



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, NOVEMBER 2, 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_RbV10xoTzi2wp1X97LIbA

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 Clerk

ADJOURN TO CLOSED SESSION

(a) 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

(b) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

City as Defendant

Deborah Logan v. City of Milpitas, et al.

Santa Clara County Superior Court Case No. 19CV347649

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 Chua)

PRESENTATIONS

PUBLIC FORUM (7:15 PM)

Those interested are invited to address City Council on any subject not on tonight's agenda, orally via zoom webinar (instructions on page 1). Speakers may provide their name and city of residence for the Clerk's record, and comments may be limited to three minutes or less. 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.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20)

Members of the City Council may make brief announcements or 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 subsequent 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 Calendar of Meetings for November 2021 (Staff Contact: Wendy Wood 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for November 2021.

C2. Approve City Council Regular Meeting Minutes of October 19, 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Approve City Council Regular Meeting Minutes of October 19, 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)

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

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (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.

C5. Waive the Second Reading and Adopt 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: Waive the second reading and adopt Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance.

C6. 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 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)

Recommendation: 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.

C7. Approve the First Amendment to the Lease Agreement Between City of Milpitas and the County of Santa Clara for Operation of Dog Park Facilities in Ed Levin Park (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve the First Amendment to the Lease Agreement Between City of Milpitas and the County of Santa Clara for Operation of Dog Park Facilities in Ed Levin Park.

C8. Motion to Reconfirm Findings and Determinations Under Resolution No. 9105 and Assembly Bill 361 for the Continuation of Virtual Meetings (Staff Contact: Christopher J. Diaz, City Attorney, 408-586-3040)

Recommendation: Move to reconfirm findings and determinations under Resolution No. 9105 and Assembly Bill 361 for the continuation of virtual meetings.

C9. Authorize and Approve Travel to Pasadena, CA for Councilmember Anthony Phan to Attend the Asian Pacific American Leadership Foundation's 6th Annual CALNET Leadership Retreat held November 4-5, 2021 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: Authorize and approve travel to Pasadena, CA for Councilmember Anthony Phan to attend the 6th Annual CALNET Leadership Retreat held November 4-5, 2021, for a total expense amount not-to-exceed budgeted Conferences/ Meeting allocation for City Council.

C10. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Software License and Professional Services Agreement with TriTech Software Systems, Inc. for Computerized Maintenance Management System (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the software license and professional services agreement with TriTech Software Systems, Inc. for computerized maintenance management system, for the total not-to-exceed amount of \$297,623.75.

C11. Accept Commissioner Resignation (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Accept commissioner Steve Belong's resignation from the Planning Commission and confirm the noticing of the unscheduled vacancy.

COMMUNITY DEVELOPMENT (7:35 PM)

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

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; and (3) Provide direction to staff on potential workforce development programs and initiatives funded through the American Rescue Plan Act.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (8:20 PM)

13. Receive a Presentation on the Draft Milpitas Storm Master Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Receive presentation on the draft Milpitas Storm Master Plan and provide feedback to staff.

14. Receive an Update on the Energy and Water Savings Program being Implemented by ENGIE Services U.S. Inc. and Approve and Authorize the City Manager to Execute the Community Resilience Program Capital Projects Grant Agreement; and Approve a Budget Appropriation in the amount of \$700,702 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: (1) Receive an update on the Energy and Water Savings Program being implemented by ENGIE Services U.S. Inc.; (2) Approve and Authorize the City Manager to execute the Community Resilience Program Capital Projects Grant Agreement; and (3) Approve a budget appropriation for \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

15. Receive an Update of the City's Neighborhood Cleanup Program and Provide Direction to Staff (Staff Contact: Elaine Marshall, Deputy Public Works Director, 408-586-2603)

Recommendation: Receive an Update on the Neighborhood Cleanup Program and Provide Direction to Staff.

ADJOURNMENT (10:30 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.

October 2021						
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Milpitas City Council Calendar

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	6:00 PM -Special Council Meeting	6:00 PM -Closed Session 7:00 PM -City Council	2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) 7:00 PM -Community Advisory Commission (EC)	4:00 PM -Ad Hoc Main Street Revitalization Subcom (CM/EC) 4:30 PM -Milpitas Chamber of Commerce Board (EC) 5:30 PM -Santa Clara VTA Board of Directors (CM) 6:00 PM -S. Main Street Property Development Community Mtg.		12:00 PM -Native American Heritage Celebration @ Cesar Chavez Plaza
7	4:30 PM -Economic Development and Trade Commission (KD) 7:00 PM -Special Science, Technology, and Innovation Commission (RT)	4:00 PM - HOPE Task Force 6:00 PM -Special Energy and Environmental Sustainability Commission (EC)	7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC)	 CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY 9:00 AM -Veterans Day Event @ Veterans Plaza – City Hall	*4:30 PM -City Council Finance Subcommittee (RT/CM)	
14	7:00 PM -Library and Education Commission (EC)	?:00 PM -Closed Session 7:00 PM -City Council	6:00 PM -Energy and Environmental Sustainability Commission (EC)	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)	4:00 PM -City/Collaborative Subcommittee (RT/CM) 7:00 PM -Special Youth Advisory Commission	
21	7:00 PM -Arts Commission (RT)			 CITY HALL CLOSED FOR THANKSGIVING		
28		5:30 PM -Special City Council Meeting				

**Finance Subcommittee will meet only as needed*



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

**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)**

The City Council of the City of Milpitas convened on the Regular Meeting day of October 19, 2021, in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas, 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 6:00 PM. Roll Call was taken by City Clerk Wood.

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

ABSENT: None

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

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

City Attorney Diaz stated that there was no reportable action.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by former Mayor Bob Livengood.

INVOCATION

Councilmember Dominguez led the Invocation.

PRESENTATIONS

Mayor Tran proclaimed the month of October as Breast Cancer Awareness Month in the City of Milpitas and presented a City key to the family of former City employee Dale Flunoy.

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
2. Joseph Weinstein
3. Thomas Valore

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 the City will be holding a Philippines flag Raising Event on Friday from 4:00 PM to 5:30 PM. He also announced the City will be holding a virtual interactive community open house to review the Milpitas Metro District Specific Plan on Monday, October 25, from 6:00 PM to 8:00 PM.

Mayor Tran thanked the Milpitas Police Department for the actions in protecting the community. He also announced homecoming week for Milpitas High School and the Homecoming game on Friday at 7:00 PM.

Councilmember Chua announced that she attended the Annual League of California Cities conference and made the following requests:

1. Staff look into using reflective road markers to reduce cars doing donuts in the street.
2. An agenda item for the November 2 Council meeting to allow the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan.
3. An initiative to have an Adopt a Park program and staff provide guidelines.
4. Look into the selection of BMR units in the City and would like to know how the applicants get selected to be on the below-market-rate units.
5. Crossing guards be provided the Milpitas neon safety jackets and rain boots.
6. City provide Commissioners with appreciation gifts.

Councilmember Chua also announced that the Youth Commission will be holding a Halloween event for teens and their families at the Milpitas Teen Center on October 29, from 5:00 PM to 9:00 PM.

Vice Mayor Montano thanked the Police Department for protecting the citizens and made the following requests:

1. City look into a future site for a theater for performing arts.
2. City place recycle bins in the parks.
3. Adopt a Park signage subcommittee.
4. City reestablish employee clipper passes.
5. City establish a new tool shed site, possibly at the maintenance yard.
6. City look into purchasing a building on Main Street for a museum.
7. A picture of Albert Bogel Sr. be displayed in the Senior Center.
8. Staff set a meeting for the Main Street Subcommittee.

Councilmember Dominguez made the following requests:

1. Requested staff bring back an item for Council discussion and direction to implement a new permit fee for food trucks and ensure that the food truck businesses are located in Milpitas.
2. Requested that staff provide an update on the food truck circle project.
3. Requested consideration to implement a program with 41 developmental assets and have the City adopt one asset each month and have each Councilmember adopt the asset.

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

Approved the City Council Regular Meeting Minutes of October 5, 2021, and the 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)**

Adopted **Resolution No. 9106** 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)**

Approved and authorized 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)**

Approved and authorized 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)**

Approved and authorized the City Manager to execute Amendment No. 2 with West Coast 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)**

Approved and authorized 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; authorized 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 approved associated budget appropriation without additional action by the City Council; and approved a 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)**

Approved the 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)

Approved joint **Resolution No. 9107** 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 authorize various financial actions by the City Manager.

PUBLIC HEARING

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)

Public Works Director Ndah introduced the item, and Deputy Public Works Director Marshall presented the staff report.

Mayor Tran opened the public hearing.

The following spoke:

1. Voltaire Montemayor
2. Joseph Weinstein
3. Barbara Jo Navarro

Council discussed concerns with potential damage to the sewer pipes on the homeowner's property caused by tree roots.

Mayor Tran closed the public hearing.

Vice Mayor stated she would like to make a motion to accept staff's recommendation and remove the item with the pipe from the house to the mainline and bring it back for a more in-depth discussion.

Deputy Public Works Director clarified the section the Vice Mayor was referencing was Section 18 Amendment of the Milpitas Municipal Code Title VIII, Chapter 2, Article XIII, Section VIII-2-13.02 "Maintenance by User."

City Attorney Diaz stated if it is the direction of Council then staff will remove section 18 of the proposed ordinance and renumber all remaining sections consecutively. He read the title of Ordinance No. 208.54 "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." He stated that the motion would be to introduce the ordinance with the modification to delete section 18 of the ordinance and waive further reading beyond the title.

Motion: 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 with the modification to remove Section 18 Amendment of the Milpitas Municipal Code Title VIII, Chapter 2, Article XIII, Section VIII-2-13.02 "Maintenance by User."

Motion/Second: Vice Mayor Montano / Mayor Tran

Motion carried by a vote of:

AYES: 3

NOES: 2 (Dominguez, Phan)

COMMUNITY DEVELOPMENT

Motion: to postpone item 16 to a future meeting.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of:

AYES: 3

NOES: 2 (Dominguez, Phan)

Mayor Tran took public comment for item 16.

The following spoke:

1. Peter Zak
2. Jake Bilchinsky
3. Allysson McDonald
4. Haim Avizov
5. Alfred Williams
6. Bob Livengood
7. Armando Gomez
8. Sean Rawson
9. Member of the Public
10. Member of the Public
11. Karolyn Hernandez
12. Member of the Public
13. Member of the Public
14. Voltaire Montemayor
15. Wenling Chen
16. Wendy (no last name given)
17. Ashley Malone
18. Kevin Martin
19. Amaka Anyanwu
20. Roger Staulbach
21. Ngoc Ngan Thai
22. Josh Childress
23. Ananda Camuendo
24. Arnold Valencia
25. Ford Christopher
26. Mitchell Sweet
27. Harshad Joshi
28. Member of the Public

- 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)**

Assistant City Manager Kantak stated that the presentations for items 13 and 14 will be presented together. She provided background information on the HomeKey Project.

Police Chief Hernandez provided information on the calls for service and police reports generated.

Deputy City Manager Rossmann introduced this item and Public Works director Ndah presented the staff report.

Council discussed setting service levels at the highest level possible and commented on the meet and confer with MEA.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Allysson McDonald
3. Barbara Jo Navarro

After discussion, motion: to accept staff's recommendations and the landscaping and parks maintenance service levels.

City Manager McHarris clarified the service levels the Council discussed were level one for Parks Maintenance and Landscape Maintenance and confirmed that this is the highest level. He stated that because this will require additional staff, it will need to be brought back during the budget cycle for mid-year budget review in January. He further stated the Council also discussed support for continuing the meet and confer with MEA for the ten parks since the contract is in place in order to free up existing staff.

Vice Mayor Montano and Mayor Tran confirmed the motion included the City Manager's clarification.

Motion/Second: Vice Mayor Montano / Mayor Tran

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

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:56 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood.

MILPITAS CITY COUNCIL AGENDA PREVIEW LIST

November 16, 2021

CLOSED SESSION

INVOCATION (assigned to Councilmember Chua)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for November 2021 and December 2021 (City Clerk)
2. Approve the City Council Special Meeting minutes of November 1, 2021, and the City Council Regular Meeting minutes of November 2, 2021 (City Clerk)
3. Preview list of items for December 7, 2021 (City Clerk)
4. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Amalfi Apartments and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Steve Erickson)
5. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Robson Homes, LLC for the Finch Hollow Project a 1005 North Park Victoria (Steve Erickson)
6. Approve the American Disability Act Complaint Procedures City Council Policy (Steve Erickson)
7. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for the Amalfi Apartment Project for SCS Development at the Transit Area Piper/Montague Subdistrict (Steve Erickson)
8. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for Bridge Point Milpitas LLC for the Bridge Point Project at 205 N. McCarthy Blvd. (Steve Erickson)
9. 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)
10. Award IFB No. 22-014 to JAM Services and Authorize the City Manager to Purchase Decorative Light Poles and Fixtures for the Not-To-Exceed Amount of \$152,085.94 (Tony Ndah)

11. Authorize the City Manager to execute the grant agreement with the County of Santa Clara to accept the 2020 State Homeland Security Grant Program award; Approve and authorize the sole source purchase of mobile crash barriers; and approve a budget appropriation in the amount of \$106,836.95 (John Torrez)
12. Authorize the City Manager to Accept the 2021 Bulletproof Vest Partnership Grant and Approve a Related Budget Appropriation (John Torrez)
13. First Quarter Fiscal Report (Lauren Lai)
14. Reconsider and Reconfirm Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings (Chris Diaz)
15. Approve City Council Meeting Schedule for 2021 (Wendy Wood)

PUBLIC HEARING

16. Adopt a Resolution certifying the Initial Study and Negative Declaration and adopting the Milpitas Parks and Recreation Master Plan Update (Renee Lorentzen and Steve Erickson)
17. Open Government Ordinance (Chris Diaz)

COMMUNITY DEVELOPMENT

COMMUNITY SERVICES

18. Introduce Ordinance No. XXXX Amending the Milpitas Municipal Code Title V-200.1 - V-200.11 (Solid Waste Management) to comply with SB 1383 requirements

PUBLIC SAFETY

LEADERSHIP

19. Adopt a Resolution for Exception to the 180-Day Wait Period in Accordance with California Government Code Section 7522.56 and 21224 (Lauren Lai)

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 an item be brought back to fund trash bins for the unhoused community or to be placed in the City to help collect the trash and add them into a routine pickup or collection	Dominguez	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
2	Requested the Council adopt a program to post the suicide prevention 1-800 number on fences in the community and invest funds for small plaque with the 1-800 number to place around the City in places where youth congregate	Dominguez	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
3	Requested that the City of Milpitas adopt one developmental asset each month, with marketing materials, have each Councilmember adopt the developmental asset, and consider implementing this program and adopt the 41 developmental assets	Dominguez	A	10/19/2021	Staff to issue an Email/Information Memorandum
4	Requested staff to provide an update on the food truck circle project.	Dominguez	A	10/19/2021	Staff to issue an Information Memorandum
5	Requested staff to come back with an item for Council discussion and direction to implement a new permit fee for food trucks and ensure that the food truck businesses are located in Milpitas	Dominguez	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

6	Set up a meeting for the Main Street Subcommittee	Montano	A	10/19/2021	Scheduled for 11/04/2021
7	Have a picture of Albert Bogel Sr. put up in the Senior Center	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
8	Look into purchasing a building on Main Street for a museum	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
9	Establish a new tool shed site, possibly at the maintenance yard	Montano	A	10/19/2021	Staff to issue an Email/Information Memorandum
10	Reestablish employee clipper passes	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
11	Adopt a park signage subcommittee	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
12	Place recycle bins in the parks	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
13	Requested the City look into a future site for a theater for performing arts	Montano	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

14	Requested that the City provide the Commissioners with an appreciation gifts	Chua	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
15	Requested that the crossing guards be provided with the Milpitas neon safety jackets and rain boots	Chua	A	10/19/2021	Staff to issue an Email/Information Memorandum
16	Look into the selection of BMR units in the City and would like to know how the applicants get selected to be on the below-market-rate units	Chua	A	10/19/2021	Staff to issue an Email/Information Memorandum
17	Requested an initiative to have an Adopt a Park program and have the executive team provide guidelines	Chua	A	10/19/2021	Staff to issue an Information Memorandum
18	Requested an agenda item on November 2 Council meeting allowing the Council to rescind direction given to 1355 California Circle and include direction to allow the project application to move forward without being tied to a specific plan	Chua	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
19	Requested the executive staff to look into reflective road markers as an effective way to reduce cars doing donuts in the street	Chua	A	10/19/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
20	Requested that the City require proof of vaccination 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
21	Requested Staff see if there is anything that can be done to address an increase in illegal dumping	Phan	A	10/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

22	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
23	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
24	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
25	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
26	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
27	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
28	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
29	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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

30	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
31	Request the City look into a pilot camera program	Montano	A	9/21/2021	Info memo will be prepared
32	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
33	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.
34	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 is agendized for Council discussion on November 2
35	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
36	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
37	City designate more street sweeping signage at the different areas more specifically at Capital Avenue and Abel Street	Montano	A	9/7/2021	On 9/13/2021, staff sent an email to the Council clarifying that the identified streets are not part of the street sweeping pilot.
38	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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

39	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
40	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
41	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
42	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
43	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
44	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
45	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
46	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
47	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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

48	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
49	Requested that the City create an ordinance that continues with the six-foot distancing	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
50	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	Economic Development staff will follow up
51	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
52	Look into bringing in a Hispanic food store into the City	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
53	Look into bringing back a roller rink	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	ACTIVE				
	Topic	Submitted by:	A, F, CM, or CCM	Date requested or Rec'd Form	STATUS and/or DATE scheduled on City Council meeting agenda:
54	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 closed session discussion scheduled for 10/19/2021
55	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
56	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
57	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
58	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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

59	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
60	Discussion on human trafficking training for City staff	Dominguez	A	4/20/2021	discussed at 8/09/2021 meeting; original request was "Discussion on human trafficking training mandatory in the hospitality industry" item was modified to address training for City staff instead of hospitality industry and considered at next quarterly discussion
61	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
62	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
63	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
64	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

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

65	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
66	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
67	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
68	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
69	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
70	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.
71	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
72	Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

73	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
74	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.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Waive the Second Reading and Adopt Ordinance No. 208.54 Amending Various Sections of Title VIII, Chapter 2 of the Milpitas Municipal Code Relating to Sewer Operation and Maintenance
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/2/2021
Staff Contact:	Tony Ndah, Public Works Director, 408-586-2602
Recommendation:	Waive the second reading and adopt Ordinance No. 208.54 amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance.

Background:

Ordinance No. 208.54 was introduced at the October 19, 2021 City Council meeting. The City Council voted 3-2 (Councilmember Phan and Dominguez voted no) 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 with the modification to remove Section 18 Amendment of the Milpitas Municipal Code Title VIII, Chapter 2, Article XIII, Section VIII-2-13.02 "Maintenance by User" from the proposed Ordinance. The Section 18 Amendment clarified the ratepayer's responsibilities related to sewer stoppages occurring in the side sewer.

The Ordinance has been updated removing Section 18 titled "Maintenance by User" and renumbering subsequent sections and is now ready for its second reading and adoption.

Fiscal Impact

None

Recommendation

Waive the second reading and adopt Ordinance No.208.54, amending various sections of Title VIII, Chapter 2 of the Milpitas Municipal Code relating to sewer operation and maintenance .

Attachment

Ordinance No. 208.54

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 October 19, 2021, upon motion by Vice Mayor Montano and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

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 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) through (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 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 Director.** "City Director" means the City of Milpitas Director of Public Works 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 required by the City of Milpitas Building and Safety Department based on the current California Plumbing Code and approved for use by the City 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 and approved by the City 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 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 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 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 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 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 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 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 sixmonth 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 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, 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 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 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, 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.

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 Director estimates that said connection will have an estimated flow which exceeds one hundred thousand (100,000)
- (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 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 Director and the San Jose Director 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 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 of the Uniform Plumbing 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 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 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 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 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 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 such a location would be impractical or cause undue hardship on the discharger. The City may issue an encroachment permit to allow the grease control device to be installed in the public 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, 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, 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 City Engineer, 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 in Chapter 7, Title II of the Uniform Plumbing Code 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 Chapter 7, Title II of the Uniform Plumbing Code 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. Grease 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 Director may grant an exception to the requirements of subsections (b)(1) and (b)(2) where 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 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 Director and the San Jose Director within ninety (90) days 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 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.
- (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 Director or the San Jose Director 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 Director and issued by the San Jose Director.

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 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 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 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 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 days, or such longer period of time as allowed by the City 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 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 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 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 - Transfer of Wastewater Discharge Permit

- (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 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 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 City 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 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) 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 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 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 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 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 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 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.

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 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 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 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 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 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 Director.
- (g) Sampling and analysis shall be performed in accordance with federal regulations, including 40 CFR 403.12 and amendments thereto. Where federal regulation does not contain sampling or analytical methods for the pollutant in question, or where the San Jose Director or the City Director determines that federal regulations 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 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 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 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.
- (c) The City Director or San Jose Director may terminate service or revoke the permit of any person who has unreasonably refused access to the City, City of San Jose, or 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 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 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 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 forth in 40 CFR 403.12(e)(2)(v) that there has been no increase in the wastestream 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) 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 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 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). 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 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 Chapter, including through escalation of enforcement as set forth in the Enforcement Response Plan. Nothing in this 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 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. 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 19. EFFECTIVE DATE AND POSTING

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager 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
Category:	Consent Calendar-Community Development
Meeting Date:	11/2/2021
Staff Contact:	Steve Erickson, Engineering Director/City Engineer 408-586-3301
Recommendation:	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.

Background:

On June 24, 2020, the Milpitas Planning Commission conditionally approved Developer's application for a Site Development Permit (SD19-0009) and Conditional Use Permit (UP19-0010) to allow demolition of an 11,912-square foot commercial building and development of a new 4,962-square foot Chick-Fil-A convenience food restaurant with drive-through service, outdoor seating, both site and public Improvements, and shared parking. The Project is located on a 1.17-acre site at 755 East Calaveras Boulevard, Milpitas, CA 95035.

Analysis:

The Developer has agreed to enter into an Improvement Agreement (IA) (**Attachment 1**) for completion of the of off-site public improvements for the project which include new curb, gutter, and sidewalk driveway approach, asphalt pavement, utility service connections, landscaping and other miscellaneous items of work. The public improvements will be completed as part of the onsite work and are to be completed within 1-year. Completion of the public improvement work is guaranteed by security posted by the Developer in the amount of \$190,000.00. The Engineering Director and City Engineer has reviewed the public improvement plans (2-1345) (**Attachment 2**) associated with this Project and recommends the City Council approve the Improvement Agreement to allow for the construction of public improvements.

Policy Alternatives:

Alternative 1:

Deny approval of the Improvement Agreement and not allow for the completion of public improvements required for this Project.

Pros: None

Cons: The completion of public improvements and utility services are required for the completion of this Project. A denial of approval of the Improvement Agreement will delay the completion of these improvements and delay completion of the Project.

Reason not recommended: Staff recommends the approval of the Improvement Agreement to allow for the timely completion of the Project and the required public improvements which will benefit the City.

Fiscal Impact:

Required public improvements will be paid for and constructed by the Developer and there will be no fiscal impact to the City.

California Environmental Quality Act:

Approval of the Improvement Agreement implements this project for which CEQA review has exempt through the City Council's adoption of Resolution No. 20-006.

Recommendation:

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.

Attachments:

1. Improvement Agreement
2. Offsite Public Improvements

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Blvd.
MILPITAS, CA 95035
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

**between
CITY OF MILPITAS**

a California municipal corporation

and

CHICK-FIL-A, INC.

A GEORGIA CORPORATION

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

III. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2021 by and between the City of MILPITAS, a California municipal corporation ("City") and Chick-fil-A, Inc. a Georgia corporation with its principal office located at 5200 Buffington Road, Atlanta, GA 30349 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

IV. RECITALS.

A. On August 26, 2019, Developer submitted to City an application for approval of a Site Development Permit No. SD19-0009 and Conditional Use Permit No. UP19-0010 (the "Chick-fil-A Project") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. On June 24, 2020, the **MILPITAS PLANNING COMMISSION** conditionally approved Developer's application for a Site Development Permit No. SD19-0009 and Conditional Use Permit No. UP19-0010 (the "Chick-fil-A Project")

C. Developer has not completed all of the work or made all of the public improvements required by **Title XI, Chapter 1, Section 8 of City's municipal code, the conditions of approval for the Chick-fil-A Project**, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the subdivision of land.

D. Pursuant to Title XI, Chapter 1, Section 8 of the City's municipal code Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for the Chick-fil-A Project.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Chick-fil-A Project.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA and (c) the City Council of the City ("City Council") approves the Chick-fil-A Project. If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Chick-fil-A Project, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Chick-fil-A Project ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference, and as shown on City approved Improvement Plan No. 2-1345 on file with the City. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by each utility for the extension and provision of utility service to the Property.

2.3 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. The Public Improvements as described and as shown on Improvement Plan No. 2-1345 on file with the City are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted by City pursuant to Section 11.0. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any

damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one (1) year of the effective date of this Agreement, unless extended pursuant to Section 4.1.

4.1 Extensions. City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the security required under Section 13.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Chick-fil-A Project shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Chick-fil-A Project in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Chick-fil-A Project.

8.0 City Inspection of Public Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

9.0 Default; Notice; Remedies.

9.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter, including applicable notice and cure periods, declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 10.0 of this Agreement.

9.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to Section 9.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent

remedies. City may institute an action for damages, injunctive relief, or specific performance; provided, however, Developer shall not be responsible for any consequential or punitive damages.

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with applicable California laws Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified by the record engineer and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

12.0 Warranty and Guarantee. Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the Public Improvements and acceptance of them by the City Council ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and subject to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty by the Developer or its agents, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following the City Engineer's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's

warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the installation of separate water service with new meters, and backflow preventers (behind city meter and above ground); Inspect the existing sewer service ; Installation of radio-transmitted water meters with a meter antenna per city requirements; Installation of full width asphalt concrete base repair along the project street frontage on Hillview Drive ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement. The amount of the improvement security shall be adjusted annually based on the Engineering News-Record Construction Price Index for the San Francisco-San Jose area in November of each year, Developer shall have an affirmative obligation to provide the City with evidence of valid security no later than November 30 of each year until all improvements required by project conditions have been constructed. Developer may provide multiple securities in accordance with construction phases, as approved by the City Engineer with a construction phasing plan. Improvement securities may be reduced/released based upon each of the construction phases.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Chick-fil-A Project, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Chick-fil-A Project.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware,

plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

13.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Not applicable.

15.0 [Reserved]

16.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of Agency as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all

risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 General Liability. Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 Business Automobile Liability. Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 Workers' Compensation. Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.

17.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18.0 Signs and Advertising. Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, to Chick-fil-A Project nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

20.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

20.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

20.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY OF MILPITAS
455 E Calaveras Boulevard
MILPITAS, CA 92236
Attn: Steve Erickson, PE
Director of Engineering/City Engineer

DEVELOPER:
Chick-fil-A Inc.
5200 Buffington Road
Atlanta, GA 30349
Attn: Don Ikeler, Director

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

20.5 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20.6 Waiver. City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

20.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

20.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

20.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

20.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of SANTA CLARA, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

20.12 Attorneys' Fees and Costs. If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.

20.13 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

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

CITY OF MILPITAS

By: _____
(signature)
Steven G. McHarris
(print name)
City Manager
City of MILPITAS

CHICK-FIL-A, INC
By:  _____
(signature)
Don Ikeler
(print name)
Director

APPROVED AS TO FORM:

By: _____
(signature)
Christopher Diaz
(print name)
City Attorney
City of MILPITAS

APPROVED AS TO CONTENT:

By: _____
(signature)
Lauren Pai, CPA, MPA
(print name)
Finance Director/Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
(signature)
Steve Erickson, PE
(print name)
Director of Engineering/City Engineer
City of MILPITAS

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

All Capacity Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Orange

On October 6th, 2021, before me, Brooke Evans, Notary Public, personally appeared Don Iveter, who proved to me on the basis of satisfactory

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

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



WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer
-
- ☐ Partner (s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

All Capacity Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
- ☐ Partner ☐ Limited
(s)
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
CHICK-FIL-A PROJECT

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE LAND

THAT CERTAIN PARCEL KNOWN AS "PARCEL 2", AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD ON MARCH 25, 1981, IN BOOK 481 OF MAPS AT PAGE 34 IN THE OFFICE OF THE RECORDED OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA.

EXHIBIT "A"

The Land

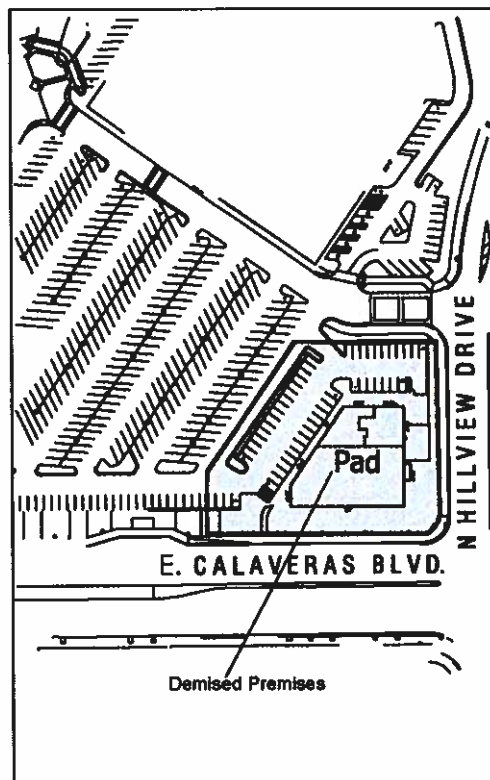


EXHIBIT “B”
LIST OF PUBLIC IMPROVEMENTS
CHICK-FIL-A PROJECT

Name:	Chick-fil-a Calaveras - Offsite	Date:	10/14/2021
Client:	Chick-fil-a	Prepared By:	CAT
KHA No:	092908020	Checked By:	MRJ
Subject:	For Construction Quantity		

Item #:	Item	Quantity	Unit	Unit Cost	Cost
Demolition					
1	Concrete Sidewalk Removal	600	SF	\$4.00	\$2,400
2	Asphalt Pavement Removal	2,760	SF	\$5.00	\$13,800
3	Water Meter Removal	4	EA	\$75.00	\$300
Improvements					
4	Concrete Sidewalk	600	SF	\$12.00	\$7,200
5	Asphalt Pavement - Full Depth	2,760	SF	\$12.00	\$33,120
6	2" Water Meter w/radio transmitted water meter w/meter antenna	1	EA	\$2,000.00	\$2,000
7	2" Water Line	41	LF	\$50.00	\$2,050
8	2" Corporation Stop	1	EA	\$1,000.00	\$1,000
9	8"X6" Tapping Valve & Sleeve	1	EA	\$1,670.00	\$1,670
10	Water Line Abandonment at the main	38	LF	\$65.00	\$2,470
11	Removal of Existing Backflow	4	EA	\$2,500.00	\$10,000
12	New Fire Service Backflow	1	EA	\$8,000.00	\$8,000
13	Curb and Gutter Remove and Replace	60	LF	\$35.00	\$2,100
14	White Arrow Marks & replacement of striping and raised markers	1	LS	\$150.00	\$150
15	New Domestic Backflow Preventer	1	EA	\$8,000.00	\$8,000
16	Storm Drain Inlet Protection	1	EA	\$600.00	\$600
17	Irrigation System and Connection Cost	10,744	SF	\$6.00	\$64,464
General					
18	Traffic Control (15%)	1	LS	\$9,600.00	\$10,000
19	Mobilization (10%)	1	LS	\$6,400.00	\$7,000
20	Contingency (15%)	1	LS	\$9,600.00	\$10,000

\$186,324

TOTAL OPINION OF PROBABLE CONSTRUCTION COST	\$190,000
--	------------------

***Notes:**

This OPC is not intended for basing financial decisions, or securing funding.

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

CHICK-FIL-A PROJECT

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$190,000.00

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Mario Arzamendi
Address: 2929 Allan Parkway, Suite 2500
Houston TX 77019

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$190,000.00

Surety: Liberty Mutual Insurance Company
Attorney-in-fact: Mario Arzamendi
Address: 2929 Allan Parkway Suite 2500
Houston, TX 77019

CASH MONUMENT SECURITY:

Amount deposited per Cash Receipt No. _____ Date: \$N/A

BOND NO. 016230862
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS
CHICK-FIL-A PROJECT IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Chick-fil-A, Inc ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for the Chick-Fil-A Project ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, _____ ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of One Hundred Ninety Thousand dollars (\$190,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

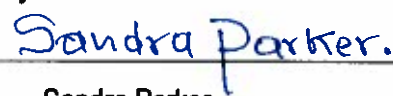
This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, this 4th day of October, 2021.

(Corporate Seal)

Chick-fil-A, Inc
Principal
By Don Ikeler 
Title Director

(Corporate Seal)

Liberty Mutual Insurance Company
Surety
By Sandra Parker. 
Sandra Parker
Title Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is \$ 5.00 per thousand. The total amount of premium charges is \$ \$950.00.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Liberty Mutual Surety Claims
P.O.Box 34526
Seattle, WA 98124

(Name and Address of Agent or Representative for service of process in California, if different from above)

Marsh McLennan USA, Inc.
Brenda Wong
633 W 5th St., Suite 1200 Los Angeles CA

(Telephone number of Surety and Agent or Representative for service of process in California)

213-624-5555



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200089

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Orlando Aguirre, Mario Arzamendi, Mary Ann Garcia, Tannis Mattson, Terri L. Morrison, Gloria Mouton, Sandra Parker, Gina A. Rodriguez, Laura E. Sudduth

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of October, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

All Capacity Acknowledgment

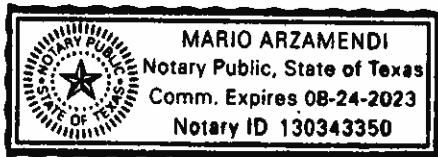
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS
COUNTY OF HARRIS

On October 4th, 20 21, before me, Mario Arzamendi, Notary Public, personally appeared Sandra Parker, who proved to me on the basis of satisfactory

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

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



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer
- ☐ Partner ☐ Limited (s)
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

All Capacity Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF Orange

On October 6th, 2021, before me, Brooke Evans, Notary Public, personally appeared Don Ikeler, who proved to me on the basis of satisfactory

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

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



WITNESS my hand and official seal.

[Signature]
(Signature of Notary Public)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)
- ☐ Partner ☐ Limited
(s)
☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

BOND NO. 016230862
INITIAL PREMIUM: \$950.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
CHICK-FIL-A PROJECT IMPROVEMENTS
LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Chick-fil-A, Inc ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for the Chick-Fil-A Project ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2021("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 3 (commencing with section 9000) of Part 6 of Division 4 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contractors, subcontractors, material suppliers, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of One Hundred Ninety Thousand dollars, (\$190,000.00), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our

heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named herein, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Houston, this 4th day of October, 2021.

(Corporate Seal)

Chick-fil-A, Inc

Principal

By Don Ikeler

Title Director

(Corporate Seal)

Liberty Mutual Insurance Company

Surety

By Sandra Parker
Sandra Parker

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

The rate of premium on this bond is \$5.00 per thousand. The total amount of premium charges is \$ 950.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Liberty Mutual Insurance Company

2929 Allen Parkway, Suite 2500

Houston, TX 77019

(Name and Address of Agent or Representative for service of process in California, if different from above)

Brenda Wong

633 W 5th. St Ste 1200,

Los Angeles, CA

(Telephone number of Surety and Agent or Representative for service of process in California)

213-624-5555



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200089**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Orlando Aguirre, Mario Arzamendi, Mary Ann Garcia, Tannis Mattson, Terri L. Morrison, Gloria Mouton, Sandra Parker, Gina A. Rodriguez, Laura E. Sudduth

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of December, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of December, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4 day of October, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

All Capacity Acknowledgment

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

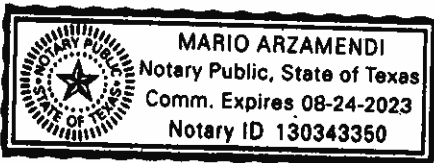
STATE OF TEXAS
COUNTY OF HARRIS

On October 4th, 20 21, before me, Mario Arzamendi, Notary Public, personally appeared Sandra Parker, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer
- Title(s) _____
- ☐ Partner ☐ Limited (s)
- ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

All Capacity Acknowledgment

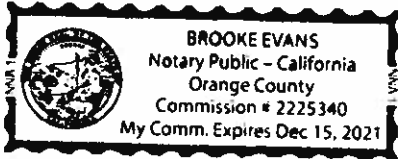
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On October 10th, 2021, before me, Brooke Evans, Notary Public, personally appeared Don Ikeler, who proved to me on the basis of satisfactory

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

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



WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer
-
- ☐ Partner ☐ Limited (s)
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

IMPROVEMENT PLANS GENERAL NOTES

GENERAL

1. All work and materials shall comply with standard specifications, construction details, and standard drawings (listed on this sheet) of the City of Milpitas available in the City Engineer's office. It is the responsibility of the contractor to obtain permits necessary to perform the improvements in these plans from the appropriate agencies and to comply with the agencies' requirements. All plans shall be prepared on City's Improvements Title Block. The contractor must comply with all applicable national, state and local laws.
2. Plans used for construction of public facilities purposes must be signed by the City Engineer or his representative. Any subsequent changes shall be approved by the City Engineer or his representative prior to their construction.
3. The official copy of these plans are on file in the office of the City Engineer in Milpitas.
4. This plan is subject to review and subsequent approval in the event the work has not commenced within six (6) months of the date of plan approval.
5. All utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the City Engineer.
6. A \$2,000 deposit shall be made to the City of Milpitas and a construction water meter shall be obtained for incidental water used during grading and roadway construction. Water meter(s) shall be installed for incidental water use during building (s) construction and pressure test of water line within the building (s).
7. The contractor shall notify Underground Service Alert (U.S.A.) at (800) 642-2444 48 hours prior to any construction activities, and obtain a reference number.
8. Prior to any construction or installation of public facilities, the developer's engineer shall arrange a pre-construction conference between the contractors and the City Public Works Inspector. This shall take place a minimum of 7 days prior to the scheduled start of work. At the conference, the developer's engineer shall present the Public Works Inspector with a certified copy of a material list and specifications for installation. Prior to the installation, approval by the City Engineer is required of any non-standard materials. Any non-standard materials shall be demonstrated by the developer's engineer and contractor to equal or exceed City standards.
9. The contractor shall call City of Milpitas Public Works Facilities Inspection at (408) 586-2884 to schedule inspections, 48 hours prior to start of construction.
10. Prior to any work, the contractor shall obtain a City Business license and a Public Works Construction or Encroachment Permit.
11. The Contractor is responsible for the preservation and or perpetuation of all existing monuments and stakes within the Contractor's area of work. The Contractor shall not disturb or remove any monuments or stakes without the permission of the City Engineer, and he shall bear the expense of resetting any monuments or stakes which may be disturbed or removed with or without permission. The Contractor shall provide a minimum of 15 Working days notice to the City Engineer prior to disturbance or removal of existing monuments or stakes. The Contractor shall utilize the services of a California Licensed Land Surveyor to reset all disturbed or removed monuments and stakes or provide witness monuments, and file the required documentation with the County Surveyor pursuant to the Business and Professions Code Section 8771.
12. When it is found that field conditions are not as shown on the plans, the consulting engineer shall make revisions and/or adjustments to the satisfaction of the City Engineer prior to further construction.
13. Upon completion of improvements, the developer's engineer shall submit a letter to the City Engineer certifying that those privately maintained improvements (street, lighting, utilities, etc.) have been constructed per the improvement plans.
14. Developer shall coordinate with Pacific Gas and Electric Company for the design and installation of all gas and electric facilities.
15. Developer shall coordinate with Pacific Bell for the design and installation of all Telephone facilities.
16. Construction shall not begin until 7 AM and shall end by 7 PM, weekdays and weekends, except holidays.
17. A National Pollution Discharge Elimination System Permit (NPDES construction permit) is required prior to commencement of construction activity related to this site and shall be obtained by the owner and/or owner's contractor as appropriate. Any discharge (during construction) of groundwater into the downstream storm system must be uncontaminated. The contractor shall make this determination prior to any discharge.
18. If archaeological materials are uncovered during grading, trenching or other excavation, earthwork within 100' of this area shall be stopped until a professional archaeologist who is certified by the Society of California archaeologist (SCA) or the Society of Professional Archaeologist (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures, if they are deemed necessary.
19. Record drawings original plans, including a copy of the AutoCAD files (digital format) shall be furnished to the City Engineer within 60 days of the completion of construction and prior to initial acceptance of public improvements.
20. All grading shall comply with City of Milpitas Grading Ordinance, this plan, and the Preliminary Soils Report prepared by GILES ENGINEERING, INC dated AUGUST 26, 2019 and all subsequent addendums.
21. City approval of plans does not relieve the developer from his/her responsibility to correct errors and omissions discovered during construction. Upon request, any required plan revisions shall be promptly submitted to the City Engineer for approval.
22. A water valve shall be installed for each residential unit after the meter and prior to entry of the building such that it is accessible to homeowner and City Meter Reader.

IMPROVEMENT PLANS
ROJECT NAME: CHICK-FIL-A CALAVERAS & HILLVIEW #04483

23. The following entities shall be responsible for inspection and maintenance / ownership of the listed facilities and completion certificate by design engineer (state ownership's name and inspection by P.W. inspection or Build. Div.):
- | Facilities | Ownership | Inspection | Design Engineer |
|---|-----------|------------|-----------------|
| Water | * | ** | *** |
| Sewer | * | ** | *** |
| Storm | * | ** | *** |
| Street | * | ** | *** |
| Street Light | * | ** | *** |
| Park | * | ** | *** |
| Common Area Homeowner's Association Build. Div. Required | | | |
| * "City of Milpitas" or "Homeowner's Association/Homeowners" | | | |
| ** "P.W. inspection" or "Build. Division" | | | |
| *** Design Engineer completion certificate "Required" if inspection by Build. Div., | | | |
| "Not required" if inspection by P.W. inspection. | | | |
24. Each parcel shall have separate solid waste enclosure and BFI service. Unless, necessary agreements have been recorded to provide for joint use of enclosure and or BFI services for more than one parcel.

STREET SURFACE NOTES

1. Upon completion of rough grading, actual thickness (structural section) of the base material and AC pavement shall be determined based on the results of R-values, Sand equivalents laboratory testing. Geotechnical/Soil Engineer shall recommend the structural sections of streets to the City Engineer for review and approval.
2. The contractor shall not order or place any Portland cement concrete or asphalt concrete paving until the forms and subgrade and/or aggregate base have been inspected by the City Public Works Inspector and approved by the engineer in charge of construction.
3. Edge of existing pavement shall be tack coated prior to constructing new pavement.
4. Standard street monuments shall be installed on all street intersections and other locations shown on this plan in conformance with City Standard Drawing No. 446.
5. Driveway locations shall be set by owner's engineer in compliance with City Standard Drawing No. 430 or 432, unless locations are shown on these plans.
6. One street name sign assembly shall be installed in conformance with City Standard Drawing No. 440 at each intersection, and where shown on plans.
7. All fire hydrants, electroliers and meter boxes shall clear driveways and other facilities by 5', 5' and 1' respectively.
8. All existing facilities shall be adjusted to finish grade as directed by City Public Works Inspector. Manholes, water valve boxes, clean out frames and covers shall be brought to finished grade by the contractor after paving is completed.
9. Minimum 24" box size tree with a caliper of 2" measure 6" above rootball shall be installed, one per lot per street for residential developments and at 20'-50' separation for non-residential developments in conformance with the Approved Street Tree List and according to the City Standard Drawing No. 448.
10. Mailboxes shall be provided as required by U. S. Postal Services, but will not be inspected by the Public Works Inspector.
11. The final or surface layer of asphalt concrete shall not be placed until all on-site improvements have been completed, including all grading, and until all unacceptable concrete work has been removed and replaced, unless otherwise approved by the City Engineer.

UNDERGROUND

1. The letter "W" shall be impressed in the face of curb where each water service crosses the curb, the letter "S" shall be impressed in the face of curb where each sewer lateral crosses the curb and the letter "R" shall be impressed in the face of curb where each recycled water service crosses the curb.
2. The location, depth and existence of underground improvements are shown in their approximate positions based upon information available to the engineer. The contractor shall excavate inspection holes "pot holes" and determine the location and depth of all underground structures and utilities that are in the vicinity of and/or may be affected by the proposed improvement work prior to any construction work which could damage or conflict with said structures and/or utilities.
3. Minimum cover for utilities in roadway (from top of pipe to roadway surface) shall be provided (60" sanitary sewer, 42" water line in street, 48" water line in easement, 24" storm line in street). Where the minimum cover cannot be achieved, such locations shall be specifically identified on the plans and the method of protecting the pipe and valve stems shall be indicated. The following solutions shall be subject to the City Engineer's approval:
- a) Use of ductile iron pipe and butterfly valves.
- b) Concrete cap.
- c) Any other solution devised by the Engineer and Contractor.
4. Water services and mains are to be separated a minimum of 10' horizontal distance and 1' vertical distance from sewer and recycled water laterals and mains. Potable water lines shall be above all storm drain, sanitary sewer and recycle water lines.

5. Separation between the Recycle water lines from other utilities; such as potable water, fire protection and sanitary sewer; shall be in accordance with the City of Milpitas "Recycled (non-potable) Water Guidelines". Call (408) 586-3329 for a copy.
6. House sewers shall not be connected to laterals until sewers are tested.
7. One sanitary sewer lateral shall be constructed to each lot at the location to be staked in field by owner's engineer prior to construction. A backflow protection device shall be installed per City Standard Drawing No. 624 when the elevation of the lowest floor containing gravity waste drainage is less than one foot above the surface elevation of the nearest upstream public sewer structure (manhole, etc.).
8. Connections to existing water mains shall be approved by City Engineer. Contractor shall perform all excavation, prepare site, furnish all materials, install tapping tee, valve and all thrust blocks, backfill, restore surface, and clean up. Non-metallic water lines shall be installed with a trace wire per City Standard Drawing No. 752.
9. All water valves shall be clustered, unless otherwise directed by the City Engineer.
10. Each lot shall have separate water, sewer and storm drain services.
11. Water service pressure regulators and sewage backflow protection devices are shown on these plans for the information of the developer and City's Building Division. These items are not included in the Public Works inspection or acceptance.
12. All utility stubs, especially water line components, shall be capped.
13. Abandonment of existing water lines shall take place at the main line.
14. Contractors shall not turn water valves without prior approval from Utility Maintenance Supervisor at (408) 586-2640.
15. All metallic underground piping shall be protected against corrosion per City standard specifications.
16. The contractor is responsible for performing locate services for those facilities installed by the contractor until such time as the work has been officially accepted by the City of Milpitas. The marking, labeling, and timing of such locates shall be in conformance with the requirements of Underground Service Alert.

SIGNING AND STRIPING

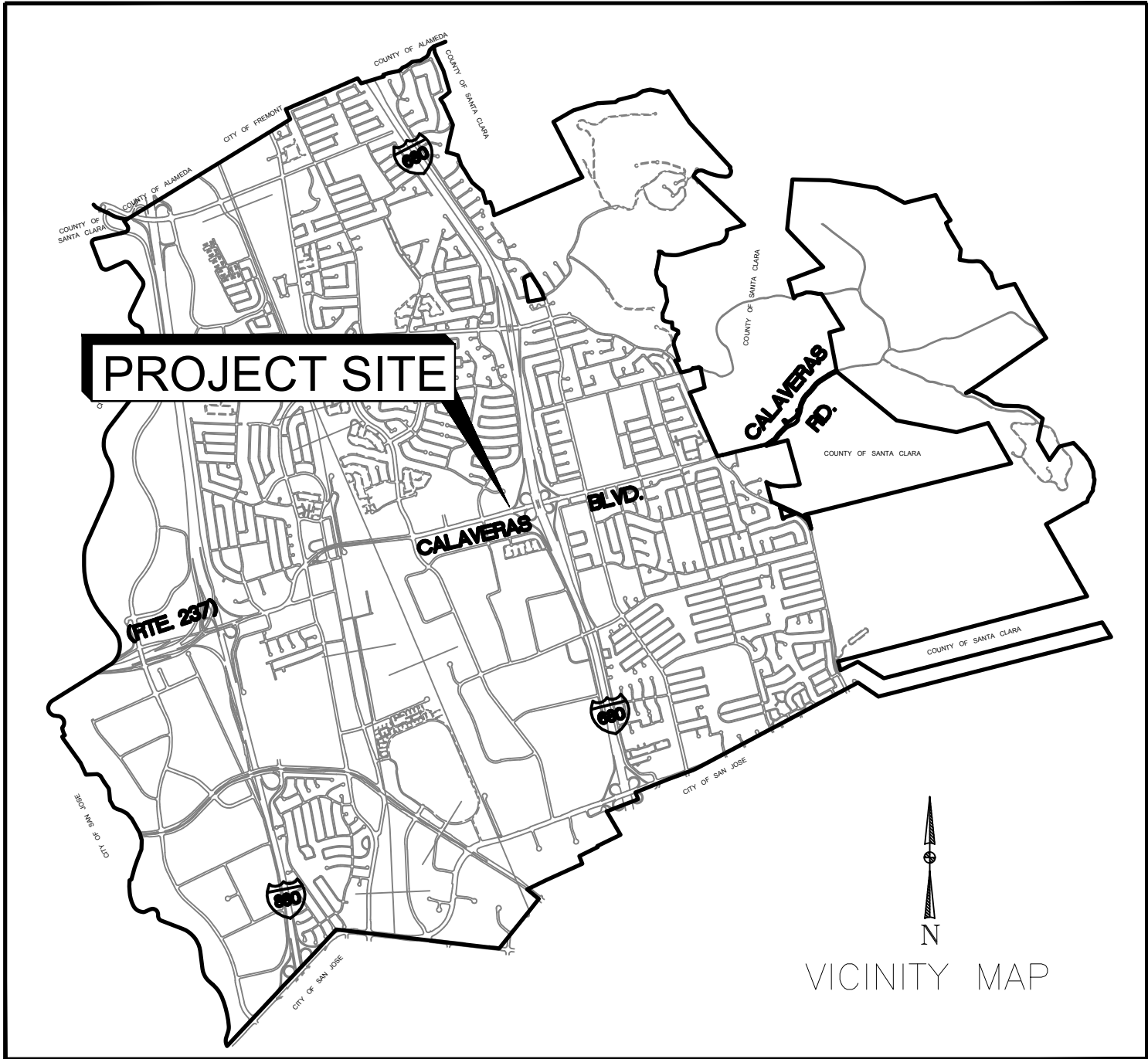
1. All signs shall conform to State of California, Traffic Manual, Chapter 4, and latest edition of "Uniform Sign Chart."
2. Signs shall be of standard size designated for each type in the Traffic Manual, except where noted otherwise.
3. Mounting shall conform to appropriate provisions of Chapter 4, Traffic Manual, and applicable "standard plans," State of California (Caltrans), latest edition, except where otherwise indicated on plans.
4. All traffic signs (except street nameplates) shall be of minimum .080 gage aluminum blanks with reflective faces of Scotchlite (engineer grade) or approved equal. Except, R1 and R2 signs which require high intensity.
5. Striping shall conform to appropriate provisions of Chapter 6, "Markings" of the Traffic Manual and Chapter XVI of the Maintenance Manual, State of California.
6. Striping paint for City streets shall be:
- a) Paint shall be TMT Pathway, or approved equal. Solvent-based paints shall not be used.
- b) TMT Pathway #2675A5 water base white paint, or approved equal
- c) TMT Pathway #2676A5 water base yellow paint, or approved equal
- d) TMT Pathway #2677A7 water base black paint, or approved equal
- e) Glass beads shall conform to State Specification No. 8010-11E-22 (Type II).
- The certification requirements shall be submitted for ready mixed white and yellow paints.
7. Raised Pavement Markers of various types shall conform to Section 85, "Pavement Markers", of the State Standard Specifications, these Technical Provisions, and as shown on the plans.
8. Painted legends shall conform to standard sizes and patterns used by the City of Milpitas. Arrangements may be made to use the City's Stencils by calling (408) 586-2631.

STREET LIGHTS

1. Splicing of street light conductor is permitted only in pull boxes.
2. Electroliers shall be connected to the closest underground secondary P.G.&E. source. Pull (junction) boxes shall be required at each electrolier and where more than one bend of the cable is necessary to reach to electrolier, where shown on plans, and at service point where no P.G.&E. box is installed. Install in-line fuses at electroliers, in the hand hole of each pole. Fuses shall be installed on each energized lead, and shall be adequately sized and enclosed in a phenolic case. Head configuration shall be either double door mounted ballast or single door - swing down ballast. 120/240 volt ballasts shall be provided. Voltage and wattage of electroliers shall be as shown on the plans.
3. Street Light Numbers will be assigned by the City and installed on the poles by the contractor as directed by the Public Works Inspector.



CITY OF MILPITAS
ENGINEERING DIVISION



INDEX OF DRAWINGS

TITLE	SHEET
TITLE SHEET 1	1
TITLE SHEET 2	2
DEMOLITION AND IMPROVEMENT PLAN	3
TYPICAL DETAILS 1 OF 2	4
TYPICAL DETAILS 2 OF 2	5
EROSION CONTROL PLAN	6
BLUEPRINT FOR A CLEAN BAY	7

NOTICE OF CONSTRUCTION: APPROXIMATELY TWO WEEKS, ONE WEEK, AND 24 HOURS PRIOR TO BEGINNING ANY WORK OR CONSTRUCTION WITHIN A CITY STREET, THE CONTRACTOR SHALL DISTRIBUTE NOTICES OF CONSTRUCTION TO ALL RESIDENTS, BUSINESSES, PROPERTY OWNERS, TENANTS WITHIN 300 FEET OF AND ADJACENT TO THE PROJECT AREA AND CONSTRUCTION WORK. PROPOSED NOTICES OF CONSTRUCTION SHALL BE PROVIDED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO DISTRIBUTION BY THE CONTRACTOR AND SHALL INCLUDE THE FOLLOWING:

- SPECIFY THE EXPECTED DATE FOR START OF CONSTRUCTION, A GENERAL DESCRIPTION OF THE CONSTRUCTION ACTIVITY.
- EXPECTED DURATION OF THE ACTIVITY, AND THE NAME, ADDRESS, AND 24-HOUR TELEPHONE NUMBER OF THE CONTRACTOR.
- THE CONTRACTOR SHALL PROVIDE THE CITY WITH A LIST OF THE STREET ADDRESSES WHERE THE NOTICES WERE DISTRIBUTED.

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE
Firm: **KIMLEY-HORN**
Address: **4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588**
Telephone: **925-398-4840**



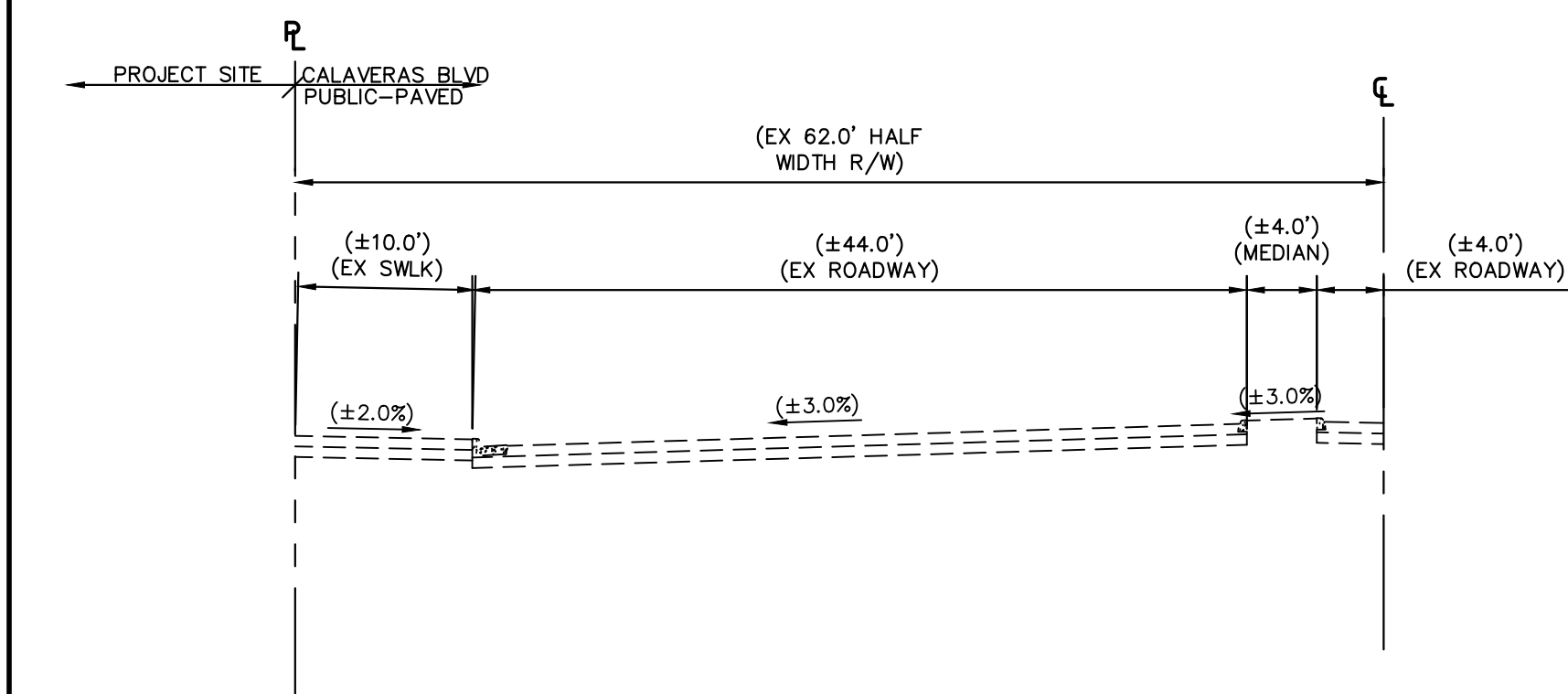
SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated **SEPT 4, 2020**, prepared by **GILES ENGINEERING, INC.**
MONICA L. SELL, P.E. & JOHN L. MAIER, P.E. **SEPTEMBER 4, 2020**
Firm: **GILES ENGINEERING, INC.**
Address: **1965 NORTH MAIN STREET**
ORANGE, CA 92865
Telephone: **(714) 279-0817**

Record Drawings
To be completed prior to acceptance of work by the City

Signature + Seal Date
P.E. No. **84307** Exp. **9/30/2021**
Public Works Inspector:

TITLE SHEET 1

Revisions					CITY OF MILPITAS ENGINEERING DIVISION	
Nurm.	Date	By	Description	City Engr. Aprv.	Date	
						Approved:
						Project No. 2-1345
						Drawing No.
						City Engineer Date
						Any changes to public improvements shall be approved by the City engineer
						Recommended for approval:
						Fire Dept. Date
						Engineering Date
						E-EN20-0256
						E.P. No.
						Sheet 1 of 7



ELECTRIC & GAS
PACIFIC GAS AND ELECTRIC CO
308 STOCKTON AVE.
SAN JOSE, CA 95126
(408) 494-1700

CITY OF MILPITAS
PUBLIC WORKS DEPARTMENT
455 E CALAVERAS BLVD.
MILPITAS, CA 95035
(408) 586-3000

AB	AT
AC	AGGREGATE BASE
AD	ASPHALTIC CONCRETE
ADA	AMERICANS WITH DISABILITIES ACT
AVE	AVENUE
BC	BACK OF CURB
BCR	BEGIN CURB RETURN
BLVD	BOULEVARD
BM	BENCHMARK
BN	BEGIN VERTICAL CURVE
BW	BOTTOM OF WALL
B/S	BACKSIDE
CALC	CALCULATED
CJ	CONTRACTION JOINT
CL	CENTERLINE
CLN	CLEAN OUT
CONN	CONNECTION
CTV	CABLE TELEVISION
CY	CUBIC YARD
Δ	DELTA (DIFFERENCE) / ANGLE
D	DEPTH
DG	DECOMPOSED GRANITE
DI	DICUTTED IRON
E	EAST
EACH	EACH
EOR	END CURB RETURN
EJ	EXPANSION JOINT
ELEV	ELEVATION
ELEC	ELECTRICAL
EP	EDGE OF PAVEMENT
EV	END VERTICAL CURVE
EX	EXISTING

DEVELOPER
CHICK-FIL-A, INC.
15635 ALTON PARKWAY, SUITE 350
IRVINE, CA 92618
CONTACT: STEVE SCHWARTZ
(404) 305-3467

WARE MALCOMB
4683 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
CONTACT: CARRICK BOSHART
(925) 244-9620 X1432

WEST OF EACH WAY
OF CURB TO FACE OF CURB
SHED GROUND
SHED FLOOR
HYDRANT
SHED SURFACE
WLINE
OT OF FEET
ADE BREAK
GHT
H—DENSITY POLYETHYLENE
H POINT
INTERSECTION
ERT
GTH
IDSCAPE ARCHITECT
EAR FEET
IDSCAPE
IMUM
TCH EXISTING
MECHANICAL, ELECTRICAL AND
IMBING
WHOLE
IMUM
RTH
TO SCALE
RTH/SOUTH
CENTER
BLIC ACCESS EASEMENT
NT OF CURVATURE
COMPOUND CURVATURE
POSED
NT OF REVERSE CURVATURE

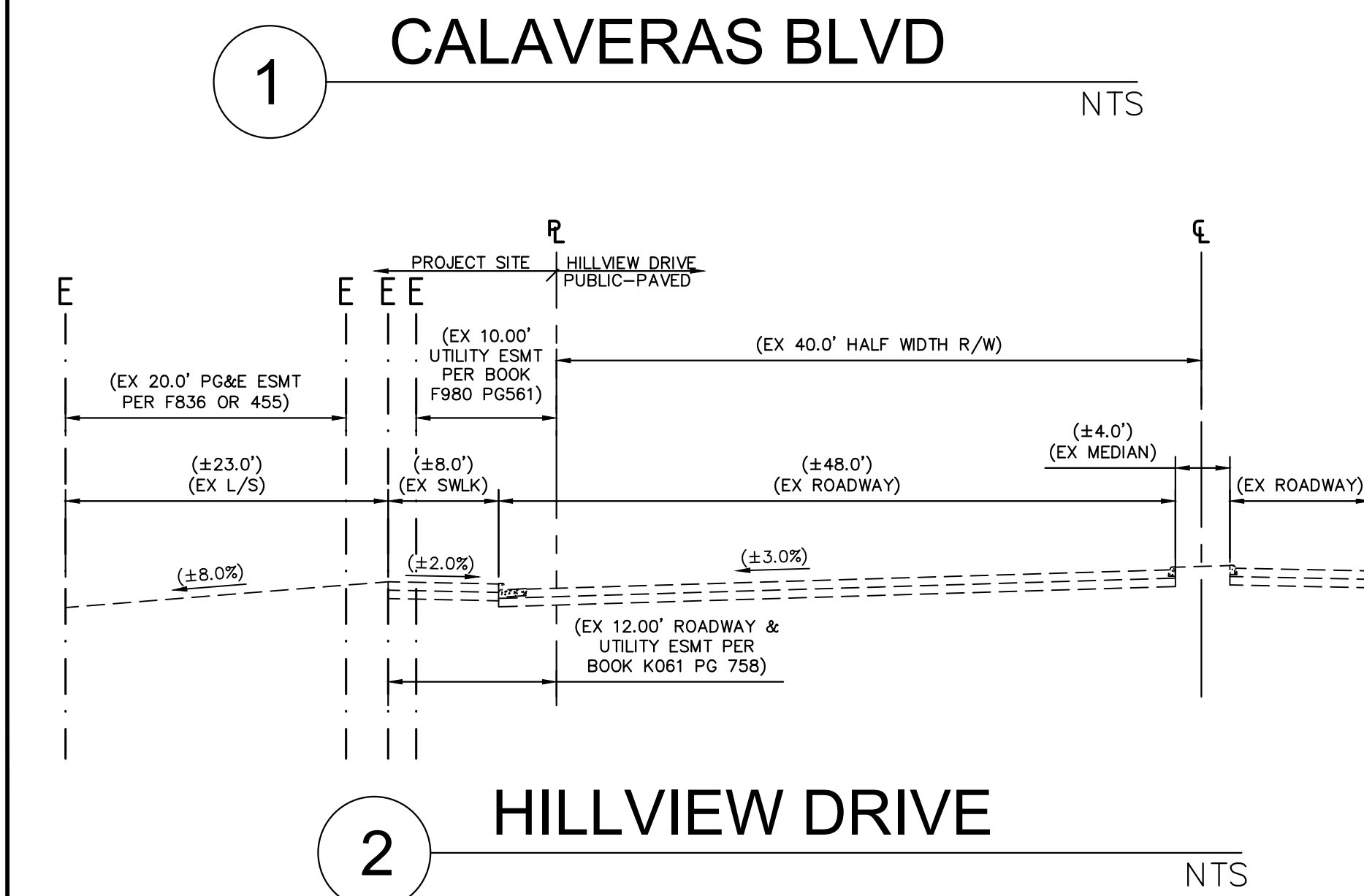
KIMLEY-HORN AND ASSOCIATES, INC.
4637 CHABOT DR, SUITE 350
PLEEASANTON, CA 94588
CONTACT: MILES JOHNSON
(925) 398-4840

PBLA SURVEYING, INC.
981 CORPORATE CENTER DR, SUITE 150
POMONA, CA 91786
CONTACT: PETER WEILBACHER
(888) 714-9642

CITY OF MILPITAS
ENGINEERING DEPARTMENT
LAND DEVELOPMENT DIVISION
455 E CALAVERAS BLVD.
MILPITAS, CA 95035
CONTACT: ROBERTO ALONZO, P.E.
ASSOCIATE CIVIL ENGINEER
(408) 586-3316

	STREET CENTERLINE
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	EXISTING LOT LINE
	EXISTING EASEMENT
	EXISTING PATENT EASEMENT
	EXISTING PROPERTY LINE TO BE VACATED
	EXISTING PATENT EASEMENT TO BE VACATED
	EXISTING WALL
	PROPOSED RETAINING & SCREEN WALL
	PROPOSED SCREEN WALL
	EXISTING FENCE
	PROPOSED FENCE
	EXISTING BUILDING
	PROPOSED BUILDING
	PROPOSED CONCRETE BARRIER RAIL
	EXISTING CURB & GUTTER
	EXISTING CURB
	EXISTING SIDEWALK
	EXISTING VALLEY GUTTER
	PROPOSED CURB & GUTTER
	PROPOSED CURB
	PROPOSED SIDEWALK
	EXISTING EDGE OF PAVEMENT
	PROPOSED EDGE OF PAVEMENT
	EXISTING EDGE OF PAVEMENT TO BE REMOVED
	EXISTING ROAD STRIPING
	PROPOSED BOLLARD
	PROPOSED DOOR
	SCARP
	SLOPE
	EXISTING GRADE
	PROPOSED GRADE
	EXISTING STREET LIGHT
	EXISTING AREA LIGHT
	PROPOSED AREA LIGHT

	EXISTING PARKING STRIPING
	PROPOSED ROAD STRIPING
	PROPOSED PARKING STRIPING
	EXISTING CONTOUR
	PROPOSED CONTOUR
	ADA ACCESS
	SAWCUT LIMITS
	RIDGE
	GRADE BREAK
	FLOW LINE
	EXISTING STORM DRAIN
	EXISTING STORM DRAIN TO BE REMOVED
	EXISTING SEWER LINE
	EXISTING WATER LINE
	EXISTING GAS LINE
	PROPOSED SEWER
	PROPOSED SEWER LATERAL
	PROPOSED WATER LINE
	PROPOSED STREET LIGHT CONDUIT
	PROPOSED TRAFFIC CONDUIT
	EXISTING SIGN
	PROPOSED SIGN
	PROPOSED SIGN
	EXISTING HANDICAP PARKING
	EXISTING HANDICAP PARKING
	EXISTING STORM DRAIN MANHOLE
	EXISTING SIDEWALK DRAIN
	EXISTING DROP INLET
	PROPOSED DROP INLET
	EXISTING SEWER MANHOLE
	PROPOSED SEWER MANHOLE
	EXISTING FIRE HYDRANT
	PROPOSED CLEAN OUT
	PROPOSED FIRE HYDRANT
	EXISTING WATER VALVE
	PROPOSED WATER VALVE
	PROPOSED BLUE REFLECTIVE PYMT MARKING
	EXISTING MISCELLANEOUS MANHOLE
	EXISTING POLE



①	INSTALL RADIO-TRANSMITTED 2" METER & BACKFLOW PREVENTER PER CITY OF MILPITAS STD DWG NO. 729 (SEE DETAIL 3, SHEET 4) & 734 (SEE DETAIL 4, SHEET 4)	EA	1
②	INSTALL 2" TYPE K COPPER DOMESTIC PIPE WATER LINE	LF	41
③	TRENCH AND BACKFILL PER CITY OF MILPITAS STD DWG NO. 220 (SEE DETAIL 1, SHEET 4)	LF	41
④	INSTALL 6" CURB AND GUTTER AND RESTORE SIDEWALK CONCRETE PAVEMENT PER CITY OF MILPITAS STD DWG NO. 222, 410 & 426 (SEE DETAILS 2, 7 & 8, SHEETS 4 & 5)	LF	60
⑤	INSTALL 2" SERVICE SADDLE & CORPORATION STOP W/FLARED FITTING PER CITY OF MILPITAS	EA	1
⑥	INSTALL 12" AC PLUG PER CITY OF MILPITAS	LF	60
⑦	INSTALL RPDA PER CITY OF MILPITAS STD DWG NO. DT 730 (SEE DETAIL 6, SHEET 5)	EA	1
⑧	STORMDRAIN INLET PROTECTION PER STD DETAIL SE-10 (SEE DETAIL 9, SHEET 5)	EA	1

Revisions						CITY OF MILPITAS ENGINEERING DIVISION	
Nurm.	Date	By	Description	City Engr.	Appr.	Date	
							Approved:
							Project No. 2-1345
							Drawing No.
							E-EN20-0256
							E.P. No.
							Sheet 2 of 7

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design is not negligent and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

84307
SIGNATURE _____ P.E. _____ SEA _____
Firm: **KIMLEY-HORN**
4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588
Address: _____
~~925-398-4840~~
Telephone: _____

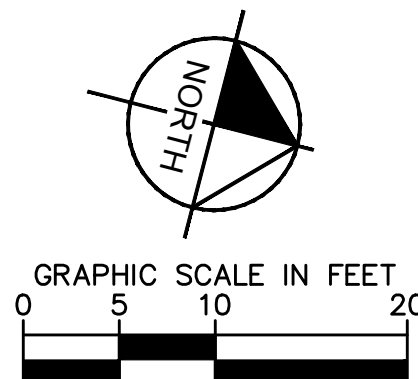
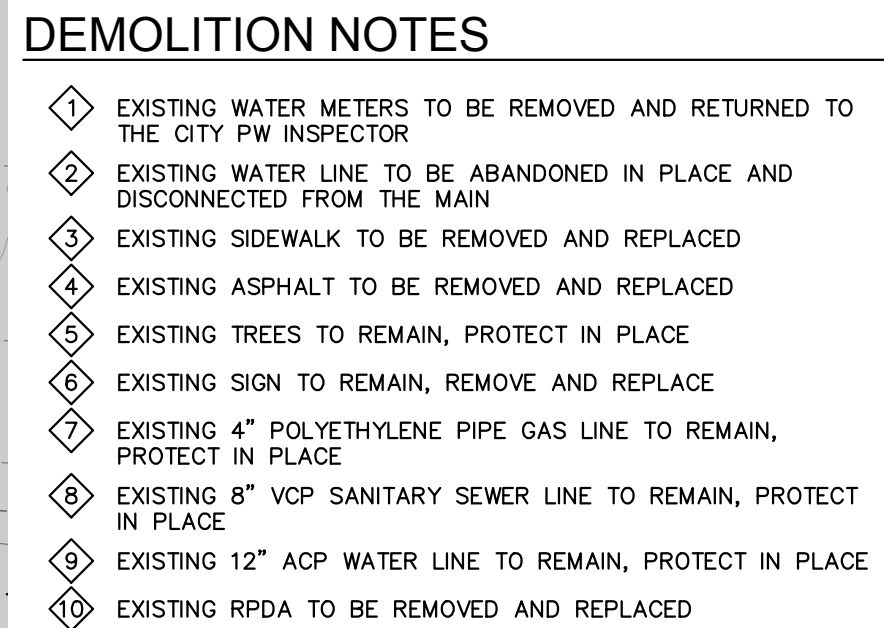


SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated SEPT 4, 2020, prepared by _____.

dated SEPT 4, 2020, prepared by
GILES ENGINEERING, INC.
MONICA L. SELL, P.E. &
JOHN L. MAIER, P.E. SEPTEMBER 4, 2020
 (Name) _____ Date _____
 Firm: GILES ENGINEERING, INC
 Address: 1965 NORTH MAIN STREET
ORANGE, CA 92865
 Telephone: (714) 279-0817

To be completed prior to acceptance of work by the City

Signature + Seal _____ Date _____
P.E. No. 84307 _____ Exp. 9/30/2021
Public Works Inspector: _____

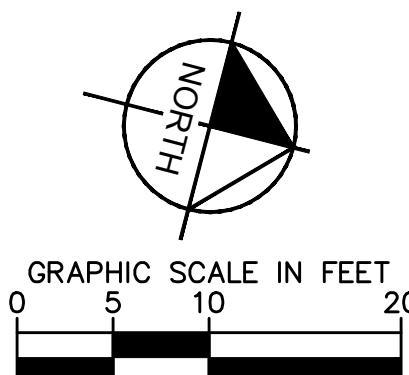


CONSTRUCTION NOTES

- ① INSTALL RADIO-TRANSMITTED 2" METER & BACKFLOW PREVENTER PER CITY OF MILPITAS STD DWG NO. 729 (SEE DETAIL 3, SHEET 4) & 734 (SEE DETAIL 4, SHEET 4)
- ② INSTALL 2" TYPE K COPPER DOMESTIC WATER PIPE - SEE SHEET 5 FOR PROFILE
- ③ TRENCH AND BACKFILL PER CITY OF MILPITAS STD DWG NO. 220 (SEE DETAIL 1, SHEET 4)
- ④ INSTALL 6" CURB AND GUTTER AND RESTORE SIDEWALK CONCRETE PAVEMENT (PER CITY OF MILPITAS STD DWG NO. 222, 410 & 426 (SEE DETAILS 2, 7 & 8, SHEETS 4 & 5))
- ⑤ INSTALL 2" SERVICE SADDLE & CORPORATION STOP W/FLARED FITTING PER CITY OF MILPITAS
- ⑥ INSTALL 12" AC PLUG PER CITY OF MILPITAS
- ⑦ INSTALL RPDA PER CITY OF MILPITAS STD DWG NO. DT 734 (SEE DETAIL 6, SHEET 5)
- ⑧ STORMDRAIN INLET PROTECTION PER STD DETAIL SE-10 (SEE DETAIL 9, SHEET 5)
- ⑨ EXISTING 6" SEWER LINE TO BE JET WASHED PRIOR TO USE

UTILITY NOTES:

1. EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO WARRANTY OR GUARANTEE IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION. ALL DISCREPANCIES MUST BE IMMEDIATELY REPORTED TO THE ENGINEER.
2. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL ALIGNMENT OF EXISTING UTILITIES AND TO NOTIFY THE DESIGN ENGINEER IMMEDIATELY ON ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS TO UTILITIES ARE TO CENTERLINE OF PIPE UNLESS INDICATED OTHERWISE.
4. ALL SEWER LENGTHS SHOWN ARE FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
5. SEE ARCHITECTURAL PLANS FOR ALL CONNECTION DETAILS AT THE BUILDING.
6. SEE LANDSCAPE PLANS BY OTHERS FOR ALL IRRIGATION AND LANDSCAPING INFORMATION.
7. SEE PLANS BY ELECTRICAL & PLUMBING ENGINEER & PG&E FOR ALL DRY UTILITY INFORMATION.



CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 670.1 of the business and professions codes, and list the design is consistent with current standards. The design is as necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

84307
SIGNATURE _____ P.E. _____ SEAL _____
Firm: **KIMLEY-HORN**
Address: **4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588**
Telephone: **925-398-4840**



SOILS ENGINEER: These plans have reviewed and found to be in substantial performance with the intent and purpose of the geotechnical exploration report dated SEPT 4, 2020, prepared by GILES ENGINEERING, INC.
MONICA L. SELL, P.E. & JOHN L. MAIER, P.E. SEPTEMBER 4, 2020
(Name) _____ Date _____
(Firm): GILES ENGINEERING, INC.
Address: 1965 NORTH MAIN STREET
ORANGE, CA 92865
Telephone: (714) 279-0817

SEAI

Record Drawings

To be completed prior to acceptance of work by the City

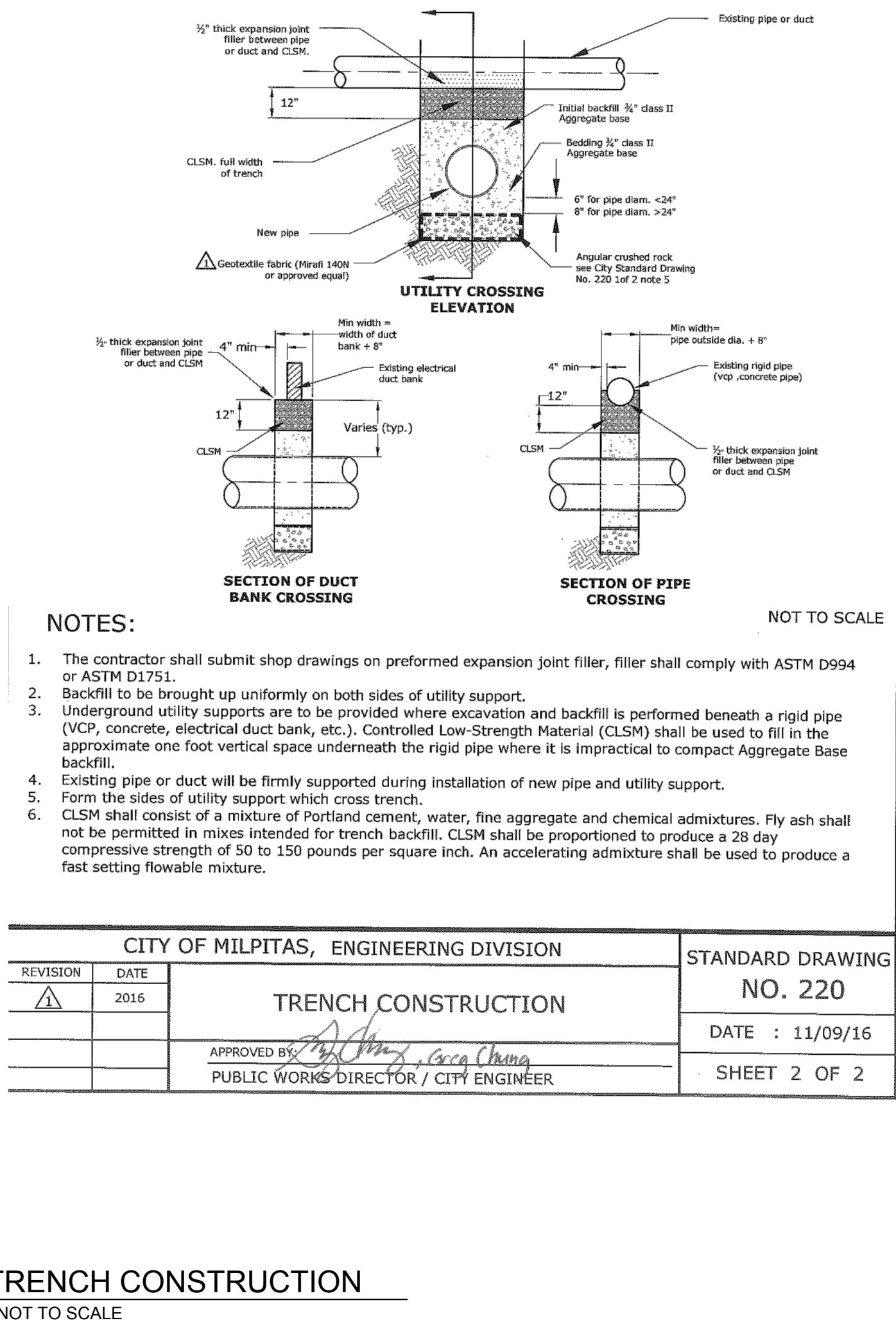
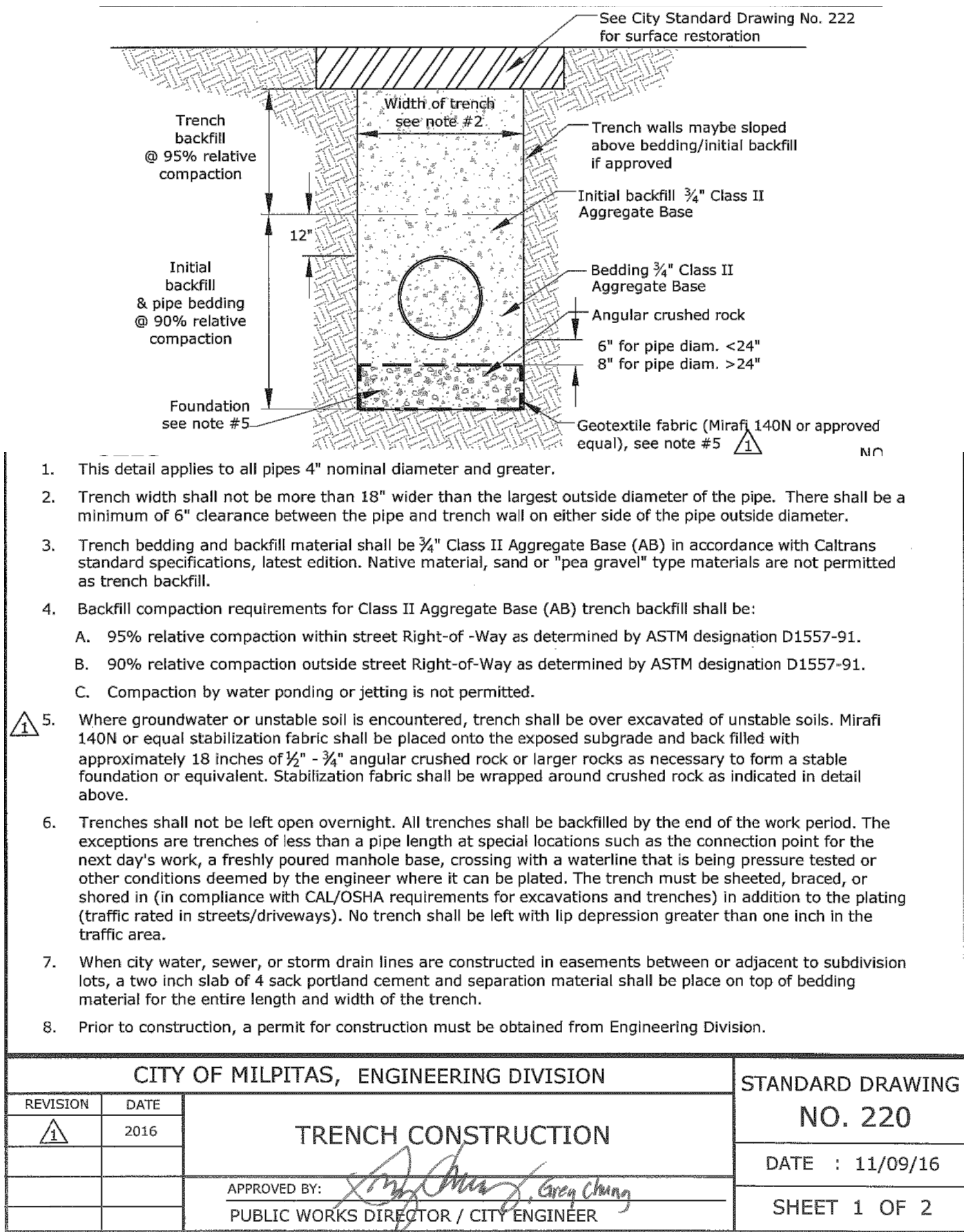
Signature + Seal _____ Date _____
P.E. No. 84307 _____ Exp. 9/30/2021
Public Works Inspector: _____

Revisions

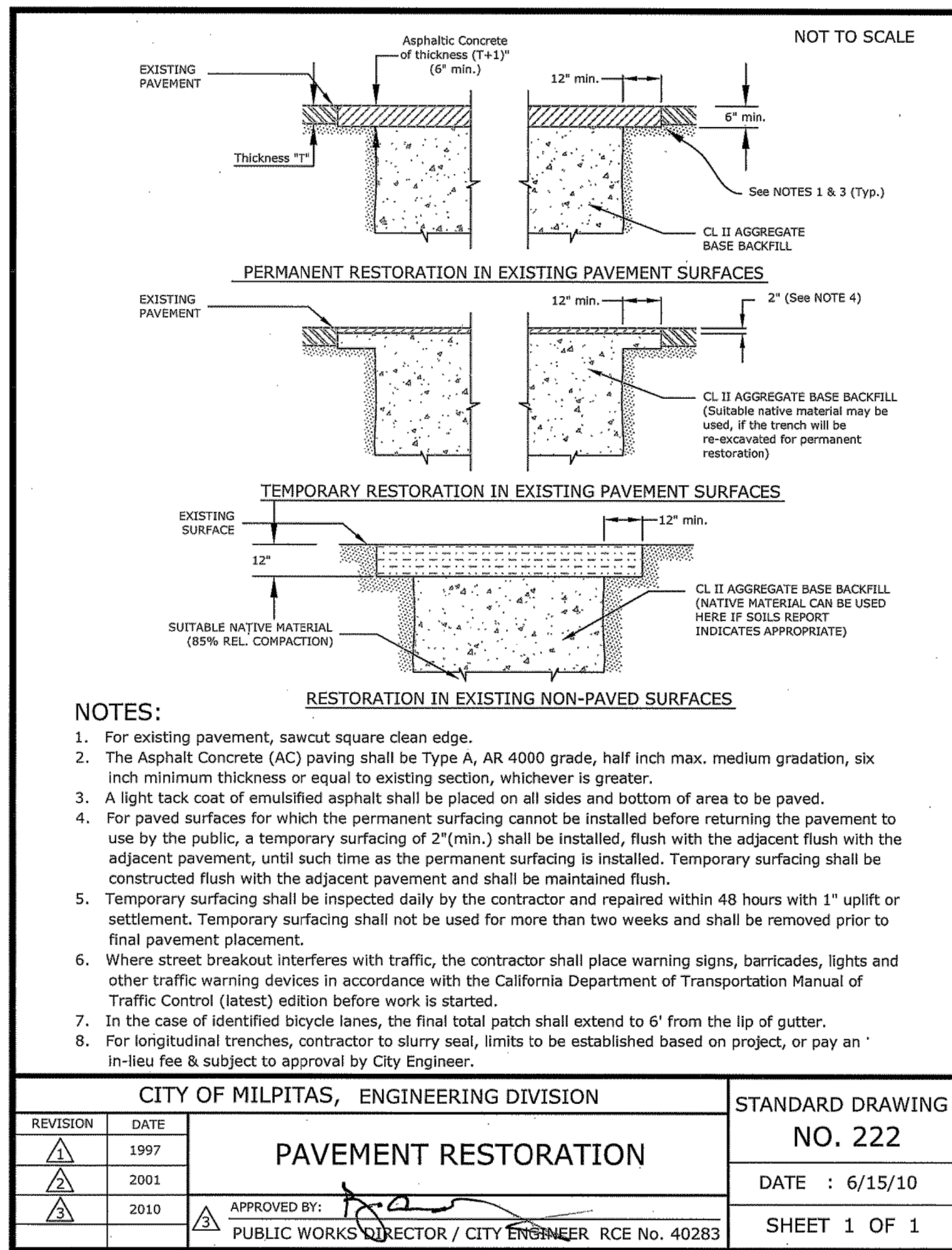
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**CITY OF MILPITAS
ENGINEERING DIVISION**

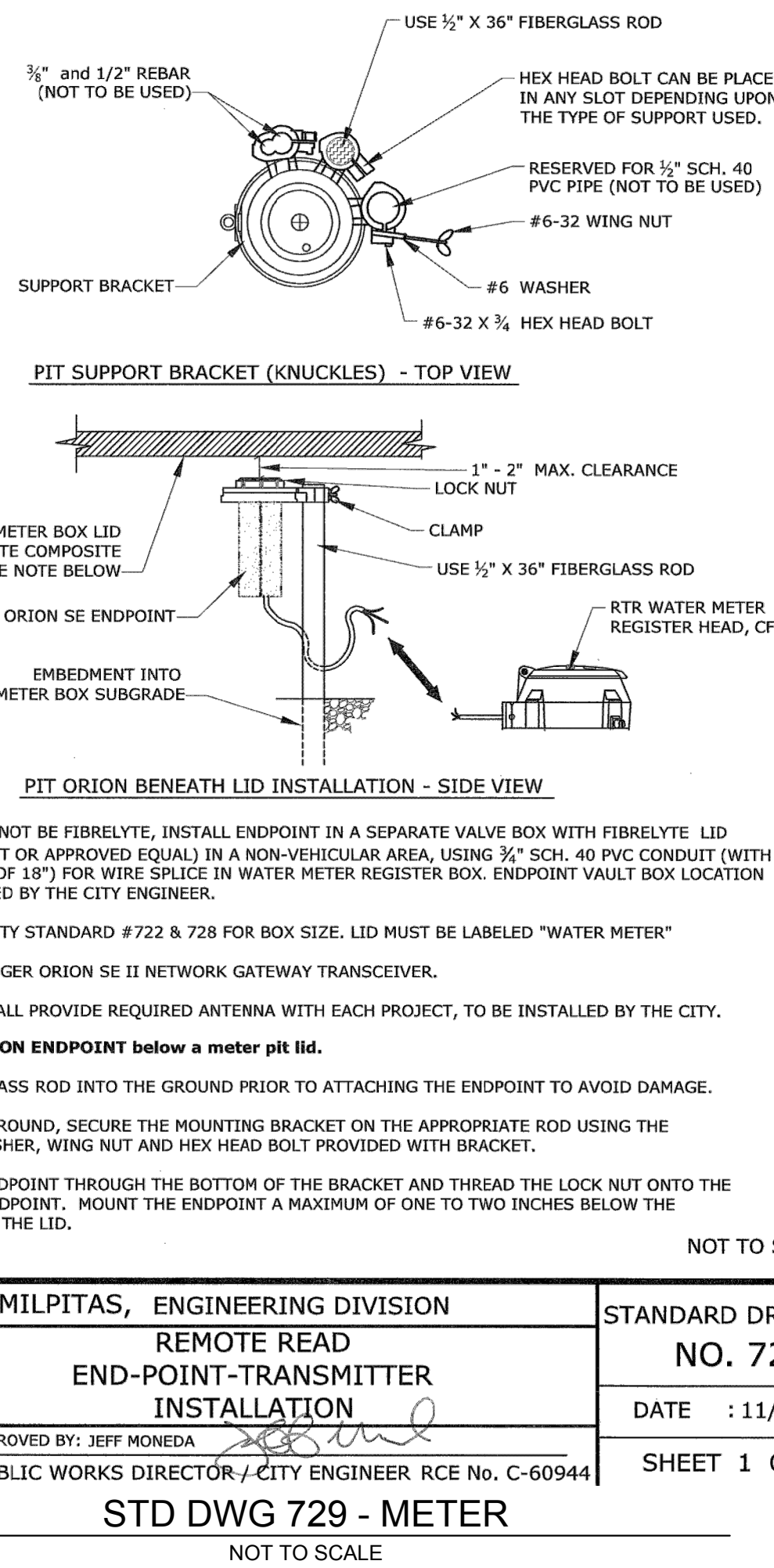
Approved: _____	Project No. <u>2-1345</u>
City Engineer _____ Date _____	Drawing No. _____
Any changes to public improvements shall be approved by the City engineer	E-EN20-0256
Recommended for approval: _____	E.P. No. _____
Fire Dept _____ Date _____	Sheet <u>3</u> of <u>7</u>
Engineering _____ Date _____	



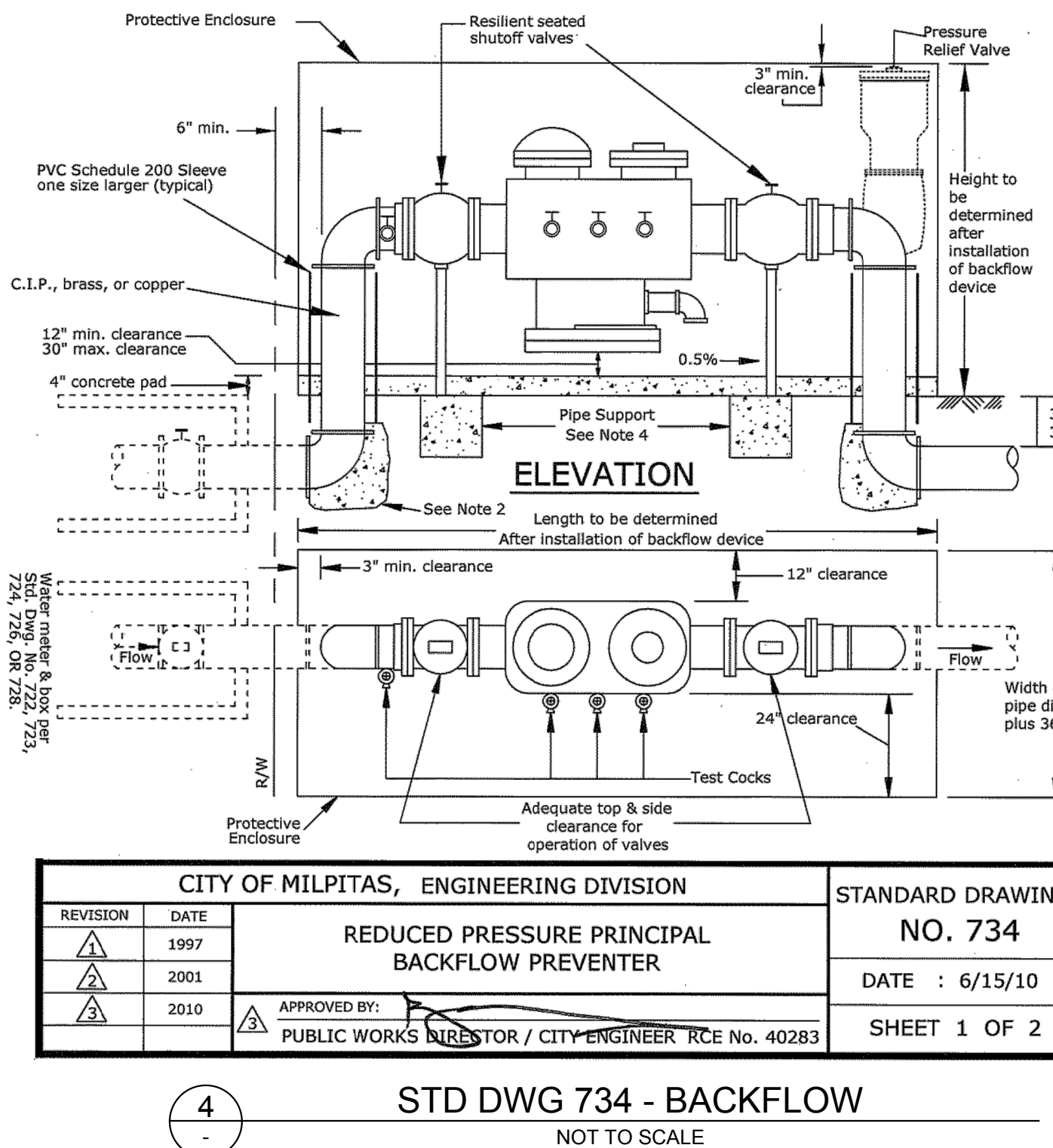
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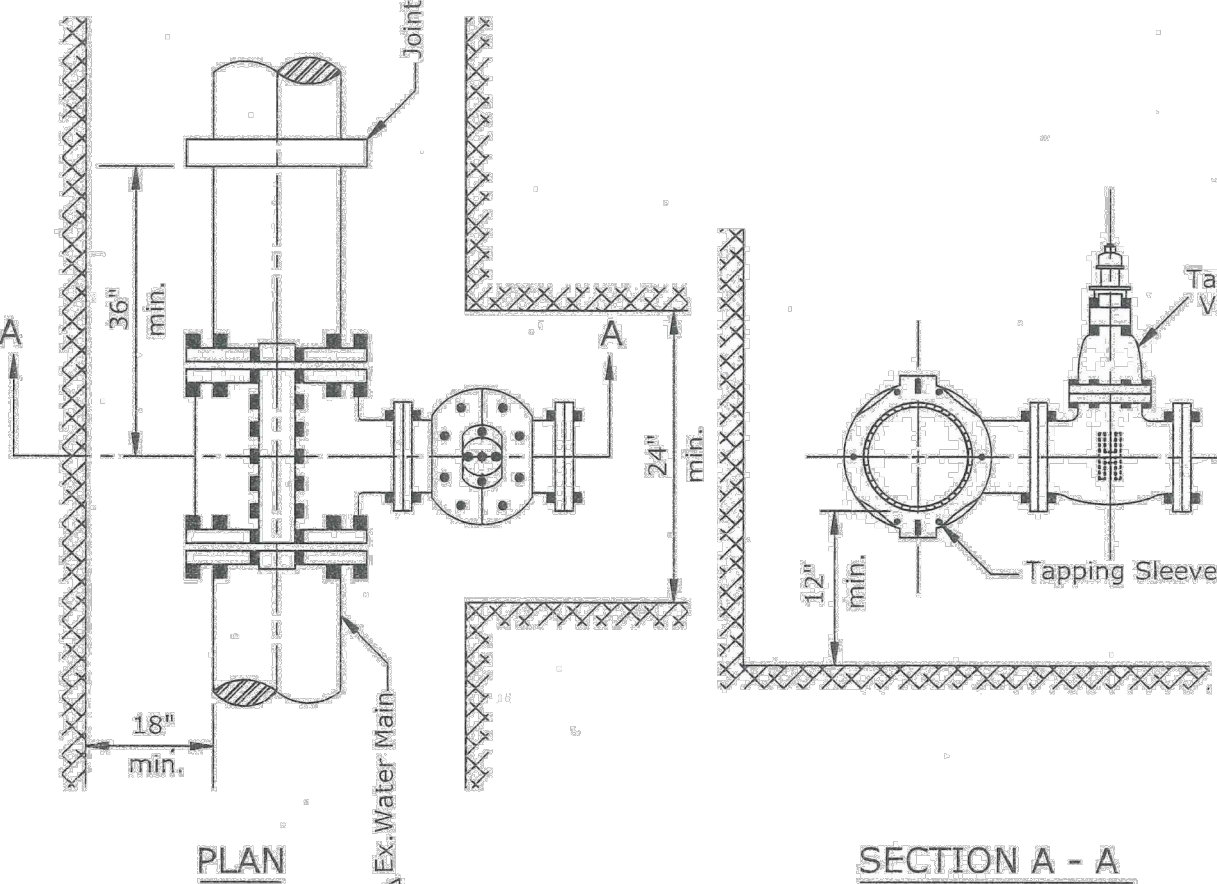
2 STD DWG 222 - PAVEMENT RESTORATION



3 STD DWG 729 - METER



4 STD DWG 734 - BACKFLOW



5 STD DWG 708 - NO BACK BONE WET TAPS

NOT TO SCALE

TYPICAL DETAILS 1 OF 2

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown hereon is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE
Firm: **KIMLEY-HORN**
Address: **4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588**
Telephone: **925-398-4840**



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report dated **SEPT 4 2020**, prepared by **GILES ENGINEERING, INC.**
MONICA L. SELL, P.E. & JOHN L. MAIER, P.E. **SEPTEMBER 4, 2020**
(Name) Date
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Address: **1965 NORTH MAIN STREET**
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Telephone: **(714) 279-0817**

Record Drawings
To be completed prior to acceptance of work by the City

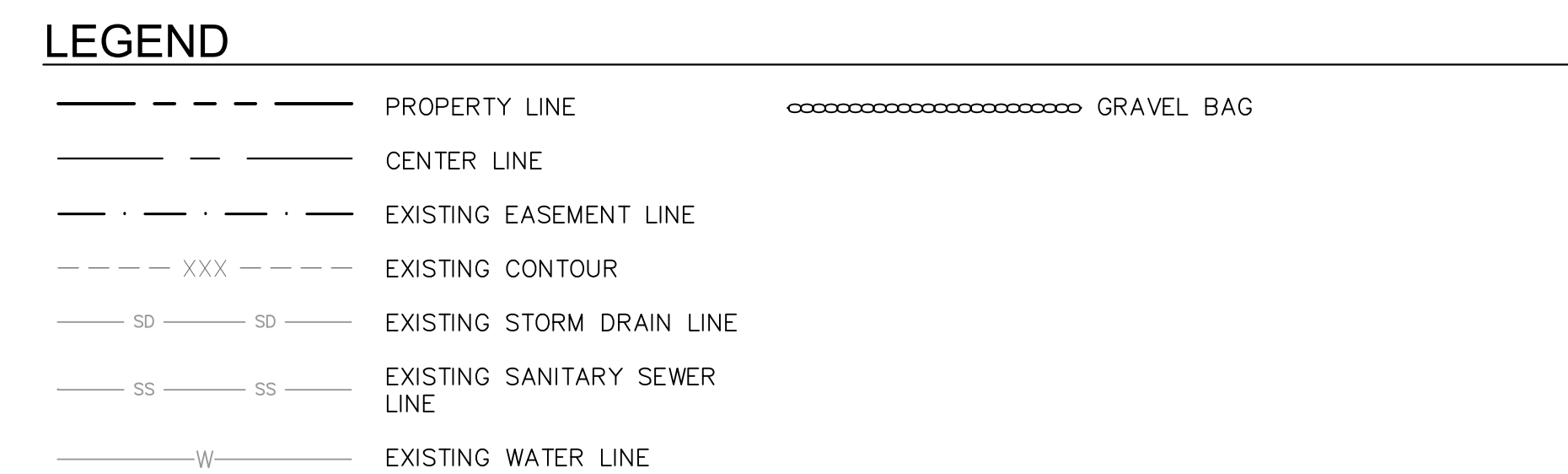
Signature + Seal Date
P.E. No. **84307** Exp. **9/30/2021**
Public Works Inspector:

Revisions

Nurm.	Date	By	Description	City Engr. Aprv.	Date

**CITY OF MILPITAS
ENGINEERING DIVISION**

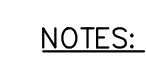
Approved: _____ Project No. **2-1345**
Drawing No. _____
City Engineer Date _____
Any changes to public improvements shall be approved by the City engineer
Recommended for approval: _____ E.P. No. _____
Fire Dept. Date _____
Engineering Date _____
Sheet **4** of **7**



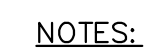
- 1 GRAVEL BAG - SEE DETAIL 1, THIS SHEET. CONTRACTOR TO MAINTAIN DURING ALL GRADING AND MOBILIZATION ACTIVITIES
- 2 CHAIN LINK FENCE WITH GREEN SCREEN. CONTRACTOR TO MAINTAIN DURING ALL GRADING & MOBILIZATION ACTIVITIES
- 3 INSTALL TREE PROTECTION AROUND DRIP LINE OF TREE - SEE DETAIL 2, THIS SHEET

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING INCLEMENT WEATHER. NECESSARY MATERIAL SHALL BE AVAILABLE ONSITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.
2. DEVICES SHALL BE REMOVED WITHOUT THE APPROVAL OF THE COUNTY INSPECTION.
3. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY, WHEN THE FIVE-DAY RAIN FORECAST EXCEEDS 40 PERCENT.
4. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS AND DESILTING BASINS. ANY GRADED SLOPE SURFACE PROTECTION MEASURES DAMAGED DURING A RAINSTORM SHALL ALSO BE IMMEDIATELY REPAIRED.
5. THE FACES OF CUT AND FILL SLOPES SHALL BE PREPARED AND MAINTAINED TO CONTROL AGAINST EROSION. EROSION PROTECTION SHALL CONSIST OF EFFECTIVE PLANTING OF ALL SLOPES IN EXCESS OF FIVE (5) FEET HIGH UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEER. SLOPES EXCEEDING FIFTEEN (15) FEET HIGH MAY REQUIRE AN ADEQUATE SPRINKLER SYSTEM, AS DETERMINED BY THE COUNTY ENGINEER. THE SLOPE PROTECTION SHALL BE INSTALLED AS SOON AS PRACTICABLE AND PRIOR TO CALLING FOR FINAL INSPECTION.
6. FILL SLOPES MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
7. THE CONTRACTOR SHALL USE BEST JUDGEMENT IN DECIDING APPROPRIATE EROSION CONTROL MEASURES DURING THE COURSE OF CONSTRUCTION, FOR THE GOAL OF REDUCING OR ELIMINATING OFFSITE DISCHARGES OF SEDIMENT AND OTHER POLLUTANTS.
8. EROSION CONTROL SHALL BE INSTALLED WITHIN OR ADJACENT TO ANY OF THE GRADED AREAS AS SHOWN ON THE PLANS.
9. GENERATE AND MAINTAIN REPORTS AFTER EACH RAIN IN EXCESS OF 0.1.
10. KEEP REPORTS AND NPDES PERMIT ON SITE.
11. THE CONTRACTOR SHALL INDICATE ON THIS PLAN THE LOCATION OF THE FOLLOW (AS APPLICABLE) ONCE THEY HAVE BEEN DETERMINED:
 - CONSTRUCTION TRAILERS
 - MATERIAL LOADING, UNLOADING AND STAGING AREA;
 - SUPPLY CONTAINERS/STORAGE AREA;
 - EQUIPMENT YARDS;
 - SOIL STOCKPILE AREAS;
 - LANDSCAPE STAGING AREAS; AND
 - CONSTRUCTION ENTRANCES
12. IN CASE OF EMERGENCY CONTACT:
ROBERT JENKINS AT (619)857-3750

CONTRACTOR TO USE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE WITH NPDES AND WATER MANAGEMENT DISTRICT REGULATIONS FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND DEWATERING OPERATIONS.



1. GRAVEL BAG MATERIAL: POLYPROPYLENE, POLYETHYLENE OR POLYIMIDE WOVEN FABRIC, MINIMUM UNIT WEIGHT 4 OUNCES PER SQUARE YARD, MULLEN BURST STRENGTH EXCEEDING 300 PSI AND ULTRAVIOLET STABILITY EXCEEDING 70%
2. GRAVEL BAG SHALL BE FILLED WITH 3/4" ROCK OR 1/4" PEA GRAVEL.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT.



1. TREE PROTECTION SHALL ADHERE TO THE CITY OF MILPITAS REQUIREMENTS. SEE TREE PROTECTION PLANS FOR ADDITIONAL DETAILS.
2. TREE PROTECTION FENCING SHALL BE CHAIN LINK AND STAKED AS APPROVED BY THE ENGINEER.

CIVIL ENGINEER: I hereby declare I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown herein is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and techniques to reduce quantity and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

84307
P.E.

SIGNATURE _____
Firm: **KIMLEY-HORN** _____ SEA
Address: **4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588**
Telephone: **925-398-4840**



SEAL

Record Drawings To be completed prior to acceptance of work by the City	
Signature + Seal	Date
P.E. No. 84307	Exp. 9/30/2021
Public Works Inspector:	

Fresh Concrete and Mortar Application

Who should use this information?

- Masons and Bricklayers
- Sidewalk Construction Crews
- Patio Construction Workers
- Construction Inspectors
- General Contractors
- Home Builders
- Developers
- Concrete Delivery/Pumping Workers



Storm Drain Pollution from Fresh Concrete And Mortar Applications

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks can block storm drains, causes serious problems, and is prohibited by law.

Heavy Equipment Operation

Who should use this information?

- Vehicle and Equipment Operators
- Site Supervisors
- General Contractors
- Home Builders
- Developers



Stormwater Pollution from Heavy Equipment on Construction Sites

Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids on the construction site are common sources of storm drain pollution. Prevent spills and leaks by isolating equipment from runoff channels, and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

Earth-Moving and Dewatering Activities

Who should use this information?



- Bulldozer, Back Hoe, and Grading Machine Operators
- Dump Truck Drivers
- Site Supervisors
- General Contractors
- Home Builders
- Developers

Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains when handled improperly. Sediments in runoff can clog storm drains, smother aquatic life, and destroy habitats in creeks and the Bay. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

Contaminated groundwater is a common problem in the Santa Clara Valley. Depending on soil types and site history, groundwater pumped from construction sites may be contaminated with toxics (such as oil or solvents) or laden with sediments. Any of these pollutants can harm wildlife in creeks or the Bay, or interfere with wastewater treatment plant operation. Discharging sediment-laden water from a dewatering site into any water of the state without treatment is prohibited.

Doing the Job Right General Business Practices

- Schedule excavation and grading work during dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment parts, or clean equipment.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control

Field Manual 1 for proper erosion and sediment control measures, and California Stormwater Quality Association Stormwater Best Management Practice Handbook (construction, 2003)

Dewatering Operations Check for Toxic Pollutants

- Check for odors, discoloration, or an oily sheen on groundwater.
- Call your local wastewater treatment agency and ask whether the groundwater must be tested.
- If contamination is suspected, have the water tested by a certified laboratory.
- Depending on the test results, you may be allowed to discharge pumped groundwater to the storm drain (if no sediments present) or sanitary sewer. OR, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Detecting Contaminated Soil or Groundwater

Contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved know what to look for in detecting contaminated soil or groundwater, and testing ponded groundwater before pumping. Watch for any of these conditions:

1. Unusual soil conditions, discoloration or odor.
2. Abandoned underground tanks.
3. Abandoned wells.
4. Buried barrels, debris or trash.

If any of these are found follow the procedures below.

Doing the Job Right General Business Practices

- Develop and implement erosion/sediment control plans for roadway embankments.
- Schedule excavation and grading work during dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs at designated areas in your maintenance yard, where cleanup is easier. Avoid performing equipment repairs at construction sites.
- When refueling or when vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment parts or clean equipment.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible, or dispose of properly.



Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for asphalt, saw-cut slurry or excavated material to illegally enter storm drains. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains, creeks, and the Bay.

Painting and Application of Solvents and Adhesives

Who should use this information?

- Painters
- Paperhangers
- Plasterers
- Graphic Artists
- Dry Wall Crews
- Floor Covering Installers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Paints, Solvents, and Adhesives

All paints, solvents, and adhesives contain chemicals that are harmful to wildlife in local creeks, San Francisco Bay, and the Pacific Ocean. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint material and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right Handling Paint Products

- Keep all liquid paint products and wastes away from the gutter, street, and storm drains. Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes and must be disposed of as hazardous.
- Wash water from painted buildings constructed before 1978 can contain high amounts of lead, even if paint chips are not present. Before you begin stripping paint or cleaning pre-1978 building exteriors with water under high pressure, test paint for lead by taking paint scrapings to a local laboratory. See Yellow Pages for a state-certified laboratory.
- If there is loose paint on the building, or if the paint tests positive for lead, block storm drains. Check with the wastewater treatment plant to determine whether you may discharge water to the sanitary sewer, or if you must send it offsite for disposal as hazardous waste.

Paint Removal

- Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury or tributyl tin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor.
- When stripping or cleaning building exteriors with high pressure water, block storm drains. Direct wash water onto a dirt area to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer. Sampling of the water may be required to assist the wastewater treatment authority in making its decision.

Painting Cleanup

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary

During Construction

- Don't mix up more fresh concrete or cement than you will use in a two-hour period.
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- Protect applications of fresh concrete and mortar from rainfall and runoff until the material has dried.
- Wash down exposed aggregate concrete only when the wash water can (1) flow onto a dirt area; (2) drain onto a bermed surface from which it can be pumped and disposed of properly; or (3) be vacuumed from a catchment created by blocking a storm drain inlet. If necessary, divert runoff with temporary berms. Make sure runoff does not reach gutters or storm drains.
- When breaking up pavement, be sure to pick up all the pieces and dispose of properly. Recycle large chunks of broken concrete at a local recycling facility.
- Never bury waste material. Dispose of small amounts of excess dry concrete, grout, and mortar in the trash.
- Never dispose of washout into the street, storm drains, drainage ditches, or streams.

Spill Cleanup

- Clean up spills immediately when they happen.
- Never hose down "dirty" pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

Remember: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. You may be held responsible for any environmental damage caused by your subcontractors or employees.

Preventing Pollution: It's Up to Us

In the Santa Clara Valley, storm drains transport water directly to local creeks and San Francisco Bay without treatment. Stormwater pollution is a serious problem on our creeks and bays and for the people who live near polluted streams or baylands. Common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; sediment created by erosion; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.



Santa Clara Valley Urban Runoff Pollution Prevention Program

Thirteen valley municipalities have joined together with Santa Clara County and the Santa Clara Valley Water District to educate local residents and businesses and fight stormwater pollution. This "blueprint" summarizes "Best Management Practices" (BMPs) for stormwater pollution prevention.

General Construction and Site Supervision

Who should use this information?

- General Contractors
- Site Supervisors
- Inspectors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Construction Activities

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay.

As a contractor, or site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

- Landscapers
- Gardeners
- Swimming Pool/Spa Service and Repair Workers
- General Contractors
- Home Builders
- Developers
- Homeowners



Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

Many landscaping activities expose soils and increase the likelihood that earth and garden chemicals will runoff into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

Doing the Job Right General Business Practices

- Protect stockpiles (e.g., asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Schedule grading and excavation projects during dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags or other sediment controls.
- Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

- Consider using Integrated Pest Management Techniques. Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product. Dispose of rinsed, empty containers in the trash.
- Dispose of unused pesticides as hazardous waste.

Spill Response Agencies:

1. Dial 911
2. Santa Clara County Environmental Health Services (408) 299-6930
3. Governor's Office of Emergency Services Warning Center (800) 852-7550 (24 hours).

Small Business Hazardous Waste Disposal Program

Santa Clara County businesses that generate less than 27 gallons or 220 pounds of hazardous waste per month are eligible to use Santa Clara County's Small Business Hazardous Waste Disposal Program. Call (408) 299-7300 for a quote, more information or guidance on disposal.

Local Pollution Control Agencies

- Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195
- Santa Clara Valley Water District (408) 265-2600
- San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300
- Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

- Place portable toilets away from storm drains. Make sure portable toilets are in good working order. Check frequently for leaks.

Materials/Waste Handling

- Practice Source Reduction – minimize waste when you order materials. Order only the amount you need to finish the job.
- Use recyclable materials whenever possible. Arrange for pick-up of recyclable materials such as concrete, asphalt, scrap metal, solvents, degreasers, cleared vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and tires.
- Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or stream bed.

Permits

- In addition to local grading and building permits, you will need to obtain coverage under the State's General Construction Activity Stormwater Permit if your construction site's disturbed area totals 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Pool/Fountain/Spa Maintenance

Draining pools or spas

- When it's time to drain a pool, spa, or fountain, please be sure to call your local wastewater treatment plant before you start for further guidance on flow rate restrictions, backflow prevention, and handling special cleaning waste (such as acid wash). Discharge flows should be kept to the low levels typically possible through a garden hose. Higher flow rates may be prohibited by local ordinance.
- Never discharge pool or spa water to a street or storm drain; discharge to a sanitary sewer.
- If possible, when emptying a pool or spa, let chlorine dissipate for a few days and then recycle/reuse water by draining it gradually onto a landscaped area. OR

- San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

- Never clean a filter in the street or near a storm drain. Rinse cartridge and diatomaceous earth filters onto a dirt area, and spade filter residue into soil. Dispose of spent diatomaceous earth in the garbage.
- If there is no suitable dirt call San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300 for instructions on discharging filter backwash or rinse water to the sanitary sewer.

Milpitas Municipal Code (MMC) 2017

XI-16-11 Accidental Discharge - Notification of Discharge

(a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:

- (1) Sewage;
- (2) Discharges of wash water resulting from the cleaning of exterior surfaces and pavement, or the equipment and other facilities of any commercial business, or any other public or private facility;
- (3) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
- (4) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
- (5) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
- (6) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).

The City, at its sole option, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. All violations shall be corrected in a timely manner before the next rain event, but no longer than ten (10) business days after the violations are discovered.

(b) The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written statement to the City Manager or his or her designee describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 6650 of the California Fish and Wildlife Code, or any other applicable provisions of State or federal law.

(c) Persons deemed by the City responsible for the discharge are responsible for all expenses resulting from the discharge, including, but not limited to, damages, fines, and costs of clean-up when performed by their own efforts, City efforts, or the efforts of a third party. Reimbursement of City efforts shall be determined by the number of personnel required and amount of time necessary for the coordination of City efforts and actual clean-up. All personnel costs shall be charged at their current fully-burdened rate, including overtime, plus any and all other direct costs.

XI-16-14 Enforcement and Penalties

(a) Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section I-14.091 of this Code.

(b) Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or order issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed twenty-five thousand dollars per day for each day in which such violation occurs.

(c) Administrative Citations. When the City Manager and/or his or her designee determines that one or more violations of this Chapter have occurred an administrative citation may be issued pursuant to the procedures set forth in Sections V-500-8.00 through V-500-8.06. The schedule of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.

(d) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or revoked, Stormwater Pollution Prevention Plans may be found in noncompliance, and corrective actions may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those sites or projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall enumerate the violations found. The City Manager or his or her designee shall order compliance by a date or hour certain at his or her discretion. If the violations are not abated in the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with federal, State and local laws and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice and/or deem the Stormwater Pollution Prevention Plan inadequate. If a Stop Work Notice is issued, corrective actions must be performed until the site has achieved compliance. Corrective actions may include revision and resubmission of any Plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan or Grading Plan. The City Manager or his or her designee may also require a discharger that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, testing, and release of stormwater.

(e) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system when such suspension is necessary to stop an actual or threatened discharge which presents, or may present, imminent and substantial danger to the environment or to the health, safety, or persons; or presents, or may present, imminent and substantial danger to the storm drain system.

CLEAN BAY BLUEPRINT

CIVIL ENGINEER: I hereby declare that I am the engineer of work for this project, that I have exercised responsible charge over the design of the project as defined in section 6703 of the business and professions codes, and that the design is consistent with current standards. The design shown herein is necessary and reasonable and does not restrict any historic drainage flows from adjacent properties nor increase drainage to adjacent properties. The design includes principles and methods to reduce quantities and improve the quality of storm water runoff, as required by NPDES. I understand that the check of project drawings and specifications by the City of Milpitas is confined to a review only and does not relieve me, as engineer of work, of my responsibilities for project design.

SIGNATURE
Firm: **KIMLEY-HORN**
Address: **4637 CHABOT DR, SUITE 350, PLEASANTON, CA 94588**
Telephone: **925-398-4840**



SOILS ENGINEER: These plans have reviewed and found to be in substantial conformance with the intent and purpose of the geotechnical exploration report prepared by **GILES ENGINEERING, INC.** prepared by **MONICA L. SELL, P.E. & JOHN L. MAIER, P.E.** on **SEPTEMBER 4, 2020**.
Address: **1965 NORTH MAIN STREET, ORANGE, CA 92665**
Telephone: **(714) 279-0817**

Record Drawings

To be completed prior to acceptance of work by the City

Signature & Seal
P.E. No. **84307**

Date
Exp. 9/30/2021

Public Works Inspector

Revisions

Nurm.	Date	By	Description	City Engr.	Aprv.	Date

CITY OF MILPITAS ENGINEERING DIVISION

Approved:	Project No. 2-1345
Drawing No.	E-EN20-0256
City Engineer	Date
Any changes to public improvements shall be approved by the City engineer	E.P. No.
Recommended for approval:	Sheet 7 of 7
Fire Dept.	Date
Engineering	Date



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the First Amendment to the Lease Agreement Between City of Milpitas and the County of Santa Clara for Operation of Dog Park Facilities in Ed Levin Park
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/2/2021
Staff Contact:	Tony Ndah, Public Works Director, 408-586-2602
Recommendation:	Approve the First Amendment to the Lease Agreement Between City of Milpitas and the County of Santa Clara for Operation of Dog Park Facilities in Ed Levin Park

Background:

On February 25, 2003 the City entered into a no-cost 15-year lease agreement with the County of Santa Clara (County) for the operation of dog park facilities in Ed Levin Park. The lease expired on February 25, 2018 and the City has been able to continue operation and maintenance of the dog park facilities in a holdover status.

The lease agreement provides for an extension to the lease for an additional ten years. Due to staffing shortages in part caused by the COVID-19 pandemic, the City and County were not able to timely exercise the ten year lease extension option of the original lease agreement.

Analysis:

Based on the County's request, staff is seeking Council approval of the first amendment to the lease agreement to allow for continued operation of the dog park at Ed Levin Park. The recommended amendment will extend the Lease retroactively from February 26, 2018 through February 25, 2028.

With the approval of the First Amendment to the Lease Agreement, City staff will continue to operate and maintain the dog park at Ed Levin park for continued use by the public.

Policy Alternative:

Alternative: Not approve First Amendment to the lease agreement with the County.

Pros: none

Cons: City would have to cease operation of the dog park at Ed Levin Park

Reason for not Recommending: This no-cost retroactive extension serves the public interest.

Fiscal Impact:

There is no fiscal impact associated with the approval of this amendment to the lease agreement. The cost for the operation and maintenance of the park is included in the Public Works Department budget.

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. Further, the continuation of the lease arrangement will maintain the status quo and no physical changes that could lead to environmental changes are anticipated at this time from the mere extension of the lease agreement.

Recommendation:

Approve the First Amendment to the Lease Agreement Between City of Milpitas and the County of Santa Clara for Operation of Dog Park Facilities in Ed Levin Park.

Attachment:

1. Original Lease Agreement (February 25, 2003)
2. First Amendment to Lease Agreement
3. Exhibit B Insurance and Indemnifications Requirements

LEASE

CITY OF MILPITAS – ED LEVIN COUNTY PARK – DOG PARK FACILITY

This is a Lease between CITY OF MILPITAS, a municipal corporation, (LESSEE), and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, (COUNTY) for a dog park on the County property described in Exhibit A (Premises).

RECITALS

1. COUNTY owns the property located in Ed Levin County Park shown on Exhibit B.
2. COUNTY wishes to lease the Premises to LESSEE, who will provide dog park facilities so that the public may enjoy this unique facility.
3. LESSEE wishes to lease the Premises from COUNTY to install, maintain, and operate a dog park.

COUNTY and LESSEE agree as follows:

1. EXHIBITS

The following exhibits are incorporated into this Lease by reference:

- | | | |
|------------|---|---|
| Exhibit A | - | Legal description of the premises |
| Exhibit B | - | Plat of the Premises (building and grounds) |
| Exhibit C | - | Project Description |
| Exhibit D. | - | Basic Insurance Requirements |
| Exhibit E | - | Maintenance Standards |
| Exhibit F | - | Lease Monitoring Checklist |

2. DEFINITIONS

- a. **LESSEE.** The person or entity named in this Lease to have the exclusive use of the Premises to carry out the approved activities subject to the conditions of this Lease. LESSEE also includes any sublessee, successor in interest or LESSEE agent.
- b. **Director.** The Director of Parks & Recreation, County of Santa Clara.
- c. **Premises.** The area defined in Exhibits A and B.

3. SITE

- a. **Location.** The Premises are a part of Ed Levin County Park described on the attached Exhibit A.

CONTRACTOR'S COPY

- b. **Premises As -Is - No Warranty.** LESSEE acknowledges personal inspection of the Premises and the surrounding area and accepts the Premises as-is. LESSEE further agrees to make no demands on COUNTY for any improvements or alterations to the Premises.

COUNTY offers no warranties for the condition of the Premises, its soil, water, or utilities.

LESSEE accepts all aspects of the Premises, including, without limitation:

- Any asbestos, PCB's, other hazardous materials in any structure, in the ground or in any ground water;
- Water availability or lack of availability;
- All existing and future ordinances, statutes, and regulations.

LESSEE acknowledges that COUNTY has made no representations, express or implied, about the Premises or its suitability for LESSEE's purposes.

4. **USE**

- a. **Purpose.** The COUNTY leases the Premises to LESSEE, and LESSEE agrees to provide dog park facilities to the public subject to the provisions of this Lease. LESSEE shall provide these services whenever Ed Levin County Park is open to the public, subject to maintenance requirements as shown in Exhibit E.

- b. **Special Use Permit.** LESSEE shall apply for a COUNTY Special Use Permit for any events or activities within the COUNTY park system which meet any of the following criteria:

- (i) conducted outside the Lease Premises;
- (ii) takes place outside regular Park hours-8 a.m. to sunset;
- (iii) is likely to attract concentrations of park visitors higher than the normal capacity of the Premises, requiring the use of park areas beyond the Premises.

- c. **County Reservations-Emergency Access.** COUNTY reserves the right to enter the Premises at all reasonable times and with reasonable notice for any purpose connected with COUNTY work, including Lease compliance, health and safety inspections, or to show the Premises to prospective lessees. COUNTY shall have the right to erect on the Premises from time to time a suitable sign indicating the Premises are available for lease.

COUNTY shall have the right to enter without notice at all times for any emergency. LESSEE shall provide COUNTY with keys or combinations to all entrances and doors on the Premises before the start of operations. LESSEE shall provide COUNTY with new keys or combinations before any rekeying or lock changes.

d. **Prohibited Uses.**

(i) **Natural Resources.** LESSEE shall cut no timber, conduct no mining operations, remove no sand, gravel, or similar substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under conditions in this Lease. LESSEE shall remove fallen or dead timber as required for safety or aesthetic reasons and dispose of it or use it in any legal manner.

(ii) **Noise.** LESSEE shall not install, use, or permit the installation or use on the Premises of any public address equipment, television equipment, juke box, radio, loudspeaker or other equipment or device producing noises that can be heard outside the Premises except by COUNTY's special permit.

(iii) **Permanent Residences.** LESSEE shall not permit any person to use any structure or facility on the Premises for a permanent, full-time residence, or temporary residence without the express written consent of the Director.

(iv) **Water Pollution.** LESSEE shall not discharge any substances, which will contaminate streams or other bodies of water or otherwise become a public nuisance. Such regulations, conditions, or instructions in effect or prescribed by the federal, state or local government are a condition of this Lease. LESSEE shall comply promptly with any regulations, conditions, or instructions affecting the activity authorized if and when issued by the federal, state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution.

(v) **Waste or Nuisance.** Lessee shall not commit nor permit any act that constitutes a waste or a nuisance or that will interfere in any way with the adjoining COUNTY parklands or cause disruption to park users.

e. **COUNTY-requested Park Closure.** CITY shall close the dog park for a maximum of 24 hours upon a minimum of 15 days' notice from COUNTY to accommodate special uses or extraordinary circumstances at Ed Levin County Park. COUNTY shall not require more than twelve closures in any twelve-month period.

5. TERM & TERMINATION

a. **Term.** The term of this Lease is fifteen (15) years from the date this Lease is fully executed (initial term).

b. **Extension of Initial Term.** LESSEE may extend the term on all provisions of this Lease for ten years (extended term) by giving COUNTY written notice (Option Notice) at least six months, but not more than one year, before the end of the initial term. This Lease shall expire on its expiration date if a new lease is not executed 60 calendar days before the end of the initial term. If the parties agree upon the extended term, the COUNTY shall prepare an amendment to the Lease and submit it for approval and execution by LESSEE and the Board of Supervisors.

However, if LESSEE is in default on the date of delivery of the Option Notice, the Option Notice shall be ineffective. If LESSEE is in default on the date the extended term is to begin, the Lease shall expire.

c. Early Termination by LESSEE. LESSEE may end the initial term at any time before the expiration date of the Lease by giving COUNTY written notice 180 days before the termination date accompanied by payment to COUNTY of \$16,800 for each year or partial year of the unexpired initial term for COUNTY's use in continuing the operation and maintenance of the dog park facility on the Premises for the remaining years of the initial Lease term. COUNTY may elect to not continue the dog park facility. If COUNTY elects not to continue the facility, no payment is due from LESSEE.

d. Termination by COUNTY. COUNTY may end this Lease if LESSEE is in default of this Lease as provided in Section 16.

e. Restoration of Premises. Upon early termination of the initial term of the Lease, LESSEE shall vacate the Premises, remove LESSEE's improvements and personal property (except COUNTY-owned improvements as specified in Section 7), and repair any damage or injury to the Premises or facility caused by LESSEE's operation or removal. LESSEE shall restore the Premises to the same condition as when LESSEE took possession, less reasonable wear and tear. However, if COUNTY elects to continue the dog park facility, LESSEE is excused from this obligation.

If LESSEE fails to remove said property and restore the Premises within thirty (30) days from termination as defined above, LESSEE shall be deemed to have abandoned the property not so removed at COUNTY's option. Said property shall either become COUNTY's property without compensation, or COUNTY may cause it to be removed and the Premises to be restored at LESSEE's sole expense. LESSEE shall pay to COUNTY the cost of such removal, disposal, and restoration within 30 days after COUNTY submits written notice of the amount due.

f. Surrender of Premises. No act by COUNTY, its elected officials, officers, agents, or employees during the term granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless it is made in writing, addressed to LESSEE, and signed by COUNTY.

6. CONSIDERATION

In consideration of COUNTY's lease of the Premises to LESSEE, LESSEE shall plan, install, maintain, and operate dog park facilities under all the terms of this Lease.

7. IMPROVEMENTS & ALTERATIONS

a. Proposed Improvements. LESSEE agrees to construct improvements on the Premises as shown on Exhibit C. LESSEE's failure to complete said improvements within the schedule specified in Exhibit C shall constitute a default as defined in Section 16, unless the Director approves a prior extension in writing. LESSEE shall not change the intent of the improvements noted in Exhibit C without the Director's prior written approval.

b. Capital Improvement Plan. If LESSEE wishes to make additional improvements or alterations, LESSEE shall submit to COUNTY for approval a Capital Improvement Plan, which shall show the nature, extent, and sequence of capital improvements on the Premises. The Capital Improvement Plan shall include, but is not limited to, the following information and pages:

(i) Existing Conditions Map. A scaled plan of the Premises shall show the location of the existing site features and include:

- Surrounding land uses, ownerships, and access to the Premises
- Existing vegetation, drainage or water features, utilities, and any structures, noting their construction materials.
- Roads, trails, parking surface, and all other pertinent site circulation information.

(ii) Development Plan. An overall Development Plan of the Premises that graphically shows the location of the existing and proposed site features, using the Existing Conditions Map as a base. The Development Plan may also include a narrative to describe the capital improvements in detail.

c. Environmental Assessment. LESSEE shall be responsible for preparation of required environmental assessment documentation associated with the improvements according to the California Environmental Quality Act (CEQA). LESSEE shall prepare and submit the draft environmental document to COUNTY for review. LESSEE shall be responsible for incorporating verbal and written comments from the public notice period and at the hearing (if applicable), as COUNTY deems appropriate. LESSEE shall respond to and incorporate these comments into the final environmental document, as necessary.

COUNTY shall be the lead agency for noticing and securing the necessary approvals on the final environmental document. COUNTY shall not be held responsible if the COUNTY Board of Supervisors does not approve the final environmental document.

LESSEE shall be responsible for all costs associated with the preparation of the environmental documents, including, but not limited to, consultant fees, public notice advertising costs, and printing costs.

d. Construction Documents. After COUNTY's written approval of the Capital Improvement Plan, LESSEE shall be responsible for preparing detailed construction documents (plans and specifications) of all improvements. LESSEE shall submit these documents to the COUNTY's Parks & Recreation Department before submission to the required permitting agencies. COUNTY shall have 30 days to

review and comment on the plans submitted. If COUNTY does not respond within the 30 days, LESSEE may proceed to obtain the necessary permits. LESSEE shall not formally request any regulatory permits until the COUNTY has completed its review of the construction documents and provides written approval to LESSEE to proceed with the permitting process. COUNTY's approval of the construction documents shall not constitute a waiver of any defect or any condition of LESSEE.

e. Permit Approvals. LESSEE shall be responsible for seeking approvals from and adherence to regulations of any permitting agency having jurisdiction over the Premises for the installation of any improvements. Permits may include, but are not limited to, the following agencies: California Department of Fish & Game, U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, State Regional Water Quality Control Board, Santa Clara Valley Water District, and the COUNTY's Building Department. LESSEE may not construct any improvements until LESSEE obtains all of the necessary permits and provides COUNTY with evidence of such approvals.

COUNTY as landowner may assist the Lessee with its applications for permits, if required, including executing documents for this purpose.

f. Permit Costs. LESSEE shall pay any costs associated with gaining these agencies' approvals or meeting their regulations. COUNTY will provide LESSEE technical assistance in reviewing permit applications.

g. Water Quality Compliance. LESSEE shall be responsible for obtaining and delivering all water quality compliance permits from the appropriate agencies to COUNTY before start of any construction. During construction, LESSEE shall ensure that all of the requirements of the water quality permits are met. LESSEE shall construct the improvements to minimize erosion and water runoff into the drainage system to Sandy Wool Lake. LESSEE is responsible for taking any action required by any federal, state, or regulatory agency to ensure water quality compliance. LESSEE's indemnification of the COUNTY shall include this obligation.

h. Consultant Services. LESSEE shall use the services of a qualified consultant or knowledgeable resource person to prepare the Capital Improvement Plan, Environmental Assessment, Construction Documents, Permits, and any other documents associated with the improvements. LESSEE has obtained written COUNTY approval for the services for the improvements listed in Exhibit C. . For any additional improvements LESSEE shall obtain written COUNTY approval for said services. LESSEE shall be solely responsible for the costs and expenses of said services. COUNTY reserves the right to require LESSEE to employ a licensed consultant to prepare the documents listed above.

i. Construction Standards and Procedures. Facilities to be constructed by LESSEE shall be built with material of a standard and quality meeting all local and other governmental building codes, including, but not limited to, providing for mobility impaired access and in a good and workmanlike manner.

j. Pre-construction Requirements. LESSEE shall not start construction until LESSEE meets the following requirements:

(i) LESSEE shall submit to COUNTY a complete set of construction documents, permits, construction schedule (including duration of construction and hours of operation), and any other construction documents before the construction of any improvements. LESSEE shall not proceed with any construction until it has received written COUNTY approval on the pre-construction submittal defined above. LESSEE shall meet with Director's representative before construction to review the details of the work.

(ii) Thirty (30) days before construction, LESSEE shall provide COUNTY with information on:

- any contractor's financial condition
- evidence that adequate funds to complete the improvements are committed and available, including bond, completion guarantees, additional security deposit, or any combination of these.

(iii) Fifteen (15) days before construction, LESSEE shall provide COUNTY notice of the starting date of construction so that COUNTY may post any notices of non-responsibility that COUNTY deems appropriate.

(iv) Fifteen (15) days before construction, LESSEE shall provide COUNTY with evidence that LESSEE has obtained all required approvals and permits for the construction, including insurance coverage as shown in the attached Exhibit D.

k. Construction Observation. COUNTY shall have the right to designate an observer or assign an inspector to any improvement project at COUNTY's expense.

l. Construction Testing. LESSEE shall pay for any tests of Capital Improvement Plan improvements during construction.

m. Protection of COUNTY Land & Park Users. LESSEE shall be responsible for protecting COUNTY visitors and parkland during any construction. LESSEE shall erect barricades capable of separating the construction area from park users. These barricades shall not impede access to the major activity areas of the park, including the Tularcitos Trail and nearby parking lot.

LESSEE shall use protective measures to keep all dust within the construction zone and to minimize noise. COUNTY shall have the right to approve safety measures before the start of construction.

Construction hours shall be from 8:30 a.m. to 4:30 p.m. Monday through Friday. All construction activities are included in these limits, e.g., staging, construction, and clean up.

n. Damages. LESSEE agrees to pay COUNTY reasonable compensation for any damage caused or allowed by LESSEE while exercising the rights and privileges granted under this Lease and not repaired through LESSEE's restoration of affected areas.

o. Performance Bond. Before the start of work, LESSEE shall provide or cause LESSEE's contractor to provide COUNTY a performance bond of not less than one hundred percent (100%) of the cost of the proposed improvement. LESSEE shall provide construction contracts for all work as the basis for the performance bond. The bond shall name COUNTY and LESSEE as beneficiaries and obligees. A corporate surety admitted to conduct business as a surety in the State of California and acceptable to COUNTY shall issue the bond. The performance bond shall state that if LESSEE well and truly performs the construction required according to the approved plans and specifications, then surety shall no longer be bound.

p. Payment Bond. Before the start of work, LESSEE shall provide COUNTY or cause LESSEE's contractor to provide a payment bond of not less than one hundred percent (100%) of the cost of the proposed improvement. LESSEE shall provide construction contracts for all work as the basis for the payment bond. The bond shall name COUNTY and LESSEE as beneficiaries and obligees respectively. A corporate surety admitted to conduct business as a surety in the State of California and acceptable to COUNTY shall issue the bond. The payment bond shall also benefit claimants as defined by Section 3085 of the California Civil Code or as amended so that such claimants shall have a right of action to recover in any suit brought to foreclose liens provided in Title 15, Part 4, Division 3 of the California Civil Code or in a separate suit brought on the bond.

The payment bond shall state that if LESSEE pays or causes to be paid all claims for labor, material, appliances, or power, or either or all, performed, furnished, or contributed in connection with said improvements, then surety shall no longer be bound.

LESSEE shall maintain the payment bond in full force and effect until all claims listed above have been paid as evidenced by the release of all claimants' mechanics liens and the expiration of all periods for the proper filing of mechanics' liens.

q. Completion of Construction. LESSEE shall cause any construction once started to be diligently pursued to completion, subject only to unavoidable delays caused by supply shortages, strikes, or other conditions beyond LESSEE's control.

r. Final Inspection & Acceptance. LESSEE shall notify COUNTY of the final inspection for any Capital Improvement Plan improvement. LESSEE must receive written approval from the COUNTY's Director of Parks & Recreation on any Capital Improvement Plan improvement before securing a Notice of Completion from the appropriate approving authority.

s. As-builts. LESSEE shall provide COUNTY with a complete set of as-built drawings for the Capital Improvement Plan improvements within 30 calendar days

after COUNTY's acceptance of the improvements. The as-builts shall be provided in AutoCad 2002 or any later version currently used by COUNTY.

t. Guarantee of Workmanship & Materials. COUNTY acceptance of the Capital Improvement Plan improvements shall not relieve LESSEE of the responsibility for faulty materials or workmanship. LESSEE shall guarantee all workmanship and materials for the improvements listed in Exhibit C and future Capital Improvement Plan improvements for the term of this Lease consistent with the Maintenance Standards shown in Exhibit E. LESSEE shall repair and replace all defective work together with any other work affected by the repair or replacement during the guarantee period at LESSEE's sole cost. Where possible, LESSEE shall insure that all warranties are transferable to COUNTY.

u. County-owned Improvements. LESSEE agrees that all improvements made pursuant to this section shall become COUNTY property at the end of the Lease, except as provided in Section 5.e. above.

8. MAINTENANCE, REPAIR, AND REPLACEMENT

a. Condition of Premises. LESSEE shall keep all facilities in good, functional condition to safely and effectively perform under this Lease according to the *Maintenance Standards* attached as Exhibit E. LESSEE shall keep all facilities clean and aesthetically pleasing to the public who use such facilities

b. Preventive Maintenance. LESSEE shall conduct preventative maintenance on a regular schedule or as recommended by the manufacturer of the any specific equipment used on the Premises.

9. OPERATION STANDARDS

a. Maintenance and Operation. LESSEE shall maintain and operate the facilities to ensure public safety and enjoyment according to the standards and requirements stated in the attached *Maintenance Standards* (Exhibit E) and the *Lease Monitoring Checklist* (Exhibit F).

b. Compliance with Laws. During the term of this Lease, LESSEE shall comply with all requirements of all federal, state, and municipal governments, agencies, courts, commissions, board, or any other body exercising authority over any aspect of the Premises.

LESSEE shall enforce City of Milpitas dog park rules, regulations, and ordinances on the Premises. LESSEE shall submit proposed dog park rules, regulations, and ordinances to COUNTY for COUNTY review and approval at least 60 days before LESSEE intends to adopt such. After COUNTY approval of such rules, LESSEE shall post them at the entrance to the Premises.

d. Continuous Operation. LESSEE agrees to continuously operate or to cause the continuous operation of all portions of the facilities during the term of this Lease. LESSEE's failure to continuously operate or to cause the operation of the facilities or any part of them for any period shall constitute a default.

Director shall temporarily excuse LESSEE from complying with this condition if there are unavoidable delays in completing the construction of improvements or remodeling of the Premises as approved in writing.

e. Public Safety. LESSEE shall maintain and operate the facilities to afford the highest practical degree of health, safety, and security for the public. LESSEE shall patrol the Premises to the same extent that LESSEE patrols other City of Milpitas parks. LESSEE shall adhere to minimum safety requirements as follows:

(i) Safety Procedures. LESSEE shall develop emergency preparedness procedures and post notices for notification of fire, police, and public safety authorities.

(ii) Fire Protection. LESSEE shall comply with the current edition of the Uniform Fire and Building Code at its sole cost and expense.

(iii) Accident Report. If an accident or illness requires medical treatment, an accident report form should be transmitted to both LESSEE and the Parks and Recreation Department within 24 hours, but no later than 72 hours following such an accident.

f. Personnel. All personnel on the Premises and acting within the scope of LESSEE's employment shall be subject to LESSEE's personnel rules, regulations, and internal Memorandum of Understanding, which include a code of conduct. LESSEE shall take proper steps to prevent the occurrence or reoccurrence of acts of misconduct by any employee on the Premises.

g. Sign Approval - LESSEE shall get COUNTY approval for any signs to be placed on the Premises or anywhere else that refers to the Premises. LESSEE shall erect and maintain such signage in good condition at LESSEE's sole expense.

h. Credit in Promotional Materials and Signs - LESSEE shall include the following in all promotional materials about LESSEE's services on the Premises:
"This facility is offered through the cooperation of the City of Milpitas and the Santa Clara County Parks & Recreation Department."

10. UTILITIES

a. Utility Failure. COUNTY shall not be liable for any damages resulting from any failure to furnish or delay in furnishing any utility service, when such failure or delay is caused by any condition beyond COUNTY's reasonable control (as determined by the Director) or the rationing or other governmental restriction on any utility or naturally occurring resource serving the Premises.

LESSEE waives all claims against COUNTY for such failure. A temporary failure to furnish any of the services shall not be considered or interpreted as an

eviction of LESSEE nor relieve LESSEE of any duty to fulfill any of the provisions of this Lease.

b. LESSEE'S Obligation. LESSEE shall indemnify and hold harmless COUNTY from and against any charge for the installation, connection, maintenance, and furnishing of all necessary utilities, meters and services.

LESSEE shall provide for the extension of any utility service or distribution lines (water, gas, electricity, telephone, garbage, sewage, or other) required to serve the Premises at its sole cost and expense.

LESSEE shall comply with all government-mandated water and energy conservation programs in fulfilling the obligations of this Lease.

c. Water. LESSEE shall install a separate water meter to the main water supply line from the City of Milpitas to serve the premises. LESSEE shall arrange for its water use to be deducted from the COUNTY's general park use and show that deduction on all water invoices to the COUNTY.

11. HAZARDOUS MATERIALS

a. Definition. "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governing authority, e.g., local, State of California, or United States governments.

"Hazardous Materials" includes petroleum products, asbestos PCB's, and any material or substance which is:

(i) Listed under Article 9 or defined as hazardous or extremely hazardous according to Article 1, Title 22, California Administrative Code, Division 4, Chapter 20;

(ii) Defined as a "hazardous waster" according to Section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903);

(iii) Defined as a "hazardous substance" according to Section 10, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).

"Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body (including the U.S. Environmental Protection Agency, California Regional Water Quality Control Board, and the California Department of Health Services), which regulates the use, storage, release, or disposal of any Hazardous Material.

b. Hazardous Materials on Premises. LESSEE shall not permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of on the Premises by LESSEE, its agents, employees, contractors, sublessees, or invitees. LESSEE may permit limited quantities of standard janitorial, office, and household supplies, which shall be stored in strict compliance with environmental laws.

c. COUNTY Responsibility. COUNTY shall deliver the Premises to LESSEE free of known Hazardous Materials. LESSEE shall not be liable under this Section for Hazardous Materials that are shown to have existed on the site before LESSEE's taking possession under this Lease. Nor shall LESSEE be liable under this Section for Hazardous Materials that can be shown to have migrated onto the Premises from other properties after the expiration or termination of this Lease.

d. LESSEE Responsibility. LESSEE shall be solely responsible for all releases of hazardous materials affecting the Premises from the date this Lease is executed except for any releases caused by COUNTY's actions. LESSEE has had the opportunity to enter the Premises to conduct tests and engineering studies to satisfy itself about the environmental condition of the Premises LESSEE'S responsibilities include:

(i) Notifying COUNTY in writing of:

- any enforcement, cleanup, removal, or other governmental or regulatory actions completed or threatened against LESSEE or the Premises according to any applicable hazardous materials laws.
- all claims made or threatened by any third party against LESSEE or the Premises about damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials.
- LESSEE's discovery of any Hazardous Materials on the Premises.
- LESSEE's discovery of any Hazardous Materials on any adjoining property, which LESSEE reasonably believes may affect the Premises.

(ii) Obtaining COUNTY's written approval to take any remedial action to respond to the presence of any Hazardous Materials on the Premises (except for emergency situations or as required by governmental agencies having jurisdiction), entering into any settlement agreement, consent decree, or other compromise in any Hazardous Materials claims.

(iii) After obtaining COUNTY's written approval, promptly taking any action necessary at LESSEE's sole cost to investigate and remediate any contamination or deterioration of water or soil resulting from the presence of Hazardous Materials at levels established as greater than acceptable by any government agency having jurisdiction over such contamination when the action would be required of the COUNTY as owner of the Premises.

(iv) Ensuring that any handling, transportation, storage, treatment, disposal, or use of Hazardous Materials on the Premises shall be carried out in compliance with all applicable Hazardous Materials Laws and the provisions of this Lease.

(v) Ensuring that the Premises are in strict compliance with all Hazardous Materials Laws at all times, including notification, record keeping, and maintenance requirements.

e. Indemnity. LESSEE shall indemnify, defend upon demand with counsel reasonably acceptable to COUNTY, and hold COUNTY harmless from any liabilities,

losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result in any way from any cause or source of Hazardous Materials that LESSEE generated, brought onto, used, stored, or disposed of brings onto, the Premises.

f. Survival of Conditions. LESSEE's obligations under this Section 11.e. shall survive the expiration or termination of this Lease. This Section establishes LESSEE's and COUNTY's rights and obligations. If any inconsistency between this Section and any other part of this Lease is found, the terms of this Section shall control.

g. Notice. COUNTY and LESSEE shall each give written notice to the other as soon as possible of:

- (i) any communication from any governmental authority about Hazardous Materials that relates to the Premises;
- (ii) any contamination of the Premises by Hazardous Materials, which constitutes a violation of any Hazardous Materials Law.

12. INSURANCE & WORKER'S COMPENSATION

During the term of this Lease, LESSEE shall maintain in full force and effect the policies and insurance coverage described in Exhibit D at LESSEE's sole cost and expense.

13. INDEMNITY

LESSEE expressly assumes for itself, its agents, employees, contractors, patrons, and invitees all risks and damages to persons or property, either proximate or remote, because of the present or future condition of the Premises or its improvements. LESSEE agrees to indemnify and hold COUNTY harmless from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees, which may arise or are asserted against COUNTY from any breach, violation, or nonperformance of any term or condition by LESSEE under this Lease including injuries to persons or damages to property to the extent that any such damage or injury may be caused, either proximately or remotely, by any act or omission whether negligent or not, of LESSEE or any of its agents, employees, contractors, patrons or invitees (while such invitees are on the Premises) or of any other person entering the Premises with LESSEE's express or implied invitation, or if any such injury or damage may in any other way arise from or out of the occupancy or use of LESSEE, its agents, employees, contractors, patrons and invitees of the Premises.

14. ASSIGNMENT AND SUBLETTING

- a. Assignment by LESSEE.** LESSEE shall not voluntarily assign or encumber its interest in this Lease, or grant any interest, privilege, or license in connection with this Lease.
- b. Sublet by LESSEE.** LESSEE shall not sublet any part or all of the Premises.
- c. Fees.** If LESSEE requests assignment or subletting, LESSEE shall pay COUNTY'S reasonable costs incurred for each request, including, but not limited to, reasonable attorney's fees, whether or not consent is ultimately given.
- d. Involuntary Assignment.** No interest of LESSEE in this lease shall be assignable by operation of law (except that the transfer of this Lease by testacy or intestacy shall be considered a voluntary assignment). Each of the following acts shall be considered an involuntary assignment:
- (i) Bankruptcy.** If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which LESSEE is the bankrupt;
 - (ii) Partner's Bankruptcy.** If LESSEE is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;
 - (iii) Writ.** If a writ of attachment or execution is levied on this Lease;
 - (iv) Receiver.** If, in any proceeding or action to which LESSEE is a party, a receiver is appointed with authority to take possession of the Premises.
- e. Default and Cure.** An involuntary assignment shall constitute a default by LESSEE, and COUNTY shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of LESSEE unless the involuntary assignment is cured as follows:
- (i) Cure of Writ.** If a writ of attachment or execution is levied on this lease, LESSEE shall have ten (10) days in which to cause the attachment or execution to be removed.
 - (ii) Involuntary Proceeding.** If any involuntary proceeding in bankruptcy is brought against LESSEE, or if a receiver is appointed, LESSEE shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.
 - (iii) Involuntary Assignment.** Except as provided in (1) and (2) above, LESSEE shall have no right to cure any involuntary assignment.

15. EMINENT DOMAIN (CONDEMNATION)

- a. Payment of Rent.** LESSEE shall have the right either to cancel this Lease or to continue operations on the remainder of the Premises under this Lease's terms if any public authority with power of eminent domain takes a substantial part of the Premises. If such public authority takes any part of the Premises, this Lease shall

end on the part taken without any right of recovery by LESSEE for such taking from the day of possession.

b. Condemnation Award. LESSEE's basis for damages against the condemning authority shall be LESSEE's loss of its improvements, its leasehold estate, and any additional relief, including loss of good will. If only one award is made to COUNTY, the award shall be divided between COUNTY and LESSEE by allocating to Lessee an amount for the depreciated value of the improvements and the present value of the remaining term of the leasehold estate. No allocation shall be made for any leasehold bonus value, which LESSEE waives.

16. DEFAULT

a. Event of Default. Each of the following shall constitute an "event of default:"

- (i) failure to pay any monetary obligations of LESSEE under this Lease and continuance of such failure for five (5) days after LESSEE's receipt of written notice specifying the non-payment (Cure Period);
- (ii) failure to perform any other obligation under this Lease and continuance of such failure for fifteen (15) days after LESSEE's receipt of written notice of such default (Cure Period).
- (iii) LESSEE's abandonment of the Premises for the time required for abandonment to be legally recognized under California law;
- (iv) a general assignment for the benefit of creditors;
- (v) LESSEE's or LESSEE'S creditors' filing of a voluntary petition seeking the rehabilitation, liquidation, or reorganization of LESSEE under any law on bankruptcy, insolvency, or other debtor relief. LESSEE shall have sixty (60) days to have an involuntary petition to be withdrawn or dismissed;
- (vi) the appointment of a receiver or custodian to take possession of substantially all of LESSEE's assets or of this Leasehold when this appointment is not withdrawn or dismissed in sixty (60) days;
- (vii) LESSEE becomes insolvent or declares in writing it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of LESSEE or substantially all of its assets; or LESSEE takes any action toward the dissolution or winding up of its affairs of the end or suspension of this use of the Premises;
- (viii) attachment, execution, or other judicial seizure of substantially all of LESSEE's assets or this leasehold, which are not dismissed, bonded, or stayed within sixty (60) days.

b. COUNTY's Remedies for Default. In addition to all the remedies available to the COUNTY for damages or in equity, COUNTY may terminate the Lease for:

- (i) failure to pay any monetary obligation within the Cure Period.
- (ii) failure to cure or start to cure non-monetary obligations within the Cure Period.

c. **LESSEE's Remedies for Default.** If COUNTY defaults under this Lease, LESSEE shall give COUNTY written notice requiring that COUNTY remedy the default. If COUNTY does not remedy the default within sixty (60) days, LESSEE may take whatever action necessary to protect its interests. Such action may include LESSEE's right to cure the default and receive reimbursement of expense plus interest (at the current rate of COUNTY investment) from COUNTY within thirty (30) days after sending COUNTY a statement of expenses.

d. **Liability for Breach.** Termination for default shall not excuse LESSEE from any liability for damages for breach of contract.

17. LOSS OF PREMISES

a. **More Than 75% Loss.** If the buildings or improvements on the Premises are more than seventy-five percent (75%) destroyed or made unusable by any other causes (e.g. Eminent Domain) that make it impossible to carry on business, COUNTY or LESSEE may end this Lease and its provisions by written notice delivered to the other party within thirty (30) days after such destruction. Upon termination, the proceeds of all insurance payments paid or payable because of such loss shall belong to LESSEE to be disbursed or kept, at its sole discretion, and LESSEE shall restore the Premises to a condition satisfactory to COUNTY. If neither party ends this Lease, LESSEE shall restore the improvements to their condition before such loss at LESSEE'S sole expense. All restoration shall start within forty-five (45) days after building permits have been issued and shall be completed in a reasonable time.

b. **Less Than 75% Loss.** If buildings or improvements are less than seventy-five percent (75%) lost, LESSEE shall repair or replace the lost improvements at LESSEE'S sole expense. LESSEE shall receive written approval from COUNTY before LESSEE begins repairs or replacements according to Section 7 of this Lease.

18. GENERAL PROVISIONS

a. **Attorneys' Fees.** If either party brings any action or proceeding in court to enforce any provision of this Lease or for damages because of an alleged breach of any provision of this Lease (except as may otherwise be specified in this Lease), the prevailing party shall be entitled to receive from the losing party the amount the court determines to be reasonable attorneys' fees for the prevailing party.

b. **Binding Effect.** The conditions in this Lease shall bind the respective successors, assigns, heirs, and legal representatives of the parties.

c. **Non-discrimination in Employment and Provision of Services.** LESSEE shall not discriminate against any person or persons because of race, religious creed, color, national origin, ancestry, sex, marital status, mobility impairment, medical condition, age, political beliefs, organizational affiliation or sexual

orientation as provided by law, including employment or use of facilities on the Premises. LESSEE shall indemnify and hold COUNTY harmless for any failure to comply.

d. Entire Agreement. This Lease and any exhibits or addenda set forth all conditions and understandings between COUNTY and LESSEE about the Premises. There are no conditions or understandings, oral or written, between the parties other than those set forth in the Lease.

e. Changes. This Lease may be changed, waived, or added to only in writing signed by both parties.

f. Notices. All notices about this Lease or under the unlawful detainer statutes of California shall be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service, express mail, or first class mail, postage prepaid, at the addresses below. All notices are considered effective (1) when received by the party to be notified, if sent by mail, (2) when delivered if by hand, courier service, or express mail, or (3) when sent by facsimile when sent with proof of transmission. Any change in the addresses shall be given according to this paragraph.

County of Santa Clara
Parks and Recreation Department
Property Management Division
298 Garden Hill Drive
Los Gatos CA 95032-7669

City of Milpitas
455 East Calaveras Boulevard
Milpitas CA 95035-5411
Attn: City Manager

Any change in address shall be sent by written notice to the other party delivered according to this Section.

g. Personal Liability. No personal liability shall attach to any officer or employee of either party for any financial obligation under this Lease.

h. Remedies Cumulative. All remedies conferred on COUNTY and LESSEE by this Lease and by law shall be deemed cumulative. No one remedy shall be deemed to be exclusive of the other or of any other remedy conferred by this Lease or by law.

i. Severability. If any provision of this Lease or any specific application shall be deemed invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

j. Text to Prevail Over Headings. The captions and section headings appearing in this Lease are included for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

k. **Waiver.** Waiver by COUNTY or LESSEE of any breach of any condition of this Lease shall not be deemed to waive the same condition on a future occasion. COUNTY's acceptance of fees shall not be deemed a waiver of any preceding breach by LESSEE of any obligation other than the failure of LESSEE to pay the fee so accepted. No condition of this Lease shall be waived by COUNTY or LESSEE, unless the waiver is in writing and signed by the party making the waiver.

l. **Applicable Law.** This Lease shall be interpreted according to and governed by the laws of the State of California.

m. **Time is of the Essence.** Time is of the essence in the performance of all the obligations of this Lease.

n. **Authority.** The parties represent and warrant to each other that each may enter legally into this Lease and perform all of its obligations, that all required authorizations have been obtained, and that the persons executing this Lease are duly authorized to execute this Lease and bind the parties for who they have signed

This Lease is executed on the latest date shown below:

COUNTY OF SANTA CLARA

By: Blanca Alvarado
Blanca Alvarado, Chairperson
Board of Supervisors

Date FEB 25 2003

ATTEST:

Phyllis A. Perez
Phyllis A. Perez
Clerk of the Board

Date FEB 25 2003

APPROVED AS TO FORM & LEGALITY:

Kathryn A. Berry
Kathryn A. Berry
Deputy County Counsel

Date Dec-18, 2002

CITY OF MILPITAS

By: Jose Esteves
Jose Esteves, Mayor

Date 1/22/03

ATTEST:

Gail Blalock
Gail Blalock, City Clerk

Date 1/23/03

APPROVED AS TO FORM:

Steven T. Mattas
Steven T. Mattas, City Attorney

Date 1/22/2003

EXHIBIT A

ALL THAT CERTAIN REAL PROPERTY LYING IN THE TULARCITOS RANCHO, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING A PORTION OF THAT PARCEL SHOWN ON *THE RECORD OF SURVEY SHOWING THE EXTERIOR BOUNDARY OF ED R. LEVIN PARK* AS FILED ON DECEMBER 8, 1966, IN BOOK 217 OF MAPS AT PAGES 10, 11 AND 12, SANTA CLARA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS NORTH $88^{\circ}11'02.3''$ EAST AND 11,072.32 FEET FROM THE NATIONAL GEODETIC SURVEY CONTROL MONUMENT "J 886 RESET 1961", WHOSE CALIFORNIA COORDINATES IN ZONE 3 HAVE BEEN ESTABLISHED BY THE NATIONAL GEODETIC SURVEY AS NORTH 1,991,339.19 AND EAST 6,155,027.92:

THENCE NORTH $72^{\circ}46'41''$ WEST A DISTANCE OF 29.30 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH RADIUS OF 452.02 FEET AND CENTRAL ANGLE OF $31^{\circ}00'09''$, FOR AN ARC DISTANCE OF 244.59 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT WITH RADIUS OF 125.00 FEET AND CENTRAL ANGLE OF $13^{\circ}18'23''$ FOR AN ARC DISTANCE OF 29.03 FEET TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH RADIUS OF 21.34 FEET AND CENTRAL ANGLE OF $72^{\circ}47'04''$ FOR AN ARC DISTANCE OF 27.11 FEET TO A POINT OF TANGENCY;

THENCE NORTH $44^{\circ}18'55''$ EAST A DISTANCE OF 8.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF CURVE TO THE RIGHT WITH RADIUS OF 15.00 FEET AND CENTRAL ANGLE OF $39^{\circ}25'13''$, FOR AN ARC DISTANCE OF 10.32 FEET TO A POINT OF TANGENCY;

THENCE NORTH $83^{\circ}44'08''$ EAST A DISTANCE OF 21.63 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE OT THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH RADIUS OF 51.51 FEET AND CENTRAL ANGLE OF $17^{\circ}23'40''$, FOR AN ARC DISTANCE OF 15.64 FEET TO A POINT OF TANGENCY;

THENCE NORTH $66^{\circ}20'28''$ EAST A DISTANCE OF 20.11 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WITH RADIUS OF 92.69 FEET AND CENTRAL ANGLE OF 21°56'55" FOR AN ARC DISTANCE OF 35.51 FEET;

THENCE SOUTH 45°36'27" EAST A DISTANCE OF 28.79 FEET;

THENCE NORTH 25°47'21" EAST A DISTANCE OF 59.05 FEET;

THENCE NORTH 89°44'44" EAST A DISTANCE OF 97.30 FEET;

THENCE SOUTH 85°51'40" EAST A DISTANCE OF 50.47 FEET;

THENCE SOUTH 74°12'06" EAST A DISTANCE OF 48.31 FEET;

THENCE SOUTH 84°10'03" EAST A DISTANCE OF 77.40 FEET;

THENCE SOUTH 00°00'00" WEST A DISTANCE OF 179.90 FEET;

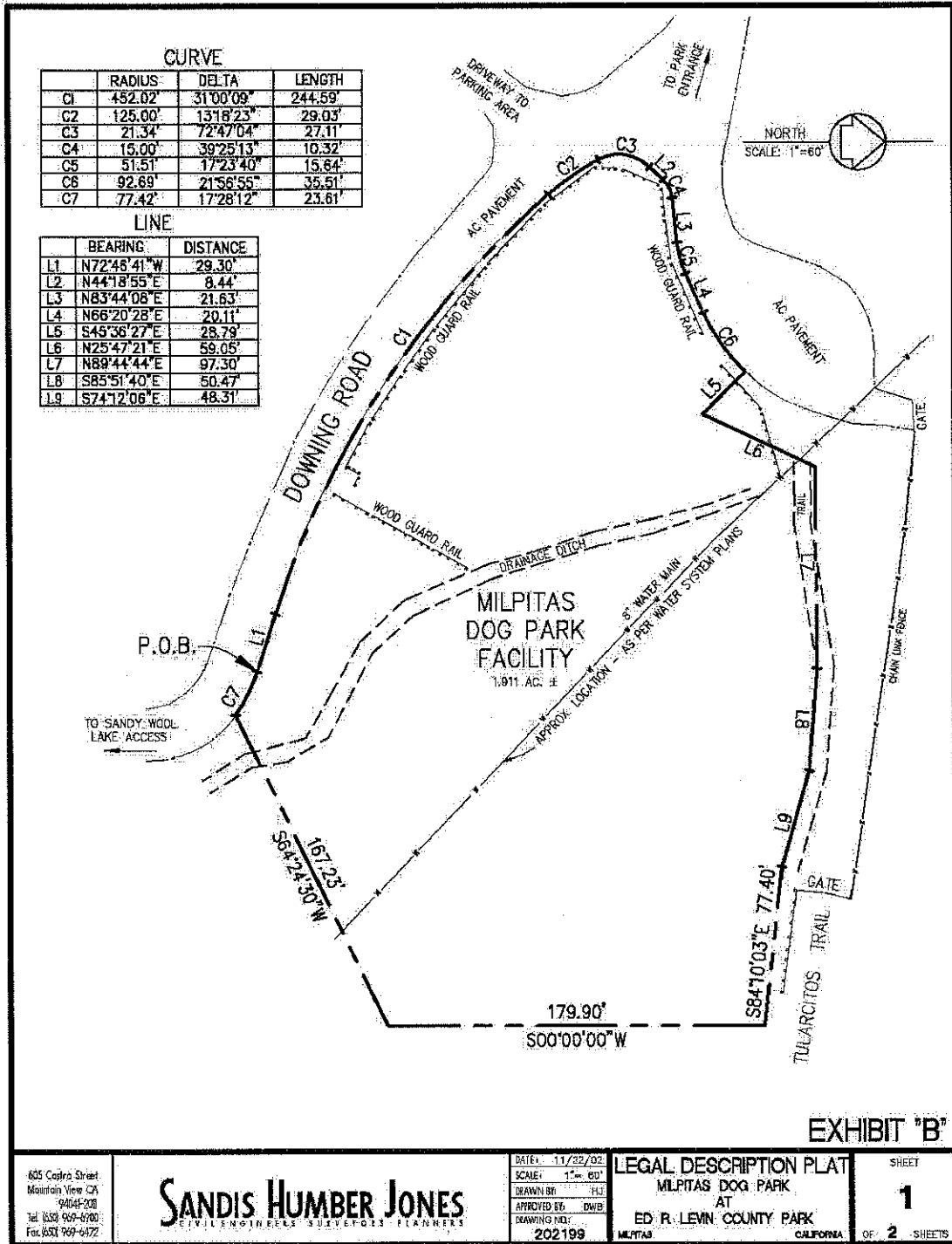
THENCE SOUTH 64°24'30" WEST A DISTANCE OF 167.23 FEET TO A NON-TANGENT INTERSECTION WITH THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST;

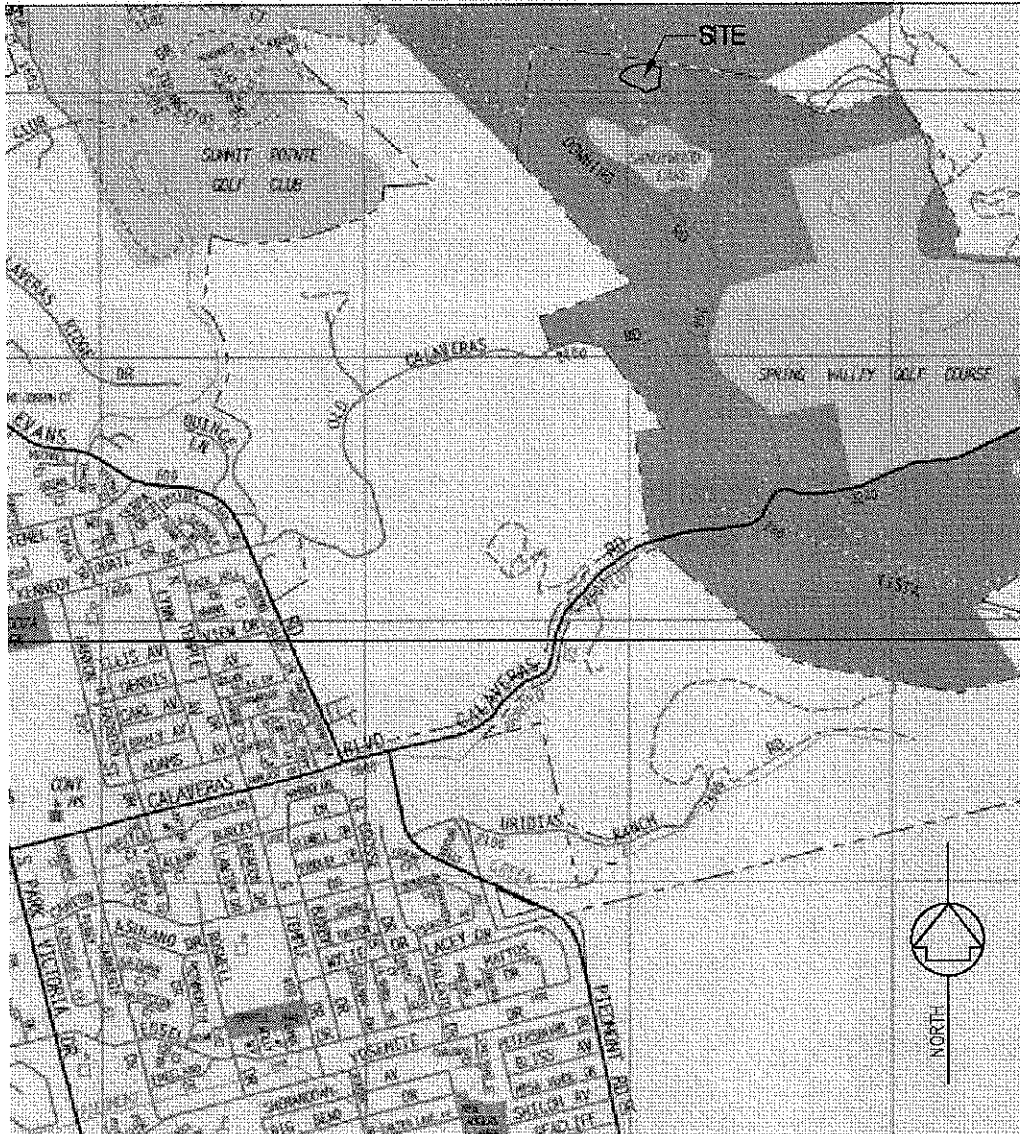
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS SOUTH 34°41'31" WEST FROM SAID POINT OF INTERSECTION WITH RADIUS OF 77.42 FEET AND CENTRAL ANGLE OF 17°28'12" FOR AN ARC DISTANCE OF 23.61 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 83,235 SQUARE FEET OR 1.911 ACRES, MORE OR LESS.

THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE ATTACHED PLAT, EXHIBIT "B" AND BY REFERENCE, MADE A PART HEREOF. THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 3, NORTH AMERICAN DATUM OF 1983 (NAD 83 FEET), CALIFORNIA HIGH PRECISION GEODETIC NETWORK (HPGN 92) ADJUSTMENT, EPOCH 1991.35. DISTANCES SHOWN HEREON ARE GRID. TO COMPUTE GROUND DISTANCES, MULTIPLY BY 1.000052936. HORIZONTAL CONTROL WAS ESTABLISHED BY GPS SURVEY IN OCTOBER OF 2002.

EXHIBIT B





VICINITY MAP
NOT TO SCALE

EXHIBIT "B"

605 Castro Street
Mountain View, CA
94041-2011
Tel: (650) 969-6900
Fax: (650) 969-6472

SANDIS HUMBER JONES
CIVIL ENGINEERS SURVEYORS PLANNERS

DATE: 11/01/02
SCALE: 1" = 80'
DRAWN BY: HJ
APPROVED BY: DWB
DRAWING NO: 202199

LEGAL DESCRIPTION PLAT
MILPITAS DOG PARK
AT
ED R. LEVIN COUNTY PARK
MILPITAS CALIFORNIA

SHEET
2
OF 2 SHEETS

11/01/02
LD-PLAT.DWG.

202199

EXHIBIT C

Project Description

The project scope includes

- demolition and clearing of abandoned horseshoe pits, barbecue pit, and picnic tables
- grading and clearing of an approximate 1.57 acre site
- five-foot vinyl clad perimeter fence with landscaping screen
- replacement of an open drainage ditch with pipe
- construction of a new perimeter ditch
- landscaping with trees and shrubs
- irrigation system
- turf
- decomposed granite
- information kiosk
- drinking fountain
- benches
- internal fences
- dog waste dispenser
- garbage cans
- double gate entrance
- separate recreational areas for large and small dogs
- six-foot landscaped berm on the northeastern side of the facility
- asphalt concrete parking lot with ten parking stalls
- appropriate signage

Project Schedule

Bid Period	3/12/03	4/15/03
Advertise Bid to Close of Bids	3/12/03	3/27/03
City Council Award of Contract	4/15/03	
Construction	4/28/03	8/29/03
Notice to Proceed	4/28/03	
Target Completion Date		8/29/03

EXHIBIT D
INSURANCE REQUIREMENTS FOR
LEASES WITH TENANTS ON COUNTY PROPERTY (B-5)

Insurance

Without limiting the Lessee's indemnification of the County, Lessee shall provide and maintain the following insurance coverage in full force and effect throughout the term of this lease at its own expense:

A. Evidence of Coverage

Before the start of this lease, Lessee shall provide a Certificate of Insurance certifying that coverage as required has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Lessee shall provide a certified copy of the policy or policies upon request.

For long-term leases, a periodic review or change of insurance requirements may be made every five years to ensure that appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or its designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage, which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage, which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance

Lessee shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by County, and shall name County as a loss payee. Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Lessee shall name County as an additional insured.

7. Interruption of Business Insurance

Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, County and the Lessee hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

EXHIBIT E

Maintenance Standards

3/week:	Inspect, clean, remove graffiti, empty trash, and replenish doggie bags.
1/week:	Mow formal turf area. Fill holes and divots.
1/every 2 weeks:	Inspect irrigation system and repair during irrigation season.
3/year:	Aerate turf.
3/year or as needed:	Apply post-emergent herbicides to control weeds according to the COUNTY's Integrated Pest Management ordinance. If LESSEE is not able to apply herbicides, control will be achieved by mechanical means.
4/year: or more often as needed	Flail mow natural grasses in open area plus along fence to keep natural grass not more than 6" high.
2/year:	Apply pre-emergent herbicides according to the COUNTY's Integrated Pest Management ordinance.
1/year:	Refinish painted, stained, or varnished surfaces.
2/year:	Fertilize turf (fall and spring).
1/year:	Repair turf.
1/year minimum or more often as needed	Prune trees and shrubs
1/year:	Overseed formal turf.
1/every 5 years:	Repair cracks, slurry seal, and stripe parking area.

Use of combustion engine equipment must comply with COUNTY M.O.U. with California Department of Forestry.

Fences, signs, drinking fountains, benches, information kiosk, and trash receptacles will be repaired or replaced as needed.

In case of emergency, contact City of Milpitas Public Works during normal business hours or Milpitas Police Dispatch during off-hours.

EXHIBIT F**LEASE MONITORING CHECKLIST**

Park - Ed Levin

Facility - Milpitas Dog Park

Day - _____ Date - _____ Time - _____ #Employees - Apprx. ____

1	INSURANCE	YES	NO	N/A
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- a Insurance levels maintained at current County basic insurance requirements and the lease?
- b General and automotive liability insurance?
- c General and automotive bodily injury limit \$1,000,000 per person, per occurrence?
- d General and automotive property damage limit \$1,000,000 per occurrence?
- e General and automotive combined bodily injury and property damage limit \$1,000,000 per occurrence?
- f General policy aggregate \$2,000,000?
- g Fire insurance?
- h Alcoholic beverage insurance?
- i Workers compensation and employer's liability insurance? \$1,000,000 per occurrence?

2	CAPITAL IMPROVEMENTS	YES	NO	N/A
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- a Has tenant secured Parks & Recreation Department written approval before starting work? In addition to fostering communication, this enables Parks to post and record notices of non-responsibility under provisions of Section 3094 of the California Civil Code.
- b Are conditions for planning, design, and construction addressed?
- c Have all necessary permits, including, but not limited to environmental, grading, and building been obtained and County supplied with copies before start of construction?
- d Has Parks & Recreation Department reviewed and signed off each project plan in advance?
- e Has Lessee provided performance bond, cash, or US Government securities for 100% of project?
- f Are capital improvements on schedule?

g Written notice of completion received from Lessee's architect or engineer on file?

i Have any mechanic's, laborer's, material men's, contractor's, subcontractor's or other liens or charges been filed?

j If any lien or charge has been filed, has tenant furnished County a bond in that amount?

3	SITE MAINTENANCE	YES	NO	N/A
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a Has Lessee performed maintenance according to the Maintenance Standards included in the lease?

b Are Premises free from fire hazard conditions? Weed growth controlled? Weed free condition in area 1 foot wide on inside of base of all fence lines?

c Is there an herbicide application program that complies with the County's Integrated Pest Management ordinance? Does the program meet EPA standards? Is the applicator licensed?

d Are pest problems monitored and, if any, controlled? (pigeons, flies, etc.)

e Are all fences and gates in good repair? Grasses and weeds trimmed? Locks operable?

f Are all signs installed, painted, and oriented aesthetically and any unauthorized signs removed?

g Are all roads/parking in good repair? Is striping easily visible?

4	RISK MANAGEMENT	YES	NO	N/A
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a All areas free from apparent health or safety hazards? If no, explain.

b Do all hazardous wastes and toxic materials appear to be legally disposed of or contained?

c Are accident reports filed on a timely basis? If no, explain.

e Is staff trained in implementing emergency procedures? First aid?

f Are first aid kits available, adequately stocked, marked, and stored in plain view?

g Are safety procedures and posted notices pertaining to local 911, fire, police, and local safety authorities displayed?

5	PERSONNEL	YES	NO	N/A
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a Are all personnel courteous, friendly, and helpful?

b Are all personnel clean and neat in appearance?

- c Are personnel easily identified by uniforms, name badges, or in some other manner?
- d Is there a list of personnel, home addresses and phone numbers available to park staff in the event of an after hours emergency?
- e Are there any acts of misconduct by personnel? Recurring? Documented in writing?
- f Is there a formal procedure under which the public may offer compliments, suggestions, or file complaints?
- g Have any complaints been filed? If yes, were they satisfactorily resolved?
- h Is there any evidence of discrimination for report to the Director, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission? Have any acts of discrimination been reported?

6	WATER MANAGEMENT/CONSERVATION	YES	NO	N/A
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- a Is there a water conservation or drought plan? If no, explain. Conservation information posted?
- b Is area free from any evidence of water pollution?
- c Are all water fixtures, faucets, toilets, pipes, fountains, etc. operated and maintained in a manner promoting water conservation? If no, explain.

7	GUEST SERVICES	YES	NO	N/A
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- a Are facilities operated and maintained in a manner that ensures a first class, quality, recreational experience for the public?

	SUMMARY	YES	NO	N/A
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Is Park staff/Lessee interaction positive? If no, explain.

General compliments, suggestions, complaints?

	EXPLANATION AND/OR ACTION - NEXT STEPS/COMMENTS
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**FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF MILPITAS**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“**AMENDMENT**”) is made and entered into by and between the **COUNTY OF SANTA CLARA**, a political subdivision of the State of California (“**COUNTY**” or “**LESSOR**”), and **THE CITY OF MILPITAS**, a municipal corporation (“**LESSEE**”), and incorporates by reference that certain LEASE AGREEMENT entered into by and between the PARTIES on February 25, 2003 (“**LEASE**”). As referred to herein, both COUNTY and CITY OF MILPITAS are the “**PARTIES**” and individually each a “**PARTY**” to this AMENDMENT.

RECITALS

WHEREAS, COUNTY originally entered into a 15-year LEASE with LESSEE on February 25, 2003 for operation of dog park facilities at certain property located in Ed Levin Park, as more particularly described in the LEASE (“**PREMISES**”); and,

WHEREAS, the LEASE provides that LESSEE may extend the LEASE for an additional ten (10) years; and,

WHEREAS, the LEASE by its terms expired on February 25, 2018 and LESSEE has been continuing in a holdover status;

WHEREAS, due to staffing shortages in part caused by the COVID-19 pandemic, the PARTIES were not able to timely exercise the ten (10) year renewal option, but the PARTIES desire to extend the Lease through February 25, 2028 through retroactive approval of this AMENDMENT, in addition to amending the insurance and indemnity provisions of the LEASE; and,

WHEREAS, the Director of the Santa Clara County Department of Parks and Recreation has determined that this no-cost retroactive extension serves the public interest and will not interfere or conflict with the COUNTY’S use of the PREMISES.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CITY OF MILPITAS agree to the foregoing and as follows:

- 1. INCORPORATION BY REFERENCE.** The LEASE between COUNTY and CITY OF MILPITAS remains in full force and effect and the terms and Exhibits of the LEASE are incorporated herein by reference as **Exhibit A**, unless otherwise stated. All of the terms of the LEASE shall apply to this AMENDMENT, unless otherwise stated.
- 2. AMENDMENTS TO LEASE.**

- a. Extension.** The Term of the LEASE is hereby extended for a period of ten (10) years (including the Holdover Period) beginning on February 25, 2018 and expiring

on February 25, 2028 unless sooner terminated in accordance with the terms of the LEASE.

- b. Holdover Period; Waiver and Indemnity.** LESSEE acknowledges that the terms and conditions of the LEASE were in full force and effect during the Holdover Period. PARTIES acknowledge that no additional consideration is due for the Holdover Period due to the no-cost nature of the LEASE. In consideration for the retroactive LEASE extension, LESSEE agrees to release, waive, and discharge all claims against the COUNTY, its officers, agents, and employees that arose from LESSEE'S use of the PREMISES during the Holdover Period. LESSEE shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the Holdover Period, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.
- c. Holding Over.** Any holding over by LESSEE after the expiration of the Term of this AMENDMENT or any extension thereof shall be construed as a tenancy from month to month under the same terms and conditions herein.
- d. Indemnity.** The second sentence of Section 13 of the LEASE is deleted in its entirety and replaced with the indemnification requirements contained in Exhibit B to this AMENDMENT, attached hereto and incorporated herein.
- e. Insurance.** Exhibit D of the LEASE is deleted in its entirety and replaced with the insurance requirements contained in Exhibit B to this AMENDMENT, attached hereto and incorporated herein.
- 3. DEFINITIONS.** Capitalized terms used in this AMENDMENT without definition shall have the same meaning ascribed to such terms in the LEASE.
- 4. FORCE AND EFFECT.** Except as modified by this AMENDMENT, the terms and conditions of the LEASE are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this AMENDMENT and the LEASE as to the specific matters which are the subject of this AMENDMENT, the terms and conditions of this AMENDMENT shall control. Upon the Effective Date, this AMENDMENT shall be construed to be a part of the LEASE and shall be deemed incorporated into the LEASE by this reference.
- 5. ENTIRE AGREEMENT, AMENDMENT.** The LEASE, as amended by this AMENDMENT, constitutes the full and complete agreement and understanding by and between the PARTIES relative to the subject matter of the LEASE and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the LEASE, as amended by this AMENDMENT, and this AMENDMENT shall only be effective upon the full execution by all PARTIES hereto.

6. COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES. This

AMENDMENT may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the PARTIES have fully executed the AMENDMENT. Unless otherwise prohibited by law or COUNTY policy and provided all PARTIES have first executed the applicable AMENDMENT, the PARTIES agree and intend that an electronic copy of the AMENDMENT or an electronically signed AMENDMENT, has the same force and legal effect as if the AMENDMENT had been executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

7. SUBMISSION OF FIRST AMENDMENT TO LEASE; NONBINDING UNTIL

SIGNED. The PARTIES agree, accept, and understand that a submission of this AMENDMENT for examination, review, editing, or signature by either PARTY, in any form or by electronic or digital means, by email, facsimile or DocuSign, by verbal confirmation or discussion or by any other means of delivery, does not constitute a binding agreement or contract, nor does it constitute a meeting of the minds or a commitment to execute the AMENDMENT and this AMENDMENT shall only be legally binding and enforceable upon full execution by all PARTIES. The PARTIES acknowledge and agree that this AMENDMENT is nonbinding on either PARTY and neither PARTY may claim any legal rights against the other by reason of the existence of this AMENDMENT, or by reason of actions taken in reliance upon this AMENDMENT (including, but not limited to, any obligation to continue negotiations) unless and until this AMENDMENT is fully executed by all of the PARTIES.

8. CONSTRUCTION. This AMENDMENT shall not be construed more strongly against either PARTY regardless of who is more responsible for its preparation.

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9. SIGNING AUTHORITY. By signing below, each signatory for a PARTY warrants and represents that he/she executed this AMENDMENT, in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this AMENDMENT.

IN WITNESS WHEREOF, THE CITY OF MILPITAS and the COUNTY have entered into and executed this AMENDMENT effective on the last date signed by all the PARTIES below (“Effective Date”).

Lessor:

**COUNTY OF SANTA CLARA,
a political subdivision of the State of
California**

MIKE WASSERMAN, President
Board of Supervisors

Signed and certified that a copy of this document
has been delivered by electronic or other means
to the President, Board of Supervisors.

Attest:

TIFFANY LENNEAR,
Acting Clerk of the Board of Supervisors

Approved as to form and legality:

CHRISTOPHER CHELEDEN,
Lead Deputy County Counsel

Lessee:

**CITY OF MILPITAS,
a municipal corporation**

RICH TRAN,
Mayor

Attest:

WENDY WOOD,
City Clerk

Approved as to form:

CHRISTOPHER J. DIAZ,
City Attorney

Exhibits:

Exhibit A: Lease Agreement by and between County of Santa Clara and City of Milpitas
(Approved February 25, 2003)

Exhibit B: Insurance and Indemnification Requirements

EXHIBIT B
INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE REQUIREMENTS FOR USERS/TENANTS/PERMITTEES/LICENSEES
OF COUNTY REAL PROPERTY

Indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as “You” or “Your”) will indemnify, reimburse, hold harmless and defend County including, without limitation, County’s employees, agents, contractors, subcontractors and representatives (collectively, “County”), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney’s fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the “Property”), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the “Agreement”), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County’s defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance:

Without limiting Your Indemnification obligations to the County, You shall, at your own expense, provide and maintain the following insurance coverage in full force and effect throughout the Term of the Agreement:

A. **Evidence of Coverage**

Prior to commencement of the Term of the Agreement, You shall provide the requesting County department a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the Certificate of Insurance. In addition, a certified copy of the policy or policies shall be provided by You upon request. This approval of insurance shall neither

relieve nor decrease Your liability.

For long-term Agreements, a periodic review/change of insurance requirements may be made every five years to ensure appropriate coverage by County standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by County's Insurance Manager. C.

Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -- for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000 (required of products of any kind will be offered or sold on the Property)
- d. Personal Injury - \$1,000,000
- e. Abuse, Molestation, Sexual Actions, Assault and Battery - \$1,000,000 (required if there is interaction with children or minors)

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed

- c. Personal Injury liability
 - d. Abuse, Abuse, Molestation, Sexual Actions, Assault and Battery (required if there is interaction with children or minors)
 - e. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance shall include:

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance shall include:

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Property Insurance shall include:

You shall maintain sufficient property insurance on all buildings, facilities or real property interests that You own, operate and/or control contained within, upon, in or on the Property. The policy shall be written on a standard "all risk" basis, excluding earthquake and flood.

In addition, You shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all Property You use, operate, access, manage and/or control under the Agreement, including improvements and betterments owned by County, and shall name County as a loss payee. You shall also provide fire insurance on all personal property contained within or on the leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and You shall name County as an additional insured.

7. Interruption of Business Insurance shall include:

You shall, at Your sole cost and expense, maintain business interruption insurance by which the minimum monthly rent or fee will be paid to County for a period of up to one (1) year if the Property is destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements

8. Professional Errors and Omissions Liability Insurance (Required if You will operate an educational institution or provide educational services on the Property under the Agreement) shall include:

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes Your start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions. The following provisions shall also apply:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by You and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by You pursuant to the Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance provided by You. However, this shall not in any way limit liabilities assumed by You under the Agreement. Any self-insurance must first be approved in writing by the County upon satisfactory evidence of financial capacity. Your obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the Property under this Agreement be sublet, sublicensed or offered for use by third parties, You shall require each of Your sublicensees, subtenants and contractors of any tier to carry the aforementioned coverages, or You may insure such persons or entities under Your own policies.

F. Waiver of Subrogation.

Except as may be specifically provided for elsewhere in the Agreement or in hereinabove, County and You hereby each mutually waive any and all rights of recovery from the other in event of damage to the property of either caused by acts of God, perils of fire, lightning, and all other all-risk perils as defined in insurance policies and forms approved for use in the state of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Motion to Reconfirm Findings and Determinations Under Resolution No. 9105 and Assembly Bill 361 for the Continuation of Virtual Meetings
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/2/2021
Staff Contact:	Christopher J. Diaz, City Attorney, (408) 586-3040
Recommendation:	Move to reconfirm findings and determinations under Resolution No. 9105 and Assembly Bill 361 for the continuation of virtual meetings.

Background:

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended, allowing Councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum present in the jurisdiction. As the Council is well aware, this allowed all City Council meetings and other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote virtual locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual meetings until September 30, 2021.

With the expiration of the Governor's Executive Order and the uncertainty that surrounded the Governor's potential recall last month, the State Legislature also took the remote meeting issue into its own hands through the adoption of Assembly Bill 361, which is explained in more depth in the Analysis section below.

On October 5, 2021, the City Council adopted Resolution No. 9105, making findings that there is an existing State of Emergency and that state or local officials continue to recommend social distancing measures to prevent the spread of COVID-19. In particular, the resolution included reference to Cal-OSHA regulation 3205, which

recommends physical distancing in the workplace. By motion and majority vote, the City Council may reconfirm the findings of Resolution No. 9105 and continue to hold virtual meetings pursuant to AB 361.

Analysis:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

The above conditions continue to exist at this time, and staff recommends that the City Council by motion reconfirm the findings made in Resolution No. 9105 so that the City Council and all other subordinate legislative bodies may continue to meet virtually.

Lastly, it is important to that AB 361 is optional. If the City Council wishes, it may meet in person. In addition, hybrid meetings are permissible. However, according to City Management, there is not a hybrid option for Commissions, Committees and Task Forces at the City. Thus, regardless of whether the City Council may prefer to meet in person, City Management is recommending that the City Council reconfirm the findings in the resolution to ensure all other Commission, Committee, and Task Force meetings can continue to meet and allow the public to meet remotely without risking public health.

Policy Alternatives:

Alternative 1: Do not by motion reconfirm the findings made in the resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

Pros: None

Cons: Many of the existing Commission, Committee, and Task Force meetings will not be able to meet virtually or through a hybrid format forcing all staff, commission or committee members, and the public to attend meetings in person.

Reason not recommended: The COVID-19 pandemic continues to be a global health issue and by forcing commission, committee, and task force meetings to be in person, public health may be put at risk.

Fiscal Impact:

The City Council's reconfirmation of the findings made in the resolution to continue with virtual meetings will maintain the status quo and no financial impact is anticipated by the reconfirmation of the findings.

California Environmental Quality Act:

The City Council's reconfirmation of the findings made in the resolution is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5) as it constitutes an organizational or administrative activity of the government that will not result in direct or indirect physical changes in the environment. Further, virtual meetings are likely to reduce certain impacts associated with vehicular travel related to in-person public meetings.

Recommendation:

Move to reconfirm findings and determinations under Resolution No.9105 and Assembly Bill 361 for the continuation of virtual meetings

Attachment

Resolution 9105

RESOLUTION 9105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the City Council of the City of Milpitas has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact” defined as being within 6 feet of another under certain circumstances; and

WHEREAS, in order to continue to impose social distancing while holding in-person meetings there is a high likelihood that members of the public would not all be able to be present in the meetings spaces; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are no longer necessary; and

WHEREAS, the City Council of the City of Milpitas desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

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 and all other legislative bodies of the City of Milpitas who are required to hold public meetings, shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED this 5th day of October 2021, by the following vote:

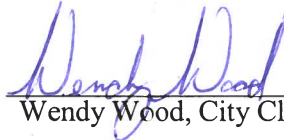
AYES: (5) Mayor Tran, Vice Mayor Montano, Councilmembers Chua,
Dominguez, and Phan

NOES: (0) None

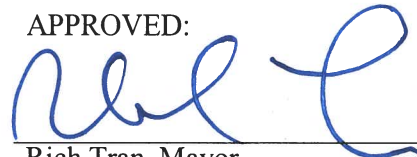
ABSENT: (0) None

ABSTAIN: (0) None

ATTEST:


Wendy Wood, City Clerk

APPROVED:


Rich Tran, Mayor

APPROVED AS TO FORM:


Christopher J. Diaz, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel to Pasadena, CA for Councilmember Anthony Phan to Attend the Asian Pacific American Leadership Foundation's 6th Annual CALNET Leadership Retreat held November 4-5, 2021
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/2/2021
Staff Contact:	Ashwini Kantak, Assistant City Manager, 408-586-3053
<u>Recommendation:</u>	Authorize and approve travel to Pasadena, CA for Councilmember Anthony Phan to attend the 6 th Annual CALNET Leadership Retreat held November 4-5, 2021, for a total expense amount not-to-exceed budgeted Conferences/ Meeting allocation for City Council.

Background:

The Asian Pacific American Leadership Foundation holds its Leadership Retreat each year in select California city. This popular retreat is scheduled for November 4 – 5, 2021. This exclusive invite-only leadership retreat allows him, and other California's Asian Pacific American elected and appointed officials the rare opportunity to connect and openly exchange ideas with other key State leaders. The preliminary program is included in this report.

Analysis:

The City of Milpitas Travel and Expense Policy requires all travel for the elected officials and City Manager be approved by City Council. Council approval of this request will allow Councilmember Phan to exchange ideas with elected and appointed officials from other cities and to bring back information from other cities to share with his colleagues.

Policy Alternative:

Not applicable

Fiscal Impact:

The estimated expenses for the Leadership Retreat in Pasadena are \$650 (airfare, hotel, and transportation). The registration is complimentary.

To date, Councilmember Phan's Individual Elected Official allocation of \$5,000 for Conferences / Meetings / Memberships has not been used due to the pandemic. Various agencies have just recently started to offer full in-person conferences and retreats.

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.

Recommendation:

Authorize and Approve Travel for Councilmember Anthony Phan to attend the Asian Pacific American Leadership Foundation's 6TH Annual CALNET Leadership Retreat – *A Nation Divided: Coming Together Post-Trump and Post-Pandemic Era* in Pasadena, California, scheduled on November 4 – 5, 2021, for a total estimated amount up to \$700.

Attachment(s):

Attachment 1: Draft 2021 CALNET Program

Attachment 2: Council budget tracking

Travel and Training FY 21-22 Budget Tracking for Council

Mayor Tran				
	Training/Travel Event	FY21-22 Amount Expended/Estimated	Total	Remaining Balance
			\$ -	\$ 5,000.00
		\$ -		

Vice Mayor Montano				
	Training/Travel Event	FY21-22 Amount Expended/Estimated	Total	Remaining Balance
			\$ 1,437.14	\$ 3,562.86
1	2021 League of CA Cities Annual Conference & Expo in Sacramento from 9/22-9/24	\$ 1,437.14		

Councilmember Dominguez				
	Training/Travel Event	FY21-22 Amount Expended/Estimated	Total	Remaining Balance
			\$ -	\$ 5,000.00

Councilmember Phan				
	Training/Travel Event	FY21-22 Amount Expended/Estimated	Total	Remaining Balance
			\$ 700.00	\$ 4,300.00
1	2021 Asian Pacific American Leadership Foundation 6TH Annual CALNET Leadership Retreat	\$ 700.00		

Councilmember Chua				
	Training/Travel Event	FY21-22 Amount Expended/Estimated	Total	Remaining Balance
			\$ 1,367.14	\$ 3,632.86
1	2021 League of CA Cities Annual Conference & Expo in Sacramento from 9/22-9/24	\$ 1,367.14		



ASIAN PACIFIC AMERICAN LEADERSHIP FOUNDATION
6th Annual CALNET LEADERSHIP RETREAT
A Nation Divided: Coming together post-trump and Post-Pandemic Era

Thursday, November 4, 2021

Time	Item or Topic/Discussion	Speakers
4:00pm-6:00pm	<u>OPENING AWARDS CEREMONY</u> COMING TOGETHER: LEADERSHIP IN A POST-TRUMP AND POST-PANDEMIC ERA	OPENING REMARKS API Leg Caucus Chair Sen. Dr. Richard Pan AWARDS PRESENTATION: Lifetime Achievement Award - Our Fearless Leader: State Controller Betty Yee Corporate Warrior Award: ATT Rhonda Johnson - Presenter: Travis Kiyota Women Warrior Award: Darlene Chiu Bryant - Presenter: Ron Wong
6:00pm-8:30pm	<u>OPENING DINNER</u> LEADING FROM THE FRONT	<u>6:00pm - 6:45pm DINNER BEGINS</u> <u>6:45pm - 7:15pm KEYNOTE</u> INTRODUCTION Ronald W. Wong, Founder, Asian Pacific American Leadership Foundation & CALNET <u>7:15pm - 8:15pm</u> SPEAKERS: Assemblymember Phil Ting Rep. Judy Chu SF City Attorney David Chiu Former State Treasurer John Chiang
8:30pm-9:30pm	THE RACE EPIDEMIC	Facilitator: David Ryu

	DOCUMENTARY SCREENING	
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Friday, November 5, 2021

Time	Item or Topic/Discussion	Speakers
8:00am- 9:15am	BREAKFAST	<u>8:30am - 8:40am INTRODUCTION AND MORNING PREVIEW</u> James Lau, Executive Director, APALF <u>8:40am - 9:15am KEYNOTE</u> INTRODUCTION Ronald W. Wong, APALF, Founder
9:15am- 11:00am	<u>MORNING SESSION</u> PANEL: RISE OF FASCISM AND THE THREAT TO DEMOCRACY	<u>9:15am - 9:45am KEYNOTE</u> Congressmember Ted Lieu <u>9:45am - 11:00am</u> MODERATOR: Joe Yew SPEAKERS: Dan Schnur Garry South Mike Madrid, Grassroots Lab
11:15am- 12:30pm	<u>PANEL</u> FIGHTING FOR OUR FAIR SHARE	<u>11:30am - 12:30pm</u> MODERATOR: David Ryu SPEAKERS: Stephanie Tom, APILC Nkauj Iab Yang, CCAPIAA Cynthia Choi, Stop AAPI Hate/CAA
12:30pm- 1:15pm	LUNCH	<u>12:30pm LUNCH BEGINS</u> <u>12:45pm - 1:15pm KEYNOTE</u> INTRODUCTION KEYNOTE: Treasurer Fiona Ma

1:15pm- 2:30pm	<u>PANEL</u> INFLUENCE OF SOCIAL MEDIA	MODERATOR: Assemblymember Evan Low SPEAKERS: Mona Pasquil Rogers, Facebook Benny Luo, NextShark (invited) George Takei (invited)
2:30pm- 3:00pm	WHAT'S NEXT?	
3:00pm- 4:00pm	<u>PANEL</u> TBD	
4:00pm	<u>CLOSING RECEPTION</u> LEADERS AND SHOWING UP	Closing Remarks:



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

Item Title:	Approve and Authorize the City Manager to Execute Amendment No. 2 to the Software License and Professional Services Agreement with TriTech Software Systems, Inc. for Computerized Maintenance Management System.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/2/2021
Staff Contact:	Tony Ndah, Public Works Director, 408-586-2602
Recommendation:	Approve and authorize the City Manager to execute Amendment No. 2 to the software license and professional services agreement with TriTech Software Systems, Inc. for computerized maintenance management system, for the total not-to-exceed amount of \$297,623.75.

Background:

On May 1, 2018, Council approved an agreement with Lucity, Inc. for software license and professional services to implement a new computerized maintenance management system (CMMS) for the Public Works Department. The system currently handles all aspects of Public Works Maintenance Management including, but not limited to: Fleet, Parks, Water, Sewer, Facilities, Storm Water, Streets, Pavement and Traffic assets. The system also integrates with the City's MyMilpitas app to provide updates with residents on the status of work request and work orders.

On January 1, 2020, TriTech Software Systems, Inc. acquired Lucity, Inc and assumed performance of the software license and professional services agreement, effective July 6, 2020.

On July 29, 2020, the City executed Amendment No. 1 to include additional software and services for the additional compensation amount of \$31,600.00 for the new not-to-exceed amount of \$267,742.47. The amendment changed the license structure of the agreement to an enterprise license which allows for all Public Works staff to have access to the CMMS in the field from any mobile device. The amendment also included additional tasks to set up and train staff on the use of the Fats, Oil, and Grease (FOG) module of the CMMS for inspections to maintain compliance with local, state, and federal regulations.

Analysis:

After approval of the first amendment to the contract with TriTech Software Systems, Inc., staff expanded the system to mobile devices. With the expansion of the use into the field, it became apparent that the 10 concurrent licenses for Public Works staff to share to access and make updates to work orders and asset data per the amended agreement was insufficient. With the expanded use of the system, the 10 concurrent license do not allow for adequate number of staff to access and update workorders at the same time.

Therefore, staff recommends approval of Amendment No. 2 to the agreement for a total not-to-exceed contract amount of \$297,623.75 for the contract period of May 18, 2018 to May 17, 2023. Amendment No. 2 would add an additional 10 concurrent licenses at a one-time cost of \$22,940.64 and annual maintenance cost of \$2,940.64 this year and \$4,000.00 the following year. With the additional licenses, an increased number of staff in the Department would be able to access the CMMS at the same time. The additional licenses will improve customer service delivery and will assist Public Works lead workers and managers in reviewing, assigning, and prioritizing work requests which are originating from residents and businesses through MyMilpitas App or self-generated by City employees.

Policy Alternatives:

Alternative 1: Do not approve and authorize the City Manager to execute Amendment No. 2.

Pros: The City would not spend \$29,881.28 for additional software and services.

Cons: The City would not be taking the additional steps needed to ensure all Public Works staff have access to the CMMS in the field for work orders to respond to work requests, leading to loss of productivity for staff.

Reason not recommended: The proposed amendment would increase productivity for the staff and lead to better management of the City's work requests and improve customer service delivery to residents and businesses.

Fiscal Impact:

There are sufficient funds available in the FY 2021-2022 operating budget of the Public Works Department to cover the cost of the amendment.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act 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 to the software license and professional services agreement with Central Square for computerized maintenance management system for a total not-to-exceed amount of \$297,623.75.

Attachments:

1. Amendment No. 2 with TriTech Software Systems, Inc.

**AMENDMENT No. 2 TO THE
SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
WITH TRITECH SOFTWARE SYSTEMS, INC. (SUCCESSOR TO
LUCITY, INC.) FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

This amendment entered into on _____ between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **TriTech Software Systems, Inc.**, a corporation with its principle place of business at **1000 Business Center Drive, Lake Mary, Florida 32746** (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment

RECITALS

WHEREAS, on May 18, 2018, the City and Lucity, Inc. entered into a Software License and Professional Services Agreement for Computerized Maintenance Management System Services for the not-to-exceed amount of \$236,142.47, with a term period of May 18, 2018 to May 17, 2023 (the "Software License and Professional Services Agreement"); and

WHEREAS effective January 1, 2020 TriTech Software Systems, Inc. acquired 100% of the assets of Lucity, Inc., including all rights to Lucity's software systems; and

WHEREAS, effective July 6, 2020 TriTech Software Systems Inc. and the City of Milpitas entered into that certain Assignment and Assumption Agreement whereby TriTech Software Systems Inc. assumed performance of the Software License and Professional Services Agreement; and

WHEREAS, on July 29, 2020, the parties entered into Amendment No. 1 to the Software License and Professional Services Agreement to include additional software and services for the additional compensation amount of \$31,600.00 for the new total not-to-exceed amount of \$267,742.47.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Software License and Professional Services Agreement as follows:

1. Section II – Scope of Services, and Section V – Fees and Payment, are hereby amended to include additional software and services for the additional compensation of \$29,881.28.00, as outlined in Exhibit E-2 – Additional Services (September 2021) attached hereto and incorporated herein by this reference, for a new total not-to-exceed amount of \$297,623.75.
2. All other provisions of the Software License and Professional Services Agreement not amended by this Amendment No. 2 shall remain in full force and effect

**SIGNATURE PAGE TO AMENDMENT NO. 2
TO THE SOFTWARE LICENSE AND PROCESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
TRITECH SOFTWARE SYSTEMS INC.
FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SERVICES**

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manger

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, Director of Public Works

TRITECH SOFTWARE SYSTEMS INC.

Signature

Name

Title

Date

**AMENDMENT No. 2
TO THE
SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
WITH TRITECH SOFTWARE SYSTEMS, INC. (SUCCESSOR TO
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COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

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WHEREAS effective January 1, 2020 TriTech Software Systems, Inc. acquired 100% of the assets of Lucity, Inc., including all rights to Lucity's software systems; and

WHEREAS, effective July 6, 2020 TriTech Software Systems Inc. and the City of Milpitas entered into that certain Assignment and Assumption Agreement whereby TriTech Software Systems Inc. assumed performance of the Software License and Professional Services Agreement; and

WHEREAS, on July 29, 2020, the parties entered into Amendment No. 1 to the Software License and Professional Services Agreement to include additional software and services for the additional compensation amount of \$31,600.00 for the new tot not-to-exceed amount of \$267,742.47.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Software License and Professional Services Agreement as follows:

1. Section II – Scope of Services, and Section V – Fees and Payment, are hereby amended to include additional software and services for the additional compensation of \$31,600.00, as outlined in Exhibit E-2 – Additional Services (September 2021) attached hereto and incorporated herein by this reference, for a new total not-to-exceed amount of \$297,623.11.
2. All other provisions of the Software License and Professional Services Agreement not amended by this Amendment No. 2 shall remain in full force and effect

**SIGNATURE PAGE TO AMENDMENT NO. 2
TO THE SOFTWARE LICENSE AND PROCESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
TRITECH SOFTWARE SYSTEMS INC.
FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SERVICES**

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manger

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, Director of Public Works

TRITECH SOFTWARE SYSTEMS INC.

DocuSigned by:


E4124F2884E5410

Signature
Dan Maier

Name
CRO

Title
9/21/2021

Date



Quote prepared on:

August 20, 2021

Quote prepared by:

Jakea Simons

jakea.simons@centralsquare.com

Quote #: Q-56413

Primary Quoted Solution: Enterprise Asset Mgmt

Quote expires on: September 27, 2021

Quote prepared for:

Tony Ndah

City of Milpitas

1265 North Milpitas Blvd

Milpitas, CA 95035

(408) 586-2602

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Asset Management - Work License Fee	10	2,294.06	22,940.64
Software Total			22,940.64 USD

QUOTE SUMMARY

Software Subtotal 22,940.64 USD

Quote Total 22,940.64 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,940.64

FIRST YEAR SUBSCRIPTION TOTAL

0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Upon Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

City of Milpitas

Signature:

Name:

Date:

Title:

Milpitas, CA
#56413 Details
Attachment A

Quote Number: 2021-56413

Milpitas, CA - Add'l Licenses for Work Management EAM 2021-56413

Description

Request for 10 Additional EAM Licenses for Work Management EAM

Each License Total: 2,000 per license

Prorated Maintenance for First Initial Year: \$2,940: *Execution to May 17th 2022*

Second Year Maintenance: \$ 4,000 : *May 18th 2022 to May 17th 2023*

As per discussion with client, end period for prorated to be May 17 2022 in order to be linked with master agreement renewal dates.

Second year dates to start from May 18th 2022 to May 17th 2023 and will continue from that point forward.

See quote for attachment details.

PAYMENT TERMS

License Fees & Annual Subscriptions - 100% Due Upon Contract Execution

Additional licenses won't be available upon receipt of signed quote.

Note for Central Square Consulting

Additional Details

**AMENDMENT No. 1
TO THE
SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
WITH
TRITECH SOFTWARE SYSTEMS, INC. (SUCCESSOR TO LUCITY,
INC.)
FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

This Amendment is entered into this 29th day of July, 2020 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **TriTech Software Systems, Inc.**, a corporation with its principle place of business at **1000 Business Center Drive, Lake Mary, Florida 32746** (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment.

RECITALS

WHEREAS, on May 18, 2018, the City and Lucity, Inc. entered into a Software License and Professional Services Agreement for Computerized Maintenance Management System Services for the not-to-exceed amount of \$236,142.47, with a term period of May 18, 2018 to May 17, 2023 (the "Software License and Professional Services Agreement"); and

WHEREAS effective January 1, 2020 TriTech Software Systems, Inc. acquired 100% of the assets of Lucity, Inc., including all rights to Lucity's software systems, and

WHEREAS effective [7/6/2020] TriTech Software Systems, Inc. and the City of Milpitas entered into that certain Assignment and Assumption Agreement whereby TriTech Software Systems, Inc. assumed performance of the Software License and Professional Services Agreement, and

WHEREAS, the Parties now desire to amend the Software License and Professional Services Agreement to include additional software and services for additional compensation of \$31,600.00.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Software License and Professional Services Agreement as follows:

1. Section II – Scope of Services, and Section V – Fees and Payment, are hereby amended to include additional software and services for the additional compensation of \$31,600.00, as outlined in Exhibit E-1 – Additional Services (March 2020) attached hereto and incorporated herein by this reference, for a new total not-to-exceed amount of \$267,742.47.

2. All other provisions of the Software License and Professional Services Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

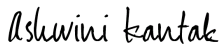
[SIGNATURES ON FOLLOWING PAGE]

This Amendment No. 1 is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

DocuSigned by:



Steven G. McHarris,
Interim City Manager

TriTech Software Systems,
Inc.

DocuSigned by:



Name:

Title: SVP Business Transformation, PA

Approved As To Content:

DocuSigned by:



Tony Ndari
Director of Public Works

Approved:

DocuSigned by:



Walter C. Rossmann
Director of Finance/Risk Manager

Approved As To Form:

DocuSigned by:



Christopher J. Diaz
City Attorney

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

ARTICLES OF AGREEMENT

This Agreement between **CITY OF Milpitas, CA**, as "CLIENT", and **LUCITY, INC.**, as "CONTRACTOR".

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 100, Overland Park, KS 66212) owns certain software programs that are licensed under individual program titles which are known collectively as "*Lucity™ Software*"; and

Whereas, the CLIENT (located at 455 E. Calaveras Blvd. Milpitas, CA 95035) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

SECTION I – SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity™ Software License Agreement* attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

Final Acceptance. For thirty (30) days from the "Go-Live" date (which date shall be mutually agreed by the parties in writing as provided under Exhibit D, Section D.1.F), CLIENT shall test the system for defects and anomalies (the "Test Period"). During the Test Period, CONTRACTOR shall address and attempt to resolve issues with the Software identified by CLIENT. At the end of the Test Period, City shall accept or reject the Software as follows:

- A. If CLIENT determines that the Software is performing to its satisfaction it shall immediately provide written notice to CONTRACTOR of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from CONTRACTOR, shall process and pay the final milestone of the software license fee set forth on Exhibit E. Any further issues with the Software shall be addressed under the Software Support and Maintenance Provisions (Exhibit C).
- B. If CLIENT decides to not accept the Software, then it must so notify CONTRACTOR in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by CLIENT to CONTRACTOR, less the cost of project management, installation, data conversion, and training services provided up to the date

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

of termination shall be returned to CLIENT by CONTRACTOR within thirty (30) days after receipt of the notice. All provisions of this Agreement that expressly survive such termination shall apply.

- C. If CLIENT fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then CLIENT'S final acceptance of the Software shall be considered to have occurred and CLIENT and CONTRACTOR shall proceed as described in subsection A above.

SECTION II – SCOPE OF SERVICES

The basic Scope of Services for the supply, implementation, support and maintenance of a **COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**, herein referred to as "PROJECT", is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

SECTION III – RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

SECTION IV – SCHEDULE OF SERVICES

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

SECTION V – FEES AND PAYMENTS

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E" and as further detailed on Exhibit "D.3". The maximum compensation set forth in Exhibit "E" shall not be exceeded without further authorization of Additional Services.

The total contract "not to exceed" amount shall be TWO HUNDRED THIRTY-SIX THOUSAND ONE HUNDRED FORTY-TWO AND 47/100 DOLLARS (\$236,142.47).

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E" Invoices shall be due and payable to the CONTRACTOR within thirty (30) days of each billing.

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than thirty (30) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

SECTION VI – OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES

If mutually agreeable to all parties, the issuance of any resulting contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

SECTION VII – TERMINATION

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

- A. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination. CONTRACTOR shall be entitled to compensation at CONTRACTOR'S then-current rates for the cost of project management, installation, data conversion and training services provided or performed up to the effective date of termination, which demand shall include reasonable supporting documentation reflecting the amounts claimed to be due.
- C. CLIENT may also terminate this Agreement at any time prior to the "Go-Live" date, as mutually agreed in Exhibit D, Section D.1.F, for its convenience (i.e., for any reason or no reason) upon ten (10) days' prior written notice of termination to CONTRACTOR. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement and CLIENT shall be entitled to a full refund of all software license fees paid. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

The Termination provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *Lucity*™ software program licenses, subject to the refund of software license fees for terminations occurring prior to "Go-Live" as stated in Section VII.C or due to a Rejection Notice as stated in Section I.B above.

SECTION VIII – INDEMNIFICATION & INSURANCE

To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the CLIENT, and hold harmless the CLIENT and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract awarded from this solicitation does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section VIII shall survive termination or expiration of this Agreement.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

The Indemnification provisions for the PROJECT provided in this Section VIII are applicable to the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *Lucity*™ software program licenses.

For the duration of the Scope of Services set forth in Section II, CONTRACTOR shall obtain and maintain insurance as required by Exhibit "F".

SECTION IX – GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A All services shall be under the direction of qualified personnel.
- B. This Agreement shall be subject to the City of Milpitas Terms and Conditions attached hereto as Exhibit "G." Further, all software licenses and professional services provided under this Agreement shall adhere to, and CONTRACTOR shall abide by, the specifications set forth in that certain City of Milpitas Request for Proposals No. 2228 for Computerized Maintenance Management System, including all attachments and addenda thereto, and set forth in CONTRACTOR'S proposal offered thereto, all of which is incorporated herein by this reference, which shall include:
 - 1. Request for Proposals No. 2228 for Computerized Maintenance Management System
 - 2. Narrative Proposal – Part 1 (Parts 1 through 7)
 - 3. Proposal Offer Form – Part 2
 - 4. Non-Collusion Affidavit
 - 5. Proposer's Statement Regarding Insurance Coverage
 - 6. Worker's Compensation Insurance Certificate
 - 7. Nondiscriminatory Employment Certificate
 - 8. References
 - 9. Attachment A - Technical Specifications and Functional Requirements Matrix
 - 10. Public Purchase Addenda and Questions

In the event of a direct conflict making it impossible to comply with both a term of Exhibit "G" and any other provision of this Agreement, Exhibit "G" shall take precedence.

- C. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.
- D The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- E. The following Exhibits are attached to and made a part of this Agreement:
 - Exhibit "A" - *Lucity*™ Software License Agreement
 - Exhibit "B" - Schedule of Software
 - Exhibit "C" - Software Support and Maintenance Provisions

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

- Exhibit "D" - Schedule of Services
- Exhibit "E" - Schedule of Costs and Invoicing
- Exhibit "F" - Insurance
- Exhibit "G" - City of Milpitas Terms and Conditions

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this 18th day of May, 2018.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

By: [Signature]

Title: VP. Client Services

Attest:

By: [Signature]

Title: Cont. Hec

CITY OF MILPITAS, CA

By: [Signature]

Title: JULIE EDMONDS-MARBS
CITY MANAGER

Attest:

By: _____

Title: _____

City of Milpitas Business Tax
Compliance: Certificate No. Applied / v

Approved As To Form.

[Signature]
Christopher J. Diaz, City Attorney

Approved as To Content:

[Signature]
Will Fuentes, Director of Financial Services

Approved As To Scope.

[Signature]
Tony Ndah, Project Manager

EXHIBIT "A"
Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity™ Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity™ Software License Agreement and any stated Special Provisions.

THIS AGREEMENT (*Agreement*) is between Lucity, Inc. a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100 Overland Park, KS 66212 (*Lucity*) and *Licensee* with its software programs accessing databases residing at *Licensed Site*.

RECITALS

WHEREAS Lucity owns certain software programs that are licensed under individual product titles which are known collectively as *Lucity™ software*

WHEREAS Licensee would like to use and Lucity would like to grant Licensee the right to use those software products, while protecting the copyrights, trade secrets, confidential information and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS

Program(s) means the object code versions of the computer software products, databases and related documentation.

Users means (i) the specified number of persons permitted to access all Programs (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats) or (iii) the specified number of compute, hardware devices permitted to provide access to a Program (i.e. Installs).

Clients means the number of individual database setups that can be accessed by a Program.

Licensed Site means the location at which the Licensee will be permitted to store the databases used by the Program(s).

Effective Date means the date of receipt of Licensee's purchase order citing this Agreement.

2. LICENSE GRANT

(a) License. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement, provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) Copying. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) Future Licenses. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e. a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) Limited Grant. Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(e) Disaster Recovery and Testing. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) No Reverse Engineering. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) No Modification. Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) No Copying. Licensee agrees not to copy the Program(s) in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes and as may be necessary to utilize the total Users for a given Program.

(d) No Third Party Use. Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) Training. Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) Lucity's Property. The Program(s) in whole and in part and all copies thereof are and will remain the sole and exclusive property of Lucity.

(b) Licensee's Property. Any and all information generated by Licensee's use of the Programs (specifically excluding Program code) shall remain the sole and exclusive property of Licensee.

(c) Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY

Lucity will deliver license codes for the Program(s) which provide for downloading of installation components by Licensee to Licensee within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) License Fee – Named Products Licensing. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity the License Fee within thirty (30) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) Annual Fee – Named Users Licensing. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity (i) the appropriate Annual Fee within thirty (30) days of the Effective Date and (ii) the appropriate Annual Fee within thirty (30) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(c) Taxes. Fees due under this Agreement do not include any taxes. Licensee will be responsible for and will promptly pay all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with Licensee's receipt or use of the Program(s) except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) Warranty. Lucity warrants that during twelve (12) months following the delivery of the license codes for the Program(s):

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects and

(ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or installation components fail to conform to such warranty as Licensee's sole and exclusive remedy for such failure, Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 12-month warranty period.

(c) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability and Fitness for a Particular Purpose.

8. INDEMNITY

(a) Duty to Indemnify and Defend

(i) Lucity will defend or settle at Lucity's own expense any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets or otherwise violates the intellectual property rights of third parties.

(ii) Lucity will pay any and all costs, damages and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless (A) Lucity is notified of it promptly, (B)

EXHIBIT "A"
Lucity™ Software License Agreement

Lucity has sole control of its defense and settlement and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement

(b) Injunctions If Licensee's use of any Program(s) under the terms of this Agreement is or is in Lucity's opinion is likely to be enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i) then Lucity may at its sole option and expense either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement.

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

9 CONFIDENTIAL INFORMATION

(a) Definition Confidential Information refers to: (i) the Program(s) including but not limited to their software source code and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which under the circumstances taken as a whole would reasonably be deemed to be confidential under applicable law.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction or disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10 MAINTENANCE AND SUPPORT

(a) Named Products Licensing Lucity and Licensee may by mutual agreement include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e. a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

(b) Named Users Licensing The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

11 LIMITATIONS OF LIABILITY

Except for Lucity's indemnity obligations provided in Section 8, Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing

the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee under this Agreement for any Special, Incidental or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s), and Licensee agrees that in no event will Lucity be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12 TERM AND TERMINATION

(a) Term - Named Products Licensing Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) Term - Named Users Licensing Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) Termination Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) Effect of Termination - Named Products Licensing If this Agreement is terminated, Licensee will immediately return to Lucity or Lucity's designated representative, or (a) Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(e) Effect of Termination - Named Users Licensing If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) Survival The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties, Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement, Exclusive Remedy and Exceptions), 9 (Confidential Information) and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) Nonexclusive Remedy The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13 GENERAL PROVISIONS

(a) Audit Rights Licensee agrees to allow Lucity at Lucity's sole expense upon reasonable written notice and during Licensee's ordinary business hours to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment This Agreement will bind and inure to the benefit of each party's successors and assigns provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

EXHIBIT “B”
Schedule of Software

For the Project Lucyity agrees to furnish licenses of the various *Lucyity*™ software programs listed in the table below, and grant the CLIENT such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *Lucyity*™ Software License Agreement provided as Exhibit “A”.

Software

LucyityAM Product	Licensing		Fees	
	Quantity	Unit	Unit	Extended
Work	10	Seat	\$ 2,000.00	\$ 20,000.00
Assets	5	Seat	\$ 2,000.00	\$ 10,000.00
GIS Desktop	1	Seat	\$ 2,000.00	\$ 2,000.00
GIS Web	1	Site	\$ 10,000.00	\$ 10,000.00
Mobile	15	Install	\$ 1,500.00	\$ 22,500.00
REST APIs	1	Site	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 69,500.00

Notes

- The applicable licensing model is “Named Products”.
- The total amount of license fees is a one-time cost for a perpetual licensing term.
- Cost for the Constant Connection Program for technical support and software maintenance is additional.
- A “Site” license provides for unlimited number of total users.
- A “Seat” license provides for a concurrent user.
- An “Install” license is per device.

EXHIBIT “C”

Software Support and Maintenance Provisions

For the various *Lucity*™ software programs listed in Exhibit “B”, Lucity agrees to furnish to the Licensee resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit “C”.

Constant Connection Program Resources and Services

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the following attachment titled “LucityAM Technical Support and Software Maintenance”.

Constant Connection Program Fees and Renewal

Named Products Licensing. The fee basis for “Year 1” of the Lucity Constant Connection Program is twenty percent (20%) of the total non-discounted software license fees for covered products. For the software programs listed in Exhibit “B”, Year 1 will be for the period of twelve (12) months following software delivery

Access to Lucity Constant Connection Program resources and services in subsequent years is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

Constant Connection Program Levels of Services

Our goals are to provide customers immediate response during regular Help Desk hours (Monday – Friday, 7:00 am-7:00 pm CST), and resolve issues as soon as possible. An outline of our categorization/prioritization of support issues and formal response/resolution commitments follows.

- **Critical Issues**
 - Customer is unable to use a LucityAM application, or system component has a failure such that normal work operation is significantly impacted (e.g., users cannot open Work Orders)
 - Response time to acknowledge issue and begin working on corrective action within two (2) business hours
 - Commitment to continue working on problem until resolution, or an acceptable temporary fix (i.e., patch) is deployed
- **Standard Issues**
 - Issue exists with an application, but majority of functions are still usable and some reasonable circumvention or work-around is possible to provide service, or failing function or work-around does not significantly impact normal work operation
 - Response time to acknowledge issue no more than four (4) business hours
 - Provide resolution with next upgrade release (new versions, service packs or patches), and not more than ninety (90) business days (unless otherwise agreed between customer and Lucity)
- **Minor Issues**
 - Issue does not affect an application’s function (e.g., text of message or report is poorly worded or misspelled)
 - Response time to acknowledge issue no more than eight (8) business hours
 - Provide resolution with next two upgrades, and not more than one-hundred and eighty (180) business days (unless otherwise agreed between customer and Lucity)

EXHIBIT “D”
Scope of Services

IMPLEMENTATION WORK PLAN

The “Functional Groups” that will be users of the System are identified in the following table, aligned with their applicable LucyAM Assets solutions.

Functional Group	LucyAM Assets Solutions	
Water	Water	Equipment
Sewer	Sewer	Equipment
Storm	Storm	Equipment
Streets, Traffic & Rights-of-Way	Streets	Signals
	Rights-of-Way	Street Lights
	Signs	Equipment
Parks, Trails, Trees & Landscaping	Parks	Trees
	Facilities	Equipment
Facilities	Facilities	Equipment
Fleet	Fleet	Equipment

Implementation

Lucity will provide all implementation services (in close collaboration with City staff) utilizing on-staff personnel. Following are tasks that comprise our proposed Implementation Work Plan.

- Project Management – Initiation; Progress
- Installation & Kickoff – IT Audit; Installation; Kickoff Meeting
- Configuration – Discovery; Functional Groups; GIS
- Data Loading
- Interfaces
- Testing
- Training – Administration; Production

D.1 IMPLEMENTATION METHODOLOGY

Our proposed Project Team is comprised of both Lucity on-staff personnel and City staff – the Project Team organization chart is provided as Exhibit D.1. An outline of our proposed Implementation Work Plan follows. Participation and responsibilities of the Project Team are included in the task descriptions.

```

graph TD
    PIC[Principal-in-Charge] ---|Contract Admin| PA[Project Administrator]
    PA ---|Project Admin| PMIL[Project Manager Implementation Lead IT Specialist]
    PMIL ---|Monitoring| RM[Relationship Manager]
    RM ---|Client Satisfaction| PM[Project Manager]
    PM ---|Configuration| SME[Subject Matter Experts SMEs]
    SME ---|Sponsorship| PS[Project Sponsor]
    PS ---|Reporting| U[Users]
    U ---|Services| C[Customers]
    C ---|System Admin| SA[System Administrator]
    SA ---|Technical Support| HD[Help Desk]
    SA ---|System Admin| GA[Group Administrators]
    GA ---|Reporting| S[Stakeholders]
    
```

The organizational chart for the Project Management Office (PMO) is structured as follows:

- Principal-in-Charge** (Contract Admin)
 - Project Administrator** (Project Admin)
 - Project Manager Implementation Lead IT Specialist** (Monitoring)
 - Relationship Manager** (Client Satisfaction)
 - Project Manager** (Configuration)
 - Subject Matter Experts (SMEs)** (Sponsorship)
 - Project Sponsor** (Reporting)
 - Users** (Services)
 - Customers** (System Admin)
 - System Administrator** (Technical Support)
 - Help Desk**

Legend:

- Lucy**
- City**

D.1.A.1 Initiation

- Project Team
 - Review roles, responsibilities, and personnel assignments
 - Identify primary contacts and exchange contact information
- Software
 - Verify licensing details (products and users)
- Project Plan
 - Set dates for IT Audit, Installation, and Kickoff tasks – our recommendation is for the IT Audit to be completed as soon as possible, and Installation to be completed prior to Kickoff

- **Lucy**
 - Project Manager
 - Relationship Manager
- **City**
 - Project Manager
 - System Administrator
 - Project Sponsor

An outline of the project management activities expected throughout the project follows.

- Meetings & Workshops
 - Convene bi-weekly Project Progress meetings to review Project Plan completion status
 - Provide agendas, “Follow-up Memorandum”, and “Trip Report” documents
- Project Plan
 - Provide updates as needed based on approved revisions to scope and/or schedule
- Invoicing
 - Prepare billing summaries, and submit invoices to the City for approval and payment processing

Participants in the project management activities should include the following Project Team members:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Lucity <ul style="list-style-type: none"> – Project Manager – Project Administrator | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager |
|--|---|

D.1.B INSTALLATION & KICKOFF

D.1.B.1 IT Audit

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City’s IT SME (Subject Matter Expert) pertaining to LucityAM enterprise architecture and security designs. An outline of the expected IT Audit Meeting topics follows.

- Software
 - Review “Hardware and Software Recommendations”, “System Design and Tuning”, and “IT Questionnaire” documents – Questionnaire to be completed by the City
 - Our assumption is the City will provide needed hardware and supporting software, and confirm basic operation of hardware prior to installation of LucityAM
 - System Design and Tuning document is intended to provide understanding of LucityAM as it pertains to the City’s enterprise infrastructure and security policies, and the expected maximum number of concurrent users
 - IT Questionnaire serves to gather information regarding the City’s resources, preparedness, and capabilities for installing and managing LucityAM and leveraging GIS integration
 - Discuss the Installation task and related activities, and identify needed actions prior to LucityAM installation
- Access
 - Discuss providing Implementation Lead remote access (VPN) into installed LucityAM to facilitate completion of implementation tasks
- Project Plan
 - Confirm dates for Installation and Kickoff tasks
- Action Items
 - Complete IT Questionnaire
 - Provide LucityAM install design and system architecture diagram, and executed VPN access forms (if required)

Participants in the IT Audit Meeting should include the following Project Team members:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Lucity | <ul style="list-style-type: none"> • City |
|--|--|

- IT Specialist
- Project Manager
- System Administrator
- SME – IT

D.1.B.2 Installation

Install

The IT Specialist will assist the System Administrator with downloading the LucityAM Installation Components (current version with latest service pack) from the Lucity Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator will complete related Installation activities, including:

- Establishing multiple environments for testing/training and production
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

D.1.B.3 Kickoff Meeting

A Kickoff Meeting will be held to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation tasks. An outline of the expected Kickoff Meeting activities follows.

- LucityAM Software Demonstration
 - Present functional overview – typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc), GIS integration, and data interfaces
 - Review default “Work Flow Setup” data, UI templates (dashboards and data forms/views), and default user groups/roles
- Functional Groups
 - Identify each Group’s place (Department, Division, etc.) within the organizational structure of the City
 - Confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task
 - Examine current basic business processes of each Group with associated data, reporting, and integration requirements
 - Review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City
- GIS and IT
 - Discuss completed Installation task and related activities, and identify needed actions prior to initiation of Configuration – GIS task
- Access
 - Verify Implementation Lead has remote access into installed LucityAM
- Project Plan
 - Confirm Project Team and Functional Groups
 - Discuss what is expected of Project Team members throughout project
 - Review schedule, and discuss how LucityAM will “go-live”
 - Identify any needed revisions to Project Plan based on knowledge gained from the Kickoff Meeting sessions

- Set date for Configuration – Discovery task
- Action Items
 - Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucyAM Work – Work Administrator

Participants in the Kickoff Meeting sessions should include the following Project Team members:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Lucy <ul style="list-style-type: none"> – Project Manager – Relationship Manager | <ul style="list-style-type: none"> • City <ul style="list-style-type: none"> – Project Manager – System Administrator – Functional Group Administrators – SMEs – GIS and IT – Project Sponsor |
|---|--|

D.1.C CONFIGURATION

D.1.C.1 Discovery

A Discovery Workshop will be completed – this workshop will consist of a series of sessions that focus on refining the default LucyAM configuration to support the specific operational needs of the distinct Functional Groups (and City departments). An outline of the expected Discovery Workshop activities follows.

- Functional Groups
 - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucyAM
 - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucyAM configuration
 - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
 - Discuss available data from sources other than GIS to be incorporated (i.e. “loaded) into LucyAM – data to be gathered by the City
 - Identify any supplemental reporting and/or integration needs to be addressed with LucyAM implementation
- GIS
 - Outline overall GIS strategy for LucyAM deployment
- Project Plan
 - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
 - Set date for Configuration – Functional Groups task
- Action Items
 - Apply initial configuration to installed LucyAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
 - Deliver data from sources other than GIS to Implementation Lead for evaluation
 - Evaluate options for supplemental reporting and/or integration, and identify next steps
 - Install and test Mobile Server, and download and install LucyAM Mobile

Participants in the Configuration – Discovery Workshop activities should include:

- Lucy
 - Project Manager
 - Implementation Lead
- City
 - Project Manager
 - System Administrator
 - Functional Group Administrators
 - SMEs – GIS

D.1.C.2 Functional Groups

Finalizing the LucyAM configuration will be an iterative process. The Implementation Lead will first meet with each Functional Group to review the initial configuration and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucyAM configuration – which will include GIS integration, loaded data, custom reporting, and custom integration (if required) as these become available. The process will continue until the LucyAM operational needs of the Groups are met.

The Implementation Lead will also use Lucy Security to define security setup for the Functional Groups. This effort will:

- Import users into LucyAM using the Import tool, and associate users to Windows Login accounts
- Set controls for user access and assign group/role permissions for various LucyAM functions

Participants in the Configuration – Functional Group Meetings task should include:

- Lucy
 - Implementation Lead
- City
 - System Administrator
 - Functional Group Administrators
 - SMEs – Groups

Custom Reports

Although we expect the LucyAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities.

Custom reports can be designed, developed, and incorporated into LucyAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) *through negotiated additional services*.

D.1.C.3 GIS

The Implementation Lead will work with the System Administrator and GIS SME to configure and test the bi-directional LucyAM/Esri ArcGIS integration. Configuration of this integration involves the following activities:

- **LucyAM and GIS Integration** – Use Administration tool to link ArcGIS Server, Portal, or ArcGIS Online feature services, layers, and fields to LucyAM.
- **Lucy GIS Web to LucyAM Integration** (also applicable to integration of Collector for ArcGIS (and any other third-party mapping application) to LucyAM) – Use Administration tool to set

up “GIS Task” to check feature services at scheduled time interval and push any updates to LucyAM.

- **Lucy Spatial Generator Configuration** – Use Administration tool to enable the Lucy Spatial Indexer process, and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets; use Administration tool to set up URL for Geocoding Service for processing locations; and use Administration tool to set up Edit Map Service URL for processing assets.
- **GIS Map Setup** – Use Administration tool to create maps (by layering map services) for LucyAM GIS Web and LucyAM Mobile; and use Map Setup in Administration tool to assign maps to user groups/roles.

GIS data available at the time of the Configuration – GIS task efforts will be loaded into LucyAM, and necessary training will be provided to the City to load additional GIS data that may become available later.

D.1.D DATA LOADING

Data loading will include Work Flow Setup and GIS data as previously described, and data from the City’s existing CMMS (Maintenance Connection).

Lucy has included an estimated lump sum cost for the existing CMMS data migration effort, and this estimate reflects a level of effort we consider appropriate based on our relevant experience. During Configuration we will evaluate delivered existing CMMS data for suitability for loading and requirements for conversion. If we mutually determine the source data conversion requirements are beyond this estimate, we will work with the City to determine the necessary additional effort that would be provided *through negotiated additional services*.

The Lucy “Import & Update” tool inherent with the LucyAM software is used for loading data into LucyAM from ODBC, OLE, ASCII-delimited text, and XML sources. Data from the legacy system gathered by the City and delivered to the Implementation Lead for loading should (if possible) be in compatible formats.

The System Implementer will train the System Administrator on the use of this tool to establish appropriate data mapping between source tables and individual LucyAM tables, complete the import processes, and schedule automated data updates. With this training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator.

D.1.E INTERFACES

For this proposal we have provided time allowance for the following:

- Utilize the Lucy “Import & Update” tool to configure an “out of the box” interface with WinCan to allow for CCTV inspection data to be loaded into LucyAM.
- Develop an Interface Design Document that specifically defines how the LucyAM system and the MyMilpitas app should communicate and share information.
 - Use this Interface Design Document to prepare a detailed scope and associated cost estimate to develop, test and implement the designed interface based on the City’s defined requirements *through negotiated additional services*.
 - Implement the MyMilpitas app interface sometime after successful go-live of the new CMMS.

The Lucy REST APIs product used for custom interface development is included in this proposal.

D.1.F TESTING

The Implementation Lead will work with the System Administrator to develop an Acceptance Test Plan to verify the configured LucyAM meets the stated functional requirements. This Plan will include user test scripts covering the various LucyAM functions.

Our assumption is the Implementation Lead will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
- Resolve all such issues, problems and malfunctions to the City's satisfaction
- Prove through test procedures installed and configured LucyAM is functionally viable with all loaded data, reporting, and integration in place
- Demonstrate acceptance criteria items have been addressed, and certify LucyAM is ready for "go-live" transition from testing/development environment to production environment

The parties will mutually agree in writing as to the "go-live" date.

D.1.G TRAINING

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected Training activities follows.

D.1.G.1 Administration

Installation and Maintenance

- Complete procedures as outlined in Install Manual for initial LucyAM installation and future software upgrades
- Review available software documentation
- Review technical support and software maintenance services and resources provided through Lucy Constant Connection Program
- Discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucyAM

Security

- Complete procedures as outlined in Lucy Security for adding new users, and defining user group and individual permissions for LucyAM access and use

Configuration

- Use tools, parameters and settings available with LucyAM products to refine configuration

Documents

- Complete procedures for establishing links between LucyAM records and externally managed electronic documents

Integration

- Use LucyAM products for completing processes for configuring and refining the GIS integration

Reporting

- Add custom reports

Data Import/Export

- Import data using Import & Update tool, and export data using LucyAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucityAM.

D.1.G.2 Production

Following is a limited list of items that will be addressed during Production Training sessions.

General

- *Dashboard*: Using assigned “Home” pages with personalized real-time LucityAM content
- *Filter*: Creating queries to produce specific record sets
- *Locate*: Quickly finding a specific record within the current “Filter”
- *Show in Map*: Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager*: Loading filtered data from one application into other applications
- *Browse*: Creating and exporting ad-hoc reports
- *Reports*: Using assigned report templates
- *Help*: Using the on-line, context-sensitive Help

Work Management

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Using GIS to locate customers and work locations
- Producing operational, management and regulatory reports

Asset Management

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external systems (SCADA, fueling, CCTV)
- Producing operational, management and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucityAM.

Participants in the Production Training should include:

- | | |
|---------------------|-----------------------------------|
| • Lucity | • City |
| – Solutions Trainer | – Functional Group Administrators |
| | – Group Users |

D.1.H SCHEDULE

A schedule we consider reasonable for completion of the proposed Implementation Work Plan is provided as Exhibit D.2. It is expected that the final schedule will be determined by the City's Project Manager and the Lucity Project Manager.

EXHIBIT D.2 – Implementation Work Plan Schedule

| TASK | MONTH | | | | | | | |
|-------------------------------|-------|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| PROJECT MANAGEMENT | | | | | | | | |
| INITIATION | | | | | | | | |
| PROGRESS | | | | | | | | |
| INSTALLATION | | | | | | | | |
| IT AUDIT & INSTALL | | | | | | | | |
| KICKOFF | | | | | | | | |
| CONFIGURATION | | | | | | | | |
| DISCOVERY | | | | | | | | |
| FUNCTIONAL GROUPS | | | | | | | | |
| GIS INTEGRATION | | | | | | | | |
| DATA MIGRATION | | | | | | | | |
| INTEGRATION | | | | | | | | |
| TESTING | | | | | | | | |
| TRAINING | | | | | | | | |
| ADMINISTRATION | | | | | | | | |
| PRODUCTION | | | | | | | | |

D.1.I EFFORT AND COSTS

The levels of effort and associated costs for the Work Plan costs are summarized in Exhibit D.3. The costs are based on the following standard rates.

- Labor (per person) – same for all Lucity personnel/task, except IT Specialist
 - \$225.00 per hour for on-site work (travel time is not charged)
 - \$150.00 per hour for remote work
- Labor (per person) – IT Specialist
 - \$180.00 per hour for remote work
- Expense estimates (per person) – expenses are billed at actual cost
 - \$550.00 per on-site trip
 - \$350.00 per on-site day

EXHIBIT D.3 – Implementation Work Plan Effort and Costs

| Work Plan Task | Effort | | | | Cost | | |
|--|----------|------------|------------|------------|---------------------|---------------------|---------------------|
| | On-site | | Remote | Total | Labor | Expenses | Total |
| | Trips | Hours | Hours | Hours | | | |
| D.1.A. PROJECT MANAGEMENT | 0 | 0 | 82 | 82 | \$ 12,300.00 | \$ - | \$ 12,300.00 |
| D.1.A.1 INITIATION | 0 | 0 | 2 | 2 | \$ 300.00 | \$ - | \$ 300.00 |
| D.1.A.2 PROGRESS | 0 | 0 | 80 | 80 | \$ 12,000.00 | \$ - | \$ 12,000.00 |
| D.1.B. INSTALLATION & KICKOFF | 1 | 16 | 8 | 24 | \$ 5,040.00 | \$ 1,250.00 | \$ 6,290.00 |
| D.1.B.1 IT AUDIT | 0 | 0 | 4 | 4 | \$ 720.00 | \$ - | \$ 720.00 |
| D.1.B.2 INSTALLATION | 0 | 0 | 4 | 4 | \$ 720.00 | \$ - | \$ 720.00 |
| D.1.B.3 KICKOFF MEETING | 1 | 16 | 0 | 16 | \$ 3,600.00 | \$ 1,250.00 | \$ 4,850.00 |
| D.1.C. CONFIGURATION | 4 | 72 | 132 | 204 | \$ 36,000.00 | \$ 5,350.00 | \$ 41,350.00 |
| D.1.C.1 DISCOVERY WORKSHOP | 1 | 24 | 8 | 32 | \$ 6,600.00 | \$ 1,600.00 | \$ 8,200.00 |
| D.1.C.2 GROUP MEETINGS | 3 | 48 | 64 | 112 | \$ 20,400.00 | \$ 3,750.00 | \$ 24,150.00 |
| D.1.C.3 GIS | | 0 | 60 | 60 | \$ 9,000.00 | \$ - | \$ 9,000.00 |
| D.1.D. DATA LOADING | 0 | 0 | 40 | 40 | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| D.1.E. INTERFACES | 0 | 0 | 12 | 12 | \$ 1,800.00 | \$ - | \$ 1,800.00 |
| D.1.F. TESTING | 0 | 0 | 16 | 16 | \$ 2,400.00 | \$ - | \$ 2,400.00 |
| D.1.G TRAINING | 3 | 48 | 16 | 64 | \$ 11,760.00 | \$ 3,750.00 | \$ 15,510.00 |
| TOTALS | 8 | 136 | 306 | 442 | \$ 75,300.00 | \$ 10,350.00 | \$ 85,650.00 |

EXHIBIT "E"
Schedule of Costs and Invoicing

The following table summarizes costs and invoicing for the software licenses and services to be provided by Lucity to the CLIENT for the Project.

| Item | Total | Invoicing |
|---|--------------------------------------|---|
| Software License Fees
(reference Exhibit "B") | \$34,750.00 | Fifty percent (50%) invoiced upon contract execution |
| | \$27,800.00 | Forty percent (40%) invoiced upon the mutually agreed upon "go-live" date and completion of Task D.1.F – Testing |
| | \$6,950.00
<i>to \$ 69,500.00</i> | Ten percent (10%) invoiced upon City's written Final Acceptance of the software |
| Services Costs
(reference Exhibit "D") | \$85,650.00 | Invoiced monthly based on project progress (i.e. hours completed for each task, up to the maximums listed in Exhibit D.3) |
| Constant Connection Program Fees
(reference Exhibit "C") | \$0.00 | No fees invoiced for Year 1 (twelve (12) month software warranty period, following software delivery) |
| TOTAL – PROJECT COSTS | \$155,150.00 | |
| Constant Connection Program Fee – Renewals Optional | \$13,900.00 | Year 2 fee invoiced sixty (60) days prior to Year 1 expiration date |
| Constant Connection Program Fee – Renewals Optional | \$14,247.50 | Year 3 fee invoiced sixty (60) days prior to Year 2 expiration date |
| Constant Connection Program Fee – Renewals Optional | \$14,603.69 | Year 4 fee invoiced sixty (60) days prior to Year 3 expiration date |
| Constant Connection Program Fee – Renewals Optional | \$14,968.78 | Year 5 fee invoiced sixty (60) days prior to Year 4 expiration date |



EXHIBIT “F” - 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:** **\$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.
(Including operations, products and completed operations, as applicable.)
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** Statutory
Employer's Liability: **\$1,000,000** each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee
4. **Professional Liability or** **\$1,000,000** each occurrence
Errors & Omissions **\$1,000,000** policy aggregate
Liability:

EXHIBIT "G"
CITY OF MILPITAS
TERMS AND CONDITIONS

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals remain open and are firm for a period 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 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, Contractor may not assign, transfer or sell any right or obligations resulting from this Agreement 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 its 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. 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 material or equipment shipped by U.S. mail or common carrier.

CANCELLATION OF CONTRACT. 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 Contractor 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 all records related to the project 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 additions 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 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.

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 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



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|--|
| Item Title: | Accept Commissioner Resignation |
| Category: | Consent Calendar-Leadership and Support Services |
| Meeting Date: | 11/2/2021 |
| Staff Contact: | Wendy Wood, City Clerk, 408-586-3001 |
| Recommendation: | Accept commissioner Steve Belong's resignation from the Planning Commission and confirm the noticing of the unscheduled vacancy. |

Background:

In accordance with the City of Milpitas Commission By-Laws, any member or alternate member of a Commission who is no longer available to serve, must submit a resignation in writing by sending a written communication to the Mayor and the City Clerk, per adopted City Council Resolution No. 7702. The written resignation must then be accepted and confirmed by City Council via action on the consent calendar at a regularly scheduled City Council meeting. Steve Belong submitted a letter of resignation from Planning Commission on October 25, 2021 effective after the October 27, 2021, Planning Commission meeting.

Analysis:

By state law, a Notice of an Unscheduled Vacancy must be posted by the City Clerk to advertise the vacant Commission seat. Final appointment to the board, commission, or committee for the Unscheduled Vacancy shall not be made by the legislative body for at least ten working days after the posting of the notice in the Clerk's office. The notice of the Unscheduled Vacancy for the Community Advisory Commission was posted on October 28, 2021, in accordance with California Government Code 54974 (a).

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Accept the resignation of Steve Belong from the Planning Commission and confirm noticing of the unscheduled vacancy.

Attachments:

1. Email from Commissioner Steve Belong

Wendy Wood

Subject: FW: Resignation letter

From: steve.belong
Sent: Monday, October 25, 2021 5:12 PM
To: Wendy Wood <wwood@ci.milpitas.ca.gov>
Cc: Ned Thomas <nthomas@ci.milpitas.ca.gov>; Steve Tao
Subject: Resignation letter

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Good afternoon,

Please let this email serve as my resignation from the Milpitas Planning Commission effective this Wednesday when the meeting is adjourned. Serving on the commission has been an eventful and educating experience that I am grateful to have been apart of. I wish I could have continued to serve the people of Milpitas but due to circumstances of my new residence, I will no longer meet the criteria to serve on the Milpitas planning commission. It has been a pleasure working with all of you and I wish you all the best.

Respectfully,
Steve Belong



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: | 11/2/2021 |
| Staff Contacts: | Alex Andrade, Director of Economic Development, 408-586-3046
Daniel Degu Sr., Economic Development Coordinator, 408-586-3054 |
| <u>Recommendations:</u> | <ol style="list-style-type: none"> 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 in 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 Economic Development Strategy and that funding for various programs may result in decreasing the

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.

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)

In addition, apprenticeship programs help employers with recruitment and development of a skilled workforce. There is an opportunity for the City to partner with MUSD's Adult Education program and the South Bay Consortium for Adult Education (SBCAE). MUSD is part of a coalition of five Adult Schools (K-12 District Affiliated) and two Community College Districts, working together to create opportunities for adult learners. Milpitas Adult Education and the SBCAE team up under the Open Doors Adult Education program for paid apprenticeship opportunities in various industries including: Construction, Welding, Facilities Maintenance, Machine and Robotic Technology, Building Information Technology, Landscape Architecture, to name a few.

The City Council will have an opportunity to discuss the abovementioned workforce development initiatives and programs at the November 2, 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). On August 9, 2021, the City Council approved the ARPA Investment Plan and allocated a total of \$300,000 for workforce development programs spanning three years.

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.

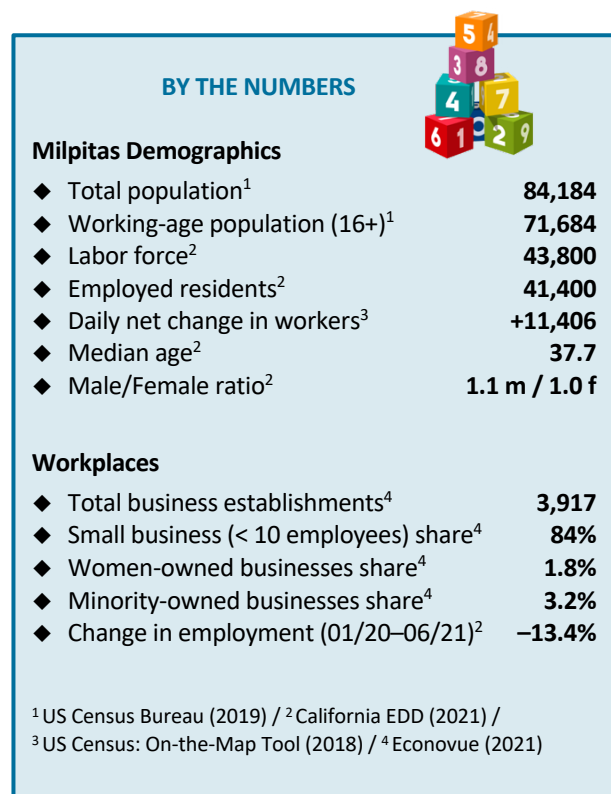
Many businesses closed because of the pandemic. In fact, 48 businesses in Milpitas filed notices of mass layoffs (WARNs) in the 18 months between March 2020 and August 2021, affecting 3,237 individuals. By comparison, only eight businesses filed WARN notices in all of 2018 and 2019 combined, affecting 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.

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

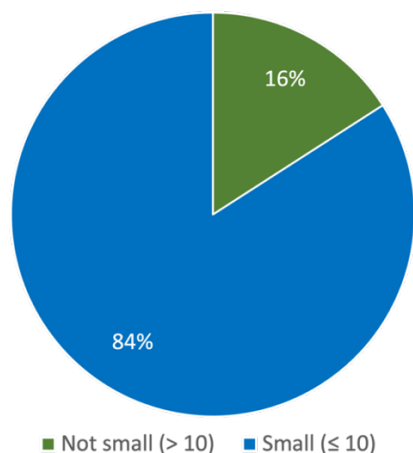
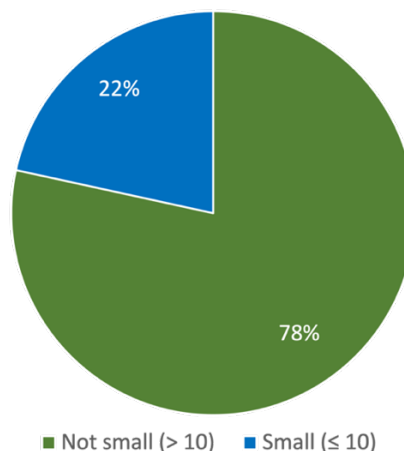
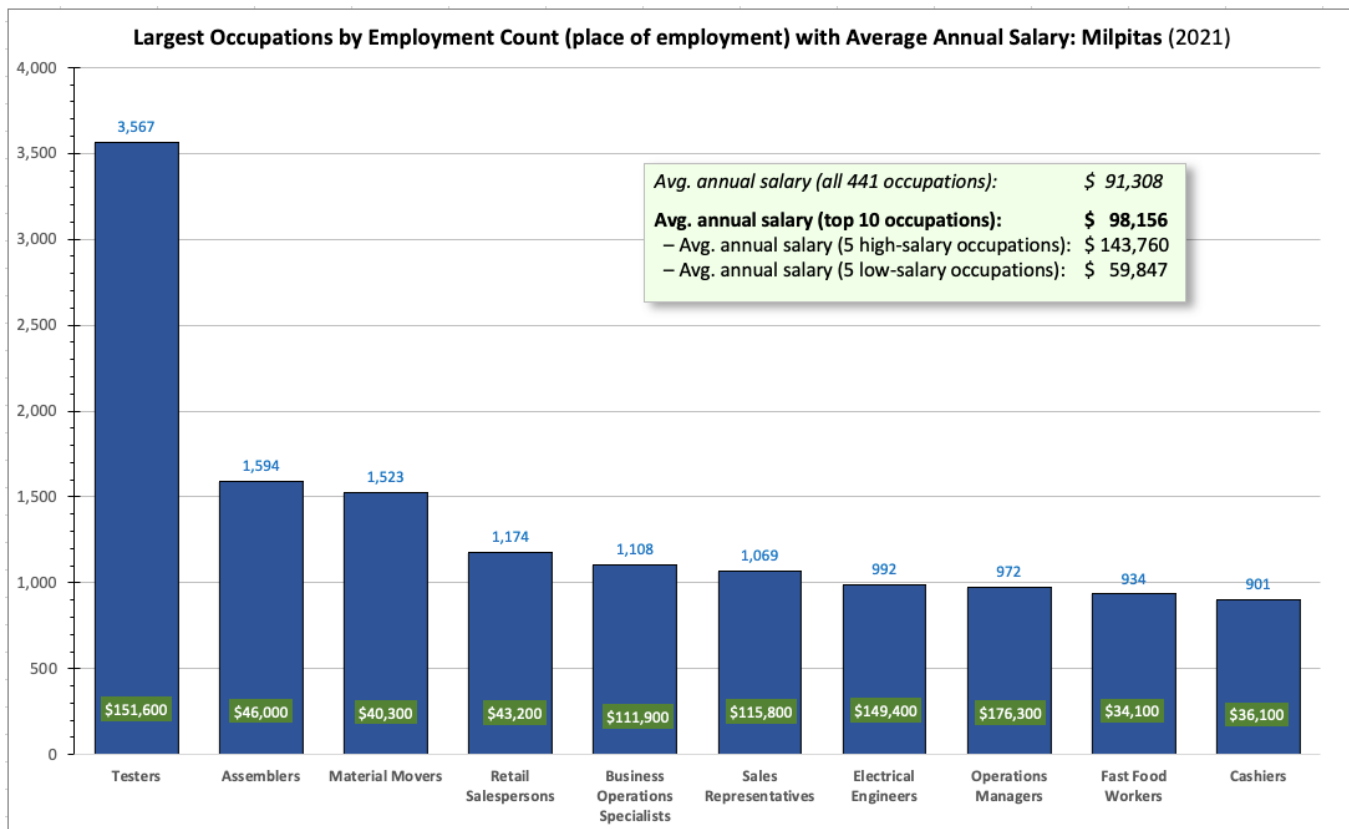


Chart 1b: Count of Employees



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 implementation¹. 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

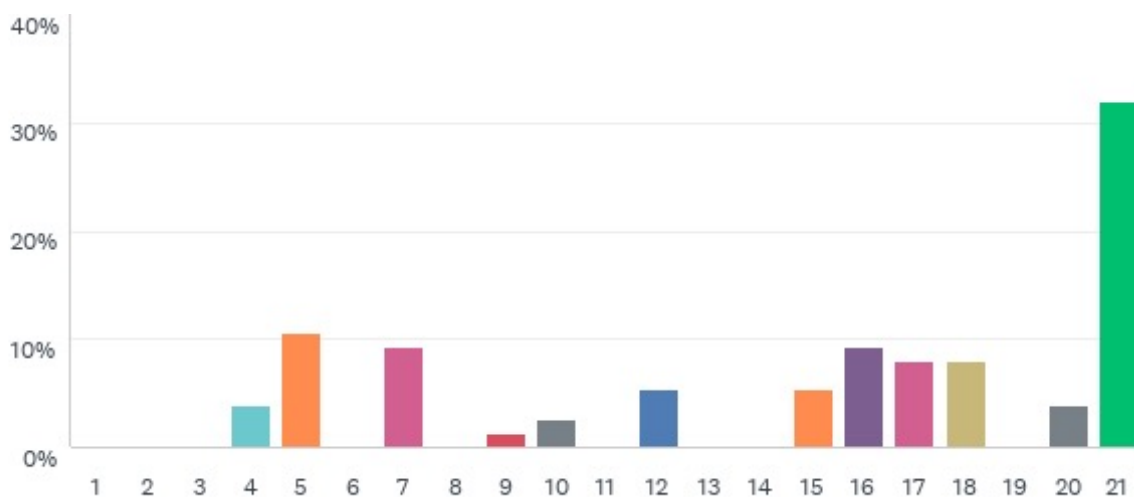
IBM: [SkillsBuild](#)

- 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?

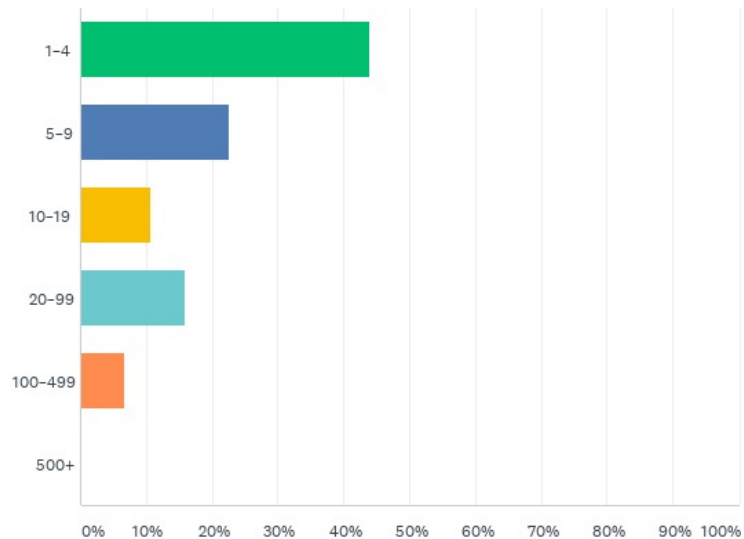
Answered: 75 Skipped: 0

| 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



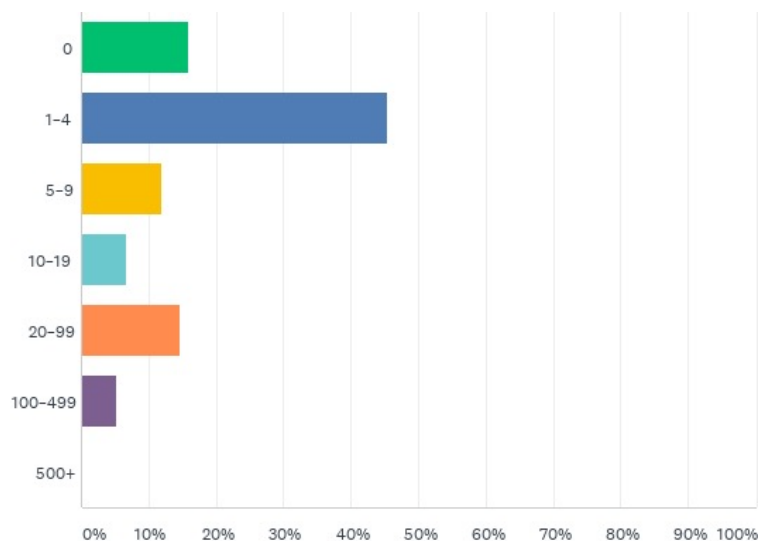
Q2: Including yourself, how many people did you employ before the pandemic?

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



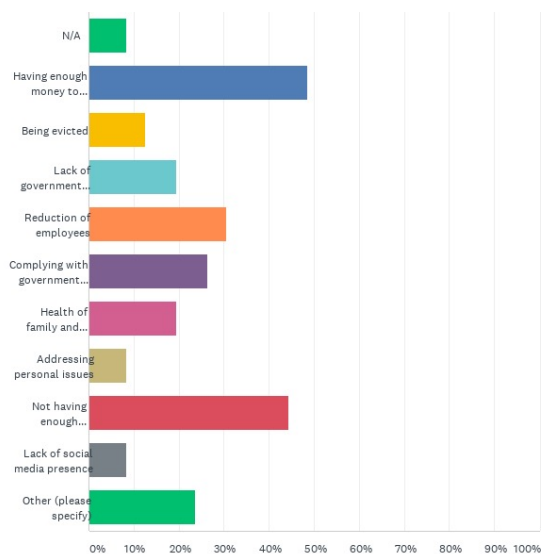
Q3: Including yourself, how many people do you employ now?

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



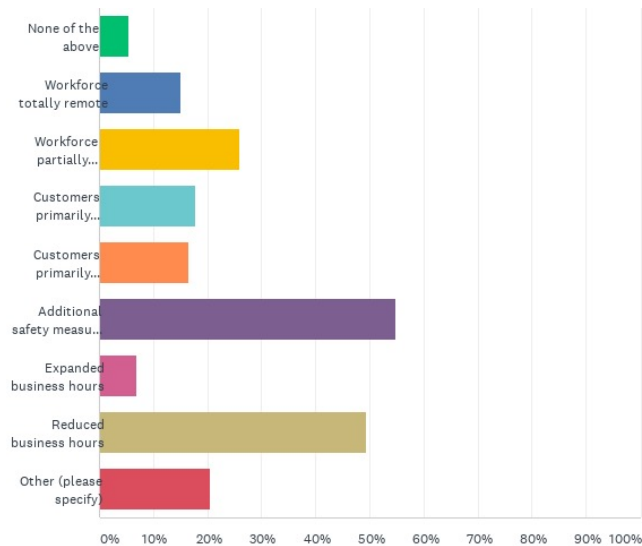
Q4: What are your greatest challenges now? [Check all that apply]

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



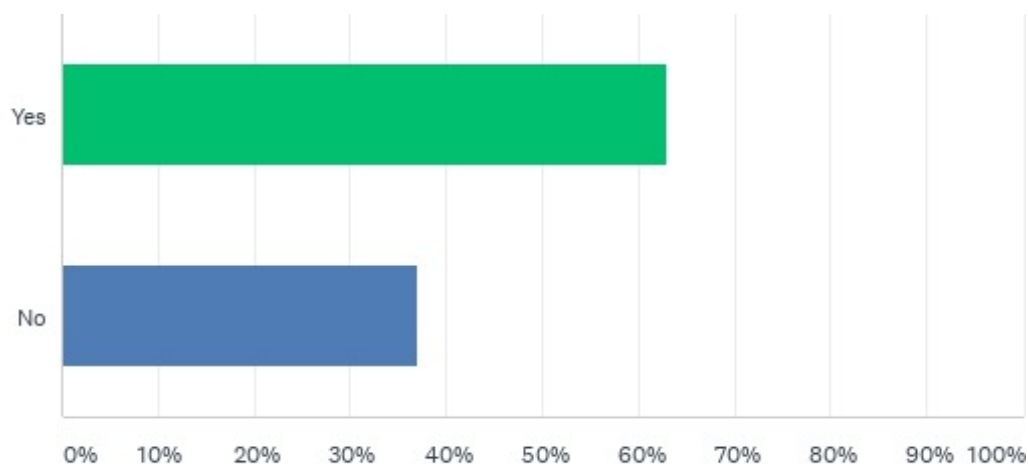
Q7: How has the way you perform business changed since the pandemic began? [Check all that apply]

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



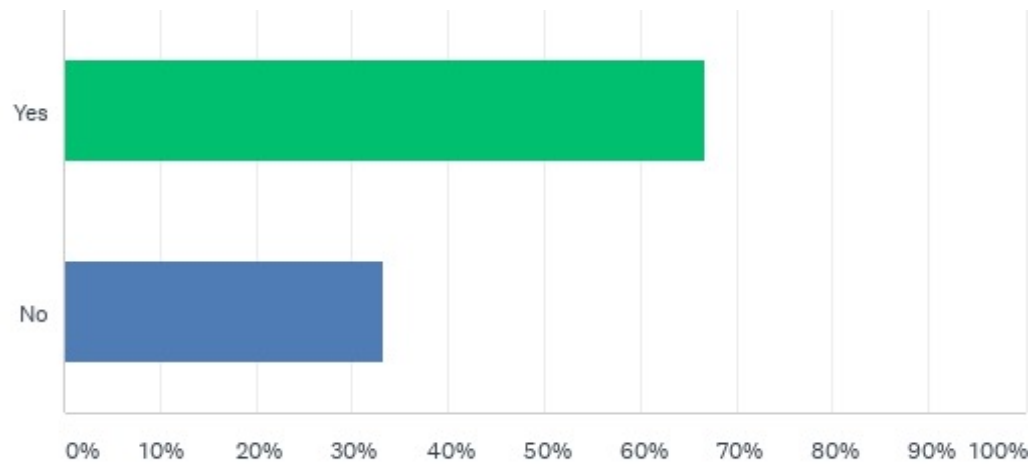
Q8: Has your business model changed as a result of the pandemic?

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



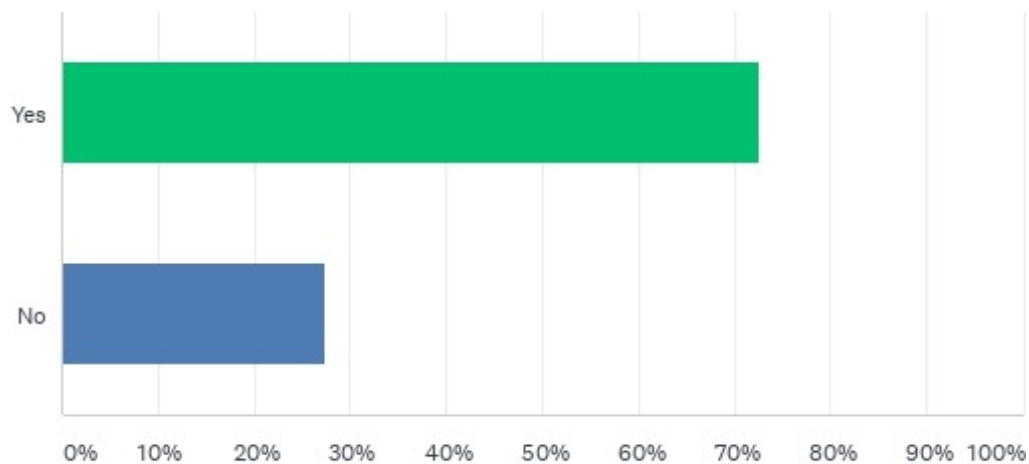
Q9: Has your business received any public or private financial assistance?

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



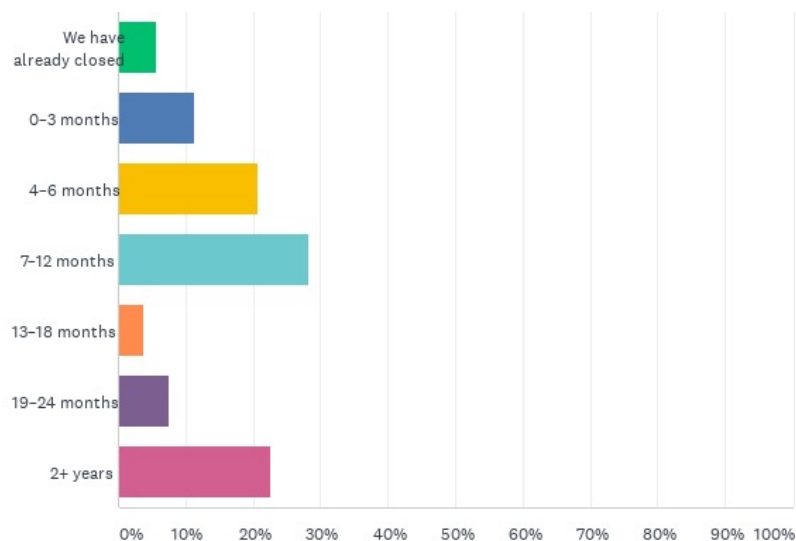
Q11: Has the pandemic threatened the viability of your business?

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



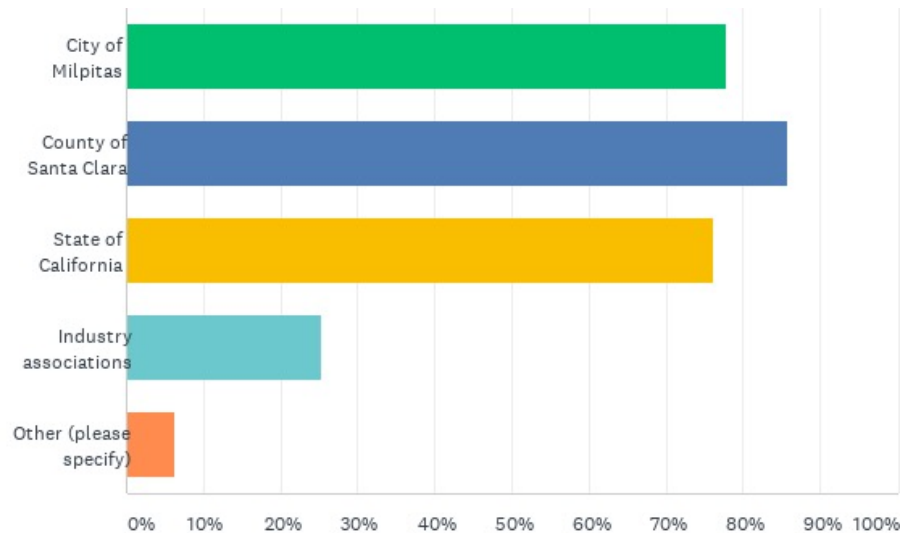
Q12: How long can your business survive "as is"?

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



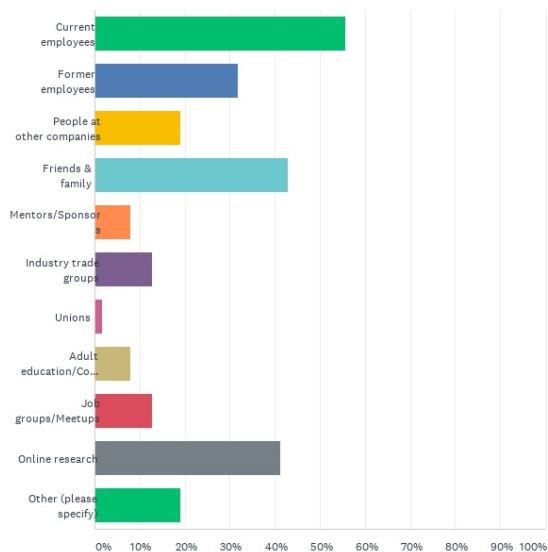
Q13: Where do you obtain information for your business about the pandemic? [Check all that apply]

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



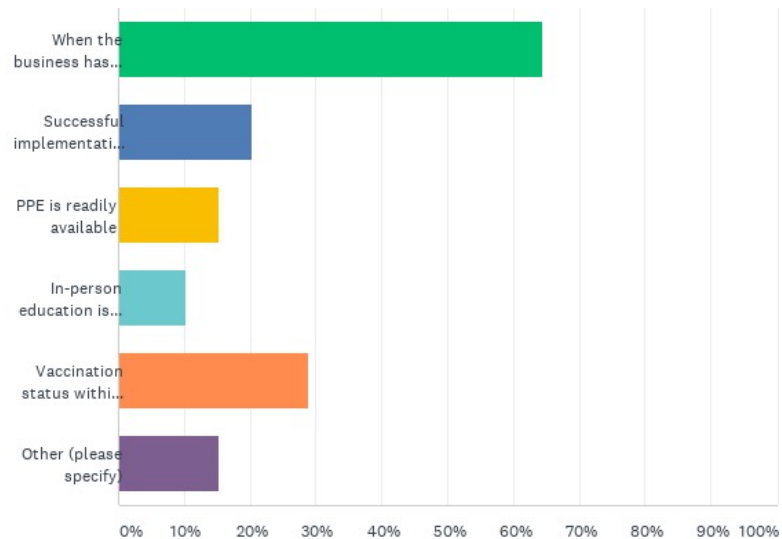
Q14: How do you find qualified job candidates? [Check all that apply]

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



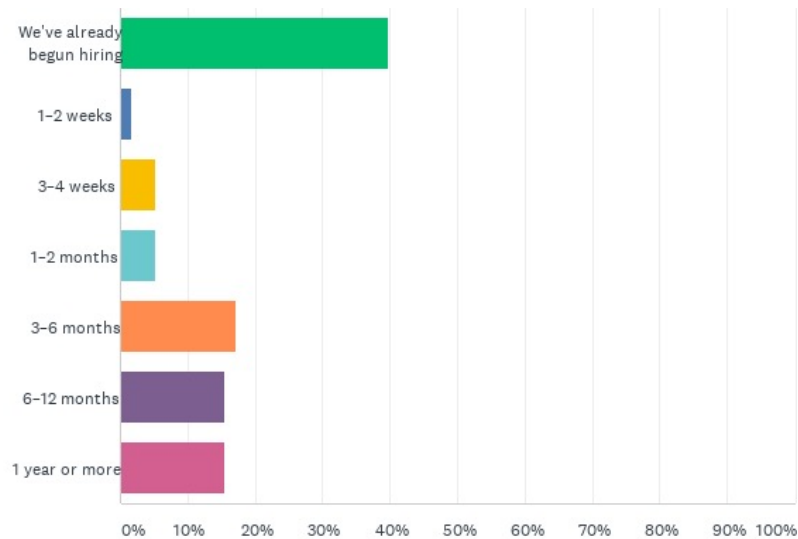
Q15: What signals would indicate to you that it is time to rehire laid-off workers? [Check all that apply]

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



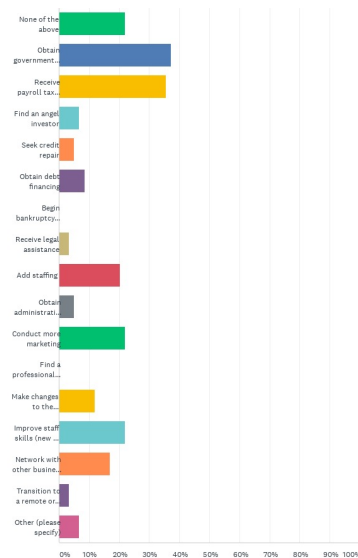
Q16: Based upon what you know today (Spring 2021), when do you expect to begin hiring again?

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



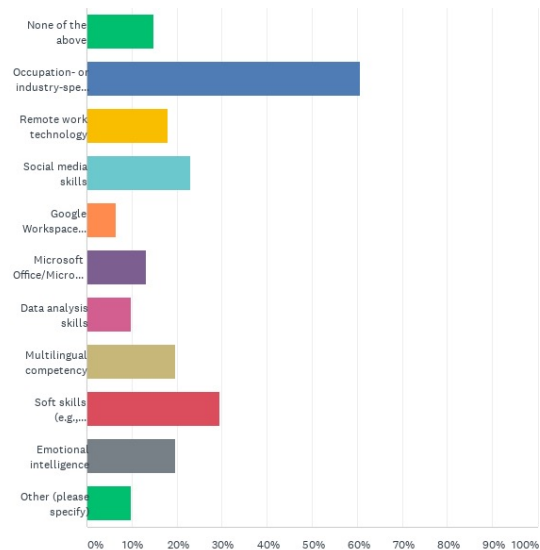
Q17: What will you need prior to rehiring in order to be successful? [Check all that apply]

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



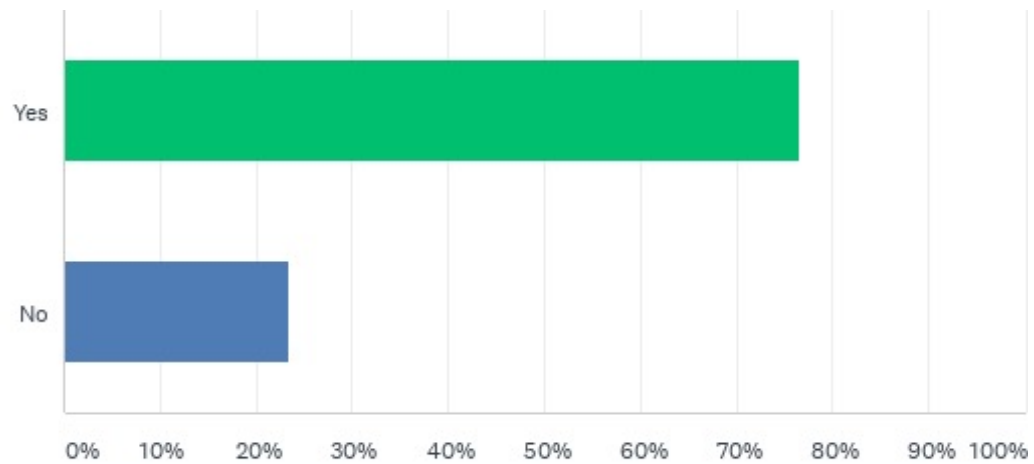
Q18: What skills will your future employees and incumbent workers need? [Check all that apply]

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



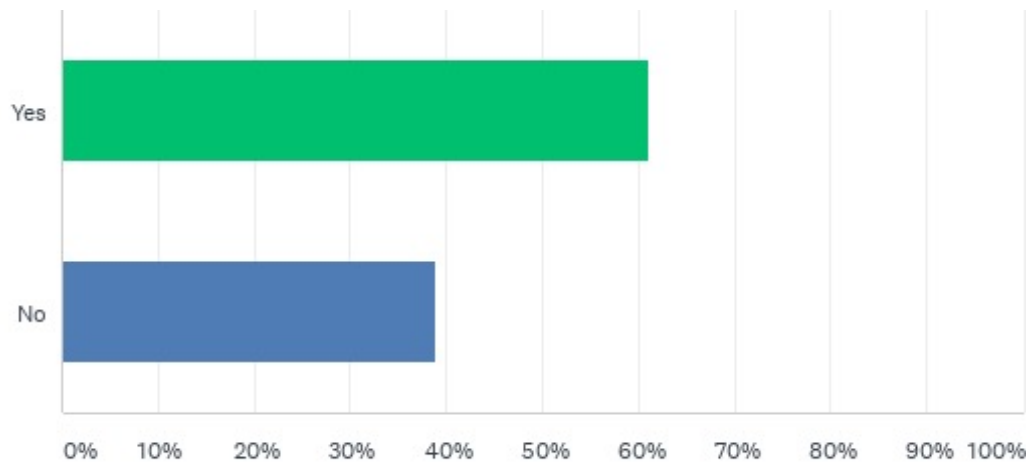
Q19: Do you plan to identify new employees the same way you've done in the past?

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?

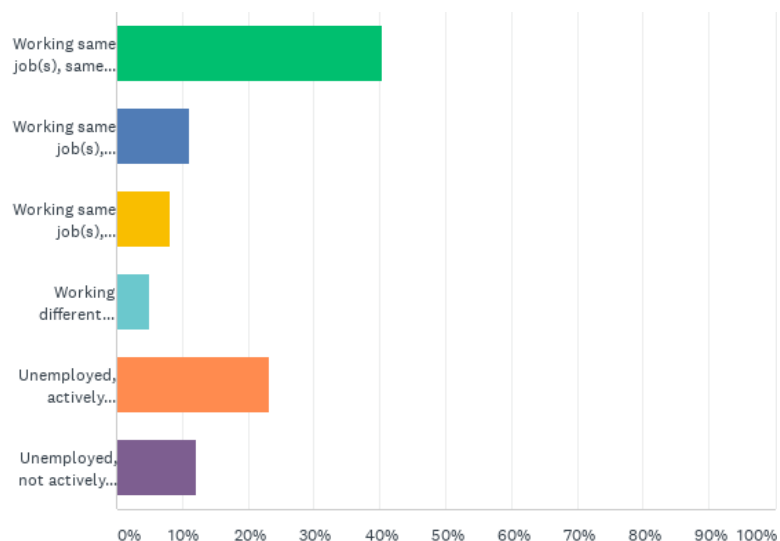
Answered: 59 Skipped: 16

| 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



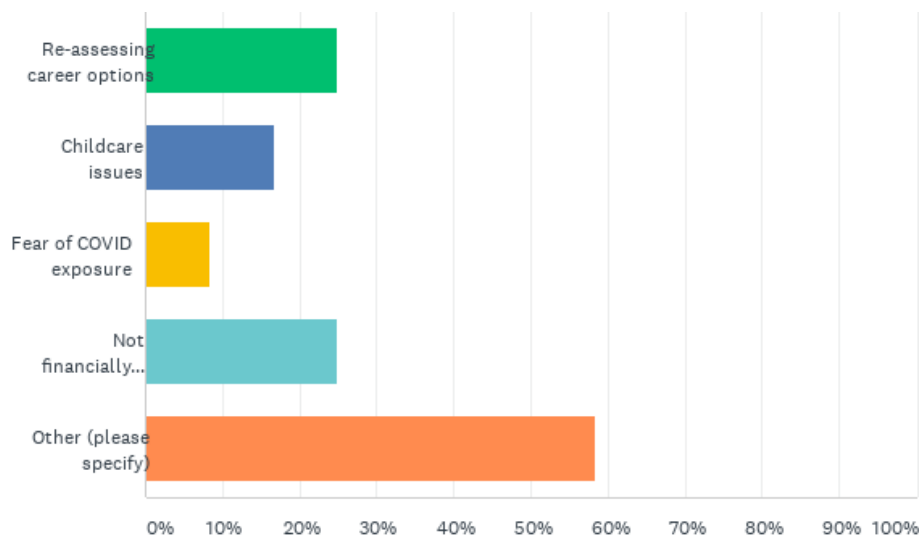
Q1: What is your current employment situation as compared to pre-pandemic?

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



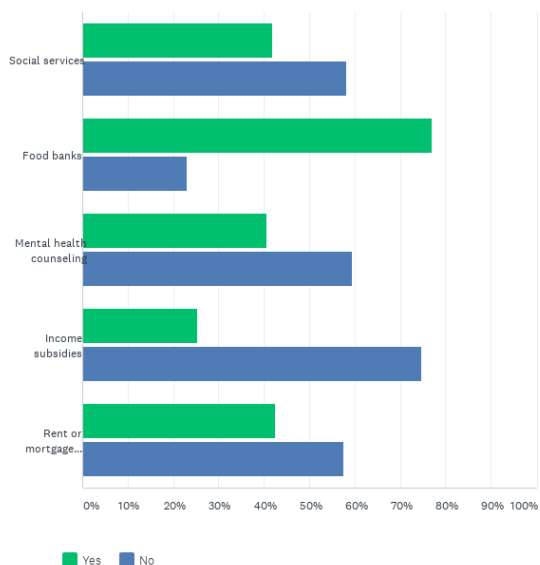
Q2: Why are you not actively looking for work? [Check all that apply]

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



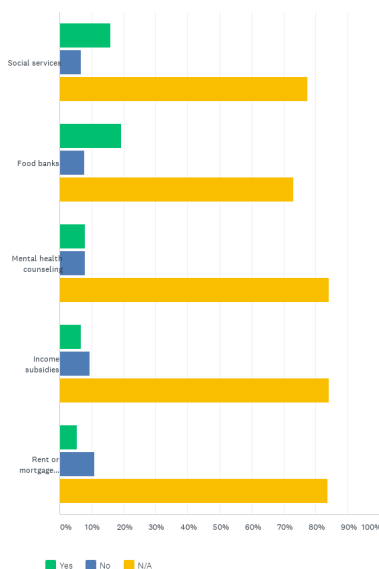
Q3: Are you aware of the following emergency community resources?

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



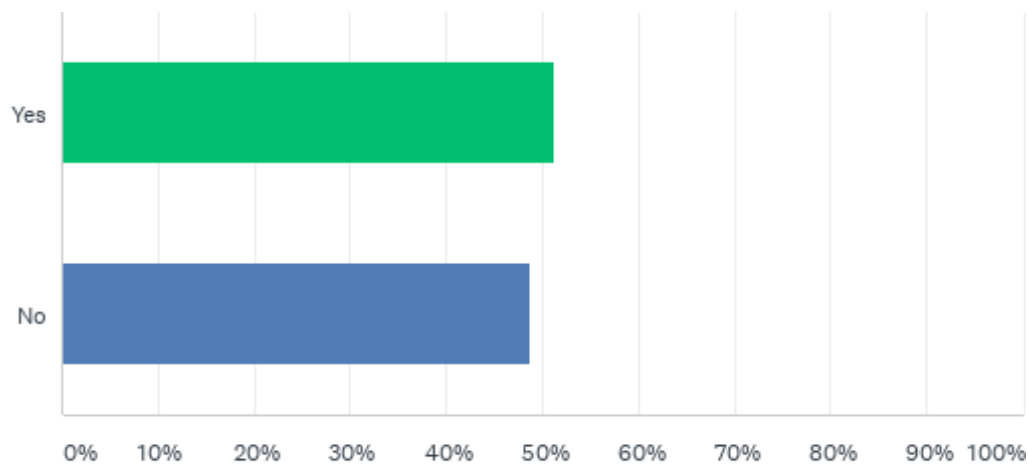
Q4: If you have accessed any of these resources, have they been helpful?

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



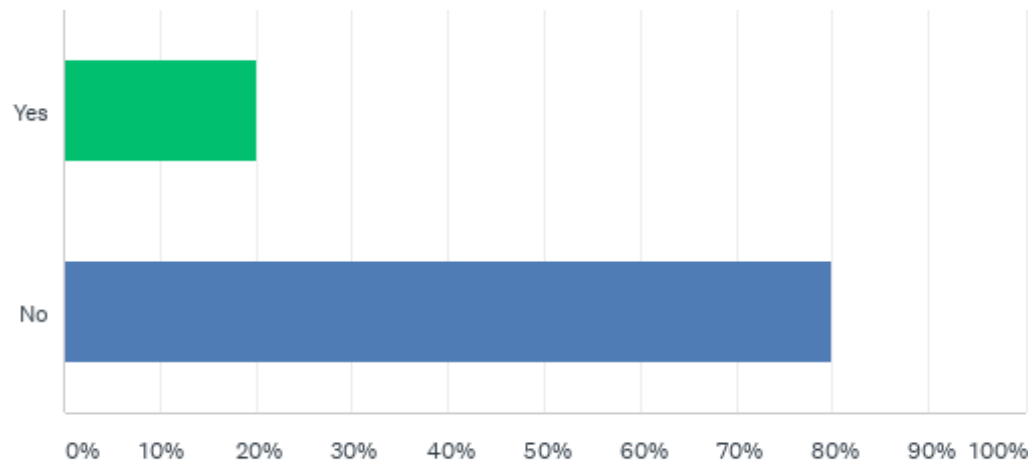
Q6: Are you interested in retraining or gaining new work skills?

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



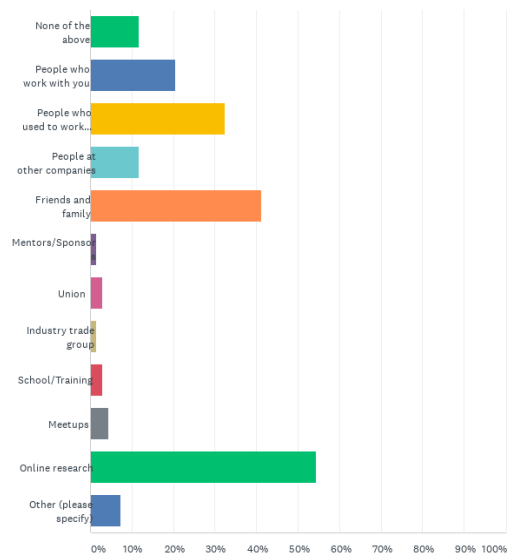
skills training — available at no cost through NOVAworks job centers?

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



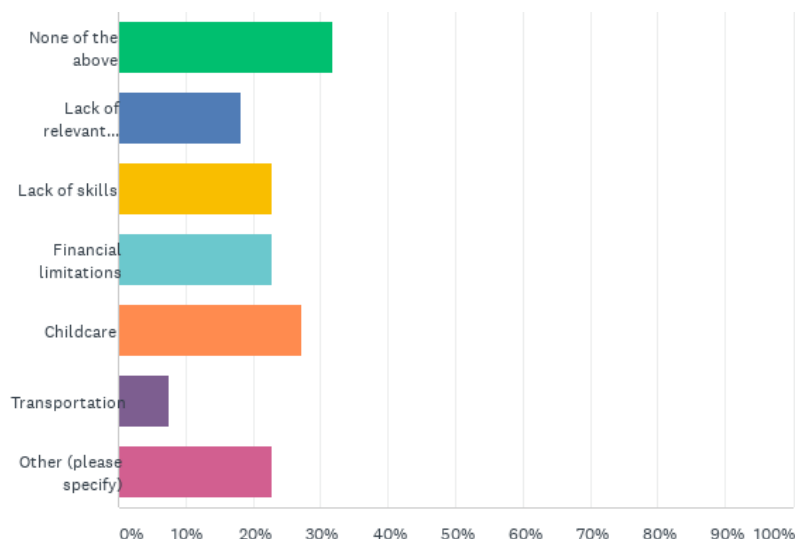
Q8: How do you find out about job opportunities? [Select up to three]

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



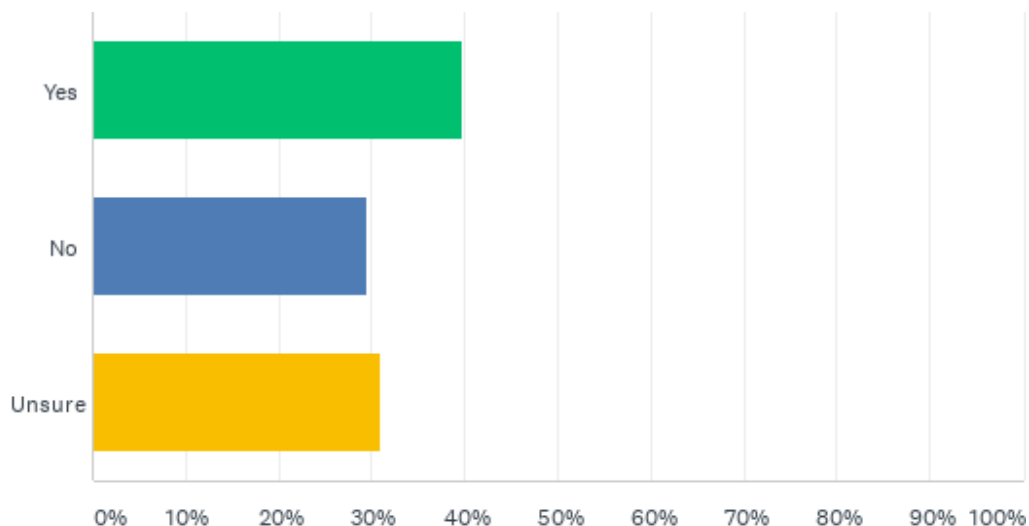
Q10: What are the issues that keep you from achieving your professional goals? [Select all that apply]

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



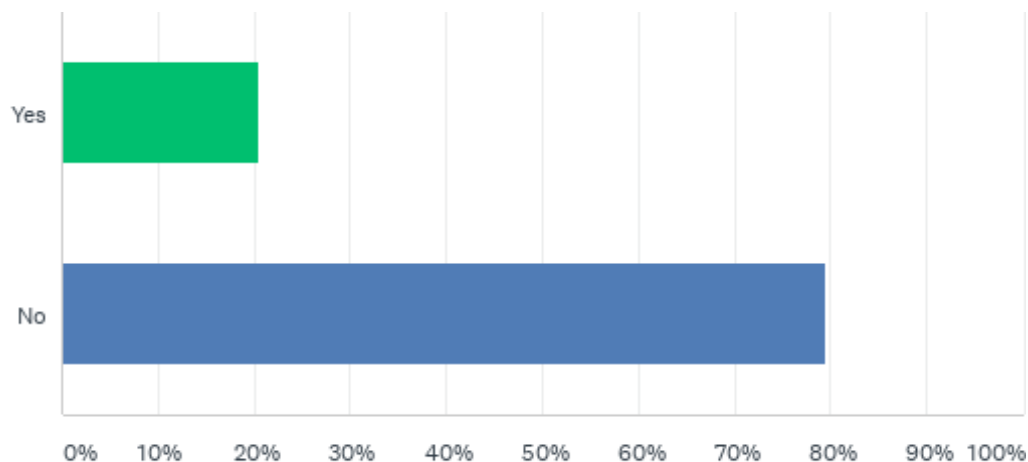
Q11: Would you be interested in sharing and receiving job-search information through an established network of job seekers?

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



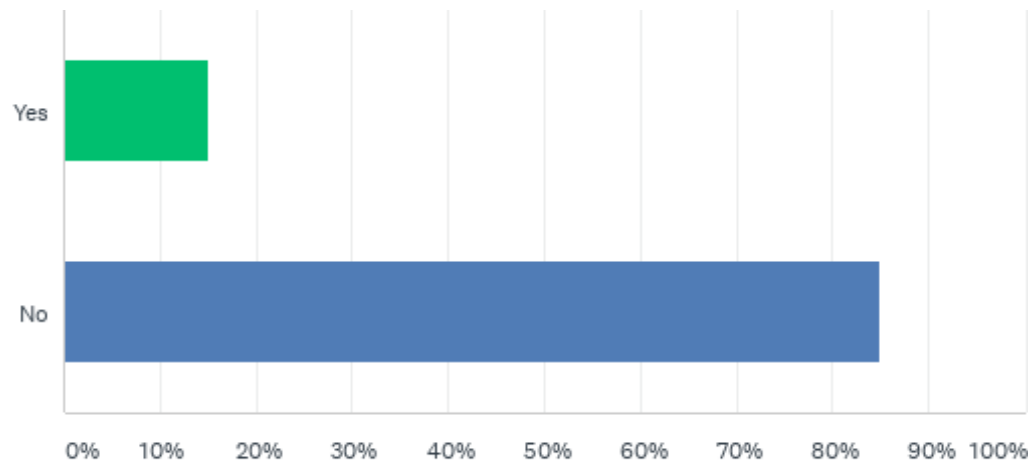
Q12: Has a youth or young adult in your household been laid off or lost work hours as a result of the pandemic?

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 Presentation on the Draft Milpitas Storm Master Plan |
| Category: | Community Services and Sustainable Infrastructure |
| Meeting Date: | 11/2/2021 |
| Staff Contact: | Tony Ndah, Public Works Director, 408-586-2602 |
| <u>Recommendation:</u> | Receive presentation on the draft Milpitas Storm Master Plan and provide feedback to staff. |

Background:

The City of Milpitas owns and maintains an extensive storm drain system, consisting of 112 miles of pipeline ranging from 12-inches to 36-inches, approximately 1,400 manholes and 3,500 storm drain inlets. The system collects stormwater runoff and conveys the water to creeks in the City through 13 pump stations.

In 2001, the City completed a comprehensive Storm Drain Master Plan (SDMP), which was updated in 2013. While the 2013 SDMP update has provided valuable information on the City's system performance and capital improvement needs, new floodplain data and modeling have become available through the Santa Clara Valley Water District (Valley Water) and the Federal Emergency Management Agency (FEMA). The updated model evaluates in tandem the updated storage volumes within the drainage system and on the ground surface. In general, there is less overflow and the overflow that occurs results in less surface inundation. Therefore, the identified need for remedial capital improvement projects is lessened when compared to earlier studies. Furthermore, as the City's General Plan 2021 Update and Specific Plans recalibrate future land use opportunities, it is prudent to update the 2013 SDMP using updated floodplain data in order to assess infrastructure capacity and long-term rehabilitation and replacement needs. On September 17, 2019, the City Council awarded Schaaf and Wheeler a Professional Services Agreement for the preparation of the 2021 Storm Drain Master Plan.

This 2021 SDMP serves as a guide for the City to implement a prioritized capital improvement program (CIP) and develop estimated costs for long-term system maintenance and replacement.

Key objectives of the 2021 SDMP include:

- Update the geographical information systems (GIS) to include pipelines 12 inches and greater in diameter throughout the entire city to reflect all storm drain projects and operational improvements completed by the end of 2020, as well as any changed land uses.
- Utilize updated Valley Water and FEMA data to create an integrated hydrologic and hydraulic model.
- Prepare an updated Capital Improvement Program which remediates identified system deficiencies and provides for underserved areas within the Specific Plan Areas of Milpitas Metro and Main Street Gateway (previously TASP and Midtown).
- Update projected capital improvement, operations, maintenance and replacement schedules and costs.

Analysis:

The 2021 SDMP identifies and prioritizes the capital improvements necessary to maintain recommended levels of protection against local flooding from stormwater runoff, the updated revenue stream that will allow the necessary capital improvements to be made and the recommended investments to keep the storm drain

system in good working order into the future. This updated master plan and corresponding CIP differs from previous master plans (2001 SDMP and 2013 SDMP) due to the Integrated Catchment Modeling model that was developed, which integrates updated rainfall and a new hydrologic methodology. These updates generally result in less flooding at the desired level of service and fewer CIP projects to meet the City's storm drainage criteria.

Valley Water is the City's primary partner in managing local stormwater issues. Valley Water manages most of the City's major drainage-ways, including Arroyo de los Coches, Berryessa Creek, Calera Creek, Coyote Creek, Lower Penitencia Creek, East Penitencia Creek, Piedmont Creek and Tularcitos Creek. This effort represents a substantially new evaluation of City's storm drain systems and floodplains using tools developed in conjunction with Valley Water as part of the Cooperating Technical Partner (CTP) program sponsored by FEMA. Under that program, the interaction of storm drains and floodplains within the combined Berryessa Creek and Lower Penitencia Creek watersheds were studied to develop updated FEMA flood hazard map(s). The 2021 SDMP takes advantage of the work completed with Valley Water to comprehensively evaluate storm drain system performance. This master plan focuses on local storm drainage infrastructure, while acknowledging that storm drain performance is fully intertwined with floodplain behavior during extreme stormwater runoff events.

The rain events used in the pipe network model simulate an event with a ten-year recurrence. This means a storm that produces rainfall in an amount that is only expected to be experienced once in a ten-year span. Modelling storm drain pipe networks for ten-year storm events is an industry standard as the pipes will accommodate most rain events. Storm drain pipes which are not able to carry the flow from the predicted ten-year rain event in the model simulations are labeled as deficient.

The City's storm drain system relies heavily on pump stations to move runoff from pipe networks to creeks that flow to the San Francisco Bay. There are 13 pump stations owned and operated by the City. The City's design criteria for storm pump stations dictate pumps be capable of discharging the 100-year runoff from its tributary area. Nearly all the pumping facilities within the City meet these criteria with the exception of Jurgens Pump Station. Jurgens pump station which has a 10-year storm pumping capacity may only be considered to meet design criteria if there are fail-safe ways to overflow excess flows without causing property damage. As such, the Jurgens system was designed to function in tandem with detention storage at Dixon Landing Park. Capacity improvements can include increasing pump station capacity to eliminate storage of excess runoff within the park. Condition deficiencies at pump stations can include components that do not reliably function as designed due to age or other failure modes.

Recommended Capital Improvement Program

CIP priorities are assigned based on modeled inundation impact of the existing stormwater system condition. A high priority CIP project addresses extensive flooding on residential or commercial properties that spreads across several streets and can widely disrupt traffic and residential and commercial activities. A low-priority CIP project manages flooding only in streets, minor flooding on properties or flooding that can only be partially alleviated.

The draft SDMP identifies approximately 5 miles of pipe replacement and upsizing to alleviate stresses on the storm drain infrastructure and mitigate the likelihood of flooding. Approximately 2.5 miles of the total recommended CIP is expected to address extensive flooding and therefore is categorized as high priority. This is compared to approximately 12 miles of pipe replacement and upsizing identified in the 2013 SDMP. The total CIP cost of all high priority pipe replacement projects is approximately \$16 million.

Conversely, capital investment needs for storm pump stations have increased since the 2013 SDMP as these systems require more frequent maintenance and on-going renewal and replacement. The 2001 SDMP recommended a full equipment replacement at Penitencia Pump Station by 2010. By 2013, the SDMP CIP recommended a complete replacement of Penitencia Pump Station. The Jurgens Pump Station is designed for a 10-year design storm with excess runoff designed to flood Dixon Landing Park. To eliminate the temporary storage of excess runoff within Dixon Landing Park and upgrade the Jurgens Pump Station to 100-year storm

pumping capacity, is estimated to cost \$15 million. The total CIP cost of all high priority pump station projects totals approximately \$25.5 million.

Next Steps

Following Council's receipt of the presentation on the draft Milpitas Storm Drain Master Plan, staff will incorporate any feedback received from Council to finalize the report. In addition, Staff is working on a Financial Utility Master Plan (FUMP), which will provide recommended financial strategies and the most effective expenditure of capital for meeting the present and future utility system needs. It is important to note that the City's Storm Drain System is fully funded by the General Fund.

Staff will return to Council in the 4th quarter of FY22 to present the FUMP and seek Council approval of the FUMP and Final Milpitas Storm Drain Master Plan. In addition, prior to the approval of the Storm Drain Master Plan, staff will evaluate the environmental effects of the Recommended Capital Improvement Program to determine the appropriate level of environmental review required to comply with the California Environmental Quality Act.

Fiscal Impact:

This is an information item for Council review and comment with no fiscal impact.

California Environmental Quality Act:

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") because no discretionary action will occur at this meeting with approval of the Plan to be considered at a future meeting once environmental review has been conducted.

Recommendation:

Receive presentation on the draft Milpitas Storm Drain Master Plan and provide feedback to staff.

Attachments:

1. Draft Milpitas Storm Drain Master Plan



City of Milpitas Storm Drain Master Plan 2021



PREPARED FOR:
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- Appendix B. Pump Station Recommendations
- Appendix C. Detailed CIP Cost Estimates

List of Abbreviations

| | |
|-------|--|
| Ac | Acres |
| BMP | Best Management Practices |
| CIP | Capital Improvement Program |
| CFS | Cubic Feet per Second |
| CMP | Corrugated Metal Pipe |
| CTP | Cooperating Technical Partnership |
| D/S | Downstream |
| EPA | Environmental Protection Agency |
| GIS | Geographic Information System |
| GPM | Gallons Per Minute |
| HDPE | High-Density Polyethylene |
| IDF | Intensity-Duration-Frequency |
| KW | Kinematic Wave |
| LiDAR | Light Detection and Ranging |
| MAP | Mean Annual Precipitation |
| MSL | Mean Sea Level |
| NAVD | National Adjusted Vertical Datum of 1988 |
| NGVD | National Geodetic Vertical Datum of 1929 |
| NPDES | National Pollutant Discharge Elimination System |
| NRCS | National Resource Conservation Service |
| RWQCB | San Francisco Regional Water Quality Control Board |
| SDMP | Storm Drain Master Plan |
| TASP | Transit Area Specific Plan |
| UH | Unit Hydrograph |
| U/S | Upstream |

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Executive Summary

Milpitas completed its first comprehensive storm drainage master plan in 2001, which was updated in 2013. This effort represents a significant re-envisioning of that updated document and has been undertaken to help guide the City of Milpitas (City) to implement a prioritized capital improvement program. This document represents a new and complete Storm Drain Master Plan (SDMP).

Milpitas has been incorporated for more than sixty years. It is beginning to experience the effects of aging storm drainage infrastructure, the need to maintain and replace expensive equipment and facilities, significant planned and completed redevelopment, and changing regulatory requirements. This SDMP identifies the capital improvements needed to maintain recommended levels of protection against local flooding from stormwater runoff, the need for a revenue stream that will allow the necessary capital improvements made, and the need to keep the storm drain system in working order into the future.

Storm Drainage and Flooding in Milpitas

Flooding within Milpitas is caused by two basic interrelated factors: 1) major creeks and channels that overflow due to limited capacity with flood flow, and 2) inadequate local drainage facilities. Since the operation and maintenance of major creeks and channels are, for the most part, outside the City's control, the focus of this document, therefore, is on local storm drainage collection and pumping facilities owned and operated by the City of Milpitas. Of the major creeks and channels, only Wrigley and Ford Creeks are owned and operated by the City and considered in detail herein.

Urbanization tends to increase the rate of runoff generated from local precipitation. Once primarily agricultural with an economy dominated by fruit and vegetable growers, Milpitas has evolved into a more fully urban community. (Urbanization is generally confined between Coyote Creek to the west and the Calaveras Foothills to the east.) Storm runoff in Milpitas is collected in a system of underground pipes and a network of street gutters. Local runoff flows into creeks and channels that run through the city, ultimately discharging to the San Francisco Bay. Drainage in Milpitas generally is from the southeast to the northwest. Storm drain systems close to the bay also tend to rely heavily upon pumping facilities to move water. Milpitas owns and operates 13 stormwater pumping stations.

Regional Storm Water Coordination

The Santa Clara Valley Water District (Valley Water) is Milpitas' primary partner in managing local stormwater issues. Valley Water's stated mission is to "provide Silicon Valley safe, clean water for a healthy life, environment, and economy." More specifically, Valley Water manages most of Milpitas's major drainage-ways, including Arroyo de los Coches, Berryessa Creek, Calera Creek, Coyote Creek, Lower Penitencia Creek, East Penitencia Creek, Piedmont Creek, and Tularcitos Creek.

Coordination with Valley Water is integral to the Storm Drain Master Plan's success since all the storm drainage systems within the city eventually discharge into a Valley Water-managed facility. Valley Water is keenly interested in any storm drain project that might impact one of their receiving creeks. In turn, Milpitas has a vested interest in how Valley Water manages its legislated flood protection responsibility. This master plan focuses on storm drainage and flood management, which are only two factors in the overall management of stormwater within Milpitas. The Storm Drain Master Plan must address infrastructure needs considering these factors: new capital assets (Capital Improvement Program); finances (utility asset management); operations and maintenance; and regulatory compliance (San Francisco Regional Water Quality Control Board's [RWQCB] Municipal Regional Storm Water Permit, National Pollutant Discharge Elimination System [NPDES] permit).

Basis of System Evaluation

Criteria used to design storm drain systems and evaluate their performance must be defensible yet simple to understand and apply. Ideally, the same criteria used to analyze system performance will also continue for future infrastructure design. Storm drain design criteria set forth by the City of Milpitas, in its July 15, 2010 standards and the Santa Clara County Drainage Manual (2007), is used in this master plan, with some additional provisions as discussed throughout the document.

The ICM model used to evaluate Milpitas' storm drainage system herein was first created as part of FEMA's Cooperating Technical Partnership (CTP) program to study flood hazards within Upper Penitencia Creek, Lower Penitencia Creek, and Berryessa Creek watersheds in San Jose and Milpitas. The basis for analyses described herein is consistent with broader floodplain studies in the area that have already been vetted with Valley Water and FEMA.

Schaaf & Wheeler used data provided by the City and Valley Water and data gathered in the field to construct an integrated hydrologic and hydraulic InfoWorks ICM (Integrated Catchment Modeling) model representing storm drain systems, creeks, and ground surface throughout Milpitas. This model uses a design storm event and land-use-based runoff coefficients to generate runoff from the surface areas tributary to each collection system. The hydraulic capacity of each drainage system component is calculated and resulting overflows to the two-dimensional surface are reviewed to confirm if drainage system performance criteria are being met. If the existing storm drainage system does not meet specific criteria, the model is then used to establish the capital improvement(s) needed so that those criteria are being met upon the completion of a prioritized capital improvement program.

Estimated Capital Costs and Annual Revenue Requirements

A prioritized capital improvement program (CIP) is established based on the analytical evaluation of Milpitas' existing storm drainage system using the integrated ICM hydrologic and hydraulic model, a.

Figure ES-1 shows the locations of city-wide high-priority capital improvement projects. Table ES-1 includes an estimate of the present worth of capital expenditures required to complete those projects shown in Figure ES-1 and provides capital costs for other low priority capital improvements needed to meet established storm drain performance criteria. Table ES-2 provides the estimated annual revenue stream needed to complete the CIP over 20 years assuming a six percent interest rate. This revenue stream includes high priority capital project, long-term equipment replacement, and annual operations and maintenance. Low priority projects that are optional or potential ancillaries to other site development or public projects are not included.

Table ES-1: Capital Improvement Program Costs

| Category | Cost |
|-------------------------------------|--------------|
| High Priority Storm Drain Projects | \$15,820,000 |
| High Priority Pump Station Projects | \$25,500,000 |
| Low Priority Storm Drain Projects | \$12,430,000 |
| Low Priority Pump Station Projects | \$2,150,000 |
| Extension CIP | \$510,000 |
| Wrigley-Ford Creek Maintenance | \$800,000 |
| Total Budget | \$57,210,000 |

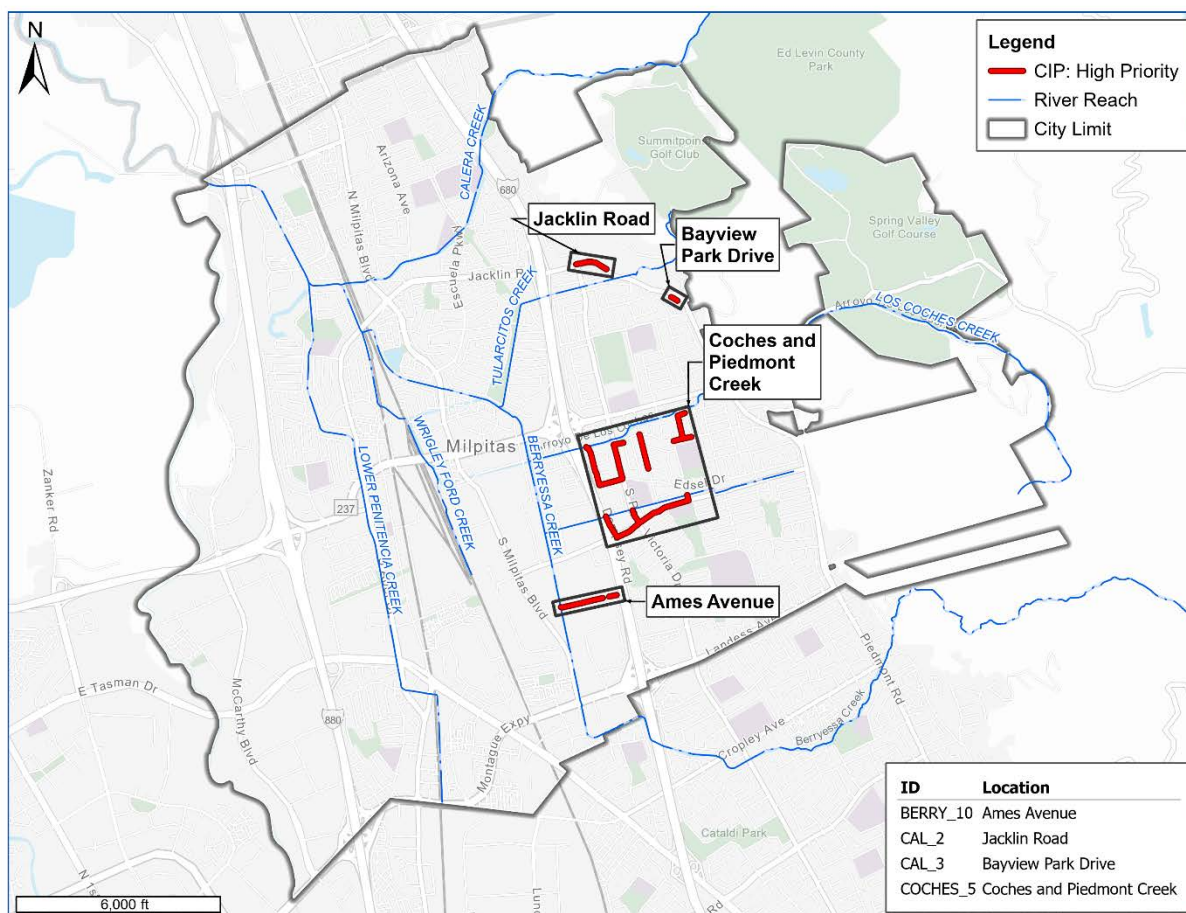


Figure ES-1: High Priority CIP

Table ES-2: Summary of Storm Drainage Budget Requirements

| Category | Present Worth | Annualized Cost |
|--|---------------|-----------------|
| High Priority Capital Improvements and Extension CIP | \$40,000,000 | \$3,500,000 |
| Long-Term Equipment Replacement | \$13,000,000 | \$1,500,000 |
| Annual Operations and Maintenance | | \$2,500,000 |
| Total Budget | \$53,000,000 | \$7,500,000 |

Work Products

The updated master plan intends to function at several levels. City planners and engineers responsible for capital improvements should find that this document contains sufficient background information and data to serve as a basis for CIP implementation and/or modification. For those City staff and other parties interested in a more in-depth examination of storm drain facilities within Milpitas, the companion InfoWorks ICM model is available.

Comparison to Previous Master Plan

This updated master plan and corresponding CIP differs from previous master plans due to the use of the ICM model, which integrates updated rainfall and a different hydrologic methodology as described in Chapter 2. Additionally, the model accounts for surface storage within streets and other open spaces and the precise timing of coincident creek discharges, which was not directly accounted for in previous master plans. These updates generally result in less flooding at the desired level of service and fewer CIP projects to meet the City's storm drainage criteria. Figure ES-2 depicts the CIP from the 2013 master plan for reference.

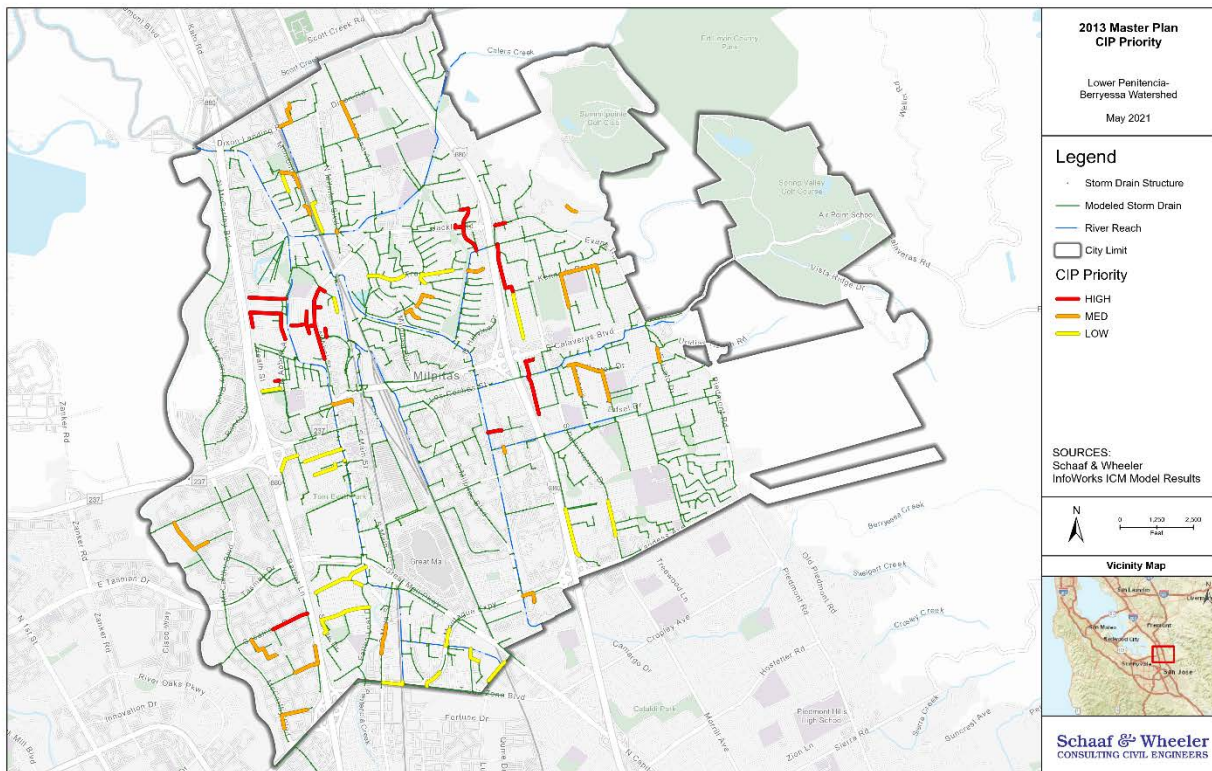


Figure ES-2: 2013 Master Plan CIP Priority

Chapter 1: Introduction

Milpitas completed a comprehensive storm drain master plan in 2001, which was last updated in 2013. This effort represents a substantially new evaluation of Milpitas' storm drain systems and floodplains using tools developed in conjunction with Santa Clara Valley Water District (Valley Water) as part of the Cooperating Technical Partner (CTP) program sponsored by the Federal Emergency Management Agency (FEMA). Under that program, the interaction of storm drains and floodplains within the combined Berryessa Creek and Lower Penitencia Creek watersheds was studied to complete updated flood hazard mapping.

This storm drain master plan update takes advantage of the work completed with Valley Water but adds further detail to comprehensively evaluate storm drain system performance in addition to flood hazard mapping. This master plan focuses on storm drainage infrastructure, while acknowledging that storm drain performance is fully intertwined with floodplain behavior during extreme stormwater runoff events.

This document is a guide for the City of Milpitas (City) to implement a prioritized capital improvement program (CIP) and secure sufficient funds for annual operation and maintenance, and long-term system replacement. This document represents an updated and complete storm drain master plan. Key objectives of this SDMP update include:

- Updating the geographical information systems (GIS) to include pipelines 12 inches and greater in diameter throughout the entire city to reflect all storm drain projects and operational improvements completed by the end of 2020, as well as any changed land uses.
- Utilizing the ICM program to create an integrated hydrologic and hydraulic model that accounts for surface storage and routing and the coincident timing of water surface elevations within the major streams and drainage ways.
- Preparing an updated Capital Improvement Program that remediates identified system deficiencies and provides for underserved areas within the Specific Plan Areas of Milpitas Metro and Main Street Gateway (previously TASP and Midtown).
- Updating projected capital improvement, operations, maintenance, and replacement schedules and costs.

Authorization

Schaaf & Wheeler Consulting Civil Engineers, Inc. prepared this updated Stormwater Master Plan for the City of Milpitas in accordance with the provisions of an agreement executed by the City in November 2019.

Study Area

Milpitas is located near San Francisco Bay in what is colloquially referred to as Silicon Valley. Downtown San José is eight miles to the south; San Francisco is about 45 miles to the northwest. The boundary that separates Santa Clara County from Alameda County also forms the northern border between Milpitas and neighboring Fremont. Incorporated Milpitas encompasses 13.5 square miles, all within the 315 square mile Coyote Creek watershed. Placing Milpitas within its regional context (Figure 1-1) demonstrates that events occurring well outside of the city proper can potentially impact flood risks within Milpitas. However, as stated previously, this master plan focuses on the impacts of events occurring within the city itself.

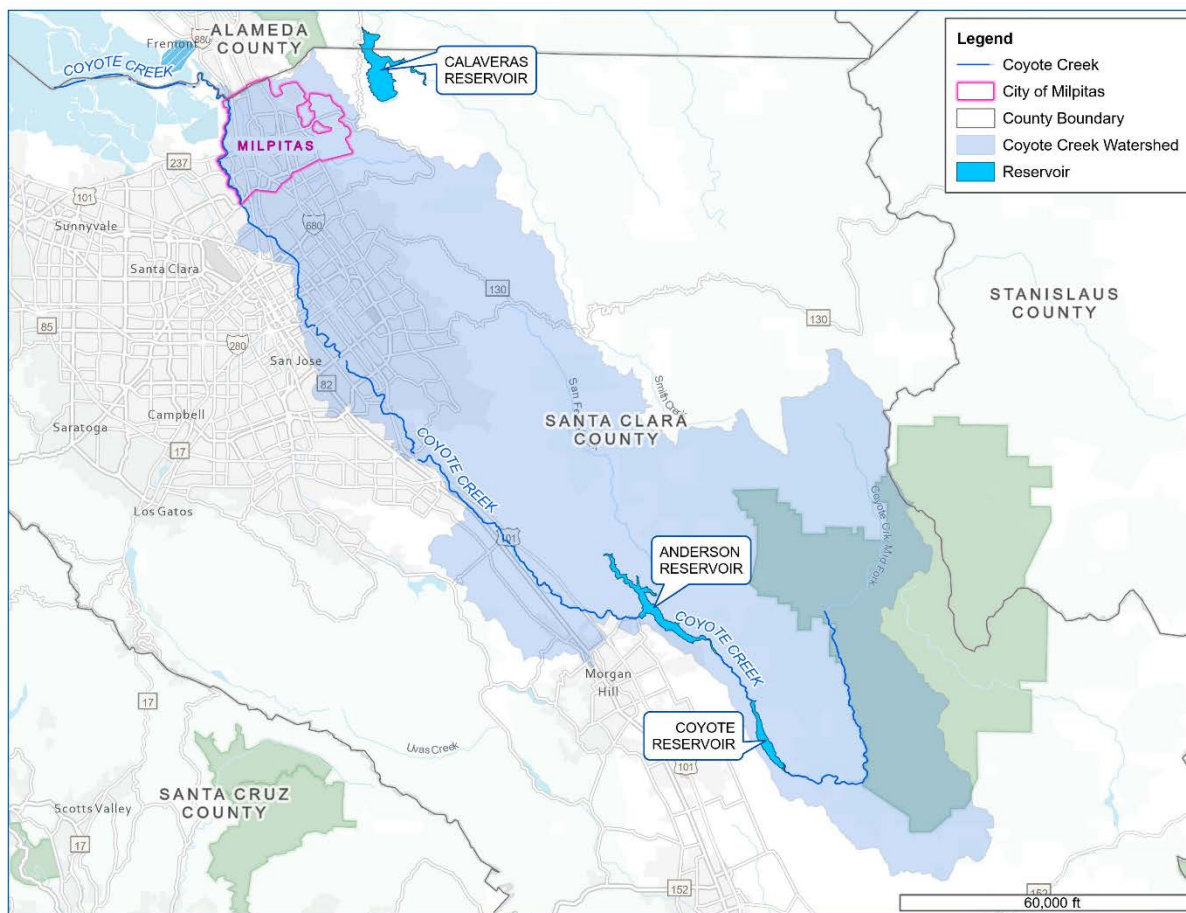


Figure 1-1: City of Milpitas within the Coyote Creek Watershed

Climate

Milpitas has a mild Mediterranean climate with average temperatures ranging from 46°F in the winter to 71°F in the summer. From May to October, there is virtually no chance of precipitation within the area, but winters can be cool and moist. Rainfall is the only significant cause of stormwater runoff (significant snowfall is extremely rare), averaging 14 inches per year near the bay, up to 18 inches annually near the eastern ridgeline.

Most precipitation events in the Milpitas area are either orographic when moist air is lifted over the hills, then cools and condenses, or cyclonic, where rain is with air masses' movement from higher barometric pressure regions to lower pressure. Cyclonic events can also be caused by frontal activity. Warm fronts are generally associated with broad bands of relatively low-intensity rainfall, while higher rainfall intensifies typify cold fronts. Convective precipitation (e.g., thunderstorms) caused by air heating at the ground often leads to too intense localized storms, but it is not common in this area.

Physiography

The city lies at the Diablo Range base, extending from its foothills on an alluvial plain of the Santa Clara Valley toward San Francisco Bay. Almost half of the city is east of Interstate 680, where elevations vary from about 40 feet mean sea level (MSL) at Evans Road to nearly 800 feet at Monument Peak just west of Calaveras Reservoir. Once on the valley floor, the land falls away from the hill's base toward the west and approaches sea level along the bay.

Soil deposits on the valley floor are characteristic of alluvial fan development. Calera, Tularcitos, Los Coches, and Berryessa Creeks deposited older fans of coarse sand and gravel at the foothill's base.

Throughout the city center, younger clays deposited between the creeks are interspersed with smaller amounts of old San Francisco Bay mud. At the western limits of Milpitas, Coyote Creek deposits are found along the edge of alluvial fan deposits from Lower Penitencia Creek. Most of the soil within Milpitas is either clay or clayey loam with very low infiltration rates when wetted and has a high runoff potential. At the western city limits near Coyote Creek, some soil is loamier with better infiltration characteristics and a moderate to high runoff potential.

Land Development and Drainage Characteristics

Urbanization tends to increase the rate of runoff generated from local precipitation. Once primarily agricultural with an economy dominated by fruit and vegetable growers, Milpitas has evolved into a more fully urban community. Urbanization is generally confined between Coyote Creek to the west and the Calaveras Foothills to the east. Although some selected hillside development is allowed in the General Plan, the hillside area (which comprises almost one-half of the city) is generally zoned for permanent open space, including the Ed Levin Regional Park. The western one half of the city has developed as a mix of residential, commercial, and industrial development, with parks, schools, and greenbelts woven into the urban fabric. Future growth in Milpitas, particularly non-hillside residential will tend to be infill development which will become denser as property values escalate.

Recent land-use changes and growth are concentrated within the Main Street Gateway and Milpitas Metro areas. Therefore, storm drain systems serving these tributary areas are the most potentially impacted by new development.

A system of underground pipes and a network of street gutters collect storm runoff in Milpitas. Local runoff flows into creeks and channels that run through the city, ultimately discharging to San Francisco Bay. Drainage in Milpitas generally is from the southeast to the northwest. Storm drain systems closer to the Bay also tend to rely heavily upon pumping facilities to move water.

Concurrent City Planning

The City of Milpitas has concurrent planning efforts focused within the Main Street Gateway and Milpitas Metro Specific Plan areas. These specific plans focus on the new BART station and downtown areas where infill development has occurred or is planned. Generally, impervious surface does not increase with infill development, so the impacts of the specific plan areas would be based on realigned roads or identifying currently underserved areas where parcels drain by gravity to the street frontage. Improvements associated with these underserved areas are described herein. At the time of this study, plans for new or re-routed city roadways had not been developed.

The City has developed a green stormwater infrastructure (GSI) plan as required under the NPDES Municipal Regional Permit Section C.3.j. The plan relies on information produced in the Santa Clara Basin Stormwater Resource Plan. Opportunities to combine green infrastructure with capacity projects are considered in the stormwater improvements identified in this study.

Work Products

As discussed in subsequent sections, the following information is available via GIS:

1. ***Inventory of Drainage Facilities.*** Information pertaining to each system component may be accessed graphically through GIS or numerically using the ICM model.
2. ***Tributary Drainage Areas.*** Land areas used to generate local runoff are available in GIS and tabular format with tributary areas, runoff coefficients, and concentration times.
3. ***Ground Surface.*** Ground surface information based on Countywide 2006 LiDAR, updated with available modified ground surface data from developments constructed between 2006 to 2018, is available in raster format.

Chapter 2: Methodologies

Criteria used to design storm drain systems and evaluate their performance must be defensible yet simple to understand and apply. Ideally, future infrastructure design will use the same criteria used to analyze system performance. As discussed in this chapter and the next, storm drain design criteria set forth by Milpitas in its July 15, 2010 standards and the Santa Clara County Drainage Manual (2007) are used in this master plan; some additional provisions as discussed herein.

An integrated hydrologic and hydraulic InfoWorks ICM model representing storm drain systems, creeks, and ground surface throughout Milpitas was constructed using data from the City and Valley Water and gathered in the field. This model uses a design storm event and land-use-based runoff coefficients to generate runoff from the surface areas tributary to each collection system. The hydraulic capacity of each drainage system component is calculated and resulting overflows to the two-dimensional surface are reviewed to confirm whether drainage system performance criteria are met. If the existing storm drainage system does not meet specific criteria, the model is then used to establish the capital improvement(s) needed so that those criteria are completed based on the capital improvement priority system described in Chapter 3.

Data Sources

The comprehensive master plan model was built upon an integrated hydrologic and hydraulic ICM storm drain system model previously created by Schaaf & Wheeler and Wood Rodgers under a Cooperating Technical Partnership (CTP) between Valley Water and FEMA. The CTP model built is based on as-built plans, field surveys, LiDAR and aerial surveys, photos, improvement plans, other data documents, and field investigations. The model has been calibrated to the design storm and validated with stream gauge data of historical events.

For the comprehensive master plan, Schaaf & Wheeler updated the CTP model with data provided by the City of Milpitas in the form of GIS shapefiles of the storm drain network received 04/02/2020. The purpose was to incorporate changes in the storm drain network and include pipes 12 inches in diameter or greater. The CTP model only had pipes 18 inches in diameter or greater. To fill in any new, missing, or conflicting information, Schaaf & Wheeler consulted record drawings for street improvements or tracts as needed. All elevations have been converted to the National Adjusted Vertical Datum of 1988 (NAVD) to match the most currently available LiDAR-based citywide topography.

The most common data transformation involves the conversion of the National Geodetic Vertical Datum of 1929 (NGVD):

$$\text{NGVD} + 2.78 \text{ feet} = \text{NAVD (88)}.$$

Sub catchment parameters of the model are based on the current land use data provided by the city in form of GIS shapefile called "ZonedParcels2012". This is most current land use information available to characterize existing land surfaces. Aerial maps have been used to assign land use for areas not defined by the city parcel data and for recent development since 2012. Future zoning information could be used to analyze land use changes, but future land uses almost uniformly have lower percentages of impervious surface. This master plan does not rely on potential reductions in runoff that may not come to fruition.

Information regarding pump station operation has been obtained from record drawings and information from the 2013 master plan update, corroborated by conversations with City operations and maintenance staff in 2020.

Modeling Software

INFOWORKS ICM

InfoWorks ICM by Innovyze is a GIS-based, integrated modeling platform that incorporates both urban and river catchments. The integration of 1D and 2D hydrodynamic simulation techniques allows the modeling of both the above- and below-ground elements of catchments to represent all flow paths accurately.

Hydrology

Design Storm

Flood frequency analyses are used to design facilities that control storm runoff since it is impossible to anticipate every conceivable storm's effect. A common practice that both the Milpitas and Santa Clara County standards follow is constructing a design storm. A rainfall pattern is used in hydrologic models to estimate surface runoff – and compare the surface runoff to the capacity of drainage systems designed to convey this runoff to major facilities outside of the City's jurisdiction.

Precipitation-runoff frequency analyses are based on concepts of probability and statistics. Engineers generally assume that a rainfall event's frequency (probability) coincides with direct stormwater runoff frequency. However, the runoff generation depends on several factors (particularly antecedent moisture conditions in the drainage basin) not necessarily dependent upon the precipitation event.

The 10-year storm recurrence interval is used as the design storm to evaluate the flood control systems for this master plan. It is worth noting that over the typical 30-year life of a home mortgage, the chance of experiencing at least one 10-year event is about 96 percent.

The 100-year storm recurrence interval is used as the design storm to evaluate if pump stations have sufficient capacity. A 100-year design storm is assumed to evaluate pump stations as critical facilities where gravity conveyance is not possible, and flooding is likely to remain for extended periods.

Design Storm Duration

A 24-hour storm duration determines the governing design storm event and the conservative operational conditions of the City's drainage facilities. This storm duration is for the following reasons:

1. The 24-hour duration is a standard for many local, state, and federal agencies.
2. The 24-hour duration is short enough to be consistent with the watershed size and long enough to create volume-induced flood problems in the watershed. The 24-hour storm duration generally results in the most extensive floodplain relative to other storm durations within the local historical record.

Design Storm Rainfall Depths

Design rainfall depths are calculated using the TDS Regional Equation provided by Valley Water:¹

¹ SCVWD 2013: Precipitation Gage Data and Depth-Duration-Frequency Analysis. Revised from Saah et al. 2004

$$P_{f,d} = A_{f,d} + B_{f,d}(MAP)$$

Equation 1

Where:

$P_{f,d}$ Precipitation depth for a given storm frequency, f and duration, d , in inches

$A_{f,d}$ & $B_{f,d}$ Regression constants and coefficients

MAP Mean annual precipitation, in inches

$A_{f,d}$ and $B_{f,d}$ values used are displayed below in Table 2-1 and Table 2-2, which are provided by Valley Water as well.

Table 2-1: $A_{f,d}$ and $B_{f,d}$ Values for Design Rainfall Depth Equation

| Frequency | Recurrence Interval (Yr) | $A_{f,d}$ | $B_{f,d}$ |
|-----------|--------------------------|-----------|-----------|
| | | 24 Hr | 24 Hr |
| 10% | 10 | 0.0028 | 0.1653 |

The resultant design rainfall depths from Equation 1 are displayed in Table 2-2.

Table 2-2: 24-hour Duration Design Storm Depth per MAP

| MAP (in) | 24-hour Design Rainfall Depth (in) |
|----------|------------------------------------|
| | 10-Year |
| 12 | 1.99 |
| 13 | 2.15 |
| 14 | 2.32 |
| 15 | 2.48 |
| 16 | 2.65 |
| 17 | 2.81 |
| 18 | 2.98 |
| 19 | 3.14 |
| 20 | 3.31 |
| 21 | 3.47 |

The resultant design rainfall depths from Equation 1 are displayed in Table 2-3.

Table 2-3: 24-hour Duration Design Storm Depth per MAP

| MAP
(in) | 24-hour Design Rainfall Depth (in) | | | | | | | |
|-------------|------------------------------------|--------|---------|---------|---------|----------|----------|----------|
| | 2-Year | 5-Year | 10-Year | 25-Year | 50-Year | 100-Year | 200-Year | 500-Year |
| 12 | 1.26 | 1.72 | 1.99 | 2.30 | 2.51 | 2.71 | 2.91 | 3.15 |
| 13 | 1.37 | 1.86 | 2.15 | 2.49 | 2.72 | 2.93 | 3.14 | 3.40 |
| 14 | 1.48 | 2.01 | 2.32 | 2.67 | 2.92 | 3.15 | 3.37 | 3.65 |
| 15 | 1.59 | 2.15 | 2.48 | 2.86 | 3.12 | 3.37 | 3.60 | 3.89 |
| 16 | 1.70 | 2.30 | 2.65 | 3.05 | 3.32 | 3.58 | 3.83 | 4.14 |
| 17 | 1.81 | 2.44 | 2.81 | 3.24 | 3.53 | 3.80 | 4.06 | 4.39 |
| 18 | 1.92 | 2.59 | 2.98 | 3.42 | 3.73 | 4.02 | 4.29 | 4.63 |
| 19 | 2.03 | 2.74 | 3.14 | 3.61 | 3.93 | 4.23 | 4.52 | 4.88 |
| 20 | 2.14 | 2.88 | 3.31 | 3.80 | 4.14 | 4.45 | 4.75 | 5.13 |
| 21 | 2.25 | 3.03 | 3.47 | 3.99 | 4.34 | 4.67 | 4.98 | 5.38 |

Design Storm Temporal Distribution

The 24-hour design storm temporal distribution obtained from Valley Water is displayed as Figure 2-1 below. The temporal rainfall distribution is for a 24-hour design storm with 15-minute intervals.

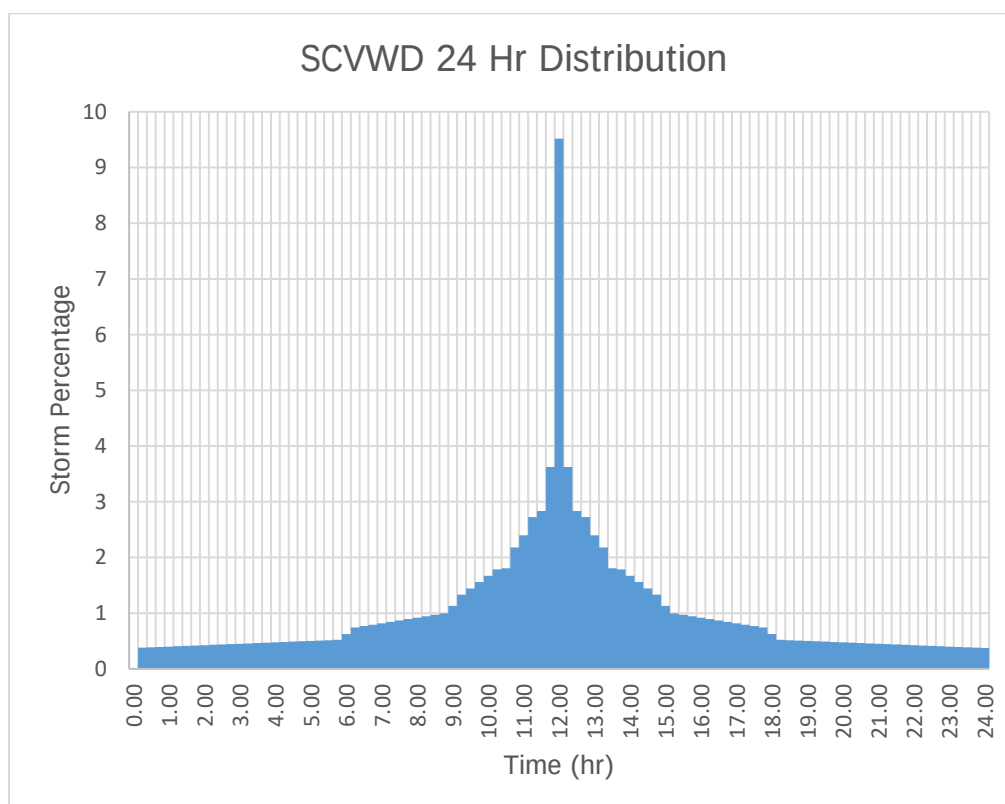


Figure 2-1: Valley Water 24hr Storm Distribution

Historical Storm

Schaaf & Wheeler used the December 11, 2014, a historical event, to validate the Lower Penitencia-Berryessa and Upper Penitencia watershed Model as part of the CTP program. This storm produced 1.2 inches of rain in 3.0 hours, 2.0 inches of rain fell in 12.0 hours, and 3.7 inches of rain fell in 24 hours period in San Jose. The estimated storm recurrence interval based on these depths varies from a 10-year 3-hour, a 5-year 12-hour, and a 100-year 24-hour interval, respectively, for a MAP of 18 inches. This 18-inch MAP is the average for Lower Penitencia-Berryessa and Upper Penitencia watersheds. The December 2014 storm event was one of the most intense urban rainfall events in recent memory, surpassing the wet year of 2016-2017.

It should be noted that based on the response time of the Lower Penitencia-Berryessa and Upper Penitencia watershed (approximately 1 hour), the durations between 3 hours and 12 hours are the most relevant for this study.

In addition, the February 16-20, 2017 event is used to validate the model. Approximately 1.2 inches of rain fell over 3 hours, and 2.7 inches of rain fell in 24 hours. The estimated storm recurrence interval based on these depths varies from a 2-year, 3-hour storm to a 2-year, 24-hour storm.

Rainfall / Runoff Transformation Method

Described below is the methodology for the transformation of the precipitation into the stormwater runoff. The general steps to transform rainfall into runoff are:

1. Apply a loss method to convert rainfall distributions into excess rainfall. The method is done by accounting for the portion of rainfall from the sky lost to surface depressions, evaporation, and soil infiltration. The amount of precipitation that is lost will not result in direct runoff. Losses also vary over time during a storm. For example, as wetted soil becomes more saturated, losses decrease, and more rainfall becomes surface runoff. Losses are a function of land use and soil conditions.
2. Transform the excess rainfall into surface runoff using the hydrograph methods subsequently described.
3. Route surface runoff hydrographs through the storm drain and creek systems. Where stormwater flows exceed a storm drain or creek's hydraulic capacity, some portion of the runoff hydrograph will be carried over the ground surface. The timing and depth of this overland flow produce flood hazard mapping.

Hydrograph Method

The transformation of rainfall into runoff can be calculated in a model using various methods. In the detailed regional calibration efforts for smaller urban watersheds that were conducted with Valley Water, Alameda County Public Works Agency (ACPWA), and the City of San Jose, Valley Water it concluded that hydrographs using the Kinematic Wave (KW) method best match recorded flows for the smaller urban watershed (less than 100 acres). For larger, rural, and hilly watersheds, hydrographs using the Snyder Unit Hydrograph (Snyder UH) match recorded flows well. Still, hydrographs using KW methods diverged from those developed using the Snyder UH and the recorded gauge data.

Therefore, the KW method is used for smaller urban watersheds less than 50 acres in size only, and the Snyder UH method is used for all other catchments within the study area.

The combination of the small urban and large rural or open space watersheds in the Lower Penitencia-Berryessa and Upper Penitencia Watershed drainage systems warrant both KW and Snyder's use of UH methods as described above.

Loss Method

The Horton Loss Rate Method reflects the effects of infiltration in the model because of its initial loss decay and recovery features. The method is also well documented by the Environmental Protection Agency (EPA) and has been used successfully throughout Alameda County, Redwood City, and other Bay Area agencies. Table 2-4 lists the reasonable range of parameters recommended by the EPA.

Infiltration rate ranges from Alameda County (see Table 2-5) are also considered and used in the calibration because of the proximity and geologic similarity to the Lower Penitencia-Berryessa and Upper Penitencia watersheds. These parameters have been calibrated for Alameda County and reflect local soil characteristics in Milpitas.

$$\text{Horton Loss Equation:}^2 f_p = f_c + (f_0 - f_c) e^{-\beta t}$$

where:

f_p = Infiltration Capacity

f_c = Constant Rate

f_0 = Maximum Infiltration Rate

β = Decay constant

Table 2-4: Horton Loss Equation Parameters³

| Hydrologic Soil Group | Max. Infiltration Rate Range
(in/hr) | Min. Infiltration Rate Range
(in/hr) | Decay Const. Range
(1/hr) | Drying Time Range
(days) |
|-----------------------|---|---|------------------------------|-----------------------------|
| A | 5-10 | ≥ 0.45 | 2-7 | 2-14 |
| B | 4-8 | 0.30-0.15 | 2-7 | 2-14 |
| C | 3-6 | 0.15-0.05 | 2-7 | 2-14 |
| D | 1-2 | 0.00-0.05 | 2-7 | 2-14 |

² Handbook of Hydrology, David R. Maidment, 1993

³ Storm Water Management Model User's Manual, Version 5.0, EPA, Revised July 2010

Table 2-5: Alameda County Loss Parameters ⁴

| Hydrologic Soil Group | Min. Infiltration Rate Range (in/hr) |
|-----------------------|--------------------------------------|
| A | ≥ 0.45 |
| B | 0.35-0.40 |
| C | 0.14-0.25 |
| D | 0.05-0.09 |

The Horton Loss Rate Method can be used for both single-event design storms and continuous simulations with multiple intermittent storms because the initial loss capacity can be recovered. Antecedent soil moisture conditions and the soil storage saturation level before a storm were analyzed before determining the continuous storm simulation's appropriate initial loss rate.

Imperviousness

The percentages of directly connecting impervious surface, non-directly touching impervious surface, and porous surface for each land-use shown in Table 2-6 are determined by sampling five areas of the same land use and identifying the average percentage for each surface type. Directly connected impervious surfaces drain the city storm drain system with limited surface attenuation, such as driveways, street pavements, and sidewalks. Non-directly is connecting impervious areas within a sub-basin experience more peak flow attenuation by flowing across pervious surfaces before entering the storm drain. These are mostly roofs that are collected by gutters and discharge to previous lawns.

Table 2-6: Land Use Percent Impervious

| LAND USE TYPE | Impervious (%) | | Pervious (%) |
|--|---------------------|-------------------------|--------------|
| | Directly Connecting | Non-Directly Connecting | Area |
| Hillside Very Low Density (HVL): up to 1 unit/10gross acres | 2 | 2 | 96 |
| Hillside Low Density (HDL): up to 1 unit/gross acre | 5 | 6 | 89 |
| Hillside Medium Density (HMD): up to 3 units/gross acre | 9 | 37 | 54 |
| Single Family Low Density (SFL): 3-5 units/gross acre | 17 | 59 | 24 |
| Single Family Medium Density (SMD): 6-15 units/gross acre | 20 | 56 | 24 |
| Multi-Family Residential Medium Density (MFM): 7-11 units/gross acre | 5 | 58 | 37 |
| Multi-Family Residential High Density (MFH): 12-20 units/gross acre | 33 | 37 | 30 |

⁴ Alameda County Hydrology and Hydraulics Manual, ACPWA, 2003

| LAND USE TYPE | Impervious (%) | | Pervious (%) |
|---|---------------------|-------------------------|----------------|
| | Directly Connecting | Non-Directly Connecting | Area |
| Multi-Family Residential, Very High Density (VHD): 31-40 units/gross acre | 52 | 34 | 14 |
| Urban Residential (URR): 41-75 units/gross acre | 32 | 48 | 20 |
| Mobile Home Park (MHP) | 22 | 72 | 6 |
| Residential Retail High Density Mixed Use (RRMU) | 24 | 64 | 12 |
| Boulevard Very High-Density Mixed Use (BVMU) | 40 | 43 | 17 |
| General Commercial (GNC) | 65 | 24 | 11 |
| Town Center (TWC) | 56 | 36 | 8 |
| Industrial Park (INP) | 46 | 23 | 31 |
| Public Facilities (PF) | 32 | 30 | 38 |
| Parks and Open Space (POS) | 7 | 3 | 90 |

Hydrograph Method Parameters

Kinematic Wave

Based on calibration efforts conducted by the ACPWA that were reviewed with the City of San Jose, the KW method was selected for this project as the hydrologic transformation method for small urban sub-basins up to 50 acres in size.

The use of the KW method requires developing watershed parameters that result in consistent, reproducible results; because of the need to simplify the models enough to meet the software, hardware, and data management constraints, applying the KW method to watersheds that vary in size from about 3 acres to 50 acres. Therefore, some modification of KW method parameters is necessary, noting parameters have been carefully vetted during the calibration process to confirm their validity.

For example, the KW method requires a representative watershed “plane” width (Figure 2-6), overland flow length, and slope. In small watersheds, these planes would represent a row of residential lots draining to the street. In larger watersheds, the planes would represent a group of lots and streets draining to a central conveyance. In most cases of larger watersheds, the plane width was assumed to be twice the central conveyance’s length, thus representing two planes draining to the central conveyance from each side.

Since this approach (two planes draining to each side of the central conveyance) does not explicitly account for the routing of the runoff in the central conveyance, the resistance parameters used have been carefully calibrated to account for this. They are expressed as overland flow roughness factor, *N*, developed from the *HEC-1 User Manual*, 1990, Table 12.1. (Table 2-7). Watersheds are broken down into small sub-catchments with a single plane as much as possible to reduce the impact of this simplification.

The KW method parameters include shed area, flow length, watercourse slope, and percent imperviousness. In contrast, the Horton Loss Rate parameters include maximum infiltration losses (initial loss rate) and minimum infiltration capacity (uniform loss rates).

Table 2-7: Kinematic Wave Method Resistance

| Surface | N value | Source |
|---|-------------|------------------|
| Asphalt/Concrete | 0.05-0.15 | Harley (1975) |
| Bare Packed Soil Free of Stone | 0.10 | Hathaway (1945) |
| Fallow - No Residue | 0.008-0.012 | Engman (1986) |
| Conventional Tillage - No Residue | 0.06-0.12 | Engman (1986) |
| Conventional Tillage - With Residue | 0.16-0.22 | Engman (1986) |
| Chisel Plow - No Residue | 0.06-0.12 | Engman (1986) |
| Chisel Plow - With Residue | 0.10-0.16 | Engman (1986) |
| Fall Discing - With Residue | 0.30-0.50 | Engman (1986) |
| No Till - No Residue | 0.04-0.10 | Engman (1986) |
| No Till (20-40 percent residue cover) | 0.07-0.17 | Engman (1986) |
| No Till (60-100 percent residue cover) | 0.17-0.47 | Engman (1986) |
| Sparse Rangeland with Debris: 0 Percent Cover | 0.09-0.34 | Engman (1986) |
| Sparse Rangeland with Debris - 20 Percent Cover | 0.05-0.25 | Engman (1986) |
| Sparse Vegetation | 0.053-0.13 | Woolhiser (1975) |
| Short Grass Prairie | 0.10-0.20 | Woolhiser (1975) |
| Poor Grass Cover on Moderately Rough Bare Surface | 0.30 | Hathaway (1945) |
| Light Turf | 0.20 | Harley (1975) |
| Average Grass Cover | 0.40 | Hathaway (1945) |
| Dense Grass | 0.17-0.30 | Palmer (1946) |
| Bermuda Grass | 0.30-0.48 | Palmer (1946) |
| Dense Shrubbery and Forest Litter | 0.40 | Harley (1975) |

Snyder Unit Hydrograph

Based on calibration efforts conducted by the ACPWA that were reviewed with the City of San Jose, the Snyder UH method is selected as the hydrologic transformation method for large sub-basins greater than 50 acres in size. The Snyder UH method is especially appropriate in open space because of the proper application as described previously.

$$\text{Snyder UH Equation:}^5 Q_p = 640 * C_p * A / t_L$$

Where:

Q_p = Peak discharge of the unit hydrograph (cfs)

⁵ Handbook of Hydrology, David R. Maidment, 1993

C_p = storage coefficient / peaking factor

A = Drainage Area (sq mi)

t_L = basin lag time (hr)

The selected Snyder UH method is the ACPWA revised version of the standard Snyder UH documented in HEC-1 and HEC-HMS. ACPWA revised the method based on historical calibration efforts performed in Alameda County, which has similar meteorological characteristics as Santa Clara County.

The two major input parameters of the method are Basin Lag Time and Basin Peaking Factor. The Basin Lag Time (see Equation 13) is based on the calculated Basin Roughness (see Equation 12) using the main watercourse Manning's n within a sub-basin.

| TABLE 6 BASIN ROUGHNESS FACTORS FOR RURAL WATERSHEDS | |
|---|----------------------------|
| Basin Type | Basin Roughness Factor (N) |
| 1. Rural watersheds with generally clear stream bed and minimal vegetation growth in the drainage reaches. | 0.05 |
| 2. Rural watersheds with moderate to high levels of vegetation growth, or rock and boulder deposits within the main drainage reaches. | 0.07 |
| 3. Rural watersheds with dense vegetation or high levels of boulder deposits within the main drainage reaches. | 0.08 |

(District 2003)

EQUATION 12 BASIN ROUGHNESS FACTOR FOR URBAN WATERSHEDS

$$N = 0.3318n^{0.6328} \quad (12)$$

where:

N = basin roughness factor

n = Manning's roughness coefficient (from Table 7)

(District 2003)

Figure 2-2: Basin Roughness (N) (ACPWA H&H Manual)

| TABLE 7 MANNING'S ROUGHNESS COEFFICIENT | |
|---|---------------|
| Type of Facility | <i>n</i> |
| Reinforced Concrete Pipe | |
| Conduit > 36" diameter | 0.012 |
| Conduit ≤ 36" diameter | 0.014 |
| Corrugated Metal Pipe | |
| Annular | 0.021 |
| Helical | 0.018 |
| Concrete-Lined Channels | |
| Smooth-troweled | 0.015 |
| Distric Simulated Stone | 0.017 |
| Reinforced Concrete Box | |
| Cast-in-Place | 0.015 |
| Pre-Cast | 0.014 |
| Earth Channels | |
| Smooth Geometric | 0.030 – 0.035 |
| Irregular or Natural | 0.045 – 0.050 |

(Chow 1959, District 1989)

EQUATION 13 BASIN LAG TIME

$$t_L = K \cdot N \left(\frac{L \cdot L_c}{\sqrt{S}} \right)^{0.38} \quad (13)$$

where:

t_L = lag time (hr)

K = distance factor

for $L > 1.7$ mi, $K = 24$

for $L \leq 1.7$ mi, $K = 15.22 + 2.15L + 8.7/L$

if calculated value of K is greater than 30, use $K=30$

N = basin roughness factor (from Table 6, rural watershed or Equation 12, urban watershed)

L = length of longest watercourse (mi) (see Figure 4)

L_c = length along longest watercourse measured from the point of concentration to a point opposite the watershed centroid (see Figure 4)

S = average stream slope (ft / mi from Equation 11)

(District 1994)

Figure 2-3: Manning's n and Basin Lag Time (ACPWA H&H Manual)

The peaking factor is a function of overland basin storage. Large areas with flat slopes are associated with relatively high amounts of overland basin storage. Conversely, water that falls on steeply sloped areas will run off quickly, with little overland basin storage. The lower the basin storage, the higher the corresponding peaking factor.

EQUATION 14 BASIN PEAKING FACTOR

$$C_p = 0.6e^{0.06(S_o/A)} \quad (14)$$

where:

C_p = basin peaking factor ($C_p \leq 0.85$)

S_o = average watershed slope (percent from Attachment 9)

For $S_o \leq 5\%$, $C_p = 0.6$

A = drainage area (mi^2 ; if $A < 5mi^2$, use $A = 5mi^2$)

(District 1994)

Figure 2-4: Basin Peaking Factor (ACPWA H&H Manual)

Watershed Characteristics

To model the storm drain system and include all pipes 12 inches in diameter and larger, relatively small sub-watersheds have been developed for representation in the models.

The area that contributes runoff to a drainage line within these watersheds is referred to as a “Drainage Area”. The smaller sub-watersheds within the Drainage Areas are noted as “Sub-Basins”.

Therefore, the hierarchy terminology for watersheds includes:

1. Watersheds – delineating the basin for each major creek system
2. Drainage Areas – delineating the basin for each named drainage line
3. Sub-Basins – delineating the smallest sub-basin for each drainage line

Watershed Size

Sub-Basins are delineated based on the 2006 topographic LIDAR mapping furnished by Valley Water and the County of Santa Clara, City of San Jose and Milpitas collector system locations, and overland release flow paths. The Sub-Basin size ranges from 0.007 acres in densely developed urban areas to approximately 2,200 acres in undeveloped hilly areas.

The Sub-Basin size ranges from 0.007 acres in densely developed urban areas to approximately 2,200 acres in undeveloped hilly areas.

Watershed Delineation

Sub-Basins are also delineated based on stream channels and storm drain networks. In the Sub-Basins where the overland flow path and the storm drain network flow path conflicted, the storm drain flow path usually governs, as it usually conveys the most flow.

ESRI ArcMap Hydrology tools condition the input terrain to include underground pipes and channels. This approach ensures that the hydraulically connected pipe systems not modeled (lateral pipes smaller than 12 inches) can be routed to the modeled pipes hydrologically. The conditioned terrain creates sub-basins automatically. Sub-Basins are then further divided to model pipes 12 inches and greater. This approach provides consistent, reproducible watershed delineation results.

Basin Width

For sub-basins using the KW method, a representative watershed “plane” width needs to be determined. Each sub-basin is classified as either a 2 plane KW or 1 plane KW, shown in Figure 2-6, based on the distance (d), which is the shortest distance between the sub-basin centroid to the longest flow path. If d is relatively small, then the sub-basin is classified as a 2 plane KW, assuming it is the longest flow path runs relatively down the center of the sub-basin; thus, there is 1 KW plane draining from each side of the longest flow path. If d is relatively large, the sub-basin is classified as a 1 plane KW, assuming it is the longest flow path is relatively located along the sub-basin side; thus, there is only 1 KW plane draining into the longest flow path from only one side.

An algorithm can classify the sub-basins automatically. The following calculations are performed using the centroid flow path (L_c), which is the length from sub-basin centroid to the sub-basin drainage node along the longest flow path.

Assume 2 plane KW – width (W_2),

$$W_2 = 4L_c$$

Assume 1 plane KW – width (W_1),

$$W_1 = 2L_c$$

The minimum of $|d-0.33W_1|$ and $|d-0.33W_2|$ controls whether 1 plane or 2 plane KW, and the appropriate width calculated will be used as the representative watershed “plane”.

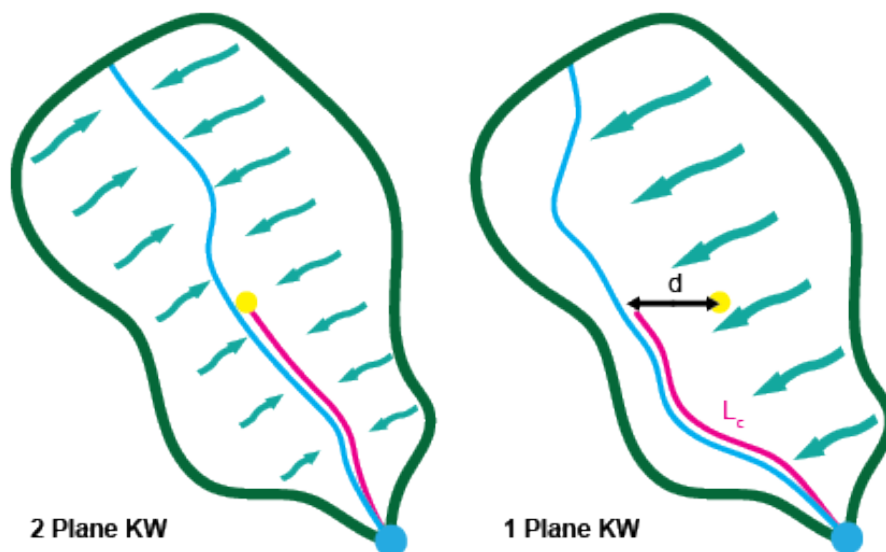


Figure 2-5: KW Planes

Watershed Soils

The National Resource Conservation Service (NRCS) soil survey and map information identifies soils in hydrologic soil groups based upon their infiltration properties.

Hydrologic soil groups “A,” “B,” “C,” “C/D,” and “D” are found present within the Berryessa/Penitencia drainage system. Group “A” has a higher infiltration rate than Group “D”. “C/D” soils indicate a duality of hydrologic soil conditions. When the groundwater table is seasonably high (less than 24” from the surface), the soil has a “D” type response. When the water table is well-drained (greater than 24” from the surface), the soil has a “C” type response. The open space areas in the eastern portion of the Study area have more Groups “C” and “D”. The urban areas along Upper Penitencia, Lower Penitencia, and Berryessa Creeks are mostly undetermined soil groups and are calibrated and validated under Valley Water’s previous analysis. Figure 2-6 presents the NRCS Soils Map.

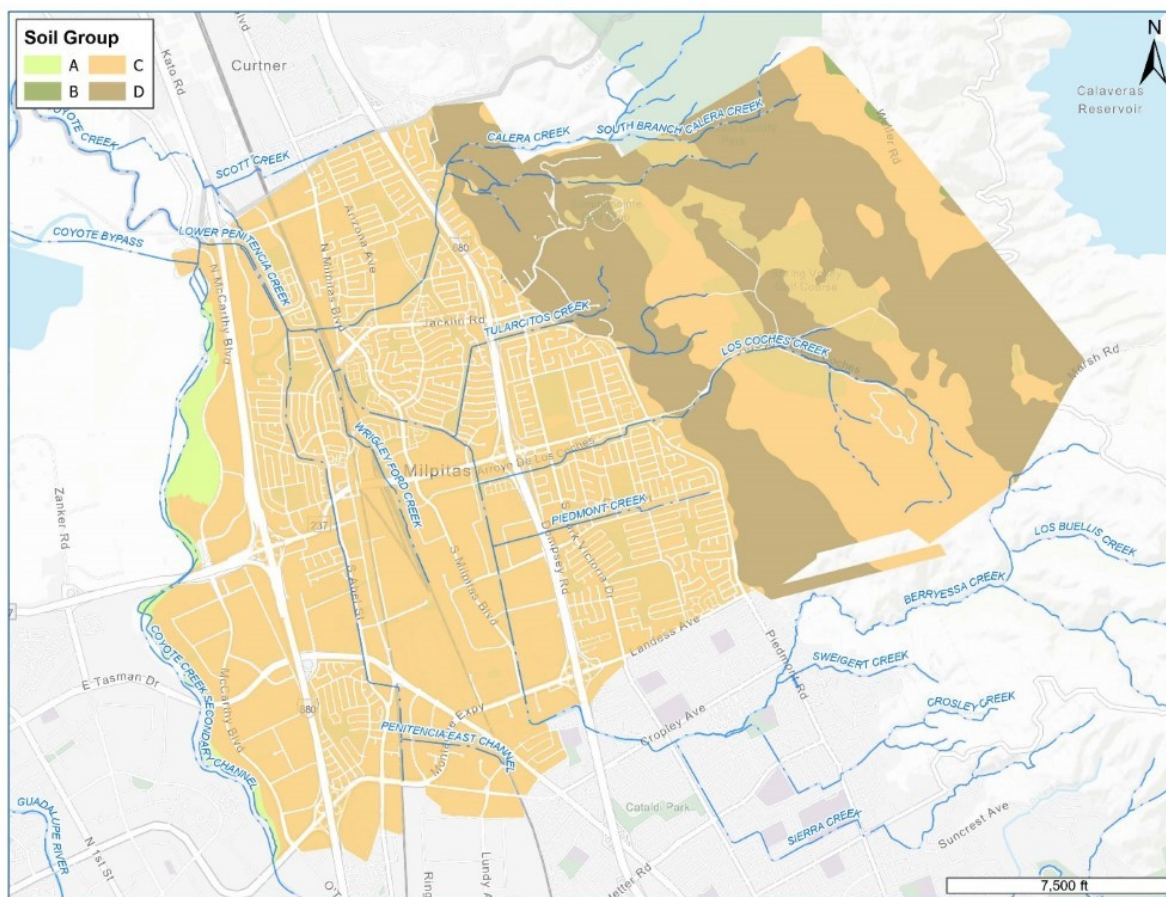


Figure 2-6: NRCS Soil Classification Map for the Berryessa/Penitencia Watershed

Each soil type consists of a combination of seven soil groups, A, A/B, B, B/C, C, C/D, D, and the NRCS assigns the dominant hydrologic soil group in the soil survey publication. In the event of an even split of percentages between two soil groups, the soil group with a lower infiltration rate is assigned.

Loss Rates

The NRCS Soil Group Boundaries are used to calculate each hydrologic soil group's quantity within each watershed. This information is input directly to the model in conjunction with each hydrologic soil group's infiltration properties (defined in Table 2-5).

Watershed Land Use

The City of Milpitas provided a land-use GIS reflecting the level of development within the city boundary. Each land use category was assigned a value of relative imperviousness based upon Table 2-6. To develop sub-basin-specific hydrology parameters for the KW and Snyder UH methods used a combination of percent imperviousness and underlying soil infiltration regime.

Figure 2-7 shows the land use. Areas with no defined land use in the City's GIS are assigned sub-basin-specific hydrology parameters based on the Esri World Imagery Map.

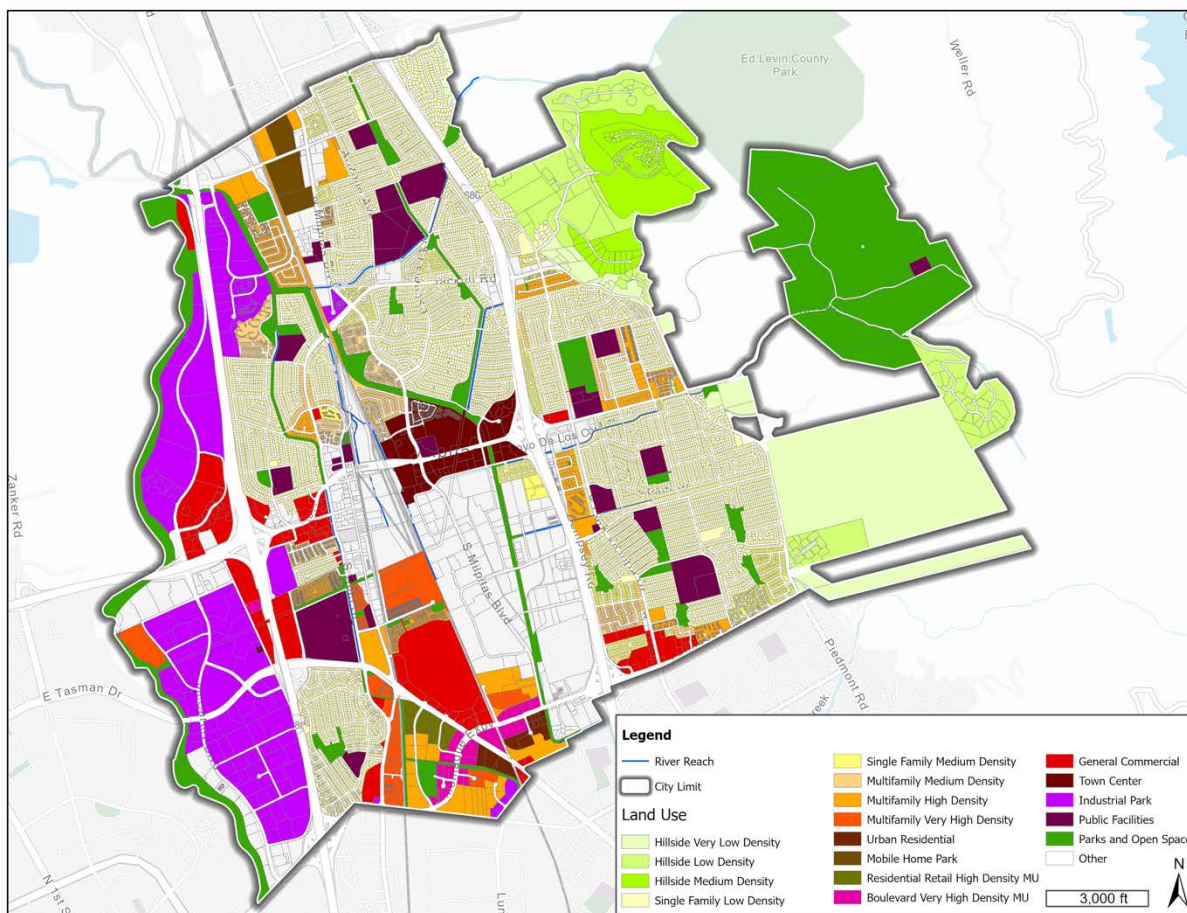


Figure 2-7: Milpitas Land Use

Hydraulics

A detailed representation of both the 'conduit and street' systems and the open channel systems is required in the model to evaluate the city's level of service storm drain system goals. This representation accounts for both conveyance and storage in the streets, conduits, and open channels. The InfoWorks ICM modeling software preforms the hydraulic analysis.

The Valley Water CTP model includes both the Upper Penitencia and Lower Penitencia/Berryessa watersheds, tributary creeks, and storm drain networks in San Jose and Milpitas. That CTP model is truncated at the Milpitas/San Jose boundary to focus on the City of Milpitas storm drain system. Channel, pipe, and 2D surface flow hydrographs are boundary inputs to the Milpitas SDMP model at the border between San Jose and Milpitas.

Conduit and Street Systems

The conduit and street systems were modeled using parameters as discussed in the following sections.

Conduit and Manhole Invert Elevations

The City of Milpitas GIS file of the storm drain network provided inverts of conduits and manholes. If inverts are missing from these two data sources, as-builts have been referenced to fill in any data gaps.

If data is still not found from these two data sources, an appropriate assumption is made by referencing upstream and downstream inverts and storm drain cover.

Conduit Manning's n Roughness

Manning's n-values for conduit and street systems are estimated based on values specified in the reference shown in Table 2-8.

Table 2-8: Manning's n

| Conduit Material | Manning's n |
|---------------------------------|---------------|
| Reinforced Concrete Pipe | |
| Conduit > 36" diameter | 0.012, 0.012* |
| Conduit < 36" diameter | 0.012, 0.014* |
| Corrugated Metal Pipe | |
| Annular | 0.021 |
| Helical | 0.018 |
| Concrete-Lined Channels | |
| Smooth-Troweled | 0.015 |
| ACPWA Simulated Stone | 0.017 |
| Reinforced Concrete Box | |
| Cast-In-Place | 0.015 |
| Pre-Cast | 0.014 |

**Bottom third of the conduit is assigned the first manning's n listed, while the top two-thirds are assigned the second manning's n listed to account for friction loss.*

All conduits of unknown material were assumed to be reinforced concrete pipe. For conduits with materials not listed in the table above, Manning's n values were referenced from other sources.⁶ These materials and their associated Manning's n values are listed in Table 2-9.

Table 2-9: Conduit Manning's n Not Listed in Table 2-8

| Material | Manning's n |
|--------------------------|-------------|
| Asbestos Cement (ACP) | 0.011 |
| Polyvinyl Chloride (PVC) | 0.009 |
| Cast Iron Pipe (CIP) | 0.012 |
| Ductile Iron Pipe (DIP) | 0.012 |

All conduit material descriptions by pipe segment were obtained from the City of Milpitas.

⁶ Engineering ToolBox, (2004). Manning's Roughness Coefficients. [online] Available at: https://www.engineeringtoolbox.com/mannings-roughness-d_799.html [2020]

Conduit Manhole Losses

Manhole losses are calculated in InfoWorks ICM using the Normal Headloss Method. The method does not account for bend, drop, contraction, and expansion losses but does account for simple junction losses. However, storm drains are generally built on straight alignments of the same diameter from manhole to manhole; without significant bends, drops, contractions, or expansions. Also, particularly for the larger pipe diameters, manholes simply provide periodic access to the top of continuous pipelines.

Conduit Boundary Conditions

The storm drain network's downstream boundary conditions are dynamically linked to 1D open channels in the InfoWorks ICM model. Creek levees are assumed to hold their elevations if overtopped in a modeling scenario. Levees do not fail in the SDMP analyses as they might for a Federal Emergency Management Association (FEMA) flood hazard analysis.

Conduit Assumptions

All conduits are assumed to have their full conveyance available. That is, all conduits are modeled with no silt or debris.

Pump Stations

The Milpitas storm drain system relies heavily on pump stations to move runoff from pipe networks to creeks that flow to San Francisco Bay. There are 13 pump stations owned and operated by the City of Milpitas within the study area, as shown in Figure 2-9. These pump stations are generally located at the discharge points of the City of Milpitas's storm drain system to Lower Penitencia Creek, Berryessa Creek, or Coyote Creek. Four (4) of the 13 stations discharge directly into Coyote Creek. Wrigley-Ford Creek pump station discharges the tributary Wrigley, Ford, and Wrigley-Ford Creeks (owned and operated by the City of Milpitas) to Berryessa Creek.

The pump stations are input into the InfoWorks ICM model based on a combination of data obtained from record drawings and the previous City of Milpitas SDMP (2013). Conversations with City operations and maintenance staff confirmed there have been no changes to pump station capacities since 2013. As-built documents determine the pump station storage volumes, including the larger storage areas at California Circle and Hidden Lake. Where system drawings are not available, storage curves from previous work on the 2013 SDMP and ancillary studies were used. The City of Milpitas provided set levels for the pump stations on- and off-levels. Pumps are modeled as having a flat rate of discharge based on the peak operating levels. A sensitivity analysis validates this simplification, as discussed below.

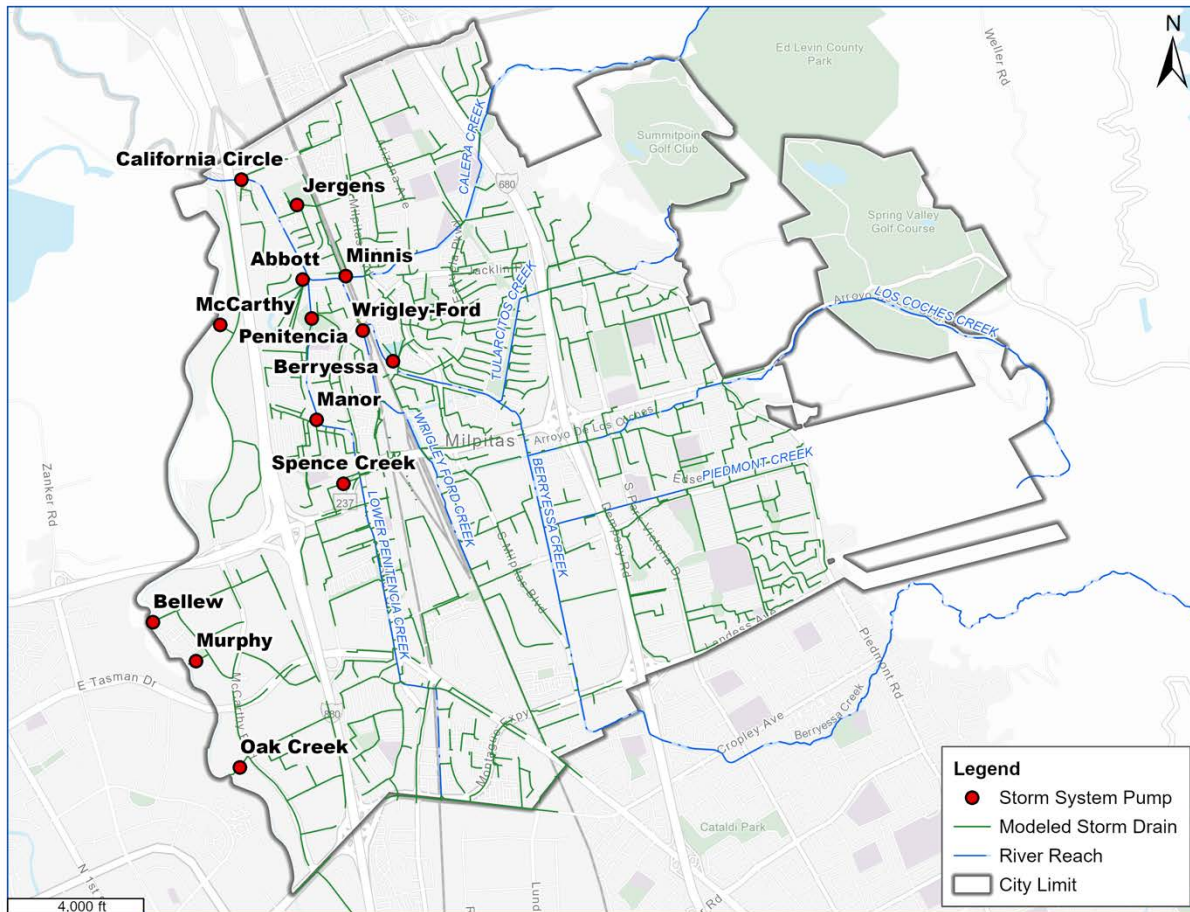


Figure 2-8: Pump Station Locations

Pumping Rate Sensitivity Analysis

To preserve the data associated with pump operation and simplify the ICM model, the pumps are not de-rated for minor losses; nor are pump curves inserted into the model. Pumps are modeled with a constant discharge set the maximum pump flow based on their pump curves. A sensitivity analysis has been performed to verify the validity of this assumption. The pipe or creek depth upstream and downstream of the pump station are compared using three pump capacity scenarios to test the pump capacity's sensitivity during the 100-yr storm, which exceeds the 10-year SDMP storm recurrence.

Downstream pipe depths are not sensitive to the pumping capacity, except at the Bellew, McCarthy, and Murphy Pump Stations that discharge to Coyote Creek, as summarized in Table 2-10. Since Coyote Creek is not specifically modeled and the pump discharges are in fact decoupled from the stage in the creek, these pump stations discharge under a free outfall condition, which artificially increases the sensitivity of the downstream water depth to pump capacity.

The sensitivity analysis indicates that the pumping capacity does not change the simulation outcome (maximum depth in the modeled downstream reaches) when the pumping capacity varies between 70% and 110% of its rated capacity. This constant-rate pump capacity methodology is deemed adequate for CIP formulation since there is no change in proposed CIPs based on a variable pumping rate tied to the creek stage at the pump station outfalls.

Table 2-10: Pump Station Sensitivity Analysis

| Max Water Depth (ft) during the 100-yr Event | | | | | | | |
|--|---------------|------|--------------------------|------|---------------------------|------|------------------|
| Pump Station | Base Scenario | | 70 % Pump Rated Capacity | | 110 % Pump Rated Capacity | | Receiving Creek |
| | U/S | D/S | U/S | D/S | U/S | D/S | |
| California | 1.9 | 10.9 | 3.5 | 10.8 | 1.9 | 10.9 | Lower Penitencia |
| Jurgens | 4.8 | 13.3 | 4.8 | 13.2 | 4.8 | 13.3 | Lower Penitencia |
| McCarthy | 10.2 | 4.8 | 11.0 | 3.7 | 11.0 | 4.5 | Coyote Creek |
| Minnis | 6.3 | 10.3 | 13.1 | 10.2 | 6.6 | 10.2 | Calera Creek |
| Abbott | 7.5 | 11.4 | 7.7 | 11.4 | 7.5 | 11.4 | Lower Penitencia |
| Penitencia | 2.2 | 10.7 | 2.2 | 10.6 | 2.2 | 10.7 | Lower Penitencia |
| Wrigley-Ford | 5.4 | 10.8 | 6.3 | 10.7 | 5.5 | 10.8 | Berryessa Creek |
| Berryessa | 6.0 | 9.8 | 6.3 | 9.8 | 6.1 | 9.8 | Berryessa Creek |
| Manor | 3.2 | 9.2 | 5.2 | 9.1 | 3.4 | 9.1 | Lower Penitencia |
| Spence Creek | 7.4 | 12.9 | 7.3 | 12.8 | 7.4 | 12.9 | Lower Penitencia |
| Bellew | 22.8 | 1.2 | 23.2 | 1.0 | 22.8 | 1.2 | Coyote Creek |
| Murphy | 11.4 | 4.0 | 12.3 | 3.8 | 12.0 | 5.2 | Coyote Creek |
| Oak Creek | 6.2 | 5.0 | 7.0 | 4.8 | 6.9 | 4.6 | Coyote Creek |

Open Channel Systems

The open channel systems are modeled as discussed in the following subsections. Most of the open channels in the Lower Penitencia-Berryessa and Upper Penitencia Watershed in the CTP model are shown, including Upper Penitencia Creek, Sierra Creek, Sweigert Creek, Berryessa Creek, Los Coches Creek, Tularcitos Creek, Calera Creek, Wrigley Creek, Ford Creek, Wrigley-Ford Creek, East Penitencia Creek, and Lower Penitencia Creek. Crosley Creek is not modeled explicitly because its banks are not adjacent to any man-made structures. Crosley Creek was accounted for in hydrologic routing. In the truncated SDMP model for this report, Upper Penitencia, Berryessa upstream of Highway 680, and Sierra Creeks are removed from the model and input as hydrographs.

Open channel cross-sectional geometry is from a variety of sources, including surveys, as-builts, permitted design plans, previous HEC-RAS models, and the 2006 LiDAR dataset. Each source is described in the following sections, while Figure 2-9 spatially displays each creek's cross-section source (channels designated as "Survey" displays the year of the survey). This assumes projects funded by Valley Water at the time of this master plan will be completed but does not include future planned projects.

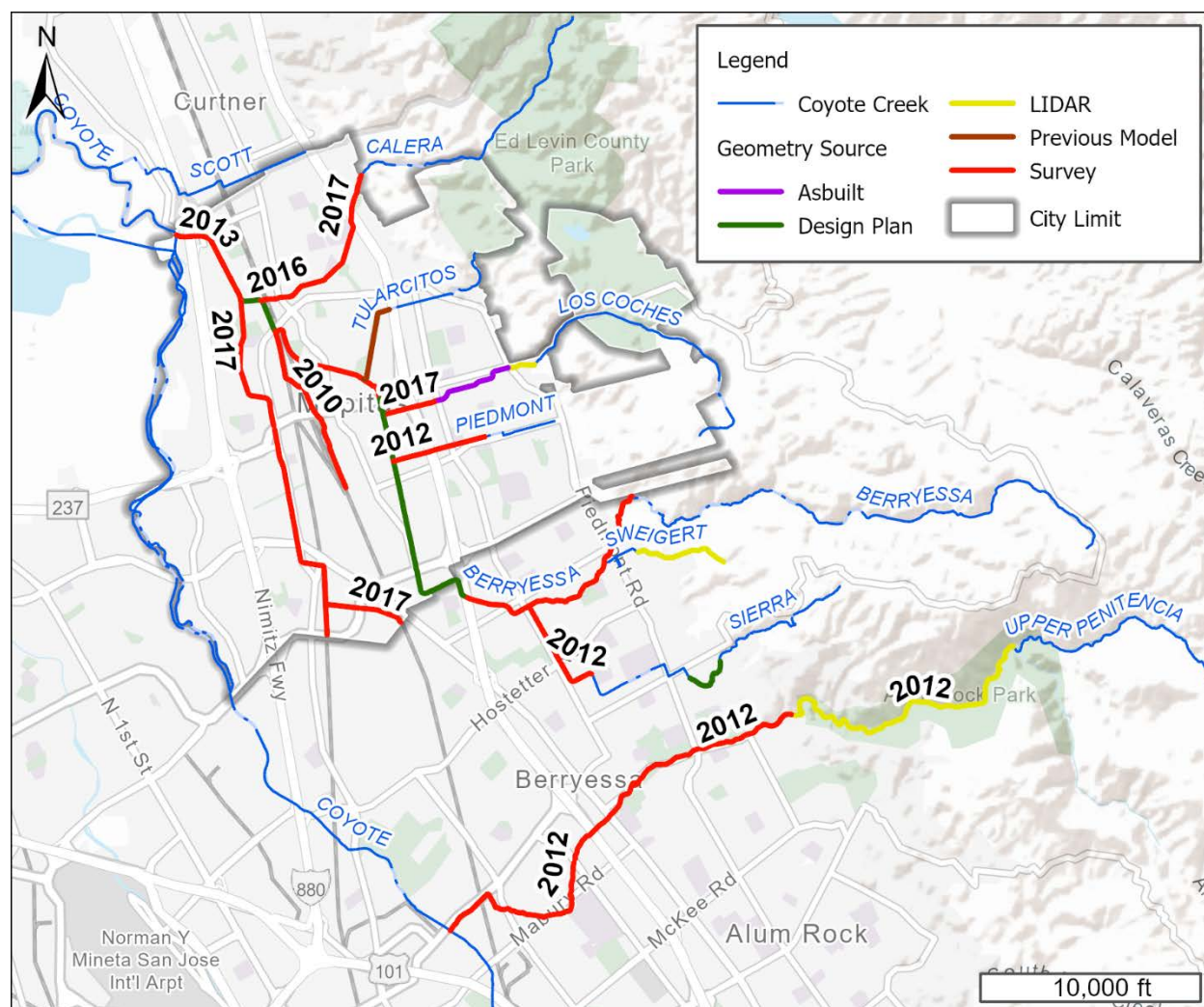


Figure 2-9: Map of Channel Cross Sectional Geometry Source

Levees and Floodwalls

All levees and floodwalls included in the model are assumed to not fail and therefore maintain flow within the channel to the top of bank, levee, or floodwall elevation. This produces the most conservative water surface elevation in the channel for storm drain modeling.

Storage Areas

Some storage areas in the model define pump station storage. California Circle Pump Station, Wrigley-Ford Pump Station, Berryessa Pump Station, Penitencia Pump Station, Jurgens Pump Station, and Abbott Pump Station are the pump stations with six storage areas defined. Storage areas are represented by stage-storage curves, which have been obtained from record drawings or previous studies.⁷ Another storage area in the model associated with a pump station is Dixon Landing Park, which is used to store surcharges upstream of Jurgens Pump Station.

⁷ "City of Milpitas Storm Drain Master Plan", Schaaf & Wheeler, July 2013

Table 2-11: Pump Station Storage Areas

| Pump Station | Storage Area |
|--------------------------------|--|
| California Circle Pump Station | Dixon Landing Lagoon |
| Berryessa Pump Station | Hidden Lake Lagoon |
| Penitencia Pump Station | Hall Park Lagoon |
| Abbott Pump Station | City of Milpitas Drainage Lagoon |
| Wrigley-Ford Pump Station | Storage area located where Ford Creek joins Wrigley-Ford Creek |
| Spence Creek Pump Station | Spence Creek Pump Station Storage Area |

Channel Bankline

Channel bank lines connect channel overbanks to 2D floodplains hydraulically. These lines' ground elevations are sampled from a GIS terrain to ensure smooth transitions from channel overbanks to the 2D floodplains.

Channel bank lines represent floodwalls along Lower Penitencia Creek, Calera Creek, and Berryessa Creek. These elevated tops of wall floodwall elevations have been converted from the as-builts georeferenced to ortho-imagery. These lines, when used as floodwalls, contain runoff within channels until and unless the floodwalls are overtopped.

A map of flood walls and levees is displayed as Figure 2-10.

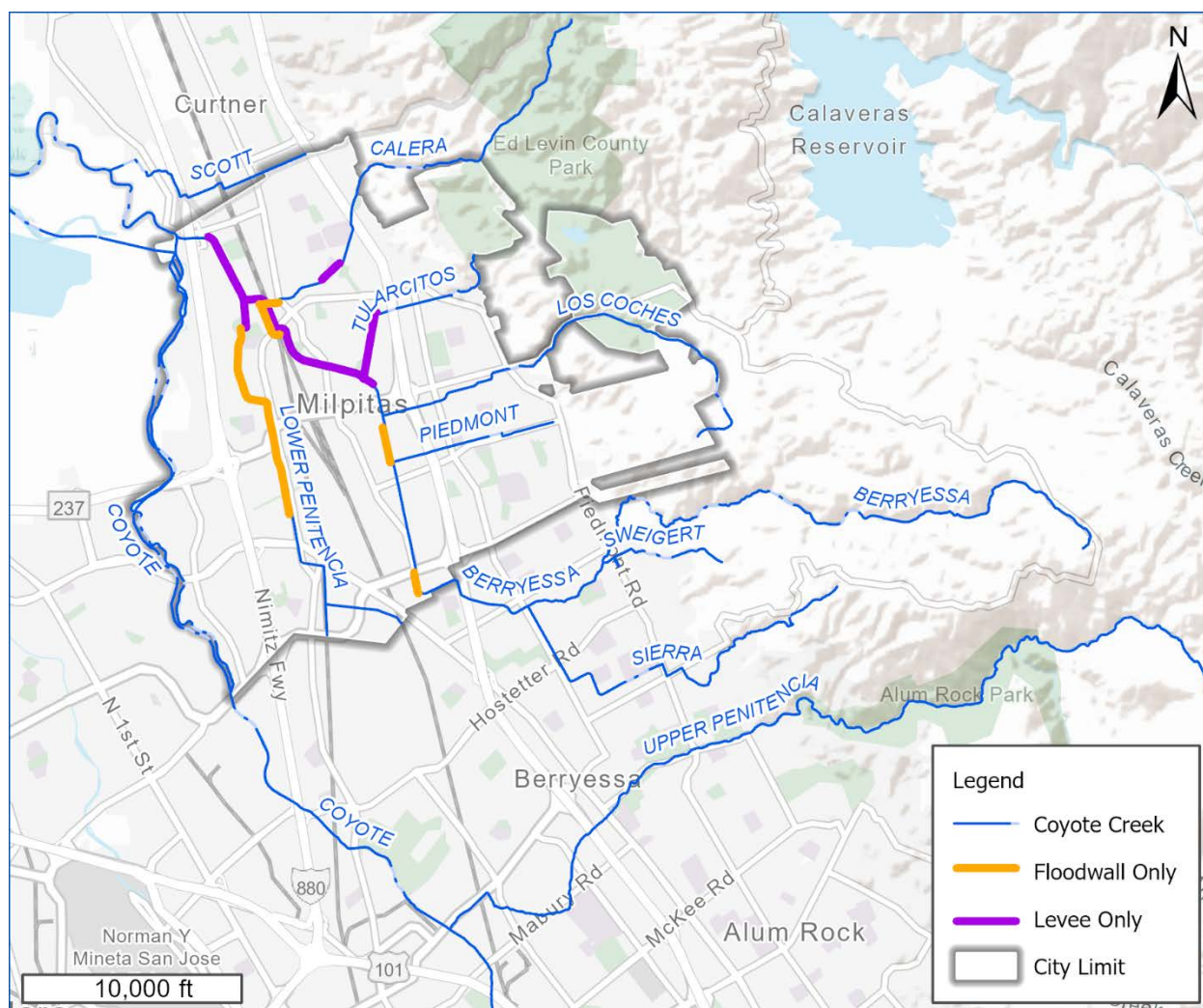


Figure 2-10: Flood Wall and Levee Map of the Berryessa/Penitencia Watershed

Two-Dimensional Surface

A two-dimensional (2D) surface is modeled and linked with pipe nodes to reflect flow exchanges and the hydraulic performance between different drainage facilities when pipe capacities exceed and flow spills to the 2D surface. The features that affect the predicted flooding extents with the spill to the 2D surface resolve the modeled 2D surface and surface roughness.

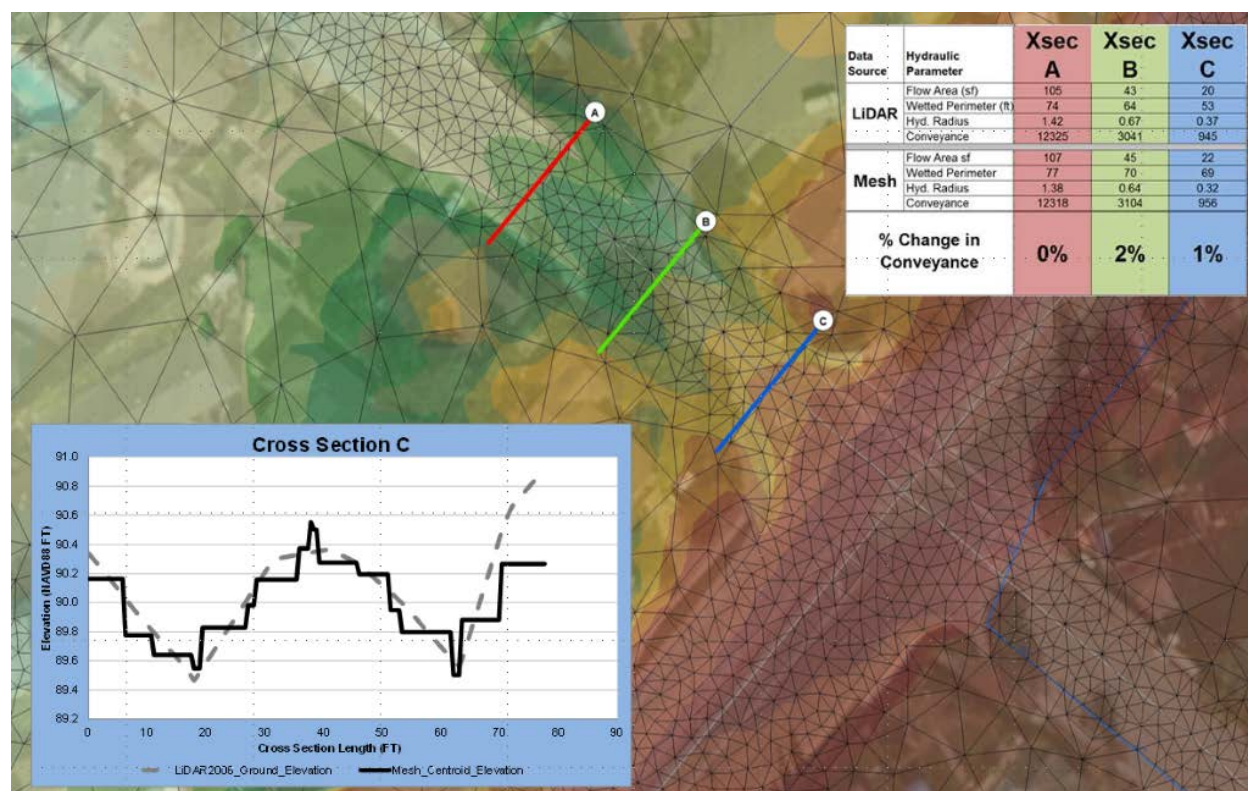


Figure 2-11: Cross Section Comparison between the Modeled vs. Terrain

Two-dimensional surface resolutions are classified into two groups. A high-resolution group built to reflect appropriate street conveyance. The model elements (triangles) representing the terrain resolution have sizes ranging from 25 to 500 square feet. The high-resolution group has sufficient accuracy in representing street conveyance, as indicated in Figure 2-11. The percent of cross-section conveyance difference between the modeled and original terrain is less than 5 percent.

A lower resolution group is built for other areas with no well-defined drainage conveyance geometry, such as open space, residential, and commercial areas. The model elements (triangles) that represent a lower resolution terrain have sizes ranging from 1,000 to 5,000 square feet.

Valley Water provided the LiDAR topographic terrain used for the 2D surface modeling and has a cell size/resolution of a 3-foot by 3-foot grid. In addition, known projects completed between the 2006 LiDAR and 2018 are inserted into the 2D surface as fill based on development design plans.

Two-dimensional Surface Manning's n Roughness

Surface roughness over the 2D grid is estimated with Manning's n values and is typically higher than the channel roughness because of the shallow flow characteristics. Aerial photography and land use classifications made estimates of Manning's n-values for the 2D surface by considering the density of buildings on the overbank and the base "n" values of the open areas of the buildings. Although the density of buildings and the presence of fences and other obstructions vary considerably across a given land use polygon, it is assumed that a general urban roughness value reasonably represents the effects of structures within the floodplain.

Surface land uses are categorized into four different Manning's n values displayed in Table 2-12:

Table 2-12: Floodplain Manning's n Values

| Floodplain Description | N value |
|--|----------------|
| Street | 0.025 |
| Open Space, Institution, Public Facilities | 0.03 |
| Commercial | 0.12 |
| Residential and Industrial | 0.13 |

Based on the above methodology, the model is sufficient to evaluate storm drain system performance for a 10-year design storm. The resulting flooding onto the two-dimensional surface identifies deficiencies that need correction with a Capital Improvement Program (CIP).

Chapter 3: Capital Improvement Program

This chapter describes deficiencies in major storm drain facilities and outfalls, historical problem areas, pumping and storage facilities, and other known flood hazards. Detailed descriptions of necessary capital improvement projects and their prioritization are provided in this chapter.

Existing Conditions Flooding

The master plan evaluates the existing storm drain system performance for the 10-year design storm. Figure 3-1 shows the flooding that is modeled to occur with the 10-year design storm. In this flood study, the master plan proposes CIP projects that can eliminate or ameliorate the identified inundation.

Existing conditions include the completion of City storm drain projects since previous master plans and Valley Water projects such as the Berryessa Creek and Lower Penitencia Creek Flood Protection Projects. A further reduction in existing conditions flooding relative to the prior master plan efforts is achieved by using a two-dimensional flow surface as described in Chapter 2. Previously, a more traditional method was used to evaluate existing conditions flooding and the need for capacity improvements. In more traditional methods, hydraulic gradients are compared to curb elevations and street capacities available to carry the storm drain overflows were made in the steady stage regime.

Now transient flood hydrographs are computed at each modeled node in the system. Available storage within the drainage system and on the ground surface are both considered in tandem. In general, there is less overflow, and the overflow that occurs results in less surface inundation. Therefore, the identified need for remedial capital improvement projects is lessened when compared to earlier studies.

Improvement Projects

Recommended CIP projects are identified graphically, and general project routes are given. The following color code is used throughout this chapter to highlight system performance and general CIP prioritization, as described by Table 3-1:

| | |
|---------------|---|
| Green | Satisfactory Performance / No Improvement Necessary |
| Red | High Priority Project |
| Orange | Low Priority Project |

CIP priorities are assigned based on inundation impact in the existing condition. A high-priority CIP project addresses extensive flooding on residential or commercial properties that spreads across several streets and can widely disrupt traffic, residential and commercial activities. A low-priority CIP project manages flooding only in streets, minor flooding on properties, or flooding that can only be partially alleviated. No numeric threshold was used in categorizing CIP priorities. The tables of statistics associated with each collection system group give a general indication of the capital expenditure level necessary to correct storm drain deficiencies. Sometimes installing additional pipe lengths is required to complete corrective action.

City-owned storm drainpipes 12 inches and larger in diameter have been evaluated. Pipes that act as laterals are not in the mainline analysis but are assumed to be part of the system that delivers flow into the main drainage lines.

Alternative Improvement Projects

To increase storm drain system capacity, two essential types of projects are available: installing a new relief sewer parallel to the system lacking capacity; or replacing the overloaded pipe with a larger diameter pipe in the same alignment. The two alternatives can be made equivalent to one another using the following formula, assuming that pipe material and length are equal:

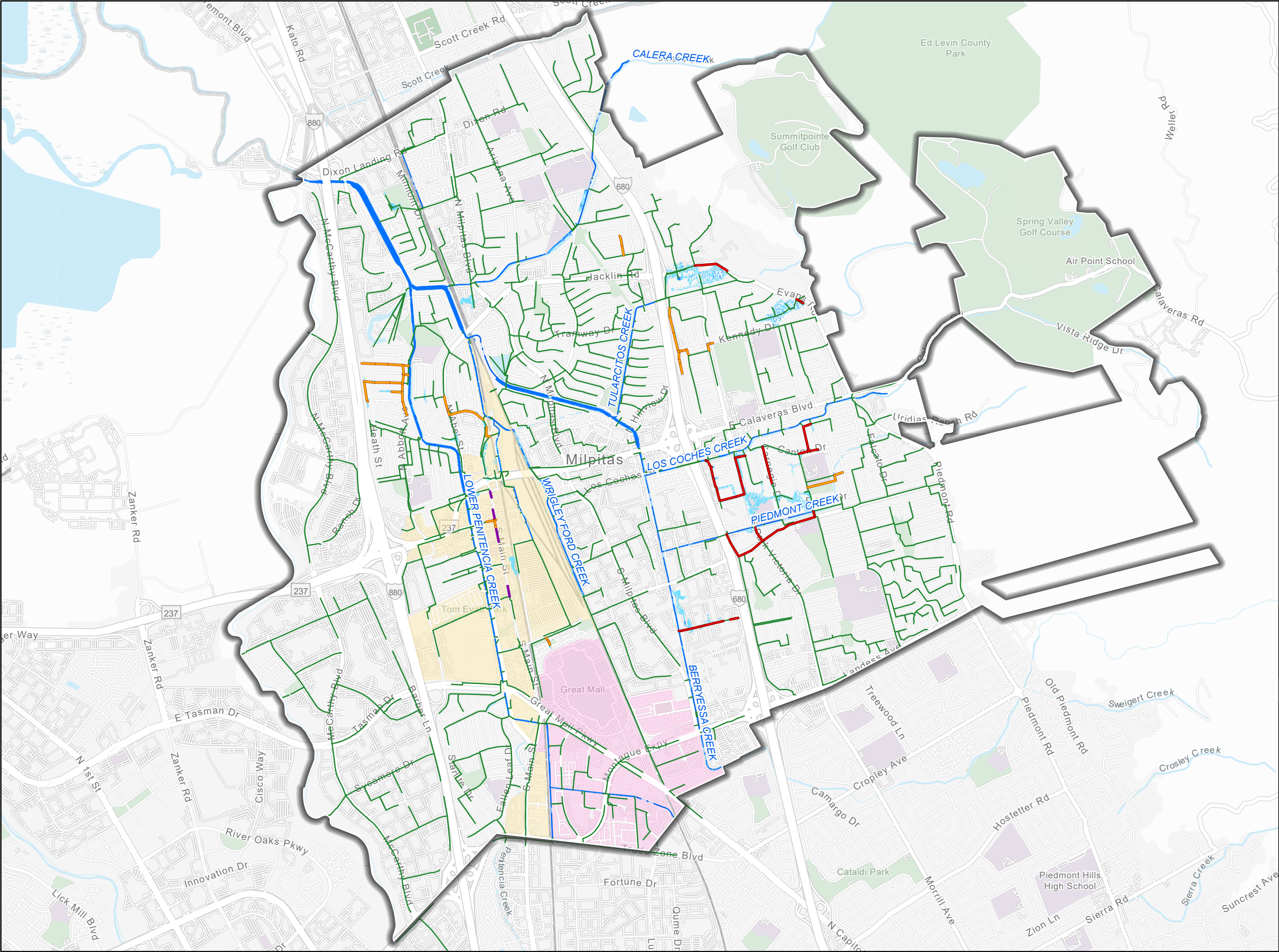
$$D_R = \left(D_e^{2.63} + D_p^{2.63} \right)^{0.38}$$

where D_R = diameter of replacement pipe;
 D_e = diameter of overloaded pipe; and
 D_p = diameter of parallel relief drain.

The City's selection of a capacity improvement strategy will vary from project to project and be governed by construction constraints, including available rights-of-way and existing utilities. It is most likely that the storm drain CIP for Milpitas will utilize parallel relief drains unless right-of-way and utility constraints appear to favor the pipe's actual replacement, which is more costly.

Installing new parallel drains should be more cost-effective than replacing pipes in most cases since the required pipe size is smaller, and the existing pipe does not need removal. Given the 50 percent contingency applied to unit cost estimates, there is no differentiation between the cost of pipe replacement and parallel drain installation in the CIP. (That is, the cost of existing pipe removal is included in the large contingency.)

Therefore, the default project for in-street improvements is a parallel relief drain, while the default project for improvements within existing off-street easements is pipe replacement. The CIP assumes storm drain size is not allowed to decrease in the downstream direction. Thus, an additional downstream pipe may be listed in the CIP, although there is no indication of substandard storm drain performance based on hydraulic grade calculations.



Existing Conditions

10-Year Floodplain

Lower Penitencia-Berryessa Watershed

September 2021

Legend

Modeled Storm Drain

River Reach

City Limit

CIP Priority

Low

High

Specific Plan Extension

Flood Depth (ft)

0 - 1.0

> 1.0

Land Use - Specific Plan

Main Street Gateway

Milpitas Metro

SOURCES:

Schaaf & Wheeler

InfoWorks ICM Model Results

N

0 1,250 2,500

Feet

Vicinity Map

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

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Figure 3-1

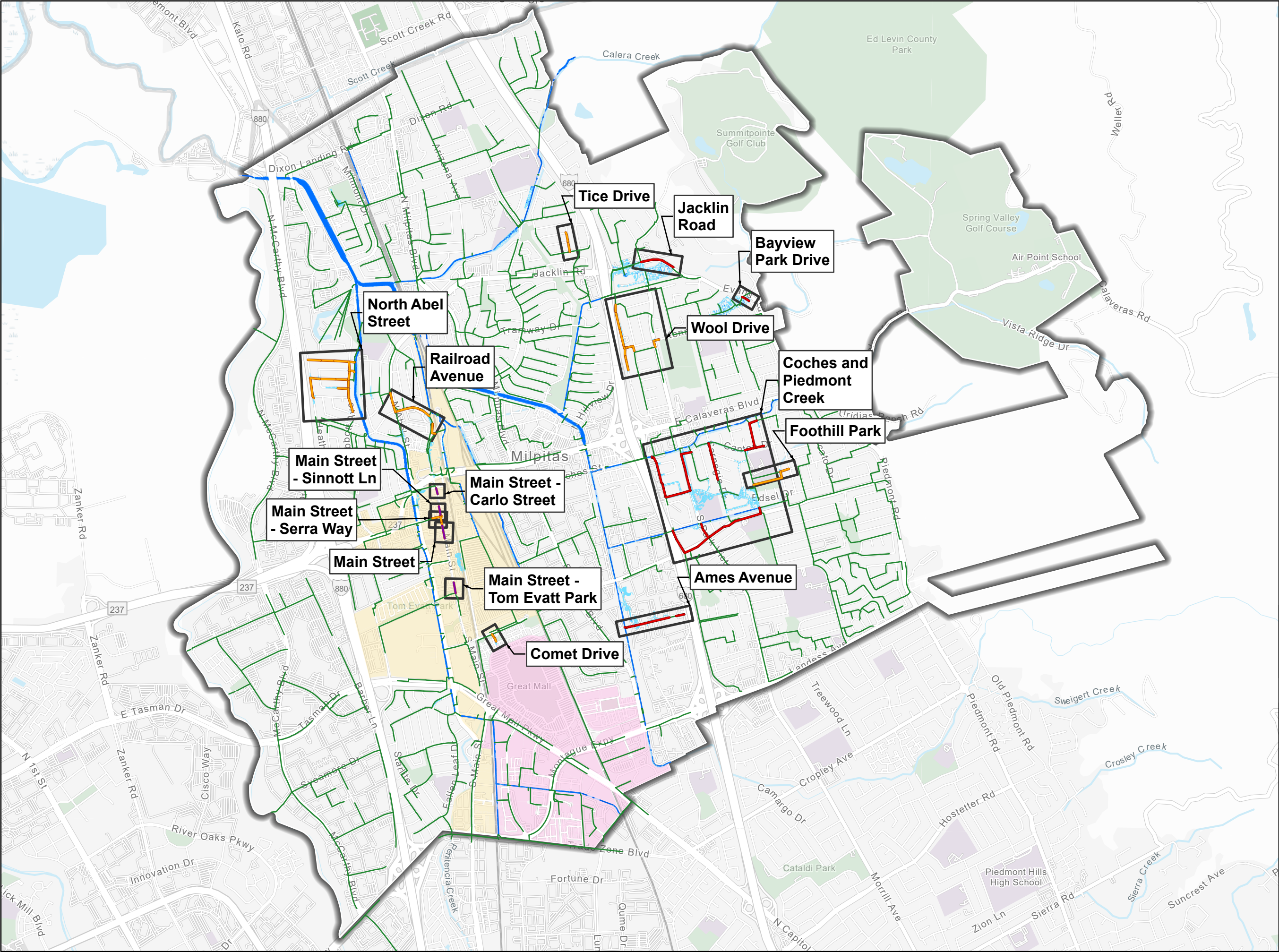
Capital Improvement Program

CIP projects are identified in Figure 3-2 and Table 3-1, which will correct inadequate storm drain capacity caused primarily by undersized pipes during a 10-year design storm. The inundation areas that each of the projects specifically address is shown in Figures 3-4 to 3-10. Detailed figures for each CIP project are included in Appendix A.

Table 3-2 provides high priority CIP details including both the parallel and replacement options. Table 3-3 serves the same function for the low priority CIP. The high priority CIP is 20 years. Low priority projects would not commence until the high priority CIP is completed in its entirety, unless there is associated work wherein a low priority project can be ancillary or conditioned. Each CIP project, whether high or low priority, has been established so that there would be no adverse hydraulic impacts associated with its completion. Therefore, there is no required order to the high or low priority projects. The City may complete capital projects in any order and spread projects throughout the twenty-year CIP.

However, the fourteen (14) identified CIP projects do not resolve surcharges from high creek levels downstream of the storm drain network, nor do they address inlets or manholes at isolated low points with low ground cover. The inundated areas are areas not resolved by the fourteen CIP projects, shown in Figure 3-3. These areas would only be resolved by major creek projects (outside of the scope of this Master Plan) or by the installation of small, localized pump stations, all found to be cost-prohibitive. The inundations are located mainly on the streets and empty lots. There is minor flooding on residential and commercial properties.

Figure 3-3 shows that Dixon Landing Park has been intentionally flooded by design, to avoid a larger pump station when Jurgens Pump Station was constructed in 1983. However, this situation has proved to be untenable. A high priority CIP for Jurgens Pump Station is identified to provide the necessary pumping capacity and remedy this problem.



**Existing Conditions
10-Year
Floodplain**

Lower Penitencia-
Berryessa Watershed

August 2021

Legend

- Modeled Storm Drain
- River Reach
- City Limit
- CIP Priority
 - Low
 - High
- Specific Plan Extension
- CIP Location
- Flood Depth (ft)
 - 0 - 1.0
 - > 1.0
- Land Use - Specific Plan
 - Main Street Gateway
 - Milpitas Metro

SOURCES:
Schaaf & Wheeler
InfoWorks ICM Model Results

N

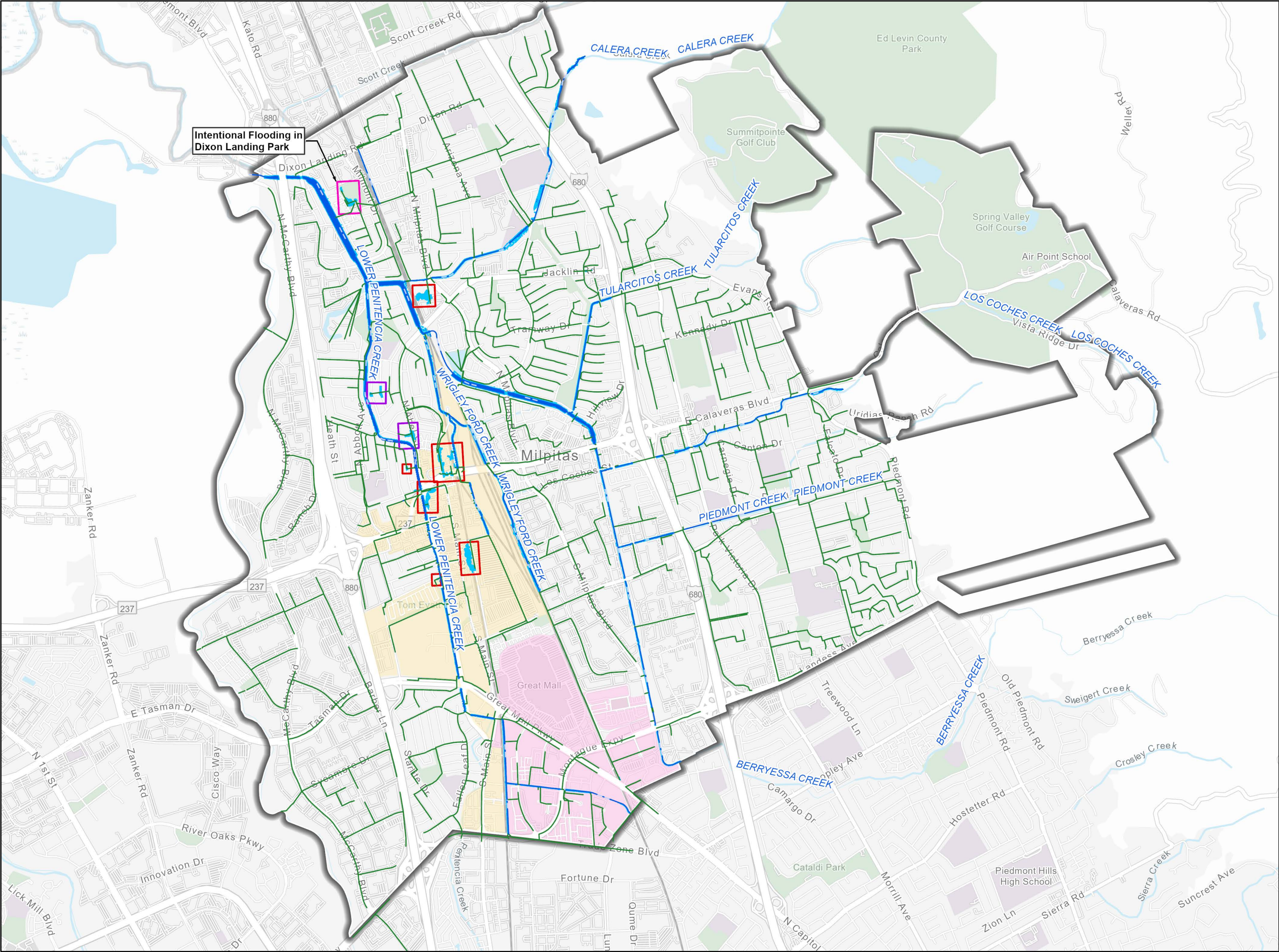
0 1,250 2,500
Feet

Vicinity Map

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

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Figure 3-2



**Post-CIP
10-Year Floodpain**

Lower Penitencia-
Berryessa Watershed

April 2021

Legend

Modeled Storm Drain
River reach
City Limit

Land Use

Midtown Specific Plan
Metro Area Specific Plan

Remaining Inundation

High Creek Level
Intentional Flooding
Low Point

Flood Depth (ft)

0 - 1.0
> 1.0

SOURCES:
Schaaf & Wheeler
InfoWorks ICM Model Results

N

0 1,250 2,500
Feet

Vicinity Map

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Figure 3-3

Milpitas Storm Drainage CIP

A1

SD Improvements

Page 1 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

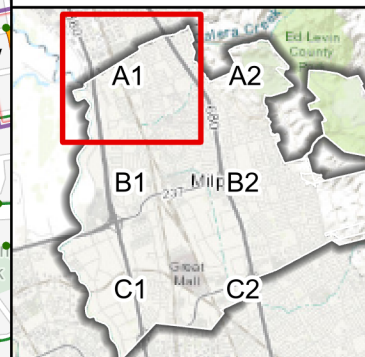
- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map



Milpitas Storm Drainage CIP

A2

SD Improvements

Page 2 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

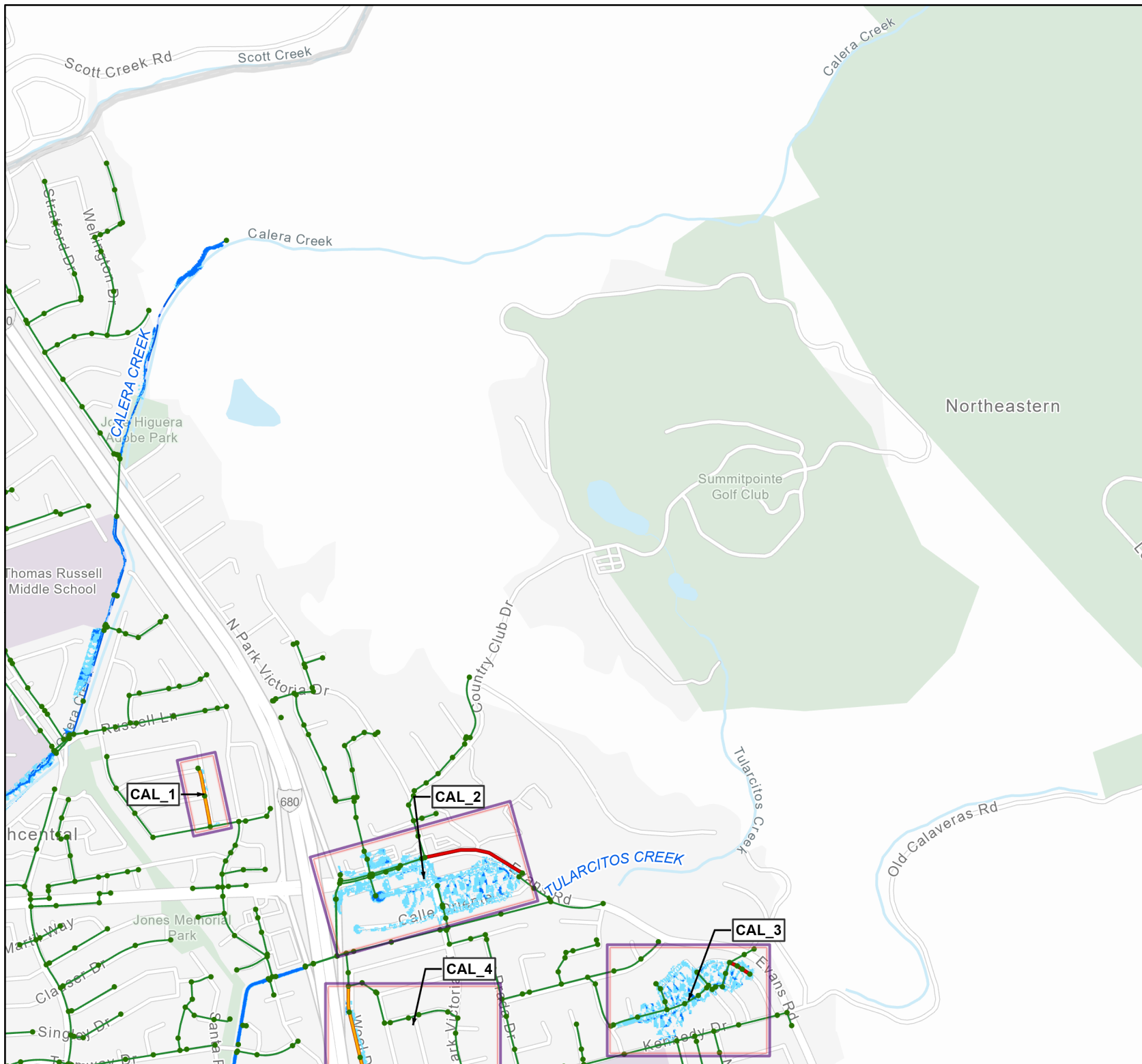
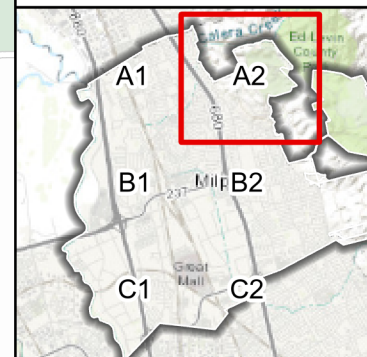
- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map



Milpitas Storm Drainage CIP

B1

SD Improvements

Page 3 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

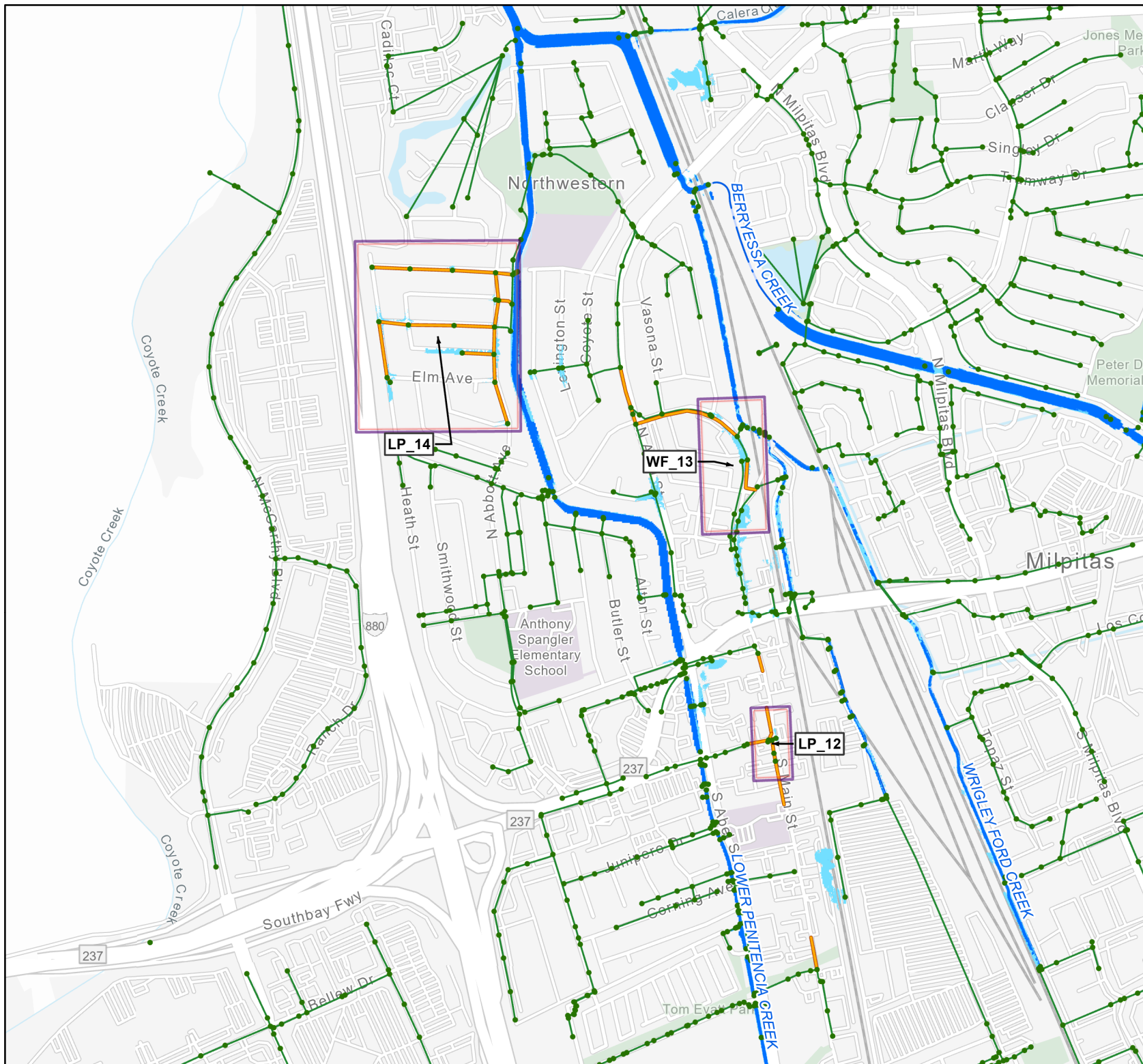
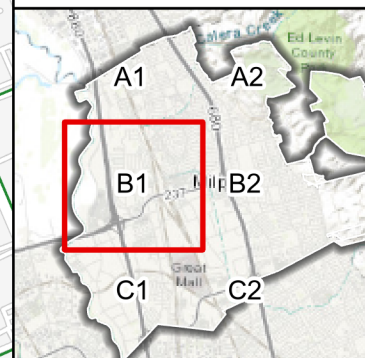
- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map



Milpitas Storm Drainage CIP

B2

SD Improvements

Page 4 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

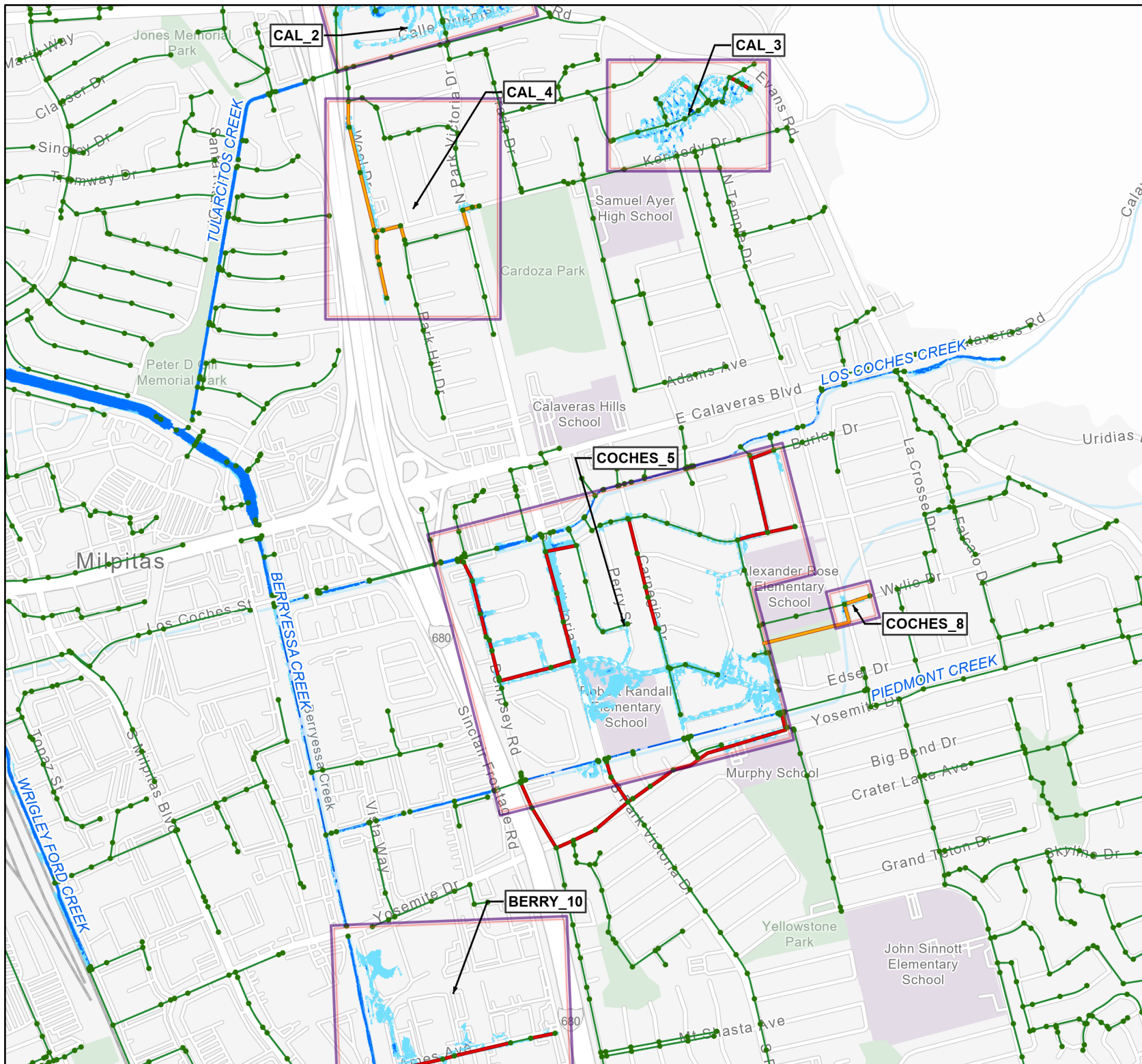
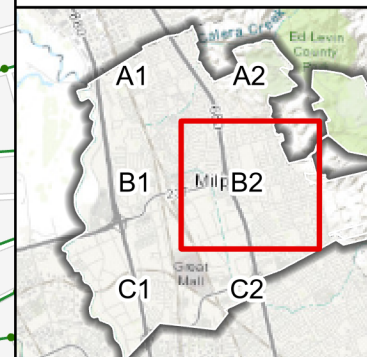
- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map



Milpitas Storm Drainage CIP

C1

SD Improvements

Page 5 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

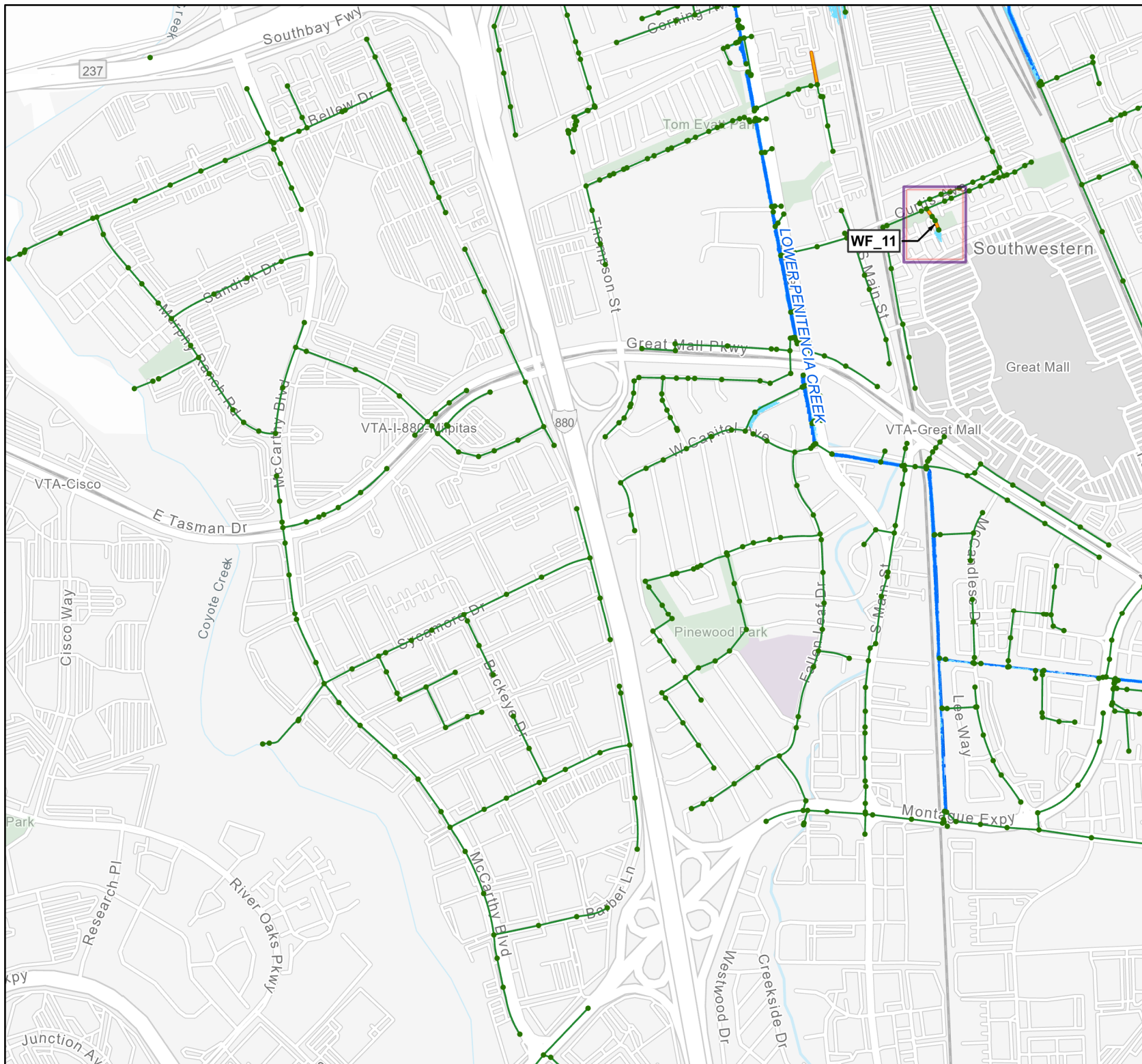
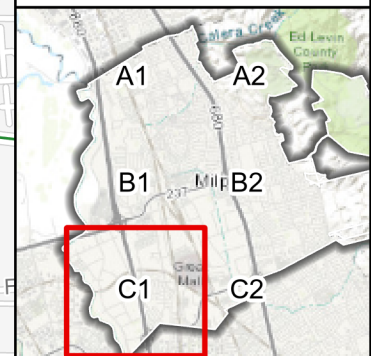
- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map



Milpitas Storm Drainage CIP

C2

SD Improvements

Page 6 of 6

Legend

- Storm Drain Manhole
- Modeled Storm Drain
- River Reach
- Inundation Addressed

CIP Priority

- Low
- High

Flood Depth (ft)

- 0 - 1.0
- > 1.0

*Pipe annotation: "x to y" where x is existing size and y indicates proposed



1 inch : 1,200 feet

Vicinity Map

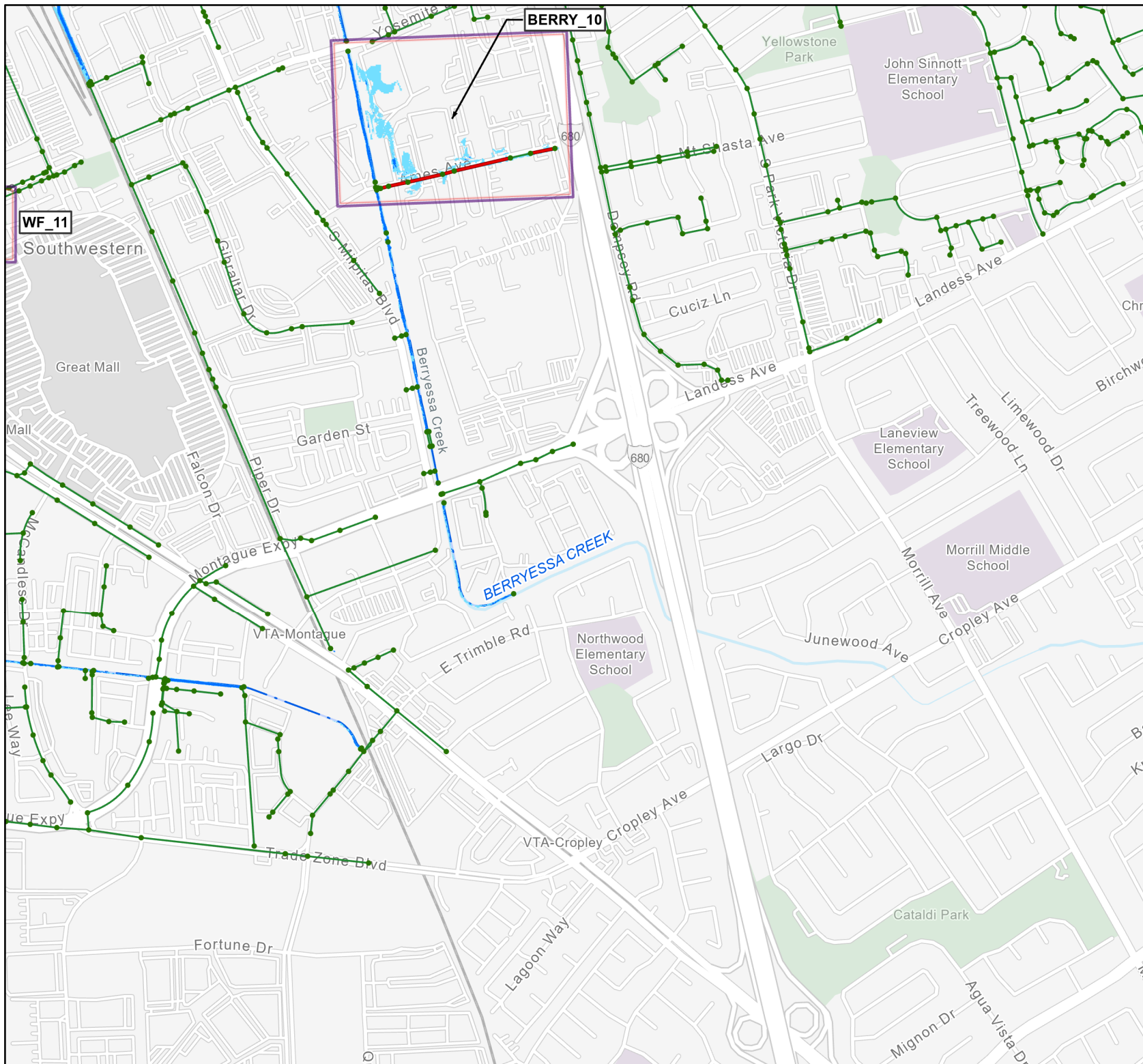
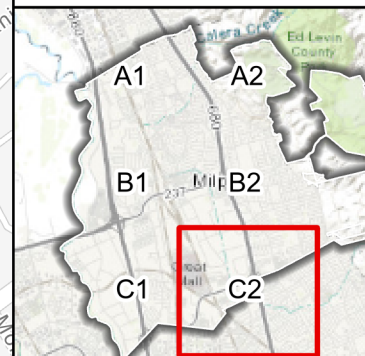


Table 3-1: Capital Improvement Projects

| ID | Project | Priority | Replacement Option | Parallel Option |
|----------|---------------------------|----------|--|--|
| CAL_2 | Jacklin Road | High | Install approximately 950 LF of 30-inch RCP along Jacklin Rd between Calle Oriente and N Park Victoria Dr. | Use replacement option. |
| CAL_3 | Bayview Park Drive | High | Replace approximately 210 LF of existing 12-inch RCP on Bayview Park Dr with 24-inch RCP. | Install approximately 210 LF of 24-inch RCP on N Bayview Dr. |
| COCHES_5 | Coches and Piedmont Creek | High | Replace approximately 490 LF of existing 12-inch RCP on Edsel Dr between Dempsey Rd and Shirley Dr with 36-inch RCP.
Replace approximately 640 LF of existing 18-inch RCP and approximately 710 LF of existing 21-inch RCP with 36-inch RCP on Dempsey Road between Edsel Dr to the outfall. | Install approximately 1840 LF of 36-inch RCP on Edsel Dr between Dempsey Rd and Shirley Dr and on Dempsey Road between Edsel Dr to the outfall. |
| | | | Install approximately 350 LF of 18-inch RCP from Rodrigues Ave to S Park Victoria Dr. Install approximately 1390 LF of 36-inch RCP from S Park Victoria Dr to Edsel Dr., directing flow away from Los Coches Creek. | Use replacement option of installing approximately 350 LF of 18-inch RCP from Rodrigues Ave to S Park Victoria Dr. Install approximately 1390 LF of 36-inch RCP from S Park Victoria Dr to Edsel Dr., directing flow away from Los Coches Creek. |
| | | | Replace approximately 710 LF of existing 27-inch RCP and 490 LF of existing 30-inch RCP with 36-inch RCP on Carnegie Dr between Mercury Ct and Canton Dr. | Replace approximately 710 LF of existing 27-inch RCP and 490 LF of existing 30-inch RCP with 36-inch RCP on Carnegie Dr between Mercury Ct and Canton Dr. |
| | | | Connect existing at Burley Drive outfall to new improvements where Lawton Dr and Canton Dr intersects with approximately 920 LF of new 24-inch RCP to direct flow away from Los Coches Creek. | Use replacement option for connect existing at Burley Drive outfall to new improvements where Lawton Dr and Canton Dr intersects with approximately 920 LF of new 24-inch RCP to direct flow away from Los Coches Creek. |
| | | | Replace approximately 260 LF of existing 12-inch RCP with 18-inch RCP on Canton Dr between Beacon Dr and Lawton Dr. Replace approximately 280 LF of existing 12-inch RCP with 24-inch RCP on Canton Dr between Lawton Dr and Roswell Dr. | Install 15-inch RCP on Canton Dr between Beacon Dr and Lawton Dr. Install 24-inch RCP on Canton Dr between Lawton Dr and Roswell Dr. |
| | | | Install approximately 1260 LF of 54-inch RCP on Yosemite Dr between Roswell Dr and Zion Ct. Replace approximately 250 LF of existing 12-inch RCP with 54-inch RCP on Yosemite Dr between Zion Ct and S Park Victoria Dr. Install approximately 390 LF of 54-inch RCP on Yosemite Dr from S Park Victoria Dr to existing main between S Park Victoria Dr and Dempsey Rd. Replace approximately 220 LF of existing 18-inch RCP and approximately 170 LF of existing 33-inch RCP on Yosemite Dr between S Park Victoria Dr to Dempsey Rd with 60-inch RCP. Replace approximately 690 LF of existing 42-inch RCP on Dempsey Rd | Use replacement option. |

| ID | Project | Priority | Replacement Option | Parallel Option |
|----------|-------------------|----------|---|--|
| | | | between Yosemite Dr and the outfall with 60-inch RCP.
Remove or abandon approximately 274 LF of existing 39-inch RCP, approximately 170 LF of existing 42 – inch RCP, and outfall along S Park Victoria Dr. Install approximately 425 LF of 30-inch RCP to direct flow away from Piedmont Creek from the 3 inlets along S Park Victoria Park Dr. currently draining to Piedmont Creek in approximately 25 LF of 15-inch RCP. | |
| BERRY_10 | Ames Avenue | High | On Ames Ave replace approximately 230 LF of existing 18-inch RCP with 24-inch RCP. Replace approximately 640 LF of existing 24-inch RCP with 30-inch RCP. Replace approximately 510 LF of existing 24-inch RCP with 42-inch RCP. Replace approximately 80 LF of 30-inch RCP and approximately 50 LF of existing 30-inch CMP with 42-inch RCP. | Install approximately 1050 LF of 24-inch RCP and approximately 430 LF of 42-inch RCP on Ames Ave. |
| LP_14 | North Abel Street | Low | Replace approximately 160 LF of existing 12-inch RCP on Maple Ave with 24-inch RCP. | Parallel option: Install approximately 160 LF of 24-inch RCP on Maple Ave. |
| | | | Along Redwood Ave, replace approximately 740 LF of existing 15-inch RCP and 400 LF of existing 21-inch RCP with 30-inch RCP, and 160 LF of existing 24-inch RCP with 36-inch RCP. | Install approximately 1,300 LF of 24-inch RCP in Redwood Ave from Heath St to the existing Abbott Ave SD. |
| | | | On Abbott Ave, replace approximately 400 LF of existing 15-inch RCP with 24-inch RCP between Walnut Dr and Elm Ave; approximately 255 LF of existing 21-inch RCP from Elm Ave to Willow Ave and approximately 250 LF of existing 24- inch RCP with 42-inch RCP from Willow Ave to Chestnut Ave.
Install approximately 520 LF of 42-inch RCP in Abbott Ave from Chestnut to Redwood Ave. | Install approximately 1,425 LF of 36-inch RCP in Abbott Ave from Walnut Dr to Redwood Ave. |
| | | | Along Chestnut Ave, replace approximately 270 LF of existing 18- inch RCP, 420 LF of existing 21-inch RCP, and 370 LF of existing 24-inch RCP with 42-inch RCP. | Install approximately 1,060 LF of 36-inch RCP in Chestnut Ave from Heath St to Abbott Ave. |
| | | | Replace approximately 50 LF of 12-inch RCP and 520 LF of 15-inch RCP with 42-inch RCP in Heath St from Elm Ave to Chestnut Ave. | Install approximately 520 LF of 36-inch RCP in Heath St from Elm Ave to Chestnut Ave. |
| CAL_4 | Wool Drive | Low | Replace approximately 315 LF of existing 15-inch RCP and approximately 350 LF of existing 18-inch RCP on Moretti Ln to Kennedy Dr with 24-inch RCP.
Replace approximately 70 LF of existing 18-inch RCP and approximately 540 LF of existing 27-inch RCP with 30-inch RCP on Moretti Ln and Wool Dr adjacent to | Install approximately 570 LF 24-inch RCP on Moretti Ln to Kennedy Dr.
Install approximately 1270 LF 30-inch RCP on Wool Dr from Kennedy Dr. |

| ID | Project | Priority | Replacement Option | Parallel Option |
|----------|-------------------------|----------|---|--|
| | | | Kennedy Dr. Replace approximately 660 LF of existing 27-inch RCP on Wool Dr with 36-inch RCP between Kennedy Dr and Traughber St. | |
| | | | Replace approximately 150 LF of existing 12-inch RCP on Kennedy Dr and approximately 170 LF of existing 15-inch RCP on N Park Victoria Dr between Kennedy Dr and Park View Dr with 18-inch RCP. | Install approximately 150 LF of 18-inch RCP on Kennedy Dr and approximately 170 LF of 18-inch RCP on N Park Victoria Dr between Kennedy Dr and Park View Dr. |
| | | | Replace approximately 920 LF of existing 27-inch RCP extending from Park View Dr to Kennedy Dr to where it intersects with Wool Dr with 30 RCP. | Install approximately 920 LF of 18-inch RCP extending from Park View Dr to Kennedy Dr to where it intersects with Wool Dr. |
| COCHES_8 | Foothill Park | Low | Replace approximately 250 LF of existing 12-inch RCP with 24-inch RCP on Wylie Dr between Bixby Dr and Temple Dr. Install approximately 150 LF of 30-inch RCP along S Temple Dr. from Wylie Dr. and then approximately 800 LF of 30-inch RCP between S Temple Dr. and Roswell Dr. | Use replacement option. |
| CAL_1 | Tice Drive | Low | Replace approximately 260 LF of existing 12-inch RCP and approximately 290 LF of existing 15-inch RCP on Tice Dr. between Rivera St and Horcajo St with 18-inch RCP. | Install approximately 610 LF of 18-inch RCP on Tice Dr between Rivera St and Horcajo St. |
| WF_11 | Comet Drive | Low | Replace approximately 220 LF of existing 12-inch RCP with 24-inch RCP on Comet Dr between Metro Walk Dr and Curtis Ave. | Install approximately 220 LF of 24-inch RCP on Comet Dr between Metro Walk Dr and Curtis Ave. |
| WF_13 | Railroad Avenue | Low | Install approximately 350 LF of 36-inch RCP from Railroad Ave to Marylinn Dr. Install approximately 1020 LF of 42-inch x 28-inch rectangular RCP along Marylinn Dr to N Abel St. Replace the approximately 150 LF of existing 24-inch RCP with 42-inch x 28-inch rectangular RCP. | Use replacement option. |
| LP_12 | Main Street – Serra Way | Low | Replace approximately 190 LF of existing 12-inch RCP on S Main St with 15-inch RCP. Replace approximately 270 LF of existing 12-inch RCP from S Main St to Serra Way with 18-inch RCP. | Install approximately 190 LF of 15-inch RCP on S Main St. Install approximately 270 LF of 18-inch RCP from S Main St to Serra Way. |

Table 3-2: High Priority Capital Improvement Program

| ID | Name | Location | From | To | Replacement Option | | Parallel Option | |
|----------|---------------------------|-----------------|-------------------|-----------------|--------------------|-------------|------------------------|-------------|
| | | | | | Size (in) | Lineal Feet | Size (in) | Lineal Feet |
| CAL_2 | Jacklin Road | Jacklin Rd | Calle Oriente | N Park Victoria | 30 | 950 | Use replacement option | |
| CAL_3 | Bayview Park Dr | Bayview Park Dr | | | 24 | 210 | 24 | 210 |
| COCHES_5 | Coches and Piedmont Creek | Edsel Dr | Dempsey Rd | Shirley Dr | 36 | 490 | 36 | 490 |
| | | Dempsey Rd | Edsel Dr | Outfall | 36 | 1,350 | 36 | 1,350 |
| | | Canton Dr | Rodriguez Ave | S Park Victoria | 18 | 350 | 18 | 350 |
| | | S Park Victoria | Canton Dr | Edsel Dr | 36 | 1,390 | 36 | 1,390 |
| | | Carnegie Dr | Mercury Ct | Canton Dr | 36 | 710 | 36 | 710 |
| | | Lawton Dr | Burley Dr | Canton Dr | 24 | 920 | 24 | 920 |
| | | Canton Dr | Beacon Dr | Lawton Dr | 18 | 260 | 15 | 260 |
| | | Canton Dr | Lawton Dr | Roswell Dr | 24 | 280 | 24 | 280 |
| | | Yosemite Dr | Roswell Dr | Zion Ct | 54 | 1,260 | Use replacement option | |
| | | Yosemite Dr | Zion Ct | S Park Victoria | 54 | 250 | | |
| | | Yosemite Dr | S Park Victoria | (E) Storm Drain | 54 | 390 | | |
| | | Yosemite Dr | S Park Victoria | Dempsey Rd | 60 | 390 | | |
| | | Dempsey Rd | Yosemite Dr | Outfall | 60 | 690 | | |
| | | S Park Victoria | S Park Victoria | Piedmont Creek | 30 | 425 | | |
| BERRY_10 | Ames Avenue | Ames Ave | Sinclair Frontage | | 24 | 230 | 24 | 230 |
| | | Ames Ave | | | 30 | 640 | 24 | 610 |
| | | Ames Ave | | | 42 | 510 | 24/42 | 210/300 |
| | | Ames Ave | | Berryessa Creek | 42 | 130 | 42 | 130 |

Table 3-3: Low Priority Capital Improvement Program

| ID | Name | Location | From | To | Replacement Option | | Parallel Option | |
|----------|-------------------------|-----------------|---------------|-----------------|--------------------|-------------|------------------------|-------------|
| | | | | | Size (in) | Lineal Feet | Size (in) | Lineal Feet |
| LP_14 | North Abel Street | Maple Ave | Abbott Ave | Lower Pen Ck | 24 | 160 | 24 | 160 |
| | | Redwood Ave | Heath Street | | 30 | 1,140 | 24 | 1,300 |
| | | | | Abbot Ave SD | 36 | 160 | | |
| | | Abbott Ave | Walnut Dr | Elm Ave | 24 | 400 | 24 | 1,425 |
| | | Abbott Ave | Elm Ave | Willow Ave | 42 | 255 | | |
| | | Abbott Ave | Willow Ave | Chestnut Ave | 42 | 250 | | |
| | | Abbott Ave | Chestnut Ave | Redwood Ave | 42 | 520 | | |
| | | Chestnut Ave | Heath St | Abbott Ave | 42 | 1,060 | 36 | 1,060 |
| CAL_4 | Wool Drive | Heath St | Elm Ave | Chestnut Ave | 42 | 570 | 36 | 520 |
| | | Moretti Ln | | Kennedy Dr | 24 | 665 | 24 | 570 |
| | | Wool Dr | Kennedy Dr | | 30 | 610 | 30 | 1,270 |
| | | Wool Dr | | Traughber St | 36 | 660 | | |
| | | Kennedy Dr | Cardoza Park | N Park Victoria | 18 | 150 | 18 | 150 |
| | | N Park Victoria | Park View Dr | Kennedy Dr | 18 | 170 | 18 | 170 |
| COCHES_8 | Foothill Park | Kennedy Dr | Park View Dr | Wool Dr | 30 | 920 | 18 | 920 |
| | | Wylie Dr | Bixby Dr | Temple Dr | 24 | 250 | Use replacement option | |
| | | S Temple Dr | Wylie Dr | SD Easement | 30 | 150 | | |
| CAL_1 | Tice Drive | Tice Dr | Rivera St | Horcajo St | 30 | 800 | | |
| CAL_1 | Tice Drive | Tice Dr | Rivera St | Horcajo St | 18 | 550 | 18 | 610 |
| WF_11 | Comet Drive | Comet Dr | Metro Walk Dr | Curtis Ave | 24 | 220 | 24 | 220 |
| WF_13 | Railroad Avenue | Railroad Ave | | Marylinn Dr | 36 | 350 | Use replacement option | |
| | | Marylinn Dr | Railroad Ave | N Abel St | 42x28 | 1,170 | | |
| LP_12 | Main Street – Serra Way | S Main St | | Serra Wy | 15 | 190 | 15 | 190 |
| | | Serra Way | S Main St | Serra Wy | 18 | 270 | 18 | 270 |

Underserved Areas

Potential future CIP projects have been identified within areas currently underserved by storm drainage infrastructure to address potential future development needs within those areas and the connection of new storm drainage infrastructure to the City's system. Main Street Gateway Specific Plan and Milpitas Metro Specific Plan (formerly Transit Area Specific Plan) are recognized as underserved areas (see Figure 3-3) within the city. The Milpitas Metro Specific Plan area is now almost entirely built out, and there are no longer identified areas that do not have adequate storm water runoff collection systems.

However, some vacant and underutilized parcels hold potential for development or redevelopment. Four (4) potential CIP projects are proposed to address those that do not have a storm drain line serving them already in the Main Street Gateway Specific Plan. These projects are identified in Table 3-4, and detailed maps are included in Appendix A. The identified projects have no priority. While they are not necessary to correct deficiencies within the existing storm drain system, they will need to be built when the developments they service occur.

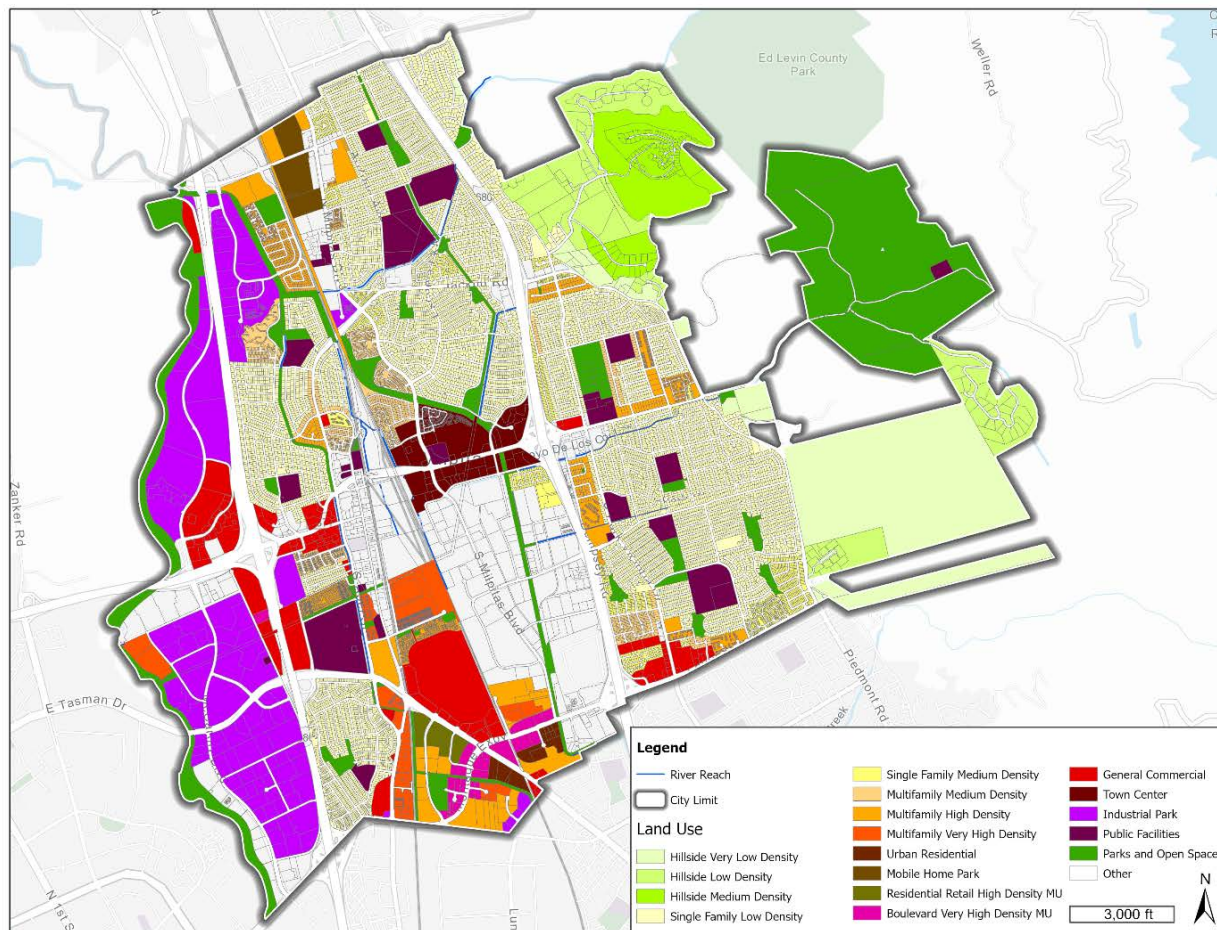


Figure 3-10: Milpitas Future Plan Land Use Map

Table 3-4: Capital Improvement Projects for Underserved Areas

| ID | Project | Priority | Replacement Option | Parallel Option |
|-------|------------------------------|----------|---|-------------------------|
| LP_15 | Main Street – Tom Evatt Park | --- | Install approximately 170 LF of 18-inch RCP on S Main St to the existing 24-inch RCP on Carlo St. | Use replacement method. |
| LP_16 | Main Street | --- | Install approximately 450 LF of 18-inch RCP on S Main St to the improvement project of the existing system on Serra Way. | Use replacement method. |
| LP_17 | Main Street – Sinnott Lane | --- | Install approximately 70 LF of 18-inch RCP on S Main St from near Sinnott Ln to the improvement project of the existing system. | Use replacement method. |
| LP_18 | Carlo Street | --- | Install approximately 300 LF of 18-inch RCP on S Main Street to the existing system. | Use replacement method. |

Multi-benefit and Green Street Projects

The City has developed a green stormwater infrastructure (GSI) plan as required under the NPDES Municipal Regional Permit Section C.3.j. The plan relies on information produced in the Santa Clara Basin Stormwater Resource Plan. There are several green streets and public parcel projects identified in the plan that are depicted in Figure 3-11. It may be beneficial to construct these green stormwater infrastructure projects simultaneously as the CIP identified herein. These opportunities are identified where GSI projects and storm drain CIP projects overlap or are directly adjacent to one another. These opportunities are listed in Table 3-5. For those CIP projects which do not overlap with green stormwater infrastructure projects identified, each should be reviewed for GSI potential even if it is not included in the GSI Plan.

Table 3-5: Capital Improvement Projects to Include Green Stormwater Infrastructure

| CIP ID | Project | GSI Location | GSI Type |
|----------|---------------------|-----------------|----------------------------|
| BERRY_10 | Ames Avenue | Street | Green Street |
| COCHES_5 | Carnegie Drive | Street | Green Street |
| COCHES_5 | South Park Victoria | Street | Green Street |
| COCHES_5 | Yosemite Drive | Street | Green Street and detention |
| COCHES_8 | Foothill Park | Park/Open Space | Green Street and detention |
| WF_11 | Comet Drive | Park/Open Space | Green Street and detention |

For Green Street projects, the street greening could be included as part of the design of the storm drain system capacity upgrade when on the same stretch of street. Detention projects would require more detailed concept design to accomplish both flood control and green infrastructure goals. Flooding identified near Foothill Park could potentially be remedied with an integrated project which greens the park and provides detention storage. Similarly, the Yosemite Drive and South Park Victoria projects could potentially be remedied by storage facilities in Merryhill and Robert Randall schools, respectively. Storage facilities are discussed in more detail in subsequent sections.

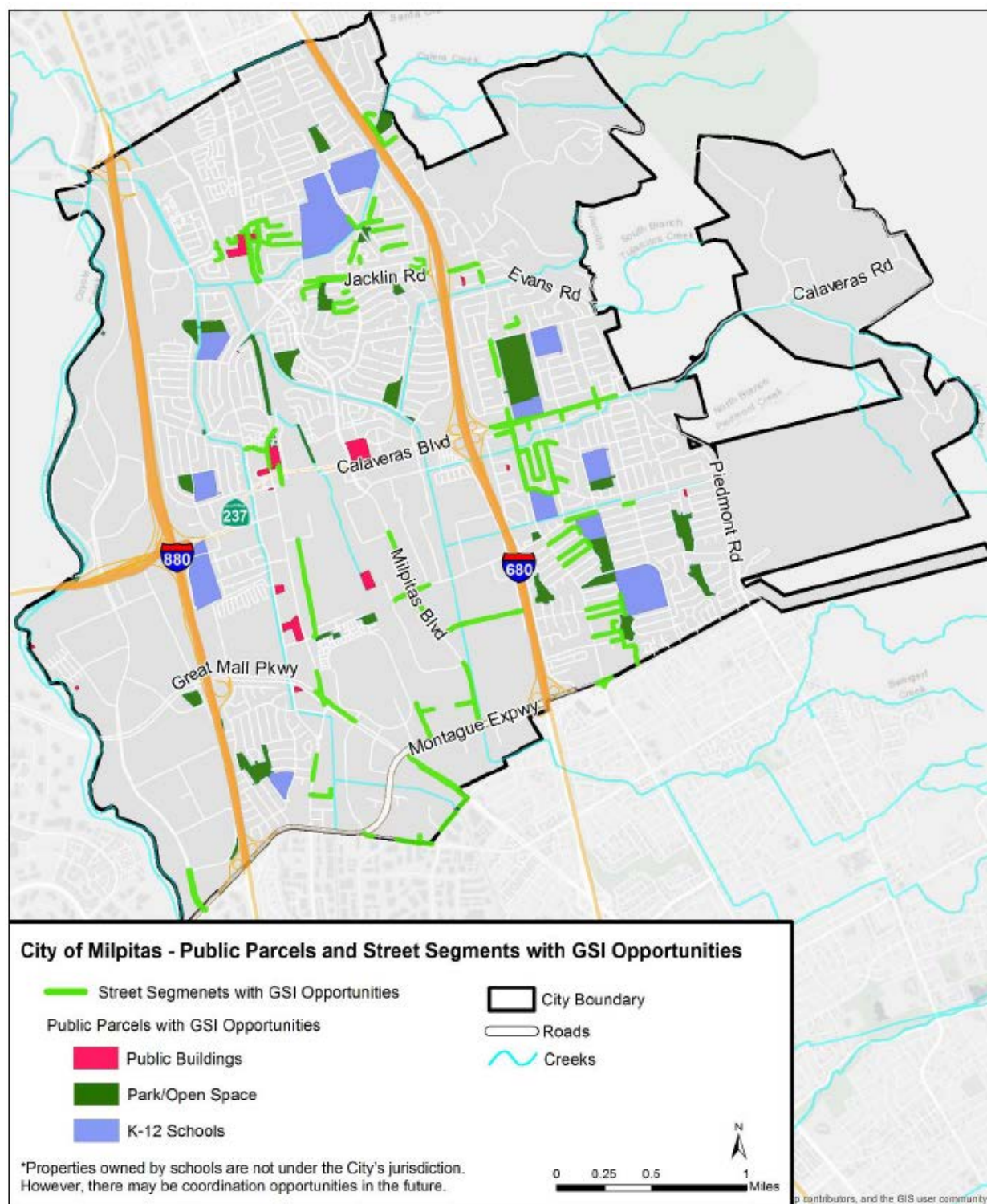


Figure 3-11: Green Stormwater Opportunity Map from Santa Clara Basin Stormwater Resource Plan

Storm Trouble Spots

City staff have identified 15 inlet locations that flood during storms. These are shown in Figure 3-12. To address these storm trouble spots, inlet replacements are proposed for these locations except for the one at Evans at Bayview Park. That storm trouble spot will be addressed by the Bayview Park Drive CIP project.

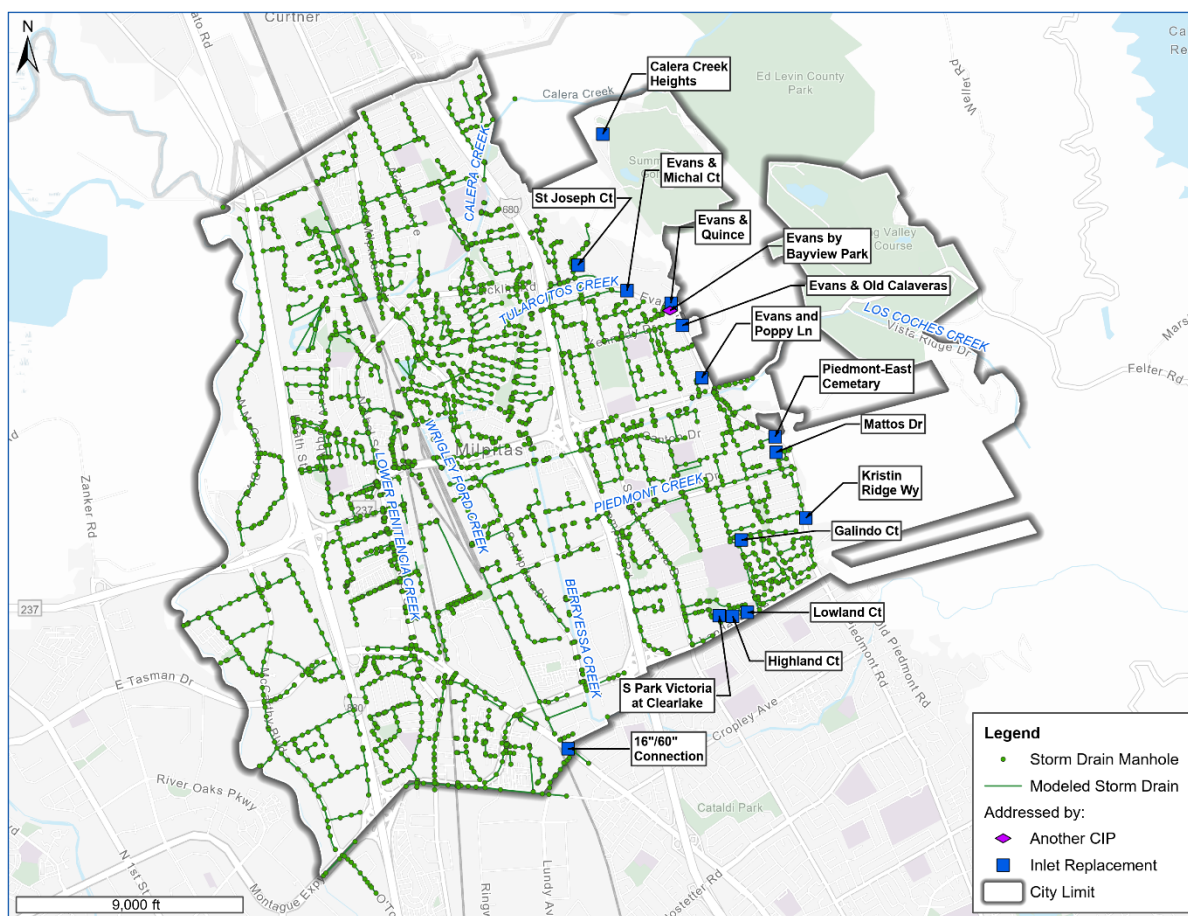


Figure 3-12: Storm Trouble Spots

Storage Facilities

Two basic categories of stormwater storage are commonly used: detention and retention. Some facilities blur the distinction between the two but, in general:

1. **Detention** refers to the temporary storage of incoming runoff that exceeds the permissible release. After the storm event, the facility empties and returns to its natural function – such as a parking lot or park.
2. **Retention** facilities, on the other hand, hold on to the excess runoff for an indefinite period. Natural ponds and lakes exemplify retention facilities where water levels change only through evaporation, infiltration, and additional storm runoff.

With the tight clay that underlies much of Milpitas, true retention facilities are not advantageous. However, several storage facilities in the city do serve a dual role for both stormwater detention and retention. For instance, pumps are used to move to attenuate flood waves through the facility, but a permanent pool of water remains behind for aesthetic (or perhaps recreational) purposes.

Properly designed, constructed, and maintained stormwater storage facilities could reduce peak flows, thereby better utilizing the capacity of downstream conveyance facilities. Such facilities can also potentially mitigate the need for system upgrades. The efficacy of any detention facility and ancillary improvements in the quality of storm runoff to receiving waters needs evaluation on a case-by-case basis. However, some general design criteria need to be applied to every basin:

1. Basins should be sized so that their output does not exceed the downstream facilities' design capacity.
2. There must be an overflow section capable of safely discharging the 100-year peak inflow (should outlet works become clogged) without causing property damage.
3. At least one foot of freeboard over the maximum 100-year water surface elevation should be provided for excavated basins. Three feet of freeboard (minimum) must be provided where berms or levees create basins.
4. Infiltration capacity shall not be considered when designing basins, unless percolation rates are determined by on-site soil testing certified by a Civil or Geotechnical Engineer.
5. Debris and sediment loading must be considered in design (see below).
6. Ponds and basins need to be designed with shallow side slopes (5:1 minimum) so that people and animals may extricate themselves from the water should the need arise. A safety shelf may also be considered. Facilities that pose an inordinate risk to the public should be fenced off. Openings larger than six inches in diameter must be screened to protect children and animals.
7. A mechanism for draining the basin should be provided. If the basin also serves as a pumping forebay, the pumping facilities must fully dewater the basin.
8. Facilities designed for the permanent (or semi-permanent) retention of water should be deep enough to avoid eutrophication (accumulation of excess nutrients that stimulates plant growth) and breeding insects. Pond surface areas should be at least one-half acre, with a minimum depth of 10 feet over at least a quarter of the area. The average depth over the rest of the pond needs to be at least five feet. Basin outlets should be positioned opposite the inlet to promote circulation. Stocking permanent ponds with fish also promote good water quality.
9. Underdrain systems to minimize wetness should be considered for detention facilities not intended as permanent water features. This helps prevent the facility from encouraging insect populations and provides for a quicker return to its dry weather function.
10. Basin bottoms and sides should be stabilized with vegetation to withstand periodic flooding and prevent erosion. Basin outlets need to be provided with erosion protection, such as riprap.

Debris Loading

Detention and retention basins will eventually fill up with sediment and other debris, reducing their storage capacity to where they will not operate as designed. Therefore, some considerations of debris loading must be made for each basin. Depending upon the desired frequency of maintenance, some allowance for "dead" storage should be made to handle sediment and debris. Based on work by Schaaf & Wheeler for the Santa Clara Valley Water District, the following empirical relationships (debris load per unit drainage area) are used to evaluate debris loading:

| | |
|---------------------|-------------------------------------|
| Highly urban areas | 0.1 acre-feet/mi ² /year |
| Hillside open space | 0.4 acre-feet/mi ² /year |

Chapter 4: Pump Stations

Each of Milpitas' thirteen (13) stormwater pumping stations is evaluated based on the set of criteria described herein. Detailed pump station assessment evaluation criteria are presented in Appendix B. This chapter describes how well each of the City's pumping facilities performs against the established performance criteria, identifies those stations with deficiencies, prioritizes the correction of said deficiencies, and establishes the requisite master plan improvements to remedy those deficiencies.

Pump Station Performance Criteria

Stormwater pump stations owned and operated by Milpitas must meet, at a minimum, the criteria established herein. If a pump station is substantially improved or rehabilitated, the performance and design guidelines provided in the Appendix should be followed.

Capacity

Every pump station should be capable of discharging the 100-year runoff from its tributary area. One way to accomplish this is a combination of pumping capacity and retention storage. Pump stations with lesser capacity (e.g. a 10-year capacity) may only be considered if there is a fail-safe way to overflow excess flows without causing property damage. Nearly all the pumping facilities within the city meet these criteria. Table 4-1 compares current pump station capacities to the potential 100-year inflow.

Number of Pumps

For redundancy, in every pump station, installing at least two identical pumps is necessary. It is unnecessary to include standby pumps because providing excess capacity is expensive and not justified by the relatively small risk of having a major storm event coincide with mechanical failure. (Schedule pump maintenance for the summer months.)

No pumping station in Milpitas is equipped with fewer than two identical pumps. Most stations have three main pumping units, and the Jurgens Pump Station has four. Each of the stations (except California Circle, Abbott, and Minnis) has a smaller electric dewatering pump to drain the wet well when water falls below the minimum allowable pumping level for the large stormwater pumps. Permanent retention ponds are maintained at the California Circle, Berryessa and Abbott stations, eliminating a small dewatering pump's utility. In contrast, the Minnis and Berryessa stations utilize submersible pumps capable of nearly completely dewatering their respective wet wells.

Standby Power

An emergency engine-generator capable of starting the largest motor while simultaneously running all other motors and auxiliary loads should be installed at each stormwater pump station where the primary pump drivers are electric motors. Pump stations without standby power or engine-driven pumps are at risk of becoming inoperable during an electrical power outage.

The lack of adequate automatic standby power is a potentially significant deficiency. When mapping special flood hazards, FEMA will only consider pumping capacity for those pumps with engine drive units or motor drivers that can be started and operated at the station with an automatic standby power generator installed. Portable generators and manual power transfer capabilities are not sufficient.

Pump Station Evaluations

Table 4-1 provides a summary of pump station capacities and emergency readiness throughout Milpitas. Further detailed evaluation for each station follows the identified deficiencies and recommended improvements. Figure 4-1 shows pump station locations within the city. When evaluating pump station capacity, available storage is in consideration. Table 4-2 provides a summary of pump stations with recommended CIP.

Table 4-1: Pumping Station Summary

| ID | Facility | Year Built | Approximate Capacity | Primary Drivers | Standby Power | Description |
|----|--------------------------------|------------|----------------------|-------------------|---------------|-------------|
| 1 | California Circle Pump Station | 1983 | 100-year | Engines | n/a | Page 4-4 |
| 2 | Jurgens Pump Station | 1989 | 10-year | Engines | n/a | Page 4-6 |
| 3 | McCarthy Pump Station | 1994 | 100-year | Engines | n/a | Page 4-8 |
| 4 | Abbott Pump Station | 1983 | 100-year | Motors | NO | Page 4-9 |
| 5 | Minnis Pump Station | 1978 | 100-year | Motors | NO | Page 4-11 |
| 6 | Penitencia Pump Station | 1960 | 100-year | Engines | n/a | Page 4-12 |
| 7 | Wrigley-Ford Pump Station | 1993 | 100-year | Engines | n/a | Page 4-15 |
| 8 | Berryessa Pump Station | 1977 | 100-year | Engines | n/a | Page 4-16 |
| 9 | Manor Pump Station | 1993 | 100-year | Motors | n/a | Page 4-18 |
| 10 | Spence Creek Pump Station | 1988 | 100-year | Motors | NO | Page 4-19 |
| 11 | Bellew Pump Station | 1985 | 100-year | Motors/
Engine | YES | Page 4-22 |
| 12 | Murphy Pump Station | 1983 | 100-year | Engines | n/a | Page 4-23 |
| 13 | Oak Creek Pump Station | 1979 | 100-year | Engines | n/a | Page 4-24 |

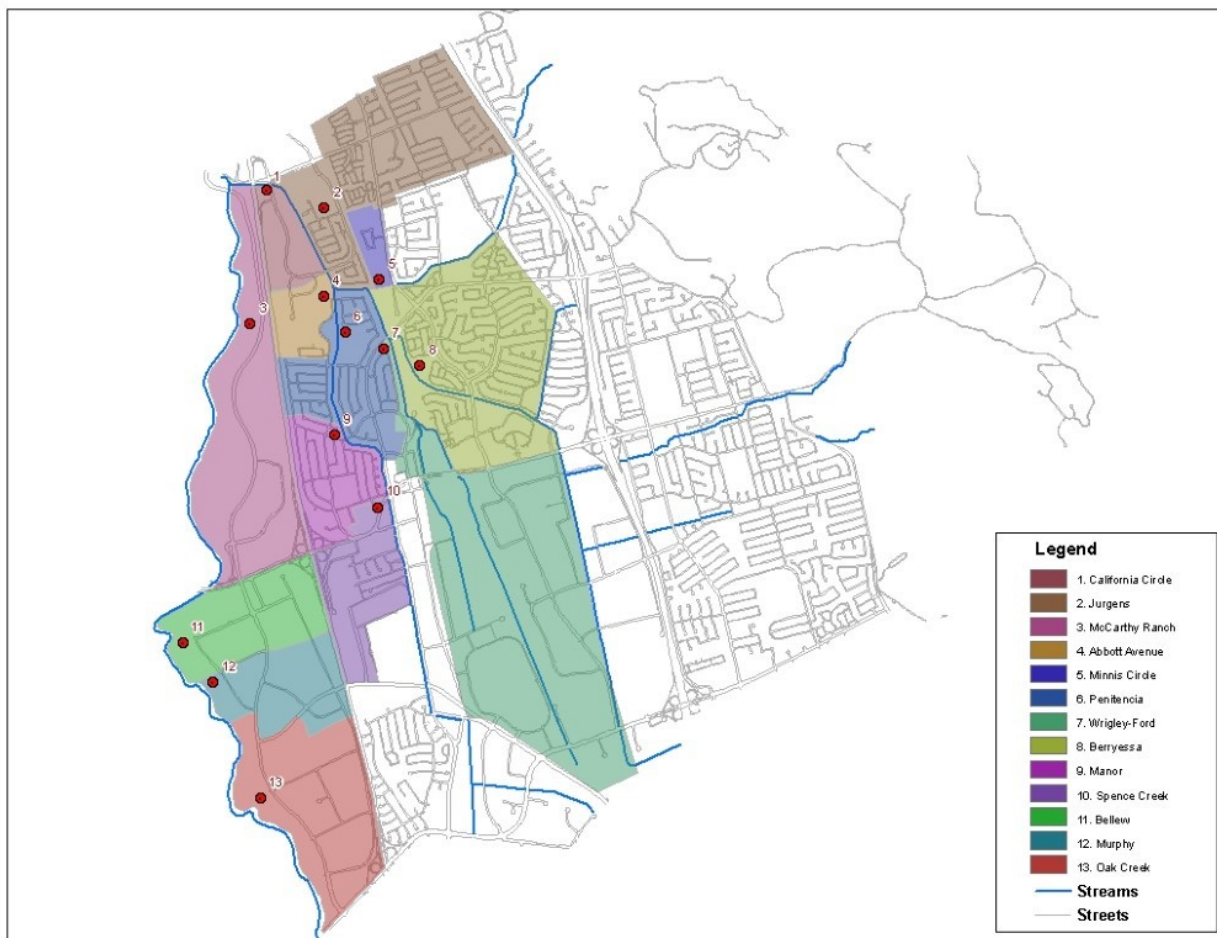


Figure 4-1: Storm Water Pump Stations in Milpitas

Table 4-2: Pump Station CIP Summary

| Pump Station | Priority | CIP Details |
|--------------|----------|--|
| Jurgens | High | Pump station replacement to provide increased level of design protection and eliminate the periodic flooding of Dixon Landing Park |
| Abbott | Low | Provide complete station replacement, including raising floor above base flood elevation |
| Penitencia | High | Complete pump station replacement |
| Spence Creek | Low | Provide permanent standby power |
| Murphy | High | Control system rehabilitation |
| Oak Creek | High | Control system rehabilitation |

California Circle Pump Station

| | |
|----------------------------|---|
| Facility ID | SD-1 |
| Location | California Circle at Dixon Landing Road |
| Discharges to | Lower Penitencia Creek at STA 15+00 |
| WSEL at Discharge Location | 11.4 feet NAVD |
| Pipe Discharge Elevation | Invert 13.8 feet NAVD |
| Storage | 2.5-acre wet pond |
| Design Lagoon Elevation | 9.9 feet NAVD |
| Top of Lagoon Bank | 14.0 feet NAVD |
| Tributary Area | 263 acres |
| Station Capacity | 117 cfs |

This facility drains a retention pond located at the intersection of Dixon Landing Road and Interstate 880. The lagoon is designed as a wet pond with standing water; the normal minimum water surface elevation is 4.5 NAVD. Stormwater is pumped through three 28-inch diameter (SDR 26) high-density polyethylene (HDPE) pipes to Lower Penitencia Creek, near the top of the levee. This facility was originally designed to drain an industrial area of 150 acres. However, a detailed accounting of tributary area based on Interstate 880 / Highway 237 freeway interchange plans indicates that 263 acres are potentially tributary to the lagoon, as tabulated below.

Table 4-3: Areas Tributary to California Circle Lagoon

| Location | Land Use | Tributary Area (acres) |
|-------------------|-------------|------------------------|
| Abbott Avenue | Residential | 53 |
| California Circle | Industrial | 83 |
| Route 880/237 | Freeway | 127 |
| Total | | 263 |

Of these 263 acres, 210 acres (about 80 percent) are directly tributary to the lagoon and pump station. Runoff from the Abbott Avenue area can be discharged into Hall Park Lagoon and thence to Penitencia Creek through a storm drain outfall. Still, runoff above its capacity flows into the ditch running between Glenmoor Circle and Redwood Avenue and then into the freeway channel. The Abbott Lagoon drains the area between the outfall to Hall Park Lagoon on the south and the California Circle storm drain system on the north. This facility is adequate, so overflows are not anticipated from these potentially tributary areas, and they are not included in Table 4-3.

Since the last master plan update, engine components including starters and radiators have been replaced and the controls have been refurbished.

Equipment Schedule

| | |
|------------------------|--|
| Pumps | (3) Aurora 24P axial flow rated 17,000 gpm at 14 feet TDH (86hp) |
| Prime Power | (3) Caterpillar 3208 diesel engines rated at 175hp (2,400 rpm) |
| Standby Power | Not required |
| Fuel Storage | 2,000 gallons for 96 hours run time at peak load with 3 pumps |
| Finish Floor Elevation | 14.3 feet NAVD |
| Base Flood Elevation | 12.5 feet NAVD |

Resolution of Previously Identified Deficiencies

1. The finished floor elevation is six inches below the base flood elevation as shown on the currently effective Flood Insurance Rate Map (FIRM). Flood hazards depicted by the FIRM are based on spills from Lower Penitencia Creek becoming trapped behind the downstream levee adjacent to the pump station. However, unpublished flood hazard mapping based on the FEMA CTP work indicates this is not an issue. For the Storm Drain CIP, the CTP work is considered the best available information.
2. The discharge pipe invert at elevation 13.8 feet NAVD is two feet above the 100-year water surface elevation in Lower Penitencia Creek based on effective FEMA data. However, if the creek were to rise above the published elevation, creek water could potentially flow into the pond back through the discharge pipes when the pumps are off. Eventually, the volume of water that flows back into the lagoon will cause the pumps to start again, thereby eliminating the problem. When fewer than three pumps are operating, some water will be re-circulated through the system (which is inefficient). Still, since this situation is beyond the design condition, this deficiency does not require remedial action.

Capital improvements are not proposed for California Circle Pump Station, noting that the control systems were upgraded since the last master plan update in 2013.

California Circle Lagoon Operation

Surcharging storm drains within the California Circle area control the maximum allowable water surface in the lagoon. Due to the grade up to Dixon Landing Road, California Circle does not naturally release to the lagoon, so excess water on the street does not drain. Maximum design water surface elevations in the lagoon for the above-listed pumping levels and the lowest adjacent street grade, located on California Circle opposite Lower Penitencia Creek from Terra Mesa Way, are indicated in Table 4-4.

Table 4-4: California Circle Lagoon Operation

| | 10-year |
|--|---------|
| Lowest Adjacent Street Grade (feet NAVD) | 12.28 |
| Maximum Lagoon Stage (feet NAVD) | 6.51 |

Jurgens Pump Station

| | |
|-----------------------------------|--|
| Facility ID | SD-2 |
| Location | 345 Jurgens Drive |
| Discharges to | Lower Penitencia Creek at STA 26+50 |
| Design WSEL at Discharge Location | 12.3 feet NAVD 88 |
| Storage | 1 ac-ft in City Park |
| Tributary Area | 433 acres (residential) |
| Station Capacity | 150 cfs |
| 10-year Inflow | 144.0 cfs |
| 100-year Inflow | 145.5 cfs |
| Deficit | Not applicable due to storage in Dixon Landing Park
However, City desires to eliminate the need to store water in the park. |

Located in Dixon Landing Park, this facility drains mixed residential areas between Penitencia Creek and Interstate 680 at Milpitas's northern end. The system was designed to function in tandem with detention storage in the park itself since the pump station is undersized even for a ten-year event. During the February 3, 1998 storm, Jurgens Pump Station was overwhelmed by storm runoff (albeit some from Berryessa Creek overflows) to the point at which engine batteries and other control equipment were inundated, thus shutting down the station. A subsequent investigation of local rainfall during the storm, however, indicated that even if Berryessa Creek had not spilled through a gap in its levee near the railroad, local runoff rates that exceeded pumping capacity would still have overwhelmed the station and caused its failure since control equipment was located less than one foot above the finished floor elevation.

A failed attempt was made to “flood-proof” the pump station by sealing floor openings and raising essential control equipment above the floor so that the equipment does not shut off during a flooding event. Based on the CTP model and assuming the pumps do not shut off during a storm, water will pond to the following elevation with the current pumps in operation.

$$\text{WSEL}_{100} = 12.0 \text{ feet NAVD (2 feet above finished floor)}$$

Maximum ten-percent flood limits are shown in Figure 4-2. Based on available topography and aerial photographs, the one-percent flooding does not inundate private property. Periodic inundation is limited to facilities within Dixon Landing Park, including the snack bar and restrooms.

Capital Improvement Program

To eliminate the temporary storage of excess runoff within Dixon Landing Park, a new station with a capacity of at least 243 cfs (110,000 gpm) is required. It is not feasible to retrofit the existing pumping facility to nearly double its capacity. Such a project would entail building an upsized replacement pump station while the existing station continues to operate in parallel, replacing the existing 72-inch diameter discharge pipe to Lower Penitencia Creek with at least a 96-inch diameter discharge pipe, and once the replacement pump station is fully tested and operational, demolishing the old pump station. This method of construction reduces risk to the City and eliminates the need for very costly bypass pumping capacity during construction. Park reconfiguration of the park will be necessary.

An order of magnitude estimate of construction cost is \$10 to \$15 million. This is part of the Capital Improvement Plan as a **High Priority** project with an estimated cost of \$15 million in 2021 dollars.

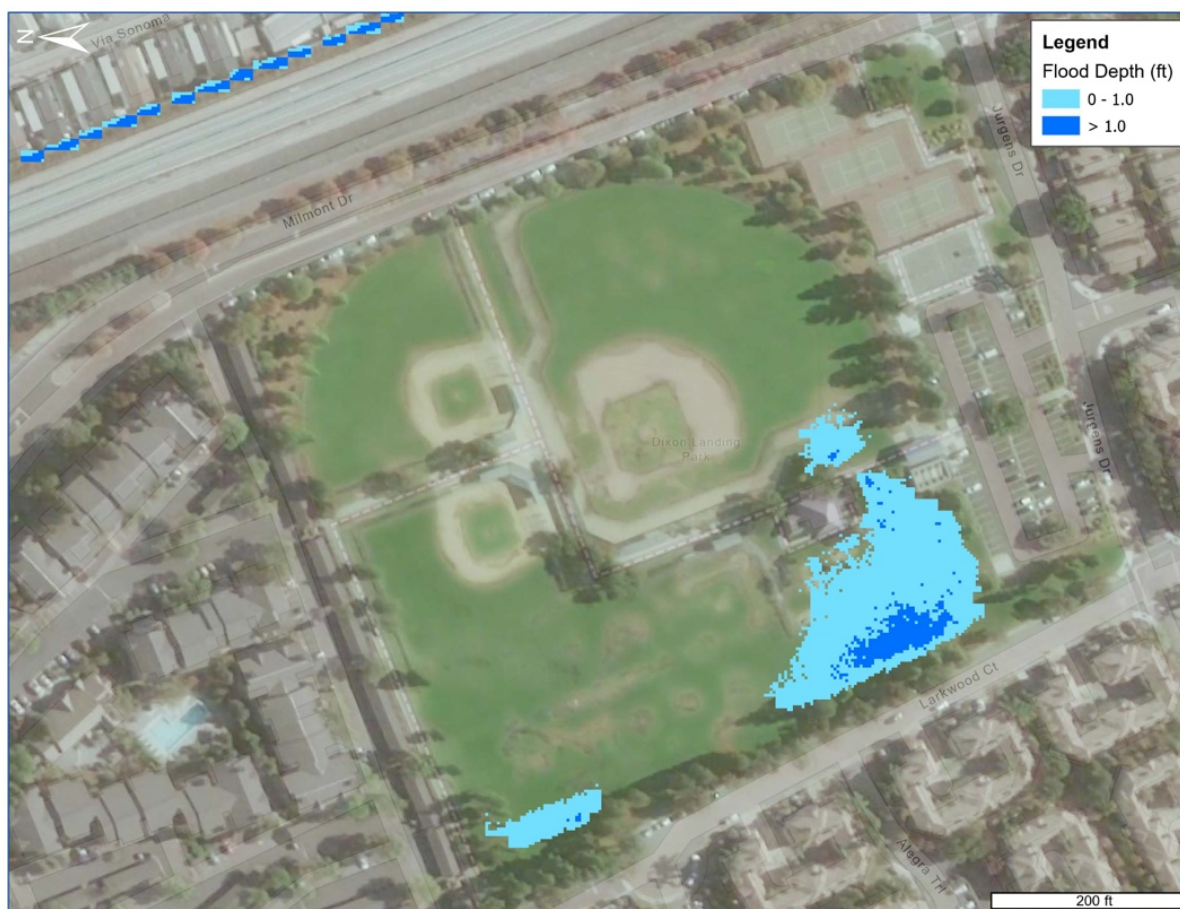


Figure 4-2: 10-year Ponding Adjacent to Jurgens Pump Station

Equipment Schedule

| | |
|------------------------|---|
| Pumps | (4) Johnston 24PO axial flow rated 16,000 gpm at 10 feet TDH (700rpm, 60hp)
(1) 3,000 gpm 25 hp electric jockey |
| Prime Power | (4) Caterpillar 3208 diesel engines rated at 150 hp (2,400 rpm)
(4) Randolph right angle gear drives (7:2) rated at 110 hp |
| Standby Power | Not required |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | 2,500 gallons; 125 hours at peak load (4 pumps) |
| Finish Floor Elevation | 10.0 feet NAVD |
| Effective BFE | 12.0 feet NAVD |

Station Operation

In response to the February 1998 station shutdown, the City tried flood-proofed the equipment by sealing access openings on the floor and relocating the controls, so the station can continue to operate even with a base flood elevation two feet above the finished floor. Unfortunately, this has not prevented water from the wet well from entering the equipment room when the park floods. It is imperative that the engines do not shut down during a storm, so if the high priority pump station replacement project is delayed and the City believes that could happen, the wet well should be sealed. Since the last master plan update, improvements have been made to building ventilation, so the engines no longer overheat.

McCarthy Pump Station

| | |
|-----------------------------------|----------------------------|
| Facility ID | SD-3 |
| Location | 1005 N McCarthy Boulevard |
| Discharges to | Coyote Creek at STA 145+00 |
| Design WSEL at Discharge Location | 18.6 feet (NAVD '88) |
| Storage | Wet Well |
| Tributary Area | 185 acres (mixed use) |
| Station Capacity | 400 cfs |
| 10-year Inflow | 259.3 cfs |

Located in the McCarthy Ranch Development, this facility drains mixed-use areas between Coyote Creek and Interstate 880, north of State Highway 237. This station has excess capacity and the luxury of leaving one pump as standby. The facility is 25 years old, but every indication is that the pumping plant is well-maintained and operating as intended.

Equipment Schedule

| | |
|------------------------|--|
| Pumps | (3) Cascade 48AM axial flow (500 rpm, 560 hp, 60,000 gpm at 28 feet TDH)
(1) Cascade 12MF 3,400 gpm 30 hp electric jockey |
| Prime Power | (3) Caterpillar 3412 diesel engines rated at 750 hp (2,100 rpm) |
| Standby Power | Not required |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | 2,000 gallons; 22 hours at peak load (3 pumps) |
| Finish Floor Elevation | 18.5 feet NAVD |
| Effective BFE | Shaded Zone X (area of moderate flood hazard) |

Pump Station Operation

Capital improvements for increased capacity are not necessary for the McCarthy Pump Station. However, to enhance operational efficiencies and minimize pump cycling, it is recommended to have the pump starts rotate so that each motor will start no more than five times per hour.

During the February 2017 flood event on Coyote Creek, during which the water surface in the creek was within a few feet from the top of the levee at this pump station, backwater in the creek caused water to spill out of the pump station discharge surge chamber. Each of the pump discharge pipes has an individual 48-inch diameter flap gate. Access to the surge chamber is through a bolt-down steel plated cover designed for pressure conditions. Further investigation into the condition and operational efficacy of the bolt-down cover and each individual pump discharge flap gate within the surge chamber is recommended.

Abbott Pump Station

| | |
|-----------------------------------|-------------------------------------|
| Facility ID | SD-4 |
| Location | 1225 N Abbott Avenue |
| Discharges to | Lower Penitencia Creek at STA 46+50 |
| Design WSEL at Discharge Location | 10.9 feet NAVD |
| Outfall Invert Elevation | 18.3 feet NAVD |
| Storage | 27 ac-feet in lagoon |
| Tributary Area | 53 acres (park and industrial) |
| Station Capacity | 24 cfs |
| Required Capacity | 17 cfs |
| Excess Capacity | 17 cfs |
| 10-year Lagoon Level | 9.5 feet NAVD |
| 100-year Lagoon Level | 10.3 feet NAVD |

Located on Abbott Avenue, the facility serves as a recreational and aesthetic feature inside an industrial park. If the pump station is functioning properly, there is no problem with flooding in the area. Pump motors have recently been rewound, and the station is in good working order.

However, the prime drivers are electric motors without any provision for standby power. If the pump station's power supply were to fail during a 24-hour storm, the lagoon could exceed the maximum ponding level. Ponding levels above 12.0 feet NAVD will begin to flood the adjacent property, so making standby power provisions will reduce the risk of flooding in extreme events.

Since the last master plan update, the pump motors have been rebuilt.

Equipment Schedule

| | |
|--------------------------|---|
| Pumps | (2) Aurora axial flow pumps rated 5,350 gpm at 16 feet TDH |
| Prime Power | (2) Westinghouse 30 hp vertical electric motors (480V, 3 phase) |
| Standby Power | None |
| Fuel Storage | n/a |
| Finished Floor Elevation | 13.7 feet NAVD |
| Effective BFE | 10.3 feet NAVD |

Deficiencies

1. The pump station is not provided with standby power in the form of an emergency engine-generator set; so, if the power were to fail during an intense storm, adjacent properties could be flooded depending upon prior lagoon levels and duration of the power outage.
2. Abbott Pump Station discharges to Penitencia Creek via twin 18-inch diameter high-density polyethylene outfalls through the western levee without flap gates. However, the discharge outfalls are almost 1.5 feet above the design water surface in Penitencia Creek. Should water levels ever exceed the design freeboard, the situation would exceed the design condition because any water that runs back through the pump discharge pipes into the lagoon would eventually cause the pumps to start. Hence, this "deficiency" does not require remedial action.

Capital Improvement Recommendation

Providing emergency standby power is a **Low Priority** project associated with the Abbott station. (Note that engine-generator sizing is approximate only and requires a full load analysis.). The engine-generator should be in a building like the pump house to preserve this station's aesthetic feel. Estimated capital costs are summarized in Table 4-5.

Table 4-5: Medium Priority CIP for Abbot Pump Station

| Capital Improvement | Estimated Cost |
|--|--------------------|
| 125 kW standby engine-generator | \$225,000 |
| Automatic transfer switch | \$75,000 |
| Electrical modifications | \$100,000 |
| Building for standby power equipment and site improvements | \$200,000 |
| Construction Subtotal | \$600,000 |
| Engineering, CM, and Administration (20%) | \$120,000 |
| Contingencies (50% nominal) | \$380,000 |
| | \$1,100,000 |

Supplemental Recommendation

A style of pump with fewer maintenance requirements might be more appropriate at this pump station. In 2005 a pump specialist recommended the replacement of the existing line shaft pumps with axial flow submersible pumps because, in his opinion, they should require less maintenance and experience less corrosion. The pump specialist's recommendation is retained in this Storm Drain Master Plan as information only.

Repair and the replacement of parts for the two existing pumps would cost about \$60,000. If the impellers are not available "off the shelf", the disassembled pump(s) would likely take up shop space while awaiting delivery of that part. This would add shop rental costs to the costs already enumerated. The cost to replace the existing Aurora Verti-Line 14P pumps with the same pump type would be about \$300,000. Replacement of the existing pumps with axial flow submersible pumps requiring less maintenance is about \$250,000.

Minnis Pump Station

| | |
|-----------------------------------|--------------------------------------|
| Facility ID | SD-5 |
| Location | 1125 N Milpitas Boulevard |
| Discharges to | Calera Creek at STA 1+50 |
| Design WSEL at Discharge Location | 9.6 feet NAVD 88 |
| Storage | None |
| Tributary Area | 30 acres (commercial and industrial) |
| Station Capacity | 33 cfs |
| 10-year Inflow | 8.5 cfs |
| 100-year Inflow | 20 .4cfs |
| Excess Inflow | 12.6 cfs |

Located off North Milpitas Boulevard, the Minnis Pump Station drains a low-lying area adjacent to Minnis Circle that cannot drain by gravity into Calera Creek. The station is located within a mapped 100-year special flood hazard area (Zone AH Elevation 16 feet NAVD). A projected capacity deficit exists for the 100-year inflow. However, even if this capacity deficit were to be corrected, the area would still be subject to 100-year flooding from Calera Creek until Valley Water solves Calera Creek's capacity issues. Therefore, improving pump station capacity has been downgraded from medium priority to low priority. However, when the Minnis station gets scheduled for long-term replacement (Chapter 9), pumping capacity should be increased to 100-year as described below.

The station is equipped with recently replaced submersible electric pumps and motors, and a set of plugs and automatic transfer switch for standby power if a portable generator can be made available.

The pump station is a duplex Flygt-style station with submersible pumps and motors mounted on a rail with a 14-inch quick disconnect discharge elbow. The pumps are housed in an 11-foot square underground structure. Personnel do not enter this structure but rather pull the rail systems pumps to the surface for lubrication and repair. Electrical meters and controls are enclosed in weatherproof housings and mounted on a pedestal above the pump access slab.

Since the last master plan update, the pumps and motors have been replaced and a portable standby power with ATS has been added.

Equipment Schedule

| | |
|---------------|---|
| Pumps | (2) Flygt CP 3300 submersible electric rated 4,500 gpm at 45 feet |
| Standby Power | Trailer mounted portable with automatic start and transfer switch |
| Control Power | 120 VAC (no backup) |
| Fuel Storage | n/a |
| Finished Slab | 16.7 feet NAVD |
| Effective BFE | 15.9 feet NAVD (Zone AH) |

Deficiencies

Pump station capacity is not sufficient for the influent 100-year design flow, and without pumping, this water becomes trapped by the Calera Creek floodwall. Given that there is sufficient reaction time to bring portable standby power to the site and the pump station has more than 100-year discharge capacity, no capital improvement project is identified for Minnis Pump Station.

Penitencia Pump Station

| | |
|-----------------------------------|-------------------------------------|
| Facility ID | SD-6 |
| Location | La Honda Drive |
| Discharges to | Lower Penitencia Creek at STA 57+50 |
| Design WSEL at Discharge Location | 10.0 feet NAVD |
| Storage | Hall Memorial Park Lagoon |
| Tributary Area | 215 acres (residential) |
| Station Capacity | 65 cfs |
| 10-year Inflow | 64.4 cfs |
| 100-year Inflow | 80.4 cfs |
| 10-year Lagoon Level | 8.3 feet NAVD |
| 100-year Lagoon Level | 9.0 feet NAVD |
| Top of Lagoon Bank | 14 feet NAVD |

This ancient pump station sits across Penitencia Creek from the Hall Park Lagoon. A 60-inch gravity bypass pipe allows storm runoff to drain when creek levels are low. Another 60-inch pipe crosses beneath the creek and ties the lagoon to the pump station wet well. This pipe enters the lagoon in a bubble-up box equipped with a combination flap gate and slide gate. With the slide gate open, water levels in the lagoon and wet well equalize, so the system behaves as a single detention pond. In combination with available lagoon storage, the pumping station has sufficient capacity. A discharge standpipe, located above the creek floodwall elevation, provides backflow protection from Penitencia Creek. While the facility remains operational, it needs to be completely replaced soon.

Using the Jarad Global Positioning System and a rod to measure water depths, Schaaf & Wheeler conducted surveys of the lagoon between July 20 and July 25, 2000. The references used were the North American Vertical Datum of 1988 (NAVD88) and the North American Horizontal Datum of 1983 (NAD83).

Since the last master plan update, the engines have been rebuilt.

Storage Capacity

Based on the survey, Hall Park Lagoon can store about 25 acre-feet before spilling north onto Abbott Avenue. Its summer water surface elevation is 6.4 feet, and the average depth of bottom sediment is about 1.5 feet. The lake overflows when its water surface elevation reaches about 13.5 feet.

Lagoon Odors

During the fall, when the City draws down the lake in preparation for winter storms, some neighbors have complained of odors. Adding oxygen can minimize odors caused by the activity of microbes in the sediment and water. Aerators were not operating at Hall Park during Schaaf & Wheeler's survey. Operating the aerators could reduce odors if the one-foot reduction in water surface during the winter is a problem because the lagoon becomes very shallow (about a foot deep). A microbiologist could help identify and implement further biological and chemical solutions.

Storm Drain Backup

All of the storm drain outfalls into the lagoon are above the summer water surface elevation of 6.4 feet, so lagoon water is not likely to back up into neighboring storm drains during the summer months. Design lagoon levels are based upon the 2000 survey of Hall Park Lagoon and the pumping equipment data and operating levels contained herein. Figure 4-3 shows the storage-elevation curve for the lagoon.

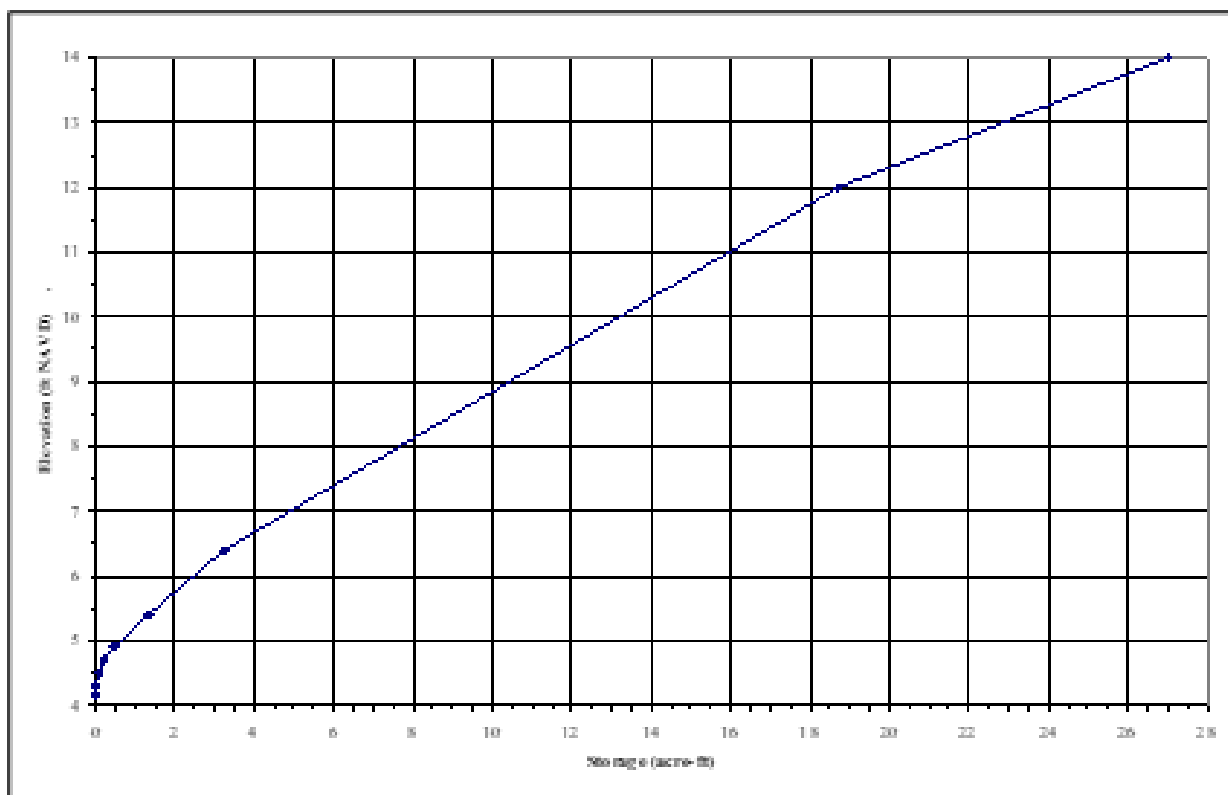


Figure 4-3: Storage Elevation Curve for Hall Memorial Park Lagoon

Pump Station Equipment Schedule

| | |
|------------------------|---|
| Pumps | (3) Fairbanks Morse 6310 axial flow (700 rpm, 40 hp, 9,750 gpm at 12 feet TDH)
(1) Fairbanks Morse 6360 (840 gpm 7.5 hp electric jockey) |
| Prime Power | (3) Fiat 8041I05 diesel engines rated at 60 hp |
| Standby Power | Not required |
| Finish Floor Elevation | 14.3 feet NAVD |
| Effective BFE | 15.4 feet NAVD |

Capital Improvement Recommendation

Given its age and the equipment condition, a complete station replacement for the Penitencia Pump Station is a **High Priority**, including raising the floor above the base flood elevation. Based on a survey of available storage volume, the resulting 100-year water surface elevation of 10.1 feet is less than the spill elevation. It does not affect storm drain performance or recommended improvements, so the assumed pump station capacity and operation do not necessarily need to be modified. Detailed design will need to account for proper submergence for pump operation and maintain sump dimensions recommended by the Hydraulic Institute and pump manufacturers. The new axial flow pumps will likely be electric motor driven with a standby diesel engine-generator set that may require Tier 4 emissions control equipment. Estimated capital costs are provided in Table 4-6.

Table 4-6: High Priority CIP for Penitencia Pump Station

| Capital Improvement | Estimated Cost |
|--|---------------------|
| Demolish existing structure and equipment | \$500,000 |
| Wetwell and sump modifications, trash rack | \$1,000,000 |
| Furnish and install (3) axial flow pumps | \$700,000 |
| Furnish and install new motors and electrical panels | \$1,250,000 |
| New pump station building | \$700,000 |
| Automatic standby power generator | \$750,000 |
| Site grading and pump discharge outfall construction | \$600,000 |
| Construction Subtotal | \$5,500,000 |
| Engineering, CM, and Administration (20%) | \$1,000,000 |
| Contingencies (50% nominal) | \$3,500,000 |
| | \$10,000,000 |

Wrigley-Ford Pump Station

| | |
|-----------------------------------|---------------------------------------|
| Facility ID | SD-7 |
| Location | Levee access from Marylinn Drive |
| Discharges to | Berryessa Creek at STA 24+00 |
| Design WSEL at Discharge Location | 10.1 feet NAVD |
| Storage | Forebay and channel storage |
| Tributary Area | 760 acres (commercial and industrial) |
| Station Capacity | 432 cfs |
| 10-year Inflow | 297.6 cfs |
| 100-year Inflow | 408.2 cfs |
| Excess Capacity | 23.8 cfs |

The downstream reach of Wrigley-Ford Creek was created when Valley Water realigned the original Berryessa Creek channel in 1974. To prevent Berryessa Creek flows from backing up into the old channel, a flood-gate structure with three 60-inch discharge pipes was built in 1976. At the time, Wrigley-Ford Creek's high flows would combine with high Berryessa stages and flood residential properties adjacent to the old channel. High water surface elevations in Wrigley-Ford Creek also made local drainage to that creek problematic.

In 1991 Valley Water built the Wrigley-Ford Pump Station to pump tributary creek flows into Berryessa Creek, eliminating the local flooding and gravity drainage problems. This pump station is outfitted with a weir and low flow gravity bypass system so that the pumps only operate when hydrologic conditions warrant. Recirculation piping was also constructed, enabling the pump station to be tested before each storm season using a limited amount of water that is generally available year-round. A resistive load bank furnished for the standby diesel engine-generator set so that the EG-set may be exercised and tested against load during the summer months.

Equipment Schedule

| | |
|------------------------|---|
| Pumps | (3) Couch EC54 axial flow (240 rpm, 130 hp, 65,000 gpm at 5.8 feet TDH)
(1) Flygt 3102X-441 submersible (500 gpm 5 hp electric jockey) |
| Prime Power | (3) US Motors Model RE 150hp, 1200 rpm horizontal electric motors
(3) Amarillo Gear Co. 5:1 right angle propeller pump drive |
| Standby Power | 400 kV Caterpillar 3406TA diesel engine-generator set (600 hp) |
| Fuel Storage | 500 gallons; 24 hours with 3 pumps, 52 hours with 1 pump |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Finish Floor Elevation | 20.7 feet NAVD |
| Effective BFE | 16.4 feet NAVD |

Pump Station Operation

Capital improvements are not necessary for the Wrigley-Ford Pump Station. Originally set pump operating levels may still be used, as they will ensure that the pumps do not start more than twice per hour as recommended by the motor manufacturer. The pumps regularly rotate, allowing all three pumps to alternate for lesser storm events, and using forebay and channel storage prevent cycling.

Berryessa Pump Station

| | |
|-----------------------------------|---|
| Facility ID | SD-8 |
| Location | Folsom Circle |
| Discharges to | Berryessa Creek at STA 48+75 |
| Design WSEL at Discharge Location | 10.3 feet (NAVD 88) |
| Storage | 52 acre-feet based on 2000 survey of Hidden Lake |
| Tributary Area | 550 acres (res. and commercial) |
| Station Capacity | 150 cfs |
| 10-year Inflow | 187 cfs |
| 100-year Inflow | 329.1 cfs |
| Normal Lake Level | 9.0 feet NAVD |
| 10-year Lake Level | 9.0 feet NAVD |
| 100-year Lake Level | 13.3 feet NAVD (not including Calera Creek overflows) |
| Allowable Lake Level | 12.0 feet NAVD |
| Lake Spill Elevation | 13.5 feet NAVD |

Hidden Lake was originally constructed as a storm drainage detention facility to act as a forebay for the Berryessa Pump Station, serving residential and commercial areas on both sides of Berryessa Creek. A 60-inch diameter storm drain crosses the creek and drains the Beresford Meadows area and the Town Center. The current operating practice is to use this lake as an aesthetic amenity throughout the year. Residents have complained of objectionable odors and sights whenever the City has lowered the normal water level for winter pumping in the past.

Using the Jarad Global Positioning System and a rod to measure water depths, Schaaf & Wheeler conducted surveys of Hidden Lake between July 20 and July 25, 2000. The references used were the North American Vertical Datum of 1988 (NAVD88) and the North American Horizontal Datum of 1983 (NAD83). This lake can store about 52 acre-feet before spilling north onto Erie Circle (Figure 4-4). Its summer water surface elevation is 8.8 feet, and the average depth of bottom sediment is about 0.75 feet. The lake overflows when its water surface reaches about 13.5 feet in elevation. Local street grades are about 14 feet in elevation. Some flooding of adjacent properties can be expected in a 100-year runoff event once the lagoon elevation reaches about 12 feet.

Berryessa Pump Station was rehabilitated in 2006, including installing replacement equipment and the elevations of all controls to the flood-proofed elevation of 16.78 feet NAVD. Electrical equipment has been replaced since 2013. Although the building itself is not flood-proofed, equipment essential to pump function that would fail if submerged is raised above the regulatory flood elevation. The electric motor, air intake stationary louver, main distribution panel, metering panel, jockey pump starter, and backup diesel engine have all been raised above the minimum flood-proofing elevation. In addition, conduits are run from the ceiling. With these essential elements above water, the pumps can operate if the building itself is flooded. Electronic controls have also recently been replaced. Occasional problems with odors during low lake levels have been resolved using aerators.

Since the last master plan update, the electronics have been replaced.

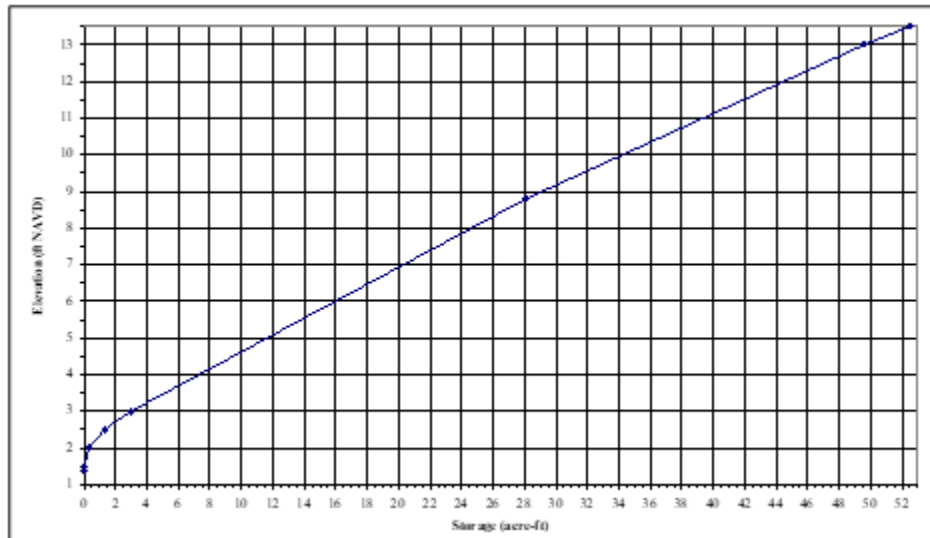


Figure 4-4: Storage Elevation Curve for Hidden Lake

Equipment Schedule

| | |
|-------------------------|--|
| Pumps | (3) Berkeley 30M26 580 rpm 140 hp axial flow rated 22,500 gpm at 14 feet TDH
(1) Berkeley 10K3M 7.5 hp 650 gpm jockey |
| Prime Power | (3) Waukesha-Scania\F67D3U 150 hp diesel engines
(1) GE 240V, 3 ϕ electric motor (jockey) |
| Standby Power | Not required |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | 1,000 gallons; ~48 hours run time at peak load |
| Flood-proofed Elevation | 16.8 feet NAVD |
| Effective BFE | 17.0 feet NAVD |

Deficiencies

There are no identified pump station deficiencies and no recommended capital improvements.

Manor Pump Station

| | |
|-----------------------------------|--|
| Facility ID | SD-9 |
| Location | Marylinn Ave. and Barker St. |
| Discharges to | Lower Penitencia Creek at STA 90+00 |
| Design WSEL at Discharge Location | 9.5 feet NAVD |
| Storage | Wet Well Only |
| Tributary Area | 146 acres (residential and commercial) |
| Station Capacity | 95 cfs |
| 10-year Inflow | 95.7 cfs |
| 100-year Inflow | 113.3 cfs |

Residential and commercial areas drain to the Manor Pump Station, which activates when the adjacent 21-inch diameter bypass can no longer drain local runoff into Penitencia Creek, either because it becomes overloaded, or the creek stage is high.

Since the last master plan update, the pumps and motors have been rebuilt.

Equipment Schedule

| | |
|--------------------------|--|
| Pumps | (3) Flygt 7060-885, 880 rpm, 85 hp submersible axial flow (14,000 gpm at 12')
(1) Flygt CP-3102 submersible centrifugal jockey pump (5 hp) at 600 gpm |
| Standby Power | 600A automatic transfer switch for on-site engine-generator |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | n/a |
| Electrical Pad Elevation | 18.2 feet NAVD |
| Effective BFE | 16.0 feet NAVD |

A third axial flow pump has been added to the pump station since the completion of the 2001 master plan, so the station now has adequate capacity for the design 10-year inflow. The pumps and motors were recently rebuilt.

Deficiencies

There are no identified pump station deficiencies and no recommended capital improvements.

Spence Creek Pump Station

| | |
|-----------------------------------|--|
| Facility ID | SD-10 |
| Location | 11 Butler Street |
| Discharges to | Lower Penitencia Creek at STA 110+00 |
| Design WSEL at Discharge Location | 9.1 feet NAVD |
| Storage | Wetwell Only |
| Tributary Area | 109 acres (residential and commercial) |
| Station Capacity | 94 cfs |
| 10-year Inflow | 43.5 cfs |
| 100-year Inflow | 68.0 cfs |
| Excess Capacity | 8cfs |

***Note pump station inoperable at time of study**

Residential and commercial areas drain to Spence Creek until Penitencia Creek backwater forces runoff over a weir into the Spence Creek Pump Station. This facility discharges water to Lower Penitencia Creek through 600 feet of 42" diameter RCP force main. At the time of the master plan update, this station was inoperable due to pump equipment issues, electrical issues, and pump control issues.

This pump station is needed based on the 10-year storm CTP model. Figure 4-5 shows that without the pump, residential areas will become inundated.



| | |
|--------------------------|--|
| Pumps | (2) Flygt 7080-885, 880 rpm, 215 hp submersible axial flow (21,000 gpm at 26') |
| | (1) Flygt CP-30856 submersible centrifugal jockey pump (3 hp) at 300 gpm |
| Standby Power | 800A Kirk-Key Interlock (manual transfer switch) for portable engine-generator |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | n/a |
| Electrical Pad Elevation | 18.2 feet NAVD |
| Effective BFE | 18.0 feet NAVD |

The station is inoperable, and while a plug and manual transfer switch are provided for a portable engine generator-set, there is no guarantee that either the EG-set or personnel to plug it in and turn it on will be available when power fails. Without any associated flood storage, adjacent areas will begin to flood just as soon as the power is gone. (This can occur with relatively minor storms if Penitencia Creek levels preclude gravity drainage.) The station needs to be retrofit with a permanent skid-mounted 400kW engine generator-set equipped with an automatic transfer switch to provide emergency power whenever the PG&E power supply fails, and there is a call for one of the pumps. Electrical work is required to make the station operational, and the current bubbler level sensor needs replacement. *[Low Priority]*

Capital Improvement Recommendation

Permanent standby power needs to be furnished at the site. Estimated capital costs are:

Table 4-7: Low Priority CIP for Spence Creek Pump Station

| Capital Improvement | Estimated Cost |
|--------------------------------------|------------------|
| 800A automatic transfer switch | \$60,000 |
| Motor Control Center modifications | \$80,000 |
| Miscellaneous electrical work | \$40,000 |
| 400kW EG-Set in acoustic enclosure | \$240,000 |
| Engineering and Administration (20%) | \$80,000 |
| Contingency (50%) | \$250,000 |
| CIP Cost | \$750,000 |

Bellew Pump Station

| | |
|-----------------------------------|----------------------------|
| Facility ID | SD-11 |
| Location | 481 Murphy Ranch Road |
| Discharges to | Coyote Creek at STA 616+00 |
| Design WSEL at Discharge Location | 32.7 feet NAVD |
| Storage | Wet well only |
| Tributary Area | 270 acres (industrial) |
| Station Capacity | 375 cfs |
| 10-year Inflow | 45.6 cfs |
| 100-year Inflow | 49.7 cfs |
| Excess Capacity | 325.3 cfs |

Located at the end of Bellew Drive within the Milpitas Business Park Development, this facility drains the industrial area located between Coyote Creek and Interstate 680; from State Highway 237 to the Hetch-Hetchy aqueduct. This station has excess capacity to discharge the 100-year inflow.

Since the last master plan update, the underground fuel tank has been replaced with a belly tank under the emergency generator.

Equipment Schedule

| | |
|------------------------|---|
| Pumps | (3) Cascade 42MF axial flow (460 rpm, 600 hp, 56,000 gpm at 29 feet TDH)
(1) Cascade 10MF 3,100 gpm 40 hp electric jockey |
| Prime Power | (2) Baldor 1,800 rpm 600 hp electric motors with variable frequency drive
(1) Caterpillar 3412 diesel engine rated at 750 hp (2,100 rpm) |
| Standby Power | 650 kW diesel generator to run electric motors |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | 2,500 gallons; 72 hours at peak load (direct drive engine)
1,450 gallons for diesel generator |
| Finish Floor Elevation | 25.2 feet NAVD |
| Effective BFE | Shaded Zone X (area of moderate flood hazard) |

Identified Deficiencies

Capital improvements are not necessary to maintain adequate pumping capacity at the Bellew Pump Station. However, during the Coyote Creek flood event of 2017, which produced water surface elevations in the creek that were a few feet from spilling over the levee at the Bellew Pump Station outlet, the outlet itself was submerged and water was flowing back through the pump discharge into the station wet well. City crews tried to improve the backflow prevention but could not; an engineered solution is needed to prevent creek backflow when the outlet is submerged and prevent excessive pump cycling due to high stage at Coyote Creek.

Murphy Pump Station

| | |
|-----------------------------------|----------------------------|
| Facility ID | SD-12 |
| Location | 801 Murphy Ranch Road |
| Discharges to | Coyote Creek at STA 636+00 |
| Design WSEL at Discharge Location | 34.0 feet NAVD |
| Storage | Wet well only |
| Tributary Area | 130 acres (industrial) |
| Station Capacity | 200 cfs |
| 10-year Inflow | 118.8 cfs |
| 100-year Inflow | 197.5 cfs |
| Excess Capacity | 2.5 cfs |

Located just south of the Hetch-Hetchy aqueduct in the Milpitas Business Park Development, this facility drains the industrial area located between Coyote Creek and Interstate 680; from Hetch-Hetchy to Tasman Drive. This station has excess capacity to discharge the 100-year inflow. A control system upgrade is planned soon.

Equipment Schedule

| | |
|------------------------|---|
| Pumps | (3) Cascade 30MF axial flow (525 rpm, 250 hp, 30,000 gpm at 27 feet TDH)
(1) Cascade 8MF 2,900 gpm 25 hp electric jockey |
| Prime Power | (3) Cummins NT655P diesel engines rated at 335 hp (2,600 rpm) |
| Standby Power | Not required |
| Control Power | 120 VAC backed up by 24 VDC batteries with charger |
| Fuel Storage | 2,000 gallons; 120 hours at peak load (3 pumps) |
| Finish Floor Elevation | 27.7 feet NAVD |
| Effective BFE | Shaded Zone X (area of moderate flood hazard) |

Identified Deficiencies

Capital improvements are not necessary to maintain adequate pumping capacity at the Murphy Pump Station. However, during the Coyote Creek flood event of 2017, which produced water surface elevations in the creek that were a few feet from spilling over the levee at the Murphy Pump Station outlet, the outlet itself was submerged and water was flowing back through the pump discharge into the station wet well. City crews tried to improve the backflow prevention but could not; an engineered solution is needed to prevent creek backflow when the outlet is submerged and prevent excessive pump cycling due to high stage at Coyote Creek.

Control systems have exceeded their life expectancy and with performance issues becoming increasingly problematic, control system rehabilitation is a **high priority project** expected to cost \$250,000.

Oak Creek Pump Station

| | |
|-----------------------------------|----------------------------|
| Facility ID | SD-13 |
| Location | 1521 McCarthy Boulevard |
| Discharges to | Coyote Creek at STA 678+00 |
| Design WSEL at Discharge Location | 38.3 feet NAVD |
| Storage | Wet Well and Pipe |
| Tributary Area | 280 acres (industrial) |
| Station Capacity | 320 cfs |
| 10-year Inflow | 102.5 cfs |
| 100-year Inflow | 216.4 cfs |
| Excess Capacity | 103.6 cfs |

Oak Creek Pump Station drains an industrial area at the southwestern corner of Milpitas, between Coyote Creek and Interstate 680 Tasman Drive to Montague Expressway. Because the direct-drive engines appear to be slightly overloaded when the Coyote Creek stage is high, they tend to run warm. A control system upgrade is planned soon.

Equipment Schedule

| | |
|------------------------|--|
| Pump | (3) Aurora 36P axial flow (590 rpm, 600hp, 48,000 gpm at 28.5 feet TDH)
(1) Aurora 10LM 2,900 gpm 25 hp electric jockey |
| Prime Power | (3) Caterpillar 3408 diesel engines rated at 480 hp (2,100 rpm) |
| Standby Power | Not required |
| Fuel Storage | 2,000 gallons; 80 hours at peak load (3 pumps) |
| Finish Floor Elevation | 33.7 feet NAVD |
| Effective BFE | Shaded Zone X (area of moderate flood hazard) |

Identified Deficiencies

Capital improvements are not necessary to maintain adequate pumping capacity at the Oak Creek Pump Station. However, during the Coyote Creek flood event of 2017, which produced water surface elevations in the creek that were a few feet from spilling over the levee at the Oak Creek Pump Station outlet, the outlet itself was submerged and water was flowing back through the pump discharge into the station wet well. City crews tried to improve the backflow prevention but could not; an engineered solution is needed to prevent creek backflow when the outlet is submerged and prevent excessive pump cycling due to high stage at Coyote Creek.

Control systems have exceeded their life expectancy and with performance issues becoming increasingly problematic, control system rehabilitation is a **high priority project** expected to cost \$250,000.

Chapter 5: Operations, Maintenance, and Replacement

The intent of this Master Plan is not as a treatise on storm drain system operations and maintenance requirements or techniques (City operations and maintenance staff are the foremost authorities on this subject.) Rather, some foresight provided into anticipated ongoing maintenance schedules, including periodic replacement of major storm drain system components.

Milpitas is over 60 years old, and some of its older storm drainage infrastructures, particularly pumping equipment, are reaching the end of its useful life. Over the next several decades, major equipment replacements will be needed, and the City needs to set aside sufficient funds for annual facility maintenance and a systematic long-term replacement program, as outlined in Chapter 6.

General Maintenance Regimen

Table 5-1 presents very general criteria that may be useful in establishing a routine maintenance regimen. Again, city staff will have the best feel for the necessary frequency and extent of ongoing maintenance on a system-by-system basis. Also, maintenance needs will fluctuate depending upon seasonal and annual factors, particularly the amount of precipitation, and to a lesser extent, the general climate.

It is vitally important that all collection, storage, and pumping systems be in working order prior to the start of Milpitas's wet season near the end of October. Realizing the limited number of maintenance staff and the finite number of hours in a year, it is a given that certain items will have higher priorities than others.

Table 5-1: Storm System Maintenance Guidelines

| Category | Schedule |
|--|------------------------------------|
| Inlet Inspection | annually (summer-fall) |
| Inlet Cleaning | as required (ongoing) |
| Storm Drainpipe Cleaning | continuous if possible (ongoing) |
| Channel Cleaning | annually (fall) |
| Detention Basin Dredging | every ten years |
| Wet Well Cleaning | annually (fall) |
| Direct Observation/Inspection | monthly (year-round) |
| Pump Exercising | monthly (year-round) |
| Engine Exercising | monthly at full load (year-round) |
| Equipment Lubrication | per manufacturers' recommendations |
| Preventative Maintenance per Equipment O&M | annually (spring) |
| Clean and Polish Diesel Fuel/Remove Water | annually (fall) |
| Underground Storage Tank Inspection | weekly |
| Aboveground Storage Tank Inspection | monthly |
| Motor / Engine Control Testing | annually (fall) |

Collection System Maintenance

The storm drain and channel system cannot function if one of its components is plugged. Even though hydraulic analyses say criteria are met, blocked inlets, pipes, or channels will cause flooding, potentially with serious consequences; lagoons and pumping forebays need to be monitored and periodically dredged to preserve design capacities. Even the most rigorous maintenance programs cannot prevent all problems during a storm event; still, problems must not accumulate.

It is also important to maintain the more natural drainage features such as open channels and lagoons as drainage features, so they do not become jurisdictional and require extensive regulatory permits to perform what should be routine maintenance.

Based on system history, the most significant problems occur at the base of the foothills, where sediment- and debris-laden runoff are easily carried within the steeper pipes and streets. This sediment and debris, some of which originates outside of the city limits in unincorporated Santa Clara County, are deposited as the topography flattens out to the west.

Adding debris basins and modifying inlets along Evans Road and Piedmont Road could help with the maintenance effort. Depending on the desired frequency for maintenance, storage in debris basins made to handle sediment and debris as described in Chapter 3. Retrofitting certain storm drain inlets to mimic the existing inlet for Piedmont Creek on Piedmont Road, as shown in Figure 5-1, would also help ease downstream maintenance.



Figure 5-1: Trash and Debris Protection at Piedmont Creek Inlet

Another area of concern is where so-called “self-cleansing” velocities of two feet per second are not maintained even with significant runoff. This circumstance may occur in larger diameter pipelines, particularly in the terminal drainage areas west of Interstate 880. Collection systems in terminal drainage areas have been designed to handle the 100-year discharge where pipes are continuously submerged in water due to backwater from pump stations.

Open Channel Maintenance

Open channels are important to maintain to allow for proper stormwater drainage from the city storm drain system. Debris and overgrown vegetation in open channels owned by the City should be removed to keep creek levels low so that stormwater in the collection system can drain out and not surcharge. There are surcharges causing flooding in the storm drain network in the existing system due to high creek levels in Wrigley-Ford Creek. Figure 5-2 shows that decreasing the Manning's roughness coefficient of Wrigley-Ford Creek to reflect the effects of maintained creek results in reduced surcharges in the collection system. Figures 5-3 and 5-4 show the creek WSEL profile with and without maintenance allowed by the Wrigley-Ford Creek maintenance permit for 10-year and 100-year storm.

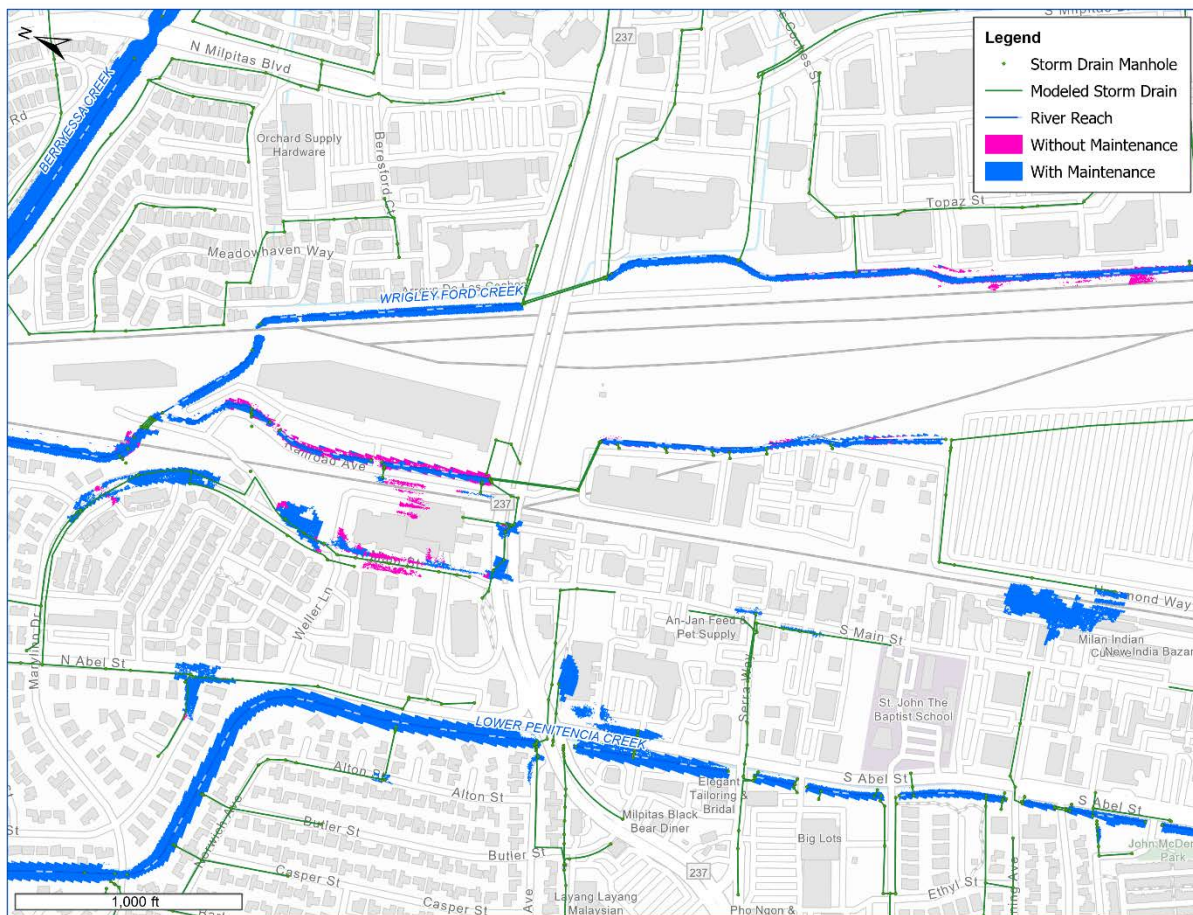


Figure 5-2: Wrigley-Ford Creek Flooding with and Without Maintenance for 10-Year Storm

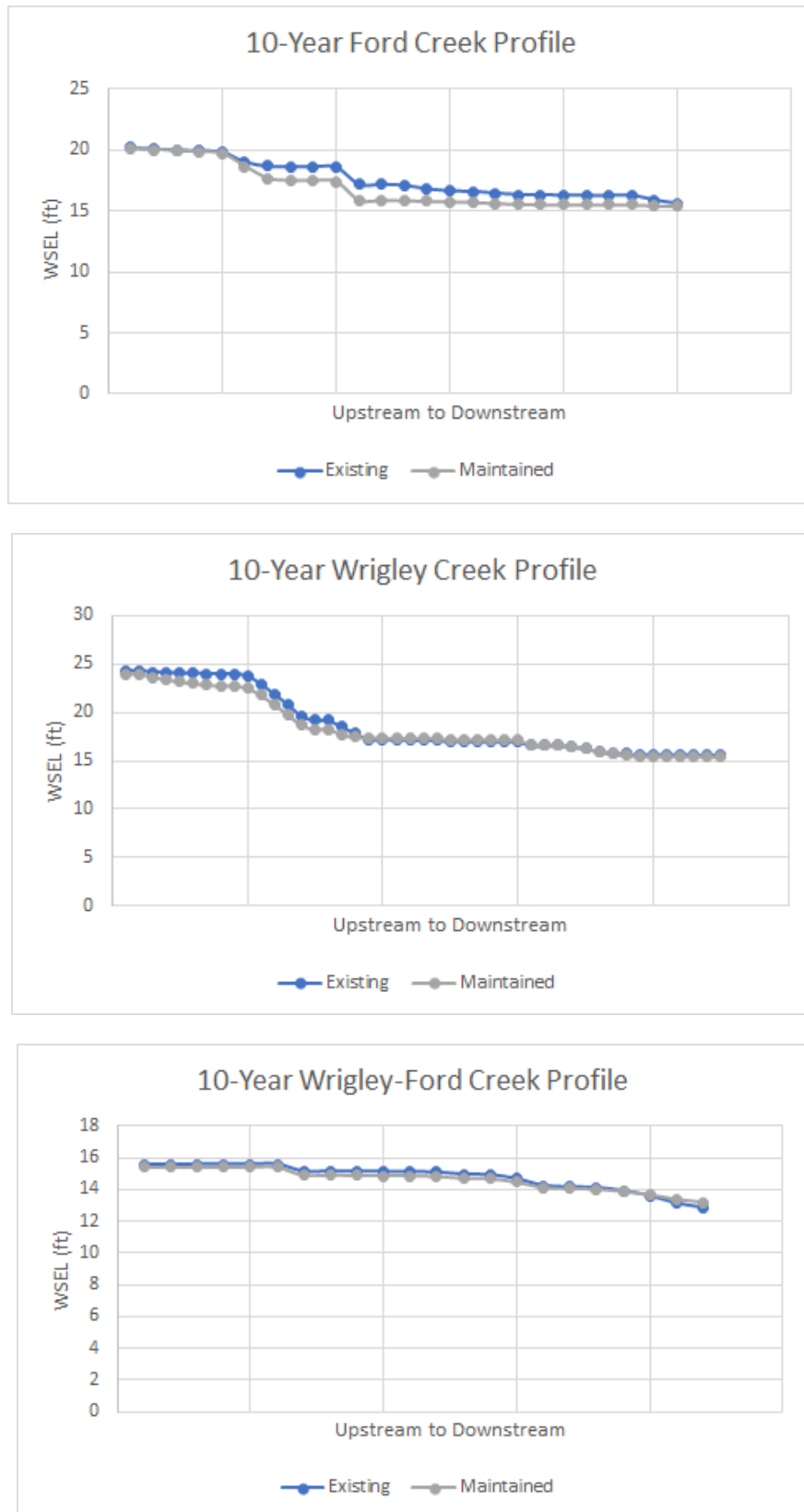


Figure 5-3: 10-Year Storm Profile with and without Maintenance on Wrigley, Ford, and Wrigley-Ford Creek

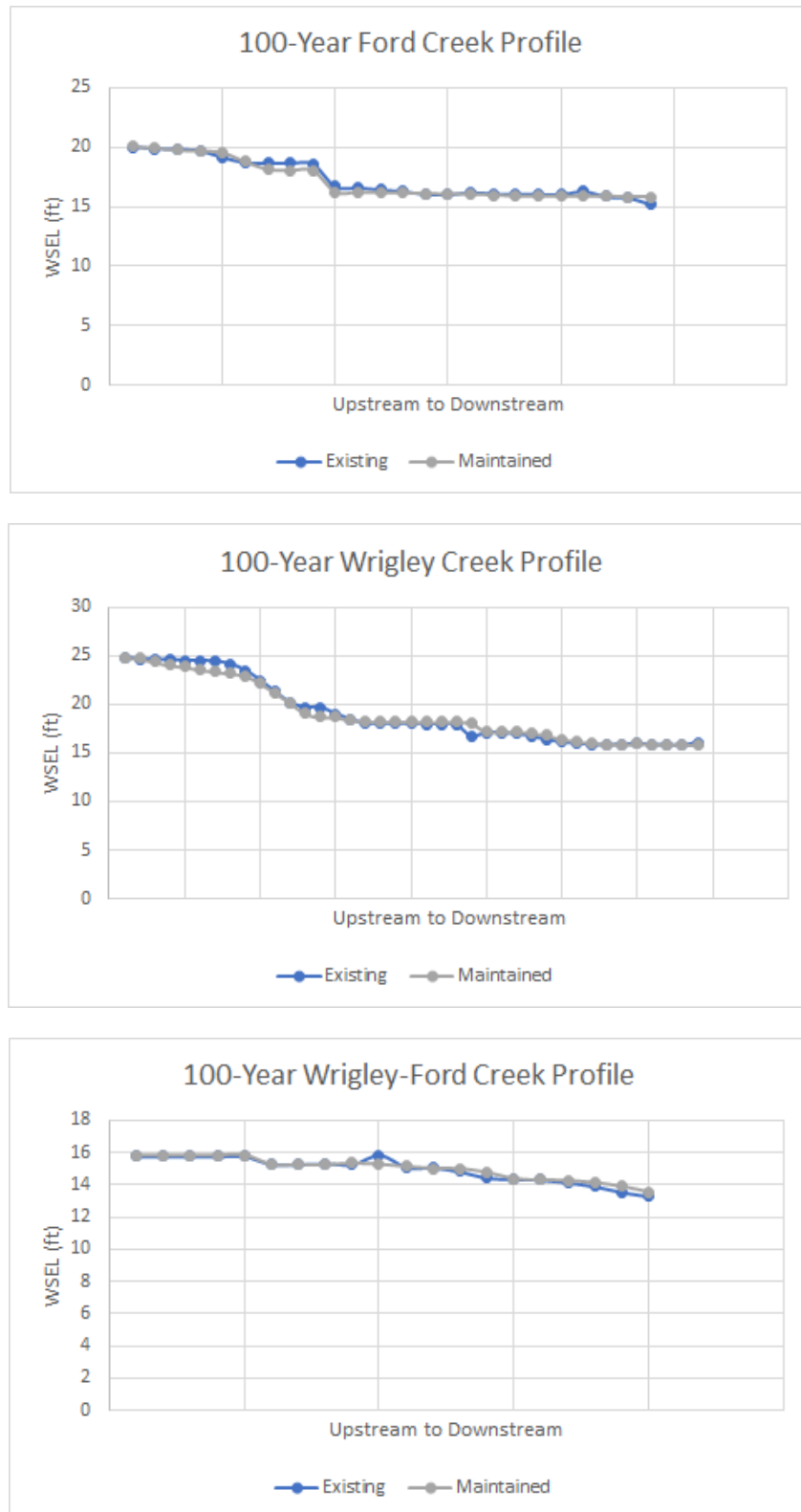


Figure 5-4: 100-Year Storm Profile with and without Maintenance on Wrigley, Ford, and Wrigley-Ford Creek

Pumping Facility Maintenance

Pumping stations are critical to maintain since mechanical or electrical failure can jeopardize system operation. Each pump station should have a bound copy of its site-specific operations and maintenance manual on-site, and all personnel need to be familiar with the contents of these manuals.

Proper equipment lubrication and maintenance following manufacturers' recommendations (which must be included in the operations and maintenance manual) is essential to efficient operation and longevity, particularly when one considers how infrequently pump operation may occur. For this reason, any pump station control system that does not automatically alternate lead and lag pump status so that each pump within a station operates roughly the same number of hours every year should be retrofit to do so.

Appendix B outlines pump station design, maintenance, and operation features that can help further the maintenance effort. All engine drive units installed run on diesel fuel. Table 5-2 summarizes the recommended frequency.

Table 5-2: Typical Maintenance Frequency for Engines and EG Sets

| Maintenance Task | Operating Time | Calendar Time |
|---|----------------|---------------|
| Inspect fuel, oil level, coolant | 8 hr | 1 m |
| Inspect air cleaner, battery | 50 hr | 1 yr |
| Clean governor linkage, breather, air cleaner | 100 hr | 1 yr |
| Clean fuel filter, replace oil filter, change crankcase oil, check switchgear | 200 hr | 1 yr |
| Clean commutator, collector rings, relays, cooling system; inspect brushes, valve clearances, starting and stopping systems, water pump | 500 hr | 1 yr |
| Check injectors, grind valves (if required), remove carbon, clean oil passages, replace secondary fuel filter, clean generator, and grease bearings | 1000 hr | 2 yr |

Municipal Regional Stormwater Permit Requirements

Milpitas participates in the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) as a co-permittee under the California Regional Water Quality Control Board San Francisco Bay Region (Water Board) Municipal Regional Stormwater NPDES Permit (Order No. R2-2015-0049). Also referred to as the "MS4 Permit" or "MRP", it became effective November 19, 2015. Requirements outlined in the City's MS4 Permit are subject to change. As such, this storm drain master plan does not intend to document specific NPDES requirements or their implementation; but rather provide a brief background regarding the requirements likely to affect system-wide operation and maintenance. An allowance is made in Chapter 6 for typical annual costs to satisfy system-wide permit requirements. A permit update (MRP3.0) is in the draft form currently and anticipated to be adopted in 2021.

Regulatory Background

The Water Board has found that stormwater runoff from urban and developing areas within the San Francisco Bay region contains significant sources of pollutants that contribute to water quality impairment in the waters of the region. In Milpitas, these could include creeks, streams, and San Francisco Bay. In conformance with the Clean Water Act, the Water Board has established total maximum daily loading limits (TMDLs) for various pollutants to gradually eliminate the water bodies' impairment and attain water quality standards.

As a co-permittee, Milpitas is required to effectively prohibit the discharge of anything other than stormwater into storm drain systems and watercourses. It is specifically prohibited from discharging rubbish, refuse, sediment, or other solid wastes into surface waters or anywhere such trash will eventually transport to surface waters, including floodplain areas.

Routine Practices

Implement best management practices (BMPs) to control and reduce polluted stormwater and non-stormwater discharges to storm drains and watercourses during operation, inspection, and routine repair and maintenance activities of municipal facilities and infrastructure, including storm drain infrastructure. These practices apply to:

- Road repair and maintenance
- Sidewalk and other hardscape repairs, maintenance, and cleaning
- Structural maintenance (e.g., bridge repair) and graffiti removal
- Stormwater pump station operation and maintenance
- Corporation yard activities
- Construction sites
- Pesticide toxicity control

Milpitas must implement an industrial and commercial site control program at all sites that could reasonably be considered to cause storm water runoff pollution. Routine inspections and enforcement to abate actual or potential pollution sources need to be consistent with an Enforcement Response Plan prepared to confirm the implementation of appropriate and effective pollutant controls by industrial and commercial site operators. In addition, Milpitas is responsible detecting and eliminating illicit discharges by any party within its jurisdiction. An illicit discharge program shall be developed and implemented to include active surveillance, a centralized point of contact for complaints, a tracking system, and reporting. Public outreach and water quality monitoring, which can be collaborative with other co-permittees such as the Santa Clara Valley Water District, also permit requirements.

New Development and Redevelopment

Milpitas administers the implementation of new development and redevelopment projects to comply with the Municipal Regional Stormwater Permit requirements. For regulated projects (which is a function of size, land use, and location), this includes project review and permitting in the areas of site design, onsite stormwater treatment, hydro-modification management, landscaping, trash enclosures, plumbing, swimming pool water disposal, and fire test water disposal. The MS4 Permit does allow the City to consider the construction of regional stormwater treatment facilities in lieu of treatment on individual building sites. Such regional stormwater treatment facilities are not factored into capital planning for the stormwater system described in this master plan document.

Green Infrastructure

The City of Milpitas Green Infrastructure Plan (GI Plan) aims to gradually transform the urban landscape and storm drainage systems from “gray” to “green”. It involves shifting from having stormwater runoff flow directly off impervious surfaces into the storm drainage system to having runoff flow into a local, sustainable system such as draining into vegetated areas for infiltration and evaporation, collecting runoff for non-potable uses, using permeable pavements, and treating runoff with biotreatment. This green infrastructure will help limit the transport of pollutants in stormwater by reducing runoff. Coordinating the proposed CIP projects with street greening can lower the marginal cost of stormwater management.

Trash Capture

Trash originating from the city's Municipal Separate Sewer System (MS4) must be captured before it enters the waterways by the year 2022 (the draft permit may revise the deadline to 2023). The City is accomplishing this through full trash capture systems and devices located at individual storm drain inlets. One example is the screening device at Wrigley-Ford Pump Station. It is outside the scope of the master plan to identify and model these devices; however, the design and operation of these devices may result in impediments to flow and the potential to cause localized flooding. This needs consideration during the locating and design of these devices, and ongoing operations and maintenance.

System Replacement

With predominantly reinforced concrete pipe, collection system materials can be expected to last indefinitely, so a major replacement schedule for the pipe is not presented. System breaks, joint misalignment, and other problems do occur, of course, so periodic collection system rehabilitation has been included with the estimated annual maintenance cost.

On the other hand, pumping facilities rely heavily on mechanical and electrical equipment that will wear out, particularly since the stations are not operated constantly. On average, pumping equipment can be expected to last anywhere from 20 to 30 years with proper maintenance. Structural facilities should last much longer – at least 50 years – although metal, wood, and even concrete surfaces all require regular care.

Table 5-3 lists Milpitas' pumping facilities, their approximate age, and possible dates for mechanical and electrical equipment replacement to be completed within 5-year intervals based on input from City staff. Major rehabilitation might include complete pump station replacement, depending upon the circumstances. City maintenance crews need to monitor the condition of these facilities and prepare for system replacement several years in advance.

More detailed pump station assessments are provided in Chapter 6. Thorough individualized pump station assessments should be made prior to undertaking major equipment replacement or station rehabilitation.

Table 5-3: Pumping Facility Replacement

| ID | Station Name | Originally Built | Age (years) | Recent Equipment Replacement | Proposed Schedule for | |
|----|-------------------------|------------------|-------------|------------------------------|-----------------------|----------------------|
| | | | | | Equipment Replacement | Major Rehabilitation |
| 1 | California Cr | 1983 | 38 | | 2030 | 2070 |
| 2 | Jurgens | 1989 | 32 | Ventilation | High Priority CIP | High Priority CIP |
| 3 | McCarthy | 1994 | 27 | | 2045 | 2075 |
| 4 | Abbott | 1983 | 38 | Equip rehab/motors | 2040 | 2070 |
| 5 | Minnis ¹ | 1978 | 43 | Pumps/ATS | 2050 | 2050 |
| 6 | Penitencia ¹ | 1960 | 61 | Engines rebuilt | High Priority CIP | High Priority CIP |
| 7 | Wrigley-Ford | 1993 | 28 | | 2035 | 2070 |
| 8 | Berryessa ² | 1977 | 44 | Electronics | 2045 | 2045 |
| 9 | Manor | 1993 | 28 | Pumps and motors | 2040 | 2070 |
| 10 | Spence Ck | 1988 | 33 | | 2030 | 2065 |
| 11 | Bellew ³ | 1985 | 36 | | 2060 | 2060 |
| 12 | Murphy | 1983 | 38 | | 2035 | 2070 |
| 13 | Oak Creek | 1979 | 42 | | 2025 | 2055 |

¹Scheduled as High-priority CIP

²All pumping, electrical, and control equipment replaced and flood-proofed in 2006

³Two engines replaced with electric motors, variable frequency drives, and controls in 2012

Chapter 6: Storm Drainage Funding Requirements

This chapter summarizes budget requirements to fund Capital Improvement Program projects described in Chapter 3, and facility maintenance and replacement as outlined in Chapter 4 and 5. Table 6-1 summarizes these projects. Table 6-2 provides summary costs for the high priority CIP and Table 6-3 lists low priority capital project summary costs. Detailed cost breakdowns may be found in Appendix C.

Table 6-1: Comprehensive Master Plan CIP Projects

| CIP Project | Priority |
|--------------------------------|-----------|
| Abbott Pump Station | Low |
| BERRY_10 | High |
| CAL_1 | Low |
| CAL_2 | High |
| CAL_3 | High |
| CAL_4 | Low |
| COCHES_5 | High |
| COCHES_8 | Low |
| Inlet Replacements | High |
| Jurgens Pump Station | High |
| LP_12 | Low |
| LP_14 | Low |
| LP_15 | Extension |
| LP_16 | Extension |
| LP_17 | Extension |
| LP_18 | Extension |
| Murphy Pump Station | High |
| Oak Creek Pump Station | High |
| Penitencia Pump Station | High |
| Spence Creek Pump Station | Low |
| WF_11 | Low |
| WF_13 | Low |
| Wrigley-Ford Creek Maintenance | Low |

Table 6-2: High Priority CIP Project Cost Summary

| Improvement ID | Improvement Street | Construction | Engineering / Inspection | CIP Total |
|----------------|-------------------------|--------------|--------------------------|---------------------|
| BERRY_10 | Ames Avenue | \$1,390,000 | \$280,000 | \$1,670,000 |
| CAL_2 | Jacklin Road | \$800,000 | \$160,000 | \$960,000 |
| CAL_3 | Bayview Park Drive | \$180,000 | \$40,000 | \$220,000 |
| COCHES_5 | S Park Victoria Drive | \$9,640,000 | \$1,930,000 | \$11,570,000 |
| INLETS | Inlet Replacements | \$1,170,000 | \$230,000 | \$1,400,000 |
| JURGENS | Jurgens Pump Station | \$12,500,000 | \$2,500,000 | \$15,000,000 |
| MURPHY | Murphy Pump Station | \$250,000 | | \$250,000 |
| PENITENCIA | Penitencia Pump Station | \$8,000,000 | \$2,000,000 | \$10,000,000 |
| OAK | Oak Creek Pump Station | \$250,000 | | \$250,000 |
| | | \$34,180,000 | \$7,140,000 | \$41,320,000 |

Table 6-3: Low Priority CIP Project Cost Summary

| Improvement ID | Improvement Street | Construction | Engineering / Inspection | CIP Total |
|----------------|--------------------------|--------------|--------------------------|---------------------|
| ABBOTT | Abbott Pump Station | \$1,200,000 | \$200,000 | \$1,400,000 |
| CAL_1 | Tice Drive | \$280,000 | \$60,000 | \$340,000 |
| CAL_4 | Wool Drive | \$1,930,000 | \$390,000 | \$2,320,000 |
| COCHES_8 | Foothill Park | \$860,000 | \$170,000 | \$1,030,000 |
| LP_12 | Main St – Serra Way | \$240,000 | \$50,000 | \$290,000 |
| LP_14 | North Abel Street | \$4,250,000 | \$850,000 | \$5,100,000 |
| SPENCE | Spence Creek PS | \$620,000 | \$130,000 | \$750,000 |
| WF_11 | Comet Drive | \$160,000 | \$30,000 | \$190,000 |
| WF_13 | Railroad Avenue | \$1,970,000 | \$390,000 | \$2,360,000 |
| WFC | Wrigley-Ford Creek Maint | \$600,000 | \$200,000 | \$800,000 |
| | | \$12,110,000 | \$2,470,000 | \$14,580,000 |

Table 6-4: Storm Drain Extension CIP Project Cost Summary

| Improvement ID | Improvement Street | Construction | Engineering / Inspection | CIP Total |
|----------------|----------------------|--------------|--------------------------|------------------|
| LP_15 | Main St/Tom Evatt Pk | \$150,000 | \$30,000 | \$180,000 |
| LP_16 | Main St | \$130,000 | \$30,000 | \$160,000 |
| LP_17 | Main St/Sinnott Ln | \$50,000 | \$10,000 | \$60,000 |
| LP_18 | Main St/Carlo St | \$90,000 | \$20,000 | \$110,000 |
| | | \$420,000 | \$90,000 | \$510,000 |

Table 6-5 summarizes estimated annual costs for implementing the proposed priority Capital Improvement Program, the next series of long-term replacement projects (through 2050), and annual system maintenance. All cost estimates are in 2021 dollars (ENR Index = 13,500). Annual equal payment capital recovery costs assume 20-year financing with a six percent interest rate. The cost of money associated with actual project timing is assumed to be included with CIP contingencies. To set aside sufficient funds for high priority work, amortized annual costs for low priority projects are not calculated since these optional projects would likely be built only with outside funding in conjunction with other work or undertaken after the 20-year CIP.

Table 6-5: Storm Drainage Funding Requirements

| Category | Present Worth | Annualized Cost |
|--|---------------|-----------------|
| High Priority CIP Implementation ¹ | \$40,000,000 | \$3,500,000 |
| Long-Term Equipment Replacement ² | \$13,000,000 | \$1,500,000 |
| Annual Operations and Maintenance ³ | --- | \$2,500,000 |
| Total Budget | \$53,000,000 | \$7,500,000 |

¹See Table 6-2 and Table 6-4 (summary present worth is rounded)

²See Table 6-11; includes next series of scheduled replacements only, for consistency with a 20-year CIP

³See Table 6-9

Spread over Milpitas' 6,048 acres of developed or developable land, the average annual cost per acre is \$1,240 to fund high priority Master Plan improvements, replace equipment over the life of the CIP, and maintain storm drainage facilities.

Cost Basis of Capital Improvement Program

Chapter 3 discusses evaluation criteria used to prioritize improvements. Based on hydrologic and hydraulic analyses of stormwater collection and pumping facilities, master plan improvements will bring systems into compliance with performance criteria. This is a master plan level effort. Hence, many of the practical constraints that will govern the detailed design and construction of actual infrastructure improvements are unknown at this time, such as:

- Utility interference and relocation;
- Right-of-way and/or easement availability;
- Traffic control requirements;
- Geotechnical and hazardous waste conditions;
- Archaeological discoveries and environmental impacts; and/or
- Regulatory and permitting requirements.

Since these impacts cannot be estimated with any certainty, this master plan's approach is to estimate capital improvement costs based on current construction market conditions and apply 10% for mobilization and demobilization, 5% for traffic control, and 40% on contingency. A 40% contingency has been included to account for 15% design and 25% construction contingency. Table 6-6 and 6-7 provide unit cost information for storm drain collection systems. Table 6-8 summarizes the calculation of estimated CIP cost by Master Plan improvement priority. Costs are based on bids and other data from past storm drain projects adjusted to the current ENR index (13,500).

Table 6-6: Storm Drainpipe Collection Costs per Lineal Foot

| Diameter | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 60" | 72" | 84" | 94" |
|------------------------|------------|------------|------------|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Pipe | 283 | 350 | 447 | 516 | 614 | 692 | 789 | 898 | 1,171 | 1,590 | 1,920 |
| 10% Mob/Demob | 28 | 35 | 45 | 52 | 61 | 69 | 79 | 90 | 117 | 159 | 192 |
| 5% Traffic Control | 14 | 18 | 22 | 26 | 31 | 35 | 39 | 45 | 59 | 80 | 96 |
| 40% Contingency | 113 | 140 | 179 | 206 | 246 | 277 | 316 | 359 | 469 | 636 | 768 |
| Total Unit Cost | 439 | 543 | 693 | 800 | 952 | 1,073 | 1,223 | 1,392 | 1,816 | 2,465 | 2,976 |

Table 6-7: Storm Drain Manhole Costs per Unit

| Diameter | 18" | 24" | 30" | 36" | 42" | 48" | 54" | 60" | 72" | 84" | 94" |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Manhole | 13,369 | 13,655 | 13,941 | 14,228 | 14,514 | 14,801 | 16,080 | 16,406 | 18,268 | 20,915 | 23,005 |
| 10% Mob/Demob | 1,337 | 1,366 | 1,394 | 1,423 | 1,451 | 1,480 | 1,608 | 1,641 | 1,827 | 2,091 | 2,301 |
| 5% Traffic Control | 668 | 683 | 697 | 711 | 726 | 740 | 804 | 820 | 913 | 1,046 | 1,150 |
| 40% Contingency | 5,347 | 5,462 | 5,577 | 5,691 | 5,806 | 5,920 | 6,432 | 6,562 | 7,307 | 8,366 | 9,202 |
| Total Unit Cost | 20,722 | 21,165 | 21,609 | 22,053 | 22,497 | 22,941 | 24,923 | 25,429 | 28,315 | 32,418 | 35,658 |

Table 6-8: Storm Drain Capital Improvements Costs

| Category | Cost |
|-------------------------------------|---------------------|
| High Priority Storm Drain Projects | \$15,820,000 |
| High Priority Pump Station Projects | \$25,500,000 |
| Low Priority Storm Drain Projects | \$12,430,000 |
| Low Priority Pump Station Projects | \$2,150,000 |
| Extension CIP | \$510,000 |
| Wrigley-Ford Creek Maintenance | \$800,000 |
| Total Budget | \$57,210,000 |

Including the extension of storm drains into underserved areas, the high priority CIP totals \$40 million. By comparison the recommended high priority CIP established in the 2013 storm drain master plan update totaled \$23 million when adjusted to 2021 dollars. Although funding requirements for storm drain projects are reduced as discussed in Chapter 3, two major pump stations are now slated for high-priority capital improvement for complete replacement. The passage of time has moved Penitencia Pump Station from the long-term replacement schedule into an immediately necessary project that involves building a completely new facility. Jurgens Pump Station was on the long-term replacement schedule, but the City is no longer satisfied with its original design premise, which intentionally used Dixon Landing Park as a forebay and storage basin. These two projects are anticipated to add \$25 million to the high priority CIP.

Annual Maintenance Costs

Existing storm drainage infrastructure and new improvements to be constructed from the CIP must be operated and maintained as described in Chapter 5. Based on these regimens and input from City staff, the annual funding levels summarized by Table 6-9 are recommended for facility operation, preventative maintenance, programmed replacement, and mandated non-point source control programs. Some allowance should also be made for increased power and fuel costs for pumping.

Table 6-9: Storm Drain Annual Operation and Maintenance Costs
 (All costs in 2021 dollars; ENR = 13,500)

| Category | Cost |
|--------------------------------|--------------------|
| Annual Operations | \$600,000 |
| Preventative Maintenance | \$500,000 |
| Wrigley-Ford Creek Maintenance | \$800,000 |
| NPDES Permit Compliance | \$300,000 |
| Programmed Replacement | \$300,000 |
| Total Annual Costs | \$2,500,000 |

Cost of Major Facility Replacement

Replacing major mechanical equipment for pumping stations is outside of the annual allowance made for programmed replacement. Detailed cost estimates to replace equipment at the Abbott Pump Station and Oak Creek Pump Station have been prepared. Estimated costs in 2020 dollars for other pump station replacement projects are based on the unit costs indicated in Table 6-10. Equal payment series capital-recovery fund amounts for equipment replacement and major rehabilitation are given in Table 6-11, based on an interest rate of six percent, and beginning to accumulate the annual fund in 2020.

Table 6-10: Storm Pumping and Storage Unit Costs

| Category | Unit Cost |
|----------------------------|-----------------------------|
| Axial Flow Pump and Driver | \$3,500 per cfs of capacity |
| Direct Drive Engine | \$950 per horsepower |
| Engine-Generator Set | \$700 per kilowatt |
| Pump Building | \$400 per square foot |
| Storage Excavation | \$40 per cubic yard |

Table 6-11: Pumping Facility Replacement

| ID | Facility | Next Scheduled Replacement | | | Second Scheduled Replacement | | |
|----|-------------------|----------------------------|---------------------|--------------------|------------------------------|---------------------|--------------------|
| | | Year | Cost | Annual Fund | Year | Cost | Annual Fund |
| 1 | California Circle | 2030 | \$1,000,000 | \$136,000 | 2070 | \$2,000,000 | \$129,000 |
| 2 | Jurgens | CIP | \$0 | \$0 | 2075 | \$3,000,000 | \$185,000 |
| 3 | McCarthy | 2040 | \$3,000,000 | \$262,000 | 2080 | \$5,000,000 | \$313,000 |
| 4 | Abbott | CIP | \$0 | \$0 | 2050 | \$1,000,000 | \$73,000 |
| 5 | Minnis | 2050 | \$1,000,000 | \$73,000 | 2080 | \$1,000,000 | \$63,000 |
| 6 | Penitencia | CIP | \$0 | \$0 | 2070 | \$2,500,000 | \$161,000 |
| 7 | Wrigley-Ford | 2035 | \$2,000,000 | \$206,000 | 2065 | \$3,000,000 | \$226,000 |
| 8 | Berryessa | 2045 | \$3,000,000 | \$234,000 | 2060 | \$1,000,000 | \$67,000 |
| 9 | Manor | 2040 | \$1,000,000 | \$87,000 | 2070 | \$1,000,000 | \$65,000 |
| 10 | Spence Creek | CIP | \$0 | \$0 | 2065 | \$1,000,000 | \$65,000 |
| 11 | Bellew | (2012) | \$0 | \$0 | 2055 | \$3,000,000 | \$208,000 |
| 12 | Murphy | CIP | \$0 | \$0 | 2070 | \$3,000,000 | \$193,000 |
| 13 | Oak Creek | 2025 | \$2,000,000 | \$475,000 | 2055 | \$3,000,000 | \$208,000 |
| | Total | | \$13,000,000 | \$1,500,000 | | \$30,000,000 | \$2,000,000 |

Note: CIP costs may be found in Table 6-2 (high priority) and Table 6-3 (low priority)

Appendix A Storm Drain Inundation Maps

Milpitas Storm Drainage CIP

CAL_1
Tice Drive
SD Improvements

Page 1 of 15

Legend

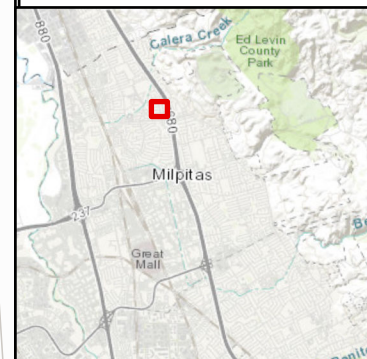
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is
existing size and 'b' indicates proposed



1 inch : 150 feet

Vicinity Map



Milpitas Storm Drainage CIP

CAL_2
Jacklin Road
SD Improvements

Page 2 of 15

Legend

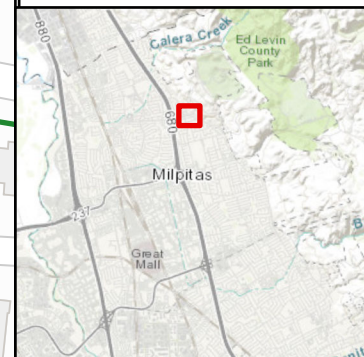
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Milpitas Storm Drainage CIP

CAL_3
Bayview Park Drive
SD Improvements

Page 3 of 15

Legend

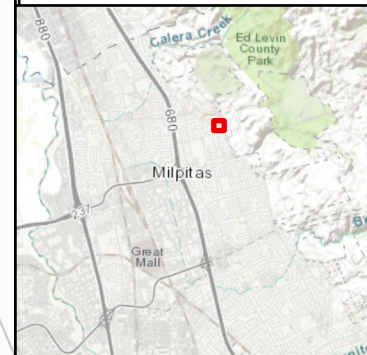
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 100 feet

Vicinity Map



Milpitas Storm Drainage CIP

CAL_4
Wool Drive
SD Improvements

Page 4 of 15

Legend

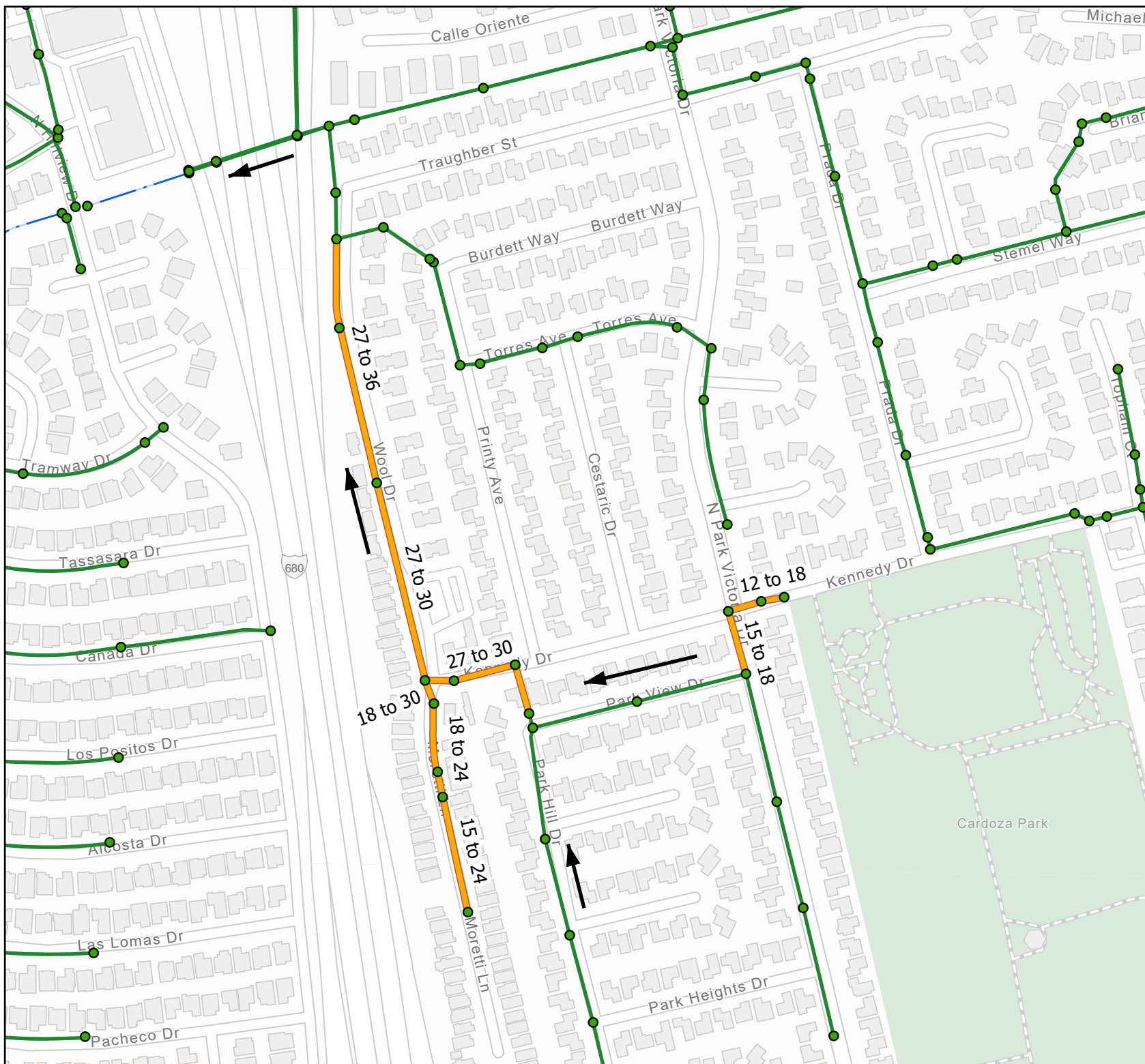
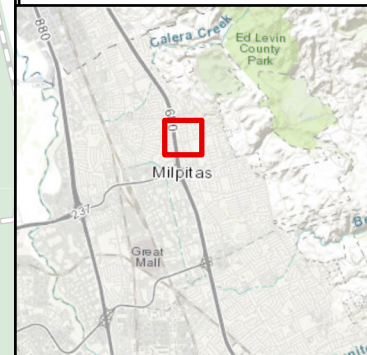
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 350 feet

Vicinity Map



Milpitas Storm Drainage CIP

COCHES_5
Coches and Piedmont Creek
SD Improvements

Page 5 of 15

Legend

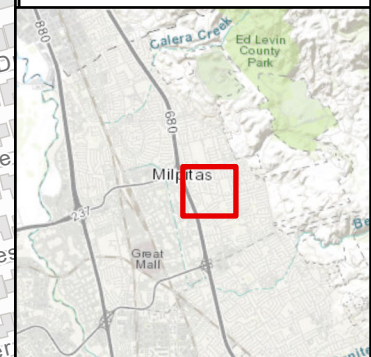
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 500 feet

Vicinity Map



New 36" outfall to Los Cochinos Creek

New 60" outfall to Piedmont Creek

Reverse flow direction away from creek with pipe replacement

Milpitas Storm Drainage CIP

COCHES_8
Foothill Park
SD Improvements

Page 6 of 15

Legend

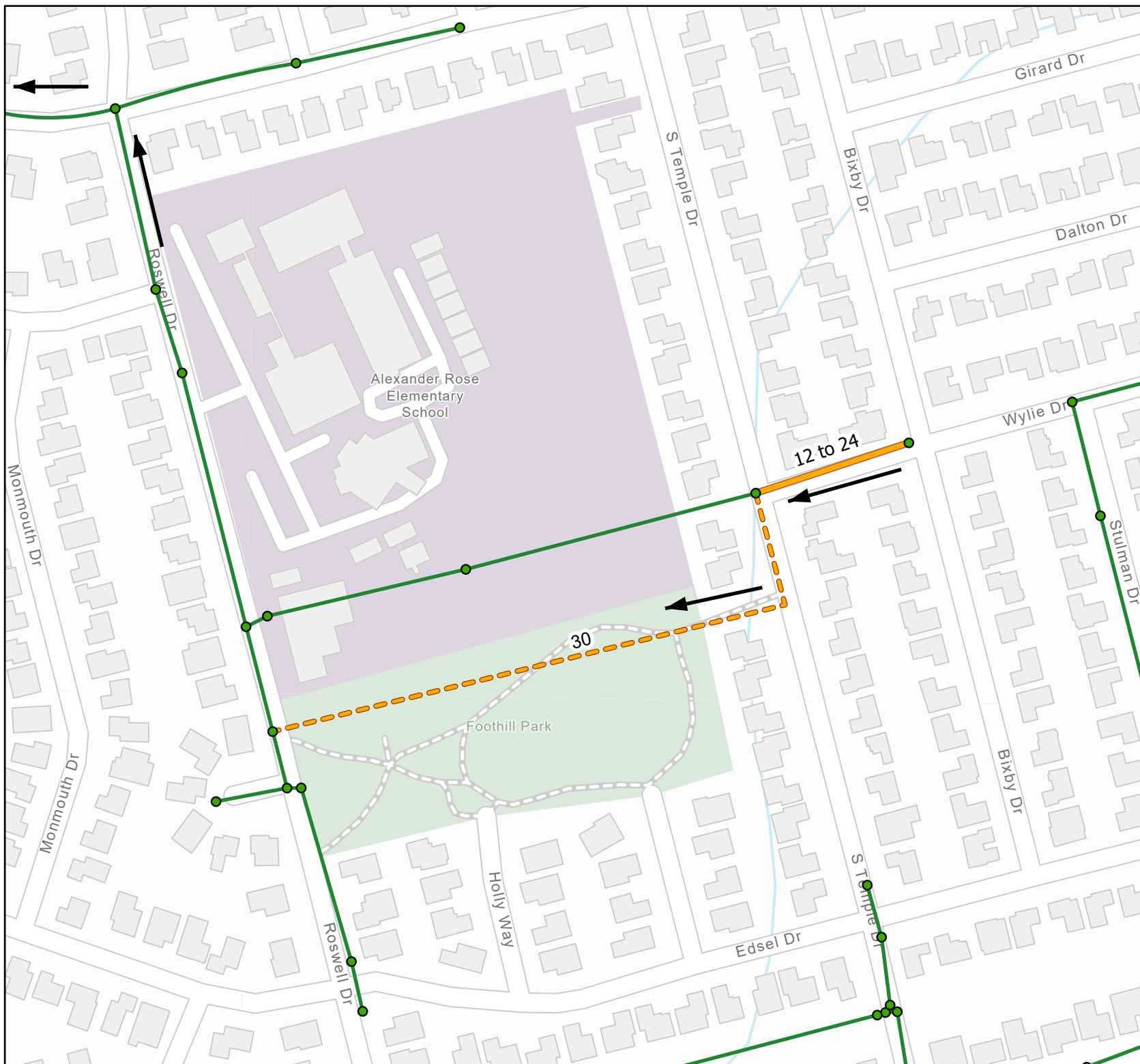
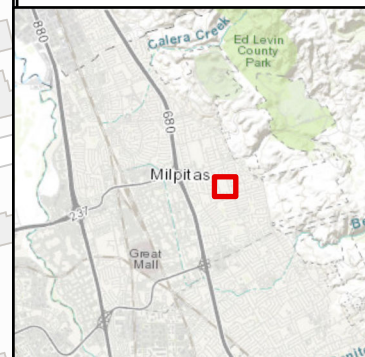
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Milpitas Storm Drainage CIP

BERRY_10
Ames Avenue
SD Improvements

Page 7 of 15

Legend

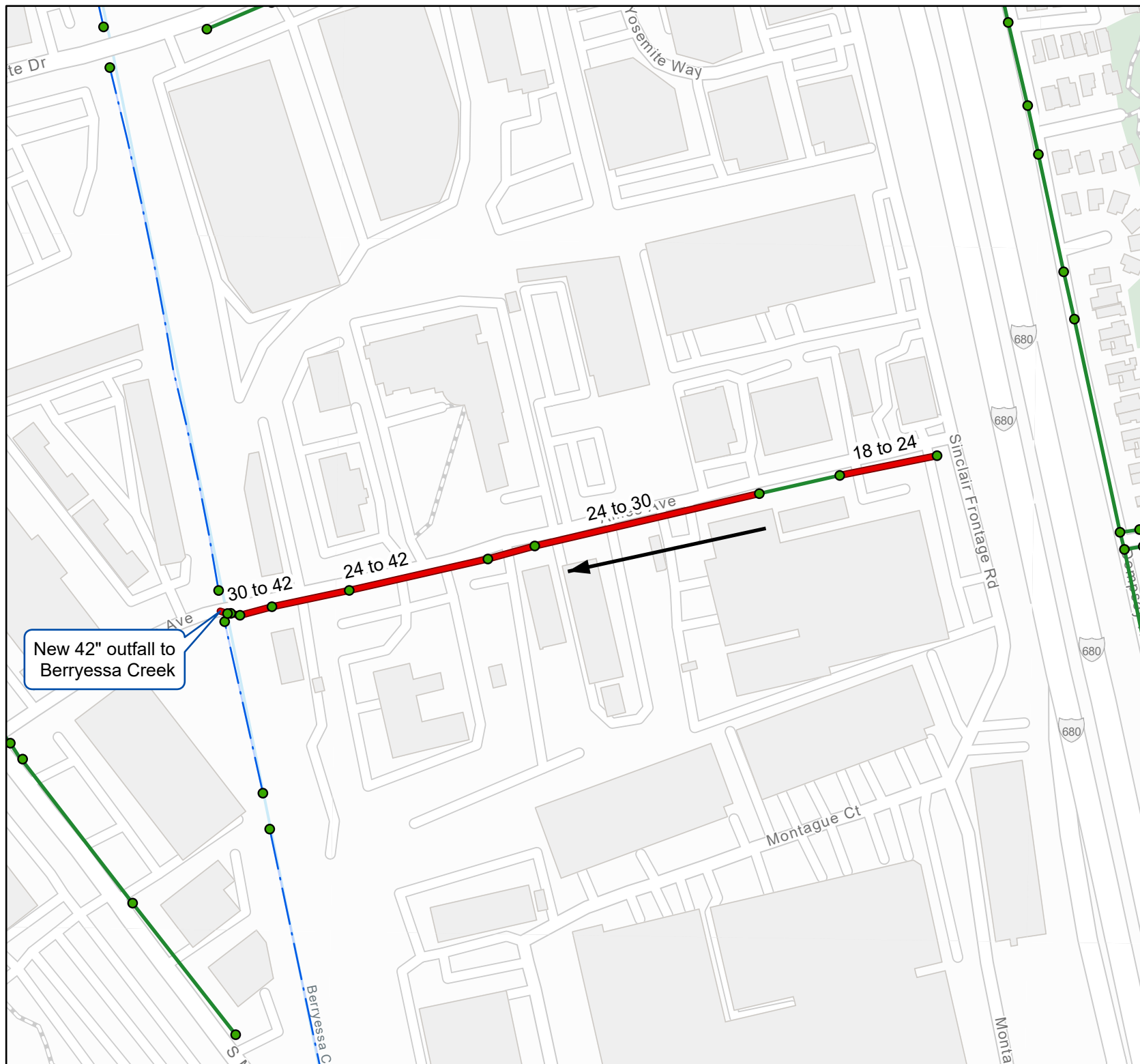
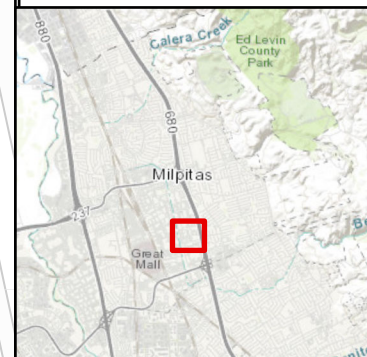
- Storm Drain Structure
 - Modeled Storm Drain
 - River reach
- CIP Priority
- New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 300 feet

Vicinity Map



Milpitas Storm Drainage CIP

WF_11
Comet Drive
SD Improvements

Page 8 of 15

Legend

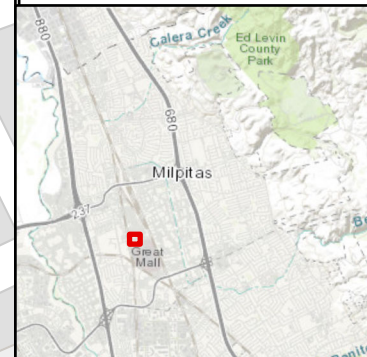
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 100 feet

Vicinity Map



Milpitas Storm Drainage CIP

LP_12
Main Street - Serra Way
SD Improvements

Page 9 of 15

Legend

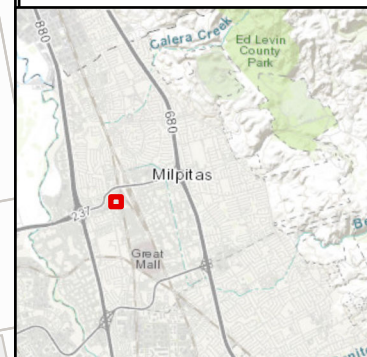
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 100 feet

Vicinity Map



Milpitas Storm Drainage CIP

WF_13
Railroad Avenue
SD Improvements

Page 10 of 15

Legend

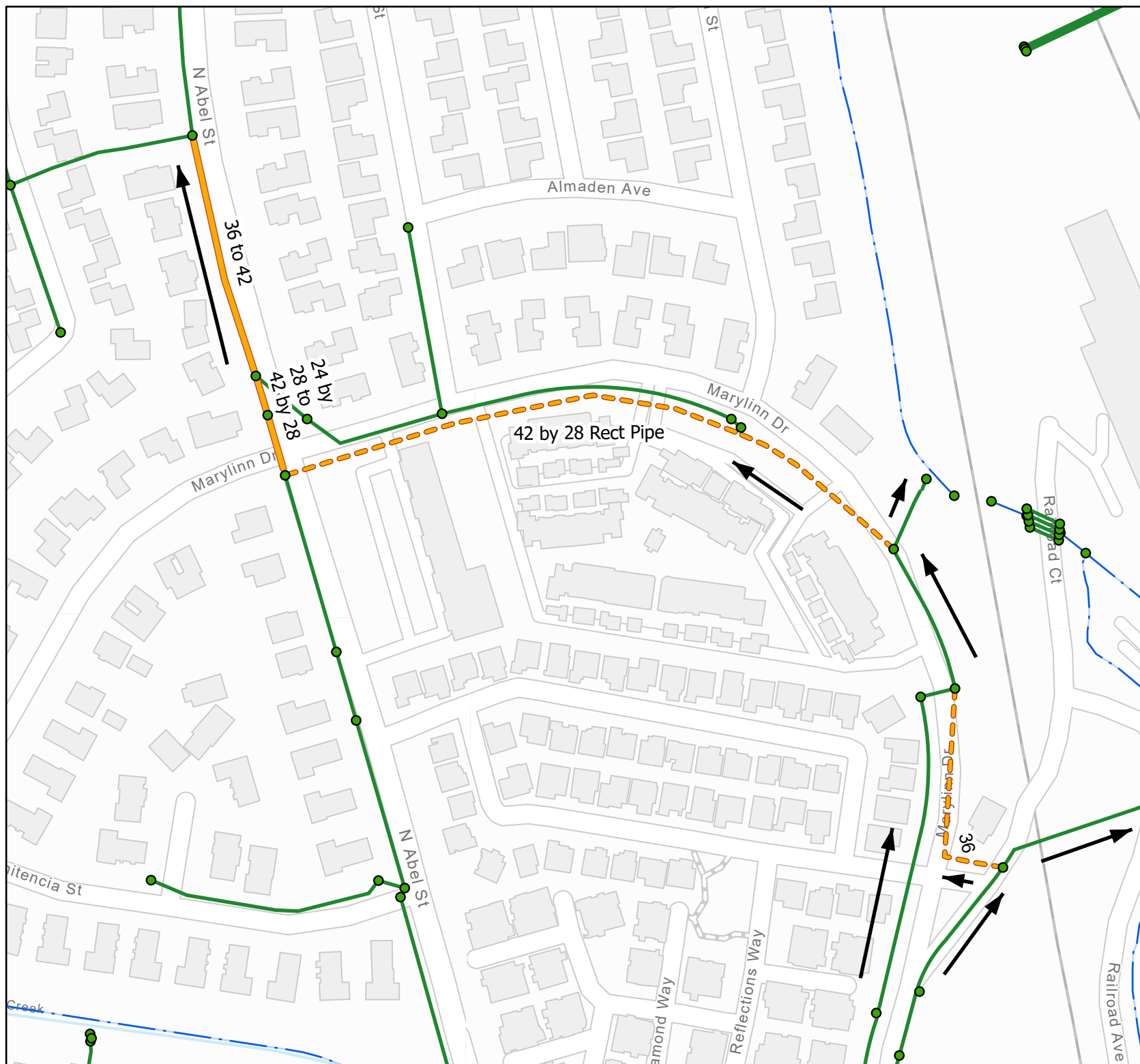
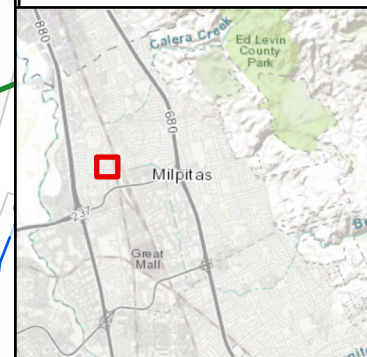
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Milpitas Storm Drainage CIP

LP_14
North Abel Street
SD Improvements

Page 11 of 15

Legend

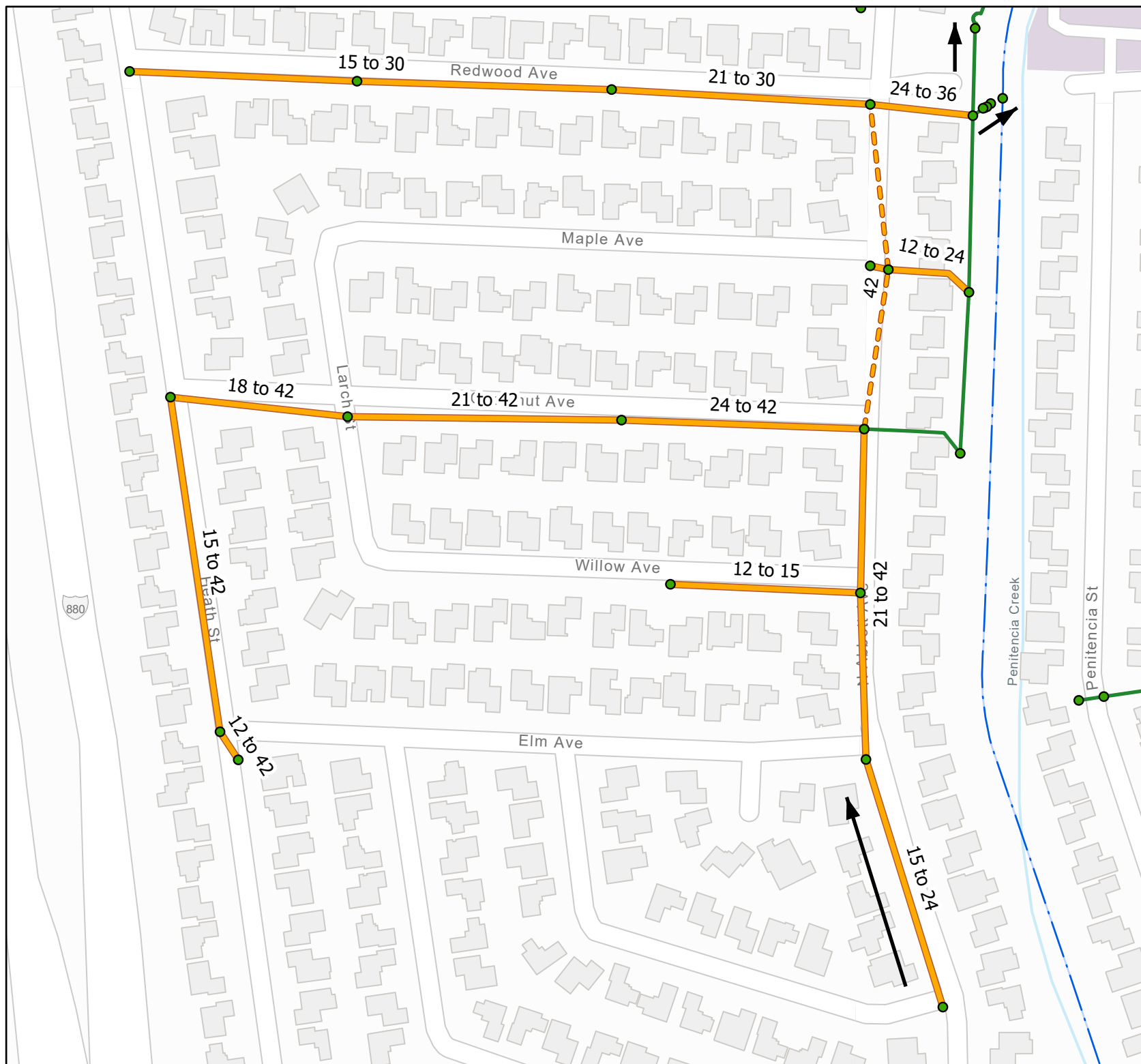
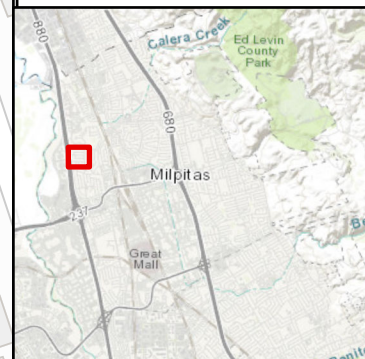
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Milpitas Storm Drainage CIP

Under-served Area
LP_15
Main Street - Tom Evatt Park
SD Improvements

Page 12 of 15

Legend

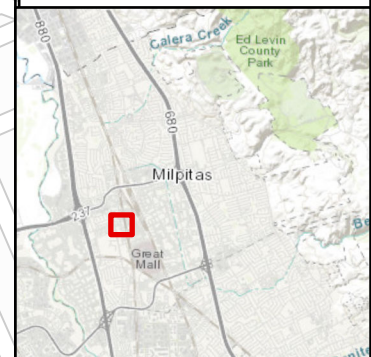
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority**
- New High Priority SD
- New Low Priority SD
- Specific Plan SD Extension
- Low Priority SD Replacement
- High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Milpitas
Storm Drainage CIP
Under-served Area
LP_16
Main Street
SD Improvements

Page 13 of 15

Legend

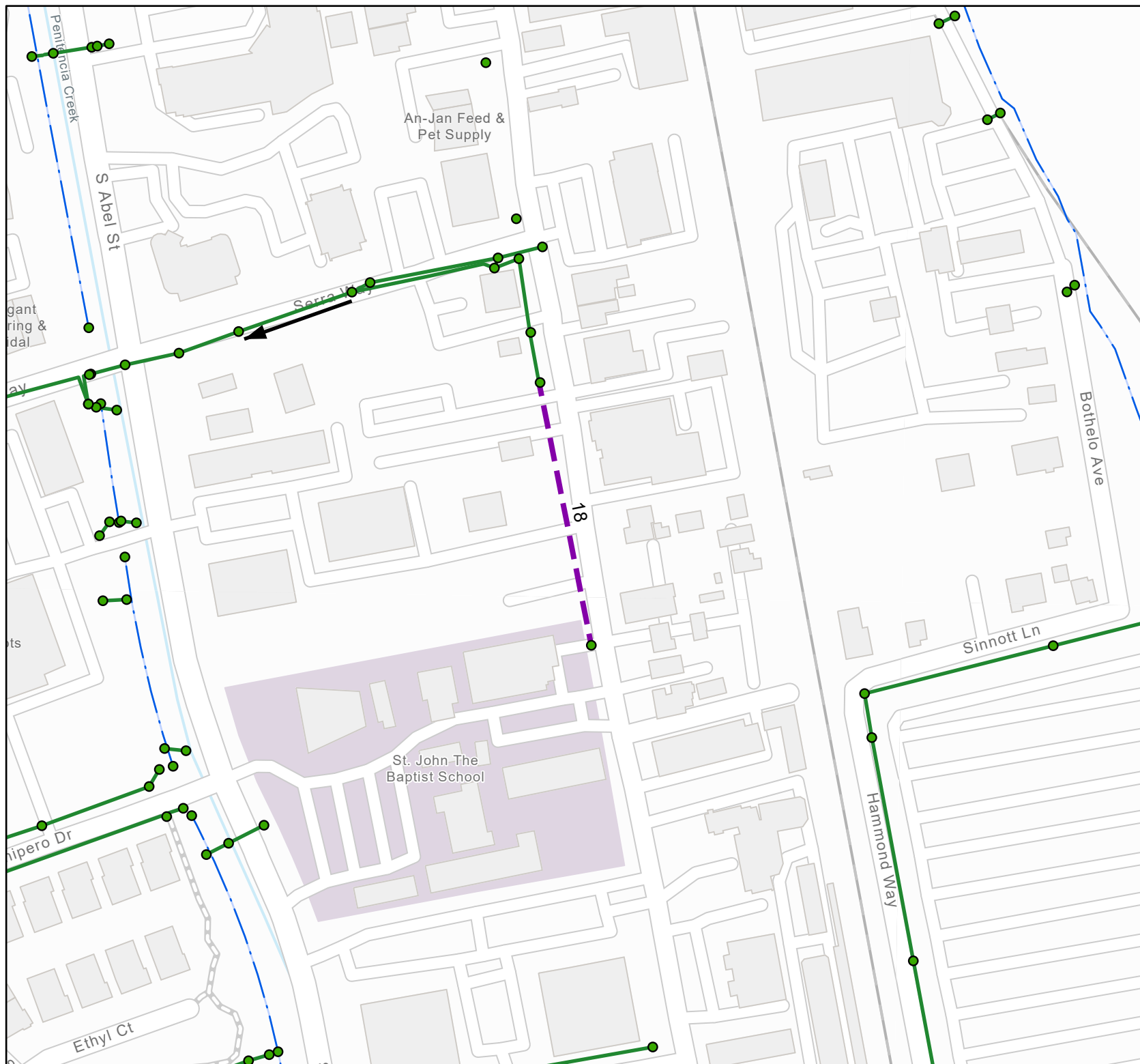
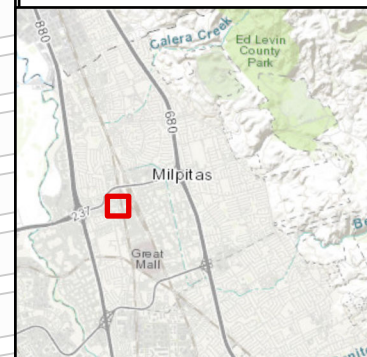
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



**Milpitas
Storm Drainage CIP**
Under-served Area
LP_17
Main Street - Sinnott Ln
SD Improvements

Page 14 of 15

Legend

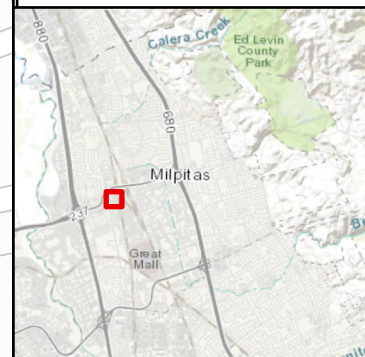
-  Storm Drain Structure
-  Modeled Storm Drain
-  River reach
- CIP Priority**
 -  New High Priority SD
 -  New Low Priority SD
 -  Specific Plan SD Extension
 -  Low Priority SD Replacement
 -  High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 150 feet

Vicinity Map



Milpitas
Storm Drainage CIP
Under-served Area
LP_18
Main Street - Carlo Street
SD Improvements

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Legend

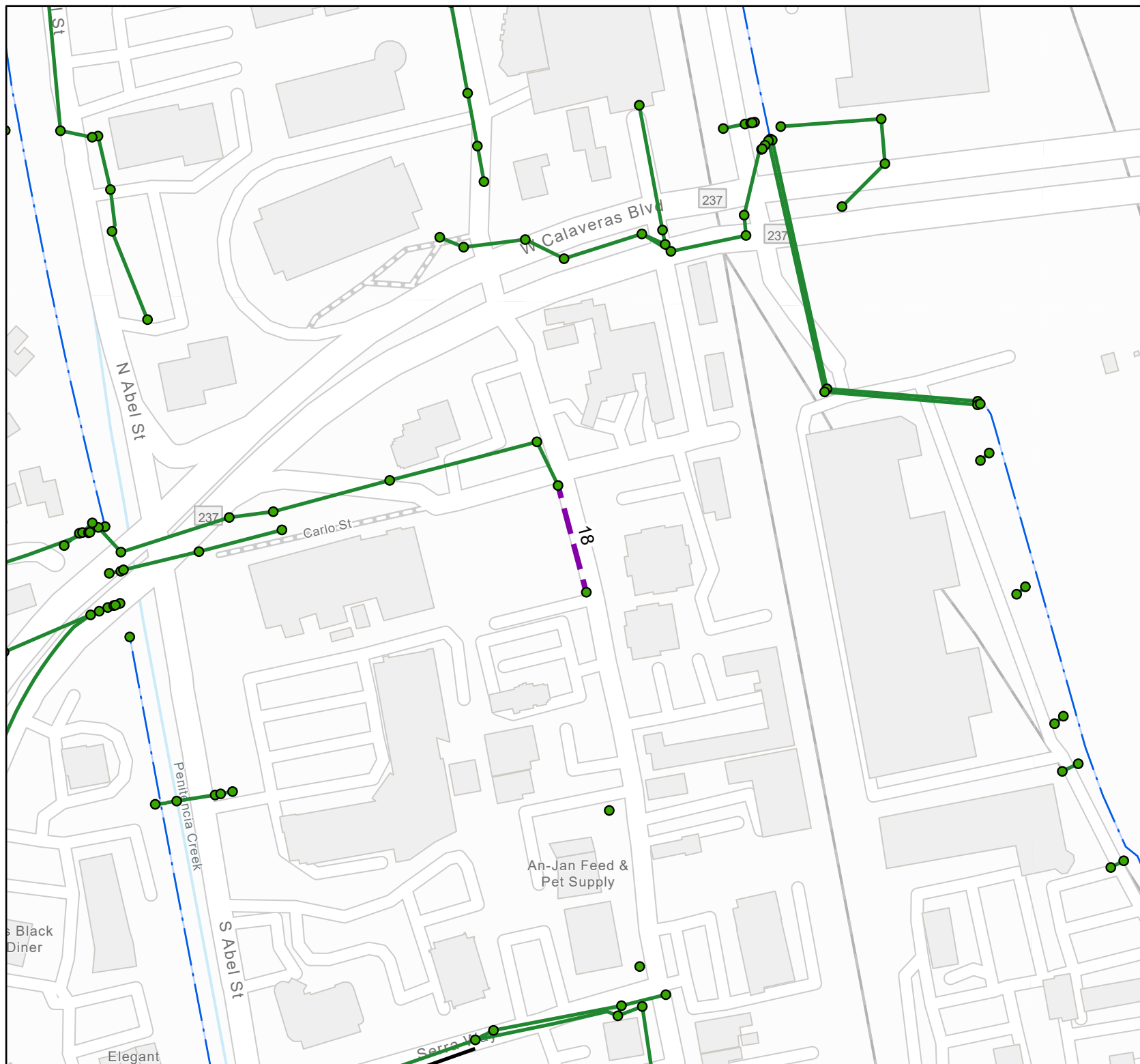
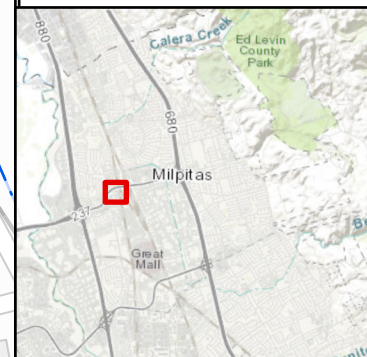
- Storm Drain Structure
- Modeled Storm Drain
- River reach
- CIP Priority
 - New High Priority SD
 - New Low Priority SD
 - Specific Plan SD Extension
 - Low Priority SD Replacement
 - High Priority SD Replacement

*Pipe annotation: "a to b" where 'a' is existing size and 'b' indicates proposed



1 inch : 200 feet

Vicinity Map



Appendix B Pump Station Recommendations

General recommendations for pump station design and operation, including upgrading and rehabilitating existing stations are contained in this appendix.

Pump Station Design Guidelines

These recommendations apply to the design of new or substantially renovated pumping facilities.

Capacity

Every pump station should be capable of discharging the 100-year runoff from its tributary area. A combination of pumping capacity and retention storage can accomplish this. Pump stations with lesser capacity (e.g., ten-year) should be considered only if there is a fail-safe way to overflow excess flows without causing property damage. Nearly all the pumping facilities within the city meet these criteria. Table 6-1 indicates whether individual pump stations have sufficient capacity.

Number of Pumps

For redundancy, at least two identical pumps must be installed in every stormwater pump station. It is not unnecessary to include standby pumps because providing excess capacity is expensive and not justified by the relatively small risk of having a major storm event coincide with mechanical failure. (Schedule pump maintenance for the summer months as well.) However, installing a larger number of smaller pumps is generally better than a lesser number of large pumps for the same capacity. When individual pumps comprise a smaller percentage of overall pump station capacity, having one pump out is less detrimental. In terms of redundancy and ease of maintenance, all pumping units within one particular station should be identical.

No pumping station in Milpitas is equipped with fewer than two identical pumps. Most stations have three main pumping units, and the Jurgens Pump Station has four. All stations (except California Circle, Abbott, and Minnis) have a smaller electric dewatering pump to drain the wet well when water falls below the minimum allowable pumping level for the large stormwater pumps. Permanent retention ponds are maintained at the California Circle and Abbott stations, while the Minnis station utilizes submersible pumps capable of dewatering the wet well.

Pump and Driver Types

Pump selection is on a station-by-station basis and needs coordination with City operations staff for consistency with other similar pump stations. Prime power for new pumping stations should be by an electric motor rather than a direct drive engine if at all possible, particularly for frequent operation. Electric motors are quieter, require less space and ventilation, and are not subject to tighter air quality restrictions in the future. Diesel engines drive most of the existing stormwater pumps in Milpitas. This pump driver style eliminates the need for standby power at most stations, and the City has generally experienced reliable operation.

While electric motors are recommended for new stations, the costs of adding power distribution and switching equipment, motor starters, and a standby engine-generator set to older stations generally preclude the replacement of engine drive units with electric motors. Hence, when old pumping units are upgraded or replaced, the type of replacement drive units should be consistent with existing equipment.

Pump Operation and Cycling

Lead and lag pumps should be automatically alternated on every start to minimize pump cycling and extend the operating life of the equipment. Sufficient operational wet well storage (Vol_p) must also be available to prevent excessive pump cycling for proposed operating levels:

$$Vol_p = t \left(\frac{Q_i}{Q_p} \right) (Q_p - Q_i)$$

where

| | | |
|---------|---|--|
| Vol_p | = | active sump volume per pump (cubic feet) |
| t | = | pump cycle time to fill and empty volume (minutes) |
| Q_i | = | inflow into station (cubic feet per minute) |
| Q_p | = | flow rate of pump (cubic feet per minute) |

Differentiating the equation shows that the minimum pump cycle time occurs when flow into the pump station is exactly one-half the pumping rate. Required sump volume is determined by setting the maximum number of pumps starts per hour below the maximum criterion established by the pump, motor, or engine manufacturers. In the absence of specific data, the pump starts should be limited to six per hour. This criterion is based on general limits set by large electric motor manufacturers; diesel engine suppliers also recommend that engines should run at least five to ten minutes at full operating temperatures each time they're started.

Pumping equipment must be specified so that motor or engine nameplate ratings are not exceeded at any point on the pump characteristic curve. Pump performance under different hydraulic conditions should be analyzed to ensure that pumps operate within manufacturers' recommended limits. Pumps must discharge their rated flow against the 100-year design tailwater elevation at the station outfall.

This criterion is evaluated on a station-by-station basis. Most of the control systems used by the City can automatically rotate lead and lag pump sequences.

Forebay, Intake and Wet Well Design

If retention storage is necessary, designing the pump station forebay provides access to that storage over the pumps' operating range. The design of the forebay also plays a role in whether the retention will be wet or dry. Certain three-dimensional hydraulic phenomena often present in large pump intakes must be avoided to minimize the potential for submerged vortices, free-surface vortices, stagnations and flow separations, uneven or unsteady flow distribution, swirl of flow entering the pumps, or air entrainment.

These phenomena can lead to the degradation of pump performance, including decreased pump capacity, reduced pump efficiency, excessive wear, and increased vibration and noise. Although quantifying this complex hydraulic behavior is virtually impossible without scaled physical model studies, pumping intakes and sumps designed in conformance with one of the following standards should perform at their optimal level under varying operating conditions:

British Hydromechanics Research Association (BHRA)

Hydraulic Institute

Pump manufacturer design guidelines

Failure to properly design intake configurations can lead to negative performance, as described above. Since it is difficult to quantitatively analyze the three-dimensional flow phenomena associated with large pump intakes, any unusual intake, wet well, or sump designs that do not conform to an established standard are subject to physical model testing.

Most of Milpitas' pump stations are designed to house several pumps in the same wet well. Under these conditions, the primary objective in inlet design is still to provide an even, air-free flow distribution to each pump intake regardless of pump configuration or which pumps are operating. Given the difficulty of providing uniform flow distribution in multiple pump sumps, current design standards favor using a "unitized" wet well, whereby a number of single-pump sumps (pump cells) are placed side by side.

In Milpitas, only the Wrigley-Ford Pump Station utilizes this unitized sump approach and strictly meets current Hydraulic Institute standards for sump design. During individual pump station evaluations, inlet and sump dimensions are compared to recommended standards. Most station dimensions do not strictly match those standards. Correcting the deficiencies, however, can be extremely difficult and expensive. Since most pump stations operate for only a limited number of hours in any year, and there has been no demonstrated catastrophic loss of efficiency, the master plan does not recommend correcting sump design deficiencies. In order to minimize problems caused by deficient sump inlet design, proper pump submergence must be maintained. This will lower intake velocities and help reduce the risk of vortex formation and air entrainment.

Pumping equipment that demonstrates excessive wear, vibration, noise, and particularly cavitation may be indicative of more serious hydraulic problems associated with the sump and intake. In those instances, physical model studies and sump rehabilitation is warranted.

Submergence

Established operating prevent excessive cycling and provide for adequate pump submergence, defined as the minimum allowable height of the low water level above the pump suction inlet. Inadequate submergence can lead to the inducement of free-surface and submerged vortices, the entrainment of air, a reduction in pumping capacity, and premature pump failure. Limited pump submergence can also potentially lead to pump cavitation, which may cause severe damage. As a rule of thumb, the minimum water depth should be two bell diameters over the wet well floor for submergence of one and a half bell diameters (BHRA guidelines). Recent design guidelines published by the Hydraulic Institute (1998) suggest the following formula for establishing minimum pump submergence:

$$S = D(1 + 2.3 F_D)$$

where S = submergence (feet)
 D = pump bell diameter (feet)
 F_D = Froude number at pump inlet, given as:

$$F_D = \frac{V}{(g D)^{0.5}}$$

V = velocity at the pump suction inlet (fps)
 g = gravitational acceleration

Discharge Piping

Pump discharge piping must protect upstream systems and properties from damage caused by backwater from high tides or tailwater. Discharge flap gates or check valves should be provided, or pipe discharge elevations need to be three feet above the design tailwater level and/or one foot above protective levees.

Pump Testing

Station design should provide for the testing of pumps with water under non-storm conditions. A means for recirculating water, or some other method, can be provided to enable a test of reasonable duration (15 minutes). This may also be important since engines need exercise at least once a month and should be done so under load (see Chapter 9).

Most pump stations in the city do not have the means to recirculate water for testing. (Wrigley-Ford Storm Water Pump Station is a notable exception.) Those stations with large forebays – California Circle, Abbott, Penitencia, and Berryessa – can simply discharge water over an extended period without necessarily needing an influent runoff. For other stations, unfortunately, providing additional piping for testing is difficult.

Standby Power

An emergency engine-generator, capable of starting the largest motor while running all other motors and auxiliary loads, should be installed at each stormwater pump station that does not utilize engines for prime pump drivers. Diesel is the preferred fuel, but natural gas engines may be considered as an alternative since they are reliable and burn cleanly. Natural gas engines, however, tend to be underpowered compared to diesel engines. There is also a risk that the fuel will not be available when needed.

Gasoline is not an acceptable fuel for stationary engines because it is a fire and explosion hazard, and the allowable storage period is very short. Diesel fuel is much less hazardous and can be stored for up to a year in double-walled tanks meeting requirements set forth by the Fire Department. All fuel piping must be double contained.

Discussions with City operations and maintenance personnel indicate that a majority of the city's pumping stations have been upgraded to meet current fuel storage requirements, with double-walled tanks (about one-half of which are above ground), double-contained fuel piping, and leak detection.

Engine-generators should be housed in a sound-attenuated weatherproof enclosure or inside buildings meeting appropriate codes for such use. Proper ventilation will be provided for engine aspiration and cooling. Some means for exercising the engine-generator set under load must also be furnished, either through pump testing with water as described above, load banks, or a combination of both. Generators must be present on-site and connected to the power supply with an automatic transfer switch to be considered as available in an emergency. The use of portable generators, or even permanently parked generators with manual transfer switches, is not recommended since crews may not be able to respond to high water alarms, physically reach the pump station with a generator, and manually restore power before property damage has occurred. This is the current condition at the Spence Creek and Manor stations.

Small lift or pumping stations that generally handle “nuisance” flows (if the pump station were to fail to operate significant property damage does not occur) would not necessarily require a standby power source.

Controls and SCADA

The pump starts and stops using a programmable logic controller (PLC) or programmable pump controller. Pump station controls are tied into the City's Supervisory Control and Data Acquisition (SCADA) telemetry system. City operations and maintenance staff shall coordinate pump station controls and level monitoring systems regarding function and standardization. They must also provide control with standby power to ensure that the station can function even during prolonged power outages. The preferred mechanism for providing standby power to control systems is rechargeable batteries.

Equipment Housing

All electrical equipment in or open to the wet well must be explosion-proof and placed a minimum of one foot above the base flood elevation (BFE). Submersible motors should also be explosion-proof. Control panels must not be located so they are subject to possible flooding. All equipment must be housed in NEMA-rated weatherproof enclosures or in buildings. Sufficient lighting (including back-up battery power) should be provided so that crews may work on equipment during the night. Also, access must be provided that will allow for the removal and reinstallation of all equipment.

Consider noise abatement, visual impacts, and odor control when locating a pump station and designing the equipment housing. This is particularly important where the installation of engine units are near residential areas.

Ventilation

Good ventilation is important to maintaining a dry, benign environment for mechanical and electrical equipment within a pump station. Proper ventilation helps reduce the deterioration of equipment due to condensation and provides better working conditions for City crews. Without adequate ventilation, enclosures below grade may be classified as confined spaces, requiring special permits and rescue equipment for anyone entering them. Explosive gases from illegally dumped flammable liquids may also accumulate in wet wells and ancillary spaces. Many deaths and illnesses have been attributed to poor ventilation at pump stations.

Wet wells can intentionally be designed as a confined space, particularly if there is no regular need for personnel to enter them. (The only equipment allowed in such a wet well includes explosion-proof measuring devices and submersible pumps.) However, proper ventilation should be provided for pump station buildings, particularly those housing engines or engine-generators.

All heating, ventilating, and cooling systems should be designed in conformance with city ordinances; uniform building, fire, mechanical, plumbing, and energy codes; the National Electric Code and NFPA; EPA regulations; Occupational Safety and Health Act (OSHA) requirements; and ASHRAE design standards.

Radiator exhaust ducts should be designed based on actual airflow requirements, but in general, they need to discharge at air velocities no greater than 800 to 1500 feet per minute. Intake louvers that bring air into the pump station should be designed with sufficient free area to maintain velocities of 250 to 400 feet per minute. This helps keep the rain out of the pump station when the engines are operating.

Low Flow Bypass

If conditions permit, a gravity outflow pipe that bypasses the pump station should be installed. During low tailwater conditions, a substantial savings in pumping costs can be realized. Pumping stations with bypass capability include Penitencia, Wrigley-Ford, Spence Creek, and Manor.

Pump Station Operation and Maintenance Guidelines

These general recommendations apply to all pumping facilities as appropriate.

Pumps

Large axial flow pumps with right angle gear drives, which are the predominant pump type in the system, actually require fairly little maintenance. Shafts and bearings need to be periodically balanced and/or replaced. The frequency of inspection (pumps will need to be pulled out of the building) will vary depending upon the “L-10” bearing life rating of the pump in question. Average bearing life is defined as the operating hours at which half of the group of bearings fails, and the rest continue to operate. AFBMA (the Anti-Friction Bearing Manufacturers Association) defines average life statistically as three to five times the L-10 life. (For example, the Wrigley-Ford pumps have 50,000-hour bearings.) Although grease is the most maintenance-free bearing lubricant, most of the pumps in Milpitas have drip feed oil systems, which ensure the lowest bearing operating temperature. Consequently, the oiling reservoir needs to be checked on a routine basis and topped off as necessary.

Engines

Manufacturers’ maintenance instructions should be followed to the letter, particularly when the engine is still under warranty. Maintenance schedules depend somewhat on whether the engine is used as the prime pump driver (as in most stations) or is on standby (such as for power generation).

A typical schedule of maintenance based on references provided by Cummins/Onan (Sanks, 1989) is provided as Table B-1, giving both operating hours and calendar time.

Diesel engines should be operated at full power for at least 15 to 30 minutes after reaching operating temperatures once a month to eliminate carbon deposits. Unfortunately, without significant stormwater inflow to the station, pump engines cannot be run under load for any significant length of time (the water quickly runs out). Wrigley-Ford Pump Station is equipped both with a resistive load bank to provide a working load for automatic exercise and a discharge pipe system to recirculate available water back into the forebay. The pumps can be tested and exercised without large amounts of inflow.

Other stations with permanent water storage (California Circle Lagoon, Abbott Lagoon, Hall Memorial Park lagoon, and Hidden Lake) could be run for 15 minutes every month, although lagoon levels will not necessarily return to normal quickly. Unless provisions for the recirculation of test water at the other pump stations are made, those engines cannot be exercised under load during the summer months. Providing for test water recirculation has not been included in the Capital Improvement Program because retrofitting existing stations to operate in this manner is difficult.

Diesel oil is safer to store than most fuels and is easy to obtain and transport, but diesel deteriorates in storage and must be turned over every six months to one year.

Table B-1: Typical Maintenance Frequency for Engines and EG-Sets

| Maintenance Task | Operating Time | Calendar Time |
|---|----------------|---------------|
| Inspect fuel, oil level, coolant | 8 hr | 1 m |
| Inspect air cleaner, battery | 50 hr | 1 yr |
| Clean governor linkage, breather, air cleaner | 100 hr | 1 yr |
| Clean fuel filter, replace oil filter, change crankcase oil, check switchgear | 200 hr | 1 yr |

| Maintenance Task | Operating Time | Calendar Time |
|---|----------------|---------------|
| Clean commutator, collector rings, relays, cooling system; inspect brushes, valve clearances, starting and stopping systems, water pump | 500 hr | 1 yr |
| Check injectors, grind valves (if required), remove carbon, clean oil passages, replace secondary fuel filter, clean generator, grease bearings | 1000 hr | ---- |

Assumed Pump Operating Levels

Operating levels are assumed at individual pumping facilities for storm drain master plan modeling. It is noted that the City changes these levels depending upon station operating needs, including repair and maintenance. Actual operating levels and station operation manual guidelines supersede the levels provided herein. All levels are feet NAVD with distance above the wet well floor in parentheses.

California Circle Pump Station (SD-1)

Current pump operating levels are:

| | |
|-----------|---------------|
| #3 ON | 9.3 feet NAVD |
| #2 ON | 7.5 |
| #1 ON | 5.8 |
| PUMPS OFF | 4.5 |

When the pump settings listed above are analyzed, the maximum one-percent lagoon level is 11.0 feet NAVD. Although this is less than the minimum elevation on California Circle, it is only 0.8 feet lower than the one-percent water surface elevation in Lower Penitencia Creek. To minimize pond fluctuations while beginning pumping in time to accommodate inflow during heavy runoff periods, the pump-on levels for the second and third pumps in the rotation could be lowered during the rainy season. Since a large volume of storage is available, the pump set points can be set closer together without excessive cycling, which is assumed for storm drain master plan modeling.

| | | |
|-----------|------|---------|
| HI ALARM | 11.0 | (17.0') |
| #3 ON | 7.5 | (15.5') |
| #2 ON | 6.5 | (12.5') |
| #1 ON | 5.5 | (11.5') |
| #3 OFF | 5.0 | (11.0') |
| #2 OFF | 4.7 | (10.7') |
| #1 OFF | 4.5 | (10.5') |
| LOW ALARM | 1.5 | (7.5') |

Jurgens Pump Station (SD-2)

To minimize pump cycling the following operating levels are assumed.

| | | |
|-----------|------|---------|
| HI ALARM | 9.5 | (19.0') |
| #4 ON | 8.0 | (17.5') |
| #3 ON | 7.5 | (17.0') |
| #2 ON | 7.0 | (16.5') |
| #1 ON | 5.0 | (14.5') |
| #4 OFF | 1.5 | (11.0') |
| #3 OFF | 1.0 | (10.5') |
| #2 OFF | 0.5 | (10.0') |
| #1 OFF | 0.0 | (9.5') |
| LOW ALARM | -1.0 | (8.5') |

McCarthy Pump Station (SD-3)

To enhance operational efficiencies and minimize pump cycling, however, it is recommended that pump starts rotate and the following operating levels are assumed. Pumps will start no more than five times per hour.

| | | | |
|------------|-------|---------|----------------|
| HI ALARM | 2.0 | (19.0') | |
| #3 ON | 1.5 | (18.5') | |
| #2 ON | 1.0 | (18.0') | |
| #1 ON | 0.5 | (17.5') | |
| #3 OFF | -4.5 | (12.5') | |
| #2 OFF | -5.0 | (12.0') | |
| #1 OFF | -5.5 | (11.5') | |
| LOW ALARM | -6.0 | (11.0') | Drainage Pumps |
| JOCKEY ON | -15.5 | (1.5') | |
| JOCKEY OFF | -17.0 | (-0.5') | |
| LOW ALARM | -17.5 | (-1.0') | Jockey Pump |

Abbott Pump Station (SD-4)

These operating levels are sufficient to prevent pump cycling, while maintaining the aesthetic function of the lagoon. (Elevations are given as feet NAVD with distance above the wet well floor in parenthesis.

| | | |
|-----------|------|---------|
| HI ALARM | 11.0 | (16.0') |
| #2 ON | 9.5 | (14.5') |
| #1 ON | 9.0 | (14.0') |
| #2 OFF | 8.5 | (13.5') |
| #1 OFF | 8.0 | (13.0') |
| LOW ALARM | 6.0 | (11.0') |

Minnis Pump Station (SD-5)

The following operating levels allow for eight starts per hour in alternation, since wet well storage is very limited. Pump settings are provided in feet NAVD with the distance from the wet well floor in parentheses.

| | | |
|-----------|------|---------|
| HI ALARM | 5.0 | (12.0') |
| #2 ON | 4.5 | (11.5') |
| #1 ON | 4.0 | (11.0') |
| #2 OFF | -3.5 | (3.5') |
| #1 OFF | -4.0 | (3.0') |
| LOW ALARM | -4.5 | (2.5') |

Penitencia Pump Station (SD-6)

Original pump operating levels are assumed per record plans.

| | | |
|-------------|------|---------|
| HI ALARM | 12.0 | (12.2') |
| #3 ON | 9.8 | (10.0') |
| #2 ON | 8.3 | (8.5') |
| #1 ON | 6.3 | (6.5') |
| ALL OFF | 5.3 | (5.5') |
| SUMMER WSEL | 6.4 | (6.6') |

Wrigley-Ford Pump Station (SD-7)

Minimum individual pump cycle times (based on pump rotation) and settings are given below.

| | | | |
|------------|------|---------|-------------------|
| HI ALARM | 13.7 | (17.0') | |
| #3 ON | 13.2 | (16.5') | 2 starts per hour |
| #2 ON | 12.7 | (16.0') | 2 starts per hour |
| #1 ON | 12.2 | (15.5') | 1 start per hour |
| #3 OFF | 12.0 | (15.3') | |
| #2 OFF | 11.7 | (15.0') | |
| #1 OFF | 11.2 | (14.5') | |
| JOCKEY ON | -5.5 | (1.0') | |
| JOCKEY OFF | -6.5 | (-0.5') | |

Berryessa Pump Station (SD-8)

City staff has provided current pump settings, which are indicated below as referenced from the pump station sump floor (elevation -6.0 feet NAVD). The resulting 100-year water surface elevation of 10.7 feet would not cause spill out of the lake or property damage in the absence of Calera Creek overflows, and with overflow from Calera Creek, the resulting flood level of 15 feet remains below the pumping equipment flood-proof elevation. (Levels have been referenced to feet NAVD with distance above the wet well floor given parenthetically.)

Appendices

| | | |
|----------------|------|---------|
| HI ALARM | 10.0 | (16.0') |
| #3 ON | 9.5 | (15.5') |
| #2 ON | 9.0 | (15.0') |
| #1 ON / #3 OFF | 8.5 | (14.5') |
| #2 OFF | 8.0 | (14.0') |
| #1 OFF | 7.0 | (13.0') |
| SUMMER WSEL | 9.0 | (15.0') |

Manor Pump Station (SD-9)

The assumed design operating levels are sufficient to prevent pump cycling, while maintaining minimum pump submergence levels.

| | | | |
|--------------|------|---------|----------------------|
| HI ALARM | 7.7 | (12.5') | |
| #3 (NEW) ON | 6.7 | (11.5') | |
| #2 ON | 6.2 | (11.0') | |
| #1 ON | 5.7 | (10.5') | |
| #3 (NEW) OFF | 2.7 | (7.5') | |
| #2 OFF | 1.7 | (6.5') | |
| #1 OFF | 0.7 | (5.5') | |
| LOW ALARM | -0.7 | (4.5') | Stops Drainage Pumps |
| JOCKEY ON | -3.8 | (1.0') | |
| JOCKEY OFF | -6.8 | (-2.0') | |
| LOW ALARM | -7.3 | (-2.5') | Stops Jockey Pump |

Spence Creek Pump Station (SD-10)

The design operating levels are sufficient to prevent pump cycling, while maintaining minimum pump submergence levels. Spence creek itself also provides storage volume that helps limit pump starts. (All levels are referenced to feet NAVD with distance from wet well bottom indicated parenthetically.)

| | | | |
|------------|------|---------|----------------------|
| HI ALARM | 14.2 | (10.5') | |
| #3 ON | 14.0 | (10.3') | |
| #2 ON | 13.7 | (10.0') | |
| #1 ON | 11.7 | (8.0') | |
| #3 OFF | 11.2 | (7.5') | |
| #2 OFF | 10.2 | (6.5') | |
| #1 OFF | 9.2 | (5.5') | |
| LOW ALARM | 8.2 | (4.5') | Stops Drainage Pumps |
| JOCKEY ON | 4.7 | (1.0') | |
| JOCKEY OFF | 1.7 | (-2.0') | |
| LOW ALARM | 1.2 | (-2.5') | Stops Jockey Pump |

Appendices***Bellew Pump Station (SD-11)***

| | | | |
|------------|-------|---------|----------------|
| HI ALARM | 15.0 | (19.0') | |
| #3 ON | 14.0 | (18.0') | |
| #2 ON | 13.5 | (17.5') | |
| #1 ON | 13.0 | (17.0') | |
| #3 OFF | 8.0 | (12.0') | |
| #2 OFF | 7.5 | (11.5') | |
| #1 OFF | 7.0 | (11.0') | |
| LOW ALARM | 6.5 | (10.5') | Drainage Pumps |
| JOCKEY ON | -2.5 | (1.5') | |
| JOCKEY OFF | -4.1 | (-0.1') | |
| LOW ALARM | -17.5 | (-1.0') | Jockey |

Murphy Pump Station (SD-12)

| | | | |
|------------|------|---------|----------------|
| HI ALARM | 19.2 | (16.2') | |
| #3 ON | 19.0 | (16.0') | |
| #2 ON | 18.5 | (15.5') | |
| #1 ON | 18.0 | (15.0') | |
| #3 OFF | 14.0 | (11.0') | |
| #2 OFF | 13.5 | (10.5') | |
| #1 OFF | 13.0 | (10.0') | |
| LOW ALARM | 11.5 | (8.5') | Drainage Pumps |
| JOCKEY ON | 4.0 | (1.0') | |
| JOCKEY OFF | 2.8 | (-0.2') | |
| LOW ALARM | 2.5 | (-0.5') | Jockey Pump |

Oak Creek Pump Station (SD-13)

| | | | |
|------------|------|---------|----------------|
| HI ALARM | 20.0 | (14.0') | |
| #3 ON | 19.5 | (13.5') | |
| #2 ON | 19.0 | (13.0') | |
| #1 ON | 18.5 | (12.5') | |
| #3 OFF | 17.0 | (11.0') | |
| #2 OFF | 16.5 | (10.5') | |
| #1 OFF | 16.0 | (10.0') | |
| LOW ALARM | 15.5 | (9.5') | Drainage Pumps |
| JOCKEY ON | 7.0 | (1.0') | |
| JOCKEY OFF | 5.8 | (-0.2') | |
| LOW ALARM | 5.5 | (-0.5') | Jockey Pump |

Appendix C Detailed CIP Cost Estimates

| CIP Cost Summary | | | | | | |
|------------------|----------------------------|-------------|--------------------|----------------------------|---------------|---------------|
| Improvement Name | Improvement Street | Priority | Construction Total | Engineering/
Inspection | CIP Total | CIP Total |
| CAL_1 | Tice Drive | Low | \$ 281,991 | \$ 56,398 | \$ 338,390 | \$ 340,000 |
| CAL_2 | Jacklin Road | High | \$ 800,907 | \$ 160,181 | \$ 961,089 | \$ 960,000 |
| CAL_3 | Bayview Park Drive | High | \$ 178,623 | \$ 35,725 | \$ 214,347 | \$ 210,000 |
| CAL_4 | Wool Drive | Low | \$ 1,925,345 | \$ 385,069 | \$ 2,310,413 | \$ 2,310,000 |
| COCHES_5 | S Park Victoria | High | \$ 9,638,785 | \$ 1,927,757 | \$ 11,566,542 | \$ 11,570,000 |
| COCHES_8 | Foothill Park | Low | \$ 863,366 | \$ 172,673 | \$ 1,036,039 | \$ 1,040,000 |
| BERRY_10 | Ames Avenue | High | \$ 1,385,662 | \$ 277,132 | \$ 1,662,795 | \$ 1,660,000 |
| WF_11 | Comet Drive | Low | \$ 163,431 | \$ 32,686 | \$ 196,117 | \$ 200,000 |
| LP_12 | Main Street-Serra Way | Low | \$ 236,388 | \$ 47,278 | \$ 283,666 | \$ 280,000 |
| WF_13 | Railroad Avenue | Low | \$ 1,968,155 | \$ 393,631 | \$ 2,361,786 | \$ 2,360,000 |
| LP_14 | North Abel | Low | \$ 4,247,749 | \$ 849,550 | \$ 5,097,299 | \$ 5,100,000 |
| LP_15 | Main Street-Tom Evatt Park | Underserved | \$ 152,277 | \$ 30,455 | \$ 182,732 | \$ 180,000 |
| LP_16 | Main Street | Underserved | \$ 127,256 | \$ 25,451 | \$ 152,708 | \$ 150,000 |
| LP_17 | Main Street-Sinnott Ln | Underserved | \$ 52,107 | \$ 10,421 | \$ 62,528 | \$ 60,000 |
| LP_18 | Main Street-Carlo Street | Underserved | \$ 94,730 | \$ 18,946 | \$ 113,676 | \$ 110,000 |
| INLET_19 | Inlet Replacements | High | | | \$ 1,400,000 | \$ 1,400,000 |

| | |
|--------------------|----------------------|
| High | \$ 16,000,000 |
| Low | \$ 12,000,000 |
| Underserved | \$ 1,000,000 |
| Total | \$ 29,000,000 |

| Detailed CIP Cost Summary | | | | | | | | | | | | | | | | | | | | |
|---------------------------|-------------|---------------|----------|------------|-----|-----------|---------|-------------|-------------|--------------|------------|--------------|--------------|------------|-----------------|--------------|--------------|--------------|-----------|------------|
| Project | Length (ft) | Diameter (in) | Priority | Pipe Cost | MHs | MH Cost | Outlets | Outlet Cost | Pipe Length | Pipe Cost | MH Cost | Outlet Cost | Subtotal | Mob/Demob | Traffic Control | Contingency | Const Total | Eng/Inspect | CIP Total | |
| CAL_1 | 261 | 18 | Low | \$ 73,915 | 1 | \$ 13,369 | 0 | \$ - | | | | | | | | | | | | |
| CAL_1 | 287 | 18 | Low | \$ 81,278 | 1 | \$ 13,369 | 0 | \$ - | 548 | \$ 155,192 | \$ 26,737 | \$ - | \$ 181,930 | \$ 18,193 | \$ 9,096 | \$ 72,772 | \$ 281,991 | \$ 56,398 | \$ | 338,390 |
| CAL_2 | 946 | 36 | High | \$ 488,259 | 2 | \$ 28,456 | 0 | \$ - | 946 | \$ 488,259 | \$ 28,456 | \$ - | \$ 516,714 | \$ 51,671 | \$ 25,836 | \$ 206,686 | \$ 800,907 | \$ 160,181 | \$ | 961,089 |
| CAL_3 | 83 | 24 | High | \$ 29,079 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| CAL_3 | 53 | 24 | High | \$ 18,569 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| CAL_3 | 76 | 24 | High | \$ 26,627 | 1 | \$ 13,655 | 0 | \$ - | 212 | \$ 74,275 | \$ 40,965 | \$ - | \$ 115,241 | \$ 11,524 | \$ 5,762 | \$ 46,096 | \$ 178,623 | \$ 35,725 | \$ | 214,347 |
| CAL_4 | 314 | 24 | Low | \$ 110,011 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 68 | 24 | Low | \$ 23,824 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 184 | 24 | Low | \$ 64,465 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 66 | 30 | Low | \$ 29,494 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 543 | 30 | Low | \$ 242,652 | 2 | \$ 27,883 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 426 | 36 | Low | \$ 219,778 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 238 | 36 | Low | \$ 122,787 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 62 | 18 | Low | \$ 17,558 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 91 | 18 | Low | \$ 25,771 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 173 | 18 | Low | \$ 48,993 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 135 | 30 | Low | \$ 60,328 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 168 | 30 | Low | \$ 75,075 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | | |
| CAL_4 | 77 | 30 | Low | \$ 34,409 | 2 | \$ 27,883 | 0 | \$ - | 2,545 | \$ 1,075,146 | \$ 167,011 | \$ - | \$ 1,242,158 | \$ 124,216 | \$ 62,108 | \$ 496,863 | \$ 1,925,345 | \$ 385,069 | \$ | 2,310,413 |
| COCHES_5 | 289 | 18 | High | \$ 81,788 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 395 | 36 | High | \$ 203,527 | 2 | \$ 28,456 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 274 | 36 | High | \$ 141,566 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 367 | 36 | High | \$ 189,546 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 216 | 36 | High | \$ 111,282 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 490 | 36 | High | \$ 252,797 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 26 | 36 | High | \$ 13,414 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 255 | 36 | High | \$ 131,557 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 100 | 36 | High | \$ 51,591 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 40 | 36 | High | \$ 20,636 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 218 | 36 | High | \$ 112,469 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 331 | 36 | High | \$ 170,767 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 206 | 36 | High | \$ 106,278 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 53 | 36 | High | \$ 27,343 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 8 | 36 | High | \$ 4,334 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 12 | 36 | High | \$ 5,985 | 0 | \$ - | 1 | \$ 45,000 | | | | | | | | | | | | |
| COCHES_5 | 296 | 36 | High | \$ 152,710 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 96 | 36 | High | \$ 49,527 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 315 | 36 | High | \$ 162,512 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 321 | 36 | High | \$ 165,608 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 12 | 36 | High | \$ 6,191 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 157 | 36 | High | \$ 80,998 | 1 | \$ 14,228 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 255 | 18 | High | \$ 72,215 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 284 | 24 | High | \$ 99,501 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 916 | 24 | High | \$ 321,030 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 165 | 54 | High | \$ 129,948 | 1 | \$ 16,080 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 1100 | 54 | High | \$ 868,054 | 2 | \$ 32,159 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 260 | 54 | High | \$ 205,139 | 1 | \$ 16,080 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 193 | 54 | High | \$ 152,276 | 1 | \$ 16,080 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 56 | 54 | High | \$ 44,184 | 1 | \$ 16,080 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 390 | 54 | High | \$ 307,867 | 1 | \$ 16,080 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 224 | 60 | High | \$ 201,098 | 1 | \$ 16,406 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 170 | 60 | High | \$ 152,619 | 1 | \$ 16,406 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 430 | 60 | High | \$ 386,037 | 1 | \$ 16,406 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 250 | 60 | High | \$ 224,440 | 1 | \$ 16,406 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 4 | 60 | High | \$ 3,501 | 1 | \$ 16,406 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 9 | 60 | High | \$ 8,170 | 0 | \$ - | 1 | \$ 45,000 | | | | | | | | | | | | |
| COCHES_5 | 150 | 30 | High | \$ 66,986 | 2 | \$ 27,883 | 0 | \$ - | | | | | | | | | | | | |
| COCHES_5 | 274 | 30 | High | \$ 122,399 | 0 | \$ - | 0 | \$ - | 9,607 | \$ 5,607,889 | \$ 520,682 | \$ 90,000.00 | \$ 6,218,571 | \$ 621,857 | \$ 310,929 | \$ 2,487,428 | \$ 9,638,785 | \$ 1,927,757 | \$ | 11,566,542 |
| COCHES_8 | 246 | 24 | Low | \$ 86,187 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| COCHES_8 | 960 | 30 | Low | \$ 428,998 | 3 | \$ 41,824 | 0 | \$ - | 1,206 | \$ 515,186 | \$ 41,824 | \$ - | \$ 557,010 | \$ 55,701 | \$ 27,851 | \$ 222,804 | \$ 863,366 | \$ 172,673 | \$ | 1,036,039 |
| BERRY_10 | 227 | 24 | High | \$ 79,531 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | | |
| BERRY_10 | 528 | 30 | High | \$ 235,949 | 3 | \$ 41,824 | 0 | \$ - | | | | | | | | | | | | |

| Project | Length (ft) | Diameter (in) | Priority | Pipe Cost | MHs | MH Cost | Outlets | Outlet Cost | Pipe Length | Pipe Cost | MH Cost | Outlet Cost | Subtotal | Mob/Demob | Traffic Control | Contingency | Const Total | Eng/Inspect | CIP Total |
|----------|-------------|---------------|-------------|------------|-----|-----------|---------|-------------|-------------|---------------|--------------|--------------|---------------|--------------|-----------------|--------------|---------------|--------------|---------------|
| BERRY_10 | 111 | 30 | High | \$ 49,603 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | |
| BERRY_10 | 325 | 42 | High | \$ 199,664 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| BERRY_10 | 180 | 42 | High | \$ 110,583 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| BERRY_10 | 75 | 42 | High | \$ 46,076 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| BERRY_10 | 21 | 42 | High | \$ 13,147 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| BERRY_10 | 25 | 42 | High | \$ 15,113 | 0 | \$ - | 1 | \$ 45,000 | 1,492 | \$ 749,667 | \$ 99,309 | \$ 45,000.00 | \$ 893,976 | \$ 89,398 | \$ 44,699 | \$ 357,590 | \$ 1,385,662 | \$ 277,132 | \$ 1,662,795 |
| WF_11 | 91 | 24 | Low | \$ 31,882 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | |
| WF_11 | 46 | 24 | Low | \$ 16,116 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | |
| WF_11 | 86 | 24 | Low | \$ 30,131 | 0 | \$ - | 0 | \$ - | 223 | \$ 78,129 | \$ 27,310 | \$ - | \$ 105,439 | \$ 10,544 | \$ 5,272 | \$ 42,176 | \$ 163,431 | \$ 32,686 | \$ 196,117 |
| LP_12 | 77 | 15 | Low | \$ 20,097 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| LP_12 | 113 | 15 | Low | \$ 29,494 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| LP_12 | 72 | 18 | Low | \$ 20,390 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| LP_12 | 197 | 18 | Low | \$ 55,790 | 2 | \$ 26,737 | 0 | \$ - | 459 | \$ 125,771 | \$ 26,737 | \$ - | \$ 152,509 | \$ 15,251 | \$ 7,625 | \$ 61,003 | \$ 236,388 | \$ 47,278 | \$ 283,666 |
| WF_13 | 1019 | 42x28 | Low | \$ 688,424 | 3 | \$ 40,965 | 0 | \$ - | | | | | | | | | | | |
| WF_13 | 84 | 42x28 | Low | \$ 57,036 | 1 | \$ 13,798 | 0 | \$ - | | | | | | | | | | | |
| WF_13 | 62 | 42x28 | Low | \$ 41,899 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | |
| WF_13 | 380 | 42 | Low | \$ 233,454 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| WF_13 | 349 | 36 | Low | \$ 180,259 | 0 | \$ - | 0 | \$ - | 1,895 | \$ 1,201,073 | \$ 68,705 | \$ - | \$ 1,269,778 | \$ 126,978 | \$ 63,489 | \$ 507,911 | \$ 1,968,155 | \$ 393,631 | \$ 2,361,786 |
| LP_14 | 347 | 30 | Low | \$ 155,065 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 389 | 30 | Low | \$ 173,834 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 395 | 30 | Low | \$ 176,515 | 1 | \$ 13,941 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 157 | 36 | Low | \$ 80,998 | 2 | \$ 28,456 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 395 | 24 | Low | \$ 138,390 | 1 | \$ 13,655 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 254 | 42 | Low | \$ 156,045 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 250 | 42 | Low | \$ 153,588 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 246 | 42 | Low | \$ 151,315 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 254 | 42 | Low | \$ 155,922 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 28 | 24 | Low | \$ 9,810 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 134 | 24 | Low | \$ 46,948 | 0 | \$ - | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 51 | 42 | Low | \$ 31,332 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 516 | 42 | Low | \$ 317,006 | 2 | \$ 29,028 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 272 | 42 | Low | \$ 167,104 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 418 | 42 | Low | \$ 256,799 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 370 | 42 | Low | \$ 227,310 | 1 | \$ 14,514 | 0 | \$ - | | | | | | | | | | | |
| LP_14 | 161 | 42 | Low | \$ 98,911 | 1 | \$ 14,514 | 0 | \$ - | 4,637 | \$ 2,496,891 | \$ 243,592 | \$ - | \$ 2,740,483 | \$ 274,048 | \$ 137,024 | \$ 1,096,193 | \$ 4,247,749 | \$ 849,550 | \$ 5,097,299 |
| LP_15 | 300 | 18 | Underserved | \$ 84,874 | 1 | \$ 13,369 | 0 | \$ - | 300 | \$ 84,874 | \$ 13,369 | \$ - | \$ 98,243 | \$ 9,824 | \$ 4,912 | \$ 39,297 | \$ 152,277 | \$ 30,455 | \$ 182,732 |
| LP_16 | 406 | 18 | Underserved | \$ 115,007 | 1 | \$ 13,369 | 0 | \$ - | | | | | | | | | | | |
| LP_16 | 243 | 18 | Underserved | \$ 68,732 | 1 | \$ 13,369 | 0 | \$ - | 243 | \$ 68,732 | \$ 13,369 | \$ - | \$ 82,101 | \$ 8,210 | \$ 4,105 | \$ 32,840 | \$ 127,256 | \$ 25,451 | \$ 152,708 |
| LP_17 | 72 | 18 | Underserved | \$ 20,249 | 1 | \$ 13,369 | 0 | \$ - | 72 | \$ 20,249 | \$ 13,369 | \$ - | \$ 33,617 | \$ 3,362 | \$ 1,681 | \$ 13,447 | \$ 52,107 | \$ 10,421 | \$ 62,528 |
| LP_18 | 169 | 18 | Underserved | \$ 47,747 | 1 | \$ 13,369 | 0 | \$ - | 169 | \$ 47,747 | \$ 13,369 | \$ - | \$ 61,116 | \$ 6,112 | \$ 3,056 | \$ 24,446 | \$ 94,730 | \$ 18,946 | \$ 113,676 |
| Total | | | | | | | | | \$ 24,553 | \$ 12,789,081 | \$ 1,344,805 | | \$ 14,268,885 | \$ 1,426,889 | \$ 713,444 | \$ 5,707,554 | \$ 22,116,772 | \$ 4,423,354 | \$ 26,540,127 |

| Rates | | |
|---------|---------------|--------------|
| Type | Diameter (in) | Rate (\$/LF) |
| Pipe | 8 | \$ 230 |
| Pipe | 10 | \$ 230 |
| Pipe | 12 | \$ 230 |
| Pipe | 15 | \$ 261 |
| Pipe | 18 | \$ 283 |
| Pipe | 21 | \$ 326 |
| Pipe | 24 | \$ 350 |
| Pipe | 27 | \$ 416 |
| Pipe | 30 | \$ 447 |
| Pipe | 33 | \$ 483 |
| Pipe | 36 | \$ 516 |
| Pipe | 42 | \$ 614 |
| Pipe | 48 | \$ 692 |
| Pipe | 54 | \$ 789 |
| Pipe | 60 | \$ 898 |
| Pipe | 66 | \$ 1,006 |
| Pipe | 72 | \$ 1,171 |
| Pipe | 84 | \$ 1,590 |
| Pipe | 96 | \$ 1,920 |
| Pipe | 42x28 | \$ 676 |
| MH | 8 | \$ 13,082 |
| MH | 10 | \$ 13,082 |
| MH | 12 | \$ 13,082 |
| MH | 15 | \$ 13,226 |
| MH | 18 | \$ 13,369 |
| MH | 21 | \$ 13,512 |
| MH | 24 | \$ 13,655 |
| MH | 27 | \$ 13,798 |
| MH | 30 | \$ 13,941 |
| MH | 33 | \$ 14,085 |
| MH | 36 | \$ 14,228 |
| MH | 42 | \$ 14,514 |
| MH | 48 | \$ 14,801 |
| MH | 54 | \$ 16,080 |
| MH | 60 | \$ 16,406 |
| MH | 66 | \$ 17,906 |
| MH | 72 | \$ 18,268 |
| MH | 84 | \$ 20,915 |
| MH | 96 | \$ 23,005 |
| Outlets | 1 | \$ 45,000 |
| Inlets | 1 | \$ 100,000 |

| Pump Station Replacement Fund Summary | | | | | | | | | | | | | | | |
|---------------------------------------|-------------------|------|-------------------|-----------|------|--------------|--------------|--------------|--------------------|--------------|-----------|--------------|----------------|--------------|------------|
| ID | Facility | Year | First Replacement | | | | | | Second Replacement | | | | | | |
| | | | Cost (P) | years (n) | F/P | Cost (F) | A/F | Annual | Year | Cost (P) | years (n) | F/P | Cost (F) | A/F | Annual |
| 1 | California Circle | 2030 | \$ 1,000,000 | 10 | 1.79 | \$ 1,791,000 | 0.0759 | \$ 135,937 | 2070 | \$ 2,000,000 | 50 | 18.42 | \$ 36,840,000 | 0.0035 | \$ 128,940 |
| 2 | Jurgens | 2040 | \$ 3,000,000 | 20 | 3.21 | \$ - | | \$ - | 2075 | \$ 3,000,000 | 55 | 24.65 | \$ 73,950,000 | 0.0025 | \$ 184,875 |
| 3 | McCarthy | | | | | \$ 9,621,000 | 0.0272 | \$ 261,691 | 2080 | \$ 5,000,000 | 60 | 32.988 | \$ 164,940,000 | 0.0019 | \$ 313,386 |
| 4 | Abbott | | | | | \$ - | 0.0182 | \$ - | 2050 | \$ 1,000,000 | 30 | 5.744 | \$ 5,744,000 | 0.0127 | \$ 72,949 |
| 5 | Minnis | | | | | 2050 | \$ 1,000,000 | 30 | 5.74 | \$ 5,744,000 | 0.0127 | \$ 72,949 | 2080 | \$ 1,000,000 | 60 |
| 6 | Penitencia | | \$ - | | | \$ - | | \$ - | 2070 | \$ 2,500,000 | 50 | 18.42 | \$ 46,050,000 | 0.0035 | \$ 161,175 |
| 7 | Wrigley-Ford | 2035 | \$ 2,000,000 | 15 | 2.4 | \$ 4,794,000 | 0.043 | \$ 206,142 | 2065 | \$ 3,500,000 | 45 | 13.765 | \$ 48,177,500 | 0.0047 | \$ 226,434 |
| 8 | Berryessa | 2045 | \$ 3,000,000 | 25 | 4.29 | \$12,876,000 | 0.0182 | \$ 234,343 | 2060 | \$ 1,000,000 | 40 | 10.286 | \$ 10,286,000 | 0.0065 | \$ 66,859 |
| 9 | Manor | 2040 | \$ 1,000,000 | 20 | 3.21 | \$ 3,207,000 | 0.0272 | \$ 87,230 | 2070 | \$ 1,000,000 | 50 | 18.42 | \$ 18,420,000 | 0.0035 | \$ 64,470 |
| 10 | Spence Creek | | | | | \$ - | 0.0759 | \$ - | 2065 | \$ 1,000,000 | 45 | 13.765 | \$ 13,765,000 | 0.0047 | \$ 64,696 |
| 11 | Bellew | | | | | \$ - | 0.0065 | \$ - | 2055 | \$ 3,000,000 | 35 | 7.686 | \$ 23,058,000 | 0.009 | \$ 207,522 |
| 12 | Murphy | 2035 | | | | \$ - | 0.043 | \$ - | 2070 | \$ 3,000,000 | 50 | 18.42 | \$ 55,260,000 | 0.0035 | \$ 193,410 |
| 13 | Oak Creek | 2025 | \$ 2,000,000 | 5 | 1.34 | \$ 2,676,000 | 0.1774 | \$ 474,722 | 2055 | \$ 3,000,000 | 35 | 7.686 | \$ 23,058,000 | 0.009 | \$ 207,522 |
| | | | \$ 13,000,000 | | | | | \$ 1,473,000 | \$ 30,000,000 | | | \$ 1,955,000 | | | |



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|---|
| Item Title: | Receive an Update on the Energy and Water Savings Program being Implemented by ENGIE Services U.S. Inc. and Approve and Authorize the City Manager to Execute the Community Resilience Program Capital Projects Grant Agreement; and Approve a Budget Appropriation in the amount of \$700,702 |
| Category: | Community Services and Sustainable Infrastructure |
| Meeting Date: | 11/2/2021 |
| Staff Contact: | Tony Ndah, Public Works Director, 408-586-2602 |
| Recommendation: | <ol style="list-style-type: none">1. Receive an update on the Energy and Water Savings Program being implemented by ENGIE Services U.S. Inc.2. Approve and Authorize the City Manager to execute the Community Resilience Program Capital Projects Grant Agreement.3. Approve a budget appropriation for \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22. |

Background:

In May 2020, in response to the significant economic impact of COVID-19 Shelter-in-Place Orders on communities, businesses, and residents, the Silicon Valley Clean Energy (SVCE) Board of Directors approved an allocation of \$10 million for customer relief and longer-range community resiliency. This was an opportunity to provide relief and assistance in direct response to the impacts of COVID-19 but also support longer term workforce development and electrification training, as well as support member agencies and communities who were also experiencing power reliability challenges with the emergence of PG&E's public power shut-downs and impact from nearby wildfires. The funding could be used for planning and technical assistance to identify community resilience needs and opportunities, or for shovel-ready resiliency projects. Based on Milpitas' share of the SVCE electricity load, the allocation available to the City was \$700,702.

On October 6, 2020 the City executed a contract with Engie Services U.S., Inc (Engie) for the design and implementation of ten energy and water conservation measures (ECM) where the projected savings derived from implementing the measures were expected to equal or exceed the cost of implementation over time. By installing current efficient equipment and smart technology, the City is expected to better track system performance, reduce operating costs, and improve facility users and community experiences. This project also demonstrates the City's ongoing commitment to promoting sustainability, while enhancing our community quality of life through triple bottom line benefits for our environment, finances, and community.

The scope of work included installation of automated customer water meters, automated controls at pump stations, and interior plumbing upgrades at City facilities. The scope also included the retrofit of streetlights with LED fixtures; exterior and interior lighting efficiency upgrades at numerous City parks, sports fields, and facilities; and the installation of solar and battery backup systems at critical City facilities to improve the energy resiliency of these facilities during unplanned power outages.

The contract for the ECMs of close to \$34 million was funded with approximately \$22.7 million from water bonds and other capital funds, and \$11.3 million of General Fund Lease Revenue Bonds. The ECMs also qualified for rebates and incentives of up to \$2.1 million.

Staff estimates that the City will realize annual energy and water savings of approximately \$1.6 million during the 20-year financing period of the measures. Total net savings over the lifetime of the ECMs, which range from 10-30 years, is estimated at almost \$31 million.

Analysis:

This report provides an update of the implementation status of the ten ECMs approved by Council categorized by “ECMs Completed” and “ECMs In-Progress.” The construction phase of the ECMs began in March 2021 and are expected to be finalized by October 2022.

ECMs Completed:

1. Water Efficient Fixtures at City Facilities – This measure fine tunes valves and fixtures to reduce leakage and water waste and includes installation of water-efficient fixtures where necessary, focusing on user satisfaction.

ECMs In-Progress:

1. Lighting Fixture Upgrades – These measures upgrade interior and exterior lighting to energy efficient LEDs to reduce energy usage, reduce maintenance costs, improve safety, and provide consistency in lighting quality City-wide. Energy-efficient LED lighting is also being installed at outdoor sports fields for reduced maintenance, improved visibility, and reduce light pollution.

Completion of this ECM has been impacted by supply delivery delays as a result of the COVID-19 pandemic; however, completion of this ECM is expected by the end of 2021.

2. Automated Water Meter Conversion Citywide – This measure consists of City-wide replacement of residential and commercial water meters to Automated Metering Infrastructure (AMI). Completion of this measure reduces the necessity for manual meter reading, improves accuracy of billing, and leverages grant funding from regional agencies.

Engie crews are about halfway through with converting water meters citywide to automated water meters. Completion of this ECM is expected in Spring 2022.

3. SCADA and Remote Communications – This measure involved the design and installation of a SCADA system for City-wide water, wastewater, stormwater management. Implementation of this measure reduces costs, improves cybersecurity and system reliability.

Design work for SCADA and Remote Communications at the City’s water, sewer, and stormwater facilities is currently in final engineering, focusing on the water pump stations in the City’s hillsides, before moving on to the remaining facilities under this ECM.

4. Solar Generating Facilities – This measure generates clean, on-site power via solar shade structures and rooftop canopies. This measure also reduces PG&E charges and protects against rising energy costs.

Design work for the solar generating facilities is currently 90% complete, and in the final permitting phase with the City. Construction for these improvements is expected to start in November 2021 and run through September 2022.

5. Resiliency Microgrid at Senior Center and Community Center – This measure helps the City avoid peak demand charges and optimizes energy rates. Additionally, the battery and energy storage are being considered in conjunction with generators and controls to provide emergency backup power for critical infrastructure and facilities in the event of power outages or shutoffs in the City.

Design work for the resiliency microgrid for the senior center and community center is currently 90% complete, and in the final permitting phase with the City. Construction for these improvements is expected to start in November 2021 and run through September 2022.

6. Electric Vehicle Charging Stations – This measure provides EV charging stations for public and staff use.

Design work for the charging stations are currently 90% complete, and in the final permitting phase with the City. Construction for these improvements is expected to start in November 2021 and run through September 2022.

Utility Cost Savings, Grants and Rebates

The main goal of entering into the agreement was to implement energy and water conservation measures that over the long run would result in cost savings in excess of the cost of implementing the improvements. Throughout the anticipated life cycles of the energy and water conservation measures, the City is expected to realize annual energy and water savings of approximately \$1.6 million during the 20-year financing period of the measures. Total net savings over the lifetime of the measures (which range from 10-30 years depending on the measure) is estimated at almost \$31 million. From the beginning of the project implementation in March 2021 until end of September, staff estimates that the City has saved \$170,000 in energy and water cost, and that these savings will continue to rise as more ECMs are completed. Please note that cost savings related to the General Fund have been incorporated in the Fiscal Year 2022-2031 Ten-Year General Fund Forecast and are offsetting the annual debt service payment for the General Fund Lease Revenue Bonds.

Staff has also been working with Engie to secure rebates for the implementation of the Council approved ECMs. To date, the City has qualified for total rebates in the amount of \$2.1 million from Valley Water, SVCE, and the CPUC's Self-Generation Incentive Program. Staff are continuing to work with the Engie team to secure additional grant funding to offset project costs, such as through the California Public Utilities Commission Self-Generation Incentive Program and other sources.

The total grant funds awarded to the City by SVCE is \$700,702 pending Council approval of the grant agreement. The grant funds will be applied towards the solar and battery back systems being installed for the Community Center and Senior Center. The grant funding will be provided to the City on a reimbursement basis, provided that the project construction is completed by December 31, 2022.

Policy Alternatives:

Alternative: Do not accept the grant funds.

Pros: None.

Cons: City would have to identify a different funding source for the Community Center and Senior Center solar and backup battery ECM.

Reason not recommended: It is in the City's best interest to leverage external funding to offset City costs, when feasible.

Fiscal Impact:

The \$700,702 in grant funds will offset a portion of the project costs previously approved by the City Council. To recognize the grant funding, staff recommends approval of a budget amendment of \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

The estimated savings generated from the ECMs that have been completed so far or are in progress is \$170,000. These savings are lower than expected from what was included in the FY 2022 Adopted Budget in part due to delays in project permitting and supply chain delays due to the COVID-19 pandemic that have impacted the implementation of certain ECMs. Although, energy and water savings will continue to rise as more ECMs are completed, staff may have to bring forward utility savings adjustments as part of the FY 2021-22 Mid-Year budget process.

California Environmental Quality Act:

The City Council's receipt of an update on the Energy and Water Savings Program does not constitute a project under the California Environmental Quality Act (CEQA) as it can be seen with certainty that the mere act of receiving an update will not have a significant impact on the environment under CEQA Guideline 15061(b)(3). Further, any future work contemplated as part of this discussion is also likely exempt under CEQA pursuant to Guideline 15301 as the maintenance or minor alteration of existing City facilities.

Recommendation:

1. Receive an update on the Energy and Water Savings Program being implemented by ENGIE Services U.S. Inc.
2. Authorize the City Manager to execute the Community Resilience Program Capital Projects Grant Agreement.
3. Approve a budget appropriation for \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

Attachments:

1. SVCE Community Resilience Program – Capital Projects Grant Agreement
2. Budget Change Form

SILICON VALLEY CLEAN ENERGY
COMMUNITY RESILIENCE PROGRAM – CAPITAL
PROJECTS GRANT AGREEMENT BETWEEN
THE CITY OF MILPITAS
AND
SILICON VALLEY CLEAN ENERGY

THIS AGREEMENT is made and effective as of _____, 2021 (“Effective Date”), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY ("SVCE"), an independent public agency, and CITY OF MILPITAS, a municipal corporation (“Recipient”). In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE’s community resilience program (“Program”) will provide \$5M in grants to member jurisdictions to plan and develop resilience projects. The grant maximum for each jurisdiction is based on proportion of load as determined by SVCE.

B. As a condition of eligibility to receive funding under the Program, projects must: (1) support a critical facility and/or provide community services during a power outage; (2) enable self-sufficient access to power during an outage, or decrease the risk of power outages; and (3) be zero carbon.

C. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for installation of energy resilience infrastructure (“Project”). The scope and estimated budget for the Project are attached hereto and incorporated herein as Exhibit B.

D. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed \$ 700,702.00, subject to the provisions of this Agreement (“Grant Funds”). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) an itemized list of all expenditures; 2) supporting documentation that clearly identifies the expenditure(s) in relation to the scope of the Project set forth in Exhibit B of this Agreement; and 3) the Job Impacts Data Collection Worksheet, attached hereto as Exhibit C. Payment requests should be aggregated and submitted no more often than once per month.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE's sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibits A and B. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A and Exhibit B. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Projects must be complete no later than December 31, 2022.

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program.

Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. PREVAILING WAGES. By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevaling wage requirements.

9. PROCUREMENT. At minimum, Recipient shall solicit at least three bids and select the lowest bidder when procuring goods or services, where the costs are eligible for reimbursement under this Agreement. In the event the Recipient is required by statute or policy to solicit additional bids or follow a more stringent solicitation process, Recipient shall follow such process.

10. CALIFORNIA PUBLIC RECORDS ACT. Parties acknowledge that Parties are subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). Parties acknowledge that other Party may submit information to each other that are considered to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, Parties shall notify the other Party that such request has been made. Receiving Party shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting Parties' right to disclose

Confidential Information as may be required by law, if other Party takes no such action after receiving the foregoing notice from served Party, served Party shall be permitted to release information it deems subject to disclosure.

11. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE: Silicon Valley Clean Energy Authority
333 W. El Camino Real #290
Sunnyvale, CA 94087
Attention: _____

RECIPIENT: City of Milpitas, Public Works Department
1265 N. Milpitas Blvd.
Milpitas, CA 95035
Attention: Elaine Marshall, Deputy Public Works Director

12. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

13. INDEMNIFICATION. Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

14. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

15. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

16. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

17. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

18. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

19. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

21. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

23. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

25. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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

SILICON VALLEY CLEAN ENERGY AUTHORITY

APPROVED AS TO FORM:

Greg Stepanicich, General Counsel

City of Milpitas

By: _____

Name: Steve McHarris

Title: City Manager

By: _____

Name:

Title:

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of City Manager is required for cities.]

EXHIBIT A

[attach Application]

SAMPLE

EXHIBIT B

Scope of Work

The table below lists the locations for the solar photovoltaic (PV) installations and the structure types:

| Site | Type | Minimum Ground Clearance Height | Approximate Size (kW-DC) |
|------------------|-----------------------|---------------------------------|--------------------------|
| Community Center | Canopy | 13'6" | 81.0 |
| Senior Center | Canopy and Roof Mount | 13'6" | 137.7 |

Scope of work will include:

1. Prepare and submit design drawings to the City of Milpitas Building Permit Department for approval. This includes evaluation of the existing roof structure for structural capacity.
2. Provide geotechnical evaluations necessary for design requirements.
3. Provide utility interconnection drawings and application management services.
4. Provide and coordinate installation of the NGOM and NEM metering.
5. Procure materials and equipment necessary for construction.
6. Provide project management and construction management necessary for a full and complete installation.
7. Provide labor and supervision for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
8. Provide and install PV modules and necessary mounting hardware for each system.
9. Provide and install inverters and necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site.
10. Provide and install solar canopy structures. The canopy structure design will include a canopy structure that has a 7-degree tilt and is 13'6" feet clear of grade level on the low side and a pier depth of eight feet deep and assumes no de-watering, benching, shoring, or casing. Canopies will be provided with decorative fascia and decorative radiused HSS tube steel gussets, both painted to match canopy steel.
11. Provide and install roof mounted system. Provide and install necessary commodity roofing products to flask racking standoffs and solar related penetrations to maintain waterproof integrity of the existing structure.
12. DC wiring and AC wiring within the solar canopies and roof mount structure shall be copper wire. Aluminum wire shall be used from each system's AC combiner to the main point of connection at the site's electrical switchgear.
13. Provide and install a step-down transformer at each site, with new equipment pads. Step-down transformers shall be enclosed in 6' tall chain link fence.
14. Provide and install fourteen (14) new LED lighting fixtures (RAB PRT42N or equivalent) for canopies (one for each 27' bay).
15. Provide as-built drawings and Operations & Maintenance manuals in electronic format upon project completion.

16. Provide tree removal, as required. 29 trees are expected to be removed, and any tree removed shall be replanted on site at a 2:1 ratio.
17. Provide lighting fixture, pole, and bollard removal, as required.
18. Provide miscellaneous backfill and restoration of landscaping in areas of work.
19. Start-up, test, and commission the systems in accordance with design plan and applicable industry standards.
20. Secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.

Assumptions, Exceptions, Exclusions:

1. Scope of Work assumes that existing Senior Center roof structure can take on the added structural load of the PV system without requiring upgrades or repairs of any kind.
2. Cost for ADA accessibility upgrades to existing buildings or parking lots for path of travel, if required, are not included and will be calculated based upon final design.
3. Fencing slats are not included.
4. Remediation and/or removal of hazardous materials, hazardous wastes, or spoils are not included.
5. The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. Repairs or upgrades to existing systems that are not functioning properly or compliant with current codes are excluded. No allowances have been made to bring existing systems up to code.
6. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
7. The PV shade structure is not weather tight and will not provide shelter from rain.
8. Installing water hose bibs for washing the panels are excluded.
9. Painting, unless specified, is excluded.
10. Depth of piers for canopy and ground mount installations are assumed to be 8 ft. No allowances have been made should soils report indicate that depth of piers should be deeper due to soil quality and/or seismic concerns, or additional seismic concerns requires deeper footings.

EXHIBIT C

Job Impacts Data Collection Worksheet

**Silicon Valley Clean Energy Community Resilience Program
Job Impacts Data Collection
Worksheet**

Instructions: The form should be completed and submitted with each invoice. Each contractor and subcontractor should complete a separate form. The information will be used by SVCE to better understand the economic impacts of program investments and will have no impact on payment or performance evaluation of the grantee or contractors. Please be as accurate and complete as possible.

| Position Title | Total Employees in Position* | Average Hourly Wage | Total Hours Worked** | Employer-Sponsored Health Benefits? Y/N |
|-------------------------|-------------------------------------|----------------------------|-----------------------------|--|
| Solar Installer | | | | |
| Installation Supervisor | | | | |
| Add rows*** | | | | |

*Sum of all individual employees with at least (1) labor hour during the invoice period

**Sum of all the hours of all employees at this title/wage for the invoice period

***Add rows as need for additional employees

Note: If this reporting system does not align with the funding source of your project, please contact SVCE to discuss possible reporting alternatives.



| | |
|--|----|
| Summary report:
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on
9/2/2021 3:32:35 PM | |
| Style name: Default Style | |
| Intelligent Table Comparison: Active | |
| Original filename: Revised Community Resilience Grant Agreement March 2021_Milpitas.docx | |
| Modified DMS: iw://imanager/iManage/34330762/1 | |
| Changes: | |
| <u>Add</u> | 14 |
| Delete | 10 |
| Move From | 0 |
| <u>Move To</u> | 0 |
| <u>Table Insert</u> | 0 |
| Table Delete | 0 |
| <u>Table moves to</u> | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 24 |

City of Milpitas, California

BUDGET CHANGE FORM

| Type of Change | From* | | To* | |
|---|--------------------------|------------------|-------------------------|------------------|
| | Account | Amount | Account | Amount |
| Check one:

☒ Budget Appropriation

☐ Budget Transfer | 331-9513488153584 | \$700,702 | 331-951348874800 | \$700,702 |

- (1) Authorize the City Manager to execute the Community Resilience Program Capital Projects Grant Agreement;
- (2) Accept grant funding from Silicon Valley Clean Energy's Community Resilience Program in the amount of \$700,702; and
- (3) Approve a budget appropriation for \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

Background:

In May 2020, in response to the significant economic impact of COVID-19 Shelter-in-Place Orders on communities, businesses, and residents, the Silicon Valley Clean Energy Board of Directors approved an allocation of \$10M for customer relief and longer-range community resiliency. This was an opportunity to provide relief and assistance in direct response to the impacts of COVID-19 but also support longer term workforce development and electrification training, as well as support member agencies and communities who were also experiencing power reliability challenges with the emergence of PG&E's public power shut-downs and impact from nearby wildfires.

This funding was divided into several financial assistance programs that targeted direct customer bill relief (residential and small business), workforce relief and training, and community resiliency. A total of \$5M was allocated for member agency community resiliency programming including (1) resiliency infrastructure planning (\$1M) and (2) resiliency infrastructure capital project support (\$4M). Member agencies would be eligible for funding based on that member agency's community share of the SVCE electricity load. The funding could be used for planning and technical assistance to identify community resilience needs and opportunities, or for shovel-ready resiliency projects. Based on Milpitas' share of the SVCE electricity load, the allocation available to the City was \$700,702.

Analysis:

On September 15, 2020, the City Council approved an Energy Services Agreement with Engie Services U.S. Inc. to Develop Energy and Water Efficiency Projects. This agreement allowed for the development of two-phased Energy Services Contract (ESCO) program for the City consisting of (1) preparation and presentation of a Comprehensive Energy Analysis report (CEA) and, (2) construction and implementation of any City recommended energy and water conservation measures.

Staff have been working with Engie and have completed the CEA which included development of a suite of energy and water conservation measures. Engie has moved into the construction and implementation phase of the project. One of the energy conservation measures identified substantial savings from the installation of solar with back up battery systems at several City facilities. Included in the first phase of the

ESCO is the solar and battery back systems for the Community Center and Senior Center. Engie has designed the system, submitted building permit applications, and is ready to begin project construction.

This project meets the criteria for SCVE's criteria for the community resiliency infrastructure capital project. Staff submitted an application to SVCE that describes the project, preliminary design and objectives, and overall costs. The application was approved by SVCE for the full amount allocated to the City of \$700,702, and staff are now recommending that the City Council approve the grant agreement and take associated actions to accept the funds.

The grant funding will be provided to the City on a reimbursement basis, provided that the project construction is completed by December 31, 2022.

Policy Alternatives:

Alternative: Do not accept the grant funds.

Pros: None.

Cons: City will solely fund the costs of implementing the Community Center and Senior Center solar and backup battery project.

Reason not recommended: It is in the City's best interest to leverage external funding to offset City costs, when feasible.

Fiscal Impact:

The \$700,702 in grant funds will offset a portion of the project costs previously approved by the City Council. To recognize the grant funding, staff recommends approval of a budget amendment of \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

Staff are continuing to work with the Engie team to secure additional grant funding to offset project costs, such as through the California Public Utilities Commission Self-Generation Incentive Program and other sources.

California Environmental Quality Act:

Not applicable.

Recommendations:

- (1) Authorize the City Manager to execute the Community Resilience Program Capital Projects Grant Agreement;
- (2) Accept grant funding from Silicon Valley Clean Energy's Community Resilience Program in the amount of \$700,702; and
- (3) Approve a budget appropriation for \$700,702 in CIP Project No. 3488 Community and Senior Center Energy Resilience Project in FY 2021-22.

Attachments:

1. SVCE Community Resilience Program – Capital Projects Grant Agreement
2. Budget Change Form

☐ Check if City Council Approval required.

Meeting Date: October 19, 2021

| | | |
|---|------------------------------|------------------------|
| Requested by: | Department Head: Tony Ndah | Date: October 19, 2021 |
| Reviewed by: | Finance Director: Lauren Lai | Date: October 19, 2021 |
| Date approved by City Council, if required: | | Confirmed by: |



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|--|
| Item Title: | Receive an Update of the City's Neighborhood Cleanup Program and Provide Direction to Staff |
| Category: | Community Services and Sustainable Infrastructure |
| Meeting Date: | 11/2/2021 |
| Staff Contact: | Elaine Marshall, Deputy Public Works Director, 408-586-2603 |
| Recommendation: | Receive an Update on the Neighborhood Cleanup Program and Provide Direction to Staff. |

Background:

As part of the FY 20-21 Adopted Budget, Council approved the inclusion of funding in the operating budget for the Public Works Department to implement a Neighborhood Cleanup Program. The initial design of the program was based on the City's previous Neighborhood Cleanup program where the City was divided into two main areas, and twice a year, debris boxes would be placed at either local schools or neighborhood parks for each City area with a total of four events hosted per year. Due to the COVID-19 Shelter in Place Order and changing public health guidelines, the neighborhood cleanup events were delayed in 2020 and staff worked with Milpitas Sanitation Inc. (MSI) to design events that could be COVID-compliant and maximize social distancing.

This update provides a summary of the Neighborhood Cleanup events (aka Dumpster Days) that occurred from May through August 2021. In addition, this report provides an update on the pilot coupon/voucher program that was implemented in conjunction with the Neighborhood Cleanup Day events as an alternative option for residents who could not book appointments for the events; but were interested in being able to haul their materials directly to MSI's facility in Santa Clara.

Analysis

The Neighborhood Cleanups were closely coordinated between Public Works staff and MSI. The Neighborhood Cleanup events were held for 4 consecutive months from May through August 2021 at various locations in Milpitas (Milpitas Community Center, Pearl Zanker Elementary School, and Cardoza Park). These sites were chosen for their ease of access, geographic location in various areas of the City, flow of traffic, and space. Outreach for the Neighborhood Cleanup Days was conducted via social media (Facebook and NextDoor), as well as through Milpitas Matters, and Milpitas Connected.

Events were open to all Milpitas residents, regardless of the type of residence (apartments, mobile homes, etc.). Residents were able to dispose of items such as furniture, appliances, construction and demolition debris, and other bulky items. The City also partnered with the San Jose Conservation Corps and Charter School to collect E-Waste, mattresses, and tires, which increased the amount and types of material accepted without having to turn away residents.

Due to COVID-19 guidelines, residents were asked to register in advance of the event and were assigned a specific time slot to dispose of their items. This helped to manage the flow of participants and minimized mass gathering of participants and potential queuing at the event. Staff involvement at the Neighborhood Cleanup events included verifying Milpitas residency, confirming the resident had an appointment, directing traffic flow and vehicles to specific debris containers, and monitoring materials placed in each bin to ensure no hazardous

materials were disposed of during the event. MSI delivered and removed nine to ten 30-cubic yard debris boxes for each of the events and processed all of the material collected from the events.

Below is a summary of the number of Milpitas residents served, along with the amounts of debris collected:

| Dumpster Day Total Summaries: May – August 2021 | | | | | |
|---|-------|-------|-------|--------|-------|
| | May | June | July | August | TOTAL |
| Residents Served | 83* | 83* | 138 | 140 | 444 |
| Debris Boxes Provided | 9 | 9 | 9 | 10 | 37 |
| Debris Boxes Filled | 7 | 6 | 9 | 10 | 32 |
| Tons of Debris | 9.36 | 7.13 | 13.42 | 15.09 | 45.1 |
| Tires | 28 | 43 | 83 | 25 | 179 |
| Mattresses | 31 | 27 | 59 | 45 | 162 |
| Flat screens (pounds) | 625 | 0 | 248 | 248 | 1,120 |
| CRTs (cathode ray tubes from TVs/monitors) | 230 | 0 | 0 | 300 | 530 |
| Mixed e-waste (pounds) | 1,050 | 1,010 | 3,224 | 2,290 | 7,574 |

*May and June participation rates lower due to use of lower capacity estimates in planning and higher than anticipated “no-show” rate.

As noted in the table above, residents served during the first two months of the program were low compared to remaining two months of the program. The City had not implemented any neighborhood cleanup events for quite some time and the turnout rate and amount of material that would be collected was unknown and unpredictable; hence, staff did not want to exceed the bin capacity and have to turn away residents which could have had resulted in illegal dumping in the City. During the May and June events, staff tested different coordination logistics including increased reminder frequencies, staffing resources, event flow logistics, and refined debris bin capacity estimations. As an example, the rate of no-shows for the May event was 23.5%, despite reminders (emails and phone calls) to the registered participants leading up to the event. This resulted in a few empty dumpsters at the end of the event. Staff continued to refine the event registration process, capacity planning, and reminder process after each event and improved traffic flow and filling of dumpsters with each subsequent event. For the July and August events, staff accounted for no shows and included an allowance for potential no-shows and late cancellations, while continuing the reminders and confirmations. As a result, the July and August no-show rates were lower (7.9% and 12.5% respectively), resulting in filling of all available dumpsters.

In total, the four Neighborhood Cleanup events served 444 residents, collecting 45 tons of debris, 179 tires, 162 mattresses, and 7,574 pounds of e-waste.

Additionally, the City collaborated with MSI to launch a pilot coupon/voucher program that began in June and ran simultaneously with the Neighborhood Cleanup Day events as an alternative option for residents. This option allowed for more flexibility for residents since the vouchers could be used any time that Mission Trail Waste Systems Transfer Station was open, to directly dispose of items (Monday-Friday 6:00am-2:30pm). Staff sent a survey to residents who requested vouchers on September 21, 2021 to evaluate the voucher program and to also remind residents of the voucher expiration date of December 31, 2021. As of the end of September, 27 of 152 vouchers have been used (17.8% usage rate). Staff will send a final reminder right after Thanksgiving to notify residents of the voucher’s year-end expiration date.

Fiscal Impact:

There is no fiscal impact to receive this update on the Neighborhood Cleanup Program. The total cost for all 4 Dumpster Days was \$91,884 (approximately \$23,000 per event), which included cost for staffing the events, along with MSI’s cost for debris boxes. The table below lists out the various costs associated with planning and implementing the four Neighborhood Cleanup events.

| Pre/Post-Event Staffing Hours and Costs: May – August 2021 | | |
|---|--------------|-------------|
| | Hours | Cost |
| Public Works (Maintenance Staff) | 14 | \$1,158 |
| Public Works (Solid Waste Staff) | 351 | \$18,330 |
| Miscellaneous (Traffic Signage) | N/A | \$370 |
| SUB-TOTAL | 362.5 | \$19,488 |

| Day-Of-Event Staffing Hours and Costs: May – August 2021 | | |
|---|--------------|-----------------|
| | Hours | Cost |
| Public Works (Maintenance Staff) | 151.25 | \$11,211 |
| Public Works (Solid Waste Staff) | 97 | \$5,585 |
| Milpitas Sanitation (debris boxes and disposal costs) | 98 | \$55,600 |
| SUB-TOTAL | 346.25 | \$72,396 |
| | | |
| TOTAL | 708.5 | \$91,884 |

California Environmental Quality Act:

The City Council's receipt of an update on the Energy and Water Savings Program does not constitute a project under the California Environmental Quality Act (CEQA) as it can be seen with certainty that the mere act of receiving an update will not have a significant impact on the environment under CEQA Guideline 15061(b)(3).

Recommendation:

Receive Update on the Neighborhood Cleanup Program and Provide Direction to Staff.