



## SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

### AGENDA

THURSDAY, AUGUST 05, 2021

MILPITAS, CA

5:30 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>

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### **PUBLIC COMMENT INSTRUCTIONS**

Oral public comments may be provided live during the City Council meeting in person or by first 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 Zoom Application. Here is the link to register for this meeting only:

[https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN\\_hACfkCXbSRyTIBBHC53LBq](https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_hACfkCXbSRyTIBBHC53LBq)

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 or staff 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**

## **PLEDGE OF ALLEGIANCE**

## **INVOCATION** (Vice Mayor Montano)

## **\* PRESENTATIONS**

- Present a Key to the City to Henry Nichols
- Present certificate to Bodhi Meditation Center for the Annual Celebration of Meditation Day
- Present commendations to United States Table Tennis Olympians Kanak Jha and Xin Zhou

## **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 City Clerk. Speakers in person 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 and will be called on after all in person speakers have spoken. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

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

## **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.

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

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

## **APPROVAL OF AGENDA**

## **CONSENT CALENDAR**

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

### **C1. Receive City Council Calendar of Meetings for August 2021 (Staff Contact: Wendy Wood 408-586-3001)**

Recommendation: Receive City Council Calendars of Meetings for August 2021.

### **C2. Approve City Council Meeting Minutes of the June 14, 2021 Special Meeting, June 15, 2021 Regular Meeting, June 21, 2021, Special Meeting, and June 22, 2021 Special Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**



Recommendation: Approve meeting minutes of the June 14, 2021 Special Meeting, June 15, 2021 Regular Meeting, June 21, 2021 Special Meeting, and June 22, 2021 Special Meeting.

- C3. Adopt a Resolution Granting Acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Adopt a resolution granting acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008.

- C4. Adopt a Resolution Granting Acceptance of the Enhanced Crosswalk Striping & Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458, Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Adopt a resolution granting acceptance of the Enhanced Crosswalk Striping and Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458 authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty.

- C5. Adopt a Resolution Approving the Direct Purchase of Asphaltic Material and Authorizing City Staff to Negotiate and Execute Purchase Orders with Granite Construction Company and Reed & Graham Inc., for a Combined Annual Not-To-Exceed Amount of \$80,000 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution approving the direct purchase of asphaltic material from Granite Construction Company and Reed & Graham Inc., for a combined annual not to exceed amount of \$ 80,000.00 and authorize staff to negotiate and execute multi-year purchase orders of up to five years with the above mentioned firms with a quarterly price adjustment based on the Liquid Asphaltic Rack Price.

- C6. Adopt a Resolution Granting Acceptance of the Street Resurfacing 2020 Project, Project No. 4296, Authorizing the City Engineer to file a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Adopt a resolution granting acceptance of the Street Resurfacing 2020 Project, Project No. 4296, and authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty has elapsed.

- C7. Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount \$581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: Approve and authorize the City Manager to execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of \$581,300.00 over a five-year period, subject to the annual appropriation of funds.

- C8. Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an Amount of \$47,322 to Complete California Environmental Quality Act (CEQA) Review, Extend the Term of the Agreement to December 31, 2022, and Approve Budget Appropriation of \$47,322 to the Trail, Bicycle,**

**Pedestrian Master Plan Update Project No. 3448 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: (1) Approve and authorize the City Manager to execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an amount of \$47,322 to complete the California Environmental Quality Act (CEQA); (2) Review, extend the term of the agreement to December 31, 2022; and (3) Approve Budget Appropriation of \$47,322 to the Trail, Bicycle, Pedestrian Master Plan Update Project No. 3448.

- C9. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive.

- C10. Receive Monthly Report for Unhoused Services (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Recommendation: Receive May 2021 report for unhoused services.

- C11. Accept the FY 2021 Citizens' Option for Public Safety (COPS) Grant (Staff Contact: Jared Hernandez, Acting Chief of Police, 408-586-2402)**

Recommendation: Accept the FY 2021 Citizens' Option for Public Safety (COPS) Grant in the amount of \$118,429.

**PUBLIC HEARINGS**

- 12. Conduct Public Hearing for 2021 Weed Abatement Assessments and Adopt a Resolution to Confirm the Assessment Report (Staff Contact: Albert Zamora, Deputy Fire Chief / Fire Marshal, 408-586-3371)**

Recommendation: (1) Open the public hearing for public comment and close the public hearing; and (2) Adopt a resolution confirming the 2021 Weed Abatement Assessment Report and the Assessment List of Parcels to be entered into the Santa Clara County Tax Assessment Roll.

- \*\*13. Conduct a Public Hearing and Adopt Urgency Ordinance No. 240.7 Pursuant to Water Code Sections 375 and 376 Relating to the Water Shortage Contingency Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Recommendation: (1) Open Public Hearing and move to close it following all comments; (2) City Attorney shall read aloud title of Urgency Ordinance 240.7; and (3) Following a reading of the title, move to waive the reading beyond the title and adopt Urgency Ordinance No. 240.7 to amend the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan.

- 14. Conduct a Public Hearing and Introduce Ordinance No. 38.843 Amending Sections of Chapter 10 of Title XI of the Milpitas Municipal Code Relating to Accessory Dwelling Units (ADUs) and Making Findings of CEQA Exemption (Staff Contact: Rozalynne Thompson, Senior Planner, 408-586-3278)**

Recommendation: (1) Conduct a public hearing and move to close the hearing following comments; (2) City Attorney shall read aloud title of Ordinance No. 38.843, and (3) Move to waive the first reading beyond the title and introduce Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to ADUs and asking findings of CEQA Exemption.

- 15. Adopt a Resolution Approving a Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow demolition of an existing office/warehouse industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open space, on a 1.11-acre parcel located at 308 Sango Court, in the Transit Area Specific Plan (TASP) planning area, pursuant to CEQA exemptions. (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)**

Recommendation: (1) Conduct a public hearing, receive public comment, and move to close the hearing; (2) Deliberate and provide direction regarding development fees; (3) Adopt a resolution to approve Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029, and Environmental Assessment No. EA19-0007 to allow demolition of an existing industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units, a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open space, pursuant to CEQA exemptions, and subject to the findings and Conditions of Approval.

#### **COMMUNITY DEVELOPMENT**

- 16. Receive Report on the Community Identification and Brand Study Public Engagement and Outreach and Provide Direction on Community Mark/Logo (Staff Contact: Charmaine Angelo, Public Information Officer, 408-586-3055)**

Recommendation: (1) Receive report on the Community Identification and Brand Study Public Engagement and Outreach; and (2) Provide direction to staff on the Community Mark/Logo for Citywide use.

#### **COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE**

- 17. Review the Proposed Mural Program and Provide Feedback to Staff (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Recommendation: (1) Review the proposed Mural Program and provide feedback to staff; and (2) Provide feedback to staff regarding theme and location for a permanent or temporary mural for Main Street Revitalization events scheduled for December.

#### **PUBLIC SAFETY**

- 18. Adopt a Resolution Providing for the Order of Succession to the Office of the City Manager during Emergencies and Approving the Emergency Operations Plan and the City Manager's Authority to Amend the Emergency Operations Plan (Staff Contacts: Geoffrey Maloon, Battalion Chief, 408-586-2818 and Walter C. Rossmann, Deputy City Manager, 408-586-3012)**

Recommendation: Adopt a resolution amending Resolution 5417 providing for the order of succession to the office of the City Manager, the approval of the Emergency Operations Plan, and the City Manager's authority to amend such plan.

## **LEADERSHIP AND SUPPORT SERVICES**

19. **Receive and Update on the American Rescue Plan Act, Provide Input to Staff on the Draft ARPA Investment Plan and Delegate Authority to the City Manager to Proceed with Approved Programs, Once Compliance with ARPA Guidance is Confirmed (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; Walter C. Rossmann, Deputy City Manager, 408-586-3012; and Lauren Lai, Director of Finance, 408-586-3111)**

Recommendation: (1 ) Receive and update on the American Rescue Plan Act (ARPA), including compliance and reporting requirements; (2) Provide direction to staff on the draft ARPA Investment Plan and proposed programs; and (3) Delegate authority to the City Manager including appropriation and contract approval authority up to the approved amount for each program approved by Council, once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

20. **Review List of Agenda Item Requests from Individual Councilmembers and Provide Direction to Staff on each of the items in Groups 1 and 2 (Staff Contacts: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Walter C. Rossmann, Deputy City Manager, 408-586-3012)**

Recommendation: (1) Review list of agenda item requests from individual Councilmembers and provide direction to staff, by majority voice vote, on which Group 1 and Group 2 items should be advanced; and (2) Provide requested clarification and direction to staff on Group 1 items that receive majority vote to advance.

## **REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies**

21. **Based on the June 21, 2021 Council Vote to Move to a Full-Time In-House City Attorney, recommend the City Council Establish an Ad-Hoc Council Sub-Committee, Comprised of Mayor and Vice Mayor, to Provide Additional Direction to Staff (Contact: Mayor Tran, 408- 586-3029)**

Recommendation: Based on the June 21, 2021 City Council vote to move to a full-time in-house city attorney, recommend the City Council establish an Ad-Hoc Council Sub-Committee comprised of Mayor and Vice Mayor, to provide additional direction to staff.

22. **Provide Direction to Staff to Work with the Mayor and Vice Mayor and Submit a Letter Opposing Senate Bill 9 (Atkins) Housing Development: Approvals (Contact: Vice Mayor Montano, 408-586-3024)**

Recommendation: Recommend City Council provide direction to staff to work with the Mayor and Vice Mayor and submit a letter opposing Senate Bill 9 (Atkins) Housing Development: Approvals.

## **NEXT AGENDA PREVIEW**

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

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

## **ADJOURNMENT**

**KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE**

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

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 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](http://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](http://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](mailto:CityClerk@ci.milpitas.ca.gov) prior to the meeting. You may request a larger font agenda.*

This Agenda has been revised as posted in accordance with Government Code 54956. Revisions are noted with an asterisk.

\* Presentations were added.

\*\*Recommended language was revised.

| July 2021 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
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| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 | 31 |

| September 2021 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
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| 26             | 27 | 28 | 29 | 30 |    |    |

# Milpitas City Council Calendar

## August 2021

| Sunday    | Monday                                                                                                                                                           | Tuesday                                                                     | Wednesday                                                                                                                                                                                         | Thursday                                                                                                                                                                                                                         | Friday                                                                                                                                               | Saturday  |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>1</b>  | <b>2</b><br><b>2:00 PM</b> -Cities Assoc. of SCC-<br>Special Closed Session (CM)<br><b>7:00 PM</b> -Parks, Recreation &<br>Cultural Resources Commission<br>(CM) | <b>3</b><br><b>4:00 PM</b> -National Night Out                              | <b>4</b><br><b>2:00 PM</b> -Santa Clara VTA<br>Monthly Briefing - Northeast<br>Group (CM)<br><b>5:30 PM</b> -Veterans Commission<br>(RT)<br><b>7:00 PM</b> -Community Advisory<br>Commission (EC) | <b>5</b><br><b>5:30 PM</b> -Special City Council<br><b>5:30 PM</b> -Milpitas Chamber of<br>Commerce Board (EC)<br><b>5:30 PM</b> -Santa Clara VTA Board<br>of Directors (CM)                                                     | <b>6</b>                                                                                                                                             | <b>7</b>  |
| <b>8</b>  | <b>9</b><br><b>4:30 PM</b> -Economic Development<br>and Trade Commission (KD)                                                                                    | <b>10</b><br><b>4:00 PM</b> -Milpitas HOPE Suicide<br>Prevention Task Force | <b>11</b><br><b>7:00 PM</b> -Silicon Valley Clean<br>Energy Board of Directors (EC)<br><b>7:00 PM</b> -Planning Commission                                                                        | <b>12</b><br><b>4:00 PM</b> -Santa Clara VTA Policy<br>Advisory Committee (AP)<br><b>5:00 PM</b> -Homelessness Task<br>Force<br><b>7:00 PM</b> -Youth Advisory<br>Commission (EC)<br><b>7:00 PM</b> -Cities Assoc of SCC<br>(CM) | <b>13</b><br><b>3:00 PM</b> -City Council<br>Transportation Subcommittee<br>(RT/CM)<br><b>*4:30 PM</b> -City Council Finance<br>Subcommittee (RT/CM) | <b>14</b> |
| <b>15</b> | <b>16</b><br><b>7:00 PM</b> -Science, Technology,<br>and Innovation Commission (RT)                                                                              | <b>17</b><br><b>?:00 PM</b> -Closed Session<br><b>7:00 PM</b> -City Council | <b>18</b><br><b>6:00 PM</b> -Energy and<br>Environmental Sustainability<br>Commission (EC)                                                                                                        | <b>19</b><br><b>10:00 AM</b> -Santa Clara VTA<br>CMPP Committee (CM)                                                                                                                                                             | <b>20</b>                                                                                                                                            | <b>21</b> |
| <b>22</b> | <b>23</b>                                                                                                                                                        | <b>24</b><br><b>1:30 PM</b> -Senior Advisory<br>Commission (AP)             | <b>25</b><br><b>5:30 PM</b> -Cities Assoc. of SCC -<br>Recycling and Waste Reduction<br>Commission (AP)<br><b>7:00 PM</b> -Planning Commission                                                    | <b>26</b>                                                                                                                                                                                                                        | <b>27</b><br><b>4:00 PM</b> -City/School<br>Collaborative Subcom (MUSD<br>hosting) (RT/CM)                                                           | <b>28</b> |
| <b>29</b> | <b>30</b>                                                                                                                                                        | <b>31</b>                                                                   |                                                                                                                                                                                                   |                                                                                                                                                                                                                                  |                                                                                                                                                      |           |

*\*Finance Subcommittee will meet only as needed*



## MILPITAS CITY COUNCIL MEETING MINUTES

### **SPECIAL MEETING OF THE MILPITAS CITY COUNCIL**

MONDAY, JUNE 14, 2021

MILPITAS, CA

6:00 PM

The City Council of the City of Milpitas convened on the special meeting day of June 14, 2021, via teleconference/zoom webinar.

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

Mayor Tran called the virtual Special 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

#### **PLEDGE OF ALLEGIANCE**

Mayor Tran led the pledge of allegiance.

#### **PUBLIC FORUM**

Those interested are invited to address the City Council on the agenda item listed below only, by using the “raise hand” in the zoom webinar online (see instructions on page 1). Speakers may state their name and city of residence for the record, and limit spoken remarks to three minutes, or less, at the discretion of the Mayor.

There were no speakers during the Public Forum.

#### **ANNOUNCEMENTS**

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 subsequent agenda for City Council discussion.

There were no announcements.

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

City Attorney de los Angeles stated that he would not be asking the reportable campaign contributions question since there were no contracts or development project applications on the agenda. He asked the Mayor and City Councilmembers if they had any financial or personal conflicts of interest related to the item on the agenda. By roll call, no conflicts of interest were reported.

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

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

## **APPROVAL OF AGENDA**

Mayor Tran approved the June 14, 2021, Special Meeting agenda.

## **AGENDA ITEMS**

1. **Conduct Sixth Study Session on the Milpitas Metro Specific Plan focusing on Real Estate Economics and the Reciprocal Relationship between Development and Public Infrastructure. (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)**

Planning Director Thomas introduced the item and consultants Jane Lin from Urban Field Studio, Teifion Rice-Evans from Economic and Planning Systems, and Christina Paul from M-Group. Consultant Jane Lin gave an overview of the presentation and consultant Teifion Rice-Evans gave a presentation on the real estate economics overview and policy levers and tolls for the metro plan.

Council discussed the Economic Guiding Principles, provided additional comments on items to consider, and shared a general agreement with the principles presented.

Economic Development Director Andrade gave a presentation on the Innovation District and consultants Teifion Rice-Evans and Christina Paul gave a presentation on employment lands prospects and impacts.

Council discussed the key plan implementations and provided feedback.

Planning Director Thomas gave a presentation on infrastructure financing and projects and consultants Jane Lin and Christina Paul spoke about the next steps and drafting the plan.

The following spoke during public comment:

1. Inderjit Mundra

No motion was made for this item.

## **ADJOURNMENT**

Mayor Tran adjourned the meeting at 8:41 PM.





## MILPITAS CITY COUNCIL MEETING MINUTES

### **REGULAR MEETING OF THE MILPITAS CITY COUNCIL**

TUESDAY, JUNE 15, 2021

MILPITAS, CA

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

The City Council of the City of Milpitas convened on the regularly scheduled day of June 15, 2021, via teleconference/zoom webinar.

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

Mayor Tran called the virtual 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: Mayor Rich Tran

Employee: City Attorney

City Council reconvened to the public portion of the meeting at 7:00 PM.

#### **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

Mayor Tran stated that there was nothing to report.

#### **PLEDGE OF ALLEGIANCE**

Mayor Tran led all in the Pledge of Allegiance.

#### **INVOCATION**

Mayor Tran gave the invocation.

#### **PRESENTATIONS**

Mayor Tran proclaimed June 19, 2021 as Juneteenth and proclaimed the month of July as Parks and Recreation month.

#### **PUBLIC FORUM**



## **CONSENT CALENDAR**

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

Mayor Tran moved items 29, 31, and 32 to the Consent Calendar.

Councilmember Chua commented on item C16 thanking staff and requesting that the data for May, June, and July is on the August meeting with a full report to look at the pilot project which will expire the last week of June.

The following items were added to the Consent Calendar:

1. Agenda Item No. 29: **Receive a presentation on a Return to the Workplace Plan for the City of Milpitas**
2. Agenda Item No. 31: **Receive and Direct Staff on List of Agenda Items Requested by City Councilmembers**
3. Agenda Item No. 32: **Receive Preview List of Anticipated Items for the Next Regular City Council Meeting**

Motion: to approve the modified Consent Calendar, including Items No. C1 – C21; and Agenda Items No. 29, 31, and 32.

Motion/Second: Mayor Tran / Councilmember Dominguez

Motion carried by a vote of:

AYES: 5  
NOES: 0

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

Received City Council Calendars of Meetings for June and July 2021.

- C2. Approve City Council meeting minutes of the June 1, 2021, Regular City Council Meeting and June 8, 2021, Special City Council Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**

Approved meeting minutes of the June 1, 2021, Regular City Council Meeting and June 8, 2021, Special City Council Meeting.

- C3. Waive the Second Reading and Adopt Ordinance No. 227.8 Amending Chapter 215 (Regulation of Smoking in Certain Places), Title V (Public Health, Safety and Welfare), of the Milpitas Municipal Code Relating to Prohibiting Smoking in Multi-Unit Housing and Certain Outdoor Areas (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)**

Waived the second reading and adopted **Ordinance No. 227.8** amending Chapter 215, Title V of the Milpitas Municipal Code relating to prohibiting smoking in multi-unit housing and certain outdoor areas.

- C4. Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for 450 Montague Residential Project located at 450 Montague Expressway and 620 E. Capitol Avenue, Tract 10324 by Lennar Homes of**

**California and LMC Milpitas Holdings I, LLC, and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Adopted **Resolution No. 9078** granting acceptance of public improvements for the 450 Montague Residential Project located at 450 Montague Expressway and 620 E. Capitol Avenue, Tract 10324, Public Improvement Plan 2-1202; approving a reduction in the faithful performance bonds to \$109,785 and \$115,255, respectively, which shall be subject and in effect for the duration of a one-year warranty period; and granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action, provided all required warranty work is completed to the satisfaction of the City Engineer.

- C5. Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for the Metro Subdivision Located at 1425 South Milpitas Boulevard, Tract 10349 by Pulte Home Corporation, and Granting Authorization to the City Engineer to Release the Performance Bond After the One-year Warranty Period (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Adopted **Resolution No. 9079** granting acceptance of public improvements for the Metro Subdivision located at 1425 South Milpitas Boulevard, Tract 10349 by Pulte Home Corporation, Public Improvement Plan 2-1183 and 2-1164; approving a reduction in the faithful performance bond to \$79,250, which shall be subject and in effect for the duration of a one-year warranty period; and granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

- C6. Adopt a Resolution Authorizing the Continued Participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Adopted **Resolution No. 9080** authorizing the continued participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority; and authorizing the City Manager, or designee, to execute any documents necessary to continue participation in the Santa Clara County Abandoned Vehicle Abatement Service Authority program.

- C7. Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for the South Main Senior Lifestyles Project located at 80 Cedar Way by Milpitas Phase I, LP and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Adopted **Resolution No. 9081** granting acceptance of public improvements for the South Main Senior Lifestyles Project located at 80 Cedar Way, Public Improvement Plan 2-1236; approving a reduction in the faithful performance bonds to \$157,500 and \$116,800, respectively, which shall be subject and in effect for the duration of a one-year warranty period; and granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

- C8. Adopt a Resolution Approving Site Development Permit Amendment No. SA21-0001 to Amend Site Development Permit No. SD17-0006 to Reduce the Scope of a Previously Approved Project From a Two-Story, 4,831-Square-Foot Home to a One-Story, 3,000-square-Foot Home Located on a 1.6-acre site at 517 Vista Ridge Drive in the R-1-H Hillside Single-Family Residential Zoning District and Making Findings of Exemption under CEQA (Staff Contact: Ned Thomas, Planning Director, 408-586-3273 and Adrienne Smith, Associate Planner, 408-586-3287)**

Adopted **Resolution No. 9082** approving Site Development Permit Amendment No. SA21-0001 to reduce the scope of a previously approved project from a two-story, 4,831-square-foot home to a one-story, 3,000-square-foot home located on a 1.6-acre site at 517 Vista Ridge Drive in the R-1-H Hillside Single-family Residential Zoning District and making findings of exemption under the California Environmental Quality Act (CEQA).

- C9. Approve and Authorize the City Manager to Execute a General Services Agreement with Hanford Applied Restoration & Conservation for Wrigley, Ford, and Wrigley-Ford Creek Maintenance for a total Amount Not-to-Exceed \$128,430.00. (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Approved and authorized the City Manager to execute a General Services Agreement with Hanford Applied Restoration & Conservation for Wrigley, Ford, and Wrigley-Ford Creek Maintenance for a total amount not-to-exceed \$128,430.00.

- C10. Approve Change Order No. 3 in the Amount of \$93,826 for the Contract with Redwood Construction and Equipment, Inc. for the Citywide Parks and Playgrounds Rehabilitation Project, Increasing the Total Project Not-to-Exceed Amount from \$1,989,005 to \$2,082,831 and approve an appropriation in amount of \$253,497 from General Government CIP Fund to CP 3424. (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Approved Change Order No. 3 in the amount of \$93,826 for the contract with Redwood Construction and Equipment, Inc. for the Citywide Parks and Playgrounds Rehabilitation Project, increasing the total project not-to-exceed amount from \$1,989,005 to \$2,082,831; and (2) approve an appropriation in amount of \$253,497 from the General Government CIP Fund to CP 3424.

- C11. Approve and Authorize the City Manager to Execute an Agreement with Mark 43 for a Law Enforcement Records Management System (RMS) for a Six Year Software License Agreement for the Not-To-Exceed Amount of \$1,049,956 (Staff Contacts: Steven Fox, Police Captain, 408-586-2525)**

Approved and authorized the City Manager to execute an agreement with Mark 43 for a law enforcement Records Management System (RMS) for a six-year Software License Agreement for the not-to-exceed amount of \$1,049,956 subject to annual appropriations.

- C12. Approve Accounts Receivable Write-offs for the Fiscal Year Ending June 30, 2021 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Approved the Accounts Receivable write-offs for the Fiscal Year ending June 30, 2021.

- C13. Adopt a Resolution Declaring Certain City-Owned Land "Exempt Surplus Land" Under the Surplus Land Act (Government Code Section 54220 et seq.) and Approving and Authorizing, Pursuant to CEQA Findings, the City Manager to Execute the Right-of-Way Agreement with the Santa Clara Valley Water District for the Purchase of Easements and City Owned Land for Lower Penitencia Creek Flood Protection Improvements (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Adopted **Resolution No. 9083** declaring certain city-owned land "Exempt Surplus Land" under the Surplus Land Act (Government Code Section 54220 et seq.) and approving and authorizing, pursuant to CEQA findings, the City Manager to execute the Right-of-Way Agreement with the Santa Clara Valley Water District for the purchase of easements and city-owned land for Lower Penitencia Creek Flood Protection Improvements.

- C14. Approve and Authorize the City Manager to Execute the Construction Contract with McGuire and Hester to Provide Construction of the Main Lift Station Emissions Control Facility for the Not-To-Exceed the Amount of \$1,293,500. (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Awarded NIB No. 2511 to McGuire and Hester; approved and authorized the City Manager to execute the construction contract with McGuire and Hester to provide construction of the Main Lift Station Emissions Control Facility for the not-two exceed amount of \$1,293,500; and authorized the City Manager to execute one or more change orders related to the project to increase the maximum compensation by an aggregate amount not to exceed \$200,000.

- C15. Approve Amendment to Bateman Community Living, LLC Contract FY2020-21 for Senior Nutrition Services (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3226)**

Approved an amendment to Bateman Community Living, LLC contract FY2020-2021 to increase the contract amount by \$70,000 to \$146,500 to cover the cost of additional Senior Nutrition meals during the pandemic.

- C16. Receive Monthly Report for Unhoused Services (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Received the April 2021 report for unhoused services.

- C17. Approve Amendment to Measure F Oversight Committee Bylaws to Adjust Regular Quarterly Meeting Dates (Staff Contact: Lauren Lai, Lauren Lai, Finance Director, 408-586-3111)**

Approved an amendment to Measure F Oversight Committee Bylaws to adjust regular quarterly meeting dates.

- C18. Approve and Authorize the City Manager to Enter into a Side Letter to Amend the Memorandum of Understanding between the City and LIUNA/UPEC Local 792, representing the Milpitas Employees Association (MEA) Unit amending the Vacation Cash Out MOU provisions (Jeannine Seher, Director of Human Resources, 408-586-3086)**

Approved and authorized the City Manager to Enter into a Side Letter to amend the Memorandum of Understanding between the City and LIUNA/UPEC Local 792, representing the Milpitas Employees Association (MEA) Unit amending the Vacation Cash Out MOU provisions.

- C19. Accept Commissioner Resignation (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**

Accepted the resignation of Commissioner Gil Roy Galindez Casanova III from Community Advisory Commission; and confirmed the noticing of the unscheduled vacancy.

- C20. Establish a Project titled “COVID-19 Safe Facility Improvements” and Approve a Budget Amendment in the Amount of \$375,000 to Fund the Project with American Rescue Plan Act Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Established a Project titled “COVID-19 Safe Facility Improvements” and approved a budget amendment in the amount of \$375,000 to fund the project with American Rescue Plan Act Funds.

- C21. Approve Delegation of Authority to the City Manager or Designee to Approve and Execute Project Related Documents and Urgent Administrative Items During the City Council Summer**

**Recess, from the last City Council meeting held in June through August 5, 2021 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)**

Approved the delegation of authority to the City Manager, or his designee, to approve and execute project related documents, including contract documents, and urgent administrative items during the City Council summer recess from the last City Council meeting held in June through August 5, 2021.

## **PUBLIC HEARINGS**

**22. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 98-1(Sinclair Horizon) for the Fiscal Year 2020-21 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Engineering Director/City Engineer Erickson presented the staff report.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor

Mayor Tran closed the public hearing.

Motion: to adopt **Resolution No. 9084** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 98-1 for the Fiscal Year 2020-21.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of:

AYES: 5  
NOES: 0

**23. Conduct a Public Hearing and Adopt a Resolution Confirming the Assessment and Ordering the Levy for the Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch for the Fiscal Year 2021-22 (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Engineering Director/City Engineer Erickson presented the staff report.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor

Mayor Tran closed the public hearing.

Motion: to adopt **Resolution No. 9085** confirming the assessment and ordering the levy for Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch for the Fiscal Year 2021-22.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5  
NOES: 0

**24. Conduct a Public Hearing to Approve an Amendment to the FY19-20 Annual Action Plan, Approve the Funding Allocations for FY21-22 Community Development Block Grant (CDBG), Adopt the Annual Action Plan for the Corresponding Year, and Consider an Amendment to the Citizen Participation Plan (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Building Safety and Housing Director Goei introduced the item. Housing Authority Administrator Musallam presented the staff report.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Alain Purell
3. Teresa Johnson
4. Gloria Baxter
5. Georgia Bacil
6. Sheri Burns
7. Beth Williams
8. Ann Marquart
9. Kishan
10. Michelle Leporini
11. Kavita Sreedhar
12. Liza Navarro
13. Linda Phillips
14. Jason McMonagle
15. Marina Sanchez

Mayor Tran closed the public hearing.

Vice Mayor Montano asked clarifying questions.

Motion: to approve the amendment to the FY19-20 Annual Action Plan; adopt the FY21-22 Annual Action Plan with recommended allocation amounts; authorize the City Manager, or designee, to make any necessary changes to the approved FY21-22 Annual Action Plan as needed to comply with CDBG submission guidelines; authorize the City Manager, or designee, to execute CDBG agreements with the approved subrecipients, and amend the CDBG agreements as needed to comply with CDBG guidelines; approve an amendment to the Citizen Participation Plan; and authorize the City Manager, or designee, to make any necessary changes to the Citizen Participation Plan as needed to comply with CDBG submission guidelines.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5  
NOES: 0

**25. Conduct a Public Hearing and Adopt a Resolution Adopting the 2020 Urban Water Management Plan and Authorize the Mayor to Sign Letters on Behalf of the City Council Regarding Water Supply Matters (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Public Works Director Ndah introduced the item. Consultants Michelle Maddaus from Maddaus Water Management, and Nicole Sandkulla, CEO of Bay Area Water Supply and Conservation Agency (BAWSCA), gave a detailed presentation on the Urban Water Management Plan.



Motion: to adopted **Resolution No. 9086** adopting the 2020 Urban Water Management Plan; and authorized the Mayor to sign letters on behalf of the City Council regarding water supply matters affecting the City of Milpitas.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor

Mayor Tran closed the public hearing.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5

NOES: 0

**26. Conduct a Public Hearing and Adopt a Resolution Adopting the Water Shortage Contingency Plan (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Public Works Director Ndah introduced the item. Consultant Michelle Maddaus from Maddaus Water Management and Harris Siddiqui, Principal Engineer, gave a detailed presentation on the Water Shortage Contingency Plan.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor

Mayor Tran closed the public hearing.

Councilmember Chua requested the City increase the rebate program to be able to match the two dollars Valley Water will be increasing their rebate. She spoke about Valley Water's "Lawn Buster" program and requested the City look into expanding the program to more residents based on income. She would like this to be brought back for discussion at a future meeting as soon as possible and as appropriate.

Motion: to adopt **Resolution No. 9087** adopting the Water Shortage Contingency Plan.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5

NOES: 0

**27. Conduct a Public Hearing, Adopt Resolution A, Conduct a Special Election for Community Facilities District No. 2008-1 – Annexation 21, and Adopt Resolution B. (Staff Contact: Steve Erickson, Engineering Director/City Engineer, 408-586-3301)**

Engineering Director/City Engineer Erickson presented the staff report.

Mayor Tran opened the public hearing.

The following spoke during Public Comment:

1. Voltaire Montemayor

Mayor Tran closed the public hearing and asked the City Clerk to provide the protest count of registered voters and landowners within CFD No. 2008-1 or proposed annexation territory.

City Clerk Wood stated that no protests were received.

Motion: to adopt **Resolution No. 9088** of the City Council of the City of Milpitas acting as the legislative body of the Community Facilities District No. 2008-1 (Public Services), making certain determinations and authorizing submittal of the levy of special taxes to the qualified electors of a certain territory proposed to be annexed to Community Facilities District No. 2008-1 (Public Services).

Motion/Second: Mayor Tran / Vice Mayor Montano

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

Mayor Tran stated that this is the time for the City Clerk to canvass the ballots and to report the results of the election to the City Council.

City Clerk Wood stated that one ballot was received and opened the sealed ballot. She stated at there was one vote in favor of the proposition and it has been approved.

Motion: to adopt **Resolution No. 9089** of the City Council of the City of Milpitas acting in its capacity as the legislative body of the Community Facilities District No. 2008-1 (Public Services), declaring the results of a Special Election in that territory designated as the Community Facilities District No. 2008-1 (Public Services), Annexation No. 21 and adding such territory to such Community Facilities District.

Motion/Second: Mayor Tran / Councilmember Phan

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

## **COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE**

### **28. Receive a Presentation on the Draft Parks and Recreation Master Plan and Provide Direction to Staff (Staff Contacts: Steve Erickson, Engineering Director/City Engineer, 408-586-3301; and Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Engineering Director/City Engineer Erickson and Architect Linda Gates from Gates and Associates gave a detailed presentation on the draft Parks and Recreation Master Plan.

The following spoke during Public Comment:

1. Voltaire Montemayor

Councilmember Chua spoke about the 13 unfunded parks and requested a matrix for them when this item comes back. She would like to know how long they have been on the unfunded list and why.

Councilmember Phan requested that the City look into the America Rescue Plan Act (ARPA) as a source of funding.

Councilmember Dominguez requested the date of the last time that something was placed into the parks and also supported using some of the ARPA funding to support some of the parks. She also would like to include agriculture through either a community garden or an opportunity to revitalize a park. She commented on sustainable landscaping helping the environment and would like to included that in the park plans.

No motion was made for this item.

## **LEADERSHIP AND SUPPORT SERVICES**

**29. Receive a presentation on a Return to the Workplace Plan for the City of Milpitas (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)**

Receive a presentation on a Return to the Workplace Plan for the City of Milpitas.

This item was moved onto the Consent Calendar and approved as follows:

Motion/Second: Mayor Tran / Councilmember Chua

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

## **REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies**

**30. Recommendations from Mayor Tran for Appointments for City Commissions (Contact: Mayor Tran, 408- 586-3029)**

This item was postponed to the June 21 Special Meeting during the approval of the agenda and approved as follows:

Motion/Second: Mayor Tran / Councilmember Chua

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

**31. Receive and Direct Staff on the List of Agenda Items Requested by City Councilmembers (Contact: Mayor and City Councilmembers, 408-586-3000)**

Reviewed the list of items that have been requested by City Councilmembers at a Council meeting, or through the City Manager.

This item was moved onto the Consent Calendar and approved as follows:

Motion/Second: Mayor Tran / Councilmember Chua

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

## **NEXT AGENDA PREVIEW**

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

Received a list of anticipated agenda items for the June 15, 2021, Regular City Council meeting.

This item was moved onto the Consent Calendar and approved as follows:

Motion/Second: Mayor Tran / Councilmember

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

## **ADJOURNMENT**

Mayor Tran adjourned the meeting at 10:48 PM.



Councilmember Chua announced that on Saturday the City is having a “Dumpster Day” and Park Cleanup. She also announced that on June 16 at the Energy and Environmental Sustainability Commission meeting, staff shared an update to the street sweeping pilot program. She shared a video that she prepared highlighting the program.

Vice Mayor Montano thanked Councilmember Chua for the video and commented on her participation in the “Dumpster Day” cleanup.

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

1. Appointed Robin Hays to serve as a Commissioner with a term to expire in October 2023.
2. Appointed Giuliana Brahimi to serve as a Commissioner with a term to expire in October 2021.

#### Community Advisory Commission

1. Appointed Jinky Peralta to serve as a Commissioner with a term to expire in January 2022.
2. Appointed Monica Rodriguez to serve as Alternate No. 1 with a term to expire in January 2024.

#### Economic Development and Trade Commission

1. Appointed Marshall Jones to serve as the hospitality representative Commissioner with a term to expire in April 2024.

#### Energy and Environmental Sustainability Commission

1. Appointed Jeffrey Hogg to serve as Alternate No. 1 with a term to expire in October 2022.

#### Library and Education Advisory Commission

1. Reappointed Yu-Lan Chou to serve as a Commissioner with a term to expire in June 2024.
2. Reappointed Ha Phan to serve as a Commissioner with a term to expire in June 2024.
3. Reappointed Therese Hoang to serve as a Commissioner with a term to expire in June 2024.
4. Reappointed Elpidio Estioko to serve as a Commissioner with a term to expire in June 2024.
5. Reappointed Rekha Pardeshi to serve as Alternate No. 2 for a term to expire in June 2024.

#### Parks, Recreation, and Cultural Resources Commission

1. Reappointed Ricky Davis to serve as a Commissioner with a term to expire in June 2024.

#### Public Safety and Emergency Preparedness Commission

1. Reappointed Evan Gan to serve as a Commissioner with a term to expire in June 2024.
2. Reappointed Paul Ellis to serve as a Commissioner with a term to expire in June 2024.
3. Moved Joe Nichols from Alternate No. 1 to serve as a Commissioner with a term to expire in June 2023.
4. Appointed Michael Berryhill to serve as Alternate No. 1 with a term to expire in June 2022.
5. Appointed Andrew Luu to serve as Alternate No. 2 with a term to expire in June 2023.

#### Science, Technology, and Innovation Commission

1. Reappointed Nasir Lalani to serve as a Commissioner with a term to expire in January 2024.
2. Moved Kevin Le from Alternate No. 2 to serve as a Commissioner with a term to expire in January 2022.
3. Appointed Jason Wong to serve as a Commissioner with a term to expire in January 2022.
4. Appointed Abhijit Pandey to serve as Alternate No. 1 with a term to expire in January 2024.

#### Veterans Commission

1. Appointed Dr. Puneet Sandhu to serve as Alternate No. 1 with a term to expire in February 2022.

#### Youth Advisory Commission

1. Moved Rachel Plummer from Alternate No. 2 to serve as a Commissioner with a term to expire in September 2022.

- C2. Approve and Authorize the City Manager to Execute the Master Joint Use Agreement for Open Space with the Milpitas Unified School District (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)**

Approved and authorized the City Manager to execute the Master Open Space Joint Use Agreement with the Milpitas Unified School District.

**C3. Adopt a Resolution to Confirm the Order of the Director of Emergency Services to Rescind the Order Imposing Regulations to Protect Essential Workers and Consumers Through the Use of Face Coverings (Staff Contact: Christopher J. Diaz, City Attorney, 408-586-3040)**

Adopted **Resolution No. 9090** to confirm the order of the Director of Emergency Services to rescind the order imposing regulations to protect essential workers and consumers through the use of face coverings.

**LEADERSHIP AND SUPPORT SERVICES**

**4. Adopt the Proposed ARPA Investment Framework and Provide Input and Direction to Staff on the Preliminary ARPA Investment Plan (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)**

Assistant City Manager Kantak, Deputy City Manager Rossman, and Finance Director Lai presented a detailed staff report.

The following spoke during Public Comment:

1. Warren Wettenstein
2. Lesley Makishima
3. Inderjit Mundra
4. Darrell March
5. Sanjiv Gupta

Council asked clarifying questions and provided feedback on various program funding.

Councilmember Chua requested a presentation on the Fire Vehicle Replacement Plan.

Assistant City Manager Kantak summarized Council's direction on the proposed ARPA Investment Plan funding as follows:

1. Increase Main Street Revitalization funding by \$100,000 for a new total of \$500,000
2. Increase Milpitas Chamber of Commerce funding \$100,000 for a new total of \$200,000
3. Leave the Community Events funding at \$200,000, as proposed
4. Increase Small Business Assistance by \$300,000 for a new total amount of 1.5 million
5. Increase Hotel Business Assistance by \$100,000 for a new total amount of \$200,000
6. Increase Workforce Development by \$30,000 for a new total amount of \$300,000
7. Increase Low- and Moderate-Income Financial Assistance by \$100,000 for a new total amount of \$400,000 and include childcare as an eligible area for assistance
8. Add \$100,000 for a Financial Management Systems Analysis
9. Reduce Community Services/Curb-side pickup pilot program \$15,000 for a new total amount of \$85,000
10. Reduce the Human Resources Information System (HRIS) by \$900,000 for a new total amount of \$1.1 million
11. Reduce Technology Improvements by \$400,000 for a new total amount of \$400,000

Finance Director Lai confirmed that with the previously mentioned adjustments there is a funding reduction of \$485,000, which will be added to the \$1 million that has not yet been allocated.

Motion: to adopt the American Rescue Plan Act (ARPA) Investment Framework including Fiscal Guidelines and Investment Areas.



Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5

NOES: 0

City Attorney Diaz stated that Council will be adjourning into the closed session and not adjourning the meeting completely. Council will be discussing closed session items A and B on the agenda.

### **ADJOURN TO CLOSED SESSION**

a. **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency designated representative: Jeannine Seher, Human Resources Director

Bargaining Unit: MEA

b. **PUBLIC EMPLOYMENT**

Pursuant to Government Code Section 54957

Title: City Attorney

City Council reconvened to the public portion of the meeting at 8:13 PM.

### **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.

Mayor Tran announce that for closed session item B, the City Council had voted to pursue a full-time/in-house City Attorney's office structure.

Motion: to pursue a full-time/in house City Attorney's office.

Motion carried by a vote of: AYES: 3 (Tran, Montano, Chua)

NOES: 2 (Phan, Dominguez)

### **ADJOURNMENT**

Mayor Tran adjourned the meeting at 8:15 PM.

*Draft meeting minutes submitted by City Clerk, Wendy Wood*



## MILPITAS CITY COUNCIL MEETING MINUTES

### **SPECIAL MEETING OF THE MILPITAS CITY COUNCIL**

TUESDAY, JUNE 22, 2021

MILPITAS, CA

The City Council of the City of Milpitas convened on the special meeting day of June 22, 2021, via teleconference/zoom webinar.

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

Mayor Tran called the virtual Special City Council meeting to order at 10:05 AM. Roll Call was taken by City Clerk Wood.

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

ABSENT: None

Mayor Tran led the Pledge of Allegiance.

#### **PUBLIC COMMENT**

There was no public comment.

#### **ADJOURN TO CLOSED SESSION**

##### **1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to California Government Code Section 54957

Position: City Manager

The City Council met in closed session to discuss agenda Item 1 and reconvened to the public portion of the meeting at 11:40 AM. Vice Mayor Montano was absent from public portion of the meeting when the City Council reconvened.

#### **CLOSED SESSION ANNOUNCEMENT**

Mayor Tran reported that the City Council voted to extend the City Manager contract for an additional one year. The vote was 4-0-1 Councilmember Chua abstained.

Staff will prepare an amendment to the City Manager's contract to extend it for an additional one year and bring it back for approval and a regular City Council meeting.

#### **ADJOURNMENT**

Mayor Tran adjourned the meeting at 11:41 AM.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                   |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt a Resolution Granting Acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008</b> |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                          |
| <b>Staff Contact:</b>  | Steve Erickson, Engineering Director/City Engineer, 408-586-3301                                                                  |
| <b>Recommendation:</b> | <b>Adopt a resolution granting acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008</b> |

### **Background:**

The adopted City of Milpitas Transit Area Specific Plan (TASP) identified a pedestrian bridge overcrossing spanning Montague Expressway at Piper Drive to provide convenient and safe pedestrian access to the Milpitas Transit Center. City Project No. 2008 funded the design and construction of the bridge overcrossing ("Project") with funding through various grants and TASP developer funding. Upon completion of construction of the Project, the bridge overcrossing will be owned and maintained by the City of Milpitas.

On September 10, 2010, the City and the Santa Clara Valley Transportation Authority ("VTA") entered into a Master Agreement for construction of the Silicon Valley Rapid Transit Program. This Master Agreement was subsequently amended on May 1, 2019, to include the Project and for VTA to administer the Project including the design and construction phases. VTA awarded the construction contract for the Project to DMZ Builders in June, 2019.

### **Analysis:**

The Project has now been successfully completed, and VTA anticipates opening the pedestrian bridge overcrossing to the public in August 2021. The Project is ready for acceptance. Staff recommends the City Council adopt a Resolution (**Attachment 1**) granting acceptance of the Project.

### **Policy Alternatives:**

Alternative 1: Do not adopt Resolution and deny Project acceptance and not begin the one-year warranty.

Pros: None.

Cons: A denial would result in the City being unable to accept and maintain the completed bridge improvements in accordance with the Master Agreement between the City and VTA.

Reason not Recommended: The VTA has completed the Project in accordance with the Master Agreement between the two agencies, and it is recommended the City fulfill its obligation to accept the completed improvements.

### **Fiscal Impact:**

None. The Project has been completed within the approved budget and schedule. Adequate funding remains in the Project budget to complete close-out activities.

### **Recommendation:**

Adopt a resolution granting acceptance of the Montague Expressway Pedestrian Overcrossing at Piper Drive, Project No. 2008.

**Attachment:**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS GRANTING  
ACCEPTANCE OF THE MONTAGUE EXPRESSWAY PEDESTRIAN BRIDGE  
OVERCROSSING AT PIPER DRIVE, PROJECT NO. 2008**

**WHEREAS**, the City of Milpitas has heretofore entered into an agreement with Santa Clara Valley Transportation Authority for construction of the Montague Expressway Pedestrian Bridge Overcrossing Project at Piper Drive, Project No. 2008 ("Project"), and the Director of Engineering/City Engineer of the City of Milpitas has recommended acceptance of said Project as completed in accordance with the plans, specifications and approved change orders, correction lists, and in accordance with the final inspection.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does hereby accept the Project as completed on this 5th day of August, 2021.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                            |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt a Resolution Granting Acceptance of the Enhanced Crosswalk Striping &amp; Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458, and Authorizing the City Engineer to File a Notice of Completion and Issue a Notice of Final Acceptance After the One-Year Warranty</b>              |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                         |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                                                                                                   |
| <b>Staff Contact:</b>  | Steve Erickson, Engineering Director/City Engineer, 408-586-3301                                                                                                                                                                                                                                           |
| <b>Recommendation:</b> | <b>Adopt a resolution granting acceptance of the Enhanced Crosswalk Striping &amp; Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458, and authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty has elapsed.</b> |

### **Background:**

On October 6, 2020, the City Council awarded a construction contract to Bear Electrical Solutions, Inc., for the Enhanced Crosswalk Striping & Beacons and Radar Speed Feedback Signage project, Project Nos. 3454 and 3458 ("Project") in the amount of \$418,150.

Flashing warning beacons and/or radar speed feedback signage was installed at the following fourteen locations:

#### Rectangular Rapid Flashing Beacons (RRFB)

Arizona Ave near Rose Drive  
Dixon Road at Conway Street  
Fanyon Street near Kennedy Drive  
Kennedy Drive at Simas Drive  
N. Abbott Ave near Hall Memorial Park  
Roswell Drive at Ashland Drive  
Washington Drive at Escuela Parkway  
Yosemite Drive near Carnegie Drive

#### Radar Speed Feedback Signs (RSFS)

Dixon Road near Conway Street  
N. Abbott Ave near Hall Memorial Park  
S. Main Street near S. Abel Street  
Temple Drive near Wylie Drive  
Yosemite Drive near Merryhill School  
Washington Drive near Marshall Pomeroy School

### **Analysis:**

The Project has been successfully completed on-time and within budget. Staff recommends the City Council adopt a Resolution (**Attachment 1**) granting acceptance of the Project and authorize the City Engineer to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code. Staff also recommends the City Council authorize the City Engineer to issue a notice of final acceptance after the one-year warranty period without further City Council action, provided that all warranty work is completed to the satisfaction of the City Engineer.

### **Policy Alternatives:**

Alternative 1: Do not adopt the resolution and deny the Project acceptance and deny filling the Notice of Completion and not begin the one-year warranty.

Pros: None.

Cons: A denial would result in the City being unable to accept the completed improvements in accordance with the City's contract with the Contractor.

Reason not Recommended: The Contractor has completed the Project in accordance with the approved Contract Documents. A denial to accept the Project and file Notice of Completion would elongate the claim period for stop payment notice claims.

**Fiscal Impact:**

None. The Project has been completed within the approved budget and schedule. Adequate funding remains in the Project budget to complete close-out activities.

**California Environmental Quality Act:**

The Project is exempt under Section 15301 (Existing Facilities), Section 15302 (Replacement of Reconstruction), and 15303 (New Construction or Conversion of Small Structures) of the CEQA guidelines. A Notice of Exemption (NOE) was filed with the County of Santa Clara on November 3, 2020.

**Recommendation:**

Adopt a resolution granting acceptance of the Enhanced Crosswalk Striping & Beacon / Radar Speed Feedback Signage, Project Nos. 3454 and 3458, and authorizing the City Engineer to File a Notice of Completion and to issue a Notice of Final Acceptance after the one-year warranty period has elapsed.

**Attachments:**

1 - Resolution and Notice of Completion

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS GRANTING  
ACCEPTANCE OF ENHANCED CROSSWALK STRIPING AND BEACONS / RADAR SPEED  
FEEDBACK SIGNAGE, PROJECT NOS. 3454 AND 3458**

**WHEREAS**, the City of Milpitas has heretofore entered into a contract with Bear Electrical Solutions, Inc., for the Enhanced Crosswalk Striping & Beacons / Radar Speed Feedback Signage project, Project Nos. 3454 and 3458 (“Project”) in the amount of \$418,150, and the City Engineer of the City of Milpitas has recommended acceptance of said Project as completed in accordance with the plans, specifications and approved change orders and correction lists, and in accordance with the final inspection of said City Engineer.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does hereby accept the Project as completed on this 3rd day of August, 2021, and does hereby authorize and direct the City Engineer of the City of Milpitas to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code of the State of California, and does hereby authorize and direct the City Engineer to file a Certificate of Completion in accordance with the provisions of Section 4005 of the Government Code of the State of California, if said work was by day’s labor or force account.
3. The City Council authorizes the City Engineer to issue the Notice of Final Acceptance after the one-year warranty period has elapsed without further City Council action, provided all required warranty repairs are completed to the satisfaction of the City Engineer; and nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the contractor or its surety, or sureties, by law or by the above-referenced improvement contract, save and except those obligations specifically mentioned herein.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



ATTEST:

---

Wendy Wood, City Clerk

APPROVED AS TO FORM:

---

Christopher J. Diaz, City Attorney

APPROVED:

---

Rich Tran, Mayor

Recording Requested by and  
When Recorded Mail to:

City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035  
Attention: City Clerk

Record without fee under  
Section 6103 - Government Code  
State of California

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CITY OF MILPITAS  
NOTICE OF COMPLETION  
(Civil Code Section 9204)

NOTICE IS HEREBY GIVEN:

1. On or about October 6, 2020 the City Council of the City of Milpitas, a municipal corporation of the State of California, whose address is City Hall, 455 East Calaveras Boulevard, Milpitas, California, 95035 (as owner) entered into a contract for work of: **Enhanced Crosswalk Striping & Beacons / Radar Speed Feedback Signage, Project Nos. 3454 and 3458.**
2. A description of the site of which the City is owner for said work of improvement is: **Various locations** in the City of Milpitas, Santa Clara County, California, more particularly described on the plans.
3. The name and address of the direct contractor is: **Bear Electrical Solutions, Inc., 1341 Archer Street, PO Box 924, Alviso, CA 95002.**
4. A general statement of the kind of work done or materials furnished to the City is as follows: **These improvements include installation of rectangular rapid flashing beacon (RRFB) systems and radar speed feedback signs (RSFS) on new and existing poles.**
5. Said work of improvement was accepted by the Milpitas City Council as complete on August 3, 2021.

\*\*\*\*\*

I, the undersigned, declare that I am the **City Engineer** of the City of Milpitas and am authorized to execute the foregoing Notice of Completion and this Verification thereof. I have read the foregoing Notice of Completion. I declare under penalty of perjury that the foregoing Notice of Completion is true and correct. Executed on August \_\_\_\_, 2021 at Milpitas, California.

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Steven P. Erickson, Director of  
Engineering/City Engineer, City of Milpitas

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NOTE: RECORD WITHIN 15 DAYS OF ACCEPTANCE WITH COUNTY RECORDER OF  
SANTA CLARA COUNTY



## CITY OF MILPITAS AGENDA REPORT (AR)

|                               |                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Adopt a Resolution Approving the Direct Purchase of Asphaltic Material and Authorizing City Staff to Negotiate and Execute Purchase Orders with Granite Construction Company and Reed &amp; Graham Inc., for a Combined Annual Not-To-Exceed Amount of \$80,000</b>                                                                                                                             |
| <b>Category:</b>              | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                                                                                                                 |
| <b>Meeting Date:</b>          | 8/5/2021                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Staff Contact:</b>         | Tony Ndah, Public Works Director, 408-586-2602, Chris Schroeder, Purchasing Agent, 408-586-3161                                                                                                                                                                                                                                                                                                    |
| <b><u>Recommendation:</u></b> | Adopt a resolution approving the direct purchase of asphaltic material from Granite Construction Company and Reed & Graham Inc., for a combined annual not to exceed amount of \$ 80,000.00 and authorize staff to negotiate and execute multi-year purchase orders of up to five years with the above mentioned firms with a quarterly price adjustment based on the Liquid Asphaltic Rack Price. |

### **Background:**

The Streets Division of the Public Works Department performs patch and repair of roads and related work sites throughout the City using asphaltic materials. Asphaltic materials are materials produced from a mixture of petroleum asphalt and mineral aggregate and used for the construction of roads, sidewalks and similar purposes. Due to the application requirements of asphaltic materials, they must be procured and applied while still in a hot, malleable state, thereby necessitating close proximity between supplier and application point. Therefore, suppliers must be within a reasonable distance from the City.

Section I-2-3.03(d) of the Milpitas Municipal Code authorizes the City to waive competitive procurement requirements when authorized by the City Council as being in the best interests of the City.

### **Analysis:**

Annual cost for the asphaltic material needed by City staff to perform these services is estimated to be approximately \$80,000. There are two asphaltic material suppliers within a reasonable distance from the Public Works Corp Yard, which would allow staff to readily purchase material for use on the City's paved surfaces. Granite Construction Company is located seven (7) miles from the Public Works yard and Reed and Graham Inc., is located thirteen (13) miles from the Public Works yard.

The City's Purchasing Agent conducted a comprehensive review of available asphalt suppliers in the area and solicited supply feasibility and pricing information and the Director of Public Works has also reviewed the available supplier lists and reviewed the technical requirements of the asphalt application equipment and tools available to City public works staff and concluded that competitive bidding of the asphalt supply contracts would not yield a different outcome leaving the City with the sole options of Granite Construction Company and Reed & Graham, Inc., as the sole suppliers.

A primary component of asphaltic materials is crude oil, a volatile commodity. Therefore, to ensure fair pricing for the City and vendors, the price for asphaltic materials will be adjusted quarterly based on the quarterly price adjustment on the Liquid Asphalt Rack Price.

Consistent with Section I-2-3.03(d) of the Milpitas Municipal Code, staff recommends that the City Council authorize the City to waive competitive procurement requirements in order to facilitate the timely procurement and application of asphaltic material for repair of City streets.

**Policy Alternatives:**

**Alternative 1:** Do not approve and authorize the direct purchase of asphaltic material from Granite Construction Company and Reed & Graham, Inc.

Pros: The City will solicit vendors through a competitive bid process.

Cons: Not approving the direct purchase will result in a delay in procuring asphaltic materials needed in order to protect the safety and well-being of the traveling public.

Reason not recommended: Only two suppliers of asphaltic materials, Granite Construction Company and Reed & Graham, Inc. exist within a reasonable distance of the City's Public Works Corp yard to serve as suppliers of the City's asphalt needs.

**Fiscal Impact:**

This project will be funded through Public Works Operating Budget (\$15K), and remainder will be funded out of CP 7137 and CP 6134. The balance for CP 7137, On-Call Water Maintenance & Repair Services, is \$215K as of July 22, 2021 and the funding sources are from the Water Capital Surcharge of \$347K and the Water Line Extension Fund of \$228K. The balance for CP 6134, On-Call Sewer Maintenance & Repair Services, is \$33K as of July 22, 2021 and the funding sources are from the Sewer Fund of \$74K and the Sewer Infrastructure Fund of \$24K.

**California Environmental Quality Act:**

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

**Recommendation:**

Adopt a resolution approving the direct purchase of asphaltic material from Granite Construction Company and Reed & Graham Inc., for a combined annual not to exceed amount of \$ 80,000.00 and authorize staff to negotiate and execute multi-year purchase orders of up to five years with the above mentioned firms with a quarterly price adjustment based on the Liquid Asphaltic Rack Price.

**Attachments:**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING DIRECT PURCHASE OF ASPHALTIC MATERIAL AND AUTHORIZING STAFF TO NEGOTIATE AND EXECUTE TWO FIXED PRICE, MULTI-YEAR HOT MIX ASPHALT MATERIAL PURCHASE AGREEMENTS NOT-TO-EXCEED A COMBINED ANNUAL TOTAL OF \$80,000**

**WHEREAS**, the Street Maintenance Section of the Milpitas Public Works Department must perform patch and repair work on City roads and related work sites on a regular basis through the application of hot mix asphalt; and

**WHEREAS**, such work must be done in a timely manner in order to protect the safety and well-being of the travelling public; and

**WHEREAS**, in the absence of asphalt hot boxes and other specialized equipment, asphalt must be procured and applied while still in a hot, malleable state, thereby necessitating close proximity between supplier and application point; and

**WHEREAS**, only two suppliers of asphaltic materials, Granite Construction Company and Reed & Graham, Inc., exist within a feasible delivery distance of the City's Public Works yard to serve as suppliers of City asphalt needs, with the second supplier, Reed and Graham, Inc., located at such a distance as to qualify only as an emergency or secondary supplier; and

**WHEREAS**, no other suppliers of asphaltic materials currently exist within sufficient proximity to City facilities and street sites as to even raise the possibility of addressing City needs; and

**WHEREAS**, Granite Construction Company and Reed & Graham, Inc., cannot singularly meet City needs for asphalt materials, therefore requiring the engagement of both entities as suppliers at any given time; and

**WHEREAS**, Section I-2-3.03(d) of the Milpitas Municipal Code authorizes the City to waive competitive procurement requirements when authorized by the City Council as being in the best interests of the City; and

**WHEREAS**, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only specified parties that can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

**WHEREAS**, the City Purchasing Agent conducted a comprehensive review of available asphalt suppliers in the area and solicited supply feasibility and pricing information; and

**WHEREAS**, the Director of Public Works has also reviewed the available supplier lists and reviewed the technical requirements of the asphalt application equipment and tools available to City public works staff and concluded that competitive bidding of the asphalt supply contracts would be pointless and would still leave the City with the sole options of Granite Construction Company and Reed & Graham, Inc., as the sole suppliers.

**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 direct purchase of asphaltic material from Granite Construction Company and Reed & Graham, Inc., is in the best interests of the City because they are the only two suppliers that are located within a feasible distance for the City to pick up the asphaltic material in a hot malleable state as-needed.

3. Putting the asphalt supply contracts out to formal bid would not produce any advantage to the public nor be in the best interests of the City given the only suppliers that can provide the asphaltic materials in the condition and distance from the City needed are Granite Construction Company and Reed & Graham, Inc.
4. City staff sought informal quotes from multiple suppliers, thereby securing market pricing information and sparking market competition to the extent possible. Thus, the authorization to execute contracts with the only available suppliers would not constitute any sign of favoritism, improvidence, extravagance, fraud or corruption.
5. The City Council hereby approves and staff is therefore authorized to negotiate and execute separate supply agreements with Granite Construction Company and Reed & Graham, Inc., each for an up to three-year fixed price format, with two one-year options to extend with a not-to-exceed combined annual amount of \$80,000. Unit price amounts in such contracts may be allowed to be subject to a quarterly price adjustment based on the Liquid Asphaltic Rack Price.
6. In the final year of such contracts, the Director of Public Works is directed to review and assess available asphaltic material suppliers and to report to the City Council whether market conditions have changed such that competitive procurement of these contracts is warranted at that point time in the future.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                   |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Adopt a Resolution Granting Acceptance of the Street Resurfacing 2020 Project, Project No. 4296, and Authorizing the City Engineer to file a Notice of Completion and Issue a Notice of Final Acceptance after the One-Year Warranty</b>       |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                                          |
| <b>Staff Contact:</b>  | Steve Erickson, Engineering Director/City Engineer, 408-586-3301                                                                                                                                                                                  |
| <b>Recommendation:</b> | Adopt a resolution granting acceptance of the Street Resurfacing 2020 Project, Project No. 4296, and authorizing the City Engineer to file a Notice of Completion and issue a Notice of Final Acceptance after the one-year warranty has elapsed. |

### **Background:**

On August 4, 2020, the City Council awarded a construction contract to DeSilva Gates Construction, Inc., for the Street Resurfacing 2020 Project, Project No. 4296 ("Project") in the amount of \$1,537,986.90. The Project provided for the construction of pavement repair and resurfacing, installation of ADA compliant curb ramps, sidewalk, curb, gutter, and driveway repairs, and reinstallation of pavement delineation. The following street segments were repaired as part of this Project:

- North Hillview Road from Jacklin Road to Berryessa Creek
- Dempsey Road from Yosemite Drive to Landess Avenue
- Sycamore Drive from Barber Lane to McCarthy Boulevard
- Cottonwood Drive from Barber Lane to McCarthy Boulevard
- Buckeye Drive from Sycamore Drive to Cottonwood Drive
- Entirety of Buckeye Court

### **Analysis:**

The Project has been successfully completed on-time and within budget. Staff recommends the City Council adopt a Resolution (**Attachment 1**) granting acceptance of the Project and authorize the City Engineer to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code. Staff also recommends the City Council authorize the City Engineer to issue a notice of final acceptance after the one-year warranty period without further City Council action, provided that all warranty work is completed to the satisfaction of the City Engineer.

### **Policy Alternatives:**

Alternative 1: Do not adopt the resolution and deny the Project acceptance and deny filling the Notice of Completion and not begin the one-year warranty.

Pros: None.

Cons: A denial would result in the City being unable to accept the completed improvements in accordance with the City's contract with the Contractor.

Reason not Recommended: The Contractor has completed the Project in accordance with the approved Contract Documents. A denial to accept the Project and file Notice of Completion would elongate the claim period for stop payment notice claims.

**Fiscal Impact:**

None. The Project has been completed within the approved budget and schedule. Adequate funding remains in the Project budget to complete close-out activities.

**California Environmental Quality Act:**

The Project is exempt under Section 15301 (Existing Facilities) of the CEQA guidelines.

**Recommendation:**

Adopt a resolution granting acceptance of Project No. 4296, Street Resurfacing 2020 Project, and authorize the City Engineer to file a Notice of Completion and to issue a Notice of Final Acceptance after the one-year warranty period has elapsed.

**Attachments:**

1. Resolution and Notice of Completion



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING  
ACCEPTANCE OF STREET RESURFACING 2020 PROJECT, PROJECT NO. 4296**

**WHEREAS**, the City of Milpitas has heretofore entered into a contract with DeSilva Gates Construction, Inc., for the Street Resurfacing 2020 Project, Project No. 4296 (“Project”) in the amount of \$1,537,986.90, and the City Engineer of the City of Milpitas has recommended acceptance of said Project as completed in accordance with plans, specifications and approved change orders and correction lists, and in accordance with the final inspection of said City Engineer.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas does hereby accept the Project as completed on this 5th day of August, 2021, and does hereby authorize and direct the City Engineer of the City of Milpitas to file a Notice of Completion in accordance with the provisions of Section 9204 of the Civil Code of the State of California, and does hereby authorize and direct the City Engineer to file a Certificate of Completion in accordance with the provisions of Section 4005 of the Government Code of the State of California, if said work was by day’s labor or force account.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021, 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

Recording Requested by and  
When Recorded Mail to:

City of Milpitas  
455 East Calaveras Boulevard  
Milpitas, CA 95035  
Attention: City Clerk

Record without fee under  
Section 6103 - Government Code  
State of California

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CITY OF MILPITAS

NOTICE OF COMPLETION  
(Civil Code Section 9204)

NOTICE IS HEREBY GIVEN:

1. On or about August 4, 2020, the City Council of the City of Milpitas, a municipal corporation of the State of California, whose address is City Hall, 455 East Calaveras Boulevard, Milpitas, California, 95035 (as owner) entered into a contract for work of: **Street Resurfacing 2020 Project, Project No. 4296.**
2. A description of the site of which the City is co-owner for said work of improvement is: North Hillview Road from Jacklin Road to Berryessa Creek, Dempsey Road from Yosemite Drive to Landess Avenue, Sycamore Drive from Barber Lane to McCarthy Boulevard, Cottonwood Drive from Barber Lane to McCarthy Boulevard, Buckeye Drive from Sycamore Drive to Cottonwood Drive, Entirety of Buckeye Court in the City of Milpitas, Santa Clara County, California, more particularly described on the plans.
3. The name and address of the direct contractor is: **DeSilva Gates Construction, Inc., 11555 Dublin Boulevard, Dublin CA 94568**
4. A general statement of the kind of work done or materials furnished to the City is as follows: construction of localized repair of asphalt concrete pavement, resurface asphalt concrete pavement, install ADA compliant curb ramps, repair damaged concrete sidewalk, driveways, or curb & gutter, reinstall pavement delineation, crosswalks, and signage.
5. Said work of improvement was accepted by the Milpitas City Council as complete on **August 3, 2021.**

\*\*\*\*\*

I, the undersigned, declare that I am the **City Engineer** of the City of Milpitas and am authorized to execute the foregoing Notice of Completion and this Verification thereof. I have read the foregoing Notice of Completion. I declare under penalty of perjury that the foregoing Notice of Completion is true and correct. Executed on \_\_\_\_\_, 2021 at Milpitas, California.

---

Steven P. Erickson, Engineering  
Director/City Engineer, City of Milpitas

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NOTE: RECORD WITHIN 15 DAYS OF ACCEPTANCE WITH COUNTY RECORDER OF SANTA CLARA COUNTY



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                   |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for Landscaping Services at Various City Facilities for the Not-to-Exceed Amount \$581,300.00 for a Five-Year Period Subject to the Annual Appropriation of Funds.</b> |
| <b>Category:</b>       | Consent Calendar-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                |
| <b>Meeting Date:</b>   | <a href="#">8/5/2021</a>                                                                                                                                                                                                                                                                          |
| <b>Staff Contact:</b>  | <b>Tony Ndah, Public Works Director, 408-586-2602 and Chris Schroeder, Purchasing Agent, 408-586-3161</b>                                                                                                                                                                                         |
| <b>Recommendation:</b> | Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of \$581,300.00 over a five-year period, subject to the annual appropriation of funds.   |

### **Background:**

On September 30, 2016, the City entered into a five-year contract with Mike Davis Landscape Services, to provide landscape maintenance services at eleven (11) City facilities. The contract is set to expire on September 30, 2021. As such, Public Works staff coordinated with Purchasing to issue a Request for Proposals in order to provide continued landscape maintenance services at City facilities.

The proposed agreement would be for a five (5) year period, fixed-price contract for annual landscaping services based on satisfactory performance.

### **Analysis:**

On April 16, 2021 the Purchasing Unit released a Request for Proposals (RFP No. 2522) for Landscaping Services at Various City Facilities. The RFP was publicly noticed in accordance with the City's Municipal code, advertised on the City's website, email notifications were sent to companies registered with the City via ProcureNow.com, the City's eProcurement system. Upon release, 398 firms received the solicitation notification and 14 firms downloaded the RFP documents. The Purchasing Unit received three (3) proposals by the 2:00 p.m. PDT May 20, 2021 deadline in response to the RFP. The proposals were reviewed for compliance to the specification of the RFP and all were accepted. The three proposals were received from the following contractors:

1. BrightView Landscape Services
2. Mike Davis Landscape Services
3. New Image Landscape Company

The proposals were evaluated by a review panel based on the following criteria:

- Cover letter outlining the contractor's firm and experience
- Company Profile
- Execution plan for the scope of work
- Personnel assigned to provide the services
- References
- Proposed compensation

The table below provides a summary of the aggregate scores received by each contractor from the review panel:

| <b>BIDDING CONTRACTOR</b>     | <b>AGGREGATE SCORE</b> |
|-------------------------------|------------------------|
| BrightView Landscape Services | 82.83                  |
| Mike Davis Landscape Services | 72.58                  |
| New Image Landscape Company   | 68.25                  |

The evaluation panel concluded that Brightview Landscape Service Inc. provided the most advantageous proposal for providing landscape services for the City, taking into consideration all evaluation factors.

Landscape maintenance services under this agreement would be performed at the facilities listed in the table below:

| <b>Location</b>              | <b>Address</b>          |
|------------------------------|-------------------------|
| City Hall                    | 455 E. Calaveras Blvd.  |
| Community Center             | 457 E. Calaveras Blvd.  |
| Senior Center                | 40 N. Milpitas Blvd.    |
| Milpitas Sports Center       | 1325 E. Calaveras Blvd. |
| Fire Station No. 1           | 777 S. Main St.         |
| Fire Station No. 2           | 1263 Yosemite Dr.       |
| Fire Station No. 3           | 45 Midwick Dr.          |
| Fire Station No.4            | 775 Barber Ln.          |
| Milpitas Community Library   | 160 N. Main St.         |
| Public Works Admin/Corp Yard | 1265 N. Milpitas Blvd.  |
| Police Station               | 1275 N. Milpitas Blvd.  |

Annual landscaping services performed at the City's eleven (11) facilities includes, but is not limited to, weed abatement, irrigation system maintenance and repairs, pesticide application, turf care, groundcover maintenance, pruning, and cleaning. The contract scope includes expanded services related to biannual fertilizing, annual mulching, and spring and fall annual planting.

#### **Policy Alternatives:**

**Alternative 1:** Direct City staff to provide the required services with in-house resources.

Pros: Increased work responsibilities for City Public Works staff.

Cons: City staff do not have sufficient resources to provide these services in addition to the ongoing operations and maintenance of the City's infrastructure.

Reason not recommended: The City does not have sufficient resources to perform the landscaping services at various City facilities. The City would need to purchase equipment and hire additional staff, which would delay this work.

#### **Fiscal Impact:**

This project will be funded from the Fiscal Year 2022 operations budget of the Public Works Department for an amount not to exceed \$116,260.00 in the first year, and a total amount not-to-exceed \$581,300.00 over the five-year period, subject to annual appropriation of funds by Council during the annual budget process. Sufficient funds for the project are available in the Public Works Facilities Maintenance operating budget for this service.

#### **California Environmental Quality Act:**

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

**Recommendation:**

Approve and Authorize the City Manager to Execute a General Services Agreement with BrightView Landscape Services, Inc. for landscaping services at various City facilities for the not-to-exceed amount of \$581,300.00 over a five-year period, subject to the annual appropriation of funds.

**Attachments:**

1. General Services Agreement with BrightView Landscape Services, Inc.

**CITY OF MILPITAS**  
**AGREEMENT FOR LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES SERVICES**

1. PARTIES AND DATE.

This Agreement for LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES Services ("Agreement") \_\_\_\_\_ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Brightview Landscape Services, Inc.**, a corporation with its principal place of business at **980 Jolly Road Suite 300, Blue Bell, PA 19422** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES – RFP No. 2522** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **September 20, 2021** to **September 19, 2026**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: .

3.2.5 City's Representative. City hereby designates **Public Works Manager – Facilities and Fleet**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates **Fred Freund, Senior Vice President** or their designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

3.2.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or



injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Eighty-One Thousand Three Hundred Dollars and Zero Cents (\$581,300.00)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.3.5 California Labor Code Requirements

(a) Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the

Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

BrightView Landscape Services, Inc.  
825 Mabury Road  
San Jose, CA 95133  
Karine Stuimer, General Manager

**City:**

City of Milpitas  
1265 N Milpitas Boulevard  
Milpitas, California 95035  
Attn: Tony Ndah, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 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.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County.

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

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.16 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.

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

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.5.25 Subcontracting. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

### 3.5.26 Wage Theft Prevention

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

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

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

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

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

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



**SIGNATURE PAGE FOR AGREEMENT  
FOR LANDSCAPING SERVICES AT VARIOUS CITY FACILITIES SERVICES  
BETWEEN THE CITY OF MILPITAS  
AND BRIGHTVIEW LANDSCAPE SERVICES INC.**

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

**CITY OF MILPITAS**

*Approved By:*

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

\_\_\_\_\_  
Date

*Approved:*

\_\_\_\_\_  
Lauren Lai, CPA, MPA  
Finance Director/Risk Manager

*Approved As To Form:*

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

*Approved As To Content:*

\_\_\_\_\_  
Tony Ndah  
Director of Public Works

**BRIGHTVIEW LANDSCAPE SERVICES  
INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS). The City utilizes Lucity, a web-based CMMS, for work orders, cost tracking, and asset management on this contract. The contractor must use this system (at no cost to the City) to document all work performed under this contract.

MAINTENANCE AND SERVICE REPORTS. The Contractor shall submit a full report for all scheduled maintenance and service calls. All information shall be inputted to the City's CMMS system to the satisfaction of the City's Facilities Manager. The Contractor shall submit a full report for all work , not later than five (5) working days after such maintenance work is completed. The report shall include the following minimum information or as otherwise determined by the assigned Public Works Manager:

- a. Date of the maintenance or service request
- b. Name of City representative that placed the service call
- c. Date of service
- d. Time in and time out
- e. Type of Service
- f. Building serviced
- g. Specific area and equipment being serviced (location of equipment, etc.)
- h. Services performed or scheduled completion date
- i. Number of service hours
- j. Name of the technician
- k. Hourly rate for services performed
- l. Parts and Material(s) used
- m. Cost of material(s)/equipment
- n. Job title of the technician(s); Job Classification and Skill Level
- o. Signature of building representative
- p. Warranty of any new material/equipment installed (labor included)

SPECIAL REPORTS. If an issue is discovered that has the potential to become a major problem, or if it may be the cause for shutdown repairs, this problem must be directly brought to the attention of the Assigned Public Works Manager orally and in writing so that a plan of action can be formulated for the timeliest repair to the equipment.

[CONTINUES ON FOLLOWING PAGE]

Request For Proposal No. 2522  
Grounds Maintenance At Various City Facilities

**Scope of Work**

**LOCATION/AREAS OF WORK**

1. City Hall 455 E. Calaveras Blvd.
2. Recreation Center 457 E Calaveras Blvd
3. Senior Center 40 N. Milpitas Blvd.
4. Milpitas Sports Center 1325 E Calaveras Blvd.
5. Fire Station No. 1 777 S Main St.
6. Fire Station No. 2 1263 Yosemite Dr.
7. Fire Station No. 3 45 Midwick Dr.
8. Fire Station No. 4 775 Barber Ln.
9. Milpitas Community Library 160 N Main St.
10. Public Works Admin/Corp Yard 1265 N Milpitas Blvd.
11. Police Station 1275 N Milpitas Blvd.

**SCOPE OF WORK**

Contractor shall furnish all labor, equipment, expertise, equipment, transportation, materials and supervision necessary to provide complete and continuous care of all trees, shrubs, ground covers, annuals, turf and all other work connected thereto as specified below. This Bid does not include Pond maintenance. All work shall be performed in accordance with the Frequency Schedule. Within one hundred (100) calendar days of contract start and every subsequent October of the Agreement the Contractor shall bring forth to the Monthly Coordination Meeting their recommended changes (if any) to the Frequency Schedule to ensure the City facilities are maintaining a neat and tidy appearance year-round.

**1. PERSONNEL/SUPERVISION**

- 1.1. All included work shall be performed by persons directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision.
- 1.2. Sub Contractors may be utilized to perform certain specialized functions within this contract and will be directly supervised by Contractor.
- 1.3. All employees of the Contractor shall be U.S. citizens or resident aliens and each is subject to the approval of the City as to professional appearance in uniform and performance.
- 1.4. All work shall be conducted in a manner so as to cause the least possible interference with or annoyance to others.

**2. MATERIALS**

- 2.1 Materials shall be of the highest quality available. The County Agricultural Commissioner's Office must, by law, be given a monthly record of all herbicides, insecticides and disease control chemicals used.

- 2.2 Client understands and acknowledges that, in the performance of their obligations herein, Contractor will require the use of certain government-approved chemicals, which will be applied in accordance with manufacturer's instructions and government regulations. Client agrees to hold Contractor shall be responsible for the proper use of said chemicals in the course and scope of the performance of Contractor's work.

### 3. LAWN CARE

Lawns shall be maintained in accordance with the Frequency Schedule by furnishing necessary services, including the following:

- 3.1 Lawns shall be mowed to a height of two inches or as appropriate using sharp, adjusted mowing equipment, once each week during the season of active growth (between April and November) and otherwise as needed during the dormant season from December to February. No mowers larger than a "Toro Z" mower will be permitted. The turf is currently hand mowed and preferred.
- 3.2 No grass clippings shall be left on the lawn that will not dry up and fall below growing level within 24 hours.
- 3.3 All edges will be trimmed in accordance with the Frequency Schedule. Edging must be done with a string machine, no blades are allowed.
- 3.4 Paper, trash, twigs, and other undesirable materials will be removed from lawns in accordance with Frequency Schedule.
- 3.5 Lawns will be fertilized to supply a minimum of 6 pounds of actual nitrogen per 1000 square feet per application.
- 3.6 Broadleaf weeds will be controlled as per Frequency Schedule with selective herbicides. Pre-emergent chemicals may be used, if necessary in spring to reduce crabgrass, spurge, and other annual weed infestations. All pesticides will be applied by trained pesticide applicators with a current recommendation issued by a licensed Pest Control Advisor. The City practices Integrated Pest Management (IPM) and would require Landscape Contractor to do the same.
- 3.7 Contractor shall maintain reasonable control of pests and diseases with approved materials. The objective shall be not to keep the site entirely pest-free, but to carry on a responsible pest management which control those problems which threaten permanent or irreparable damage to plant material.
- 3.8 Aerating shall be performed in accordance with the Frequency Schedule.
- 3.9 Other services such as over seeding or power raking to remove thatch build-up will be performed as an additional charge as approved.

### 4. GROUND COVER CARE

Ground cover shall be maintained in accordance with the Frequency Schedule, including the following:

- 4.1 Weed control shall be maintained so that no obvious weeds are left visible. Weeds shall be controlled with suitable pre-emergent herbicide, and also with systemic herbicides.

- 4.2 Ground covers shall be edged back from paved areas, buildings and walkways in accordance with the Frequency Schedule.
- 4.3 Fertilization will be done with a complete fertilizer furnishing needed nutrients including nitrogen, phosphorus, potassium and minor elements in proportion to maintain normal, healthy growth.
- 4.4 Ground covers shall not be allowed to grow over shrubs or trees planted in ground cover beds.
- 4.5 Rodent control in these areas will be done at an additional charge to this contract.
- 4.6 All dead, diseased, and unsightly branches, vines, or other growth shall be removed.
- 4.7 Areas shall be policed for litter in accordance with the Frequency Schedule.
- 4.8 Mowing of groundcover areas is recommended to rejuvenate, reduce fire hazard and control rodents and other pests. This work will be done in accordance with the Frequency Schedule.

## 5. TREE AND SHRUB CARE

Trees and shrubs shall be maintained in accordance with the Frequency Schedule, by the following:

- 5.1 Pruning shall be done to select and develop permanent scaffold branches; to eliminate diseased or damaged growth; to eliminate weak branch attachment angles, to reduce wind damage by thinning out the crown, to encourage a natural growth within space limitations, and to encourage a natural growth pattern to each specific variety.
- 5.2 All included trees and shrubs shall be kept pruned back to clear all roads, drives and walkways towards achieving optimum efficiency and safety for all pedestrians and vehicles.
- 5.3 Pruning shall be done to keep plants clear of all doorways and important windows, to permit a clear view of all signage, to remove blocks to full illumination of lighting fixtures and the airflow from vents. Any limbs or branches touching or brushing buildings or other structures shall also be removed.
- 5.4 Deciduous tree and shrub pruning shall be done when trees are dormant.
- 5.5 Evergreen trees and shrubs shall be thinned and shaped as necessary.
- 5.6 Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year required.
- 5.7 Lower branches of young trees shall not be removed but shall be retained in a "tipped back" condition to attain maximum trunk caliper growth until the trees are able to stand without artificial support.
- 5.8 All pruning cuts are to be made to lateral branches, buds, and flush with trunk. Stubs will not be permitted.

- 5.9 Sucker growth at the base from soil level or below will be removed.
- 5.10 A tree pit of bare earth shall be maintained weed and grass free around each tree in turf areas to facilitate mowing and to prevent damage to roots or trunk from mowing or excess water.
- 5.11 The objectives of shrub pruning are the same as for trees: to thin, shape, to maximize ornamental qualities (i.e. flowers and fruit or berries) and to attain a natural, healthy appearance. Shrubs shall not be sheared into balled or boxed forms. If previous maintenance practices have been to shear and ball, then a natural shape will be restored gradually. To prevent legginess (sparse lower branches) shrubs shall be maintained with lower foliage wider than upper foliage. This practice shall allow more light to reach lower foliage, preventing the loss of leaves due to shading.
- 5.12 Staking and guying shall be eliminated as rapidly as trees become self-supporting. If still unstable after trunk caliper exceeds four inches (4"), replacement shall be recommended to City. While in place, stakes and guys shall be inspected regularly to prevent girdling or rubbing damage to trunk or limbs.
- 5.13 Trees and shrubs will be sprayed if necessary and at an additional charge to this contract.
- 5.14 Dead plants and those in a state of decline shall be brought to the City's attention immediately. Replacement plants shall be of a size, variety, and condition acceptable to the City, to be paid for by the City unless due to negligence of the Contractor.
- 5.15 Vines shall be trained to follow intended design. Installation of additional hardware for support purposes will be performed at an additional charge upon approval from City.

## 6. PAVED AREAS

- 6.1 Cracks in sidewalks, curbs, gutters, and other paved areas which are included in this contract shall be kept weed free.
- 6.2 All paved area maintenance of driveways and sidewalks shall be maintained in accordance with the Frequency Schedule.

## 7. IRRIGATION

Irrigation system management shall be maintained by City staff.

## 8. NON-VEGETATED / NATURAL AREAS

Non-vegetated / natural areas will be maintained in accordance with the Frequency Schedule.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

| WORK ITEM                                       | January        | February | March   | April   | May     | June    | July    | August  | September | October | November | December |
|-------------------------------------------------|----------------|----------|---------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|
| Coordination Meetings with Public Works Manager | Monthly        | Monthly  | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly   | Monthly | Monthly  | Monthly  |
| <b>A. TURF CARE</b>                             |                |          |         |         |         |         |         |         |           |         |          |          |
| Leaf, Debris Removal                            | 2              | 1        | 1       | 1       | 1       | 1       | 1       | 1       | 1         | 1       | 1        | 2        |
| Trash Removal                                   | Weekly         | Weekly   | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | Weekly   |
| Weed Eater                                      | 2              | 2        | 2       | 2       | 2       | 2       | 2       | 2       | 2         | 2       | 2        | 2        |
| Weed Control-pre                                |                |          | 1       |         |         |         |         |         | 1         |         |          |          |
| Weed Control-broad                              |                |          |         | 1       |         |         |         |         |           |         | 1        |          |
| Weed Control-Rndup                              |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| Pesticide & Herbicide Application               | Version Signed |          | 2       | 1       |         | 1       |         |         |           | 1       | 1        |          |
| Fertilize                                       |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| Mow                                             | 2              | 2        | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | 2        |
| Edge                                            | 2              | 2        | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | 2        |
| Blow                                            | 2              | 2        | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | 2        |
| Aeration                                        |                |          | 1       |         |         |         |         |         | 1         |         |          |          |
| <b>B. GROUND COVER</b>                          |                |          |         |         |         |         |         |         |           |         |          |          |
| Leaf, Debris Removal                            | 2              | 1        | 1       | 1       | 1       | 1       |         | 1       | 1         | 1       | 1        | 2        |
| Trash Removal                                   | Weekly         | Weekly   | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | Weekly   |
| Neat Appearance                                 | 1              | 1        | 1       | 1       | 1       | 1       | 1       | 1       | 1         | 1       | 1        | 1        |
| Weed Control-pre                                |                |          |         | 1       |         |         |         |         |           |         | 1        |          |
| Weed Control-Rnd-up                             |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| Pesticide & Herbicide Application               |                |          | 1       | 1       |         | 1       |         |         |           | 1       | 1        |          |
| *Weed Control-Man                               | 1              | 1        | 1       | 1       | 1       | 1       | 1       | 1       | 1         | 1       | 1        | 1        |
| Mulch Application                               |                |          |         | 1       |         |         |         |         |           |         |          |          |
| Fertilize                                       |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| Mow/Sheer                                       |                | 1        |         |         |         |         |         |         |           |         |          |          |
| Edge from walks/curbs                           | 2              | 2        | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly  | Weekly    | Weekly  | Weekly   | 2        |
| <b>C. SHRUBS, TREES &amp; FLOWERS</b>           |                |          |         |         |         |         |         |         |           |         |          |          |
| Neat Appearance                                 | 1              | 1        | 1       | 1       | 1       | 1       | 1       | 1       | 1         | 1       | 1        | 1        |
| Weed Control-pre                                |                |          |         | 1       |         |         |         |         |           |         | 1        |          |
| Weed Control-Rnd-up                             |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| * Weed Control-Man                              | 1              | 1        | 1       | 1       | 1       | 1       | 1       | 1       | 1         | 1       | 1        | 1        |
| Fertilize                                       |                |          | 1       |         |         | 1       |         |         |           | 1       |          |          |
| Pruning Shrubs                                  |                | 1        |         |         | 1       |         |         | 1       |           |         |          |          |
| Pruning Trees                                   |                | 1        |         |         |         |         |         |         |           |         |          |          |
| Plantings: Trees & Shrubs                       |                |          |         | 1       |         |         |         |         |           |         |          |          |
| Plantings: Flowers                              |                |          |         | 1       |         |         |         |         | 1         |         |          |          |
| <b>D. IRRIGATION SYSTEM MAINTENANCE</b>         | Monthly        | Monthly  | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly | Monthly   | Monthly | Monthly  | Monthly  |
| *As Needed Items                                |                |          |         |         |         |         |         |         |           |         |          |          |

**EXHIBIT "C"**  
**COMPENSATION**

[BEGINS ON FOLLOWING PAGE]

| Location                     | Address                 | Weed, Disease, & Pest Control<br>SOW 3.2 (Monthly) | Irrigation System Maint. and Repairs<br>SOW 3.3 (Monthly) | Pesticide Application<br>SOW 3.5 (Monthly) | Turf Care<br>SOW 3.6 (Monthly) | Groundcover Maintenance<br>SOW 3.8 (Monthly) | Pruning<br>SOW 4.0 (Monthly) | Cleaning<br>SOW 4.1 (Monthly) | Monthly Lump Sum | Fertilizing<br>SOW 3.4 (Biannual) | Mulching<br>SOW 5.0 (Please enter total amount for an estimated 5 cubic yards annually per site) | Spring & Fall Planting<br>SOW 5.0 (Biannual) | Annual Lump Sum |
|------------------------------|-------------------------|----------------------------------------------------|-----------------------------------------------------------|--------------------------------------------|--------------------------------|----------------------------------------------|------------------------------|-------------------------------|------------------|-----------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------|
| Milpitas City Hall           | 455 E. Calaveras Blvd.  | \$ 89.00                                           | \$ 300.00                                                 | \$39.00                                    | \$277.00                       | \$14.00                                      | \$287.00                     | \$235.00                      | \$1,241.00       | \$82.00                           | \$ 860.00                                                                                        | \$1,800.00                                   | \$ 17,634.00    |
| Recreation Center            | 457 E. Calaveras Blvd.  | \$ 40.00                                           | \$ 300.00                                                 | \$38.00                                    | \$366.00                       | \$14.00                                      | \$181.00                     | \$172.00                      | \$1,111.00       | \$51.00                           | \$ 860.00                                                                                        | -                                            | \$ 14,243.00    |
| Senior Center                | 40 N. Milpitas Blvd.    | \$ 58.00                                           | \$ 300.00                                                 | \$43.00                                    | \$255.00                       | \$14.00                                      | \$220.00                     | \$195.00                      | \$1,085.00       | \$54.00                           | \$ 860.00                                                                                        | -                                            | \$ 13,934.00    |
| Milpitas Library             | 160 N. Main St.         | \$ 69.00                                           | \$ 229.00                                                 | \$59.00                                    | \$ 89.00                       | \$14.00                                      | \$243.00                     | \$188.00                      | \$ 891.00        | \$87.00                           | \$ 860.00                                                                                        | -                                            | \$ 11,639.00    |
| Milpitas Fire Station #1     | 777 S. Main St.         | \$ 37.00                                           | \$ 114.00                                                 | \$33.00                                    | -                              | \$ 7.00                                      | \$173.00                     | \$128.00                      | \$ 492.00        | \$46.00                           | \$ 860.00                                                                                        | -                                            | \$ 6,810.00     |
| Milpitas Fire Station #2     | 1263 Yosemite Dr.       | \$ 49.00                                           | \$ 114.00                                                 | \$43.00                                    | \$ 46.00                       | \$ 7.00                                      | \$125.00                     | \$150.00                      | \$ 619.00        | \$56.00                           | \$ 860.00                                                                                        | -                                            | \$ 8,344.00     |
| Milpitas Fire Station #3     | 45 Midwick Dr.          | \$ 18.00                                           | \$ 114.00                                                 | \$16.00                                    | \$ 37.00                       | \$ 7.00                                      | \$106.00                     | \$103.00                      | \$ 420.00        | \$23.00                           | \$ 860.00                                                                                        | -                                            | \$ 5,923.00     |
| Milpitas Fire Station #4     | 775 Barber Ln.          | \$ 26.00                                           | \$ 114.00                                                 | \$23.00                                    | \$ 78.00                       | \$14.00                                      | \$106.00                     | \$114.00                      | \$ 475.00        | \$33.00                           | \$ 860.00                                                                                        | -                                            | \$ 6,593.00     |
| Public Works Admin/Corp Yard | PDF Version Signed      | \$ 52.00                                           | \$ 82.00                                                  | \$17.00                                    | -                              | -                                            | \$137.00                     | \$ 46.00                      | \$ 334.00        | \$10.00                           | \$ 860.00                                                                                        | -                                            | \$ 4,878.00     |
| Police Station               | 1275 N. Milpitas Blvd.  | \$ 52.00                                           | \$ 229.00                                                 | \$42.00                                    | \$488.00                       | \$14.00                                      | \$208.00                     | \$220.00                      | \$1,253.00       | \$65.00                           | \$ 860.00                                                                                        | -                                            | \$ 15,961.00    |
| Milpitas Sports Center       | 1325 E. Calaveras Blvd. | \$ 25.00                                           | \$ 229.00                                                 | \$16.00                                    | \$245.00                       | \$ 7.00                                      | \$149.00                     | \$110.00                      | \$ 781.00        | \$69.00                           | \$ 860.00                                                                                        | -                                            | \$ 10,301.00    |
|                              |                         |                                                    |                                                           |                                            |                                |                                              |                              |                               |                  |                                   | Annual Total                                                                                     |                                              | \$ 116,260.00   |



## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this **Exhibit D**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

     Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

  X   Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

     Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

  X   Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_\_ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_\_ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

  X   Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's or Consultant's Pollution Legal Liability:**

\_\_\_\_ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

## Cyber Liability Insurance

\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

## Surety Bonds:

Contractor shall provide the following Surety Bonds:

- \_\_\_ Bid Bond
- \_\_\_ Performance Bond
- \_\_\_ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

## Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

### **X Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **\_\_\_ Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

**X Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

**X Waiver of Subrogation:**

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

**Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                         |                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>      | <b>Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an Amount of \$47,322 to Complete California Environmental Quality Act (CEQA) Review, Extend the Term of the Agreement to December 31, 2022, and Approve Budget Appropriation of \$47,322 to Project No. 3448.</b>                                                |
| <b>Category:</b>        | Public Hearings-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                                                                                                                             |
| <b>Meeting Date:</b>    | 8/5/2021                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Staff Contact:</b>   | <b>Steve Erickson, Engineering Director/City Engineer, 408-586-3301</b>                                                                                                                                                                                                                                                                                                                                       |
| <b>Recommendations:</b> | Approve and authorize the City Manager to execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an amount of \$47,322 to complete the California Environmental Quality Act (CEQA) Review, extend the term of the agreement to December 31, 2022; and approve Budget Appropriation of \$47,322 to the Trail, Bicycle, Pedestrian Master Plan Update Project No. 3448. |

### **BACKGROUND:**

City Capital Improvement Project No. 3448, Trails and Bikeway Master Plan Update was approved as part of the adoption of the 2020-2025 Capital Improvement Program. The updated Master Plan will include recommended improvements for connectivity and network enhancements for all users including pedestrians and bicycles; identify gaps in the City's regional trail system; develop trail design guidelines and estimated costs; support economic development; and enhance the quality of life for residents.

The City contracted with the firm of Alta Planning and Design on February 26, 2019 to complete the Trails and Bikeway Master Plan Update for a total amount of \$193,183 (**Attachment 1**), however, review and analysis of the California Environmental Quality Act (CEQA) was not included as an item in the consultants scope of work. At the time of contract development, staff followed the practice of completing the CEQA analysis when construction projects were scheduled for Council approval.

On May 19, 2020, Amendment 1 (**Attachment 2**) to the contract was approved to provide a 6-month contract time extension. On December 28, 2020, Amendment 2 (**Attachment 3**) was approved to provide \$36,219 in additional compensation and to increase contract by 1-year. Amendment's 1 and 2 were required due to the Covid-19 pandemic stay-at-home order to allow Alta Planning and Design to conduct additional social media outreach for public review and input on the proposed Master Plan update.

### **ANALYSIS:**

The update to the Master Plan is 95% complete and includes an assessment of existing conditions, initial community outreach, identification of needs and gaps, outside agency coordination, and recommendations for improvements.

Because the update to the Master Plan will include improvement recommendations for future project implementations, it requires California Environmental Quality Act (CEQA) review and analysis to identify any significant environmental impacts associated with the recommended improvements. The proposed CEQA analysis will include program-level review to address CEQA compliance. This will consist of an Initial Study-Mitigation Negative Declaration (IS-MND) for CEQA compliance.

Staff has negotiated a scope and fee with the Alta Planning and Design to provide the CEQA analysis for \$47,322 and to extend the term of the contract to December 31, 2022 which is considered reasonable for the services to be provided. Staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 3 (**Attachment 4**) with Alta Planning and Design to provide the required CEQA analysis. The new total contract amount with Alta Planning and Design is \$276,724 with a term through December 31, 2022.

Staff also recommends the Council approve a Budget Appropriation (**Attachment 5**) to appropriate \$47,322 from General Government CIP Funds into Project No. 3448 to fund this additional required CEQA work.

**POLICY ALTERNATIVE:**

Alternative: Do not approve Amendment No. 3 with Alta Planning and Design and not approve the Budget Appropriation for required CEQA analysis.

Pros: None

Cons: Project CEQA analysis at this phase of the project is required and the updated Master Plan document may not be in compliance with CEQA if the analysis is not completed at this project phase.

Reason for not recommending: The update to the City's Trails and Bikeway Master Plan will be a long-term planning document identifying where improvements to infrastructure are needed. Staff recommends an initial review of environmental impacts be completed at this time.

**FISCAL IMPACT:**

The approval of a Budget Appropriation (**Attachment 5**) of \$47,322 from the General Government CIP Fund into Project No. 3448 is required to execute Amendment No. 3 for this contract. The following is a summary of the fiscal impact:

| Description    | Approved Budget  | Requested Additional Budget | Total Project Budget |
|----------------|------------------|-----------------------------|----------------------|
| Design         | \$236,219        | \$47,322                    | \$283,541            |
| Administration | \$10,000         | \$0                         | \$10,000             |
| <b>Total</b>   | <b>\$246,219</b> | <b>\$47,322</b>             | <b>\$293,541</b>     |

**California Environmental Quality Act**

Project No. 3438 for the update to the City's Trails, Pedestrian, and Bicycle Master Plan constitutes a citywide program, and is subject to CEQA review and analysis. An Initial Study – Mitigated Negative Declaration (IS-MND) is recommended to address multiple facility projects that are proposed in the Plan. The Initial Study findings will identify if the Plan would result in significant and unavoidable environmental impacts that would necessitate additional actions by the City.

**Recommendations:**

1. Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an amount of \$47,322 to complete California Environmental Quality Act (CEQA) review and to extend the term of the Agreement to December 31, 2022.
2. Approve Budget Appropriation of \$47,322 from the General Government CIP Fund into the Trail, Bicycle, Pedestrian Master Plan Update Project No. 3448.

**Attachments:**

1. Consultant Services Agreement with Alta Planning and Design
2. Amendment No. 1
3. Amendment No. 2
4. Amendment No. 3
5. Budget Change Form



**CITY OF MILPITAS  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of February 20, 2019 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and Alta Planning + Design Inc., a corporation with its principal place of business at 100 Webster Street, Suite 300, Oakland, CA 94607 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

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

Trails and Bikeway Pedestrian Master Plan Update (hereinafter referred to as "the Project").

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

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

**AGREEMENT**

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

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$193,183**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term of Performance

The term of this Agreement shall be from **February 20, 2019** to **June 30, 2020**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon the commencement date of the term of this Agreement set forth above.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code

Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

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

19. Organization

Consultant shall assign **Jeff Knowles** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, California 95035  
Attn: Fanny Yu  
Engineering

CONSULTANT:

Alta Planning + Design, Inc.  
100 Webster Street, Suite 300,  
Oakland, CA 94067  
Attn: Hugh Louch

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Wage Theft Prevention

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

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

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

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

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

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

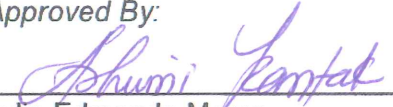
**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MILPITAS  
AND ALTA PLANNING + DESIGN, INC.**

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

**CITY OF MILPITAS**

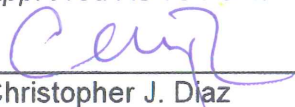
Approved By:

  
\_\_\_\_\_  
Julie Edmonds-Mares  
City Manager

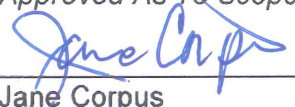
Date

3/15/19

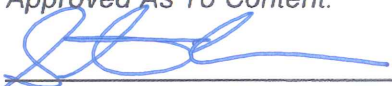
Approved As To Form:

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

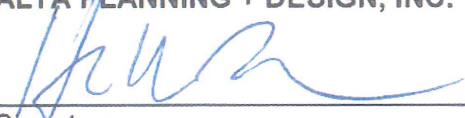
Approved As To Scope:

  
\_\_\_\_\_  
Jane Corpus  
Interim Director of Finance

Approved As To Content:

  
\_\_\_\_\_  
Steven P. Erickson  
Engineering Director/City Engineer

**ALTA PLANNING + DESIGN, INC.**

  
\_\_\_\_\_  
Signature

Hugh Louch

Name

Vice President, as duly authorized

Title

March 8, 2019

Date

\_\_\_\_\_  
DIR Registration Number (If Applicable)



EXHIBIT A

Scope of Services

## Execution Plan (Scope of Services/Work)

This project will update two plans for the City of Milpitas – a citywide Trail Plan and a Bicycle and Pedestrian Master Plan. These plans for the City of Milpitas that provides a vision and action plan for the City to improve safe and convenient travel by active transportation modes in Milpitas.

### Task 1. Kick-Off and Administration

#### Task 1.1 Kick off and Administration

Alta will plan and facilitate a project kick-off meeting and stakeholder strategy session to clarify the project scope, background, and priorities. At the conclusion of this meeting, Alta will develop a final project management plan, including a data request memo and a proposed public engagement plan.

Throughout the project, there will be ongoing coordination between Alta's project manager and the City of Milpitas project manager – including email, phone and written communication to keep the City up-to-date on Plan development. Alta will conduct monthly project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

The kick-off meeting will address:

- City's goals, visions, objectives, expectations
- Key issues, opportunities, and areas of concern
- Revisions (if needed) of project scope, deliverables, and budget
- Public outreach and agency coordination
- Data or information needed to be provided by the City
- Project Milestone and Deliverable Schedule

#### Task 1.2 Coordination with Neighboring Jurisdictions

During the course of the project, Alta will coordinate with the cities of Fremont and San Jose, and the Valley Transportation Authority (VTA) to ensure that the proposed improvements for Milpitas are well integrated into the regional bicycle and pedestrian networks. Alta will attend up to 6 meetings with these partners, either individually or in groups as appropriate.

#### *Deliverables*

- Final project management plan
- Monthly meeting notes
- Agenda and notes for coordination meetings with neighbors and partners

### Task 2. Assess Existing Conditions & Research

#### TASK 2.1 EXISTING CONDITIONS

Alta will submit a data request memo to the City, ensuring we have all available relevant data, plans, policies, and regulations currently available. Alta will review Milpitas's existing bicycle and pedestrian facilities and supporting infrastructure using data provided by the City. This includes:

- Pedestrian, bikeway, and trail inventory, including sidewalks, crosswalks, and bikeways.
- Roadway characteristic data provided by the City, County, or Caltrans staff (including number of travel lanes, roadway/travel lane width, speed limits/speed survey data, and traffic volume data (as available)).
- Existing and proposed land use data available from the City.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- Demographic data (population, employment, and other information) from the Census, including from the American Community Survey.
- Points of interest and key destinations, including commercial areas, schools, parks, transit stations and stops, and others.

Selective fieldwork will be conducted to verify critical elements of the City's existing facilities in person, supported by a review of available aerial photography and/or Google StreetView.

Alta will develop a set of maps, tables, and narrative that describe the existing bicycle and pedestrian network and conditions.

### TASK 2.2 DOCUMENT REVIEW

Alta will also review existing plans and studies from partners of neighboring jurisdictions, including bicycle, pedestrian, and trail plans from the cities of San Jose and Fremont, studies from VTA including the Tasman Complete Streets Plan, Countywide Bicycle and Pedestrian Plan, and transit access and planning studies. Information from the Caltrans District 4 Bike Plan developed by Alta will also be integrated into this process.

### TASK 2.3 PROGRAMS REVIEW

Alta will facilitate a meeting with City Parks and Recreation, City Police and other City agencies and local partners that provide existing bicycle and pedestrian programs in the City. Alta will document existing programs including Safe Routes to Schools (SRTS) programs, recreational programs and events run by the City, and any other efforts to encourage or educate residents of Milpitas on biking and walking safely.

The existing conditions, document review and programs review will be integrated into existing conditions chapters for the two plans.

### TASK 2.4 BICYCLE AND PEDESTRIAN COUNTS (OPTIONAL)

Alta will contract with a data collection vendor to collect bicycle and pedestrian counts at up to 10 locations. Counts will be collected during AM and PM peak periods on 3 weekdays at each location.

#### *Deliverables*

- Data request memo (provided at kick off meeting)
- Maps, data tables, and narrative summarizing the existing network and prior plans
- Bicycle and pedestrian counts (optional)

## Task 3. Community Outreach

### TASK 3.1 PUBLIC OUTREACH AND ENGAGEMENT STRATEGY

As the City of Milpitas considers modifications to its physical infrastructure, it is critical to involve citizens and stakeholders in the process. Early and sustained involvement helps make a successful project, but drawn out schedules can sap the interest of all but most the serious advocates.

Alta will develop a detailed Public Outreach and Engagement Strategy that describes proposed events and identifies the schedule and key considerations for each event. This document will describe (1) the goals of the engagement effort, (2) the key audiences to reach within the City, and (3) the strategies (meetings, advertising, and other efforts), to reach these audiences.

Alta will continue to update the engagement strategy as the planning process continues, updating lists of stakeholders and other participants and identifying additional activities as needed to support the plan.

### TASK 3.2 COMMUNITY INPUT MAP

Alta will provide the City with an online interactive community input map that allows the public to identify priority destinations for walking and biking, routes they would like to see improved, and similar information.

The map allows users to comment on input from other users, allowing for a dialogue among residents. Alta has developed a technology to support online map input that works well on computers, tablets and phones. The map will be up through the completion of Task 4 and can be continued through the length of the project if desired by the City.

### TASK 3.3 COMMUNITY MEETINGS

Alta will facilitate four community meetings during the course of the project to highlight the two plans, focused on providing the public with tangible products that require public engagement. We propose to organize the outreach events around the following phases:

- **Needs Workshop.** We propose to conduct a set of public workshops that presents the findings of the existing conditions (Task 2) and the needs assessment (Task 4). The workshop will present the existing network and programs, gather feedback on network gaps and areas of concern, and review data on safety concerns, connectivity, and other factors. These two workshops could focus on each plan individually or cover both plans and be held in different areas of the City.
- **Recommendations/Draft Plan.** We propose to conduct a second set of workshops that presents draft recommendations for projects and programs for both the Trails Master Plan and the Bicycle and Pedestrian Plan. This second set of workshops will be conducted when all of the materials for the draft plans are ready, but with enough time to make modifications to the identified project needs and the project prioritization process (Task 5). Again, workshops can be held to focus on a single plan or can cover both plans at meetings in two different locations.

All public meeting input will be captured in a working paper and summarized in a chapter of the Plan.

### TASK 3.4 POP UP EVENTS (OPTIONAL TASK)

Given the challenges of drawing interest to public meetings, we recommend considering conducting additional public outreach events that meet the public where they are. This may include farmers markets, community festivals, or other community gathering spots. We have found this approach to be very successful for engaging a broader cross-section of the community, including those who may be interested in walking and bicycling but who are not interested in attending public meetings.

For this optional task, Alta would conduct up to four pop-up meetings, which may include:

- Booths at community events
- A bicycling and walking tour of existing trails or on-street infrastructure or proposed projects

#### *Deliverables*

- Final public engagement strategy describing goals of the outreach and proposed events
- Community input map
- Public meeting materials, including input boards, presentations, comment cards, and similar opportunities
- Working paper that describes the various input methods and all of the input received
- Optional pop up meeting plan, materials, and summaries

## Task 4. Identify Gaps and Needs

Alta will conduct a detailed assessment of gaps and needs for trails, on-street bicycle facilities, and pedestrian facilities. This assessment will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify key pedestrian and bicycling areas based on demand and supply variables.

Our approach to this analysis includes:

- **Safety Analysis.** Alta will use data from the Statewide Integrated Traffic Records System (SWITRS) or local police data to identify where there have been collisions, injuries, and fatalities involving people walking and biking in Milpitas.
- **Demand Analysis.** Alta will use data about existing and proposed land use, trips, and others to identify where there is high demand for biking and walking in Milpitas. This will consider access to transit, schools, work, commercial destinations, and others. It will also make use of data from the VTA travel demand model to identify existing trips patterns that may be able to be served by trails, bike, and pedestrian infrastructure
- **Connectivity Analysis.** Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation. This analysis will include rating existing bikeway facilities for level of traffic stress (LTS) and pedestrian facilities for pedestrian level of service (PLOS). It will also consider how Milpitas bicycle, pedestrian and trail networks connect to the City's neighbors.
- **Design Review.** Alta will use best practices in trail, bicycle and pedestrian facility design to inform the review of existing facilities and identification of needs. Alta has helped develop many of these guides, including the NACTO Urban Bikeway Design Guide and the FHWA Small Town and Rural Multimodal Networks guide. Alta will use these, along with the dozens of design guides we have produced for local agencies to help inform this review.

Alta will use these analyses to identify:

- New Trail opportunities along creeks, other infrastructure right-of-ways, or adjacent to public street right of ways
- Gaps in existing bicycle networks, such as disconnected bike networks, intersection crossing needs and other conflict points,
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas of pedestrian activities or at crossings of streets and other public right-of-ways
- Potential enhancements to trails and bicycle and pedestrian facilities to meet design standards
- Needs for bicycle facilities, such as bicycle parking, repair stations and other
- Needs for pedestrian amenities, such as benches, shelters, plantings and others

Alta will produce a series of maps, tables, and narrative that describe gaps and needs, developing chapters for the two plans that synthesize this information into critical needs and gaps that can be addressed by the City. Information from the public outreach process will also be integrated into this process.

### *Deliverables*

- Plan chapters summarizing needs, including maps, tables, and narrative

## Task 5. Recommended Projects and Facility Improvements

### TASK 5.1 PROJECT RECOMMENDATIONS

The core of the plan will identify recommended projects for future implementation. This task will provide Milpitas with a list of projects, a method to prioritize projects, and identification of funding sources to support future projects. Based on the needs analysis and public and stakeholder input, Alta will develop a recommended network that includes trails, bicycle and pedestrian facilities. These networks will be developed for each plan considering the unique elements appropriate to that plan.

The Trails Master Plan will focus on trail improvements and new trails that help produce a trail system for the City. This will address trail width, materials, accommodation of bicyclists and pedestrians, access to parks and other recreational destinations, and identify needed amenities to support the overall network. The plan will also address and identify potential improvements to trail crossings, including use of physical infrastructure, striping, and signal strategies to improve safety and comfort for trail users.

The Bicycle and Pedestrian Master Plan will provide a blueprint for implementing bicycle and pedestrian infrastructure. It will integrate many elements of the Trails Master Plan as trails are a critical element in an overall bicycle and pedestrian network. It will also identify needed on-street bicycle facilities and facility improvements and will identify pedestrian improvements, including potential crossing improvements that can help improve the safety of people walking in the City.

### TASK 5.2 PROJECT PRIORITIZATION

Alta will prepare a robust framework for evaluating projects using a qualitative process that is organized around the Plan's goals and objectives. Typical project evaluation criteria include:

- **Public Support.** The project provides a significant improvement to a community identified challenge area.
- **Safety.** The project addresses safety concerns such as reported collisions or areas of high risk.
- **Connectivity.** The project improves overall network connectivity or provides access to key destinations.
- **Transit Support:** The project provides an improved connection to transit.
- **Quality.** The project type is appropriate for the context, providing low stress travel for people walking and biking.
- **Feasibility.** The extent of project constraints in terms of right-of-way acquisition, impacts on traffic operations, cost, and other factors.

Alta will work with the City to finalize the criteria and evaluation method and apply these to the projects and will present the proposed process to City residents in the second set of workshops. These will be applied to the proposed projects from each plan and used to help identify priorities.

Alta will also develop an implementation strategy that identifies potential funding opportunities – including local, regional, and statewide funding – and applies those to each project. This will help the City identify both priorities and appropriate methods for implementation, including relevant funding sources.

### TASK 5.3 PROGRAMS RECOMMENDATIONS

The Alta team will develop specific program recommendations in coordination with implementing agencies. Alta is the only bicycle and pedestrian planning firm with a department dedicated to planning and implementing education and encouragement components of active transportation programs including workshops, contests, and other promotional activities. The Alta team will utilize our expertise in developing and leading Transportation Demand Management (TDM) and other active transportation programs to develop a customized and achievable set of recommendations. Enforcement and safety recommendations may also include ways to improve safety along bike/pedestrian trails using guidelines and policies for neighboring vacant land development that will provide 'eyes-on' the trail and other crime prevention techniques.

### TASK 5.4. DRAFT AND FINAL PLAN DOCUMENTS

Alta will develop administrative draft plans for both the Trails Master Plan and the Bikeway and based on the work conducted in prior tasks. The objective of this task is to produce a simple but useful plan that captures existing conditions, a future vision for bicycle and pedestrian accommodation in Milpitas, and the implementation steps needed to get to that vision (including priority and timing).

Alta will revise the administrative draft plans into public draft plans based on a consolidated, consistent set of comments from the City. The public draft plans will be posted for review by the public and Alta will work with the City to provide opportunities to receive feedback on the draft.

Alta will compile the comments received from the public into a matrix with a proposed disposition for each comment. Similar comments will be grouped for easier review. Alta will meet with the City to review this matrix and revise the disposition matrix. After completing that review, Alta will develop a Final Draft Plan for the City to review and will make necessary updates to the Final Plan after review by the City.

Alta will present the final plans to the City Council or other appropriate bodies and make minor modifications as needed to achieve adoption of the plans.

### TASK 5.5 PROJECT CUT SHEETS (OPTIONAL TASK)

For a up to 10 priority projects identified by the City, Alta will create project cut sheets that capture:

- Summary information about the project – location, improvement characteristics
- Existing and proposed cross section
- A rendering or photosimulation that provides an easy means to understand the future project
- Information on potential tradeoffs required to implement the project (e.g., impacts to parking, vehicle lanes, etc.)

These cut sheets are often useful to support grant applications and to provide decision makers and the public with clear information about proposed priority improvements.

### TASK 5.6. DESIGN GUIDELINES (OPTIONAL TASK)

Alta will develop design guidelines to reflect changes in best practices and in coordination with the City's policies. Design guidelines will include the following:

- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk Prioritization Policy
- Creek Trail standards

Alta will develop a set of design guidelines tailored to the unique context of the City of Milpitas, using images and information on local infrastructure that provides the City with a resource to implement ongoing bicycle and pedestrian design solutions as part of project opportunities that arise from other projects such as new development, the new BART station, or regular street resurfacing.

#### *Deliverables*

- Long term vision for bicycle and pedestrian networks in Milpitas, including maps, tables, and narratives that capture all proposed improvements.
- Prioritized project list, including maps and tables that capture the top feasible priorities for the City
- Administrative Draft, Public Draft and Final Trails Master Plan
- Administrative Draft, Public Draft and Final Bicycle and Pedestrian Master Plan
- Presentation to City Council or committee to support adoption of the plan
- Optional cut sheets (10) for priority projects
- Optional Trail, Bicycle, and Pedestrian Design Guidelines for the City

## EXHIBIT B

### Fee & Schedule of Charges/Payments

The Designer shall be paid on a time and materials basis for all Services rendered up to the not-to-exceed Total Compensation. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be calculated on a time and materials basis and made based upon the percentage of task completed in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, method for computing the amount payable, percentage of task completed, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The total amount paid to Designer shall never exceed the Total Compensation without the prior written approval of City.

Fee Schedule attached to this Exhibit B.



Project Budget

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

| TASK                                            | Alta Planning + Design |                 |                |           |                    |                   |              | Task Hours | Total Task Fee |
|-------------------------------------------------|------------------------|-----------------|----------------|-----------|--------------------|-------------------|--------------|------------|----------------|
|                                                 | Principal-in-Charge    | Project Manager | Senior Planner | Engineer  | Designer/ Graphics | Planner/ Outreach | GIS          |            |                |
|                                                 | Hugh Louch             | Jeff Knowles    | Beth Martin    | Joe Paull | Ryan Booth         | Ben Frazier       | Lisa Schroer |            |                |
| 2019 Hourly Rate**                              | \$275                  | \$193           | \$112          | \$122     | \$104              | \$104             | \$104        |            |                |
| 1 Kick-Off and Administration                   | 4                      | 28              | 35             | 0         | 0                  | 0                 | 0            | 67         | \$10,424       |
| 1.1 Kick-Off and Administration                 | 2                      | 16              | 20             |           |                    |                   |              | 38         | \$5,878        |
| 1.2 Coordination with Neighboring Jurisdictions | 2                      | 12              | 15             |           |                    |                   |              | 29         | \$4,546        |
| 2 Assess Existing Conditions & Research         | 4                      | 10              | 28             | 0         | 0                  | 40                | 24           | 106        | \$12,822       |
| 2.1 Existing Conditions                         | 2                      | 4               | 12             |           |                    | 16                | 24           | 58         | \$6,826        |
| 2.2 Document Review                             | 1                      | 2               | 8              |           |                    | 12                |              | 23         | \$2,805        |
| 2.3 Programs Review                             | 1                      | 4               | 8              |           |                    | 12                |              | 25         | \$3,191        |
| 3 Community Outreach                            | 13                     | 37              | 54             | 0         | 0                  | 56                | 18           | 178        | \$24,460       |
| 3.1 Public Outreach and Engagement Strategy     | 1                      | 4               | 4              |           |                    | 8                 |              | 17         | \$2,327        |
| 3.2 Community Input Map                         |                        | 1               | 2              |           |                    | 8                 | 2            | 13         | \$1,457        |
| 3.3 Community Workshops                         | 12                     | 32              | 48             |           |                    | 40                | 16           | 148        | \$20,676       |
| 4. Identify Gaps and Needs                      | 8                      | 16              | 36             | 0         | 0                  | 40                | 31           | 131        | \$16,704       |
| 4.1 Identify Gaps and Needs                     | 8                      | 16              | 36             |           |                    | 40                | 31           | 131        | \$16,704       |
| 5. Recommended Projects & Facility Improvements | 26                     | 84              | 176            | 24        | 48                 | 204               | 144          | 706        | \$87,186       |
| 5.1 Project Recommendations                     | 4                      | 20              | 40             | 24        |                    | 64                | 80           | 232        | \$27,344       |
| 5.2 Project Prioritization                      | 4                      | 16              | 40             |           |                    | 40                | 24           | 124        | \$15,324       |
| 5.3 Programs Recommendations                    | 2                      | 8               | 16             |           |                    | 20                |              | 46         | \$5,966        |
| 5.4 Draft and Final Plan Documents              | 16                     | 40              | 80             |           | 48                 | 80                | 40           | 304        | \$38,552       |
| Staff Hours                                     | 55                     | 175             | 329            | 24        | 48                 | 340               | 217          | 1188       | \$151,596      |
| Web Input Map                                   |                        |                 |                |           |                    |                   |              |            | \$2,000        |
| Reimbursable Expenses & Travel                  |                        |                 |                |           |                    |                   |              |            | \$950          |
| Project Total                                   | \$15,125               | \$33,775        | \$36,848       | \$2,928   | \$4,992            | \$35,360          | \$22,568     |            | \$154,546      |
| Additional Servcies as Needed (25%)             |                        |                 |                |           |                    |                   |              |            | \$38,637       |
| Project Total + As-Needed Services              |                        |                 |                |           |                    |                   |              |            | \$193,183      |
| Potential Optional Tasks                        |                        |                 |                |           |                    |                   |              |            |                |
| 2.2 Bicycle & Pedestrian Counts***              | 2                      | 4               |                |           |                    | 8                 |              |            | \$12,154       |
| 3.4 Pop Up Events (4)                           |                        | 8               | 16             |           |                    | 16                |              |            | \$5,000        |
| 5.5 Project Cut Sheets                          | 4                      | 8               | 20             | 16        | 40                 |                   |              |            | \$10,996       |
| 5.6 Design Guidelines                           | 4                      | 8               | 16             |           | 32                 | 32                |              |            | \$11,092       |

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

\*\* Hourly rates are for calendar year 2019, and will be adjusted if work is continued into subsequent year(s).

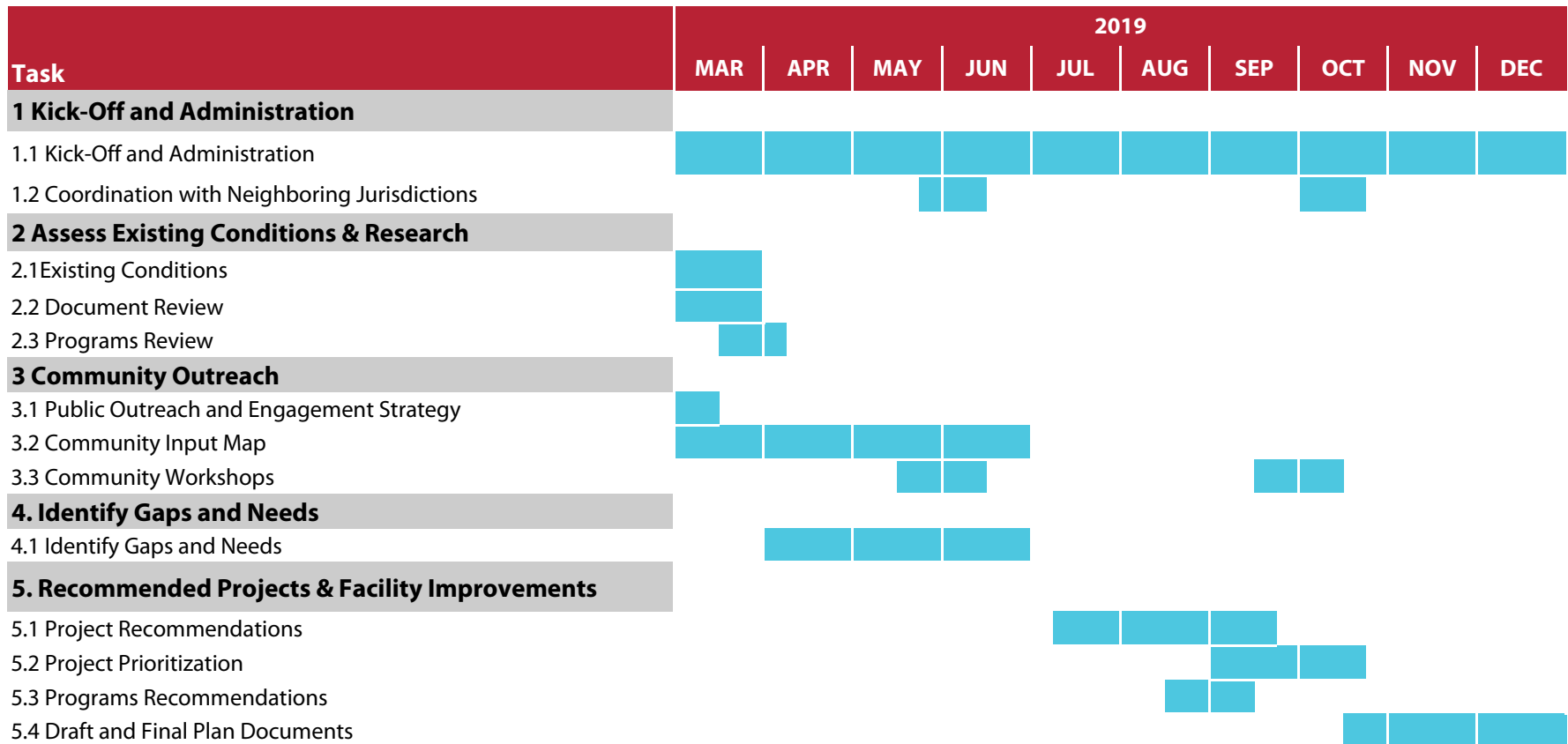
\*\*\* Includes \$10,000 in direct costs for count collection

EXHIBIT C

Activity Schedule

# Project Schedule

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update



## EXHIBIT D

### Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

\_\_\_ Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

X Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

\_\_\_ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

\_\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

  X   Insurance appropriate to the Contractor or Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

\_\_\_\_ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

\_\_\_\_ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

  X   Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Contractor/Consultant Signature

**Builder's Risk (Course of Construction):**

\_\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

**Surety Bonds:**

\_\_\_\_ Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Contractor's or Consultant's Pollution Legal Liability:**

\_\_\_\_ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

#### ***Additional Insured Status:***

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

#### ***Primary Coverage:***

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

### ***Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)***

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage **shall name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

### ***Notice of Cancellation, Suspension or Otherwise Voiding Policies:***

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the City.

### ***Waiver of Subrogation:***

**Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire** against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

### ***Deductibles and Self-Insured Retentions ("SIR"):***

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

### ***Completed Operations***

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the

completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

***Acceptability of Insurers:***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

***Claims Made Policies: (note - should be applicable only to professional liability, see below)***

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Subcontractors:***

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

***Verification of Coverage:***

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to



provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

***Failure to Comply:***

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

***Applicability of Coverage:***

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



**AMENDMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS AND**  
**ALTA PLANNING + DESIGN, INC.**  
**FOR**  
**TRAILS AND BIKEWAY PEDESTRIAN MASTER PLAN UPDATE**

This Amendment No. 1 is entered into this \_\_\_\_<sup>19th</sup> day of May 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **Alta Planning + Design, Inc.**, a California Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 1.

**RECITALS:**

WHEREAS, on February 20, 2019, the Parties entered into a Professional Services Agreement for the Trails and Bikeway Pedestrian Master Plan Update (the "Agreement") for the maximum amount of \$193,183.00, and with a term period of February 20, 2019, to June 30, 2020; and

WHEREAS, the Parties now desire to amend the Agreement to extend the term period by six months.

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

1. The first sentence of Section 5. Term is hereby amended to read as follows:

"The term of this Agreement shall be from **February 20, 2019** to **December 30, 2020**, unless earlier terminated as provided herein."

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

[SIGNATURES ON THE FOLLOWING PAGE]

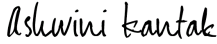
**SIGNATURE PAGE OF AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
ALTA PLANNING + DESIGN, INC.**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

**CITY OF MILPITAS**

*Approved By:*

DocuSigned by:



Steven G. McHarris, Interim City  
Manager

May-19-2020

Date

*Approved As To Form:*

DocuSigned by:



Christopher J. Diaz, City Attorney

*Approved:*

DocuSigned by:



Walter C. Rossmann, Risk  
Manager/Director of Finance

*Approved As To Content:*

DocuSigned by:



Steve Erickson, Engineering  
Director/City Engineer

**Alta Planning + Design, Inc.**

DocuSigned by:



Signature

Brett Hondorp

Name

President

Title

May-15-2020

Date

5/15/2020

DIR Registration Number (If  
Applicable)



## City of Milpitas

## Purchase Order Requisition

|                                     |                                             |                              |                          |                                  |
|-------------------------------------|---------------------------------------------|------------------------------|--------------------------|----------------------------------|
| Date Requested<br><b>12/18/2020</b> | Requesting Department<br><b>Engineering</b> | Requestor<br><b>Fanny Yu</b> | Extension<br><b>3318</b> | Fiscal Year<br><b>FY 2020/21</b> |
|-------------------------------------|---------------------------------------------|------------------------------|--------------------------|----------------------------------|

Contract Name/ Description  
**Trails, Bikeway & Pedestrian Master Plan Updates**

|                               |                                                    |                                                  |                                         |
|-------------------------------|----------------------------------------------------|--------------------------------------------------|-----------------------------------------|
| Vendor Number<br><b>16753</b> | Vendor Name<br><b>Alta Planning and Design Inc</b> | Vendor Email<br><b>bhondorp@altaplanning.com</b> | Vendor Telephone<br><b>510-540-5008</b> |
|-------------------------------|----------------------------------------------------|--------------------------------------------------|-----------------------------------------|

|                                                                          |                                                                           |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Vendor Address<br><b>100 Webster St, Suite 300<br/>Oakland, CA 94607</b> | Ship to Address<br><b>100 Webster St, Suite 300<br/>Oakland, CA 94607</b> |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------|

| Item     | Quantity | Unit of Measure | Description                    | Account Number: Fund- Function- Expenditure/ CP/ PG/ GT | Unit Price       | Extended Price   |
|----------|----------|-----------------|--------------------------------|---------------------------------------------------------|------------------|------------------|
| <b>1</b> | <b>1</b> | <b>LS</b>       | <b>Increase Project Budget</b> | <b>CP3448-1-4237</b>                                    | <b>36,219.00</b> | <b>36,219.00</b> |
|          |          |                 |                                |                                                         |                  | 0.00             |
|          |          |                 |                                |                                                         |                  | 0.00             |
|          |          |                 |                                |                                                         |                  | 0.00             |
|          |          |                 |                                |                                                         |                  | 0.00             |
|          |          |                 |                                |                                                         |                  | 0.00             |
|          |          |                 |                                |                                                         |                  | 0.00             |

|                                                                                     |                                                    |               |                  |
|-------------------------------------------------------------------------------------|----------------------------------------------------|---------------|------------------|
| Notes<br><b>Extend contract terms to December 31, 2021 and for additional funds</b> | Applicable Terms and Conditions<br><b>Contract</b> | Sub Total:    | <b>36,219.00</b> |
|                                                                                     |                                                    | Tax:          |                  |
|                                                                                     |                                                    | Freight:      |                  |
|                                                                                     |                                                    | <b>Total:</b> | <b>36,219.00</b> |

| APPROVAL SIGNATURE                                                            | APPROVAL DATE      | REVIEWER INITIALS | REVIEW DATE        |
|-------------------------------------------------------------------------------|--------------------|-------------------|--------------------|
| Department Head<br><i>Steve Erickson</i><br>DocuSigned by: 2278381D96134D7... | <b>Dec-22-2020</b> | <b>SB</b>         | <b>Dec-18-2020</b> |
| Finance Director<br><i>[Signature]</i><br>DocuSigned by: D9F94EEB50844F3...   | <b>Dec-22-2020</b> | <b>CS</b>         | <b>Dec-21-2020</b> |
| City Manager<br><i>Ashwini Kantak</i><br>DocuSigned by: 0CF42D4A9C804E4...    | <b>Dec-28-2020</b> | <b>VM</b>         | <b>Dec-18-2020</b> |

Terms of the Contract  
(must be completed)

|                                                                                                    |                                                                                                                             |                                 |
|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Solicitation process required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | If conducted, total number of Proposals/ Bids received: <b>1</b>                                                            | Release Date: <b>12/18/2018</b> |
| Initial Not-to-Exceed Contract Amount<br><b>\$193,183.00</b>                                       | Start Date: <b>02/20/2019</b> End Date: <b>12/30/2020</b> Extend to Date: <b>12/31/2021</b>                                 |                                 |
| Previous Amendments' Contract Amount (if any)<br><b>\$0.00</b>                                     | Did the Contract/ Amendment go to Council for Approval? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                                 |
| Current Amendment Contract Amount (if any)<br><b>\$36,219.00</b>                                   | If yes, on what date? <b>10/20/2020</b>                                                                                     |                                 |
| Total Contract Amount with Amendments<br><b>\$229,402.00</b>                                       |                                                                                                                             |                                 |

## For Accounting Use Only

|                     |                 |                  |                                |
|---------------------|-----------------|------------------|--------------------------------|
| Signature Approval: | Commodity Code: | Agreement Dated: | If Depreciable, Use PO #: (EQ) |
| CIP Budget Check:   | Ship to Code:   | Batch #:         | Insurance Expires:             |
| Acct. Code Check:   | PO Entered on:  | PO #:            | PO Entered by:                 |

AP Received: *ap*

Revised 09/09/2



**AMENDMENT NO. 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS AND**  
**ALTA PLANNING + DESIGN INC.**

**FOR**  
**TRAILS AND BIKEWAY PEDESTRIAN MASTER PLAN UPDATE**  
Dec-28-2020

This Amendment No. 2 is entered into this \_\_\_\_ day of October 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and Alta Planning + Design Inc., a California corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 2.

**RECITALS:**

WHEREAS, on February 20, 2019, the Parties entered into a Professional Services Agreement for Trails and Bikeway Pedestrian Master Plan Update (the "Agreement") for the maximum amount of \$193,183.00, and with a term period of February 20, 2019 to June 30, 2020; and

WHEREAS, on May 19, 2020, the Parties entered into Amendment No. 1 to the Agreement, which extended the end date of the term period to December 30, 2020; and

WHEREAS, the Parties now desire to further amend the Agreement to increase the compensation amount by \$36,219.00, extend the term period end date through December 31, 2021, and revise the Scope of Work and Project Budget accordingly.

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

1. Section 2. Compensation, subsection b. - the first line is hereby amended to read as follows: "In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Two Hundred and Twenty-Nine Thousand Four Hundred Two Dollars and Zero Cents (\$229,402.00)."
2. Section 5. Term of Performance- the first line is hereby amended to read as follows: "The term of this agreement shall be from **February 20, 2019** to **December 31, 2021**, unless earlier terminated as provided herein."
3. **Exhibit A** (Scope of Services) to the Agreement is deleted and replaced with **Exhibit A-1** (Scope of Services), attached hereto and incorporated herein.
4. **Exhibit B** (Fee and Schedule of Charges/Payments) to the Agreement is deleted and replaced with **Exhibit B-1** (Fee and Schedule of Charges/Payments), attached hereto and incorporated herein.
5. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

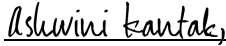
Alta Planning + Design

**SIGNATURE PAGE OF AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
ALTA PLANNING + DESIGN INC.**

**CITY OF MILPITAS**

*Approved By:*

DocuSigned by:



Steven G. McHarris, City Manager

Dec-28-2020

Date

*Approved As To Form:*

DocuSigned by:



Christopher J. Diaz, City Attorney

*Approved:*

DocuSigned by:



Walter C. Rossmann, Risk  
Manager/Director of Finance

*Approved As To Content:*

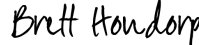
DocuSigned by:



Steve Erickson, Engineering Director/City  
Engineer

**ALTA PLANNING + DESIGN INC.**

DocuSigned by:



Signature Brett Hondorp

Name

President

Title

Dec-22-2020

Date

DIR Registration Number (If  
Applicable)

## Milpitas Trails Master Plan Update and Bikeway &amp; Pedestrian Master Plan Update

## Execution Plan (Scope of Services/Work)

This project will update two plans for the City of Milpitas – a citywide Trail Plan and a Bicycle and Pedestrian Master Plan. These plans for the City of Milpitas that provides a vision and action plan for the City to improve safe and convenient travel by active transportation modes in Milpitas.

### Task 1. Kick-Off and Administration

#### Task 1.1 Kick off and Administration

Alta will plan and facilitate a project kick-off meeting and stakeholder strategy session to clarify the project scope, background, and priorities. At the conclusion of this meeting, Alta will develop a final project management plan, including a data request memo and a proposed public engagement plan.

Throughout the project, there will be ongoing coordination between Alta's project manager and the City of Milpitas project manager – including email, phone and written communication to keep the City up-to-date on Plan development. Alta will conduct monthly project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

The kick-off meeting will address:

- City's goals, visions, objectives, expectations
- Key issues, opportunities, and areas of concern
- Revisions (if needed) of project scope, deliverables, and budget
- Public outreach and agency coordination
- Data or information needed to be provided by the City
- Project Milestone and Deliverable Schedule

#### Task 1.2 Coordination with Neighboring Jurisdictions

During the course of the project, Alta will coordinate with the cities of Fremont and San Jose, and the Valley Transportation Authority (VTA) to ensure that the proposed improvements for Milpitas are well integrated into the regional bicycle and pedestrian networks. Alta will attend up to 6 meetings with these partners, either individually or in groups as appropriate.

#### *Deliverables*

- Final project management plan
- Monthly meeting notes
- Agenda and notes for coordination meetings with neighbors and partners

### Task 2. Assess Existing Conditions & Research

#### TASK 2.1 EXISTING CONDITIONS

Alta will submit a data request memo to the City, ensuring we have all available relevant data, plans, policies, and regulations currently available. Alta will review Milpitas's existing bicycle and pedestrian facilities and supporting infrastructure using data provided by the City. This includes:

- Pedestrian, bikeway, and trail inventory, including sidewalks, crosswalks, and bikeways.
- Roadway characteristic data provided by the City, County, or Caltrans staff (including number of travel lanes, roadway/travel lane width, speed limits/speed survey data, and traffic volume data (as available)).
- Existing and proposed land use data available from the City.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- Demographic data (population, employment, and other information) from the Census, including from the American Community Survey.
- Points of interest and key destinations, including commercial areas, schools, parks, transit stations and stops, and others.

Selective fieldwork will be conducted to verify critical elements of the City's existing facilities in person, supported by a review of available aerial photography and/or Google StreetView.

Alta will develop a set of maps, tables, and narrative that describe the existing bicycle and pedestrian network and conditions.

### TASK 2.2 DOCUMENT REVIEW

Alta will also review existing plans and studies from partners of neighboring jurisdictions, including bicycle, pedestrian, and trail plans from the cities of San Jose and Fremont, studies from VTA including the Tasman Complete Streets Plan, Countywide Bicycle and Pedestrian Plan, and transit access and planning studies. Information from the Caltrans District 4 Bike Plan developed by Alta will also be integrated into this process.

### TASK 2.3 PROGRAMS REVIEW

Alta will facilitate a meeting with City Parks and Recreation, City Police and other City agencies and local partners that provide existing bicycle and pedestrian programs in the City. Alta will document existing programs including Safe Routes to Schools (SRTS) programs, recreational programs and events run by the City, and any other efforts to encourage or educate residents of Milpitas on biking and walking safely.

The existing conditions, document review and programs review will be integrated into existing conditions chapters for the two plans.

### TASK 2.4 BICYCLE AND PEDESTRIAN COUNTS (OPTIONAL)

Alta will contract with a data collection vendor to collect bicycle and pedestrian counts at up to 10 locations. Counts will be collected during AM and PM peak periods on 3 weekdays at each location.

#### *Deliverables*

- Data request memo (provided at kick off meeting)
- Maps, data tables, and narrative summarizing the existing network and prior plans
- Bicycle and pedestrian counts (optional)

## Task 3. Community Outreach

### TASK 3.1 PUBLIC OUTREACH AND ENGAGEMENT STRATEGY

As the City of Milpitas considers modifications to its physical infrastructure, it is critical to involve citizens and stakeholders in the process. Early and sustained involvement helps make a successful project, but drawn out schedules can sap the interest of all but most the serious advocates.

Alta will develop a detailed Public Outreach and Engagement Strategy that describes proposed events and identifies the schedule and key considerations for each event. This document will describe (1) the goals of the engagement effort, (2) the key audiences to reach within the City, and (3) the strategies (meetings, advertising, and other efforts), to reach these audiences.

Alta will continue to update the engagement strategy as the planning process continues, updating lists of stakeholders and other participants and identifying additional activities as needed to support the plan.

### TASK 3.2 COMMUNITY INPUT MAP

Alta will provide the City with an online interactive community input map that allows the public to identify priority destinations for walking and biking, routes they would like to see improved, and similar information.



## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

The map allows users to comment on input from other users, allowing for a dialogue among residents. Alta has developed a technology to support online map input that works well on computers, tablets and phones. The map will be up through the completion of Task 4 and can be continued through the length of the project if desired by the City.

### TASK 3.3 COMMUNITY MEETINGS

Alta will facilitate four community meetings during the course of the project to highlight the two plans, focused on providing the public with tangible products that require public engagement. We propose to organize the outreach events around the following phases:

- **Needs Workshop.** We propose to conduct a set of public workshops that presents the findings of the existing conditions (Task 2) and the needs assessment (Task 4). The workshop will present the existing network and programs, gather feedback on network gaps and areas of concern, and review data on safety concerns, connectivity, and other factors. These two workshops could focus on each plan individually or cover both plans and be held in different areas of the City.
- **Recommendations/Draft Plan.** We propose to conduct a second set of workshops that presents draft recommendations for projects and programs for both the Trails Master Plan and the Bicycle and Pedestrian Plan. This second set of workshops will be conducted when all of the materials for the draft plans are ready, but with enough time to make modifications to the identified project needs and the project prioritization process (Task 5). Again, workshops can be held to focus on a single plan or can cover both plans at meetings in two different locations.

All public meeting input will be captured in a working paper and summarized in a chapter of the Plan.

### TASK 3.4 POP UP EVENTS (OPTIONAL TASK)

Given the challenges of drawing interest to public meetings, we recommend considering conducting additional public outreach events that meet the public where they are. This may include farmers markets, community festivals, or other community gathering spots. We have found this approach to be very successful for engaging a broader cross-section of the community, including those who may be interested in walking and bicycling but who are not interested in attending public meetings.

For this optional task, Alta would conduct up to four pop-up meetings, which may include:

- Booths at community events
- A bicycling and walking tour of existing trails or on-street infrastructure or proposed projects

#### *Deliverables*

- Final public engagement strategy describing goals of the outreach and proposed events
- Community input map
- Public meeting materials, including input boards, presentations, comment cards, and similar opportunities
- Working paper that describes the various input methods and all of the input received
- Optional pop up meeting plan, materials, and summaries

## Task 4. Identify Gaps and Needs

Alta will conduct a detailed assessment of gaps and needs for trails, on-street bicycle facilities, and pedestrian facilities. This assessment will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify key pedestrian and bicycling areas based on demand and supply variables.

Our approach to this analysis includes:

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- **Safety Analysis.** Alta will use data from the Statewide Integrated Traffic Records System (SWITRS) or local police data to identify where there have been collisions, injuries, and fatalities involving people walking and biking in Milpitas.
- **Demand Analysis.** Alta will use data about existing and proposed land use, trips, and others to identify where there is high demand for biking and walking in Milpitas. This will consider access to transit, schools, work, commercial destinations, and others. It will also make use of data from the VTA travel demand model to identify existing trips patterns that may be able to be served by trails, bike, and pedestrian infrastructure
- **Connectivity Analysis.** Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation. This analysis will include rating existing bikeway facilities for level of traffic stress (LTS) and pedestrian facilities for pedestrian level of service (PLOS). It will also consider how Milpitas bicycle, pedestrian and trail networks connect to the City's neighbors.
- **Design Review.** Alta will use best practices in trail, bicycle and pedestrian facility design to inform the review of existing facilities and identification of needs. Alta has helped develop many of these guides, including the NACTO Urban Bikeway Design Guide and the FHWA Small Town and Rural Multimodal Networks guide. Alta will use these, along with the dozens of design guides we have produced for local agencies to help inform this review.

Alta will use these analyses to identify:

- New Trail opportunities along creeks, other infrastructure right-of-ways, or adjacent to public street right of ways
- Gaps in existing bicycle networks, such as disconnected bike networks, intersection crossing needs and other conflict points,
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas of pedestrian activities or at crossings of streets and other public right-of-ways
- Potential enhancements to trails and bicycle and pedestrian facilities to meet design standards
- Needs for bicycle facilities, such as bicycle parking, repair stations and other
- Needs for pedestrian amenities, such as benches, shelters, plantings and others

Alta will produce a series of maps, tables, and narrative that describe gaps and needs, developing chapters for the two plans that synthesize this information into critical needs and gaps that can be addressed by the City. Information from the public outreach process will also be integrated into this process.

### *Deliverables*

- Plan chapters summarizing needs, including maps, tables, and narrative

## Task 5. Recommended Projects and Facility Improvements

### TASK 5.1 PROJECT RECOMMENDATIONS

The core of the plan will identify recommended projects for future implementation. This task will provide Milpitas with a list of projects, a method to prioritize projects, and identification of funding sources to support future projects. Based on the needs analysis and public and stakeholder input, Alta will develop a recommended network that includes trails, bicycle and pedestrian facilities. These networks will be developed for each plan considering the unique elements appropriate to that plan.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

The Trails Master Plan will focus on trail improvements and new trails that help produce a trail system for the City. This will address trail width, materials, accommodation of bicyclists and pedestrians, access to parks and other recreational destinations, and identify needed amenities to support the overall network. The plan will also address and identify potential improvements to trail crossings, including use of physical infrastructure, striping, and signal strategies to improve safety and comfort for trail users.

The Bicycle and Pedestrian Master Plan will provide a blueprint for implementing bicycle and pedestrian infrastructure. It will integrate many elements of the Trails Master Plan as trails are a critical element in an overall bicycle and pedestrian network. It will also identify needed on-street bicycle facilities and facility improvements and will identify pedestrian improvements, including potential crossing improvements that can help improve the safety of people walking in the City.

### TASK 5.2 PROJECT PRIORITIZATION

Alta will prepare a robust framework for evaluating projects using a qualitative process that is organized around the Plan's goals and objectives. Typical project evaluation criteria include:

- **Public Support.** The project provides a significant improvement to a community identified challenge area.
- **Safety.** The project addresses safety concerns such as reported collisions or areas of high risk.
- **Connectivity.** The project improves overall network connectivity or provides access to key destinations.
- **Transit Support:** The project provides an improved connection to transit.
- **Quality.** The project type is appropriate for the context, providing low stress travel for people walking and biking.
- **Feasibility.** The extent of project constraints in terms of right-of-way acquisition, impacts on traffic operations, cost, and other factors.

Alta will work with the City to finalize the criteria and evaluation method and apply these to the projects and will present the proposed process to City residents in the second set of workshops. These will be applied to the proposed projects from each plan and used to help identify priorities.

Alta will also develop an implementation strategy that identifies potential funding opportunities – including local, regional, and statewide funding – and applies those to each project. This will help the City identify both priorities and appropriate methods for implementation, including relevant funding sources.

### TASK 5.3 PROGRAMS RECOMMENDATIONS

The Alta team will develop specific program recommendations in coordination with implementing agencies. Alta is the only bicycle and pedestrian planning firm with a department dedicated to planning and implementing education and encouragement components of active transportation programs including workshops, contests, and other promotional activities. The Alta team will utilize our expertise in developing and leading Transportation Demand Management (TDM) and other active transportation programs to develop a customized and achievable set of recommendations. Enforcement and safety recommendations may also include ways to improve safety along bike/pedestrian trails using guidelines and policies for neighboring vacant land development that will provide 'eyes-on' the trail and other crime prevention techniques.

### TASK 5.4. DRAFT AND FINAL PLAN DOCUMENTS

Alta will develop administrative draft plans for both the Trails Master Plan and the Bikeway and based on the work conducted in prior tasks. The objective of this task is to produce a simple but useful plan that captures existing conditions, a future vision for bicycle and pedestrian accommodation in Milpitas, and the implementation steps needed to get to that vision (including priority and timing).

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

Alta will revise the administrative draft plans into public draft plans based on a consolidated, consistent set of comments from the City. The public draft plans will be posted for review by the public and Alta will work with the City to provide opportunities to receive feedback on the draft.

Alta will compile the comments received from the public into a matrix with a proposed disposition for each comment. Similar comments will be grouped for easier review. Alta will meet with the City to review this matrix and revise the disposition matrix. After completing that review, Alta will develop a Final Draft Plan for the City to review and will make necessary updates to the Final Plan after review by the City.

Alta will present the final plans to the City Council or other appropriate bodies and make minor modifications as needed to achieve adoption of the plans.

### TASK 5.5 PROJECT CUT SHEETS (OPTIONAL TASK)

For a up to 10 priority projects identified by the City, Alta will create project cut sheets that capture:

- Summary information about the project – location, improvement characteristics
- Existing and proposed cross section
- A rendering or photosimulation that provides an easy means to understand the future project
- Information on potential tradeoffs required to implement the project (e.g., impacts to parking, vehicle lanes, etc.)

These cut sheets are often useful to support grant applications and to provide decision makers and the public with clear information about proposed priority improvements.

### TASK 5.6. DESIGN GUIDELINES

Alta will develop design guidelines to reflect changes in best practices and in coordination with the City's policies. Design guidelines will include the following:

- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk Prioritization Policy
- Creek Trail standards

Alta will develop a set of design guidelines tailored to the unique context of the City of Milpitas, using images and information on local infrastructure that provides the City with a resource to implement ongoing bicycle and pedestrian design solutions as part of project opportunities that arise from other projects such as new development, the new BART station, or regular street resurfacing.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

# Combined Plan + Second Administrative Draft Review

This document describes an additional task that will combine the separate Bicycle & Pedestrian Master Plan Update and Trail Master Plan Update into a single document. This amendment also includes a second Administrative Draft Review and associated edits.

## Task 7. Planning Document Development

Incorporating comments provided on the Administrative Drafts for the Bicycle & Pedestrian Master Plan and Trail Master Plan, Alta will combine the two draft plans into a single document. The resulting document will incorporate previously-drafted content to the extent possible and eliminate redundancies. The final structure of the document will be determined in conjunction with the City prior to beginning edits.

This task includes a second round of Administrative Draft Review (for the combined plan) and associated edits prior to development of the Public Draft. For the Administrative Draft we assume one (1) round of review by City staff and no Executive Team review. Edits to the Administrative Draft will be based on one set of consolidated, consistent city comments and will be incorporated into the Public Draft plan.

### *Deliverables*

- Administrative Draft Bicycle, Pedestrian, and Trail Master Plan Update (combined single document)
- One (1) round of edits on Administrative Draft Plan, based on consolidated city comments
- Public Draft Bicycle, Pedestrian, and Trail Master Plan Update (combined single document)

## Public Draft Plan Engagement

This document describes an additional task that supports additional public engagement for the Public Plan comment period. These tasks are in addition to the remaining Task 3 Engagement activities.

## Task 8. Public Draft Plan Engagement

### Task 8.1 Virtual Open House

Alta will develop and host a Virtual Open House that will provide information on project activities to date and an overview of the Draft Plan. Anticipate content for the Virtual Open House includes: existing conditions, previous public engagement, and recommendations development. The purpose of the Virtual Open House will be to provide a succinct overview of the planning process and draft plan and to also gather public feedback about the plan. This task includes the following components:

- Alta will develop Virtual Open House content, including text, maps, charts, and tables. Content will rely on existing plan elements when possible. Alta will provide an outline of content for review prior to developing the website pages and layout.
- Alta will develop the Virtual Open House platform. The Virtual Open House will use the Plan look and feel, including color palette and mapping style. The platform will be interactive and include up to five interactive elements, such as voting, survey functions, or a comment form.
- The City will have the opportunity to review and share internally for the purposes of review and testing. One round of client review of the Virtual Open House platform is included, with modification based on a consolidated set of comments prior to launch.
- Alta will launch the Virtual Open House and provide operational support.

### *Task 8.1 Deliverables*

- One Virtual Open House Draft Content, including text, maps, charts and tables
- One round of edits on the Virtual Open House Draft Content, based on consolidated city comments
- Draft Virtual Open House platform
- One round of edit on the Virtual Open House platform based on consolidated city comments

## EXHIBIT B-1

## Fee &amp; Schedule of Charges/Payments

The Designer shall be paid on a time and materials basis for all Services rendered up to the not-to-exceed Total Compensation. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be calculated on a time and materials basis and made based upon the percentage of task completed in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, method for computing the amount payable, percentage of task completed, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The total amount paid to Designer shall never exceed the Total Compensation without the prior written approval of City.

Fee Schedule/Project Budget attached to this Exhibit B-1.

EXHIBIT B1

Project Budget

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

| TASK                                            | Alta Planning + Design |                 |                |           |                    |                   |              | Task Hours | Total Task Fee |
|-------------------------------------------------|------------------------|-----------------|----------------|-----------|--------------------|-------------------|--------------|------------|----------------|
|                                                 | Principal-in-Charge    | Project Manager | Senior Planner | Engineer  | Designer/ Graphics | Planner/ Outreach | GIS          |            |                |
|                                                 | Hugh Louch             | Jeff Knowles    | Beth Martin    | Joe Paull | Ryan Booth         | Ben Frazier       | Lisa Schroer |            |                |
| 2019 Hourly Rate**                              | \$275                  | \$193           | \$112          | \$122     | \$104              | \$104             | \$104        |            |                |
| 1 Kick-Off and Administration                   | 4                      | 28              | 35             | 0         | 0                  | 0                 | 0            | 67         | \$10,424       |
| 1.1 Kick-Off and Administration                 | 2                      | 16              | 20             |           |                    |                   |              | 38         | \$5,878        |
| 1.2 Coordination with Neighboring Jurisdictions | 2                      | 12              | 15             |           |                    |                   |              | 29         | \$4,546        |
| 2 Assess Existing Conditions & Research         | 4                      | 10              | 28             | 0         | 0                  | 40                | 24           | 106        | \$12,822       |
| 2.1 Existing Conditions                         | 2                      | 4               | 12             |           |                    | 16                | 24           | 58         | \$6,826        |
| 2.2 Document Review                             | 1                      | 2               | 8              |           |                    | 12                |              | 23         | \$2,805        |
| 2.3 Programs Review                             | 1                      | 4               | 8              |           |                    | 12                |              | 25         | \$3,191        |
| 3 Community Outreach                            | 13                     | 37              | 54             | 0         | 0                  | 56                | 18           | 178        | \$24,460       |
| 3.1 Public Outreach and Engagement Strategy     | 1                      | 4               | 4              |           |                    | 8                 |              | 17         | \$2,327        |
| 3.2 Community Input Map                         |                        | 1               | 2              |           |                    | 8                 | 2            | 13         | \$1,457        |
| 3.3 Community Workshops                         | 12                     | 32              | 48             |           |                    | 40                | 16           | 148        | \$20,676       |
| 4. Identify Gaps and Needs                      | 8                      | 16              | 36             | 0         | 0                  | 40                | 31           | 131        | \$16,704       |
| 4.1 Identify Gaps and Needs                     | 8                      | 16              | 36             |           |                    | 40                | 31           | 131        | \$16,704       |
| 5. Recommended Projects & Facility Improvements | 26                     | 84              | 176            | 24        | 48                 | 204               | 144          | 706        | \$87,186       |
| 5.1 Project Recommendations                     | 4                      | 20              | 40             | 24        |                    | 64                | 80           | 232        | \$27,344       |
| 5.2 Project Prioritization                      | 4                      | 16              | 40             |           |                    | 40                | 24           | 124        | \$15,324       |
| 5.3 Programs Recommendations                    | 2                      | 8               | 16             |           |                    | 20                |              | 46         | \$5,966        |
| 5.4 Draft and Final Plan Documents              | 16                     | 40              | 80             |           | 48                 | 80                | 40           | 304        | \$38,552       |
| Staff Hours                                     | 55                     | 175             | 329            | 24        | 48                 | 340               | 217          | 1188       | \$151,596      |
| Web Input Map                                   |                        |                 |                |           |                    |                   |              |            | \$2,000        |
| Reimbursable Expenses & Travel                  |                        |                 |                |           |                    |                   |              |            | \$950          |
| Project Total                                   | \$15,125               | \$33,775        | \$36,848       | \$2,928   | \$4,992            | \$35,360          | \$22,568     |            | \$154,546      |
| Additional Servcies Previously Added            |                        |                 |                |           |                    |                   |              |            | \$38,637       |
| Project Total + As-Needed Services              |                        |                 |                |           |                    |                   |              |            | \$193,183      |
| 5.6. Design Guidelines                          |                        |                 |                |           |                    |                   |              |            | \$11,092       |
| 7.1 Planning Document Development               |                        |                 |                |           |                    |                   |              |            | \$14,925       |
| 8.1 Public Draft Engagement                     |                        |                 |                |           |                    |                   |              |            | \$10,202       |
| Total Additional Tasks                          |                        |                 |                |           |                    |                   |              |            | \$36,219       |
| New Project Total                               |                        |                 |                |           |                    |                   |              |            | \$229,402      |

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

\*\* Hourly rates are for calendar year 2019, and will be adjusted if work is continued into subsequent year(s).

\*\*\* Includes \$10,000 in direct costs for count collection

Additional Services previously added:

- Additional outreach, agency coordination, and pop-up events
- Analysis and recommended guidlines for bike/scooter share



## City of Milpitas

### Purchase Order Requisition

| Date Requested<br><b>5/14/2020</b>                                                                                  |          | Requesting Department<br><b>Engineering</b>                        |                                                    | Requestor<br><b>Fanny Yu</b>                                                                                                |               | Extension<br><b>x3318</b>                 |             |
|---------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------|-------------|
| Contract Name/ Description<br><b>Trails and Bikeway Pedestrian Master Plan Update</b>                               |          |                                                                    |                                                    |                                                                                                                             |               |                                           |             |
| Vendor Number<br><b>16753</b>                                                                                       |          | Vendor Name<br><b>Alta Planning + Design, Inc.</b>                 |                                                    | Vendor Email<br><b>christopherbuckingham@altaplanning.</b>                                                                  |               | Vendor Telephone<br><b>(503) 230-9862</b> |             |
| Vendor Address<br><b>711 SE Grand Ave. Portland, OR 97214</b>                                                       |          |                                                                    |                                                    | Ship to Address<br><b>N/A</b>                                                                                               |               |                                           |             |
| Item                                                                                                                | Quantity | Unit of Measure                                                    | Description                                        | Account Number: Fund- Function- Expenditure/ CP/ PG/ GT                                                                     | Unit Price    | Extended Price                            |             |
| <b>1</b>                                                                                                            | <b>1</b> | <b>Lot</b>                                                         | <b>Amendment No. 1 to PSA</b>                      | <b>CP 3448-2-4237</b>                                                                                                       | <b>0.00</b>   | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    | <b>to extend contract by 6 months.</b>             |                                                                                                                             |               | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             |               | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             |               | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             |               | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             |               | <b>0.00</b>                               |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             |               | <b>0.00</b>                               |             |
| Notes<br><b>Additional 6 month of time allotted to complete the Trails, Bikeway/Pedestrian Master Plan Updates.</b> |          |                                                                    | Applicable Terms and Conditions<br><b>Contract</b> |                                                                                                                             | Sub Total:    |                                           | <b>0.00</b> |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             | Tax:          |                                           |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             | Freight:      |                                           |             |
|                                                                                                                     |          |                                                                    |                                                    |                                                                                                                             | <b>Total:</b> |                                           | <b>0.00</b> |
| Department Head                                                                                                     |          | APPROVAL SIGNATURE<br><i>DocuSigned by: Steve Erikson</i>          |                                                    | APPROVAL DATE<br><b>May-15-2020</b>                                                                                         |               | REVIEW DATE<br><b>May-15-2020</b>         |             |
| Finance Director                                                                                                    |          | DocuSigned by: 2279381D96134B7...                                  |                                                    | <b>May-15-2020</b>                                                                                                          |               | DocuSigned by: 2320D4710B2540B...         |             |
| City Manager                                                                                                        |          | DocuSigned by: D9F94EEB50844F3...                                  |                                                    | <b>May-19-2020</b>                                                                                                          |               | DocuSigned by: 14A9237025FA441...         |             |
|                                                                                                                     |          | DocuSigned by: 0CE43D4A0C804F4...                                  |                                                    |                                                                                                                             |               | DocuSigned by: 0644D123A064F449...        |             |
| <b>Terms of the Contract</b>                                                                                        |          | Start Date: <b>02/20/2019</b>                                      |                                                    | End Date: <b>06/30/2020</b>                                                                                                 |               | Extend to Date: <b>12/30/2020</b>         |             |
| Solicitation process required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                  |          | If conducted, total number of Proposals/ Bids received: <b>N/A</b> |                                                    |                                                                                                                             |               | Release Date: <b>N/A</b>                  |             |
| Initial Not-to-Exceed Contract Amount                                                                               |          | <b>193,183.00</b>                                                  |                                                    | Did the Contract/ Amendment go to Council for Approval? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |               |                                           |             |
| Previous Amendments' Contract Amount (if any)                                                                       |          |                                                                    |                                                    | If yes, on what date? <b>N/A</b>                                                                                            |               |                                           |             |
| Current Amendment Contract Amount (if any)                                                                          |          |                                                                    |                                                    |                                                                                                                             |               |                                           |             |
| Total Contract Amount with Amendments                                                                               |          | <b>193,183.00</b>                                                  |                                                    |                                                                                                                             |               |                                           |             |
| <b>For Accounting Use Only</b>                                                                                      |          |                                                                    |                                                    |                                                                                                                             |               |                                           |             |
| Signature Approval:                                                                                                 |          | Commodity Code:                                                    |                                                    | Agreement Dated:                                                                                                            |               | If Depreciable, Use PO #: (EQ)            |             |
| CIP Budget Check:                                                                                                   |          | Ship to Code:                                                      |                                                    | Batch #:                                                                                                                    |               | Insurance Expires:                        |             |
| Acct. Code Check:                                                                                                   |          | PO Entered on:                                                     |                                                    | PO #:                                                                                                                       |               | PO Entered by:                            |             |

AP Received: *Jessica Wutzke* This Purchase Order is subject to the attached terms and conditions  
 May-19-2020  
 2B2C020A730C4C3...

Revised 4/7/2020





**AMENDMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS AND**  
**ALTA PLANNING + DESIGN, INC.**  
**FOR**  
**TRAILS AND BIKEWAY PEDESTRIAN MASTER PLAN UPDATE**

This Amendment No. 1 is entered into this \_\_\_\_<sup>19th</sup> day of May 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **Alta Planning + Design, Inc.**, a California Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 1.

**RECITALS:**

WHEREAS, on February 20, 2019, the Parties entered into a Professional Services Agreement for the Trails and Bikeway Pedestrian Master Plan Update (the "Agreement") for the maximum amount of \$193,183.00, and with a term period of February 20, 2019, to June 30, 2020; and

WHEREAS, the Parties now desire to amend the Agreement to extend the term period by six months.

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

1. The first sentence of Section 5. Term is hereby amended to read as follows:

"The term of this Agreement shall be from **February 20, 2019** to **December 30, 2020**, unless earlier terminated as provided herein."

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

[SIGNATURES ON THE FOLLOWING PAGE]

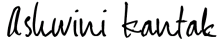
**SIGNATURE PAGE OF AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
ALTA PLANNING + DESIGN, INC.**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

**CITY OF MILPITAS**

*Approved By:*

DocuSigned by:



Steven G. McHarris, Interim City  
Manager

May-19-2020

Date

*Approved As To Form:*

DocuSigned by:



Christopher J. Diaz, City Attorney

*Approved:*

DocuSigned by:



Walter C. Rossmann, Risk  
Manager/Director of Finance

*Approved As To Content:*

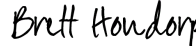
DocuSigned by:



Steve Erickson, Engineering  
Director/City Engineer

**Alta Planning + Design, Inc.**

DocuSigned by:



Signature

Brett Hondorp

Name

President

Title

May-15-2020

Date

5/15/2020

DIR Registration Number (If  
Applicable)

**CITY OF MILPITAS  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of February 20, 2019 ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and Alta Planning + Design Inc., a corporation with its principal place of business at 711 SE Grand Ave., Portland, OR 97214 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

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

Trails and Bikeway Pedestrian Master Plan Update (hereinafter referred to as "the Project").

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

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

**AGREEMENT**

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

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$193,183**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. Term of Performance

The term of this Agreement shall be from **February 20, 2019 to June 30, 2020**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon the commencement date of the term of this Agreement set forth above.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code

Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

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

19. Organization

Consultant shall assign **Jeff Knowles** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. Notice

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

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Fanny Yu

Engineering

CONSULTANT:

Alta Planning + Design, Inc.

711 SE Grand Ave

Portland, OR 97214

Attn: Hugh Louch C/O

Contract Administrator

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Wage Theft Prevention

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

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

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



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

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

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

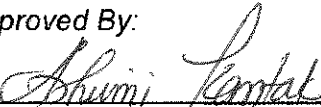
**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MILPITAS  
AND ALTA PLANNING + DESIGN, INC.**

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

**CITY OF MILPITAS**

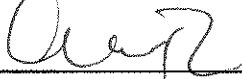
Approved By:



Julie Edmonds-Mares  
City Manager

3/15/19  
Date

Approved As To Form:



Christopher J. Diaz  
City Attorney

Approved As To Scope:



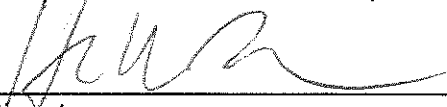
Jane Corpus  
Interim Director of Finance

Approved As To Content:



Steven P. Erickson  
Engineering Director/City Engineer

**ALTA PLANNING + DESIGN, INC.**



Signature

Hugh Louch

Name

Vice President, as duly authorized

Title

March 8, 2019

Date

DIR Registration Number (If Applicable)

## EXHIBIT A

### Scope of Services

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

# Execution Plan (Scope of Services/Work)

This project will update two plans for the City of Milpitas – a citywide Trail Plan and a Bicycle and Pedestrian Master Plan. These plans for the City of Milpitas that provides a vision and action plan for the City to improve safe and convenient travel by active transportation modes in Milpitas.

## Task 1. Kick-Off and Administration

### Task 1.1 Kick off and Administration

Alta will plan and facilitate a project kick-off meeting and stakeholder strategy session to clarify the project scope, background, and priorities. At the conclusion of this meeting, Alta will develop a final project management plan, including a data request memo and a proposed public engagement plan.

Throughout the project, there will be ongoing coordination between Alta's project manager and the City of Milpitas project manager – including email, phone and written communication to keep the City up-to-date on Plan development. Alta will conduct monthly project management meetings to review project status, schedule, and budget and provide meeting notes at the conclusion of each meeting.

The kick-off meeting will address:

- City's goals, visions, objectives, expectations
- Key issues, opportunities, and areas of concern
- Revisions (if needed) of project scope, deliverables, and budget
- Public outreach and agency coordination
- Data or information needed to be provided by the City
- Project Milestone and Deliverable Schedule

### Task 1.2 Coordination with Neighboring Jurisdictions

During the course of the project, Alta will coordinate with the cities of Fremont and San Jose, and the Valley Transportation Authority (VTA) to ensure that the proposed improvements for Milpitas are well integrated into the regional bicycle and pedestrian networks. Alta will attend up to 6 meetings with these partners, either individually or in groups as appropriate.

#### ***Deliverables***

- Final project management plan
- Monthly meeting notes
- Agenda and notes for coordination meetings with neighbors and partners

## Task 2. Assess Existing Conditions & Research

### TASK 2.1 EXISTING CONDITIONS

Alta will submit a data request memo to the City, ensuring we have all available relevant data, plans, policies, and regulations currently available. Alta will review Milpitas's existing bicycle and pedestrian facilities and supporting infrastructure using data provided by the City. This includes:

- Pedestrian, bikeway, and trail inventory, including sidewalks, crosswalks, and bikeways.
- Roadway characteristic data provided by the City, County, or Caltrans staff (including number of travel lanes, roadway/travel lane width, speed limits/speed survey data, and traffic volume data (as available)).
- Existing and proposed land use data available from the City.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- Demographic data (population, employment, and other information) from the Census, including from the American Community Survey.
- Points of interest and key destinations, including commercial areas, schools, parks, transit stations and stops, and others.

Selective fieldwork will be conducted to verify critical elements of the City's existing facilities in person, supported by a review of available aerial photography and/or Google StreetView.

Alta will develop a set of maps, tables, and narrative that describe the existing bicycle and pedestrian network and conditions.

### TASK 2.2 DOCUMENT REVIEW

Alta will also review existing plans and studies from partners of neighboring jurisdictions, including bicycle, pedestrian, and trail plans from the cities of San Jose and Fremont, studies from VTA including the Tasman Complete Streets Plan, Countywide Bicycle and Pedestrian Plan, and transit access and planning studies. Information from the Caltrans District 4 Bike Plan developed by Alta will also be integrated into this process.

### TASK 2.3 PROGRAMS REVIEW

Alta will facilitate a meeting with City Parks and Recreation, City Police and other City agencies and local partners that provide existing bicycle and pedestrian programs in the City. Alta will document existing programs including Safe Routes to Schools (SRTS) programs, recreational programs and events run by the City, and any other efforts to encourage or educate residents of Milpitas on biking and walking safely.

The existing conditions, document review and programs review will be integrated into existing conditions chapters for the two plans.

### TASK 2.4 BICYCLE AND PEDESTRIAN COUNTS (OPTIONAL)

Alta will contract with a data collection vendor to collect bicycle and pedestrian counts at up to 10 locations. Counts will be collected during AM and PM peak periods on 3 weekdays at each location.

#### ***Deliverables***

- Data request memo (provided at kick off meeting)
- Maps, data tables, and narrative summarizing the existing network and prior plans
- Bicycle and pedestrian counts (optional)

## Task 3. Community Outreach

### TASK 3.1 PUBLIC OUTREACH AND ENGAGEMENT STRATEGY

As the City of Milpitas considers modifications to its physical infrastructure, it is critical to involve citizens and stakeholders in the process. Early and sustained involvement helps make a successful project, but drawn out schedules can sap the interest of all but most the serious advocates.

Alta will develop a detailed Public Outreach and Engagement Strategy that describes proposed events and identifies the schedule and key considerations for each event. This document will describe (1) the goals of the engagement effort, (2) the key audiences to reach within the City, and (3) the strategies (meetings, advertising, and other efforts), to reach these audiences.

Alta will continue to update the engagement strategy as the planning process continues, updating lists of stakeholders and other participants and identifying additional activities as needed to support the plan.

### TASK 3.2 COMMUNITY INPUT MAP

Alta will provide the City with an online interactive community input map that allows the public to identify priority destinations for walking and biking, routes they would like to see improved, and similar information.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

The map allows users to comment on input from other users, allowing for a dialogue among residents. Alta has developed a technology to support online map input that works well on computers, tablets and phones. The map will be up through the completion of Task 4 and can be continued through the length of the project if desired by the City.

### TASK 3.3 COMMUNITY MEETINGS

Alta will facilitate four community meetings during the course of the project to highlight the two plans, focused on providing the public with tangible products that require public engagement. We propose to organize the outreach events around the following phases:

- **Needs Workshop.** We propose to conduct a set of public workshops that presents the findings of the existing conditions (Task 2) and the needs assessment (Task 4). The workshop will present the existing network and programs, gather feedback on network gaps and areas of concern, and review data on safety concerns, connectivity, and other factors. These two workshops could focus on each plan individually or cover both plans and be held in different areas of the City.
- **Recommendations/Draft Plan.** We propose to conduct a second set of workshops that presents draft recommendations for projects and programs for both the Trails Master Plan and the Bicycle and Pedestrian Plan. This second set of workshops will be conducted when all of the materials for the draft plans are ready, but with enough time to make modifications to the identified project needs and the project prioritization process (Task 5). Again, workshops can be held to focus on a single plan or can cover both plans at meetings in two different locations.

All public meeting input will be captured in a working paper and summarized in a chapter of the Plan.

### TASK 3.4 POP UP EVENTS (OPTIONAL TASK)

Given the challenges of drawing interest to public meetings, we recommend considering conducting additional public outreach events that meet the public where they are. This may include farmers markets, community festivals, or other community gathering spots. We have found this approach to be very successful for engaging a broader cross-section of the community, including those who may be interested in walking and bicycling but who are not interested in attending public meetings.

For this optional task, Alta would conduct up to four pop-up meetings, which may include:

- Booths at community events
- A bicycling and walking tour of existing trails or on-street infrastructure or proposed projects

#### ***Deliverables***

- Final public engagement strategy describing goals of the outreach and proposed events
- Community input map
- Public meeting materials, including input boards, presentations, comment cards, and similar opportunities
- Working paper that describes the various input methods and all of the input received
- Optional pop up meeting plan, materials, and summaries

## Task 4. Identify Gaps and Needs

Alta will conduct a detailed assessment of gaps and needs for trails, on-street bicycle facilities, and pedestrian facilities. This assessment will quantify factors that impact walking and bicycling activity, locate network gaps as potential projects, and identify key pedestrian and bicycling areas based on demand and supply variables.

Our approach to this analysis includes:

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

- **Safety Analysis.** Alta will use data from the Statewide Integrated Traffic Records System (SWITRS) or local police data to identify where there have been collisions, injuries, and fatalities involving people walking and biking in Milpitas.
- **Demand Analysis.** Alta will use data about existing and proposed land use, trips, and others to identify where there is high demand for biking and walking in Milpitas. This will consider access to transit, schools, work, commercial destinations, and others. It will also make use of data from the VTA travel demand model to identify existing trips patterns that may be able to be served by trails, bike, and pedestrian infrastructure
- **Connectivity Analysis.** Alta will use data about existing multimodal infrastructure to develop an understanding of how well destinations and areas of demand are connected for people who want to walk and bike for both transportation and recreation. This analysis will include rating existing bikeway facilities for level of traffic stress (LTS) and pedestrian facilities for pedestrian level of service (PLOS). It will also consider how Milpitas bicycle, pedestrian and trail networks connect to the City's neighbors.
- **Design Review.** Alta will use best practices in trail, bicycle and pedestrian facility design to inform the review of existing facilities and identification of needs. Alta has helped develop many of these guides, including the NACTO Urban Bikeway Design Guide and the FHWA Small Town and Rural Multimodal Networks guide. Alta will use these, along with the dozens of design guides we have produced for local agencies to help inform this review.

Alta will use these analyses to identify:

- New Trail opportunities along creeks, other infrastructure right-of-ways, or adjacent to public street right of ways
- Gaps in existing bicycle networks, such as disconnected bike networks, intersection crossing needs and other conflict points,
- Gaps in pedestrian networks, such as sidewalk gaps, crossing needs in areas of pedestrian activities or at crossings of streets and other public right-of-ways
- Potential enhancements to trails and bicycle and pedestrian facilities to meet design standards
- Needs for bicycle facilities, such as bicycle parking, repair stations and other
- Needs for pedestrian amenities, such as benches, shelters, plantings and others

Alta will produce a series of maps, tables, and narrative that describe gaps and needs, developing chapters for the two plans that synthesize this information into critical needs and gaps that can be addressed by the City. Information from the public outreach process will also be integrated into this process.

### ***Deliverables***

- Plan chapters summarizing needs, including maps, tables, and narrative

## **Task 5. Recommended Projects and Facility Improvements**

### **TASK 5.1 PROJECT RECOMMENDATIONS**

The core of the plan will identify recommended projects for future implementation. This task will provide Milpitas with a list of projects, a method to prioritize projects, and identification of funding sources to support future projects. Based on the needs analysis and public and stakeholder input, Alta will develop a recommended network that includes trails, bicycle and pedestrian facilities. These networks will be developed for each plan considering the unique elements appropriate to that plan.

## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

The Trails Master Plan will focus on trail improvements and new trails that help produce a trail system for the City. This will address trail width, materials, accommodation of bicyclists and pedestrians, access to parks and other recreational destinations, and identify needed amenities to support the overall network. The plan will also address and identify potential improvements to trail crossings, including use of physical infrastructure, striping, and signal strategies to improve safety and comfort for trail users.

The Bicycle and Pedestrian Master Plan will provide a blueprint for implementing bicycle and pedestrian infrastructure. It will integrate many elements of the Trails Master Plan as trails are a critical element in an overall bicycle and pedestrian network. It will also identify needed on-street bicycle facilities and facility improvements and will identify pedestrian improvements, including potential crossing improvements that can help improve the safety of people walking in the City.

### TASK 5.2 PROJECT PRIORITIZATION

Alta will prepare a robust framework for evaluating projects using a qualitative process that is organized around the Plan's goals and objectives. Typical project evaluation criteria include:

- **Public Support.** The project provides a significant improvement to a community identified challenge area.
- **Safety.** The project addresses safety concerns such as reported collisions or areas of high risk.
- **Connectivity.** The project improves overall network connectivity or provides access to key destinations.
- **Transit Support:** The project provides an improved connection to transit.
- **Quality.** The project type is appropriate for the context, providing low stress travel for people walking and biking.
- **Feasibility.** The extent of project constraints in terms of right-of-way acquisition, impacts on traffic operations, cost, and other factors.

Alta will work with the City to finalize the criteria and evaluation method and apply these to the projects and will present the proposed process to City residents in the second set of workshops. These will be applied to the proposed projects from each plan and used to help identify priorities.

Alta will also develop an implementation strategy that identifies potential funding opportunities – including local, regional, and statewide funding – and applies those to each project. This will help the City identify both priorities and appropriate methods for implementation, including relevant funding sources.

### TASK 5.3 PROGRAMS RECOMMENDATIONS

The Alta team will develop specific program recommendations in coordination with implementing agencies. Alta is the only bicycle and pedestrian planning firm with a department dedicated to planning and implementing education and encouragement components of active transportation programs including workshops, contests, and other promotional activities. The Alta team will utilize our expertise in developing and leading Transportation Demand Management (TDM) and other active transportation programs to develop a customized and achievable set of recommendations. Enforcement and safety recommendations may also include ways to improve safety along bike/pedestrian trails using guidelines and policies for neighboring vacant land development that will provide 'eyes-on' the trail and other crime prevention techniques.

### TASK 5.4. DRAFT AND FINAL PLAN DOCUMENTS

Alta will develop administrative draft plans for both the Trails Master Plan and the Bikeway and based on the work conducted in prior tasks. The objective of this task is to produce a simple but useful plan that captures existing conditions, a future vision for bicycle and pedestrian accommodation in Milpitas, and the implementation steps needed to get to that vision (including priority and timing).



## Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

Alta will revise the administrative draft plans into public draft plans based on a consolidated, consistent set of comments from the City. The public draft plans will be posted for review by the public and Alta will work with the City to provide opportunities to receive feedback on the draft.

Alta will compile the comments received from the public into a matrix with a proposed disposition for each comment. Similar comments will be grouped for easier review. Alta will meet with the City to review this matrix and revise the disposition matrix. After completing that review, Alta will develop a Final Draft Plan for the City to review and will make necessary updates to the Final Plan after review by the City.

Alta will present the final plans to the City Council or other appropriate bodies and make minor modifications as needed to achieve adoption of the plans.

### TASK 5.5 PROJECT CUT SHEETS (OPTIONAL TASK)

For a up to 10 priority projects identified by the City, Alta will create project cut sheets that capture:

- Summary information about the project – location, improvement characteristics
- Existing and proposed cross section
- A rendering or photosimulation that provides an easy means to understand the future project
- Information on potential tradeoffs required to implement the project (e.g., impacts to parking, vehicle lanes, etc.)

These cut sheets are often useful to support grant applications and to provide decision makers and the public with clear information about proposed priority improvements.

### TASK 5.6. DESIGN GUIDELINES (OPTIONAL TASK)

Alta will develop design guidelines to reflect changes in best practices and in coordination with the City's policies. Design guidelines will include the following:

- Bikeway, trail, and sidewalk recommended widths
- Bikeway and trail intersection guidance
- Bicycle detection recommendations
- Striping and signing recommendations
- Bicycle parking recommendations by land use type
- Pedestrian improvement standards, accessibility issues, and crosswalk Prioritization Policy
- Creek Trail standards

Alta will develop a set of design guidelines tailored to the unique context of the City of Milpitas, using images and information on local infrastructure that provides the City with a resource to implement ongoing bicycle and pedestrian design solutions as part of project opportunities that arise from other projects such as new development, the new BART station, or regular street resurfacing.

#### ***Deliverables***

- Long term vision for bicycle and pedestrian networks in Milpitas, including maps, tables, and narratives that capture all proposed improvements.
- Prioritized project list, including maps and tables that capture the top feasible priorities for the City
- Administrative Draft, Public Draft and Final Trails Master Plan
- Administrative Draft, Public Draft and Final Bicycle and Pedestrian Master Plan
- Presentation to City Council or committee to support adoption of the plan
- Optional cut sheets (10) for priority projects
- Optional Trail, Bicycle, and Pedestrian Design Guidelines for the City

## EXHIBIT B

### Fee & Schedule of Charges/Payments

The Designer shall be paid on a time and materials basis for all Services rendered up to the not-to-exceed Total Compensation. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be calculated on a time and materials basis and made based upon the percentage of task completed in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, method for computing the amount payable, percentage of task completed, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The total amount paid to Designer shall never exceed the Total Compensation without the prior written approval of City.

Fee Schedule attached to this Exhibit B.

## Project Budget

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update

| TASK                                                       | Alta Planning + Design |                 |                 |                |                    |                   |                 | Task Hours  | Total Task Fee   |
|------------------------------------------------------------|------------------------|-----------------|-----------------|----------------|--------------------|-------------------|-----------------|-------------|------------------|
|                                                            | Principal-in-Charge    | Project Manager | Senior Planner  | Engineer       | Designer/ Graphics | Planner/ Outreach | GIS             |             |                  |
|                                                            | Hugh Louch             | Jeff Knowles    | Beth Martin     | Joe Paull      | Ryan Booth         | Ben Frazier       | Lisa Schroer    |             |                  |
| 2019 Hourly Rate**                                         | \$275                  | \$193           | \$112           | \$122          | \$104              | \$104             | \$104           |             |                  |
| <b>1 Kick-Off and Administration</b>                       | <b>4</b>               | <b>28</b>       | <b>35</b>       | <b>0</b>       | <b>0</b>           | <b>0</b>          | <b>0</b>        | <b>67</b>   | <b>\$10,424</b>  |
| 1.1 Kick-Off and Administration                            | 2                      | 16              | 20              |                |                    |                   |                 | 38          | \$5,878          |
| 1.2 Coordination with Neighboring Jurisdictions            | 2                      | 12              | 15              |                |                    |                   |                 | 29          | \$4,546          |
| <b>2 Assess Existing Conditions &amp; Research</b>         | <b>4</b>               | <b>10</b>       | <b>28</b>       | <b>0</b>       | <b>0</b>           | <b>40</b>         | <b>24</b>       | <b>106</b>  | <b>\$12,822</b>  |
| 2.1 Existing Conditions                                    | 2                      | 4               | 12              |                |                    | 16                | 24              | 58          | \$6,826          |
| 2.2 Document Review                                        | 1                      | 2               | 8               |                |                    | 12                |                 | 23          | \$2,805          |
| 2.3 Programs Review                                        | 1                      | 4               | 8               |                |                    | 12                |                 | 25          | \$3,191          |
| <b>3 Community Outreach</b>                                | <b>13</b>              | <b>37</b>       | <b>54</b>       | <b>0</b>       | <b>0</b>           | <b>56</b>         | <b>18</b>       | <b>178</b>  | <b>\$24,460</b>  |
| 3.1 Public Outreach and Engagement Strategy                | 1                      | 4               | 4               |                |                    | 8                 |                 | 17          | \$2,327          |
| 3.2 Community Input Map                                    |                        | 1               | 2               |                |                    | 8                 | 2               | 13          | \$1,457          |
| 3.3 Community Workshops                                    | 12                     | 32              | 48              |                |                    | 40                | 16              | 148         | \$20,676         |
| <b>4. Identify Gaps and Needs</b>                          | <b>8</b>               | <b>16</b>       | <b>36</b>       | <b>0</b>       | <b>0</b>           | <b>40</b>         | <b>31</b>       | <b>131</b>  | <b>\$16,704</b>  |
| 4.1 Identify Gaps and Needs                                | 8                      | 16              | 36              |                |                    | 40                | 31              | 131         | \$16,704         |
| <b>5. Recommended Projects &amp; Facility Improvements</b> | <b>26</b>              | <b>84</b>       | <b>176</b>      | <b>24</b>      | <b>48</b>          | <b>204</b>        | <b>144</b>      | <b>706</b>  | <b>\$87,186</b>  |
| 5.1 Project Recommendations                                | 4                      | 20              | 40              | 24             |                    | 64                | 80              | 232         | \$27,344         |
| 5.2 Project Prioritization                                 | 4                      | 16              | 40              |                |                    | 40                | 24              | 124         | \$15,324         |
| 5.3 Programs Recommendations                               | 2                      | 8               | 16              |                |                    | 20                |                 | 46          | \$5,966          |
| 5.4 Draft and Final Plan Documents                         | 16                     | 40              | 80              |                | 48                 | 80                | 40              | 304         | \$38,552         |
| <b>Staff Hours</b>                                         | <b>55</b>              | <b>175</b>      | <b>329</b>      | <b>24</b>      | <b>48</b>          | <b>340</b>        | <b>217</b>      | <b>1188</b> | <b>\$151,596</b> |
| Web Input Map                                              |                        |                 |                 |                |                    |                   |                 |             | \$2,000          |
| Reimbursable Expenses & Travel                             |                        |                 |                 |                |                    |                   |                 |             | \$950            |
| <b>Project Total</b>                                       | <b>\$15,125</b>        | <b>\$33,775</b> | <b>\$36,848</b> | <b>\$2,928</b> | <b>\$4,992</b>     | <b>\$35,360</b>   | <b>\$22,568</b> |             | <b>\$154,546</b> |
| <b>Additional Services as Needed (25%)</b>                 |                        |                 |                 |                |                    |                   |                 |             | <b>\$38,637</b>  |
| <b>Project Total + As-Needed Services</b>                  |                        |                 |                 |                |                    |                   |                 |             | <b>\$193,183</b> |
| <b>Potential Optional Tasks</b>                            |                        |                 |                 |                |                    |                   |                 |             |                  |
| 2.2 Bicycle & Pedestrian Counts***                         | 2                      | 4               |                 |                |                    | 8                 |                 |             | \$12,154         |
| 3.4 Pop Up Events (4)                                      |                        | 8               | 16              |                |                    | 16                |                 |             | \$5,000          |
| 5.5 Project Cut Sheets                                     | 4                      | 8               | 20              | 16             | 40                 |                   |                 |             | \$10,996         |
| 5.6 Design Guidelines                                      | 4                      | 8               | 16              |                | 32                 | 32                |                 |             | \$11,092         |

\* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

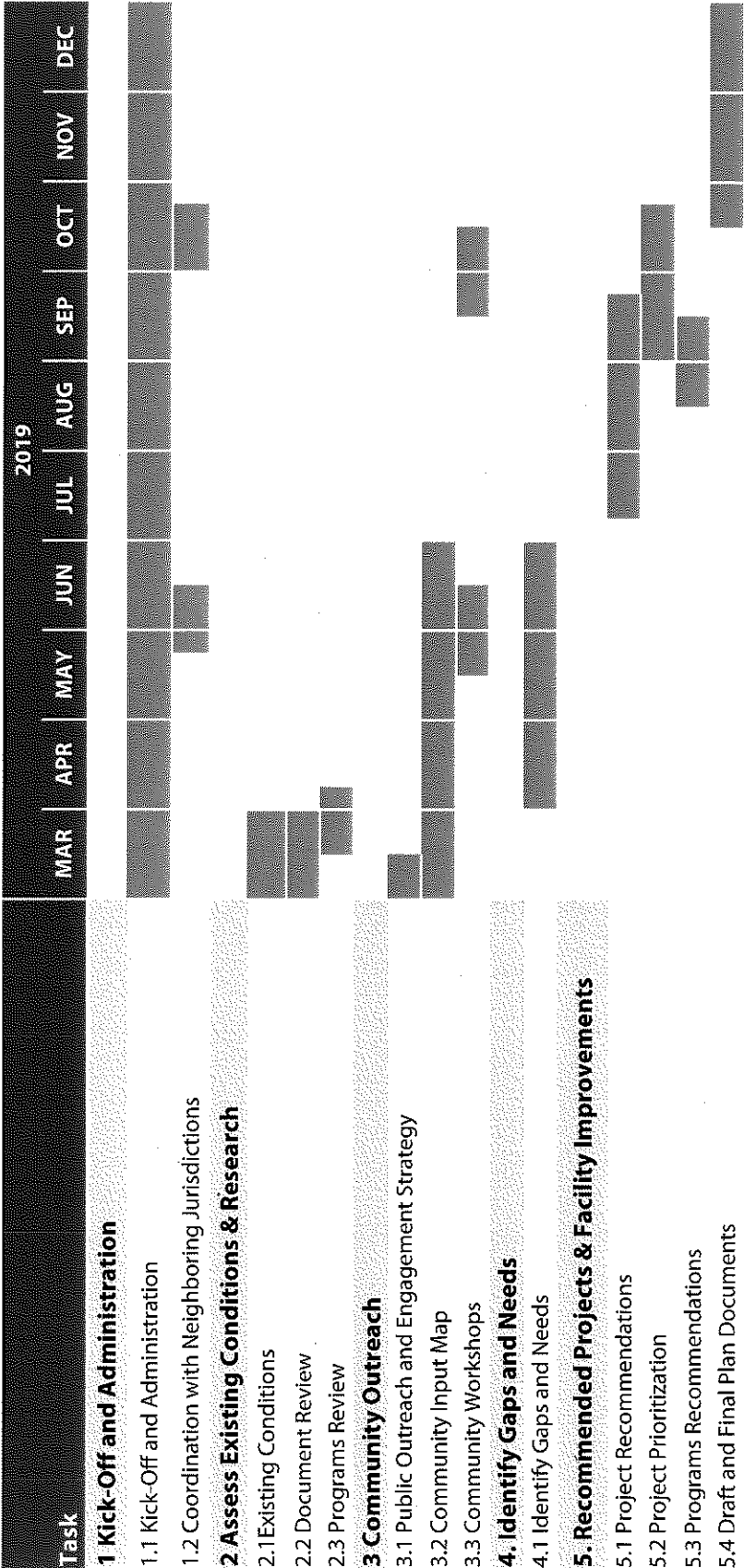
\*\* Hourly rates are for calendar year 2019, and will be adjusted if work is continued into subsequent year(s).

\*\*\* Includes \$10,000 in direct costs for count collection

EXHIBIT C  
Activity Schedule

# Project Schedule

Milpitas Trails Master Plan Update and Bikeway & Pedestrian Master Plan Update



## EXHIBIT D

## Insurance Requirements

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**Commercial General Liability (CGL):**

- ☐ Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:**

- ☒ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- ☐ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

\_\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

  X   Insurance appropriate to the Contractor or Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

\_\_\_\_ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

\_\_\_\_ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

  X   Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Contractor/Consultant Signature

**Builder's Risk (Course of Construction):**

\_\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

**Surety Bonds:**

\_\_\_\_ Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**Contractor's or Consultant's Pollution Legal Liability:**

\_\_\_\_ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim and **\$2,000,000** policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

***Additional Insured Status:***

The insurance policies are to contain, or be endorsed to contain the following provision:

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

***Primary Coverage:***

The insurance policies are to contain, or be endorsed to contain the following provision:

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.



***Builder's Risk (Course of Construction Insurance) (applicable to Construction Contracts only)***

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage **shall name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

***Notice of Cancellation, Suspension or Otherwise Voiding Policies:***

Each insurance policy required above shall contain, or be endorsed to contain **that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice** by certified mail, return receipt requested to the City.

***Waiver of Subrogation:***

**Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire** against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

***Deductibles and Self-Insured Retentions ("SIR"):***

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

***Completed Operations***

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the

completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

***Acceptability of Insurers:***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

***Claims Made Policies: (note - should be applicable only to professional liability, see below)***

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***Subcontractors:***

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

***Verification of Coverage:***

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to

provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

***Failure to Comply:***

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

***Applicability of Coverage:***

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, April 27, 2020. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2302888 ALTA PLANNING + DESIGN, INC.

|                                      |                                                                                                                                                                                                                                                           |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Registration Date:</b>            | 01/16/2001                                                                                                                                                                                                                                                |
| <b>Jurisdiction:</b>                 | CALIFORNIA                                                                                                                                                                                                                                                |
| <b>Entity Type:</b>                  | DOMESTIC STOCK                                                                                                                                                                                                                                            |
| <b>Status:</b>                       | ACTIVE                                                                                                                                                                                                                                                    |
| <b>Agent for Service of Process:</b> | <b>C T CORPORATION SYSTEM (C0168406)</b><br>To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate. |
| <b>Entity Address:</b>               | 711 SE GRAND AVENUE<br>PORTLAND OR 97214                                                                                                                                                                                                                  |
| <b>Entity Mailing Address:</b>       | 711 SE GRAND AVENUE<br>PORTLAND OR 97214                                                                                                                                                                                                                  |

A Statement of Information is due EVERY year beginning five months before and through the end of January.

| Document Type | ↕ | File Date  | ↕ | PDF |
|---------------|---|------------|---|-----|
| SI-COMPLETE   |   | 01/16/2020 |   |     |
| SI-COMPLETE   |   | 06/03/2019 |   |     |
| AMENDMENT     |   | 12/12/2002 |   |     |
| REGISTRATION  |   | 01/16/2001 |   |     |

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search

New Search

Back to Search Results

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Alta Planning + Design, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**711 SE Grand Avenue**

**6** City, state, and ZIP code  
**Portland, OR 97214**

**7** List account number(s) here (optional)

**8** Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

|  |  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|--|---|--|--|---|--|--|--|--|

or

**Employer identification number**

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 8 | - | 0 | 4 | 6 | 5 | 5 | 5 | 5 |
|---|---|---|---|---|---|---|---|---|---|

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 1/3/2020

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## City of Milpitas

### Insurance Requirement Checklist

Vendor: Alta Planning + Design Inc.

All of the standard insurance requirements for the City of Milpitas are contained in the BBK contract documents. Those items that are required are marked with an "X" but vary per contract. All items so marked must be met unless specifically exempted in writing by the Risk Manager. Insurance coverage required by the City varies depending on the contract; carefully read the contract to be sure all the necessary endorsements are included below.

|   |                                 | X if required | Check if supplied                   |                                     | X if required                       | Check if supplied                   |                                     | X if required | Check if supplied                   |                                     | X if required | Check if supplied |                                     | X if required | Check if supplied |                          |
|---|---------------------------------|---------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---------------|-------------------------------------|-------------------------------------|---------------|-------------------|-------------------------------------|---------------|-------------------|--------------------------|
|   | Endorsement Required            |               | General Liability                   |                                     |                                     | Auto Liability                      |                                     |               | Workers Comp                        |                                     |               | Pro Liability     | <input checked="" type="checkbox"/> |               | Other:            | <input type="checkbox"/> |
| 1 | Additional Insured **           | *             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *                                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                                     |                                     |               |                   |                                     |               |                   | <input type="checkbox"/> |
| 2 | Contractors Insurance shall be: |               |                                     |                                     |                                     |                                     |                                     |               |                                     |                                     |               |                   |                                     |               |                   |                          |
|   | Primary                         | *             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *                                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                                     |                                     |               |                   |                                     |               |                   |                          |
|   | Non-Contrib.                    | *             | <input checked="" type="checkbox"/> | Yes                                 | <input checked="" type="checkbox"/> | Yes                                 |                                     |               |                                     |                                     |               |                   |                                     |               |                   |                          |
| 3 | Waiver of Subrogation           | *             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *                                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                   |                                     |               |                   |                          |
| 4 | 30-Day Notice of Cancellation   | *             | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | *                                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |               |                                     |                                     |               |                   |                                     |               |                   |                          |

\* Most commonly required for BBK template agreements and contracts.

\*\* Additional Insured language must be stated as follows: "The City, its elected and appointed officials, officers, attorneys, agents, and employees."

#### Exceptions:

Vendor will not countersign the Worker Comp. WOS. See message from Sedgwick attached.

Prepared By: Paula Cardozo

Date: 05/12/2020

Approved By:

Chris Schneider

Date: 5/12/20

#### Note:

Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers stand alone endorsements. However, depending on the insurance company, it may be their practice to issue a standardized blanket endorsement form/document(s). Alternatively, they may submit excerpts from a policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific policy number on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.

## Paula Cardozo

---

**From:** Christopher Schroeder  
**Sent:** Tuesday, May 12, 2020 10:08 AM  
**To:** Costamagna, Joseph; Paula Cardozo  
**Subject:** RE: Certificate: Alta Planning + Design, Inc

Since the company is basically refusing to make the change, and it is ok with Joe. Save this note to attach to the insurance package, and move forward with the amendment.

Chris

**From:** Costamagna, Joseph <Joseph.Costamagna@Sedgwick.com>  
**Sent:** Tuesday, May 12, 2020 8:43 AM  
**To:** Paula Cardozo <pcardozo@ci.milpitas.ca.gov>  
**Cc:** Christopher Schroeder <cschroeder@ci.milpitas.ca.gov>  
**Subject:** RE: Certificate: Alta Planning + Design, Inc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hi Paula,

Chris and I have discussed this numerous times and his solution is to request that the other party remove the signature line if it is not going to be signed. I agree with this.

I have also been advised by claims attorneys I work with that, technically, it should be signed or removed, but that pragmatically there is no known precedent of a lack of signature impeding coverage for the certificate holder (us). I will leave this to Chris' discretion, but I am fine with moving forward with your project, even if the signature line is not removed.

Thank you  
Joe

**Joe Costamagna** | Senior Risk Manager, Litigation Management  
**Sedgwick**  
Sacramento, CA  
CELL 415.407.4157 | EMAIL [joseph.costamagna@sedgwick.com](mailto:joseph.costamagna@sedgwick.com)

---

**From:** Paula Cardozo <[pcardozo@ci.milpitas.ca.gov](mailto:pcardozo@ci.milpitas.ca.gov)>  
**Sent:** Monday, May 11, 2020 1:12 PM  
**To:** Costamagna, Joseph <[Joseph.Costamagna@Sedgwick.com](mailto:Joseph.Costamagna@Sedgwick.com)>  
**Cc:** Christopher Schroeder <[cschroeder@ci.milpitas.ca.gov](mailto:cschroeder@ci.milpitas.ca.gov)>  
**Subject:** FW: Certificate: Alta Planning + Design, Inc

Joe,

It is my clear understanding the City of Milpitas does not approve key insurance documents with a counter signature line left unsigned.

Please see Samuel Lawrence's message directly below and advise.



Amendment to contract is currently on hold pending current/complete insurance documents.

Please contact me if you have any questions.

***Thank you,***



***Paula Cardozo***

Buyer  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, Ca 95035-5411  
[pcardozo@ci.milpitas.ca.gov](mailto:pcardozo@ci.milpitas.ca.gov)

**From:** Samuel E. Lawrence <[selawrence@psfinc.com](mailto:selawrence@psfinc.com)>  
**Sent:** Monday, May 11, 2020 11:35 AM  
**To:** Paula Cardozo <[pcardozo@ci.milpitas.ca.gov](mailto:pcardozo@ci.milpitas.ca.gov)>  
**Subject:** RE: Certificate: Alta Planning + Design, Inc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hi Paula,

Countersignature lines are commonly found on policy pages and endorsements. Signature is only required by an authorized representative if required by a specific state law. there is no countersignature requirement for California, but the line will remain on the page because this is how the carrier issue the form for everyone. The signature line is there if it's needed and can be left blank.

Please feel free to consult on this manner with your city risk manager or insurance broker. The forms will not be amended nor should they need to be.

Regards,  
Sam Lawrence

---

**Samuel E. Lawrence**

Associate Account Manager II

**PARKER, SMITH & FEEK**

**Direct: 425-974-3011**

**Toll Free: 800-457-0220 | Fax: 425-709-7460**

**e: [selawrence@psfinc.com](mailto:selawrence@psfinc.com)**



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2233 112th Avenue NE, Bellevue, WA 98004

**CLICK HERE** to securely send me an attachment.

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**From:** Paula Cardozo [<mailto:pcardozo@ci.milpitas.ca.gov>]  
**Sent:** Monday, May 11, 2020 10:50 AM  
**To:** Samuel E. Lawrence  
**Subject:** FW: Certificate: Alta Planning + Design, Inc  
**Importance:** High

Mr. Lawrence,

Please Countersign the documents which have a blank Countersign line on it. If you are not able to, please remove the line in its entirety and resend.

Please contact me if you have any questions.

***Thank you,***



***Paula Cardozo***

Buyer  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, Ca 95035-5411  
[pcardozo@ci.milpitas.ca.gov](mailto:pcardozo@ci.milpitas.ca.gov)

**From:** [selawrence@psfinc.com](mailto:selawrence@psfinc.com) <[selawrence@psfinc.com](mailto:selawrence@psfinc.com)>  
**Sent:** Monday, May 11, 2020 10:41 AM  
**To:** [tcheng@ci.milpitas.ca.gov](mailto:tcheng@ci.milpitas.ca.gov); Paula Cardozo <[pcardozo@ci.milpitas.ca.gov](mailto:pcardozo@ci.milpitas.ca.gov)>  
**Subject:** Certificate: Alta Planning + Design, Inc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

**Certificates: Alta Planning + Design, Inc**

**Creation Date:** 05/11/2020

**Created By:** Samuel E. Lawrence

**File Name:** City of Milpitas [99845] [LIAB]

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
08/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                                                                          |                                         |              |                |
|----------|--------------------------------------------------------------------------|-----------------------------------------|--------------|----------------|
| PRODUCER | Parker, Smith & Feek, Inc.<br>2233 112th Avenue NE<br>Bellevue, WA 98004 | CONTACT NAME:                           |              |                |
|          |                                                                          | PHONE (A/C, No, Ext):                   | 425-709-3600 | FAX (A/C, No): |
|          |                                                                          | E-MAIL ADDRESS:                         |              |                |
|          |                                                                          | INSURER(S) AFFORDING COVERAGE           |              | NAIC #         |
|          |                                                                          | INSURER A: Hartford Casualty Ins. Co.   |              |                |
|          |                                                                          | INSURER B: Trumbull Insurance Company   |              |                |
|          |                                                                          | INSURER C: Twin City Fire Ins. Co.      |              |                |
|          |                                                                          | INSURER D: Continental Casualty Company |              |                |
|          |                                                                          | INSURER E:                              |              |                |
|          |                                                                          | INSURER F:                              |              |                |
| INSURED  | Alta Planning + Design, Inc<br>711 SE Grand Ave<br>Portland, OR 97214    |                                         |              |                |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                              | ADDL INSR                                                                                                                                                 | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                 |
|----------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY                                                              |                                                                                                                                                           |          | 52UUNHB2172   | 09/01/2019              | 09/01/2020              | EACH OCCURRENCE \$ 1,000,000                                                           |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               | X                                                                                                                                                         | X        |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |                                                                                                                                                           |          |               |                         |                         | MED EXP (Any one person) \$ 10,000                                                     |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                                     |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                         |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                                    |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         |                                                                                        |
|          |                                                                                | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC |          |               |                         |                         |                                                                                        |
| B        | AUTOMOBILE LIABILITY                                                           |                                                                                                                                                           |          | 52UUNHB2172   | 09/01/2019              | 09/01/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|          | <input checked="" type="checkbox"/> ANY AUTO                                   | X                                                                                                                                                         | X        |               |                         |                         | BODILY INJURY (Per person) \$                                                          |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                       |                                                                                                                                                           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                                        |
|          | <input type="checkbox"/> HIRED AUTOS                                           |                                                                                                                                                           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                      |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | \$                                                                                     |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | \$                                                                                     |
|          | UMBRELLA LIAB                                                                  |                                                                                                                                                           |          |               |                         |                         | EACH OCCURRENCE \$                                                                     |
|          | EXCESS LIAB                                                                    |                                                                                                                                                           |          |               |                         |                         | AGGREGATE \$                                                                           |
|          | DED                                                                            |                                                                                                                                                           |          |               |                         |                         | \$                                                                                     |
|          | RETENTION \$                                                                   |                                                                                                                                                           |          |               |                         |                         | \$                                                                                     |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |                                                                                                                                                           |          | 52WEAA6IPB    | 09/01/2019              | 09/01/2020              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | Y/N                                                                                                                                                       | N/A      | X             |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                         |                                                                                                                                                           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                                |
|          |                                                                                |                                                                                                                                                           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                               |
| D        | Professional Liability                                                         |                                                                                                                                                           | X        | MCH114135257  | 09/01/2018              | 11/01/2019              | 2,000,000                                                                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alta Project #00-2019-071, Milpitas CA Trails Master Plan Update and Bicycle and Pedestrian Master Plan Update. Retro Date: None

City of Milpitas and its elected and appointed officials, officers, attorneys, agents, and employees are additional insureds on the general liability and automobile policies per the attached endorsements/forms... (See Attached Description)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                      |                                                                                                                                                                |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Milpitas<br>455 E. Calaveras Boulevard<br>Milpitas, CA 95035 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                      | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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DESCRIPTIONS (Continued from Page 1)

Coverage is primary and non-contributory on the general liability and automobile policies per the attached endorsements/forms.  
Waiver of subrogation applies on the general liability, automobile, and workers compensation policies per the attached endorsements/forms.  
Notice of cancellation for the general liability policy per the attached form.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**Policy Number 52UUNHB2172**

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 52 WE AA6IPB

**Endorsement Number:**

**Effective Date:** 09/01/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ALTA PLANNING & DESIGN , INC.

711 SE GRAND AVE  
PORTLAND OR 97214

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative



## Professional Liability and Pollution Incident Liability Insurance Policy

Insurer with information on the time, place and nature of the **claim**;

3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the **claim**;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

### C. The **Insured's** Rights and Duties in the Event of a **Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**;

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

### D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against the **Insured's** client to the extent that the **Insured** had a written agreement to waive such rights prior to a **claim** or **circumstance**.

### E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

### F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

### G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.

**CITY COUNCIL MEETING****10/20/2020****SUMMARY OF ACTIONS****Item****Staff****CLOSED SESSION**

Chris Diaz

No announcement

**PUBLIC FORUM**

33 residents/speakers provided comments, several regarding Project Homekey, and softball fields for girls.

**ANNOUNCEMENTS**

Armando Corpuz  
Renee Lorentzen  
Alex Andrade

- 1) Vice Mayor Nunez asked for agenda item on National Night Out OR a safety first virtual event, to discuss this topic on a future Council agenda. All 5 agreed.
- 2) Councilmember Dominguez: asked to put on the agenda a discussion of girls softball fields, including all work done by Subcommittee, and bring to full City Council on a future meeting date. All 5 agreed.
- 3) Mayor Tran asked to cancel the Nov. 3 regular City Council meeting scheduled on Election Day and then schedule a Special meeting on Nov. 10. All 5 agreed.
- 4) Ms. Dominguez asked to place on a future agenda a discussion on naming the "Milpitas Hills." Council agreed to send this topic to Economic Development Commission first, and then to come back to full City Council. 4 agreed and Mayor opposed.
- 5) City Manager announced a public meeting on Oct. 22 at 7 pm to answer questions about Measure F. Also Covid 19 testing on Fri, 10/20 by SCC County staff at Milpitas Sports Center.

C1. **RECEIVE CITY COUNCIL CALENDARS OF MEETINGS FOR OCTOBER AND NOVEMBER 2020**

Mary Lavelle

Received City Council calendars of meetings for October and November.  
VOTE: 5-0

C2. **APPROVE CITY COUNCIL MEETING MINUTES OF THE SEPTEMBER 29, OCTOBER 6 AND 9, 2020 MEETINGS**

Mary Lavelle

Approved September 29, 2020 Special City Council, October 6, 2020 Regular City Council and October 9, 2020 Special Joint meeting minutes.  
VOTE: 5-0

C3. **ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PURCHASE OF SOFTWARE AND SOFTWARE SERVICES AGREEMENT FOR 2-YEAR EXTENSION OF NEOGOV SOFTWARE SERVICES PER AGREEMENT WITH INSIGHT PUBLIC SECTOR INC. THROUGH A COOPERATIVE PROCUREMENT CONTRACT WITH OMNIA PARTNERS. SUBJECT TO ANNUAL APPROPRIATION OF FUNDS**

Jeannine Seher

Adopted **Resolution No. 9012** approving and authorizing City Manager to execute Amendment No. 1 to the "Purchase of Software and Software Services Agreement" for 2 -year extension of NEOGOV software services per Agreement with Insight Public Sector Inc. through a cooperative procurement contract with OMNIA Partners, with additional funding in the amount of \$105,915, subject to the annual appropriation of funds, for a total agreement amount of \$178,902.  
VOTE: 5-0

**CITY COUNCIL MEETING****10/20/2020****SUMMARY OF ACTIONS****Item****Staff**

- C4. **RECEIVE STATUS REPORT ON TRAILS AND BIKEWAY MASTER PLAN UPDATE, PROJECT NO. 3448; APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT WITH ALTA PLANNING AND DESIGN IN THE NEW AMOUNT OF \$229,402 AND EXTEND THE TERM OF THE AGREEMENT TO DECEMBER 31, 2021 FOR THE PROJECT; AND APPROVE A RELATED BUDGET AMENDMENT IN THE AMOUNT OF \$36,219**

Steve Erickson

- 1) Received status report on Trails and Bikeway Master Plan Update, Project No. 3448.  
 2) Approved and authorized City Manager to execute Amendment No. 2 to the Consultant Services Agreement with Alta Planning and Design in the new amount of \$229,402 with a term through 12-31-2021 for the Trails and Bikeway Master Plan Update.  
 3) Approved a budget appropriation of \$36,219 from General Government CIP Fund into Project No. 3448.

VOTE: 5-0

- C5. **APPROVE CHANGE ORDER NO. 2 IN THE AMOUNT OF \$268,841 FOR THE CONTRACT WITH REDWOOD CONSTRUCTION AND EQUIPMENT, INC. FOR THE CITYWIDE PARKS AND PLAYGROUNDS REHABILITATION PROJECT, INCREASING THE TOTAL PROJECT AMOUNT NOT TO EXCEED FROM \$1,720,164 TO \$1,989,005**

Chris Schroeder and  
Tony Ndah

Approved Change Order No. 2 in the amount of \$268,841 for the contract with Redwood Construction and Equipment, Inc. for Citywide Parks and Playgrounds Rehabilitation Project, increasing the total amount not to exceed from \$1,720,164 to \$1,989,005.

VOTE: 5-0

6. **CONDUCT A PUBLIC HEARING AND ADOPT 2 RESOLUTIONS AUTHORIZING SALE AND ISSUANCE OF TAX-EXEMPT LEASE REVENUE BONDS**

Walter Rossmann

- a) Closed the public hearing following 2 comments.  
 b) Received report from Deputy City Manager and bond consultants.  
 c) Adopted City Council **Resolution No. 9013** and **Resolution No. MFA4 of Milpitas Municipal Financing Authority** authorizing and directing the City Manager, Assistant City Manager or Deputy City Manager to execute sale and issuance of 2020 Lease Revenue Bonds with an estimated aggregate principal amount not to exceed \$25 million to finance construction of Fire Station No. 2 and energy efficiency projects (per contract with Engie).

VOTE: 5-0

7. **RECEIVE STAFF REPORT AND CONSIDER ADOPTING UNCODIFIED URGENCY ORDINANCE NO. 307 TO TEMPORARILY LIMIT FEES CHARGED BY THIRD-PARTY FOOD DELIVERY SERVICE PROVIDERS TO HELP LOCAL RESTAURANTS DURING THE COVID-19 EMERGENCY**

Alex Andrade  
Chris Diaz

- a) Received staff report on temporarily limiting fees charged by third-party food delivery service providers to help local restaurants during COVID-19.  
 b) Following the City Attorney reading the title, waived the reading and adopted Uncodified Urgency Ordinance No. 307, including additional language as directed by City Council and read aloud by City Attorney.

VOTE: 5-0

8. **DISCUSS MILPITAS UNHOUSED RESPONSE PLAN**

Sharon Goei

Item was not heard.



**CITY COUNCIL MEETING****10/20/2020****SUMMARY OF ACTIONS**

| <b><u>Item</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b><u>Staff</u></b>                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| <p>9. <b><u>RECEIVE PRESENTATION ON PARKS AND RECREATION MASTER PLAN UPDATE, FEE ASSESSMENT AND DEVELOPMENT OF COST RECOVERY POLICY AND PROVIDE DIRECTION TO STAFF FOR PROJECT NO. 5115</u></b></p> <p>1) Received presentation by City Engineer Steve Erickson and consultants Linda Gates and Melonie O'Sullivan from Gates &amp; Assoc. on the proposed updated Parks and Recreation Master Plan.</p> <p>2) Councilmembers provided comments to staff and consultants on the master plan. With regard to the Fee Assessment and Development of Cost Recovery Policy; City Manager explained that could be further discussed when developing next FY budget and when reviewing the City's fee schedule.</p> | Steve Erickson                              |
| <p>10. <b><u>INTRODUCE ORDINANCE NO. 23.15 - MUNICIPAL CODE ON PURCHASING</u></b></p> <p>Item was removed from the agenda, and would be rescheduled to a later meeting date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Walter C. Rossmann                          |
| <p>11. <b><u>INTRODUCE ORDINANCE NO. 65.150 ON RESPONSIBLE CONSTRUCTION</u></b></p> <p>Item was removed from the agenda, and would be rescheduled to a later meeting date.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Christopher Diaz and<br>Steve McHarris      |
| <p>12. <b><u>GENERAL FUND STRUCTURAL DEFICIT COMMUNITY AND EMPLOYEE ENGAGEMENT</u></b></p> <p>Item was not heard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Walter Rossmann                             |
| <p>13. <b><u>DISCUSS AND PROVIDE DIRECTION TO STAFF ON NEGOTIATING A CITYWIDE PROJECT LABOR AGREEMENT (PLA) AND/OR ADOPT A RESOLUTION COMMITTING TO NEGOTIATE AND EXECUTE A PLA PER PROJECT</u></b></p> <p>Item was not heard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Chris Diaz<br>Steve McHarris                |
| <p>14. <b><u>DISCUSS COUNCIL SPONSORED EVENTS: AND, DISCUSS AND PROVIDE DIRECTION ON 2020 UNITED STATES CENSUS OUTREACH AND ANY COUNCIL SPONSORSHIP</u></b></p> <p>Item was not heard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Councilmember<br>Dominguez                  |
| <p>15. <b><u>PER VICE MAYOR, ENGAGE IN DISCUSSION ON COUNCILMEMBERS' IDEAS TO ECONOMICALLY ASSIST THE COMMUNITY DURING THE PANDEMIC</u></b></p> <p>Item was not heard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Vice Mayor Nuñez                            |
| <p>16. <b><u>PER REQUEST OF COUNCILMEMBER DOMINGUEZ, DISCUSS ESTABLISHING AN EMERGENCY CAP ON BUSINESS TENANT RENTS IN MILPITAS</u></b></p> <p>Item was not heard.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Councilmember<br>Dominguez                  |
| <p>17. <b><u>RECEIVE AND DIRECT STAFF ON LIST OF AGENDA ITEMS REQUESTED BY CITY COUNCILMEMBERS</u></b></p> <p>Item was not heard</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Mayor and<br>Councilmembers<br>(City Clerk) |
| <p>18. <b><u>RECEIVE PREVIEW LIST OF ANTICIPATED ITEMS FOR THE NEXT REGULAR CITY COUNCIL MEETING SCHEDULED ON NOVEMBER 3, 2020</u></b></p> <p>Received list of anticipated agenda items for the November 3, 2020 regular City Council meeting.</p> <p>NOTE: Nov. 3 City Council meeting date was canceled, so items would move to Special City Council meeting to be scheduled on November 10.</p>                                                                                                                                                                                                                                                                                                            | Mary Lavelle                                |





## CITY OF MILPITAS AGENDA REPORT (AR)

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>      | <b>Receive a status report on Trails and Bikeway Master Plan Update, Project No. 3448; Approve and Authorize the City Manager to Execute Amendment No. 2 to the Consultant Services Agreement with Alta Planning and Design in the new amount of \$229,402 and Extend the Term of the Agreement to December 31, 2021 for the Project; and Approve a related Budget Amendment in the amount of \$36,219</b>                                                                                                                       |
| <b>Category:</b>        | Consent Calendar-Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Meeting Date:</b>    | 10/20/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Staff Contact:</b>   | Steve Erickson, City Engineer, 408-586-3301                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Recommendations:</b> | <ol style="list-style-type: none"> <li>1. Receive a status report on Trails and Bikeway Master Plan Update, Project No. 3448.</li> <li>2. Approve and authorize the City Manager to execute Amendment No. 2 to the Consultant Services Agreement with Alta Planning and Design in the new amount of \$229,402 with a term through December 31, 2021 for the Trails and Bikeway Master Plan Update.</li> <li>3. Approve a budget appropriation of \$36,219 from the General Government CIP Fund into Project No. 3448.</li> </ol> |

### **BACKGROUND:**

Project Number 3448, Trails and Bikeway Master Plan Update is in the approved 2020-2025 Capital Improvement Program and provides an update to the City's plan. The updated master plan will include recommended improvements for connectivity to local destinations for all users including pedestrians and bicycles. The plan will identify gaps in the City's regional trail system, develop trail design guidelines, support economic development, and enhance the quality of life for residents. The updated plan will consider bikeway & pedestrian uses and will explore enhancement of existing networks and recommend opportunities for improvement and expansion.

On February 26, 2019, the City Council authorized the City Manager to execute a consultant services agreement (Attachment 1) with Alta Planning and Design in the amount of \$193,183 to complete the update of the Trails and Bikeway Master Plan Update, and Amendment No. 1 (Attachment 2) was executed on May 19, 2020 to extend the expiration of the agreement from June 30, 2020 to December 30, 2020.

### **ANALYSIS:**

The plan is currently 75% complete, which consists of an assessment of existing conditions, initial community outreach, identification of needs and gaps, outside agency coordination, and recommendations of projects and facility improvements. The following are key project milestones that have been completed:

- Completed the assessment of existing trail, bike, and pedestrian facilities.
- Notified the public through newspaper advertisements and encouraged community participation through social media outlets, such as city website, e-mail, Facebook, Twitter, and Nextdoor.
- Completed 5 in-person pop-up events and community outreach meetings conducted to present project goals and collect public comments.
- Created an on-line web input map where the community can enter and view comments related gaps and needs of trail, bikeway, and pedestrian facilities in the city.

- Received more than 2,000 unique comments through the public engagement process.
- Completed safety, demand, and connectivity analysis of existing conditions
- Developed trail, bikeway, pedestrian network recommendations.
- Prioritizations of improvements based on need, demand, and cost.
- Developed bike and scooter share policy guidelines and best practices for recommendation to the City Council.
- Coordinated with VTA, Valley Water, School District, Open Space Authority, Public Health, Bike Coalition, City of Fremont, and City of San Jose on the feasibility of proposed improvements.
- Collaborated with City consultants completing the updates to the City's General Plan, Metro Plan, and Park Master Plan.
- Completed Draft Administrative plan for internal city staff reviews

From the public outreach and engagement process, the most common themes or comments received from the public feedback are:

- Provide safe crossings across difficult barriers, highways and railroads.
- Provide greater connectivity to BART
- Support Safe Routes to Schools
- Provide comfortable east-west connections across the City
- Provide a complete pedestrian network throughout the City as well as to regional connections

The remaining project tasks include completion of draft plan, public comment on draft plan, and plan adoption.

As a result of the COVID-19 pandemic, the consultant has not achieved the level of community input and participation as desired for the draft plan. Staff recommends extending the contract expiration date and expanding the consultant's scope of work to allow for additional public outreach tasks. Recommended additional scope of work tasks include efforts to promote community engagement by exploring unique interactive website designs and presentations that will generate interest and interactions with the public in lieu of any physical meetings.

Staff has negotiated a scope and fee for Amendment No. 2 (Attachment 3) with the consultant to provide the additional community outreach tasks for a fee not to exceed \$36,219, which is considered reasonable for the services provided. The total contract compensation would be \$229,402, and a budget appropriation (Attachment 4) of \$36,219 from the General Government CIP Fund into project number 3448 Trails and Bikeway Master Plan Update is required.

With approval of Amendment No. 2, the draft plan is targeted for November 2020. Additional public engagement would be held to present the draft plan in December 2020 and January 2021. The final plan is targeted for February 2021 where it would be adopted by the City Council.

Staff recommends that the City Council approve the requested budget appropriation and approve and authorize the City Manager to execute Amendment No. 2 to the consultant services agreement with Alta Planning and Design in the new amount of \$229,402 with a term through December 31, 2021.

#### **POLICY ALTERNATIVE:**

Alternative: Do not receive a status report. Do not approve the requested budget appropriation and do not approve Amendment No. 2.

Pros: None

Cons: Due to the COVID-19 pandemic, the consultant was not able to complete the desired level of public engagement as required for the Master Plan update. The plan could move forward without amending the consultant agreement; however, there would likely be limited public input.

Reason for not recommending: The update to the City's Trails and Bikeway Master Plan will be a long-term document identifying where improvements to infrastructure is needed. Staff believes that a high level of public input is needed to effectively capture the desires of the Milpitas community.

**FISCAL IMPACT:**

The project has an approved budget of \$210,000 funded in FY 2020-21 with funds from the General Government CIP Fund. The approval of a budget appropriation (Attachment 4) of \$36,219 from the General Government CIP Fund is required to execute Amendment No. 2 for this project. The following is a summary of the fiscal impact:

| Description    | Approved Budget  | Requested Additional Budget | Total Budget     |
|----------------|------------------|-----------------------------|------------------|
| Design         | \$200,000        | \$36,219                    | \$236,219        |
| Administration | \$10,000         |                             | \$10,000         |
| <b>Total</b>   | <b>\$210,000</b> | <b>\$36,219</b>             | <b>\$246,219</b> |

**California Environmental Quality Act**

Not applicable

**Recommendations:**

1. Receive a status report on Trails and Bikeway Master Plan Update, Project No. 3448
2. Approve and authorize the City Manager to execute Amendment No. 2 to the Consultant Services Agreement with Alta Planning and Design in the new amount of \$229,402 with a term through December 31, 2021 for the Trails and Bikeway Master Plan Update.
3. Approve a budget appropriation of \$36,219 from the General Government CIP Fund into Project No. 3448.

**Attachments:**

- 1 – Professional Services Agreement with Alta Planning and Design
- 2 – Amendment No. 1
- 3 – Amendment No. 2 and Exhibits A1 and B1
- 4 – Budget Change Form



## City of Milpitas

### Insurance Requirement Checklist

Vendor: Alta Planning

All of the standard insurance requirements for the City of Milpitas are contained in the BBK contract documents. Those items that are required are marked with an "X" but vary per contract. All items so marked must be met unless specifically exempted in writing by the Risk Manager. Insurance coverage required by the City varies depending on the contract; carefully read the contract to be sure all the necessary endorsements are included below.

|   |                                 | X if required | Check if supplied |   | X if required | Check if supplied |   | X if required | Check if supplied |  | X if required | Check if supplied |  | X if required | Check if supplied |
|---|---------------------------------|---------------|-------------------|---|---------------|-------------------|---|---------------|-------------------|--|---------------|-------------------|--|---------------|-------------------|
|   | Endorsement Required            |               | General Liability |   |               | Auto Liability    |   |               | Workers Comp      |  |               | Pro Liability     |  |               | Other:            |
| 1 | Additional Insured **           | X             | ✓                 | X | ✓             |                   |   |               |                   |  |               |                   |  |               |                   |
| 2 | Contractors Insurance shall be: |               |                   |   |               |                   |   |               |                   |  |               |                   |  |               |                   |
|   | Primary                         | X             | ✓                 | X | ✓             |                   |   |               |                   |  |               |                   |  |               |                   |
|   | Non-Contrib.                    | X             | Yes               | X | Yes           |                   |   |               |                   |  |               |                   |  |               |                   |
| 3 | Waiver of Subrogation           | X             | ✓                 | X | ✓             | X                 | ✓ |               |                   |  |               |                   |  |               |                   |
| 4 | 30-Day Notice of Cancellation   | X             |                   | X |               |                   |   |               |                   |  |               |                   |  |               |                   |

\* Most commonly required for BBK template agreements and contracts.

\*\* Additional Insured language must be stated as follows: "The City, its elected and appointed officials, officers, attorneys, agents, and employees."

#### Exceptions:

In regards to #4, AL and GL, not yet received.  
In regards to #3, WCI, approved per email from Joe C dated on 12/17/2020.

OK to proceed.

Prepared By:

*JAL*

Date: 12/17/2020

Approved By:

*Chris Schneider*

Date: 12/18/20

#### Note:

Most insurance companies will provide certificates and endorsement for the requirements listed above, but frequently not until specifically asked. The City always prefers stand alone endorsements. However, depending on the insurance company, it may be their practice to issue a standardized blanket endorsement form/document(s). Alternatively, they may submit excerpts from a policy document, this is also acceptable to the City. However, be sure to ask the company to put the specific policy number on the document and clearly mark the specific clause(s) that reflect each endorsement and to send you those pages only, or you will likely wind up with a 50 page policy and no easy way to determine which clauses apply to the certificate.

Revised 3/24/2020



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|            |                                                                                           |                                         |              |                |
|------------|-------------------------------------------------------------------------------------------|-----------------------------------------|--------------|----------------|
| PRODUCER   | Parker, Smith & Feek, Inc.<br>16201 E Indiana Ave, Suite 1000<br>Spokane Valley, WA 99216 | CONTACT NAME:                           |              |                |
|            |                                                                                           | PHONE (A/C, No, Ext):                   | 509-789-8350 | FAX (A/C, No): |
| INSURED    | Alta Planning + Design, Inc.<br>711 SE Grand Ave<br>Portland, OR 97214                    | E-MAIL ADDRESS:                         |              |                |
|            |                                                                                           | INSURER(S) AFFORDING COVERAGE           |              | NAIC #         |
|            |                                                                                           | INSURER A: Hartford Casualty Ins. Co.   |              |                |
|            |                                                                                           | INSURER B: Trumbull Insurance Company   |              |                |
|            |                                                                                           | INSURER C: Twin City Fire Ins. Co.      |              |                |
|            |                                                                                           | INSURER D: Continental Casualty Company |              |                |
| INSURER E: |                                                                                           |                                         |              |                |
| INSURER F: |                                                                                           |                                         |              |                |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                            | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |                                                                                                                                                                                                                  |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | X         | X        | 52UUNOL5210   | 09/01/2020              | 09/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |                                                                                                                                                                                                                  |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                                                                                            | X         | X        | 52UUNOL5210   | 09/01/2020              | 09/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |                                                                                                                                                                                                                  |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>OCCUR<br>CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                       |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                          |                                                                                                                                                                                                                  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                | Y/N       | N/A      | X             | 52WEOL6H1T              | 09/01/2020              | 09/01/2021                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D        | Professional Liability                                                                                                                                                                                                                                                                                                                       |           |          |               | MCH114135257            | 09/01/2020              | 09/01/2021                                                                                                                                                                                                                                        | \$2,000,000                                                                                                                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alta Project #00-2019-071, Milpitas CA Trails Master Plan Update and Bicycle and Pedestrian Master Plan Update. Retro Date: None

City of Milpitas and its officers, officials, employees, and volunteers are additional insureds on the general liability and automobile policies per the attached endorsements/forms...

(See Attached Description)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                      |                                                                                                                                                                |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Milpitas<br>455 E. Calaveras Boulevard<br>Milpitas, CA 95035 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                      | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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DESCRIPTIONS (Continued from Page 1)

Coverage is primary and non-contributory on the general liability and automobile policies per the attached endorsements/forms.  
Waiver of subrogation applies on the general liability, automobile, and workers compensation policies per the attached endorsements/forms.  
Notice of cancellation for the general liability policy per the attached form.

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** 52 UUN OL5120 P4  
**RENEWAL OF:** 52 UUN HB2172



**Named Insured and Mailing Address:**  
**(No., Street, Town, State, Zip Code)**

**ALTA PLANNING & DESIGN , INC.**  
**SEE IH1204**

711 SE GRAND AVE  
 PORTLAND , OR 97214  
 (MULTNOMAH COUNTY)

**Policy Period:**

**From** 09/01/20 **To** 09/01/21

12:01 A.M. , Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

**Total Advance Premium:** \$25,313.39

### Coverage Part and Insurance Company Summary

### Advance Premium

PROPERTY CHOICE  
 HARTFORD FIRE INSURANCE COMPANY  
 ONE HARTFORD PLAZA  
 HARTFORD, CONNECTICUT 06155

\$ 9,634.00

COMMERCIAL AUTO  
 TRUMBULL INSURANCE COMPANY  
 ONE HARTFORD PLAZA  
 HARTFORD, CT 06155

\$ 6,465.00

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

**Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.**

HM0001 IL00171198 HM99011185 IH09850115 IH12040312 IH99400409 IH99410409  
 IL00210908 IL01391202 IL01420908 IL02790908 PC00010109 HA00250615  
 HC00100798 HC00200295

**Agent/Broker Name:** PARKER SMITH & FEEK INC

Countersigned by  
 (Where required by law)

*Susan F. Castaneda*

Authorized Representative

09/02/20

Date

# COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS



**POLICY NUMBER:** 52 UUN OL5120

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

## LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| Each Occurrence Limit                                                  | \$1,000,000 |
| Damage to Premises Rented to You Limit - Any One Premises              | \$300,000   |
| Medical Expense Limit - Any One Person                                 | \$10,000    |
| Personal and Advertising Injury Limit                                  | \$1,000,000 |
| General Aggregate Limit,<br>(other than Products-Completed Operations) | \$2,000,000 |
| Products-Completed Operations Aggregate Limit                          | \$2,000,000 |

**ADVANCE PREMIUM:** \$8,618.00

**AUDIT PERIOD:** ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

|            |             |            |            |            |
|------------|-------------|------------|------------|------------|
| HC70010605 | CG20110413  | CG21090615 | CG21160413 | CG22430413 |
| CG25020798 | HC00880916  | HC21960605 | HC23140617 | HC23700115 |
| HC26690618 | HC30060916  | HC30521218 | HG00010916 | HG21020315 |
| HS25300608 | HS25410608  | CG20260413 | CG21181017 | CG24040509 |
| HC24810919 | HC12101185T |            |            |            |

Form HC 00 10 07 98





## COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS

**POLICY NUMBER:** 52 UUN HB2172

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

### LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| Each Occurrence Limit                                                  | \$1,000,000 |
| Damage to Premises Rented to You Limit - Any One Premises              | \$300,000   |
| Medical Expense Limit - Any One Person                                 | \$10,000    |
| Personal and Advertising Injury Limit                                  | \$1,000,000 |
| General Aggregate Limit,<br>(other than Products-Completed Operations) | \$2,000,000 |
| Products-Completed Operations Aggregate Limit                          | \$2,000,000 |

**AUDIT PERIOD:** ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

|             |            |            |            |            |
|-------------|------------|------------|------------|------------|
| HC70010605  | CG21160413 | CG22430413 | CG25020798 | HC00880916 |
| HC21960605  | HC23140617 | HC23700115 | HC26690605 | HC30060916 |
| HG00010916  | HG21020315 | HS25300608 | HS25410608 | CG01861204 |
| HC12101185T |            |            |            |            |

Form HC 00 10 07 98



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

## SECTION I - COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

**(1) Professional health care services such as:**

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

**(2) First aid services, which include:**

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have in the absence of the contract or agreement; or
- (2)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

**(a)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

**(b)** Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 51 feet long; and
  - (b)** Not being used to carry persons for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

**(5)** "Bodily injury" or "property damage" arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6)** An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1)** War, including undeclared or civil war;
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

### g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

### i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the



insured hosts; owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

- (a) Your web site; or
- (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### **w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

## **COVERAGE C MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

#### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II - WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that

"volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
  - (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

### 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

### 4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

#### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

**e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
  - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
  - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

#### 3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### 4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### 5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

#### 6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.



In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **7. Medical Expense Limit**

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

#### **8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

##### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;



- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

#### **6. Representations**

##### **a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

##### **b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

##### **a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

##### **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"Auto"** means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**14. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**19. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**20. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**23. "Volunteer worker"** means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.



# COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM



**POLICY NUMBER:** 52 UUN HB2172

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

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## ITEM ONE - NAMED INSURED AND ADDRESS

---

The Named Insured is stated on the Common Policy Declarations.

## AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

|            |            |             |            |            |
|------------|------------|-------------|------------|------------|
| HA00040302 | HA00340614 | HA00120615T | CA00011013 | HA21020614 |
| CA99031013 | CA21541013 | CA01431013  | CA01491013 | CA03051013 |
| CA23441116 | HA00240614 | HA20070614  | HA99080614 | HA99160312 |

# COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM



**POLICY NUMBER:** 52 UUN OL5120

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

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## ITEM ONE - NAMED INSURED AND ADDRESS

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The Named Insured is stated on the Common Policy Declarations.

**ADVANCE PREMIUM:** \$ 6,465.00

**AUDIT PERIOD:**

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

|            |            |             |            |            |
|------------|------------|-------------|------------|------------|
| HA00040302 | HA00360917 | HA00120615T | CA00011013 | HA21020614 |
| CA99031013 | CA21541116 | CA01430517  | CA01491013 | CA03051013 |
| CA20481013 | CA23441116 | HA99080614  | HA99160312 |            |





## Quick Reference Commercial Auto Coverage Part Business Auto Coverage Form

**READ YOUR POLICY CAREFULLY**

### **BUSINESS AUTO COVERAGE FORM DECLARATIONS**

- o Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

### **BUSINESS AUTO COVERAGE FORM**

Beginning on Page

#### **PREAMBLE**

- o Definitions of "You" and "We" ..... 1

#### **SECTION I - Covered Autos**

- o Description of Covered Auto Designation  
Symbols ..... 1
- o Owned Autos You Acquire After the Policy  
Begins ..... 2
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**(4) Duties in The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### 3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### 4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### 5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### 6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### 7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### 8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:



We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**Professional Liability and Pollution Incident Liability Insurance**  
Policy Endorsement

**MODIFIED DEDUCTIBLE ENDORSEMENT**

It is understood and agreed that the Section of the Policy entitled **LIMITS OF LIABILITY/DEDUCTIBLE**, the subsection entitled Deductible, is amended by the addition of the following:

In the event that the **Insured** enters into a written contract or agreement with a client prior to the performance of any **professional services** or activities on behalf of such client, wherein the **Insured** agrees under the terms of such contract or agreement that the **Insured's** Deductible shall be less than the applicable Deductible shown on the Declarations, then the **Insured** will:

1. indemnify and hold the Insurer harmless for the difference between such lower Deductible amount and the Deductible amount shown on the Declarations;
2. wholly and completely indemnify and hold the Insurer free and harmless from any costs, expenses or attorney's fees which may be incurred in enforcing this indemnity agreement; and
3. promptly reimburse the Insurer upon demand for any payment made by the Insurer pursuant to this endorsement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



## Professional Liability and Pollution Incident Liability Insurance Policy

Insurer with information on the time, place and nature of the **claim**;

3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the **claim**;
4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the Deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

### C. The **Insured's** Rights and Duties in the Event of a **Circumstance**

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the Insurer can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**;

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

### D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against the **Insured's** client to the extent that the **Insured** had a written agreement to waive such rights prior to a **claim** or **circumstance**.

### E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

### F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

### G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.



**RE: Milpitas- Alta Planning**

Costamagna, Joseph <Joseph.Costamagna@Sedgwick.com>

Thu 12/17/2020 15:08

To: Rosanne Yamashita <ryamashita@ci.milpitas.ca.gov>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Not a problem! Thanks for the reminder.  
All looks good.

I think since that signature page is displaying the policy number we can accept it.

Thank you again.

Joe

Joe Costamagna | Senior Risk Manager, Pooling

Sedgwick

Sacramento, CA

CELL 415.407.4157 | EMAIL [joseph.costamagna@sedgwick.com](mailto:joseph.costamagna@sedgwick.com)

*Notes and suggestions contained in this communication are made for the purpose of recommending best risk management practices and enhancing the risk management decisions made by our clients and member agencies. NOTHING CONTAINED IN THIS EMAIL IS INTENDED TO BE, NOR SHOULD BE CONSTRUED AS, LEGAL ADVICE. Clients and member agencies are encouraged to seek appropriate counsel with legal professionals to address legal questions.*

---

**From:** Rosanne Yamashita <ryamashita@ci.milpitas.ca.gov>

**Sent:** Thursday, December 17, 2020 2:47 PM

**To:** Costamagna, Joseph <Joseph.Costamagna@Sedgwick.com>

**Subject:** Re: Milpitas- Alta Planning

**Importance:** High

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

---

Hi Joe,

I wanted to check-in with regards to this insurance packet. Were you able to catch up and take a look? Sorry for the quick follow-up, I've taken this project "hostage" and the parties are eager to continue the project.

In the attached packet from Alta Planning, the first page is an endorsement for WOS for WCI that is unsigned. The insurance agent submitted a signature page with the WCI policy number to link the two pages. Will this be acceptable?

Thank you for the help,  
Rosanne

---

**From:** Rosanne Yamashita

**Sent:** Tuesday, December 15, 2020 17:05

**To:** Costamagna, Joseph <[joseph.costamagna@sedgwick.com](mailto:joseph.costamagna@sedgwick.com)>

**Subject:** Milpitas- Alta Planning

Hi Joe,



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 52 WE OL6H1T **Endorsement Number:**  
**Effective Date:** 09/01/20 **Effective hour is the same as stated on the Information Page of the policy.**  
**Named Insured and Address:** ALTA PLANNING & DESIGN , INC.  
711 SE GRAND AVE  
PORTLAND OR 97214

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_ Authorized Representative

**POLICY NUMBER: 52 WE OL6H1T**

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President

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Policy: 52WEOL6H1T  
Term: 09/01/2020-09/01/2021

States per carrier:

Twin City Fire Ins Co (NAIC 29459)

AK, AL, AR, AZ, CO, FL, GA, ID, KS, KY, LA, MD, MN, MT, NM, NV, PA, SC, TN, UT, VA, WA  
Stop Gap

Hartford Casualty Ins Co (NAIC 29424)  
CA

Hartford Accident and Indemnity Ins Co (NAIC 22357)  
CT, NY

Trumbull Ins Co (NAIC 27120)  
IL

Hartford Underwriters Ins Co (NAIC 30104)  
MO, NC

Hartford Fire Ins Co (NAIC 19682)  
OR

## Certificate of Completion

|                                                                           |                               |
|---------------------------------------------------------------------------|-------------------------------|
| Envelope Id: B5B9D5EBBB4447538B142781D1C144E6                             | Status: Completed             |
| Subject: Please DocuSign: Amendment No. 2 to Agreement with Alta Planning |                               |
| Source Envelope:                                                          |                               |
| Document Pages: 105                                                       | Signatures: 8                 |
| Certificate Pages: 6                                                      | Initials: 4                   |
| AutoNav: Enabled                                                          | Envelope Originator:          |
| Envelopeld Stamping: Enabled                                              | Rosanne Yamashita             |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                         | 455 E Calaveras Blvd          |
|                                                                           | Milpitas, CA 95035            |
|                                                                           | RYamashita@Ci.milpitas.ca.gov |
|                                                                           | IP Address: 73.63.213.18      |

## Record Tracking

|                           |                               |                    |
|---------------------------|-------------------------------|--------------------|
| Status: Original          | Holder: Rosanne Yamashita     | Location: DocuSign |
| December 18, 2020   14:24 | RYamashita@Ci.milpitas.ca.gov |                    |

## Signer Events

| Signer Events                                                                                        | Signature                                                                                                                                                       | Timestamp                                                                                                 |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Susan Barrett<br>sbarrett@ci.milpitas.ca.gov<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.59.22.2 | Sent: December 18, 2020   14:37<br>Viewed: December 18, 2020   14:46<br>Signed: December 18, 2020   15:01 |

**Electronic Record and Signature Disclosure:**  
Accepted: December 18, 2020 | 14:46  
ID: f922b257-3e9c-4985-b7ed-e6cdf6345ac5

|                                                                                                                                             |                                                                                                                                                                   |                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Victoria May<br>Vmay@ci.milpitas.ca.gov<br>Financial Analyst II<br>City of Milpitas<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.59.22.2 | Sent: December 18, 2020   15:01<br>Viewed: December 18, 2020   15:13<br>Signed: December 18, 2020   15:16 |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

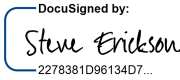
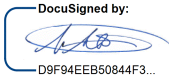
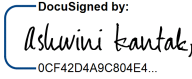
**Electronic Record and Signature Disclosure:**  
Accepted: March 24, 2020 | 10:25  
ID: 9057e3fd-7503-418b-954a-0e2c9d744af1

|                                                                                                                                                  |                                                                                                                                                                   |                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Chris Schroeder<br>CSchroeder@ci.milpitas.ca.gov<br>Purchasing Agent<br>City of Milpitas<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 50.59.22.2 | Sent: December 18, 2020   15:01<br>Viewed: December 21, 2020   08:13<br>Signed: December 21, 2020   08:13 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|                                                                                                                     |                                                                                                                                                                       |                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Brett Hondorp<br>bretthondorp@altaplanning.com<br>President<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 76.102.107.181 | Sent: December 21, 2020   08:13<br>Viewed: December 21, 2020   10:28<br>Signed: December 22, 2020   14:30 |
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**Electronic Record and Signature Disclosure:**  
Accepted: December 21, 2020 | 10:28  
ID: 4d06eede-1b33-4bb2-b879-6c485d30b42a

| Signer Events                                                                                                                                                                                                                                                                                            | Signature                                                                                                                                                                                                                   | Timestamp                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <p>Steve Erickson<br/>serickson@ci.milpitas.ca.gov<br/>City of Milpitas<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: April 13, 2020   11:44<br/>ID: e8919c8d-3d7d-4a9b-8ace-d7481f0ff8df</p>                         | <p>DocuSigned by:<br/><br/>2278381D96134D7...</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 24.130.143.83</p>        | <p>Sent: December 22, 2020   14:30<br/>Viewed: December 22, 2020   15:26<br/>Signed: December 22, 2020   15:26</p> |
| <p>Walter C. Rossmann<br/>wrossmann@ci.milpitas.ca.gov<br/>Director Finance<br/>City of Milpitas<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                                     | <p>DocuSigned by:<br/><br/>D9F94EEB50844F3...</p> <p>Signature Adoption: Uploaded Signature Image<br/>Using IP Address: 73.158.176.148</p> | <p>Sent: December 22, 2020   14:31<br/>Viewed: December 22, 2020   14:45<br/>Signed: December 22, 2020   14:48</p> |
| <p>Christopher J. Diaz<br/>christopher.diaz@bbklaw.com<br/>City Attorney<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: December 22, 2020   17:09<br/>ID: 1ee2894f-97ba-4474-9c4e-6de28e2c5461</p>                     | <p>DocuSigned by:<br/><br/>9B363A8B3E3946B...</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 74.116.243.2</p>         | <p>Sent: December 22, 2020   15:26<br/>Viewed: December 22, 2020   17:09<br/>Signed: December 22, 2020   17:12</p> |
| <p>Ashwini Kantak,<br/>akantak@ci.milpitas.ca.gov<br/>Assistant City Manager<br/>City of Milpitas<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Accepted: June 8, 2020   20:26<br/>ID: f98cdde4-7f01-4783-ab98-967eec8211d9</p> | <p>DocuSigned by:<br/><br/>0CF42D4A9C804E4...</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 174.194.211.174</p>    | <p>Sent: December 22, 2020   17:12<br/>Viewed: December 28, 2020   09:46<br/>Signed: December 28, 2020   09:47</p> |
| <p>Accounts Payable<br/>accountspayable@ci.milpitas.ca.gov<br/>City Employee<br/>City of Milpitas<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                                    | <p>DS<br/></p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 50.59.22.2</p>                                            | <p>Sent: December 28, 2020   09:47<br/>Viewed: December 29, 2020   09:27<br/>Signed: December 29, 2020   09:27</p> |
| In Person Signer Events                                                                                                                                                                                                                                                                                  | Signature                                                                                                                                                                                                                   | Timestamp                                                                                                          |
| Editor Delivery Events                                                                                                                                                                                                                                                                                   | Status                                                                                                                                                                                                                      | Timestamp                                                                                                          |
| Agent Delivery Events                                                                                                                                                                                                                                                                                    | Status                                                                                                                                                                                                                      | Timestamp                                                                                                          |
| Intermediary Delivery Events                                                                                                                                                                                                                                                                             | Status                                                                                                                                                                                                                      | Timestamp                                                                                                          |

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
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| Carbon Copy Events | Status | Timestamp |
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|                                                                                                                                                                                                                                           |                   |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------|
| Rachelle Currie<br>rcurrie@ci.milpitas.ca.gov<br>Senior Executive Assistant<br>City of Milpitas<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <div>COPIED</div> | Sent: December 22, 2020   17:12 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------|

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
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| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                           |
|---------------------|------------------|---------------------------|
| Envelope Sent       | Hashed/Encrypted | December 18, 2020   14:37 |
| Certified Delivered | Security Checked | December 29, 2020   09:27 |
| Signing Complete    | Security Checked | December 29, 2020   09:27 |
| Completed           | Security Checked | December 29, 2020   09:27 |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--------------------------------------------|
|--------------------------------------------|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Milpitas (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO City of Milpitas:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov)

#### **To advise Carahsoft OBO City of Milpitas of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO City of Milpitas**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO City of Milpitas**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mluu@ci.milpitas.ca.gov](mailto:mluu@ci.milpitas.ca.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Milpitas as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Milpitas during the course of your relationship with Carahsoft OBO City of Milpitas.

**AMENDMENT NO. 3**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF MILPITAS AND**  
**ALTA PLANNING + DESIGN INC.**



**FOR**  
**TRAILS AND BIKEWAY PEDESTRIAN MASTER PLAN UPDATE**

This Amendment No. 3 is entered into this \_\_\_\_ day of August 2021, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and Alta Planning + Design Inc., a California corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 3.

**RECITALS:**

WHEREAS, on February 20, 2019, the Parties entered into a Professional Services Agreement for Trails and Bikeway Pedestrian Master Plan Update (the "Agreement") for the maximum amount of \$193,183.00, and with a term period of February 20, 2019 to June 30, 2020; and

WHEREAS, on May 19, 2020, the Parties entered into Amendment No. 1 to the Agreement, which extended the end date of the term period to December 30, 2020; and

WHEREAS, on December 28, 2020, the Parties entered into Amendment No. 2 to the Agreement, which amended the Agreement to increase the compensation amount by \$36,219.00, extend the term period end date through December 31, 2021, and revise the Scope of Work and Project Budget accordingly; and

WHEREAS, the Parties now desire to further amend the Agreement to increase the compensation amount by \$47,322, extend the term period end date through December 31, 2022, and revise the Scope of Work and Project Budget accordingly.

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

1. Section 2. Compensation, subsection b. - the first line is hereby amended to read as follows: "In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Two Hundred and Seventy-Six Thousand Seven Hundred Twenty-Four Dollars and Zero Cents (\$276,724.00)."
2. Section 5. Term of Performance- the first line is hereby amended to read as follows: "The term of this agreement shall be from **December 31, 2021** to **December 31, 2022**, unless earlier terminated as provided herein."
3. **Exhibit A** (Scope of Services) to the Agreement is amended to include **Exhibit A-1** (Scope of Services), attached hereto and incorporated herein.

4. **Exhibit B** (Fee and Schedule of Charges/Payments) to the Agreement is amended to include **Exhibit B-1** (Fee and Schedule of Charges/Payments), attached hereto and incorporated herein.
5. All other provisions of the Agreement not amended by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]  
**SIGNATURE PAGE OF AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MILPITAS AND  
ALTA PLANNING + DESIGN INC.**

**CITY OF MILPITAS**

*Approved By:*

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

\_\_\_\_\_  
Date

*Approved As To Form:*

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

*Approved:*

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

*Approved As To Content:*

\_\_\_\_\_  
Steve Erickson, Engineering Director/City Engineer

**ALTA PLANNING + DESIGN INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
DIR Registration Number (If Applicable)

**City of Milpitas Trails, Pedestrian, and Bicycle Master Plan**Rincon Consultants ISMND Scope of Work- *Revised*

June 29, 2021

**Task 1. Kickoff/Mobilization for Draft Initial Study-Mitigated Negative Declaration**

For broad programs like active transportation plans or other long-range planning projects, Rincon normally recommends the preparation of program-level review document to address CEQA compliance. In this case, we believe that an Initial Study – Mitigated Negative Declaration (IS-MND) would adequately address the multiple facility projects that may be proposed in the TPBMP. If it is determined through the Initial Study and early consultation process that the project may result in significant and unavoidable environmental impacts, we will notify the City immediately to determine the necessary course of action.

The **Trails, Pedestrian, and Bicycle Master Plan** constitutes a citywide program, and the IS-MND therefore will be structured to analyze the potential environmental impacts of the Plan at a programmatic level, while focusing on the subset of prioritized facilities projects listed in the TPBMP that would involve physical ground disturbance (i.e. bridge structures or new trail construction near waterways, concrete or asphalt cutting for curb bulb outs or protected bike lane barriers). Because some projects may require additional environmental analysis after their final design, location, and specific features are determined, the IS-MND will be written to facilitate the streamlining of future CEQA review and provide prescriptive mitigation to provide guidance for facilities projects to follow. In some cases, these prescriptive performance-based mitigation measures can be incorporated into future projects to streamline implementation.

**Task 2: Administrative Draft IS-MND**

Rincon will prepare an internal review (Administrative) draft Initial Study which documents existing conditions, project impacts (if any), mitigation measures, and resulting level of significance for each of the topical areas required under CEQA. If necessary, mitigation measures may include a broad range of programs and resource protection procedures as required by resource protection law. Following each mitigation measure will be a discussion of the significance of the impact, and disposition with appropriate and feasible mitigation. Rincon will submit electronic copies of the Administrative Draft IS-MND in both PDF and Word format.

**Task 2: Second Administrative Draft IS-MND**

Rincon will respond to City comments on the Administrative Draft IS-MND and submit a Second Administrative Draft IS-MND for review. This document will be submitted in Microsoft Word with revisions shown in track changes. If additional technical analysis is warranted based on comments then additional scope and fee may be required.

**Task 4: Prepare Draft IS-MND**

Rincon will conduct final revisions and prepare the Draft IS-MND for public review. Prior to publication, we will provide a clean PDF screen-check document for final City review. We assume that any comments at this stage will be limited to minor typographical or formatting edits, if any. Rincon will prepare a Notice of Intent (NOI) to Adopt an IS-MND. One electronic copy of the Public Review Draft IS-MND will be provided. Rincon will electronically transmit the NOI and other required forms of the IS-MND to the State Clearinghouse. Rincon will also file the NOI with the County Clerk. We assume that the City will be responsible for mailing copies and notices to responsible agencies, if any; neighboring or nearby property owners or residents; and other interested parties. It is also assumed that the City will be responsible for noticing required under CEQA or City procedures, including posting at the site or

## **City of Milpitas Trails, Pedestrian, and Bicycle Master Plan**

Rincon Consultants ISMND Scope of Work- *Revised*

June 29, 2021

newspaper ads. However, Rincon can assist with these tasks for an additional fee on a time and materials basis.

### Key Assumptions:

- One set of comments on the Administrative Draft IS-MND
- City will complete Assembly Bill 52 consultation
- Comments on the Screen check Draft IS-MND will be minor typographical or formatting edits
- Rincon will prepare the Notice of Intent to Adopt MND
- Rincon will electronically file the Draft IS-MND with the State Clearinghouse
- Rincon will file the Notice of Intent with the County Clerk
- No printed copies will be provided
- City will be responsible for noticing under CEQA

### Deliverables:

- Administrative Draft IS-MND in Word and PDF format
- Notice of Intent Form
- Notice of Completion Form
- Draft IS-MND in Word and PDF format

## **Task 5: Prepare Response to Comments / Final Initial Study-Mitigated Negative Declaration**

Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft response to comments and an Administrative Final IS-MND for review by City staff. This scope of work assumes that up to six comment letters will be received, including one lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 25 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

### Key Assumptions:

- No more than six comment letters will be received
- 25 professional staff hours will be sufficient to respond to comments

### Deliverables:

- Administrative Final IS-MND in Word and PDF format

## **City of Milpitas Trails, Pedestrian, and Bicycle Master Plan**

Rincon Consultants ISMND Scope of Work- *Revised*

June 29, 2021

### **Task 6: Prepare Final IS-MND and Mitigation Monitoring and Reporting Program**

Upon receipt of comments on the Administrative Final IS-MND, we will incorporate changes and prepare the Final IS-MND. This task will also include preparation of the Mitigation Monitoring and Reporting Program (MMRP), which will include a list of mitigation measures, monitoring timing, and responsibility. One electronic copy of Final IS-MND will be provided. If the project is approved, Rincon will prepare a Notice of Determination (NOD) to file with the County Clerk. Rincon will be responsible for payment of County Clerk and California Department of Fish & Wildlife (CDFW) CEQA fees and for filing the NOD with the State Clearinghouse.

#### Key Assumptions:

- Rincon will prepare Notice of Determination Form
- Rincon will file Notice of Determination with State Clearinghouse
- Rincon will be responsible for filing fees, including CDFW CEQA fees, and filing with the County Clerk

#### Deliverables:

- Mitigation Monitoring and Reporting Program in Word and PDF format
- Final IS-MND in Word and PDF format
- Notice of Determination Form

# City of Milpitas Trails, Pedestrian, and Bicycle Master Plan

Rincon Consultants ISMND Scope of Work- Revised

June 29, 2021

Exhibit B-1



## RINCON CONSULTANTS, INC.

### City of Milpitas Trails, Pedestrian, and Bicycle Master Plan IS-MND

#### Cost Estimate

|                                                     | Rincon Labor Classification → |                 |            | Principal II    | Senior Professional I | Professional IV  | Production Specialist | GIS/CADD Specialist II | Clerical      |
|-----------------------------------------------------|-------------------------------|-----------------|------------|-----------------|-----------------------|------------------|-----------------------|------------------------|---------------|
| Tasks                                               | Labor Cost                    | Direct Expense  | Hours      | \$247           | \$165                 | \$149            | \$91                  | \$129                  | \$77          |
| Task 1: Kickoff/Mobilization                        | \$1,612                       | \$85            | 10         | 1               | 6                     | 2                |                       |                        | 1             |
| Task 2: Admin Draft IS-MND                          | \$18,961                      |                 | 125        | 6               | 18                    | 88               | 6                     | 6                      | 1             |
| Task 3: Second Admin Draft IS-MND                   | \$6,919                       |                 | 43         | 4               | 12                    | 26               |                       |                        | 1             |
| Task 4: Public Review Draft IS-MND                  | \$4,444                       |                 | 30         | 1               | 8                     | 16               | 4                     | 1                      |               |
| Task 5: Response to Comments/Final IS-MND           | \$4,328                       | \$4,225         | 28         | 2               | 6                     | 17               | 2                     | 1                      |               |
| Task 6: Mitigation Monitoring and Reporting Program | \$2,158                       |                 | 14         | 1               | 2                     | 10               | 1                     |                        |               |
| Task 7: Project Management                          | \$4,590                       |                 | 28         | 5               | 18                    |                  |                       |                        | 5             |
| <b>SUBTOTAL COST</b>                                | <b>\$ 43,012</b>              | <b>\$ 4,310</b> | <b>278</b> | <b>\$ 4,940</b> | <b>\$ 11,550</b>      | <b>\$ 23,691</b> | <b>\$ 1,183</b>       | <b>\$ 1,032</b>        | <b>\$ 616</b> |

#### Direct Cost Summary

|                                   |                 |
|-----------------------------------|-----------------|
| Vehicle Costs                     | \$ 170          |
| Filing Fees                       | \$ 4,140        |
| <b>Subtotal Additional Costs:</b> | <b>\$ 4,310</b> |

#### Summary

|                             |                  |
|-----------------------------|------------------|
| Professional Fees Subtotal  | \$ 43,012        |
| Direct Costs Subtotal       | \$ 4,310         |
| <b>TOTAL PROJECT BUDGET</b> | <b>\$ 47,322</b> |

**Professional Services** - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon



**City of Milpitas, California**

**BUDGET CHANGE FORM**

| Type of Change                                                                                                                                  | From*                                       |                                    | To*                                        |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------|--------------------------------------------|------------------------------------|
|                                                                                                                                                 | Account                                     | Amount                             | Account                                    | Amount                             |
| <b>Check one:</b><br><br><input checked="" type="checkbox"/> <b>Budget Appropriation</b><br><br><input type="checkbox"/> <b>Budget Transfer</b> | <b>330-2931</b><br><b>331-9513448153899</b> | <b>\$47,322</b><br><b>\$47,322</b> | <b>330-3999</b><br><b>331-951344814800</b> | <b>\$47,322</b><br><b>\$47,322</b> |

Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an Amount of \$47,322 to Complete California Environmental Quality Act (CEQA) Review, Extend the Term of the Agreement to December 31, 2022, and Approve Budget Appropriation of \$47,322 to Project No. 3448.

**Background:**

City Capital Improvement Project No. 3448, Trails and Bikeway Master Plan Update is in the approved 2020-2025 Capital Improvement Program and provides an update to the City's plan. The updated Master Plan will include recommended improvements for connectivity and network enhancements for all users including pedestrians and bicycles; identify gaps in the City's regional trail system; develop trail design guidelines and estimated costs; support economic development; and enhance the quality of life for residents.

The City contracted with the firm of Alta Planning and Design on February 26, 2019 to complete the Trails and Bikeway Master Plan Update for a total amount of \$193,183 (Attachment 1). On May 19, 2020, Amendment 1 (Attachment 2) to the contract was approved to provide a 6-month contract time extension. On December 28, 2020, Amendment 2 (Attachment 3) was approved to provide \$36,219 in additional compensation and to increase contract by 1-year. Amendment's 1 and 2 were required due to the Covid-19 pandemic stay-at-home order to provided additional contract time and compensation to allow Alta Planning and Design to conduct additional social media outreach for public review and input on the proposed Master Plan update.

**Analysis:**

The update to the Master Plan is 95% complete and includes as assessment of existing conditions, initial community outreach, identification of needs and gaps, outside agency coordination, and recommendations for improvements.

Because the updated to the Master Plan will include improvement recommendations for future project implementations, it requires California Environmental Quality Act (CEQA) review and analysis to identify any significant environmental impacts associated with the recommended improvements. The proposed CEQA analysis will include program-level review document to address CEQA compliance. This will consist of an Initial Study-Mitigation Negative Declaration (IS-MND) for CEQA compliance.

Staff has negotiated a scope and fee with the Alta Planning and Design to provide the CEQA analysis for \$47,322 and to extend the term of the contract to December 31, 2022 which is considered reasonable for the services to be provided. Staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 3 (Attachment 4) with Alta Planning and Design to provide the required CEQA

analysis. The new total contract amount with Alta Planning and Design is \$276,724 with a term through December 31, 2022.

Staff also recommends the Council approve a Budget Appropriation (Attachment 5) to appropriate \$47,322 from General Government CIP Funds into Project No. 3448 to fund this additional required CEQA work.

**Policy Alternative:**

Alternative: Do not approve Amendment No. 3 with Alta Planning and Design and not approve the Budget Appropriation for required CEQA analysis.

Pros: None

Cons: Project CEQA analysis at this phase of the project is required and the updated Master Plan document may not be in compliance with CEQA if the analysis is not completed at this project phase.

Reason for not recommending: The update to the City's Trails and Bikeway Master Plan will be a long-term planning document identifying where improvements to infrastructure are needed. Staff recommends an initial review of environmental impacts be completed at this time.

**Fiscal Impact:**

The approval of a Budget Appropriation (**Attachment 5**) of \$47,322 from the General Government CIP Fund into Project No. 3448 is required to execute Amendment No. 3 for this contract. The following is a summary of the fiscal impact:

| Description    | Approved Budget  | Requested Additional Budget | Total Project Budget |
|----------------|------------------|-----------------------------|----------------------|
| Design         | \$236,219        | \$47,322                    | \$283,541            |
| Administration | \$10,000         | \$0                         | \$10,000             |
| <b>Total</b>   | <b>\$246,219</b> | <b>\$47,322</b>             | <b>\$293,541</b>     |

**California Environmental Quality Act: N/A**

Project No. 3438 for the update to the City's Trails, Pedestrian, and Bicycle Master Plan constitutes a citywide program, and is subject to CEQA review and analysis. An Initial Study – Mitigated Negative Declaration (IS-MND) is recommended to address multiple facility projects that are proposed in the Plan. The Initial Study findings will identify if the Plan would result in significant and unavoidable environmental impacts that would necessitate additional actions by the City.

**Recommendations:**

- 1) Approve and Authorize the City Manager to Execute Amendment No. 3 to the Consultant Services Agreement with Alta Planning and Design for an amount of \$47,322 to complete California Environmental Quality Act (CEQA) review and to extend the term of the Agreement to December 31, 2022.
- 2) Approve Budget Appropriation of \$47,322 from the General Government CIP Fund into Project No. 3448.

**Attachments:**

Attachment 1 - Consultant Services Agreement with Alta Planning and Design  
Attachment 2 - Amendment No. 1  
Attachment 3 - Amendment No. 2  
Attachment 4 - Amendment No. 3  
Attachment 5 - Budget Change Form

|                                                                   |                                 |                               |
|-------------------------------------------------------------------|---------------------------------|-------------------------------|
| <input type="checkbox"/> Check if City Council Approval required. |                                 | Meeting Date: August 03, 2021 |
|                                                                   |                                 |                               |
| Requested by:                                                     | Department Head: Steve Erickson | Date: August 03, 2021         |
| Reviewed by:                                                      | Finance Director: Lauren Lai    | Date: August 03, 2021         |
| Date approved by City Council, if required:                       |                                 | Confirmed by:                 |

FI/24786/V

LarForm 30-222 (Rev. 1/92)



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                          |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive. |
| <b>Category:</b>       | Consent Calendar-Community Development                                                                                                                                                                   |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                 |
| <b>Staff Contact:</b>  | <b>Steve Erickson, Engineering Director/City Engineer 408-586-3301</b>                                                                                                                                   |
| <b>Recommendation:</b> | Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive. |

### **Background:**

On April 25, 2018 the Planning Commission conditionally approved a Site Development Permit (SD17-0005) to allow for a 194-room, five story hotel on a 3.34 acre parcel located at 521 Alder Drive, at the southeast corner of East Tasman Drive and the Interstate 880 highway.

In accordance with State Law and the City's Municipal Regional Stormwater NPDES Permit ("MRP") issued by the Regional Water Quality Control Board ("RWQCB"), new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development ("LID") post construction stormwater control measures into the project. LID control measures include, for example, bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

### **Analysis:**

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

The LD Milpitas Property, LLC development uses storm water bio-retention treatment areas. The Developer and the subsequent property owners will be responsible for the perpetual maintenance and operation of bio-retention treatment areas specified in the Agreement. Element Hotel is responsible for all maintenance and operations of all stormwater treatment facilities on site, but a private agreement was created between AC Hotel and Element Hotel to share the maintenance responsibilities (Exhibit B).

The stormwater facilities have been completed and the owner has complied with the LID requirements and has executed the required Agreement, which has been reviewed by the City Attorney as to form and by the City Engineer as to content.

**Policy Alternatives:****Alternative 1:**

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

Pros: None

Cons: Not approving the Agreement would cause the project to be not in compliance with the conditions of development and the City's Municipal Code and would be prohibitive by federal and state law.

Reason not recommended: To be in compliance with federal and state law, including the MRP, and to allow for the on-going maintenance and annual City Inspection of the installed stormwater treatment devices and areas, staff recommends approval of the Agreement.

**Fiscal Impact:**

The developer will pay for the required annual maintenance and inspection of the stormwater facilities.

**California Environmental Quality Act:**

This Agreement ensures the continuation of an administrative or maintenance activity. Execution of the Agreement is not considered a project under CEQA Guidelines section 15378(b)(4) as there will be no direct or reasonably foreseeable indirect physical change in the environment from this action to ensure continuing administrative and maintenance activities.

**Recommendation:**

Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LD Milpitas Property, LLC for the Element Hotel Project at 521 Alder Drive.

**Attachments:**

1. Stormwater Management Facilities Operation and Maintenance Agreement

Control No. 2021-\_\_\_\_\_  
Recording Requested by  
and when Recorded, return to:

City of Milpitas  
455 E. Calaveras Boulevard  
Milpitas, CA 95035-5479

Attn: City Clerk

Exempt From Recording Fees  
Govt Code §27383

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

Assessor's Parcel No. 083-19-022

Document Transfer Tax is \$ 0

( ) Computed on full value of property conveyed

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

City transfer tax is \$ 0

**STORMWATER MANAGEMENT FACILITIES  
OPERATION AND MAINTENANCE AGREEMENT  
(Parcel Map)**

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this 24 day of MAY 2021 ("Effective Date"), by and between LD Milpitas Property, LLC, a Delaware Limited Liability Company ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

**RECITALS**

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

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached **Exhibit A** ("Property"), which is fully incorporated herein by reference.
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the subdivision and development of the Property, including the construction of a five story hotel building comprising up to 194 rooms with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 3.34 acre site located at 521 Alder Drive in Milpitas and more commonly known as Element Hotel, Project No. PJ1283, (the "Project") on the Property, and subject to conditions set forth in the following (collectively "City Approvals"):
1. Resolution No. 18-010 approving Site Development Permit No. SD 17-0005,
  2. Resolution No. 19-025 approving Minor Tentative Map No. TP 19-0001,
  3. Resolution No. 18-010 approving Conditional Use Permit No. UP 17-0004, and

4. Resolution No. 18-010 approving Variance No. VA 17-0005;

- C. **WHEREAS**, the Map divides the Property into two (2) separate lots ("Lots"), and the present and future owner(s) of said Lots, which includes but is not limited to the Property Owner, are referred to herein as "Lot Owners." As of the effective date of this Agreement, the Property Owner is the only Lot Owner.
- D. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- E. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance, as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, and to provide for the ongoing operation, maintenance, and inspection at no cost or expense to the City, of Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project. The Plan is attached hereto as **Exhibit B** and fully incorporated herein by reference.
- F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP operation and maintenance and an annual inspection checklist for the BMPs constructed on the Property. and
- G. **WHEREAS**, this Agreement memorializes the Property Owner's and any future Lot Owner(s)' maintenance, operation, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan and acknowledges existing easements on, over, through and/or across the Lots to provide for the access, inspection, maintenance, operation, repair, and replacement of the BMPs.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants contained herein, and the following terms and conditions, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

### **Section 1.      Construction Obligations:**

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City.

**Section 2. Inspection, Operation, and Maintenance Obligations – Joint and Several Responsibility:**

A. Responsibility. Lot Owners must inspect, operate, and maintain the BMPs at Lot Owners' full cost and expense in accordance with the terms of this Agreement in a manner assuring peak performance at all times and not to modify the BMPs in any manner that lessens their effectiveness. After the first transfer of a Lot from the Property Owner, the Lot Owners have joint and several responsibility for all obligations under this Agreement, including but not limited to inspection, operation, and maintenance of all BMPs in accordance with this Agreement. Maintenance includes, but is not limited to, any modification, repair, or replacement activity necessary to ensure compliance with performance criteria in this Agreement.

B. Performance and Maintenance Criteria. Lot Owners must use their best efforts to diligently and adequately inspect, operate, maintain, repair, modify, and replace, in perpetuity, the BMPs in a manner assuring peak performance at all times and shall make such modifications and replacement to the BMPs, subject to City's prior approval, as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish their intended purpose, in good repair, and in compliance with all applicable federal, state, county and local laws and regulations, including, but not limited to, the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Lot Owners shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Lot Owners shall not destroy or remove the BMPs or modify any measure in any manner that would lessen effectiveness. Lot Owners shall make available copies of the approved Stormwater Control Operation and Maintenance Plan to the Property manager(s).

C. Inspection Requirements. The Lot Owners, at their sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan and must submit to the City a report of the results of the inspection ("annual inspection report"). The annual inspection report shall include a completed checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Lot Owners are responsible to submit the Inspection Report on these BMPs to the City Engineer no later than July 15<sup>th</sup> of each year.

D. Costs of Inspection, Operation, and Maintenance: Lot Owners are jointly and severally liable for the costs of inspection, operation, and maintenance of the BMPs and may, by separate agreement, provide for the allocation of such costs.

**Section 3. Affirmation of Easements:**

Property Owner acknowledges that the City Approvals require easements for Stormwater Treatment Facilities drainage, access, swale(s), maintenance, other on, over, through, and/or across the Lots for purposes of implementing the requirements of the Plan and hereby affirms the granting of these easements.

**Section 4. Covenants Running with the Land:**

The provisions of this Agreement shall be equitable servitudes and covenants running with the land, binding upon and inuring to the benefit of each Lot and each successive Lot Owner. The Property Owner hereby declares that the Property and each Lot constituting a portion thereof



shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights herein set forth for the use and benefit of each of the Lots. The provisions of this Agreement are enforceable by Property Owner, the City and any future Lot Owner against any other owner, tenant, or occupant of a Lot. Each Lot Owner shall have the right, but not the obligation, to enforce, in any manner permitted by law or in equity, including by arbitration, any and all of the provisions of this Agreement upon other Lot Owners.

**Section 5.      Recording:**

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

**Section 6.      Rights of City:**

A.      Indemnification of City. The Property Owner, on Property Owner's behalf and on behalf of all Lot Owners and all successors in interest, individually and collectively, agrees to indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Lot Owner(s) and the Lot Owner(s) shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment or settlement is entered or enforcement action is issued against the City, or its authorized agents or employees, related to this Agreement, the Lot Owner(s) must pay all costs and expenses to satisfy the judgment, settlement, or enforcement action unless the City agrees otherwise in writing as part of the judgment, settlement, or enforcement action.

B.      Security and Transfer of Lots.

1.      The Property Owner shall deposit and maintain Four thousand Dollars (\$4,000.00) in a Private Job Account with the City for inspection of BMPs by City Staff. The deposit of Four Thousand Dollars (\$4,000.00) shall be made simultaneously with the execution of this agreement. The Lot Owners, and their successors and assigns, are jointly and severally responsible to maintain the Private Job Account until this Agreement is terminated in writing by the City and all Lot Owners. The Private Job Account must be maintained in a form and amount which the City determines will guarantee performance of the obligations stated herein, to pay the City's costs of conducting inspections of the BMPs, and to ensure proper maintenance and operation of the BMPs. The City may, in the case of a cash bond, act for any Lot Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

2. The security required by this Section is an obligation running with the land and shall not be refundable to any Lot Owner due solely to transfer or other conveyance of the Lot. Upon transfer or other conveyance of the Property or any Lot, the Lot Owner shall provide the new owner, tenant, or other occupier with the current Plan and a copy of this Agreement.

C. Right of Entry. In addition to the rights provided by law, the Property Owner, on its behalf and on behalf of all Lot Owners and all successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property at reasonable times and in a reasonable manner to inspect, assess or observe the BMPs in order to ensure that the BMPs are being properly maintained and are continuing to perform in a manner to protect water quality and the public health and safety. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs.

D. Failure to Maintain. In the event City believes any or all Lot Owner(s) have failed to comply with the requirements of this Agreement, failed to inspect, operate, and maintain BMPs in accordance with the Plan and the City's Ordinance, or if the City believes that lack of proper maintenance has created the potential for adverse impacts to water quality, public health and safety, or the City's drainage system, the City may, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Lot Owner(s) shall have such time provided by law, to cure or commence and diligently pursue cure of the relevant failure. Notwithstanding the foregoing, City may, in its sole discretion, enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Lot Owner(s). The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this Section takes any action to return the BMPs to good working order, the Lot Owner(s) shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Lot Owner(s) with an itemized invoice of the City's costs and expenses and the Lot Owner(s) shall make full payments to the City within thirty (30) days of the date of the invoice. If the Lot Owner(s) fails to pay the invoice within thirty (30) days, the City shall be entitled to pursue any available remedies, including, to the fullest extent allowed by law, to cause a lien or assessment for any such unpaid maintenance expense bill to be recorded against the Property. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City. For purposes of this Agreement, "emergency" which authorizes the City to enter the Property without prior notice is any circumstance the City determines poses a threat of imminent danger, death or serious physical injury to any person, to public property, or to the environment.

E. Enforcement. If any Lot Owner fails to inspect, operate, or maintain the BMPs as required by this Agreement, the City may, but is not required to, pursue any enforcement action

available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against any and all Lot Owner(s) in any manner authorized by law or in equity.

F. No Limitation. The rights provided to City hereunder are in addition to all other legal and/or equitable remedies available to City.

G. Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action. Nothing in this Agreement creates an obligation for the City to obtain specific performance or to inspect, operate, maintain, or repair any BMP, nor does this Agreement prohibit the City from pursuing other legal recourse against Property or Lot Owners.

**Section 7. Notices:**

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

To CITY:

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

To PROPERTY OWNER:

LD Milpitas Property, LLC  
Attn: Nate Taylor  
5314 North River Run Drive, Suite 310  
Provo, UT 84604

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

**Section 8. Multiple Lot Owners:**

As used herein, "Lot Owner" means the owner(s) of any one or more of the Lots constituting the Property. If there are multiple owners of a Lot, each owner shall be jointly and severally liable for any breaches of this Agreement committed by any owner of any Lot.

**Section 9. Mortgage Protection:**

This Agreement does not prohibit any Lot Owner from encumbering its Lot with a mortgage or deed of trust. No beneficiary under such mortgage or deed of trust shall be obligated to cure any payment defaults of the Lot Owner unless such obligation is expressly assumed in writing. However, this Agreement shall be binding against any Lot Owner if the Lot is acquired by foreclosure, trustee's sale or similar transaction.

**Section 10. Books and Records:**

A. Maintenance of Books and Records. Each Lot Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in any way relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.

B. Availability of Books and Records. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

**Section 11. General Provisions:**

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Modifications and Rescission. This Agreement may not be modified orally or in any manner other than by an instrument in writing executed by City and all Lot Owners at the time of modification or rescission.

F. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Time. Time is of the essence in carrying out the duties hereunder.

H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

I. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

J. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Property Owner and the City.

***[Signatures on Following Page]***

**Signature Page to Stormwater Management Facilities Operation and Maintenance Agreement (Parcel Map)**

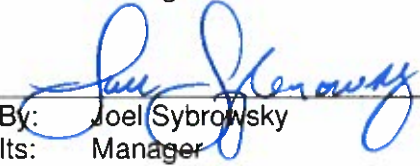
IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

**PROPERTY OWNER:**

LD Milpitas Property, a Delaware Limited Liability Company

By: LD Milpitas Lodging, LLC  
Its: Member

By: Dynamic City Capital, LLC  
Its: Manager

By:   
Its: Manager

**CITY:**

**CITY OF MILPITAS,  
A MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Steven McHarris, City Manager

Approved as to form:

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

Approved:

By: \_\_\_\_\_  
Lauren Lai, CPA, MPA  
Finance Director/Risk Manager

Recommended for approval:

By: \_\_\_\_\_  
Steve Erickson, City Engineer

**List of Exhibits:**

- "A" Property Description
- "B" Stormwater Control Operation and Maintenance Plan

***ATTACH NOTARY ACKNOWLEDGEMENT***

# Acknowledgment

State of Utah )

§

County of UTAH )

On this 24 day of May, in the year 2021, before me, Kathy King a notary  
date month year notary public name

public, personally appeared Joel Sybrowsky, proved on the basis of satisfactory  
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged  
(he/she/they) executed the same.

Witness my hand and official seal.

Kathy King  
(notary signature)



(seal)



**Exhibit A**  
**To**  
**Stormwater Management Facilities Operation and Maintenance Agreement (Parcel Map)**

**Legal Description of Property**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 086-02-086**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF THOSE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 24, 1999 AS DOCUMENT 14670107, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF BARBER LANE (60.00 FEET WIDE), SAID POINT ALSO BEING THE SOUTHEASTERLY TERMINUS OF THAT COURSE SHOWN AS BEARING NORTH 24° 35' 11" WEST, 1114.76 FEET AS SAID LANE AND COURSE ARE SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 535 OF MAPS, PAGES 3-4, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BARBER LANE AND ALONG SAID COURSE THE FOLLOWING TWO (2) DESCRIBED COURSES: 1) NORTH 24° 35' 04" WEST 31.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; 2) CONTINUING NORTH 24° 35' 04" WEST 329.68 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE AS SAID DRIVE IS DESCRIBED AS EXHIBIT "A" IN THAT CERTAIN GRANT DEED RECORDED IN BOOK M803, PAGE 226, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE LEAVING SAID SOUTHWESTERLY LINE OF BARBER LANE AND PROCEEDING WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE THE FOLLOWING TWO (2) DESCRIBED COURSES: 1) SOUTH 75° 18' 51" WEST 238.30 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 850.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE (WITH RADIUS OF 850.00 FEET) THROUGH A CENTRAL ANGLE OF 14° 24' 40" AND AN ARC LENGTH OF 213.79 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF TASMAN DRIVE SOUTH 45° 59' 17" EAST 450.75 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 14068148 IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE LAST SAID PARCEL (RECORDED AS DOCUMENT NUMBER 14068148) THE FOLLOWING FOUR (4) DESCRIBED COURSES: 1) NORTH 65° 24' 56" EAST 244.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 39.00 FEET 2) NORTHEASTERLY ALONG THE LAST SAID CURVE (WITH A RADIUS 39.00 FEET) THROUGH A CENTRAL ANGLE OF 11° 32' 40" AND AN ARC LENGTH OF 7.86 FEET; 3) NORTH 20° 21' 04" EAST 43.07 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 39.00 FEET; 4) FROM A TANGENT BEARING OF NORTH 13° 10' 09" WEST ALONG THE LAST SAID CURVE (WITH RADIUS 39.00 FEET) THROUGH A CENTRAL ANGLE OF 11° 24' 55" AND AN ARC LENGTH OF 7.77 FEET TO THE TRUE POINT OF BEGINNING.

**Exhibit B**  
**To**  
**Stormwater Management Facilities Operation and Maintenance Agreement (Parcel Map)**

**Stormwater Control Operation and Maintenance Plan**

Control No. 2020-\_\_\_\_\_  
Recording Requested by  
and when Recorded, return to:

LD Milpitas Property, LLC  
Attn: Adam Ricks, General Counsel  
5314 North River Run Drive, Ste 330  
Provo, UT 84604

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

Assessor's Parcel No. 083-19-022

### **PRIVATE STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT**

This Private Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this 24 day of MAY 2020 ("Effective Date"), by and between LD Milpitas Property, LLC, a Delaware Limited Liability Company, its successors and assigns ("Parcel 1 Owner") and between LD Milpitas Property, LLC, a Delaware Limited Liability Company, its successors and assigns ("Parcel 2 Owner") (combined "Parties").

### **RECITALS**

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

- A. **WHEREAS**, the Parties own the real property more particularly depicted and described on the attached **Exhibit A** ("Property"), which is fully incorporated herein by reference.
- B. **WHEREAS**, contemporaneous with the recording of this Agreement, LD Milpitas Property, LLC is entering into a STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT with the City of Milpitas ("City O&M Agreement"), attached hereto as **Exhibit A**.
- C. **WHEREAS**, the Parties desire to establish the mutual covenants and obligations associated with the operation, maintenance, and cost associated with the City O&M Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants contained herein, and the following terms and conditions, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

#### **Section 1. Construction Obligations:**

The Parcel 1 Owner, at its sole cost and expense, shall construct and install the BMPs, as defined in the City O&M Agreement, in accordance with the plans approved by and on file with the City of Milpitas.

## **Section 2. Inspection, Operation, and Maintenance Obligations:**

While both Parties shall be responsible under the City O&M Agreement, Parcel 1 Owner shall be primarily responsible for all inspections, operations, and maintenance requirements under the City O&M Agreement.

## **Section 3. Costs of Inspection, Operation, and Maintenance:**

The Parties agree that Parcel 1 Owner shall pay for inspections, operation, and maintenance of the BMPs and Parcel 2 Owner shall reimburse Parcel 1 Owner for 50% of any such costs associated with the inspections, operation, or maintenance of the BMPs. Parcel 2 Owner agrees to reimburse Parcel 1 Owner within 15 days of an invoice submitted by Parcel 1 Owner to Parcel 2 Owner.

## **Section 4. Covenants Running with the Land:**

The provisions of this Agreement shall be covenants running with the land, binding upon and inuring to the benefit of each Lot and each successive Lot Owner. The Parties hereby declares that the Property and each Parcel constituting a portion thereof shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, and rights herein set forth for the use and benefit of each of the Parcels. The provisions of this Agreement are enforceable by Parcel 1 Owner, Parcel 2 Owner, and any future successors and/or assigns against any other owner, tenant, or occupant of a Parcel. Each Parcel Owner shall have the right, but not the obligation, to enforce, in any manner permitted by law or in equity, including by arbitration, any and all of the provisions of this Agreement upon other Parcel Owners.

## **Section 5. Recording:**

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

## **Section 6. Multiple Lot Owners:**

As used herein, "Parcel Owner" means the owner(s) of any one or more of the Parcels constituting the Property. If there are multiple owners of a Parcel, each owner shall be jointly and severally liable for any breaches of this Agreement committed by any owner of any Parcel.

## **Section 7. Mortgage Protection:**

This Agreement does not prohibit any Lot Owner from encumbering its Lot with a mortgage or deed of trust. No beneficiary under such mortgage or deed of trust shall be obligated to cure any payment defaults of the Lot Owner unless such obligation is expressly assumed in writing. However, this Agreement shall be binding against any Lot Owner if the Lot is acquired by foreclosure, trustee's sale or similar transaction.

## **Section 8. Books and Records:**

A. Maintenance of Books and Records. Each Lot Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in any way relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.

B. Availability of Books and Records. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to the Parties, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by either Party.

#### **Section 9. General Provisions:**

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Modifications and Rescission. This Agreement may not be modified orally or in any manner other than by an instrument in writing executed by City and all Lot Owners at the time of modification or rescission.

F. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

G. Time. Time is of the essence in carrying out the duties hereunder.

H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

I. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement,

and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

J. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective Parties.

***[Signatures on Following Page]***

**Signature Page to Private Stormwater Management Facilities Operation and Maintenance Agreement  
(Parcel Map)**

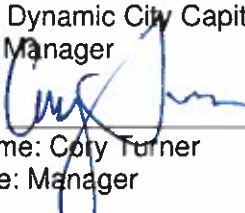
IN WITNESS WHEREOF, the Parties execute this Private Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

**Parcel 1 Owner:**

LD Milpitas Property, LLC,  
a Delaware Limited Liability Company

By: LD Milpitas Lodging, LLC  
Its: Sole Member

By: Dynamic City Capital, LLC  
Its: Manager

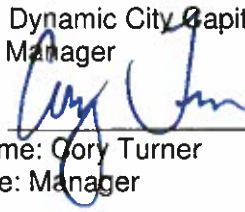
By:   
Name: Cory Turner  
Title: Manager

**Parcel 2 Owner:**

LD Milpitas Property, LLC,  
a Delaware Limited Liability Company

By: LD Milpitas Lodging, LLC  
Its: Sole Member

By: Dynamic City Capital, LLC  
Its: Manager

By:   
Name: Cory Turner  
Title: Manager

**List of Exhibits:**

- "A" Property Description
- "B" Stormwater Control Operation and Maintenance Plan



***ATTACH NOTARY ACKNOWLEDGEMENT***

# Acknowledgment

State of Utah )

§

County of UTAH )

On this 24 day of May, in the year 2021, before me, Kathy King a notary  
date month year notary public name

public, personally appeared Cory Turner, proved on the basis of satisfactory  
name of document signer  
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged  
(he/she/they) executed the same.

Witness my hand and official seal.

Kathy King  
(notary signature)



(seal)

# Storm Water Control Plan & Drainage Report PHASE 2 HOTEL – MILPITAS

MILPITAS, CALIFORNIA

NOVEMBER 6, 2019

PREPARED FOR:

**DYNAMIC CITY CAPITAL**

5314 NORTH RIVER RUN DRIVE, SUITE 310

PROVO, UTAH 84604

PREPARED BY:

**SANDIS**

636 9<sup>TH</sup> STREET

OAKLAND, CA 94607



DATE 11/06/2019

MICHAEL A. KUYKENDALL  
R.C.E. NO. 70870, EXPIRES 6-30-21



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**Appendix A**

County of Santa Clara C.3 Data Form (Updated 11.06.2019)

**Appendix B**

Soil Classification (Geotechnical Report) (Updated 4.19.2019 to remove non-stormwater related info)

**Appendix C**

MRP Calculation Worksheet

**Appendix D**

BMP Sizing Calculations (Updated 11.06.2019)

**Appendix E**

Site Plan (Storm Water Management Plan) (Updated 11.06.2019)

**Appendix F**

BMP Enlarged Details (Updated 11.06.2019)

**Appendix G**

Operations and Maintenance Manual (Updated 4.19.2019)

**Appendix H**

Bay Area Hydrology Model (Updated 11.06.2019)

**Appendix I**

City of Milpitas Storm Drain Block Map

**Appendix J**

Storm Drain Analysis Summary (Updated 11.06.2019)

**Appendix K**

Utility Plan (Updated 11.06.2019)

**Appendix L**

City of Milpitas Engineering Guidelines Section XIII

## **I. PROJECT DATA**

### **I.A. Introduction**

This report is an update to the Phase 1 – Element Hotel project that is currently in construction on the proposed parcel. The Phase 1 – Element Hotel report dated May 29, 2018 was approved as part of the entitlements phases of this project. This update is to reflect minor modifications made with the Phase 2 project, specifically an increase in the final development imperviousness by roughly 3,000 SF (an increase of 2.7%). In order to facilitate an expeditious review, the appendices table of contents on the prior page has been modified to identify updates issued with this Phase 2 version of the report.

### **I.B. Project Location and Description**

The 3.34-acre site is located in the City of Milpitas on the parcel identified by Alameda County GIS as APN 086-02-086. The project is bound by Tasman Drive to the North, Alder Drive to the South, Barber Lane to the East, and the Valley Transit Authority (VTA) parking lot to the West.

The exiting site is an undeveloped parcel with native grasses and little slope across the site. The existing drainage pattern has approximately ½ of the existing site sheet flowing to a valley gutter at the base of the adjacent Tasman Drive overpass (over Barber) and the remainder of the site sheet flows off the site to the south and east into Barber Lane and Alder Drive. The valley gutter ties into the existing storm drain on Barber which then runs to the South to Alder, then West on Alder such that all of the site runoff is connected to this Alder Drive System. The City of Milpitas Storm Drain block map is included in the appendices to show the layout of the existing surrounding system.

As described in the project Geotechnical Report prepared by Romig Engineers (dated 4/20/17 and attached in the appendix), the subsurface conditions are generally very stiff clays and silts. The upper layer of soils included sandy silt and silty sand which transitioned to layers of silts and clays. Groundwater was encountered in soil borings and may be as high as 3-4 feet below the existing grade as it fluctuates throughout the year.

### **I.C. Proposed Site Description**

The proposed development will include two hotels in two phases. The first phase will occupy the Southeast corner of the site at the Alder / Barber intersection and the second phase will site opposite the site on the Northwest corner.

Phase I construction will include a new 5 story Element Hotel with approximately 194 units and a footprint of approximately 23,615 SF. There will be a surface parking lot to serve the hotel with a few Bioretention areas for stormwater treatment and attenuation. The total site imperviousness in phase I will be 56,703 SF.

Phase II will consist of an AC Hotel of approximately 155 units and have a footprint of approximately 27,870 SF. The construction of this second phase will be generally within the footprint of the portion of the parcel not developed in Phase I and will have a total site imperviousness of approximately 107,991 SF.

The planned design for Phase 2 will utilize the same watershed areas as Phase 1. The bioretention areas sized with Phase 1 were oversized to allow minor changes during design and to reduce the size of the detention vaults required to comply with Hydromodification requirements, and therefore no changes will be required to the bioretention sizes for water quality treatment.

The stormwater detention vaults, however, have both been increased in size to accommodate the nominal increase in imperviousness expected in the Phase 2 condition. The BAHM analysis has been updated to reflect this change as well as a single point of connection and is included in this report.

#### **I.D. Opportunities and Constraints for Stormwater Control**

There are a few opportunities on-site which may be used for storm water control measures. Since the site is relatively flat, the proposed buildings and parking lot can be graded to flow towards adjacent landscaped areas and bioretention facilities. There are no existing utilities on site that would alter the site plan or proposed improvements. The existing storm drain pipes in the adjacent streets are fairly deep so there is adequate fall to connect to them and install bioretention measures.

One primary site constraint is the anticipated high groundwater table that will prohibit infiltration and require an impermeable liner be installed at the base of the bioretention facilities.

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

Additionally, since the project is within a hydromodification management area and will add or replace more than one acre of impervious surface, Hydromodification Management standards will apply such that the development of the site shall not increase the runoff flow rate or duration of the site in the post-project condition compared to the pre-project condition.

### **II. LOW IMPACT DEVELOPMENT DESIGN STRATEGIES**

#### **II.A. Bioretention Areas**

The project will utilize bioretention areas for both treatment and flow control. Impervious surfaces from the site will sheet flow to perforated curbs adjacent to bioretention areas that will allow stormwater to runoff, collect, filter, attenuate, and ultimately discharge. Runoff from the roof will be collected in downspouts and piped to daylight into planned bioretention areas.

#### **II.B. Use of Permeable Pavements**

At the southeast corner of the building, pervious pavers will be used in a small patio area to minimize storm water runoff.

#### **II.C. Dispersal of Runoff to Pervious Areas**

The runoff from the impervious areas will sheet flow to landscaped and bioretention areas. Rainwater downspouts are designed to outlet to bioretention areas located throughout the site.

#### **II.D. Tree Credits**

Tree Credits will be utilized for a portion of the site to offset nominal onsite sidewalk improvements at east and south exit doors to connect to the public sidewalks on Alder and Barber.

### **III. DOCUMENTATION OF DRAINAGE DESIGN**

The individual watershed sizes, an example BMP Sizing Calculation, individual BMP sizing calculations, and BMP details are included in Appendices C through F. Each bioretention areas were sized using the uniform flow method and the four percent (4%) rule as described in Appendix D.



#### **IV. SOURCE CONTROL MEASURES**

The following source control measures will be used on site: covered dumpster area drain to sanitary sewer, sanitary sewer connection or accessible cleanout for swimming pool/spa/fountain, maintenance, and storm drain labeling. (See Appendix A)

#### **V. STORMWATER FACILITY MAINTENANCE**

##### **V.A. Ownership and Responsibility for Maintenance in Perpetuity**

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

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

See the Storm water Facilities Operation and Maintenance Plan in Appendix G which sets forth a maintenance schedule for each of the treatment facilities built on the site. An agreement assigning responsibility for maintenance and providing for inspections and certification may also be required.

##### **V.C. Protection of BMP Areas Installed with Phase 1 during Phase 2 Construction**

During the construction of phase two, the contractor shall install erosion control measures such as straw waddle and inlet protection in the existing Bioretention areas constructed with phase 1. In addition, the contractor will provide adequate erosion control protection in and around the active construction area for Phase 2. At the end of Phase 2 construction, the engineer and peer reviewer will review the bioretention areas to ensure they are clean and functioning consistent with typical O&M reporting procedures final to Certification of these facilities with Phase 2. Any treatment areas that have been damaged will be repaired as needed.

#### **VI. BAY AREA HYDROLOGY MODEL SUMMARY**

The project will connect to one point of compliance before discharging to the City System at the Southwest corner of the site. There are (7) independent watersheds that contribute runoff to this point of compliance and an 8th watershed that is made up of new City Sidewalk within a sidewalk & utility easement that will sheet flow to the existing roads. This 8th watershed is not included in the BAHM model because it is considered a new improvement on an existing road and therefore not regulated.

Due to high groundwater on the site, the bioretention areas are not able to infiltrate which creates a large demand for onsite storage. Since the majority of the site will be built out, the project is proposing two large underground detention vaults to detain and slowly release runoff. The detention vaults will be lined with an impervious liner (to prevent infiltration and exfiltration) and outflow to nearby manholes that will have a weir with a riser and orifice sized as required by the BAHM output to mitigate runoff to predevelopment levels.

These vaults have been sized using the BAHM vault optimizer and have been minimized by adding flow control to the bioretention underdrains to maximize the storage in each bioretention area.

A portion of watershed A6 will be made up of pervious pavement and will be allowed to infiltrate since this area does not have significant pollutant source concerns and because it is being brought up about a foot relative to existing grade the groundwater table is expected to be approximately 4 feet below the bottom of the paver section.

The BAHM model is attached as Appendix H and the Point of Compliance is shown to pass.



## **VII. PIPE HYDRAULICS AND DRAINAGE SUMMARY**

### **VII.A. Background & Model Criteria**

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

The pipe system was modeled utilizing Storm and Sanitary Analysis extension from AutoCAD Civil 3D 2017 and was performed based off of the requirements of the City of Milpitas Engineering Guidelines Section XIII. For the purposes of this model, the detention components of this system were neglected for ease of modeling and at the recommendation of the City but is a very conservative design approach.

The model was run with one point of connection to the existing main, which was assumed to be full and have a starting HGL at the crown of the existing pipe. A minimum time of concentration of 10 minutes was assumed for this system. The results of this analysis are attached under Appendix I.

### **VII.B. Model Results & Conclusions**

As stated in the design criteria above, the actual peak flows for this system is mitigated to the predevelopment runoff rates for the point of compliance as required by BAHM. The peak flow generated in this model is theoretical to show the pipes as designed are sized sufficiently. The results of the analysis show a theoretical peak flow of approximately 4.53 CFS to the Southeast discharge point. As there is no surcharging on any portion of the pipes, we can say that the pipes are sufficiently sized.

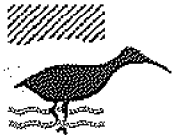
The HGL in the model stays about 3-4 feet below the rim elevations for the system and well below the 1 foot of minimum freeboard required.

## **VIII. CERTIFICATIONS**

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

# **APPENDIX A**

County of Santa Clara C.3 Form



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

Date Form Completed: 07/22/19  
Completed by: Gregory Trela

**Provision C.3 Data Form**

**Which Projects Must Comply with Stormwater Requirements?**

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

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

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

**What is an Impervious Surface?**

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

**For More Information**

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

**I. Project Information**

Project Name: Phase 2 Hotel Milpitas APN # 086-02-086

Project Address: 521 Alder Drive, Milpitas CA

Cross Streets: \_\_\_\_\_

Applicant/Developer Name: Dynamic City Capital

Project Phase(s): 2 of 2 Engineer: Sandis Engineers, Nathan Allen

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

☐ Private ☐ Public

☐ Residential ☒ Commercial ☐ Industrial ☐ Mixed Use ☐ Institutional

☐ Restaurant ☒ Uncovered Parking ☐ Retail Gas Outlet ☐ Auto Service (SIC code) \_\_\_\_\_

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

Project Description: Demolition of a portion of uncovered parking proposed in phase 1  
and construction of a new multi-story parking structure with hotel floor above.

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

## 2. Project Size

| a. Total Site Area: <u>3.34</u> acre                                                                                                           |                                              | b. Total Site Area Disturbed: <u>1.18</u> acre (including clearing, grading, or excavating) |                                                     |                                       |                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------|--------------------------------------------------|
| Impervious Area <sup>1</sup> (IA)                                                                                                              | Pre-project (Existing) IA (ft <sup>2</sup> ) | Existing IA Retained As-is (ft <sup>2</sup> ) (x)                                           | Existing IA Replaced with IA (ft <sup>2</sup> ) (y) | New IA Created (ft <sup>2</sup> ) (z) | Total Post-Project IA (ft <sup>2</sup> ) (x+y+z) |
| Roof                                                                                                                                           | 24,388                                       | 24,388                                                                                      | 26,651                                              | 1,219                                 | 52,258                                           |
| Surface Parking                                                                                                                                | 72,649                                       | 35,037                                                                                      | 7,085                                               | 583                                   | 42,705                                           |
| Sidewalks, streets, etc.                                                                                                                       | 11,752                                       | 11,752                                                                                      | 2,531                                               | 2,522                                 | 16,805                                           |
| <b>c. Total Impervious Area</b>                                                                                                                | <b>108,789</b>                               | <b>71,177</b>                                                                               | <b>36,267</b>                                       | <b>4,324</b>                          | <b>111,768</b>                                   |
| <b>d. Total new and replaced impervious area</b>                                                                                               |                                              |                                                                                             | <b>40,591</b>                                       |                                       |                                                  |
| Pervious Area (PA)                                                                                                                             | Pre-project (Existing) PA (ft <sup>2</sup> ) |                                                                                             |                                                     |                                       | Total Post-Project PA (ft <sup>2</sup> )         |
| Landscaping <sup>2</sup>                                                                                                                       | 34,627                                       |                                                                                             |                                                     |                                       | 31,647                                           |
| Pervious Paving                                                                                                                                | 644                                          |                                                                                             |                                                     |                                       | 644                                              |
| Other (e.g. Green Roof)                                                                                                                        | 0                                            |                                                                                             |                                                     |                                       | 0                                                |
| <b>e. Total Pervious Area</b>                                                                                                                  | <b>35,271</b>                                |                                                                                             |                                                     |                                       | <b>32,291</b>                                    |
| <b>f. Total Area (IA+PA)</b>                                                                                                                   | <b>144,060</b>                               |                                                                                             |                                                     |                                       | <b>144,059</b>                                   |
| <b>g. Percent Replacement of IA in Redevelopment Projects</b> (Total Existing IA Replaced with IA ÷ Total Existing IA) x 100% = <u>33.34</u> % |                                              |                                                                                             |                                                     |                                       |                                                  |

### 3. State Construction General Permit Applicability:

a. Is #2.b. equal to 1 acre or more?

- ☒ Yes, applicant must obtain coverage under the State Construction General Permit (see [www.swrcb.ca.gov/water\\_issues/programs/stormwater/construction.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml) for details).
- ☐ No, applicant does not need coverage under the State Construction General Permit.

### 4. MRP Provision C.3 Applicability:

a. Is #2.d. equal to 10,000 sq. ft. or more, or 5,000 sq. ft. or more for restaurants, auto service facilities, retail gas outlets, and stand-alone uncovered parking?

- ☒ Yes, C.3. source control, site design and treatment requirements apply
- ☐ No, C.3. source control and site design requirements may apply – check with local agency

b. For redevelopment projects, is #2.g. equal to 50% or more?

- ☐ Yes, C.3. requirements (site design and source control, as appropriate, and stormwater treatment) apply to the entire site
- ☒ No, C.3. requirements only apply to the impervious area created and/or replaced

### 5. Hydromodification Management (HM) Applicability:

a. Does the project create and/or replace one acre or more of impervious surface AND is the total post-project impervious area greater than the pre-project (existing) impervious area?

- ☒ Yes (continue) ☐ No – exempt from HM, go to page 3

b. Is the project located in an area of HM applicability (green area) on the HM Applicability Map? ( [www.scvurppp-w2k.com/hmp\\_maps.htm](http://www.scvurppp-w2k.com/hmp_maps.htm) )

- ☒ Yes, the project must implement HM requirements
- ☐ No, the project is exempt from HM requirements

<sup>1</sup> The "new" and "replaced" IA are based on the total area of the site and not specific locations on site. "Retained" means to leave existing IA in place. "Replaced" means to reconstruct IA where existing IA is removed. "New" IA is the quantity of IA that exceeds "Existing" IA at the site.

<sup>2</sup> Include bioretention and infiltration areas in landscaping.

## 6. Selection of Specific Stormwater Control Measures:

### Site Design Measures

- ☐ Minimize land disturbed (e.g., protect trees and soil)
- ☒ Minimize impervious surfaces (e.g., reduction in post-project impervious surface)
- ☒ Minimum-impact street or parking lot design (e.g., parking on top of or under buildings)
- ☐ Cluster structures/ pavement
- ☐ Disconnected downspouts (direct runoff from roofs, sidewalks, patios to landscaped areas)
- ☐ Pervious pavement
- ☐ Green roof
- ☒ Other self-treating<sup>3</sup> area (e.g., landscaped areas)
- ☐ Self-retaining<sup>3</sup> area
- ☐ Interceptor trees<sup>3</sup>
- ☐ Rainwater harvesting and use (e.g., rain barrel, cistern for designated use)<sup>4</sup>
- ☐ Preserved open space: \_\_\_\_\_ ac. or sq. ft. (circle one)
- ☐ Protected riparian and wetland areas/buffers (Setback from top of bank: \_\_\_\_\_ ft.)
- ☐ Other \_\_\_\_\_

### Source Control Measures

- ☐ Wash area/racks, drain to sanitary sewer<sup>5</sup>
- ☒ Covered dumpster area, drain to sanitary sewer<sup>5</sup>
- ☒ Sanitary sewer connection or accessible cleanout for swimming pool/spa/fountain<sup>5</sup>
- ☒ Beneficial landscaping (minimize irrigation, runoff, pesticides and fertilizers; promotes treatment)
- ☐ Outdoor material storage protection
- ☐ Covers, drains for loading docks, maintenance bays, fueling areas
- ☐ Maintenance (pavement sweeping, catch basin cleaning, good housekeeping)
- ☐ Storm drain labeling
- ☐ Other \_\_\_\_\_

### Treatment Measures

- ☐ None (all impervious surface drains to self-retaining areas)

#### LID Treatment

- ☒ Bioretention area
- ☐ Flow-through planter
- ☐ Tree Well Filter or Trench with bioretention soils
- ☐ Rainwater harvest/use (e.g., cistern or rain barrel for designated use, sized for C.3.d treatment)
- ☐ Infiltration trench
- ☐ Infiltration well/dry well
- ☐ Subsurface Infiltration System (e.g. vault or large diameter conduit over drain rock)
- ☐ Other \_\_\_\_\_

#### Non-LID Treatment Methods

- ☐ Proprietary high flow rate tree box filter<sup>6</sup>
- ☐ Proprietary high flow media filter (sand, compost, or proprietary media)<sup>6</sup>
- ☐ Vegetated filter strip<sup>7</sup>
- ☐ Extended detention basin<sup>7</sup>
- ☐ Vegetated swale<sup>7</sup>
- ☐ Other \_\_\_\_\_

### Flow Duration Controls for Hydromodification Management (HM)

- ☐ Extended Detention basin
- ☒ Underground tank or vault
- ☐ Bioretention with outlet control
- ☐ Other \_\_\_\_\_

<sup>3</sup> See SCVURPPP C3 Handbook for definitions.

<sup>4</sup> Optional site design measure; does not have to be sized to comply with Provision C.3.d treatment requirements.

<sup>5</sup> Subject to sanitary sewer authority requirements.

<sup>6</sup> These treatment measures are only allowed if the project qualifies as a "Special Project".

<sup>7</sup> These treatment measures are only allowed as part of a multi-step treatment process (i.e., for pretreatment).

## 7. Stormwater Treatment Measure (STM) Sizing for Projects with Treatment Requirements

| Stormwater Treatment Measure (STM) | Hydraulic Sizing Criteria Used* |
|------------------------------------|---------------------------------|
| Bioretention Area                  | 2c                              |
|                                    | Choose from list                |
|                                    | Choose from list                |
|                                    | Choose from list                |

\*Key: 1a: Volume – WEF Method  
 1b: Volume – CASQA BMP Handbook Method  
 2a: Flow – Factored Flood Flow Method  
 2b: Flow – CASQA BMP Handbook Method  
 2c: Flow – Uniform Intensity Method  
 3: Combination Flow and Volume Design Basis

## 8. Alternative Certification: Was the treatment system sizing and design reviewed by a qualified third-party professional that is not a member of the project team or agency staff?

☐ Yes ☒ No Name of Third-party Reviewer \_\_\_\_\_

## 9. Operation & Maintenance Information

A. Property Owner's Name Dynamic City Capital  
 B. Responsible Party for Stormwater Treatment/Hydromodification Control O&M:  
 a. Name: LD Milpitas Lodging II, LLC - Trevor Edwards  
 b. Address: 5314 North River Run Drive, Ste 310, Provo, Utah  
 c. Phone/E-mail: 801.443.6515, tedwards@dynamiccity.com

*This section to be completed by Municipal staff.*

### O&M Responsibility Mechanism

Indicate how responsibility for O&M is assured. Check all that apply:

- ☐ O&M Agreement  
☐ Other mechanism that assigns responsibility (describe below):  
 \_\_\_\_\_

*This section to be completed by Municipal staff (Note: This is an optional section that agencies should modify per their internal review and tracking process.)*

### Reviewed By:

Community Development Department

Planning Division: \_\_\_\_\_

Building Division: \_\_\_\_\_

Public Works Department

Engineering: \_\_\_\_\_

Other (Specify): \_\_\_\_\_

Return form to: \_\_\_\_\_

Data entry performed by: \_\_\_\_\_

# **APPENDIX B**

## Soil Classification



## **GEOTECHNICAL INVESTIGATION**

FOR LODGING DYNAMICS 5-STORY HOTEL  
ALDER DRIVE AND BARBER LANE  
APN: 086-02-086  
MILPITAS, CALIFORNIA 95035

Prepared for  
[Lodging Dynamics Hospitality Group](#)  
5314 North River Run Drive  
Provo, Utah 84604

[April 2017](#)  
Project No. 3991-1





April 20, 2017  
3991-1

**Lodging Dynamics Hospitality Group**  
5314 North River Run Drive, Suite 310  
Provo, Utah 84604

**RE: GEOTECHNICAL INVESTIGATION  
5-STORY HOTEL  
ALDER DRIVE AND BARBER LANE  
APN: 086-02-086  
MILPITAS, CALIFORNIA**

Attention: Mr. Trevor Edwards

Ladies and Gentlemen:

In accordance with your request, we have performed a geotechnical investigation for the proposed 5-story hotel building to be constructed at your undeveloped property located west of the intersection of Alder Drive and Barber Lane (APN: 086-02-086) in Milpitas, California. The accompanying report summarizes the results of our field exploration, laboratory testing, and engineering analysis, and presents our geotechnical recommendations for the project.

We refer you to the text of our report for specific recommendations. Thank you for the opportunity to work with you on this project. If you have any questions or comments about our findings or recommendations for the project, please call.

Very truly yours,

**ROMIG ENGINEERS, INC.**

Lucas J. Ottoboni, P.E.



Coleman K. Ng, P.E.

  
Glenn A. Romig, P.E., G.E.

Copies: Addressee (4)

Richardson Design Partnership (via email)

Attn: Mr. Jonathan Kland

BHB Structural Engineers (via email)

Attn: Mr. Gerald McKenzie

Sandis (via email)

Attn: Mr. Nathan Allen



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- Subsurface exploration consisting of drilling, sampling, and logging of two exploratory borings and four cone penetration test probes (CPTs) at the site.
- Laboratory testing of selected samples to aid in soil classification and to help evaluate the engineering properties of the soils encountered.
- Engineering analysis and evaluation of the subsurface data to develop geotechnical design criteria for the project. Our analyses included evaluation of liquefaction potential of the soils encountered at the site.
- Preparation of this report presenting our recommendations for the proposed construction.

### **Limitations**

This report has been prepared for the exclusive use of Lodging Dynamics Hospitality Group for specific application to developing geotechnical design criteria for the proposed 5-story hotel to be constructed at the undeveloped property located at the intersection of Alder Drive and Barber Lane (APN: 086-02-086) in Milpitas, California. We make no warranty, expressed or implied, for the services we performed for this project. Our services were performed in accordance with geotechnical engineering principles generally accepted at this time and location. This report was prepared to provide engineering opinions and recommendations only. In the event there are any changes in the nature, design or location of the project, or if any future improvements are planned, the conclusions and recommendations contained in this report should not be considered valid unless 1) the project changes are reviewed by us, and 2) the conclusions and recommendations presented in this report are modified or verified in writing.

The analysis, conclusions, and recommendations presented in this report are based on site conditions as they existed at the time of our investigation; the currently planned improvements; review of readily available reports relevant to the site conditions; and laboratory test results. In addition, it should be recognized that certain limitations are inherent in the evaluation of subsurface conditions, and that certain conditions may not be detected during an investigation of this type. Changes in the information or data gained from any of these sources could result in changes in our conclusions or recommendations. If such changes occur, we should be advised so that we can review our report in light of those changes.



## **SITE EXPLORATION AND RECONIASSANCE**

Our site reconnaissance and drilling of borings were performed on February 8, 2017 and the advancement of the CPTs were performed on March 19, 2017. The subsurface exploration consisted of advancing two exploratory borings to depths of approximately 35 and 45 feet, and four CPTs to depths ranging from approximately 45 to 50.5 feet. The exploratory borings were advanced using a truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers, and the CPTs were advanced using an electronic cone penetration test system, which was mounted on a truck having a down pressure capacity of 20 tons. The approximate locations of the borings and CPTs are shown on the Site Plan, Figure 2. The boring and CPT logs are attached in Appendix A, and the laboratory test results are attached in Appendix B.

### **Surface Conditions**

The property is located in a commercial area bounded by Alder Drive on the south side, Barber Lane on the east side, East Tasman Drive on the north side, and a parking lot on the west side. At the time of our investigation, the relatively flat site was vacant and vegetated with native grasses. The north boarder of the property was abutted by a fill slope that had an inclination of approximately 2:1 (horizontal:vertical) sloping up towards the street, which appeared to be associated with the development of East Tasman Drive.

### **Subsurface Conditions**

At the locations of our exploratory borings and CPTs, we generally encountered 17 to 21 feet of interbedded firm to very stiff clays and silts. The upper fine grained material appeared to transition into 1 to 6 feet thick strata of intermediate/interbedded clayey silt, sandy silt and silty sand. Beneath the intermediate transitional soils, we encountered loose to dense sands (with limited fines content) interbedded with relatively thin layers or silts and clays to the maximum depths explored of about 45 feet and 35 feet in Boring EB-1, and EB-2 respectively, and to the maximum depths explored of about 45 feet in CPT-01, CPT-02, and CPT-03. In CPT-04, beneath the sands, we encountered clayey silt and silty clay to the maximum depth explored of 50.5 feet.

Although a majority of the liquefiable strata appeared to be within the upper 30 feet, we note that some relatively thin portions of sandy and silty material beneath a depth of 30 feet also appear to be susceptible to liquefaction. Details of our liquefaction evaluation are included in the section below titled “Liquefaction Evaluation.”

A Liquid Limit of 30 and Plasticity Index of 11 were measured on one sample of near-surface soil from Boring EB-2, indicating the near-surface soils have low plasticity and a relatively low potential for expansion.

**Ground Water**

Ground water was encountered during drilling at depths of 10 and 12.5 feet in Borings EB-1 and EB-2, respectively. In addition, pore pressure dissipation tests conducted in all four CPTs indicated that ground water was located at depths ranging from about 7 to 12.8 feet below the ground surface. The borings and CPT's were backfilled immediately after drilling and sampling was completed, and therefore a stabilized ground water level may not have been obtained. Please be cautioned that fluctuations in the level of ground water can occur due to variations in rainfall, tidal fluctuations, local surface and subsurface drainage patterns, landscaping, and other factors.

Information contained in the Seismic Hazard Zone Report 051 for the Milpitas Quadrangle (California Geological Survey, 2001) indicates the historic high ground water level in the area of the site is approximately 5 feet below existing grade. Based on our experience in the area, in our opinion, ground water may periodically rise to as high as about 3 to 4 feet below existing grade.

**Infiltration Rate of Near-Surface Soil**

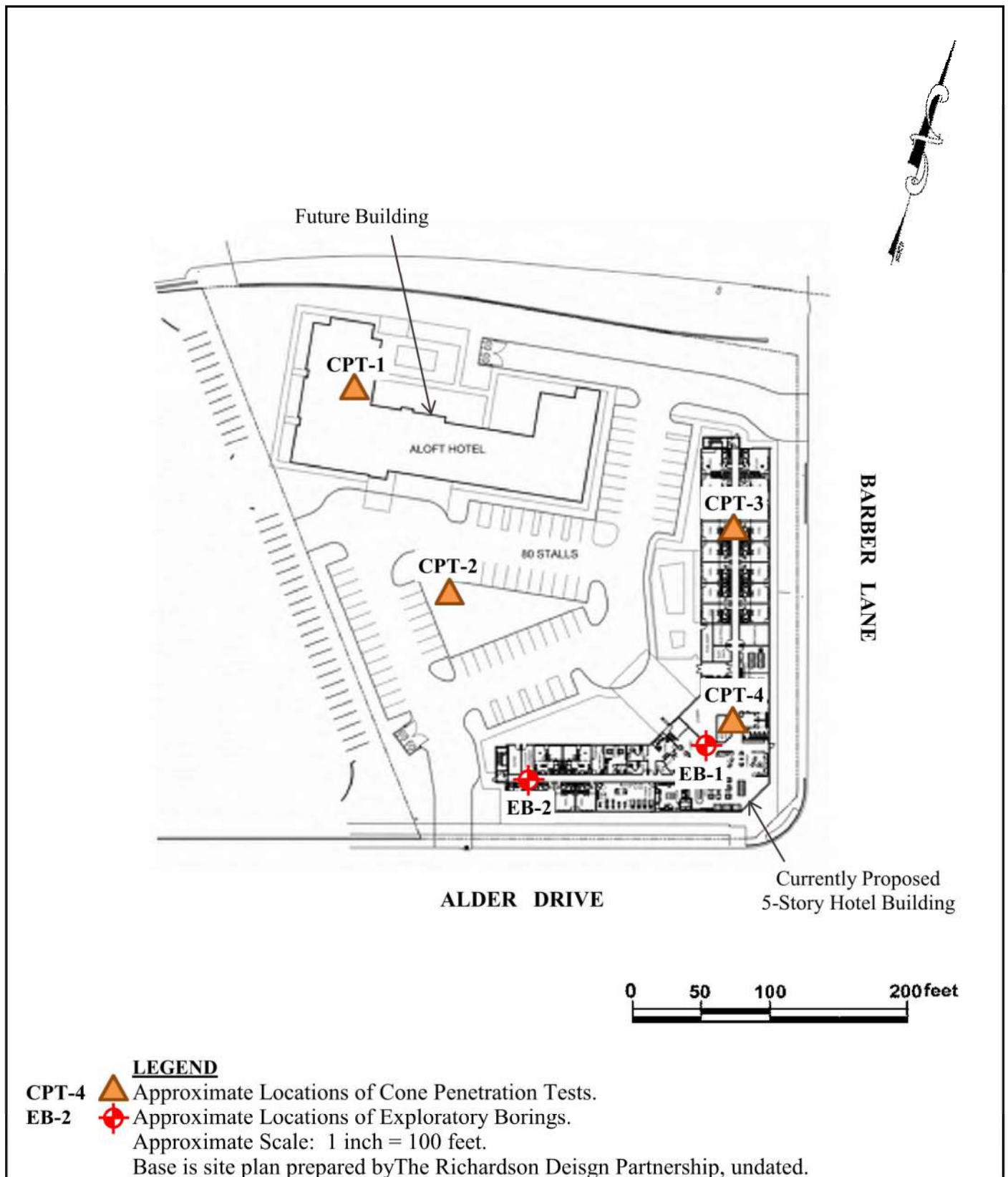
Based on observation of the near-surface soil encountered at the site, the results of our Atterberg limits testing, and review of the CPT data, the near-surface soil at the site consists primarily of lean clay, which is expected to have a relatively low infiltration rate (0.1 inch per hour or lower). This infiltration rate and the relatively shallow ground water level at the project site should be considered in the design of on-site water disposal and detention systems.

**GEOLOGIC SETTING**

As part of our work, we briefly reviewed our local experience and geologic information in our files pertinent to the general area of the site. The Geologic Map of San Jose indicates the site is located in an area underlain by Holocene-age flood basin deposits, Qhb (Wentworth, Blake, McLaughlin, Graymer, 1999). The unit is generally expected to consist of dark colored clay and very fine silty clay, rich in organic material deposited beyond the levees and flood plains. The geology in the general area of the site is shown on the Vicinity Geologic Map, Figure 3.

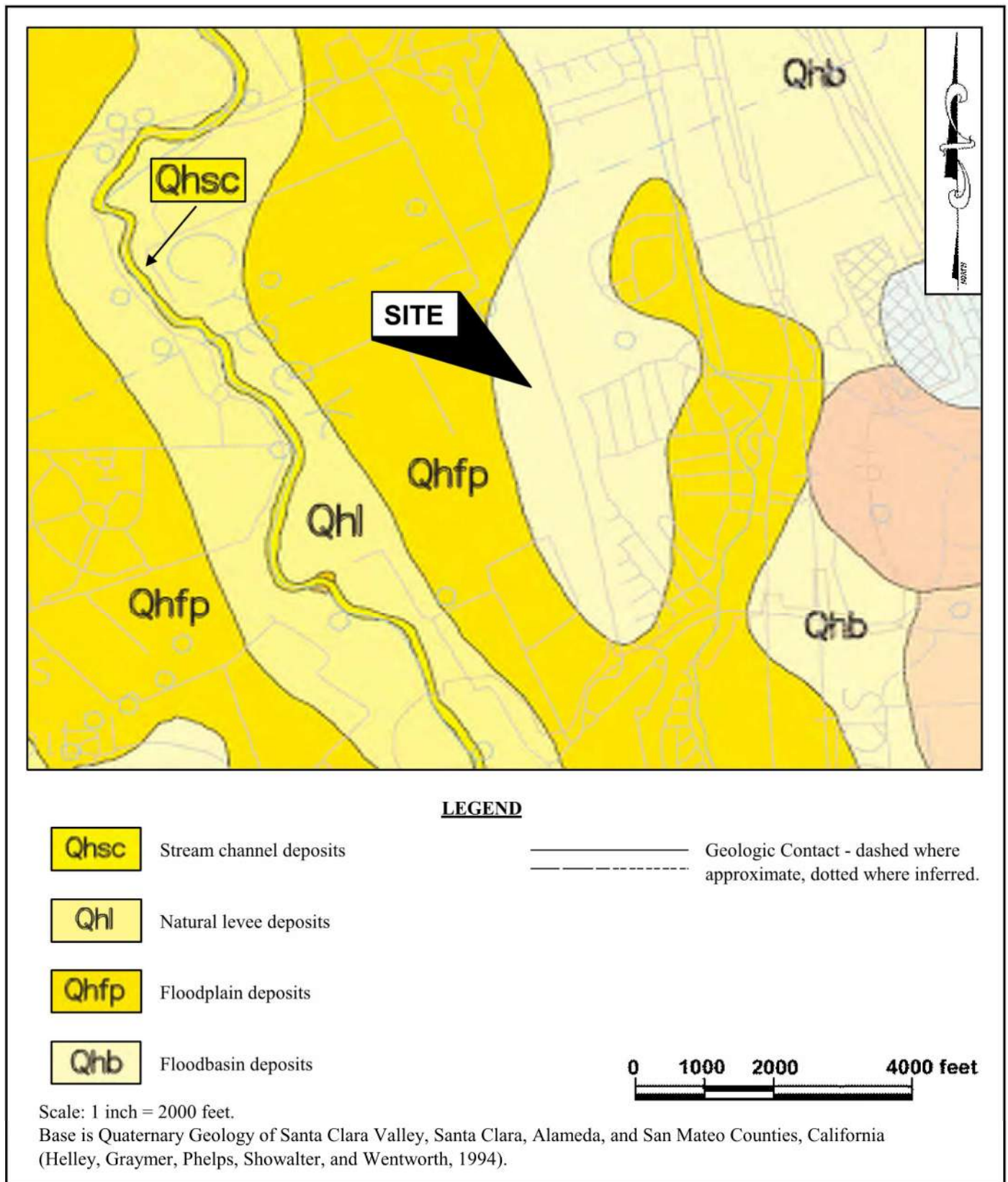
The Seismic Hazard Zones Map of the Milpitas Quadrangle prepared by the California Division of Mines and Geology in 2004 indicates the site is located in an area that may be underlain by soils potentially susceptible to liquefaction during a major earthquake. The potential for liquefaction of the soils encountered at the site is discussed later in this report.





**SITE PLAN**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

**FIGURE 2**  
 APRIL 2017  
 PROJECT NO. 3991-1



**VICINITY GEOLOGIC MAP**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

**FIGURE 3**  
 APRIL 2017  
 PROJECT NO. 3991-1

## APPENDIX A

### FIELD INVESTIGATION

The soils encountered during drilling were logged by our representative and samples were obtained at depths appropriate to the investigation. The samples were taken to our laboratory where they were examined and classified in accordance with the Unified Soil Classification System. The logs of our borings and a summary of the soil classification systems that were used (Figure A-1) is attached.

Several tests were performed in the field during drilling. The standard penetration test resistance was determined by dropping a 140-pound hammer through a 30-inch free-fall and recording the blows required to drive the 2-inch (outside diameter) sampler 18 inches. The standard penetration test (SPT) resistance is the number of blows required to drive the sampler the last 12 inches and is recorded on the boring log at the appropriate depths. Soil samples were also collected using 2.5-inch and 3.0-inch O.D. drive samplers. The blow counts shown on the logs for these larger samplers do not represent SPT values and have not been corrected in any way.

The Cone Penetration Tests (CPT) were carried out by Middle Earth Geo Testing, Inc. using an integrated electronic cone system. The CPT soundings were performed in accordance with ASTM standards (D 5778-95). A 20 ton capacity cone was used for all of the soundings. The cone had a tip area of 10 cm<sup>2</sup> and friction sleeve area of 150 cm<sup>2</sup>. The logs of our CPTs are attached in this Appendix.

The locations of the borings and CPTs were established by pacing using the site plan provided to us. The locations of the borings and CPTs should be considered accurate only to the degree implied by the method used.

The boring and CPT logs and related information depict our interpretation of subsurface conditions only at the specific location and time indicated. Subsurface conditions and ground water levels at other locations may differ from conditions at the location where sampling and testing were conducted. The passage of time may also result in changes in the subsurface conditions.





## USCS SOIL CLASSIFICATION

| PRIMARY DIVISIONS                         |                                        |                                  | SOIL TYPE |                                                                                   | SECONDARY DIVISIONS                                                 |  |
|-------------------------------------------|----------------------------------------|----------------------------------|-----------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------|--|
| COARSE GRAINED SOILS<br>( $< 50\%$ Fines) | GRAVEL                                 | CLEAN GRAVEL<br>( $< 5\%$ Fines) | GW        |  | Well graded gravel, gravel-sand mixtures, little or no fines.       |  |
|                                           |                                        |                                  | GP        |  | Poorly graded gravel or gravel-sand mixtures, little or no fines.   |  |
|                                           |                                        | GRAVEL with FINES                | GM        |  | Silty gravels, gravel-sand-silt mixtures, non-plastic fines.        |  |
|                                           |                                        |                                  | GC        |  | Clayey gravels, gravel-sand-clay mixtures, plastic fines.           |  |
|                                           | SAND                                   | CLEAN SAND<br>( $< 5\%$ Fines)   | SW        |  | Well graded sands, gravelly sands, little or no fines.              |  |
|                                           |                                        |                                  | SP        |  | Poorly graded sands or gravelly sands, little or no fines.          |  |
|                                           |                                        | SAND WITH FINES                  | SM        |  | Silty sands, sand-silt mixtures, non-plastic fines.                 |  |
|                                           |                                        |                                  | SC        |  | Clayey sands, sand-clay mixtures, plastic fines.                    |  |
| FINE GRAINED SOILS<br>( $> 50\%$ Fines)   | SILT AND CLAY<br>Liquid limit $< 50\%$ |                                  | ML        |  | Inorganic silts and very fine sands, with slight plasticity.        |  |
|                                           |                                        |                                  | CL        |  | Inorganic clays of low to medium plasticity, lean clays.            |  |
|                                           |                                        |                                  | OL        |  | Organic silts and organic clays of low plasticity.                  |  |
|                                           | SILT AND CLAY<br>Liquid limit $> 50\%$ |                                  | MH        |  | Inorganic silt, micaceous or diatomaceous fine sandy or silty soil. |  |
|                                           |                                        |                                  | CH        |  | Inorganic clays of high plasticity, fat clays.                      |  |
|                                           |                                        |                                  | OH        |  | Organic clays of medium to high plasticity, organic silts.          |  |
| HIGHLY ORGANIC SOILS                      |                                        |                                  | Pt        |  | Peat and other highly organic soils.                                |  |
| BEDROCK                                   |                                        |                                  | BR        |  | Weathered bedrock.                                                  |  |

### RELATIVE DENSITY

| SAND & GRAVEL | BLOWS/FOOT* |
|---------------|-------------|
| VERY LOOSE    | 0 to 4      |
| LOOSE         | 4 to 10     |
| MEDIUM DENSE  | 10 to 30    |
| DENSE         | 30 to 50    |
| VERY DENSE    | OVER 50     |

### CONSISTENCY

| SILT & CLAY | STRENGTH <sup>^</sup> | BLOWS/FOOT* |
|-------------|-----------------------|-------------|
| VERY SOFT   | 0 to 0.25             | 0 to 2      |
| SOFT        | 0.25 to 0.5           | 2 to 4      |
| FIRM        | 0.5 to 1              | 4 to 8      |
| STIFF       | 1 to 2                | 8 to 16     |
| VERY STIFF  | 2 to 4                | 16 to 32    |
| HARD        | OVER 4                | OVER 32     |

### GRAIN SIZES

| BOULDERS       | COBBLES | GRAVEL |       | SAND                       |        |      | SILT & CLAY |
|----------------|---------|--------|-------|----------------------------|--------|------|-------------|
|                |         | COARSE | FINE  | COARSE                     | MEDIUM | FINE |             |
|                | 12 "    | 3"     | 0.75" | 4                          | 10     | 40   | 200         |
| SIEVE OPENINGS |         |        |       | U.S. STANDARD SERIES SIEVE |        |      |             |

Classification is based on the Unified Soil Classification System; fines refer to soil passing a No. 200 sieve.

\* Standard Penetration Test (SPT) resistance, using a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler; blow counts not corrected for larger diameter samplers.

<sup>^</sup> Unconfined Compressive strength in tons/sq. ft. as estimated by SPT resistance, field and laboratory tests, and/or visual observation.

### KEY TO SAMPLERS



Modified California Sampler (3-inch O.D.)

Mid-size Sampler (2.5-inch O.D.)

Standard Penetration Test Sampler (2-inch O.D.)

**KEY TO EXPLORATORY BORING LOGS**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

**FIGURE A-1**  
 APRIL 2017  
 PROJECT NO. 3991-1

DRILL TYPE: Mobile Drill B-53 with 7-1/4" Hollow Stem Auger

LOGGED BY: RL

DEPTH TO GROUND WATER: 10 feet

SURFACE ELEVATION: NA

DATE DRILLED: 02/08/17

| CLASSIFICATION AND DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                              | SOIL CONSISTENCY/<br>DENSITY or ROCK<br>HARDNESS* (Figure A-2) | SOIL TYPE | SOIL SYMBOL                                                                           | DEPTH (FEET) | SAMPLE INTERVAL                                                                       | PEN. RESISTANCE (Blows/ft) | WATER CONTENT (%) | SHEAR STRENGTH (TSF)* | UNCONFIN. COMP. (TSF)* |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|----------------------------|-------------------|-----------------------|------------------------|
| Brown, Sandy Lean Clay, moist, fine to medium grained sand, low to moderate plasticity, silt content.<br><br><br><br><br><br><br><br><br><br>▼ Ground water measured at 10 feet after drilling.<br><br><br><br><br><br><br><br><br><br>Note: The stratification lines represent the approximate boundary between soil and rock types, the actual transition may be gradual.<br><br>*Measured using Torvane and Pocket Penetrometer devices. | Very Stiff to Hard                                             | CL        |   | 0            |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |    | 19                         | 18                |                       | 0.5                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |    | 18                         | 21                | 0.3                   | 2.3                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       | 5            |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |    | 20                         | 21                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |   |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       | 10           |                                                                                       | 39                         | 25<br>27          |                       | 2.0                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |  |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |  | 23                         | 26                |                       | 2.3                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       | 15           |                                                                                       | 45                         | 21<br>21          | 1.0                   | 3.3                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |
| Brown, Silty Sand to Sandy Silt, wet, fine to medium grained sand, low plasticity.<br>● 53% Passing No. 200 Sieve.                                                                                                                                                                                                                                                                                                                          | Very Stiff                                                     | SM/ML     |  | 20           |  | 17                         | 24                |                       |                        |
| Continued on Next Page                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                |           |                                                                                       |              |                                                                                       |                            |                   |                       |                        |

EXPLORATORY BORING LOG EB-1  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

BORING EB-1  
 PAGE 1 OF 3  
 APRIL 2017  
 PROJECT NO. 3991-1



**LOGGED BY: RL**

**DATE DRILLED:** 02/08/17

**EXPLORATORY BORING LOG EB-1**  
**LODGING DYNAMICS 5-STORY HOTEL**  
**MILPITAS, CALIFORNIA**

**BORING EB-1**  
PAGE 2 OF 3  
APRIL 2017  
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**LOGGED BY: RL**

**DATE DRILLED:** 02/08/17

[illegible]

**BORING EB-1**  
PAGE 3 OF 3  
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| CLASSIFICATION AND DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                | SOIL CONSISTENCY/<br>DENSITY or ROCK<br>HARDNESS* (Figure A-2) | SOIL TYPE | SOIL SYMBOL | DEPTH (FEET) | SAMPLE INTERVAL | PEN. RESISTANCE (Blows/ft) | WATER CONTENT (%) | SHEAR STRENGTH (TSF)* | UNCONFIN. COMP. (TSF)* |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------|-------------|--------------|-----------------|----------------------------|-------------------|-----------------------|------------------------|
| <p>Brown, Sandy Lean Clay, very moist, fine to coarse grained sand, low to moderate plasticity.</p> <p>■ Liquid Limit = 30, Plasticity Index = 11.</p> <p>Fine subrounded gravel.</p> <p>▼ Ground water measured at 12.5 feet after drilling.</p> <p>Note: The stratification lines represent the approximate boundary between soil and rock types, the actual transition may be gradual.</p> <p>*Measured using Torvane and Pocket Penetrometer devices.</p> | Very Stiff to Hard                                             | CL        |             | 0            |                 |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            | 18                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 | 17                         | 20                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            | 20                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 | 17                         | 26                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             | 5            |                 |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            | 27                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 | 15                         |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             | 10           |                 | 36                         | 25                |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             |              |                 |                            |                   |                       |                        |
| <p>Brown, Clayey Sand, wet, fine to coarse grained.</p> <p>● 19% Passing No. 200 Sieve.</p>                                                                                                                                                                                                                                                                                                                                                                   | Medium Dense                                                   | SC        |             |              |                 |                            |                   |                       |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |           |             | 20           |                 | 24                         | 25                |                       |                        |
| Continued on Next Page                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                |           |             |              |                 |                            |                   |                       |                        |

EXPLORATORY BORING LOG EB-2  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

BORING EB-2  
 PAGE 1 OF 2  
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DRILL TYPE: Mobile Drill B-53 with 7-1/4" Hollow Stem Auger

LOGGED BY: RL

DEPTH TO GROUND WATER: 12.5 feet

SURFACE ELEVATION: NA

DATE DRILLED: 02/08/17

| CLASSIFICATION AND DESCRIPTION                                                                                                       | SOIL CONSISTENCY/<br>DENSITY or ROCK<br>HARDNESS* (Figure A-2) | SOIL TYPE | SOIL SYMBOL                                                                          | DEPTH (FEET) | SAMPLE INTERVAL                                                                       | PEN. RESISTANCE (Blows/ft) | WATER CONTENT (%) | SHEAR STRENGTH (TSF)* | UNCONFIN. COMP. (TSF)* |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------|----------------------------|-------------------|-----------------------|------------------------|
| Brown, Clayey Sand, wet, fine to coarse grained.                                                                                     | Medium Dense                                                   | SC        |   | 20           |                                                                                       |                            |                   |                       |                        |
| Brown, Poorly Graded Sand, wet, fine to coarse grained.                                                                              | Dense to Very Dense                                            | SP        |  | 25           | ●                                                                                     | 30                         | 21                |                       |                        |
|                                                                                                                                      |                                                                |           |                                                                                      | 30           |   | 52                         | 20                |                       |                        |
|                                                                                                                                      |                                                                |           |                                                                                      | 35           |  | 52                         | 20                |                       |                        |
| Bottom of Boring at 35 feet.                                                                                                         |                                                                |           |                                                                                      |              |                                                                                       |                            |                   |                       |                        |
| Note: The stratification lines represent the approximate boundary between soil and rock types, the actual transition may be gradual. |                                                                |           |                                                                                      |              |                                                                                       |                            |                   |                       |                        |
| *Measured using Torvane and Pocket Penetrometer devices.                                                                             |                                                                |           |                                                                                      | 40           |                                                                                       |                            |                   |                       |                        |

**EXPLORATORY BORING LOG EB-2**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

**BORING EB-2**  
 PAGE 2 OF 2  
 APRIL 2017  
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## APPENDIX B

### LABORATORY TESTS

Samples from the subsurface exploration were selected for tests to help evaluate the physical and engineering properties of the soils. The tests performed are briefly described below.

The natural moisture content was determined in accordance with ASTM D2216 on nearly all samples recovered from the borings. This test determines the moisture content, representative of field conditions, at the time the samples were collected. The results are presented on the boring logs at the appropriate sample depths.

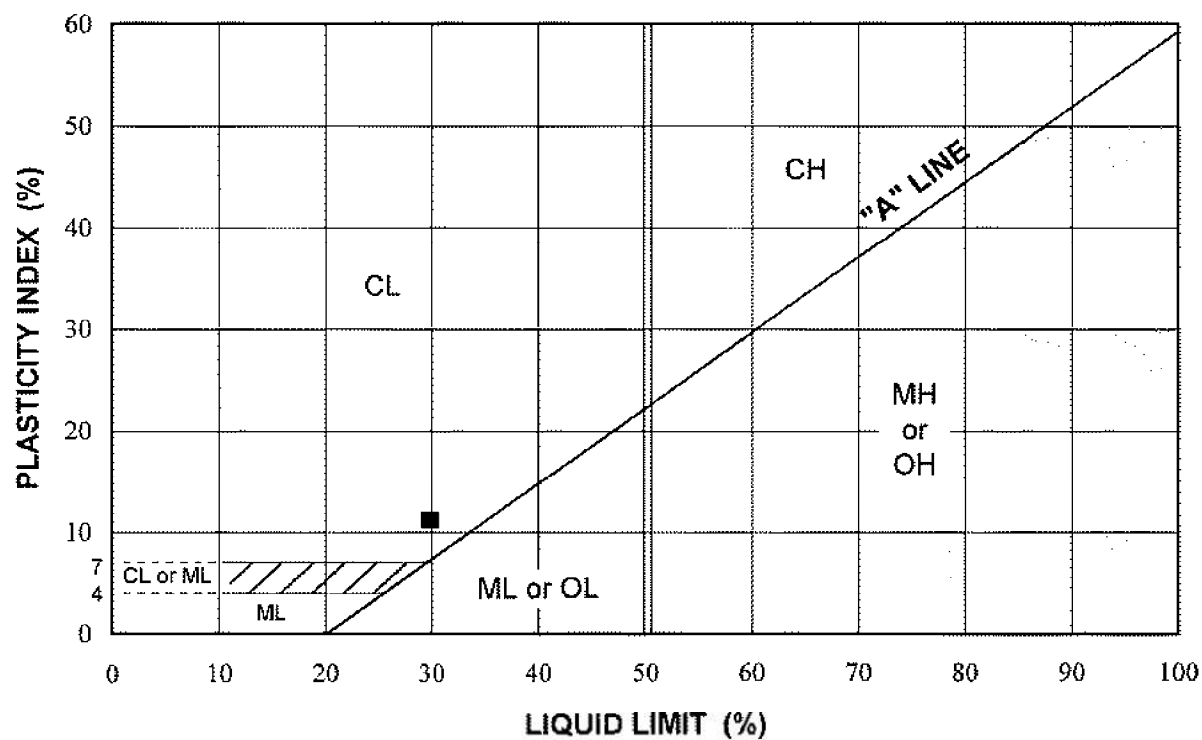
The Atterberg Limits were determined on one sample in accordance with ASTM D4318. The Atterberg Limits are the moisture content within which the soil is workable or plastic. The results of these tests are presented in Figure B-1 and on the log of Boring EB-2 at the appropriate sample depth.

The amount of silt and clay-sized material present was determined on four samples of soil in accordance with ASTM D422. The results are presented on the boring logs at the appropriate sample depths.

An R-value test was performed on one sample of surface soil from the site to provide data for pavement thickness design. The R-value test was performed in accordance with California Test Method 301-F. The results of this test are presented on Figure B-2 in this Appendix.

Unconsolidated-undrained triaxial tests were performed on three samples of soil in accordance with ASTM D2850. The results of these tests are presented on Figure B-3.





| Chart Symbol | Boring Number | Sample Depth (feet) | Water Content (percent) | Liquid Limit (percent) | Plasticity Index (percent) | Liquidity Index (percent) | Passing No. 200 Sieve (percent) | USCS Soil Classification |
|--------------|---------------|---------------------|-------------------------|------------------------|----------------------------|---------------------------|---------------------------------|--------------------------|
| ■            | EB-2          | 3-4.5               | 26                      | 30                     | 11                         | 64                        |                                 | CL                       |

**PLASTICITY CHART**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

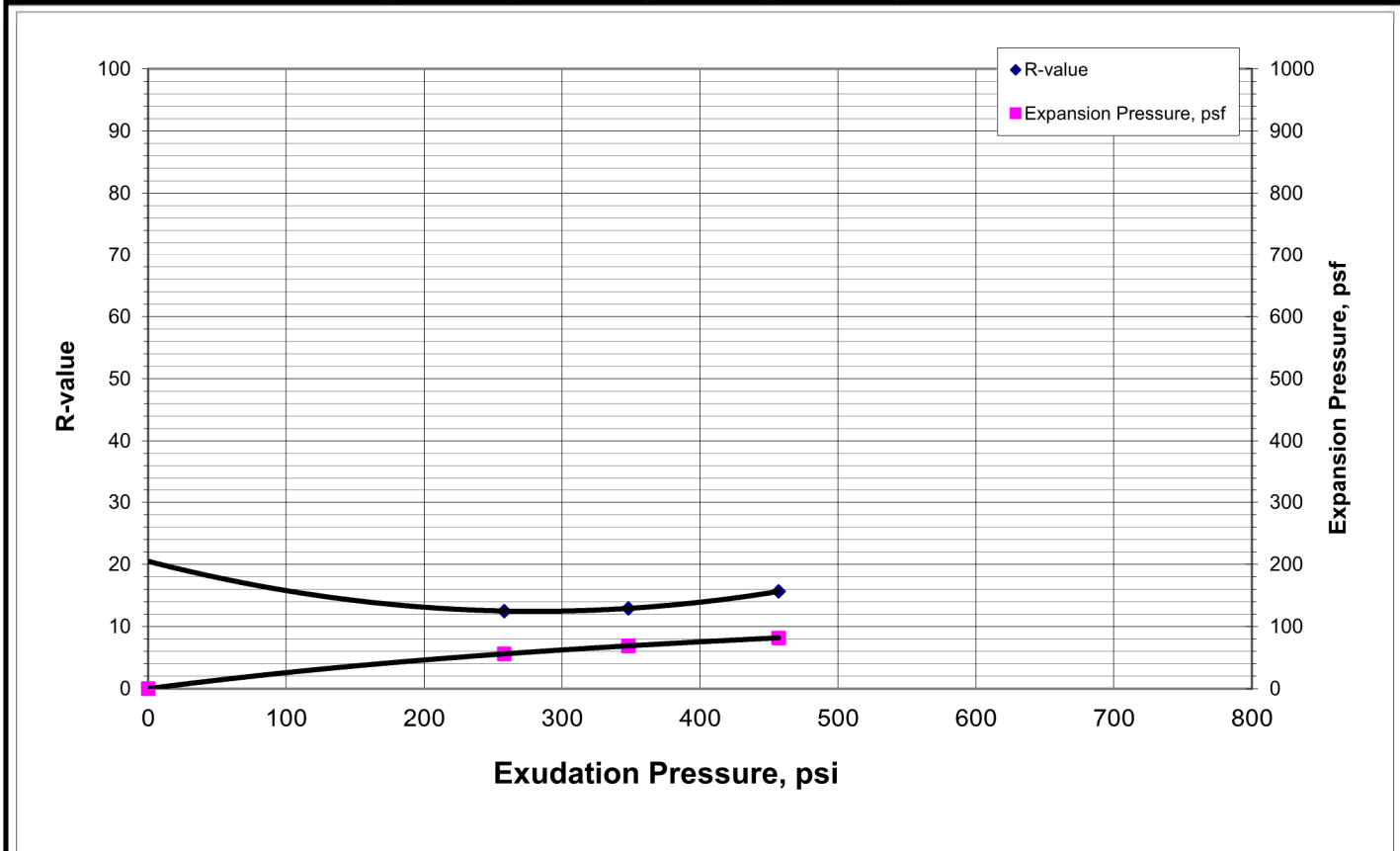
**FIGURE B-1**  
 APRIL 2017  
 PROJECT NO. 3991-1





## R-value Test Report (Caltrans 301)

| Job No.:                               | 192-210                   | Date:   | 03/01/17 | Initial Moisture,  | 7.7      |
|----------------------------------------|---------------------------|---------|----------|--------------------|----------|
| Client:                                | Romig Engineers           | Tested  | PJ       | R-value            | 13       |
| Project:                               | Lodging Dynamics - 3991-1 | Reduced | RU       | Expansion Pressure | 60 psf   |
| Sample                                 | Bulk                      | Checked | DC       |                    |          |
| Soil Type: Dark Olive Brown Sandy CLAY |                           |         |          |                    |          |
| Specimen Number                        | A                         | B       | C        | D                  | Remarks: |
| Exudation Pressure, psi                | 258                       | 457     | 348      |                    |          |
| Prepared Weight, grams                 | 1200                      | 1200    | 1200     |                    |          |
| Final Water Added, grams/cc            | 108                       | 90      | 98       |                    |          |
| Weight of Soil & Mold, grams           | 3193                      | 3195    | 3221     |                    |          |
| Weight of Mold, grams                  | 2106                      | 2102    | 2105     |                    |          |
| Height After Compaction, in.           | 2.61                      | 2.54    | 2.63     |                    |          |
| Moisture Content, %                    | 17.4                      | 15.7    | 16.5     |                    |          |
| Dry Density, pcf                       | 107.6                     | 112.7   | 110.5    |                    |          |
| Expansion Pressure, psf                | 56                        | 82      | 69       |                    |          |
| Stabilometer @ 1000                    |                           |         |          |                    |          |
| Stabilometer @ 2000                    | 132                       | 126     | 130      |                    |          |
| Turns Displacement                     | 3.96                      | 3.74    | 4.20     |                    |          |
| R-value                                | 12                        | 16      | 13       |                    |          |



**R-VALUE TEST RESULT**  
 LODGING DYNAMICS 5-STORY HOTEL  
 MILPITAS, CALIFORNIA

**FIGURE B-2**  
 APRIL 2017  
 PROJECT NO. 3991-1



## **APPENDIX C**

### MRP Calculation Worksheet

## Section III. Sizing for Flow-Based Treatment Measures, continued

*Section III.C —Sizing Flow-Based Treatment Measures based on the Uniform Intensity Approach*

This method uses the Rational Method equation:

$$Q = CIA$$

Where:

Q = the design flow in cubic feet per second (cfs),

C = the drainage area runoff coefficient,

I = the design intensity (in/hr), and

A = the drainage area for the BMP (acres)

Step 1. Determine the drainage area for the BMP, A = **3.3 acres**

Step 2. Determine the runoff coefficient, C = **0.9** from Table B-3.

Step 3. Use a design intensity of **0.2 in/hr** for “I” in the Q=CIA equation.

$$I = \mathbf{0.2 \text{ in/hr}}$$

Step 4. Determine the design flow (Q) using Q = CIA

$$Q = C \times I \times A$$

$$Q = (\mathbf{\text{Step 2}}) \times (0.2 \text{ in/hr}) \times (\mathbf{\text{Step 1}})$$

$$Q = \mathbf{0.594 \text{ acres-in/hr}}$$

$$\mathbf{\text{Design Flow, } Q = 0.594 \text{ cfs}^{10}}$$

<sup>10</sup> No conversion factor for correct units is needed for the rational formula because (1 acre-in/hr) X (43,560 sq. ft./acre) X (1ft/12 in) X (1hr/3600 sec) ≈ 1 ft<sup>3</sup>/sec or cfs.

# **APPENDIX D**

## BMP Sizing Calculations

**Storm Water Control Plan - City of Milpitas  
BMP Sizing Calculations**

Project Name: Phase 2 Hotel  
Project location: Milpitas, CA  
Sandis Project No.: 616015  
Date: 11/6/2019



**Storm Water Treatment Measures**

| WATERSHED | IMPERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | PERVIOUS AREA (SF) | TOTAL (SF) | TREATMENT METHOD | BMP ID | TREATMENT AREA REQUIRED (SF) (4% RULE) <sup>1</sup> | TREATMENT AREA PROVIDED (SF) |
|-----------|----------------------|--------------------------------|--------------------|------------|------------------|--------|-----------------------------------------------------|------------------------------|
| AREA 1    | 24,442               | 25,389                         | 9,469              | 33,911     | BIORETENTION     | B1     | 1,016                                               | 1,152                        |
| AREA 2    | 26,696               | 27,326                         | 6,296              | 32,992     | BIORETENTION     | B2     | 1,093                                               | 1,165                        |
| AREA 3    | 9,833                | 10,244                         | 4,112              | 13,945     | BIORETENTION     | B3     | 410                                                 | 453                          |
| AREA 4    | 46,434               | 47,095                         | 6,612              | 53,046     | BIORETENTION     | B4     | 1,884                                               | 1,989                        |

**Storm Water Credits For Interceptor Trees**

|        | TOTAL AREA (SF) | SELF TREATING LANDSCAPE AREAS (SF) | SELF TREATING PAVEMENT AREAS (SF) | NEW IMPERVIOUS AREA TO BE TREATED (SF) | NEW IMPERVIOUS AREA IN PUBLIC ROAD EASEMENT (SF) | EXISTING IMPERVIOUS AREA TO REMAIN (SF) | TREATMENT METHOD                       | NEW DECIDUOUS <sup>4</sup> | NEW DECIDUOUS TREE CREDITS (SF) | IMPERVIOUS AREA TREATED USING TREE CREDITS (SF) <sup>5</sup> |
|--------|-----------------|------------------------------------|-----------------------------------|----------------------------------------|--------------------------------------------------|-----------------------------------------|----------------------------------------|----------------------------|---------------------------------|--------------------------------------------------------------|
| AREA 5 | 797             | 797                                | 0                                 | 0                                      | 0                                                | 0                                       | SELF TREATING                          |                            |                                 |                                                              |
| AREA 6 | 2,121           | 1,114                              | 644                               | 363                                    | 0                                                | 0                                       | INTERCEPTOR TREE CREDIT <sup>2,3</sup> | T1-T6                      | 600                             | 363                                                          |
| AREA 7 | 1,975           | 1,975                              | 0                                 | 0                                      | 0                                                | 0                                       | SELF TREATING                          |                            |                                 |                                                              |
| AREA 8 | 6,525           | 1,272                              | 0                                 | 223                                    | 3,337                                            | 1,693                                   | INTERCEPTOR TREE CREDIT <sup>2,3</sup> | T1-T6                      | 600                             | 223                                                          |

**NOTES:**

1. Required treatment area is 4% of the effective impervious area using an infiltration rate of 5 inches per hour and the uniform intensity of  $[0.2 \text{ in/hr} / 5 \text{ in/hr}] = 4\%$  per hour.
2. Interceptor trees to meet the requirements of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPP) C.3 Technical Guidance Manual, Latest Version.
3. Proposed Interceptor trees located within 25-feet of "Existing Impervious Area to Remain" will treat a portion of the existing impervious area and provide an "in lieu" treatment area credit for a portion of the impervious area that is being created/replaced in Watersheds A6 & A8. Trees T1-T6 are being counted for in-lieu treatment credit.
4. New deciduous trees count for 100 square feet of credit per tree. New evergreen trees count for 200 square feet of credit per tree.
5. The new impervious areas receiving credit for the interceptor trees are at the egress door sidewalk up to the public sidewalk at the south and east sides of the proposed building.
6. New public sidewalk within city sidewalk easement. It is therefore regulated under Section C.3.b.ii.4 of the 2015 Municipal Regional Permit as a road project. The addition of new sidewalk on an existing road is not regulated and therefore treatment is not required.

# **APPENDIX E**

## Site Plan





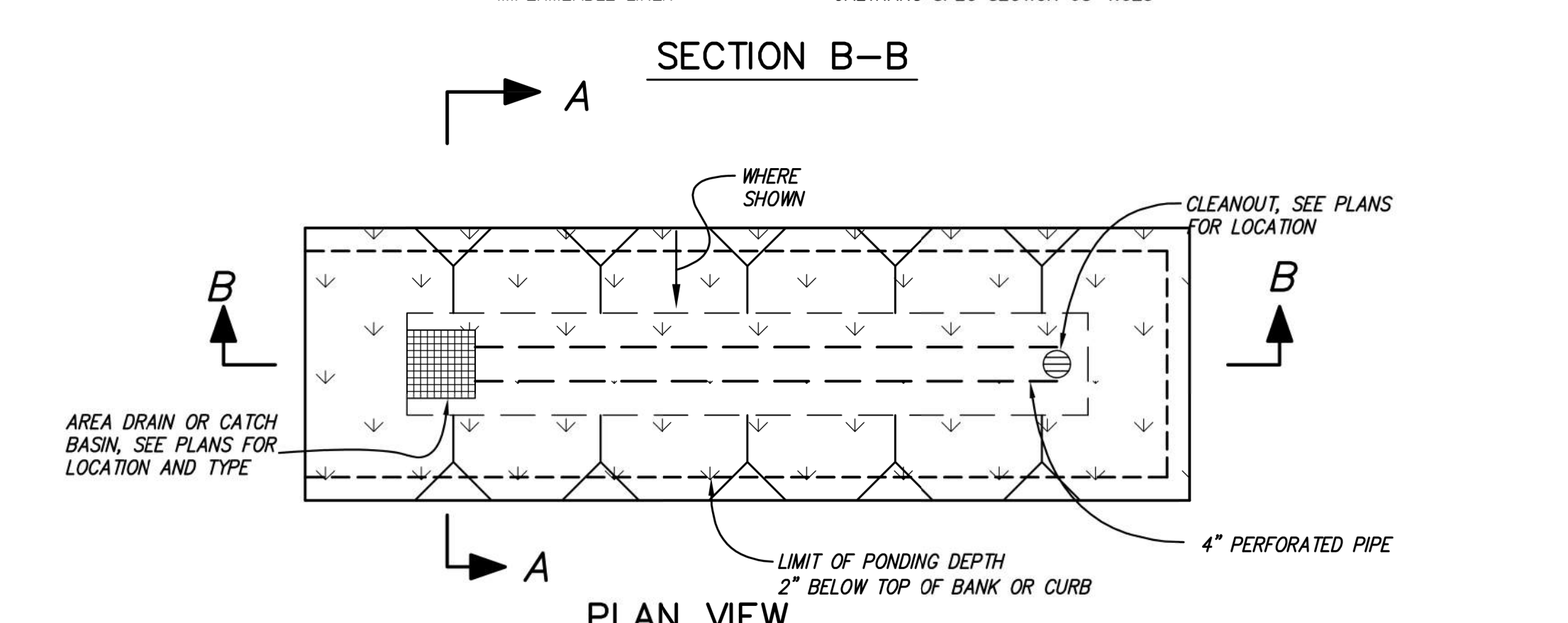
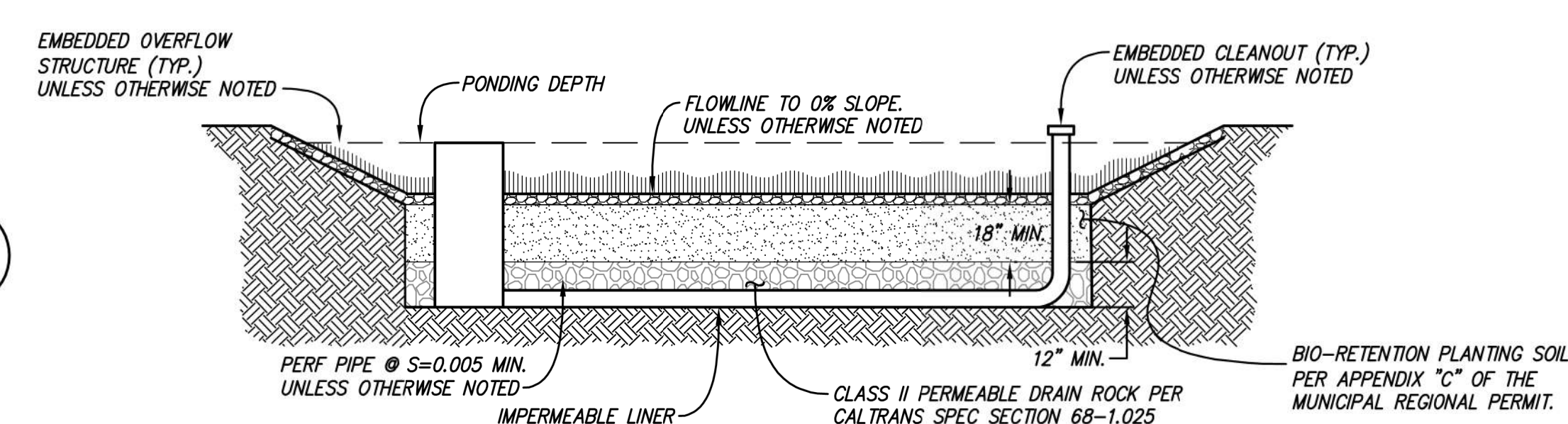
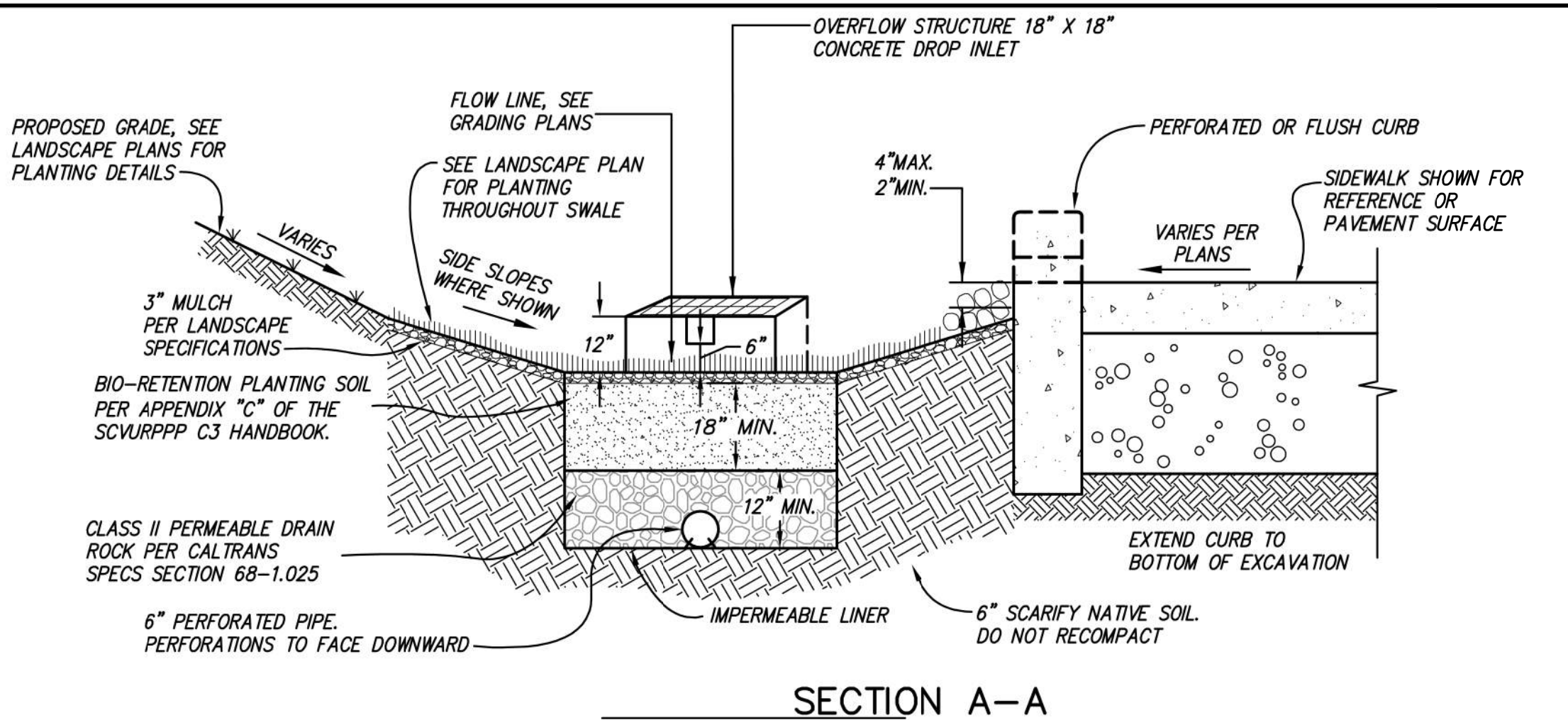


# **APPENDIX F**

## BMP Enlarged Details

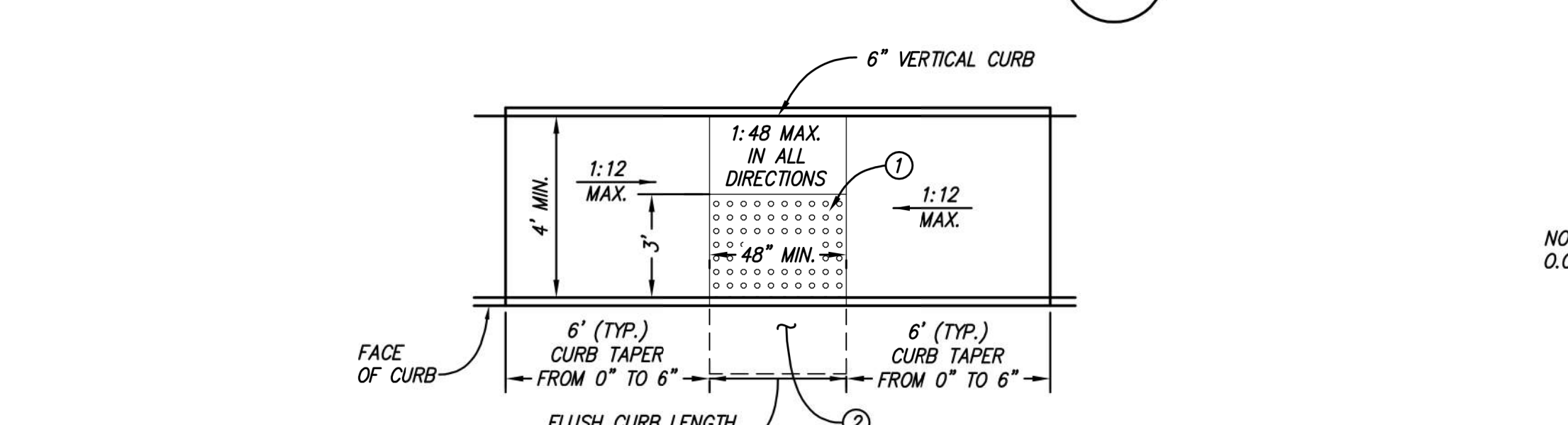


File: S:\616015\PLAN SETS\PHASE-2\CG.2.dwg Date: Nov. 01, 2019



NOTES:  
1. CLEANOUT TO BE LOCATED AT UPHILL END OF BIORETENTION AREA.  
2. CATCH BASIN SHALL BE KEYED INTO SIDE SLOPE WITHIN DETENTION BASIN.

BIORETENTION DETAIL  
N.T.S.

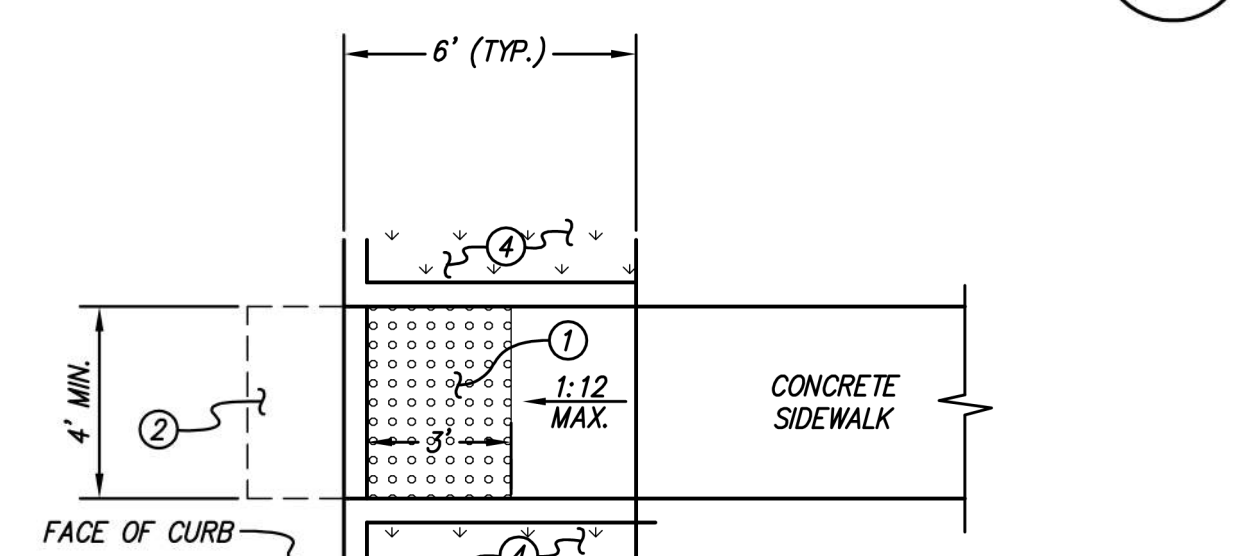


NOTES:  
1. DETECTABLE WARNING SURFACE (TRUNCATED DOMES), AS REQUIRED PER CBC 11B-705, SHALL EXTEND TO FACE OF CURB. DETECTABLE WARNING SHALL BE YELLOW AND APPROXIMATE FS 33538 OF FEDERAL STANDARD 595C OR APPROVED EQUIVALENT.  
2. COUNTER SLOPE AT BOTTOM OF RAMP SHALL NOT EXCEED 1:20 WITHIN 24 INCHES OF THE BOTTOM OF THE RAMP.  
3. DIMENSIONS LABELED TYP. ARE THE TYPICAL DIMENSIONS USED TO ACHIEVE ADA COMPLIANCE. THESE DIMENSIONS MAY VARY TO ACCOMMODATE FIELD CONDITIONS AND DESIGN INTENT. DIMENSIONS LABELED MIN. OR MAX. ARE THE DIMENSIONS FOR CODE COMPLIANCE.

DUAL IN-LINE ACCESSIBLE RAMP (CBC 2016)  
N.T.S.

5

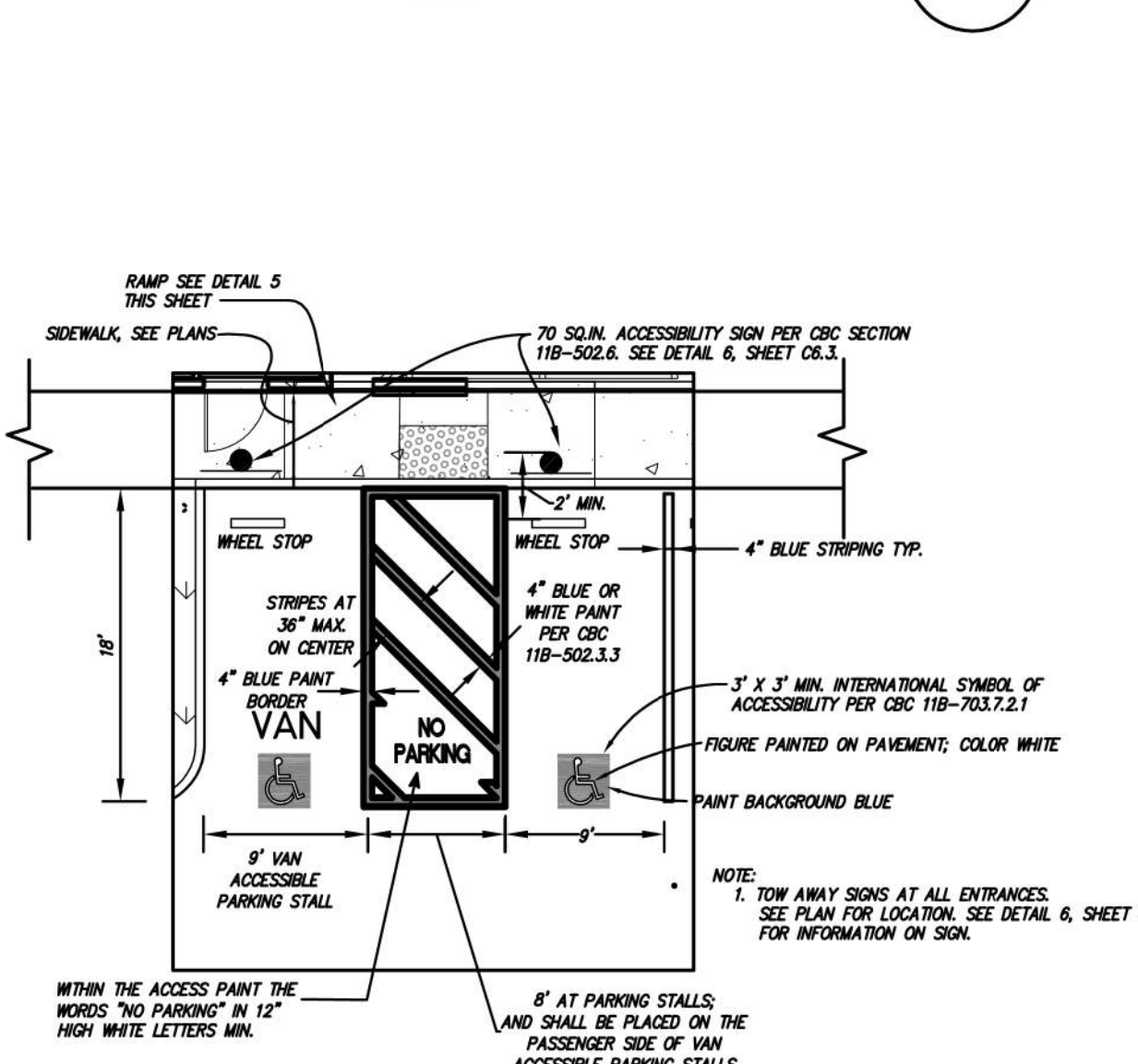
NOT USED  
N.T.S.



NOTES:  
1. DETECTABLE WARNING SURFACE (TRUNCATED DOMES), AS REQUIRED, PER CBC 11B-705, DETECTABLE WARNINGS SHALL BE LOCATED SO THE EDGE NEAREST THE FLUSH CURB IS 6 INCHES MIN. AND 8 INCHES MAX. FROM THE EDGE OF THE STREET OR GUTTER. DETECTABLE WARNING SHALL BE YELLOW AND APPROXIMATE FS 33538 OF FEDERAL STANDARD 595C OR APPROVED EQUIVALENT.  
2. COUNTER SLOPE AT BOTTOM OF RAMP SHALL NOT EXCEED 1:20 WITHIN 24 INCHES OF THE BOTTOM OF THE RAMP.  
3. DIMENSIONS LABELED TYP. ARE THE TYPICAL DIMENSIONS USED TO ACHIEVE ADA COMPLIANCE. THESE DIMENSIONS MAY VARY TO ACCOMMODATE FIELD CONDITIONS AND DESIGN INTENT. DIMENSIONS LABELED MIN. OR MAX. ARE THE DIMENSIONS FOR CODE COMPLIANCE.  
4. LANDSCAPED AREA ADJACENT TO RAMP. SEE LANDSCAPE PLANS.

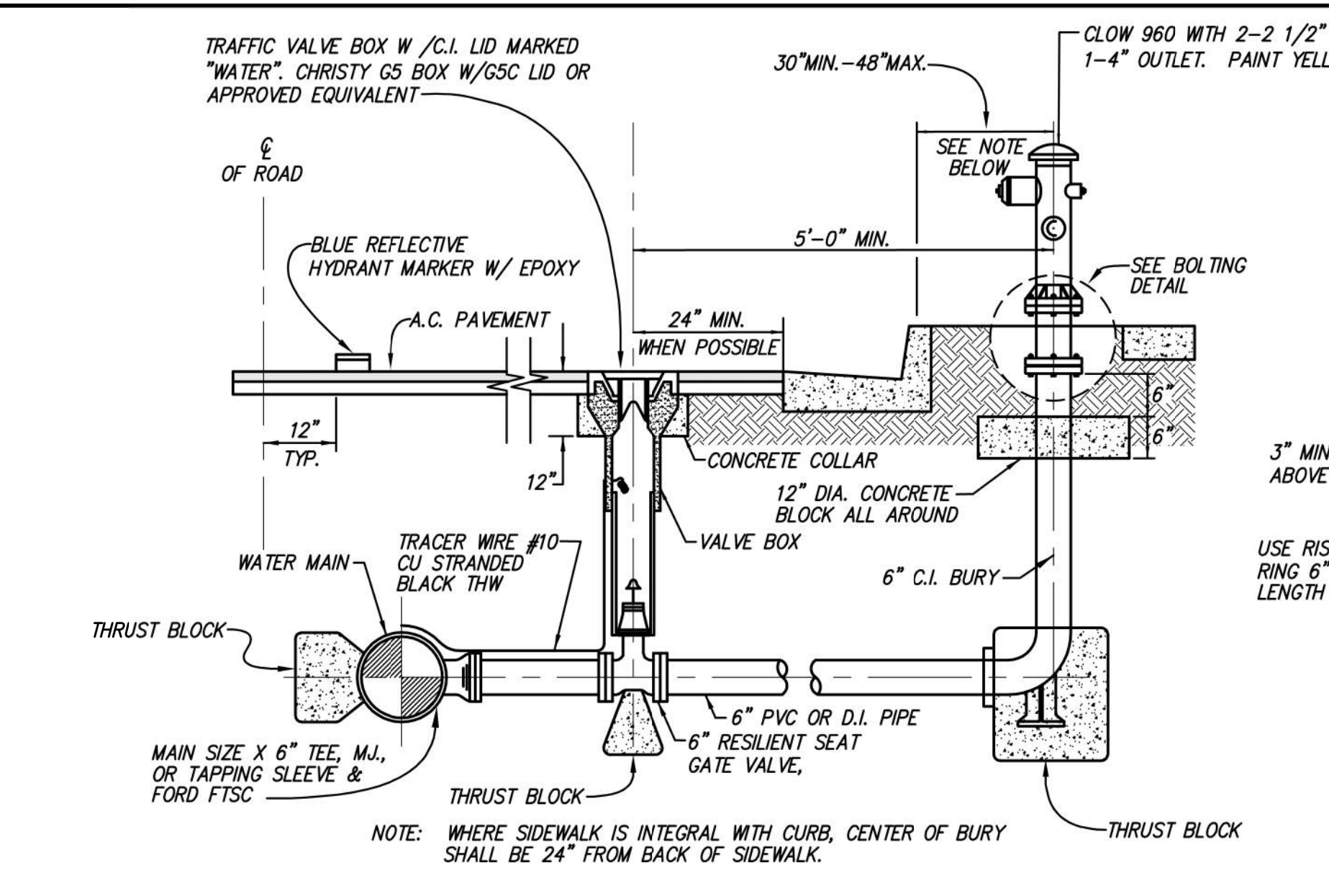
IN-LINE ACCESSIBLE RAMP (CBC 2016)  
N.T.S.

2



ADA PARKING DETAIL  
N.T.S.

3



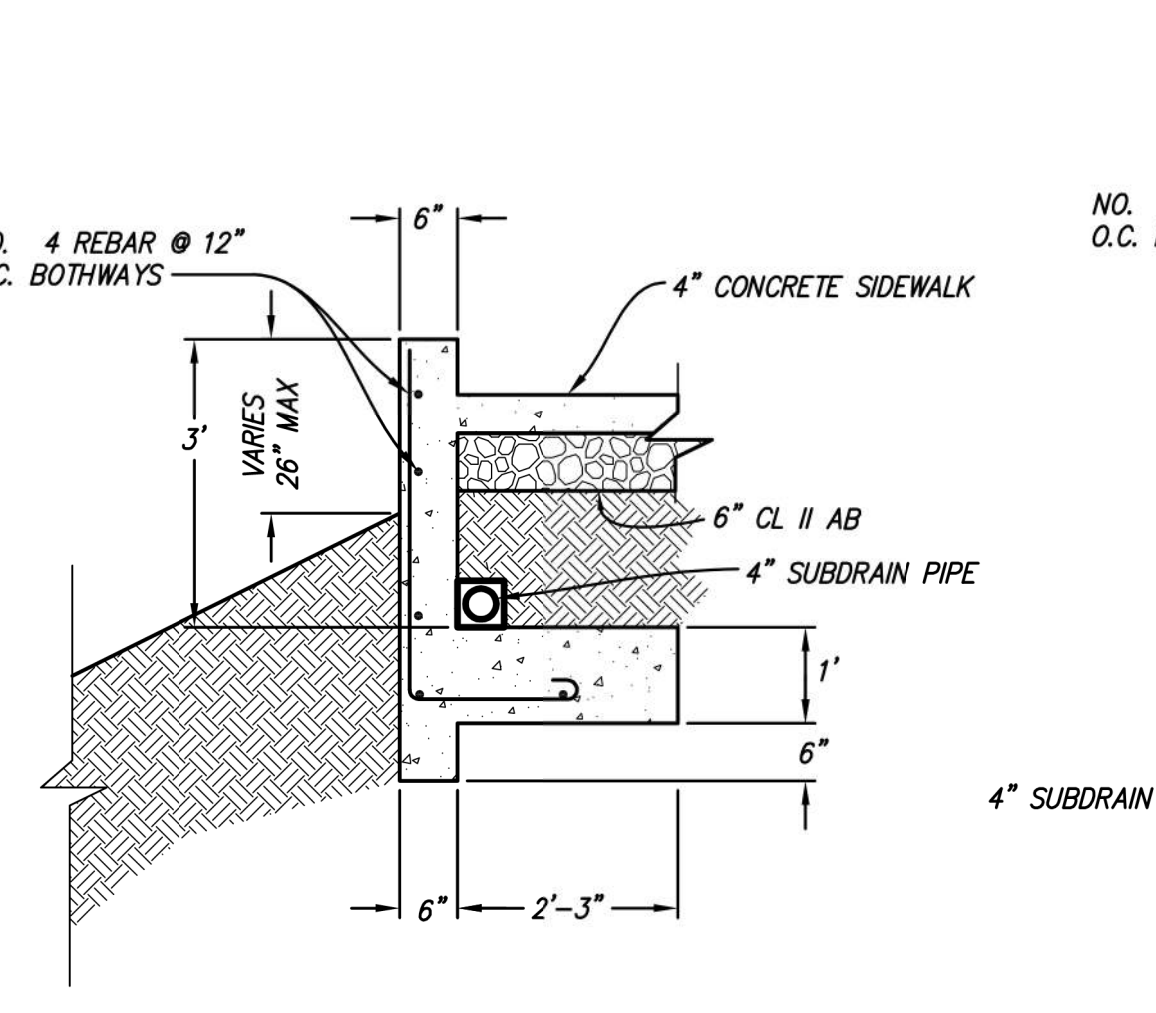
FIRE HYDRANT ASSEMBLY  
N.T.S.

| THRUST BLOCK TABLE                         |                   |          |              |              |                 |
|--------------------------------------------|-------------------|----------|--------------|--------------|-----------------|
| TYPE OF FITTING                            | 90° BEND & BURIES | 45° BEND | 22 1/2° BEND | 11 1/4° BEND | TEE OR DEAD END |
| TYPICAL PLAN VIEW                          |                   |          |              |              |                 |
| REQUIRED BEARING TOTAL AREA IN SQUARE FEET |                   |          |              |              |                 |
| Pipe Size                                  | 4"                | 6"       | 8"           | 10"          | 12"             |
|                                            | 2.6               | 5.3      | 9.1          | 13.7         | 19.4            |
|                                            | 1.4               | 2.9      | 5.0          | 7.5          | 10.5            |
|                                            | 0.8               | 1.5      | 2.6          | 3.8          | 5.4             |
|                                            | 0.4               | 0.8      | 1.3          | 1.9          | 2.7             |
|                                            | 1.9               | 3.8      | 6.5          | 9.7          | 13.7            |

THRUST BLOCK NOTES  
1. Thrust blocks to be constructed of 2500 Class 3 Caltrans concrete.  
2. Blocks to be poured against undisturbed soil.  
3. Joints to be kept free of concrete. Allow working room.  
4. Abrupt changes in vertical alignment shall be anchored per gravity block detail.  
5. Areas given are for PVC C900 class 200 pipe at a static test pressure of 200 psi in soil with 2,000 psf bearing capacity. Subject to field conditions.  
6. Tapping sleeves shall have thrust blocks sized the same as tees.

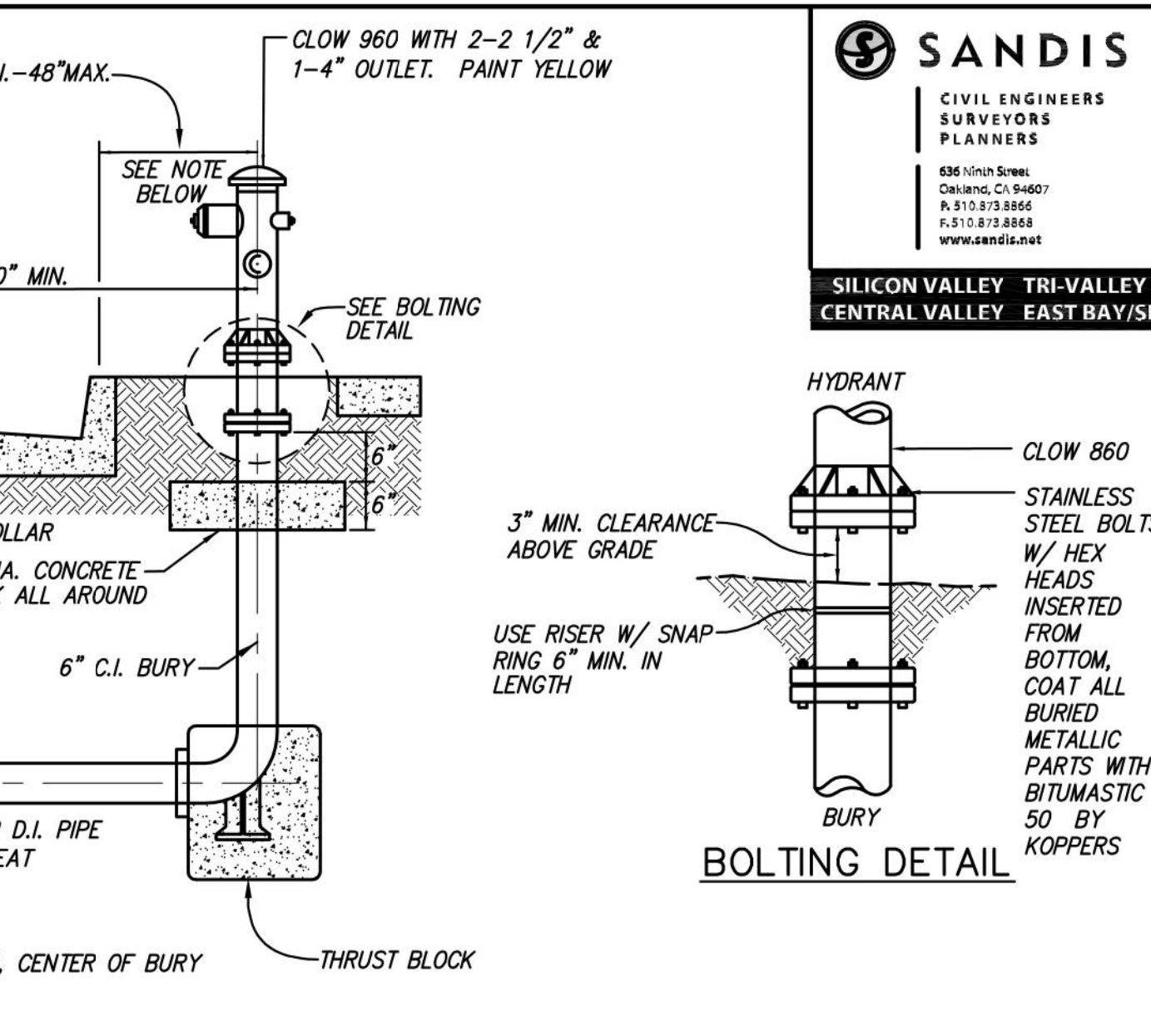
THRUST BLOCK DETAIL  
N.T.S.

7



RETAINING WALL 1  
N.T.S.

7



RETAINING WALL 2  
N.T.S.

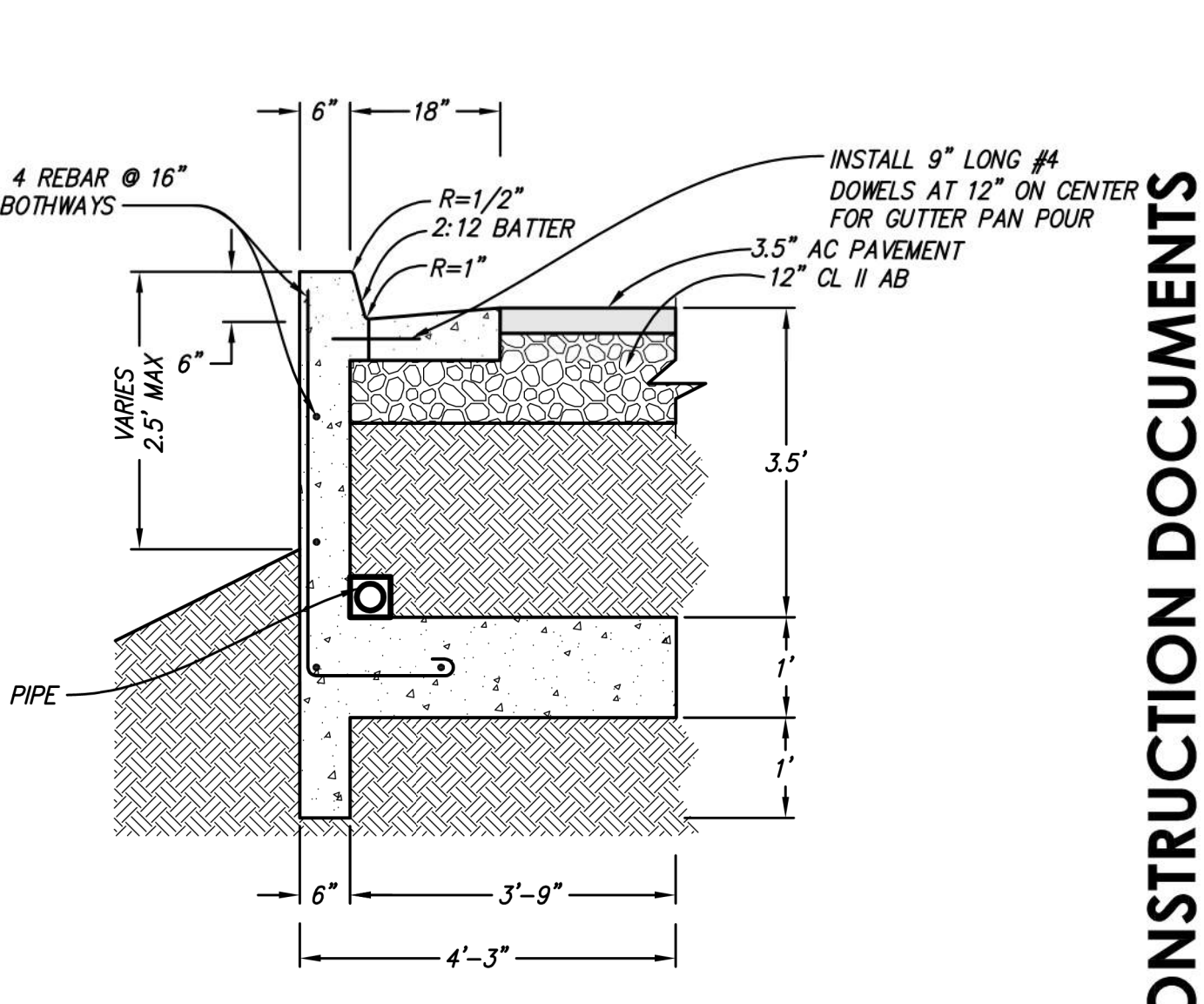
8

| THRUST CALCULATION TABLE  |                   |          |              |              |                 |
|---------------------------|-------------------|----------|--------------|--------------|-----------------|
| TYPE OF FITTING           | 90° BEND & BURIES | 45° BEND | 22 1/2° BEND | 11 1/4° BEND | TEE OR DEAD END |
| TYPICAL PLAN VIEW         |                   |          |              |              |                 |
| THRUST FORCE T, IN POUNDS |                   |          |              |              |                 |
| Pipe Size                 | 4"                | 6"       | 8"           | 10"          | 12"             |
|                           | 5120              | 10580    | 18200        | 27370        | 38710           |
|                           | 2770              | 5725     | 9850         | 14815        | 20950           |
|                           | 1415              | 2920     | 5020         | 7555         | 10680           |
|                           | 710               | 1470     | 2525         | 3795         | 5370            |
|                           | 3620              | 7480     | 12865        | 19355        | 27370           |

THRUST CALCULATION NOTES  
1. CALCULATIONS BASED ON NFPA 24, TABLE A-8-6.2, 2000 EDITION  
2. THRUST CALCULATED FOR 200 PSI STATIC PRESSURE

THRUST CALCULATIONS  
N.T.S.

8

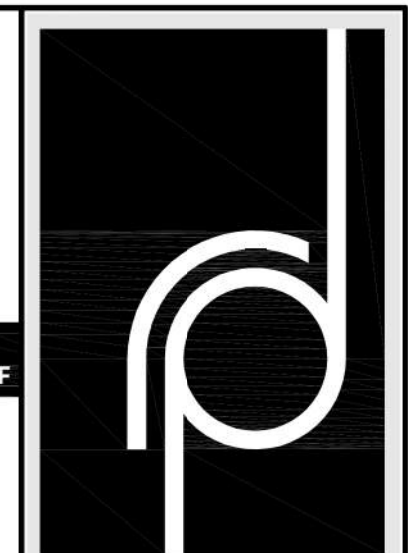


RETAINING WALL 2  
N.T.S.

8

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CIVIL ENGINEERS  
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806 10th Street  
Oakland, CA 94607  
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F: 510.873.8868  
www.sandis.net

SILICON VALLEY TRI-VALLEY  
CENTRAL VALLEY EAST BAY/SE  
HYDRANT  
CLOW 860  
STAINLESS STEEL BOLTS  
W/ HEX HEADS  
INSERTED FROM BOTTOM, COAT ALL BURIED METALLIC PARTS WITH BITUMASTIC 50 BY KOPPERS  
BURY  
3" MIN. CLEARANCE ABOVE GRADE  
USE RISER W/ SNAP RING 6" MIN. IN LENGTH  
BOLTING DETAIL



THE  
RICHARDSON  
DESIGN  
PARTNERSHIP,  
L.L.C.  
510 South 600 East  
Salt Lake City, Utah 84102  
P: 801.355.6868  
F: 801.355.6880

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DYNAMIC  
CITY  
CAPITAL, LLC  
OWNER:

AC HOTEL SAN JOSE MILPITAS  
521 ALDER DRIVE  
MILPITAS, CA. 95035

PROJECT:  
DATE DESCRIPTION

PHASE 2  
DETAIL SHEET  
C6.2  
PROJECT # 161615B  
DRAWN BY: NGA  
CHECKED BY: NGA  
SHEET #

50% CONSTRUCTION DOCUMENTS



# **APPENDIX G**

## Operations & Maintenance Manual

### XIII. STORM WATER

The following guidelines address storm drain conveyance system design to protect against flooding, construction practices to prevent contamination of runoff, and design of permanent controls to provide long-term stormwater quality protection.

#### A. Storm Drain Design Criteria

1. Storm Drain: Show all storm drain lines necessary for the development, from point of interception of upstream drainage to point of adequate discharge. Show sizes, type of materials, catch basins, manhole & lateral locations and all profiles (slope, invert elevations, hydraulic grade lines and surface elevations).
2. All drainage studies shall be in accordance to City's Storm Master Plan. Pipes shall be sized to carry the 10-year discharge without surcharging the pipe. When downstream surcharge effects are included, upstream hydraulic grades shall be no higher than the top of curb elevation at any manholes and inlets. Hydraulic grade shall not exceed the street right-of-way at any location.
3. The Rational method  $Q = CIA$  may be used.

$Q$  is the flow rate in cfs.

$C$  is the runoff coefficient which represents the amount of rainfall occurring as runoff and is expressed as a value between from 0.0 to 1.0.

Typical Values of " $C$ ":

|                            |                         |
|----------------------------|-------------------------|
| Low density residential    | 0.40                    |
| Medium density residential | 0.50                    |
| High density residential   | 0.70                    |
| Commercial                 | 0.90                    |
| Industrial                 | 0.90                    |
| Park                       | 0.20                    |
| School                     | 0.30                    |
| Other                      | determined individually |

$I$  is the rainfall intensity in inches per hour.

Values of " $I$ " have been determined for the City of Milpitas

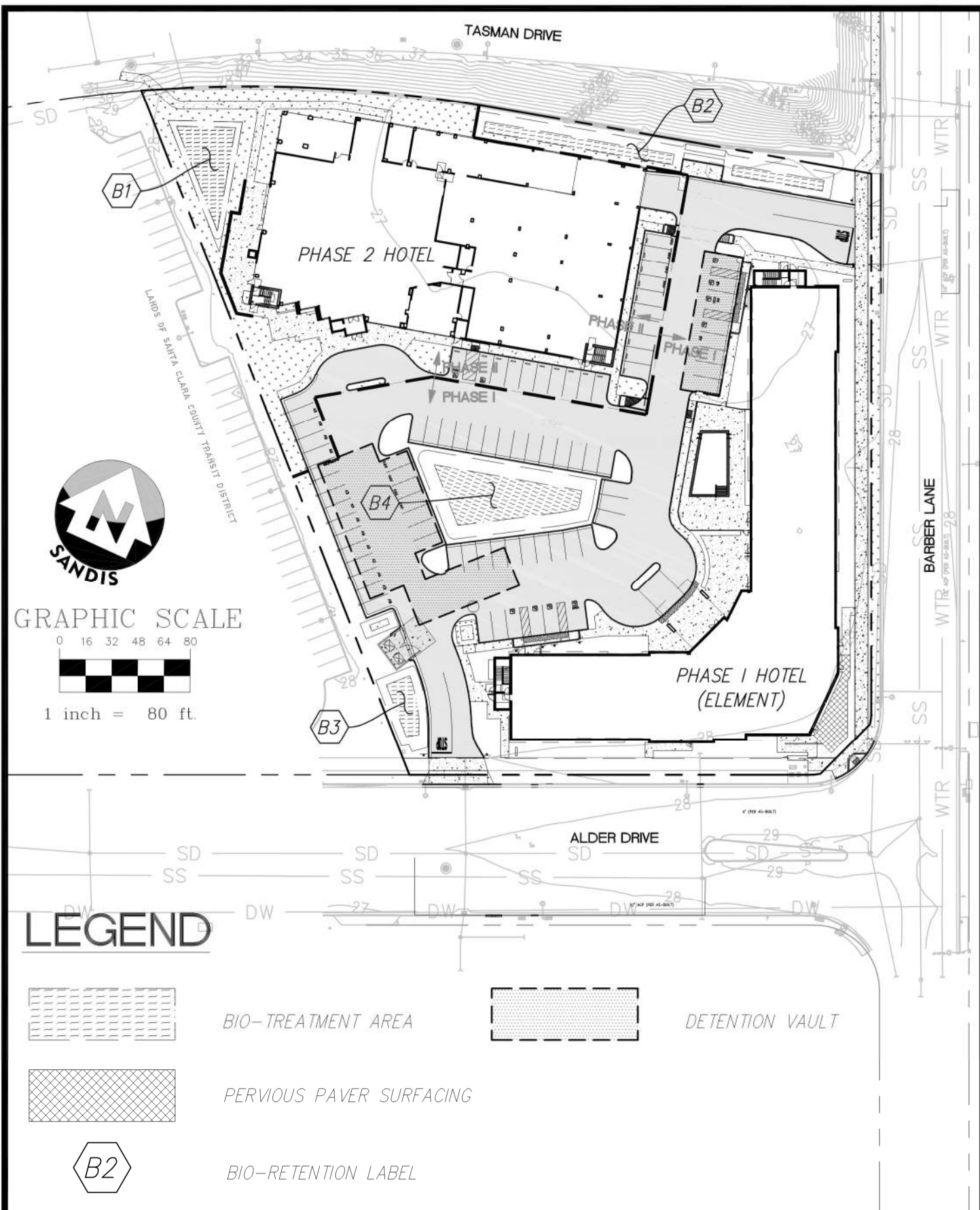
See A1 - [Rainfall Intensity Charts](#)

$A$  is the drainage area in acres.

4. The minimum and maximum velocities are 2 fps and 10 fps, respectively.  
 where  $V = 1.486 / n \times R^{\text{raised to } 2/3} \times S^{\text{raised to } 1/2}$ .  
 $V$  is the velocity.  
 $n$  is coefficient of friction, Values of " $n$ " for RCP are taken as  $n = 0.013$   
 $R$  is the hydraulic radius.  
 $S$  is the slope.
5. Time of flow in gutters can be determined from the City of Milpitas Gutter Flow Table. See A2 - [Milpitas Gutter Flow Table](#).
6. Material  
 Reinforced Concrete Pipe (RCP), Class III
7. Easements  
 10 feet wide (minimum)  
 (No trees or deep-rooted plants are permitted within the easement)
8. Normal Location  
 5 feet toward centerline from face of curb, on the opposite side of the water line.
9. Manhole Spacing  
 500 feet (maximum)
10. Catch Basin Spacing  
 400 feet (maximum)  
 Catch basins shall be spaced to provide for a maximum width of gutter flow not to exceed 8 feet from face of curb, for a 10-year flood or entrance capacity of inlet for a 10-year flood.
11. Cover over Pipe  
 3 feet (minimum)
12. Mainline Pipe Size  
 15" diameter (minimum)
13. Pipe Crossing Clearance

The minimum pipe crossing clearance with other utilities is one foot. Where the minimum clearance cannot be met, encasement or cap shall be designed by the developer's engineer and approved by the City Engineer.

14. Storm drains shall be constructed from the upstream properties through the development to a point of adequate discharge downstream.
15. Provide stubs for future extension of on-site development and public street extension.
16. Change of direction or size shall occur only at structures such as manholes.
17. Outfalls and other work within the SCVWD rights-of-way are subject to the approval and issuance of a permit by that agency.
18. Open ditches of a temporary nature may only be used if approved by the City Engineer.
19. See Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for special flood hazard zones.
20. Non-rainfall discharge requires approval from the appropriate agencies such as the Regional Water Quality Control Board.



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 4-19-19  
SCALE: 1"=80'  
DRAWN BY: RAB  
APPROVED BY: MAK  
DRAWING NO: 616015

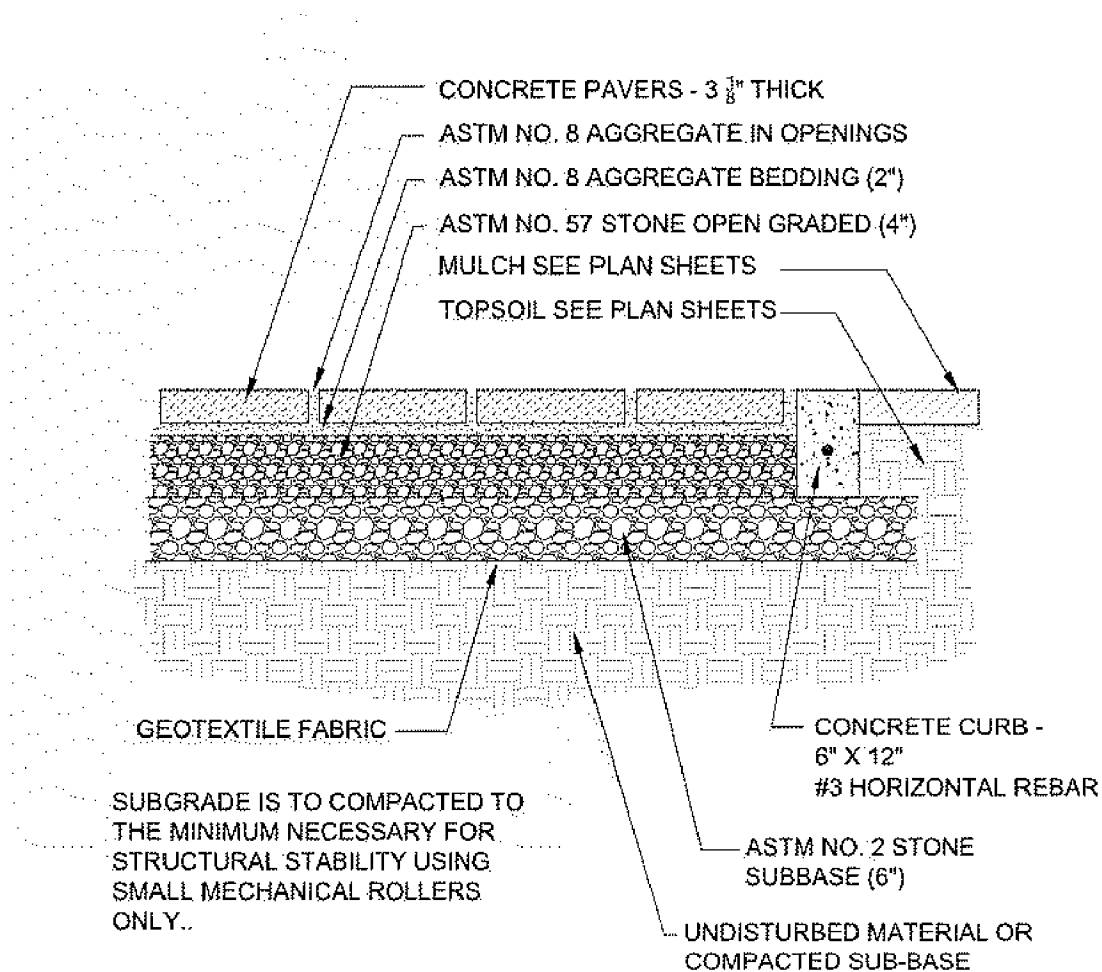
**BMP TREATMENT MAP**  
**PHASE 2 HOTEL**  
**C.3 MAINTENANCE PLAN**  
**MILPITAS CALIFORNIA**

SHEET

**EXH-1**

OF

288



# CONCRETE PERMEABLE PAVERS

N.T.S.

1



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 10-9-17  
SCALE: N.T.S.  
DRAWN BY: RAB  
APPROVED BY: MAK  
DRAWING NO: 616015

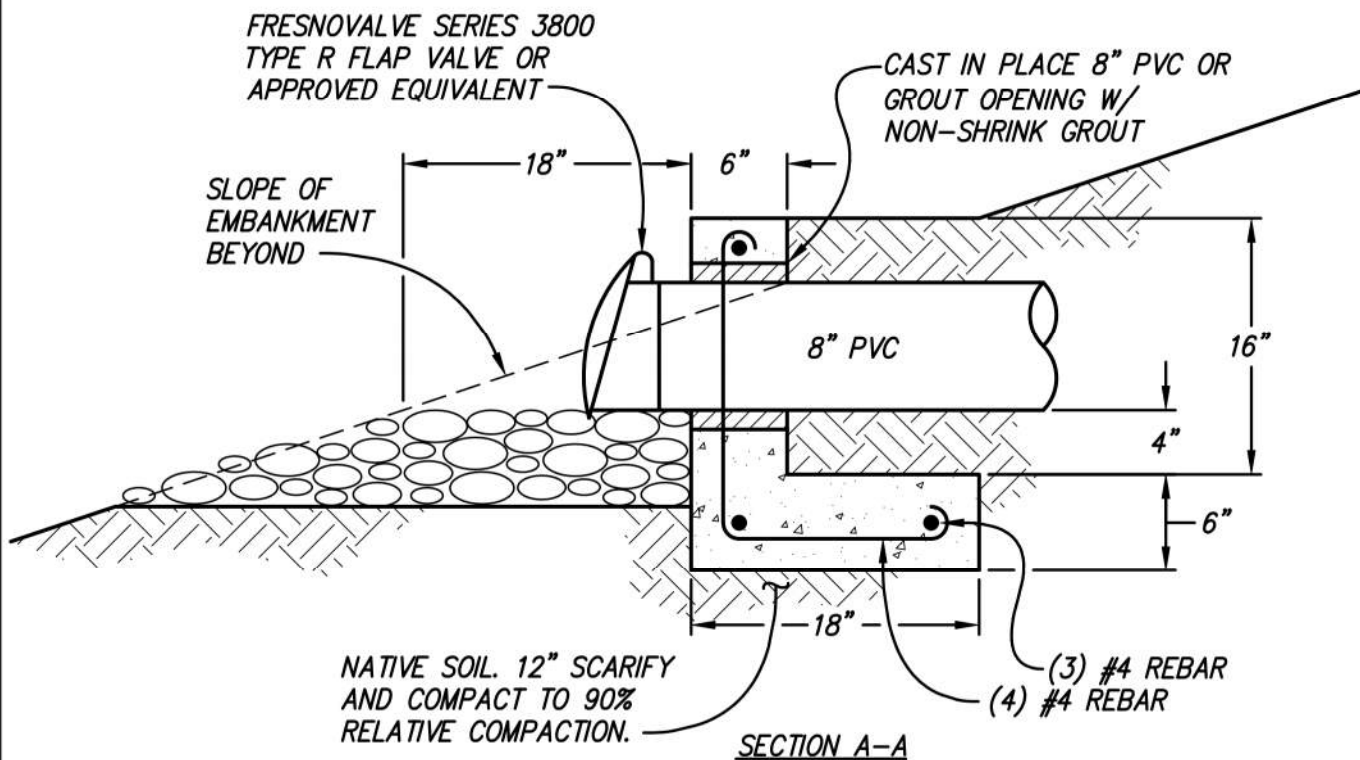
**ELEMENT HOTEL  
CONCRETE  
PERMEABLE PAVERS**

SHEET

**1**

OF SH





## 2

N.T.S.



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SE

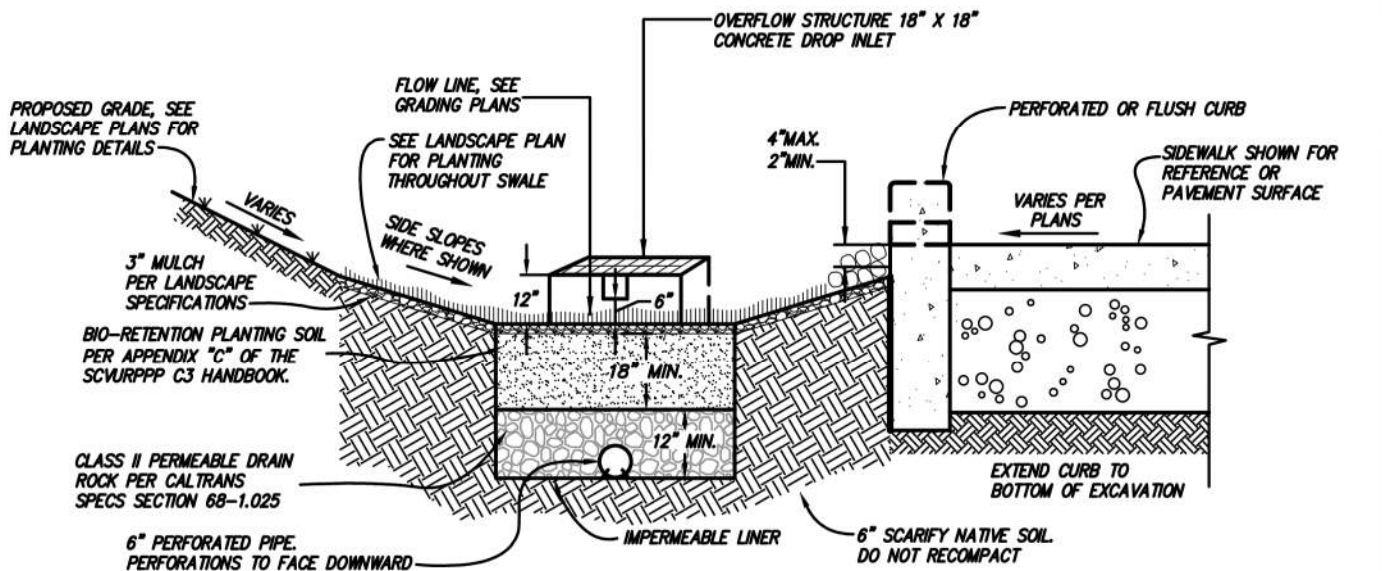
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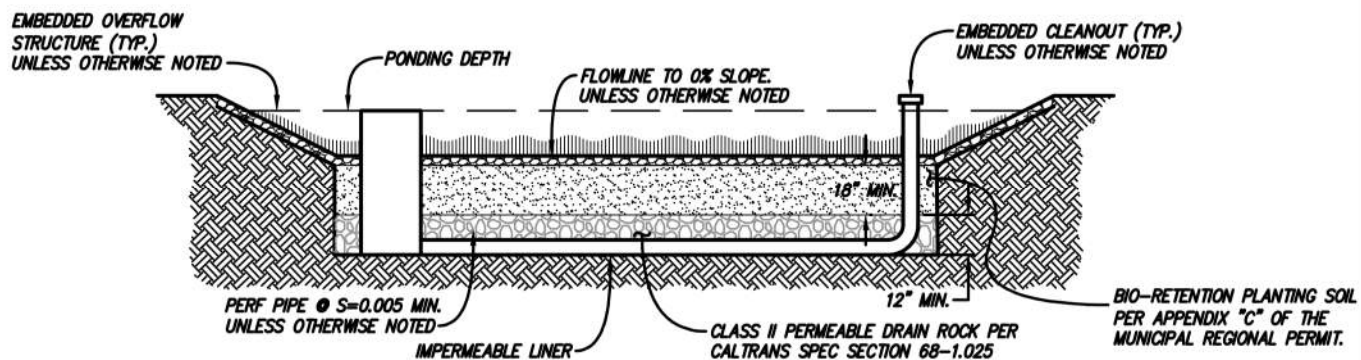
OF S

290

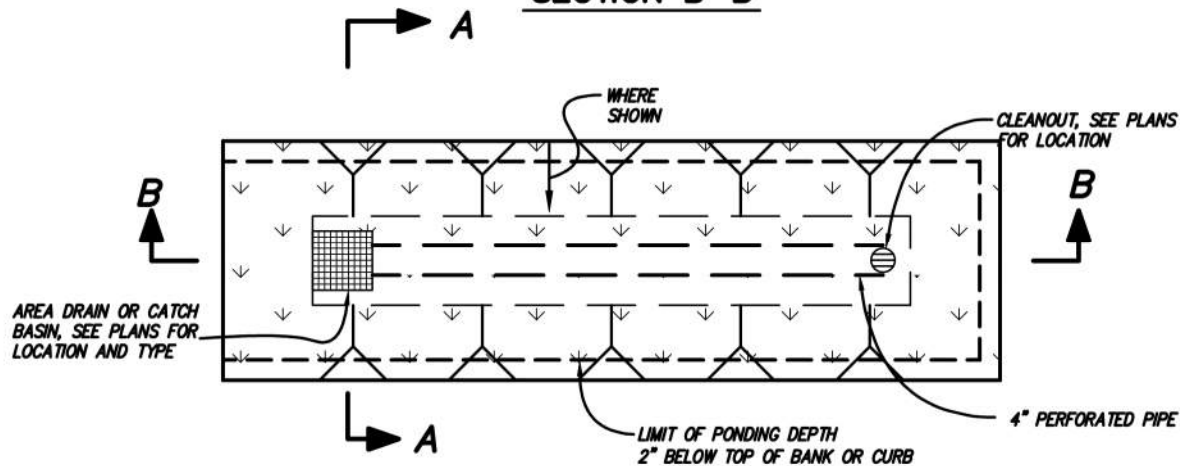




SECTION A-A



SECTION B-B



PLAN VIEW

**NOTES:**

1. CLEANOUT TO BE LOCATED AT UPHILL END OF BIORETENTION AREA.
2. CATCH BASIN SHALL BE KEYED INTO SIDE SLOPE WITHIN DETENTION BASIN.

**BIORETENTION DETAIL**

N.T.S.

3



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 10-9-17

SCALE: N.T.S.

DRAWN BY: RAB

APPROVED BY: MAK

DRAWING NO:

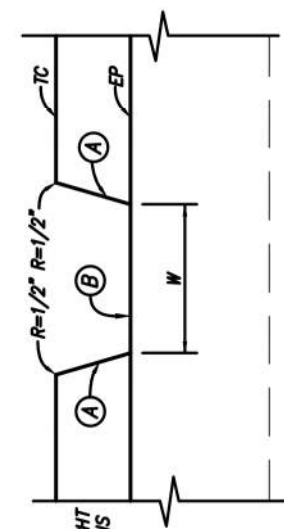
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**ELEMENT HOTEL  
BIORETENTION DETAIL**

SHEET

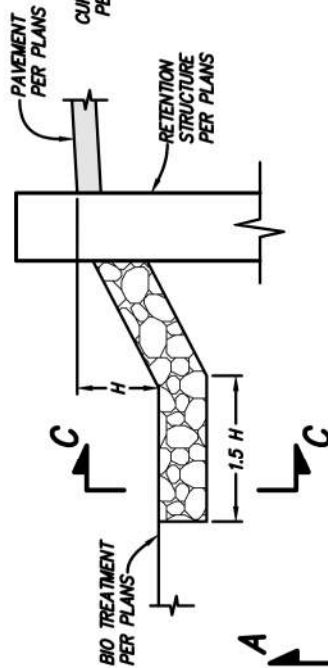
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OF SH

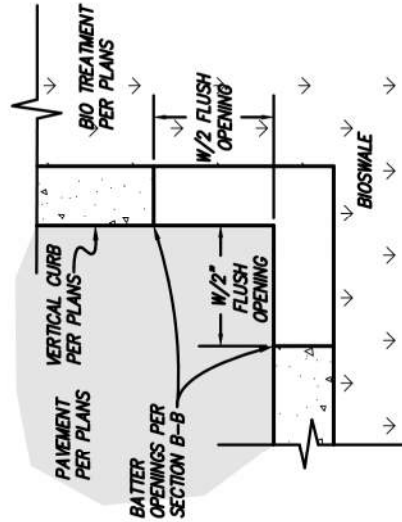


(A) BATTER OPENINGS AT 1:6  
(B) W= 24" UNLESS OTHERWISE NOTED

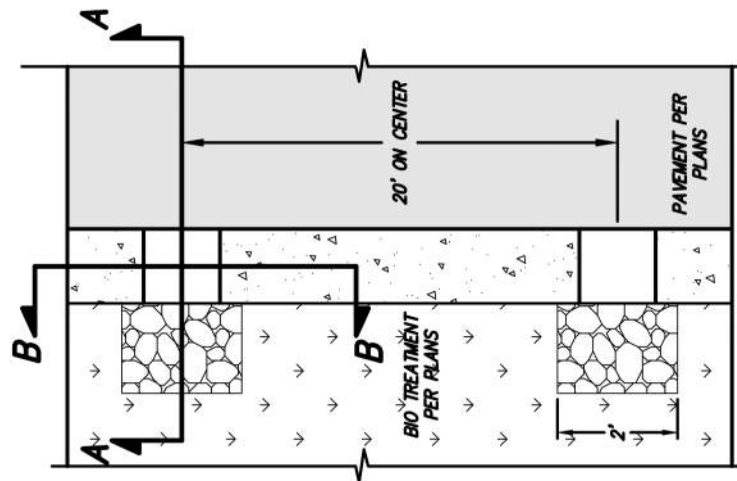
### SECTION B-B



### SECTION A-A



### SECTION C-C



### CURB PERFORATION AT CORNER STALLS

**CURB PERFORATION** **4**  
N.T.S.



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

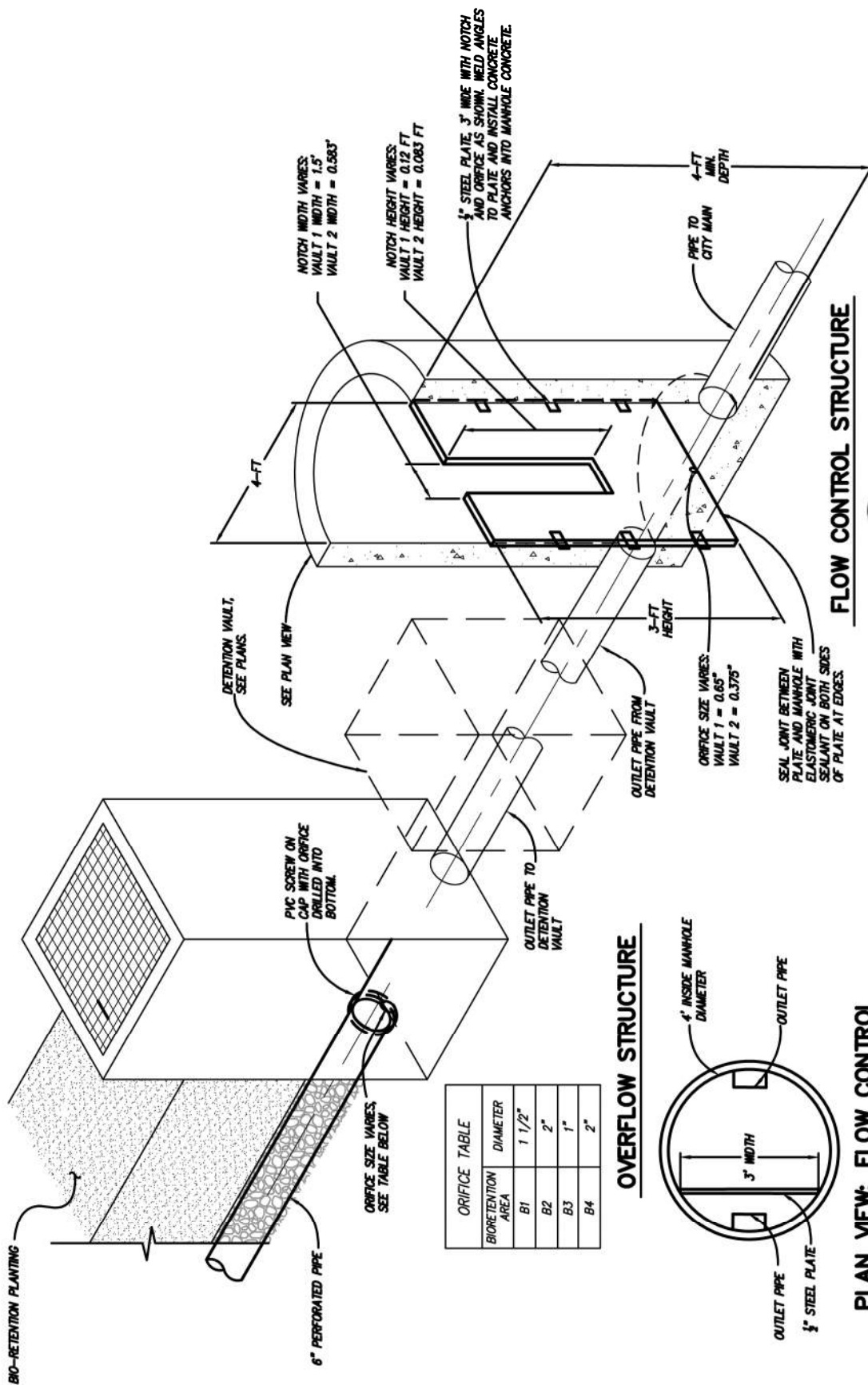
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SCALE: N.T.S.  
DRAWN BY: RAB  
APPROVED BY: MAK  
DRAWING NO: 616015

### ELEMENT HOTEL CURB PERFORATION

SHEET

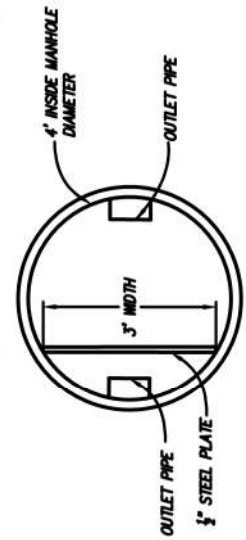
**4**

OF SH



| ORIFICE TABLE     |          |  |
|-------------------|----------|--|
| BIORETENTION AREA | DIAMETER |  |
| B1                | 1 1/2"   |  |
| B2                | 2"       |  |
| B3                | 1"       |  |
| B4                | 2"       |  |

OVERFLOW STRUCTURE



PLAN VIEW: FLOW CONTROL STRUCTURE

FLOW CONTROL STRUCTURE

OVERFLOW STRUCTURE 5

N.T.S.



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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

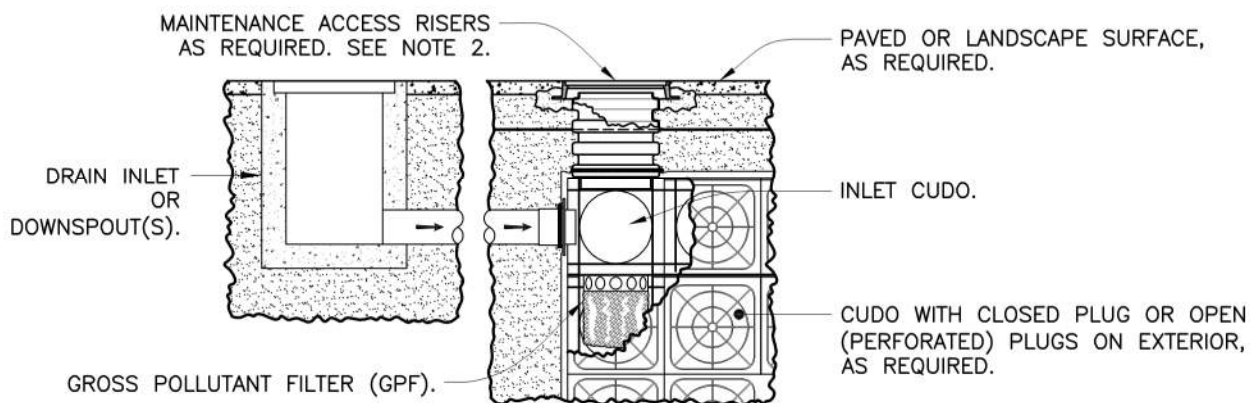
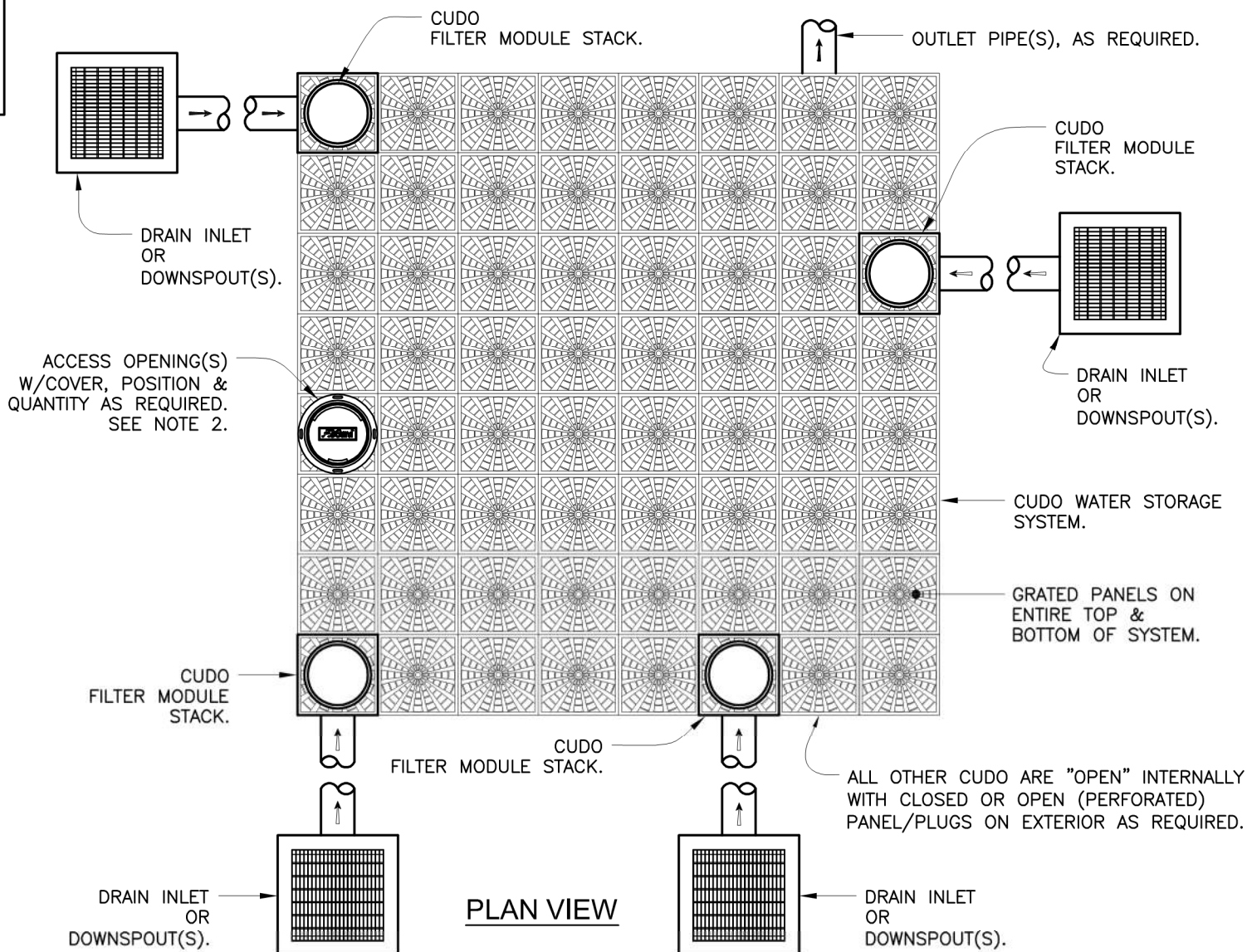
DATE: 10-9-17  
SCALE: N.T.S.  
DRAWN BY: RAB  
APPROVED BY: MAK  
DRAWING NO: 616015

**ELEMENT HOTEL  
OVERFLOW STRUCTURE**

SHEET

**5**

OF SH

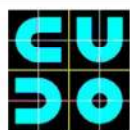


## NOTES:

1. REFER TO CUDO INSTALLATION DETAILS.
2. SEE CUDO-0008 FOR TYPICAL MAINTENANCE ACCESS CONFIGURATION.

SHEET

6



# CUDO™ Water Storage System

## Typical System Layout

### w/ Filter Module Stacks.



# KriStar Enterprises, Inc.

360 Sutton Place, Santa Rosa, CA 95407

Ph: 800.579.8819, Fax: 707.524.8186, [www.kristar.com](http://www.kristar.com)

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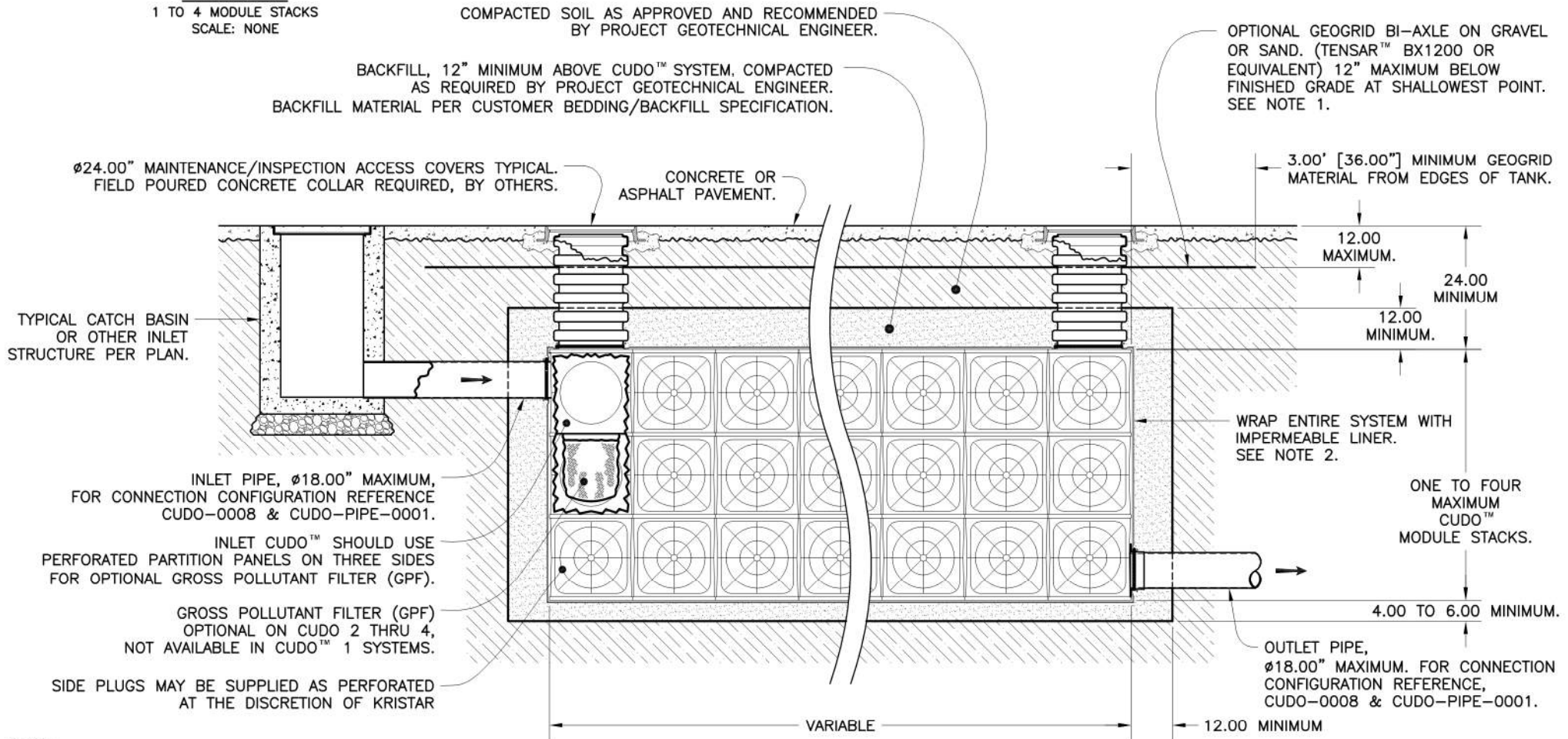
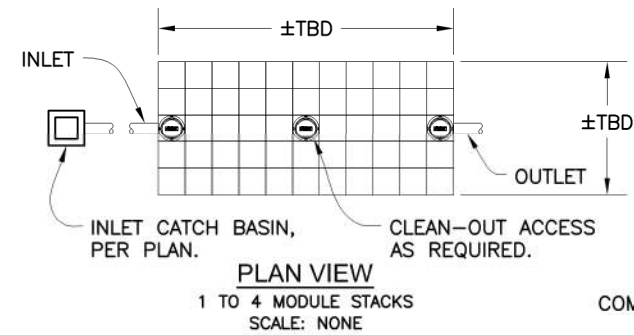
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DO NOT SCALE DRAWING

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NONEDRAWN / DATE  
JPR 5/2/08CUDO ECO  
0006 JPR 3/23/12DRAWING NO.  
CUDO-0007REV  
B

SHEET 1 OF 1





## NOTES:

1. INSTALL GEOGRID LAYER, (TENSAR™ BX1200 OR EQUIVALENT) IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
2. SYSTEM ENCASED ENTIRELY WITH 36 MIL REINFORCED POLYETHYLENE IMPERMEABLE LINER OR EQUIVALENT AS REQUIRED.
3. FIELD POURED CONCRETE COLLAR REQUIRED AROUND ALL ACCESS COVERS & HATCHES, BY OTHERS.
4. ALL EXTERNAL PIPING & ANGLES BY OTHERS. REFER TO PLANS.



KriStar Enterprises, Inc.

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Ph: 800.579.8819, Fax: 707.524.8186, www.kristar.com

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DO NOT SCALE DRAWING

SCALE: NONE

DRAWN / DATE: JPR 7/21/08

CUDO ECO: 0005 JPR 3/20/12

DRAWING NO: CUDO-DT-0001

REV: B

SHEET 1 OF 1

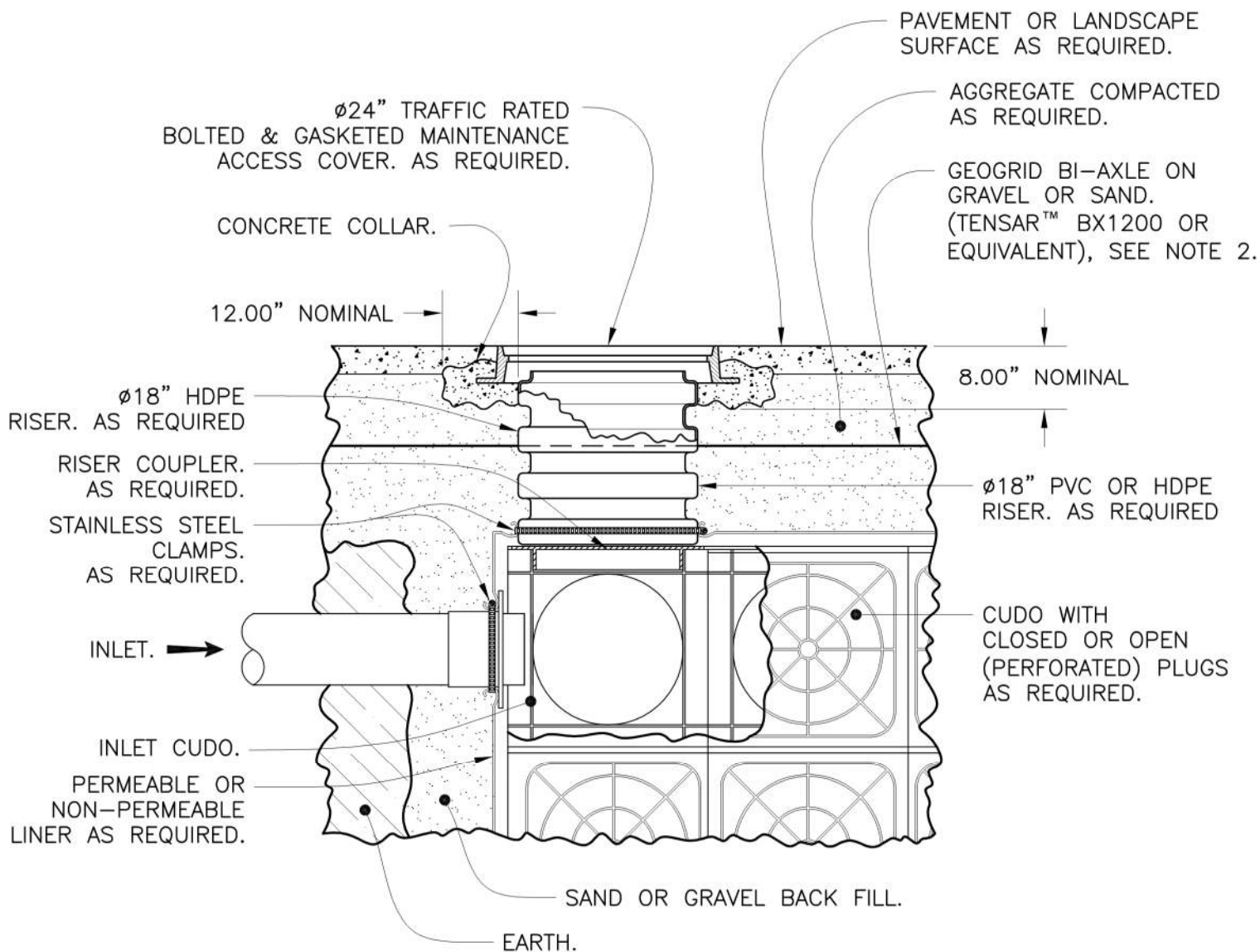
**CUDO™ Stormwater Detention System**  
Typical Installation Detail  
Impermeable Pavement Area

SHEET

7

295

ANY LATED AILLS



## NOTES:

1. REFER TO CUDO INSTALLATION DETAILS.
2. INSTALL GEOGRID LAYER, (TENSAR™ BX1200 OR EQUIVALENT) IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS IN AREAS SUBJECT TO VEHICLE TRAFFIC,

SHEET

8



**CUDO™ Water Storage System**  
TYPICAL MAINTENANCE ACCESS



**KriStar Enterprises, Inc.**

360 Sutton Place, Santa Rosa, CA 95407  
Ph: 800.579.8819, Fax: 707.524.8186, [www.kristar.com](http://www.kristar.com)

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296

DO NOT SCALE DRAWING

SCALE: NONE

DRAWN / DATE JPR 5/2/08

CUDO ECO 0006 JPR 3/26/12

DRAWING NO. CUDO-0008

REV B

SHEET 1 OF 1

## Stormwater Treatment Measure Operation and Maintenance Inspection Report to the Milpitas, California

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City of Milpitas and the property owner during the annual reporting period indicated below.

### I. Property Information:

Property Address or APN: \_\_\_\_\_

Property Owner: \_\_\_\_\_

### II. Contact Information:

Name of person to contact regarding this report: \_\_\_\_\_

Phone number of contact person: \_\_\_\_\_ Email: \_\_\_\_\_

Address to which correspondence regarding this report should be directed:

\_\_\_\_\_  
\_\_\_\_\_

### III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from \_\_\_\_\_ to \_\_\_\_\_.

### IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

| Identifying Number of Treatment Measure | Type of Treatment Measure | Location of Treatment Measure on the Property |
|-----------------------------------------|---------------------------|-----------------------------------------------|
|                                         |                           |                                               |
|                                         |                           |                                               |
|                                         |                           |                                               |

**V. Summary of Inspections and Maintenance:**

Summarize the following information using the attached Inspection and Maintenance Checklists:

| Identifying Number of Treatment Measure | Date of Inspection | Operation and Maintenance Activities Performed and Date(s) Conducted | Additional Comments |
|-----------------------------------------|--------------------|----------------------------------------------------------------------|---------------------|
|                                         |                    |                                                                      |                     |
|                                         |                    |                                                                      |                     |
|                                         |                    |                                                                      |                     |
|                                         |                    |                                                                      |                     |
|                                         |                    |                                                                      |                     |
|                                         |                    |                                                                      |                     |

**VI. Sediment Removal:**

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: \_\_\_\_\_ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain \_\_\_\_\_



**VII. Inspector Information:**

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

| Inspector Name and Title | Inspector's Employer and Address |
|--------------------------|----------------------------------|
|                          |                                  |
|                          |                                  |

**VIII. Certification:**

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

\_\_\_\_\_  
Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Please submit the Operation and Maintenance Inspection reports, Maintenance Plan, and Inspection and Maintenance checklist for each BMP to the following address:

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

## Bioretention Area Maintenance Plan for Element Hotel, Milpitas, CA

10/16/2017

Project Address and Cross Streets: Alder Drive and Barber Lane

Assessor's Parcel No.: 086-02-086

Property Owner: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

The property contains four (4) bioretention area(s), located as described below and as shown in the attached site plan<sup>1</sup>.

**Bioretention Area No. 1** is located at the northwest corner of the site.

**Bioretention Area No. 2** is located along the north and northeast boundary of the site.

**Bioretention Area No. 3** is located at the southwest corner of the site.

**Bioretention Area No. 4** is located relative to the middle of the site.

### I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

| Table 1<br>Routine Maintenance Activities for Bioretention Areas |                                                                                                                                                                                                             |                                            |
|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| No.                                                              | Maintenance Task                                                                                                                                                                                            | Frequency of Task                          |
| 1                                                                | Remove obstructions, weeds, debris and trash from bioretention area and its inlets and outlets; and dispose of properly.                                                                                    | Quarterly, or as needed after storm events |
| 2                                                                | Inspect bioretention area for standing water. If standing water does not drain within 2-3 days, till and replace the surface biotreatment soil with the approved soil mix and replant.                      | Quarterly, or as needed after storm events |
| 3                                                                | Check underdrains for clogging. Use the cleanout riser to clean any clogged underdrains.                                                                                                                    | Quarterly, or as needed after storm events |
| 4                                                                | Maintain the irrigation system and ensure that plants are receiving the correct amount of water (if applicable).                                                                                            | Quarterly                                  |
| 5                                                                | Ensure that the vegetation is healthy and dense enough to provide filtering and protect soils from erosion. Prune and weed the bioretention area. Remove and/or replace any dead plants.                    | Annually, before the wet season begins     |
| 6                                                                | Use compost and other natural soil amendments and fertilizers instead of synthetic fertilizers, especially if the system uses an underdrain.                                                                | Annually, before the wet season begins     |
| 7                                                                | Check that mulch is at appropriate depth (2 - 3 inches per soil specifications) and replenish as necessary before wet season begins. It is recommended that 2" - 3" of arbor mulch be reapplied every year. | Annually, before the wet season begins     |

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

|    |                                                                                                                                                                   |                                                                          |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 8  | Inspect the energy dissipation at the inlet to ensure it is functioning adequately, and that there is no scour of the surface mulch. Remove accumulated sediment. | Annually, before the wet season begins                                   |
| 9  | Inspect overflow pipe to ensure that it can safely convey excess flows to a storm drain. Repair or replace damaged piping.                                        | Annually, before the wet season begins                                   |
| 10 | Replace biotreatment soil and mulch, if needed. Check for standing water, structural failure and clogged overflows. Remove trash and debris. Replace dead plants. | Annually at the end of the rainy season, and/or after large storm events |
| 11 | Inspect bioretention area using the attached inspection checklist.                                                                                                | Annually, before the wet season                                          |

## II. Use of Pesticides

Do not use pesticides or other chemical applications to treat diseased plants, control weeds or removed unwanted growth. Employ non-chemical controls (biological, physical and cultural controls) to treat a pest problem. Prune plants properly and at the appropriate time of year. Provide adequate irrigation for landscape plants. Do not over water.

## III. Vector Control

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

Santa Clara Valley Vector Control District  
 1580 Berger Dr.  
 San José, California 95112  
 Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356  
[www.sccgov.org/portal/site/vector](http://www.sccgov.org/portal/site/vector)

## IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

# **Bioretention Area Inspection and Maintenance Checklist**

Property Address: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection: ☐ Quarterly ☐ Pre-Wet Season  
☐ After heavy runoff ☐ End of Wet Season  
Inspector(s): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

| Defect                           | Conditions When Maintenance Is Needed                                                                                     | Maintenance Needed? (Y/N) | Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done) | Results Expected When Maintenance Is Performed                                                                                                                                                                            |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Standing Water                | Water stands in the bioretention area between storms and does not drain within 2-3 days after rainfall.                   |                           |                                                                                                                  | There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains. |
| 2. Trash and Debris Accumulation | Trash and debris accumulated in the bioretention area, inlet, or outlet.                                                  |                           |                                                                                                                  | Trash and debris removed from bioretention area and disposed of properly.                                                                                                                                                 |
| 3. Sediment                      | Evidence of sedimentation in bioretention area.                                                                           |                           |                                                                                                                  | Material removed so that there is no clogging or blockage. Material is disposed of properly.                                                                                                                              |
| 4. Erosion                       | Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.                       |                           |                                                                                                                  | Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.                                                                          |
| 5. Vegetation                    | Vegetation is dead, diseased and/or overgrown.                                                                            |                           |                                                                                                                  | Vegetation is healthy and attractive in appearance.                                                                                                                                                                       |
| 6. Mulch                         | Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth. |                           |                                                                                                                  | All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 – 3 inches.                                                                   |
| 7. Miscellaneous                 | Any condition not covered above that needs attention in order for the bioretention area to function as designed.          |                           |                                                                                                                  | Meets the design specifications.                                                                                                                                                                                          |

## Pervious Paving Maintenance Plan for Element Hotel, Milpitas, CA

10/16/2017

Project Address and Cross Streets: Alder Drive and Barber Lane

Assessor's Parcel No.: 086-02-086

Property Owner: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Designated Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

The property contains one (1) pervious paving area(s), located as described below and as shown in the attached site plan<sup>1</sup>.

- **Pervious Paving Area No. 1** is located at the outdoor plaza area in the southeast corner of the site.

### I. Routine Maintenance Activities

Types of pervious pavement include pervious concrete, porous asphalt, and permeable interlocking concrete pavement (PICP), concrete grid pavers, and plastic reinforcement grid pavers. The principal maintenance objective is to prevent sediment buildup and clogging, which reduces infiltration capacity and pollutant removal efficiency. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

| <b>Table 1</b><br><b>Routine Maintenance Activities for Pervious Paving Areas</b> |                                                                                                                                                                                                                                                        |                            |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>No.</b>                                                                        | <b>Maintenance Task</b>                                                                                                                                                                                                                                | <b>Frequency of Task</b>   |
| 1                                                                                 | Check for sediment and debris accumulation. Prevent soil from washing or blowing onto the pavement. Do not store sand, soil, mulch or other landscaping materials on pervious pavement surfaces.                                                       | Two to four times annually |
| 2                                                                                 | Conduct preventative surface cleaning, using commercially available regenerative air or vacuum sweepers, to remove sediment and debris.                                                                                                                | Two to four times annually |
| 3                                                                                 | Inspect for any signs of pavement failure. Repair any surface deformations or broken pavers. Replace missing joint filler in PICP.                                                                                                                     | Two to four times annually |
| 4                                                                                 | Check for standing water on the pavement surface within 30 minutes after a storm event.                                                                                                                                                                | Two to four times annually |
| 5                                                                                 | Inspect underdrain outlets and cleanouts, preferably before the wet season. Remove trash/debris.                                                                                                                                                       | Two to four times annually |
| 6                                                                                 | Remove sediment and debris accumulation on pervious pavement.                                                                                                                                                                                          | Two to four times annually |
| 7                                                                                 | Remove weeds. Mow vegetation in grid pavements (such as turf block) as needed.                                                                                                                                                                         | As needed                  |
| 8                                                                                 | Perform restorative surface cleaning with a vacuum sweeper, and/or reconstruction of part of the pervious surface to restore surface permeability as needed. Replenish aggregate in PICP joints or grids as needed after restorative surface cleaning. | As needed                  |
| 9                                                                                 | Power washing with simultaneous vacuuming also can be used to restore surface infiltration to highly clogged areas of pervious concrete, porous asphalt or PICP, but is not recommended for grid pavements.                                            | As needed                  |
| 10                                                                                | Inspect pervious paving area using the attached inspection checklist.                                                                                                                                                                                  | Quarterly or as needed     |

<sup>1</sup> Attached site plan must match the site plan exhibit to Maintenance Agreement.

Pervious Pavement Maintenance Plan  
Property Address: Alder Drive and Barber Lane

Date of Inspection: \_\_\_\_\_  
Treatment Measure No.: \_\_\_\_\_

## **II. Use of Pesticides**

Do not use pesticides or other chemical applications to control weeds or unwanted growth near pavement or between pavers.

## **III. Vector Control**

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

Santa Clara Valley Vector Control District  
1580 Berger Dr.  
San José, California 95112  
Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356  
[www.sccgov.org/portal/site/vector](http://www.sccgov.org/portal/site/vector)

## **IV. Inspections**

The attached Pervious Pavement Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

## Pervious Pavement Inspection and Maintenance Checklist

Property Address: \_\_\_\_\_ Property Owner: \_\_\_\_\_

Treatment Measure No.: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season  
☐ After heavy runoff ☐ End of Wet Season  
Inspector(s): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

| Defect                                        | Conditions When Maintenance Is Needed                                                                            | Maintenance Needed? (Y/N) | Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done) | Results Expected When Maintenance Is Performed                                                                                                                                                    |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Standing Water                             | Water stands in the pervious pavement and does not drain within 30 minutes after storm event                     |                           |                                                                                                                  | There should be no areas of standing water once storm event has ceased. Restorative surface cleaning with a vacuum sweeper and/or reconstruction of part of the pervious surface may be required. |
| 2. Trash, or Sediment and Debris Accumulation | Trash, sediment or debris accumulated on pervious pavement                                                       |                           |                                                                                                                  | Trash and debris removed from pervious pavement and disposed of properly. Adjacent areas do not contribute to sediment and debris.                                                                |
| 3. Damage                                     | Surface deformation or broken pavers                                                                             |                           |                                                                                                                  | Surface restored; no deformation or broken pavers.                                                                                                                                                |
| 4. Vegetation                                 | Weeds growing on pervious pavement                                                                               |                           |                                                                                                                  | No weeds on pervious pavement.                                                                                                                                                                    |
| 5. Underdrain Outlets                         | Water accumulates due to trash/sediment accumulation in outlets.                                                 |                           |                                                                                                                  | No standing water observed. Clean underdrain outlets and cleanouts.                                                                                                                               |
| 6. Miscellaneous                              | Any condition not covered above that needs attention in order for the pervious pavement to function as designed. |                           |                                                                                                                  | Meets the design specifications.                                                                                                                                                                  |



# CUDO® CUBES

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## Operations and Maintenance Manual

(Underground Retention / Detention / Infiltration /  
Water Reuse Systems)

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# CUDO® Stormwater Cube - Modular Stormwater Systems

## Description / Basic Function

CUDO is a modular stormwater system comprised of a grouping of modular polypropylene or concrete cubes that when constructed form an underground storage area for stormwater. This system can be used for infiltration, retention, detention or water reuse. CUDO can help achieve runoff detainment and storage to help attenuate the peak flow to pre-construction levels and can help conform to current Low Impact Development requirements.

## Infiltration

The purpose of a CUDO infiltration system is to capture stormwater runoff, store the runoff, and then allow it to percolate into the ground via the open space area of the cubes and perforations in the side wall. The system is backfilled with a Class I material defined by ASTM D2321 as a cleaned open graded rock or a Class II permeable sand. The rock or sand provide additional storage capacity but also allow for a percolation interface with the native material. The ground water is "recharged" with this type of system.

## Detention

The purpose of a CUDO detention system is to capture stormwater runoff, store the runoff, and then allow it to be released at a controlled rate through an appropriately sized orifice control. A detention system helps attenuate the peak flow from the site assuring that pre-development runoff flows are not exceeded as a result of the development. A CUDO detention requires the cubes to be encapsulated with an impermeable liner for the polypropylene system or the seams of the concrete system to be sealed with a water proof mastic.

## Retention

A CUDO retention system is a hybrid system. It is a combination of a detention system and an infiltration system. A retention system is utilized to attenuate peak flow as well as promote groundwater re-charge. A retention system is outfitted with an overflow pipe at the top of the system which allows the system to fill for infiltration but also outlet if the ground is saturated.

## Water Reuse

The purpose of a water-reuse CUDO system is to capture and store water for future use. The system is constructed in a similar fashion to a detention system but instead of a controlled outlet the system is constructed with an emergency overflow. A water reuse system is a Low-Impact Development (LID) device that helps attenuate peak flows as well as conserve water. Water may be reused through an active pump system or passive irrigation.

## Inspection/Cleanout Ports

Inspection and cleanout ports are 18-inch diameter vertical risers connected to the uppermost polypropylene CUDO cubes or up to 30-inch manhole access connected to the concrete CUDO. They are used for entrance into the system, or for access to place vacuum truck hoses or water-jetting devices or CCTV equipment. Ports are strategically located near inlet and outlet pipes and in other areas or probable deposition in the system. It is recommended to keep surface level access lids sealed and bolted at all times when the system is in service.

## Inlet Bay

Some systems are configured so that pretreatment of the stormwater occurs within the CUDO system. In this case, the CUDO system will house an inlet bay. The inlet bay is separated from the rest of the CUDO system by sidewall plugs and is intended to separate gross pollutants, trash and debris and floatables from the CUDO system and pre-treatment device. The bay contains its own sump area and unique access ports.

## **Maintenance Overview for CUDO**

State and Local regulations require that stormwater storage systems be maintained and serviced on a recurring basis. The purpose of maintaining a clean and obstruction free CUDO system is to ensure the system performs the intended function of the primary design. Trash and debris, floatables, gross pollutants and sediment can build up in the CUDO leading to clogging of the native soil interface or blockage of the inlet or outlet pipes. This can cause the system to function improperly by limiting storage volume, limiting the design percolation rates or impeding flow in and out of the system. Downstream and upstream, areas could run the risk of flooding and deleterious environmental impact.

### **Recommended Frequency of Service**

It is recommended that the CUDO stormwater systems be serviced on a regularly occurring basis. Ultimately the frequency depends on the amount of runoff, pollutant loading, and interference from trash, debris and gross pollutants as well as proper maintenance of upstream pretreatment devices. However, it is recommended that each installation be inspected at least two times per year to assess service needs.

### **Recommended Timing of Service**

Guidelines for the timing of service are as follows:

1. For areas with a definite rainy season the system should be serviced prior to and following the rainy season.
2. For areas subject to year-round rainfall service should occur on a regularly occurring basis. (A minimum of two times per year.)
3. For areas with winter snow and summer rain the system should be serviced prior to and after the snow season.
4. For installed devices that are subject to dry weather flows only (i.e. wash racks, parking garages, etc...) the unit should be serviced on a regularly occurring basis. (A minimum of two times per year.)

## **Inspection**

An inspection should be performed when the system is new. This allows the owner to establish a baseline condition for comparison to future inspections. Sediment build up can typically be monitored without entering the system. (No confined space entry.) Initial and subsequent inspection data should be recorded and filed for reference. Some regulatory agencies require that the results of the inspections be documented and reported. Inspection reports should comply with regulatory requirements and be submitted as required.

### **Inspection Procedures**

5. Locate the inspection, cleanout and access ports. Inspection and cleanout ports are typically 18-inch diameter. Access ports are typically 24-inch or 30-inch diameter. Pictures should be taken to document the location or a site map should be generated to detail the as-built locations of the ports.
6. Unbolt and remove the access port lids.
7. Insert a measuring device into the opening making note of a point of reference to determine the quantity of sediment and other accumulated material. If access is required to measure, ensure only certified confined space entry personnel having appropriate equipment are allowed to enter the system.
8. In addition, for accessible concrete CUDO systems personnel should utilize appropriate confined space entry procedures to enter the system and photograph its condition.
9. Inspect inlet and outlet locations for obstructions. Obstructions should be removed at this time.
10. Inspect the structural components of the system.
11. Fill in the CUDO Inspection/Maintenance Data Sheet and send a copy to the regulatory agency if necessary.

## **Disinfection of Water Reuse System**

Periodic disinfection of water held for reuse may be required to abate bacteria and algae growth. This may be done using calcium hypochlorite tablets or by the addition of an ozone generator in a small recirculation system.



## Maintenance

Cleanout of the CUDO system should be considered if there is sediment buildup of two or more inches at over 50% of the inspection ports. Cleaning shall be performed if sediment buildup is two inches or more over 75% of the system floor. In the event of a spill of a foreign substance, cleanout of the system should be considered.

### Maintenance Procedures

1. Locate the inspection, cleanout and access ports. Inspection and cleanout ports are typically 18-inch diameter. Access ports are typically 24-inch or 30-inch diameter. Pictures should be taken to document the location or a site map should be generated to detail the as-built locations of the ports.
2. Unbolt and remove the access port lids.
3. Measure the sediment buildup at each port. If access is required to measure ensure only certified confined space entry personnel having appropriate equipment are allowed to enter the system.
4. A thorough cleaning of the system (inlets, outlets, ports, and inlet bays) shall be performed by either a vacuum truck or by manual methods.
5. Inspect inlet and outlet locations for obstructions. Obstructions should be removed at this time.
6. Inspect the structural components of the system.
7. Fill in the CUDO Inspection/Maintenance Data Sheet and send a copy to the regulatory agency if necessary.

### Inspection / Maintenance Requirements

Below are some recommendations for equipment and training of personnel to inspect and maintain a CUDO system.

Personnel: OSHA Confined Space Entry Training is a prerequisite for entrance into a system. In the state of California personnel should be CalOSHA certified.

Equipment: Record Taking (pen, paper, voice recorder)  
Proper Clothing (appropriate footwear, gloves, hardhat, safety glasses, etc.)  
Flashlight  
Tape Measure  
Measuring Stick  
Pry Bar  
Traffic Control (flagging, barricades, signage, cones, etc.)  
First Aid Materials  
Debris and Contaminant Containers  
Vacuum Truck

### Disposal of Gross Pollutants, Hydrocarbons, and Sediment

The collected gross pollutants, hydrocarbons, and sediment shall be offloaded from the vacuum truck into DOT approved containers for disposal. Once in the container the maintenance contractor has possession and is responsible for disposal in accordance with local, state and federal agency requirements.

*Note: As the generator, the landowner is ultimately responsible for the proper disposal of the collected materials. Because the material likely contains petroleum hydrocarbons, heavy metals, and other harmful pollutants, the materials must be treated as EPA class 2 Hazardous Waste. Proper disposal is required.*

# CUDO<sup>®</sup> CUBES

## OUR MARKETS



BUILDING  
STRUCTURES



COMMUNICATIONS



WATER



ENERGY



TRANSPORTATION

# **APPENDIX H**

## Bay Area Hydrology Model

**BAHM2013**  
**PROJECT REPORT**

## *General Model Information*

Project Name: Milpitas Phase 2 w\_One POC\_05.08.2019  
Site Name: Milpitas Hotel  
Site Address: Alder Dr. & Barber Lane  
City: Milpitas, CA  
Report Date: 5/8/2019  
Gage: San Jose  
Data Start: 1959/10/01  
Data End: 2000/09/30  
Timestep: Hourly  
Precip Scale: 0.000 (adjusted)  
Version Date: 2018/07/12

## *POC Thresholds*

---

|                               |                          |
|-------------------------------|--------------------------|
| Low Flow Threshold for POC1:  | 10 Percent of the 2 Year |
| High Flow Threshold for POC1: | 10 Year                  |

---

## Landuse Basin Data

### Predeveloped Land Use

#### Ex. A1

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.779

Pervious Total      0.779

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.779

Element Flows To:  
Surface

Interflow

Groundwater



## Ex A2

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.757

Pervious Total      0.757

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.757

Element Flows To:

Surface      Interflow      Groundwater

### Ex A3

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.321

Pervious Total      0.321

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.321

Element Flows To:

Surface      Interflow      Groundwater

#### Ex A4

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)    1.223

Pervious Total            1.223

Impervious Land Use      acre

Impervious Total         0

Basin Total                1.223

Element Flows To:

Surface                    Interflow                    Groundwater

## Ex A5

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.0238

Pervious Total      0.0238

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.0238

Element Flows To:

Surface      Interflow      Groundwater

## Basin 6

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.043

Pervious Total      0.043

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.043

Element Flows To:

Surface      Interflow      Groundwater

## Basin 7

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Grass,Flat(0-5%)      0.05

Pervious Total      0.05

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.05

Element Flows To:

Surface      Interflow      Groundwater

## *Mitigated Land Use*

### *Area 1*

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.217

Pervious Total      0.217

Impervious Land Use      acre  
Roof Area      0.3754  
Sidewalks,Flat(0-5%)      0.0873  
Parking,Flat(0-5%)      0.0987

Impervious Total      0.5614

Basin Total      0.7784

#### Element Flows To:

| Surface             | Interflow           | Groundwater |
|---------------------|---------------------|-------------|
| Surface retention 1 | Surface retention 1 |             |

## Area 2

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)    0.1445

Pervious Total            0.1445

Impervious Land Use      acre  
Roof Area                0.3445  
Sidewalks,Flat(0-5%)    0.0367  
Parking,Flat(0-5%)      0.2308

Impervious Total           0.612

Basin Total                0.7565

Element Flows To:

|                     |                     |             |
|---------------------|---------------------|-------------|
| Surface             | Interflow           | Groundwater |
| Surface retention 2 | Surface retention 2 |             |



### Area 3

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.095

Pervious Total      0.095

Impervious Land Use      acre  
Parking,Flat(0-5%)      0.226

Impervious Total      0.226

Basin Total      0.321

Element Flows To:

|                     |                     |             |
|---------------------|---------------------|-------------|
| Surface             | Interflow           | Groundwater |
| Surface retention 3 | Surface retention 3 |             |

#### Area 4

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.152

Pervious Total      0.152

Impervious Land Use      acre  
Roof Area      0.48  
Sidewalks,Flat(0-5%)      0.128  
Parking,Flat(0-5%)      0.4286

Impervious Total      1.0366

Basin Total      1.1886

#### Element Flows To:

| Surface             | Interflow           | Groundwater |
|---------------------|---------------------|-------------|
| Surface retention 4 | Surface retention 4 |             |

## Basin 5

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.018

Pervious Total      0.018

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.018

### Element Flows To:

|         |           |             |
|---------|-----------|-------------|
| Surface | Interflow | Groundwater |
| Vault 1 | Vault 1   |             |

## Basin 6B - Landscape

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.026

Pervious Total      0.026

Impervious Land Use      acre  
Sidewalks,Flat(0-5%)      0.008

Impervious Total      0.008

Basin Total      0.034

Element Flows To:

|         |           |             |
|---------|-----------|-------------|
| Surface | Interflow | Groundwater |
| Vault 2 | Vault 2   |             |

## Basin 7

Bypass: No

GroundWater: No

Pervious Land Use      acre  
C D,Urban,Flat(0-5%)      0.045

Pervious Total      0.045

Impervious Land Use      acre

Impervious Total      0

Basin Total      0.045

### Element Flows To:

|         |           |             |
|---------|-----------|-------------|
| Surface | Interflow | Groundwater |
| Vault 2 | Vault 2   |             |

# *Routing Elements*

## *Predeveloped Routing*

## Mitigated Routing

### Bioretention 1

|                                     |           |
|-------------------------------------|-----------|
| Bottom Length:                      | 34.00 ft. |
| Bottom Width:                       | 34.00 ft. |
| Material thickness of first layer:  | 1.5       |
| Material type for first layer:      | BAHM 5    |
| Material thickness of second layer: | 1         |
| Material type for second layer:     | GRAVEL    |
| Material thickness of third layer:  | 0         |
| Material type for third layer:      | GRAVEL    |
| Underdrain used                     |           |
| Underdrain Diameter (feet):         | 0.5       |
| Orifice Diameter (in.):             | 1.5       |
| Offset (in.):                       | 0         |
| Flow Through Underdrain (ac-ft.):   | 25.833    |
| Total Outflow (ac-ft.):             | 26.621    |
| Percent Through Underdrain:         | 97.04     |
| Discharge Structure                 |           |
| Riser Height:                       | 1 ft.     |
| Riser Diameter:                     | 24 in.    |
| Element Flows To:                   |           |
| Outlet 1                            | Outlet 2  |
| Vault 1                             |           |

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.0265    | 0.0000         | 0.0000         | 0.0000      |
| 0.0402      | 0.0265    | 0.0004         | 0.0000         | 0.0000      |
| 0.0804      | 0.0265    | 0.0008         | 0.0000         | 0.0000      |
| 0.1207      | 0.0265    | 0.0012         | 0.0000         | 0.0000      |
| 0.1609      | 0.0265    | 0.0016         | 0.0000         | 0.0000      |
| 0.2011      | 0.0265    | 0.0020         | 0.0000         | 0.0000      |
| 0.2413      | 0.0265    | 0.0024         | 0.0000         | 0.0000      |
| 0.2815      | 0.0265    | 0.0028         | 0.0000         | 0.0000      |
| 0.3218      | 0.0265    | 0.0032         | 0.0000         | 0.0000      |
| 0.3620      | 0.0265    | 0.0037         | 0.0000         | 0.0000      |
| 0.4022      | 0.0265    | 0.0041         | 0.0000         | 0.0000      |
| 0.4424      | 0.0265    | 0.0045         | 0.0000         | 0.0000      |
| 0.4826      | 0.0265    | 0.0049         | 0.0000         | 0.0000      |
| 0.5229      | 0.0265    | 0.0053         | 0.0000         | 0.0000      |
| 0.5631      | 0.0265    | 0.0057         | 0.0000         | 0.0000      |
| 0.6033      | 0.0265    | 0.0061         | 0.0000         | 0.0000      |
| 0.6435      | 0.0265    | 0.0065         | 0.0000         | 0.0000      |
| 0.6837      | 0.0265    | 0.0069         | 0.0000         | 0.0000      |
| 0.7240      | 0.0265    | 0.0073         | 0.0000         | 0.0000      |
| 0.7642      | 0.0265    | 0.0077         | 0.0000         | 0.0000      |
| 0.8044      | 0.0265    | 0.0081         | 0.0000         | 0.0000      |
| 0.8446      | 0.0265    | 0.0085         | 0.0000         | 0.0000      |
| 0.8848      | 0.0265    | 0.0089         | 0.0000         | 0.0000      |
| 0.9251      | 0.0265    | 0.0093         | 0.0000         | 0.0000      |
| 0.9653      | 0.0265    | 0.0097         | 0.0000         | 0.0000      |
| 1.0055      | 0.0265    | 0.0101         | 0.0000         | 0.0000      |
| 1.0457      | 0.0265    | 0.0105         | 0.0000         | 0.0000      |
| 1.0859      | 0.0265    | 0.0110         | 0.0000         | 0.0000      |
| 1.1262      | 0.0265    | 0.0114         | 0.0000         | 0.0000      |

|        |        |        |        |        |
|--------|--------|--------|--------|--------|
| 1.1664 | 0.0265 | 0.0118 | 0.0000 | 0.0000 |
| 1.2066 | 0.0265 | 0.0122 | 0.0000 | 0.0000 |
| 1.2468 | 0.0265 | 0.0126 | 0.0000 | 0.0000 |
| 1.2870 | 0.0265 | 0.0130 | 0.0000 | 0.0000 |
| 1.3273 | 0.0265 | 0.0134 | 0.0000 | 0.0000 |
| 1.3675 | 0.0265 | 0.0138 | 0.0000 | 0.0000 |
| 1.4077 | 0.0265 | 0.0142 | 0.0000 | 0.0000 |
| 1.4479 | 0.0265 | 0.0146 | 0.0000 | 0.0000 |
| 1.4881 | 0.0265 | 0.0150 | 0.0000 | 0.0000 |
| 1.5284 | 0.0265 | 0.0154 | 0.0000 | 0.0000 |
| 1.5686 | 0.0265 | 0.0159 | 0.0000 | 0.0000 |
| 1.6088 | 0.0265 | 0.0163 | 0.0000 | 0.0000 |
| 1.6490 | 0.0265 | 0.0168 | 0.0000 | 0.0000 |
| 1.6892 | 0.0265 | 0.0172 | 0.0000 | 0.0000 |
| 1.7295 | 0.0265 | 0.0177 | 0.0000 | 0.0000 |
| 1.7697 | 0.0265 | 0.0181 | 0.0000 | 0.0000 |
| 1.8099 | 0.0265 | 0.0186 | 0.0000 | 0.0000 |
| 1.8501 | 0.0265 | 0.0190 | 0.0000 | 0.0000 |
| 1.8903 | 0.0265 | 0.0194 | 0.0000 | 0.0000 |
| 1.9305 | 0.0265 | 0.0199 | 0.0000 | 0.0000 |
| 1.9708 | 0.0265 | 0.0203 | 0.0000 | 0.0000 |
| 2.0110 | 0.0265 | 0.0208 | 0.0000 | 0.0000 |
| 2.0512 | 0.0265 | 0.0212 | 0.0000 | 0.0000 |
| 2.0914 | 0.0265 | 0.0217 | 0.0000 | 0.0000 |
| 2.1316 | 0.0265 | 0.0221 | 0.0000 | 0.0000 |
| 2.1719 | 0.0265 | 0.0225 | 0.0000 | 0.0000 |
| 2.2121 | 0.0265 | 0.0230 | 0.0000 | 0.0000 |
| 2.2523 | 0.0265 | 0.0234 | 0.0000 | 0.0000 |
| 2.2925 | 0.0265 | 0.0239 | 0.0000 | 0.0000 |
| 2.3327 | 0.0265 | 0.0243 | 0.0000 | 0.0000 |
| 2.3730 | 0.0265 | 0.0248 | 0.0000 | 0.0000 |
| 2.4132 | 0.0265 | 0.0252 | 0.0000 | 0.0000 |
| 2.4534 | 0.0265 | 0.0256 | 0.0000 | 0.0000 |
| 2.4936 | 0.0265 | 0.0261 | 0.0000 | 0.0000 |
| 2.5000 | 0.0265 | 0.0262 | 0.0000 | 0.0000 |

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | To Amended(cfs) | Infiltr(cfs) |
|-------------|-----------|----------------|----------------|-----------------|--------------|
| 2.5000      | 0.0265    | 0.0262         | 0.0000         | 0.1374          | 0.0000       |
| 2.5402      | 0.0269    | 0.0272         | 0.0000         | 0.1374          | 0.0000       |
| 2.5804      | 0.0273    | 0.0283         | 0.0000         | 0.1410          | 0.0000       |
| 2.6207      | 0.0277    | 0.0294         | 0.0000         | 0.1446          | 0.0000       |
| 2.6609      | 0.0281    | 0.0305         | 0.0000         | 0.1481          | 0.0000       |
| 2.7011      | 0.0285    | 0.0317         | 0.0000         | 0.1517          | 0.0000       |
| 2.7413      | 0.0288    | 0.0328         | 0.0009         | 0.1553          | 0.0000       |
| 2.7815      | 0.0292    | 0.0340         | 0.0012         | 0.1589          | 0.0000       |
| 2.8218      | 0.0296    | 0.0352         | 0.0018         | 0.1625          | 0.0000       |
| 2.8620      | 0.0300    | 0.0364         | 0.0024         | 0.1661          | 0.0000       |
| 2.9022      | 0.0304    | 0.0376         | 0.0032         | 0.1697          | 0.0000       |
| 2.9424      | 0.0308    | 0.0388         | 0.0042         | 0.1733          | 0.0000       |
| 2.9826      | 0.0313    | 0.0401         | 0.0054         | 0.1768          | 0.0000       |
| 3.0229      | 0.0317    | 0.0413         | 0.0067         | 0.1804          | 0.0000       |
| 3.0631      | 0.0321    | 0.0426         | 0.0082         | 0.1840          | 0.0000       |
| 3.1033      | 0.0325    | 0.0439         | 0.0099         | 0.1876          | 0.0000       |
| 3.1435      | 0.0329    | 0.0452         | 0.0119         | 0.1912          | 0.0000       |
| 3.1837      | 0.0333    | 0.0466         | 0.0130         | 0.1948          | 0.0000       |
| 3.2240      | 0.0338    | 0.0479         | 0.0134         | 0.1984          | 0.0000       |
| 3.2642      | 0.0342    | 0.0493         | 0.0161         | 0.2020          | 0.0000       |



|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| 3.3044 | 0.0346 | 0.0507 | 0.0184 | 0.2055 | 0.0000 |
| 3.3446 | 0.0350 | 0.0521 | 0.0204 | 0.2091 | 0.0000 |
| 3.3848 | 0.0355 | 0.0535 | 0.0220 | 0.2127 | 0.0000 |
| 3.4251 | 0.0359 | 0.0549 | 0.0222 | 0.2163 | 0.0000 |
| 3.4653 | 0.0363 | 0.0564 | 0.0239 | 0.2199 | 0.0000 |
| 3.5055 | 0.0368 | 0.0579 | 0.0254 | 0.2235 | 0.0000 |
| 3.5457 | 0.0372 | 0.0593 | 0.0269 | 0.2271 | 0.0000 |
| 3.5859 | 0.0377 | 0.0608 | 0.0283 | 0.2307 | 0.0000 |
| 3.6262 | 0.0381 | 0.0624 | 0.0296 | 0.2342 | 0.0000 |
| 3.6600 | 0.0385 | 0.0637 | 0.0309 | 0.2373 | 0.0000 |

## Surface retention 1

Element Flows To:

Outlet 1

Outlet 2

Vault 1

Bioretention 1

## Bioretention 2

Bottom Length: 175.00 ft.  
 Bottom Width: 6.66 ft.  
 Material thickness of first layer: 1.5  
 Material type for first layer: BAHM 5  
 Material thickness of second layer: 1  
 Material type for second layer: GRAVEL  
 Material thickness of third layer: 0  
 Material type for third layer: GRAVEL  
 Underdrain used  
 Underdrain Diameter (feet): 0.5  
 Orifice Diameter (in.): 2  
 Offset (in.): 0  
 Flow Through Underdrain (ac-ft.): 27.623  
 Total Outflow (ac-ft.): 27.965  
 Percent Through Underdrain: 98.78  
 Discharge Structure  
 Riser Height: 1 ft.  
 Riser Diameter: 24 in.  
 Element Flows To:  
 Outlet 1 Outlet 2  
 Vault 2

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.0268    | 0.0000         | 0.0000         | 0.0000      |
| 0.0402      | 0.0268    | 0.0004         | 0.0000         | 0.0000      |
| 0.0804      | 0.0268    | 0.0008         | 0.0000         | 0.0000      |
| 0.1207      | 0.0268    | 0.0012         | 0.0000         | 0.0000      |
| 0.1609      | 0.0268    | 0.0016         | 0.0000         | 0.0000      |
| 0.2011      | 0.0268    | 0.0020         | 0.0000         | 0.0000      |
| 0.2413      | 0.0268    | 0.0025         | 0.0000         | 0.0000      |
| 0.2815      | 0.0268    | 0.0029         | 0.0000         | 0.0000      |
| 0.3218      | 0.0268    | 0.0033         | 0.0000         | 0.0000      |
| 0.3620      | 0.0268    | 0.0037         | 0.0000         | 0.0000      |
| 0.4022      | 0.0268    | 0.0041         | 0.0000         | 0.0000      |
| 0.4424      | 0.0268    | 0.0045         | 0.0000         | 0.0000      |
| 0.4826      | 0.0268    | 0.0049         | 0.0000         | 0.0000      |
| 0.5229      | 0.0268    | 0.0053         | 0.0000         | 0.0000      |
| 0.5631      | 0.0268    | 0.0057         | 0.0000         | 0.0000      |
| 0.6033      | 0.0268    | 0.0061         | 0.0000         | 0.0000      |
| 0.6435      | 0.0268    | 0.0065         | 0.0000         | 0.0000      |
| 0.6837      | 0.0268    | 0.0070         | 0.0000         | 0.0000      |
| 0.7240      | 0.0268    | 0.0074         | 0.0000         | 0.0000      |
| 0.7642      | 0.0268    | 0.0078         | 0.0000         | 0.0000      |
| 0.8044      | 0.0268    | 0.0082         | 0.0000         | 0.0000      |
| 0.8446      | 0.0268    | 0.0086         | 0.0000         | 0.0000      |
| 0.8848      | 0.0268    | 0.0090         | 0.0000         | 0.0000      |
| 0.9251      | 0.0268    | 0.0094         | 0.0000         | 0.0000      |
| 0.9653      | 0.0268    | 0.0098         | 0.0000         | 0.0000      |
| 1.0055      | 0.0268    | 0.0102         | 0.0000         | 0.0000      |
| 1.0457      | 0.0268    | 0.0106         | 0.0000         | 0.0000      |
| 1.0859      | 0.0268    | 0.0110         | 0.0000         | 0.0000      |
| 1.1262      | 0.0268    | 0.0115         | 0.0000         | 0.0000      |
| 1.1664      | 0.0268    | 0.0119         | 0.0000         | 0.0000      |
| 1.2066      | 0.0268    | 0.0123         | 0.0000         | 0.0000      |

|        |        |        |        |        |
|--------|--------|--------|--------|--------|
| 1.2468 | 0.0268 | 0.0127 | 0.0000 | 0.0000 |
| 1.2870 | 0.0268 | 0.0131 | 0.0000 | 0.0000 |
| 1.3273 | 0.0268 | 0.0135 | 0.0000 | 0.0000 |
| 1.3675 | 0.0268 | 0.0139 | 0.0000 | 0.0000 |
| 1.4077 | 0.0268 | 0.0143 | 0.0000 | 0.0000 |
| 1.4479 | 0.0268 | 0.0147 | 0.0000 | 0.0000 |
| 1.4881 | 0.0268 | 0.0151 | 0.0000 | 0.0000 |
| 1.5284 | 0.0268 | 0.0156 | 0.0000 | 0.0000 |
| 1.5686 | 0.0268 | 0.0160 | 0.0000 | 0.0000 |
| 1.6088 | 0.0268 | 0.0165 | 0.0000 | 0.0000 |
| 1.6490 | 0.0268 | 0.0169 | 0.0000 | 0.0000 |
| 1.6892 | 0.0268 | 0.0174 | 0.0000 | 0.0000 |
| 1.7295 | 0.0268 | 0.0178 | 0.0000 | 0.0000 |
| 1.7697 | 0.0268 | 0.0183 | 0.0000 | 0.0000 |
| 1.8099 | 0.0268 | 0.0187 | 0.0000 | 0.0000 |
| 1.8501 | 0.0268 | 0.0191 | 0.0000 | 0.0000 |
| 1.8903 | 0.0268 | 0.0196 | 0.0000 | 0.0000 |
| 1.9305 | 0.0268 | 0.0200 | 0.0000 | 0.0000 |
| 1.9708 | 0.0268 | 0.0205 | 0.0000 | 0.0000 |
| 2.0110 | 0.0268 | 0.0209 | 0.0000 | 0.0000 |
| 2.0512 | 0.0268 | 0.0214 | 0.0000 | 0.0000 |
| 2.0914 | 0.0268 | 0.0218 | 0.0000 | 0.0000 |
| 2.1316 | 0.0268 | 0.0223 | 0.0000 | 0.0000 |
| 2.1719 | 0.0268 | 0.0227 | 0.0000 | 0.0000 |
| 2.2121 | 0.0268 | 0.0232 | 0.0000 | 0.0000 |
| 2.2523 | 0.0268 | 0.0236 | 0.0000 | 0.0000 |
| 2.2925 | 0.0268 | 0.0241 | 0.0000 | 0.0000 |
| 2.3327 | 0.0268 | 0.0245 | 0.0000 | 0.0000 |
| 2.3730 | 0.0268 | 0.0250 | 0.0000 | 0.0000 |
| 2.4132 | 0.0268 | 0.0254 | 0.0000 | 0.0000 |
| 2.4534 | 0.0268 | 0.0258 | 0.0000 | 0.0000 |
| 2.4936 | 0.0268 | 0.0263 | 0.0000 | 0.0000 |
| 2.5000 | 0.0268 | 0.0264 | 0.0000 | 0.0000 |

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | To Amended(cfs) | Infiltr(cfs) |
|-------------|-----------|----------------|----------------|-----------------|--------------|
| 2.5000      | 0.0268    | 0.0264         | 0.0000         | 0.1385          | 0.0000       |
| 2.5402      | 0.0278    | 0.0275         | 0.0000         | 0.1385          | 0.0000       |
| 2.5804      | 0.0288    | 0.0286         | 0.0000         | 0.1421          | 0.0000       |
| 2.6207      | 0.0298    | 0.0298         | 0.0000         | 0.1457          | 0.0000       |
| 2.6609      | 0.0308    | 0.0310         | 0.0000         | 0.1494          | 0.0000       |
| 2.7011      | 0.0318    | 0.0323         | 0.0000         | 0.1530          | 0.0000       |
| 2.7413      | 0.0328    | 0.0336         | 0.0009         | 0.1566          | 0.0000       |
| 2.7815      | 0.0339    | 0.0349         | 0.0013         | 0.1602          | 0.0000       |
| 2.8218      | 0.0349    | 0.0363         | 0.0018         | 0.1638          | 0.0000       |
| 2.8620      | 0.0359    | 0.0377         | 0.0024         | 0.1674          | 0.0000       |
| 2.9022      | 0.0370    | 0.0392         | 0.0033         | 0.1711          | 0.0000       |
| 2.9424      | 0.0380    | 0.0407         | 0.0042         | 0.1747          | 0.0000       |
| 2.9826      | 0.0390    | 0.0422         | 0.0054         | 0.1783          | 0.0000       |
| 3.0229      | 0.0401    | 0.0438         | 0.0068         | 0.1819          | 0.0000       |
| 3.0631      | 0.0411    | 0.0454         | 0.0083         | 0.1855          | 0.0000       |
| 3.1033      | 0.0422    | 0.0471         | 0.0101         | 0.1892          | 0.0000       |
| 3.1435      | 0.0432    | 0.0488         | 0.0120         | 0.1928          | 0.0000       |
| 3.1837      | 0.0443    | 0.0506         | 0.0142         | 0.1964          | 0.0000       |
| 3.2240      | 0.0453    | 0.0524         | 0.0166         | 0.2000          | 0.0000       |
| 3.2642      | 0.0464    | 0.0542         | 0.0177         | 0.2036          | 0.0000       |
| 3.3044      | 0.0474    | 0.0561         | 0.0222         | 0.2072          | 0.0000       |
| 3.3446      | 0.0485    | 0.0581         | 0.0237         | 0.2109          | 0.0000       |

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| 3.3848 | 0.0495 | 0.0600 | 0.0238 | 0.2145 | 0.0000 |
| 3.4251 | 0.0506 | 0.0620 | 0.0286 | 0.2181 | 0.0000 |
| 3.4653 | 0.0517 | 0.0641 | 0.0324 | 0.2217 | 0.0000 |
| 3.5055 | 0.0528 | 0.0662 | 0.0326 | 0.2253 | 0.0000 |
| 3.5457 | 0.0538 | 0.0683 | 0.0362 | 0.2289 | 0.0000 |
| 3.5859 | 0.0549 | 0.0705 | 0.0395 | 0.2326 | 0.0000 |
| 3.6262 | 0.0560 | 0.0728 | 0.0425 | 0.2362 | 0.0000 |
| 3.6600 | 0.0569 | 0.0747 | 0.0451 | 0.2392 | 0.0000 |

## Surface retention 2

Element Flows To:

Outlet 1

Outlet 2

Vault 2

Bioretention 2



### Bioretention 3

Bottom Length: 21.30 ft.  
 Bottom Width: 21.30 ft.  
 Material thickness of first layer: 1.5  
 Material type for first layer: BAHM 5  
 Material thickness of second layer: 1  
 Material type for second layer: GRAVEL  
 Material thickness of third layer: 0  
 Material type for third layer: GRAVEL  
 Underdrain used  
 Underdrain Diameter (feet): 0.5  
 Orifice Diameter (in.): 1  
 Offset (in.): 0  
 Flow Through Underdrain (ac-ft.): 10.506  
 Total Outflow (ac-ft.): 10.8  
 Percent Through Underdrain: 97.28  
 Discharge Structure  
 Riser Height: 1 ft.  
 Riser Diameter: 24 in.  
 Element Flows To:  
 Outlet 1                      Outlet 2  
 Vault 1

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.0104    | 0.0000         | 0.0000         | 0.0000      |
| 0.0402      | 0.0104    | 0.0002         | 0.0000         | 0.0000      |
| 0.0804      | 0.0104    | 0.0003         | 0.0000         | 0.0000      |
| 0.1207      | 0.0104    | 0.0005         | 0.0000         | 0.0000      |
| 0.1609      | 0.0104    | 0.0006         | 0.0000         | 0.0000      |
| 0.2011      | 0.0104    | 0.0008         | 0.0000         | 0.0000      |
| 0.2413      | 0.0104    | 0.0010         | 0.0000         | 0.0000      |
| 0.2815      | 0.0104    | 0.0011         | 0.0000         | 0.0000      |
| 0.3218      | 0.0104    | 0.0013         | 0.0000         | 0.0000      |
| 0.3620      | 0.0104    | 0.0014         | 0.0000         | 0.0000      |
| 0.4022      | 0.0104    | 0.0016         | 0.0000         | 0.0000      |
| 0.4424      | 0.0104    | 0.0018         | 0.0000         | 0.0000      |
| 0.4826      | 0.0104    | 0.0019         | 0.0000         | 0.0000      |
| 0.5229      | 0.0104    | 0.0021         | 0.0000         | 0.0000      |
| 0.5631      | 0.0104    | 0.0022         | 0.0000         | 0.0000      |
| 0.6033      | 0.0104    | 0.0024         | 0.0000         | 0.0000      |
| 0.6435      | 0.0104    | 0.0025         | 0.0000         | 0.0000      |
| 0.6837      | 0.0104    | 0.0027         | 0.0000         | 0.0000      |
| 0.7240      | 0.0104    | 0.0029         | 0.0000         | 0.0000      |
| 0.7642      | 0.0104    | 0.0030         | 0.0000         | 0.0000      |
| 0.8044      | 0.0104    | 0.0032         | 0.0000         | 0.0000      |
| 0.8446      | 0.0104    | 0.0033         | 0.0000         | 0.0000      |
| 0.8848      | 0.0104    | 0.0035         | 0.0000         | 0.0000      |
| 0.9251      | 0.0104    | 0.0037         | 0.0000         | 0.0000      |
| 0.9653      | 0.0104    | 0.0038         | 0.0000         | 0.0000      |
| 1.0055      | 0.0104    | 0.0040         | 0.0000         | 0.0000      |
| 1.0457      | 0.0104    | 0.0041         | 0.0000         | 0.0000      |
| 1.0859      | 0.0104    | 0.0043         | 0.0000         | 0.0000      |
| 1.1262      | 0.0104    | 0.0045         | 0.0000         | 0.0000      |
| 1.1664      | 0.0104    | 0.0046         | 0.0000         | 0.0000      |
| 1.2066      | 0.0104    | 0.0048         | 0.0000         | 0.0000      |

|        |        |        |        |        |
|--------|--------|--------|--------|--------|
| 1.2468 | 0.0104 | 0.0049 | 0.0000 | 0.0000 |
| 1.2870 | 0.0104 | 0.0051 | 0.0000 | 0.0000 |
| 1.3273 | 0.0104 | 0.0053 | 0.0000 | 0.0000 |
| 1.3675 | 0.0104 | 0.0054 | 0.0000 | 0.0000 |
| 1.4077 | 0.0104 | 0.0056 | 0.0000 | 0.0000 |
| 1.4479 | 0.0104 | 0.0057 | 0.0000 | 0.0000 |
| 1.4881 | 0.0104 | 0.0059 | 0.0000 | 0.0000 |
| 1.5284 | 0.0104 | 0.0061 | 0.0000 | 0.0000 |
| 1.5686 | 0.0104 | 0.0062 | 0.0000 | 0.0000 |
| 1.6088 | 0.0104 | 0.0064 | 0.0000 | 0.0000 |
| 1.6490 | 0.0104 | 0.0066 | 0.0000 | 0.0000 |
| 1.6892 | 0.0104 | 0.0068 | 0.0000 | 0.0000 |
| 1.7295 | 0.0104 | 0.0069 | 0.0000 | 0.0000 |
| 1.7697 | 0.0104 | 0.0071 | 0.0000 | 0.0000 |
| 1.8099 | 0.0104 | 0.0073 | 0.0000 | 0.0000 |
| 1.8501 | 0.0104 | 0.0075 | 0.0000 | 0.0000 |
| 1.8903 | 0.0104 | 0.0076 | 0.0000 | 0.0000 |
| 1.9305 | 0.0104 | 0.0078 | 0.0000 | 0.0000 |
| 1.9708 | 0.0104 | 0.0080 | 0.0000 | 0.0000 |
| 2.0110 | 0.0104 | 0.0081 | 0.0000 | 0.0000 |
| 2.0512 | 0.0104 | 0.0083 | 0.0000 | 0.0000 |
| 2.0914 | 0.0104 | 0.0085 | 0.0000 | 0.0000 |
| 2.1316 | 0.0104 | 0.0087 | 0.0000 | 0.0000 |
| 2.1719 | 0.0104 | 0.0088 | 0.0000 | 0.0000 |
| 2.2121 | 0.0104 | 0.0090 | 0.0000 | 0.0000 |
| 2.2523 | 0.0104 | 0.0092 | 0.0000 | 0.0000 |
| 2.2925 | 0.0104 | 0.0094 | 0.0000 | 0.0000 |
| 2.3327 | 0.0104 | 0.0095 | 0.0000 | 0.0000 |
| 2.3730 | 0.0104 | 0.0097 | 0.0000 | 0.0000 |
| 2.4132 | 0.0104 | 0.0099 | 0.0000 | 0.0000 |
| 2.4534 | 0.0104 | 0.0101 | 0.0000 | 0.0000 |
| 2.4936 | 0.0104 | 0.0102 | 0.0000 | 0.0000 |
| 2.5000 | 0.0104 | 0.0103 | 0.0000 | 0.0000 |

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | To Amended(cfs) | Infiltr(cfs) |
|-------------|-----------|----------------|----------------|-----------------|--------------|
| 2.5000      | 0.0104    | 0.0103         | 0.0000         | 0.0539          | 0.0000       |
| 2.5402      | 0.0107    | 0.0107         | 0.0000         | 0.0539          | 0.0000       |
| 2.5804      | 0.0109    | 0.0111         | 0.0000         | 0.0553          | 0.0000       |
| 2.6207      | 0.0111    | 0.0116         | 0.0000         | 0.0567          | 0.0000       |
| 2.6609      | 0.0114    | 0.0120         | 0.0000         | 0.0581          | 0.0000       |
| 2.7011      | 0.0116    | 0.0125         | 0.0000         | 0.0596          | 0.0000       |
| 2.7413      | 0.0119    | 0.0130         | 0.0003         | 0.0610          | 0.0000       |
| 2.7815      | 0.0121    | 0.0134         | 0.0005         | 0.0624          | 0.0000       |
| 2.8218      | 0.0124    | 0.0139         | 0.0007         | 0.0638          | 0.0000       |
| 2.8620      | 0.0126    | 0.0144         | 0.0009         | 0.0652          | 0.0000       |
| 2.9022      | 0.0129    | 0.0149         | 0.0013         | 0.0666          | 0.0000       |
| 2.9424      | 0.0132    | 0.0155         | 0.0016         | 0.0680          | 0.0000       |
| 2.9826      | 0.0134    | 0.0160         | 0.0021         | 0.0694          | 0.0000       |
| 3.0229      | 0.0137    | 0.0166         | 0.0026         | 0.0708          | 0.0000       |
| 3.0631      | 0.0140    | 0.0171         | 0.0032         | 0.0722          | 0.0000       |
| 3.1033      | 0.0143    | 0.0177         | 0.0039         | 0.0736          | 0.0000       |
| 3.1435      | 0.0145    | 0.0183         | 0.0044         | 0.0750          | 0.0000       |
| 3.1837      | 0.0148    | 0.0188         | 0.0055         | 0.0764          | 0.0000       |
| 3.2240      | 0.0151    | 0.0194         | 0.0059         | 0.0779          | 0.0000       |
| 3.2642      | 0.0154    | 0.0201         | 0.0070         | 0.0793          | 0.0000       |
| 3.3044      | 0.0157    | 0.0207         | 0.0071         | 0.0807          | 0.0000       |
| 3.3446      | 0.0160    | 0.0213         | 0.0082         | 0.0821          | 0.0000       |



|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| 3.3848 | 0.0163 | 0.0220 | 0.0091 | 0.0835 | 0.0000 |
| 3.4251 | 0.0166 | 0.0226 | 0.0099 | 0.0849 | 0.0000 |
| 3.4653 | 0.0168 | 0.0233 | 0.0105 | 0.0863 | 0.0000 |
| 3.5055 | 0.0172 | 0.0240 | 0.0106 | 0.0877 | 0.0000 |
| 3.5457 | 0.0175 | 0.0247 | 0.0113 | 0.0891 | 0.0000 |
| 3.5859 | 0.0178 | 0.0254 | 0.0120 | 0.0905 | 0.0000 |
| 3.6262 | 0.0181 | 0.0261 | 0.0126 | 0.0919 | 0.0000 |
| 3.6600 | 0.0183 | 0.0267 | 0.0132 | 0.0931 | 0.0000 |

### Surface retention 3

Element Flows To:

Outlet 1

Outlet 2

Vault 1

Bioretention 3

## Bioretention 4

Bottom Length: 44.60 ft.  
 Bottom Width: 44.60 ft.  
 Material thickness of first layer: 1.5  
 Material type for first layer: BAHM 5  
 Material thickness of second layer: 1  
 Material type for second layer: GRAVEL  
 Material thickness of third layer: 0  
 Material type for third layer: GRAVEL  
 Underdrain used  
 Underdrain Diameter (feet): 0.5  
 Orifice Diameter (in.): 2  
 Offset (in.): 0  
 Flow Through Underdrain (ac-ft.): 45.07  
 Total Outflow (ac-ft.): 46.219  
 Percent Through Underdrain: 97.51  
 Discharge Structure  
 Riser Height: 1 ft.  
 Riser Diameter: 24 in.  
 Element Flows To:  
 Outlet 1                      Outlet 2  
 Vault 1

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.0457    | 0.0000         | 0.0000         | 0.0000      |
| 0.0402      | 0.0457    | 0.0007         | 0.0000         | 0.0000      |
| 0.0804      | 0.0457    | 0.0014         | 0.0000         | 0.0000      |
| 0.1207      | 0.0457    | 0.0021         | 0.0000         | 0.0000      |
| 0.1609      | 0.0457    | 0.0028         | 0.0000         | 0.0000      |
| 0.2011      | 0.0457    | 0.0035         | 0.0000         | 0.0000      |
| 0.2413      | 0.0457    | 0.0042         | 0.0000         | 0.0000      |
| 0.2815      | 0.0457    | 0.0049         | 0.0000         | 0.0000      |
| 0.3218      | 0.0457    | 0.0056         | 0.0000         | 0.0000      |
| 0.3620      | 0.0457    | 0.0063         | 0.0000         | 0.0000      |
| 0.4022      | 0.0457    | 0.0070         | 0.0000         | 0.0000      |
| 0.4424      | 0.0457    | 0.0077         | 0.0000         | 0.0000      |
| 0.4826      | 0.0457    | 0.0084         | 0.0000         | 0.0000      |
| 0.5229      | 0.0457    | 0.0091         | 0.0000         | 0.0000      |
| 0.5631      | 0.0457    | 0.0098         | 0.0000         | 0.0000      |
| 0.6033      | 0.0457    | 0.0105         | 0.0000         | 0.0000      |
| 0.6435      | 0.0457    | 0.0112         | 0.0000         | 0.0000      |
| 0.6837      | 0.0457    | 0.0119         | 0.0000         | 0.0000      |
| 0.7240      | 0.0457    | 0.0126         | 0.0000         | 0.0000      |
| 0.7642      | 0.0457    | 0.0133         | 0.0000         | 0.0000      |
| 0.8044      | 0.0457    | 0.0140         | 0.0000         | 0.0000      |
| 0.8446      | 0.0457    | 0.0147         | 0.0000         | 0.0000      |
| 0.8848      | 0.0457    | 0.0154         | 0.0000         | 0.0000      |
| 0.9251      | 0.0457    | 0.0161         | 0.0000         | 0.0000      |
| 0.9653      | 0.0457    | 0.0168         | 0.0000         | 0.0000      |
| 1.0055      | 0.0457    | 0.0174         | 0.0000         | 0.0000      |
| 1.0457      | 0.0457    | 0.0181         | 0.0000         | 0.0000      |
| 1.0859      | 0.0457    | 0.0188         | 0.0000         | 0.0000      |
| 1.1262      | 0.0457    | 0.0195         | 0.0000         | 0.0000      |
| 1.1664      | 0.0457    | 0.0202         | 0.0000         | 0.0000      |
| 1.2066      | 0.0457    | 0.0209         | 0.0000         | 0.0000      |

|        |        |        |        |        |
|--------|--------|--------|--------|--------|
| 1.2468 | 0.0457 | 0.0216 | 0.0000 | 0.0000 |
| 1.2870 | 0.0457 | 0.0223 | 0.0000 | 0.0000 |
| 1.3273 | 0.0457 | 0.0230 | 0.0000 | 0.0000 |
| 1.3675 | 0.0457 | 0.0237 | 0.0000 | 0.0000 |
| 1.4077 | 0.0457 | 0.0244 | 0.0000 | 0.0000 |
| 1.4479 | 0.0457 | 0.0251 | 0.0000 | 0.0000 |
| 1.4881 | 0.0457 | 0.0258 | 0.0000 | 0.0000 |
| 1.5284 | 0.0457 | 0.0266 | 0.0000 | 0.0000 |
| 1.5686 | 0.0457 | 0.0273 | 0.0000 | 0.0000 |
| 1.6088 | 0.0457 | 0.0281 | 0.0000 | 0.0000 |
| 1.6490 | 0.0457 | 0.0289 | 0.0000 | 0.0000 |
| 1.6892 | 0.0457 | 0.0296 | 0.0000 | 0.0000 |
| 1.7295 | 0.0457 | 0.0304 | 0.0000 | 0.0000 |
| 1.7697 | 0.0457 | 0.0312 | 0.0000 | 0.0000 |
| 1.8099 | 0.0457 | 0.0319 | 0.0000 | 0.0000 |
| 1.8501 | 0.0457 | 0.0327 | 0.0000 | 0.0000 |
| 1.8903 | 0.0457 | 0.0334 | 0.0000 | 0.0000 |
| 1.9305 | 0.0457 | 0.0342 | 0.0000 | 0.0000 |
| 1.9708 | 0.0457 | 0.0350 | 0.0000 | 0.0000 |
| 2.0110 | 0.0457 | 0.0357 | 0.0000 | 0.0000 |
| 2.0512 | 0.0457 | 0.0365 | 0.0000 | 0.0000 |
| 2.0914 | 0.0457 | 0.0373 | 0.0000 | 0.0000 |
| 2.1316 | 0.0457 | 0.0380 | 0.0000 | 0.0000 |
| 2.1719 | 0.0457 | 0.0388 | 0.0000 | 0.0000 |
| 2.2121 | 0.0457 | 0.0395 | 0.0000 | 0.0000 |
| 2.2523 | 0.0457 | 0.0403 | 0.0000 | 0.0000 |
| 2.2925 | 0.0457 | 0.0411 | 0.0000 | 0.0000 |
| 2.3327 | 0.0457 | 0.0418 | 0.0000 | 0.0000 |
| 2.3730 | 0.0457 | 0.0426 | 0.0000 | 0.0000 |
| 2.4132 | 0.0457 | 0.0434 | 0.0000 | 0.0000 |
| 2.4534 | 0.0457 | 0.0441 | 0.0000 | 0.0000 |
| 2.4936 | 0.0457 | 0.0449 | 0.0000 | 0.0000 |
| 2.5000 | 0.0457 | 0.0450 | 0.0000 | 0.0000 |

Bioretention Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | To Amended(cfs) | Infiltr(cfs) |
|-------------|-----------|----------------|----------------|-----------------|--------------|
| 2.5000      | 0.0457    | 0.0450         | 0.0000         | 0.2364          | 0.0000       |
| 2.5402      | 0.0462    | 0.0468         | 0.0000         | 0.2364          | 0.0000       |
| 2.5804      | 0.0467    | 0.0487         | 0.0000         | 0.2426          | 0.0000       |
| 2.6207      | 0.0472    | 0.0506         | 0.0000         | 0.2487          | 0.0000       |
| 2.6609      | 0.0477    | 0.0525         | 0.0000         | 0.2549          | 0.0000       |
| 2.7011      | 0.0482    | 0.0544         | 0.0000         | 0.2611          | 0.0000       |
| 2.7413      | 0.0487    | 0.0564         | 0.0015         | 0.2673          | 0.0000       |
| 2.7815      | 0.0492    | 0.0583         | 0.0021         | 0.2734          | 0.0000       |
| 2.8218      | 0.0497    | 0.0603         | 0.0030         | 0.2796          | 0.0000       |
| 2.8620      | 0.0502    | 0.0623         | 0.0042         | 0.2858          | 0.0000       |
| 2.9022      | 0.0507    | 0.0644         | 0.0056         | 0.2920          | 0.0000       |
| 2.9424      | 0.0513    | 0.0664         | 0.0072         | 0.2981          | 0.0000       |
| 2.9826      | 0.0518    | 0.0685         | 0.0092         | 0.3043          | 0.0000       |
| 3.0229      | 0.0523    | 0.0706         | 0.0115         | 0.3105          | 0.0000       |
| 3.0631      | 0.0528    | 0.0727         | 0.0142         | 0.3167          | 0.0000       |
| 3.1033      | 0.0534    | 0.0748         | 0.0172         | 0.3228          | 0.0000       |
| 3.1435      | 0.0539    | 0.0770         | 0.0177         | 0.3290          | 0.0000       |
| 3.1837      | 0.0545    | 0.0792         | 0.0238         | 0.3352          | 0.0000       |
| 3.2240      | 0.0550    | 0.0814         | 0.0263         | 0.3413          | 0.0000       |
| 3.2642      | 0.0555    | 0.0836         | 0.0284         | 0.3475          | 0.0000       |
| 3.3044      | 0.0561    | 0.0858         | 0.0286         | 0.3537          | 0.0000       |
| 3.3446      | 0.0566    | 0.0881         | 0.0326         | 0.3599          | 0.0000       |

|        |        |        |        |        |        |
|--------|--------|--------|--------|--------|--------|
| 3.3848 | 0.0572 | 0.0904 | 0.0362 | 0.3660 | 0.0000 |
| 3.4251 | 0.0577 | 0.0927 | 0.0395 | 0.3722 | 0.0000 |
| 3.4653 | 0.0583 | 0.0950 | 0.0425 | 0.3784 | 0.0000 |
| 3.5055 | 0.0589 | 0.0974 | 0.0452 | 0.3846 | 0.0000 |
| 3.5457 | 0.0594 | 0.0998 | 0.0479 | 0.3907 | 0.0000 |
| 3.5859 | 0.0600 | 0.1022 | 0.0503 | 0.3969 | 0.0000 |
| 3.6262 | 0.0605 | 0.1046 | 0.0527 | 0.4031 | 0.0000 |
| 3.6600 | 0.0610 | 0.1067 | 0.0549 | 0.4083 | 0.0000 |

## Surface retention 4

Element Flows To:

Outlet 1

Outlet 2

Vault 1

Bioretention 4

## Area 6A - Pervious Pavers

Pavement Area: 0.0148 acre. Pavement Length: 32.20 ft.  
 Pavement Width: 20.00 ft.  
 Pavement slope 1:0 To 1  
 Pavement thickness: 0.26  
 Pour Space of Pavement: 0.5  
 Material thickness of second layer: 0.333  
 Pour Space of material for second layer: 0.5  
 Material thickness of third layer: 0.5  
 Pour Space of material for third layer: 0.5  
 Infiltration On  
 Infiltration rate: 0.1  
 Infiltration safety factor: 0.5  
 Total Volume Infiltrated (ac-ft.): 0.591  
 Total Volume Through Riser (ac-ft.): 0  
 Total Volume Through Facility (ac-ft.): 0.591  
 Percent Infiltrated: 100  
 Total Precip Applied to Facility: 0  
 Total Evap From Facility: 0.035  
 Element Flows To:  
 Outlet 1                      Outlet 2  
 Vault 2

Permeable Pavement Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0121      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0242      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0363      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0484      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0606      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0727      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0848      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.0969      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.1090      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.1211      | 0.014     | 0.000          | 0.000          | 0.000       |
| 0.1332      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.1453      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.1574      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.1696      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.1817      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.1938      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2059      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2180      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2301      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2422      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2543      | 0.014     | 0.001          | 0.000          | 0.000       |
| 0.2664      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.2786      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.2907      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3028      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3149      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3270      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3391      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3512      | 0.014     | 0.002          | 0.000          | 0.000       |
| 0.3633      | 0.014     | 0.002          | 0.000          | 0.000       |



|        |       |       |       |       |
|--------|-------|-------|-------|-------|
| 0.3754 | 0.014 | 0.002 | 0.000 | 0.000 |
| 0.3876 | 0.014 | 0.002 | 0.000 | 0.000 |
| 0.3997 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4118 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4239 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4360 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4481 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4602 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4723 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4844 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.4966 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.5087 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.5208 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.5329 | 0.014 | 0.003 | 0.000 | 0.000 |
| 0.5450 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.5571 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.5692 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.5813 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.5934 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6056 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6177 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6298 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6419 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6540 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6661 | 0.014 | 0.004 | 0.000 | 0.000 |
| 0.6782 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.6903 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7024 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7146 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7267 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7388 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7509 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7630 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7751 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7872 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.7993 | 0.014 | 0.005 | 0.000 | 0.000 |
| 0.8114 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8236 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8357 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8478 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8599 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8720 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8841 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.8962 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.9083 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.9204 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.9326 | 0.014 | 0.006 | 0.000 | 0.000 |
| 0.9447 | 0.014 | 0.007 | 0.000 | 0.000 |
| 0.9568 | 0.014 | 0.007 | 0.000 | 0.000 |
| 0.9689 | 0.014 | 0.007 | 0.000 | 0.000 |
| 0.9810 | 0.014 | 0.007 | 0.000 | 0.000 |
| 0.9931 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0052 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0173 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0294 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0416 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0537 | 0.014 | 0.007 | 0.000 | 0.000 |
| 1.0658 | 0.014 | 0.007 | 0.000 | 0.000 |



|        |       |       |       |       |
|--------|-------|-------|-------|-------|
| 1.0779 | 0.014 | 0.008 | 0.000 | 0.000 |
| 1.0900 | 0.014 | 0.008 | 0.000 | 0.000 |

## Vault 1

Width: 54 ft.  
 Length: 104 ft.  
 Depth: 4 ft.  
 Discharge Structure  
 Riser Height: 3.5 ft.  
 Riser Diameter: 18 in.  
 Notch Type: Rectangular  
 Notch Width: 1.500 ft.  
 Notch Height: 0.120 ft.  
 Orifice 1 Diameter: 0.65 in. Elevation: 0 ft.  
 Element Flows To:  
 Outlet 1                      Outlet 2

Vault Hydraulic Table

| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.128     | 0.000          | 0.000          | 0.000       |
| 0.0444      | 0.128     | 0.005          | 0.002          | 0.000       |
| 0.0889      | 0.128     | 0.011          | 0.003          | 0.000       |
| 0.1333      | 0.128     | 0.017          | 0.004          | 0.000       |
| 0.1778      | 0.128     | 0.022          | 0.004          | 0.000       |
| 0.2222      | 0.128     | 0.028          | 0.005          | 0.000       |
| 0.2667      | 0.128     | 0.034          | 0.005          | 0.000       |
| 0.3111      | 0.128     | 0.040          | 0.006          | 0.000       |
| 0.3556      | 0.128     | 0.045          | 0.006          | 0.000       |
| 0.4000      | 0.128     | 0.051          | 0.007          | 0.000       |
| 0.4444      | 0.128     | 0.057          | 0.007          | 0.000       |
| 0.4889      | 0.128     | 0.063          | 0.008          | 0.000       |
| 0.5333      | 0.128     | 0.068          | 0.008          | 0.000       |
| 0.5778      | 0.128     | 0.074          | 0.008          | 0.000       |
| 0.6222      | 0.128     | 0.080          | 0.009          | 0.000       |
| 0.6667      | 0.128     | 0.086          | 0.009          | 0.000       |
| 0.7111      | 0.128     | 0.091          | 0.009          | 0.000       |
| 0.7556      | 0.128     | 0.097          | 0.010          | 0.000       |
| 0.8000      | 0.128     | 0.103          | 0.010          | 0.000       |
| 0.8444      | 0.128     | 0.108          | 0.010          | 0.000       |
| 0.8889      | 0.128     | 0.114          | 0.010          | 0.000       |
| 0.9333      | 0.128     | 0.120          | 0.011          | 0.000       |
| 0.9778      | 0.128     | 0.126          | 0.011          | 0.000       |
| 1.0222      | 0.128     | 0.131          | 0.011          | 0.000       |
| 1.0667      | 0.128     | 0.137          | 0.011          | 0.000       |
| 1.1111      | 0.128     | 0.143          | 0.012          | 0.000       |
| 1.1556      | 0.128     | 0.149          | 0.012          | 0.000       |
| 1.2000      | 0.128     | 0.154          | 0.012          | 0.000       |
| 1.2444      | 0.128     | 0.160          | 0.012          | 0.000       |
| 1.2889      | 0.128     | 0.166          | 0.013          | 0.000       |
| 1.3333      | 0.128     | 0.171          | 0.013          | 0.000       |
| 1.3778      | 0.128     | 0.177          | 0.013          | 0.000       |
| 1.4222      | 0.128     | 0.183          | 0.013          | 0.000       |
| 1.4667      | 0.128     | 0.189          | 0.013          | 0.000       |
| 1.5111      | 0.128     | 0.194          | 0.014          | 0.000       |
| 1.5556      | 0.128     | 0.200          | 0.014          | 0.000       |
| 1.6000      | 0.128     | 0.206          | 0.014          | 0.000       |
| 1.6444      | 0.128     | 0.212          | 0.014          | 0.000       |
| 1.6889      | 0.128     | 0.217          | 0.014          | 0.000       |

|        |       |       |       |       |
|--------|-------|-------|-------|-------|
| 1.7333 | 0.128 | 0.223 | 0.015 | 0.000 |
| 1.7778 | 0.128 | 0.229 | 0.015 | 0.000 |
| 1.8222 | 0.128 | 0.234 | 0.015 | 0.000 |
| 1.8667 | 0.128 | 0.240 | 0.015 | 0.000 |
| 1.9111 | 0.128 | 0.246 | 0.015 | 0.000 |
| 1.9556 | 0.128 | 0.252 | 0.016 | 0.000 |
| 2.0000 | 0.128 | 0.257 | 0.016 | 0.000 |
| 2.0444 | 0.128 | 0.263 | 0.016 | 0.000 |
| 2.0889 | 0.128 | 0.269 | 0.016 | 0.000 |
| 2.1333 | 0.128 | 0.275 | 0.016 | 0.000 |
| 2.1778 | 0.128 | 0.280 | 0.016 | 0.000 |
| 2.2222 | 0.128 | 0.286 | 0.017 | 0.000 |
| 2.2667 | 0.128 | 0.292 | 0.017 | 0.000 |
| 2.3111 | 0.128 | 0.298 | 0.017 | 0.000 |
| 2.3556 | 0.128 | 0.303 | 0.017 | 0.000 |
| 2.4000 | 0.128 | 0.309 | 0.017 | 0.000 |
| 2.4444 | 0.128 | 0.315 | 0.017 | 0.000 |
| 2.4889 | 0.128 | 0.320 | 0.018 | 0.000 |
| 2.5333 | 0.128 | 0.326 | 0.018 | 0.000 |
| 2.5778 | 0.128 | 0.332 | 0.018 | 0.000 |
| 2.6222 | 0.128 | 0.338 | 0.018 | 0.000 |
| 2.6667 | 0.128 | 0.343 | 0.018 | 0.000 |
| 2.7111 | 0.128 | 0.349 | 0.018 | 0.000 |
| 2.7556 | 0.128 | 0.355 | 0.019 | 0.000 |
| 2.8000 | 0.128 | 0.361 | 0.019 | 0.000 |
| 2.8444 | 0.128 | 0.366 | 0.019 | 0.000 |
| 2.8889 | 0.128 | 0.372 | 0.019 | 0.000 |
| 2.9333 | 0.128 | 0.378 | 0.019 | 0.000 |
| 2.9778 | 0.128 | 0.383 | 0.019 | 0.000 |
| 3.0222 | 0.128 | 0.389 | 0.019 | 0.000 |
| 3.0667 | 0.128 | 0.395 | 0.020 | 0.000 |
| 3.1111 | 0.128 | 0.401 | 0.020 | 0.000 |
| 3.1556 | 0.128 | 0.406 | 0.020 | 0.000 |
| 3.2000 | 0.128 | 0.412 | 0.020 | 0.000 |
| 3.2444 | 0.128 | 0.418 | 0.020 | 0.000 |
| 3.2889 | 0.128 | 0.424 | 0.020 | 0.000 |
| 3.3333 | 0.128 | 0.429 | 0.020 | 0.000 |
| 3.3778 | 0.128 | 0.435 | 0.021 | 0.000 |
| 3.4222 | 0.128 | 0.441 | 0.064 | 0.000 |
| 3.4667 | 0.128 | 0.446 | 0.148 | 0.000 |
| 3.5111 | 0.128 | 0.452 | 0.247 | 0.000 |
| 3.5556 | 0.128 | 0.458 | 0.437 | 0.000 |
| 3.6000 | 0.128 | 0.464 | 0.731 | 0.000 |
| 3.6444 | 0.128 | 0.469 | 1.098 | 0.000 |
| 3.6889 | 0.128 | 0.475 | 1.521 | 0.000 |
| 3.7333 | 0.128 | 0.481 | 1.986 | 0.000 |
| 3.7778 | 0.128 | 0.487 | 2.478 | 0.000 |
| 3.8222 | 0.128 | 0.492 | 2.985 | 0.000 |
| 3.8667 | 0.128 | 0.498 | 3.491 | 0.000 |
| 3.9111 | 0.128 | 0.504 | 3.983 | 0.000 |
| 3.9556 | 0.128 | 0.510 | 4.446 | 0.000 |
| 4.0000 | 0.128 | 0.515 | 4.869 | 0.000 |
| 4.0444 | 0.128 | 0.521 | 5.243 | 0.000 |
| 4.0889 | 0.000 | 0.000 | 5.561 | 0.000 |

## Vault 2

Width: 20 ft.  
 Length: 98 ft.  
 Depth: 4 ft.  
 Discharge Structure  
 Riser Height: 3.5 ft.  
 Riser Diameter: 18 in.  
 Notch Type: Rectangular  
 Notch Width: 0.583 ft.  
 Notch Height: 0.083 ft.  
 Orifice 1 Diameter: 0.375 in. Elevation: 0 ft.  
 Element Flows To:  
 Outlet 1                      Outlet 2

Vault Hydraulic Table

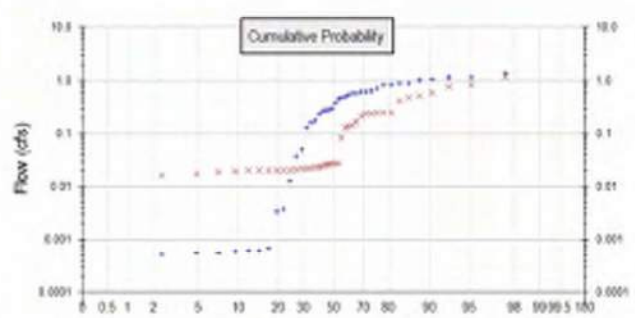
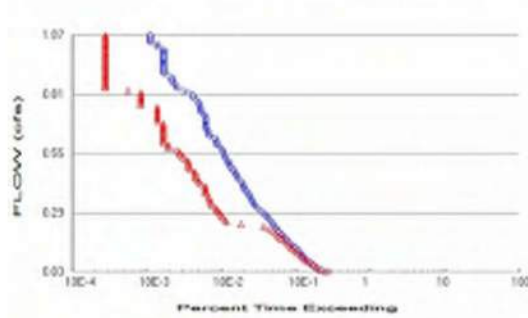
| Stage(feet) | Area(ac.) | Volume(ac-ft.) | Discharge(cfs) | Infilt(cfs) |
|-------------|-----------|----------------|----------------|-------------|
| 0.0000      | 0.045     | 0.000          | 0.000          | 0.000       |
| 0.0444      | 0.045     | 0.002          | 0.000          | 0.000       |
| 0.0889      | 0.045     | 0.004          | 0.001          | 0.000       |
| 0.1333      | 0.045     | 0.006          | 0.001          | 0.000       |
| 0.1778      | 0.045     | 0.008          | 0.001          | 0.000       |
| 0.2222      | 0.045     | 0.010          | 0.001          | 0.000       |
| 0.2667      | 0.045     | 0.012          | 0.002          | 0.000       |
| 0.3111      | 0.045     | 0.014          | 0.002          | 0.000       |
| 0.3556      | 0.045     | 0.016          | 0.002          | 0.000       |
| 0.4000      | 0.045     | 0.018          | 0.002          | 0.000       |
| 0.4444      | 0.045     | 0.020          | 0.002          | 0.000       |
| 0.4889      | 0.045     | 0.022          | 0.002          | 0.000       |
| 0.5333      | 0.045     | 0.024          | 0.002          | 0.000       |
| 0.5778      | 0.045     | 0.026          | 0.002          | 0.000       |
| 0.6222      | 0.045     | 0.028          | 0.003          | 0.000       |
| 0.6667      | 0.045     | 0.030          | 0.003          | 0.000       |
| 0.7111      | 0.045     | 0.032          | 0.003          | 0.000       |
| 0.7556      | 0.045     | 0.034          | 0.003          | 0.000       |
| 0.8000      | 0.045     | 0.036          | 0.003          | 0.000       |
| 0.8444      | 0.045     | 0.038          | 0.003          | 0.000       |
| 0.8889      | 0.045     | 0.040          | 0.003          | 0.000       |
| 0.9333      | 0.045     | 0.042          | 0.003          | 0.000       |
| 0.9778      | 0.045     | 0.044          | 0.003          | 0.000       |
| 1.0222      | 0.045     | 0.046          | 0.003          | 0.000       |
| 1.0667      | 0.045     | 0.048          | 0.003          | 0.000       |
| 1.1111      | 0.045     | 0.050          | 0.004          | 0.000       |
| 1.1556      | 0.045     | 0.052          | 0.004          | 0.000       |
| 1.2000      | 0.045     | 0.054          | 0.004          | 0.000       |
| 1.2444      | 0.045     | 0.056          | 0.004          | 0.000       |
| 1.2889      | 0.045     | 0.058          | 0.004          | 0.000       |
| 1.3333      | 0.045     | 0.060          | 0.004          | 0.000       |
| 1.3778      | 0.045     | 0.062          | 0.004          | 0.000       |
| 1.4222      | 0.045     | 0.064          | 0.004          | 0.000       |
| 1.4667      | 0.045     | 0.066          | 0.004          | 0.000       |
| 1.5111      | 0.045     | 0.068          | 0.004          | 0.000       |
| 1.5556      | 0.045     | 0.070          | 0.004          | 0.000       |
| 1.6000      | 0.045     | 0.072          | 0.004          | 0.000       |
| 1.6444      | 0.045     | 0.074          | 0.004          | 0.000       |
| 1.6889      | 0.045     | 0.076          | 0.005          | 0.000       |

|        |       |       |       |       |
|--------|-------|-------|-------|-------|
| 1.7333 | 0.045 | 0.078 | 0.005 | 0.000 |
| 1.7778 | 0.045 | 0.080 | 0.005 | 0.000 |
| 1.8222 | 0.045 | 0.082 | 0.005 | 0.000 |
| 1.8667 | 0.045 | 0.084 | 0.005 | 0.000 |
| 1.9111 | 0.045 | 0.086 | 0.005 | 0.000 |
| 1.9556 | 0.045 | 0.088 | 0.005 | 0.000 |
| 2.0000 | 0.045 | 0.090 | 0.005 | 0.000 |
| 2.0444 | 0.045 | 0.092 | 0.005 | 0.000 |
| 2.0889 | 0.045 | 0.094 | 0.005 | 0.000 |
| 2.1333 | 0.045 | 0.096 | 0.005 | 0.000 |
| 2.1778 | 0.045 | 0.098 | 0.005 | 0.000 |
| 2.2222 | 0.045 | 0.100 | 0.005 | 0.000 |
| 2.2667 | 0.045 | 0.102 | 0.005 | 0.000 |
| 2.3111 | 0.045 | 0.104 | 0.005 | 0.000 |
| 2.3556 | 0.045 | 0.106 | 0.005 | 0.000 |
| 2.4000 | 0.045 | 0.108 | 0.005 | 0.000 |
| 2.4444 | 0.045 | 0.110 | 0.006 | 0.000 |
| 2.4889 | 0.045 | 0.112 | 0.006 | 0.000 |
| 2.5333 | 0.045 | 0.114 | 0.006 | 0.000 |
| 2.5778 | 0.045 | 0.116 | 0.006 | 0.000 |
| 2.6222 | 0.045 | 0.118 | 0.006 | 0.000 |
| 2.6667 | 0.045 | 0.120 | 0.006 | 0.000 |
| 2.7111 | 0.045 | 0.122 | 0.006 | 0.000 |
| 2.7556 | 0.045 | 0.124 | 0.006 | 0.000 |
| 2.8000 | 0.045 | 0.126 | 0.006 | 0.000 |
| 2.8444 | 0.045 | 0.128 | 0.006 | 0.000 |
| 2.8889 | 0.045 | 0.130 | 0.006 | 0.000 |
| 2.9333 | 0.045 | 0.132 | 0.006 | 0.000 |
| 2.9778 | 0.045 | 0.134 | 0.006 | 0.000 |
| 3.0222 | 0.045 | 0.136 | 0.006 | 0.000 |
| 3.0667 | 0.045 | 0.138 | 0.006 | 0.000 |
| 3.1111 | 0.045 | 0.140 | 0.006 | 0.000 |
| 3.1556 | 0.045 | 0.142 | 0.006 | 0.000 |
| 3.2000 | 0.045 | 0.144 | 0.006 | 0.000 |
| 3.2444 | 0.045 | 0.146 | 0.006 | 0.000 |
| 3.2889 | 0.045 | 0.148 | 0.006 | 0.000 |
| 3.3333 | 0.045 | 0.150 | 0.007 | 0.000 |
| 3.3778 | 0.045 | 0.152 | 0.007 | 0.000 |
| 3.4222 | 0.045 | 0.154 | 0.007 | 0.000 |
| 3.4667 | 0.045 | 0.156 | 0.028 | 0.000 |
| 3.5111 | 0.045 | 0.158 | 0.072 | 0.000 |
| 3.5556 | 0.045 | 0.160 | 0.261 | 0.000 |
| 3.6000 | 0.045 | 0.162 | 0.555 | 0.000 |
| 3.6444 | 0.045 | 0.164 | 0.922 | 0.000 |
| 3.6889 | 0.045 | 0.166 | 1.345 | 0.000 |
| 3.7333 | 0.045 | 0.168 | 1.810 | 0.000 |
| 3.7778 | 0.045 | 0.170 | 2.302 | 0.000 |
| 3.8222 | 0.045 | 0.172 | 2.809 | 0.000 |
| 3.8667 | 0.045 | 0.174 | 3.315 | 0.000 |
| 3.9111 | 0.045 | 0.176 | 3.806 | 0.000 |
| 3.9556 | 0.045 | 0.178 | 4.270 | 0.000 |
| 4.0000 | 0.045 | 0.180 | 4.693 | 0.000 |
| 4.0444 | 0.045 | 0.182 | 5.066 | 0.000 |
| 4.0889 | 0.000 | 0.000 | 5.384 | 0.000 |



# Analysis Results

## POC 1



+ Predeveloped x Mitigated

### Predeveloped Landuse Totals for POC #1

Total Pervious Area: 3.1968  
Total Impervious Area: 0

### Mitigated Landuse Totals for POC #1

Total Pervious Area: 0.6975  
Total Impervious Area: 2.458784

Flow Frequency Method: Weibull

### Flow Frequency Return Periods for Predeveloped. POC #1

| Return Period | Flow(cfs) |
|---------------|-----------|
| 2 year        | 0.295718  |
| 5 year        | 0.821779  |
| 10 year       | 1.066617  |
| 25 year       | 1.182901  |

### Flow Frequency Return Periods for Mitigated. POC #1

| Return Period | Flow(cfs) |
|---------------|-----------|
| 2 year        | 0.027103  |
| 5 year        | 0.24976   |
| 10 year       | 0.570064  |
| 25 year       | 0.892223  |

## Annual Peaks

### Annual Peaks for Predeveloped and Mitigated. POC #1

| Year | Predeveloped | Mitigated |
|------|--------------|-----------|
| 1960 | 0.013        | 0.022     |
| 1961 | 0.001        | 0.020     |
| 1962 | 0.477        | 0.212     |
| 1963 | 0.816        | 0.827     |
| 1964 | 0.161        | 0.027     |
| 1965 | 0.296        | 0.027     |
| 1966 | 0.001        | 0.020     |
| 1967 | 0.441        | 0.140     |
| 1968 | 1.083        | 1.170     |
| 1969 | 0.625        | 0.168     |
| 1970 | 0.626        | 0.024     |
| 1971 | 0.378        | 0.759     |
| 1972 | 0.001        | 0.020     |
| 1973 | 0.575        | 0.242     |

|      |       |       |
|------|-------|-------|
| 1974 | 0.492 | 0.021 |
| 1975 | 0.230 | 0.021 |
| 1976 | 0.000 | 0.014 |
| 1977 | 0.001 | 0.017 |
| 1978 | 0.537 | 0.238 |
| 1979 | 0.179 | 0.024 |
| 1980 | 1.128 | 0.514 |
| 1981 | 0.004 | 0.026 |
| 1982 | 1.135 | 0.145 |
| 1983 | 1.014 | 0.587 |
| 1984 | 0.277 | 0.026 |
| 1985 | 0.003 | 0.020 |
| 1986 | 0.884 | 0.246 |
| 1987 | 0.001 | 0.019 |
| 1988 | 0.263 | 0.020 |
| 1989 | 0.001 | 0.016 |
| 1990 | 0.001 | 0.023 |
| 1991 | 0.281 | 0.083 |
| 1992 | 0.826 | 0.412 |
| 1993 | 0.629 | 0.251 |
| 1994 | 0.050 | 0.020 |
| 1995 | 0.896 | 0.487 |
| 1996 | 1.388 | 0.131 |
| 1997 | 0.727 | 0.248 |
| 1998 | 0.584 | 0.027 |
| 1999 | 0.130 | 0.020 |
| 2000 | 0.038 | 0.023 |

### Ranked Annual Peaks

Ranked Annual Peaks for Predeveloped and Mitigated. POC #1

| Rank | Predeveloped | Mitigated |
|------|--------------|-----------|
| 1    | 1.3885       | 1.1702    |
| 2    | 1.1345       | 0.8268    |
| 3    | 1.1280       | 0.7594    |
| 4    | 1.0831       | 0.5874    |
| 5    | 1.0138       | 0.5145    |
| 6    | 0.8963       | 0.4867    |
| 7    | 0.8841       | 0.4124    |
| 8    | 0.8262       | 0.2514    |
| 9    | 0.8158       | 0.2475    |
| 10   | 0.7272       | 0.2461    |
| 11   | 0.6291       | 0.2418    |
| 12   | 0.6256       | 0.2379    |
| 13   | 0.6245       | 0.2125    |
| 14   | 0.5840       | 0.1679    |
| 15   | 0.5748       | 0.1452    |
| 16   | 0.5372       | 0.1402    |
| 17   | 0.4922       | 0.1311    |
| 18   | 0.4767       | 0.0828    |
| 19   | 0.4413       | 0.0273    |
| 20   | 0.3776       | 0.0272    |
| 21   | 0.2957       | 0.0271    |
| 22   | 0.2807       | 0.0265    |
| 23   | 0.2773       | 0.0257    |
| 24   | 0.2632       | 0.0245    |
| 25   | 0.2302       | 0.0238    |
| 26   | 0.1785       | 0.0234    |
| 27   | 0.1608       | 0.0225    |

|    |        |        |
|----|--------|--------|
| 28 | 0.1303 | 0.0216 |
| 29 | 0.0503 | 0.0213 |
| 30 | 0.0378 | 0.0211 |
| 31 | 0.0126 | 0.0204 |
| 32 | 0.0038 | 0.0202 |
| 33 | 0.0034 | 0.0200 |
| 34 | 0.0007 | 0.0200 |
| 35 | 0.0006 | 0.0199 |
| 36 | 0.0006 | 0.0199 |
| 37 | 0.0006 | 0.0197 |
| 38 | 0.0006 | 0.0189 |
| 39 | 0.0006 | 0.0171 |
| 40 | 0.0005 | 0.0159 |
| 41 | 0.0003 | 0.0140 |



## Duration Flows

The Facility PASSED

| Flow(cfs) | Predev | Mit | Percentage | Pass/Fail |
|-----------|--------|-----|------------|-----------|
| 0.0296    | 969    | 912 | 94         | Pass      |
| 0.0400    | 786    | 754 | 95         | Pass      |
| 0.0505    | 680    | 667 | 98         | Pass      |
| 0.0610    | 604    | 609 | 100        | Pass      |
| 0.0715    | 543    | 542 | 99         | Pass      |
| 0.0819    | 498    | 488 | 97         | Pass      |
| 0.0924    | 461    | 444 | 96         | Pass      |
| 0.1029    | 440    | 413 | 93         | Pass      |
| 0.1134    | 414    | 371 | 89         | Pass      |
| 0.1238    | 391    | 352 | 90         | Pass      |
| 0.1343    | 364    | 316 | 86         | Pass      |
| 0.1448    | 335    | 296 | 88         | Pass      |
| 0.1553    | 306    | 274 | 89         | Pass      |
| 0.1657    | 285    | 256 | 89         | Pass      |
| 0.1762    | 265    | 229 | 86         | Pass      |
| 0.1867    | 246    | 211 | 85         | Pass      |
| 0.1972    | 231    | 198 | 85         | Pass      |
| 0.2077    | 211    | 181 | 85         | Pass      |
| 0.2181    | 197    | 158 | 80         | Pass      |
| 0.2286    | 189    | 134 | 70         | Pass      |
| 0.2391    | 180    | 66  | 36         | Pass      |
| 0.2496    | 171    | 43  | 25         | Pass      |
| 0.2600    | 159    | 41  | 25         | Pass      |
| 0.2705    | 149    | 37  | 24         | Pass      |
| 0.2810    | 140    | 35  | 25         | Pass      |
| 0.2915    | 129    | 33  | 25         | Pass      |
| 0.3019    | 118    | 32  | 27         | Pass      |
| 0.3124    | 108    | 30  | 27         | Pass      |
| 0.3229    | 101    | 27  | 26         | Pass      |
| 0.3334    | 96     | 26  | 27         | Pass      |
| 0.3438    | 93     | 26  | 27         | Pass      |
| 0.3543    | 89     | 25  | 28         | Pass      |
| 0.3648    | 85     | 24  | 28         | Pass      |
| 0.3753    | 84     | 22  | 26         | Pass      |
| 0.3857    | 76     | 22  | 28         | Pass      |
| 0.3962    | 73     | 22  | 30         | Pass      |
| 0.4067    | 71     | 22  | 30         | Pass      |
| 0.4172    | 70     | 19  | 27         | Pass      |
| 0.4276    | 67     | 18  | 26         | Pass      |
| 0.4381    | 60     | 17  | 28         | Pass      |
| 0.4486    | 59     | 16  | 27         | Pass      |
| 0.4591    | 56     | 16  | 28         | Pass      |
| 0.4695    | 54     | 16  | 29         | Pass      |
| 0.4800    | 52     | 14  | 26         | Pass      |
| 0.4905    | 47     | 13  | 27         | Pass      |
| 0.5010    | 45     | 13  | 28         | Pass      |
| 0.5114    | 45     | 13  | 28         | Pass      |
| 0.5219    | 42     | 12  | 28         | Pass      |
| 0.5324    | 41     | 11  | 26         | Pass      |
| 0.5429    | 39     | 10  | 25         | Pass      |
| 0.5533    | 38     | 10  | 26         | Pass      |
| 0.5638    | 37     | 9   | 24         | Pass      |
| 0.5743    | 35     | 7   | 20         | Pass      |

|        |    |   |    |      |
|--------|----|---|----|------|
| 0.5848 | 32 | 7 | 21 | Pass |
| 0.5952 | 31 | 6 | 19 | Pass |
| 0.6057 | 31 | 6 | 19 | Pass |
| 0.6162 | 29 | 6 | 20 | Pass |
| 0.6267 | 25 | 6 | 24 | Pass |
| 0.6371 | 24 | 6 | 25 | Pass |
| 0.6476 | 24 | 6 | 25 | Pass |
| 0.6581 | 22 | 6 | 27 | Pass |
| 0.6686 | 22 | 6 | 27 | Pass |
| 0.6790 | 22 | 6 | 27 | Pass |
| 0.6895 | 22 | 5 | 22 | Pass |
| 0.7000 | 22 | 5 | 22 | Pass |
| 0.7105 | 22 | 5 | 22 | Pass |
| 0.7209 | 21 | 5 | 23 | Pass |
| 0.7314 | 19 | 5 | 26 | Pass |
| 0.7419 | 19 | 5 | 26 | Pass |
| 0.7524 | 19 | 5 | 26 | Pass |
| 0.7628 | 18 | 3 | 16 | Pass |
| 0.7733 | 18 | 3 | 16 | Pass |
| 0.7838 | 17 | 3 | 17 | Pass |
| 0.7943 | 15 | 3 | 20 | Pass |
| 0.8047 | 15 | 3 | 20 | Pass |
| 0.8152 | 13 | 3 | 23 | Pass |
| 0.8257 | 11 | 2 | 18 | Pass |
| 0.8362 | 9  | 1 | 11 | Pass |
| 0.8466 | 9  | 1 | 11 | Pass |
| 0.8571 | 8  | 1 | 12 | Pass |
| 0.8676 | 8  | 1 | 12 | Pass |
| 0.8781 | 8  | 1 | 12 | Pass |
| 0.8885 | 7  | 1 | 14 | Pass |
| 0.8990 | 6  | 1 | 16 | Pass |
| 0.9095 | 6  | 1 | 16 | Pass |
| 0.9200 | 6  | 1 | 16 | Pass |
| 0.9304 | 6  | 1 | 16 | Pass |
| 0.9409 | 6  | 1 | 16 | Pass |
| 0.9514 | 6  | 1 | 16 | Pass |
| 0.9619 | 6  | 1 | 16 | Pass |
| 0.9723 | 6  | 1 | 16 | Pass |
| 0.9828 | 6  | 1 | 16 | Pass |
| 0.9933 | 6  | 1 | 16 | Pass |
| 1.0038 | 6  | 1 | 16 | Pass |
| 1.0142 | 5  | 1 | 20 | Pass |
| 1.0247 | 5  | 1 | 20 | Pass |
| 1.0352 | 4  | 1 | 25 | Pass |
| 1.0457 | 4  | 1 | 25 | Pass |
| 1.0561 | 4  | 1 | 25 | Pass |
| 1.0666 | 4  | 1 | 25 | Pass |



## *POC 2*

POC #2 was not reported because POC must exist in both scenarios and both scenarios must have been run.

### *POC 3*

POC #3 was not reported because POC must exist in both scenarios and both scenarios must have been run.

#### *POC 4*

POC #4 was not reported because POC must exist in both scenarios and both scenarios must have been run.

### *POC 5*

POC #5 was not reported because POC must exist in both scenarios and both scenarios must have been run.

### *POC 6*

POC #6 was not reported because POC must exist in both scenarios and both scenarios must have been run.



## *Model Default Modifications*

Total of 0 changes have been made.

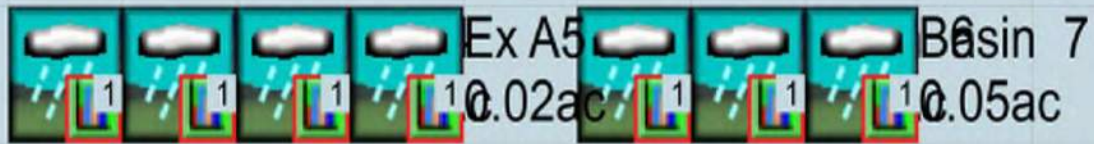
### *PERLND Changes*

No PERLND changes have been made.

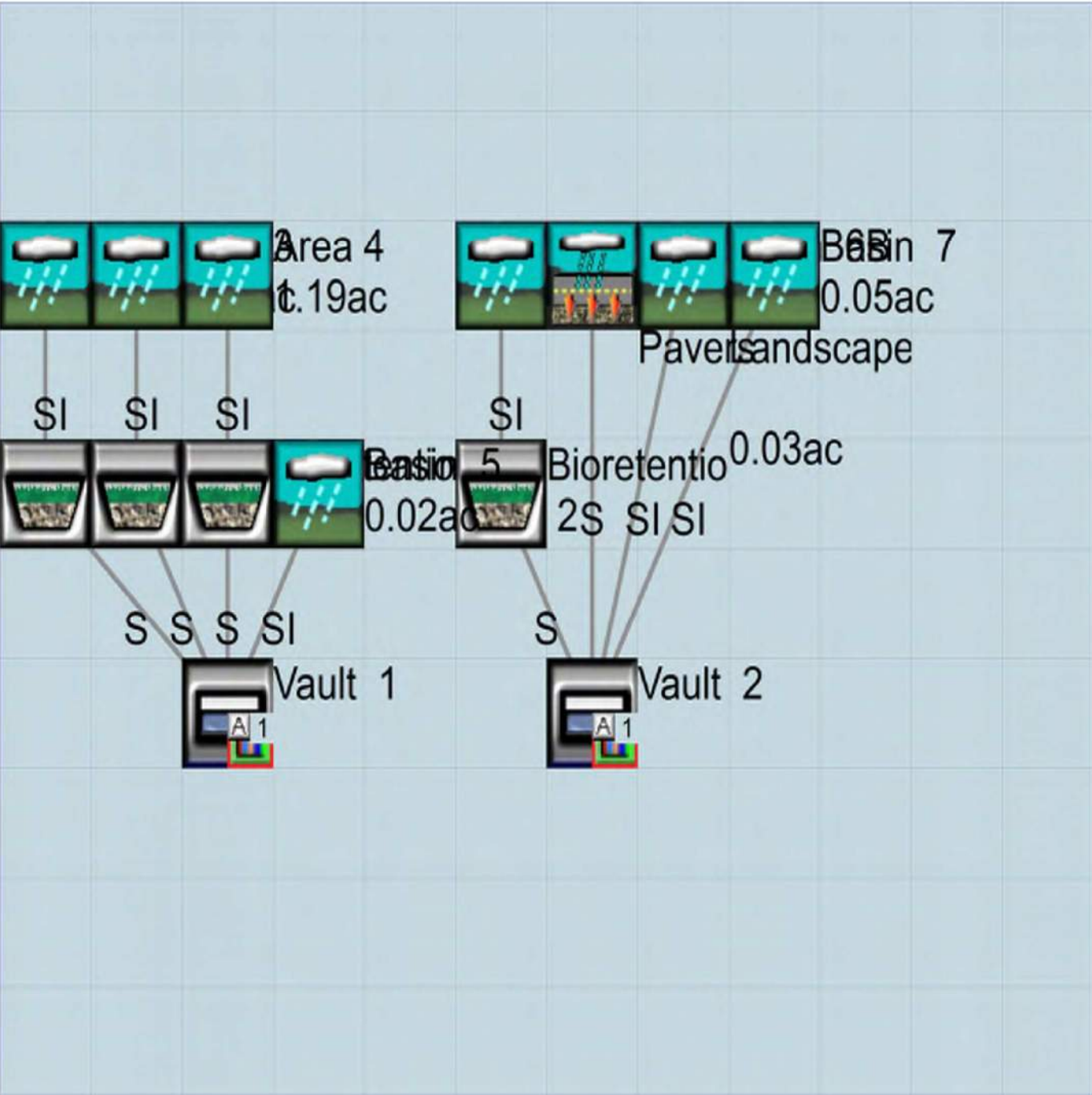
### *IMPLND Changes*

No IMPLND changes have been made.

Appendix  
Predeveloped Schematic



Mitigated Schematic





## Mitigated UCI File

RUN

GLOBAL

WVHM4 model simulation  
START 1959 10 01 END 2000 09 30  
RUN INTERP OUTPUT LEVEL 3 0  
RESUME 0 RUN 1 UNIT SYSTEM 1  
END GLOBAL

FILES

| <File> | <Un#> | <-----File Name----->                         | *** |
|--------|-------|-----------------------------------------------|-----|
| <-ID-> |       |                                               |     |
| WDM    | 26    | Milpitas Phase 2 w_One POC_05.08.2019.wdm     |     |
| MESSU  | 25    | MitMilpitas Phase 2 w_One POC_05.08.2019.MES  |     |
|        | 27    | MitMilpitas Phase 2 w_One POC_05.08.2019.L61  |     |
|        | 28    | MitMilpitas Phase 2 w_One POC_05.08.2019.L62  |     |
|        | 30    | POCMilpitas Phase 2 w_One POC_05.08.20191.dat |     |

END FILES

OPN SEQUENCE

INGRP INDELT 00:60

|        |     |
|--------|-----|
| PERLND | 45  |
| IMPLND | 5   |
| IMPLND | 10  |
| IMPLND | 14  |
| IMPLND | 22  |
| RCHRES | 1   |
| GENER  | 3   |
| RCHRES | 2   |
| RCHRES | 3   |
| GENER  | 5   |
| RCHRES | 4   |
| RCHRES | 5   |
| GENER  | 7   |
| RCHRES | 6   |
| RCHRES | 7   |
| GENER  | 9   |
| RCHRES | 8   |
| RCHRES | 9   |
| RCHRES | 10  |
| RCHRES | 11  |
| COPY   | 1   |
| COPY   | 501 |
| DISPLY | 1   |

END INGRP

END OPN SEQUENCE

DISPLY

DISPLY-INFO1

| # | - | # | Title-----> | ***TRAN | PIVL | DIG1 | FIL1 | PYR | DIG2 | FIL2 | YRND |
|---|---|---|-------------|---------|------|------|------|-----|------|------|------|
| 1 |   |   | Vault 2     |         | MAX  |      |      | 1   | 2    | 30   | 9    |

END DISPLY-INFO1

END DISPLY

COPY

TIMESERIES

| #   | - | # | NPT | NMN | *** |
|-----|---|---|-----|-----|-----|
| 1   |   |   | 1   | 1   |     |
| 501 |   |   | 1   | 1   |     |

END TIMESERIES

END COPY

GENER

OPCODE

| # | # | OPCD | *** |
|---|---|------|-----|
| 3 |   | 24   |     |
| 5 |   | 24   |     |
| 7 |   | 24   |     |
| 9 |   | 24   |     |

END OPCODE

PARM

```

#      #      K ***
3      0.
5      0.
7      0.
9      0.
END PARM
END GENER
PERLND
GEN-INFO
<PLS ><-----Name----->NBLKS      Unit-systems      Printer ***
# - #      User      t-series      Engl Metr ***
                        in out      ***
45      C/D,Urban,Flat (0-5%)      1      1      1      1      27      0
END GEN-INFO
*** Section PWATER***

ACTIVITY
<PLS > ***** Active Sections *****
# - # ATMP SNOW PWAT SED PST PWG PQAL MSTL PEST NITR PHOS TRAC ***
45      0      0      1      0      0      0      0      0      0      0      0      0
END ACTIVITY

PRINT-INFO
<PLS > ***** Print-flags ***** PIVL PYR
# - # ATMP SNOW PWAT SED PST PWG PQAL MSTL PEST NITR PHOS TRAC *****
45      0      0      4      0      0      0      0      0      0      0      0      0      1      9
END PRINT-INFO

PWAT-PARM1
<PLS > PWATER variable monthly parameter value flags ***
# - # CSNO RTOP UZFG VCS VUZ VNN VIFW VIRC VLE INFC HWT ***
45      0      0      0      1      0      0      0      0      1      0      0
END PWAT-PARM1

PWAT-PARM2
<PLS > PWATER input info: Part 2 ***
# - # ***FOREST LZSN INFILT LSUR SLSUR KVARY AGWRC
45      0      4.6      0.04      400      0.05      3      0.995
END PWAT-PARM2

PWAT-PARM3
<PLS > PWATER input info: Part 3 ***
# - # ***PETMAX PETMIN INFEXP INFILD DEEPFR BASETP AGWETP
45      40      35      3      2      0.5      0.15      0
END PWAT-PARM3
PWAT-PARM4
<PLS > PWATER input info: Part 4 ***
# - # CEPSC UZSN NSUR INTFW IRC LZETP ***
45      0      0.3      0.25      0.8      0.4      0
END PWAT-PARM4
MON-LZETPARM
<PLS > PWATER input info: Part 3 ***
# - # JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC ***
45      0.5      0.5      0.5      0.6      0.65      0.65      0.65      0.65      0.65      0.65      0.55      0.5
END MON-LZETPARM
MON-INTERCEP
<PLS > PWATER input info: Part 3 ***
# - # JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC ***
45      0.11      0.11      0.11      0.11      0.11      0.11      0.11      0.11      0.11      0.11      0.11      0
END MON-INTERCEP

PWAT-STATE1
<PLS > *** Initial conditions at start of simulation
ran from 1990 to end of 1992 (pat 1-11-95) RUN 21 ***
# - # *** CEPS SURS UZS IFWS LZS AGWS GWVS
45      0      0      0.01      0      3.5      1.7      0.1
END PWAT-STATE1

END PERLND

```

```

IMPLND
GEN-INFO
<PLS ><-----Name----->      Unit-systems      Printer ***
# - #      User      t-series      Engr Metr ***
                        in  out      ***
5      Roof Area      1      1      1      27      0
10     Sidewalks,Flat (0-5%)      1      1      1      27      0
14     Parking,Flat (0-5%)      1      1      1      27      0
22     Porous Pavement      1      1      1      27      0
END GEN-INFO
*** Section IWATER***

ACTIVITY
<PLS > ***** Active Sections *****
# - # ATMP SNOW IWAT SLD IWG IQAL      ***
5      0      0      1      0      0      0
10     0      0      1      0      0      0
14     0      0      1      0      0      0
22     0      0      1      0      0      0
END ACTIVITY

PRINT-INFO
<ILS > ***** Print-flags ***** PIVL  PYR
# - # ATMP SNOW IWAT SLD IWG IQAL      *****
5      0      0      4      0      0      0      1      9
10     0      0      4      0      0      0      1      9
14     0      0      4      0      0      0      1      9
22     0      0      4      0      0      0      1      9
END PRINT-INFO

IWAT-PARM1
<PLS > IWATER variable monthly parameter value flags ***
# - # CSNO RTOP VRS VNN RTLI      ***
5      0      0      0      0      0
10     0      0      0      0      0
14     0      0      0      0      0
22     0      0      0      0      0
END IWAT-PARM1

IWAT-PARM2
<PLS > IWATER input info: Part 2      ***
# - # *** LSUR SLSUR NSUR RETSC
5      100      0.05      0.1      0.1
10     100      0.05      0.1      0.1
14     100      0.05      0.1      0.1
22     100      0.25      0.1      0.1
END IWAT-PARM2

IWAT-PARM3
<PLS > IWATER input info: Part 3      ***
# - # ***PETMAX PETMIN
5      0      0
10     0      0
14     0      0
22     0      0
END IWAT-PARM3

IWAT-STATE1
<PLS > *** Initial conditions at start of simulation
# - # *** RETS SURS
5      0      0
10     0      0
14     0      0
22     0      0
END IWAT-STATE1

END IMPLND

SCHEMATIC
<-Source->      <--Area-->      <-Target->      MBLK      ***

```

| <Name>                  | #  | <-factor-> | <Name> | #   | Tbl# | *** |
|-------------------------|----|------------|--------|-----|------|-----|
| Area 1 ***              |    |            |        |     |      |     |
| PERLND                  | 45 | 0.217      | RCHRES | 2   | 2    |     |
| PERLND                  | 45 | 0.217      | RCHRES | 2   | 3    |     |
| IMPLND                  | 5  | 0.3754     | RCHRES | 2   | 5    |     |
| IMPLND                  | 10 | 0.0873     | RCHRES | 2   | 5    |     |
| IMPLND                  | 14 | 0.0987     | RCHRES | 2   | 5    |     |
| Area 2***               |    |            |        |     |      |     |
| PERLND                  | 45 | 0.1445     | RCHRES | 4   | 2    |     |
| PERLND                  | 45 | 0.1445     | RCHRES | 4   | 3    |     |
| IMPLND                  | 5  | 0.3445     | RCHRES | 4   | 5    |     |
| IMPLND                  | 10 | 0.0367     | RCHRES | 4   | 5    |     |
| IMPLND                  | 14 | 0.2308     | RCHRES | 4   | 5    |     |
| Area 3***               |    |            |        |     |      |     |
| PERLND                  | 45 | 0.095      | RCHRES | 6   | 2    |     |
| PERLND                  | 45 | 0.095      | RCHRES | 6   | 3    |     |
| IMPLND                  | 14 | 0.226      | RCHRES | 6   | 5    |     |
| Area 4***               |    |            |        |     |      |     |
| PERLND                  | 45 | 0.152      | RCHRES | 8   | 2    |     |
| PERLND                  | 45 | 0.152      | RCHRES | 8   | 3    |     |
| IMPLND                  | 5  | 0.48       | RCHRES | 8   | 5    |     |
| IMPLND                  | 10 | 0.128      | RCHRES | 8   | 5    |     |
| IMPLND                  | 14 | 0.4286     | RCHRES | 8   | 5    |     |
| Basin 5***              |    |            |        |     |      |     |
| PERLND                  | 45 | 0.018      | RCHRES | 11  | 2    |     |
| PERLND                  | 45 | 0.018      | RCHRES | 11  | 3    |     |
| Basin 6B - Landscape*** |    |            |        |     |      |     |
| PERLND                  | 45 | 0.026      | RCHRES | 10  | 2    |     |
| PERLND                  | 45 | 0.026      | RCHRES | 10  | 3    |     |
| IMPLND                  | 10 | 0.008      | RCHRES | 10  | 5    |     |
| Basin 7***              |    |            |        |     |      |     |
| PERLND                  | 45 | 0.045      | RCHRES | 10  | 2    |     |
| PERLND                  | 45 | 0.045      | RCHRES | 10  | 3    |     |
| IMPLND                  | 22 | 0.0148     | RCHRES | 1   | 5    |     |
| *****Routing*****       |    |            |        |     |      |     |
| RCHRES                  | 3  | 1          | RCHRES | 11  | 6    |     |
| RCHRES                  | 3  |            | COPY   | 1   | 16   |     |
| RCHRES                  | 2  | 1          | RCHRES | 11  | 7    |     |
| RCHRES                  | 2  |            | COPY   | 1   | 17   |     |
| RCHRES                  | 2  | 1          | RCHRES | 3   | 8    |     |
| RCHRES                  | 5  | 1          | RCHRES | 10  | 6    |     |
| RCHRES                  | 5  |            | COPY   | 1   | 16   |     |
| RCHRES                  | 4  | 1          | RCHRES | 10  | 7    |     |
| RCHRES                  | 4  |            | COPY   | 1   | 17   |     |
| RCHRES                  | 4  | 1          | RCHRES | 5   | 8    |     |
| RCHRES                  | 7  | 1          | RCHRES | 11  | 6    |     |
| RCHRES                  | 7  |            | COPY   | 1   | 16   |     |
| RCHRES                  | 6  | 1          | RCHRES | 11  | 7    |     |
| RCHRES                  | 6  |            | COPY   | 1   | 17   |     |
| RCHRES                  | 6  | 1          | RCHRES | 7   | 8    |     |
| RCHRES                  | 9  | 1          | RCHRES | 11  | 6    |     |
| RCHRES                  | 9  |            | COPY   | 1   | 16   |     |
| RCHRES                  | 8  | 1          | RCHRES | 11  | 7    |     |
| RCHRES                  | 8  |            | COPY   | 1   | 17   |     |
| RCHRES                  | 8  | 1          | RCHRES | 9   | 8    |     |
| RCHRES                  | 1  | 1          | RCHRES | 10  | 7    |     |
| RCHRES                  | 1  |            | COPY   | 1   | 17   |     |
| PERLND                  | 45 | 0.018      | COPY   | 1   | 12   |     |
| PERLND                  | 45 | 0.018      | COPY   | 1   | 13   |     |
| PERLND                  | 45 | 0.026      | COPY   | 1   | 12   |     |
| IMPLND                  | 10 | 0.008      | COPY   | 1   | 15   |     |
| PERLND                  | 45 | 0.026      | COPY   | 1   | 13   |     |
| PERLND                  | 45 | 0.045      | COPY   | 1   | 12   |     |
| PERLND                  | 45 | 0.045      | COPY   | 1   | 13   |     |
| RCHRES                  | 11 | 1          | COPY   | 501 | 16   |     |
| RCHRES                  | 10 | 1          | COPY   | 501 | 16   |     |
| END SCHEMATIC           |    |            |        |     |      |     |

NETWORK



```

<-Volume-> <-Grp> <-Member-><--Mult-->Tran <-Target vols> <-Grp> <-Member-> ***
<Name> # <Name> # #<-factor->strg <Name> # # <Name> # # ***
COPY 501 OUTPUT MEAN 1 1 12.1 DISPLY 1 INPUT TIMSER 1
GENER 3 OUTPUT TIMSER .0002778 RCHRES 2 EXTNL OUTDGT 1
GENER 5 OUTPUT TIMSER .0002778 RCHRES 4 EXTNL OUTDGT 1
GENER 7 OUTPUT TIMSER .0002778 RCHRES 6 EXTNL OUTDGT 1
GENER 9 OUTPUT TIMSER .0002778 RCHRES 8 EXTNL OUTDGT 1

```

```

<-Volume-> <-Grp> <-Member-><--Mult-->Tran <-Target vols> <-Grp> <-Member-> ***
<Name> # <Name> # #<-factor->strg <Name> # # <Name> # # ***
END NETWORK

```

# RCHRES

## GEN-INFO

| RCHRES | Name                 | Nexits | Unit | Systems  | Printer        |  |  |  |
|--------|----------------------|--------|------|----------|----------------|--|--|--|
| # - #  | <----->              | <-->   | User | T-series | Engl Metr LKFG |  |  |  |
|        |                      |        |      | in out   |                |  |  |  |
| 1      | Area 6A - Pervio-046 | 2      | 1    | 1 1      | 28 0 1         |  |  |  |
| 2      | Surface retentio-027 | 3      | 1    | 1 1      | 28 0 1         |  |  |  |
| 3      | Bioretention 1       | 1      | 1    | 1 1      | 28 0 1         |  |  |  |
| 4      | Surface retentio-029 | 3      | 1    | 1 1      | 28 0 1         |  |  |  |
| 5      | Bioretention 2       | 1      | 1    | 1 1      | 28 0 1         |  |  |  |
| 6      | Surface retentio-031 | 3      | 1    | 1 1      | 28 0 1         |  |  |  |
| 7      | Bioretention 3       | 1      | 1    | 1 1      | 28 0 1         |  |  |  |
| 8      | Surface retentio-033 | 3      | 1    | 1 1      | 28 0 1         |  |  |  |
| 9      | Bioretention 4       | 1      | 1    | 1 1      | 28 0 1         |  |  |  |
| 10     | Vault 2              | 1      | 1    | 1 1      | 28 0 1         |  |  |  |
| 11     | Vault 1              | 1      | 1    | 1 1      | 28 0 1         |  |  |  |

END GEN-INFO

\*\*\* Section RCHRES\*\*\*

## ACTIVITY

```

<PLS > ***** Active Sections *****
# - # HYFG ADFG CNFG HTFG SDFG GQFG OXFG NUFG PKFG PHFG ***
1 1 0 0 0 0 0 0 0 0 0 0
2 1 0 0 0 0 0 0 0 0 0 0
3 1 0 0 0 0 0 0 0 0 0 0
4 1 0 0 0 0 0 0 0 0 0 0
5 1 0 0 0 0 0 0 0 0 0 0
6 1 0 0 0 0 0 0 0 0 0 0
7 1 0 0 0 0 0 0 0 0 0 0
8 1 0 0 0 0 0 0 0 0 0 0
9 1 0 0 0 0 0 0 0 0 0 0
10 1 0 0 0 0 0 0 0 0 0 0
11 1 0 0 0 0 0 0 0 0 0 0

```

END ACTIVITY

## PRINT-INFO

```

<PLS > ***** Print-flags ***** PIVL PYR
# - # HYDR ADCA CONS HEAT SED GQL OXRX NUTR PLNK PHCB PIVL PYR *****
1 4 0 0 0 0 0 0 0 0 0 0 1 9
2 4 0 0 0 0 0 0 0 0 0 0 1 9
3 4 0 0 0 0 0 0 0 0 0 0 1 9
4 4 0 0 0 0 0 0 0 0 0 0 1 9
5 4 0 0 0 0 0 0 0 0 0 0 1 9
6 4 0 0 0 0 0 0 0 0 0 0 1 9
7 4 0 0 0 0 0 0 0 0 0 0 1 9
8 4 0 0 0 0 0 0 0 0 0 0 1 9
9 4 0 0 0 0 0 0 0 0 0 0 1 9
10 4 0 0 0 0 0 0 0 0 0 0 1 9
11 4 0 0 0 0 0 0 0 0 0 0 1 9

```

END PRINT-INFO

## HYDR-PARM1

```

RCHRES Flags for each HYDR Section ***
# - # VC A1 A2 A3 ODFVFG for each *** ODGTFG for each FUNCT for each
FG FG FG FG possible exit *** possible exit possible exit
* * * * * * * * * * * * * * * * *

```

END HYDR-PARM1

END HYDR-PARM2

```
END  HYDR-INIT
```

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```

<****> <-----> <-----> <-> <-----><-><-><-><-><-----> <><-> <><-> <--> ***
UVQUAN vol17 RCHRES 7 VOL 4
UVQUAN v2m7 GLOBAL WORKSP 6 3
UVQUAN vpo7 GLOBAL WORKSP 7 3
UVQUAN v2d7 GENER 7 K 1 3
*** User-Defined Variable Quantity Lines
***
***
*** kwd varnam optyp opn vari s1 s2 s3 tp multiply lc ls ac as agfn ***
<****> <-----> <-----> <-> <-----><-><-><-><-><-----> <><-> <><-> <--> ***
UVQUAN vol19 RCHRES 9 VOL 4
UVQUAN v2m9 GLOBAL WORKSP 8 3
UVQUAN vpo9 GLOBAL WORKSP 9 3
UVQUAN v2d9 GENER 9 K 1 3
*** User-Defined Target Variable Names
***
***
*** kwd varnam ct vari s1 s2 s3 frac oper
<****> <-----><-> <-----><-><-><-> <-----> <-->
UVNAME v2m3 1 WORKSP 2 1.0 QUAN
UVNAME vpo3 1 WORKSP 3 1.0 QUAN
UVNAME v2d3 1 K 1 1.0 QUAN
*** User-Defined Target Variable Names
***
***
*** kwd varnam ct vari s1 s2 s3 frac oper
<****> <-----><-> <-----><-><-><-> <-----> <-->
UVNAME v2m5 1 WORKSP 4 1.0 QUAN
UVNAME vpo5 1 WORKSP 5 1.0 QUAN
UVNAME v2d5 1 K 1 1.0 QUAN
*** User-Defined Target Variable Names
***
***
*** kwd varnam ct vari s1 s2 s3 frac oper
<****> <-----><-> <-----><-><-><-> <-----> <-->
UVNAME v2m7 1 WORKSP 6 1.0 QUAN
UVNAME vpo7 1 WORKSP 7 1.0 QUAN
UVNAME v2d7 1 K 1 1.0 QUAN
*** User-Defined Target Variable Names
***
***
*** kwd varnam ct vari s1 s2 s3 frac oper
<****> <-----><-> <-----><-><-><-> <-----> <-->
UVNAME v2m9 1 WORKSP 8 1.0 QUAN
UVNAME vpo9 1 WORKSP 9 1.0 QUAN
UVNAME v2d9 1 K 1 1.0 QUAN
*** opt foplop dcdts yr mo dy hr mn d t vnam s1 s2 s3 ac quantity tc ts rp
<****><-><--><><-><--> <> <> <> <><><> <-----><-><-><-><-><-----> <> <-><->
GENER 3 v2m3 = 1079.
*** Compute remaining available pore space
GENER 3 vpo3 = v2m3
GENER 3 vpo3 -= vol3
*** Check to see if VPORA goes negative; if so set VPORA = 0.0
IF (vpo3 < 0.0) THEN
GENER 3 vpo3 = 0.0
END IF
*** Infiltration volume
GENER 3 v2d3 = vpo3
*** opt foplop dcdts yr mo dy hr mn d t vnam s1 s2 s3 ac quantity tc ts rp
<****><-><--><><-><--> <> <> <> <><><> <-----><-><-><-><-><-----> <> <-><->
GENER 5 v2m5 = 1088.
*** Compute remaining available pore space
GENER 5 vpo5 = v2m5
GENER 5 vpo5 -= vol5
*** Check to see if VPORA goes negative; if so set VPORA = 0.0
IF (vpo5 < 0.0) THEN
GENER 5 vpo5 = 0.0
END IF
*** Infiltration volume
GENER 5 v2d5 = vpo5

```

```

*** opt foplop dcdts  yr mo dy hr mn d t  vnam  s1 s2 s3 ac quantity  tc  ts rp
<****><-><--><<-><-><-> <> <> <> <><><> <-----><-><-><-><-><-----> <> <-><->
GENER 7 v2m7 = 423.
*** Compute remaining available pore space
GENER 7 vpo7 = v2m7
GENER 7 vpo7 -= vol7
*** Check to see if VPORA goes negative; if so set VPORA = 0.0
IF (vpo7 < 0.0) THEN
GENER 7 vpo7 = 0.0
END IF
*** Infiltration volume
GENER 7 v2d7 = vpo7
*** opt foplop dcdts  yr mo dy hr mn d t  vnam  s1 s2 s3 ac quantity  tc  ts rp
<****><-><--><<-><-><-> <> <> <> <><><> <-----><-><-><-><-><-----> <> <-><->
GENER 9 v2m9 = 1856.
*** Compute remaining available pore space
GENER 9 vpo9 = v2m9
GENER 9 vpo9 -= vol9
*** Check to see if VPORA goes negative; if so set VPORA = 0.0
IF (vpo9 < 0.0) THEN
GENER 9 vpo9 = 0.0
END IF
*** Infiltration volume
GENER 9 v2d9 = vpo9
END SPEC-ACTIONS
FTABLES
FTABLE 3
64 4
Depth Area Volume Outflow1 Velocity Travel Time***
(ft) (acres) (acre-ft) (cfs) (ft/sec) (Minutes)***
0.000000 0.026538 0.000000 0.000000
0.040220 0.026538 0.000406 0.000000
0.080440 0.026538 0.000811 0.000000
0.120659 0.026538 0.001217 0.000000
0.160879 0.026538 0.001622 0.000000
0.201099 0.026538 0.002028 0.000000
0.241319 0.026538 0.002434 0.000865
0.281538 0.026538 0.002839 0.001246
0.321758 0.026538 0.003245 0.001759
0.361978 0.026538 0.003650 0.002415
0.402198 0.026538 0.004056 0.003226
0.442418 0.026538 0.004462 0.004204
0.482637 0.026538 0.004867 0.005358
0.522857 0.026538 0.005273 0.006698
0.563077 0.026538 0.005678 0.008233
0.603297 0.026538 0.006084 0.009942
0.643516 0.026538 0.006490 0.011925
0.683736 0.026538 0.006895 0.012983
0.723956 0.026538 0.007301 0.013383
0.764176 0.026538 0.007706 0.016074
0.804396 0.026538 0.008112 0.018357
0.844615 0.026538 0.008518 0.020374
0.884835 0.026538 0.008923 0.022013
0.925055 0.026538 0.009329 0.022200
0.965275 0.026538 0.009734 0.023882
1.005495 0.026538 0.010140 0.025448
1.045714 0.026538 0.010545 0.026920
1.085934 0.026538 0.010951 0.028313
1.126154 0.026538 0.011357 0.029639
1.166374 0.026538 0.011762 0.030906
1.206593 0.026538 0.012168 0.032122
1.246813 0.026538 0.012573 0.033292
1.287033 0.026538 0.012979 0.034422
1.327253 0.026538 0.013385 0.035515
1.367473 0.026538 0.013790 0.036575
1.407692 0.026538 0.014196 0.037604
1.447912 0.026538 0.014601 0.038606
1.488132 0.026538 0.015007 0.039582
1.528352 0.026538 0.015450 0.040534
1.568571 0.026538 0.015893 0.041464

```

|          |          |          |          |
|----------|----------|----------|----------|
| 1.608791 | 0.026538 | 0.016336 | 0.042374 |
| 1.649011 | 0.026538 | 0.016779 | 0.043264 |
| 1.689231 | 0.026538 | 0.017222 | 0.044136 |
| 1.729451 | 0.026538 | 0.017665 | 0.044992 |
| 1.769670 | 0.026538 | 0.018108 | 0.045831 |
| 1.809890 | 0.026538 | 0.018551 | 0.046656 |
| 1.850110 | 0.026538 | 0.018994 | 0.047466 |
| 1.890330 | 0.026538 | 0.019437 | 0.048263 |
| 1.930549 | 0.026538 | 0.019880 | 0.049047 |
| 1.970769 | 0.026538 | 0.020322 | 0.049820 |
| 2.010989 | 0.026538 | 0.020765 | 0.050580 |
| 2.051209 | 0.026538 | 0.021208 | 0.051330 |
| 2.091429 | 0.026538 | 0.021651 | 0.052070 |
| 2.131648 | 0.026538 | 0.022094 | 0.052800 |
| 2.171868 | 0.026538 | 0.022537 | 0.053521 |
| 2.212088 | 0.026538 | 0.022980 | 0.054234 |
| 2.252308 | 0.026538 | 0.023423 | 0.054938 |
| 2.292527 | 0.026538 | 0.023866 | 0.055635 |
| 2.332747 | 0.026538 | 0.024309 | 0.056326 |
| 2.372967 | 0.026538 | 0.024752 | 0.057011 |
| 2.413187 | 0.026538 | 0.025195 | 0.057971 |
| 2.453407 | 0.026538 | 0.025638 | 0.059343 |
| 2.493626 | 0.026538 | 0.026081 | 0.061476 |
| 2.500000 | 0.026538 | 0.054917 | 0.061572 |

END FTABLE 3  
FTABLE 2

|         |         |           |          |          |           |          |        |
|---------|---------|-----------|----------|----------|-----------|----------|--------|
| 30      | 6       |           |          |          |           |          |        |
| Depth   | Area    | Volume    | Outflow1 | Outflow2 | outflow 3 | Velocity | Travel |
| Time*** |         |           |          |          |           |          |        |
| (ft)    | (acres) | (acre-ft) | (cfs)    | (cfs)    | (cfs)     | (ft/sec) |        |

|              |          |          |          |          |          |  |  |
|--------------|----------|----------|----------|----------|----------|--|--|
| (Minutes)*** |          |          |          |          |          |  |  |
| 0.000000     | 0.026538 | 0.000000 | 0.000000 | 0.000000 | 0.000000 |  |  |
| 0.040220     | 0.026916 | 0.001075 | 0.000000 | 0.137384 | 0.000000 |  |  |
| 0.080440     | 0.027297 | 0.002165 | 0.000000 | 0.140971 | 0.000000 |  |  |
| 0.120659     | 0.027680 | 0.003271 | 0.000000 | 0.144559 | 0.000000 |  |  |
| 0.160879     | 0.028066 | 0.004392 | 0.000000 | 0.148146 | 0.000000 |  |  |
| 0.201099     | 0.028455 | 0.005528 | 0.000000 | 0.151734 | 0.000000 |  |  |
| 0.241319     | 0.028847 | 0.006681 | 0.000000 | 0.155321 | 0.000000 |  |  |
| 0.281538     | 0.029241 | 0.007849 | 0.000000 | 0.158909 | 0.000000 |  |  |
| 0.321758     | 0.029637 | 0.009033 | 0.000000 | 0.162496 | 0.000000 |  |  |
| 0.361978     | 0.030037 | 0.010233 | 0.000000 | 0.166084 | 0.000000 |  |  |
| 0.402198     | 0.030439 | 0.011449 | 0.000000 | 0.169671 | 0.000000 |  |  |
| 0.442418     | 0.030844 | 0.012682 | 0.000000 | 0.173259 | 0.000000 |  |  |
| 0.482637     | 0.031251 | 0.013930 | 0.000000 | 0.176846 | 0.000000 |  |  |
| 0.522857     | 0.031661 | 0.015195 | 0.000000 | 0.180434 | 0.000000 |  |  |
| 0.563077     | 0.032074 | 0.016477 | 0.000000 | 0.184022 | 0.000000 |  |  |
| 0.603297     | 0.032490 | 0.017776 | 0.000000 | 0.187609 | 0.000000 |  |  |
| 0.643516     | 0.032908 | 0.019091 | 0.000000 | 0.191197 | 0.000000 |  |  |
| 0.683736     | 0.033329 | 0.020423 | 0.000000 | 0.194784 | 0.000000 |  |  |
| 0.723956     | 0.033752 | 0.021772 | 0.000000 | 0.198372 | 0.000000 |  |  |
| 0.764176     | 0.034178 | 0.023138 | 0.000000 | 0.201959 | 0.000000 |  |  |
| 0.804396     | 0.034607 | 0.024521 | 0.000000 | 0.205547 | 0.000000 |  |  |
| 0.844615     | 0.035039 | 0.025922 | 0.000000 | 0.209134 | 0.000000 |  |  |
| 0.884835     | 0.035473 | 0.027340 | 0.000000 | 0.212722 | 0.000000 |  |  |
| 0.925055     | 0.035910 | 0.028775 | 0.000000 | 0.216309 | 0.000000 |  |  |
| 0.965275     | 0.036349 | 0.030228 | 0.000000 | 0.219897 | 0.000000 |  |  |
| 1.005495     | 0.036792 | 0.031699 | 0.008651 | 0.223484 | 0.000000 |  |  |
| 1.045714     | 0.037236 | 0.033188 | 0.207395 | 0.227072 | 0.000000 |  |  |
| 1.085934     | 0.037684 | 0.034694 | 0.534096 | 0.230659 | 0.000000 |  |  |
| 1.126154     | 0.038134 | 0.036219 | 0.948979 | 0.234247 | 0.000000 |  |  |
| 1.160000     | 0.038515 | 0.037516 | 1.434723 | 0.237266 | 0.000000 |  |  |

END FTABLE 2  
FTABLE 5

|          |          |           |          |          |                |  |
|----------|----------|-----------|----------|----------|----------------|--|
| 64       | 4        |           |          |          |                |  |
| Depth    | Area     | Volume    | Outflow1 | Velocity | Travel Time*** |  |
| (ft)     | (acres)  | (acre-ft) | (cfs)    | (ft/sec) | (Minutes)***   |  |
| 0.000000 | 0.026756 | 0.000000  | 0.000000 |          |                |  |
| 0.040220 | 0.026756 | 0.000409  | 0.000000 |          |                |  |
| 0.080440 | 0.026756 | 0.000818  | 0.000000 |          |                |  |
| 0.120659 | 0.026756 | 0.001227  | 0.000000 |          |                |  |

|          |          |          |          |
|----------|----------|----------|----------|
| 0.160879 | 0.026756 | 0.001636 | 0.000000 |
| 0.201099 | 0.026756 | 0.002045 | 0.000000 |
| 0.241319 | 0.026756 | 0.002454 | 0.000872 |
| 0.281538 | 0.026756 | 0.002863 | 0.001257 |
| 0.321758 | 0.026756 | 0.003271 | 0.001773 |
| 0.361978 | 0.026756 | 0.003680 | 0.002434 |
| 0.402198 | 0.026756 | 0.004089 | 0.003252 |
| 0.442418 | 0.026756 | 0.004498 | 0.004238 |
| 0.482637 | 0.026756 | 0.004907 | 0.005402 |
| 0.522857 | 0.026756 | 0.005316 | 0.006753 |
| 0.563077 | 0.026756 | 0.005725 | 0.008301 |
| 0.603297 | 0.026756 | 0.006134 | 0.010055 |
| 0.643516 | 0.026756 | 0.006543 | 0.012023 |
| 0.683736 | 0.026756 | 0.006952 | 0.014213 |
| 0.723956 | 0.026756 | 0.007361 | 0.016633 |
| 0.764176 | 0.026756 | 0.007770 | 0.017675 |
| 0.804396 | 0.026756 | 0.008179 | 0.022194 |
| 0.844615 | 0.026756 | 0.008588 | 0.023739 |
| 0.884835 | 0.026756 | 0.008996 | 0.023792 |
| 0.925055 | 0.026756 | 0.009405 | 0.028576 |
| 0.965275 | 0.026756 | 0.009814 | 0.032441 |
| 1.005495 | 0.026756 | 0.010223 | 0.032634 |
| 1.045714 | 0.026756 | 0.010632 | 0.036220 |
| 1.085934 | 0.026756 | 0.011041 | 0.039467 |
| 1.126154 | 0.026756 | 0.011450 | 0.042456 |
| 1.166374 | 0.026756 | 0.011859 | 0.045136 |
| 1.206593 | 0.026756 | 0.012268 | 0.045241 |
| 1.246813 | 0.026756 | 0.012677 | 0.047858 |
| 1.287033 | 0.026756 | 0.013086 | 0.050334 |
| 1.327253 | 0.026756 | 0.013495 | 0.052691 |
| 1.367473 | 0.026756 | 0.013904 | 0.054944 |
| 1.407692 | 0.026756 | 0.014313 | 0.057105 |
| 1.447912 | 0.026756 | 0.014721 | 0.059186 |
| 1.488132 | 0.026756 | 0.015130 | 0.061194 |
| 1.528352 | 0.026756 | 0.015577 | 0.063138 |
| 1.568571 | 0.026756 | 0.016024 | 0.065022 |
| 1.608791 | 0.026756 | 0.016470 | 0.066852 |
| 1.649011 | 0.026756 | 0.016917 | 0.068633 |
| 1.689231 | 0.026756 | 0.017363 | 0.070368 |
| 1.729451 | 0.026756 | 0.017810 | 0.072060 |
| 1.769670 | 0.026756 | 0.018257 | 0.073714 |
| 1.809890 | 0.026756 | 0.018703 | 0.075331 |
| 1.850110 | 0.026756 | 0.019150 | 0.076914 |
| 1.890330 | 0.026756 | 0.019596 | 0.078465 |
| 1.930549 | 0.026756 | 0.020043 | 0.079985 |
| 1.970769 | 0.026756 | 0.020489 | 0.081478 |
| 2.010989 | 0.026756 | 0.020936 | 0.082944 |
| 2.051209 | 0.026756 | 0.021383 | 0.084384 |
| 2.091429 | 0.026756 | 0.021829 | 0.085801 |
| 2.131648 | 0.026756 | 0.022276 | 0.087195 |
| 2.171868 | 0.026756 | 0.022722 | 0.088568 |
| 2.212088 | 0.026756 | 0.023169 | 0.090469 |
| 2.252308 | 0.026756 | 0.023616 | 0.093103 |
| 2.292527 | 0.026756 | 0.024062 | 0.095670 |
| 2.332747 | 0.026756 | 0.024509 | 0.098177 |
| 2.372967 | 0.026756 | 0.024955 | 0.100635 |
| 2.413187 | 0.026756 | 0.025402 | 0.103060 |
| 2.453407 | 0.026756 | 0.025849 | 0.105498 |
| 2.493626 | 0.026756 | 0.026295 | 0.109290 |
| 2.500000 | 0.026756 | 0.055369 | 0.109462 |

END FTABLE 5

FTABLE 4

30 6

| Time***      | Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Outflow2<br>(cfs) | outflow 3<br>(cfs) | Velocity<br>(ft/sec) | Travel |
|--------------|---------------|-----------------|---------------------|-------------------|-------------------|--------------------|----------------------|--------|
| (Minutes)*** |               |                 |                     |                   |                   |                    |                      |        |
| 0.000000     | 0.026756      | 0.000000        | 0.000000            | 0.000000          | 0.000000          | 0.000000           |                      |        |
| 0.040220     | 0.027764      | 0.001096        | 0.000000            | 0.138513          | 0.000000          |                    |                      |        |
| 0.080440     | 0.028774      | 0.002233        | 0.000000            | 0.142130          | 0.000000          |                    |                      |        |

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| 0.120659 | 0.029787 | 0.003411 | 0.000000 | 0.145747 | 0.000000 |
| 0.160879 | 0.030803 | 0.004630 | 0.000000 | 0.149364 | 0.000000 |
| 0.201099 | 0.031822 | 0.005889 | 0.000000 | 0.152981 | 0.000000 |
| 0.241319 | 0.032843 | 0.007189 | 0.000000 | 0.156598 | 0.000000 |
| 0.281538 | 0.033866 | 0.008531 | 0.000000 | 0.160215 | 0.000000 |
| 0.321758 | 0.034893 | 0.009914 | 0.000000 | 0.163832 | 0.000000 |
| 0.361978 | 0.035922 | 0.011338 | 0.000000 | 0.167449 | 0.000000 |
| 0.402198 | 0.036954 | 0.012803 | 0.000000 | 0.171066 | 0.000000 |
| 0.442418 | 0.037988 | 0.014310 | 0.000000 | 0.174683 | 0.000000 |
| 0.482637 | 0.039025 | 0.015859 | 0.000000 | 0.178300 | 0.000000 |
| 0.522857 | 0.040065 | 0.017449 | 0.000000 | 0.181917 | 0.000000 |
| 0.563077 | 0.041108 | 0.019082 | 0.000000 | 0.185534 | 0.000000 |
| 0.603297 | 0.042153 | 0.020756 | 0.000000 | 0.189151 | 0.000000 |
| 0.643516 | 0.043201 | 0.022473 | 0.000000 | 0.192768 | 0.000000 |
| 0.683736 | 0.044251 | 0.024231 | 0.000000 | 0.196385 | 0.000000 |
| 0.723956 | 0.045304 | 0.026032 | 0.000000 | 0.200002 | 0.000000 |
| 0.764176 | 0.046360 | 0.027876 | 0.000000 | 0.203619 | 0.000000 |
| 0.804396 | 0.047419 | 0.029761 | 0.000000 | 0.207236 | 0.000000 |
| 0.844615 | 0.048480 | 0.031690 | 0.000000 | 0.210853 | 0.000000 |
| 0.884835 | 0.049544 | 0.033661 | 0.000000 | 0.214470 | 0.000000 |
| 0.925055 | 0.050610 | 0.035675 | 0.000000 | 0.218087 | 0.000000 |
| 0.965275 | 0.051679 | 0.037732 | 0.000000 | 0.221704 | 0.000000 |
| 1.005495 | 0.052751 | 0.039832 | 0.008651 | 0.225321 | 0.000000 |
| 1.045714 | 0.053826 | 0.041976 | 0.207395 | 0.228938 | 0.000000 |
| 1.085934 | 0.054903 | 0.044162 | 0.534096 | 0.232555 | 0.000000 |
| 1.126154 | 0.055983 | 0.046392 | 0.948979 | 0.236172 | 0.000000 |
| 1.160000 | 0.056894 | 0.048302 | 1.434723 | 0.239215 | 0.000000 |

END FTABLE 4

FTABLE 7

64 4

| Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Velocity<br>(ft/sec) | Travel Time***<br>(Minutes)*** |
|---------------|-----------------|---------------------|-------------------|----------------------|--------------------------------|
| 0.000000      | 0.010415        | 0.000000            | 0.000000          |                      |                                |
| 0.040220      | 0.010415        | 0.000159            | 0.000000          |                      |                                |
| 0.080440      | 0.010415        | 0.000318            | 0.000000          |                      |                                |
| 0.120659      | 0.010415        | 0.000478            | 0.000000          |                      |                                |
| 0.160879      | 0.010415        | 0.000637            | 0.000000          |                      |                                |
| 0.201099      | 0.010415        | 0.000796            | 0.000000          |                      |                                |
| 0.241319      | 0.010415        | 0.000955            | 0.000339          |                      |                                |
| 0.281538      | 0.010415        | 0.001114            | 0.000489          |                      |                                |
| 0.321758      | 0.010415        | 0.001273            | 0.000690          |                      |                                |
| 0.361978      | 0.010415        | 0.001433            | 0.000948          |                      |                                |
| 0.402198      | 0.010415        | 0.001592            | 0.001266          |                      |                                |
| 0.442418      | 0.010415        | 0.001751            | 0.001650          |                      |                                |
| 0.482637      | 0.010415        | 0.001910            | 0.002103          |                      |                                |
| 0.522857      | 0.010415        | 0.002069            | 0.002629          |                      |                                |
| 0.563077      | 0.010415        | 0.002229            | 0.003231          |                      |                                |
| 0.603297      | 0.010415        | 0.002388            | 0.003914          |                      |                                |
| 0.643516      | 0.010415        | 0.002547            | 0.004419          |                      |                                |
| 0.683736      | 0.010415        | 0.002706            | 0.005533          |                      |                                |
| 0.723956      | 0.010415        | 0.002865            | 0.005948          |                      |                                |
| 0.764176      | 0.010415        | 0.003024            | 0.006980          |                      |                                |
| 0.804396      | 0.010415        | 0.003184            | 0.007144          |                      |                                |
| 0.844615      | 0.010415        | 0.003343            | 0.008158          |                      |                                |
| 0.884835      | 0.010415        | 0.003502            | 0.009055          |                      |                                |
| 0.925055      | 0.010415        | 0.003661            | 0.009867          |                      |                                |
| 0.965275      | 0.010415        | 0.003820            | 0.010519          |                      |                                |
| 1.005495      | 0.010415        | 0.003980            | 0.010614          |                      |                                |
| 1.045714      | 0.010415        | 0.004139            | 0.011310          |                      |                                |
| 1.085934      | 0.010415        | 0.004298            | 0.011964          |                      |                                |
| 1.126154      | 0.010415        | 0.004457            | 0.012584          |                      |                                |
| 1.166374      | 0.010415        | 0.004616            | 0.013173          |                      |                                |
| 1.206593      | 0.010415        | 0.004775            | 0.013736          |                      |                                |
| 1.246813      | 0.010415        | 0.004935            | 0.014276          |                      |                                |
| 1.287033      | 0.010415        | 0.005094            | 0.014797          |                      |                                |
| 1.327253      | 0.010415        | 0.005253            | 0.015299          |                      |                                |
| 1.367473      | 0.010415        | 0.005412            | 0.015784          |                      |                                |
| 1.407692      | 0.010415        | 0.005571            | 0.016255          |                      |                                |
| 1.447912      | 0.010415        | 0.005731            | 0.016713          |                      |                                |
| 1.488132      | 0.010415        | 0.005890            | 0.017158          |                      |                                |

|          |          |          |          |
|----------|----------|----------|----------|
| 1.528352 | 0.010415 | 0.006064 | 0.017592 |
| 1.568571 | 0.010415 | 0.006237 | 0.018015 |
| 1.608791 | 0.010415 | 0.006411 | 0.018428 |
| 1.649011 | 0.010415 | 0.006585 | 0.018833 |
| 1.689231 | 0.010415 | 0.006759 | 0.019228 |
| 1.729451 | 0.010415 | 0.006933 | 0.019616 |
| 1.769670 | 0.010415 | 0.007107 | 0.019996 |
| 1.809890 | 0.010415 | 0.007280 | 0.020369 |
| 1.850110 | 0.010415 | 0.007454 | 0.020736 |
| 1.890330 | 0.010415 | 0.007628 | 0.021096 |
| 1.930549 | 0.010415 | 0.007802 | 0.021450 |
| 1.970769 | 0.010415 | 0.007976 | 0.021799 |
| 2.010989 | 0.010415 | 0.008150 | 0.022142 |
| 2.051209 | 0.010415 | 0.008324 | 0.022480 |
| 2.091429 | 0.010415 | 0.008497 | 0.022814 |
| 2.131648 | 0.010415 | 0.008671 | 0.023142 |
| 2.171868 | 0.010415 | 0.008845 | 0.023467 |
| 2.212088 | 0.010415 | 0.009019 | 0.023787 |
| 2.252308 | 0.010415 | 0.009193 | 0.024104 |
| 2.292527 | 0.010415 | 0.009367 | 0.024417 |
| 2.332747 | 0.010415 | 0.009540 | 0.024727 |
| 2.372967 | 0.010415 | 0.009714 | 0.025159 |
| 2.413187 | 0.010415 | 0.009888 | 0.025765 |
| 2.453407 | 0.010415 | 0.010062 | 0.026375 |
| 2.493626 | 0.010415 | 0.010236 | 0.027323 |
| 2.500000 | 0.010415 | 0.021553 | 0.027365 |

END FTABLE 7

FTABLE 6

30 6

| Time*** | Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Outflow2<br>(cfs) | outflow 3<br>(cfs) | Velocity<br>(ft/sec) | Travel |
|---------|---------------|-----------------|---------------------|-------------------|-------------------|--------------------|----------------------|--------|
|---------|---------------|-----------------|---------------------|-------------------|-------------------|--------------------|----------------------|--------|

(Minutes)\*\*\*

|          |          |          |          |          |          |          |  |  |
|----------|----------|----------|----------|----------|----------|----------|--|--|
| 0.000000 | 0.010415 | 0.000000 | 0.000000 | 0.000000 | 0.000000 | 0.000000 |  |  |
| 0.040220 | 0.010653 | 0.000424 | 0.000000 | 0.000000 | 0.053918 | 0.000000 |  |  |
| 0.080440 | 0.010893 | 0.000857 | 0.000000 | 0.000000 | 0.055326 | 0.000000 |  |  |
| 0.120659 | 0.011135 | 0.001300 | 0.000000 | 0.000000 | 0.056734 | 0.000000 |  |  |
| 0.160879 | 0.011381 | 0.001753 | 0.000000 | 0.000000 | 0.058142 | 0.000000 |  |  |
| 0.201099 | 0.011629 | 0.002215 | 0.000000 | 0.000000 | 0.059550 | 0.000000 |  |  |
| 0.241319 | 0.011879 | 0.002688 | 0.000000 | 0.000000 | 0.060958 | 0.000000 |  |  |
| 0.281538 | 0.012133 | 0.003171 | 0.000000 | 0.000000 | 0.062366 | 0.000000 |  |  |
| 0.321758 | 0.012389 | 0.003664 | 0.000000 | 0.000000 | 0.063774 | 0.000000 |  |  |
| 0.361978 | 0.012648 | 0.004168 | 0.000000 | 0.000000 | 0.065182 | 0.000000 |  |  |
| 0.402198 | 0.012909 | 0.004682 | 0.000000 | 0.000000 | 0.066590 | 0.000000 |  |  |
| 0.442418 | 0.013173 | 0.005206 | 0.000000 | 0.000000 | 0.067998 | 0.000000 |  |  |
| 0.482637 | 0.013440 | 0.005741 | 0.000000 | 0.000000 | 0.069406 | 0.000000 |  |  |
| 0.522857 | 0.013709 | 0.006287 | 0.000000 | 0.000000 | 0.070814 | 0.000000 |  |  |
| 0.563077 | 0.013981 | 0.006844 | 0.000000 | 0.000000 | 0.072222 | 0.000000 |  |  |
| 0.603297 | 0.014256 | 0.007412 | 0.000000 | 0.000000 | 0.073630 | 0.000000 |  |  |
| 0.643516 | 0.014534 | 0.007991 | 0.000000 | 0.000000 | 0.075038 | 0.000000 |  |  |
| 0.683736 | 0.014814 | 0.008581 | 0.000000 | 0.000000 | 0.076446 | 0.000000 |  |  |
| 0.723956 | 0.015096 | 0.009183 | 0.000000 | 0.000000 | 0.077854 | 0.000000 |  |  |
| 0.764176 | 0.015382 | 0.009796 | 0.000000 | 0.000000 | 0.079262 | 0.000000 |  |  |
| 0.804396 | 0.015670 | 0.010420 | 0.000000 | 0.000000 | 0.080670 | 0.000000 |  |  |
| 0.844615 | 0.015961 | 0.011056 | 0.000000 | 0.000000 | 0.082078 | 0.000000 |  |  |
| 0.884835 | 0.016254 | 0.011704 | 0.000000 | 0.000000 | 0.083486 | 0.000000 |  |  |
| 0.925055 | 0.016551 | 0.012364 | 0.000000 | 0.000000 | 0.084894 | 0.000000 |  |  |
| 0.965275 | 0.016849 | 0.013035 | 0.000000 | 0.000000 | 0.086302 | 0.000000 |  |  |
| 1.005495 | 0.017151 | 0.013719 | 0.008651 | 0.087710 | 0.000000 |          |  |  |
| 1.045714 | 0.017455 | 0.014415 | 0.207395 | 0.089118 | 0.000000 |          |  |  |
| 1.085934 | 0.017762 | 0.015123 | 0.534096 | 0.090526 | 0.000000 |          |  |  |
| 1.126154 | 0.018071 | 0.015844 | 0.948979 | 0.091934 | 0.000000 |          |  |  |
| 1.160000 | 0.018334 | 0.016460 | 1.434723 | 0.093119 | 0.000000 |          |  |  |

END FTABLE 6

FTABLE 9

64 4

| Time*** | Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Velocity<br>(ft/sec) | Travel Time***<br>(Minutes)*** |
|---------|---------------|-----------------|---------------------|-------------------|----------------------|--------------------------------|
|---------|---------------|-----------------|---------------------|-------------------|----------------------|--------------------------------|

|          |          |          |          |  |  |  |
|----------|----------|----------|----------|--|--|--|
| 0.000000 | 0.045665 | 0.000000 | 0.000000 |  |  |  |
| 0.040220 | 0.045665 | 0.000698 | 0.000000 |  |  |  |



|          |          |          |          |
|----------|----------|----------|----------|
| 0.080440 | 0.045665 | 0.001396 | 0.000000 |
| 0.120659 | 0.045665 | 0.002094 | 0.000000 |
| 0.160879 | 0.045665 | 0.002792 | 0.000000 |
| 0.201099 | 0.045665 | 0.003490 | 0.000000 |
| 0.241319 | 0.045665 | 0.004188 | 0.001488 |
| 0.281538 | 0.045665 | 0.004885 | 0.002145 |
| 0.321758 | 0.045665 | 0.005583 | 0.003026 |
| 0.361978 | 0.045665 | 0.006281 | 0.004155 |
| 0.402198 | 0.045665 | 0.006979 | 0.005551 |
| 0.442418 | 0.045665 | 0.007677 | 0.007233 |
| 0.482637 | 0.045665 | 0.008375 | 0.009219 |
| 0.522857 | 0.045665 | 0.009073 | 0.011525 |
| 0.563077 | 0.045665 | 0.009771 | 0.014168 |
| 0.603297 | 0.045665 | 0.010469 | 0.017161 |
| 0.643516 | 0.045665 | 0.011167 | 0.017675 |
| 0.683736 | 0.045665 | 0.011865 | 0.023792 |
| 0.723956 | 0.045665 | 0.012563 | 0.026273 |
| 0.764176 | 0.045665 | 0.013260 | 0.028388 |
| 0.804396 | 0.045665 | 0.013958 | 0.028576 |
| 0.844615 | 0.045665 | 0.014656 | 0.032634 |
| 0.884835 | 0.045665 | 0.015354 | 0.036220 |
| 0.925055 | 0.045665 | 0.016052 | 0.039467 |
| 0.965275 | 0.045665 | 0.016750 | 0.042456 |
| 1.005495 | 0.045665 | 0.017448 | 0.045241 |
| 1.045714 | 0.045665 | 0.018146 | 0.047858 |
| 1.085934 | 0.045665 | 0.018844 | 0.050334 |
| 1.126154 | 0.045665 | 0.019542 | 0.052691 |
| 1.166374 | 0.045665 | 0.020240 | 0.054944 |
| 1.206593 | 0.045665 | 0.020938 | 0.057105 |
| 1.246813 | 0.045665 | 0.021635 | 0.059186 |
| 1.287033 | 0.045665 | 0.022333 | 0.061194 |
| 1.327253 | 0.045665 | 0.023031 | 0.063138 |
| 1.367473 | 0.045665 | 0.023729 | 0.065022 |
| 1.407692 | 0.045665 | 0.024427 | 0.066852 |
| 1.447912 | 0.045665 | 0.025125 | 0.068633 |
| 1.488132 | 0.045665 | 0.025823 | 0.070368 |
| 1.528352 | 0.045665 | 0.026585 | 0.072060 |
| 1.568571 | 0.045665 | 0.027347 | 0.073714 |
| 1.608791 | 0.045665 | 0.028110 | 0.075331 |
| 1.649011 | 0.045665 | 0.028872 | 0.076914 |
| 1.689231 | 0.045665 | 0.029634 | 0.078465 |
| 1.729451 | 0.045665 | 0.030396 | 0.079985 |
| 1.769670 | 0.045665 | 0.031158 | 0.081478 |
| 1.809890 | 0.045665 | 0.031921 | 0.082944 |
| 1.850110 | 0.045665 | 0.032683 | 0.084384 |
| 1.890330 | 0.045665 | 0.033445 | 0.085801 |
| 1.930549 | 0.045665 | 0.034207 | 0.087195 |
| 1.970769 | 0.045665 | 0.034969 | 0.088568 |
| 2.010989 | 0.045665 | 0.035732 | 0.089921 |
| 2.051209 | 0.045665 | 0.036494 | 0.091254 |
| 2.091429 | 0.045665 | 0.037256 | 0.092569 |
| 2.131648 | 0.045665 | 0.038018 | 0.093867 |
| 2.171868 | 0.045665 | 0.038780 | 0.095149 |
| 2.212088 | 0.045665 | 0.039543 | 0.096415 |
| 2.252308 | 0.045665 | 0.040305 | 0.097668 |
| 2.292527 | 0.045665 | 0.041067 | 0.098907 |
| 2.332747 | 0.045665 | 0.041829 | 0.100135 |
| 2.372967 | 0.045665 | 0.042591 | 0.101353 |
| 2.413187 | 0.045665 | 0.043354 | 0.103060 |
| 2.453407 | 0.045665 | 0.044116 | 0.105498 |
| 2.493626 | 0.045665 | 0.044878 | 0.109290 |
| 2.500000 | 0.045665 | 0.094498 | 0.109462 |

END FTABLE 9

FTABLE 8

30 6

| Depth        | Area     | Volume    | Outflow1 | Outflow2 | outflow 3 | Velocity | Travel |
|--------------|----------|-----------|----------|----------|-----------|----------|--------|
| Time***      |          |           |          |          |           |          |        |
| (ft)         | (acres)  | (acre-ft) | (cfs)    | (cfs)    | (cfs)     | (ft/sec) |        |
| (Minutes)*** |          |           |          |          |           |          |        |
| 0.000000     | 0.045665 | 0.000000  | 0.000000 | 0.000000 | 0.000000  |          |        |

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| 0.040220 | 0.046160 | 0.001847 | 0.000000 | 0.236400 | 0.000000 |
| 0.080440 | 0.046658 | 0.003713 | 0.000000 | 0.242573 | 0.000000 |
| 0.120659 | 0.047159 | 0.005600 | 0.000000 | 0.248746 | 0.000000 |
| 0.160879 | 0.047663 | 0.007507 | 0.000000 | 0.254920 | 0.000000 |
| 0.201099 | 0.048169 | 0.009434 | 0.000000 | 0.261093 | 0.000000 |
| 0.241319 | 0.048678 | 0.011381 | 0.000000 | 0.267266 | 0.000000 |
| 0.281538 | 0.049189 | 0.013350 | 0.000000 | 0.273439 | 0.000000 |
| 0.321758 | 0.049704 | 0.015338 | 0.000000 | 0.279612 | 0.000000 |
| 0.361978 | 0.050221 | 0.017348 | 0.000000 | 0.285785 | 0.000000 |
| 0.402198 | 0.050740 | 0.019378 | 0.000000 | 0.291958 | 0.000000 |
| 0.442418 | 0.051262 | 0.021429 | 0.000000 | 0.298131 | 0.000000 |
| 0.482637 | 0.051787 | 0.023502 | 0.000000 | 0.304304 | 0.000000 |
| 0.522857 | 0.052315 | 0.025595 | 0.000000 | 0.310478 | 0.000000 |
| 0.563077 | 0.052845 | 0.027710 | 0.000000 | 0.316651 | 0.000000 |
| 0.603297 | 0.053378 | 0.029846 | 0.000000 | 0.322824 | 0.000000 |
| 0.643516 | 0.053914 | 0.032004 | 0.000000 | 0.328997 | 0.000000 |
| 0.683736 | 0.054452 | 0.034183 | 0.000000 | 0.335170 | 0.000000 |
| 0.723956 | 0.054993 | 0.036384 | 0.000000 | 0.341343 | 0.000000 |
| 0.764176 | 0.055536 | 0.038607 | 0.000000 | 0.347516 | 0.000000 |
| 0.804396 | 0.056083 | 0.040851 | 0.000000 | 0.353689 | 0.000000 |
| 0.844615 | 0.056632 | 0.043118 | 0.000000 | 0.359863 | 0.000000 |
| 0.884835 | 0.057183 | 0.045407 | 0.000000 | 0.366036 | 0.000000 |
| 0.925055 | 0.057738 | 0.047718 | 0.000000 | 0.372209 | 0.000000 |
| 0.965275 | 0.058295 | 0.050051 | 0.000000 | 0.378382 | 0.000000 |
| 1.005495 | 0.058854 | 0.052407 | 0.008651 | 0.384555 | 0.000000 |
| 1.045714 | 0.059417 | 0.054785 | 0.207395 | 0.390728 | 0.000000 |
| 1.085934 | 0.059982 | 0.057186 | 0.534096 | 0.396901 | 0.000000 |
| 1.126154 | 0.060549 | 0.059610 | 0.948979 | 0.403074 | 0.000000 |
| 1.160000 | 0.061029 | 0.061668 | 1.434723 | 0.408269 | 0.000000 |

END FTABLE 8

FTABLE 1

91 5

| Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Outflow2<br>(cfs) | Velocity<br>(ft/sec) | Travel Time***<br>(Minutes)*** |
|---------------|-----------------|---------------------|-------------------|-------------------|----------------------|--------------------------------|
| 0.000000      | 0.014784        | 0.000000            | 0.000000          | 0.000000          |                      |                                |
| 0.012111      | 0.014784        | 0.000090            | 0.000000          | 0.000745          |                      |                                |
| 0.024222      | 0.014784        | 0.000179            | 0.000000          | 0.000745          |                      |                                |
| 0.036333      | 0.014784        | 0.000269            | 0.000000          | 0.000745          |                      |                                |
| 0.048444      | 0.014784        | 0.000358            | 0.000000          | 0.000745          |                      |                                |
| 0.060556      | 0.014784        | 0.000448            | 0.000000          | 0.000745          |                      |                                |
| 0.072667      | 0.014784        | 0.000537            | 0.000000          | 0.000745          |                      |                                |
| 0.084778      | 0.014784        | 0.000627            | 0.000000          | 0.000745          |                      |                                |
| 0.096889      | 0.014784        | 0.000716            | 0.000000          | 0.000745          |                      |                                |
| 0.109000      | 0.014784        | 0.000806            | 0.000000          | 0.000745          |                      |                                |
| 0.121111      | 0.014784        | 0.000895            | 0.000000          | 0.000745          |                      |                                |
| 0.133222      | 0.014784        | 0.000985            | 0.000000          | 0.000745          |                      |                                |
| 0.145333      | 0.014784        | 0.001074            | 0.000000          | 0.000745          |                      |                                |
| 0.157444      | 0.014784        | 0.001164            | 0.000000          | 0.000745          |                      |                                |
| 0.169556      | 0.014784        | 0.001253            | 0.000000          | 0.000745          |                      |                                |
| 0.181667      | 0.014784        | 0.001343            | 0.000000          | 0.000745          |                      |                                |
| 0.193778      | 0.014784        | 0.001432            | 0.000000          | 0.000745          |                      |                                |
| 0.205889      | 0.014784        | 0.001522            | 0.000000          | 0.000745          |                      |                                |
| 0.218000      | 0.014784        | 0.001611            | 0.000000          | 0.000745          |                      |                                |
| 0.230111      | 0.014784        | 0.001701            | 0.000000          | 0.000745          |                      |                                |
| 0.242222      | 0.014784        | 0.001791            | 0.000000          | 0.000745          |                      |                                |
| 0.254333      | 0.014784        | 0.001880            | 0.000000          | 0.000745          |                      |                                |
| 0.266444      | 0.014784        | 0.001970            | 0.000000          | 0.000745          |                      |                                |
| 0.278556      | 0.014784        | 0.002059            | 0.000000          | 0.000745          |                      |                                |
| 0.290667      | 0.014784        | 0.002149            | 0.000000          | 0.000745          |                      |                                |
| 0.302778      | 0.014784        | 0.002238            | 0.000000          | 0.000745          |                      |                                |
| 0.314889      | 0.014784        | 0.002328            | 0.000000          | 0.000745          |                      |                                |
| 0.327000      | 0.014784        | 0.002417            | 0.000000          | 0.000745          |                      |                                |
| 0.339111      | 0.014784        | 0.002507            | 0.000000          | 0.000745          |                      |                                |
| 0.351222      | 0.014784        | 0.002596            | 0.000000          | 0.000745          |                      |                                |
| 0.363333      | 0.014784        | 0.002686            | 0.000000          | 0.000745          |                      |                                |
| 0.375444      | 0.014784        | 0.002775            | 0.000000          | 0.000745          |                      |                                |
| 0.387556      | 0.014784        | 0.002865            | 0.000000          | 0.000745          |                      |                                |
| 0.399667      | 0.014784        | 0.002954            | 0.000000          | 0.000745          |                      |                                |
| 0.411778      | 0.014784        | 0.003044            | 0.000000          | 0.000745          |                      |                                |
| 0.423889      | 0.014784        | 0.003133            | 0.000000          | 0.000745          |                      |                                |

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| 0.436000 | 0.014784 | 0.003223 | 0.000000 | 0.000745 |
| 0.448111 | 0.014784 | 0.003312 | 0.000000 | 0.000745 |
| 0.460222 | 0.014784 | 0.003402 | 0.000000 | 0.000745 |
| 0.472333 | 0.014784 | 0.003492 | 0.000000 | 0.000745 |
| 0.484444 | 0.014784 | 0.003581 | 0.000000 | 0.000745 |
| 0.496556 | 0.014784 | 0.003671 | 0.000000 | 0.000745 |
| 0.508667 | 0.014784 | 0.003760 | 0.000000 | 0.000745 |
| 0.520778 | 0.014784 | 0.003850 | 0.000000 | 0.000745 |
| 0.532889 | 0.014784 | 0.003939 | 0.000000 | 0.000745 |
| 0.545000 | 0.014784 | 0.004029 | 0.000000 | 0.000745 |
| 0.557111 | 0.014784 | 0.004118 | 0.000000 | 0.000745 |
| 0.569222 | 0.014784 | 0.004208 | 0.000000 | 0.000745 |
| 0.581333 | 0.014784 | 0.004297 | 0.000000 | 0.000745 |
| 0.593444 | 0.014784 | 0.004387 | 0.000000 | 0.000745 |
| 0.605556 | 0.014784 | 0.004476 | 0.000000 | 0.000745 |
| 0.617667 | 0.014784 | 0.004566 | 0.000000 | 0.000745 |
| 0.629778 | 0.014784 | 0.004655 | 0.000000 | 0.000745 |
| 0.641889 | 0.014784 | 0.004745 | 0.000000 | 0.000745 |
| 0.654000 | 0.014784 | 0.004834 | 0.000000 | 0.000745 |
| 0.666111 | 0.014784 | 0.004924 | 0.000000 | 0.000745 |
| 0.678222 | 0.014784 | 0.005013 | 0.000000 | 0.000745 |
| 0.690333 | 0.014784 | 0.005103 | 0.000000 | 0.000745 |
| 0.702444 | 0.014784 | 0.005193 | 0.000000 | 0.000745 |
| 0.714556 | 0.014784 | 0.005282 | 0.000000 | 0.000745 |
| 0.726667 | 0.014784 | 0.005372 | 0.000000 | 0.000745 |
| 0.738778 | 0.014784 | 0.005461 | 0.000000 | 0.000745 |
| 0.750889 | 0.014784 | 0.005551 | 0.000000 | 0.000745 |
| 0.763000 | 0.014784 | 0.005640 | 0.000000 | 0.000745 |
| 0.775111 | 0.014784 | 0.005730 | 0.000000 | 0.000745 |
| 0.787222 | 0.014784 | 0.005819 | 0.000000 | 0.000745 |
| 0.799333 | 0.014784 | 0.005909 | 0.000000 | 0.000745 |
| 0.811444 | 0.014784 | 0.005998 | 0.000000 | 0.000745 |
| 0.823556 | 0.014784 | 0.006088 | 0.000000 | 0.000745 |
| 0.835667 | 0.014784 | 0.006177 | 0.000000 | 0.000745 |
| 0.847778 | 0.014784 | 0.006267 | 0.000000 | 0.000745 |
| 0.859889 | 0.014784 | 0.006356 | 0.000000 | 0.000745 |
| 0.872000 | 0.014784 | 0.006446 | 0.000000 | 0.000745 |
| 0.884111 | 0.014784 | 0.006535 | 0.000000 | 0.000745 |
| 0.896222 | 0.014784 | 0.006625 | 0.000000 | 0.000745 |
| 0.908333 | 0.014784 | 0.006714 | 0.000000 | 0.000745 |
| 0.920444 | 0.014784 | 0.006804 | 0.000000 | 0.000745 |
| 0.932556 | 0.014784 | 0.006894 | 0.000000 | 0.000745 |
| 0.944667 | 0.014784 | 0.006983 | 0.000000 | 0.000745 |
| 0.956778 | 0.014784 | 0.007073 | 0.000000 | 0.000745 |
| 0.968889 | 0.014784 | 0.007162 | 0.000000 | 0.000745 |
| 0.981000 | 0.014784 | 0.007252 | 0.000000 | 0.000745 |
| 0.993111 | 0.014784 | 0.007341 | 0.000000 | 0.000745 |
| 1.005222 | 0.014784 | 0.007431 | 0.000000 | 0.000745 |
| 1.017333 | 0.014784 | 0.007520 | 0.000000 | 0.000745 |
| 1.029444 | 0.014784 | 0.007610 | 0.000000 | 0.000745 |
| 1.041556 | 0.014784 | 0.007699 | 0.000000 | 0.000745 |
| 1.053667 | 0.014784 | 0.007789 | 0.000000 | 0.000745 |
| 1.065778 | 0.014784 | 0.007878 | 0.000000 | 0.000745 |
| 1.077889 | 0.014784 | 0.007968 | 0.000000 | 0.000745 |
| 1.090000 | 0.014784 | 0.008057 | 0.000000 | 0.000745 |

END FTABLE 1  
 FTABLE 11

92 4

| Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Velocity<br>(ft/sec) | Travel Time***<br>(Minutes)*** |
|---------------|-----------------|---------------------|-------------------|----------------------|--------------------------------|
| 0.000000      | 0.128926        | 0.000000            | 0.000000          |                      |                                |
| 0.044444      | 0.128926        | 0.005730            | 0.002417          |                      |                                |
| 0.088889      | 0.128926        | 0.011460            | 0.003418          |                      |                                |
| 0.133333      | 0.128926        | 0.017190            | 0.004187          |                      |                                |
| 0.177778      | 0.128926        | 0.022920            | 0.004834          |                      |                                |
| 0.222222      | 0.128926        | 0.028650            | 0.005405          |                      |                                |
| 0.266667      | 0.128926        | 0.034380            | 0.005921          |                      |                                |
| 0.311111      | 0.128926        | 0.040110            | 0.006395          |                      |                                |
| 0.355556      | 0.128926        | 0.045840            | 0.006837          |                      |                                |
| 0.400000      | 0.128926        | 0.051570            | 0.007251          |                      |                                |

|          |          |          |          |
|----------|----------|----------|----------|
| 0.444444 | 0.128926 | 0.057300 | 0.007644 |
| 0.488889 | 0.128926 | 0.063030 | 0.008017 |
| 0.533333 | 0.128926 | 0.068760 | 0.008373 |
| 0.577778 | 0.128926 | 0.074490 | 0.008715 |
| 0.622222 | 0.128926 | 0.080220 | 0.009044 |
| 0.666667 | 0.128926 | 0.085950 | 0.009361 |
| 0.711111 | 0.128926 | 0.091680 | 0.009668 |
| 0.755556 | 0.128926 | 0.097410 | 0.009966 |
| 0.800000 | 0.128926 | 0.103140 | 0.010255 |
| 0.844444 | 0.128926 | 0.108871 | 0.010536 |
| 0.888889 | 0.128926 | 0.114601 | 0.010810 |
| 0.933333 | 0.128926 | 0.120331 | 0.011077 |
| 0.977778 | 0.128926 | 0.126061 | 0.011337 |
| 1.022222 | 0.128926 | 0.131791 | 0.011592 |
| 1.066667 | 0.128926 | 0.137521 | 0.011841 |
| 1.111111 | 0.128926 | 0.143251 | 0.012085 |
| 1.155556 | 0.128926 | 0.148981 | 0.012325 |
| 1.200000 | 0.128926 | 0.154711 | 0.012560 |
| 1.244444 | 0.128926 | 0.160441 | 0.012790 |
| 1.288889 | 0.128926 | 0.166171 | 0.013016 |
| 1.333333 | 0.128926 | 0.171901 | 0.013239 |
| 1.377778 | 0.128926 | 0.177631 | 0.013458 |
| 1.422222 | 0.128926 | 0.183361 | 0.013673 |
| 1.466667 | 0.128926 | 0.189091 | 0.013885 |
| 1.511111 | 0.128926 | 0.194821 | 0.014094 |
| 1.555556 | 0.128926 | 0.200551 | 0.014300 |
| 1.600000 | 0.128926 | 0.206281 | 0.014503 |
| 1.644444 | 0.128926 | 0.212011 | 0.014703 |
| 1.688889 | 0.128926 | 0.217741 | 0.014900 |
| 1.733333 | 0.128926 | 0.223471 | 0.015095 |
| 1.777778 | 0.128926 | 0.229201 | 0.015287 |
| 1.822222 | 0.128926 | 0.234931 | 0.015477 |
| 1.866667 | 0.128926 | 0.240661 | 0.015665 |
| 1.911111 | 0.128926 | 0.246391 | 0.015850 |
| 1.955556 | 0.128926 | 0.252121 | 0.016033 |
| 2.000000 | 0.128926 | 0.257851 | 0.016214 |
| 2.044444 | 0.128926 | 0.263581 | 0.016394 |
| 2.088889 | 0.128926 | 0.269311 | 0.016571 |
| 2.133333 | 0.128926 | 0.275041 | 0.016746 |
| 2.177778 | 0.128926 | 0.280771 | 0.016920 |
| 2.222222 | 0.128926 | 0.286501 | 0.017091 |
| 2.266667 | 0.128926 | 0.292231 | 0.017262 |
| 2.311111 | 0.128926 | 0.297961 | 0.017430 |
| 2.355556 | 0.128926 | 0.303691 | 0.017597 |
| 2.400000 | 0.128926 | 0.309421 | 0.017762 |
| 2.444444 | 0.128926 | 0.315152 | 0.017926 |
| 2.488889 | 0.128926 | 0.320882 | 0.018088 |
| 2.533333 | 0.128926 | 0.326612 | 0.018249 |
| 2.577778 | 0.128926 | 0.332342 | 0.018408 |
| 2.622222 | 0.128926 | 0.338072 | 0.018566 |
| 2.666667 | 0.128926 | 0.343802 | 0.018723 |
| 2.711111 | 0.128926 | 0.349532 | 0.018878 |
| 2.755556 | 0.128926 | 0.355262 | 0.019032 |
| 2.800000 | 0.128926 | 0.360992 | 0.019185 |
| 2.844444 | 0.128926 | 0.366722 | 0.019337 |
| 2.888889 | 0.128926 | 0.372452 | 0.019487 |
| 2.933333 | 0.128926 | 0.378182 | 0.019637 |
| 2.977778 | 0.128926 | 0.383912 | 0.019785 |
| 3.022222 | 0.128926 | 0.389642 | 0.019932 |
| 3.066667 | 0.128926 | 0.395372 | 0.020078 |
| 3.111111 | 0.128926 | 0.401102 | 0.020223 |
| 3.155556 | 0.128926 | 0.406832 | 0.020367 |
| 3.200000 | 0.128926 | 0.412562 | 0.020510 |
| 3.244444 | 0.128926 | 0.418292 | 0.020652 |
| 3.288889 | 0.128926 | 0.424022 | 0.020793 |
| 3.333333 | 0.128926 | 0.429752 | 0.020933 |
| 3.377778 | 0.128926 | 0.435482 | 0.021072 |
| 3.422222 | 0.128926 | 0.441212 | 0.021212 |
| 3.466667 | 0.128926 | 0.446942 | 0.021352 |
| 3.511111 | 0.128926 | 0.452672 | 0.021492 |

|          |          |          |          |
|----------|----------|----------|----------|
| 3.555556 | 0.128926 | 0.458402 | 0.437529 |
| 3.600000 | 0.128926 | 0.464132 | 0.731570 |
| 3.644444 | 0.128926 | 0.469862 | 1.098517 |
| 3.688889 | 0.128926 | 0.475592 | 1.521375 |
| 3.733333 | 0.128926 | 0.481322 | 1.986041 |
| 3.777778 | 0.128926 | 0.487052 | 2.478759 |
| 3.822222 | 0.128926 | 0.492782 | 2.985439 |
| 3.866667 | 0.128926 | 0.498512 | 3.491688 |
| 3.911111 | 0.128926 | 0.504242 | 3.983227 |
| 3.955556 | 0.128926 | 0.509972 | 4.446532 |
| 4.000000 | 0.128926 | 0.515702 | 4.869661 |
| 4.044444 | 0.128926 | 0.521433 | 5.243213 |

END FTABLE 11

FTABLE 10

92 4

| Depth<br>(ft) | Area<br>(acres) | Volume<br>(acre-ft) | Outflow1<br>(cfs) | Velocity<br>(ft/sec) | Travel Time***<br>(Minutes) *** |
|---------------|-----------------|---------------------|-------------------|----------------------|---------------------------------|
| 0.000000      | 0.044995        | 0.000000            | 0.000000          |                      |                                 |
| 0.044444      | 0.044995        | 0.002000            | 0.000805          |                      |                                 |
| 0.088889      | 0.044995        | 0.004000            | 0.001138          |                      |                                 |
| 0.133333      | 0.044995        | 0.005999            | 0.001393          |                      |                                 |
| 0.177778      | 0.044995        | 0.007999            | 0.001609          |                      |                                 |
| 0.222222      | 0.044995        | 0.009999            | 0.001799          |                      |                                 |
| 0.266667      | 0.044995        | 0.011999            | 0.001971          |                      |                                 |
| 0.311111      | 0.044995        | 0.013999            | 0.002129          |                      |                                 |
| 0.355556      | 0.044995        | 0.015998            | 0.002275          |                      |                                 |
| 0.400000      | 0.044995        | 0.017998            | 0.002414          |                      |                                 |
| 0.444444      | 0.044995        | 0.019998            | 0.002544          |                      |                                 |
| 0.488889      | 0.044995        | 0.021998            | 0.002668          |                      |                                 |
| 0.533333      | 0.044995        | 0.023998            | 0.002787          |                      |                                 |
| 0.577778      | 0.044995        | 0.025997            | 0.002901          |                      |                                 |
| 0.622222      | 0.044995        | 0.027997            | 0.003010          |                      |                                 |
| 0.666667      | 0.044995        | 0.029997            | 0.003116          |                      |                                 |
| 0.711111      | 0.044995        | 0.031997            | 0.003218          |                      |                                 |
| 0.755556      | 0.044995        | 0.033997            | 0.003317          |                      |                                 |
| 0.800000      | 0.044995        | 0.035996            | 0.003413          |                      |                                 |
| 0.844444      | 0.044995        | 0.037996            | 0.003507          |                      |                                 |
| 0.888889      | 0.044995        | 0.039996            | 0.003598          |                      |                                 |
| 0.933333      | 0.044995        | 0.041996            | 0.003687          |                      |                                 |
| 0.977778      | 0.044995        | 0.043996            | 0.003773          |                      |                                 |
| 1.022222      | 0.044995        | 0.045995            | 0.003858          |                      |                                 |
| 1.066667      | 0.044995        | 0.047995            | 0.003941          |                      |                                 |
| 1.111111      | 0.044995        | 0.049995            | 0.004023          |                      |                                 |
| 1.155556      | 0.044995        | 0.051995            | 0.004102          |                      |                                 |
| 1.200000      | 0.044995        | 0.053994            | 0.004180          |                      |                                 |
| 1.244444      | 0.044995        | 0.055994            | 0.004257          |                      |                                 |
| 1.288889      | 0.044995        | 0.057994            | 0.004332          |                      |                                 |
| 1.333333      | 0.044995        | 0.059994            | 0.004406          |                      |                                 |
| 1.377778      | 0.044995        | 0.061994            | 0.004479          |                      |                                 |
| 1.422222      | 0.044995        | 0.063993            | 0.004551          |                      |                                 |
| 1.466667      | 0.044995        | 0.065993            | 0.004622          |                      |                                 |
| 1.511111      | 0.044995        | 0.067993            | 0.004691          |                      |                                 |
| 1.555556      | 0.044995        | 0.069993            | 0.004760          |                      |                                 |
| 1.600000      | 0.044995        | 0.071993            | 0.004827          |                      |                                 |
| 1.644444      | 0.044995        | 0.073992            | 0.004894          |                      |                                 |
| 1.688889      | 0.044995        | 0.075992            | 0.004959          |                      |                                 |
| 1.733333      | 0.044995        | 0.077992            | 0.005024          |                      |                                 |
| 1.777778      | 0.044995        | 0.079992            | 0.005088          |                      |                                 |
| 1.822222      | 0.044995        | 0.081992            | 0.005151          |                      |                                 |
| 1.866667      | 0.044995        | 0.083991            | 0.005214          |                      |                                 |
| 1.911111      | 0.044995        | 0.085991            | 0.005276          |                      |                                 |
| 1.955556      | 0.044995        | 0.087991            | 0.005336          |                      |                                 |
| 2.000000      | 0.044995        | 0.089991            | 0.005397          |                      |                                 |
| 2.044444      | 0.044995        | 0.091991            | 0.005456          |                      |                                 |
| 2.088889      | 0.044995        | 0.093990            | 0.005515          |                      |                                 |
| 2.133333      | 0.044995        | 0.095990            | 0.005574          |                      |                                 |
| 2.177778      | 0.044995        | 0.097990            | 0.005632          |                      |                                 |
| 2.222222      | 0.044995        | 0.099990            | 0.005689          |                      |                                 |
| 2.266667      | 0.044995        | 0.101990            | 0.005745          |                      |                                 |
| 2.311111      | 0.044995        | 0.103989            | 0.005801          |                      |                                 |

|          |          |          |          |
|----------|----------|----------|----------|
| 2.355556 | 0.044995 | 0.105989 | 0.005857 |
| 2.400000 | 0.044995 | 0.107989 | 0.005912 |
| 2.444444 | 0.044995 | 0.109989 | 0.005966 |
| 2.488889 | 0.044995 | 0.111989 | 0.006020 |
| 2.533333 | 0.044995 | 0.113988 | 0.006074 |
| 2.577778 | 0.044995 | 0.115988 | 0.006127 |
| 2.622222 | 0.044995 | 0.117988 | 0.006180 |
| 2.666667 | 0.044995 | 0.119988 | 0.006232 |
| 2.711111 | 0.044995 | 0.121988 | 0.006283 |
| 2.755556 | 0.044995 | 0.123987 | 0.006335 |
| 2.800000 | 0.044995 | 0.125987 | 0.006386 |
| 2.844444 | 0.044995 | 0.127987 | 0.006436 |
| 2.888889 | 0.044995 | 0.129987 | 0.006486 |
| 2.933333 | 0.044995 | 0.131987 | 0.006536 |
| 2.977778 | 0.044995 | 0.133986 | 0.006585 |
| 3.022222 | 0.044995 | 0.135986 | 0.006634 |
| 3.066667 | 0.044995 | 0.137986 | 0.006683 |
| 3.111111 | 0.044995 | 0.139986 | 0.006731 |
| 3.155556 | 0.044995 | 0.141986 | 0.006779 |
| 3.200000 | 0.044995 | 0.143985 | 0.006826 |
| 3.244444 | 0.044995 | 0.145985 | 0.006874 |
| 3.288889 | 0.044995 | 0.147985 | 0.006921 |
| 3.333333 | 0.044995 | 0.149985 | 0.006967 |
| 3.377778 | 0.044995 | 0.151984 | 0.007014 |
| 3.422222 | 0.044995 | 0.153984 | 0.007792 |
| 3.466667 | 0.044995 | 0.155984 | 0.028594 |
| 3.511111 | 0.044995 | 0.157984 | 0.072226 |
| 3.555556 | 0.044995 | 0.159984 | 0.261890 |
| 3.600000 | 0.044995 | 0.161983 | 0.555841 |
| 3.644444 | 0.044995 | 0.163983 | 0.922699 |
| 3.688889 | 0.044995 | 0.165983 | 1.345468 |
| 3.733333 | 0.044995 | 0.167983 | 1.810046 |
| 3.777778 | 0.044995 | 0.169983 | 2.302676 |
| 3.822222 | 0.044995 | 0.171982 | 2.809269 |
| 3.866667 | 0.044995 | 0.173982 | 3.315432 |
| 3.911111 | 0.044995 | 0.175982 | 3.806884 |
| 3.955556 | 0.044995 | 0.177982 | 4.270104 |
| 4.000000 | 0.044995 | 0.179982 | 4.693147 |
| 4.044444 | 0.044995 | 0.181981 | 5.066614 |

END FTABLE 10

END FTABLES

EXT SOURCES

| <-Volume-> | <Member> | SsysSgap<--Mult-->Tran | <-Target               | vols>  | <-Grp> | <-Member-> | ***            |
|------------|----------|------------------------|------------------------|--------|--------|------------|----------------|
| <Name>     | #        | <Name> #               | tem strg<-factor->strg | <Name> | #      | #          | <Name> # # *** |
| WDM        | 2        | PREC                   | ENGL 1                 | PERLND | 1      | 999        | EXTNL PREC     |
| WDM        | 2        | PREC                   | ENGL 1                 | IMPLND | 1      | 999        | EXTNL PREC     |
| WDM        | 1        | EVAP                   | ENGL 1                 | PERLND | 1      | 999        | EXTNL PETINP   |
| WDM        | 1        | EVAP                   | ENGL 1                 | IMPLND | 1      | 999        | EXTNL PETINP   |
| WDM        | 22       | IRRG                   | ENGL 0.7               | SAME   | 45     |            | EXTNL SURLI    |
| WDM        | 2        | PREC                   | ENGL 1                 | RCHRES | 2      |            | EXTNL PREC     |
| WDM        | 2        | PREC                   | ENGL 1                 | RCHRES | 4      |            | EXTNL PREC     |
| WDM        | 2        | PREC                   | ENGL 1                 | RCHRES | 6      |            | EXTNL PREC     |
| WDM        | 2        | PREC                   | ENGL 1                 | RCHRES | 8      |            | EXTNL PREC     |
| WDM        | 1        | EVAP                   | ENGL 1                 | RCHRES | 1      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.5               | RCHRES | 2      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.7               | RCHRES | 3      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.5               | RCHRES | 4      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.7               | RCHRES | 5      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.5               | RCHRES | 6      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.7               | RCHRES | 7      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.5               | RCHRES | 8      |            | EXTNL POTEV    |
| WDM        | 1        | EVAP                   | ENGL 0.7               | RCHRES | 9      |            | EXTNL POTEV    |

END EXT SOURCES

EXT TARGETS

| <-Volume-> | <-Grp> | <-Member-><--Mult-->Tran | <-Volume->      | <Member> | Tsys | Tgap   | Amd      | ***       |
|------------|--------|--------------------------|-----------------|----------|------|--------|----------|-----------|
| <Name>     | #      | <Name> #                 | #<-factor->strg | <Name>   | #    | <Name> | tem strg | strg***   |
| RCHRES     | 11     | HYDR                     | RO 1 1          | 1        | WDM  | 1000   | FLOW     | ENGL REPL |

|        |     |        |       |   |   |      |     |      |      |      |      |
|--------|-----|--------|-------|---|---|------|-----|------|------|------|------|
| RCHRES | 11  | HYDR   | STAGE | 1 | 1 | 1    | WDM | 1001 | STAG | ENGL | REPL |
| COPY   | 1   | OUTPUT | MEAN  | 1 | 1 | 12.1 | WDM | 701  | FLOW | ENGL | REPL |
| COPY   | 501 | OUTPUT | MEAN  | 1 | 1 | 12.1 | WDM | 801  | FLOW | ENGL | REPL |
| RCHRES | 10  | HYDR   | RO    | 1 | 1 | 1    | WDM | 1008 | FLOW | ENGL | REPL |
| RCHRES | 10  | HYDR   | STAGE | 1 | 1 | 1    | WDM | 1009 | STAG | ENGL | REPL |

END EXT TARGETS

MASS-LINK

| <Volume>      | <-Grp> | <-Member-> | <--Mult-->  | <Target> | <-Grp> | <-Member->*** |
|---------------|--------|------------|-------------|----------|--------|---------------|
| <Name>        |        | <Name> #   | #<-factor-> | <Name>   |        | <Name> # #*** |
| MASS-LINK     |        | 2          |             |          |        |               |
| PERLND        | PWATER | SURO       | 0.083333    | RCHRES   | INFLOW | IVOL          |
| END MASS-LINK |        | 2          |             |          |        |               |
| MASS-LINK     |        | 3          |             |          |        |               |
| PERLND        | PWATER | IFWO       | 0.083333    | RCHRES   | INFLOW | IVOL          |
| END MASS-LINK |        | 3          |             |          |        |               |
| MASS-LINK     |        | 5          |             |          |        |               |
| IMPLND        | IWATER | SURO       | 0.083333    | RCHRES   | INFLOW | IVOL          |
| END MASS-LINK |        | 5          |             |          |        |               |
| MASS-LINK     |        | 6          |             |          |        |               |
| RCHRES        | ROFLOW |            |             | RCHRES   | INFLOW |               |
| END MASS-LINK |        | 6          |             |          |        |               |
| MASS-LINK     |        | 7          |             |          |        |               |
| RCHRES        | OFLOW  | OVOL 1     |             | RCHRES   | INFLOW | IVOL          |
| END MASS-LINK |        | 7          |             |          |        |               |
| MASS-LINK     |        | 8          |             |          |        |               |
| RCHRES        | OFLOW  | OVOL 2     |             | RCHRES   | INFLOW | IVOL          |
| END MASS-LINK |        | 8          |             |          |        |               |
| MASS-LINK     |        | 12         |             |          |        |               |
| PERLND        | PWATER | SURO       | 0.083333    | COPY     | INPUT  | MEAN          |
| END MASS-LINK |        | 12         |             |          |        |               |
| MASS-LINK     |        | 13         |             |          |        |               |
| PERLND        | PWATER | IFWO       | 0.083333    | COPY     | INPUT  | MEAN          |
| END MASS-LINK |        | 13         |             |          |        |               |
| MASS-LINK     |        | 15         |             |          |        |               |
| IMPLND        | IWATER | SURO       | 0.083333    | COPY     | INPUT  | MEAN          |
| END MASS-LINK |        | 15         |             |          |        |               |
| MASS-LINK     |        | 16         |             |          |        |               |
| RCHRES        | ROFLOW |            |             | COPY     | INPUT  | MEAN          |
| END MASS-LINK |        | 16         |             |          |        |               |
| MASS-LINK     |        | 17         |             |          |        |               |
| RCHRES        | OFLOW  | OVOL 1     |             | COPY     | INPUT  | MEAN          |
| END MASS-LINK |        | 17         |             |          |        |               |

END MASS-LINK

END RUN

*Predeveloped HSPF Message File*



*Mitigated HSPF Message File*

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# **APPENDIX I**

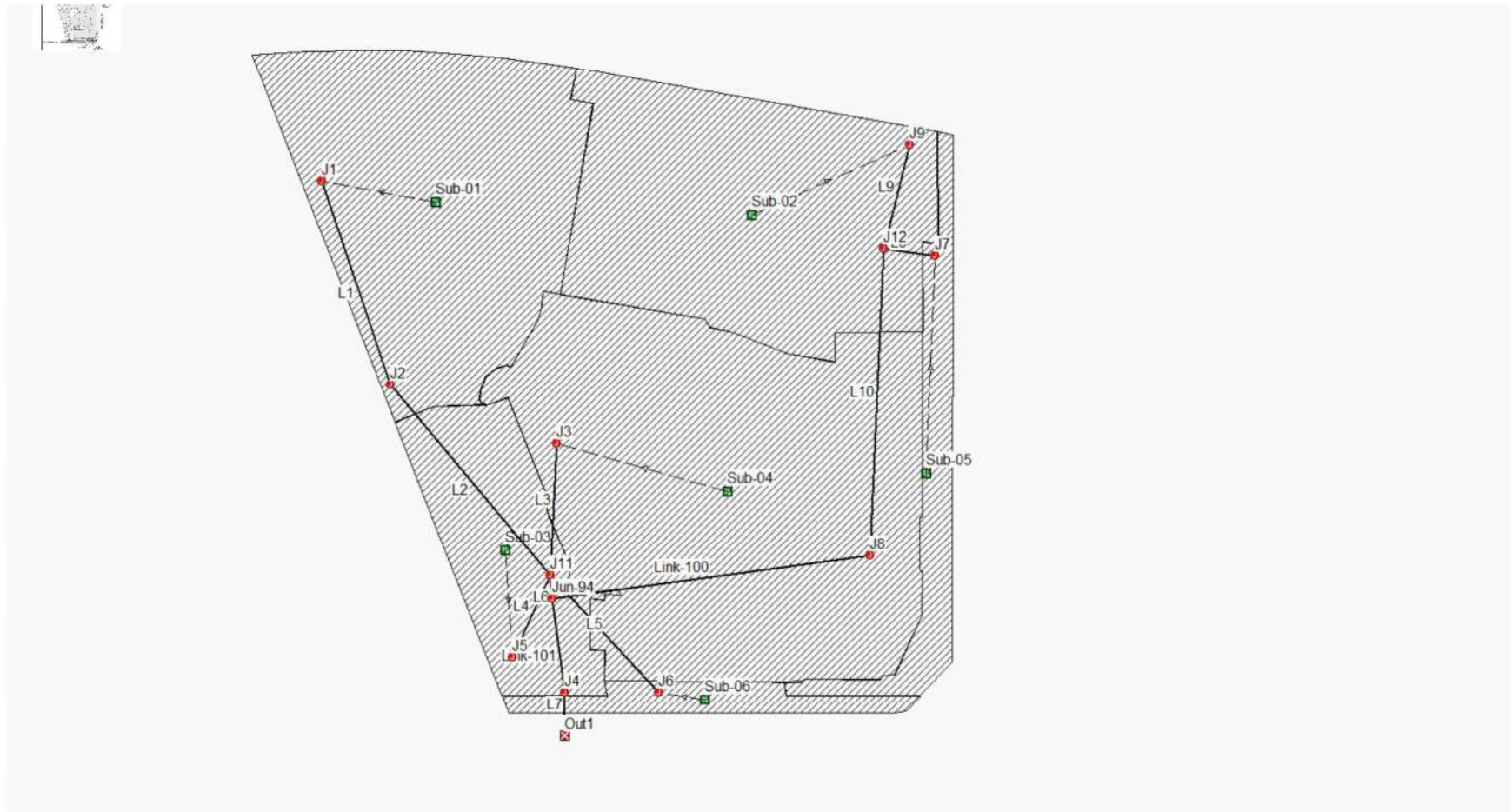
## City of Milpitas Storm Drain Block Map





# **APPENDIX J**

## Storm Drain Analysis Summary





\*\*\*\*\*

Project Description

\*\*\*\*\*

File Name ..... 2018-01-31 SD Impact SSA.SPF

\*\*\*\*\*

Analysis Options

\*\*\*\*\*

Flow Units ..... cfs  
 Subbasin Hydrograph Method. Rational  
 Time of Concentration..... User-Defined  
 Return Period..... 10 years  
 Link Routing Method ..... Kinematic Wave  
 Storage Node Exfiltration.. None  
 Starting Date ..... JAN-05-2018 00:00:00  
 Ending Date ..... JAN-06-2018 00:00:00  
 Report Time Step ..... 00:00:10

\*\*\*\*\*

Element Count

\*\*\*\*\*

Number of subbasins ..... 6  
 Number of nodes ..... 13  
 Number of links ..... 12

\*\*\*\*\*

Subbasin Summary

\*\*\*\*\*

| Subbasin | Total Area<br>acres |
|----------|---------------------|
| Sub-01   | 0.78                |
| Sub-02   | 0.76                |
| Sub-03   | 0.32                |
| Sub-04   | 1.23                |
| Sub-05   | 0.17                |
| Sub-06   | 0.09                |

\*\*\*\*\*

Node Summary

\*\*\*\*\*

| Node ID | Element Type | Invert Elevation<br>ft | Maximum Elev.<br>ft | Ponded Area<br>ft <sup>2</sup> | External Inflow |
|---------|--------------|------------------------|---------------------|--------------------------------|-----------------|
| J1      | JUNCTION     | 22.70                  | 26.82               | 0.00                           |                 |
| J11     | JUNCTION     | 19.41                  | 28.22               | 0.00                           |                 |
| J12     | JUNCTION     | 20.50                  | 27.75               | 0.00                           |                 |
| J2      | JUNCTION     | 20.80                  | 28.72               | 0.00                           |                 |
| J3      | JUNCTION     | 21.20                  | 28.22               | 0.00                           |                 |
| J4      | JUNCTION     | 19.03                  | 27.79               | 0.00                           |                 |
| J5      | JUNCTION     | 22.12                  | 27.21               | 0.00                           |                 |
| J6      | JUNCTION     | 23.63                  | 27.72               | 0.00                           |                 |
| J7      | JUNCTION     | 23.40                  | 27.89               | 0.00                           |                 |
| J8      | JUNCTION     | 20.09                  | 28.20               | 0.00                           |                 |
| J9      | JUNCTION     | 22.50                  | 26.66               | 0.00                           |                 |
| Jun-94  | JUNCTION     | 19.41                  | 28.13               | 0.00                           |                 |
| Out1    | OUTFALL      | 18.40                  | 19.90               | 0.00                           |                 |

\*\*\*\*\*

# Link Summary

\*\*\*\*\*

| Link ID  | From Node | To Node | Element Type | Length ft | Slope % | Manning's Roughness |
|----------|-----------|---------|--------------|-----------|---------|---------------------|
| L1       | J1        | J2      | CONDUIT      | 180.0     | 1.0556  | 0.0130              |
| L10      | J12       | J8      | CONDUIT      | 92.0      | 0.4457  | 0.0130              |
| L2       | J2        | J11     | CONDUIT      | 115.0     | 0.2609  | 0.0130              |
| L3       | J3        | J11     | CONDUIT      | 65.0      | 1.0769  | 0.0130              |
| L4       | J5        | J11     | CONDUIT      | 50.0      | 1.4400  | 0.0130              |
| L5       | J6        | J11     | CONDUIT      | 87.0      | 0.5057  | 0.0130              |
| L6       | J11       | Jun-94  | CONDUIT      | 4.0       | 1.2500  | 0.0130              |
| L7       | J4        | Out1    | CONDUIT      | 65.0      | 0.9692  | 0.0130              |
| L8       | J7        | J12     | CONDUIT      | 90.0      | 0.9222  | 0.0130              |
| L9       | J9        | J12     | CONDUIT      | 36.0      | 1.0000  | 0.0130              |
| Link-100 | J8        | Jun-94  | CONDUIT      | 150.0     | 0.4533  | 0.0150              |
| Link-101 | Jun-94    | J4      | CONDUIT      | 80.0      | 0.4750  | 0.0130              |

\*\*\*\*\*

# Cross Section Summary

\*\*\*\*\*

| Link Design ID Flow | Shape | Depth/<br>Diameter | Width | No. of<br>Barrels | Cross<br>Sectional<br>Area | Full Flow<br>Hydraulic<br>Radius |
|---------------------|-------|--------------------|-------|-------------------|----------------------------|----------------------------------|
| Capacity            |       | ft                 | ft    |                   | ft <sup>2</sup>            | ft                               |
| cfs                 |       |                    |       |                   |                            |                                  |

|          |          |      |      |   |      |      |
|----------|----------|------|------|---|------|------|
| L1       | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 3.66     |          |      |      |   |      |      |
| L10      | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 2.38     |          |      |      |   |      |      |
| L2       | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 1.82     |          |      |      |   |      |      |
| L3       | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 3.70     |          |      |      |   |      |      |
| L4       | CIRCULAR | 1.25 | 1.25 | 1 | 1.23 | 0.31 |
| 7.75     |          |      |      |   |      |      |
| L5       | CIRCULAR | 0.50 | 0.50 | 1 | 0.20 | 0.13 |
| 0.40     |          |      |      |   |      |      |
| L6       | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 3.98     |          |      |      |   |      |      |
| L7       | CIRCULAR | 1.50 | 1.50 | 1 | 1.77 | 0.38 |
| 10.34    |          |      |      |   |      |      |
| L8       | CIRCULAR | 0.50 | 0.50 | 1 | 0.20 | 0.13 |
| 0.54     |          |      |      |   |      |      |
| L9       | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 3.56     |          |      |      |   |      |      |
| Link-100 | CIRCULAR | 1.00 | 1.00 | 1 | 0.79 | 0.25 |
| 2.08     |          |      |      |   |      |      |
| Link-101 | CIRCULAR | 1.50 | 1.50 | 1 | 1.77 | 0.38 |
| 7.24     |          |      |      |   |      |      |

\*\*\*\*\*

Runoff Quantity Continuity

\*\*\*\*\*

Total Precipitation .....

Continuity Error (%) .....

Volume  
acre-ft

-----

0.091

0.276

Depth  
inches

-----

0.327



```

*****
Flow Routing Continuity      Volume      Volume
                             acre-ft      Mgallons
*****
External Inflow .....      0.000      0.000
External Outflow .....      0.065      0.021
Initial Stored Volume ....      0.000      0.000
Final Stored Volume .....      0.000      0.000
Continuity Error (%) .....      0.011

```

```

*****
Runoff Coefficient Computations Report
*****

```

```

-----
Subbasin Sub-01
-----

```

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 0.53            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.25            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 0.78            |               | 0.69             |

```

-----
Subbasin Sub-02
-----

```

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 0.59            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.17            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 0.76            |               | 0.74             |

```

-----
Subbasin Sub-03
-----

```

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 0.22            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.10            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 0.32            |               | 0.70             |

```

-----
Subbasin Sub-04
-----

```

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 1.06            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.16            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 1.23            |               | 0.79             |

```

-----
Subbasin Sub-05
-----

```

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 0.07            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.11            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 0.17            |               | 0.54             |

Subbasin Sub-06

| Soil/Surface Description                           | Area<br>(acres) | Soil<br>Group | Runoff<br>Coeff. |
|----------------------------------------------------|-----------------|---------------|------------------|
| Parking, less than 25 years                        | 0.05            | A (2-6%)      | 0.86             |
| Residential Lot Size 1/4 Acre, 25 years or greater | 0.04            | A (2-6%)      | 0.34             |
| Composite Area & Weighted Runoff Coeff.            | 0.09            |               | 0.64             |

\*\*\*\*\*  
Subbasin Runoff Summary  
\*\*\*\*\*

| Subbasin<br>ID | Accumulated<br>Precip<br>in | Rainfall<br>Intensity<br>in/hr | Total<br>Runoff<br>in | Peak<br>Runoff<br>cfs | Weighted<br>Runoff<br>Coeff | Time of<br>Concentration<br>days hh:mm:ss |
|----------------|-----------------------------|--------------------------------|-----------------------|-----------------------|-----------------------------|-------------------------------------------|
| Sub-01         | 0.33                        | 1.96                           | 0.23                  | 1.05                  | 0.690                       | 0 00:10:00                                |
| Sub-02         | 0.33                        | 1.96                           | 0.24                  | 1.10                  | 0.740                       | 0 00:10:00                                |
| Sub-03         | 0.33                        | 1.96                           | 0.23                  | 0.44                  | 0.700                       | 0 00:10:00                                |
| Sub-04         | 0.33                        | 1.96                           | 0.26                  | 1.90                  | 0.790                       | 0 00:10:00                                |
| Sub-05         | 0.33                        | 1.96                           | 0.18                  | 0.18                  | 0.540                       | 0 00:10:00                                |
| Sub-06         | 0.33                        | 1.96                           | 0.21                  | 0.11                  | 0.640                       | 0 00:10:00                                |

\*\*\*\*\*  
Node Depth Summary  
\*\*\*\*\*

| Node<br>ID | Average<br>Depth<br>Attained<br>ft | Maximum<br>Depth<br>Attained<br>ft | Maximum<br>HGL<br>Attained<br>ft | Time of Max<br>Occurrence<br>days hh:mm | Total<br>Flooded<br>Volume<br>acre-in | Total<br>Time<br>Flooded<br>minutes | Retention<br>Time<br>hh:mm:ss |
|------------|------------------------------------|------------------------------------|----------------------------------|-----------------------------------------|---------------------------------------|-------------------------------------|-------------------------------|
| J1         | 0.00                               | 0.37                               | 23.07                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J11        | 3.78                               | 3.96                               | 23.37                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J12        | 2.09                               | 2.47                               | 22.97                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J2         | 0.01                               | 0.54                               | 21.34                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J3         | 0.00                               | 0.51                               | 21.71                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J4         | 0.01                               | 0.86                               | 19.89                            | 0 00:11                                 | 0                                     | 0                                   | 0:00:00                       |
| J5         | 0.00                               | 0.20                               | 22.32                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J6         | 0.00                               | 0.18                               | 23.81                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J7         | 0.00                               | 0.20                               | 23.60                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J8         | 0.01                               | 0.56                               | 20.65                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| J9         | 0.45                               | 0.83                               | 23.33                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| Jun-94     | 1.05                               | 1.74                               | 21.15                            | 0 00:10                                 | 0                                     | 0                                   | 0:00:00                       |
| Out1       | 0.01                               | 0.69                               | 19.09                            | 0 00:11                                 | 0                                     | 0                                   | 0:00:00                       |

\*\*\*\*\*  
Node Flow Summary  
\*\*\*\*\*

| Node<br>ID | Element<br>Type | Maximum<br>Lateral<br>Inflow<br>cfs | Peak<br>Inflow<br>cfs | Time of<br>Peak Inflow<br>Occurrence<br>days hh:mm | Maximum<br>Flooding<br>Overflow<br>cfs | Time of Peak<br>Flooding<br>Occurrence<br>days hh:mm |
|------------|-----------------|-------------------------------------|-----------------------|----------------------------------------------------|----------------------------------------|------------------------------------------------------|
| J1         | JUNCTION        | 1.05                                | 1.05                  | 0 00:10                                            | 0.00                                   |                                                      |
| J11        | JUNCTION        | 0.00                                | 3.36                  | 0 00:10                                            | 0.00                                   |                                                      |
| J12        | JUNCTION        | 0.00                                | 1.27                  | 0 00:10                                            | 0.00                                   |                                                      |
| J2         | JUNCTION        | 0.00                                | 1.03                  | 0 00:10                                            | 0.00                                   |                                                      |
| J3         | JUNCTION        | 1.90                                | 1.90                  | 0 00:10                                            | 0.00                                   |                                                      |

|        |          |      |      |   |       |      |
|--------|----------|------|------|---|-------|------|
| J4     | JUNCTION | 0.00 | 4.53 | 0 | 00:11 | 0.00 |
| J5     | JUNCTION | 0.44 | 0.44 | 0 | 00:10 | 0.00 |
| J6     | JUNCTION | 0.11 | 0.11 | 0 | 00:10 | 0.00 |
| J7     | JUNCTION | 0.18 | 0.18 | 0 | 00:10 | 0.00 |
| J8     | JUNCTION | 0.00 | 1.26 | 0 | 00:10 | 0.00 |
| J9     | JUNCTION | 1.10 | 1.10 | 0 | 00:10 | 0.00 |
| Jun-94 | JUNCTION | 0.00 | 4.54 | 0 | 00:10 | 0.00 |
| Out1   | OUTFALL  | 0.00 | 4.53 | 0 | 00:11 | 0.00 |

\*\*\*\*\*  
 Outfall Loading Summary  
 \*\*\*\*\*

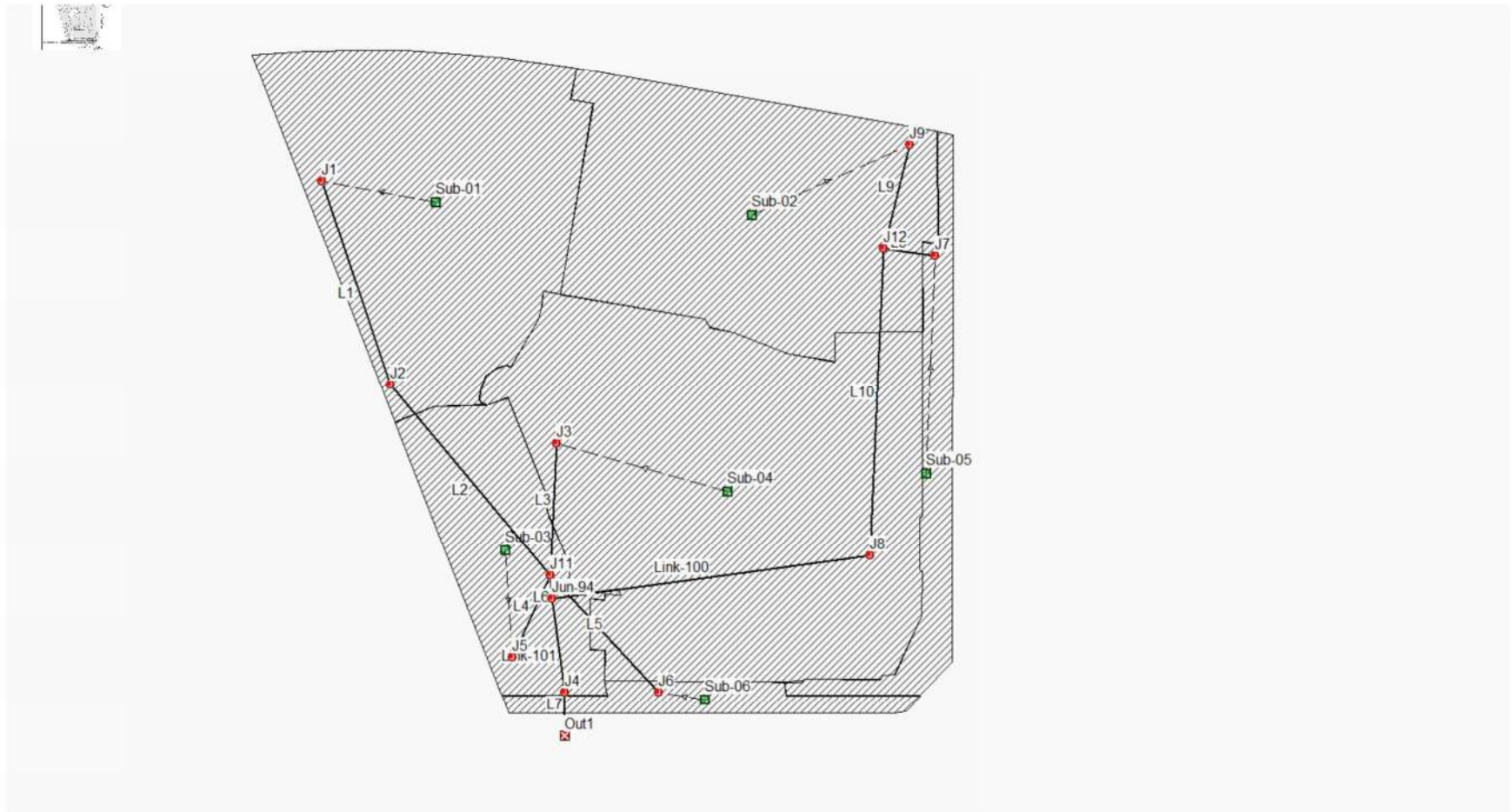
| Outfall Node ID | Flow<br>Frequency<br>(%) | Average<br>Flow<br>cfs | Peak<br>Inflow<br>cfs |
|-----------------|--------------------------|------------------------|-----------------------|
| Out1            | 2.64                     | 1.24                   | 4.53                  |
| System          | 2.64                     | 1.24                   | 4.53                  |

\*\*\*\*\*  
 Link Flow Summary  
 \*\*\*\*\*

| Link ID  | Ratio of<br>Total<br>Flow<br>Depth | Element<br>Reported<br>Type<br>Condition | Time of<br>Peak Flow<br>Occurrence<br>days hh:mm | Maximum<br>Velocity<br>Attained<br>ft/sec | Length<br>Factor | Peak Flow<br>during<br>Analysis<br>cfs | Design<br>Flow<br>Capacity<br>cfs | Ratio of<br>Maximum<br>/Design<br>Flow |
|----------|------------------------------------|------------------------------------------|--------------------------------------------------|-------------------------------------------|------------------|----------------------------------------|-----------------------------------|----------------------------------------|
| L1       |                                    | CONDUIT                                  | 0 00:10                                          | 6.00                                      | 1.00             | 1.03                                   | 3.66                              | 0.28                                   |
| 0.36     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L10      |                                    | CONDUIT                                  | 0 00:10                                          | 3.10                                      | 1.00             | 1.26                                   | 2.38                              | 0.53                                   |
| 0.52     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L2       |                                    | CONDUIT                                  | 0 00:11                                          | 2.42                                      | 1.00             | 1.02                                   | 1.82                              | 0.56                                   |
| 0.53     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L3       |                                    | CONDUIT                                  | 0 00:10                                          | 5.43                                      | 1.00             | 1.88                                   | 3.70                              | 0.51                                   |
| 0.51     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L4       |                                    | CONDUIT                                  | 0 00:10                                          | 3.94                                      | 1.00             | 0.43                                   | 7.75                              | 0.06                                   |
| 0.16     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L5       |                                    | CONDUIT                                  | 0 00:10                                          | 2.65                                      | 1.00             | 0.11                                   | 0.40                              | 0.27                                   |
| 0.35     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L6       |                                    | CONDUIT                                  | 0 00:10                                          | 5.68                                      | 1.00             | 3.36                                   | 3.98                              | 0.84                                   |
| 0.70     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L7       |                                    | CONDUIT                                  | 0 00:11                                          | 5.66                                      | 1.00             | 4.53                                   | 10.34                             | 0.44                                   |
| 0.46     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L8       |                                    | CONDUIT                                  | 0 00:10                                          | 3.55                                      | 1.00             | 0.18                                   | 0.54                              | 0.34                                   |
| 0.40     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| L9       |                                    | CONDUIT                                  | 0 00:10                                          | 4.13                                      | 1.00             | 1.09                                   | 3.56                              | 0.31                                   |
| 0.38     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| Link-100 |                                    | CONDUIT                                  | 0 00:11                                          | 2.81                                      | 1.00             | 1.24                                   | 2.08                              | 0.59                                   |
| 0.55     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |
| Link-101 |                                    | CONDUIT                                  | 0 00:11                                          | 4.34                                      | 1.00             | 4.53                                   | 7.24                              | 0.63                                   |
| 0.57     | 0                                  | Calculated                               |                                                  |                                           |                  |                                        |                                   |                                        |

```
*****  
Highest Flow Instability Indexes  
*****  
All links are stable.
```

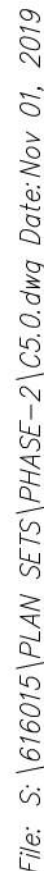
```
Analysis began on: Tue May 07 07:57:59 2019  
Analysis ended on: Tue May 07 07:58:01 2019  
Total elapsed time: 00:00:02
```



# **APPENDIX K**

## Utility Plan





**STORM DRAIN:** R.C.P., D.I.P., PVC SDR35; SEE SHEET NOTE 15 FOR LOCATIONS WHERE D.I.P. MUST BE INSTALLED. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**SANITARY SEWER:** PVC SDR 35, ABS/PVC COMPOSITE, D.I.P.; SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**WATER:** FOR PIPES LESS THAN 3" USE TYPE "K" COPPER OR PVC SDR 21. FOR PIPES GREATER THAN 3" USE D.I.P. OR PVC C900. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**GAS:** ASTM A53 SCHEDULE 40, BLACK STEEL. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.



- |                                                                                     |                                                                |                                                                                     |                        |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------|
|  | PHASE LINE                                                     |  | IRRIGATION WATER METER |
|  | FIRE WATER LINE                                                |  | DOMESTIC WATER METER   |
|  | DOMESTIC WATER LINE                                            |  | GAS VALVE              |
|  | SANITARY SEWER LINE                                            |  | GAS METER              |
|  | STORM DRAIN LINE                                               |  | ELECTRIC SPLICE BOX    |
|  | ELECTRICAL LINE                                                |  | COMMUNICATION VAULT    |
|  | GAS LINE                                                       |  | TRASH CONTAINER        |
|  | COMM LINE                                                      |                                                                                     |                        |
|  | BACKFLOW PREVENTOR                                             |                                                                                     |                        |
|  | REDUCED PRESSURE PRINCIPLE ASSEMBLY. SEE DETAIL 3, SHEET C6.1. |                                                                                     |                        |
|  | SINGLE CHECK VALVE. SEE DETAIL 2, SHEET C6.3.                  |                                                                                     |                        |
|  | FIRE HYDRANT, SEE DETAIL 6, SHEET C6.2.                        |                                                                                     |                        |
|  | POST INDICATOR VALVE, DETAIL 1, SHEET C6.1.                    |                                                                                     |                        |
|  | FIRE DEPART CONNECTION, DETAIL 1, SHEET C6.3.                  |                                                                                     |                        |
|  | WALTER VALVE                                                   |                                                                                     |                        |
|  | SANITARY SEWER CLEANOUT, DETAIL 4, SHEET C6.1.                 |                                                                                     |                        |
|  | SANITARY MANHOLE, DETAIL 6, SHEET C6.1.                        |                                                                                     |                        |
|  | STORM DRAIN CLEANOUT, DETAIL 4, SHEET C6.1.                    |                                                                                     |                        |
|  | STORM DRAIN MANHOLE, DETAIL 6, SHEET C6.1.                     |                                                                                     |                        |

1. ALL OFFSITE IMPROVEMENTS AND UTILITY WORK SHALL BE PERFORMED PER THE UTILITY PROVIDERS STANDARDS (CITY OF MILPITAS, SOUTH BAY WATER RECYCLING, PG&E, ETC.).
2. FIRE SERVICE WATER LINES ARE REQUIRED TO BE SUBMITTED UNDER A DEFERRED SUBMITTAL TO THE MILPITAS FIRE DEPARTMENT. SEE SHEET C0.01.
3. ALL SEWER LINES SHALL HAVE MIN 2% OF SLOPE.

- (1) PHASE 1 UTILITIES SHOWN FOR REFERENCE. (TYP.)
- (2) CONNECT TO EXISTING STUB FROM PHASE 1.
- (3) FIRE DEPARTMENT CONNECTION, POST INDICATOR VALVE, AND SINGLE CHECK VALVE FOR HOTEL BUILDING. SEE DETAIL 1 SHEET C6.1 FOR POST INDICATOR VALVE DETAIL 1. SEE DETAIL C6.6 FOR FIRE DEPARTMENT CONNECTION AND DETAIL 2 SHEET C6.3 FOR SINGLE CHECK ASSEMBLY.
- (4) CONNECT BUILDING SEWER TO PROPOSED GREASE INTERCEPTOR
- (5) PROPOSED GREASE INTERCEPTOR - TYPE & SIZE TO BE PROVIDED BY PROJECT MECHANICAL ENGINEER.
- (6) COMMERCIAL WETTED P-RAP WITH VENT PIPE CONNECTED TO TRASH ENCLOSURE. CONNECT TO EXISTING SEWER.
- (7) 750 GALLON SAND / OIL INTERCEPTOR. JENSEN MODEL 750EE-SO OR APPROVED EQUAL. SEE MEP PLANS FOR DETAILS.
- (8) PROPOSED STORM DRAIN CLEANOUT, SEE DETAIL 4 SHEET C6.1
- (9) TYPICAL STORM DRAIN OUTFALL INTO BIORETENTION AREA WITH RIP-RAP FOR ENERGY DISSIPATION. SEE DETAIL 3 SHEET C6.3.
- (10) PROPOSED PHASE 2 TRANSFORMER LOCATION.
- (11) DOMESTIC WATER AND IRRIGATION SERVICES INSTALLED WITH PHASE 1.
- (12) CONNECT PHASE ONE STUB AND RUN NEW IRRIGATION PIPE TO IRRIGATION CONTROLLER PROVIDED BY LANDSCAPE ARCHITECT.
- (13) CONNECT BUILDING SEWER FROM GARAGE TO SAND / OIL INTERCEPTOR.
- (14) PROPOSED FIRE HYDRANT, SEE DETAIL 6 SHEET C6.2
- (15) PROPOSED CATCH BASIN, SEE DETAIL 7 SHEET C6.1
- (16) CONNECT GAS TO EXISTING MAIN. SEE JOINT TRENCH PLANS.
- (17) STORM DRAIN CLEANOUT IN BIORETENTION AREA SHALL BE WATER TIGHT.
- (18) PHASE 1 DETENTION VAULT

 **SANDIS**

**CIVIL ENGINEERS  
SURVEYORS  
PLANNERS**

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Oakland, CA 94607  
P. 510.873.8866  
F. 510.873.8858  
[www.sandis.net](http://www.sandis.net)

**SILICON VALLEY TRI-VALLE  
CENTRAL VALLEY EAST BAY**

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DESIGN  
PARTNERSHIP,  
L.L.C.**

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Salt Lake City, Utah 84102  
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CITY  
CAPITAL, LLC**

**AC HOTEL SAN JOSE MILPITAS**  
521 ALDER DRIVE  
MILPITAS, CA. 95035

[illegible]



# **APPENDIX L**

City of Milpitas Engineering Guidelines XIII



### XIII. STORM WATER

The following guidelines address storm drain conveyance system design to protect against flooding, construction practices to prevent contamination of runoff, and design of permanent controls to provide long-term stormwater quality protection.

#### A. Storm Drain Design Criteria

1. Storm Drain: Show all storm drain lines necessary for the development, from point of interception of upstream drainage to point of adequate discharge. Show sizes, type of materials, catch basins, manhole & lateral locations and all profiles (slope, invert elevations, hydraulic grade lines and surface elevations).
2. All drainage studies shall be in accordance to City's Storm Master Plan. Pipes shall be sized to carry the 10-year discharge without surcharging the pipe. When downstream surcharge effects are included, upstream hydraulic grades shall be no higher than the top of curb elevation at any manholes and inlets. Hydraulic grade shall not exceed the street right-of-way at any location.
3. The Rational method  $Q = CIA$  may be used.

$Q$  is the flow rate in cfs.

$C$  is the runoff coefficient which represents the amount of rainfall occurring as runoff and is expressed as a value between from 0.0 to 1.0.

Typical Values of " $C$ ":

|                            |                         |
|----------------------------|-------------------------|
| Low density residential    | 0.40                    |
| Medium density residential | 0.50                    |
| High density residential   | 0.70                    |
| Commercial                 | 0.90                    |
| Industrial                 | 0.90                    |
| Park                       | 0.20                    |
| School                     | 0.30                    |
| Other                      | determined individually |

$I$  is the rainfall intensity in inches per hour.

Values of " $I$ " have been determined for the City of Milpitas

See A1 - [Rainfall Intensity Charts](#)

$A$  is the drainage area in acres.

4. The minimum and maximum velocities are 2 fps and 10 fps, respectively.  
where  $V = 1.486 / n \times R^{\text{raised to } 2/3} \times S^{\text{raised to } 1/2}$ .  
 $V$  is the velocity.  
 $n$  is coefficient of friction, Values of " $n$ " for RCP are taken as  $n = 0.013$   
 $R$  is the hydraulic radius.  
 $S$  is the slope.
5. Time of flow in gutters can be determined from the City of Milpitas Gutter Flow Table. See A2 - [Milpitas Gutter Flow Table](#).
6. Material  
Reinforced Concrete Pipe (RCP), Class III
7. Easements  
10 feet wide (minimum)  
(No trees or deep-rooted plants are permitted within the easement)
8. Normal Location  
5 feet toward centerline from face of curb, on the opposite side of the water line.
9. Manhole Spacing  
500 feet (maximum)
10. Catch Basin Spacing  
400 feet (maximum)  
Catch basins shall be spaced to provide for a maximum width of gutter flow not to exceed 8 feet from face of curb, for a 10-year flood or entrance capacity of inlet for a 10-year flood.
11. Cover over Pipe  
3 feet (minimum)
12. Mainline Pipe Size  
15" diameter (minimum)
13. Pipe Crossing Clearance

The minimum pipe crossing clearance with other utilities is one foot. Where the minimum clearance cannot be met, encasement or cap shall be designed by the developer's engineer and approved by the City Engineer.

14. Storm drains shall be constructed from the upstream properties through the development to a point of adequate discharge downstream.
15. Provide stubs for future extension of on-site development and public street extension.
16. Change of direction or size shall occur only at structures such as manholes.
17. Outfalls and other work within the SCVWD rights-of-way are subject to the approval and issuance of a permit by that agency.
18. Open ditches of a temporary nature may only be used if approved by the City Engineer.
19. See Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for special flood hazard zones.
20. Non-rainfall discharge requires approval from the appropriate agencies such as the Regional Water Quality Control Board.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                 |
|------------------------|-----------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Receive Monthly Report for Unhoused Services</b>             |
| <b>Category:</b>       | Consent Calendar-Community Development                          |
| <b>Meeting Date:</b>   | 8/5/2021                                                        |
| <b>Staff Contact:</b>  | Sharon Goei, Building Safety and Housing Director, 408-586-3260 |
| <b>Recommendation:</b> | Receive May 2021 report for unhoused services.                  |

### **Background:**

On November 10, 2020, the City Council approved and authorized staff to enter into an agreement for homeless outreach, assessment, and street-based case management services with Santa Clara County Office of Supportive Housing.

On December 1, 2020, the City Council directed staff to implement a six-month pilot mobile shower and laundry Dignity on Wheels program with WeHOPE.

On March 1, 2021, the County's Homeless Engagement and Access Team (HEAT), via Abode Services, began conducting outreach to engage and provide resources to the City's unhoused residents.

The nonprofit service provider, WeHOPE, began providing mobile shower and laundry services every Sunday starting March 21, 2021 on the site on Winsor Street, immediately south of the Milpitas Library.

At the March 2, 2021 City Council meeting, Councilmember Chua presented a sample monthly assessment progress report and requested staff provide a way to monitor progress in a similar manner.

March and April progress reports were presented at previous Council meetings. This report reflects the May 2021 progress for unhoused services.

### **Analysis:**

In May 2021, the HEAT Team continued to collaborate with City staff and County Office of Supportive Housing to conduct outreach in the City of Milpitas to engage and provide resources to the City's unhoused residents. For the residents enrolled and assessed in previous months, the Team continued to coordinate care and maintain supportive contact. The Team continued to coordinate engagement at various sites and allocate concentrated efforts revisiting sites in order to build trust and rapport among the unhoused clients and to support the clients in accessing resources. The Team coordinated with the County Office of Supportive Housing to locate and identify assessed clients, and supported these clients in completing housing readiness tasks. The Team also supported new clients in obtaining appropriate community resources and mental health services. The HEAT Team continued to evaluate need, monitor welfare, and maintain supportive contact with all active enrolled clients as needed.

During the month of May, the HEAT Team enrolled 11 clients and completed 11 assessments. Adding to 39 clients enrolled and 38 assessed since services began in March, this makes a total of 50 clients enrolled and 49 clients assessed. For the unhoused individuals that did not provide identifying information for the Team to enroll or assess, the Team provided basic needs items and community resources. See Attachment B for the HEAT Team May 2021 report.

As noted in the March report for unhoused services, the HEAT Team began conducting outreach to unhoused residents in various areas across the City on March 1, 2021. The HEAT Team received encampment locations from the Milpitas Police Department on March 25, 2021. The Team started to conduct outreach to these locations beginning in April. Due to the initiation of outreach to a variety of locations across the City, the HEAT Team needed some time to align the location and client information. As noted in the March report, the list of unhoused count and locations may change in subsequent months.

The unhoused count of 64 provided at the time of the March report were of unhoused persons predominantly located in areas identified by the Milpitas Police Department. Although the HEAT Team had connected with 20 unhoused residents at outreach locations where contact was made in a non-encampment setting, the March report listed, but did not include, these residents in the unhoused count because the HEAT Team needed time to check whether these individuals were duplicated in the unhoused count from the Police Department. After the HEAT Team continued outreach activities in the following months, these unhoused residents appeared to be unduplicated individuals. Since some unhoused residents at locations listed by the Police Department have not provided identifying information to the HEAT Team, it is based on the HEAT Team's estimate that the unhoused residents at outreach locations were unduplicated individuals. The HEAT Team's estimated unhoused count in March is approximately in the 80s in terms of the Team's activities at encampment and outreach locations.

Since the HEAT Team has been conducting proactive outreach throughout Milpitas, they have been able to locate and connect with unhoused residents both at known and new locations. In April and May, the HEAT Team connected with 6 new unhoused residents each month, or a total of 12 unhoused residents.

It is important to note that the unhoused count is based on the HEAT Team's activities. It is not static and is approximate as some individuals have not provided identifying information to the HEAT Team. Unhoused individuals also move from location to location. The goal of the HEAT Team is to engage with, enroll, and/or assess as many unhoused residents as they can in order to provide the unhoused with resources and connect them with services. The measures of HEAT Team contact, enrolled, and assessed clients reflect the HEAT Team's outreach, assessment, and street-based case management services to assist the Milpitas unhoused community.

The mobile shower and laundry program, after its launch on March 21, 2021, continued seeing high usage by the Milpitas community. During the month of May, WeHOPE provided five sessions to the unhoused community, providing a total of 63 showers and 37 loads of laundry, serving 29 individuals. See Attachment C for the WeHOPE Dignity on Wheels May 2021 report. The six-month pilot program is slated to end in September at which time staff will bring forward a report on the pilot and seek Council direction on whether to continue the pilot and associated funding. Since several events are planned for the current location as part of the Main Street revitalization efforts, staff will evaluate alternate locations and bring forward for Council consideration, if Council direction is to continue the pilot.

In addition to working closely with the above service providers, City departments continued to collaborate in providing assistance to the unhoused residents as well as addressing the health and safety of the community. As an example, 68% of all referrals to the HEAT Team have been provided through the City's internal referral process. This process has reduced internal messaging and maximized the HEAT Team's ability to quickly respond to requests for assessments and to provide updates to City staff. For a summary of the various activities and services for Milpitas unhoused residents as described above, refer to Attachment A for the May 2021 report for unhoused services.

**Fiscal Impact:**

There is no fiscal impact to the City budget other than staff time related to this item.

**California Environmental Quality Act:**

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

**Recommendation:**

Receive May 2021 report for unhoused services.

**Attachments:**

1. May 2021 report for unhoused services
2. HEAT Team May 2021 report
3. WeHOPE Dignity on Wheels May 2021 report



| MAY 2021 REPORT FOR UNHOUSED SERVICES |                                                                      |                                                   |                                                       |                |              |               |                  |                      |                  |                      |                |             |       |
|---------------------------------------|----------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------------|----------------|--------------|---------------|------------------|----------------------|------------------|----------------------|----------------|-------------|-------|
| Outreach Location                     |                                                                      | Type                                              | Jurisdiction                                          | Unhoused Count | Date Counted | Date Referred | Clients Enrolled | Date Enrolled        | Clients Assessed | Date Assessed        | Clients Housed | Date Housed | Notes |
| 1                                     | Hillview Bridge                                                      | Encampment                                        | Valley Water                                          |                |              | 2/26/2021     |                  |                      |                  |                      |                |             |       |
| 2                                     | Topaz Street 1                                                       | Encampment                                        | City                                                  |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 3                                     | Serra Center                                                         | Encampment                                        | Private Property                                      |                |              | 3/26/2021     |                  |                      |                  |                      |                |             |       |
| 4                                     | Ocean Supermarket                                                    | Encampment                                        | Private Property                                      |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 5                                     | Dixon Road 1                                                         | Encampment                                        | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 6                                     | Dixon Road 2                                                         | RV Vehicles                                       | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 7                                     | Calaveras Blvd Overpass                                              | Encampment                                        | City                                                  |                |              | 3/19/2021     |                  |                      |                  |                      |                |             |       |
| 8                                     | Dempsey Road 1                                                       | Encampment                                        | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 9                                     | Sinclair Frontage Road                                               | Encampment                                        | Union Pacific Railroad                                |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 10                                    | Yosemite Business Park                                               | Encampment                                        | Private Property                                      | 1              | 5/18/2021    | 3/25/2021     | 4                | 5/18/2021, 5/25/2021 | 4                | 5/18/2021, 5/25/2021 |                |             |       |
| 11                                    | Gibraltar Court                                                      | Trailers                                          | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 12                                    | Topaz Street 2                                                       | Encampment                                        | City                                                  |                |              | 3/25/2021     | 1                | 5/12/2021            | 1                | 5/12/2021            |                |             |       |
| 13                                    | Railroad Court                                                       | Camp/Trailers                                     | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 14                                    | Abel Plaza                                                           | Encampment                                        | Private Property                                      |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 15                                    | S. Main Street                                                       | Encampment                                        | City                                                  |                |              | 3/25/2021     | 1                | 5/12/2021            | 1                | 5/12/2021            |                |             |       |
| 16                                    | S. Abbott Avenue                                                     | Encampment                                        | City (if on street) or County (if on County property) |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 17                                    | W Calaveras Blvd                                                     | Encampment                                        | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 18                                    | Ethyl Court                                                          | Camp/Cars                                         | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 19                                    | Hammond Way                                                          | Cars/Trailers                                     | City                                                  |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 20                                    | Coyote Creek Trail 1                                                 | Encampment                                        | Valley Water                                          |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 21                                    | Coyote Creek Trail 2                                                 | Encampment                                        | Valley Water                                          |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 22                                    | Coyote Creek Trail 3                                                 | Encampment                                        | Valley Water                                          |                |              | 3/25/2021     |                  |                      |                  |                      |                |             |       |
| 23                                    | Calaveras Plaza Shopping Center                                      | Outreach (contact made in non-encampment setting) | N/A                                                   | 1              | 5/6/2021     | N/A           | 1                | 5/6/2021             | 1                | 5/6/2021             |                |             |       |
| 24                                    | Dignity on Wheels Mobile Shower and Laundry                          | Outreach (contact made in non-encampment setting) | N/A                                                   | 1              | 5/16/2021    | N/A           | 1                | 5/16/2021            | 1                | 5/16/2021            |                |             |       |
| 25                                    | Dixon Landing Shopping Center                                        | Outreach (contact made in non-encampment setting) | N/A                                                   |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 26                                    | Great Mall                                                           | Outreach (contact made in non-encampment setting) | N/A                                                   |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 27                                    | Milpitas Library                                                     | Encampment                                        | City                                                  |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 28                                    | Main Street                                                          | Outreach (contact made in non-encampment setting) | N/A                                                   |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 29                                    | Other (Street, Panhandle, Vehicle Dweller, or Unidentified Location) | Outreach (contact made in non-encampment setting) | N/A                                                   |                |              | N/A           |                  |                      |                  |                      |                |             |       |
| 30                                    | Dempsey Road 2                                                       | Encampment                                        | Private Property                                      | 1              | 5/5/2021     | N/A           | 1                | 5/5/2021             | 1                | 5/5/2021             |                |             |       |
| 31                                    | Serra Center                                                         | Outreach (contact made in non-encampment setting) | N/A                                                   | 1              | 5/25/2021    | N/A           | 1                | 5/25/2021            | 1                | 5/25/2021            |                |             |       |
| 32                                    | E. Calaveras Blvd                                                    | Outreach (contact made in non-encampment setting) | N/A                                                   | 1              | 5/26/2021    | N/A           | 1                | 5/26/2021            | 1                | 5/26/2021            |                |             |       |
|                                       |                                                                      |                                                   | Total                                                 | 6              |              |               | 11               |                      | 11               |                      |                |             |       |

| WeHOPE Dignity on Wheels<br>Mobile Shower and Laundry | Session Location | Service Dates                                       | Number of Sessions | Total Unduplicated Individuals Served | Showers Provided | Loads of Laundry Provided |
|-------------------------------------------------------|------------------|-----------------------------------------------------|--------------------|---------------------------------------|------------------|---------------------------|
|                                                       | Milpitas Library | 5/2/2021, 5/9/2021, 5/16/2021, 5/23/2021, 5/30/2021 | 5                  | 29                                    | 63               | 37                        |

Santa Clara County Office of Supportive Housing  
 Abode Services  
 Milpitas HEAT Team  
 May 2021 Report

In May, Abode's HEAT outreach team coordinated outreach services in the City of Milpitas, as a collaborative effort between the City of Milpitas, the Office of Supportive Housing, and community advocates. With regard to coordination of care for the Milpitas unhoused, the team continued collaborative efforts with the Office of Supportive Housing to locate and identify assessed clients that were selected for potential housing opportunities through the SCC coordinated assessment process in April. The team supported these clients in completing housing readiness tasks required for permanent housing acquisition, as well as, supported new clients in obtaining appropriate community resources and mental health services. Throughout the month of May, the team continued to evaluate need, monitor the welfare, and maintain supportive contact with all active enrollments as needed.

Abode's HEAT team has enrolled 11 clients and completed 11 assessments during the month of May, as well as, provided basic needs items and community resources to 9 additional unhoused individuals who did not provide enough identifying information for the team to enroll or assess. The team made a total of 20 outreach contacts during May. In addition, the HEAT outreach team supported the Dignity on Wheels team by administering Vi-SPDAT assessments, facilitating shelter linkages, as well as, providing other basic needs items (food, clothing, and transportation needs) to the unhoused individuals participating in the scheduled Sunday event on 5/16/2021.

Since March 25, the team has been deployed to various encampment locations throughout Milpitas, as listed on the encampment map provided by the Milpitas Police Department and continued to conduct outreach engagement efforts. Throughout May, the team concentrated efforts revisiting various sites in order to foster necessary rapport and earn trust amongst the various homeless communities, as well as, addressing ongoing community concerns, mitigating the natural consequences of scheduled abatements, and supporting the encampment members in accessing and enlisting in appropriate community resources.

The team has continued to track encampment and/ or contact locations where they have provided outreach support within the city. The following table reflects the number of outreach contacts, the total number of unhoused enrolled into the SCC HEAT program, as well as the number of VI-SPDAT assessments administered:

Milpitas HEAT Contact, Enrolled, Assessed Clients: May 2021

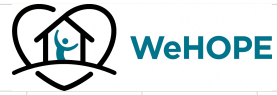
| Outreach Location                           | Outreach Contact | Enrolled | Assessments |
|---------------------------------------------|------------------|----------|-------------|
| <b>Milpitas Encampment- Dempsey</b>         | <b>1</b>         | <b>1</b> | <b>1</b>    |
| 5/5/2021                                    | 1                | 1        | 1           |
| <b>Milpitas Encampment- Calaveras 3</b>     | <b>1</b>         | <b>0</b> | <b>0</b>    |
| 5/5/2021                                    | 1                | 0        | 0           |
| <b>Milpitas Encampment- Coyote Creek 16</b> | <b>1</b>         | <b>0</b> | <b>0</b>    |
| 5/5/2021                                    | 1                | 0        | 0           |
| <b>Milpitas Encampment- Topaz Street 8</b>  | <b>2</b>         | <b>1</b> | <b>1</b>    |



|                                                           |           |           |           |
|-----------------------------------------------------------|-----------|-----------|-----------|
| 5/12/2021                                                 | 1         | 1         | 1         |
| 5/13/2021                                                 | 1         | 0         | 0         |
| <b>Milpitas Encampment- Main Street 11</b>                | <b>1</b>  | <b>1</b>  | <b>1</b>  |
| 5/12/2021                                                 | 1         | 1         | 1         |
| <b>Milpitas Outreach - Baymont</b>                        | <b>1</b>  | <b>0</b>  | <b>0</b>  |
| 5/13/2021                                                 | 1         | 0         | 0         |
| <b>Milpitas Outreach- Dignity on Wheels</b>               | <b>3</b>  | <b>1</b>  | <b>1</b>  |
| 5/16/2021                                                 | 3         | 1         | 1         |
| <b>Milpitas Outreach- Starlite Park</b>                   | <b>1</b>  | <b>0</b>  | <b>0</b>  |
| 5/18/2021                                                 | 1         | 0         | 0         |
| <b>Milpitas Encampment- Yosemite 6</b>                    | <b>4</b>  | <b>4</b>  | <b>4</b>  |
| 5/18/2021                                                 | 3         | 3         | 3         |
| 5/25/2021                                                 | 1         | 1         | 1         |
| <b>Milpitas Outreach- Serra Center 13</b>                 | <b>1</b>  | <b>1</b>  | <b>1</b>  |
| 5/25/2021                                                 | 1         | 1         | 1         |
| <b>Milpitas Outreach- S. Abbott Ave</b>                   | <b>1</b>  | <b>0</b>  | <b>0</b>  |
| 5/18/2021                                                 | 1         | 0         | 0         |
| <b>Milpitas Outreach- Calaveras Plaza Shopping Center</b> | <b>2</b>  | <b>1</b>  | <b>1</b>  |
| 5/6/2021                                                  | 1         | 1         | 1         |
| 5/26/2021                                                 | 1         | 0         | 0         |
| <b>Milpitas Outreach-East Calaveras (Vehicle Dweller)</b> | <b>1</b>  | <b>1</b>  | <b>1</b>  |
| 5/26/2021                                                 | 1         | 1         | 1         |
| <b>Grand Total</b>                                        | <b>20</b> | <b>11</b> | <b>11</b> |

*Milpitas Outreach= Contact made with client in non-encampment setting*

*Milpitas Encampment= Contact made at a location where a tent and/or other structures are used as shelter*



|                              |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|------------------------------|--------|---------------------------------------------------------------|------------------------|--------------------------------------------|------------------------------------------------------------|---------------------------------|------------------------------|-------------------------------|-----------------------------------------|----------------------------------------------------|----------------|----------------------------|---------------------------------|-----------------|----------------------------|
| Reporting Period             |        | Total unduplicated individuals served during reporting period |                        |                                            | Total unduplicated individuals served during contract term |                                 |                              | Total Field Visits this month |                                         |                                                    |                |                            |                                 |                 |                            |
| 5/1/2021-5/31/2021           |        | 29                                                            |                        |                                            | 45                                                         |                                 |                              | 64                            |                                         |                                                    |                |                            |                                 |                 |                            |
| Age (for Field Visits)       |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
| Session Locations            |        | Service Date(s)<br>Sundays Only                               | Hours                  | Unduplicated<br>Individuals at<br>Sessions | Showers<br>Provided                                        | Loads of<br>Laundry<br>Provided | >19                          | 20-29                         | 30-39                                   | 40-49                                              | 50-59          | 60-69                      | 70-79                           | 80+             | Doesn't Know<br>or Refused |
| TOTALS FOR MONTH             |        |                                                               | 20                     | 29                                         | 63                                                         | 37                              | 0                            | 0                             | 12                                      | 25                                                 | 15             | 12                         | 0                               | 0               | 0                          |
|                              |        | 5/2/2021                                                      |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        | 5/9/2021                                                      |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        | 5/16/2021                                                     |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        | 5/23/2021                                                     |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        | 5/30/2021                                                     |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
| Ethnicity (for Field Visits) |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
| Gender (unduplicated)        |        |                                                               |                        |                                            |                                                            | Race (for Field Visits)         |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
| Male                         | Female | Trans Female<br>(M to F)                                      | Trans Male (F<br>to M) | Gender Non-<br>Conforming                  | Doesn't Know<br>or Refused                                 | White                           | Black of African<br>American | Asian                         | American<br>Indian or<br>Alaskan Native | Native<br>Hawaiian or<br>Other Pacific<br>Islander | Multiple Races | Doesn't Know<br>or Refused | Non-<br>Hispanic/Non-<br>Latino | Hispanic/Latino | Doesn't Know<br>or Refused |
| 22                           | 7      | 0                                                             | 0                      | 0                                          | 0                                                          | 7                               | 2                            | 15                            | 6                                       | 0                                                  | 7              | 27                         | 15                              | 8               | 41                         |
|                              |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |
|                              |        |                                                               |                        |                                            |                                                            |                                 |                              |                               |                                         |                                                    |                |                            |                                 |                 |                            |



## CITY OF MILPITAS AGENDA REPORT (AR)

|                               |                                                                                                |
|-------------------------------|------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Accept the FY 2021 Citizens' Option for Public Safety (COPS) Grant</b>                      |
| <b>Category:</b>              | Consent Calendar-Public Safety                                                                 |
| <b>Meeting Date:</b>          | 8/5/2021                                                                                       |
| <b>Staff Contact:</b>         | <b>Jared Hernandez, Acting Chief of Police, 408-586-2402</b>                                   |
| <b><u>Recommendation:</u></b> | Accept the FY 2021 Citizens' Option for Public Safety (COPS) Grant in the amount of \$118,429. |

### **Background:**

The Citizens' Option for Public Safety (COPS) program was originally adopted in Assembly Bill 3229 (Brulte) 1996 with funding from the state general fund. The COPS grant program provides funding for front-line law enforcement (municipal police, county sheriffs, and police protection districts); county jails; district attorneys for prosecution; and local juvenile justice programs (since FY 2001).

In FY 2001, the law was amended to provide a minimum frontline law enforcement allocation of \$100,000 to any local agency receiving funding under the program. These moneys must supplement existing services and may not be used to supplant any existing funding for law enforcement services.

The City of Milpitas' FY 2021 COPS Grant award is \$118,429.00. The Police Department has proposed a grant funding spending plan, as outlined below. The Grant award is presented to Council as required by City of Milpitas Grant SOP 26-2a.

### **Analysis:**

The City of Milpitas is not required to provide matching funds. California Government Code section 30061 specifies that these funds must be used exclusively for front line law enforcement services. These funds shall be appropriated pursuant to a written request from the Chief of Police.

The Milpitas Police Department recommends the following front-line municipal police services to be purchased with the FY 2021 COPS Grant: Mobile Emergency Operations Center vehicle. The \$118,429 COPS award will cover a portion of the total purchase of this vehicle. The project was approved by Council to be funded through the 2022-2026 Capital Improvement Program (CIP No. 3464) in FY 2021-22 for a total of \$1,250,000, including the \$118,429 COPS award.

### **Policy Alternative:**

**Alternative:** Refuse the FY 2021 Citizens' Option for Public Safety (COPS) Grant.

Pros: There are no identified benefits to this alternative.

Cons: The police department would need to identify an alternate funding source in the amount of \$118,429 in order to fully fund CIP 3464 Mobile Emergency Operations Center, or City general funds would be required to supplement this purchase.

Reason not recommended: The FY 2021 COPS Grant does not require matching funds nor are there any requirements that result in a negative impact.

**Fiscal Impact:**

The \$118,429 COPS grant award does not require any matching funds. This grant revenue and appropriation are included in the Adopted 2022-2026 CIP to purchase the Mobile Emergency Operations Center vehicle (CIP No. 3464).

**California Environmental Quality Act:**

The City Council's acceptance of the COPS Grant is not an activity that is defined as a "project" under the California Environmental Quality Act (CEQA) as it is a government fiscal activity without a commitment to any specific project that may result in a potentially significant physical impact on the environment. Although the COPS Grant funding may be used for a variety of projects, to analyze the impacts of those potential projects would be speculative at this time and future CEQA analysis will be conducted if and when those potential projects are considered.

**Recommendation:**

Accept the FY 2021 Citizens Options for Public Safety (COPS) Grant in the amount of \$118,429.

**Attachment:**

N/A



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Conduct Public Hearing for 2021 Weed Abatement Assessments and Adopt a Resolution to Confirm the Assessment Report</b>                                                                                                                                       |
| <b>Category:</b>       | Public Hearings-Public Safety                                                                                                                                                                                                                                   |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                                                        |
| <b>Staff Contact:</b>  | <b>Albert Zamora, Deputy Fire Chief / Fire Marshal, 408-586-3371</b>                                                                                                                                                                                            |
| <b>Recommendation:</b> | 1) Open the Public Hearing for Public Comment and Close the Public Hearing.<br><br>2) Adopt a Resolution Confirming the 2021 Weed Abatement Assessment Report and the Assessment List of Parcels to be Entered into the Santa Clara County Tax Assessment Roll. |

### **Background:**

On February 2, 1976, an Agreement was established and approved to abate weeds by the County of Santa Clara for the City of Milpitas. The purpose of the Agreement is to promote the efficiency and economy of operations in the abatement of weeds by the City and the County.

The major procedural functions to be performed by the County and / or City shall include but not be limited to:

1. The County shall prepare the list of parcels requiring abatement of weeds in the City and transmit the said list to the City for review and approval for processing.
2. The County shall prepare the notice of weed abatement and cause such notice to be mailed to the owners of the parcels requiring weed abatement.
3. The City Council shall conduct public hearings on the proposed removal of weeds pursuant to the provisions of the City Ordinance when the City Fire Marshal presents such appropriate resolutions for adoption. The City Council may, by adoption of a resolution, declare the weeds on the respective parcels of the land as a public nuisance, and make the determination to proceed with the abatement of weeds, and authorize the performance of the service to remove the weeds in accordance with the aforementioned Agreement.
4. Upon proper authorization by the City, the County shall remove the weeds on the designated properties.
5. The County shall render to the City an itemized assessment report for the cost of the weed abatement services performed per the respective parcels.
6. Pursuant to California Health and Safety Code 14915, a copy of the report, as confirmed, shall be turned over to the auditor of the county, on or before the tenth day of August following such confirmation, and the auditor shall enter the amounts of the assessments against the respective parcels of land as they appear on the current assessment roll, (Amended by Stats. 1939, Ch. 354).
7. The City Council, after a public hearing, shall require the County Assessor's Office to include the costs of the weed abatement services performed for the City for the current year, as a special assessment on

bills for taxes levied against the affected parcels. Such special assessments shall be liens on the respective properties.

**Analysis:**

On March 2, 2021, the City Council adopted Resolution No. 9046 declaring noxious or dangerous weeds growing upon certain described property to be a public nuisance that must be abated by the removal of the weeds. If the public nuisance was not removed from the properties by the owner, the City contracted with the County of Santa Clara Consumer and Environmental Protection Agency- Weed Abatement Program (County) to remove the weeds and abate the nuisance. The County removed weeds at 43 parcels at a cost of approximately \$74,400.

In accordance with Title V, Chapter 202 of the Milpitas Municipal Code, the County filed with the City Clerk a report and assessment list on weeds abated within the City as nuisances. A notice for the public hearing was sent by the City Clerk's Office to the local newspaper for publication, as well as mailed to the affected property owners by the Fire Marshal's Office pursuant to Milpitas Municipal Code Section V-202-9.00.

The City's Municipal Code requires that the City Council hear the report together with any objections of the property owners liable to be assessed and make such modifications on the proposed assessment as it deems necessary.

Following adoption by the City Council, the resolution will be recorded and charges thereon become a lien on the land involved to be collected in the same manner as property taxes. A copy of the assessment list and the proposed resolution confirming the weed abatement report are included in the Council's agenda packet.

**Policy Alternative:**

Alternative #1: Do not to adopt the resolution confirming the 2021 Weed Abatement Assessment Report and the Assessment List to be entered into the Tax Assessment Rolls.

Pros: There are no pros.

Cons: The City would be responsible for compensating the County for weed abatement services performed in the amount of \$74,412.82 and dedicate resources to collect the payments from the property owners.

Reason not Recommended: The City is not staffed to collect payments from property owners for weed abatement services performed, Therefore, to ensure payment, it is more cost-effective to lien the property by authorizing to enter the assessment list into the Tax Assessment Rolls.

**Fiscal Impact:**

At the first City Council meeting in August of each year during a public hearing, the City's municipal code provides that the City Council hear the assessment report for the list of weeds abated within the City, together with any objections of the property owners liable to be assessed, and to make such modifications on the proposed assessment as it deems necessary. Following adoption by the City Council, the resolution will be recorded and charges thereon become a lien on the land involved to be collected in the same manner as property taxes.

**California Environmental Quality Act:**

This project is exempt from CEQA.

**Recommendations:**

1. Open the Public Hearing for public comment and close the Public Hearing.
2. Adopt a Resolution Confirming the 2021 Weed Abatement Assessment Report and the Assessment List of parcels to be entered into the Santa Clara County tax assessment roll.

**Attachments:**

1. Resolution

2. Exhibit A - 2021 Weed Abatement Assessment Report for the City of Milpitas

When Recorded Mail to:

City of Milpitas  
Attention: City Clerk  
455 East Calaveras Boulevard  
Milpitas, CA 95035

Record without fee under  
Section 6103 - Government Code  
State of California

---

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CONFIRMING A WEED  
ABATEMENT ASSESSMENT REPORT AND ASSESSMENT LIST TO BE ENTERED ON TAX ASSESSMENT  
ROLLS**

**WHEREAS**, on March 2, 2021, the City Council of the City of Milpitas adopted Resolution No. 9046 declaring noxious or dangerous weeds growing upon and/or the accumulation of rubbish, refuse or dirt upon certain described property to be a public nuisance that must be abated by removal; and

**WHEREAS**, if the public nuisance was not removed from the properties by the owner, the City contracted with the Office of Santa Clara County Agricultural and Environmental Management to remove the weeds, rubbish, refuse and/or dirt and abate the nuisance; and

**WHEREAS**, the Office of Santa Clara County Agricultural and Environmental Management filed a report and abatement assessment list with the City Clerk in conformance with Title V, Chapter 202 of the Milpitas Municipal Code; and

**WHEREAS**, notice of the report and abatement assessment list was posted in accordance with Milpitas Municipal Code, Section V-202-9.00; and

**WHEREAS**, on August 5, 2021 a public hearing was held on said report and assessment list, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the City Council heard and overruled any objections of the property owners liable to be assessed for the abatement.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby confirms the 2021 Weed Abatement Assessment Report and Abatement List by the County of Santa Clara for the City of Milpitas, filed by the Office of Santa Clara County Agricultural and Environmental Management, without modification.
3. The City Council orders that the cost of abating such public nuisance upon the various properties respectively referred to in the 2021 Weed Abatement Assessment Report and Assessment List shall constitute special assessments against such respective parcels of land and shall constitute a lien against such parcels for the amount of such assessments.
4. The City Manager shall cause a certified copy of this Resolution confirming the 2021 Weed Abatement Assessment Report and Assessment List to be recorded in the Office of the Santa Clara County Recorder and to be filed with the County Tax Assessor and Collector's office and the County Auditor's office in order for said assessments to be entered on the tax rolls as provided by Title V, Chapter 202 of the Milpitas Municipal Code.



PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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

2021 WEED ABATEMENT PROGRAM  
ASSESSMENT REPORT  
CITY OF MILPITAS

| SITUS |                 | APN        | TAXROLL<br>AMT |
|-------|-----------------|------------|----------------|
| 634   | ABEL            | 022-06-010 | \$1,383.00     |
| 7280  | MARYLINN        | 022-07-007 | \$550.00       |
| 1735  | CALIFORNIA      | 022-37-002 | \$550.00       |
| 1301  | CALIFORNIA      | 022-38-002 | \$6,217.94     |
|       | DIXON           | 026-05-023 | \$2,249.20     |
| 1878  | MILPITAS        | 026-05-024 | \$550.00       |
| 51    | DIXON           | 026-05-053 | \$84.00        |
| 1750  | ARIZONA         | 026-07-044 | \$550.00       |
| 0     | BOTHELO         | 028-23-017 | \$550.00       |
| 0     |                 | 028-24-006 | \$1,839.00     |
| 860   | EVANS           | 029-06-016 | \$84.00        |
| 826   | CALAVERAS RIDGE | 029-06-031 | \$84.00        |
| 898   | CALAVERAS RIDGE | 029-06-038 | \$84.00        |
| 322   | PARK VICTORIA   | 029-16-006 | \$84.00        |
| 1220  | COUNTRY CLUB    | 029-52-014 | \$84.00        |
| 1039  | CAMARILLO       | 029-52-015 | \$84.00        |
| 517   | VISTA RIDGE     | 042-30-009 | \$550.00       |
| 519   | VISTA RIDGE     | 042-30-010 | \$550.00       |
| 529   | VISTA RIDGE     | 042-30-015 | \$550.00       |
| 410   | VISTA RIDGE     | 042-30-024 | \$2,280.60     |
| 350   | VISTA RIDGE     | 042-30-025 | \$550.00       |
| 531   | VISTA RIDGE     | 042-30-029 | \$550.00       |
| 0     |                 | 086-25-018 | \$6,159.00     |
| 0     | MAIN            | 086-25-020 | \$2,803.80     |
| 0     | MAIN            | 086-25-028 | \$1,455.00     |
|       | NO SITUS        | 086-25-030 | \$3,449.88     |
| 0     | SINNOTT         | 086-26-024 | \$84.00        |
|       | NO SITUS        | 086-26-032 | \$3,759.00     |
| 0     | MILPITAS        | 086-28-006 | \$550.00       |
| 0     | VISTA           | 086-29-005 | \$10,959.00    |
| 0     | YOSEMITE        | 086-29-047 | \$3,567.00     |
| 876   | YOSEMITE        | 086-30-047 | \$3,375.00     |
| 0     | YOSEMITE        | 086-30-048 | \$2,319.00     |
| 0     | YOSEMITE        | 086-31-044 | \$84.00        |
| 0     |                 | 086-32-084 | \$550.00       |
| 375   | DEMPSEY         | 088-01-002 | \$2,559.00     |
| 335   | PARK VICTORIA   | 088-03-019 | \$84.00        |
| 0     | DEMPSEY         | 088-04-060 | \$3,869.40     |
| 0     | PARK VICTORIA   | 088-04-062 | \$1,925.40     |
| 0     | DEMPSEY         | 088-04-076 | \$1,968.60     |
| 0     | OLD PIEDMONT    | 092-34-008 | \$2,547.00     |
| 1250  | PIEDMONT        | 092-34-014 | \$1,737.00     |
| 2235  | URIDIAS RANCH   | 092-37-050 | \$550.00       |
|       |                 |            |                |
|       |                 |            | \$74,412.82    |



## CITY OF MILPITAS AGENDA REPORT (AR)

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Conduct a Public Hearing and Adopt Urgency Ordinance No. 240.7 Pursuant to Water Code Sections 375 and 376 Relating to the Water Shortage Contingency Plan</b>                                                                                                                                                                                                                                                 |
| <b>Category:</b>              | Public Hearings-Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                                                                                                                                 |
| <b>Meeting Date:</b>          | <a href="#">8/5/2021</a>                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Staff Contact:</b>         | <b>Tony Ndah, 408-586-2602</b>                                                                                                                                                                                                                                                                                                                                                                                    |
| <b><u>Recommendation:</u></b> | <ol style="list-style-type: none"><li>1) Open Public Hearing and move to close it following all comments.</li><li>2) City Attorney shall read aloud title of Urgency Ordinance 240.7</li><li>3) Following a reading of the title, move to waive the reading beyond the title and adopt Urgency Ordinance No. 240.7 to amend the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan</li></ol> |

### **Background:**

On June 15, 2021, the Milpitas City Council adopted the 2020 Urban Water Management Plan (UWMP) and 2020 Water Shortage Contingency Plan (WSCP). The WSCP defines six water shortage levels ranging from 0% reductions to greater than 50% and establishes actions and procedures for managing water shortages as described in the staff report (Attachment 1).

On June 9, 2021, the Santa Clara Valley Water District (Valley Water) Board of Directors declared a water shortage emergency condition in Santa Clara County and called for a mandatory 15% reduction in water usage countywide. On June 22, 2021, The Santa Clara County Board of Supervisors adopted a resolution ratifying a June 15, 2021 proclamation by the County Director of Emergency Services for a local emergency related to extreme drought conditions. In addition, on July 8, 2021, California Governor Gavin Newsom extended his previous drought proclamation to include Santa Clara County.

The Milpitas City Council is authorized to require or impose restrictions on or reductions in the use of water if such reductions are necessary to comply with Water Supply Shortage conditions. This action codifies the WSCP as approved by Council.

### **Analysis:**

Following the end of the last multi-year drought that officially ended in 2017, the California Legislature amended the Urban Water Management Planning Act in 2018 to include additional water shortage planning requirements. California Water Code has significant updates specifically to Code Section 10632 that now mandates new elements to UWMPs and WSCPs, including an annual drought risk assessment, standardized water shortage levels, and statewide water use prohibitions. Per California Water Code Section 10632.1, the City is required to conduct an annual water supply and demand assessment. The Annual Assessment must be submitted to the Department of Water Resources (DWR) by July 1st of each year, beginning in 2022. The assessment must contain information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP. The Annual Assessment will be predicated on the outcome of the San Francisco Public Utilities Commission

(SFPUC) Annual Assessment and the Valley Water Annual Assessment, which must be submitted to the City prior to July 1st.

Staff prepared Urgency Ordinance No. 240.7 to amend Chapter 6 of Title VIII of the Milpitas Municipal Code to align with the adopted 2020 WSCP and California Water Code requirements. Urgency Ordinance No. 240.7 outlines processes and procedures to implement water shortage levels during times of declared water shortages.

Urgency Ordinance No. 240.7 describes the approval actions the City will take after the Annual Assessment, which determines the City's water shortage conditions, is completed. If the City's water supply availability remains unchanged, the City's designee will approve the Annual Assessment and submit the findings to DWR by the July 1st deadline. If the WSCP water shortage level is expected to increase, the City will present to the City Council, for adoption by resolution, the Annual Assessment and recommended conservation actions commensurate to the WSCP water shortage level required to achieve the demand reductions needed.

The amended ordinance keeps the City's permanent potable water use restrictions mandated from the State Water Resources Control Board and the "lifestyle" restrictions on water use that were adopted under Ordinance No. 240.6. These conservation actions align with WSCP water shortage levels 0 and 1 and promote water conservation as a "Milpitas Way of Life." Continued prohibition of wasteful and/or unreasonable water use practices are prudent to address water supply needs and the lingering impacts of prolonged droughts and to provide a bridge to making water conservation a "California Way of Life."

Urgency Ordinance No. 240.7 allows the City to enforce the appropriate conservation actions outlined in the WSCP during times of WSCP water shortage levels greater than 1.

#### Statewide Drought and Water Supply Assessment

Since the Council action approving the UWMP and the WSCP on June 15, 2021, the State and local water management agencies' concerns over continued dry conditions and available water supplies continue to increase. On July 8, 2021, Governor Newsom declared a drought emergency for Santa Clara County and called on Californians to voluntarily reduce water consumption by 15%.

Although the State does not require an Annual Water Supply Assessment under the newly adopted WSCP until 2022, staff have completed a preliminary assessment based on current drought conditions and water conservation calls by the City's two wholesale water suppliers. Valley Water is requiring its retailers to reduce water purchases by 23% of the planned water delivery schedule, while SFPUC is asking for a voluntary reduction of 15% from 2020 levels in line with Governor Newsom's call to action. Applying these conservation calls to the water supply assessment would put the City in Water Shortage Contingency Plan (Level 2) as outlined in the City's WSCP.

The key restriction change resulting from Implementation of the City of Milpitas Water Shortage Contingency Plan (Water Shortage Level 2) would be the reduction in allowable irrigation days from four (4) days to three (3) days during a seven-day period. The allowed days of watering will be:

- Odd Number Address: Monday, Thursday, and Saturday;
- Even Number Address: Tuesday, Friday, and Sunday;
- No address: Monday, Thursday, and Sunday.

The following activities are exempt from the day and time restrictions on watering or irrigation

- a. Use for short periods during timer adjustment and repair of irrigation system
- b. Watering by hand.
- c. Watering plants slated for sale in nursery/garden centers.
- d. Watering using drip irrigation systems.

All other permanent (Level 0) and Level 1 restrictions remain in place and are enforceable, there include but are not limited to:

- No watering outdoor plants, lawn, grass, landscaping, or turf areas during and within forty-eight (48) hours after measurable rainfall.
- No watering that results in flooding or runoff
- Use of pressure washer or hose only allowed if equipped with self-closing shut off for washing vehicles or equipment or watering outdoor plants or landscape areas
- No water use for hosing of sidewalks, driveways, walkways, parking areas and other paved surfaces,
- No water use through broken or defective plumbing, sprinkler, watering, or irrigation systems.
- No uncovered pools and spas when not in use
- Water provided only upon request at commercial restaurants.
- No potable water use for construction purposes, including dust control and compaction.
- No water use for cleaning, filling, or operating water features, such as decorative fountains, ponds, lakes or other similar aesthetic structures, except where the water is part of a recirculating system.

Staff also plans to increase public education and outreach about water use restrictions, water conservation programs and incentives, and respond to water waste reports.

Staff has determined the importance of having an ordinance in place in light of the drought emergency conditions. Pursuant to Section 376 of the California Water Code, this Urgency Ordinance shall take effect upon its adoption. Staff has also included additional urgency findings consistent with California Government Code Section 36937.

### **Policy Alternatives:**

**Alternative 1:** City Council does not adopt the Water Shortage Contingency Plan Urgency Ordinance No. 240.7.

Pros: None

Cons: The City will not be able to enforce water use restrictions for WSCP water shortage levels without a new ordinance in place, and the City would be out of compliance with State Law.

Reason not recommended: Urgency Ordinance No. 240.7 aligns with the adopted 2020 WSCP and allows the City to authorize and enforce water use restrictions during water shortages.

### **Fiscal Impact:**

There are no fiscal impacts related to the adoption of Urgency Ordinance No. 240.7.

### **California Environmental Quality Act:**

The adoption of this ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA"), or, alternatively, is exempt from CEQA. As only water conservation would result from the implementation of the Ordinance's provisions, the Ordinance would not commit the City to any action that would result in any significant environmental effects. As a result, per State CEQA Guidelines §15378, the Ordinance does not constitute a project subject to requirements of CEQA. Alternatively, the adoption of this Ordinance is exempt from CEQA under State CEQA Guidelines, §15061 (b)(3) and §15308 because CEQA only applies to projects that have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment, and because the Ordinance would result in the conservation of water, a limited and currently scarce resource, and would, therefore, have a beneficial effect on the environment. On this basis, and the on the basis of the information contained in the whole of the administrative record, the adoption of this Ordinance requires no further analysis under CEQA.

**Recommendation:**

1. Open Public Hearing and move to close it following all comments.
2. City Attorney shall read aloud title of Urgency Ordinance 240.7
3. Following a reading of the title, move to waive the reading beyond the title and adopt Urgency Ordinance No. 240.7 to amend the Milpitas Municipal Code Relating to the Water Shortage Contingency Plan.

**Attachments:**

1. June 15 Agenda Report re: Adoption of Water Shortage Contingency Plan
2. Ordinance No. 240.7 – red-lined copy
3. Ordinance No. 240.7 (clean copy)



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

|                               |                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Conduct a Public Hearing and Adopt a Resolution Adopting the Water Shortage Contingency Plan.</b> |
| <b>Category:</b>              | Public Hearings-Community Services and Sustainable Infrastructure                                    |
| <b>Meeting Date:</b>          | 6/15/2021                                                                                            |
| <b>Staff Contact:</b>         | <b>Tony Ndah, 408-586-2602</b>                                                                       |
| <b><u>Recommendation:</u></b> | Conduct a Public Hearing and Adopt a Resolution Adopting the Water Shortage Contingency Plan.        |

**Background:**

Established by California State Assembly Bill 797 in 1983, the Urban Water Management Planning Act (Act) requires every urban water suppliers with more than 3,000 service connections or supplying more than 3,000 acre feet of water annually to prepare plans that support long-term resource planning and ensure adequate water supplies are available to meet existing and future water demands. In 1991, as an amendment to Assembly Bill 797, the State added requirements to include a Water Shortage Contingency Plan (WSCP) as part of the Urban Water Management Plan (UWMP) to outline the urban water supplier's response and plan for changes or shortages in water supplies. The WSCP is required by California Water Code Section 10632.1 and is to be submitted to the Department of Water Resources (DWR) on or before July 1 of each year, or within 14 days of receiving final allocations from the State Water Project, whichever is later. The previous WSCP for the City was approved by City Council on June 7, 2016, as part of the 2015 Urban Water Management Plan update.

On October 14, 2021, a Professional Services Agreement was executed with Maddaus Water Management, Inc. for the preparation of the 2020 UWMP and 2020 WSCP.

As required by the State and as part of the 2020 UWMP, the City is expanding its WSCP to be a standalone document to define water shortage levels and establish actions and procedures for managing water shortages. To align with State guidelines the updated WSCP defines 6 water shortage levels ranging from 0% reductions to greater than 50%. The WSCP also evaluates the financial consequences of droughts.

Per Water Code Section 10632.1, the City is required to conduct an Annual Water Supply and Demand Assessment (Annual Assessment). The Annual Assessment must be submitted to the Department of Water Resources (DWR) by July 1st of each year, beginning in 2022. The assessment must contain information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's Water Shortage Contingency Plan (WSCP). The Annual Assessment will be predicated on outcome of the San Francisco Public Utilities Commission (SFPUC) Annual Assessment and the Valley Water Annual Assessment which must be submitted to the City prior to July 1<sup>st</sup> annually.

The outcome of the City's Annual Assessment will determine the Annual Assessment approval process. If the City's water supply availability is normal, without expected shortages, the City's designee will approve the Annual Assessment and submit the findings to DWR by the July 1<sup>st</sup> deadline. If shortage conditions are expected, the City will present the Annual Assessment to the City Council and recommend implementing the

appropriate WSCP shortage level. In the event a water shortage is triggered, the City Council by resolution must declare a shortage according to the defined water shortage levels set forth in the WSCP.

**Analysis:**

The City Council's review and approval of the WSCP is unfortunately quite timely. As discussed in the Urban Management Water Plan staff report, scheduled for Council approval on June 15, 2021, the City's wholesale water providers continue to analyze the effects of the current drought on water supply availability. Specifically, on June 9, 2021, Valley Water took action by calling for a mandatory 15% reduction in water use compared to 2019 levels and also urged the County of Santa Clara to proclaim a local emergency to underscore the seriousness of the threats posed by the drought.

With the adoption of the recommended resolution adopting the WSCP, the City Manager, or his designee, is authorized and directed to implement the Water Shortage Contingency Plan in accordance with the Urban Water Management Planning Act and to provide recommendations to the City Council regarding the necessary budgets, procedures, rules, regulations, or further actions to carry out the effective and equitable implementation of the Water Shortage Contingency Plan. Based on recent requests and mandates by the wholesale water providers to limit water usage in response to the drought, staff is analyzing the impacts of the water shortage, to determine the appropriate water shortage level, as explained below, and implement the necessary actions consistent with the WSCP and the City's ordinance. Preliminary information on the water shortage contingency plan levels and initial set of demand reduction actions necessary to respond to the current drought will be discussed with Council during the presentation of this item at the June 15, 2021 Council meeting.

Regardless of impending water reduction measures, the City must prepare and submit the adopted 2020 Water Shortage Contingency Plan to the DWR by July 1, 2021 to comply with regulations and ensure continued eligibility of DWR-administered grants, loans, and drought assistance. State regulations require a public hearing prior to adoption of the WSCP. On February 23, 2021, the City published notice to update its WSCP to neighboring cities and counties and invited public comment. On May 28 and June 4, 2021, the City published notice to the public, via the Milpitas Post, that the WSCP was available on the City website.

The major components and recommendations of the Water Shortage Contingency Plan include the following:

1. Annual Water Supply and Demand Assessment Procedures
2. Six Standard Water Shortage Levels
3. Demand Reduction Actions
4. Water Supply Augmentation Strategies
5. Financial Consequences of the Water Shortage Contingency Plan

1. Annual Water Supply and Demand Assessment Procedures

The Annual Assessment will be predicated on the outcome of the SFPUC and Valley Water annual water supply assessments for each year. Based on staff review of the water supply projections from wholesale providers, staff would take one of the following actions:

- A. No Water Shortage Exists
  - City determines water supply availability is normal, without expected shortages.
  - City Manager or designee will approve the Annual Assessment.
  - City submits results of the Annual Assessment to DWR by July 1 of each year.
- B. Water Shortage Exists
  - City determines water supply availability is abnormal with expected shortages.
  - City presents the Annual Assessment to the City Council.
  - City Council adopts the Annual Assessment and recommended WSCP level commensurate with the supply projections.



- City submits adopted Annual Assessment to the California Department of Water Resources (DWR) on or before July 1 of each year.

## 2. Six Standard Water Shortage Levels

The City's six water shortage levels (see Table 1), ranging from 0% reductions to greater than 50%, are aligned with the State Water Shortage Levels. The Milpitas City Council is authorized to require or impose restrictions on or reductions in the use of water if such reductions are necessary to comply with Water Supply Shortage conditions.

Table 1: Standard Water Shortage Levels

|                                    | <b>Level 0</b>                               | <b>Level 1</b>                                                                                                                                                                                                                                                                                          | <b>Level 2</b> | <b>Level 3</b> | <b>Level 4</b> | <b>Level 5</b>             | <b>Level 6</b>                                                |
|------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|----------------|----------------------------|---------------------------------------------------------------|
| <b>Target Water Savings</b>        | 0%<br>(Normal)                               | 10%                                                                                                                                                                                                                                                                                                     | 11%-20%        | 21%-30%        | 31%-40%        | 41%-50%                    | >50%                                                          |
| <b>Public Outreach</b>             | Permanent Water Waste Prohibitions Awareness | Increase advertising, social media campaigns, and direct communication to high water users; educate residents on water conservation rebates and resources available by promoting the City's Water Conservation page <a href="http://www.savewatermilpitas.org/">http://www.savewatermilpitas.org/</a> . |                |                |                | Escalate outreach efforts. | Highest outreach effort level with focus on health and safety |
| <b>Demand Reduction Actions</b>    | Permanent water use restrictions             | Water use restrictions and enforcement increases with each level such as imposing outdoor watering schedules.                                                                                                                                                                                           |                |                |                |                            |                                                               |
| <b>Supply Augmentation Actions</b> | No additional actions                        | Install additional City owned groundwater wells.                                                                                                                                                                                                                                                        |                |                |                |                            |                                                               |

## 3. Demand Reduction Actions

The demand reduction actions, were identified based on the Drought Risk Analysis performed in the 2020 UWMP, center around supply augmentations or demand reductions. Further, regardless of the water shortage, the State requires the response actions identified below.

- Supply augmentation actions.
- Demand reduction actions to adequately respond to shortages.
- City operational changes.
- Permanent Water Conservation As A Milpitas Way of Life prohibitions that are in addition to state-mandated prohibitions (Ordinance 240.6).
- For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.
- Each elevated shortage level will include the elements of the previous shortage level(s), and each elevated shortage level is intended to be more restrictive than the previous level(s).

Table 3-1 (pg. 21) of the WSCP provides a narrative description of the water shortage levels, percent shortage range, and a narrative description of the water shortage condition. The table also summarizes the planned response actions based on the target for water savings. A detailed list of Demand Reduction Actions applicable to each water shortage level is shown in Table 3-2 (pg. 23) of the WSCP.

## 4. Water Supply Augmentation Strategies

Currently, the City does not use groundwater to meet customer demands under normal conditions. The City has one existing fully developed well, Pinewood Well, which is used to meet emergency water supply needs, and two wells that are planned or in development: Curtis Well and McCandless Well. The City may pursue a managed groundwater well extraction program to augment water shortages. The south-western portion of the City of Milpitas overlays a groundwater aquifer which is adequately productive therefore, in-pipe blending with SFPUC and Valley Water is a viable option for augmenting supply shortages. Four wells at an average withdrawal rate of 1.2 million gallons per day (450 million gallons per year) can produce up to 5 million gallons per day of new water supply or the City. The extraction rate and volume is based on preliminary production tests of McCandless Well and Curtis Well which have indicated the aquifer in this zone produces 500-1,200

gallons per minute or an average of 850 gallons per minute. Planning for future wells allows for better long-term supply reliability by expanding the City's water supply portfolio which will allow the City to supplement water supply cutbacks in some or all drought scenarios. Wells also provide the City storage credits to offset above grade water storage requirements which also include infrastructure and land acquisition costs. Preliminary estimate indicates three (3) production wells can augment supply shortfalls in 2030 and four (4) production wells in 2040 would be required to offset all of the SFPUC supply cutbacks. The assumption is each well will produce approximately 850 gallons per minute and Valley Water determines no adverse impacts will be realized as a result of extracting groundwater at the rate and volume identified above.

#### **5. Financial Consequences of the Water Shortage Contingency Plan**

The Water Shortage Actions are designed to address a range of water shortage conditions and have a potential to impact the City's revenues and expenditures for its water utility. To assess these impacts, the staff calculated the revenue impacts resulting from each shortage stage percent reduction in revenue as compared to an estimate of a normal year baseline. The proposed following measures can be implemented by the City to overcome reductions in water revenue due to lower consumption to ensure that expenditures do not exceed revenues:

- The City Manager can implement a hiring and expenditure review process to curb expenditures;
- The City Council can authorize use of the Rate Stabilization Reserve to balance the budget;
- The City can defer non-mission critical capital improvement projects and reallocate the funds to cover the cost of operations and critical maintenance;
- Depending on the severity of the shortage and impact on revenue, the City Council may choose to increase water rates, and/or implement a drought response surcharge, by an amount necessary to fully or partially offset the revenue loss. The subsequent rate increase and/or drought surcharge enacted will remain in effect until such time the City Council declares that a water shortage no longer exists; and/or
- The City Manager can recommend alternative measures to the City Council, to the extent of which to be determined by a rates analysis.

#### **Available Water Conservation Resources**

The City works closely with our water supply partners, SFPUC, Valley Water, and Bay Area Water Supply and Conservation Agency, to bring water conservation programs and education for our community. This includes up to 8 annual workshops on water efficient landscaping and water conservation education and tips. In partnership with Valley Water, Milpitas residents have access to the following water efficiency rebate programs:

- Landscape Conversion Rebate
- Water Efficient Irrigation Equipment Upgrades
- Rainwater Capture and Grey Water System Rebates
- Indoor and Outdoor Water Surveys and Audits
- Water Efficient Tools Online Shop

With each Water Shortage Level, staff will be increasing outreach and education about water conservation measures and tips, as well as promotion of available rebates and financial assistance.

#### **Next Steps**

Staff will return to Council in August to present the results of the water supply assessment, update the Council on the implementation of the water shortage strategy, and may recommend updates to the City Ordinance to align with the Water Shortage Contingency Plan, if necessary.

#### **Policy Alternatives:**

**Alternative 1:** City Council does not adopt the Water Shortage Contingency Plan

Pros: None

Cons: Assembly Bill 2067 mandates that all Water Shortage Contingency Plans be submitted to the Department of Water Resources by July 1, 2021.

Reason not recommended: Failure to adopt the Water Shortage Contingency Plan renders the City ineligible for any water management grant or loan administered by the Department of Water Resources (DWR) and may render the City ineligible for other State funding, depending on the conditions that are specified in funding guidelines.

**Fiscal Impact:**

There are no fiscal impacts related to the adoption of the Water Shortage Contingency Plan.

**California Environmental Quality Act:**

The 2020 Water shortage Contingency Plan is exempt from CEQA pursuant to Water Code Section 10652.

**Recommendation:**

1. Open the Public Hearing for public comment and close the Public Hearing.
2. Adopt a Resolution adopting the Water Shortage Contingency Plan.

**Attachments:**

1. Draft 2020 Water Shortage Contingency Plan
2. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE  
2020 WATER SHORTAGE CONTINGENCY PLAN**

**WHEREAS**, the Urban Water Management Planning Act, as codified in Section 10610 of the California Water Code passed by the California legislation in 1983, requires urban water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan; and

**WHEREAS**, in 1991, the State of California added requirements to include a Water Shortage Contingency Plan as part of the Urban Water Management Plan to outline the urban water supplier's response and plan for changes or shortages in water supplies; and

**WHEREAS**, the goal of developing the Water Shortage Contingency Plan is to prepare in advance a response for various water shortage conditions. The Water Shortage Contingency Plan defines City actions to address six stages of drought causing up to a 50 percent water shortage and catastrophic supply interruptions from power outage, earthquakes, or other disasters; and;

**WHEREAS**, the Urban Water Management Planning Act specifies the requirements and procedures for adopting such Water Shortage Contingency Plans; and

**WHEREAS**, pursuant to recent amendments to the Urban Water Management Planning Act, urban water suppliers are required to adopt and electronically submit their Water Shortage Contingency Plans to the California Department of Water Resources (DWR) by July 1, 2021; and

**WHEREAS**, pursuant to the Urban Water Management Planning Act, "urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers; and

**WHEREAS**, the City of Milpitas (City) meets the definition of an urban water supplier for purposes of the Urban Water Management Planning Act and is required to prepare and adopt a Water Shortage Contingency Plan as part of its 2020 Urban Water Management Plan; and

**WHEREAS**, the Water Shortage Contingency Plan describes the procedures for conducting an Annual Water Supply and Demand Assessment (Annual Assessment) that is required by California Water Code Section 10632.1 and is to be submitted to DWR on or before July 1 of each year, or within 14 days of receiving final allocations from the State Water Project, whichever is later; and

**WHEREAS**, the City prepared the draft 2020 Water Shortage Contingency Plan in accordance with the Urban Water Management Planning Act, and applicable legal requirements, has undertaken certain coordination with other appropriate agencies including other suppliers sharing common sources, regional water management agencies, and relevant public agencies, notice, public involvement, public comment, and other procedures in relation to its Water Shortage Contingency Plan; and

**WHEREAS**, in accordance with the Urban Water Management Planning Act, the City has prepared its Water Shortage Contingency Plan with its own staff, with the assistance of consulting professionals, and in cooperation with other governmental agencies, and has utilized and relied upon industry standards and the expertise of industry professionals in preparing its Water Shortage Contingency Plan, and has also utilized DWR's Urban Water Management Plan Guidebook 2020, including its related appendices, in preparing its Water Shortage Contingency Plan; and

**WHEREAS**, the City has provided notice to the public of its intent to adopt the 2020 Water Shortage Contingency Plan, has made the draft plan available for public review, and has encouraged the public to provide comment; and

**WHEREAS**, in accordance with applicable law, including Water Code section 10642, and Government Code section 6066, a Notice of a Public Hearing regarding the City of Milpitas' Water Shortage Contingency Plan was published within the jurisdiction of the City on May 28, 2021 and June 4, 2021; and

**WHEREAS**, in accordance with applicable law, including but not limited to Water Code section 10642, the City held a public hearing on June 15, 2021, prior to adoption of said Plan for the purpose of allowing community comment regarding the City's Water Shortage Contingency Plan.

**WHEREAS**, pursuant to said public hearing on the City's Water Shortage Contingency Plan, the City, among other things, encouraged the active involvement of diverse social, cultural, and economic members of the community within City's service area with regard to the Water Shortage Contingency Plan, and encouraged community input regarding City's Water Shortage Contingency Plan; and

**WHEREAS**, the City Council has reviewed and considered the purposes and requirements of the Urban Water Management Planning Act, the contents of the Water Shortage Contingency Plan, and the documentation contained in the administrative record in support of the Water Shortage Contingency Plan, and has determined that the factual analyses and conclusions set forth in the Water Shortage Contingency Plan are legally sufficient; and

**WHEREAS**, the City Council desires to adopt the Water Shortage Contingency Plan and to incorporate it as part of its 2020 Urban Water Management Plan prior to July 1, 2021 in order to comply with the Urban Water Management Planning Act; and

**WHEREAS**, Section 10652 of the California Water Code provides that the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) (CEQA) does not apply to the preparation and adoption of a WSCP as part of Plan pursuant to California Water Code section 10632.

**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. The custodian of this record will be the City Clerk. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Council finds and determines that, under California Water Code Section 10652, the adoption of the Plan and this resolution does not constitute a project under the California Environmental Quality Act, and no environmental assessment is required. Pursuant to CEQA, the City Council directs staff to file a Notice of Exemption with the County Clerk's Office within five (5) working days of the adoption of this resolution.
3. The 2020 Water Shortage Contingency Plan, attached to as Exhibit A, is hereby adopted as amended by the changes incorporated by the City Council as a result of input received (if any) at the public hearing and ordered filed with the City Clerk and shall be incorporated into the City of Milpitas's Urban Water Management Plan.
4. The City Manager, or his designee, is hereby authorized and directed to include a copy of this Resolution in City of Milpitas's Water Shortage Contingency Plan and/or in City of Milpitas's 2020 Urban Water Management Plan
5. The City Manager, or his designee, is hereby authorized and directed, in accordance with Water Code sections 10621(d) and 10644(a)(1)-(2), to electronically submit a copy of the Water Shortage Contingency Plan, as a part of its 2020 Urban Water Management Plan, with the California Department of Water Resources no later than July 1, 2021.
6. The City Manager, or his designee, is hereby authorized and directed, in accordance with Water Code section 10644(a), to submit a copy of the Water Shortage Contingency Plan, as part of its 2020 Urban Water

Management Plan, to the California State Library, and to any city or county within which the City of Milpitas provides water supplies no later than thirty (30) days after this adoption date.

7. The City Manager, or his designee, is hereby authorized and directed, in accordance with Water Code section 10645, to make the Water Shortage Contingency Plan available for public review at City of Milpitas's offices during normal business hours and on its website at [https://www.ci.milpitas.ca.gov/2020\\_uwmp](https://www.ci.milpitas.ca.gov/2020_uwmp) no later than thirty (30) days after filing a copy of the Water Shortage Contingency Plan, as part of its 2020 Urban Water Management Plan, with California Department of Water Resources.
8. The City Manager, or his designee, is hereby authorized and directed to implement the Water Shortage Contingency Plan in accordance with the Urban Water Management Planning Act and to provide recommendations to the City Council regarding the necessary budgets, procedures, rules, regulations, or further actions to carry out the effective and equitable implementation of the Water Shortage Contingency Plan.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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

**URGENCY**

**NUMBER:** 240.7

**TITLE:** AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
PURSUANT TO WATER CODE SECTIONS 375 AND 376 AMENDING CHAPTER 6 OF  
TITLE VIII OF THE MILPITAS MUNICIPAL CODE RELATING TO THE WATER  
SHORTAGE CONTINGENCY PLAN

**HISTORY:** This Ordinance was adopted by the City Council at its meeting of August 17, 2021, 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**, pursuant to California Water Code section 375, the City of Milpitas is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the City; and

**WHEREAS**, pursuant to California Water Code section 376, a water conservation program adopted pursuant to California Water Code section 375 may be adopted by a resolution or an ordinance, and such resolution or ordinance is effective upon its adoption; and

**WHEREAS**, on January 17, 2014, Governor Brown issued a Proclamation declaring a State of Emergency due to severe drought conditions in the State of California; and

**WHEREAS**, on August 19, 2014, the Milpitas City Council adopted Urgency Ordinance No. 240.2, declaring a water shortage, adding supplemental water use restrictions to the Water Shortage Contingency Plan (“WSCP”) as required by State law, and requested the community to implement water conservation measures with a goal of reducing consumption by twenty percent (20%); and

**WHEREAS**, on June 16, 2015, the Milpitas City Council adopted Urgency Ordinance 240.3, declaring the continuation of a water shortage, implemented Stage 2 of the Milpitas WSCP, and added additional conservation measures as required by State law, and requiring the community to implement water conservation measures with a goal of reducing consumption by thirty percent (30%); and

**WHEREAS**, as a result of increasing water supplies in many parts of the State, on May 9, 2016, Governor Brown issued Executive Order B-37-16, directing the State Water Resources Control Board to adjust and extend the emergency regulations for urban water conservation through the end of January 2017; and

**WHEREAS**, in response to the Governor’s directive, the State Water Resources Control Board adopted new emergency regulations, which continued a statewide conservation approach while replacing the prior percentage reduction-based water conservation standard with a localized approach that requires urban water suppliers to adopt a locally-developed conservation standard based on each supplier’s specific circumstances; and

**WHEREAS**, on August 16, 2016, the Milpitas City Council adopted Ordinance No. 240.5, declaring the continuation of a water shortage for the year 2016, implemented Stage One of the WSCP, modified the supplemental water use restrictions, and requested the community to implement water conservation measures with a goal of reducing consumption by twenty percent (20%); and

**WHEREAS**, on April 7, 2017, Governor Brown issued Executive Order B-40-17, terminating the January 17, 2014 drought State of Emergency for most counties in California, including Santa Clara County and directed the State Water Resources Control Board to rescind the water supply stress test for urban water suppliers as well as any remaining mandatory conservation standards, but to maintain urban water use reporting requirements and prohibitions on wasteful practices such as watering during or after rainfall, hosing off sidewalks, and irrigating ornamental turf on public street medians; and

**WHEREAS**, on June 20, 2017, the Milpitas City Council adopted Ordinance No. 240.6, declaring the termination of Stage Two of the WSCP and implemented a ten percent (10%) voluntary call for conservation; and

**WHEREAS**, following the end of the drought, the California Legislature modified the Urban Water Management Planning Act in 2018 to include additional water shortage planning requirements. California Water Code has significant updates specifically to Code Section 10632 that now mandates new elements to Urban Water Management Plans and Water Shortage Contingency Plans, including an annual drought risk assessment, standard water shortage levels and statewide water use prohibitions; and

**WHEREAS**, on June 9, 2021, the Santa Clara Valley Water District (Valley Water) Board of Directors adopted a resolution calling for mandatory water use reductions; and



**WHEREAS**, on June 15, 2021, the Milpitas City Council adopted Resolution No. 9086, “A resolution adopting the 2020 Urban Water Management Plan” (‘UWMP’),” which includes water conservation as a necessary and effective component of the City’s programs to provide a reliable supply of water to meet the needs of its customers; and

**WHEREAS**, on June 15, 2021, the Milpitas City Council adopted Resolution No. 9087, “A resolution adopting the 2020 Water Shortage Contingency Plan (‘WSCP’),” which establishes standards and procedures to enable implementation and enforcement of local water shortage contingency measures and water shortage levels. These measures align with California Water Code Sections 353 and 375. The 2020 Water Shortage Contingency Plan is attached hereto as Exhibit 1, and by this reference, such Water Shortage Contingency Plan is incorporated as if fully set forth herein; and

**WHEREAS**, on July 8, 2021 the Governor issued Executive Order N-10-21 declaring a State of Emergency due to drought conditions; and

**WHEREAS**, the City shall conduct an Annual Water Supply and Demand Assessment pursuant to California Water Code 10632 and, on or before July 1 of each year, beginning in 2022, submit an annual water shortage assessment report to the California Department of Water Resources with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City’s WSCP; and

**WHEREAS**, in accordance with California Water Code section 375 *et seq.*, and the laws and regulations cited above, the City complied with the publication and/or posting requirements for the Ordinance as specified by state law.

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

## **SECTION 1. RECORD AND BASIS FOR ACTION; FINDINGS**

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.

The City Council finds that pursuant to Water Code 375, *et seq.*, due to the persistent and unpredictable water conditions in the State, statutory requirements for water planning, and the declared policy of the State, it is necessary and appropriate for the City to adopt, implement, and enforce a water conservation program with stages of water shortage restrictions, including emergency stages, to reduce the quantity of water used by consumers within the City, to preserve water supplies, to prevent the waste or unreasonable use or unreasonable method of use of water, and to ensure that there is sufficient water for human consumption, sanitation, and fire protection.

Further, the City Council finds that notwithstanding the findings noted above, it is appropriate to adopt this Ordinance as an urgency measure pursuant to Government Code Section 36937 for the immediate preservation of the public peace, health and safety that is occurring because of the statewide drought as supported by current State of Emergency declared by the Governor and as detailed in the above recitals.

## **SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE**

Section 1 of Chapter 6 of Title VIII of the Milpitas Municipal Code is hereby amended to read as follows:

VIII-6-1.00 Purpose

The City Council of the City of Milpitas has found that the limited supply of City waters are subject to ever increasing demands; that the City's economic prosperity depends on adequate supplies of water; and that the City policy promotes conservation and efficient use of potable water.

Consistent with the above findings, the purpose of this chapter is to promote the values and benefits of conservation and efficient use of potable water; and establish provisions for water management practices to enable effective water supply planning and prevention of potable water waste.

A. This chapter outlines processes and procedures to implement during times of declared water shortage.

Section 2 of Chapter 6 of Title VIII of the Milpitas Municipal Code is hereby amended to read as follows:

#### VIII-6-2.00 - Definitions

The words used in this chapter have the meaning set forth below:

2.01 "Recycled water," "Reclaimed Water," or "Treated Sewage Effluent Water" means treated or recycled wastewater of a quality suitable for non-potable uses such as landscape irrigation, and not intended for human consumption.

2.02 "Runoff" means water that is not absorbed by the surface to which it is applied and flows from the area.

2.03 "Potable Water" means water sold by the City of Milpitas intended for human consumption.

2.04 "Recirculated Water" means water that is circulated in a system that recirculates water through an internal circulation device.

2.05 "2020 Water Shortage Contingency Plan" or "WSCP" means the adopted plan that establishes standards and procedures to enable implementation and enforcement of local water shortage contingency measures and defines six water shortage levels.

2.06 "Pools and Spas" means a design element where open water performs a recreational function for which water is supplied through a City potable water meter.

2.07 "Water feature" means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams for which water is supplied through a City potable water meter. -Pools and Spas are not considered water features and are defined separately.

2.08 "Annual Water Supply and Demand Assessment" or "Annual Assessment" means an annual report with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP.

2.09 "Measurable rainfall" means at least one fourth of one inch of rain.

2.10 "Ornamental turf" means grass grown for decorative purposes.

Section 3 of Chapter 6 of Title VIII of the Milpitas Municipal Code is hereby amended to read as follows:

#### VIII-6-3.00 –Permanent Water Use Restrictions

The following water conservation requirements are effective at all times and are permanent as outlined in the City's WSCP, incorporated herein by reference as if fully set forth herein. More restrictive measures may be in place depending on the declared water shortage level. Violations of this section will be considered waste and an unreasonable use of water.

The table entitled “Table 3-1. Retail: Water Shortage Contingency Plan Levels (DWR Submittal Table 8-1)” is adopted as part of the WSCP and is attached as Exhibit “A.”

EXHIBIT “A”

**Table 3-1. Retail: Water Shortage Contingency Plan Levels (DWR Submittal Table 8-1)**

| <b>DWR Submittal Table 8-1 Retail</b>         |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water Shortage Contingency Plan Levels</b> |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Shortage Levels</b>                        | <b>Percent Shortage Range</b> | <b>Water Shortage Condition</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 0                                             | 0% (Normal)                   | A Level 0 Water Supply Shortage – Condition exists when the City notifies its water users that no supply reductions are anticipated in this year. City proceeds with planned water efficiency best practices to support consumer demand reduction in line with state mandated requirements and local City goals for water supply reliability. Permanent water waste prohibitions are in place as stipulated in the City’s Water Shortage Response Ordinance.                                                                                                                                |
| 1                                             | Up to 10%                     | A Level 1 Water Supply Shortage – Condition exists when the City notifies its water users that due to drought or other supply reductions, a consumer demand reduction of up to 10% is necessary to make more efficient use of water and respond to existing water conditions. The City shall implement the mandatory Level 1 conservation measures identified in this WSCP. The type of event that may prompt the City to declare a Level 1 Water Supply Shortage may include, among other factors, a finding that its wholesale water provider calls for extraordinary water conservation. |
| 2                                             | 11% to 20%                    | A Level 2 Water Supply Shortage – Condition exists when the City notifies its water users that due to drought or other supply reductions, a consumer demand reduction of up to 20% is necessary to make more efficient use of water and respond to existing water conditions. Upon declaration of a Level 2 Water Supply Shortage condition, the City shall implement mandatory Level 2 conservation measures identified in this WSCP.                                                                                                                                                      |
| 3                                             | 21% to 30%                    | A Level 3 Water Supply Shortage – Condition exists when the City declares a water shortage emergency condition pursuant to California Water Code section 350 and notifies its residents and businesses that up to 30% consumer demand reduction is required to ensure sufficient supplies for human consumption, sanitation and fire protection. The City must declare a Water Supply Shortage Emergency in the manner and on the grounds provided in California Water Code section 350.                                                                                                    |
| 4                                             | 31% to 40%                    | A Level 4 Water Supply Shortage – Condition exists when the City declares a water shortage emergency condition pursuant to California Water Code section 350 and notifies its residents and businesses that up to 40% consumer demand reduction is required to ensure sufficient supplies for human consumption, sanitation and fire protection. The City must declare a Water Supply Shortage Emergency in the manner and on the grounds provided in California Water Code section 350.                                                                                                    |
| 5                                             | 41% to 50%                    | A Level 5 Water Supply Shortage – Condition exists when the City declares a water shortage emergency condition pursuant to California Water Code section 350 and notifies its residents and businesses that up to 50% or more consumer demand reduction is required to ensure sufficient supplies for human consumption, sanitation and fire protection. The City must declare a Water Supply Shortage Emergency in the manner and on the grounds provided in California Water Code section 350.                                                                                            |

|   |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | >50% | A Level 6 Water Supply Shortage – Condition exists when the City declares a water shortage emergency condition pursuant to California Water Code section 350 and notifies its residents and businesses that greater than 50% or more consumer demand reduction is required to ensure sufficient supplies for human consumption, sanitation and fire protection. The City must declare a Water Supply Shortage Emergency in the manner and on the grounds provided in California Water Code section 350. |
|---|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The table entitled “Table 3-2. Demand Reduction Actions (DWR Submittal Table 8-2)” is adopted as part of the WSCP and is attached as Exhibit “B.”

#### EXHIBIT “B”

**Table 3-2. Demand Reduction Actions (DWR Submittal Table 8-2)**

| DWR Submittal Table 8-2: Demand Reduction Actions |                                                                   |                                                    |                                                                                                                                                                                                                                           |                                        |
|---------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Shortage Level                                    | Demand Reduction Actions                                          | How much is this going to reduce the shortage gap? | Additional Explanation or Reference                                                                                                                                                                                                       | Penalty, Charge, or Other Enforcement? |
| 0                                                 | Other water feature or swimming pool restriction                  | Statewide Prohibition is Required                  | Cleaning, filling, or operating water features, such as decorative fountains, except where the water is part of a recirculating system.                                                                                                   | No                                     |
| 0                                                 | Other                                                             | Statewide Prohibition is Required                  | Washing or hosing down vehicles is prohibited except by use of a hand held container, hose with an automatic shut off device, or at a commercial car wash.                                                                                | No                                     |
| 0                                                 | Other - Prohibit use of potable water for washing hard surfaces   | Statewide Prohibition is Required                  | Washing hard or paved surfaces is prohibited except to alleviate safety or sanitary hazards using a hand held container, hose with an automatic shut off device, or a low-volume high pressure cleaning machine that recycles used water. | No                                     |
| 0                                                 | Landscape - Restrict or prohibit runoff from landscape irrigation | Statewide Prohibition is Required                  | Watering vegetated areas in a manner that causes excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter, or ditch is prohibited.                                                                      | No                                     |

**DWR Submittal Table 8-2: Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions                                                                    | How much is this going to reduce the shortage gap?                                                                       | Additional Explanation or Reference                                                                                                                 | Penalty, Charge, or Other Enforcement? |
|----------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 0              | Landscape - Other landscape restriction or prohibition                                      | Statewide Prohibition is Required                                                                                        | Irrigating ornamental turf on public street medians is prohibited.                                                                                  | No                                     |
| 0              | Landscape - Other landscape restriction or prohibition                                      | Statewide Prohibition is Required                                                                                        | No landscape watering shall occur within 48 hours after measurable precipitation.                                                                   | No                                     |
| 0              | Landscape - Other landscape restriction or prohibition                                      | On-going Long Term-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | Prohibited use of broken or defective plumbing, sprinkler, watering or irrigation systems                                                           | No                                     |
| 0              | Landscape - Other landscape restriction or prohibition                                      | On-going Long Term-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | Prohibited use of potable water for outdoor irrigation in newly constructed homes and buildings, except with drip or microspray irrigation systems. | No                                     |
| 0              | CII - Restaurants may only serve water upon request                                         | On-going Long Term-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | CII - Restaurants may only serve water upon request                                                                                                 | No                                     |
| 0              | CII - Other CII restriction or prohibition                                                  | On-going Long Term-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | No water in new, added or altered cooling system equipment unless at least fifty percent (50%) of the water is recycled.                            | No                                     |
| 0              | Other - Prohibit vehicle washing except at facilities using recycled or recirculating water | On-going Long Term-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | All new commercial car wash and laundry facilities must re-circulate the wash water.                                                                | No                                     |

**DWR Submittal Table 8-2: Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions                                                | How much is this going to reduce the shortage gap?                                                                      | Additional Explanation or Reference                                                                                                                                                                                                              | Penalty, Charge, or Other Enforcement? |
|----------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 0              | Landscape - Limit landscape irrigation to specific times                | On-going LongTerm-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | Watering or irrigation of vegetated areas is prohibited between 9 am and 6 pm except by use of a hand held device, hose equipped with an automatic shutoff device, or for adjusting or repairing an irrigation system for short periods of time. | No                                     |
| 0              | Other - Require automatic shut of hoses                                 | On-going LongTerm-Conservation Savings Measure. Not applicable to Water                                                 | Use a shutoff nozzle on hoses.                                                                                                                                                                                                                   | No                                     |
| 0              | Pools and Spas – Require covers for pools and spas                      | On-going LongTerm-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | Pools and spas shall be covered when not in use to prevent evaporation.                                                                                                                                                                          | No                                     |
| 0              | Other - Prohibit use of potable water for construction and dust control | On-going LongTerm-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings. | Require a construction water use plan be submitted to the water supplier that addresses how impacts to existing water users will be mitigated (such as dust control).                                                                            | No                                     |
| 0              | Landscape - Limit landscape irrigation to specific days                 | On-going LongTerm-Conservation Savings Measure. Not applicable to Water Shortage Contingency Plan quantifiable savings  | Irrigation shall be limited to 4 days per week turf watering when using potable water.                                                                                                                                                           | No                                     |

|   |                                                        |                                                                                                                       |                                                                                                                                                    |    |
|---|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 0 | Landscape - Other landscape restriction or prohibition | On-going LongTerm-Conservation Savings Measure. Not applicable to Water ShortageContingency Plan quantifiable savings | Prohibited use of potable water for outdoor irrigation in newlyconstructed homes and buildings, except with drip or microspray irrigation systems. | No |
|---|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|----|

**DWR Submittal Table 8-2: Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions                                                         | How much is this going to reduce the shortage gap? | Additional Explanation or Reference                                                                                                                                                                                                              | Penalty, Charge, or Other Enforcement? |
|----------------|----------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 1              | Landscape - Limit landscape irrigation to specific times                         | 0-5%                                               | Watering or irrigation of vegetated areas is prohibited between 9 am and 6 pm except by use of a hand held device, hose equipped with an automatic shutoff device, or for adjusting or repairing an irrigation system for short periods of time. | Yes                                    |
| 1              | Landscape - Limit landscape irrigation to specific days                          | 0-5%                                               | Irrigation shall be limited to 4 days per week turf watering when using potable water.                                                                                                                                                           | Yes                                    |
| 1              | Expand Public Information Campaign                                               | 0-1%                                               | Community Outreach and Messaging (Expand Public Information Campaign)                                                                                                                                                                            | Yes                                    |
| 1              | Reduce System Water Loss                                                         | 0-5%                                               | Real Loss Reduction - Pressure Management and More Aggressive Leak Detection and Repair                                                                                                                                                          | Yes                                    |
| 1              | Increase Water Waste Patrols                                                     | 0-1%                                               | Increase Water Waste Patrols                                                                                                                                                                                                                     | Yes                                    |
| 1              | Expand Public Information Campaign                                               | 0-1%                                               | Expand promotion and outreach about rebates available                                                                                                                                                                                            | No                                     |
| 2              | Improve Customer Billing                                                         | 0-1%                                               | Improve AMI Leak Reports to include more details on water use                                                                                                                                                                                    | No                                     |
| 2              | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 0-1%                                               | Fix leaks or faulty sprinklers promptly/within 5 days.                                                                                                                                                                                           | Yes                                    |
| 2              | Landscape - Other landscape restriction or prohibition                           | 0-1%                                               | Prohibited use of broken or defective plumbing, sprinkler, watering or irrigation systems.                                                                                                                                                       | Yes                                    |
| 2              | Landscape - Limit landscape irrigation to specific days                          | 5-10%                                              | Irrigation shall be limited to 3 days per week turf watering when using potable water. Plant containers, trees, shrubs and vegetable gardens may be watered additional days using only drip irrigation or hand watering.                         | Yes                                    |



**DWR Submittal Table 8-2: Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions                                                                    | How much is this going to reduce the shortage gap? | Additional Explanation or Reference                                                                                                                                                                             | Penalty, Charge, or Other Enforcement? |
|----------------|---------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 2              | Water Features - Restrict water use for decorative water features, such as fountains        | 0-1%                                               | Filling or refilling ornamental lakes and ponds is prohibited. Ornamental lakes and ponds that sustain aquatic life of significant value and were actively managed prior to the storage declaration are exempt. | Yes                                    |
| 2              | Pools and Spas - Require covers for pools and spas                                          | 0-1%                                               | Pools and Spas - Require covers for pools and spas                                                                                                                                                              | Yes                                    |
| 2              | Decrease Line Flushing                                                                      | 0-1%                                               | Decrease Line Flushing                                                                                                                                                                                          | Yes                                    |
| 2              | CII - Restaurants may only serve water upon request                                         | 0-1%                                               | CII - Restaurants may only serve water upon request                                                                                                                                                             | Yes                                    |
| 2              | Pools - Allow filling of swimming pools only when an appropriate cover is in place.         | 0-1%                                               | Pools - Allow filling of swimming pools only when an appropriate cover is in place.                                                                                                                             | Yes                                    |
| 3              | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner            | 0-1%                                               | Fix leaks or faulty sprinklers within 4 days.                                                                                                                                                                   | Yes                                    |
| 3              | Other - Prohibit vehicle washing except at facilities using recycled or recirculating water | 0-1%                                               | Car washing is only permitted using a commercial carwash that recirculates water or by high pressure/low volume wash systems.                                                                                   | Yes                                    |
| 3              | Other - Prohibit use of potable water for construction and dust control                     | 0-1%                                               | Require a construction water use plan be submitted to the water supplier that addresses how impacts to existing water users will be mitigated (such as dust control).                                           | Yes                                    |
| 3              | Landscape - Limit landscape irrigation to specific days                                     | 10-25%                                             | Irrigation shall be limited to 2 days per week turf watering when using potable water. Plant containers, trees, shrubs and vegetable gardens may be watered additional days using                               | Yes                                    |

**DWR Submittal Table 8-2: Demand Reduction Actions**

| Shortage Level | Demand Reduction Actions                                                         | How much is this going to reduce the shortage gap? | Additional Explanation or Reference                                                                                                                                                                                      | Penalty, Charge, or Other Enforcement? |
|----------------|----------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
|                |                                                                                  |                                                    | only drip irrigation or hand watering.                                                                                                                                                                                   |                                        |
| 3              | Other water feature or swimming pool restriction                                 | 0-1%                                               | Decorative water features that use potable water must be drained and kept dry.                                                                                                                                           | Yes                                    |
| 3              | CII - Other CII restriction or prohibition                                       | 0-1%                                               | No water in new, added or altered cooling system equipment unless at least fifty percent (50%) of the water is recycled.                                                                                                 | Yes                                    |
| 4              | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 0-1%                                               | Fix leaks or faulty sprinklers within 3 days.                                                                                                                                                                            | Yes                                    |
| 4              | Landscape - Limit landscape irrigation to specific days                          | 5-20%                                              | Irrigation shall be limited to 1 days per week turf watering when using potable water. Plant containers, trees, shrubs and vegetable gardens may be watered additional days using only drip irrigation or hand watering. | Yes                                    |
| 4              | Other water feature or swimming pool restriction                                 | 0-1%                                               | Existing pools shall not be emptied and refilled using potable water unless required for public health and safety purposes.                                                                                              | Yes                                    |
| 4              | Other water feature or swimming pool restriction                                 | 0-1%                                               | No new permits for pools will be issued.                                                                                                                                                                                 | Yes                                    |
| 4              | Landscape - Prohibit certain types of landscape irrigation                       | 0-1%                                               | Irrigation of golf courses only allowed for greens and tees area.                                                                                                                                                        | Yes                                    |
| 5              | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 0-1%                                               | Fix leaks or faulty sprinklers within 2 days.                                                                                                                                                                            | Yes                                    |
| 5              | Landscape - Prohibit all landscape irrigation                                    | 5-20%                                              | All irrigation is prohibited.                                                                                                                                                                                            | Yes                                    |

| DWR Submittal Table 8-2: Demand Reduction Actions |                                                                                  |                                                    |                                                                                                                                                                     |                                        |
|---------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| Shortage Level                                    | Demand Reduction Actions                                                         | How much is this going to reduce the shortage gap? | Additional Explanation or Reference                                                                                                                                 | Penalty, Charge, or Other Enforcement? |
| 5                                                 | Landscape - Prohibit certain types of landscape irrigation                       | 0-1%                                               | Watering of all golf course areas is prohibited.                                                                                                                    | Yes                                    |
| 5                                                 | Landscape - Prohibit certain types of landscape irrigation                       | 0-1%                                               | Watering of parks, school grounds, and recreation fields is prohibited, except for rare plant or animal species.                                                    | Yes                                    |
| 6                                                 | Other - Customers must repair leaks, breaks, and malfunctions in a timely manner | 0-1%                                               | Fix leaks or faulty sprinklers within 1 day.                                                                                                                        | Yes                                    |
| 6                                                 | Other                                                                            | 0-50%                                              | Water use for public health and safety purposes only.                                                                                                               | Yes                                    |
| 6                                                 | Landscape - Prohibit all landscape irrigation                                    | 0-5%                                               | The City may shut off all non-essential water services. All irrigation is prohibited.                                                                               | Yes                                    |
| 6                                                 | CII - Other CII restriction or prohibition                                       | 0-15%                                              | Water for commercial, manufacturing, or processing purposes shall be reduced in volume by up to 50% or exceeded if necessary for public health and safety purposes. | Yes                                    |
| 6                                                 | Other                                                                            | 0-70%                                              | Water use for public health and safety purposes only. Customer rationing may be implemented.                                                                        | Yes                                    |

The following uses of potable water are prohibited at all times and are permanent:

3.01 Use that results in flooding or runoff in gutters, waterways, patios, sidewalks, driveways, or streets except as permitted in Section 3.02 (a) and (b).

3.02 Use of pressure washer or hand-held hose not equipped with a positive self-closing water shutoff device for:

- (a) Washing cars, buses, boats, aircraft, trailers or other vehicles or mobile equipment;
- (b) Watering outside plants, lawn, landscape, and turf areas.

3.03 Except upon the request of a customer, service of water by any establishment including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

3.04 Use through broken or defective plumbing, sprinkler, watering, or irrigation systems.

3.05 Use in new, added, or altered commercial car wash equipment unless a recirculating water system is incorporated.

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

3.07 Use for irrigation if recycled water, reclaimed water, or treated sewage effluent water is available, except in the following situations as deemed necessary by City Engineer/Public Works Director:

- (a) Irrigation of City Cultural Resources;
- (b) Where recycled water, reclaimed water, and treated sewage effluent water use is prohibited under Title 22 of the California Water Code;
- (c) Other situations where recycled water, reclaimed water, or treated sewage effluent water use is deemed inappropriate by the City Engineer/Public Works Director.

3.08 Use for hosing of sidewalks, driveways, walkways, parking areas and other paved surfaces.

3.09 Use for construction purposes, including dust control and compaction.

3.10 Use for cleaning, filling, or operating water features, such as decorative fountains, ponds, lakes or other similar aesthetic structures, except where the water is part of a recirculating system. The only exception may be a water feature currently listed in the National Register of Historic Places, where water use deemed necessary for integrity of the feature.

3.11 Use to irrigate outdoor plants, lawn, grass, landscaping, or turf areas during and within forty-eight (48) hours after measurable rainfall.

3.12 Use for outdoor irrigation in newly constructed homes and buildings, except with drip or microspray irrigation systems.

3.13 Use for watering street medians containing ornamental turf.

3.14 Uncovered Pools and Spas when not in use.

3.15 The prohibitions enumerated in 3.11, 3.12, and 3.13 do not apply to any water treatment features, such as landscaping and green roofs, to meet the requirements of Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit No. CAS612008, C3 Provision.

3.16 Use for watering or irrigation of any plants, lawn, grass, landscaping or turf areas except between the hours of 6:00 p.m. through 9:00 a.m. and for no more than four (4) days during any seven-day period. The days of watering shall be:

Address Ending in Odd Number: Monday, Wednesday, Thursday, and Saturday;

Address Ending in Even Number: Tuesday, Thursday, Friday, and Sunday;

No address: Monday, Tuesday, Thursday, and Sunday.

The following activities are exempt from the day and time restrictions on watering or irrigation (only in WSCP shortage levels 0 and 1):

- (a) Use for short periods during timer adjustment and repair of irrigation system are exempt from the time and day restriction set forth above.
- (b) Watering by hand.
- (c) Watering plants slated for sale in nursery/garden centers.
- (d) Watering using drip irrigation systems.
- (e) Landscape Irrigation zones that are controlled by an activated weather-based irrigation controller.

3.17 Exceptions to the prohibitions enumerated in 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15 and 3.16 may be granted where necessary to address an immediate health and safety need, or to comply with a term or condition in a permit issued by a state or federal agency, or where otherwise allowed by law.

Section 4 of Chapter 6 of Title VIII of the Milpitas Municipal Code are hereby amended to read as follows:

VIII-6-4.00 Procedures for Determination of Water Supply Shortages, Emergencies, and Level Implementation

- A. Under California Water Code Section 10632, the City is required to conduct an Annual Water Supply and Demand assessment (Annual Assessment). The Annual Assessment must be submitted to the Department of Water Resources by July 1st of each year.
- B. If the City's water supply availability remains unchanged from the prior year's Annual Assessment, the City Manager or designee shall approve the Annual Assessment and submit the findings to the Department of Water Resources, by the July 1st deadline.
- C. If the water shortage level per the Annual Assessment is expected to increase, the City Manager or designee shall present to the City Council, for adoption by resolution, the Annual Assessment and recommended demand reduction actions commensurate to the WSCP water shortage level required to achieve the demand reductions as determined by the Annual Assessment.
- D. Upon the adoption of any such resolution, the restrictions and/or reductions in water use set forth in the WSCP for the identified water shortage level shall be in effect immediately.
- E. Subsequent to the adoption of the water shortage level and demand reduction actions, the Annual Assessment and resolution adopting the appropriate WSCP water shortage level shall be formally submitted to the Department of Water Resources per California Water Code Section 10632.
- F. City Staff shall inform the public of the water shortage level and demand reduction actions according to the procedures and protocols for communication identified in the WSCP.
- G. In the event of an emergency which threatens to significantly diminish the reliability or quality of the City's water supply, the City Council may declare a water shortage emergency. In such an event, the City Manager or designee shall present to the City Council, for adoption by resolution, the appropriate WSCP water shortage level and demand reduction actions needed to address the water supply shortage in stages of up to and in-excess of 50%, until the emergency passes or the City Council takes other actions.

Section 5 of Chapter 6 of Title VIII of the Milpitas Municipal Code are hereby amended to read as follows:

#### VIII-6-5.00 Non-Compliance

Any violation of this Chapter shall be subject to the penalties provision set forth in Section I-1-4.09 (Penalty Provision), Sections I-21-1.01 through I-21-1.14 (Administrative Citation), or any other penalty provisions in the Municipal Code or State law.

Section 7 of Chapter 6 of Title VIII of the Milpitas Municipal Code is hereby amended to read as follows:

#### VIII-6-6.00 Water Meter Loan Program

Water meters shall be made available by the City to loan to industrial and commercial customers for use in water audits. The industrial and commercial customers shall use the meters to conduct audits in various segments of their plant or process for identifying and implementing water conservation measures.

Section 8 of Chapter 6 of Title VIII of the Milpitas Municipal Code is hereby amended to read as follows:

#### VIII-6-7.00 - Applicability

The prohibitions and rationing requirements identified in this Chapter are not applicable to fountains, irrigation systems, cooling towers, and dual-plumb sites that use non-potable water such as recycled water.

### **SECTION 3. SEVERABILITY**

If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

### **SECTION 4. SUPERSEDE**

All ordinances, resolutions, or administrative actions by the City Council, or parts thereof, which are inconsistent with any provision of this Ordinance are hereby superseded by this Ordinance to the extent of such inconsistency.

### **SECTION 5. EFFECTIVE DATE AND POSTING**

In accordance with Section 376 of the California Water Code, and Government Code Section 36937, this Ordinance shall take effect upon its adoption. The City Clerk of the City of Milpitas shall cause this Ordinance or a summary thereof to be published, or posted if authorized, in accordance with Section 376 of the California Water Code.



## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Waive the First Reading Beyond the Title and Introduce Ordinance No. 38.843 Amending Sections of Chapter 10 of Title XI of the Milpitas Municipal Code Relating to Accessory Dwelling Units and Making Findings of CEQA Exemption</b>                                                                                                                                                            |
| <b>Category:</b>       | Public Hearings-Community Development                                                                                                                                                                                                                                                                                                                                                               |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Staff Contact:</b>  | <b>Rozalynne Thompson, Senior Planner, 408-586-3278</b>                                                                                                                                                                                                                                                                                                                                             |
| <b>Recommendation:</b> | (1) Conduct a public hearing and move to close the hearing following comments; (2) City Attorney shall read aloud title of Ordinance No. 38.843; and (3) move to waive the first reading beyond the title and introduce Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to Accessory Dwelling Units and making findings of CEQA Exemption. |

### **Background:**

On June 16, 2020, the City Council adopted an ordinance amending sections of the Zoning Code that regulate accessory dwelling units (ADUs). These amendments to the City's ADU regulations were enacted to comply with the State legislation in effect at that time, as set forth in Government Code Sections 65852.2 and 65852.22. The amended Government Code Sections 65852.2 and 65852.22 imposed additional limits on local authorities to regulate ADUs and JADUs and streamlined the approval and permitting process and to encourage construction of ADUs.

Since that time, staff has identified provisions within the accessory dwelling unit ordinance that need clarification and refinement in order to remain in compliance with State law. On June 23, 2021, staff brought forward proposed amendments to the accessory dwelling unit ordinance to the Planning Commission for recommendation to the City Council. Specifically, the proposed ordinance amendment clarifies requirements regarding front yard setbacks for attached ADUs, separate utility connection requirements, and development standards for ADUs not subject to limited criteria in State law. The proposed amendment also removes the efficiency kitchen requirement for JADUs and removes the bedroom limitation for ADUs. The Planning Commission voted 6-0, with one abstention, to recommend the proposed amendments to the Zoning Code to the City Council.

### **Analysis:**

The proposed ordinance amends the City's zoning regulations related to ADUs and JADUs to clarify requirements regarding front yard setbacks for attached ADUs, separate utility connection requirements, and development standards for ADUs not subject to limited criteria in State law and to remove the efficiency kitchen requirement for JADUs. The attached resolution (Attachment 1) and draft ordinance (Attachment 2) include proposed changes to the sections of the Zoning Code that regulate ADUs.

To clarify existing regulations, the proposed ordinance would modify the existing ADU ordinance in the following ways:

1. Front Yard Setback for Attached ADU

Currently, the development standards for ADUs in Subsection XI-10-13.08(G)(2) of the Milpitas Municipal Code regulate maximum size, maximum height, minimum side and rear yard setbacks, separate entry for attached ADUs, and location of a detached ADU. However, there is no minimum front yard setback for attached ADUs. After consulting with the Building Department, Fire Department and Land Development Division, a minimum front yard setback of eight feet is proposed for attached ADUs in all residential zoning districts except the R1-H Single-family Residential Hillside Zoning District. In the R1-H Zoning District, the proposed minimum front yard setback is at least 25 feet for lots with slopes less than 16 percent and 40 feet for lots with slopes greater than 16 percent, as consistent with Subsection XI-10-45-05 (Yard Requirements). This minimum setback will not apply to ADUs in Subsection XI-10-13.08(F) because those ADUs are governed by the state-mandated development standards as reflected in Subsection XI-10-13.08(F).

## 2. Minimum Requirements for an Efficiency Unit

As currently written, Subsection XI-10-13.08(D)(3) of the Milpitas Municipal Code requires that both an ADU and JADU meet or exceed the requirements of an efficiency unit, as defined by Section 17958.1 of the State Health and Safety Code, including providing an efficiency kitchen. Section 17958.1 of the Health and Safety Code refers to Section 1207.4 of the California Building Code, which requires that efficiency units include a full kitchen with a sink, cooking appliance, and refrigeration facilities and a separate bathroom.

The requirement of a full kitchen and bathroom for JADUs in Section XI-10-13.08(D)(3) would be in conflict with Government Code Section 65852.22(a), which states that the JADU can include only an efficiency kitchen that includes a cooking facility with appliances and a food preparation counter and storage cabinets and Government Code Section 65852.22(h)(1) which allows JADU to share sanitation facilities with the existing structure. It is also in conflict with Subsection XI-10-13.08(C)(7) of the Milpitas Municipal Code, which allows JADUs to have only an efficiency kitchen and to share sanitation facilities with the primary dwelling. To align the ordinance with the California Building Code and Government Code and eliminate the internal conflict between Subsections XI-10-13.08(C)(7) and (D), staff is eliminating the reference to JADU from Subsection XI-10-13.08(D).

## 3. Utility Connections for ADUs and JADUs

Subsections XI-10-13.08(J)(2)(a) and 13.08(J)(2)(c) require a separate, direct utility connection for ADUs and JADUs constructed with new homes and all non-converted ADUs and JADUs. Staff proposes to eliminate the absolute requirement of a separate utility connection for ADUs and JADUs constructed with new homes and non-converted ADUs and JADUs and, instead, provide an additional option of upsizing an existing utility connection to comply with fire, water, and sewer design standards.

A connection fee or capacity charge will still be required and the fee or charge would be proportionate to the burden created by the ADU or JADU, based on either the floor areas or the drainage-fixtured units (DFU) values of the ADU or JADU and the primary dwelling. Therefore, Subsections XI-10-13.08(J)(2)(a) and 13.08(J)(2)(c) would be eliminated, and requirements for either upsizing existing utility connections or installing new utility connections will be found in Subsection XI-10-13.08(H)(2)(c).

## 4. Design Standards and Parking Requirements for ADUs Subject to Additional Objective Requirements

The existing ordinance creates three review categories for ADUs: 1) those that meet the limited criteria imposed by State law in Government Code Sections 65852.2 and 65852.22; 2) those that do not meet the limited state-imposed criteria, but meet the standards of Subsection XI-10-13.08(G) of the Zoning Code; and, 3) ADUs that do not meet all of the standards of Subsection 13.08(G). As currently structured, the parking requirements and design standards of the ordinance are in separate subsections of the ordinance, which suggests that those requirements apply to all ADU review categories. However,



Government Code Section 65852.2(e)(1) prohibits local jurisdictions from imposing development standards such as landscaping, height, setbacks, and parking requirements in addition to the standards in Government Code Section 65852.2(e)(1). To clearly distinguish development standards applicable to those ADUs that meet limited state criteria from ADUs subject to XI-10-Subsection 13.08(G) of the Zoning Code, separate subsections for parking requirements and design standards will be eliminated and those standards will be relocated to Subsection XI-10-13.08(G) of the Zoning Code.

## 5. Number of Bedrooms

Subsections XI-10-13.08(G)(2)(a)(i) and XI-10-13.08(G)(2)(a)(ii) of the Zoning Code limit the number of bedrooms within an ADU. Additional guidance from the California Department of Housing and Community Development (HCD) has construed a limit on the number of bedrooms as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs. Therefore, the limit on the number of bedrooms has been eliminated from Subsections XI-10-13.08(G)(2)(a)(i) and XI-10-13.08(G)(2)(a)(ii) of the Zoning Code.

### **Policy Alternatives:**

#### **Alternative 1: Do not amend Section XI-10-13.08 (“Accessory Dwelling Units”) and defer to State law**

**Pros:** Consistent with State law.

**Cons:** Potential impacts to neighborhoods

**Reason not recommended:** If the City does not amend its code to conform to current State law, State law makes the City’s ADU regulations null and void. The City will have no ability to regulate ADUs beyond the few minimal standards that the State law itself imposes. Deferring to State law has been confusing to Milpitas residents and property owners. In addition, staff has experienced difficulties with interpreting State law requirements which has hampered ADU processing and plan checking, and generally has not incentivized ADU production in Milpitas.

### **Fiscal Impact:**

None.

### **California Environmental Quality Act:**

Under California Public Resources Code Section 21080.17, CEQA does not apply to the adoption of an ordinance by a local government implementing the provisions of Section 65852.2 of the Government Code, which is California’s law regulating ADUs and JADUs, as defined by Government Code Section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law. In addition, the ordinance is statutorily exempt pursuant to CEQA Guidelines Section 15282(h) (adoption of an ordinance regarding second units in a single- or multi-family residential zone).

### **Planning Commission Action:**

The Planning Commission considered the proposed Zoning Code Amendments at its meeting on June 23, 2021. Following public comment, the Planning Commission adopted Resolution No. 21-017 (Attachment 1) by a vote of 6 to 0, with one abstention, recommending that the City Council adopt an Ordinance amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units.

### **Recommendation:**

1. Conduct a public hearing and move to close the hearing following comments.
2. City Attorney shall read aloud title of Ordinance No. 38.843.
3. Move to waive the first reading beyond the title and introduce Ordinance No. 38.843 amending sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to Accessory Dwelling Units and making findings of CEQA Exemption.

**Attachments:**

1. Draft City Council Ordinance No. 38.843 – for introduction
2. Planning Commission Resolution No. 21-017
3. Planning Commission Staff Report dated June 23, 2021

**REGULAR**

**NUMBER:** \_\_\_\_.

**TITLE:**     **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS  
AMENDING SECTION 13.08 (“ACCESSORY DWELLING UNITS”) OF  
CHAPTER 10 OF TITLE XI OF THE MILPITAS MUNICIPAL CODE RELATING  
TO ACCESSORY DWELLING UNITS**

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

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Wendy Wood, City Clerk

\_\_\_\_\_  
Rich Tran, Mayor

**APPROVED AS TO FORM:**

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

## **RECITALS AND FINDINGS:**

**WHEREAS**, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

**WHEREAS**, in 2019, the California Legislature approved, and the Governor signed into law a number of bills (“2019 ADU Laws”) that, among other things, amended Government Code sections 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

**WHEREAS**, on June 16, 2020, the City Council adopted Ordinance No. 38.840 amending the City’s zoning regulations related to ADUs and JADUs to comply with the 2019 ADU Laws. These amendments included changes to Milpitas Municipal Code section XI-10-13.08 (“Accessory Dwelling Units”); and

**WHEREAS**, in September of 2020, the California Legislature approved, and the Governor signed into law, Assembly Bill 3182 (“AB 3182”); and

**WHEREAS**, consistent with the 2019 ADU Laws, the City currently allows construction of one ADU or JADU (with only a building permit and subject to limited requirements) when the ADU or JADU is on a lot with a proposed or existing single-family dwelling and located within the space of a single-family dwelling or within the space of an existing accessory structure. Following AB 3182, the City must now allow construction of both an ADU and JADU in such circumstances; and

**WHEREAS**, the City desires to amend existing provisions in Milpitas Municipal Code section XI-10-13.08 related to the regulation of ADUs and JADUs to add clarity for the benefit of staff and the general public and comply with changes in state law; and

**WHEREAS**, there is a current and immediate threat to the public health, safety, or welfare arising from the current lack of clarity in the provisions in Milpitas Municipal Code section XI-10-13.08 because if these provisions are deemed to contradict the requirements of state law, all of the City’s ADU and JADU regulations may be nullified. The City would thereafter be limited to applying only those few default standards that are provided in Government Code sections 65852.2 and 65852.22, and the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, may threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

**WHEREAS**, staff and the City Attorney prepared the proposed ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary; and

**WHEREAS**, the City has prepared Zoning Amendment No. ZA20-0003 (“Amendment”) to the City’s Municipal Code, including refinements to Section XI-10-13.08 (“Accessory Dwelling Units”); and

**WHEREAS**, on June 23, 2021, the Planning Commission for the City of Milpitas held a lawfully-noticed public hearing to solicit public comment and consider the proposed Amendment, take public testimony, and make a recommendation to the City Council on the Amendment.

**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. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Based on its review of the entire record, including the staff report, public comments and testimony presented to the Planning Commission and City Council, and the facts outlined below, the City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (California Public Resources Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 California Code of Regulations § 15000 et seq.) and is statutorily exempt from CEQA under Public Resources Code section 21080.17, which exempts from CEQA any ordinance that is adopted to implement Government Code section 65852.1 or 65852.2. The Ordinance implements section 65852.2 and is therefore statutorily exempt.

## **SECTION 3. GENERAL PLAN CONSISTENCY**

State law requires the City to deem accessory dwelling units, as permitted by this Ordinance, to be “a residential use that is consistent with the existing general plan and zoning designation.” (California Government Code §65852.2(a)(1)(C).) Furthermore, the City Council has considered the Planning Commission staff report, which provides a robust analysis demonstrating that this Ordinance is consistent with the General Plan. Therefore, the Council deems this Ordinance to be consistent with the General Plan both in substance and as a matter of law.

## **SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XI, CHAPTER 10, SECTION 13, SUBSECTION 8**

Title XI, Chapter 10, Section 13 “Special Uses”, Subsection 8 “Accessory Dwelling Units” of the Milpitas Municipal Code is hereby amended to read as follows:

- A. Purpose and Intent. The purpose of these standards is to allow and regulate accessory dwelling units (hereinafter referred to as ADUs) and junior accessory dwelling units (hereinafter referred to as JADUs) in compliance comply with Government Code Sections 65852.2 and 65852.22.
- B. Effect of Conforming. An ADU or JADU that conforms to the standards in this section shall:
  - 1. Be deemed to be consistent with the City's general plan and zoning designation for the lot on which the unit is located.
  - 2. Not be deemed to exceed the allowable density for the lot on which the unit is located.
  - 3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.
  - 4. Not be required to correct a "nonconforming zoning condition."
- C. Definitions.
  - 1. Accessory Dwelling Unit: As defined by Government Code Section 65852.2, an ADU is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating,

cooking, and sanitation. An ADU also includes an efficiency unit as defined in Section 17958.1 of the Health and Safety Code and a manufactured home as defined by Section 18007 of the Health and Safety Code.

2. Accessory Structure: For purposes of this section, an accessory structure is a structure that is accessory and incidental to a dwelling located on the same lot.
3. Attached Accessory Dwelling Unit: An attached ADU is an ADU that shares at least one wall with the primary dwelling.
4. ~~Converted Accessory Dwelling Unit: A converted ADU is an ADU that is contained within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, has independent exterior access from the existing residence, and that has side and rear setbacks that are sufficient for fire safety.~~
45. Detached Accessory Dwelling Unit: An ADU is detached if it does not share any walls with the primary dwelling unit or existing attached accessory structure.
56. Efficiency Kitchen: In accordance with Government Code Section 65852.22(a)(6), an efficiency kitchen includes the following: (a) a cooking facility with appliances and (b) food-preparation counter space with a total area of at least 15 square feet and food-storage cabinets with a total of at least 30 square feet of shelf space.
67. Junior Accessory Dwelling Unit: As defined by Government Code Section 65852.22, a JADU is a unit that is no more than 500 square feet in size and contained entirely within an existing or proposed single-family structure. A JADU may have only an efficiency kitchen and may include separate sanitation facilities or may share sanitation facilities with the primary dwelling.
78. Livable Space: A space within a building designed for living, sleeping, eating or food preparation, including but not limited to a den, study, library, home office, sewing room, or recreational room and excluding such areas as garages.
89. Living Area: As defined by Government Code Section 65852.2, the interior habitable area of a dwelling unit including basements and attics but not including a garage or any accessory building or structure.
940. Natural Person: An individual and living human being, as opposed to a legal person which may be a private (i.e. business entity or non-governmental organization) or public (i.e. government) entity.
104. Nonconforming zoning condition: A physical improvement on a property that does not conform with current zoning standards.
112. Passageway: A pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
123. Proposed dwelling: A dwelling that is the subject of a permit application and that meets the requirements for permitting.
134. Public Transit: A location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public. Examples include, but are not limited to, Altamont Commuter Express (ACE), Bay Area Rapid Transit (BART), AC Transit, Valley Transportation Authority (VTA) bus service and light rail, and paratransit.

D. General Provisions.

1. Where permitted. An ADU may be established on any lot in any district that allows single-family or multi-family dwelling residential uses. A JADU may be established on any lot in any district that allows single-family residential use.
  2. Review Requirements. Any application for an ADU or JADU that satisfies the standards in subdivisions (A) through (J) of this section shall be approved ministerially without discretionary review or public hearing.
  3. An ADU or JADU shall meet or exceed the minimum [floor area](#) requirements of an efficiency unit, as defined by Section 17958.1 of the State Health and Safety Code, and so may not have a floor area that is smaller than 220 square feet.
  4. All ADUs shall comply with local building code requirements.
  5. No passageway shall be required for an ADU or JADU.
  6. Owner Occupancy. All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or the JADU, as the person's primary residence and legal domicile. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by a governmental agency, land trust, or housing organization.
  7. Sale Prohibited. No ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multi-family lot).
  8. Rental. An ADU or JADU may be rented for a term of 30 days or more. Short-term rental for periods of less than 30 days are not permitted.
- E. Action on Application.
1. The City shall act on an application to establish an ADU or JADU within 60 days from the date the City receives a complete application, unless either:
    - a. The applicant requests a delay, in which the 60-day time period is tolled for the period of the requested delay, or
    - b. ~~In the case of a~~ [The application for the ADU or JADU; the application for which](#) is submitted as part of a permit application for a new single-family dwelling on the lot, [in which case](#) the City may delay acting on the permit application for the [ADU or JADU](#) until it acts on the permit application for the new single-family dwelling; however, the application [for the JADU](#) shall still be considered ministerially without discretionary review or a hearing.
- F. ADUs and JADUs Subject to Limited Requirements.
1. Specific Types of ADUs and JADUs. To qualify for a building permit, the following types of ADUs and JADUs are subject only to the limited requirements that define each type.
    - a. Converted on Single-family Lot: ~~Only One one~~ ADU [as described in this Subsection XI-10-13.08\(F\)\(1\)\(a\) and or one](#) JADU ~~is~~[are](#) allowed on a lot with a proposed or existing single-family dwelling on it, where the unit:
      - i. Is within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
      - ii. Has exterior access that is independent of that for the single-family dwelling.

- iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
    - b. Limited Detached on Single-family Lot. One detached, new-construction ADU is allowed on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under Subsection XI-10-13.08(F)(1)(a)), if the detached ADU satisfies the following limitations:
      - i. The side- and rear-yard setbacks are at least four (4) feet.
      - ii. The total floor area is 800 square feet or less.
      - iii. The height above grade is 16 feet or less.
    - c. Converted on Multi-family Lot: One or more Multiple ADUs are allowed within portions of existing multi-family dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this Subsection XI-10-13.08(F)(1)(c), aAt least one converted ADU under this paragraph is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the number of existing multifamily dwelling units.
    - d. Limited Detached on Multi-family Lot:
      - i. Lot: Up to No more than two detached ADUs are allowed on a lot that has an existing multi-family dwelling if each detached ADU satisfies the following limitations:
        - 1i. The side- and rear-yard setbacks are at least four (4) feet.
        - 2ii. The peak height above grade is 16 feet or less.
        - 3iii. If more than one detached ADU is created, the ADUs may share a common wall.
  - 2. Deed Restriction for JADUs. Prior to obtaining a building permit for a JADU, a deed restriction, approved by the City Attorney, must be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of a JADU identified in this Section. Said deed restriction shall run with the land and bind all future owners, heirs, and assigns. A copy of the recorded deed restriction shall be filed with the Department stating that:
    - a. The JADU may not be sold separately from the primary dwelling unit;
    - b. The JADU is restricted to the maximum size allowed per the development standards;
    - c. The JADU is legal only so long as either the primary residence, or the JADU, is occupied by the owner of record of the property.
- G. ADUs Subject to Additional Objective Requirements.
- 1. Review Requirements. A proposed ADU that does not conform to the standards set forth in Subsection XI-10-13.08 (F)(1) and (F)(2) only requires a building permit if it complies with all of the objective standards set forth in Subsection XI-10-13.08(G)(2) below.
  - 2. Specific Standards.
    - a. Maximum Size.
      - i. The maximum size of an attached or detached ADU on a property not located in the "H" Hillside Combining District is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a two-bedroom unit. No more than two bedrooms are allowed.



- ii. The maximum size of an attached or detached ADU on a property located in the "H" Hillside Combining District is 1,200 square feet.

~~No more than two bedrooms are allowed.~~

- iii. The maximum size of an attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of existing primary dwelling. No application of the percent-based size limit in this paragraph may require the ADU to be less than 800 square feet.

b. Maximum Height.

- i. For properties not located in the "H" Hillside Combining District, a single-story attached or detached ADU may not exceed 16 feet in height above grade. A two-story attached or detached ADU may not exceed 28 feet in height above grade.
- ii. For properties located in the "H" Hillside Combining District, an attached or detached ADU on the west side of the crestline may not exceed a height of 17 feet in height and one story from the lowest finished grade to the highest ridgeline of the building. On the east side of the crestline, a detached or attached ADU may not exceed a height of 27 feet and two stories from the lowest finished grade to the highest ridgeline of the building.

c. Minimum Setbacks.

- i. Except for ADUs located in the R1-H zoning district, the minimum front yard setback requirement an attached ADU is 4 feet. In the R1-H zoning district, the minimum front yard setback for attached ADUs must be a minimum of 25 feet when the average slope of the lot is less than sixteen 16 percent, or when the front yard slope does not exceed 16 percent; otherwise, the minimum front yard setback must be 40 feet.
- ii. An ADU that is subject to Subsection XI-10-13.08(G)(2) must conform to 4-foot side- and rear-yard setbacks.
- iii. No ~~minimum~~ setback is required for an ADU that is subject to Subsection XI-10-13.08(G)(2) if the requirement applies to newly constructed ADUs is constructed built in the same location and with to the same dimensions as an previously existing structure. For all other ADUs a minimum setback of 4 feet from side and rear lot lines is required.

- d. An attached ADU shall have a separate entrance from the primary dwelling.

- e. A detached ADU shall be located at least six feet to the rear plane of the primary dwelling unit.

f. H. Parking.

- 11. For each ADU, one ~~(1)~~ off-street parking space is required unless one of the following conditions is met:

(1)a. The ADU is located within one-half mile walking distance of public transit.

(2)b. The ADU is located within an architecturally and historically significant historic district.

(3)e. The ADU is part of a proposed or existing primary residence or an existing accessory structure (i.e., it is a converted ADU under Subsection XI-10-13.08(F)(12)(a) above).

(4)d. On-street parking permits are required but not offered to the occupant of the ADU.

(5)e. An established car share vehicle stop is located within one block of the ADU.

ii2. No off-street parking is required for a JADU, except as required under paragraph iv below.

iii3. If a parking space is required for an ADU, the space may be located within any setback area, in a tandem configuration, or on a mechanical lift. Each unenclosed parking space shall be at least 8½ feet wide and 18 feet long. Each parking space that is provided in an enclosed garage shall be at least 10 feet wide and 20 feet long.

iv4. When a garage, carport, or covered parking structure is converted to an ADU or demolished in conjunction with the construction of an ADU, the off-street parking space or spaces are not required to be replaced. If the parking structure is converted to a JADU, the lost off-street parking spaces must be replaced.

g4. Design Standards.

i4. The architectural style, exterior materials, and color palette of an ADU or JADU shall match the appearance of the existing or proposed primary dwelling.

ii2. The entrance to an attached ADU or JADU shall be located on a side or rear building façade, not facing a public right-of-way.

iii3. Exterior lighting shall be limited to down-lights (or as otherwise required by the building or fire code).

iv4. Windows and doors of an ADU or JADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.

v5. Windows located on the second story of an ADU or JADU shall be either clerestory or consist of obscured glazing.

vi6. Evergreen landscape screening must be planted and maintained between the ADU and adjacent parcels as follows:

(1)a. At least one 15-gallon size plant shall be provided for every five linear feet of exterior wall. Alternatively, at least one 24-inch box size plant shall be provided for every ten linear feet of exterior wall.

(2)b. Plant specimens must be at least six feet tall when installed. As an alternative, a solid fence of at least 6 feet in height may be installed.

(3)c. All landscaping shall be drought tolerant.

vii7. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the fire authority.

H4. Fees.

1. Impact Fees and other City Fees.

- a. No impact fee shall be required for a JADU or for an ADU that is less than 750 square feet in floor area. For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in the Mitigation Fee Act (Gov. Code § 66000(b)), except that it also includes fees specified in the Quimby Act (Gov. Code § 66477). "Impact fee" does

not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

- b. Any impact fee that is required for an ADU that is 750 square feet or greater in floor area shall be assessed proportionally in relation to the square footage of the primary dwelling unit (e.g. the floor area of the primary dwelling divided by the floor area of the ADU, times the impact fees charged for a new dwelling).

## 2. Utility Fees.

- a. ~~If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.~~

- ~~ab. Except as described in Subsection XI-10-13.08(HJ)(2)(a), c~~Converted ADUs and JADUs on a single-family lot that are created under Subsection XI-10-13.08(F)(1)(a) are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required.

- ~~b. ADUs and JADUs that are not covered by Subsection XI-10-13.08(H)(2)(a) are also not required to have a new or separate utility connection directly between the ADU or JADU and the utility.~~

- c. Except as described in Subsections XI-10-13.08(HJ)(2)(a) ~~and (HJ)(2)(b)~~, ~~all ADUs and JADUs require a new, if a~~ separate utility connection is installed directly between the ADU or JADU and the utility, ~~then a -The connection is subject to a~~ connection fee or capacity charge will be required. The fee or charge shall be that is proportionate to the burden created by the ADU or JADU, based on either the floor areas or the drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. of the ADU or JADU and the primary dwelling.

- K. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in Subsections XI-10-13.08(A) through (HJ) may be allowed by the City with a Minor Site Development Permit, in accordance with Section XI-10-57 "Applications".

## SECTION 5. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision, or part has no effect on the validity of the remainder.

## SECTION 6. EFFECTIVE DATE AND POSTING

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The City Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published in accordance with Section 36933 of the Government Code of the State of California.

## SECTION 7. SUBMISSION TO HCD

The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.



**RESOLUTION NO. 21-017**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS  
RECOMMENDING THAT THE CITY COUNCIL ADOPT A CITY-INITIATED  
ZONING TEXT AMENDMENT TO AMEND SECTION XI-10-13.08 (“ACCESSORY  
DWELLING UNITS”) OF CHAPTER 10 OF TITLE XI OF THE MILPITAS  
MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR  
ACCESSORY DWELLING UNITS, AND MAKING CEQA FINDINGS OF EXEMPTION  
FROM ENVIRONMENTAL REVIEW PURSUANT TO CEQA GUIDELINES SECTION  
15282(H)**

**WHEREAS**, the City of Milpitas, California (the “City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

**WHEREAS**, in 2019, the California Legislature approved, and the Governor signed into law a number of bills (“2019 ADU Laws”) that, among other things, amended Government Code sections 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

**WHEREAS**, on June 16, 2020, the City Council adopted Ordinance No. 38.840 amending the City’s zoning regulations related to ADUs and JADUs to comply with the 2019 ADU Laws. These amendments included changes to Milpitas Municipal Code section XI-10-13.08 (“Accessory Dwelling Units”); and

**WHEREAS**, in September of 2020, the California Legislature approved, and the Governor signed into law, Assembly Bill 3182 (“AB 3182”); and

**WHEREAS**, consistent with the 2019 ADU Laws, the City currently allows construction of one ADU or JADU (with only a building permit and subject to limited requirements) when the ADU or JADU is on a lot with a proposed or existing single-family dwelling and located within the space of a single-family dwelling or within the space of an existing accessory structure. Following AB 3182, the City must now allow construction of both an ADU and JADU in such circumstances; and

**WHEREAS**, the City desires to amend existing provisions in Milpitas Municipal Code section XI-10-13.08 related to the regulation of ADUs and JADUs to add clarity for the benefit of staff and the general public and comply with the changes in state law; and

**WHEREAS**, there is a current and immediate threat to the public health, safety, or welfare arising from the current lack of clarity in the provisions in Milpitas Municipal Code section XI-10-13.08 because if these provisions are deemed to contradict the requirements of state law, all of the City’s ADU and JADU regulations may be nullified. The City would

thereafter be limited to applying only those few default standards that are provided in Government Code sections 65852.2 and 65852.22, and the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, may threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

**WHEREAS**, staff and the City Attorney prepared the proposed ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary; and

**WHEREAS**, the City has prepared Zoning Amendment No. ZA20-0003 (“Amendment”) to the City’s Municipal Code, including refinements to Section XI-10-13.08 (“Accessory Dwelling Units”); and

**WHEREAS**, the Planning Commission makes and accepts as its own the findings set forth in this Resolution; and

**WHEREAS**, the Planning Commission is an advisory body to the City Council; and

**WHEREAS**, as separate and independent bases, the Planning Commission hereby finds and determines that the project is exempt from further CEQA review pursuant to CEQA Guidelines section 15282(h) (the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code); and

**WHEREAS**, on June 23, 2021, the Planning Commission held a duly-noticed public hearing on the subject Amendment, at which all those in attendance were given the opportunity to speak on the Zoning Text Amendment; and

**WHEREAS**, the Planning Commission has considered all the written and oral testimony presented at the public hearing in making its decision.

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

#### **SECTION 1. Recitals**

The Planning Commission 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 Planning Commission. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

#### **SECTION 2. CEQA Finding**

The Planning Commission recommends that the City Council find, under CEQA Guidelines, Section 15282(h), that if this Ordinance is a project, it is nonetheless exempt from further environmental review because it is the adoption of an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

**SECTION 3. Findings for Zoning Amendment (Milpitas Municipal Code, Subsection XI-10-57.02(G)(3))**

The Planning Commission makes the following findings based on the evidence in the public record in support of Zoning Text Amendment No. ZA21-0003:

*1. The proposed amendment is consistent with the General Plan.*

The proposed zoning amendments are consistent with the Milpitas General Plan. Specifically, the amendments implement policy 1-4 of the Land Use Element and policy 4-1 of the Community Health and Wellness Element, which speak to the need to provide a variety of housing types suited to a range of household types (e.g., individuals, families) and income levels and creating housing in close proximity to public transportation. The zoning amendments would also help to realize the intent of Goals C and D of the Housing Element, which call for the City to facilitate new housing production and support diversity and affordability in Milpitas' housing stock. Adoption of the proposed amendments to the Zoning Ordinance would make it easier, faster, and more cost-efficient for property owners to create ADUs and JADUs, which are typically smaller housing unit types that tend to be inherently more affordable. Adding more ADUs and JADUs within the City's existing neighborhoods would greatly help to meet local housing demand, especially for smaller households with lower- to moderate incomes such as students, single working individuals, and seniors.

In addition, consistent with Government Code Section 65852.2(a)(1)(C), the proposed zoning amendments include a provision stating that ADUs and JADUs are a residential use that is consistent with the existing General Plan designation for the subject property.

*2. The proposed amendment will not adversely affect the public health, safety and welfare.*

The proposed zoning amendments refine the streamlined review procedures and standards for ADUs and JADUs to ensure that future units are compatible with surrounding single-family residential uses and avoid potential impacts (e.g., to privacy and solar access) on adjacent properties. In this respect, the amendments will serve to protect neighborhood character and property owner rights, thereby maintaining the public health, safety, and welfare.

**SECTION 4: Planning Commission Action**

The Planning Commission of the City of Milpitas hereby adopts Resolution No. 21-017 recommending that the City Council adopt Zoning Text Amendment ZA21-0003 based on the above Findings.

**Resolution No. 21-017****Page 4**

**PASSED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Milpitas on June 23, 2021.

DocuSigned by:



Jul-12-2021

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Chair

**TO WIT:**

**I HEREBY CERTIFY** that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on June 23, 2021 and carried by the following roll call vote:

| COMMISSIONER       | AYES | NOES | ABSENT | ABSTAIN |
|--------------------|------|------|--------|---------|
| Mercedes Albana    | ✓    |      |        |         |
| Tim Alcorn         | ✓    |      |        |         |
| Steve Belong       | ✓    |      |        |         |
| Lawrence Ciardella | ✓    |      |        |         |
| Bill Chuan         | ✓    |      |        |         |
| Alexander Galang   | ✓    |      |        |         |
| Steve Tao          |      |      |        | ✓       |





# MILPITAS PLANNING COMMISSION STAFF REPORT

June 23, 2021

**APPLICATION:** ZONING TEXT AMENDMENT – ACCESSORY DWELLING UNIT REGULATIONS – CITYWIDE – ZA21-0003: A City-initiated Zoning Ordinance Text Amendment to regulate accessory dwelling units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the City of Milpitas. The proposed amendments would modify regulations related to ADUs and JADUs to comply with Government Code Sections 65852.2 and 65852.22.

**RECOMMENDATION:** Staff recommends that the Planning Commission consider and adopt Resolution No. 21-017 recommending that the City Council adopt –Zoning Ordinance Text Amendment ZA21-0003 and amend Section XI-10-13.08 “Accessory Dwelling Units” of the Milpitas Municipal Code to modify regulations related to accessory dwelling units and junior accessory dwelling units citywide to comply with Government Code Sections 65852.2 and 65852.22.

## LOCATION:

Address/APN: Citywide

Area of City: Citywide

## PEOPLE:

Project Applicant: City of Milpitas

Project Planner: Rozalynne Thompson, Senior Planner

## LAND USE:

General Plan Designation: Citywide

Zoning District: Citywide

**ENVIRONMENTAL:** The proposed amendment is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15282(h) (Adoption of an ordinance regarding second units in single-family or multifamily residential zoning districts). Under California Public Resources Code Section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the

provisions of Section 65852.2 of the Government Code, which is California's accessory dwelling unit law, and which also regulates junior accessory dwelling units, as defined by Government Code Section 65852.22.

**EXECUTIVE SUMMARY**

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The proposed ordinance amends Section XI-10-13.08 “Accessory Dwelling Units” of the Milpitas Municipal Code to clarify the existing regulations related to the regulation of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). The proposed ordinance amendment clarifies requirements regarding front yard setbacks for attached ADUs, separate utility connection requirements, and development standards for ADUs not subject to limited criteria in State law. The proposed amendment also removes the efficiency kitchen requirement for JADUs and removes the bedroom limitation for ADUs.

The proposed zoning text amendments modify regulations related to ADUs and JADUs to comply with Government Code Sections 65852.2 and 65852.22, as recently amended. These amendments also refine the new development standards that reflect the local context of residential neighborhoods and development patterns in Milpitas. Adoption of the zoning text amendments would allow the City to streamline the approval process for and encourage development of ADUs and JADUs, as required under State law, while continuing to enforce its local regulations and further the goals of the General Plan.

**Background:**

On June 16, 2020, the City Council adopted an ordinance amending sections of the Zoning Code that regulate accessory dwelling units (ADUs). These amendments to the City's ADU regulations were enacted to comply with the State legislation in effect at that time, as set forth in Government Code Sections 65852.2 and 65852.22. The amended Government Code Sections 65852.2 and 65852.22 imposed additional limits on local authorities to regulate ADUs and JADUs and streamlined the approval and permitting process and to encourage construction of ADUs. The new statewide legislation took effect on January 1, 2020 and nullified the City's non-compliant ADU ordinance.

**Proposed Amendments to the Zoning Ordinance**

The proposed ordinance amends the City's zoning regulations related to ADUs and JADUs to clarify requirements regarding front yard setbacks for attached ADUs, separate utility connection requirements, and development standards for ADUs not subject to limited criteria in State law and to remove the efficiency kitchen requirement for JADUs.

To clarify existing regulations, the proposed ordinance would modify the existing ADU ordinance in the following ways:

1. Front Yard Setback for Attached ADU

Currently, the development standards for ADUs in Subsection XI-10-13.08(G)(2) of the Milpitas Municipal Code regulate maximum size, maximum height, minimum side and rear yard setbacks, separate entry for attached ADUs, and location of a detached ADU. However, there is no minimum front yard setback for attached ADUs. After consulting with the Building Department, Fire Department and Land Development Division, a minimum front yard setback of eight feet is proposed for attached ADUs in all residential zoning districts except the R1-H Single-family Residential Hillside Zoning District. In the R1-H Zoning District, the proposed minimum front yard setback is at least 25 feet for lots with slopes less than 16 percent and 40 feet for lots with slopes greater than 16 percent, as consistent with Subsection XI-10-45-05 (Yard Requirements). This minimum setback will not apply to ADUs in Subsection XI-10-13.08(F) because those ADUs are governed by the state-mandated development standards as reflected in Subsection XI-10-13.08(F).

2. Minimum Requirements for an Efficiency Unit

As currently written, Subsection XI-10-13.08(D)(3) of the Milpitas Municipal Code requires that both an ADU and JADU meet or exceed the requirements of an efficiency unit, as defined by Section 17958.1 of the State Health and Safety Code, including providing an efficiency kitchen. Section 17958.1 of the Health and Safety Code refers to Section 1207.4 of the California Building Code, which requires that efficiency units include a full kitchen with a sink, cooking appliance, and refrigeration facilities and a separate bathroom.

The requirement of a full kitchen and bathroom for JADUs in Section XI-10-13.08(D)(3) would be in conflict with Government Code Section 65852.22(a), which states that the JADU can

include only an efficiency kitchen that includes a cooking facility with appliances and a food preparation counter and storage cabinets and Government Code Section 65852.22(h)(1) which allows JADU to share sanitation facilities with the existing structure. It is also in conflict with Subsection XI-10-13.08(C)(7) of the Milpitas Municipal Code, which allows JADUs to have only an efficiency kitchen and to share sanitation facilities with the primary dwelling. To align the ordinance with the California Building Code and Government Code and eliminate the internal conflict between Subsections XI-10-13.08(C)(7) and (D), staff is eliminating the reference to JADU from Subsection XI-10-13.08(D).

### 3. Utility Connections for ADUs and JADUs

Subsections XI-10-13.08(J)(2)(a) and 13.08(J)(2)(c) require a separate, direct utility connection for ADUs and JADUs constructed with new homes and all non-converted ADUs and JADUs. Staff proposes to eliminate the absolute requirement of a separate utility connection for ADUs and JADUs constructed with new homes and non-converted ADUs and JADUs and, instead, provide an additional option of upsizing an existing utility connection to comply with fire, water, and sewer design standards.

A connection fee or capacity charge will still be required and the fee or charge would be proportionate to the burden created by the ADU or JADU, based on either the floor areas or the drainage-fixtured units (DFU) values of the ADU or JADU and the primary dwelling. Therefore, Subsections XI-10-13.08(J)(2)(a) and 13.08(J)(2)(c) would be eliminated, and requirements for either upsizing existing utility connections or installing new utility connections will be found in Subsection XI-10-13.08(H)(2)(c).

### 4. Design Standards and Parking Requirements for ADUs Subject to Additional Objective Requirements

The existing ordinance creates three review categories for ADUs: 1) those that meet the limited criteria imposed by State law in Government Code Sections 65852.2 and 65852.22; 2) those that do not meet the limited state-imposed criteria, but meet the standards of Subsection XI-10-13.08(G) of the Zoning Code; and, 3) ADUs that do not meet all of the standards of Subsection 13.08(G). As currently structured, the parking requirements and design standards of the ordinance are in separate subsections of the ordinance, which suggests that those requirements apply to all ADU review categories. However, Government Code Section 65852.2(e)(1) prohibits local jurisdictions from imposing development standards such as landscaping, height, setbacks, and parking requirements in addition to the standards in Government Code Section 65852.2(e)(1). To clearly distinguish development standards applicable to those ADUs that meet limited state criteria from ADUs subject to XI-10-Subsection 13.08(G) of the Zoning Code, separate subsections for parking requirements and design standards will be eliminated and those standards will be relocated to Subsection XI-10-13.08(G) of the Zoning Code.

### 5. Number of Bedrooms

Subsections XI-10-13.08(G)(2)(a)(i) and XI-10-13.08(G)(2)(a)(ii) of the Zoning Code limit the number of bedrooms within an ADU. Additional guidance from the California Department of

Housing and Community Development (HCD) has construed a limit on the number of bedrooms as a discriminatory practice towards protected classes, such as familial status, and would be considered a constraint on the development of ADUs. Therefore, the limit on the number of bedrooms has been eliminated from Subsections XI-10-13.08(G)(2)(a)(i) and XI-10-13.08(G)(2)(a)(ii) of the Zoning Code.

### **General Plan Conformance**

The City's General Plan is the primary long-range planning document that provides the vision for the future growth and development of Milpitas. The proposed zoning text amendments conform to the policies and standards in the City's General Plan, as demonstrated in Table 1:

**Table 1: General Plan Consistency**

| Policy                                                                                                                                                                                                                                                                                                 | Conformance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><i>Land Use 1-4:</i></b><br/>Continue to provide for a variety of housing types and densities that meet the needs of individuals and families and offers residents of all income levels, age groups and special needs sufficient housing opportunities and choices for locating in Milpitas.</p> | <p><b>Consistent.</b> The zoning text amendments modify the ADU and JADU regulations to streamline and encourage the production of these housing unit types, which add diversity to the City's housing stock in terms of unit size and cost. ADUs and JADUs offer new housing options that help meet the needs of a range of household sizes, income levels, and ages.</p>                                                                                                                                                                                                                  |
| <p><b><i>Community Health and Wellness 4-1</i></b><br/>Ensure that there is a diversity of housing types to accommodate all income levels and provide housing for very low and extremely low-income populations in areas with high accessibility to public transportation.</p>                         | <p><b>Consistent.</b> The proposed ordinance enacts changes to zoning regulations for a specific type of residential development that increases the variety of housing types. By waiving parking requirements for ADUs meeting certain criteria, including those located in close proximity to transit, and all JADUs, production near public transit is incentivized. Because ADUs and JADUs tend to be smaller than single-family residences and traditional multi-family apartments or condominiums, they are generally one of the most affordable housing unit types on the market.</p> |
| <p><b><i>Housing Element Goal C:</i></b><br/>Facilitate New Housing Production</p>                                                                                                                                                                                                                     | <p><b>Consistent.</b> The zoning text amendments modify the ADU regulations to comply with new State laws intended to reduce barriers to the construction of ADUs and JADUs. The updated streamlined review process and objective standards simplifies and facilitates the production of new housing units in existing residential neighborhoods.</p>                                                                                                                                                                                                                                       |

|                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><i>Housing Element Goal D:</i></b><br/>Support Housing Diversity and Affordability</p> | <p><b>Consistent.</b> The zoning text amendments modify the City’s ADU and JADU regulations and encourage the production of additional housing that are available and appropriate to different household sizes, and income levels. Because ADUs and JADUs tend to be smaller than single-family residences and traditional multi-family apartments or condominiums, they are generally one of the most affordable housing unit types on the market.</p> |
|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**FINDINGS FOR APPROVAL (OR DENIAL)**

A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action. The following are the required findings for approval of a zoning amendment:

**Zoning Amendment (Section XI-10-57.02(G)(3))**

- 1. The proposed amendment is consistent with the General Plan.*

As summarized in Table 1, the proposed zoning amendments are consistent with the Milpitas General Plan. Specifically, the amendments implement policy 1-4 of the Land Use Element and policy 4-1 of the Community Health and Wellness Element, which speak to the need to provide a variety of housing types suited to a range of household types (e.g. individuals, families) and income levels and creating housing in close proximity to public transportation. The zoning amendments would also help to realize the intent of Goals C and D of the Housing Element, which call for the City to facilitate new housing production and support diversity and affordability in Milpitas’ housing stock. Adoption of the proposed amendments to the Zoning Ordinance would make it easier, faster, and more cost-efficient for property owners to create ADUs and JADUs, which are typically smaller housing unit types that tend to be inherently more affordable. Adding more ADUs and JADUs within the City’s existing neighborhoods would greatly help to meet local housing demand, especially for smaller households with lower- to moderate incomes such as students, single working individuals, and seniors.

In addition, consistent with Government Code Section 65852.2(a)(1)(C), the proposed zoning amendments include a provision stating that ADUs and JADUs are a residential use that is consistent with the existing General Plan designation for the subject property.

- 2. The proposed amendment will not adversely affect the public health, safety and welfare.*

The proposed zoning amendments refine the streamlined review procedures and standards for ADUs and JADUs to ensure that future units are compatible with surrounding single-family residential uses and avoid potential impacts (e.g. to privacy and solar access) on adjacent properties. In this respect the amendments will serve to protect neighborhood character and property owner rights, thereby maintaining the public health, safety, and welfare.

**ENVIRONMENTAL REVIEW**

Under California Public Resources Code Section 21080.17, CEQA does not apply to the adoption of an ordinance by a local government implementing the provisions of Section 65852.2 of the Government Code, which is California’s law regulating ADUs and JADUs, as defined by Government Code Section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State’s ADU law. In addition, the ordinance is statutorily exempt pursuant to CEQA Guidelines Section 15282(h) (adoption of an ordinance regarding second units in a single- or multi-family residential zone).

**PUBLIC COMMENT/OUTREACH**

This item was initially scheduled to be heard at the February 24, 2021 Planning Commission meeting for recommendation to the City Council. Accordingly, a notice was published in the *Milpitas Post* on February 12, 2021 (two Fridays before the meeting). This item was continued date certain to the April 14, 2021 meeting and then continued again to the June 23, 2021 Planning Commission meeting; therefore, no additional notice is necessary. A public notice was also provided on the City’s website, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov), and posted at City Hall. At the time of preparation of this staff report, no public comments were received.

**CITY COUNCIL REVIEW**

Zoning Ordinance Text amendments require review and approval by the City Council based on a recommendation from the Planning Commission. This item is tentatively scheduled on the August 5, 2021 Council agenda.

**CONCLUSION**

The proposed Zoning Ordinance text amendments modify regulations related to ADUs and JADUs to comply with Government Code Sections 65852.2 and 65852.22 and refine the development standards that reflect the local context of residential neighborhoods and development patterns in Milpitas. Adoption of the zoning text amendments would allow the City to streamline the approval process for and encourage development of ADUs and JADUs, as required under State law, while continuing to enforce its local regulations and further the goals of the General Plan.

**RECOMMENDATION**

**STAFF RECOMMENDS THAT the Planning Commission:**

- 1. Open and Close Public Hearing;**
- 2. Consider the Exemption from environmental review under CEQA; and**
- 3. Adopt Resolution No. 21-017 recommending that the City Council adopt an Ordinance amending Section XI-10-13.08 “Accessory Dwelling Units” of the Milpitas Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units.**

**ATTACHMENTS**

A: Resolution No. 21-017



B: Draft Ordinance No. xx.xxx



## CITY OF MILPITAS AGENDA REPORT (AR)

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Adopt a Resolution Approving a Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow demolition of an existing office/warehouse industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open space, on a 1.11-acre parcel located at 308 Sango Court, in the Transit Area Specific Plan (TASP) planning area, pursuant to CEQA exemptions.</b>                                                                                                                                                                                       |
| <b>Category:</b>              | Public Hearings-Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Meeting Date:</b>          | 8/5/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Staff Contact:</b>         | <b>Ned Thomas, Planning Director, 408-586-3273</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b><u>Recommendation:</u></b> | <ol style="list-style-type: none"> <li>1) Conduct a public hearing, receive public comment, and move to close the hearing.</li> <li>2) Deliberate and provide direction regarding development fees.</li> <li>3) Adopt a Resolution to approve Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029, and Environmental Assessment No. EA19-0007 to allow demolition of an existing industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units, a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open space, pursuant to CEQA exemptions, and subject to the findings and Conditions of Approval.</li> </ol> |

### **Background:**

In June 2008, the City of Milpitas adopted the Transit Area Specific Plan (TASP) to facilitate the transformation of older industrial properties surrounding the future Milpitas Transit Center into high intensity, transit-oriented, mixed-use neighborhoods. The TASP designated the properties on Sango Court for very high density mixed-use and transit-oriented residential development. In 2018, the City approved a 102-unit 100% affordable housing project at 355 Sango Court. In addition, the City has recently purchased other properties in the area, including 1700 Sango, for future public park and roadway improvements. The proposed 85-unit 100% affordable housing project at 308 Sango would continue the ongoing transformation of this area consistent with the TASP vision.

In March 2020, the City initiated an update to the TASP and rebranded this effort as the Milpitas Metro Specific Plan. The updated Plan will shape the continued transformation of neighborhoods surrounding the Milpitas Transit Center, which opened in June 2020, to create a vibrant transit-oriented community with a mix of housing, retail, entertainment, and employment uses and a safe and attractive network of parks and trails.

On December 12, 2019, Mike Kelley of Pacific West Communities, Inc. submitted an application for a Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to demolish an existing two-story, 14,800-square foot industrial office/warehouse building, remove three protected trees, and develop a 64,356-square foot, podium-style multi-family residential building, up to 77 feet (six stories) in height,

with up to 85 dwelling units, a ground-floor garage with up to 48 vehicles spaces, and associated site improvements, on a 1.11-acre site located at 308 Sango Court in the Transit Area Specific Plan (TASP) area. On June 30, 2021, the Planning Commission reviewed the proposed project and held a public hearing to receive public comment. Prior to the public hearing, staff received one comment letter, submitted by Pastor Joe Sun from Ark Baptist Church located adjacent to the project site at 380 Montague Expressway, supporting the development of affordable housing but expressing concerns about the adequate parking in the neighborhood. During the public hearing, four community members provided additional oral comments: two comments in support of the project with additional parking, one comment opposing the project, and one comment regarding Senate Bill 10 legislation.

The Planning Commission voted to recommend the project to the City Council for approval. The final vote was three “yes” votes (Chair Tao, Commissioner Alcorn, Commissioner Galang), two “no” votes (Vice Chair Chuan and Commissioner Ciardella) and two abstentions (Commissioner Albana and Commissioner Belong).

### **Project Description:**

The project site at 308 Sango Court is currently occupied by a 14,800-square foot industrial building with two floors of office space at the front and approximately 25,000 square feet of paved surface parking and storage areas on the west side and rear of the building. The site was originally developed in the 1980s as part of the Sango Court industrial park.

The proposed project would include a total of 85 multi-family residential units, including 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units. The residential units would occupy a five-story tower surrounding a central courtyard over a one-story, ground-floor parking garage. The units would range in size from 563 to 1,073 square feet. All units would be affordable, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households.

The State Density Bonus Law (Gov. Code § 65915 et seq.) provides a density bonus, a reduction in required parking ratios, concessions and waivers from development standards, and discretionary incentives in return for the affordable housing component of this project. The Analysis section of this staff report includes a full discussion of the State Density Bonus provisions related to this project.

The proposed structure would have a maximum height of approximately 77 feet or six stories (at the parapet height). All rooftop mechanical equipment will be screened from view by the parapet walls. The second floor will feature a 4,832-square foot shared central courtyard furnished with raised planters, decorative pavers, shade structure, gas barbeque, picnic table, and an artificial turf activity area. The courtyard will have direct access from the interior of the building and by an exterior stairway from the ground floor. The ground-floor frontage along Sango Court would include a 1,473-square foot lobby, a 615-square foot fitness center, and a 765-square foot common lounge for residents. Open space areas located along the west side and rear of the building would feature a landscaped pathway with seating, a small picnic area, and designated areas for outdoor recreation.

The proposed project as recommended by the Planning Commission includes a total of 48 parking spaces. Available parking would include four van-accessible spaces, eight electric vehicle (EV) resident spaces, 17 EV-capable resident spaces, 15 compact spaces, and four additional spaces for guests or deliveries. The proposed parking reflects a significantly reduced parking requirement for 100% affordable projects located within one-half mile of a quality transit stop, as allowed under the State Density Bonus Law (Gov. Code § 65915 et seq.). In addition, the ground-floor parking garage would include bicycle parking spaces in accordance with TASP requirements as well as access to utility rooms for electrical connections, fire control, and solid waste collection.

### **Location and Context:**

The Project is located on a 1.11-acre site on the south side of Sango Court, as shown in Figure 1 below.

**Figure 1: 308 Sango Ct. (Aerial Image)**



The property is located within the Transit Area Specific Plan (Milpitas Metro Specific Plan) area and zoned Very High-Density Mixed-Use (MXD3). Table 1 summarizes the project site's General Plan land use designation, zoning, and surrounding uses. Figure 2 shows the proposed location and surrounding zoning.

**Table 1: Surrounding Zoning and Land Uses**

|                     | General Plan                        | Zoning                                     | Existing Uses                       |
|---------------------|-------------------------------------|--------------------------------------------|-------------------------------------|
| <b>Subject Site</b> | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Vacant Light Industrial             |
| <b>West</b>         | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Ark Baptist Church                  |
| <b>East</b>         | Milpitas Metro Specific Plan (MMSP) | Multi-family High-Density Residential (R3) | Olson Brother's Body Shop           |
| <b>North</b>        | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Various Light Industrial/Commercial |
| <b>South</b>        | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Residential Townhomes               |

**Figure 2: 308 Sango Ct. (Zoning Map)**



## Analysis:

The proposed project requires approval of three entitlements, as follows:

1. Site Development Permit SD19-0014: To allow the development of a podium-style multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of landscaped public and private open space on a 1.11-acre site; and
2. Density Bonus Permit DB19-0001: To allow a 27% density increase (18 units) over the maximum 60 du/acre density allowed in the MXD3 Zoning District and consideration of certain specific concessions, waivers, exceptions requested by the applicant; and
3. Tree Removal Permit TR199-0029: To remove (and replace) three protected trees; and
4. Environmental Assessment EA19-0007: To review and verify an exemption from further environmental review under CEQA.

Staff reviewed the entitlement applications listed above and found them to be in compliance with the policies, standards, and processes outlined in the City of Milpitas 2040 General Plan, Transit Area Specific Plan (Milpitas Metro Specific Plan), Zoning Ordinance, Milpitas Municipal Code (MMC), and the State Density Bonus Law. The remainder of this agenda report provides parcel specific details regarding each of the requested entitlements.

## General Plan Conformance

The General Plan designation for the project site is Milpitas Metro Specific Plan (MMSP), but since City Council has not formally adopted the MMSP, the TASP development standards currently apply. The intent of both the MMSP and TASP standards is to facilitate development of higher intensity, mixed-use neighborhoods near the Milpitas Transit Center and to encourage walking, biking, and the use of alternative modes of transportation.

As proposed, the Project is consistent with the goals, policies, and standards in the City's General Plan, as set forth in Table 2 below.

**Table 2: General Plan Consistency**

| Policy                                                                                                                                                                                                                                                                                                                                                                                      | Conformance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy LU 2-3:</b> <i>Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions, including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards.</i> | <b>Consistent.</b> The Project takes advantage of the Density Bonus provision, which permits increased densities by incorporating an affordable component in the development. The Project, as proposed, will be 100% affordable and provide up to 85 multi-family residential units for individuals and households with low or moderate incomes, as defined by the State of California and County of Santa Clara.                                                                                                                                                                                               |
| <b>Policy LU-4-2:</b> <i>Emphasize efforts to reduce regional vehicle miles traveled by supporting land-use patterns and site designs that promote active modes of transportation, including walking, biking, and public transit.</i>                                                                                                                                                       | <b>Consistent.</b> The Project is located within proximity to the Milpitas Transit Center and would allow easy access by pedestrians and bicyclists to various modes of travel. The Project proposes a significantly reduced parking standard with only 48 vehicle parking spaces for 85 residential units. Limited parking facilities will encourage walking, biking, and use public transit to access goods and services without using an automobile and directly reduce vehicle miles traveled. The Project includes 34 bicycle parking spaces, further promoting the use of active modes of transportation. |
| <b>Policy LU 5-3:</b> <i>Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.</i>                                                                                                                                                                     | <b>Consistent.</b> The Project meets the height standards by proposing a six-story building, up to 77 feet in height, in a zoning district that allows up to 12 stories and a maximum height of 150 feet.                                                                                                                                                                                                                                                                                                                                                                                                       |

### **Transit Area / Metro Milpitas Specific Plan Conformance**

The TASP/MMSP land use designation for the project site is Boulevard Very High-Density Mixed Use. This designation provides for high-density housing, retail, and employment uses within the Montague Expressway corridor. As shown in Table 3 below, the Project is consistent with applicable TASP/MMSP land use policies.

**Table 3: TASP/MMSP Consistency**

| Policy                                                                                                                                                                    | Conformance                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy 3.4:</b> <i>Provide a variety of housing types for different types of households, different income levels, different age groups, and different life-styles.</i> | <b>Consistent.</b> The proposed Project will provide various housing types, including one-, two-, and three-bedroom units for rent to either moderate or low-income individuals or households, consistent with the City's goal of providing housing for various households and income levels. |

| Policy                                                                                                                                                                                                                                                                                                                                                                                           | Conformance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy 3.6:</b> <i>Encourage creativity in high-density residential design. Allow creative housing types, such as live/work lofts.</i>                                                                                                                                                                                                                                                        | <b>Consistent.</b> The Project will use modular construction to reduce construction time and costs and will incorporate varied materials and architectural features to create visual interest. The multi-story building provides higher-density development in contrast to surrounding lower-density two, three, and four-story townhomes. On-site amenities will include a central courtyard on the second floor, landscaped open space and recreation areas around the building, and a ground-floor parking garage for vehicles and bicycles. |
| <b>Policy 3.17:</b> <i>New streets shall be located as generally shown on the Street System Map, Figure 3-2 within the TASP</i>                                                                                                                                                                                                                                                                  | <b>Consistent.</b> A portion of the Project's TASP fees will contribute to the new Sango Court configuration, designed to replace the cul-de-sac with a local street and connection to Tarob Court.                                                                                                                                                                                                                                                                                                                                             |
| <b>Policy 3.2:</b> <i>Affordable housing units should be provided with new housing developments. Determine affordable unit requirements on a project-by project basis, considering the size of the project, the location of the site, and the mix of affordable units in the Midtown Area. Allow housing developments of 12 units or less to pay a fee in lieu of providing affordable units</i> | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units. At a minimum, 60 percent of the units will be for low-income individuals or households, while 40 percent will be for moderate-income individuals or households.                                                                                                                                                                                                                                                          |
| <b>Policy 3.3:</b> <i>Affordable housing should be integrated into all residential projects.</i>                                                                                                                                                                                                                                                                                                 | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units reserved for low- and moderate-income individuals or households.                                                                                                                                                                                                                                                                                                                                                          |

### Zoning Conformance

The zoning designation for the project site is Very High-Density Mixed Use (MXD3). As demonstrated in Tables 4 and 5 below, the Project is consistent with the development standards for the MXD3 Zoning District and TASP/MMSP area, with two exceptions. For those project elements not in compliance with the MXD3 or TASP/MMSP development standards, the applicant is requesting concessions or waivers in accordance with the affordability provisions of the State Density Bonus Law. A detailed discussion of the State Density Bonus Law and a summary of the concessions or waivers requested by the applicant are provided later in this report.

**Table 4: Development Standards for the MXD3 Zoning District**

| MXD3    | Standard                       | Conformance                                                          |
|---------|--------------------------------|----------------------------------------------------------------------|
| Density | 41-60 dwelling unit/gross acre | <b>Compliant: Eligible for Density Bonus up to 80%</b><br>77 du/acre |
| MXD3    | Standard                       | Conformance                                                          |



|                               |                                                                                                                                              |                                                                                                            |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Setbacks</b>               |                                                                                                                                              | <b>Compliant (with Density Bonus Waiver)</b>                                                               |
| <b>Front (min / max)</b>      | 12-20 ft. from the property line                                                                                                             | 15 ft.                                                                                                     |
| <b>Right (North) Side</b>     | 10 ft. / 20 ft. for portion over 60 ft. in height                                                                                            | 21 ft.                                                                                                     |
| <b>Left (South) Side</b>      | 10 ft. / 20 ft. for portion over 60 ft. in height                                                                                            | 40 ft., four inches                                                                                        |
| <b>Rear</b>                   | 15 ft. minimum / 30 ft. for portion of building over 60 ft. in height                                                                        | 23 ft., 10 inches (Compliant with Density Bonus Permit – Waiver)                                           |
| <b>Floor Area Ratio (FAR)</b> | 2.0 FAR maximum                                                                                                                              | <b>Compliant:</b> 0.45 FAR                                                                                 |
| <b>Commercial Area (Min)</b>  | Commercial area not required                                                                                                                 | No commercial area proposed                                                                                |
| <b>Building Height</b>        | Twelve stories or 150 ft. max.                                                                                                               | <b>Compliant:</b> 77 ft.                                                                                   |
| <b>Private Open Space</b>     | Each dwelling unit requires private open space                                                                                               | <b>Compliant (with Density Bonus Waiver):</b><br>Ten of 85 dwelling units include private open space       |
| <b>Landscaping</b>            | All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display of goods, or street furniture | <b>Compliant:</b> The front setback area has an entrance and landscaped public plaza with trees and shrubs |

In addition, projects located in the TASP/MMSP area must comply with the additional development and design standards outlined in Table 5 below.

**Table 5: Additional Development Standards Applicable in the TASP/MMSP**

|                                                   | <b>Standard</b>                                                                                   | <b>Conformance</b>                                                                                   |
|---------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Projections into Required Yards</b>            | Porches, stairs, balconies, bay windows, and awnings may project up to six feet into setback.     | <b>Compliant:</b> A proposed outdoor stairwell encroaches into the right setback by three feet.      |
| <b>Building Orientation and Entrances</b>         | Building must face the street; and primary building entrances must be oriented toward the street. | <b>Compliant:</b> Access to the building is via the front of the building, through the public plaza. |
| <b>Vehicle Parking</b>                            | 140 parking spaces are required per TASP/MMSP development standards.                              | <b>Compliant (with Density Bonus Concession):</b><br>48 parking spaces                               |
| <b>Bicycle Parking</b>                            | 28 long- and short-term bicycle parking spaces.                                                   | <b>Compliant:</b> 34 long- and short-term bicycle parking spaces.                                    |
| <b>Parking Structure and Parking Lot Location</b> | Parking must be located so that it is not visible from the street.                                | <b>Compliant:</b> Parking lot entrance accessible from the side and not visible from the street.     |
| <b>Parking Access and Curb Cuts</b>               | Maximum two curb cuts per lot per street frontage                                                 | <b>Compliant:</b> One curb cut along frontage proposed.                                              |



|                                  | Standard                                    | Conformance                                                                                                                         |
|----------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Park Acreage Requirements</b> | 0.14 acres (after payment of TASP/MMSP fee) | <b>Compliant:</b> 0.48 acres proposed, which includes a public plaza, internal courtyard, recreational courts, and fitness facility |

### ***Architectural Design***

The proposed project will feature modular construction with a contemporary architectural design and color scheme. Variations in colors, materials, and wall planes break up the building massing, and smaller elements such as recessed windows, decorative awnings, and score lines provide visual interest. Figure 3 is a perspective view of the north and east building elevations. A public art piece is proposed at the northeast corner of the building near the lobby entrance and vehicle driveway.

**Figure 3: Proposed Project Looking Southwest from Sango Court**



Figure 4 is a perspective view of the west elevation of the proposed building looking into the central courtyard.

**Figure 4: Proposed Project looking Northeast into the Central Courtyard**



### ***Landscaping (including Tree Removal and Replacement)***

The project includes removal and replacement of three protected trees (Chinese Tallow) to accommodate construction of the driveway and public frontage improvements. In accordance with the City's Tree Maintenance and Protection Ordinance, the project includes planting 18 replacement trees (King Palms, Gingko Biloba, D

Southern Magnolias, and Queen Palms) in various areas across the site. Other new landscaping around the site will include various shrubs (Japanese Laurel, Creeping Mahonia, and Carolina Laurel Cherry), grasses (Blue Fescue, Purple Muhly, and Dwarf Fountain Grass), and perennials (Cast Iron Plants, Japanese Sago Palm, and African Irises). Artificial turf areas will also be provided as part of the required facilities for onsite stormwater management. The perimeter landscape area includes trees, shrubs, grasses, perennials, a dog park, a picnic area, a lawn area, a basketball court, and two lounge and seating areas, as demonstrated in Figure 5 below.

**Figure 5: Landscape Plan**



**Parkland and Open Space Requirements**

TASP requires all new residential developments to provide 3.5 acres of parkland for every 1,000 persons or payment of fees-in-lieu, as required per MMC Section XI-10-6.04 (G) (Park and Open Space Requirements for Residential Uses). Based on the proposed 85 units at the site, the project would be required to provide 0.74 acres of parkland, or the equivalent to approximately \$2,065,162 in in-lieu fees.

All projects in the TASP are required to pay a Transit Area Development Impact Fee (TADIF), and portion of the TADIF is used for public park and recreation facilities within the TASP area. By paying the TADIF, the applicant receives a credit of \$1,682,842, equivalent to 0.60 acres of parkland. The applicant is obligated to either provide an additional 0.14 acres of public or private recreational space or pay an additional \$382,320.

To satisfy this requirement, the applicant proposes to provide 0.48 acres of on-site public and private recreation space. The proposed project features multiple open space and recreational amenities, including a shared central courtyard, recreation facilities and picnic area at the rear of the property, and a paseo with benches along the west side of the building. Additionally, the Project would receive credit for the 765 square foot recreational lounge with outdoor patio, 615-square foot communal fitness area, and 10 private balconies with a total of 1,205 square feet. By designing these elements into the project, the parkland requirement is met without additional fees. Table 6 outlines this information below.

**Table 6: Summary of Adherence to Parkland Requirements**

|                                     |             |
|-------------------------------------|-------------|
| 308 Sango Court Unit Count          | 85 units    |
| 308 Sango Court Population Estimate | 212 persons |

|                                                           |                                                   |
|-----------------------------------------------------------|---------------------------------------------------|
| TASP Parkland Requirement                                 | 3.5 acres/1,000 people or equivalent fees-in-lieu |
| <b>Total Parkland Acreage or In-lieu Fee Required</b>     | <b>0.74 acres / \$2,065,162</b>                   |
| Amount include in Payment of TASP Fees (Acreage/Dollars)  | 0.60 acres / \$1,682,842                          |
| <b>Remaining Parkland Acreage or In-lieu Fee Required</b> | <b>0.14 acres / \$382,320</b>                     |
| Private Recreation/Open Space Included in the Project     | 0.48 acres                                        |
| <b>Balance of Parkland Acreage or In-lieu Fees Due</b>    | <b>0.00 acres / \$0</b>                           |

### **State Density Bonus Law**

To encourage the production of affordable housing, the State Density Bonus Law (Gov. Code § 65915 et seq.) allows developers to receive a density bonus of up to a 50% increase for most projects, depending on the amount of affordable housing provided, and an 80% increase in density for projects that are 100% affordable. The Density Bonus is a state mandate, and any developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. The City's local Density Bonus Ordinance (MMC Section XI-10-54.15 (F)) mirrors the State requirements.

Based on 100% affordability, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the proposed project is eligible for a 50% density bonus. The maximum allowable density in the MXD3 Zoning District is 60 du/ac, which would yield 67 units on the subject 1.11-acre parcel. The proposed 85-unit development represents a 27% increase over the maximum allowable density, which is less than the allowable 50% density bonus. Under the State Density Bonus Law, the applicant is entitled to receive the 27% density bonus as a matter of right.

### ***Concessions and Waivers***

The State Density Bonus Law and MMC Section XI-10-54.15(F) also allow developers who incorporate affordable units within a residential project to request relief from local development standards in the form of concessions, waivers, and incentives. Concessions and waivers typically involve a reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or maximum building height requirements. Incentives typically involve financial measures intended to achieve identifiable and actual cost reductions for a project.

The City is required to grant concessions or waivers proposed by the developer unless it finds that the proposed concession or waiver would not result in identifiable and actual cost reductions, would cause a public health or safety problem, would cause an environmental problem, would harm historical property, or would be contrary to law. Pursuant to Gov. Code Section 65915(a)(2), the City may require an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions. The local jurisdiction has the burden of proof if it chooses to decline a concession or waiver requested by the applicant.

The number of required concessions is based on the percentage of affordable units in the project. Since the proposed project is 100% affordable (except for one manager's unit), with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the applicant qualifies for three concessions. In addition to concessions, the applicant may also request waivers or reductions of any local development standards that would physically prevent the project from being built at the permitted density and with the granted concessions. Based on 100% affordability, the project is eligible for an unlimited number of waivers from local development standards. The City is not required to waive or reduce development standards.

that would cause a public health or safety problem, cause an environmental problem, harm historical property, or would be contrary to law.

In addition to concessions and waivers from development standards, the applicant may also request financial incentives from the City in the form of fee waivers, reductions in dedication requirements, etc. The City is not required to grant these additional incentives but may consider granting these requests to demonstrate support the development of affordable housing.

The following sections describe concessions, waivers, and incentives requested by the applicant for the proposed project at 308 Sango. A letter from the applicant outlining their request for these concessions and waivers will be provided to the City Council prior to the meeting.

### ***Rear Yard Setback***

The TASP Development Standards for sites within the MXD3 Zoning District (see TASP Table 5-1) require a minimum rear yard setback of 30 ft. for a multi-story residential project over 60 ft. in height. The applicant is requesting a waiver to allow a reduced setback of 23 feet, 10 inches. Based on the level of affordability, the proposed project qualifies for the requested waiver, which is not discretionary.

### ***Private Open Space***

MXD3 zoning standards require each residential unit to have private open space in the form of a patio or balcony. The Project provides private open space for only ten of the 85 residential units, and the applicant has requested a waiver to eliminate the private open space requirement for the other 75 units. To partially compensate for the lack of private open space, the project incorporates over 20,000 square feet of common open space and recreational amenities for residents and their guests. This waiver is not discretionary.

### ***Parking***

The proposed parking garage provides a total of 48 parking spaces, which is significantly fewer than the standard TASP parking requirements. In 2020, the State Density Bonus Law was amended to provide a reduced ratio of 0.5 parking spaces per unit for affordable housing projects with at least 20% of the units designated for low-income individuals or households and within half-mile of an accessible major transit stop. A basic parking analysis for the proposed project is provided in Table 7 below. Requesting reduced parking standards does not count as an incentive or concession and is not discretionary.

Under the State Density Bonus Law, the developer may also request additional special parking standards as a concession. The TASP development standards require all vehicle spaces within the MXD3 Zoning District to have standard dimensions (10'x 20'), and the applicant has requested a waiver to allow 33% of the total vehicle spaces within the parking garage to be sized for compact vehicles. Based on the level of affordability, the proposed project qualifies for the requested waiver, which is not discretionary.

**Table 7: Parking Requirements (under State Density Bonus Law)**

| Land Use   | Count | Rate     | Spaces Required | Spaces Provided | Notes |
|------------|-------|----------|-----------------|-----------------|-------|
| 1 bedroom  | 35    | 0.5/unit | 18              | 18              |       |
| 2 bedrooms | 27    | 0.5/unit | 14              | 16              |       |
| 3 bedrooms | 23    | 0.5/unit | 12              | 14              |       |

|              |           |           |                                                                   |
|--------------|-----------|-----------|-------------------------------------------------------------------|
| <b>Total</b> | <b>44</b> | <b>48</b> | <i>*Guest Parking is not required per State Density Bonus Law</i> |
|--------------|-----------|-----------|-------------------------------------------------------------------|

Under the State Density Bonus Law, the developer may also request additional special parking standards as an incentive or concession. The TASP development standards require all vehicle spaces within the MXD3 Zoning District to have standard vehicle space size dimensions (10'x 20'), and the applicant has requested a waiver to allow 33% of the total vehicle spaces within the parking garage to be sized for compact vehicles. The proposed affordable project qualifies for the requested waiver.

### ***Parking Concerns Discussed by Planning Commission***

During the public hearing held on June 30, 2021, members of the Planning Commission expressed concern about the adequacy of parking at the project site and suggested that the applicant meet with the adjacent property owner, Ark Baptist Church, to discuss comments made during the public hearing. As a result of those discussions and subsequent meetings with City staff, the conditions of approval included in the Resolution for this project require the applicant to work with staff to maximize on-site parking to the extent feasible with the use of mechanical parking. The applicant will design the ground-floor garage to provide adequate height, electrical connections, and other needed infrastructure to accommodate mechanical parking stackers.

Additional on-street parking, including a loading zone for rideshare services and deliveries, will be available in front of the proposed project when street improvements are completed along Sango Court in accordance with the Milpitas Metro Specific Plan. Major street improvements to be completed in this area include new connections to Tarob Court and the Milpitas Transit Center via a pedestrian/bicycle bridge over Penitencia Creek. The conditions of approval also require that the operator of the affordable housing project provide free or subsidized transit passes to residents as a means of reducing the demand for on-site parking.

### ***Development Fees***

Under the State Density Bonus law, the City may consider other financial incentives, such as fee waivers or fee deferral, to support the development of affordable housing through identifiable and actual cost reductions. The applicant has requested a deferral of payment of the Transit Area Development Impact fees (TADIF) from issuance of Building Permit to issuance of Certificate of Occupancy and a 100% reduction in Public Art fees. The City of Milpitas has adopted policies to offset fees for certain development types, including affordable housing projects. The Project is subject to the following development fees:

- ***Transit Area Specific Plan Development Impact Fee (TADIF)***  
The TADIF is currently set at \$40,487 per residential unit. Based on approval for the development of 85 units, the estimated TADIF for this project is \$3,441,395. The City has allowed deferred payment of the TADIF on a limited basis for a handful of other projects, and in this case, the City concedes that deferral of the TADIF would help facilitate the development of a new 100% affordable housing project. This would be considered a financial incentive under the Density Bonus Law.
- ***Affordable Housing Impact Fee***  
A new development project with over ten residential units must either pay an Affordable Housing Impact Fee or construct affordable units on-site. The project provides 85 affordable rental units on-site and has fulfilled the requirements of the Affordable Housing Ordinance.
- ***Public Art Fee***  
Private residential developments of 20 or more new dwelling units are required to devote at least one-half of one percent of the Building Development Cost toward the purchase and installation of public art at the project site. Based on an estimated total development cost of the \$49,000,000, the applicant would be required to either develop a public art piece valued at \$245,000 or pay that amount into the Public Art Fund. As shown on the project plans, the Developer proposed to include a Public Art installation near the entrance to the project but requests that the art piece not exceed a value of \$10,000. In accordance with Milp



Municipal Code Section XI-10-14.03 (E), the City Council may waive the Public Art requirements as an incentive in support of a 100% affordable housing development.

### **Summary of Concessions, Waivers, and Incentives**

Table 8 demonstrates the concessions and waivers proposed for the Project, and Table 9 demonstrates the incentives requested by the applicant.

**Table 8: Density Bonus – Concessions and Waivers**

| <b><i>Request</i></b> | <b><i>Standard</i></b>                                           | <b><i>Applicant Request</i></b>                           | <b><i>Justification</i></b>                                                                                                               | <b><i>Discretion</i></b>                                         |
|-----------------------|------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| <i>Density Bonus</i>  | 60 du/ac                                                         | 27 percent bonus                                          | Allows a larger number of affordable units to be developed (77 du/ac)                                                                     | Allowed under State Density Bonus Law.<br>No discretion by City. |
| <i>Concession</i>     | Private open space required for each unit                        | Provide private patio or balcony for ten of the 85 units. | Project provides common open space, including a central courtyard, recreational areas, and a landscaped paseo with outdoor seating.       | Allowed under State Density Bonus Law.<br>No discretion by City. |
| <i>Parking Waiver</i> | 122 spaces (1.44 spaces per unit)                                | 48 spaces (0.56 spaces per unit)                          | Parking reduction to 48 parking spaces reduces overall project costs; proximity to Milpitas Transit Center reduces the need for a vehicle | Allowed under State Density Bonus Law.<br>No discretion by City. |
| <i>Waiver</i>         | 30-foot rear setback for a bldg. portion above 60 feet in height | 23-foot-10-inch rear setback                              | The proposed building modular construction to reduce costs. Each module has a pre-determined length and width.                            | Allowed under State Density Bonus Law.<br>No discretion by City. |
| <i>Waiver</i>         | Compact parking prohibited in MXD3 Zone                          | 16 compact spaces (33 percent of total)                   | Compact spaces facilitate efficient parking and site design                                                                               | Allowed under State Density Bonus Law.<br>No discretion by City. |

**Table 9: Density Bonus – Incentives**

| <b>Request</b>    | <b>Standard</b>                                                                       | <b>Applicant Request</b>                                                                             | <b>Justification</b>                                                                                                    | <b>Discretion</b>                                              |
|-------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <i>TASP Fee</i>   | Payment of TASP impact fees at issuance of Building Permit                            | Payment of TASP Fees deferred to issuance of Certificate of Occupancy                                | Deferral of TASP fees will reduce costs by shifting interest from short-term construction loan to longer-term financing | TASP Impact fee deferral at the discretion of the City Council |
| <i>Public Art</i> | Install public art on-site or pay in-lieu fee (½ of 1% of estimated development cost) | Waive Public Art requirement or allow on-site art installation of lesser value that ½ of one percent | Reduced contribution to public art will reduce overall costs of 100% affordable housing project                         | Public Art Fee waiver at the discretion of City Council        |

The proposed concessions and waivers would result in actual and identifiable cost savings to the developer, and these savings are necessary to achieve the level of affordability proposed. None of the concessions or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources, so the City has no justification to deny the requested concessions and waivers.

#### ***Off-Site Improvements***

The TASP/MMSP calls for narrowing Sango Court and replacing the existing cul-de-sac with a local street that connects to Tarob Court. These future street improvements will require the installation of new curb and gutter for all properties with frontage on Sango Court. The City would bear a portion of the cost, with the remaining cost paid by property owners facing Sango Court. The resolution includes the following condition of approval:

- The Permittee shall pay an in-lieu fee equivalent to 50% of the construction costs of narrow Sango Court along their property frontage per the Transit Area Specific Plan (TASP) local street standard. This shall include, but not be limited to, all costs associated with the removal and/or modification of existing frontage improvements for the project site, the installation of roadway, sidewalk, decorative parking stalls, streetlights, street furniture, and landscaping to TASP standards, and the relocation of utilities and appurtenances. The in-lieu fee shall be based upon the project engineer's cost estimate subject to City Engineer's review and approval. Once the updated TASP (Milpitas Metro Plan) and associated Transit Area Development Impact Fee (TADIF) are approved by the City Council, including funding for a project to narrow Sango Court per TASP local street standards, the Permittee shall pay the revised TADIF instead of the in-lieu fee and will receive a credit towards their TADIF if the in-lieu fee for roadway narrowing was previously paid.

#### **Findings for Site Development Permit and Density Bonus Permit**

A finding is a statement of fact relating to the information that the City Council has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

#### ***Site Development Permit (Section XI-10-57.03 (F))***

To approve the Site Development Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.03(F):

1. *The layout of the site and design of the proposed buildings, structures, and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

The Project's site layout and design are consistent with the Montague Corridor Subdistrict of the TASP/MMSP design standards and MXD3 development standards, as demonstrated and outlined in Tables 3, 4, and 5. Pursuant to the State Density Bonus Law, the applicant has requested waivers for project components that are not consistent with any of the standards.

*2. The project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 4. The proposed multi-family residential building is a permitted use in the MXD3 Very High-Density Mixed-Use Zoning District, and the project design conforms to the site and development standards of the MXD3 zone. The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD3 standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

*3. The project is consistent with the Milpitas General Plan.*

The proposed Project and associated use are consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2.

*4. The project is consistent with the Specific Plan.*

The proposed Project is consistent with the applicable policies and design guidelines of the TASP/MMSP, as demonstrated and outlined in Tables 3 and 5. Where exceptions from TASP/MMSP development standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). Approval of the requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

***Density Bonus (Section XI-10.54.15(D), (F))***

*1. Determination of Maximum Allowable Densities. The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

Based on 100% affordability, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the proposed project is eligible for a 50% density bonus. The maximum allowable density in the MXD3 Zoning District is 60 du/ac, which would yield 67 units on the subject 1.11-acre parcel. The proposed 85-unit development represents a 27% increase over the maximum allowable density, which is less than the allowable 50% density bonus. Under the State Density Bonus Law, the applicant is entitled to receive the 27% density bonus as a matter of right.

*2. Unit Type and Location. All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council and/or Housing Authority modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

This standard is satisfied, as the Project proposes 34 units reserved for moderate-income households, 51 units reserved for low-income households, which will comprise the entirety of the project; therefore, the units will be dispersed throughout the Project. There are 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units that will be dispersed throughout the building.

*3. Agreement. Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*



The Project will be conditioned to execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property.

4. *Retaining Affordability.* A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. If the City does not grant at least one (1) additional concession or incentive, in addition to a density bonus as specified in Section XI-10-54.15(E), Density Bonus Conditions, of this Chapter, the developer shall agree to, and the City shall ensure continued affordability for a minimum of ten (10) years of all lower or very low-income housing units receiving a density bonus.

The designated affordable units will be required to remain in place for a minimum of 50 years as stated in the Conditions of Approval and will require a Regulatory Agreement to be recorded over the Project site.

5. *Affordable Rents.* Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households, as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.

The designated units for lower-income households will be conditioned to have affordable rents that do not exceed thirty (30%) of sixty (60%) of the Santa Clara County median income.

6. *Relation to State.* Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.

Any density bonus requirements not specified in the City's Municipal Code shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.

### **Density Bonus Concessions and Waivers**

In accordance with California Government Code Section 65915 and MMC Section X-10-54.15(F)(3), the City must grant the requested incentives/concessions unless the City can make either of the following findings in writing and based on substantial evidence:

- a. *The concession is not required in order to provide for affordable housing costs as defined in State Health and Safety Section 50052.2 or for rents for the affordable units pursuant to Section XI-10-54.15(D)(5), Standards, of Chapter 10 (Zoning) of the Milpitas Municipal Code.*
- b. *The concession would have a specific adverse impact as defined in State Government Code Section 65589.5(d) (2) upon the public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*

Pursuant to MMC Section XI-10.54.15(F)(6), the City must grant waivers of development standards if the applicant demonstrates the waiver is necessary to make the affordable housing units economically feasible and can only deny such waiver request if the City makes the above findings, specified in MMC Section XI-10.54.15(F)(3). If the City cannot make the findings for denial, the requested waivers must be granted, based on the requirements of the Municipal Code and California Government Code Section 65915.

The proposed concessions and waivers would result in actual and identifiable cost savings, and these savings are necessary to provide the level of affordability proposed. None of the concessions or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources, so the City has no justification to deny the requested concessions and waivers.

### **Policy Alternatives:**

N/A

**Fiscal Impact:**

If approved, the applicant will pay the standard TADIF fee, which equals to \$3,572,168 (\$3,441,395 + 3.8% Permit Automation Fee). The applicant will be required to pay all building permit fees. Based on Council direction, the applicant may not be required to pay the estimated Public Art In-lieu fee of approximately \$225,000.

**California Environmental Quality Act:**

The City conducted an environmental assessment (in the form of a memorandum, dated June 7, 2021) for the proposed Project in accordance with the California Environmental Quality Act (CEQA). The memorandum, attached as Exhibit 1 of the Resolution, supports the finding that the proposed Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15194 (Affordable Housing) as the Project scope is consistent with CEQA Guidelines Section 15192 (Threshold Requirements for Exemptions For Agricultural Housing, Affordable Housing, and Residential Infill Projects).

On a separate and independent basis, the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines Section 15195 (Residential Infill) and Section 15168(c) (Program EIR).

**Recommendation:**

- 1) Conduct a public hearing, receive public comment, and move to close the hearing;
- 2) Deliberate and provide direction regarding development fees; and
- 3) Adopt a Resolution approving Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the demolition of an existing industrial building, removal of three protected trees, and development of a six-story, 100% affordable housing project with up to 85 multi-family residential units, a ground-floor parking garage with up to 48 vehicle spaces , and approximately 20,788 square feet of public and private open space, pursuant to CEQA exemptions and subject to findings and Conditions of Approval.

**Attachments:**

Attachment A: City Council Resolution (with CEQA exemption memorandum)

Attachment B: Planning Commission Staff report (dated June 30, 2021)

Attachment C: Planning Commission Meeting Minutes for June 30, 2021

Attachment D: Project Plans

Attachment E: Letter from Pacific West Communities regarding Density Bonus

Attachment F: Public Comment Correspondence

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD19-0014 , DENSITY BONUS PERMIT NO. DB19-0001, TREE REMOVAL PERMIT NO. TR19-0029, AND ENVIRONMENTAL ASSESSMENT NO.**

**EA19-0007 TO ALLOW DEMOLITION OF AN EXISTING INDUSTRIAL BUILDING, REMOVAL OF THREE PROTECTED TREES, AND DEVELOPMENT OF A MULTI-FAMILY RESIDENTIAL BUILDING, UP TO 77 FEET (SIX STORIES) IN HEIGHT, WITH UP TO 85 DWELLING UNITS (100% AFFORDABLE), A GROUND-FLOOR PARKING GARAGE WITH UP TO 48 VEHICLE SPACES , AND 20,788 SQUARE FEET OF PUBLIC AND PRIVATE OPEN SPACE ON A 1.11-ACRE PARCEL LOCATED AT 308 SANGO COURT (APN 086-36-036) WITHIN THE TRANSIT AREA SPECIFIC PLAN (TASP) PLANNING AREA, AND MAKING FINDINGS OF CEQA EXEMPTION**

**WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, “CEQA”), the City of Milpitas is the lead agency for the proposed project described below; and

**WHEREAS**, on June 3, 2008, the City Council of the City of Milpitas certified an Environmental Impact Report prepared to analyze the environmental impacts associated with the proposed Transit Area Specific Plan (the “EIR,” State Clearinghouse No. 2006032091), and subsequently adopted the Transit Area Specific Plan (the “TASP”); and

**WHEREAS**, the Transit Area Specific Plan encompasses some 437 acres and envisions the development of 7,109 dwelling units, 287,075 square feet of retail space, and 993,843 square feet of office space and industrial, and includes development standards, goals and policies guiding development within the Plan area. Due to the physical characteristics of the area, including major streets, railroads and creeks, the Transit Area Specific Plan also established sub-districts with specific goals and policies to accommodate those unique characteristics; and

**WHEREAS**, on December 20, 2019, Pacific West Communities, Inc. (the “Applicant”) applied for Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit TR19-0029, and Environmental Assessment No. EA19-0007 to allow demolition of an existing industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicle spaces, and 20,788 square feet of public and private open space, on a 1.11-acre parcel located at 308 Sango Court within the TASP planning area (the “Project”); and

**WHEREAS**, the Planning Department completed Environmental Assessment No. EA19-0007 for the Project in accordance with the California Environmental Quality Act, and recommends that the City Council determine this Project is covered under CEQA Guidelines Section 15194 (Affordable Housing Exemption) as discussed within a memorandum (the “Memorandum,” a true and correct copy of which is attached hereto and incorporated herein as Attachment A to Exhibit 1: Conditions of Approval); and

**WHEREAS**, the project site is located within the TASP planning area and is therefore further exempt from environmental review pursuant to CEQA Guidelines Section 15168(c) (Program EIR), in that the project scope falls under the covered activities in the Transit Area Specific Plan EIR, SCH#2006032091, certified by the City Council on June 3, 2008; and

**WHEREAS**, the proposed Project was found to be consistent with the goals, policies, and regulations of the California Density Bonus Law (Government Code Section 65915 *et seq.*), Milpitas General Plan 2040, Transit Area Specific Plan (Milpitas Metro Specific Plan) and Milpitas Zoning Ordinance, specifically Milpitas Municipal Code Section XI-10-54.15 (Density Bonus for Affordable Housing Developments), which permits concessions and waivers and modifications of development standards, as analyzed and documented in the staff report; and

**WHEREAS**, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, due to the application for a Density Bonus Permit, the City Council is the highest review authority for the Project, and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

**WHEREAS**, on June 30, 2021, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered the Memorandum and CEQA exemption findings as well as Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit TR19-0029 for the Project, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

**WHEREAS**, based upon the entire record of proceedings, by adoption of Resolution No. 21-014, the Planning Commission recommended the City Council approve Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit TR19-0029 and Environmental Assessment EA19-0007 for the Project; and

**WHEREAS**, the documents and other materials which constitute the record of proceedings upon which the City Council bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

**WHEREAS**, on August 5, 2021, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Memorandum and CEQA exemption findings as well as Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit TR19-0029 for the Project, heard a presentation from staff, and had the opportunity to hear from members of the public and closed the public hearing on the item; and

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

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

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

#### **SECTION 1. Recitals.**

The City Council has considered the full record before it, which includes, but is not limited to, such things as all published staff reports, oral and written testimony by staff, the Planning Commission, City Council and the public, and all other relevant materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and incorporated herein by reference.

## **SECTION 2. California Environmental Quality Act**

The City conducted an environmental assessment (in the form of a memorandum dated June 7, 2021) for the proposed project in accordance with the California Environmental Quality Act (CEQA), as amended. The Memorandum is attached as Exhibit 1 of the Resolution.

As summarized in the Memorandum, this Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15194 (Affordable Housing Exemption) in that:

- (a) the project meets the threshold criteria set forth in CEQA Guidelines Section 15192;
- (b) the project meets the following size criteria of not more than five acres in area;
- (c) the project meets both of the following requirements regarding location:
  - (1) the project site is located within an urbanized area or within a census-defined place with a population density of at least 5,000 persons per square mile and
  - (2) the project site has been previously developed for qualified urban uses, and
- (d) the project meets both of the following requirements regarding provision of affordable housing:
  - (1) The project consists of the construction, conversion, or use of residential housing consisting of 100 or fewer units that are affordable to moderate-income and low-income individuals or households.
  - (2) The developer of the project provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least 30 years, at monthly housing costs deemed to be “affordable rent” for moderate income, and lower income, as determined pursuant to Section 50053 of the Health and Safety Code.

As a separate and independent basis, the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines Section 15168(c) (Program EIR).

## **SECTION 3. Site Development Permit (Section XI-10-57.03(F))**

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD19-0014:

1. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

The Project’s site layout and design are consistent with the Montague Corridor Subdistrict of the TASP/MMSP design standards and MXD3 development standards, as demonstrated and outlined in Tables 1, 2, and 3, below. Pursuant to the State Density Bonus Law, the applicant has requested waivers for project components that are not consistent with any of the standards.

**Table 1: TASP/MMSP Consistency**

| <b>Policy</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Conformance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Policy 3.4:</i></b> Provide a variety of housing types for different types of households, different income levels, different age groups, and different lifestyles.                                                                                                                                                                                                                          | <b>Consistent.</b> The proposed Project will provide various housing types, including one-, two-, and three-bedroom units for rent to either moderate or low-income individuals or households, consistent with the City’s goal of providing housing for various households and income levels.                                                                                                                                                                                                                                                   |
| <b><i>Policy 3.6:</i></b> Encourage creativity in high-density residential design. Allow creative housing types, such as live/work lofts.                                                                                                                                                                                                                                                         | <b>Consistent.</b> The Project will use modular construction to reduce construction time and costs and will incorporate varied materials and architectural features to create visual interest. The multi-story building provides higher-density development in contrast to surrounding lower-density two, three, and four-story townhomes. On-site amenities will include a central courtyard on the second floor, landscaped open space and recreation areas around the building, and a ground-floor parking garage for vehicles and bicycles. |
| <b><i>Policy 3.17:</i></b> New streets shall be located as generally shown on the Street System Map, Figure 3-2 within the TASP                                                                                                                                                                                                                                                                   | <b>Consistent.</b> A portion of the Project’s TASP fees will contribute to the new Sango Court configuration, designed to replace the cul-de-sac with a local street and connection to Tarob Court.                                                                                                                                                                                                                                                                                                                                             |
| <b><i>Policy 3.2:</i></b> Affordable housing units should be provided with new housing developments. Determine affordable unit requirements on a project-by project basis, considering the size of the project, the location of the site, and the mix of affordable units in the Midtown Area. Allow housing developments of 12 units or less to pay a fee in lieu of providing affordable units. | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units. At a minimum, 60 percent of the units will be for low-income individuals or households, while 40 percent will be for moderate-income individuals or households.                                                                                                                                                                                                                                                          |
| <b><i>Policy 3.3:</i></b> Affordable housing should be integrated into all residential projects.                                                                                                                                                                                                                                                                                                  | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units reserved for low- and moderate-income individuals or households.                                                                                                                                                                                                                                                                                                                                                          |

**Table 2: Development Standards for the MXD3 Zoning District**

| <b>MXD3</b>                     | <b>Standard</b>                                                                                                                               | <b>Conformance</b>                                                                                          |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Density</b>                  | 41-60 dwelling units (du) /gross acre (acre)                                                                                                  | <b>Compliant: Eligible for Density Bonus up to 80%</b><br>77 du/acre                                        |
| <b>Setbacks</b>                 |                                                                                                                                               | <b>Compliant (with DBP Concession)</b>                                                                      |
| <b>Front(min/max)</b>           | 12-20 ft. from the property line                                                                                                              | 15 ft.                                                                                                      |
| <b>Right (North) Side</b>       | 10 ft./ 20 ft. for the portion of building over 60 ft.                                                                                        | 21 ft.                                                                                                      |
| <b>Left (South) Side</b>        | 10 ft./ 20 ft. for the portion of building over 60 ft.                                                                                        | 40 ft., four inches                                                                                         |
| <b>Rear</b>                     | 15 ft. minimum/ 30 ft. for the portion of building over 60 ft.                                                                                | 23 ft., 10 inches (Compliant with Density Bonus Permit - Waiver)                                            |
| <b>Floor Area Ratio</b>         | Maximum FAR: 2.0                                                                                                                              | <b>Compliant:</b> 0.45 FAR                                                                                  |
| <b>Commercial Area, Minimum</b> | Not Applicable                                                                                                                                | No commercial area proposed.                                                                                |
| <b>Building Height</b>          | Twelve stories or 150 ft.                                                                                                                     | <b>Compliant:</b> 77 ft.                                                                                    |
| <b>Private Open Space</b>       | Each dwelling unit requires private open space                                                                                                | <b>Compliant (with Density Bonus Waiver)</b><br>Ten of 85 dwelling units include private open space         |
| <b>Landscaping</b>              | All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture. | <b>Compliant:</b> The front setback area has an entrance and landscaped public plaza with trees and shrubs. |

**Table 3: Additional Development Standards Applicable in the TASP/MMSP**

|                                                   | <b>Standard</b>                                                                                        | <b>Conformance</b>                                                                                                                  |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Projections into Required Yards</b>            | Porches, stairs, balconies, bay windows, and awning may project up to six feet into required setbacks. | <b>Compliant:</b> A proposed outdoor stairwell encroaches into the right setback by three feet.                                     |
| <b>Building Orientation and Entrances</b>         | Building must face the street; and primary building entrances must be oriented toward the street.      | <b>Compliant:</b> Access to the building is via the front of the building, through the public plaza.                                |
| <b>Vehicle Parking</b>                            | 122 parking spaces are required per TASP/MMSP development standards.                                   | <b>Compliant (with Density Bonus Concession)</b><br>48 parking spaces                                                               |
| <b>Bicycle Parking</b>                            | 28 long- and short-term bicycle parking spaces.                                                        | <b>Compliant:</b> 34 long- and short-term bicycle parking spaces.                                                                   |
| <b>Parking Structure and Parking Lot Location</b> | Parking must be located so that it is not visible from the street.                                     | <b>Compliant:</b> Parking lot entrance accessible from the side and not visible from the street.                                    |
| <b>Parking Access and Curb Cuts</b>               | Maximum two curb cuts per lot per street frontage                                                      | <b>Compliant:</b> One curb cut along frontage proposed.                                                                             |
| <b>Park Acreage Requirements</b>                  | 0.14 acres (after payment of TASP/MMSP fee)                                                            | <b>Compliant:</b> 0.48 acres proposed, which includes a public plaza, internal courtyard, recreational courts, and fitness facility |

*2. The project is consistent with the Milpitas Zoning Ordinance.*

Consistent with MMC Section XI-10-6.01 (C), the Project conforms to many development standards and requirements of the Very High-Density Mixed-Use (MXD3) Zoning District. The proposed residential use is permitted in the MXD3 Zoning District. As demonstrated in Table 2 above, the Project conforms to the zoning district and intent for this type of development envisioned in the area.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD3 standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.



3. The project is consistent with the Milpitas General Plan.

The proposed Project and associated use are consistent with the Milpitas General Plan, as outlined in Table 4 below.

**Table 4: General Plan Consistency**

| <b>Policy</b>                                                                                                                                                                                                                                                                                                                                                                               | <b>Conformance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Policy LU 2-3: Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions, including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards.</i></b> | <b>Consistent.</b> The Project takes advantage of the Density Bonus provision, which permits increased densities by incorporating an affordable component in the development. The Project, as proposed, will be 100% affordable and provide up to 85 multi-family residential units for individuals and households with low or moderate incomes, as defined by the State of California and County of Santa Clara.                                                                                                                                                                                               |
| <b><i>Policy LU-4-2: Emphasize efforts to reduce regional vehicle miles traveled by supporting land-use patterns and site designs that promote active modes of transportation, including walking, biking, and public transit.</i></b>                                                                                                                                                       | <b>Consistent.</b> The Project is located within proximity to the Milpitas Transit Center and would allow easy access by pedestrians and bicyclists to various modes of travel. The Project proposes a significantly reduced parking standard with only 48 vehicle parking spaces for 85 residential units. Limited parking facilities will encourage walking, biking, and use public transit to access goods and services without using an automobile and directly reduce vehicle miles traveled. The Project includes 34 bicycle parking spaces, further promoting the use of active modes of transportation. |
| <b><i>Policy LU 5-3: Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.</i></b>                                                                                                                                                                     | <b>Consistent.</b> The Project meets the height standards by proposing a six-story building, up to 77 feet in height, in a zoning district that allows up to 12 stories and a maximum height of 150 feet.                                                                                                                                                                                                                                                                                                                                                                                                       |

4. The proposed use is consistent with the Specific Plan.

The proposed Project is consistent with the applicable policies and design guidelines of the TASP/MMSP, as demonstrated and outlined in Tables 1 and 3, above. Where exceptions from TASP/MMSP development standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). Approval of the requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

#### **SECTION 4: Density Bonus (Section XI-10-54.15(D), (F))**

The City Council hereby finds that Project complies with the requirements necessary to qualify for the requested increase in allowable unit density and, as such, the City Council hereby approves Density Bonus Permit No. DB19-0001, and makes the following findings based on the evidence in the public record:

- 1. Determination of Maximum Allowable Densities. The maximum allowable base density specified in the General Plan, including any other permitted increases to density.*

Based on 100% affordability, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the proposed project is eligible for a 50% density bonus. The maximum allowable density in the MXD3 Zoning District is 60 du/ac, which would yield 67 units on the subject 1.11-acre parcel. The proposed 85-unit development represents a 27% increase over the maximum allowable density, which is less than the allowable 50% density bonus. Under the State Density Bonus Law, the applicant is entitled to receive the 27% density bonus as a matter of right.

- 2. Unit Type and Location. All affordable units shall be reasonably dispersed throughout the project, shall contain on average the same number of bedrooms as the non-affordable units in the project, and shall be comparable with the non-affordable units in terms of appearance, materials and finished quality. The Planning Commission may recommend to the City Council and/or Housing Authority modifying the requirements as to unit size or type, if it is found that such a modification would better serve the affordable housing need of Milpitas.*

This standard is satisfied, as the Project proposes 34 units reserved for moderate-income households, 51 units reserved for low-income households, which will comprise the entirety of the project; therefore, the units will be dispersed throughout the Project. There are 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units that will be dispersed throughout the building.

- 3. Agreement. Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation.*

The Project will be conditioned to execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property.

- 4. Retaining Affordability. A developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for thirty (30) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. If the City does not grant at least one (1) additional concession or incentive, in addition to a density bonus as specified in Section XI-10-54.15(E), Density Bonus Conditions, of this Chapter, the developer shall agree to, and the City shall ensure continued affordability for a minimum of ten (10) years of all lower or very low-income housing units receiving a density bonus.*

The designated affordable units will be required to remain for a minimum of 50 years as stated in the Conditions of Approval and will require a Regulatory Agreement to be recorded over the Project site.

- 5. Affordable Rents. Those units targeted for lower-income households, as defined in Section 50079.5 of the Health and Safety Code shall be affordable at a rent that does not exceed thirty (30%) of sixty (60%) percent of the Santa Clara County median income. Those units targeted for very low-income households,*

*as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty (30%) of fifty (50%) percent of County median income.*

The designated units for lower-income households will be conditioned to have affordable rents that do not exceed thirty (30%) of sixty (60%) of the Santa Clara County median income.

6. *Relation to State. Density bonus requirements not specified in these regulations shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.*

Any density bonus requirements not specified in the City's Municipal Code shall be governed by the State Density Bonus Law, Government Code Section 65915, et seq.

#### Density Bonus Concessions and Waivers

In accordance with California Government Code Section 65915 and MMC Section X-10-54.15, the City must grant the requested incentives/concessions unless the City can make either of the following findings in writing and based on substantial evidence:

- a. *The concession is not required in order to provide for affordable housing costs as defined in State Health and Safety Section 50052.2 or for rents for the affordable units pursuant to Section XI-10-54.15(D)(5), Standards, of Chapter 10 (Zoning) of the Milpitas Municipal Code.*
- b. *The concession would have a specific adverse impact as defined in State Government Code Section 65589.5(d) (2) upon the public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*

If findings cannot be made, then the proposed incentives/concessions and waivers must be granted, based on the requirements of the City's Municipal Code and California Government Code Sections 65915 – 65918.

The City does not have substantial evidence to demonstrate that the concessions, waivers, and incentives as described in the Tables 5 and 6 below would fail to result in actual and identifiable cost savings, and/or that these savings are unnecessary to provide the level of affordability proposed. Moreover, the City has no substantial evidence that any of the requested concessions or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources. Accordingly, the City Council hereby approves such requested concessions and waivers.

**Table 5: Density Bonus – Concessions and Waivers**

| Type of Modification | Standard | Applicant Request | Justification                                                         | Discretion                                                           |
|----------------------|----------|-------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------|
| Density Bonus        | 60 du/ac | 27 percent bonus  | Allows a larger number of affordable units to be developed (77 du/ac) | Allowed under State Density Bonus Law.<br><br>No discretion by City. |

| <b>Type of Modification</b> | <b>Standard</b>                                                  | <b>Applicant Request</b>                                  | <b>Justification</b>                                                                                                                      | <b>Discretion</b>                                                    |
|-----------------------------|------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <i>Concession</i>           | Private open space required for each unit                        | Provide private patio or balcony for ten of the 85 units. | Project provides common open space, including a central courtyard, recreational areas, and a landscaped paseo with outdoor seating.       | Allowed under State Density Bonus Law.<br><br>No discretion by City. |
| <i>Parking Waiver</i>       | 122 spaces<br><br>(1.44 spaces per unit)                         | 48 spaces<br><br>(0.56 spaces per unit)                   | Parking reduction to 48 parking spaces reduces overall project costs; proximity to Milpitas Transit Center reduces the need for a vehicle | Allowed under State Density Bonus Law.<br><br>No discretion by City. |
| <i>Waiver</i>               | 30-foot rear setback for a bldg. portion above 60 feet in height | 23-foot-10-inch rear setback                              | The proposed building modular construction to reduce costs. Each module has a pre-determined length and width.                            | Allowed under State Density Bonus Law.<br><br>No discretion by City. |
| <i>Waiver</i>               | Compact parking prohibited in MXD3 Zone                          | 16 compact spaces (33 percent of total)                   | Compact spaces facilitate efficient parking and site design                                                                               | Allowed under State Density Bonus Law.<br><br>No discretion by City. |

**Table 6: Density Bonus – Incentives**

| <b>Type of Modification</b> | <b>Standard</b>                                                                       | <b>Applicant Request</b>                                                                             | <b>Justification</b>                                                                                                    | <b>Discretion</b>                                              |
|-----------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <i>TASP Fee</i>             | Payment of TASP impact fees at issuance of Building Permit                            | Payment of TASP Fees deferred to issuance of Certificate of Occupancy                                | Deferral of TASP fees will reduce costs by shifting interest from short-term construction loan to longer-term financing | TASP Impact fee deferral at the discretion of the City Council |
| <i>Public Art</i>           | Install public art on-site or pay in-lieu fee (½ of 1% of estimated development cost) | Waive Public Art requirement or allow on-site art installation of lesser value that ½ of one percent | Reduced contribution to public art will reduce overall costs of 100% affordable housing project                         | Public Art Fee waiver at the discretion of City Council        |

**SECTION 5: Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

**SECTION 6: Effective Date**

The Resolution shall be effective immediately upon passage.

**SECTION 7:** The City Council of the City of Milpitas hereby approves Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029, and Environmental Assessment EA19-0007, based on the above Findings and subject to the Conditions of Approval attached hereto as Exhibit 1 and the CEQA Memorandum, attached hereto as Attachment A to Exhibit 1, incorporated herein.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2021, 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

**CONDITIONS OF APPROVAL  
308 SANGO COURT RESIDENTIAL DEVELOPMENT  
SITE DEVELOPMENT PERMIT NO. SD19-0014, DENSITY BONUS PERMIT NO. DB19-0001,  
AND TREE REMOVAL PERMIT NO. TR19-0029**

**GENERAL CONDITIONS**

1. General Compliance. The applicant and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. This SITE DEVELOPMENT PERMIT NO. SD19-0014, DENSITY BONUS PERMIT NO. DB19-0001, and TREE REMOVAL PERMIT NO. TR19-0029 and associated permits noted above (collectively "Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. (P)
2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.
3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
  - a. Acceptance of this Permit by Permittee; and
  - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all the terms, obligations, and conditions of this Permit.
4. Modifications to project. Any deviation from the approved site plan, floor plans, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the Permittee shall be required to apply for review and obtain approval of the Planning Commission, in accordance with the Zoning Ordinance. (P)
5. Conditions of Approval. As part of the issuance of building permits, the Permittee shall include within the first four pages of the working drawings for a plan check, a list of all conditions of approval imposed by the final approval of the Project. (P)
6. Written Response to Conditions. The Permittee shall provide a written response to the Conditions of Approval indicating how each condition has been addressed with the building permit application submittal. (ALL)
7. Permit Expiration. Pursuant to Section XI-10-64.06 of the Milpitas Zoning Code, this Permit shall become null and void if the development is not commenced within two (2) years from the date of approval unless in conjunction with a tentative map, the term of which may be extended upon approval by the City or the filing of a final map, then the term of the permits shall coincide with the life of the map. Pursuant to Section XI-10-64.06(B) of the Zoning Ordinance of the City of Milpitas, commencement is defined when the project:

- a. Completes a foundation associated with the project; or
  - b. Dedicates any land or easement as required from the zoning action; or
  - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.**(ALL)**
8. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval. **(P)**
  9. Project Job Account. If at the time of application for building permit there is a project job account balance due to the City for recovery of review fees or consultant time, including City Attorney time, the review of permits will not be initiated until the balance is paid in full. **(P/E)**.
  10. Notice: Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the Permittee may file a protest has begun under California Government Code Section 66020(d)(1). **(ALL)**
  11. Cost and Approval: Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. **(ALL)**
  12. Indemnification. The project applicant, and its heirs, successors, and assigns, shall indemnify, defend with counsel of the City's reasonable choosing, and hold harmless City and its City Council, its boards and commissions, officials, officers, employees, and agents (the "Indemnified Parties") from and against any third party claim, action, or proceeding against City and/or the Indemnified Parties to attack, review, set aside, void, or annul the City's approval of the Project, including adoption of the CEQA memorandum, adoption of Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, and Tree Removal Permit No. TR19-0029, including any environmental determination made therefore. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, reasonable attorneys' fees, and other reasonable expenses incurred in connection with such claim, action, causes of action, suit or proceeding. The applicant shall pay to the City upon demand or, as applicable, on a monthly basis to counsel of City's reasonable choosing, amounts owed pursuant to the indemnification requirements prescribed in this condition, provided each such demand or monthly payment request includes reasonably detailed back-up documentation, including invoices and/or receipts, as applicable, for all amounts to be paid. Notwithstanding the foregoing, City shall have the right to redact invoices and/or receipts as necessary to preserve attorney-client privilege. City shall promptly notify the project applicant of any claim, action, or proceeding and shall engage in reasonable efforts to cooperate in the defense. If City fails to so promptly notify the project applicant, or if City fails to engage in reasonable efforts to cooperate in the defense, then the project applicant's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The project applicant shall not be required to pay or perform any settlement unless the settlement is approved by the project applicant. **(CA)**

13. Compliance with Fire Department and CA Fire Code. The Project shall comply with the requirements of the Milpitas Fire Department and the CA Fire Code as adopted by the City and stated per Fire Memorandum, dated May 13, 2021. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
14. Compliance with Building Department and California Building Code. The Project shall comply with the requirements of the Building, Safety and Housing Department and the California Building Code (CBC) as adopted by the City and stated per Building Memorandum, dated May 13, 2021. Changes to the site plan and/or building(s) requires review and approval by the Building, Safety and Housing Department. **(B)**
15. Addressing. Address number shall be illuminated during hours of darkness and should be strategically positioned as to be readily visible Address numbers should have a minimum height of 12 inches. If numerous alarm zones are utilized, than zone numbers should be clearly marked above appropriate doorways. **(PD)**
16. Lighting. Parking lots and associated driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to the development shall be provided with lighting of sufficient wattage to provide adequate illumination to make clearly visible the presence of any person on or about the premises during the hours of darkness. **(PD)**
17. Parking Lot. Parking lot areas shall have posting with appropriate signs per California Vehicle Code (CVC) 22658(a) to assist in removal of vehicles at the property owners/managers request. **(PD)**
18. Loitering. “No Trespassing/Loitering” signage shall be posted at the entrances of parking lots placed in conspicuous areas. Signs shall be at least two feet by one foot in overall size, with white background and black two-inch-high letters. **(PD)**
19. Interior Hall Mirrors. Large convex mirrors shall be installed at the ends of each floor level making users open to visual scrutiny. **(PD)**
20. Police Presence. The parking garage shall be accessible to allow circulation of police patrols (vehicles, foot and bicycles) to prevent and reduce the likelihood of criminal activity occurring in the area. **(PD)**
21. Building Accessibility. Any and all areas controlled by electronica security devices (i.e. key fobs, access cards, keypads, etc.) shall have a wall mounted safe for emergency access near such access points, with appropriate security devices to gain entry. If access points are controlled by keypads, apartment management shall provide the Milpitas Police Department with the needed code(s) and regularly update the Police Department if such code(s) change. **(PD)**
22. Building Directory. Building directories shall be posted near the main vehicular entrance as well as pedestrian access points. **(PD)**
23. Updated Floor Plans. An up-to-date floor plan of the interior of the building shall be provided to the Police Department. The floor plan shall identify the locations of each unit, entry/exit points, elevators, storage areas, entry/exit points controlled by electronic security devices, locations of security cameras, maintenance areas, and stairwells. **(PD)**



24. Emergency Notification. The property manager shall file emergency notification form with the Police Department so law enforcement can contact property manager in the event of any major accident, emergency, or unforeseen circumstances. **(PD)**
25. Point to Point Wireless. The City of Milpitas uses a point to point wireless connection to provide emergency service communications. Roof space and access shall be provided for equipment placement if wireless coverage is impeded by new construction. **(PD)**

**PRIOR TO CONSTRUCTION PLAN SUBMITTALS**

*The following conditions shall be met **prior to** any detailed construction plan check submittals (Building or Engineering, except demolition and rough grade plans), unless otherwise approved by the Director of Engineering/City Engineer. City reserves the right to reject any plan check submittal if any of the following conditions are not met. **(E)***

26. Modifications: The Site Development Plan dated as received on June, 14, 2021 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
27. Solid Waste and Recycling Handling Plan: Permittee shall submit final Solid Waste and Recycling Handling Plan based upon City's previous comments for City's review and approval by the Engineering Department. The subject Plan shall show calculations of waste generation volumes and how materials will be transferred from the waste generation areas to the trash enclosure/external collection point; demonstrate how recycling shall have a separately maintained process from garbage handling; address other requirements such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control; and procure sufficient service frequency.
28. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.
29. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along the Sango Court project frontage that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.
30. Recycle Water Cross-Connection Specialist: In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.
31. Submittal Requirements: Permittee shall ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal.
32. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the public improvement cost estimates as prepared by the Permittee's engineer.

33. Coordination with other Projects: Permittee shall coordinate utility designs with 355 Sango Court project in advance prior to any plan submittal.

**PRIOR TO OFF-SITE PLAN APPROVAL/ENCROACHMENT PERMIT ISSUANCE**

*The following conditions shall be addressed as part of the off-site improvement plan review and shall be met **prior to** encroachment permit issuance, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

34. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
- a. Milpitas Design Guidelines:  
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>);
  - b. Standard details and specifications:  
(<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/>);
  - c. Transit Area Specific Plan design guidelines:  
([http://www.ci.milpitas.ca.gov/pdfs/engDesignGuidelines/en\\_dg\\_vi\\_transitAreaSpecific.pdf](http://www.ci.milpitas.ca.gov/pdfs/engDesignGuidelines/en_dg_vi_transitAreaSpecific.pdf));  
and
  - d. Americans with Disabilities Act (ADA) requirements, where applicable.
35. Sanitary Sewer Calculations: Permittee shall submit a completed “Sewer Needs Questionnaire” form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.
36. Storm Drain Design: Permittee shall submit storm drain hydrology and hydraulic calculations based upon a 10-year storm event to justify the size of the storm drain lateral flowing full, without surcharging the main line pipe, and to be reviewed and approved by the Engineering Department.
37. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project. If the existing water main and service laterals are not sufficient as determined by the City of Milpitas, applicant may, as part of the project, be required to construct and install new water mains and service laterals sufficient to meet such requirements.
38. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.
- a. Installation of separate water service tap and meter for each of the following services: domestic, recycled water irrigation (service to ground landscape), potable water irrigation (service to podium landscape and/or temporary service to ground irrigation), fire sprinkler, and fire line for private fire hydrant.

- b. Installation of separate utility service lines (domestic water, recycled water, fire service, sanitary sewer) for residential.
- c. Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna.
- d. Provide a minimum 2" AC overlay and base repair along Sango Court project frontage to the City Engineer's satisfaction.
- e. Installation of new street tree wells along the project frontage. The locations, spacing of tree wells and tree species shall be in compliance with applicable City standards and details.
- f. Installation of 5' wide ADA-compliant sidewalk along the Sango Court project frontage.
- g. Submit an existing sewer lateral CCTV inspection report to the City. Replacement of existing sewer lateral maybe required to the City Engineer's satisfaction.
- h. Installation of TASP standard streetlight (s) along the Sango Court project frontage per photometric analysis.
- i. A new 8-inch recycled water main line shall be installed along the City's Preferred Alignment, as described below, or an alignment the City identifies as the most feasible route for the recycled water main line. The City's Preferred Alignment is to have a point of connection at the existing recycled water main line at the intersection of Montague Expressway and Sango Ct.

The Permittee agrees to fulfill the requirement of installing a new recycled water main line by completing one of the following options in the City's discretion:

- a. If an alignment has not been installed by another party at the time Building Permit issuance, the Permittee and the City shall enter into a reimbursement agreement to reimburse the permittee for the design and construction of the portion of the new recycled water main line that exceeds the property frontage length on Sango Ct., measured to be 180 linear feet.
- b. If the recycled water main is under construction, or the construction of the recycle water main has been completed by another party at the time of Building Permit issuance, the permittee shall pay the City for the cost of design and construction equivalent, based upon a licensed Civil Engineer's cost estimates approved by the City, to the property frontage length on Sango Ct., measured to be 180 linear feet.
- c. If the installation of a new recycled water main line is determined to be infeasible by the City, for reasons such as, but not limited to, the existing PSUE cannot accommodate the recycled water line and/or existing utilities constrain the ability to install the recycled water main line, the Permittee shall pay the City funds equivalent to cost of design and construction of the recycled water main line along the property frontage on Sango Ct. measured to be 180 linear feet, based upon a licensed Civil Engineer's cost estimates approved by the City for the City's use to fund the City's preferred future recycled water improvements which the City will design and install at a later time.

39. Abandonment of Existing City Utilities: Permittee shall cap, abandon or remove any unused existing public utilities based upon City's Abandonment Notes and to the City's satisfaction.
40. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities, as needed, where there are conflicts with the proposed improvements.
41. Utility Protection: All existing public utilities shall be protected in place, or if necessary, relocated as approved by the City Engineer. No permanent structure is permitted within City easements and no trees or deep-rooted shrubs are permitted within City utility easements, where the easement is located within landscape areas.
42. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.
43. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.
44. Pothole Encroachment Permit: Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

#### **PRIOR TO BUILDING PERMIT ISSUANCE**

*The following conditions shall be addressed during the building plan check process and shall be met **prior to** any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. (E)*

45. Public Easement Dedication: Permittee shall dedicate necessary emergency vehicle access easements and other public easements deemed necessary for the project.
46. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that conflict with the project or are deemed unnecessary for the project.
47. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.
48. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.
49. Utilities: Permittee shall obtain approval of all utility engineering and design to ensure that any proposed public utility relocations on the project site, as well as within the public right-of-way, are acceptable to the City for perpetual operation/repair/maintenance of City utilities and to optimize utility right-of-way management.
50. Improvement Agreement and Securities: Permittee shall execute an Improvement Agreement and provide improvement securities in accordance with MMC Title X, Chapter 1, Section 8, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance).

51. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2008-1 and agree to pay the special taxes levied by the CFD 2008-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to building permit issuance. Permittee shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. This condition of approval is non-severable from the Permit and invalidation or limitation of this condition shall invalidate the overall Permit.
52. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
53. Stormwater Facility Operation & Maintenance Plan: Permittee shall incorporate design details into applicable construction plans in accordance with City approved Storm Water Control Plan (SWCP). Permittee shall also submit Stormwater Facility Operation & Maintenance Plan that describes operation and maintenance procedures needed to ensure that treatment Best Management Practices (BMPs) and other storm water control measures continue to work as intended and do not create a nuisance (including vector control).
54. Stormwater Management Facilities O&M Agreement: Permittee shall execute and record a Stormwater Management Facilities Operation and Maintenance (O&M) Agreement associated with the SWCP O&M Plan, including perpetual maintenance of treatment areas/units, as reviewed and accepted by the Engineering Department. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.
55. Water Supply and Force Majeure: The City reserves the right to suspend the issuance of building permits in case of an emergency declaration of water supply in the case of a major catastrophic event that restricts City's assurance to provide water supply.
56. Recycle Water Approval: The Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled "*Water Recycling Criteria*", CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled "*Drinking Water Supply*" and all other recycled water regulations as listed under the publication titled "*California Department of Public Health Regulations Related to Recycled Water June 18, 2014*". Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water. The Permittee may temporarily connect the non-podium, ground level landscape irrigation to a potable water irrigation service until recycled water service is made available, at which point recycled water must be used.
57. Water Efficient Landscapes: Permittee shall comply with Milpitas Municipal Code Title VIII, Chapter 5 Water Efficient Landscapes for landscape design, including but not limited to, providing separate water meters for domestic water service and irrigation service and providing applicable landscape documentation package.

58. Solid Waste and Recycling Facility Design: Permittee shall comply with all applicable City design guidelines/details associated with haul route, turning radius, vertical and horizontal clearance, trash enclosure, staging area, storage area, etc.
59. Recycling Report Prior to Demolition Permit Issuance: Permittee shall submit Part I of a Recycling Report on business letterhead to the Building Department, for forwarding to the Engineering Department for review and approval. The report shall describe the following resource recovery activities:
- What materials will be salvaged.
  - How materials will be processed during demolition.
  - Intended locations or businesses for reuse or recycling.
  - Quantity estimates in tons (both recyclable and for landfill disposal). Estimates for recycling and disposal tonnage amounts by material type shall be included as separate items in all reports to the Building Division before demolition begins.

Permittee shall make every effort to salvage materials for reuse and recycling and shall comply with the City's demolition and construction debris recycling ordinance.

60. Recycling Report Prior to Building Permit Issuance: Permittee shall submit Part II of the Recycling Report to the Building Department, for forwarding to the Engineering Department. Part II of the Recycling Report shall be supported by copies of weight tags and/or receipts of "end dumps." Actual reuse, recycling and disposal tonnage amounts (and estimates for "end dumps") shall be submitted to the Building Department for approval by the Engineering Department prior to inspection by the Building Department.
61. Flood Plain Management: This project is in the Flood Zone "AO" with 1' average flood depth, therefore, Permittee shall comply with all applicable flood protection criterion required by the Federal Emergency Management Agency (FEMA) and MMC Title XI, Chapter 15. Permittee shall also submit a Flood Study for the Project demonstrating, to the satisfaction of the City Engineer, that the proposed development has no adverse impact to the surrounding flood plain within the Special Flood Hazard Area (SFHA) and to the flood carrying capacity of the area. The study should include cumulative effects of existing and proposed developments demonstrating the combined effects will not increase the water surface elevation of the Base Flood Elevation (BFE) more than one foot at any point. For the AO Flood Zone, the flood study is required to establish the BFE, and set the building elevation accordingly. The flood study shall be consistent with the requirements in accordance with Title 44 of the Code of Federal Regulations by establishing a hydraulic model and HEC-RAS. The study shall clearly identify the lowest floor elevation as being either the bottom of garage, bottom of first floor residential units, bottom of elevator pit, etc. and shall be completely elevated out of the SFHA.
62. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.
- Storm water connection fee at \$16,771/acre for residential and \$21,562/acre for commercial.
  - Water connection fee at \$1,164/unit for residential and \$5.97/gpd for commercial, based upon increased water usage.
  - Sewer connection fee at \$1,406/unit for residential and \$8.52/gpd for commercial, based upon increased average wastewater flow.

- d. 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.
  - e. Permittee shall pay an in-lieu fee equivalent to 50% of the construction cost to narrow Sango Court along their property frontage per the local street standards in the Transit Area Specific Plan (TASP). This shall include but not limited to all costs associated with removal and modifications of project frontage improvements and installation of TASP roadway, sidewalk, decorative parking stalls, TASP streetlights, street furniture, landscape, and relocation of utilities and appurtenances. The in-lieu fee shall be based upon the engineer's cost estimate subject to City Engineer's review and approval. In the event that an updated TASP and associated Transit Area Development Impact Fee (TADIF) are subsequently approved by the City Council that include funding for a project to narrow Sango Court per TASP local street standards, the Permittee will be required to pay the revised TADIF instead of the in-lieu fee, and will receive a credit towards their TADIF if the in-lieu fee for roadway narrowing was previously paid.
  - f. FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.
  - g. Transit Area Specific Plan Fee (TADIF) at \$40,487 per residential unit. Based on approval for development of 85 units, the estimated TADIF for this project is \$3,441,395 (\$40.487/unit x 85 units). TASP fees shall be paid prior to issuance of Certificate of Occupancy.
63. Mailboxes: The Permittee shall coordinate with US Postal Services regarding placement of required mailboxes. Mailbox location shall not be on public street frontages and shall be approved by City and US Postal Services prior to building permit issuance. Mailbox locations shall be shown on the improvement plans and Permittee shall submit a letter to the City's Land Development Engineering Section from the Post Master approving the location of the mailbox. Structures to protect mailboxes may require Building, Engineering and Planning Department review.

#### **DURING CONSTRUCTION**

*The Project shall comply with the following conditions at all times **during** construction, unless otherwise approved by the Director of Engineering/City Engineer. (E)*

- 64. Dewatering: If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system.
- 65. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.
- 66. Prohibition of Potable Water Usage: Permittee shall use recycled water for construction purposes, including dust control and compaction. Permittee shall comply with MMC VIII-6-5.00 and 6-6.00 where potable water usage is prohibited, unless otherwise approved by the City Council.
- 67. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-way or public easements.

68. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector and notify affected property owners/tenants when cut-in tee(s) is/are required.
69. 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.

#### **PRIOR TO FIRST OCCUPANCY**

*The following conditions shall be met **prior to** first building occupancy on either lot, unless otherwise approved the Director of Engineering/City Engineer.*

70. Completion of Public Improvements: Permittee shall complete all public improvements along the Sango Court project frontage, as shown on City approved plans.
71. LOMR-F: Permittee shall submit the FEMA approved LOMR-F for each unit/building associated with the requested occupancy, if project is located in the SFHA.
72. Elevation and/or Flood Proofing Certificate: Permittee's civil engineer shall submit Elevation and/or Flood Proofing Certificate for the lowest finished floor elevation of each building for City record.
73. Landscape Certificate of Completion: Permittee shall submit a Certificate of Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
74. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist completes the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program <http://www.sanjoseca.gov/index.aspx?NID=1595> and forwards them to the City for each construction phase. SBWR shall be notified of all cross-connection test activities 7 days in advanced. In addition, Permittee shall designate a Certified Site Supervisor, an individual who has attended SBWR's Certified Site Supervisor training and shall be responsible for the operation and maintenance of the recycled water system. The Certified Site Supervisor shall attend all cross-connection test activities.
75. Record Drawings: Permittee shall submit record drawings in AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.
76. Private Job (PJ) Balance: Permittee shall pay any remaining balance from the Private Job deposit.



## **TASP MITIGATION MEASURES AND PROJECT DESIGN FEATURES**

*The Project shall comply with the following TASP mitigations measures and project design features during all phases of the Project, unless otherwise approved the Planning Director.*

### **Biological Resources (TASP Policy 5.26)**

77. Nesting Birds: To mitigate impacts on non-listed special-status nesting raptors and other nesting birds, a qualified biologist will survey the site for nesting raptors and other nesting birds within 14 days prior to any ground disturbing activity or vegetation removal. Results of the surveys will be forwarded to the U.S. Fish and Wildlife Services (USFWS) and the California Department of Fish and Wildlife (CDFG) and, on a case-by-case basis, adopt avoidance procedures. Avoidance procedures may include construction buffer areas (several hundred feet in the case of raptors) or seasonal avoidance. However, if construction activities occur only during the non-breeding season between August 31 and February 1, no surveys will be required. **(P)**

### **Noise (TASP Policy 5.10)**

78. Noise Insulation: Prior to issuance of any building permit, Permittee shall demonstrate that the Project will meet the required 45 dBA maximum interior noise standard.

### **Air Quality (TASP Policy 5.16)**

79. Dust Control Emissions: During the construction of the Project, Permittee shall comply with all the following:
- a. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas and unpaved roads) shall be watered two times per day.
  - b. All haul trucks transporting soil, sand or other loose material off the site shall be covered.
  - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day or more often if determined necessary by City Engineer or designee. The use of dry power sweeping is prohibited.
  - d. All vehicle speeds on unpaved roads shall be limited to 15 MPH.
  - e. All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
  - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
  - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
  - h. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. **(B)**

80. ROG Emissions: Prior to issuance of any building permit, Permittee shall develop, submit and obtain approval from the City of a plan to reduce ROG emissions by 17 percent or greater during the architectural coating phase of the construction. Acceptable measures to achieve this goal include, but are not limited to, using paint that contains 125 grams per liter of VOC or less, the use of prefabricated building materials, or a combination of both. The plan shall be implemented as approved by the City. **(B)**

#### **Cultural Resources (TASP Policies 5.34 and 5.35)**

81. Archeological Monitoring: Any future ground disturbing activities, including grading, in the Transit Area shall be monitored by a qualified archaeologist to ensure that the accidental discovery of significant archaeological materials and/or human remains is handled according to CEQA Guidelines §15064.5 regarding discovery of archeological sites and burial sites, and Guidelines §15126.4(b) identifying mitigation measures for impacts on historic and cultural resources (see Public Resources Code §21083.2 and §21084.1). In the event that buried remains are encountered, work shall be halted in the immediate area and the Santa Clara County coroner and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. If remains are determined to be of Native American origin, the coroner will then contact the Native American Heritage Commission (NAHC), which will in turn contact the appropriate Most Likely Descendent (MLD). The MLD can then make a recommendation for the respectful treatment of the Native American remains and related burial goods. **(P/B)**
82. Paleontological Monitoring: All grading plans for development projects involving ground displacement shall include a requirement for monitoring by a qualified paleontologist to review underground materials recovered. In the event fossils are encountered, work in the area shall be halted and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. A qualified paleontologist shall evaluate the fossils, and steps needed to photo-document or to recover the fossils shall be taken. **(P/B)**

#### **PLANNING AND HOUSING CONDITIONS**

83. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance. **(P)**
84. Architecture: Project Architecture shall be as depicted on the Building Elevations sheets as approved by the City Council on August 5, 2021. Any deviations from approved Project Architecture shall be approved at the sole discretion of the Director of Planning or his/her approved designee. **(P)**
85. Streetlights: Permittee shall provide street lighting along all street frontages subject to the review and approval of the Planning Division. Permittee shall likewise install pedestrian scale lights along all public and private street frontages. The Permittee shall submit a photometric plan to determine appropriate light levels with submittal of on-site improvement plans. **(P)**
86. Agreement: Prior to final building inspection and occupancy for a project containing affordable units, the applicant shall execute and record at the Santa Clara County Recorder's Office the City's Agreement Imposing Restrictions on Real Property, which Agreement shall explain the affordability requirements. The agreement shall be approved by the Milpitas City Attorney prior to recordation. **(H)**

87. Retaining Affordability. Developer shall agree to, and the City shall insure continued affordability of, all lower- or very low-income density bonus units for fifty (50) years or a longer period of time, if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. **(H)**
88. Density Bonus: Developer shall provide up to 85 residential units. The Project may have the following concessions and waivers:
- a. Concession #1: Eliminate private open space requirement.
  - b. Waiver #1: Allow a six-foot, one-inch encroachment into the rear setback.
  - c. Waiver #2: Permit compact parking into the MXD3 Zoning District.
  - d. Parking reduction: 0.56 spaces/unit; project will provide a total of 48 parking spaces.
  - e. Incentive #1: Waive the Public Art requirement **(P)**
89. Additional Parking. Permittee shall design the ground-floor garage to provide adequate height, electrical connections, and other needed infrastructure to accommodate mechanical parking stackers. Prior to Building Permit issuance, the Permittee shall submit a detailed parking plan to the City for review and approval by the Planning Director. The parking plan shall identify the potential number, locations, and arrangement of mechanical parking stackers to be deployed if the City, at its sole discretion, determines that additional on-site parking is needed to accommodate parking demand for the project. **(P)**
90. Transit Passes. The operator of the affordable housing project shall make available subsidized transit passes to residents and employees as a means of reducing the demand for on-site parking. Prior to the first Certificate of Occupancy, the Permittee shall submit to the City, for review and approval by the Planning Director, a detailed plan for making subsidized transit passes available to residents and employees.**(P)**

**Key:**

- (P) = Planning  
(PD) = Police Department  
(B) = Building  
(E) = Engineering  
(F) = Fire Prevention  
(H) = Housing  
(CA) = City Attorney

**NOTICE OF RIGHT TO PROTEST**

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all the requirements of Section 66020, you will be legally barred from later challenging such exactions.

## AGREEMENT

### *Permittee/Property Owner*

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the project property on the terms and conditions set forth in this resolution.

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

\_\_\_\_\_  
Signature

Printed Name of Permittee/Property Owner

Owner: \_\_\_\_\_

## MEMORANDUM

**DATE:** June 7, 2021

**To:** Michael Fossati, Senior Planner  
Lillian VanHua, AICP, Associate Planner

**FROM:** Theresa Wallace, AICP, Principal  
Matthew Wiswell, AICP, Planner

**SUBJECT:** 308 Sango Court Project Categorical Exemption

This memorandum supports the finding that the proposed 308 Sango Court Project (proposed project) would be exempt from further review pursuant to California Environmental Quality Act (CEQA) Section 15194 (Affordable Housing). The project site is made up of a single parcel located at 308 Sango Court in the City of Milpitas, Santa Clara County.

As described in Attachment A, Project Description, the proposed project would consist of the demolition of the existing building and associated improvements on the site and the construction of a five-story apartment building with 85 residential units over one-level, podium, on-grade parking.

### EXEMPTIONS FOR AFFORDABLE HOUSING AND RESIDENTIAL INFILL PROJECTS

Section 21084 of the Public Resources Code requires the CEQA Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from environmental review pursuant to CEQA. In response to that mandate, the Secretary for Natural Resources identified various classes of projects in the CEQA Guidelines that do not have a significant effect on the environment to be categorically exempt.

In addition, Article 12.5 of the CEQA Guidelines includes exemptions for affordable housing and residential infill projects provided that certain threshold criteria are met.

#### Section 15194. Affordable Housing Exemption

Pursuant to CEQA Guidelines Section 15194, CEQA does not apply to any development project that meets the following criteria:

*a. The project meets the threshold criteria set forth in section 15192.*

Please refer to the following section. The proposed project would meet the threshold criteria set forth in Section 15192.

*b. The project meets the following size criteria: the project site is not more than five acres in area.*

As described in Attachment A, the project site is approximately 1.11 acres in size.

- c. *The project meets both of the following requirements regarding location: (1) The project meets one of the following location requirements relating to population density: (A) The project site is located within an urbanized area or within a census-defined place with a population density of at least 5,000 persons per square mile. (B) If the project consists of 50 or fewer units, the project site is located within an incorporated city with a population density of at least 2,500 persons per square mile and a total population of at least 25,000 persons. (C) The project is located within either an incorporated city or a census defined place with a population density of at least 1,000 persons per square mile and there is no reasonable possibility that the project would have a significant effect on the environment or the residents of the project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project. (2) The project meets one of the following site-specific location requirements: (A) The project site has been previously developed for qualified urban uses; or (B) The parcels immediately adjacent to the project site are developed with qualified urban uses. (C) The project site has not been developed for urban uses and all of the following conditions are met: (i) No parcel within the site has been created within 10 years prior to the proposed development of the site. (ii) At least 75 percent of the perimeter of the site adjoins parcels that are developed with qualified urban uses. (iii) The existing remaining 25 percent of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses.*

CEQA Guidelines Section 15191 defines an “urbanized area” as an incorporated city that either by itself or in combination with two contiguous incorporated cities has a population of at least 100,000 persons. The City of Milpitas has a population of 79, 517.<sup>1</sup> The City of Milpitas is immediately bordered to the south by the City of San Jose, which has a population of 1,027,690.<sup>2</sup> Therefore, the project site is located within an urbanized area per criterion (1)(A).

As described in Attachment A, Project Description, the project site is currently developed with a two-story industrial building and has therefore been previously developed for qualified urban uses per criterion (2)(A). Therefore, the proposed project would meet both of the above requirements regarding location.

- d. *The project meets both of the following requirements regarding provision of affordable housing. (1) The project consists of the construction, conversion, or use of residential housing consisting of 100 or fewer units that are affordable to moderate-income and low-income individuals or households. (2) The developer of the project provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least 30 years, at monthly housing costs deemed to be “affordable rent” for moderate income, lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code.*

<sup>1</sup> United States Census Bureau. 2019. Milpitas city, California. Website: <https://data.census.gov/cedsci/profile?g=1600000US0647766> (accessed May 2021).

<sup>2</sup> United States Census Bureau. 2019. San Jose city, California. Website: <https://data.census.gov/cedsci/profile?g=1600000US0668000> (accessed May 2021).

As described in Attachment A, Project Description, the proposed project would consist of the construction of residential housing consisting of 85 affordable residential units and an executed agreement imposing appropriate rental restrictions on the affordable units would be required. Therefore, the proposed project would meet both of the above requirements.

### **Section 15192. Threshold Requirements For Exemptions For Agricultural Housing, Affordable Housing, And Residential Infill Projects**

In order to qualify for an exemption set forth in section 15192, a housing project must meet all of the threshold criteria set forth below.

- a. The project must be consistent with: (1) Any applicable general plan, specific plan, or local coastal program, including any mitigation measures required by such plan or program, as that plan or program existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete; and (2) Any applicable zoning ordinance, as that zoning ordinance existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete, unless the zoning of project property is inconsistent with the general plan because the project property has not been rezoned to conform to the general plan.*

As described in Attachment A, at the time the application for the proposed project was submitted (December 20, 2019), the City's General Plan Land Use Map designated the project site as Boulevard Very High Density Mixed Use (BVMU).<sup>3</sup> The BVMU category allows for projects that include a wholly residential or non-residential concept or a project that integrates residential and non-residential uses vertically or horizontally within a project site. The project site is zoned Very High Density Mixed Use (MXD3), which includes multi-family housing as a permitted use.<sup>4</sup> Therefore, the proposed project would be consistent with both the general plan and zoning ordinance that existed on the date the application was submitted.

- b. Community-level environmental review has been adopted or certified.*

An Environmental Impact Report for the 2040 Milpitas General Plan was certified on March 9, 2021. Additionally, the project site is located within the Transit Area Specific Plan (TASP), for which an Environmental Impact Report was also certified for in 2008.

- c. The project and other projects approved prior to the approval of the project can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees.*

<sup>3</sup> Milpitas, City of. 1994. City of Milpitas General Plan. Available online at: <https://www.ci.milpitas.ca.gov/wp-content/uploads/2021/03/General-Plan-Adopted-Dec-1994-reduced.pdf> (accessed April 23, 2021).

<sup>4</sup> Milpitas, City of. 2016. City of Milpitas Parcel Map Viewer website: [www.ci.milpitas.ca.gov/milpitas/departments/maps/](http://www.ci.milpitas.ca.gov/milpitas/departments/maps/) (accessed April 23, 2021).

As described in Attachment A, Project Description, the proposed project would connect to existing utilities via linkages on Sango Court, including connections to a 12-inch water line, 8-inch wastewater line, 15-inch storm drain, and a connection to the existing joint utility trench for gas and electrical service.

- d. The site of the project: (1) Does not contain wetlands, as defined in Section 328.3 of Title 33 of the Code of Federal Regulations. (2) Does not have any value as an ecological community upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. (3) Does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.) or by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code. (4) Does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete.*

As described in Attachment A, Project Description, the project site is currently developed a two-story industrial building that includes warehouse and office space, loading docks, paved surface parking, and landscaped areas, including mature trees. While the project site does include ornamental landscaping, the project site does not contain wetlands or habitat of ecological value to animals, birds, plants, fish, amphibians, or invertebrates depend on for their conservation and protection.

- e. The site of the project is not included on any list of facilities and sites compiled pursuant to Section 65962.5 of the Government Code.*

The project site is not included on any list of facilities or sites compiled pursuant to Section 65962.5 of the Government Code (i.e., the Cortese List).<sup>5</sup>

- f. The site of the project is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity. In addition, the following steps have been taken in response to the results of this assessment: (1) If a release of a hazardous substance is found to exist on the site, the release shall be removed, or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements. (2) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements.*

<sup>5</sup> California Environmental Protection Agency. 2021. Cortese List Data Resources. Website: <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed June 2021).



As described above and in Attachment A, Project Description, the project site is located within the TASP, and therefore applicable policies from the TASP would apply. TASP Policy 5.20 requires parcels with no identified contamination to complete a Phase I Environmental Site Assessment (ESA) to determine the potential for ground water, soil, or other contamination related to previous land uses. If any potential for contamination is determined to exist that could adversely affect human health for residential uses, a Phase II ESA would be required. If appropriate, engineering controls and design measures would be required to be implemented to mitigate the potential risk of post-development vapor intrusion into buildings.

- g. The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code.*

The project site is fully developed with a warehouse building. The only historic resources in the TASP Area that is listed in the City's Register of Cultural Resources is the Old Ford Motor Assembly Plant now known as the Great Mall, which is located approximately 0.5 miles north of the project site.

- h. The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection, unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard.*

The project site is located within a developed area of the City and is not located within a moderate, high, or very high Fire Hazard Severity Zone.<sup>6</sup>

- i. The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties.*

The project site is generally surrounded by institutional, commercial, and residential uses, including future multi-family residential uses at 355 Sango Court. None of these uses have an unusually high risk of fire or explosion from materials stored or used.

- j. The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.*

As described above, a Phase I ESA would be required to determine whether the project site has potential for ground water, soil, or other contamination that could present a risk of public health exposure. If the site does have the potential for contamination, engineering controls and design measures would be required to be implemented to mitigate the potential risk of exposure to the public.

- k. Either the project site is not within a delineated earthquake fault zone or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code*

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<sup>6</sup> Milpitas, City of. 2020. *Draft Environmental Impact Report – 2040 Milpitas General Plan (SCH No. 2020070348)*. Figure 3.8-1. Fire Hazards Map. November.

*respectively, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake or seismic hazard.*

The project site is not within a delineated earthquake fault zone or seismic hazard zone.<sup>7</sup>

- l. Either the project site does not present a landslide hazard, flood plain, flood way, or restriction zone, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood.*

The project site is not located within a Landslide Hazard area or a Dam Inundation Area.<sup>8,9</sup> The project site is located within a Special Flood Hazard Zone;<sup>10</sup> however, the proposed project would be required to comply with Section XI-15-5 of the City's Municipal Code, which includes requirements for flood hazard reduction.

- m. The project site is not located on developed open space.*

As described in Attachment A, Project Description, the project site is currently developed with a two-story industrial building and is not located on developed open space.

- n. The project site is not located within the boundaries of a state conservancy.*

The project site is not located within any State Conservancies.<sup>11</sup>

- o. The project has not been divided into smaller projects to qualify for one or more of the exemptions set forth in sections 15193 to 15195.*

The proposed project has not been divided into smaller projects. The proposed project has been wholly described in Attachment A, Project Description, and does not include any later phases or off-site activities.

## OTHER EXEMPTIONS

In addition to CEQA Guidelines Section 15194, the proposed project may also be eligible for an exemption pursuant to CEQA Guidelines Section 15195 (Residential Infill), which includes similar requirements to CEQA Guidelines Section 15194. Additionally, as mentioned above, the project site is located within the TASP Area, and therefore could be exempt from further review under CEQA

<sup>7</sup> Milpitas, City of. 2020. *Draft Environmental Impact Report – 2040 Milpitas General Plan* (SCH No. 2020070348). Figure 3.6-1. Earthquake Faults. November.

<sup>8</sup> Milpitas, City of. 2020. *Draft Environmental Impact Report – 2040 Milpitas General Plan* (SCH No. 2020070348). Figure 3.6-5. Landslide Potential.

<sup>9</sup> Milpitas, City of. 2020. *Draft Environmental Impact Report – 2040 Milpitas General Plan* (SCH No. 2020070348). Figure 3.9-3. Dam Inundation Areas.

<sup>10</sup> Milpitas, City of. 2020. *Draft Environmental Impact Report – 2040 Milpitas General Plan* (SCH No. 2020070348). Figure 3.9-2. FEMA Flood Hazard Zones.

<sup>11</sup> California Natural Resources Agency. Conservancies. Website: <https://files.resources.ca.gov/conservancies/> (accessed June 2021).

pursuant to Section 15168(c) of the CEQA Guidelines. A program EIR was prepared and certified for the TASP in 2008, and the proposed project could be found to be within the scope of the project described in the TASP EIR. However, as described above, the proposed project would meet the requirements of CEQA Guidelines Section 15194, and no further review pursuant to CEQA would be required.

## CONCLUSION

As described above, the proposed project is exempt from CEQA pursuant to CEQA Guidelines Section 15194. Additionally, the proposed project would meet the threshold requirements described in CEQA Guidelines Section 15192. Therefore, an exemption is the appropriate terminal CEQA document for the proposed project.

Attachment A: Project Description

## ATTACHMENT A

### PROJECT DESCRIPTION

The following describes the proposed 308 Sango Court Project (project). The project site is located within the planning area for the Milpitas Transit Area Specific Plan (TASP)<sup>1</sup>. In addition to the description of the proposed project itself, this section includes a summary description of the proposed project's location, existing site characteristics, required approvals, and entitlements.

This attachment is part of the preparation of an Addendum to the certified Milpitas Transit Area Specific Plan Project Final Environmental Impact Report<sup>2</sup> (TASP FEIR) and a Categorical Exemption prepared pursuant to the California Environmental Quality Act (CEQA) to allow development of the proposed project. The City of Milpitas (City) is the CEQA lead agency for the project.

#### 1.1 PROJECT SITE

The following section describes the project location, existing conditions, surrounding land uses, and the regulatory setting.

##### 1.1.1 Project Location

The project site is located in the southern portion of the City of Milpitas, just north of the border with the City of San Jose. The approximately 1.11-acre project site is located at 308 Sango Court (Assessor's Parcel Number [APN] 086-036-036).

Regional vehicular access to the project site is provided by Interstate 880 (I-880) located to the west and Interstate 680 (I-680) located east of the project site. The Milpitas Bay Area Rapid Transit (BART) station and Montague Valley Transportation Authority (VTA) light rail station are approximately 0.2-miles northeast of the project site. Figure 1 shows the regional and local context of the project site. Figure 2 depicts an aerial photograph of the project site and surrounding land uses (All figures are provided at the end of this Attachment A).

##### 1.1.2 Existing Conditions

The generally level project site is currently developed with a two-story industrial building that includes warehouse and office space, loading docks, paved surface parking, and landscaped areas, including mature trees.

##### 1.1.3 Surrounding Land Uses

The project site is located within a light industrial area of Milpitas that is predominantly developed with commercial office parks and other buildings for industrial and commercial uses. The project site is bordered to the north by Sango Court and existing industrial uses, to the west by the Ark Baptists

<sup>1</sup> Milpitas, City of. 2008. *Milpitas Transit Area Specific Plan*. June. Amended December 2011.

<sup>2</sup> Milpitas, City of. 2008. *Milpitas Transit Area Specific Plan Final Environmental Impact Report*. May.

Church, and multi-family residential uses to the east and south. The project site is in close proximity to the Great Mall shopping center in Milpitas, approximately 0.4 miles north of the project site.

#### 1.1.4 Regulatory Framework

At the time the application for the proposed project was submitted in December 2019, the City of Milpitas' General Plan Land Use Map<sup>3</sup> designated the project site as Boulevard Very High Density Mixed Use (BVMU). The Boulevard Very High Density Mixed Use category allowed for projects that include a wholly residential or non-residential concept or a project that integrates residential and non-residential uses vertically or horizontally within a project site. Permitted uses included residential, office, commercial, hotel, and medical uses. Residential-only projects, or projects with a residential component, shall have a minimum average gross density of 41 units per acre and can be built up to 60 units per acre (excluding density bonuses). The project site is zoned Very High Density Mixed Use (MXD3).<sup>4</sup> The City adopted the 2040 Milpitas General Plan on March 9, 2021, which replaced the General Plan adopted in 1994. The 2040 General Plan Land Use Map designates the project site as Milpitas Metro Specific Plan (MMSP), which is intended to create a structure for a walkable, transit-oriented area with a mix of land uses. The project site is also located within the Transit Area Specific Plan (TASP).

The TASP is a guide for development and redevelopment of the southern, light industrial corridor of Milpitas that is located in the vicinity of the BART station. The goal of the TASP is to create an attractive and livable neighborhood that is within walking distance to BART and to transform the older, light industrial district to meet high demand for housing, offices and shopping in Milpitas. The TASP was designed to accommodate substantial growth, minimize impacts on local roadways, and reduce urban sprawl at the periphery of the region. The proposed project would be located near the Milpitas BART station and supports the objectives of the TASP. The TASP EIR was certified in 2008 and evaluates the environmental impacts of 7,100 units of residential development, a population increase of 18,000 new residents, the creation of 4,200 new jobs and development of 1 million square feet of office space, 285,000 square feet of retail space, and 175,000 square feet of hotels.

## 1.2 PROPOSED PROJECT

The project applicant, The Pacific Companies, proposes to demolish the existing building and associated improvements on the site and construct a five-story apartment building with 85 residential dwelling units over one-level, podium, on-grade parking. Associated circulation, parking, landscaping, and infrastructure improvements would also be developed. Figure 3 shows a conceptual site plan for the ground level, Figure 4 shows the conceptual building plans, and Figure 5 shows a representative conceptual building elevations.

<sup>3</sup> Milpitas, City of. 1994. City of Milpitas General Plan Update. Available online at: [www.ci.milpitas.ca.gov/planning-documents/general-plan/](http://www.ci.milpitas.ca.gov/planning-documents/general-plan/) (accessed April 23, 2021).

<sup>4</sup> Milpitas, City of. 2016. City of Milpitas Parcel Map Viewer website: [www.ci.milpitas.ca.gov/milpitas/departments/maps/](http://www.ci.milpitas.ca.gov/milpitas/departments/maps/) (accessed April 23, 2021).

Table A shows the housing units and population assumptions evaluated within the TASP FEIR, the number of approved units and under construction units and inclusion of the proposed project. As shown, the development associated with the proposed project is within the amount of growth evaluated and cleared within the TASP FEIR.

**Table A.1: Existing and Proposed Housing Units and Population within the TASP Area**

|               | Evaluated Within the TASP FEIR | Approved            | Proposed Project | Remaining Development Available |
|---------------|--------------------------------|---------------------|------------------|---------------------------------|
| Housing Units | 7,109 <sup>a</sup>             | 6,782               | 85               | 412                             |
| Population    | 17,915 <sup>a</sup>            | 17,091 <sup>b</sup> | 215 <sup>b</sup> | 10,382 <sup>b</sup>             |

Source: Fossati, Michael, 2021. Senior Planner, City of Milpitas. May 13.

<sup>a</sup> Milpitas, City of, 2008. Final Transit Area Specific Plan EIR.

<sup>b</sup> Estimated population associated with approved units, under construction units, and the proposed project was determined by using the residents per unit evaluated within the TASP FEIR (17,915 residents/7,109 units = 2.52 residents per unit).

### 1.2.1 Building Program

As noted above, the proposed project would include 85 residential dwelling. The proposed project would consist of 23 three-bedroom units ranging from 1,010 to 1,073 square feet in size, 27 two-bedroom units ranging from 739 to 896 square feet in size, and 35 one-bedroom units ranging from 563 to 617 square feet in size. All 85 rental units would be affordable, as determined by the City of Milpitas. An “affordable unit” is a rental-housing unit, affordable to households with very-low, low, or moderate incomes, as determined by the California Department of Housing and Community Development, specifically based on Santa Clara County median income levels (adjusted for family size). Prior to building permit issuance, an executed agreement imposing appropriate rental restrictions on the affordable units would be required.

In addition to parking, the ground level would also include office space, restroom, leasing area, an approximately 615-square foot fitness center, and an approximately 765-square foot lounge area for use by site residents.

### 1.2.2 Landscaping and Open Space

The proposed project would include a total of 18,203 square feet of common open space and 1,205 square feet of private open space on the project site, for a total of 19,408 square feet of open space. Common open space on the project site would consist of landscaped paseos for pedestrian access, lawn area and picnic area on the ground level and a centralized common area on the podium level with amenities including picnic tables, a barbeque station, shading and an artificial turf activity area. Private open space would consist of useable balconies. Figure 6 shows the proposed landscape plan for the project site.

### 1.2.3 Access, Circulation and Parking

The project site would be accessed via the proposed driveway on Sango Court along the southeast boundary of the project site. This driveway would provide access to the ground level surface parking area, as shown on Figure 3. The proposed project would include a total of 48 spaces within the

surface parking lot. The proposed project would also include 30 bike parking spaces inside the parking structure for residents' use and four on-street guest bike parking spaces.

#### 1.2.4 Utilities and Infrastructure

The proposed project would require utility services including water, wastewater, storm drain, gas, electrical, and telecommunications. The proposed project would connect to existing utilities via tie-ins on Sango Court, including connections to a 12-inch water line, 8-inch wastewater line, and a connection to the existing joint utility trench for gas and electrical service. The proposed project would also include a connection to the existing 15-inch storm drain main within Sango Court.

The project site currently includes a total of 43,090 square feet<sup>5</sup> of impervious surface area (89 percent). The proposed project would result in a decrease in impervious surface area on the project site of 6,110 square feet. Roofs, roads, concrete driveways and other infrastructure would result in a total of 36,890 square feet of impervious surfaces (76 percent of the site). The proposed project would include an approximately 410-square-foot raised bioretention planter within the paseo in the western portion of the site to capture and treat stormwater runoff. In addition, a mechanical storm drain treatment system would be installed within the proposed driveway to handle stormwater flows prior to discharge to the City's stormwater drainage system.

#### 1.2.5 Project Construction

Subsurface excavations for the foundations and utilities would likely occur to a depth of 2.5 feet. A total of 2,500 tons of construction debris are anticipated to be removed from the project site during demolition of the existing buildings. The construction period is anticipated to begin in by March 2022 and would occur over an approximately 15-month period. Occupancy of the units could occur as early as June 2024.

### 1.3 AMENDMENTS AND PERMITS

As previously discussed, the proposed project involves an application for a specific development proposal for 308 Sango Court. As part of the proposed project evaluated in this Categorical Exemption, the following approvals and permits would be required:

- Site Development Permit
- Density Bonus Application
- Tree Removal Permit
- Demolition Permit
- Building Permit

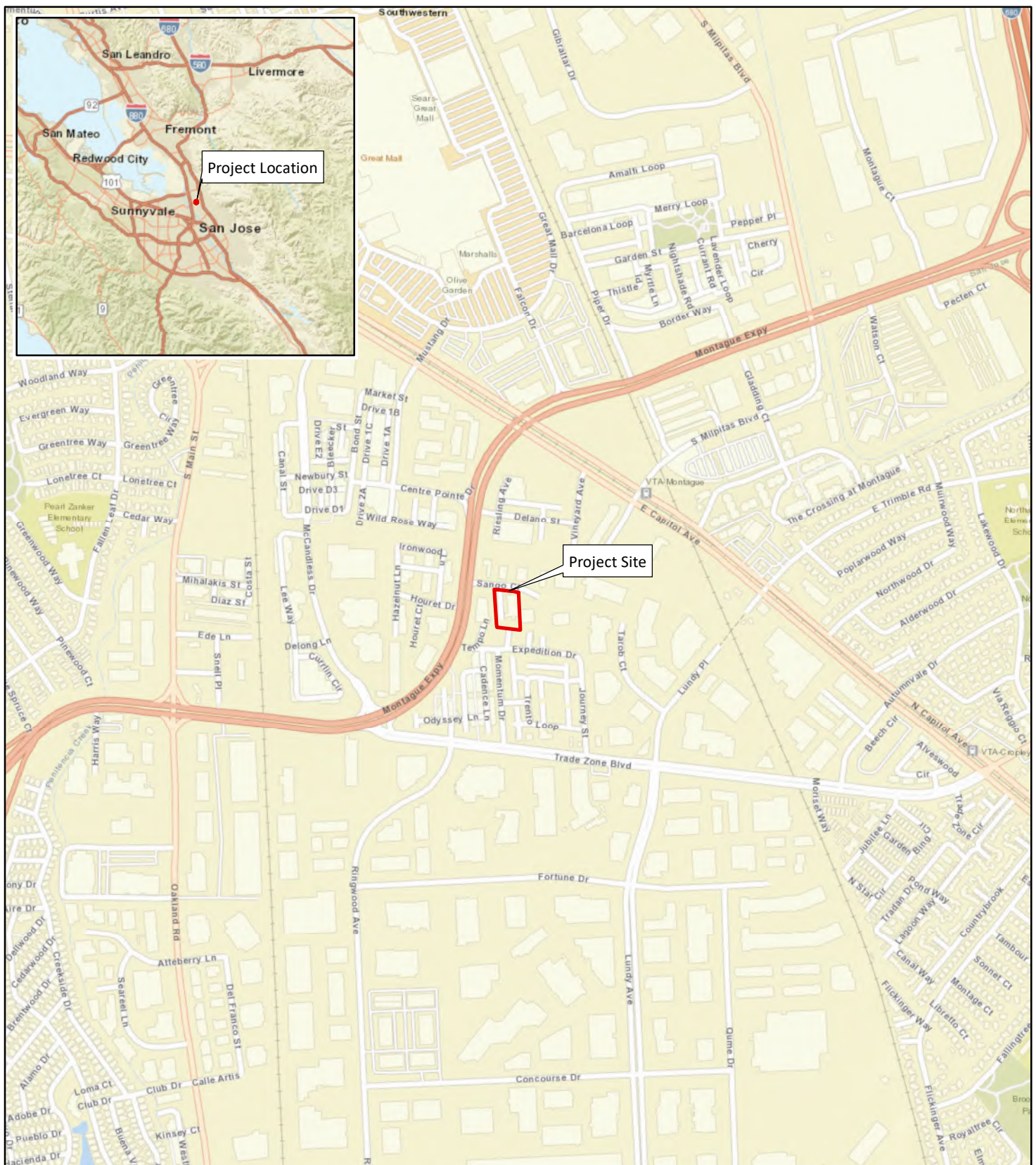
In addition to the permits listed and applications listed above, the project applicant is requesting a waiver to encroach into the rear yard, include compact parking within the MXD3 zoning district,

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<sup>5</sup> Ruggeri-Jenson-Azar. 2021. Preliminary Stormwater Control Plan for Sango Court. May 05.

waive the private open space requirement for 75 residential units, and waive the Public Art Fee requirement, and concessions to increase the allowable density to 77 dwelling unit (du) /acre, reduce the parking requirement to 0.5 vehicle space per residential unit, and pay TASP fees prior to Certificate of Occupancy issuance.





LSA

### LEGEND

 Project Site

0 500 1000

FEET

SOURCE: ESRI World Maps (10/2019).

I:\MLP1902.07\GIS\Maps\Figure 1\_Regional Location.mxd (4/26/2021)

308 Sango Court Residential Development Project  
Regional Location

531



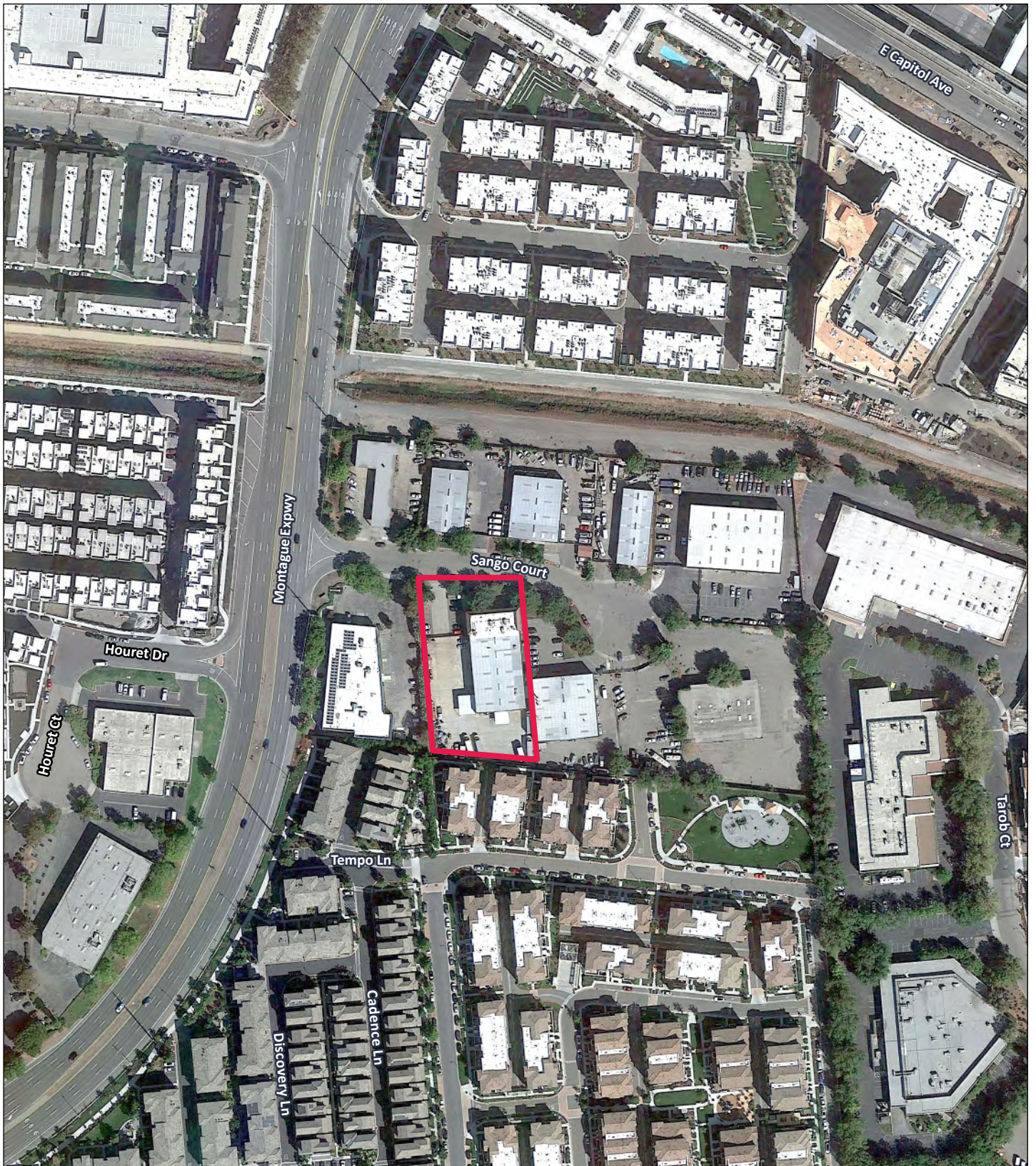
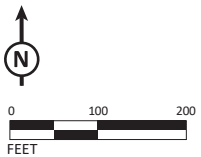


FIGURE 2

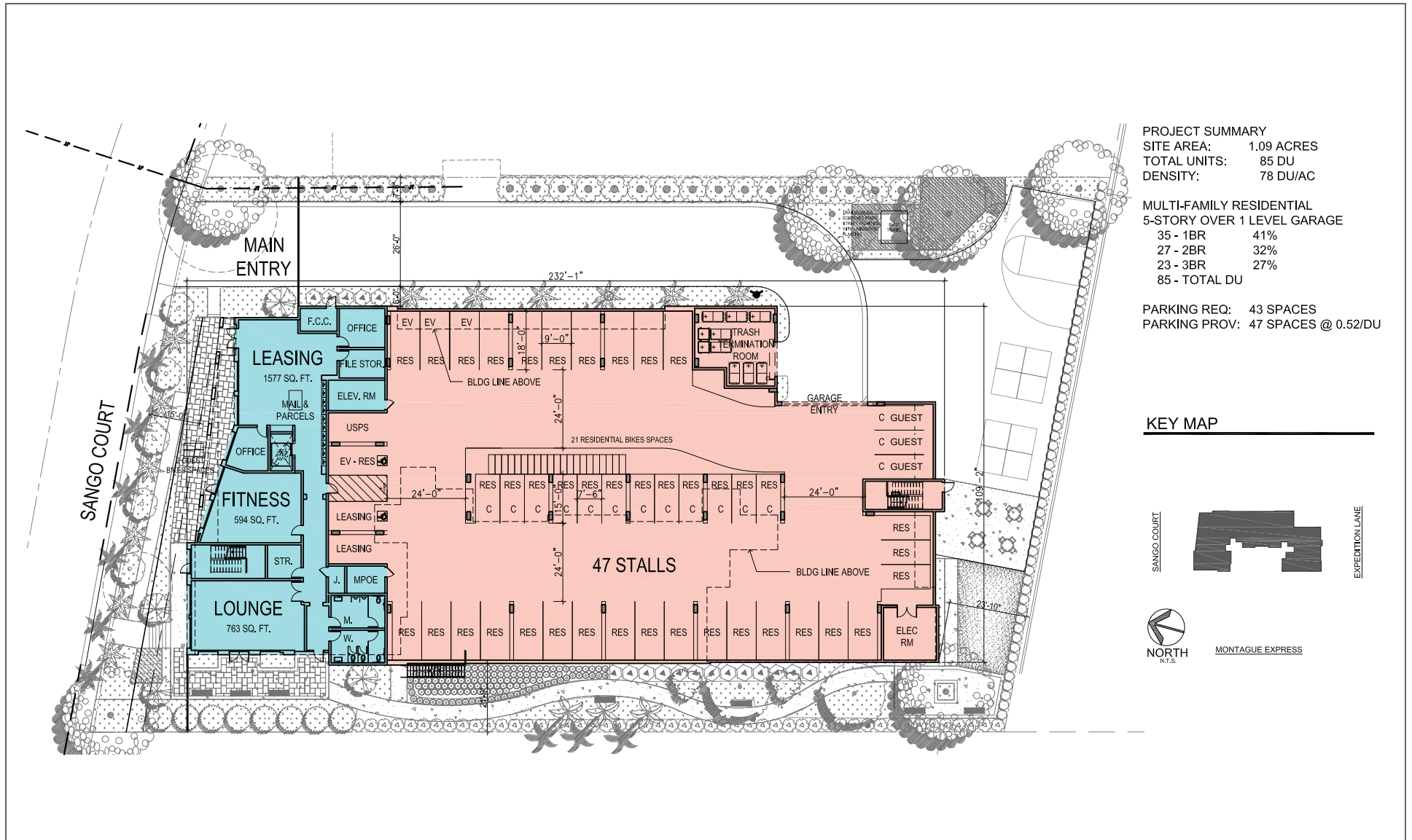
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Project Location

308 Sango Court Residential Development Project  
Project Site and Surrounding Land





LSA

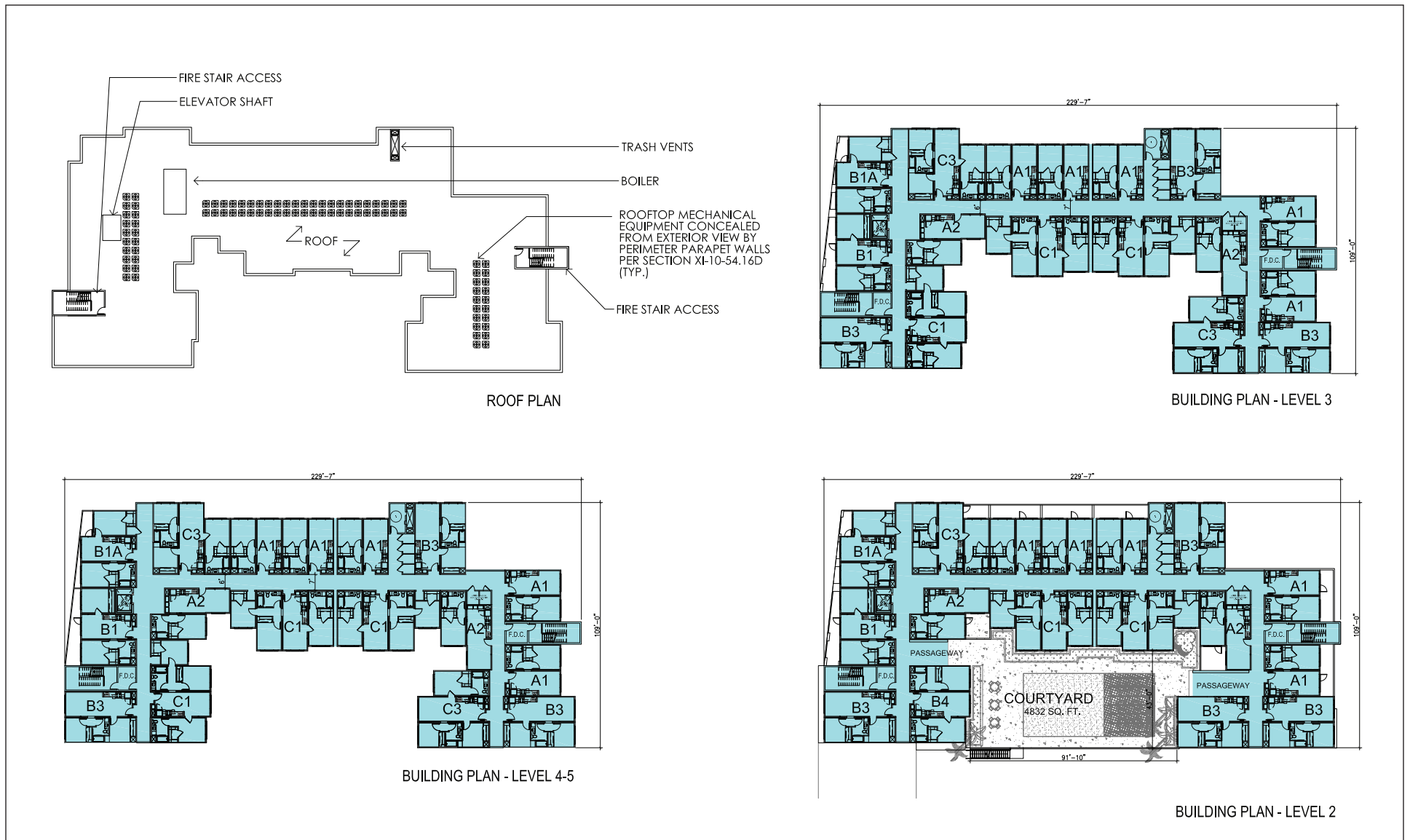
FIGURE 3



308 Sango Court Residential Development Project  
 Ground Level Site

SOURCES: The Pacific Companies; AO Architects, January 2021

P:\MLP1902.07 308 Sango Court\PRODUCTS\Graphics\Figure 3.ai (4/27/2021)



LSA



FIGURE 4

308 Sango Court Residential Development Project  
Building P

SOURCES: The Pacific Companies; AO Architects, January 2021

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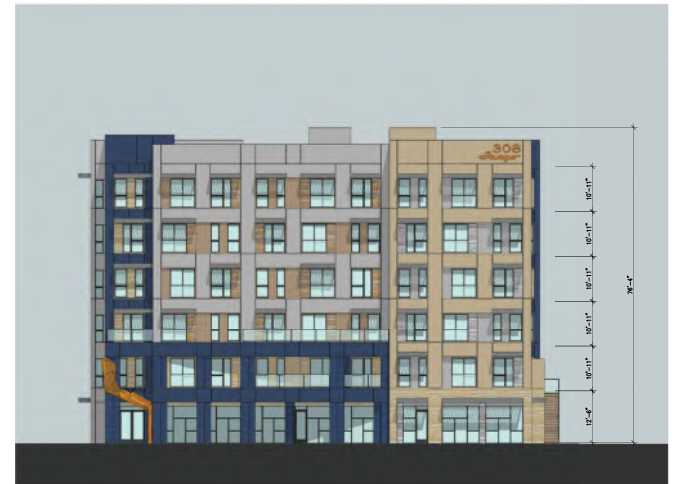
3 - RIGHT ELEVATION



4 - REAR ELEVATION



2 - LEFT ELEVATION



1 - FRONT ELEVATION

LSA

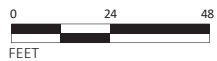


FIGURE 5

308 Sango Court Residential Development Project  
Exterior Elevations

SOURCES: The Pacific Companies; AO Architects, January 2021

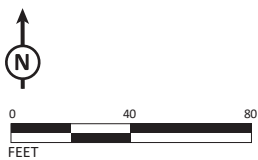
P:\MLP1902.07 308 Sango Court\PRODUCTS\Graphics\Figure 5.ai (4/27/2021)





FIGURE 6

LSA





## MILPITAS PLANNING COMMISSION STAFF REPORT

June 23, 2021

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### APPLICATION:

**NEW MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT – 308 SANGO COURT – SD19-0014, DB19-0001, TR19-0029, AND EA19-0007:** A Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to allow the demolition of an existing industrial building, removal of three protected trees, and development of a six-story, 100% affordable housing project with up to 85 multi-family residential units, a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open and recreation space, on a 1.11-acre parcel located at 308 Sango Court, in the Transit Area Specific Plan (TASP) planning area.

### RECOMMENDATION:

Staff recommends that the Planning Commission receive the project presentation, open and close the public hearing, consider the exemptions in accordance with CEQA, and adopt Resolution No. 21-014 recommending that the City Council approve Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029, and Environmental Assessment No. EA19-0007 to allow the demolition of an existing industrial building, removal of three protected trees, and development of a six-story, 100% affordable housing project with up to 85 multi-family residential units, a ground-floor parking garage with up to 48 vehicle spaces, and approximately 20,788 square feet of public and private open and recreation space, subject to the Conditions of Approval.

### PROJECT LOCATION:

Address/APN:

308 Sango Court (APN: 086-36-036)

Area of City:

Transit Area Specific Plan (TASP): Montague Corridor Subdistrict

### PEOPLE:

Project Applicant

Mike Kelley, Pacific West Communities, Inc.

Property Owner:

Robert Lawson

Project Planner:

Michael Fossati, Senior Planner

### LAND USE:

General Plan Designation:

Milpitas Metro Specific Plan (MMSP)

Specific Plan Designation:

Boulevard Very High-Density Mixed-Use (MXD3)

Zoning District:

Very High-Density Mixed-Use (MXD3)

Site Area: 1.11 acres

**ENVIRONMENTAL:** This Project is categorically exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15194 (Affordable Housing Exemption) and as a separate and independent basis, and CEQA Guidelines Section 15168(c) (Program EIR), consistent with the Addendum to the Transit Area Specific Plan (TASP) Environmental Impact Report (FEIR), June 2008 (SCH#2006032091) approved by the City Council on November 17, 2015 (Resolution No. 8509)

## **EXECUTIVE SUMMARY**

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The applicant, Pacific West Communities, requests a Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to demolish an existing two-story, 14,800-square foot industrial office/warehouse building, remove three protected trees, and develop a 64,356-square foot, podium-style apartment building, up to 77 feet (six stories) in height, with associated site improvements, on a 1.11-acre site located at 308 Sango Court in the Montague Corridor Subdistrict of the Transit Area Specific Plan (TASP) area.

The project proposes a total of 85 multi-family residential units, including 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units. The project will be 100% affordable, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households. The residential units are located in a five-story tower over a one-story garage with 48 vehicle parking spaces. A shared central courtyard is located on the first level above the podium. The project also includes a 1,473-square foot lobby, a 615-square foot fitness center, and a 765-square foot resident lounge on the ground floor.

The proposed project requires approval of three entitlements, as follows:

1. Site Development Permit SD19-0014: To allow the development of a five-story, podium-style apartment building over a one-story parking garage, with up to 85 multi-family residential units (100% affordable), parking for up to 48 vehicles, and approximately 20,788 square feet of landscaped public and private open and recreation space on the 1.11-acre site; and
2. Density Bonus Permit DB19-0001: To allow a 27% density increase (18 units) over the maximum 60 du/acre density allowed in the MXD3 Zoning District and consideration of certain specific concessions, waivers, and exceptions requested by the applicant; and
3. Tree Removal Permit TR199-0029: To remove three protected trees; and
4. Environmental Assessment EA19-0007: To review and verify an exemption from further environmental review under CEQA.



Staff reviewed the entitlement applications listed above and found them to be in compliance with the policies, standards, and processes outlined in the City of Milpitas 2040 General Plan, Transit Area Specific Plan (Milpitas Metro Specific Plan), Zoning Ordinance, Milpitas Municipal Code (MMC), and the State Density Bonus Law. The balance of this report provides specific details regarding each of the requested entitlements.

Staff recommends that the Planning Commission open and close the public hearing, consider the exemptions in accordance with CEQA and adopt Resolution No. 21-014, recommending approval of the Project to the Milpitas City Council, subject to the conditions of approval included as Exhibit 1 within the above-referenced resolution.

## **BACKGROUND**

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The project site is currently occupied by a 14,800-square foot industrial building with two floors of office space at the front and approximately 25,000 square feet of paved surface parking and storage areas on the west side and rear of the building. The site was originally developed in the 1980s as part of the Sango Court industrial park.

In June 2008, the City of Milpitas adopted the Transit Area Specific Plan (TASP) to facilitate the transformation of older industrial properties surrounding the future Milpitas Transit Center into high intensity, transit-oriented, mixed-use neighborhoods. The TASP designated the properties on Sango Court for very high density mixed-use and transit-oriented residential development, and in 2018, the City approved a 102-unit 100% affordable housing project at 355 Sango Court. The City has recently purchased other properties in the area, including 1700 Sango, for future public park and roadway improvements. The proposed 85-unit 100% affordable housing project at 308 Sango would continue the ongoing transformation of this area consistent with the TASP vision.

In March 2020, the City initiated an update to the TASP and rebranded this effort as the Milpitas Metro Specific Plan. The update Plan will shape the continued transformation of neighborhoods surrounding the Milpitas Transit Center, which opened in June 2020, to create a vibrant transit-oriented community with a mix of housing, retail, entertainment, and employment uses and a safe and attractive network of parks and trails. The proposed project is consistent with this vision.

## **PROJECT DESCRIPTION**

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### ***Overview***

The applicant requests a Site Development Permit, Density Bonus Permit, Tree Removal Permit, and Environmental Assessment to demolish an existing two-story, 14,800-square foot industrial office/warehouse building, remove three protected trees, and develop an 85-unit multi-family residential apartment building at 308 Sango Court. The residential units will occupy a five-story tower surrounding a central courtyard over a one-story, ground-floor parking garage. There are 35 one-bedroom, 27 two-bedroom, and 23 three-bedroom units. The second floor has 17 dwelling units (seven one-bedroom units, seven two-bedroom units, and three three-bedroom units), and the remaining floors (three through six) each have 17 dwelling units (seven one-bedroom units, five two-bedroom units, and five three-bedroom units). The units will range in size from 563 to 1,073 square feet.

The project will be 100% affordable with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households. The State Density Bonus Law (Gov. Code § 65915 et seq.) provides a density bonus, a reduction in required parking ratios, concessions and waivers from development standards, and discretionary incentives in return for the affordable housing component of this project. The analysis section of this staff report includes a full discussion of the State Density Bonus provisions related to this project.

The proposed project provides a total of 48 parking spaces, including four van-accessible spaces, eight electric vehicle (EV) resident spaces, 17 EV-capable resident spaces, 15 compact spaces, two guest spaces, one space for prospective new tenants, and one space for mail truck and deliveries. The parking provided reflects a significantly reduced parking requirement for 100% affordable projects located within one-half mile of a quality transit stop, as allowed under the State Density Bonus Law (Gov. Code § 65915 et seq.). The garage also has 30 long-term bicycle parking spaces, with four short-term bicycle parking spaces near the front entrance on Sango Court. In addition to parking, the ground floor of the project includes utility rooms for electrical connections, fire control, and solid waste collection. The ground floor also includes a 1,473-square foot lobby, a 615-square foot fitness center, and a 765-square foot common room for residents. The ceiling height of the one-level podium garage, accessory rooms, and amenity areas is 12 feet, six inches.

The proposed structure will have a maximum height of approximately 77 feet or six stories (at the parapet height). All rooftop mechanical equipment will be screened from view by the parapet walls. The second floor will feature a 4,832-square foot shared central courtyard furnished with raised planters, decorative pavers, shade structure, gas barbeque, picnic table, and an artificial turf activity area. The courtyard will have direct access from the interior of the building and by an exterior stairway from the ground floor.

### ***Location and Context***

The Project is located on a 1.11-acre site on the south side of Sango Court. The site is currently occupied by a vacant industrial 14,800-square foot office/warehouse building. Figure 1 shows the location of the proposed project in an aerial image:

**Figure 1 – 308 Sango Ct. (Aerial Image)**

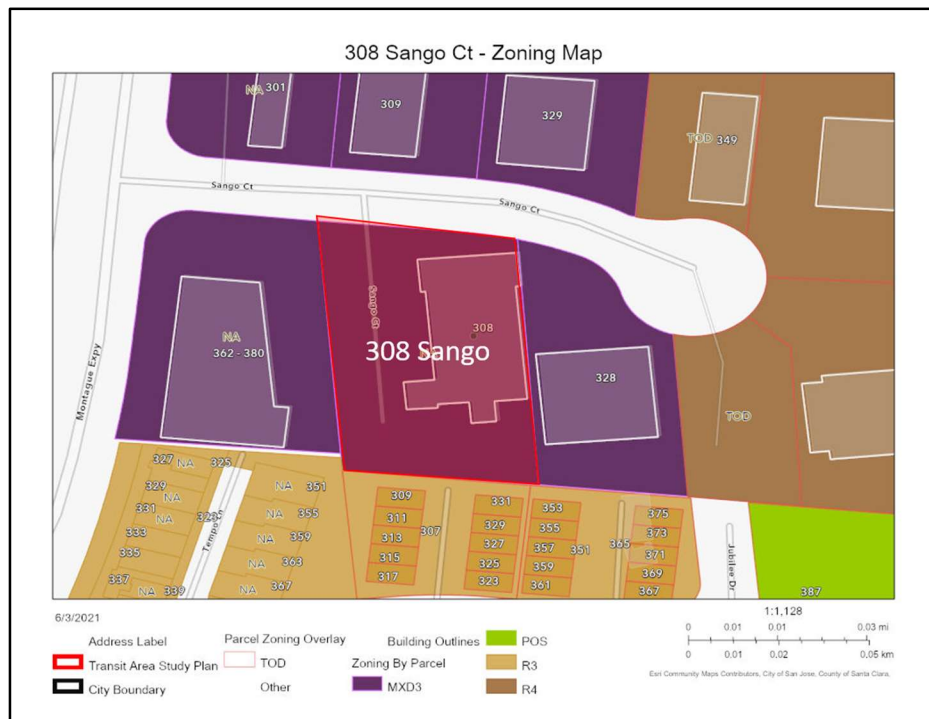


The property is located within the Transit Area Specific Plan (Milpitas Metro Specific Plan) area and zoned Very High-Density Mixed-Use (MXD3). Table 1 summarizes the project site's General Plan land use designation, zoning, and surrounding uses. Figure 2 demonstrates the proposed location in a zoning map:

**Table 1: Surrounding Zoning and Land Uses**

|                     | General Plan                        | Zoning                                     | Existing Uses                 |
|---------------------|-------------------------------------|--------------------------------------------|-------------------------------|
| <b>Subject Site</b> | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Vacant Light Industrial       |
| <b>North</b>        | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Ark's Baptist Church          |
| <b>South</b>        | Milpitas Metro Specific Plan (MMSP) | Multi-family High-Density Residential (R3) | Olson Brother's Body Shop     |
| <b>East</b>         | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | "You Luckie Dog" Pet Day Care |
| <b>West</b>         | Milpitas Metro Specific Plan (MMSP) | Very High-Density Mixed-Use (MXD3)         | Residential Townhomes         |

**Figure 2 – 308 Sango Ct. (Zoning Map)**



## PROJECT ANALYSIS

This section will evaluate elements of the proposed project for conformance with the Milpitas 2040 General Plan, the 2008 Transit Area Specific Plan, the Zoning Ordinance and other provisions of the Milpitas Municipal Code, and the State Density Bonus Law.

### *General Plan Conformance*

The General Plan designation for the project site is Milpitas Metro Specific Plan (MMSP), but since City Council has not formally adopted the MMSP, the TASP development standards currently apply. The intent of both the MMSP and TASP standards is to facilitate development of higher intensity, mixed-use neighborhoods near the Milpitas Transit Center and to encourage walking, biking, and the use of alternative modes of transportation.

As proposed, the Project is consistent with the goals, policies, and standards in the City's General Plan, as set forth in Table 2:

**Table 2: General Plan Consistency**

| Policy                                                                                                                                                                                                                                                                                                                                                                                      | Conformance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i><b>Policy LU 2-3:</b> Allow densities and intensities which exceed the generally allowed ranges defined by the underlying land use for projects utilizing Density Bonus provisions, including bonuses for senior housing, affordable housing, and for projects within designated overlay districts included in Milpitas Municipal Code Section 12 - Overlay Districts and Standards.</i> | <b>Consistent.</b> The Project takes advantage of the Density Bonus provision, which permits increased densities by incorporating an affordable component in the development. The Project, as proposed, will be 100% affordable and provide up to 85 multi-family residential units for individuals and households with low or moderate incomes, as defined by the State of California and County of Santa Clara.                                                                                                                                                                                              |
| <i><b>Policy LU-4-2:</b> Emphasize efforts to reduce regional vehicle miles traveled by supporting land-use patterns and site designs that promote active modes of transportation, including walking, biking, and public transit.</i>                                                                                                                                                       | <b>Consistent.</b> The Project is located within proximity to the Milpitas Transit Center and will allow easy access by pedestrians and bicyclists to various modes of travel. The Project proposes a significantly reduced parking standard with only 48 vehicle parking spaces for 85 residential units. Limited parking facilities will encourage walking, biking, and use public transit to access goods and services without using an automobile and directly reduce vehicle miles traveled. The Project includes 34 bicycle parking spaces, further promoting the use of active modes of transportation. |

| Policy                                                                                                                                                                                                                  | Conformance                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy LU 5-3:</b> <i>Ensure new development is consistent with specific height limits established within the City's Zoning Ordinance as applied through the zoning district for all properties within the City.</i> | <b>Consistent.</b> The Project meets the height standards by proposing a six-story building, up to 77 feet in height, in a zoning district that allows up to 12 stories and a maximum height of 150 feet. |

### ***Transit Area Specific Plan Conformance***

The TASP/MMSP land use designation for the project site is Boulevard Very High-Density Mixed Use. This designation provides for high-density housing, retail, and employment uses within the Montague Expressway corridor. As demonstrated in Table 3, the Project is consistent with applicable TASP/MMSP land use policies.

**Table 3: TASP/MMSP Consistency**

| Policy                                                                                                                                                                    | Conformance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy 3.4:</b> <i>Provide a variety of housing types for different types of households, different income levels, different age groups, and different life-styles.</i> | <b>Consistent.</b> The proposed Project will provide various housing types, including one-, two-, and three-bedroom units for rent to either moderate or low-income individuals or households, consistent with the City's goal of providing housing for various households and income levels.                                                                                                                                                                                                                                                   |
| <b>Policy 3.6:</b> <i>Encourage creativity in high-density residential design. Allow creative housing types, such as live/work lofts.</i>                                 | <b>Consistent.</b> The Project will use modular construction to reduce construction time and costs and will incorporate varied materials and architectural features to create visual interest. The multi-story building provides higher-density development in contrast to surrounding lower-density two, three, and four-story townhomes. On-site amenities will include a central courtyard on the second floor, landscaped open space and recreation areas around the building, and a ground-floor parking garage for vehicles and bicycles. |
| <b>Policy 3.17:</b> <i>New streets shall be located as generally shown on the Street System Map, Figure 3-2 within the TASP</i>                                           | <b>Consistent.</b> A portion of the Project's TASP fees will contribute to the new Sango Court configuration, designed to replace the cul-de-sac with a local street and connection to Tarob Court.                                                                                                                                                                                                                                                                                                                                             |

| Policy                                                                                                                                                                                                                                                                                                                                                                                                   | Conformance                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Policy 3.2:</i></b> <i>Affordable housing units should be provided with new housing developments. Determine affordable unit requirements on a project-by-project basis, considering the size of the project, the location of the site, and the mix of affordable units in the Midtown Area. Allow housing developments of 12 units or less to pay a fee in lieu of providing affordable units.</i> | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units. At a minimum, 60 percent of the units will be for low-income individuals or households, while 40 percent will be for moderate-income individuals or households. |
| <b><i>Policy 3.3:</i></b> <i>Affordable housing should be integrated into all residential projects.</i>                                                                                                                                                                                                                                                                                                  | <b>Consistent.</b> The Project will be a 100% affordable housing project with up to 85 multi-family residential units reserved for low- and moderate-income individuals or households.                                                                                                 |

### **Zoning Conformance**

The zoning designation for the project site is Very High-Density Mixed Use (MXD3). As demonstrated in Tables 4 and 5, the Project is consistent with most of the applicable development standards for the MXD3 Zoning District and TASP/MMSP area. For those project elements not in compliance with the MXD3 or TASP/MMSP development standards, the applicant is requesting concessions or waivers in accordance with the affordability provisions of the State Density Bonus Law. A detailed discussion of the standards from which the project deviates and the concessions or waivers requested by the applicant follows Table 5.

**Table 4: Development Standards for the MXD3 Zoning District**

| <b>MXD3</b>                     | <b>Standard</b>                                                                                                                               | <b>Conformance</b>                                                                                          |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Density</b>                  | 41-60 dwelling units (du)<br>/gross acre (acre)                                                                                               | <b>Compliant: Eligible for Density Bonus up to 80%</b><br>77 du/acre                                        |
| <b>Setbacks</b>                 |                                                                                                                                               | <b>Compliant (with DBP Concession)</b>                                                                      |
| <b>Front(min/max)</b>           | 12-20 ft. from the property line                                                                                                              | 15 ft.                                                                                                      |
| <b>Right (North) Side</b>       | 10 ft./ 20 ft. for the portion of building over 60 ft.                                                                                        | 21 ft.                                                                                                      |
| <b>Left (South) Side</b>        | 10 ft./ 20 ft. for the portion of building over 60 ft.                                                                                        | 40 ft., four inches                                                                                         |
| <b>Rear</b>                     | 15 ft. minimum/ 30 ft. for the portion of building over 60 ft.                                                                                | 23 ft., 10 inches (Compliant with Density Bonus Permit - Waiver)                                            |
| <b>Floor Area Ratio</b>         | Maximum FAR: 2.0                                                                                                                              | <b>Compliant: 0.45 FAR</b>                                                                                  |
| <b>Commercial Area, Minimum</b> | Not Applicable                                                                                                                                | No commercial area proposed.                                                                                |
| <b>Building Height</b>          | Twelve stories or 150 ft.                                                                                                                     | <b>Compliant: 77 ft.</b>                                                                                    |
| <b>Private Open Space</b>       | Each dwelling unit requires private open space                                                                                                | <b>Compliant (with Density Bonus Waiver)</b><br>Ten of 85 dwelling units include private open space         |
| <b>Landscaping</b>              | All required front and street setback areas shall be landscaped or paved to allow for outdoor seating, display or goods, or street furniture. | <b>Compliant:</b> The front setback area has an entrance and landscaped public plaza with trees and shrubs. |

In addition, projects located in the TASP/MMSP area must comply with the additional development and design standards outlined in Table 5:



**Table 5: Additional Development Standards Applicable in the TASP/MMSP**

|                                                   | <b>Standard</b>                                                                                        | <b>Conformance</b>                                                                                                                  |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>Projections into Required Yards</b>            | Porches, stairs, balconies, bay windows, and awning may project up to six feet into required setbacks. | <b>Compliant:</b> A proposed outdoor stairwell encroaches into the right setback by three feet.                                     |
| <b>Building Orientation and Entrances</b>         | Building must face the street; and primary building entrances must be oriented toward the street.      | <b>Compliant:</b> Access to the building is via the front of the building, through the public plaza.                                |
| <b>Vehicle Parking</b>                            | 122 parking spaces are required per TASP/MMSP development standards.                                   | <b>Compliant (with Density Bonus Concession)</b><br>48 parking spaces                                                               |
| <b>Bicycle Parking</b>                            | 28 long- and short-term bicycle parking spaces.                                                        | <b>Compliant:</b> 34 long- and short-term bicycle parking spaces.                                                                   |
| <b>Parking Structure and Parking Lot Location</b> | Parking must be located so that it is not visible from the street.                                     | <b>Compliant:</b> Parking lot entrance accessible from the side and not visible from the street.                                    |
| <b>Parking Access and Curb Cuts</b>               | Maximum two curb cuts per lot per street frontage                                                      | <b>Compliant:</b> One curb cut along frontage proposed.                                                                             |
| <b>Park Acreage Requirements</b>                  | 0.14 acres (after payment of TASP/MMSP fee)                                                            | <b>Compliant:</b> 0.48 acres proposed, which includes a public plaza, internal courtyard, recreational courts, and fitness facility |

### ***Architectural Design***

The proposed project will feature modular construction with a contemporary architectural design and color scheme. Variations in colors, materials, and wall planes break up the building massing, and smaller elements such as recessed windows, decorative awnings, and score lines provide visual interest. Project renderings also show a dramatic public art installation near the building entrance.

Figure 3 is a perspective view of the north and east building elevations. A public art piece is proposed at the northeast corner of the building near the lobby entrance and vehicle driveway.

**Figure 3 – Proposed Project Looking Southwest from Sango Court**



Figure 4 is a perspective view of the west elevation of the proposed building looking northeast into the central courtyard.

**Figure 4 –Proposed Project looking Northeast into the Central Courtyard**



### **Tree Removal, Landscaping, and Open / Recreational Space Requirements**

The Project includes removal and replacement of three protected trees (three Chinese Tallow) to accommodate construction of the driveway and public frontage improvements. In accordance with the City's Tree Maintenance and Protection Ordinance, the project proposes planting 18 replacement trees (King Palms, Ginkgo Biloba, Dwarf Southern Magnolias, and Queen Palms) in various areas across the site. Other new landscaping around the site will include various shrubs (Japanese Laurel, Creeping Mahonia, and Carolina Laurel Cherry), grasses (Blue Fescue, Purple Muhly, and Dwarf Fountain Grass), and perennials (Cast Iron Plants, Japanese Sago Palm, and African Irises). Artificial turf areas will also be provided as part of the required facilities for onsite stormwater management. The perimeter landscape area includes trees, shrubs, grasses, perennials, a dog park, a picnic area, a lawn area, a basketball court, and two lounge and seating areas, as demonstrated in Figure 5 below.

**Figure 5 – Landscape Plan**



### **Parkland and Open Space Requirements**

TASP requires all new residential developments to provide 3.5 acres of parkland for every 1,000 persons or payment of fees-in-lieu, as required per MMC Section XI-10-6.04 (G) (*Park and Open Space Requirements for Residential Uses*). Based on the proposed 85 units at the site, the project would be required to provide 0.74 acres of parkland, or the equivalent of approximately \$2,065,162 in in-lieu fees.

All projects in the TASP are required to pay a Transit Area Development Impact Fee (TADIF), and a portion of the TADIF is used for park and recreation purposes within the TASP area. By paying the TADIF, the applicant receives a credit of \$1,682,842, equivalent to 0.60 acres of parkland. The applicant is obligated to either provide an additional 0.14 acres of public or private recreational space or pay the remaining balance of \$382,320 in in-lieu fees.

To satisfy this requirement, the applicant proposes to provide 0.48 acres of on-site public and private recreation space. The Project features multiple open space and recreational amenities, including the shared central courtyard, recreation facilities and picnic area at the rear of the property, and a paseo with benches along the west side of the building. Additionally, the Project would receive credit for the 765-square foot recreational lounge with outdoor patio, 615-square foot communal fitness area, and 10 private balconies with a total of 1,205 square feet. By designing these elements into the project, the parkland requirement is met without additional fees. Table 6 outlines this information below.

**Table 6:**  
**Summary of Adherence to Parkland Requirements**

|                                                                  |                                                   |
|------------------------------------------------------------------|---------------------------------------------------|
| 308 Sango Court Unit Count                                       | 102                                               |
| 308 Sango Court Population Estimate (2.08 persons/unit per TASP) | 212 persons                                       |
| TASP Parkland Requirement                                        | 3.5 acres/1,000 people or equivalent fees-in-lieu |
| <b>Total Parkland Acreage or In-Lieu Fee Required</b>            | <b>0.74 acres / \$2,065,162</b>                   |
| Amount Satisfied Through TASP Fees (Acreage/Dollars)             | 0.60 acres / \$1,682,842                          |
| <b>Remaining Parkland Acreage or In-Lieu Fee Required</b>        | <b>0.14 acres / \$382,320</b>                     |
| Private Recreation/Open Space Included in the Project            | 0.48 acres                                        |
| <b>Balance of Parkland Acreage or In-Lieu Fee Due</b>            | <b>0.00 acres</b>                                 |

### **State Density Bonus Law**

To encourage the production of affordable housing, the State Density Bonus Law (Gov. Code § 65915 et seq.) allows developers to receive a density bonus of up to a 50% increase for most projects, depending on the amount of affordable housing provided, and an 80% increase in density for projects that are 100% affordable. The Density Bonus is a state mandate, and any developer who meets the requirements of the state law is entitled to receive the density bonus and other benefits as a matter of right. The City's local Density Bonus Ordinance (MMC Section XI-10-54.15 (F)) mirrors the State requirements.

Based on 100% affordability, with 34 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the proposed project is eligible for a 50% density bonus. The maximum allowable density in the MXD3 Zoning District is 60 du/ac, which would yield 67 units on the subject 1.11-acre parcel. The proposed 85-unit development represents a 27% increase over the maximum allowable density, which is less than the allowable 50% density bonus. Under the State Density Bonus Law, the applicant is entitled to receive the 27% density bonus as a matter of right.

### Concessions and Waivers

The State Density Bonus Law and MMC Section XI-10-54.15(F) also allow developers who incorporate affordable units within a residential project to request relief from local development standards in the form of a concessions, waivers, and incentives. Concessions and waivers typically involve a reduction in site development standards or a modification of zoning code or architectural design requirements, such a reduction in setback or maximum building height requirements. Incentives typically involve financial measures intended to achieve identifiable and actual cost reductions for a project.

The City is required to grant concessions or waivers proposed by the developer unless it finds that the proposed concession or waiver would not result in identifiable and actual cost reductions, would cause a public health or safety problem, would cause an environmental problem, would harm historical property, or would be contrary to law. The Density Bonus Law restricts the types of information and reports that a developer is required to provide to the local jurisdiction in order to obtain the requested incentive or concession. The local jurisdiction has the burden of proof in the event it declines to grant a requested concession or waiver.

The number of required concessions is based on the percentage of affordable units in the project. Since the proposed project is 100% affordable (with the acceptance of one manager's unit), with 33 units (40%) reserved for moderate-income households and 51 units (60%) units reserved for low-income households, the applicant qualifies for three concessions. In addition to concessions, the applicant may also request a waivers or reductions of any local development standards that would physically prevent the project from being built at the permitted density and with the granted concessions. Based on 100% affordability, the project is eligible for an unlimited number of waivers from local development standards. The city is not required to waive or reduce development standards that would cause a public health or safety problem, cause an environmental problem, harm historical property, or would be contrary to law.

In addition to concessions and waivers from development standards, the applicant may also request financial incentives from the City in the form of fee waivers, reductions in dedication requirements, etc. The City is not required to grant these additional incentives but may consider granting these requests to demonstrate support the development of affordable housing.

The following sections describe concessions, waivers, and incentives requested by the applicant for the proposed project at 308 Sango. A letter from the applicant outlining their request for these concessions and waivers will be provided to the Planning Commission prior to the meeting.

### Rear Yard Setback

The TASP Development Standards for sites within the MXD3 Zoning District (see TASP Table 5-1) require a minimum rear yard setback of 30 ft. for a multi-story residential project over 60 ft in height. The applicant is requesting a waiver to allow a reduced setback of 23 feet10 inches. Based on the level of affordability, the proposed project qualifies for the requested waiver, which is not discretionary.



### Private Open Space

MXD3 zoning standards require each residential unit to have private open space in the form of a patio or balcony. The Project provides private open space for only ten of the 85 residential units, and the applicant has requested a waiver to eliminate the private open space requirement for the other 75 units. To partially compensate for the lack of private open space, the project incorporates over 20,000 square feet of common open space and recreational amenities for residents and their guests. This waiver is not discretionary.

### Parking Ratio

The proposed parking garage provides a total of 48 parking spaces, which is significantly fewer than the standard TASP parking requirements of 122 parking spaces. In 2020, the State Density Bonus Law was amended to provide a reduced ratio of 0.5 parking spaces per unit for affordable projects with at least 20% of the units designated for low-income individuals or households and within ½-mile of an accessible major transit stop. A basic parking analysis for the proposed project is provided in Table 7 below. Requesting reduced parking standards does not count as an incentive or concession and is not discretionary.

Under the State Density Bonus Law, the developer may also request additional special parking standards as a concession. The TASP development standards require all vehicle spaces within the MXD3 Zoning District to have standard dimensions (10'x 20'), and the applicant has requested a waiver to allow 33% of the total vehicle spaces within the parking garage to be sized for compact vehicles. Based on the level of affordability, the proposed project qualifies for the requested waiver, which is not discretionary.

**Table 7: Parking Requirements (under State Density Bonus Law)**

| Land Use         | Count | Rate     | Spaces<br>Required | Spaces<br>Provided | Notes                                                                                                      |
|------------------|-------|----------|--------------------|--------------------|------------------------------------------------------------------------------------------------------------|
| 1 bedroom        | 35    | 0.5/unit | 18                 | 18                 |                                                                                                            |
| 2 bedroom        | 27    | 0.5/unit | 14                 | 16                 |                                                                                                            |
| 3 bedroom        | 23    | 0.5/unit | 12                 | 14                 |                                                                                                            |
| Guest<br>Parking | N/A   |          | 0                  |                    | Included as part of the total<br>number of parking spaces<br>required under the State<br>Density Bonus Law |
| Total            |       |          | 44                 | 48                 |                                                                                                            |

As noted in the Project Description, the parking garage will include four van-accessible spaces, eight electric vehicle (EV) resident spaces, 17 EV-capable resident spaces, 15 compact spaces, two guest spaces, one space for prospective tenants, and one space for mail truck and deliveries.

### Development Fees

Under the State Density Bonus law, the city may consider other financial incentives, such as fee waivers or fee deferral, to support the development of affordable housing through identifiable and actual cost reductions. The applicant has requested a deferral of payment of the Transit Area

Development Impact fees (TADIF) from issuance of Building Permit to issuance of Certificate of Occupancy and a 100% reduction in Public Art fees. The City of Milpitas has adopted policies to offset fees for certain development types, including affordable housing projects. The Project is subject to the following development fees:

- Transit Area Specific Plan Development Impact Fee (TADIF)*  
The TADIF is currently set at \$40,487 per residential unit. Based on approval for the development of 85 units, the estimated TADIF for this project is \$3,441,395. The City has allowed deferred payment of the TASP fees on a limited basis for a handful of other projects, and in this case, the City concedes that deferral of the TADIF would help facilitate the development of a new 100% affordable housing project. This would be considered a financial incentive under the Density Bonus Law.
- Affordable Housing Impact Fee*  
A new development project with over ten residential units must either pay an Affordable Housing Impact Fee or construct affordable units on-site. The project provides 85 affordable rental units on-site and has fulfilled the requirements of the Affordable Housing Ordinance.
- Public Art Fee*  
Private residential developments of 20 or more new dwelling units are required to devote at least one-half of one percent of the Building Development Cost toward the purchase and installation of public art at the project site. As proposed, the Project would cost \$49,000,000 dollars in building development, which would require the applicant to either develop a public art piece valued at \$245,000 or pay that amount into the Public Art Fund. The Developer has requested to waive the Public Art Fee requirement, as permitted by Milpitas Municipal Code Section XI-10-14.03 (E). Staff supports the waiving of the Public Art Fee, because the savings would result in actual and identifiable cost savings, which are savings necessary to provide a 100% affordable housing development. The Developer proposes a Public Art installation but requests that the art piece not to exceed a value of \$10,000. A proposed public art piece is identified in the project plans.

### ***Summary of Concessions, Waivers, and Incentives***

Table 8 demonstrates the concessions, waivers, and incentives proposed for the Project.

**Table 8: Density Bonus – Concessions and Waivers**

| <b>Type of Modification</b> | <b>Standard</b> | <b>Applicant Request</b> | <b>Justification</b>                                                  | <b>Discretion</b>                                                 |
|-----------------------------|-----------------|--------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------|
| <i>Density Bonus</i>        | 60 du/ac        | 17 percent bonus         | Allows a larger number of affordable units to be developed (77 du/ac) | Allowed under the State Density Bonus Law. No discretion by City. |

| Type of Modification  | Standard                                                                         | Applicant Request                                                                                        | Justification                                                                                                                                   | Discretion                                                     |
|-----------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <i>Concession</i>     | Private open space required for each unit                                        | Provide private patio or balcony for ten of the 85 units.                                                | Project provides common open space, including a central courtyard, recreational amenities, and a landscaped paseo with outdoor seating.         | Allowed under State Density Bonus Law. No discretion by City.  |
| <i>Parking Waiver</i> | 122 spaces (1.44 spaces/unit)                                                    | 48 spaces (0.56 spaces/unit)                                                                             | Parking reduction to 48 parking spaces reduces overall project costs; proximity to Milpitas Transit Center reduces the need for a vehicle.      | Allowed under State Density Bonus Law. No discretion by City.  |
| <i>Waiver</i>         | 30-foot rear setback required for a portion of building above 60 feet in height. | Provide a 23-foot-10-inch rear setback                                                                   | The proposed building modular construction to reduce costs. Each module has a pre-determined length and width with no opportunity to customize. | Allowed under State Density Bonus Law. No discretion by City.  |
| <i>Waiver</i>         | Compact parking prohibited in the MXD3 Zoning District                           | Provide 16 compact parking spaces (33 percent of vehicle spaces in the parking garage are compact spaces | Compact spaces facilitate efficient parking and site design                                                                                     | Allowed under State Density Bonus Law. No discretion by City.  |
| <i>TASP Fee</i>       | Payment of TASP impact fees at issuance of Building Permit                       | Payment of TASP Fees deferred to issuance of Certificate of Occupancy                                    | Deferral of TASP fees will reduce costs by shifting interest from short-term construction loan to longer-term financing                         | TASP Impact Fee deferral at the discretion of the City Council |



| Type of Modification  | Standard                                                                                      | Applicant Request                                                                                    | Justification                                                                                   | Discretion                                               |
|-----------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <i>Public Art Fee</i> | Install public art on-site or pay in-lieu fee (½ of one percent of building development cost) | Waive Public Art requirement or allow on-site art installation of lesser value that ½ of one percent | Reduced contribution to public art will reduce overall costs of 100% affordable housing project | Public Art Fee waiver at the discretion of City Council. |

The proposed concessions and waivers would result in actual and identifiable cost savings to the developer, and these savings are necessary to achieve the level of affordability proposed. None of the concessions or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources, so the City has no justification to deny the requested concessions and waivers.

### ***Off-Site Improvements***

The TASP/MMSP calls for narrowing Sango Court and replacing the existing cul-de-sac with a local street that connects to Tarob Court. These future street improvements will require the installation of new curb and gutter for all properties with frontage on Sango Court. The City would bear a portion of the cost, with the remaining cost paid by property owners facing Sango Court. The following condition has been placed into the resolution:

- The Permittee shall pay an in-lieu fee equivalent to 50% of the construction costs of narrow Sango Court along their property frontage per the Transit Area Specific Plan (TASP) local street standard. This shall include, but not be limited to, all costs associated with the removal and/or modification of existing frontage improvements for the project site, the installation of roadway, sidewalk, decorative parking stalls, streetlights, street furniture, and landscaping to TASP standards, and the relocation of utilities and appurtenances. The in-lieu fee shall be based upon the project engineer's cost estimate subject to City Engineer's review and approval. Once the updated TASP (Milpitas Metro Plan) and associated Transit Area Development Impact Fee (TADIF) are approved by the City Council, including funding for a project to narrow Sango Court per TASP local street standards, the Permittee shall pay the revised TADIF instead of the in-lieu fee and will receive a credit towards their TADIF if the in-lieu fee for roadway narrowing was previously paid.

## **FINDINGS FOR APPROVAL OR DENIAL**

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A finding is a statement of fact relating to the information that the Planning Commission has considered in making a decision. Findings shall identify the rationale behind the decision to take a certain action.

### ***Site Development Permit (Section XI-10-57.03 (F))***

To approve the Site Development Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.03(F):

1. *The layout of the site and design of the proposed buildings, structures, and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

The Project's site layout and design are consistent with the Montague Corridor Subdistrict of the TASP/MMSP design standards and MXD3 development standards, as demonstrated and outlined in Tables 3, 4, and 5. Pursuant to the State Density Bonus Law, the applicant has requested waivers for project components that are not consistent with any of the standards.

2. *The project is consistent with the Milpitas Zoning Ordinance.*

The proposed Project is consistent with the Milpitas Zoning Ordinance, as demonstrated in Table 4. The proposed multi-family residential building is a permitted use in the MXD3 Very High-Density Mixed-Use Zoning District, and the project design conforms to the site and development standards of the MXD3 zone.

The Project also conforms to MMC Section XI-10-54.015 (Density Bonus for Affordable Housing Developments) and XI-10-57.05 (Density Bonus Permits). Where exceptions from the MXD3 standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). The requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

3. *The project is consistent with the Milpitas General Plan.*

The proposed Project is consistent with the Milpitas General Plan, as demonstrated and outlined in Table 2.

4. *The project is consistent with the Transit Area Specific Plan.*

The proposed Project is consistent with the applicable policies and design guidelines of the TASP/MMSP, as demonstrated and outlined in Tables 3 and 5. Where exceptions from TASP/MMSP development standards are needed, the applicant has requested concessions and waivers pursuant to the State Density Bonus Law (Gov. Code § 65915 et seq.). Approval of the requested concessions and waivers will support the development of affordable housing on a site where it would not otherwise be possible through a strict application of the specified standard.

***Density Bonus (Section XI-10.54.15(D)(F))***

The City must grant the requested incentives/concessions unless the City can make either of the following findings in writing and based on substantial evidence:

- a. The concession is not required in order to provide for affordable housing costs as defined in State Health and Safety Section 50052.2 or for rents for the affordable units pursuant to Section XI-10-54.15(D)(5), Standards, of Chapter 10 (Zoning) of the Milpitas Municipal Code.*
- b. The concession would have a specific adverse impact as defined in State Government Code Section 65589.5(d) (2) upon the public health and safety or the physical environment, or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.*

According to MMC Section XI-10.54.15(F)(6), the City must grant waivers of development standards if the applicant demonstrates the waiver is necessary to make the affordable housing units economically feasible and can only deny such waiver request unless the City makes the above findings, specified in MMC Section XI-10.54.15(F)(3).

If the City cannot make the findings to deny, the proposed incentives/concessions must be granted, based on the requirements of the City's Municipal Code and California Government Code Sections 65915.

The proposed concessions and waivers would result in actual and identifiable cost savings, and these savings are necessary to provide the level of affordability proposed. None of the concessions or waivers would result in any specific, adverse impacts to public health, safety, the physical environment, or historical resources, so the City has no justification to deny the requested concessions and waivers.

**ENVIRONMENTAL REVIEW**

The City conducted an environmental assessment (in the form of a memorandum, dated June 7, 2021) for the proposed Project in accordance with the California Environmental Quality Act (CEQA). The memorandum supports the finding that the proposed 308 Sango Court Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15194 (Affordable Housing) as the Project scope is consistent with CEQA Guidelines Section 15192 (Threshold Requirements for Exemptions For Agricultural Housing, Affordable Housing, and Residential Infill Projects) necessary to qualify for such an exception.

On a separate and independent basis, the project is exempt from further environmental review under CEQA pursuant to CEQA Guidelines Section 15168(c) (Program EIR). The memorandum acknowledging the entitlements and consistency with CEQA Guidelines Section 15194 is attached as Exhibit A of the resolution.

## **PUBLIC COMMENT/OUTREACH**

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Staff provided public notice of the application in accordance with City and State public noticing requirements. At the time of publishing this report, there have been no public comments received. A notice was published in the Milpitas Post on June 11, 2021. In addition, notices were sent to all owners and occupants within 300 feet of the project site. A public notice was also posted at the project site, on the City's Website, [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov), and City Hall.

## **RECOMMENDATION**

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STAFF RECOMMEND THAT the Planning Commission:

1. Open and Close the Public Hearing;
2. Consider the exemptions in accordance with CEQA; and
3. Adopt Resolution No. 21-014 recommending to the City Council approval of Site Development Permit SD19-0014, Density Bonus Permit DB19-0001, Tree Removal Permit TR19-0029, and Environmental Assessment (EA19-0007), subject to findings and Conditions of Approval.

## **ATTACHMENTS**

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A: Resolution 21-014 with Conditions of Approval and CEQA Memoreandum/Addendum

B: Project Plans

C: Applicant Letter Requesting Concessions and Waivers Under the State Density Bonus Law (to be provided prior to the 6/23/21 Planning Commission Meeting)



# CITY OF MILPITAS

## Planning Commission

### SPECIAL MEETING MINUTES

6:00 PM

Wednesday, June 30, 2021

via Teleconference (Virtual Meeting)

#### CALL TO ORDER

Chair Tao called the meeting to order at 6:00 PM. Recording Secretary Elizabeth Medina called the roll.

#### PLEDGE OF ALLEGIANCE

Commissioner Belong led the pledge of allegiance.

#### ROLL CALL

**PRESENT:** Chair Tao, Vice Chair Chuan, Commissioner Albana, Alcorn, Belong, Galang, Ciardella (tardy)

**ABSENT:** None.

**STAFF:** Ned Thomas, Jessica Garner, Martin de los Angeles, Rozalynne Thompson, Michael Fossati, Bill Tott, Sharon Goei, Albert Zamora, Steve Chan, Jaime Garcia, Elizabeth Medina

#### CONFLICT OF INTEREST DECLARATION

City Attorney Martin de los Angeles asked if any member of the Commission had any personal or financial conflict of interest related to any of the items on the agenda. Chair Tao stated he although he represented the property owner at 380 Montague Expressway, Ark Baptist Church in a real estate transaction in 2010, he *does not* have any personal, financial interest or conflict of interest in making a decision on Public Hearing IX-2.

#### APPROVAL OF THE MEETING AGENDA

By motion, approve the special meeting agenda for June 30, 2021.

Motion/Second Vice Chair Chuan/Commissioner Galang  
Motion carried by a vote of AYES: 7 NOES: 0

#### APPROVAL OF MINUTES

By motion, approve the meeting minutes for June 9, 2021; *with a correction to the word sprinkle to sprinkler.*

Motion/Second Commissioner Ciardella/Commissioner Belong  
Motion carried by a vote of AYES: 7 NOES: 0

#### ANNOUNCEMENTS

Planning Director Ned Thomas shared:

- No City Council or Commission meetings in July
- City employees will return to office on August 2<sup>nd</sup>
- City Council planning to hold their first hybrid special meeting on August 5<sup>th</sup> (in chamber and virtual)
- National Night Out is Tuesday, August 3<sup>rd</sup>
- Today is the last day of work for Planning Manager, Jessica Garner

## PUBLIC FORUM

Chair Tao invited members of the public to address the commission and there were none.

## PUBLIC HEARING

### **IX-1 Zoning Text Amendment – Accessory Dwelling Units – P-ZA21-0003:**

A City-initiated Zoning Ordinance Text Amendment to modify the regulations for accessory dwelling units (ADUs) within the City of Milpitas. The proposed amendment will modify the City's ADU regulations to comply with Government Code Sections 65852.2 and 65852.22. The proposed amendment is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15282(h) (ordinance regarding second units in a single-family or multifamily residential zone)). Project Planner: Rozalynne Thompson, (408) 586-3278, [rthompson@ci.milpitas.ca.gov](mailto:rthompson@ci.milpitas.ca.gov)

*\*Continued from June 23, 2021 Planning Commission meeting.*

Project Planner Rozalynne Thompson and City staff [Bill Tott/Building Official, Sharon Goei/Building and Housing Director, Albert Zamora/Deputy Fire Chief, and Jaime Garcia/Assistant Fire Marshal] addressed commissioners' clarifying questions in regard to 20 foot containers being legally considered as an ADU, parking requirement changes for ADUs vs JADUs, bedroom limitations, building code occupancy limitations, exemption from environmental analysis, state law's guidance with ADU law, compliance of utility requirements, if this amendment expedites process for residents wanting building ADUs, HUD housing requirements, and fire safety for ADUs.

Chair Tao invited members of the public to address the commission and there were none.

Motion to close the Public Forum.

Motion/Second Commissioner Ciardella/Commissioner Alcorn

Motion carried by a vote of AYES: 7 NOES: 0

**Recommendation:** Staff recommends that the Planning Commission adopt resolution No. 21-010 recommending that the City Council adopt the proposed amendment to modify the regulations for ADUs within the City of Milpitas.

Motion/Second Vice Chair Chuan/Commissioner Alcorn

Motion carried by a vote of AYES: 6 NOES: 1 (Tao)

### **IX-2 NEW MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT – 308 SANGO CT. – SD19-0014, DB19-0001, TR19-0029, and EA19-0007:**

A Site Development Permit, Density Bonus Permit, and Environmental Assessment to allow the demolition of an existing industrial building, removal of three protected trees, and development of a six-story, multi-family residential building with up to 85 below-market-rate dwelling units, a ground-floor parking garage with 48 vehicle spaces, and 20,788 square feet of landscaped public and private open space, on a 1.11-acre parcel located at 308 Sango Court in the Transit Area Specific Plan (TASP) planning area. This project is categorically exempt from further environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15194 (Affordable Housing Exemption) and as a separate and independent basis, CEQA Guidelines Section 15195 (Residential Infill Exemption) and Section 15168 (c) (Program EIR). Project Planner: Michael Fossati, (408) 586-3274, [mfossati@ci.milpitas.ca.gov](mailto:mfossati@ci.milpitas.ca.gov)

*\*Continued from June 23, 2021 Planning Commission meeting.*

Project Planner Michael Fossati, City staff [Bill Tott/Building Official, Sharon Goei/Building and Housing Director, Albert Zamora/Deputy Fire Chief, Jaime Garcia/Assistant Fire Marshal, and Traffic and Transpiration Manager/Steve Chan], and applicant's team [Mike Kelley/Pacific West Communities, Luis Santiago/RJA, Michael Heinrich/AO Architects, Alan Parini/AO Architects] addressed commissioners' clarifying questions in regard to the project receiving public funding/financing, the deferral of payment timing of TASP fees, tree removal and replacement, building standards for affordable housing, current inventory of affordable housing units in Milpitas, parking management concerns, setback concerns, duration of the building out, modular building units, units and parking requirements for project at 355 Sango Court, current comparable projects with a reduced parking component, being solely used for rental units, ingress and egress for crane when moving modular units, transportation management plan of modular units, allocation of units (60% to households/individuals with AMI from 40-60%; 40% to moderate income [80% to 120% AMI] households/individuals), bike lockers location, access control for building, roof plan, street parking availability on Sango Court, goals and visions of developments in Transit Area neighborhoods, current RHNA cycle goal is 3,290 [low income 570; very low income 1,004]/next RHNA cycle is 6,713, parking concessions for affordable housing developments, and TASP standard public art fee requirement.

Chair Tao invited members of the public to address the commission. The following resident(s) commented: Joseph Sun, Esther Hsieh, Doug Chessire, and Urvishkumar Mehta.

Motion to close the Public Forum.

Motion/Second Commissioner Alcorn/Commissioner Belong  
Motion carried by a vote of AYES: 7 NOES: 0

**Recommendation:** Staff recommends that the Planning Commission receive the project presentation, open and close the public hearing, and adopt Resolution 21-014 recommending the City Council approve a Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit TR19-0029, and Environmental Assessment No. EA19-0007 to allow the demolition of an existing industrial building, removal of three protected trees, and development of a six-story, multi-family apartment building consisting of up to 85 below-market-rate residential units, a ground-floor parking garage with 48 vehicle spaces, and 20,788 square feet of public and private open space, subject to the Conditions of Approval.

Motion to vote/Second Commissioner Belong/Commissioner Alcorn  
Motion carried by a vote of  
AYES: 3 NOES: 2 (Ciardella/Chuan) ABSTAIN: 2 (Albana/Belong)

## NEW BUSINESS

None.

## ADJOURNMENT

Chair Tao adjourned the meeting at 9:15 pm

Motion/Second Commissioner Belong/Commissioner Ciardella  
Motion carried by a vote of AYES: 7 NOES: 0

Meeting Minutes submitted by  
Planning Commission Secretary Elizabeth Medina



SHEET INDEX

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| SPD-01 | EXISTING CONDITIONS PLAN                  |
| SPD-02 | PRELIMINARY DEMOLITION PLAN               |
| SPD-03 | PRELIMINARY GRADING AND DRAINAGE PLAN     |
| SPD-04 | PRELIMINARY UTILITY PLAN                  |
| SPD-05 | PRELIMINARY STORM WATER CONTROL PLAN      |
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| LD2.2  | LIGHTING ELEVATIONS - EAST                |
| LD2.3  | LIGHTING ELEVATIONS - WEST                |
| LD3.1  | LIGHTING SPECIFICATIONS                   |
| LD3.2  | LIGHTING SPECIFICATIONS                   |
| LD4.1  | GROUND LEVEL SITE PHOTOMETRIC CALCULATION |
| LD4.2  | PODIUM LEVEL SITE PHOTOMETRIC CALCULATION |



Project Team

DEVELOPER:  
PACIFIC WEST COMMUNITIES, INC.  
520 CAPITOL MALL, STE 150  
SACRAMENTO, CA 95814  
(916) 834-5986  
Contact: MIKE KELLEY

ARCHIECTS  
AO ARCHITECTS  
144 N. Orange Street  
Orange, CA 92866  
(714) 639-9860  
Contact: MICHAEL HEINRICH

LANDSCAPE ARCHITECT  
THOMAS H. PHELPS LANDSCAPE  
ARCHITECTURE  
CHICO, CA 95927-8328  
(530) 892-8897  
Contact: THOMAS PHELPS

CIVIL ENGINEER  
RUGGERI-JENSEN-AZAR  
8055 CAMINO ARROYO  
GILROY, CA 95020  
(408) 848-0300  
Contact: LUIS SANTIAGO

PROJECT SUMMARY  
ADDRESS:  
308 SANGO COURT, MILPITAS, CALIFORNIA 95035  
ASSESSOR'S PARCEL NUMBER: 8636036  
ZONING:  
BOULEVARD VERY HIGH DENSITY MIXED USE (BVMU)  
VERY HIGH DENSITY MIXED USE (MXD3)  
TRANSIT ORIENTED DEVELOPMENT OVERLAY  
TRANSIT AREA SPECIFIC PLAN  
GROSS SITE AREA: 1.112+ ACRES  
MULTI-FAMILY DWELLING UNITS: 85 DU  
DENSITY: 78 DU/AC  
APARTMENT SQ. FT.: 105,785 GSF  
CONSTRUCTION TYPE: TYPE IIIA  
OCCUPANCY GROUP: GROUP R2  
PARKING GARAGE SQ. FT: 18,008 GSF  
CONSTRUCTION TYPE: TYPE IA  
OCCUPANCY TYPE: GROUP S2

| REVISION LOG |                             |            |
|--------------|-----------------------------|------------|
| NO.          | DESCRIPTION                 | DATE       |
| 1            | PRE-APPLICATION SUBMITTAL   | 03-20-2019 |
| 2            | 1ST CITY PLANNING SUBMITTAL | 11-05-2019 |
| 3            | 2ND CITY PLANNING SUBMITTAL | 04-24-2020 |
| 4            | 3RD CITY PLANNING SUBMITTAL | 08-07-2020 |
| 5            | 4TH CITY PLANNING SUBMITTAL | 01-15-2021 |
| 6            | 5TH CITY PLANNING SUBMITTAL | 03-15-2021 |

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mfossati , 6/14/2021 ,10:05:44 AM

COVER SHEET/ INDEX

G1.0

308 SANGO COURT AFFORDABLE MILPITAS, CALIFORNIA

THE PACIFIC COMPANIES  
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 05-05-21  
JOB NO.: 2018-042

AO ARCHITECTS  
144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860

AO  
Architecture.  
Design.  
Relationships.



PROJECT SUMMARY

5 STORY TYPE IIIA OVER 1 LEVEL PODIUM ON GRADE TYPE 1A PARKING GARAGE

|                                           |                |             |
|-------------------------------------------|----------------|-------------|
| SITE AREA (GROSS)                         | 48,452.2 SQ FT | 1.112 ACRES |
| DENSITY                                   |                | 76.4 DU/AC  |
| TOTAL BLDG FOOTPRINT INCLUDING PKG GARAGE | 22,635 SQ FT   |             |
| BUILDING HEIGHT                           | 77 FT          |             |
| NUMBER OF DWELLING UNITS                  | 85 UNITS       |             |
| NUMBER OF PARKING SPACES                  | 48 SPACES      |             |

RESIDENTIAL UNIT SUMMARY\*

| UNIT       | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 | LEVEL 5 | LEVEL 6 | TOTAL | %    |
|------------|---------|---------|---------|---------|---------|---------|-------|------|
| A1         | 0       | 5       | 5       | 5       | 5       | 5       | 25    | 29%  |
| A2         | 0       | 2       | 2       | 2       | 2       | 2       | 10    | 12%  |
| 1 BR TOTAL | 0       | 7       | 7       | 7       | 7       | 7       | 35    | 41%  |
| B1         | 0       | 1       | 1       | 1       | 1       | 1       | 5     | 6%   |
| B1A        | 0       | 1       | 1       | 1       | 1       | 1       | 5     | 6%   |
| B3         | 0       | 4       | 3       | 3       | 3       | 3       | 16    | 19%  |
| B4         | 0       | 1       | 0       | 0       | 0       | 0       | 1     | 1%   |
| 2BR TOTAL  | 0       | 7       | 5       | 5       | 5       | 5       | 27    | 32%  |
| C1         | 0       | 2       | 3       | 3       | 3       | 3       | 14    | 16%  |
| C3         | 0       | 1       | 2       | 2       | 2       | 2       | 9     | 11%  |
| 3BR TOTAL  | 0       | 3       | 5       | 5       | 5       | 5       | 23    | 27%  |
| TOTAL**    | 0       | 17      | 17      | 17      | 17      | 17      | 85    | 100% |

\*20% OF UNITS RESERVED FOR VERY LOW INCOME (VLI) TENNANTS = 31-50% AMI

\*80% OF UNITS RESERVED FOR LOW INCOME (LI) TENNANTS = 51-80% AMI

\*\*TOTAL INCLUDES 1 MANAGER'S UNIT

RESIDENTIAL NSRF\* SUMMARY

| UNIT  | AREA S.F. | QTY | TOTAL NRSF | AVG. S.F. |
|-------|-----------|-----|------------|-----------|
| A1    | 563       | 25  | 14,075     | 578       |
| A2    | 617       | 10  | 6,170      |           |
| B1    | 739       | 5   | 3,695      | 741       |
| B1A   | 768       | 5   | 3,840      |           |
| B3    | 723       | 16  | 11,568     |           |
| B4    | 896       | 1   | 896        |           |
| C1    | 1,073     | 14  | 15,022     | 653       |
| C3    | 1,010     | 9   | 9,090      |           |
| TOTAL |           | 85  | 64,356     | 757       |

\*NRSF = NET RENTABLE SQUARE FOOTAGE

TRASH SUMMARY

| SOLID WASTE CALCUALTIONS |     | CU.FT./ WEEK | TOTAL | CU. YD. | COMPACTI ON RATIO | TOTAL COMPACTED      | 2 CU. YD. BINS REQ'D | PICKUPS PER WEEK |
|--------------------------|-----|--------------|-------|---------|-------------------|----------------------|----------------------|------------------|
| UNITS                    | 85  |              |       |         |                   |                      |                      |                  |
|                          | 4.3 | 365.5        | 13.5  | 3       | 4.5               | 2                    | 1                    |                  |
| RECYCLING CALCULATIONS   |     | LBS/WK/UNIT  | TOTAL | CU. YD. | TOTAL UNCOMPACTED | 3 CU. YD. BINS REQ'D | PICKUPS PER WEEK     |                  |
| UNITS                    | 85  |              |       |         |                   |                      |                      |                  |
|                          | 7   | 595          | 45    | 13.2    | 4                 | 1                    |                      |                  |

ALLOWABLE BUILDING AREA PER CBC SEC. 506

| BUILDING USE       | GROUP OCCUP. | CONST. TYPE | ALLOWABLE BLDG. AREA |             | ALLOWED AREA PER SECTION |
|--------------------|--------------|-------------|----------------------|-------------|--------------------------|
|                    |              |             | TABLE 506.2          | SEC 506.2.3 |                          |
| PARKING AREA       | S-2          | I-A         | UL                   | -           | UL                       |
| LEASING OFFICE     | B            |             |                      |             |                          |
| LOUNGE & FITNESS + | A3           |             |                      |             |                          |
| RESIDENTIAL        | R-2          | III-A       | 24,000               | X2          | 48,000                   |

| BUILDING USE          | GROUP OCCUP. | CONST. TYPE | ALLOWED AREA PER SECTION | PROVIDED AREA PER SECTION | PROVIDED AREA PER FLOOR |
|-----------------------|--------------|-------------|--------------------------|---------------------------|-------------------------|
| PARKING AREA          | S-2          | I-A         | UL                       | 18,036                    | 21,572                  |
| LEASING OFFICE        | B            |             |                          | 1,473                     |                         |
| LOUNGE & FITNESS +    | A3           |             |                          | 2,063                     |                         |
| RESIDENTIAL SECTION 1 | R-2          | III-A       | 48,000                   | 38,495                    | 7,699                   |
| RESIDENTIAL SECTION 2 |              |             | 48,000                   | 45,610                    | 9,122                   |

BUILDING HEIGHT SUMMARY

| BUILDING USE     | GROUP OCCUP. | CONST. TYPE | ALLOWABLE HEIGHT | PROVIDED HEIGHT | ALLOWABLE STORIES | PROVIDED STORIES |
|------------------|--------------|-------------|------------------|-----------------|-------------------|------------------|
| PARKING AREA     | S-2          | I-A         | UL               | 13'             | UL                | 1                |
| LEASING OFFICE   | B            |             |                  | 13'             |                   | 1                |
| LOUNGE & FITNESS | A3           |             |                  | 13'             |                   | 1                |
| RESIDENTIAL      | R-2          | III-A       | 85'              | 77'             | 5                 | 5                |

RESIDENTIAL PARKING SUMMARY

PARKING REQUIRED

85 UNITS @ 0.5 STALLS = 43 STALLS REQUIRED\*

\*INCLUDES 11A & 11B RESIDENT, GUEST, & LEASING AS FOLLOWS:

11A STALLS REQUIRED:

|    |                              |
|----|------------------------------|
| 32 | RESIDENT STALLS              |
| 1  | VAN STALL (2%)               |
| 3  | RESIDENT EV STALLS (10%)     |
| 1  | EV VAN STALL                 |
| 1  | LEASING STALL (1 / 1,000 SF) |
| 38 | TOTAL STALLS                 |

11B STALLS REQUIRED:

|   |                             |
|---|-----------------------------|
| 3 | RESIDENT STALLS             |
| 1 | VAN STALL (TABLE 11B-208.2) |
| 1 | EV VAN STALL (10%)          |
| 5 | TOTAL STALLS                |

PARKING PROVIDED

11A STALLS PROVIDED:

|    |                       |
|----|-----------------------|
| 17 | FUTURE EV STALLS      |
| 12 | COMPACT STALLS        |
| 1  | VAN STALL             |
| 8  | RESIDENT EV STALLS    |
| 1  | EV VAN STALL          |
| 1  | LEASING STALL         |
| 2  | PARALLEL GUEST STALLS |
| 42 | TOTAL STALLS          |

11B STALLS PROVIDED:

|   |                |
|---|----------------|
| 3 | COMPACT STALLS |
| 1 | VAN ADA STALL  |
| 1 | EV VAN STALL   |
| 5 | TOTAL STALLS   |

+1 ASSIGNED USPS STALL = 48 STALLS PROVIDED

BIKE PARKING

|                                      |    |
|--------------------------------------|----|
| LONG TERM RQUIRED: 1 SPACE / 4 UNITS | 21 |
| LONG TERM PROVIDED:                  | 30 |
| SHORT TERM REQUIRED: 5%              | 1  |
| SHORT TERM PROVIDED:                 | 4  |

OPEN SPACE SUMMARY

| OPEN SPACE REQUIRED                    | S.F.   |
|----------------------------------------|--------|
| SITE AREA:                             | 48,439 |
| 25% O" SITE AREA REQ'D FOR OPEN SPACE: | 12,110 |

| OPEN SPACE PROVIDED | %                 | S.F.   |
|---------------------|-------------------|--------|
| SITE AREA           | SIDE & REAR YARDS | 59%    |
|                     | PUBLIC PLAZA*     | 5%     |
| COURTYARD           |                   | 23%    |
| LOUNGE              |                   | 4%     |
| FITNESS             |                   | 3%     |
| PRIVATE BALCONIES   |                   | 6%     |
| TOTAL PROVIDED      | 100%              | 20,788 |

\*THE PUBLIC PLAZA IS THE ONLY OPEN SPACE AVAILABLE TO THE GENERAL PUBLIC

PRIVATE OPEN SPACE SUMMARY

| UNIT  | BALC. S.F. | #OF UNITS W/ BALCONY | TOTAL S.F. |
|-------|------------|----------------------|------------|
| A1    | 130        | 5                    | 650        |
| A2    | 117        | 2                    | 234        |
| B1    | 135        | 2                    | 270        |
| B1A   | 51         | 1                    | 51         |
| B3    | 0          | 0                    | 0          |
| B4    | 0          | 0                    | 0          |
| C1    | 0          | 0                    | 0          |
| C3    | 0          | 0                    | 0          |
| TOTAL |            | 10                   | 1,205      |

PROJECT SUMMARY

G1.1

308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 05-05-21

JOB NO.: 2018-042

AO ARCHITECTS

144 NORTH ORANGE ST., ORANGE, CA 92866

(714) 639-9860







**AERIAL VIEW LOOKING NORTHEAST**



**AERIAL VIEW LOOKING NORTHWEST**



**AERIAL VIEW LOOKING SOUTHWEST**



**AERIAL VIEW LOOKING SOUTHEAST**

AERIAL CONTEXT

**G1.2**

**308 SANGO COURT AFFORDABLE**

MILPITAS, CALIFORNIA



**THE PACIFIC COMPANIES**

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

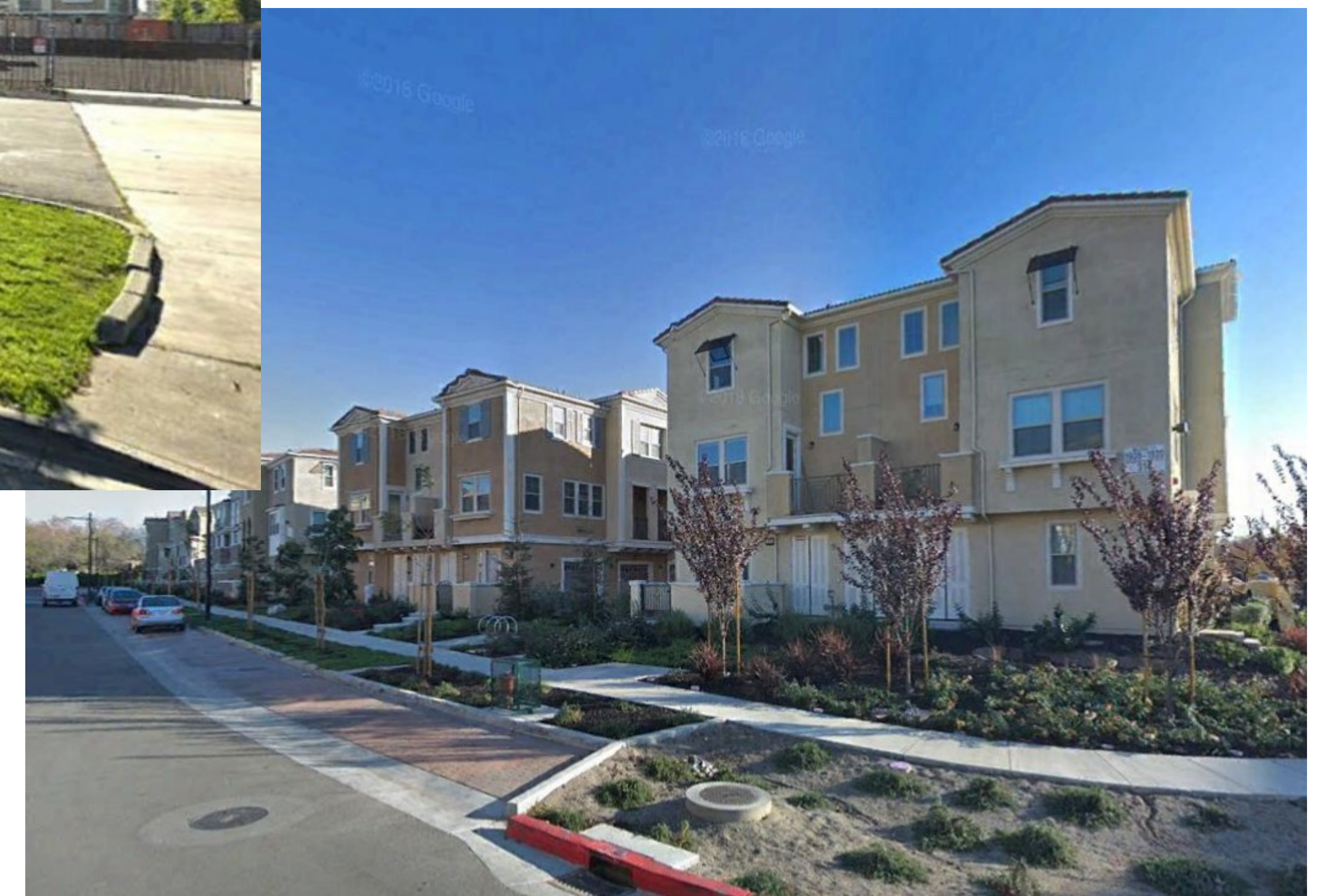
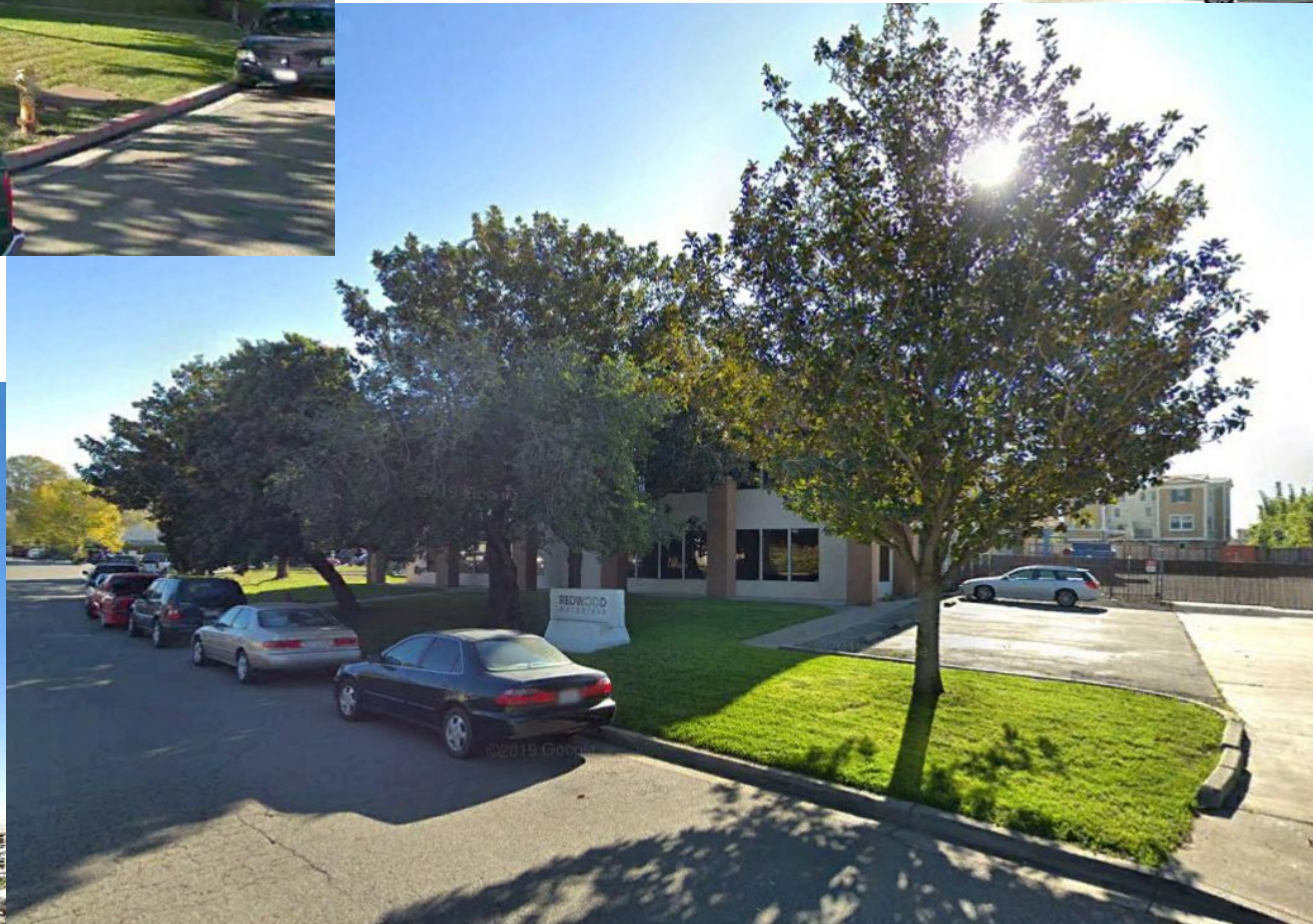
DATE: 05-05-21  
JOB NO.: 2018-042

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NEIGHBORHOOD CONTEXT STREET VIEWS

G1.3

# 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 05-05-21  
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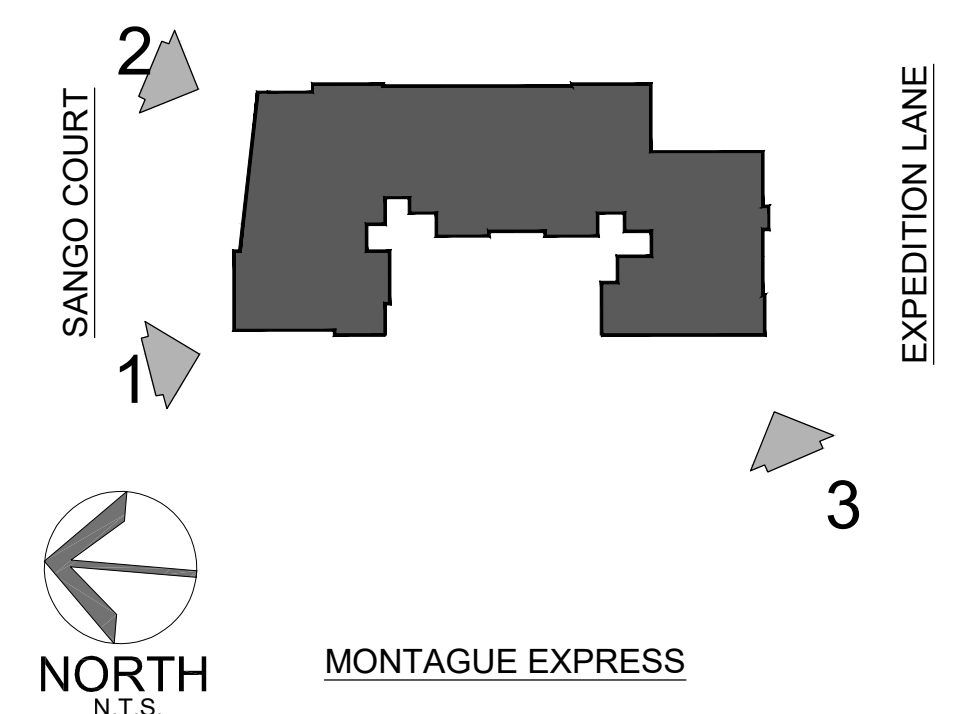






PESPECTIVE LOOKING EAST

#### KEY MAP



## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

PESPECTIVES

A1.0

DATE: 05-05-21  
JOB NO.: 2018-042

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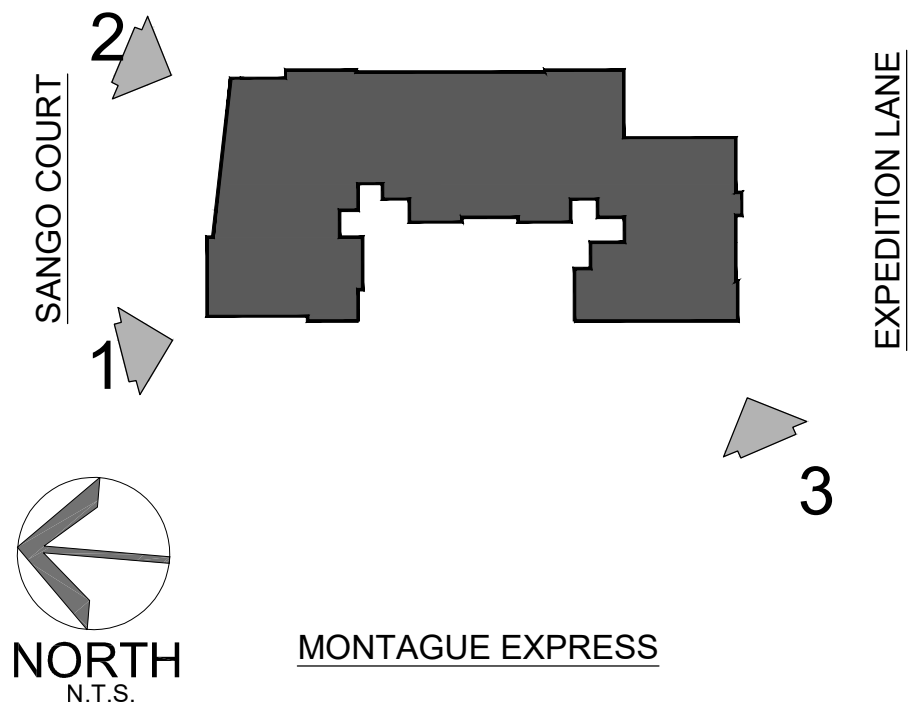






PESPECTIVE LOOKING SOUTH

KEY MAP



PESPECTIVES

A1.1

308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES  
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

DATE: 05-05-21  
JOB NO.: 2018-042

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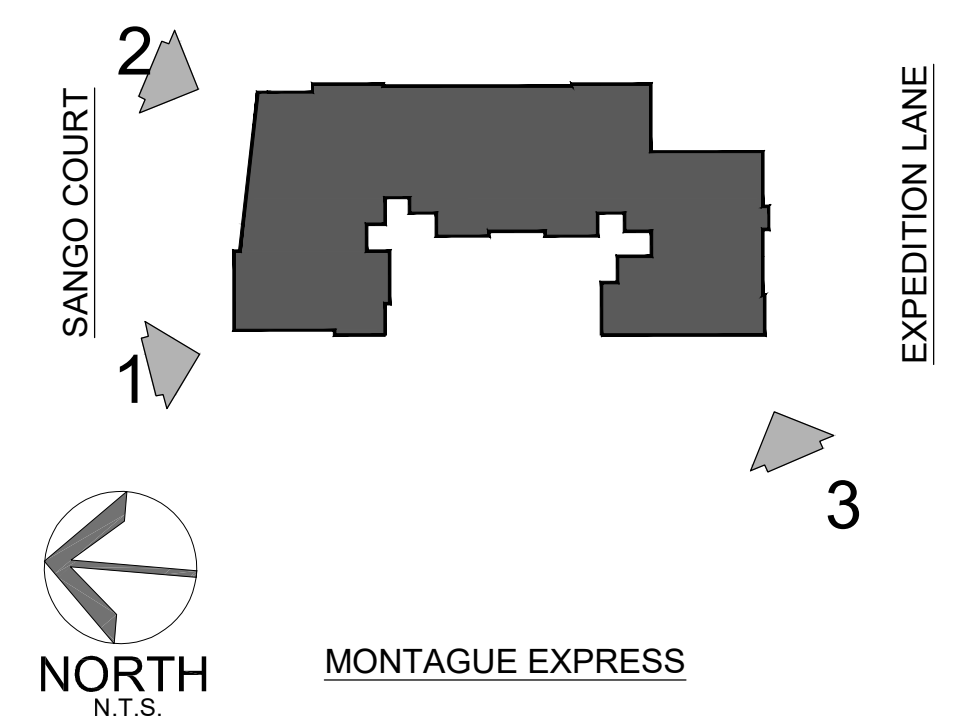






PESPECTIVE LOOKING NORTHEAST

#### KEY MAP



## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

PESPECTIVES

A1.2

DATE: 05-05-21  
JOB NO.: 2018-042

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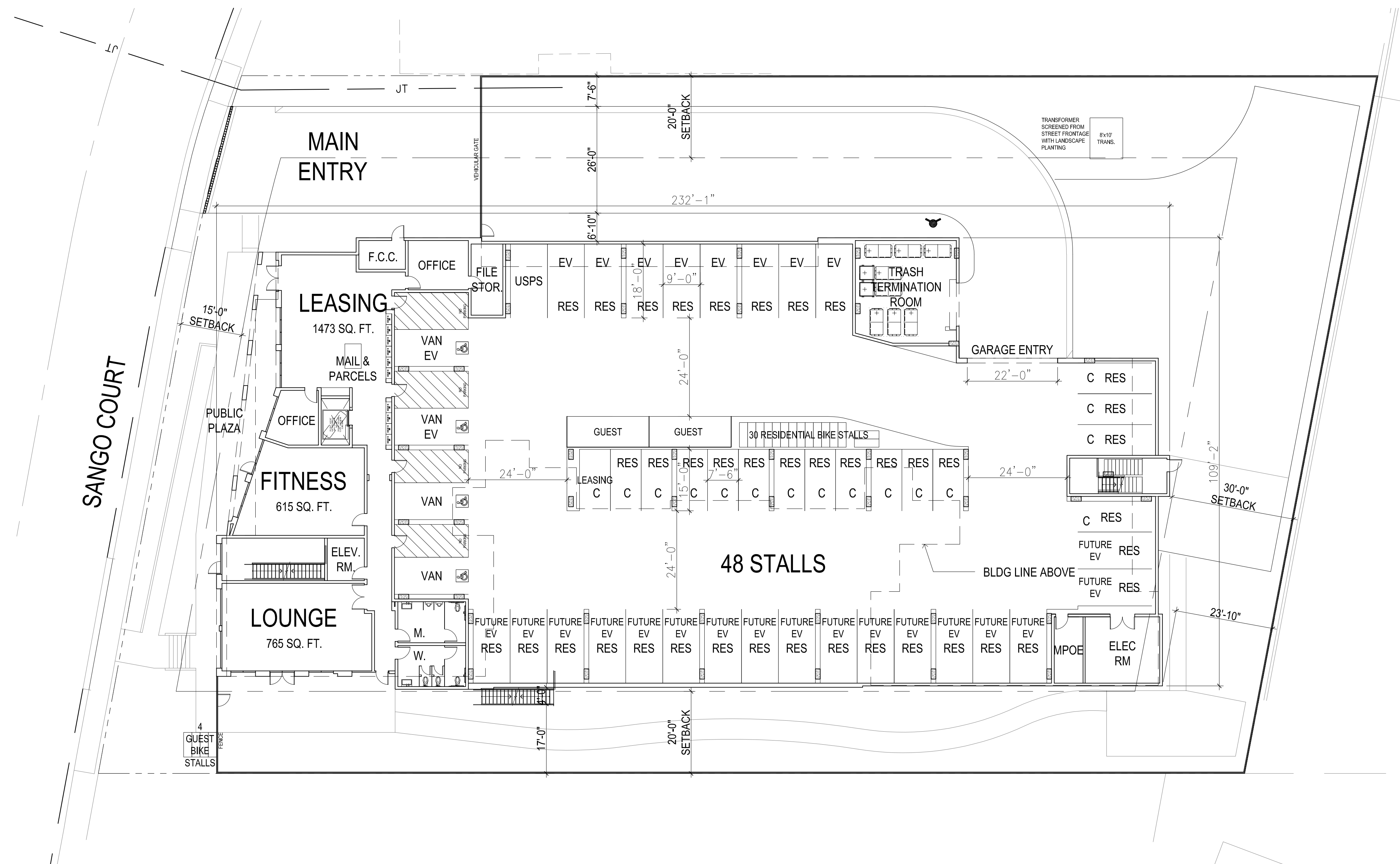




SITE AREA: 1.112 ACRES  
TOTAL UNITS: 85 DU  
DENSITY: 76 DU/AC

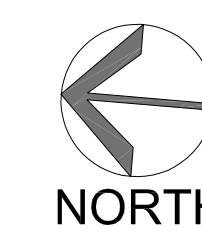
MULTI-FAMILY RESIDENTIAL  
5-STORY OVER 1 LEVEL GARAGE

PARKING REQ'D: 43 SPACES  
PARKING PROV: 48 SPACES



NOTES:

1. The site includes 30 residential bike parking spaces inside the parking structure.
2. The site includes 4 on-street guest bike parking spaces.
3. See Exhibit 0 for bike rack detail.
4. The residential, EV, guest, and leasing parking is identified on the site plan.
5. Fire Command Center is located next to the Leasing Center.
6. Fire Department Cache rooms are located adjacent to both stairwells on every level.



## GROUND LEVEL SITE PLAN

## A1.3

## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



## THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

1/16"=1'-0" 0 8' 16' 32' 48'

DATE: 05-05-21  
JOB NO.: 2018-042

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144 NORTH ORANGE ST., ORANGE, CA 92866  
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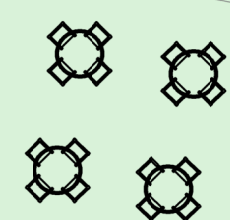


MAIN ENTRY

PUBLIC PLAZA  
1033 SQ. FT.

SIDE & REAR YARDS  
12338 SQ. FT.

TRANSFORMER  
SCREENED FROM  
STREET FRONTAGE  
WITH LANDSCAPE  
PLANTING



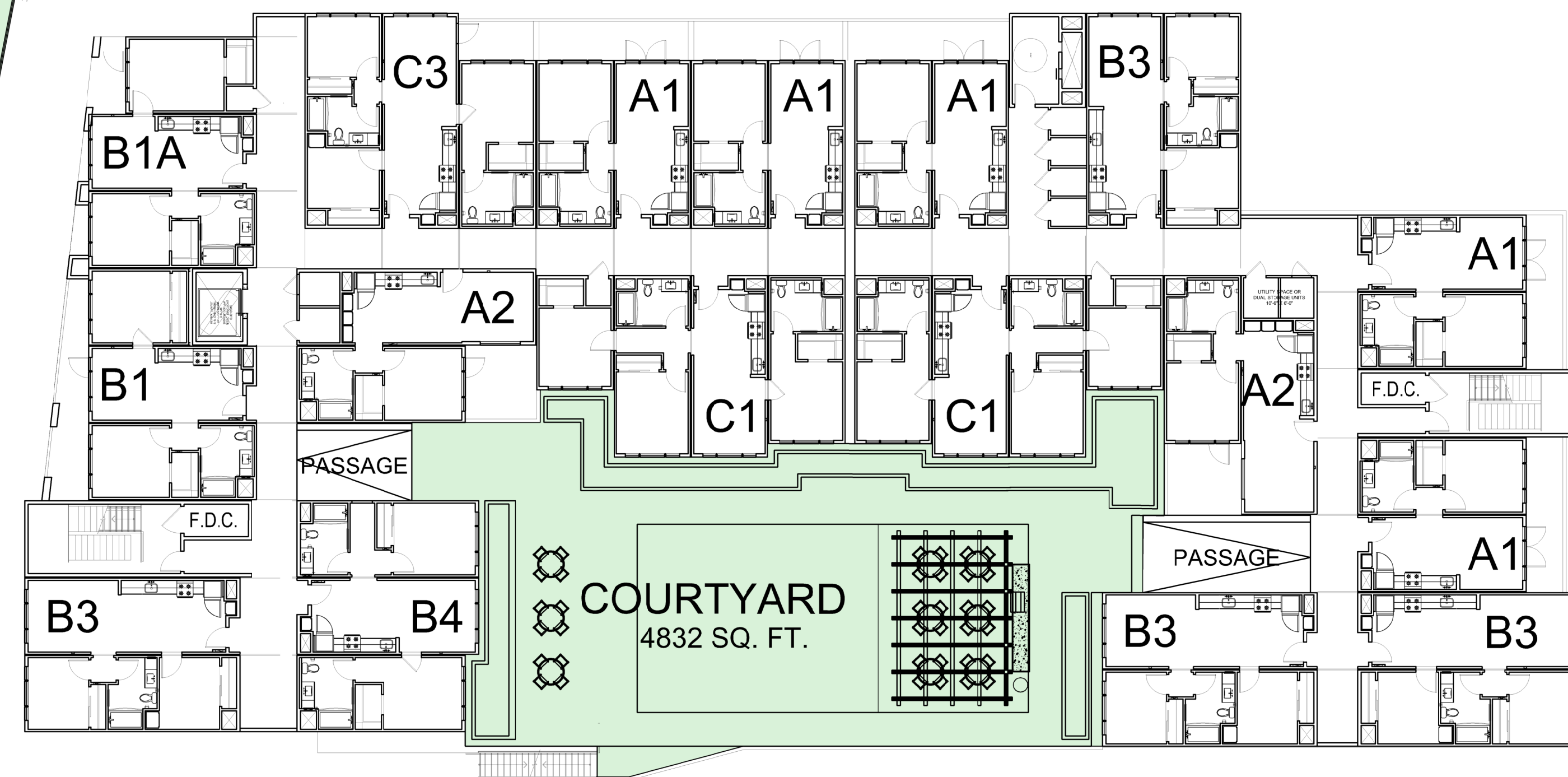
GROUND LEVEL

### OPEN SPACE SUMMARY

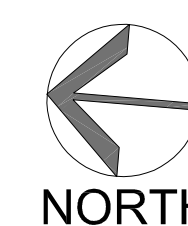
| OPEN SPACE REQUIRED                    |  | S.F.   |
|----------------------------------------|--|--------|
| SITE AREA:                             |  | 48,439 |
| 25% OF SITE AREA REQ'D FOR OPEN SPACE: |  | 12,110 |

| OPEN SPACE PROVIDED |                   | %    | S.F.   |
|---------------------|-------------------|------|--------|
| SITE AREA           | SIDE & REAR YARDS | 59%  | 12,338 |
|                     | PUBLIC PLAZA*     | 5%   | 1,033  |
| COURTYARD           |                   | 23%  | 4,832  |
| LOUNGE              |                   | 4%   | 765    |
| FITNESS             |                   | 3%   | 615    |
| PRIVATE BALCONIES   |                   | 6%   | 1,205  |
| TOTAL PROVIDED      |                   | 100% | 20,788 |

\*THE PUBLIC PLAZA IS THE ONLY OPEN SPACE AVAILABLE TO THE GENERAL PUBLIC



LEVEL 2



NORTH

1/16"=1'-0" 0 8' 16' 32' 48'

OPEN SPACE PLAN

A1.4

308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

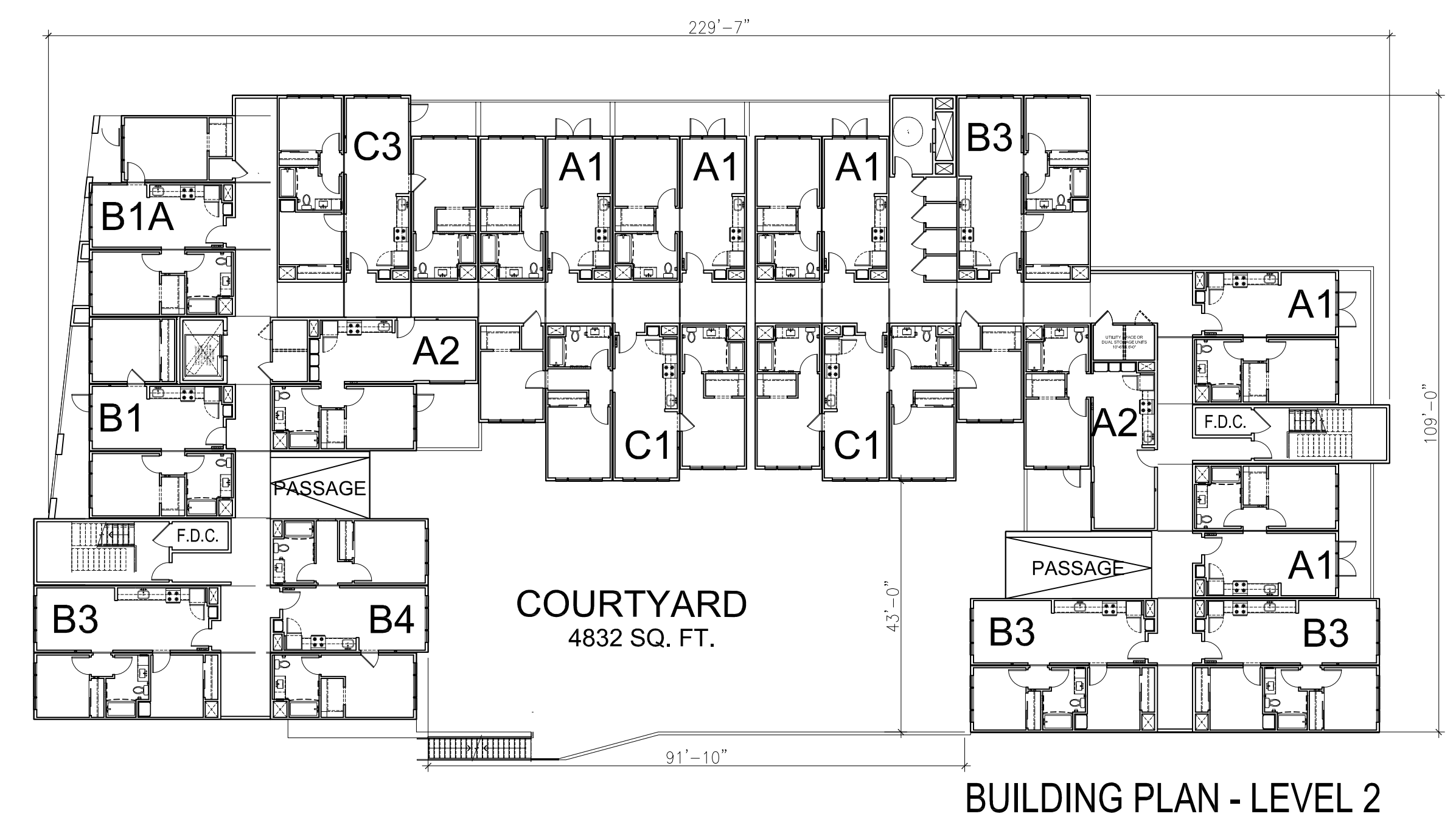
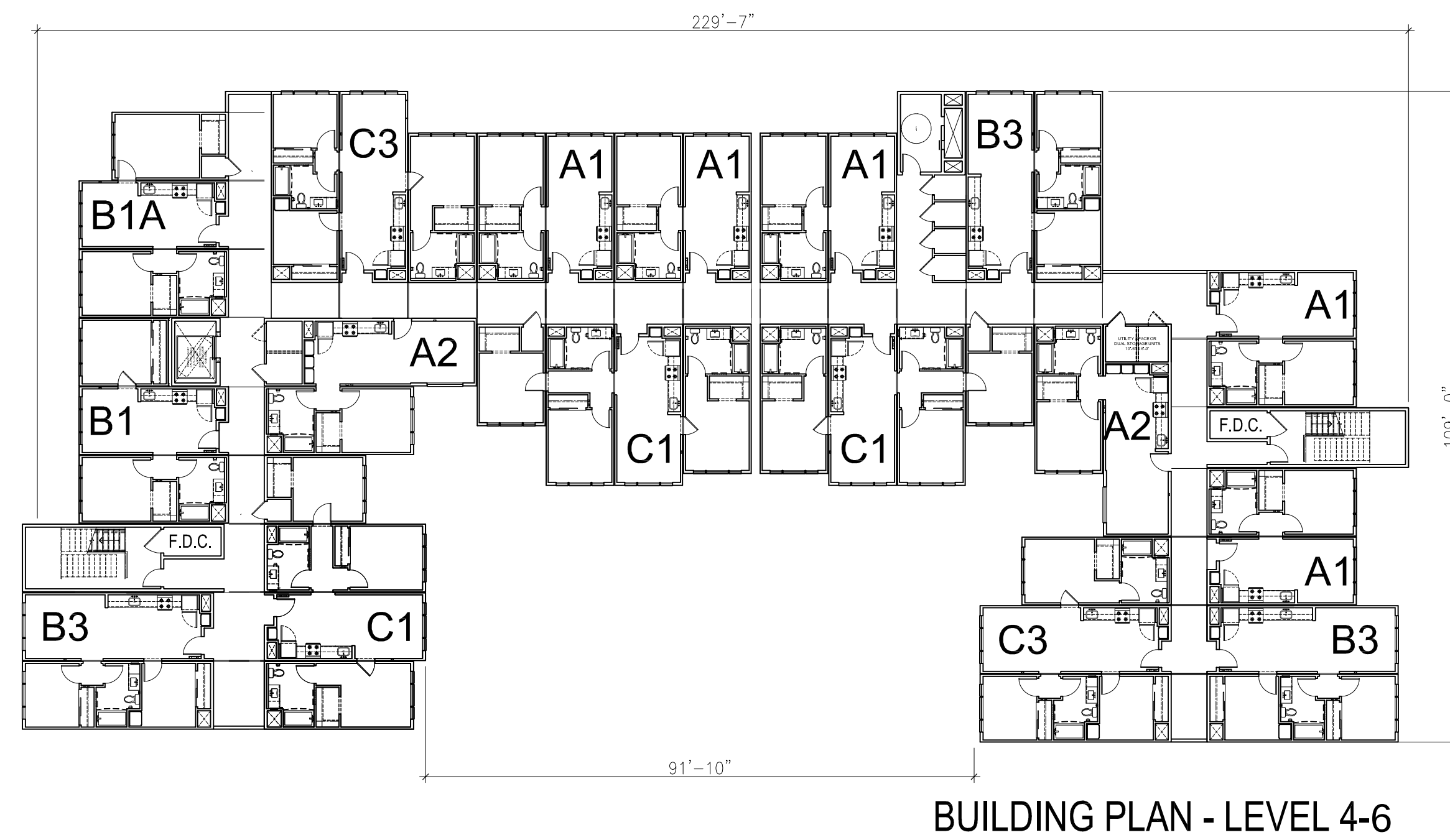
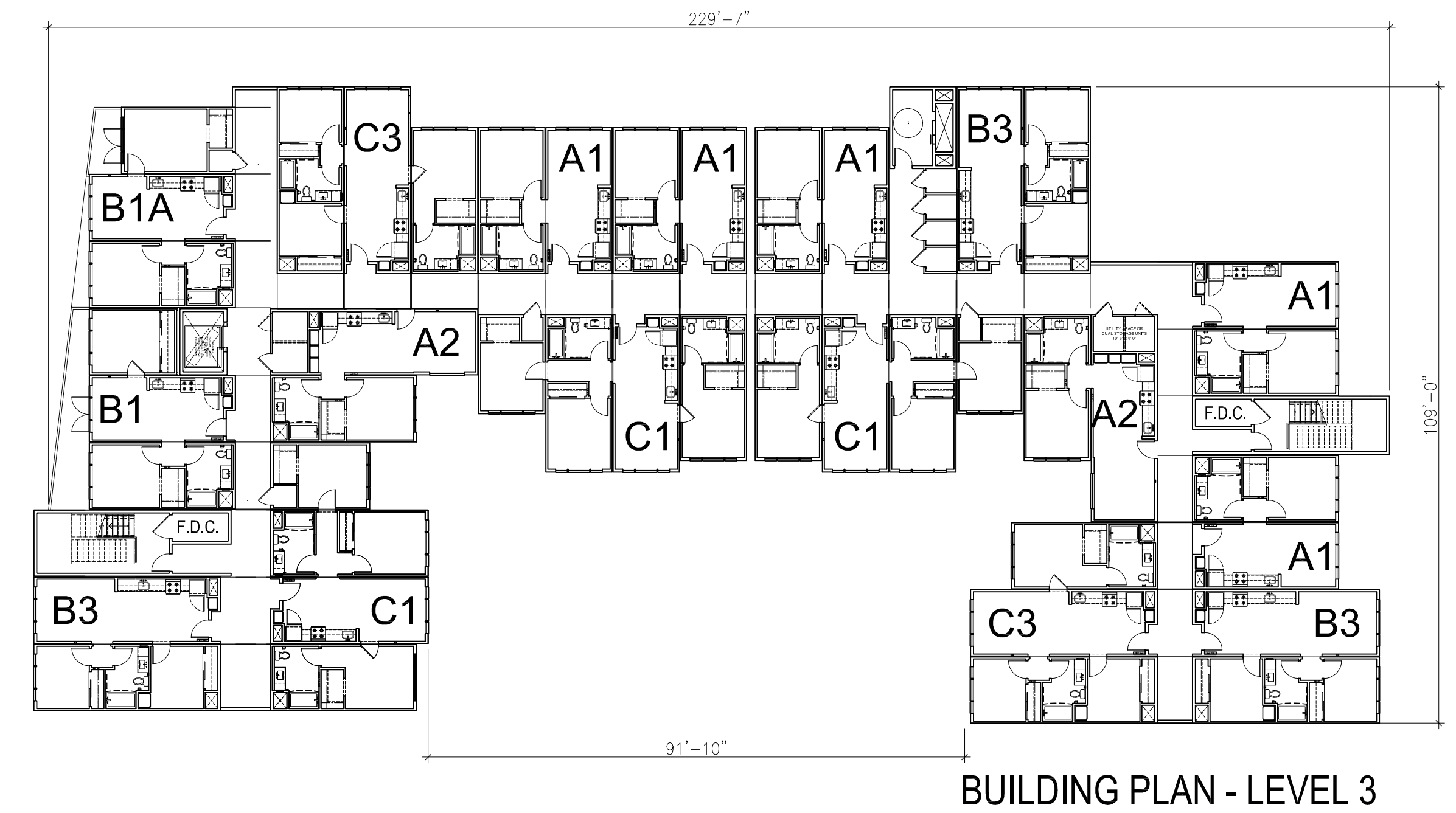
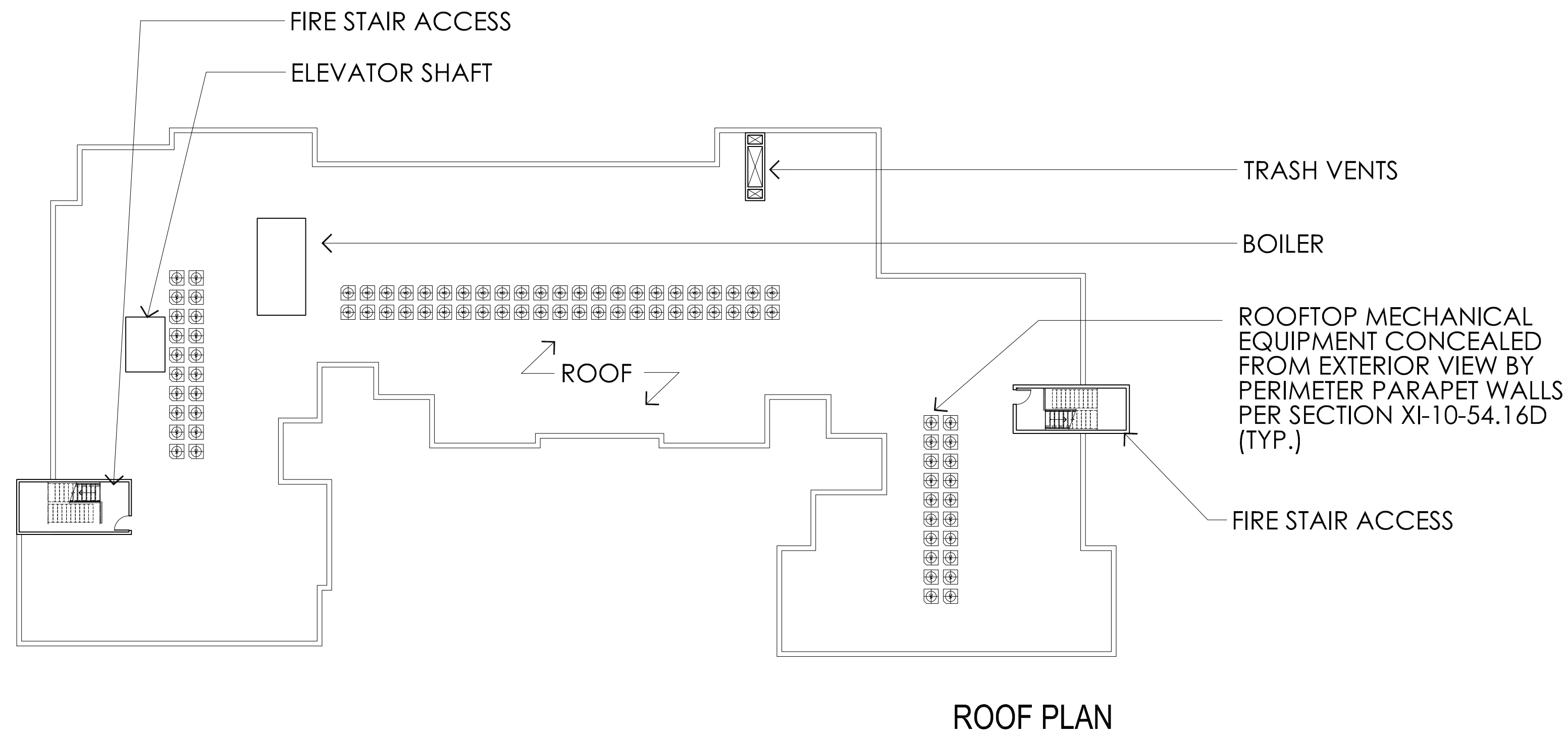
AO ARCHITECTS

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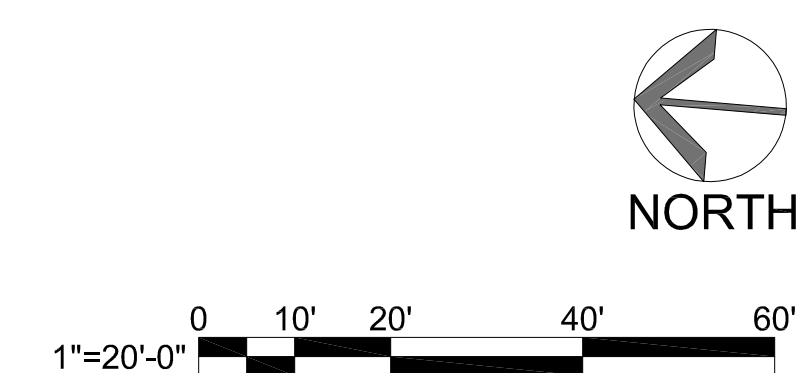




# 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA

**THE PACIFIC COMPANIES**  
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814



BUILDING PLANS

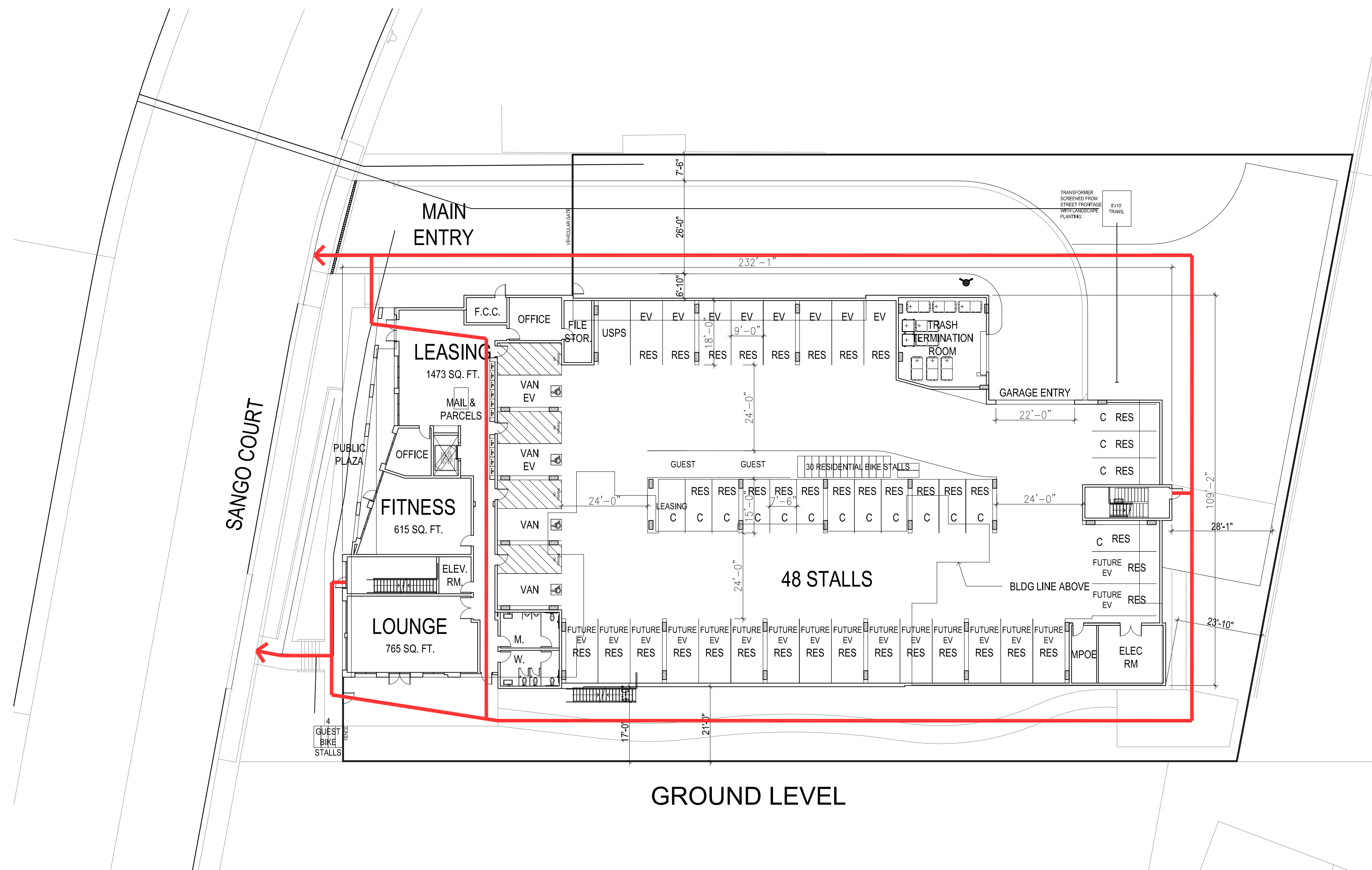
A2.0

DATE: 05-05-21  
JOB NO.: 2018-042

**AO ARCHITECTS**  
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(714) 639-9860

**AO**  
Architecture.  
Design.  
Relationships.





## EXITING PLAN

## A2.1

## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



## THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

1"=20'-0"



0 10' 20' 40' 60'

DATE: 05-05-21  
JOB NO.: 2018-042

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- 1 EXTERIOR CEMENT PLASTER WITH DECORATIVE REVEALS
- 2 VINYL WINDOWS
- 3 ACCENT COLOR
- 4 ALUMINUM AWNING
- 5 ALUMINUM STOREFRONT WINDOWS
- 6 TILE
- 7 FUTURE PUBLIC ART INSTALLATION



**SANGO COURT**

**1**

**2**

**3**

**4**

**EXPEDITION LANE**

**NORTH**  
N.T.S.

**MONTAGUE EXPRESS**

MILPITAS, CALIFORNIA

## EXTERIOR ELEVATIONS

## A3.0

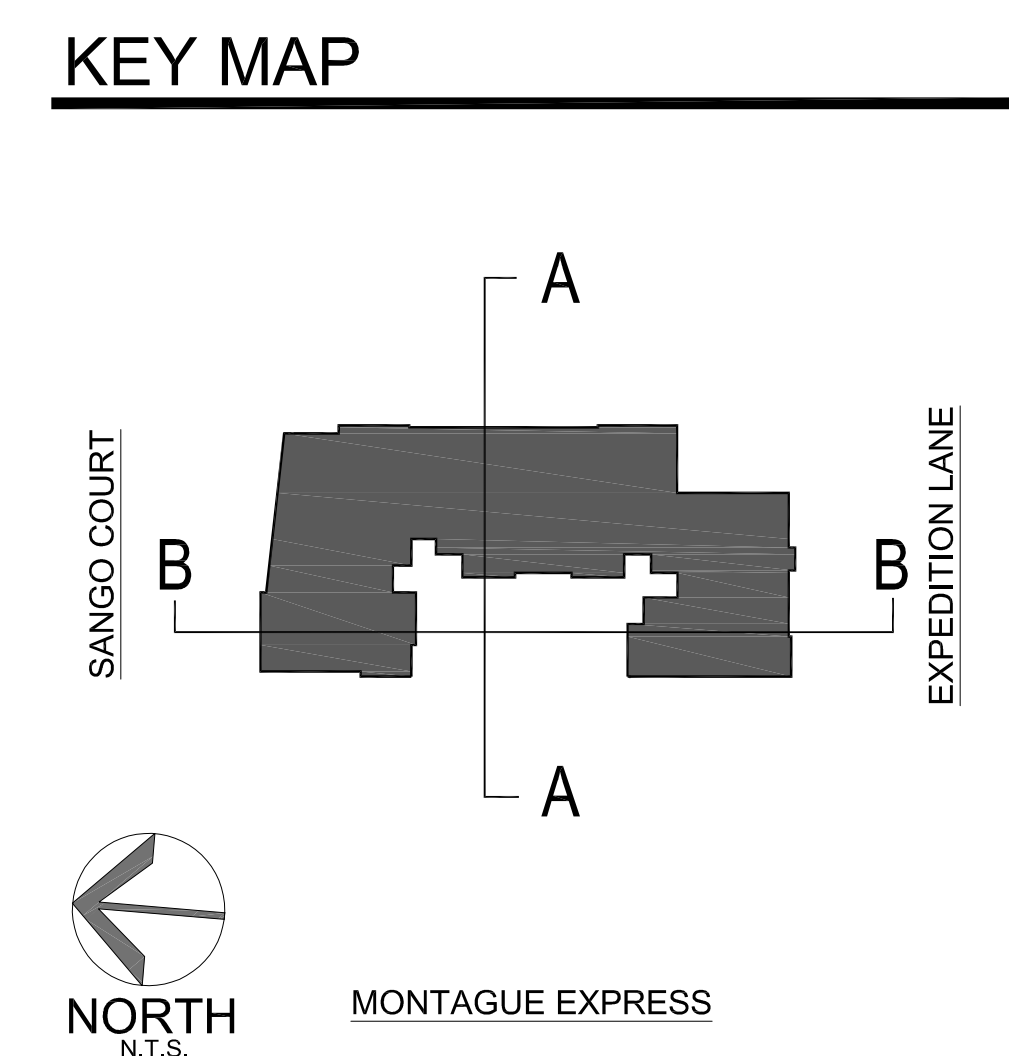
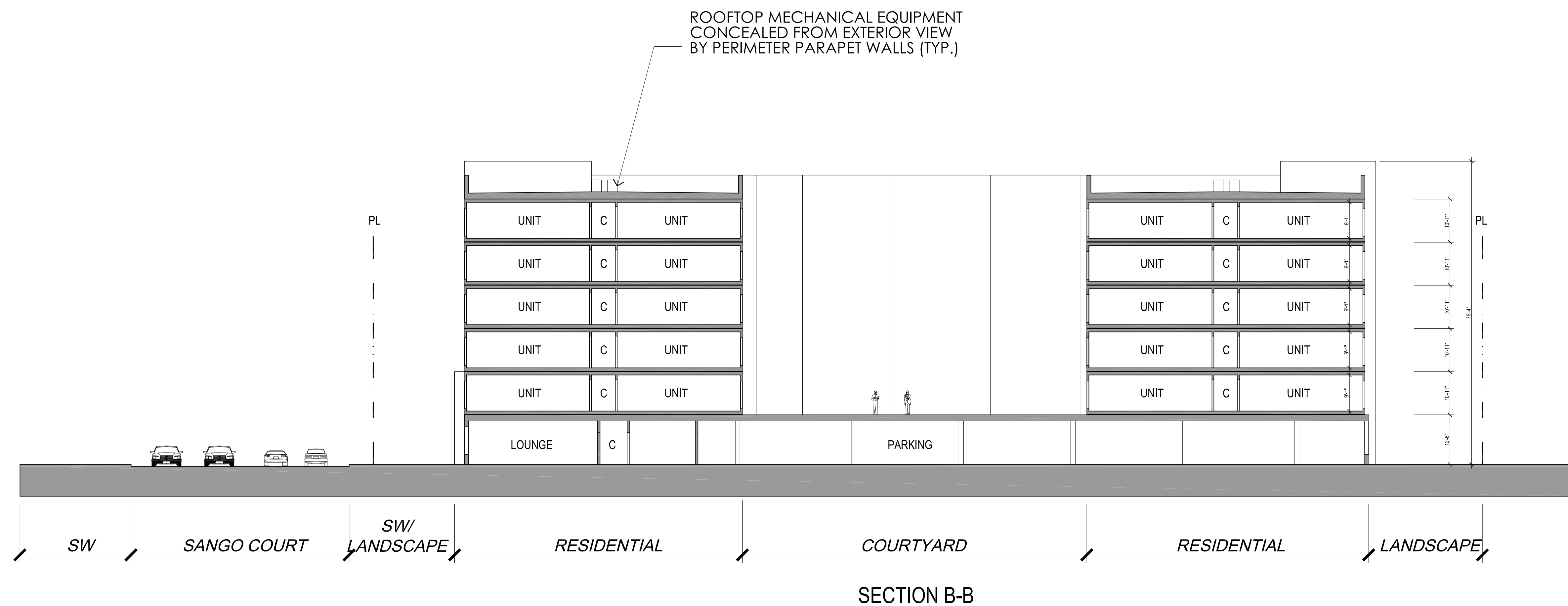
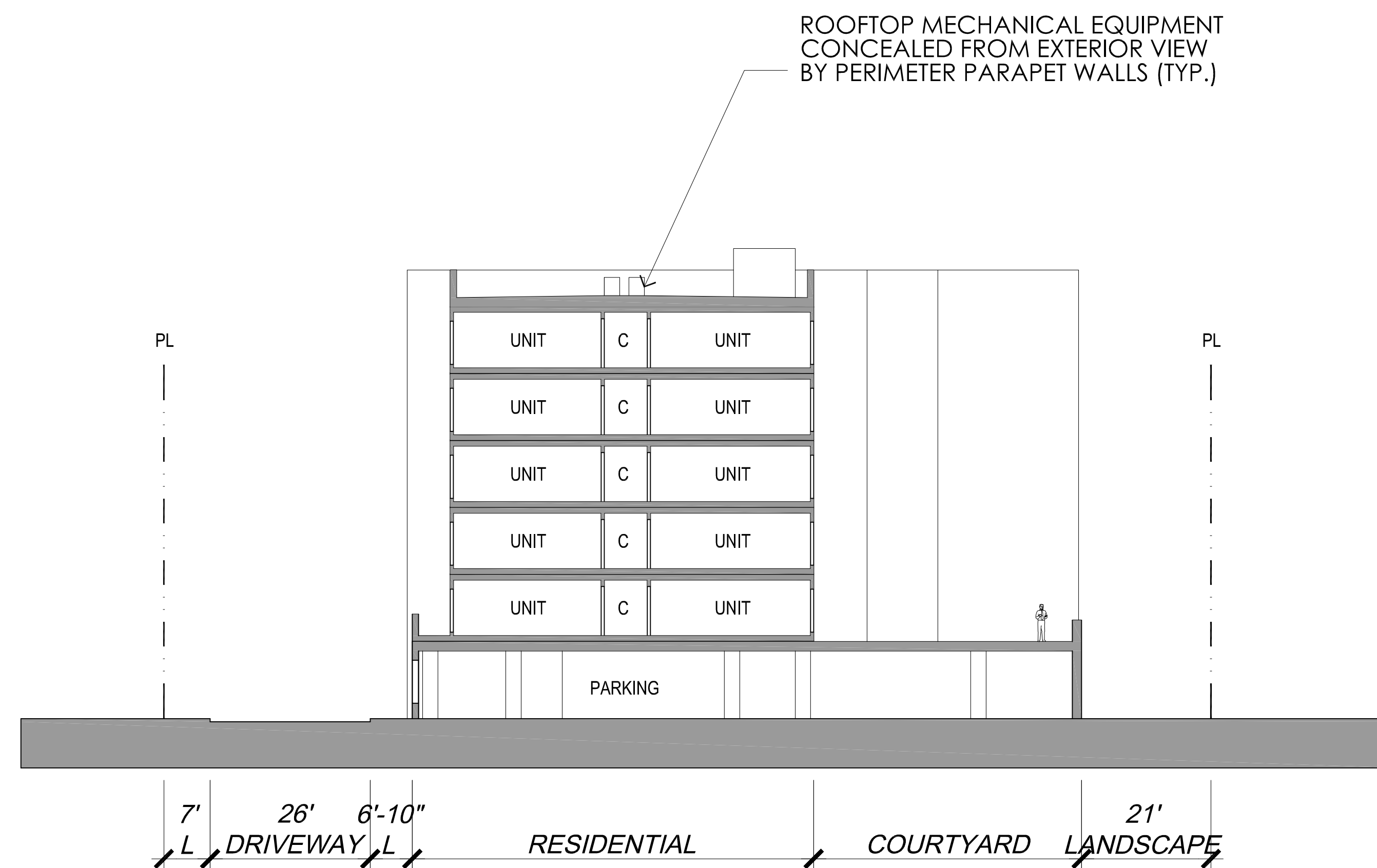
**AO ARCHITECTS**  
 GE ST., ORANGE, CA 92866  
 (714) 639-9860

144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860



Architecture.  
Design.  
Relationships.





DATE: 03-15-21

## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

1/16"=1'-0" 0 8' 16' 32' 48'

## BUILDING SECTIONS

### A3.1

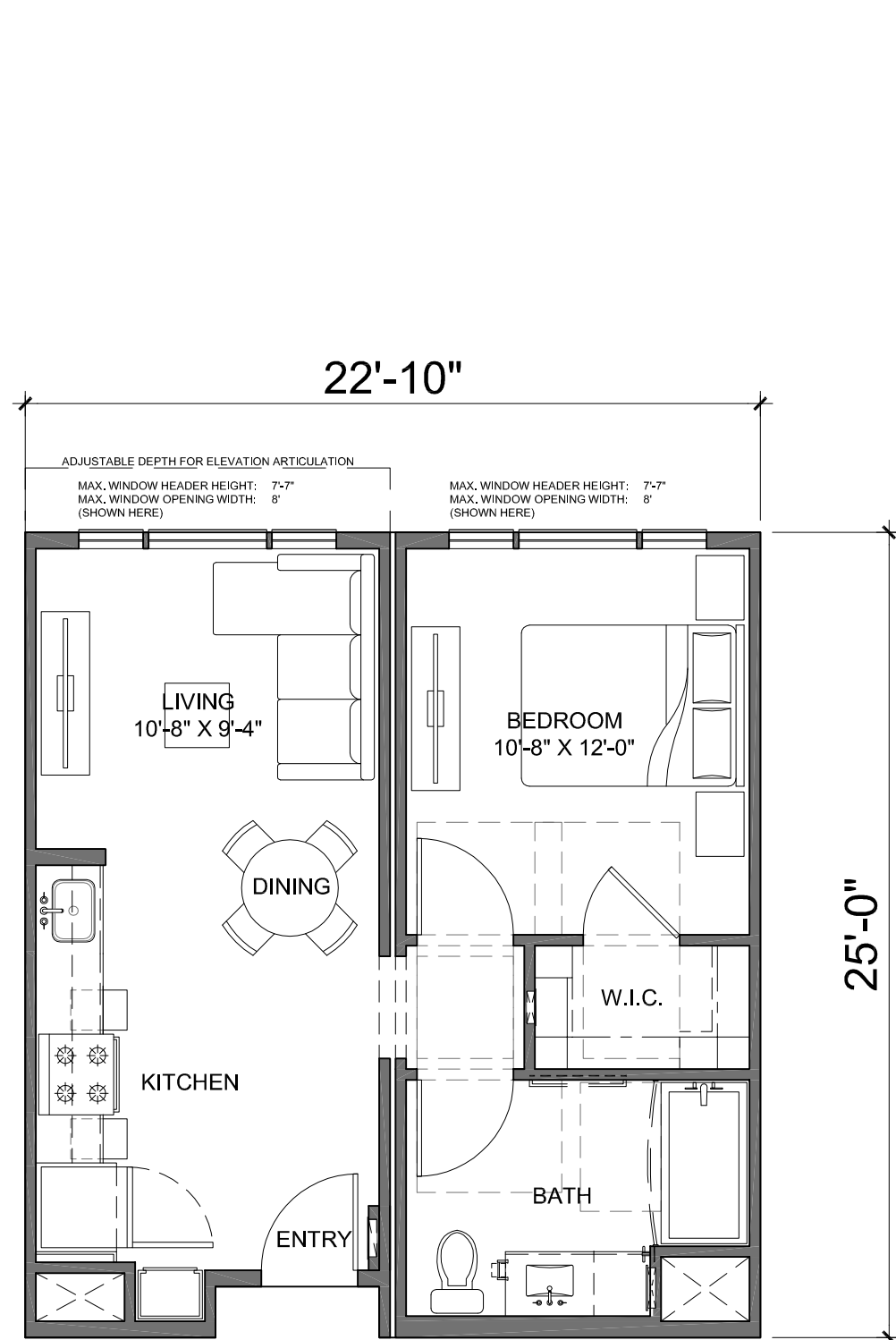
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JOB NO.: 2018-042

AO ARCHITECTS

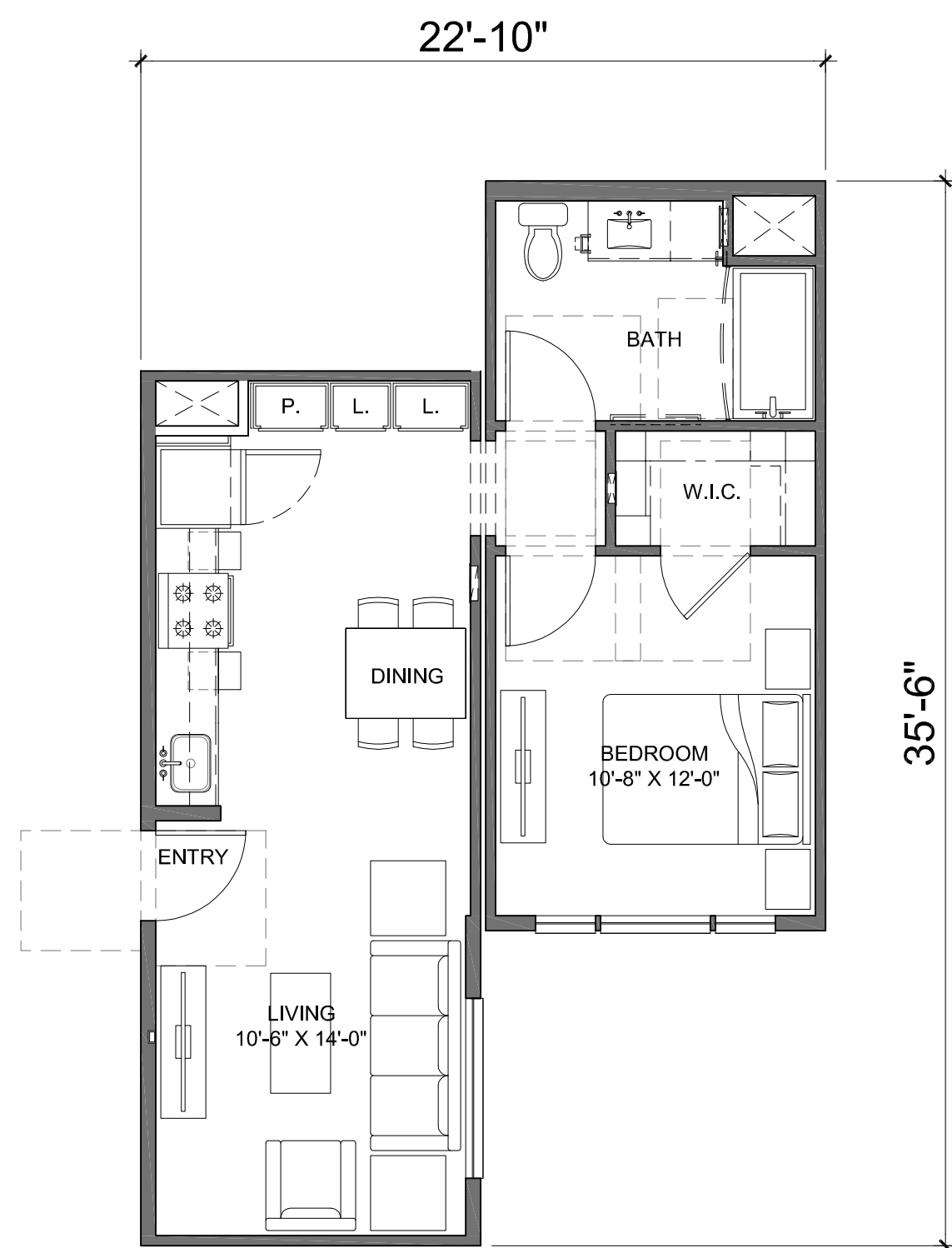
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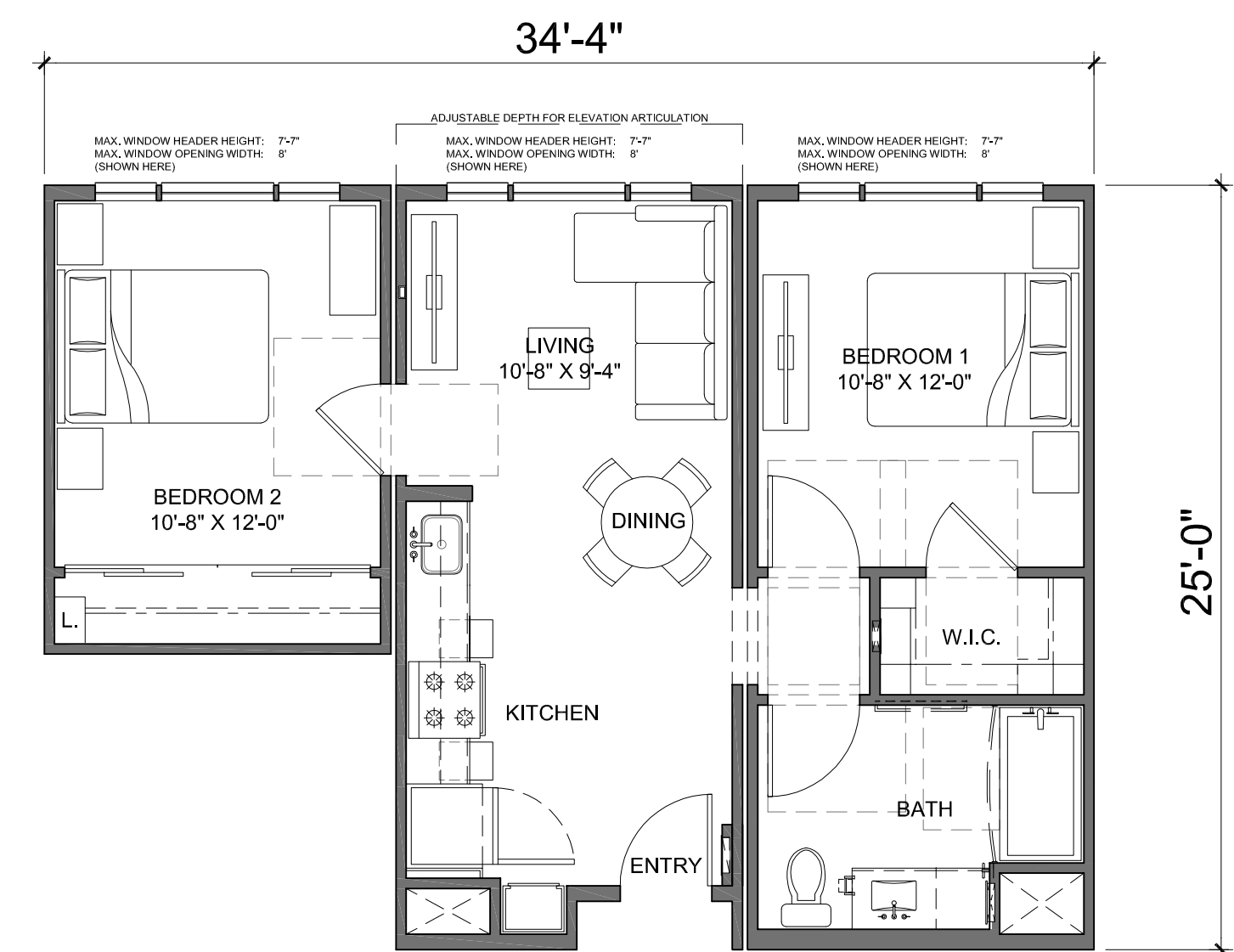




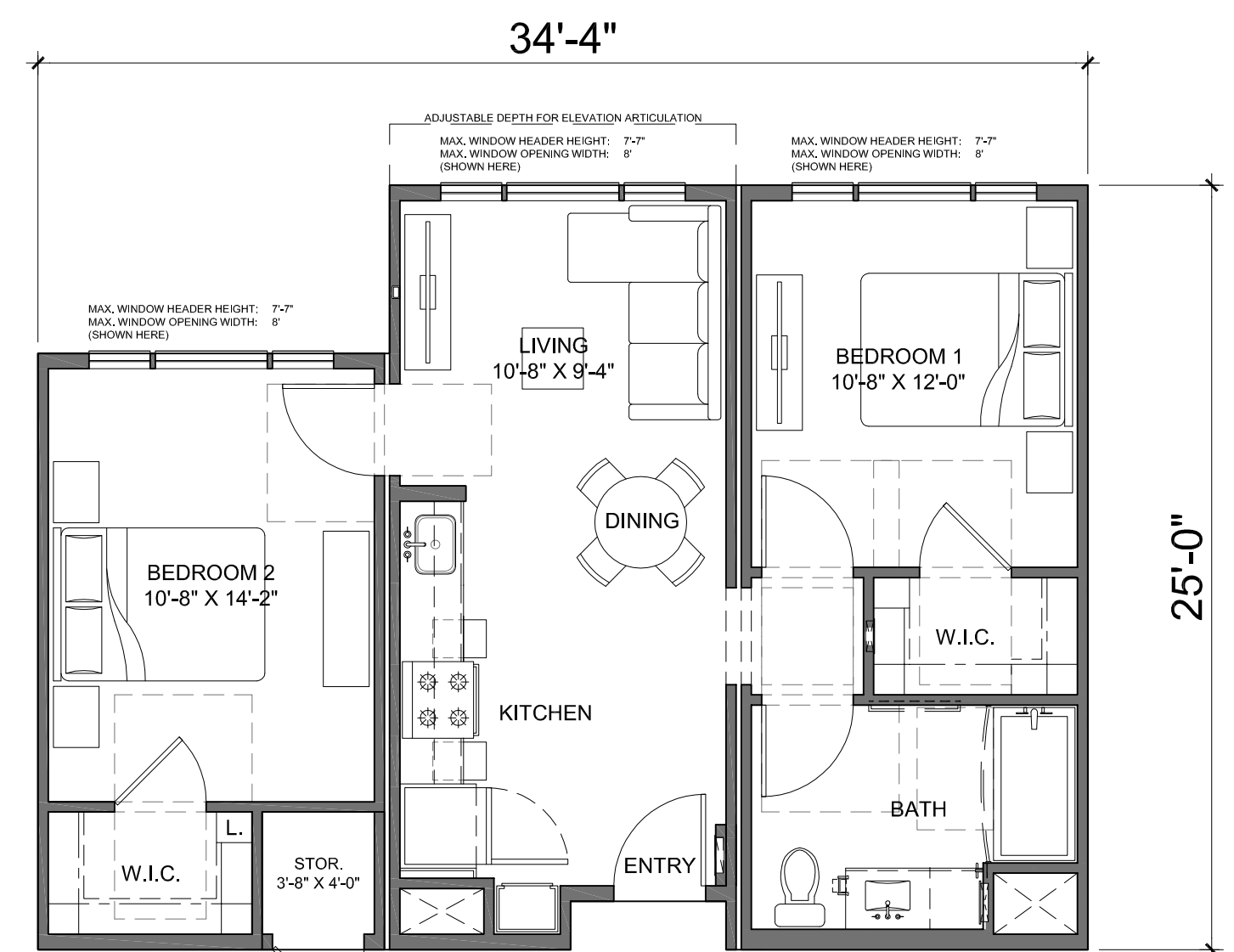
**UNIT A1**  
AFFORDABLE: 1 BED - 1 BATH  
UNIT AREA: 563 SQ. FT.



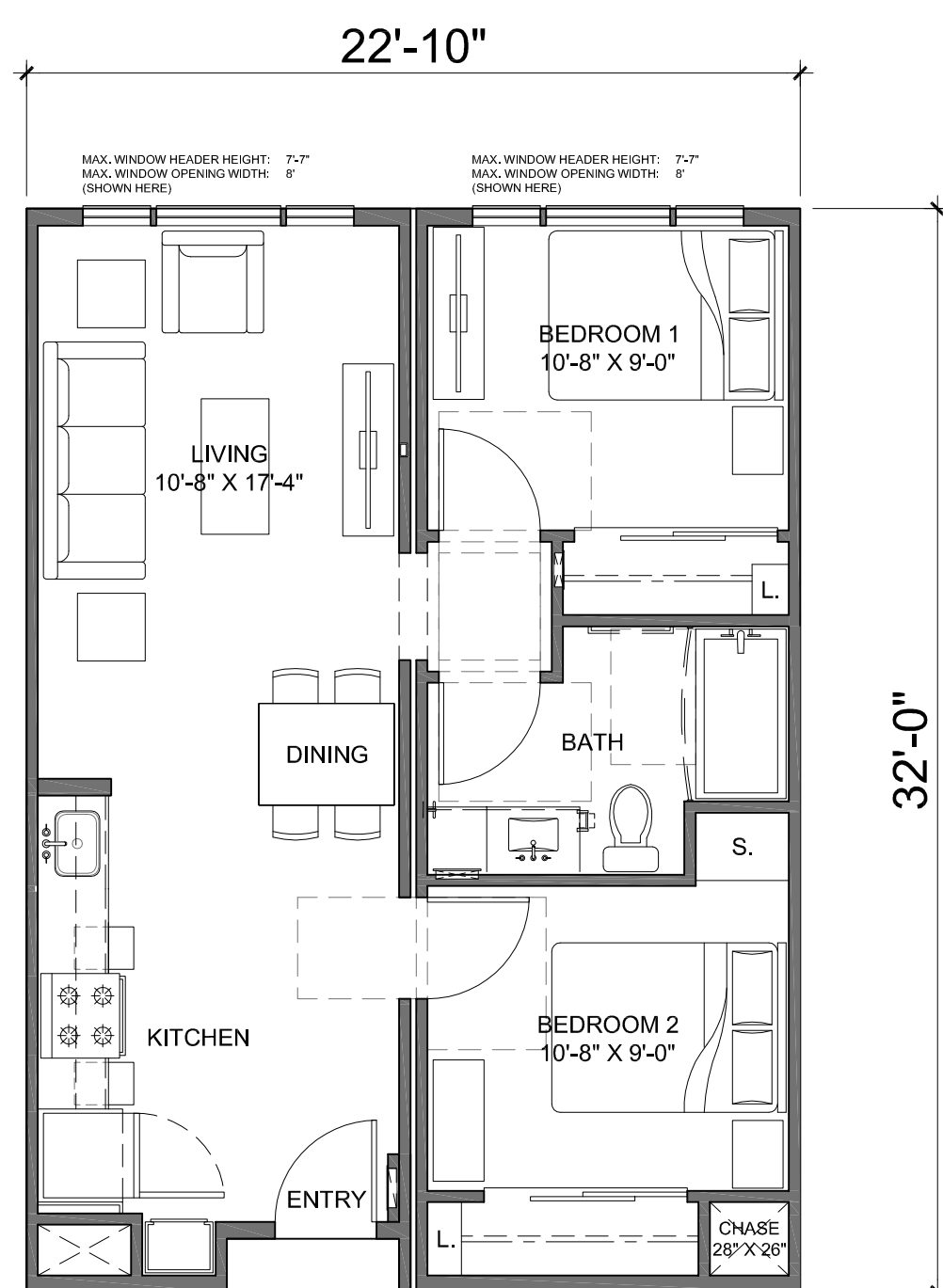
**UNIT A2**  
AFFORDABLE: 1 BED - 1 BATH  
UNIT AREA: 617 SQ. FT.



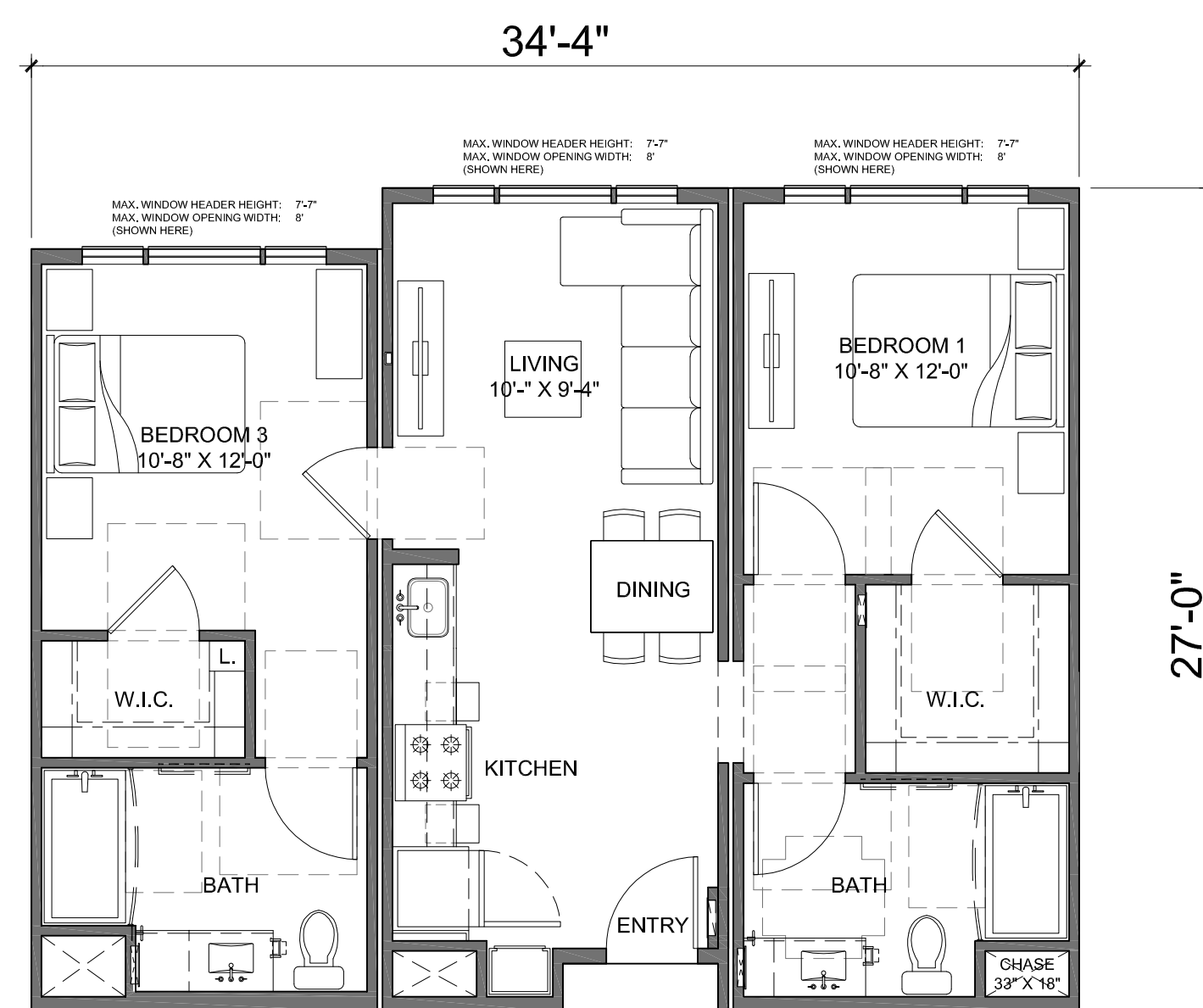
**UNIT B1**  
AFFORDABLE: 2 BD - 1 BA  
UNIT AREA: 739 SQ. FT.



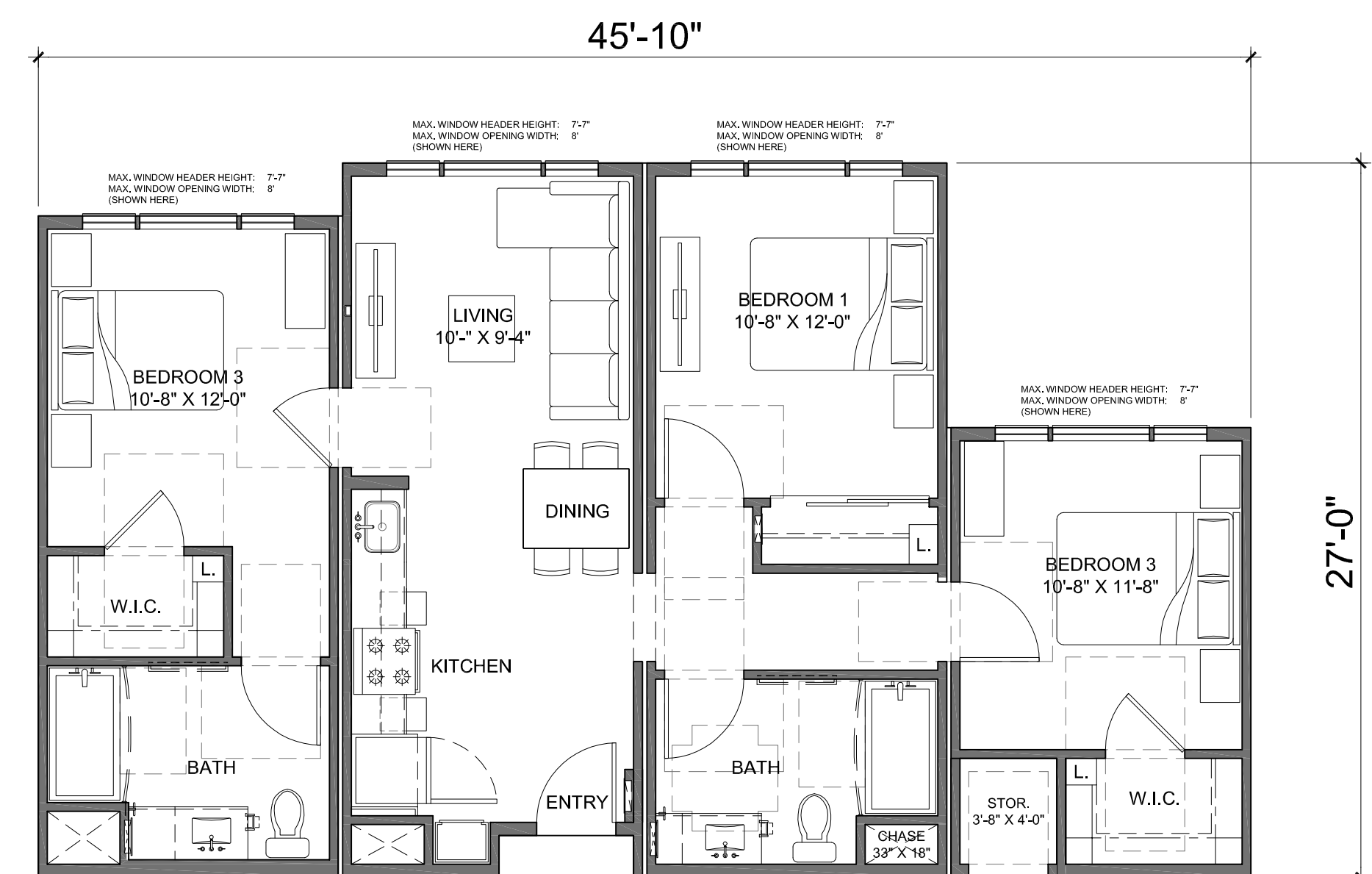
**UNIT B1A**  
AFFORDABLE: 2 BD - 1 BA  
UNIT AREA: 768 SQ. FT.



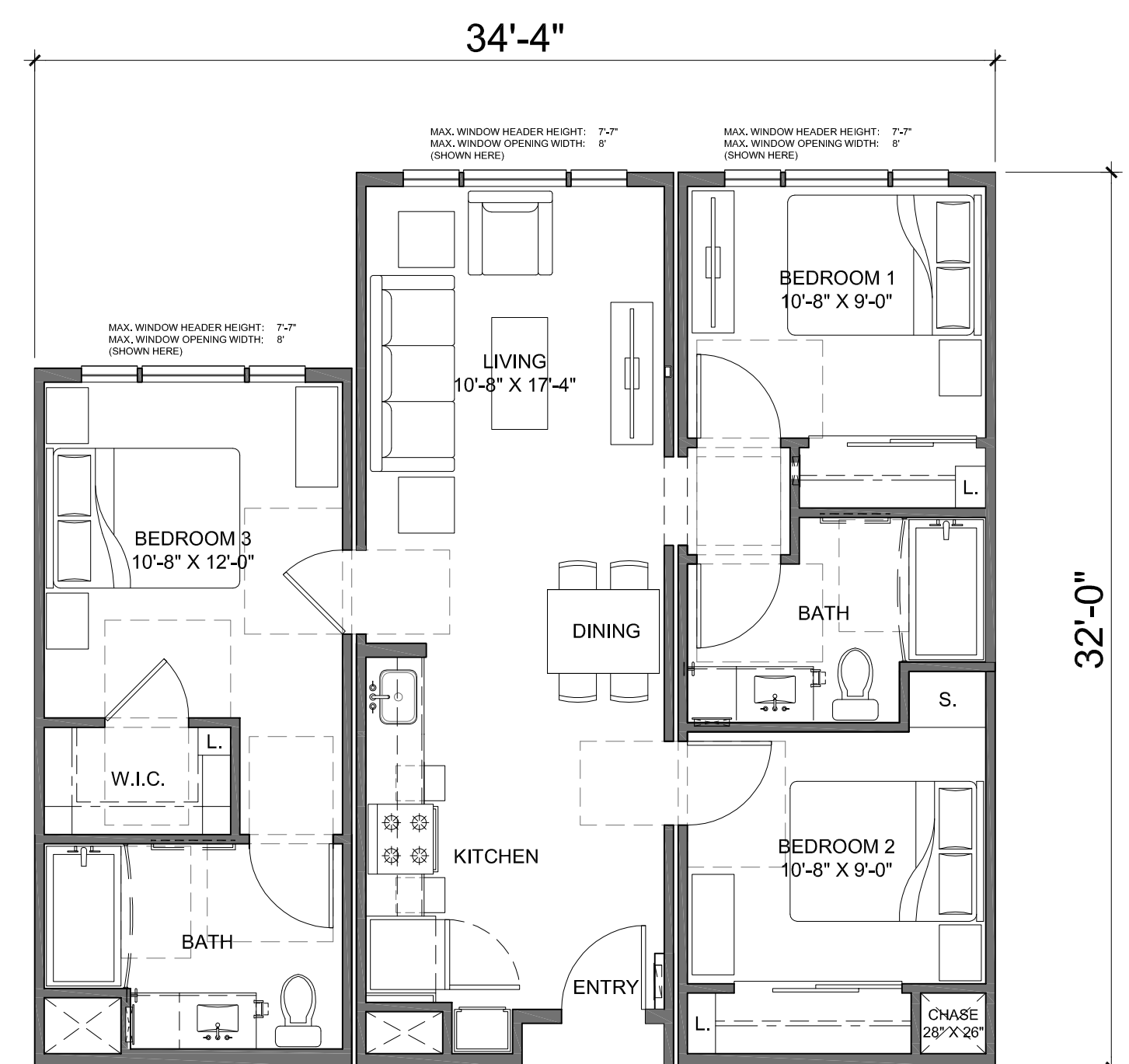
**UNIT B3**  
AFFORDABLE: 2 BED - 1 BATH  
UNIT AREA: 723 SQ. FT.



**UNIT B4**  
AFFORDABLE: 2 BED - 2 BATH  
UNIT AREA: 896 SQ. FT.



**UNIT C1**  
AFFORDABLE: 3 BED - 2 BATH  
UNIT AREA: 1073 SQ. FT.



**UNIT C3**  
AFFORDABLE: 3 BED - 2 BATH  
UNIT AREA: 1010 SQ. FT.

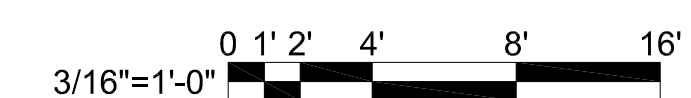
# 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



**THE PACIFIC COMPANIES**

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814



TYPICAL UNIT PLANS

DATE: 05-05-21  
JOB NO.: 2018-042

**AO ARCHITECTS**

144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860

**A4.0**







**SHADOW STUDY A** - June 21, 4:00 pm



**SHADOW STUDY B** - Sept. 21, 8:30 am

# 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



**THE PACIFIC COMPANIES**  
520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

1/16"=1'-0" 0 8' 16' 32' 48'

DATE: 05-05-21  
JOB NO.: 2018-042

**AO ARCHITECTS**  
144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860

**A4.1**







### Product Data

| Model | Bicycles | Width    | Depth  | Height | Weight |     |         |
|-------|----------|----------|--------|--------|--------|-----|---------|
|       |          |          |        |        | -LL    | -LA | -NL     |
| DD06  | 6        | 48 in    | 53 in  | 86 in  | 232    | 274 | 220 lbs |
|       |          | 122 cm   | 135 cm | 218 cm | 104    | 123 | 99 kg   |
| DD08  | 8        | 62.5 in  | 53 in  | 86 in  | 262    | 311 | 240 lbs |
|       |          | 159 cm   | 135 cm | 218 cm | 118    | 140 | 108 kg  |
| DD10  | 10       | 77 in    | 53 in  | 86 in  | 306    | 371 | 283 lbs |
|       |          | 196 cm   | 135 cm | 218 cm | 138    | 167 | 128 kg  |
| DD12  | 12       | 91.5 in  | 53 in  | 86 in  | 368    | 440 | 334 lbs |
|       |          | 232 cm   | 135 cm | 218 cm | 166    | 198 | 151 kg  |
| DD14  | 14       | 106 in   | 53 in  | 86 in  | 402    | 484 | 362 lbs |
|       |          | 269 cm   | 135 cm | 218 cm | 181    | 218 | 163 kg  |
| DD16  | 16       | 120.5 in | 53 in  | 86 in  | 440    | 528 | 396 lbs |
|       |          | 306 cm   | 135 cm | 218 cm | 198    | 238 | 179 kg  |

10.04'X 4'6" X 7'2"

#### Locking Options, per bike position [\* = recommended]

|     |               |                                       |
|-----|---------------|---------------------------------------|
| -LL | Locking Loop* | Fixed loop for locking rear wheel     |
| -LA | Locking Arm   | Hinged loop for locking rear triangle |
| -NL | None          | No locking provisions                 |

#### Finish Options [\* = recommended]

|    |               |                                     |
|----|---------------|-------------------------------------|
| -G | Galvanized *  | Hot dipped                          |
| -P | Powder Coated | Color frames, galvanized bike trays |

#### Mounting Options

Due to their weight especially when loaded, these racks can be used freestanding.\*

Optional, order four fasteners [(2) 1/2" x 4-1/2" and (2) 1/2" x 5-1/2"] per rack

only if racks are to be mounted to concrete

|                  |                                                |
|------------------|------------------------------------------------|
| <b>ZBOLT-DD</b>  | Concrete Zinc Wedge Anchor fastener            |
| <b>SSBOLT-DD</b> | Concrete Stainless Steel Wedge Anchor fastener |

#### Construction

|                      |                                                      |
|----------------------|------------------------------------------------------|
| Frames and crossbars | .120 carbon steel tubing (1" x 1", 1" x 2", 2" x 2") |
| Rear tray supports   | 1"x1"x1/8" angle iron                                |
| Crossbar tabs        | 1/4" steel                                           |
| Minor pieces         | 1" x 2" x .120" wall steel                           |
| Bicycle trays        | .120" mild steel sheet                               |
| Welding              | MIG                                                  |
| Mounting holes       | 11/16", one per corner (4 total)                     |

#### Assembly (racks are shipped knocked down)

|      |                                 |
|------|---------------------------------|
| Time | 30-45 minutes /rack (2 persons) |
|------|---------------------------------|

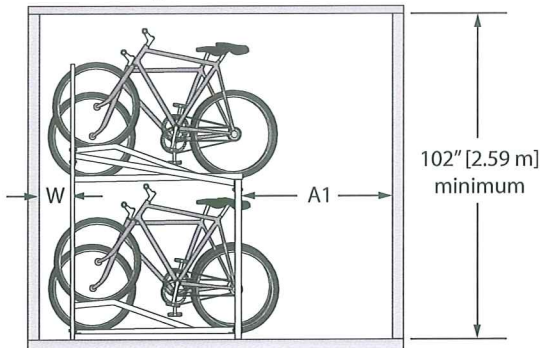


Locking Arms (-LA) option shown

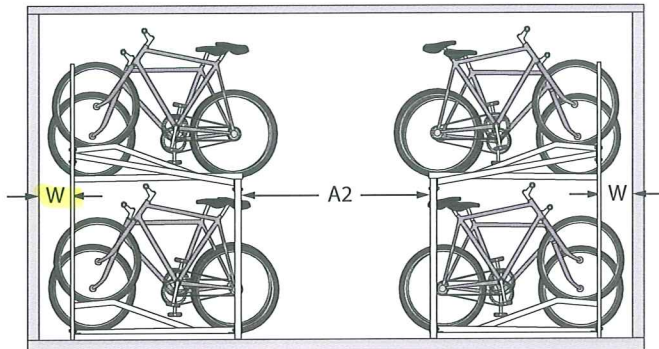


NOTE: Side views illustrate minimum values of A1 and A2

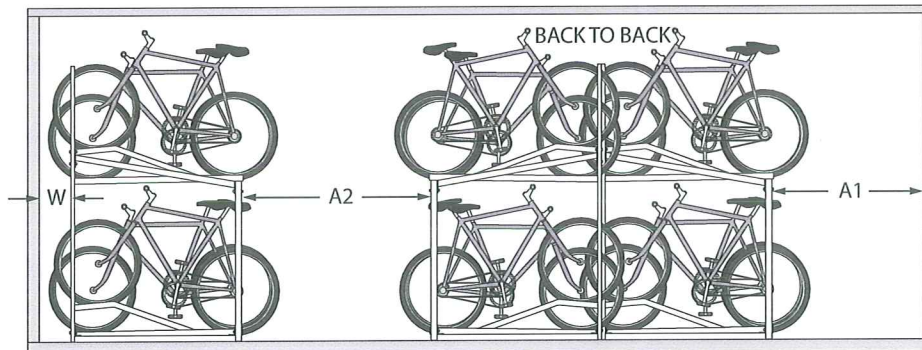
#### ① 1 Aisle Single Loaded



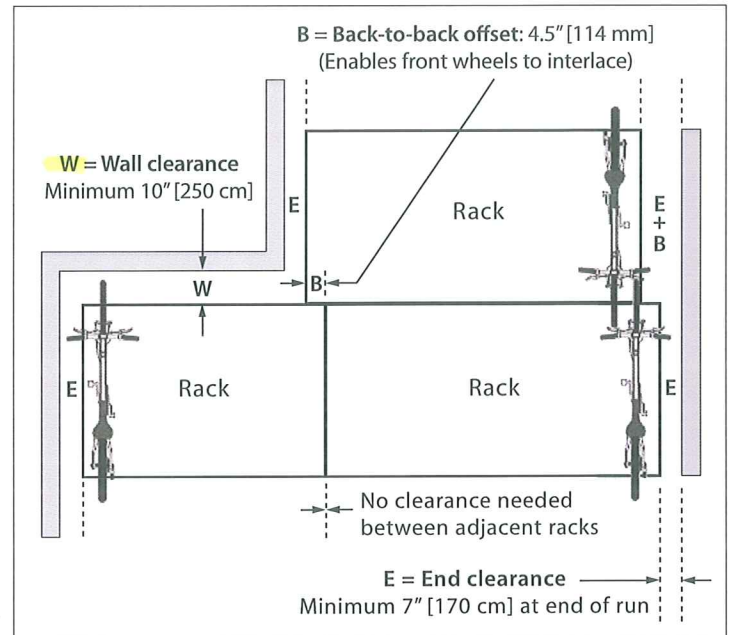
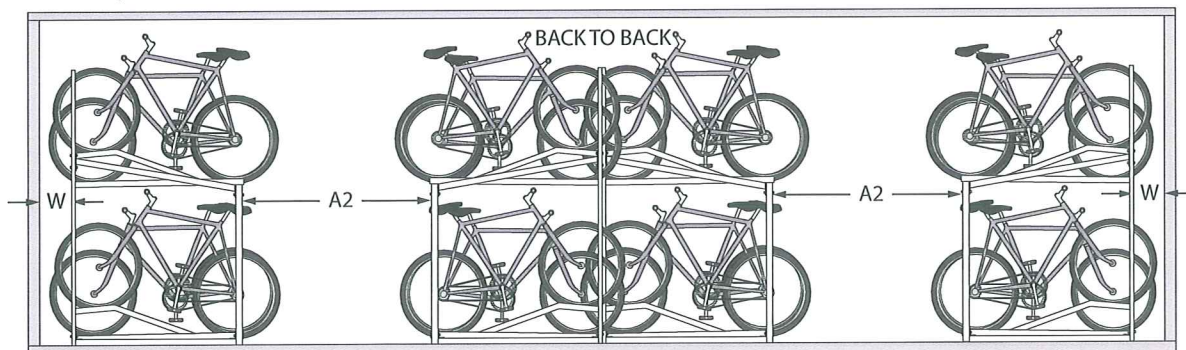
#### ② 1 Aisle Double Loaded



#### ③ 1 Aisle Double Loaded, 1 Aisle Single Loaded



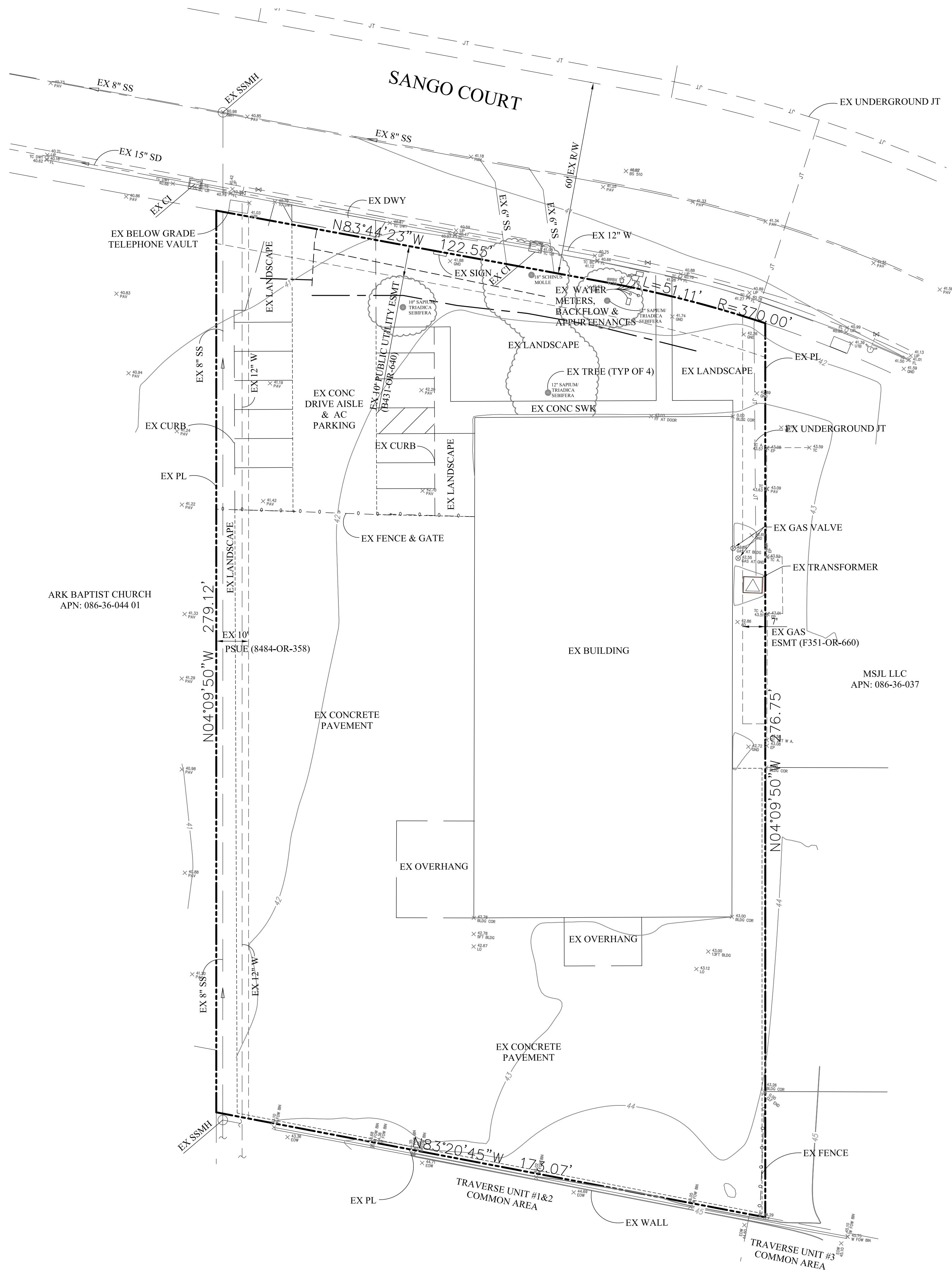
#### ④ 2 Aisles, Double Loaded



DoubleDecker™ Room Widths

| Aisle  | Minimum                | Optimal                |
|--------|------------------------|------------------------|
| A1     | 48" [1.4 m]            | 54" [1.5 m]            |
| A2     | 60" [1.5 m]            | 72" [1.8 m]            |
| Layout | Minimum                | Optimal                |
| ①      | 106" (9'-4") [2.84 m]  | 118" (10'-4") [3.15 m] |
| ②      | 188" (15'-8") [4.78 m] | 200" (16'-8") [5.08 m] |
| ③      | 274" (23'-4") [7.11 m] | 298" (25'-4") [7.72 m] |
| ④      | 356" (29'-8") [9.04 m] | 380" (31'-8") [9.65 m] |





#### UTILITY PROVIDER CONTACT INFORMATION

SOUTH BAY RECYCLING  
ENVIRONMENTAL SERVICES, MUNICIPAL WATER SYSTEM  
3025 TUEERS ROAD  
SAN JOSE, CA 95121  
(408) 277-3671

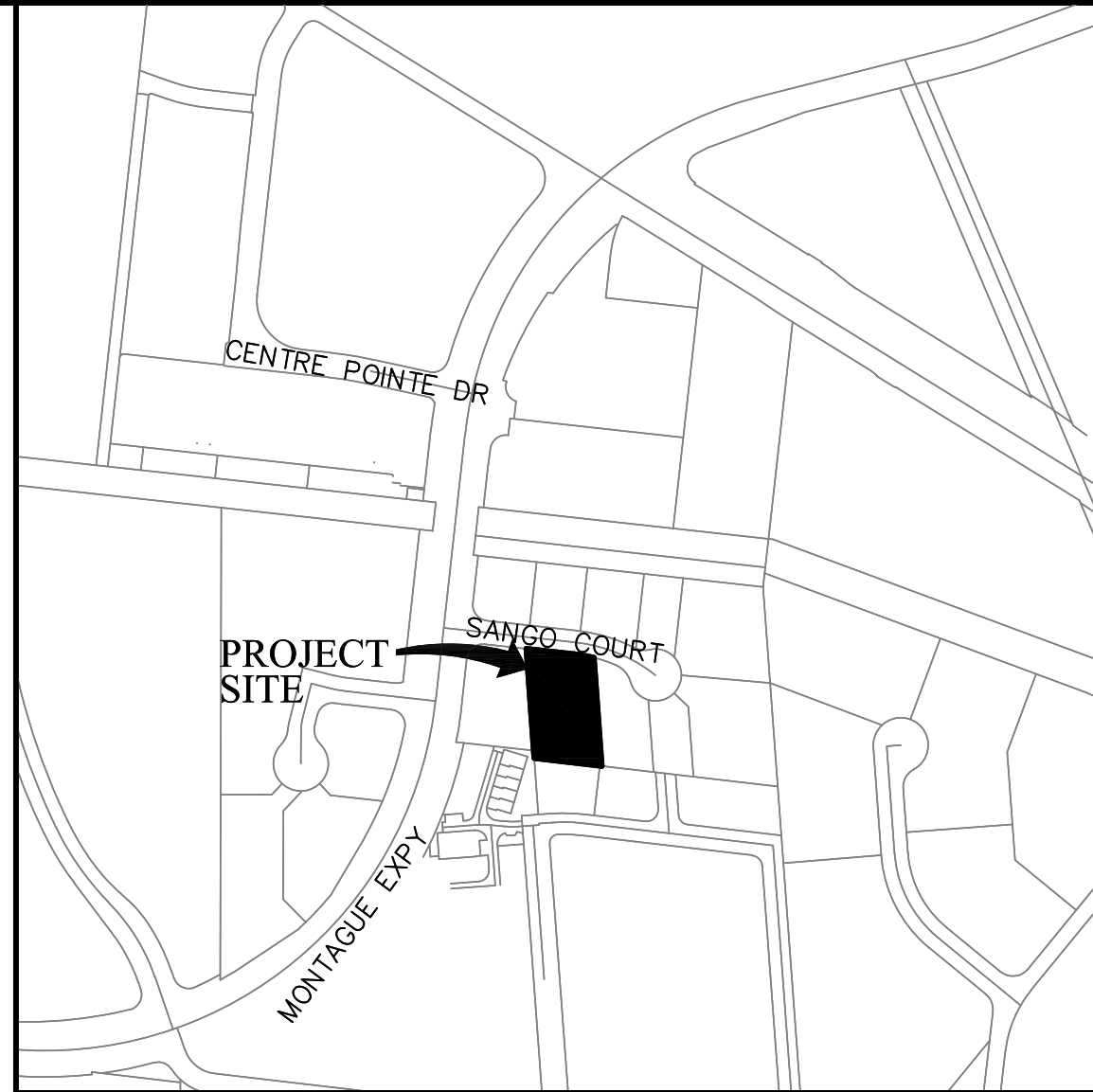
SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT  
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VICINITY MAP

#### LEGEND

| DESCRIPTION        | EX      |
|--------------------|---------|
| BOUNDARY           | ---     |
| EASEMENT           | - - - - |
| CURB AND GUTTER    | ==      |
| SPOT ELEVATION     | x 41.6  |
| STORM DRAIN INLET  | □       |
| STORM DRAIN SYSTEM | ---     |
| SANITARY SEWER     | ---     |
| WATER              | ---     |
| MANHOLE            | ○       |

#### ABBREVIATIONS

|      |                        |
|------|------------------------|
| AC   | ASPHALT PAVEMENT       |
| CI   | CURB INLET             |
| CONC | CONCRETE PAVEMENT      |
| DWY  | DRIVEWAY               |
| ESMT | EASEMENT               |
| EX   | EXISTING               |
| JT   | JOINT TRENCH           |
| PL   | PROPERTY LINE          |
| R/W  | RIGHT OF WAY           |
| SD   | STORM DRAIN            |
| SS   | SANITARY SEWER         |
| SSMH | SANITARY SEWER MANHOLE |
| SWK  | SIDEWALK               |
| W    | WATER                  |

#### NOTES

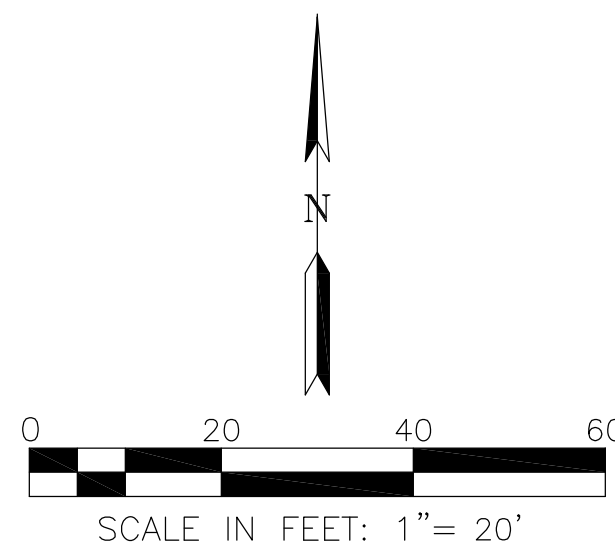
- EXISTING SANITARY SEWER TO BE INSPECTED. PROVIDE CITY WITH CCTV INSPECTION REPORT PRIOR TO OBTAINING ENCROACHMENT PERMIT.
- TREE SIZES AND LOCATIONS ARE APPROXIMATE. TREE SPECIES SHALL BE CONFIRMED IN THE FIELD BY AN ARBORIST OR LANDSCAPE ARCHITECT.

**BENCHMARK:**  
SANTA CLARA VALLEY WATER DISTRICT BENCHMARK "BM058" A BRASS DISK IN HEADWALL, CENTER OF PENITENCIA CREEK, WEST SIDE OF MONTAGUE EXPRESSWAY, BETWEEN CENTRE POINTE DRIVE AND SANGO COURT, ELEVATION(NAVD88) = 41.64 FEET.

**BASIS OF BEARING:**  
THE CALCULATED GRID BEARING OF N39°43'13"W OF THE LINE BETWEEN THE FOUND MONUMENT AT THE INTERSECTION OF MONTAGUE EXPRESSWAY WITH CENTRE POINTE DRIVE AND THE FOUND MONUMENT AT THE INTERSECTION OF SOUTH ABEL STREET WITH WEST CURTIS AVENUE WAS USED FOR THE BASIS OF BEARINGS FOR THIS MAP. THESE MONUMENTS ARE SHOWN AS POINT NUMBERS "1008" AND "1011" ON THAT RECORD OF SURVEY FILED JUNE 26, 1996 IN BOOK 678 OF MAPS, AT PAGES 10 THROUGH 13, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA. THE BEARING WAS CALCULATED FROM THE COORDINATE VALUES FROM EPOCH 1986 SHOWN ON SHEET 4 OF 4 OF THAT SURVEY.

THE VALUES OF POINTS "1008" AND "1011" ARE AS FOLLOWS:

|        | NORTHING   | EASTING    |
|--------|------------|------------|
| "1008" | 1974285.72 | 6156434.98 |
| "1011" | 1977865.34 | 6153460.98 |



### SITE DEVELOPMENT PERMIT EXISTING CONDITIONS PLAN 308 SANGO COURT MILPITAS, CALIFORNIA

SCALE  
1" = 20'

DATE  
MAY 2021

| DATE | BY | CHK | SHEET | REVISIONS |
|------|----|-----|-------|-----------|
|      |    |     |       |           |
|      |    |     |       |           |
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|      |    |     |       |           |

SHEET

SDP-01

OF 5 SHEETS

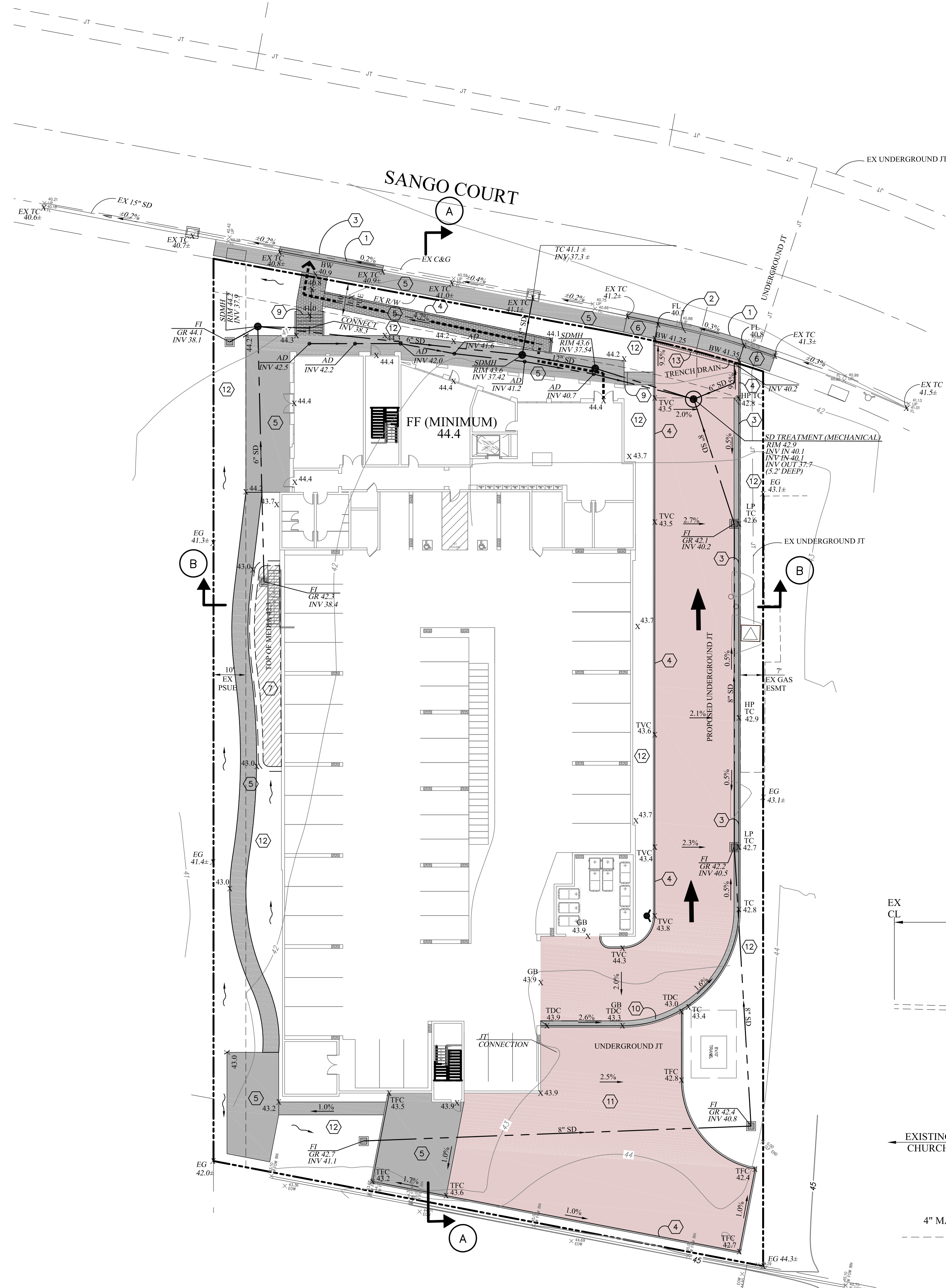
JOB NO.  
1920358

**RJA**  
**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS  
1000 S. CALIFORNIA AVE., SUITE 200  
MILPITAS, CA 95035  
PHONE: (408) 848-0300 FAX: (408) 848-0302









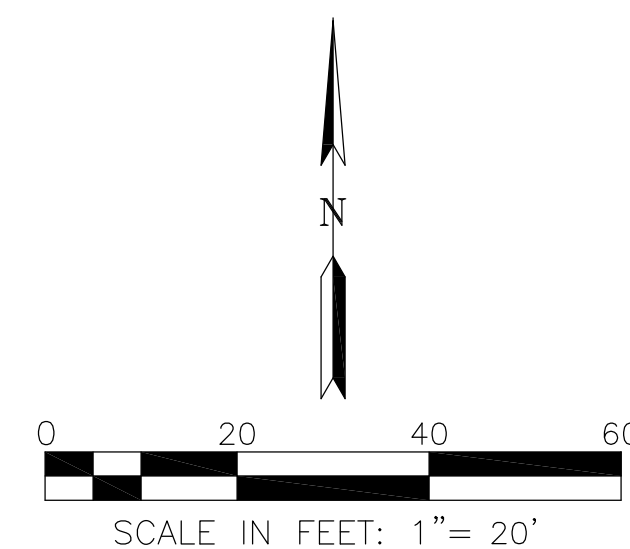
## ABBREVIATIONS

|      |                                 |
|------|---------------------------------|
| BW   | BACK OF WALK                    |
| C&G  | CURB AND GUTTER                 |
| CI   | CURB INLET                      |
| CL   | CENTERLINE                      |
| ESMT | EASEMENT                        |
| EG   | EXISTING GROUND                 |
| ESMT | EASEMENT                        |
| EX   | EXISTING                        |
| FF   | FINISH FLOOR                    |
| FI   | FIELD INLET                     |
| FL   | FLOWLINE                        |
| GB   | GRADE BREAK                     |
| GR   | GRATE ELEVATION                 |
| HD   | HIGH POINT                      |
| INV  | INVERT ELEVATION                |
| LP   | LOW POINT                       |
| LS   | LANDSCAPE                       |
| NTS  | NOT TO SCALE                    |
| PSUE | PUBLIC SERVICE UTILITY EASEMENT |
| PUE  | PUBLIC UTILITY EASEMENT         |
| RIM  | RIM ELEVATION                   |
| R/W  | RIGHT OF WAY                    |
| SD   | STORM DRAIN                     |
| SDMH | STORM DRAIN MANHOLE             |
| SWK  | SIDEWALK                        |
| TC   | TOP OF CURB                     |
| TDC  | TOP OF DEPRESSED CURB           |
| TFC  | TOP OF FLUSH CURB               |
| TVC  | TOP OF VERTICAL CURB            |

### CONSTRUCTION NOTES

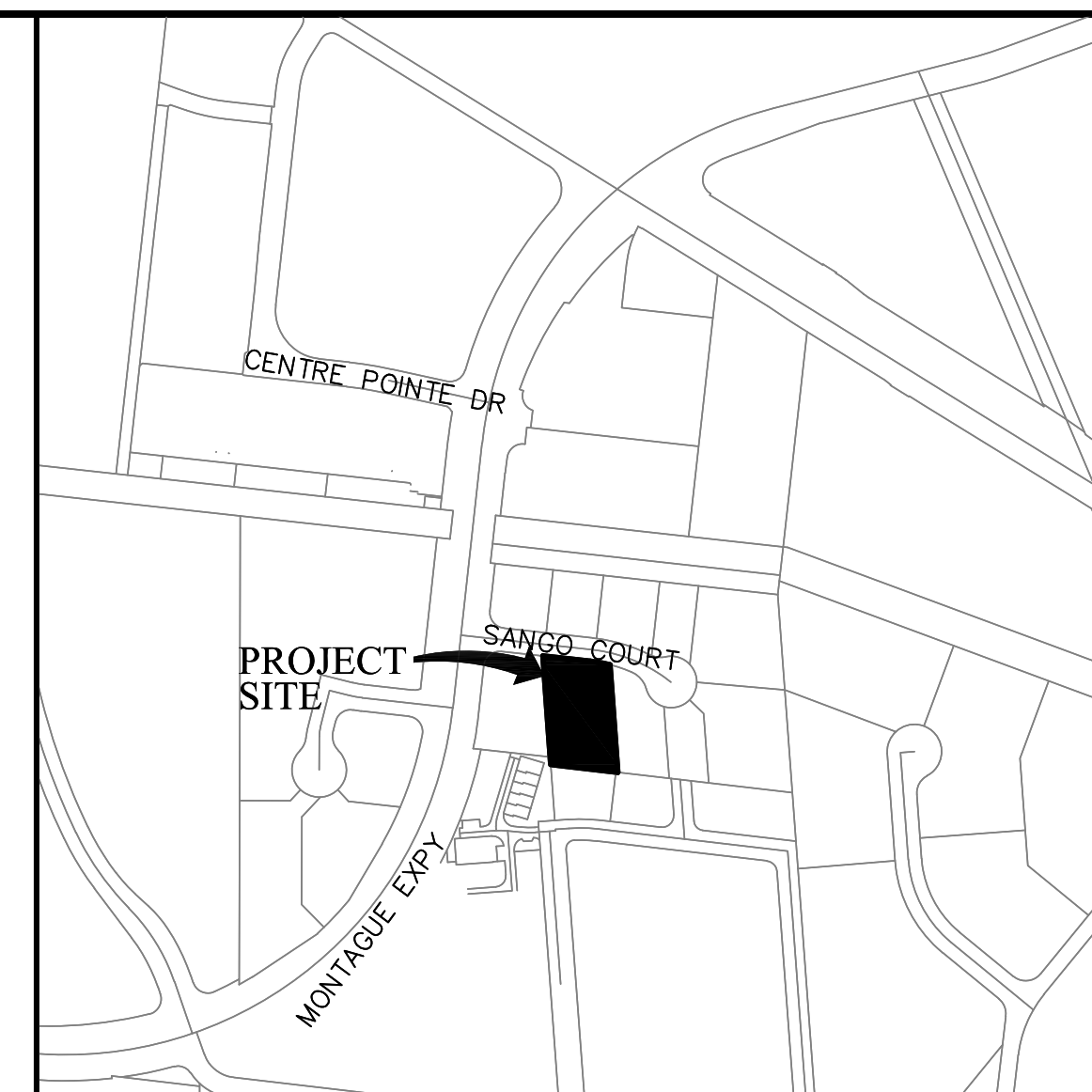
- 1 SAWCUT
- 2 DRIVEWAY
- 3 CURB AND GUTTER
- 4 VERTICAL CURB
- 5 SIDEWALK AND HARDCAPE
- 6 ACCESSIBLE RAMP
- 7 IN-GROUND BIORETENTION BASIN
- 8 FLUSH CURB
- 9 STAIRS
- 10 DEPRESSED CURB AND GUTTER
- 11 FIRE TURNAROUND (ASPHALT PAVEMENT)
- 12 LANDSCAPE AREA (SEE LANDSCAPE PLANS)
- 13 TRENCH DRAIN

**BENCHMARK:**  
SANTA CLARA VALLEY WATER DISTRICT BENCHMARK "BM058", A BRASS DISK IN HEADWALL  
CENTER OF PENITENCIA CREEK, WEST SIDE OF MONTAGUE EXPRESSWAY, BETWEEN CENTRE  
POINTE DRIVE AND SANGO COURT, ELEVATION(NAVD88) = 41.64 FEET.

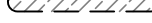


### GRADING NOTES

1. ALL GRADING WILL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER, THE CITY OF MILPITAS STANDARDS AND SPECIFICATIONS, AND APPLICABLE REPORTS REGARDING THIS PROJECT.
2. EXISTING TOPOGRAPHY SHOWN HEREON IS BASED ON FIELD SURVEYS, DATED OCTOBER 2019.
3. PROPOSED GRADES SHOWN HEREON ARE CONCEPTUAL ONLY, AND ARE SUBJECT TO CHANGE DURING FINAL DESIGN.
4. PROPOSED FINISHED FLOOR ELEVATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN, AS STRUCTURAL SECTIONS OF FOUNDATIONS ARE NOT AVAILABLE AT THIS TIME.
5. THE SUBJECT PROPERTY IS IN FLOOD ZONE "AO," ACCORDING TO THE FLOOD INSURANCE RATE MAP, PANEL NUMBER 06085C0067J, REVISED FEBRUARY 19, 2014 AND PANEL NUMBER 06085C0069H, REVISED MAY 18, 2019 FEDERAL EMERGENCY MANAGEMENT AGENCY. ZONE "AO" IS DEFINED AS AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE AND THREE FEET. AVERAGE FLOOD DEPTHS DERIVED FROM DETAILED HYDRAULIC ANALYSES ARE SHOWN IN THIS ZONE.



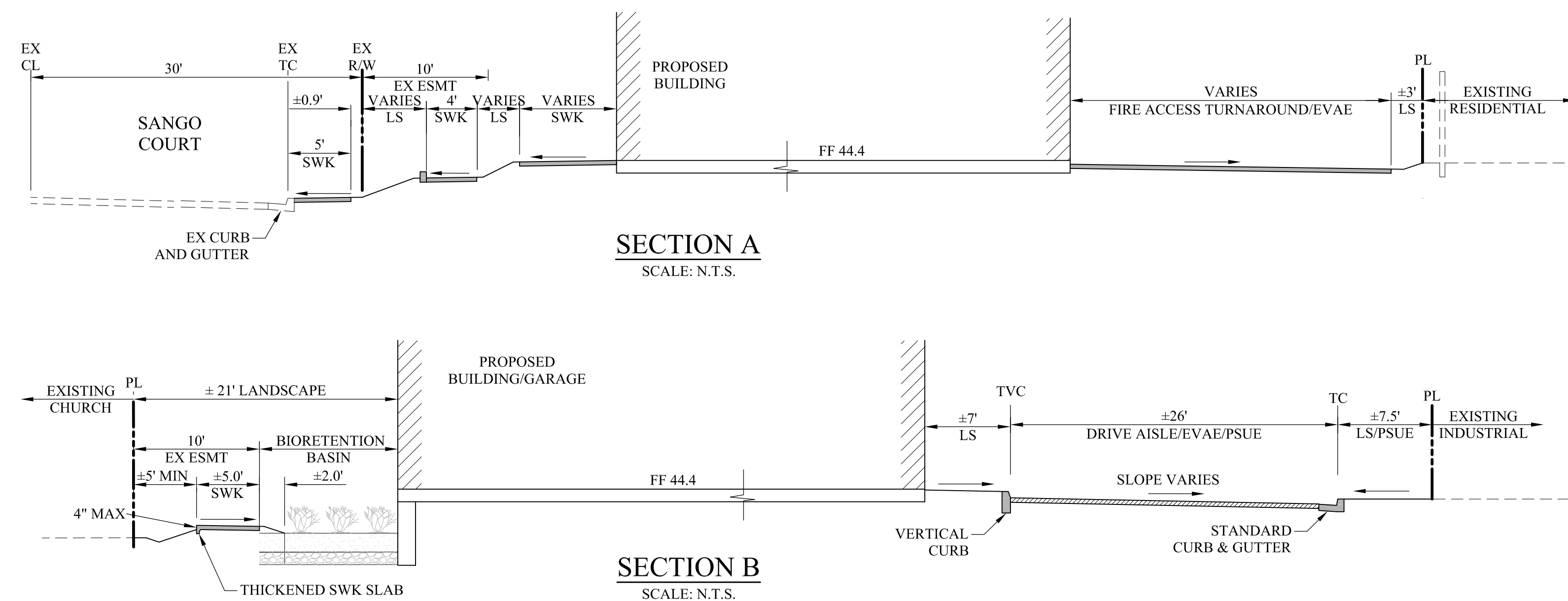
## VICINITY MAP

| <u>PROPOSED</u>                                                                          | <u>DESCRIPTION</u>                      | <u>EXISTING</u>                                                                     |
|------------------------------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------|
| ---                                                                                      | STORM DRAIN SYSTEM                      | ---                                                                                 |
| ----                                                                                     | BOUNDARY                                | ----                                                                                |
| ----                                                                                     | EASEMENT                                | ----                                                                                |
| =====                                                                                    | CURB AND GUTTER                         | =====                                                                               |
|       | STORM DRAIN INLET                       |  |
| x 42.0                                                                                   | SPOT ELEVATION                          | x 41.6                                                                              |
| 0.5%  | SLOPE                                   |                                                                                     |
| FF 44.4                                                                                  | MINIMUM REQUIRED FINISH FLOOR ELEVATION |                                                                                     |
|       | OVERLAND RELEASE                        |                                                                                     |
|     | STORMWATER TREATMENT AREA (BMP)         |                                                                                     |
|     | STORMWATER TREATMENT (MECHANICAL)       |                                                                                     |
|     | STORM DRAIN MANHOLE                     |                                                                                     |
|     | CONCRETE PAVEMENT                       |                                                                                     |
|     | PERVIOUS CONCRETE PAVEMENT              |                                                                                     |
|     | AC PAVEMENT                             |                                                                                     |

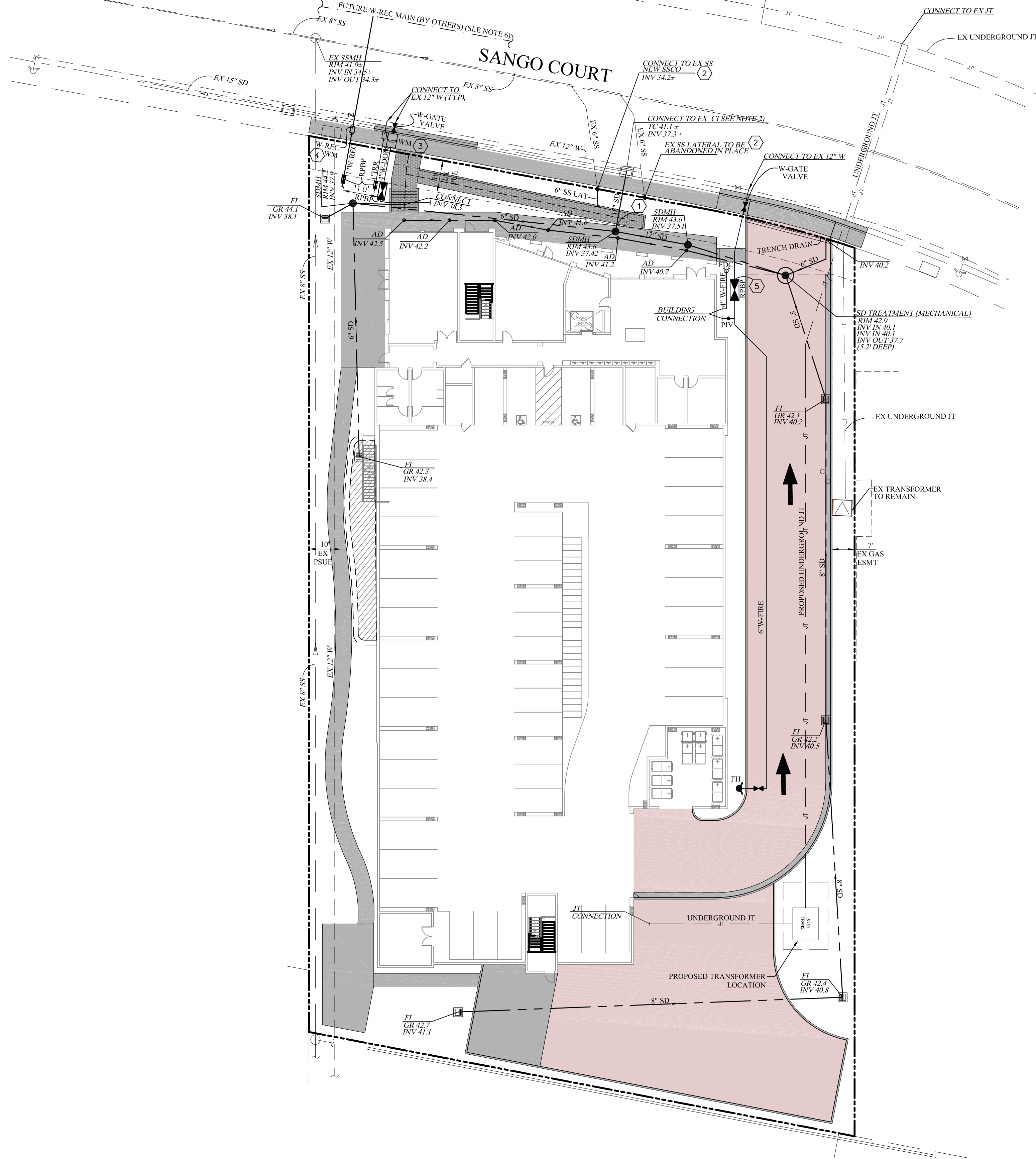
**LEGEND**

----- ACCESSIBLE PATH OF TRAVEL (2% MAX CROSS SLOPE & 5% MAX LONGITUDINAL SLOPE)

-----> POINT OF CONNECTION TO SIDEWALKS ALONG PUBLIC AND PRIVATE STREETS







| PROPOSED | HATCH | DESCRIPTION       |
|----------|-------|-------------------|
|          |       | PERVIOUS CONCRETE |
|          |       | CONCRETE          |
|          |       | ASPHALT           |

- CONSTRUCTION NOTES:**
- LIMIT OF PUBLIC STORM DRAIN, UPSTREAM STORM DRAIN, MANHOLES AND INLETS TO BE PRIVATELY OWNED AND MAINTAINED.
  - LIMIT OF PUBLIC SANITARY SEWER, SSCO AND UPSTREAM SANITARY SEWER TO BE PRIVATELY OWNED AND MAINTAINED.
  - LIMIT OF PUBLIC DOMESTIC WATER, WATER PIPES, BACKFLOW BEYOND METER TO BE PRIVATELY OWNED AND MAINTAINED.
  - LIMIT OF PUBLIC RECYCLED WATER, WATER PIPES, BACKFLOW BEYOND METER TO BE PRIVATELY OWNED AND MAINTAINED.
  - LIMIT OF PUBLIC FIRE WATER, WATER PIPES, BACKFLOW, FDC, PIV AND HYDRANT TO BE PRIVATELY OWNED AND MAINTAINED.

| FACILITIES                                 | OWNERSHIP/OPERATION/MAINTENANCE       |
|--------------------------------------------|---------------------------------------|
| PUBLIC STREETS WET UTILITIES (SANGO COURT) | CITY OF MILPITAS                      |
| PRIVATE STORM DRAIN                        | PRIVATE OWNER                         |
| PRIVATE WATER                              | PRIVATE OWNER                         |
| PRIVATE SANITARY SEWER                     | PRIVATE OWNER                         |
| PRIVATE RECYCLED WATER                     | PRIVATE OWNER                         |
| JOINT TRENCH                               | PACIFIC GAS AND ELECTRIC COMPANY/AT&T |
| SOLID WASTE                                | MILPITAS SANITATION                   |
| PUBLIC RECYCLED WATER                      | SOUTH BAY RECYCLING                   |

**UTILITY PROVIDER CONTACT INFORMATION**

SOUTH BAY RECYCLING  
ENVIRONMENTAL SERVICES, MUNICIPAL WATER SYSTEM  
3025 TUERS ROAD  
SAN JOSE, CA 95121  
(408) 277-3671

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT  
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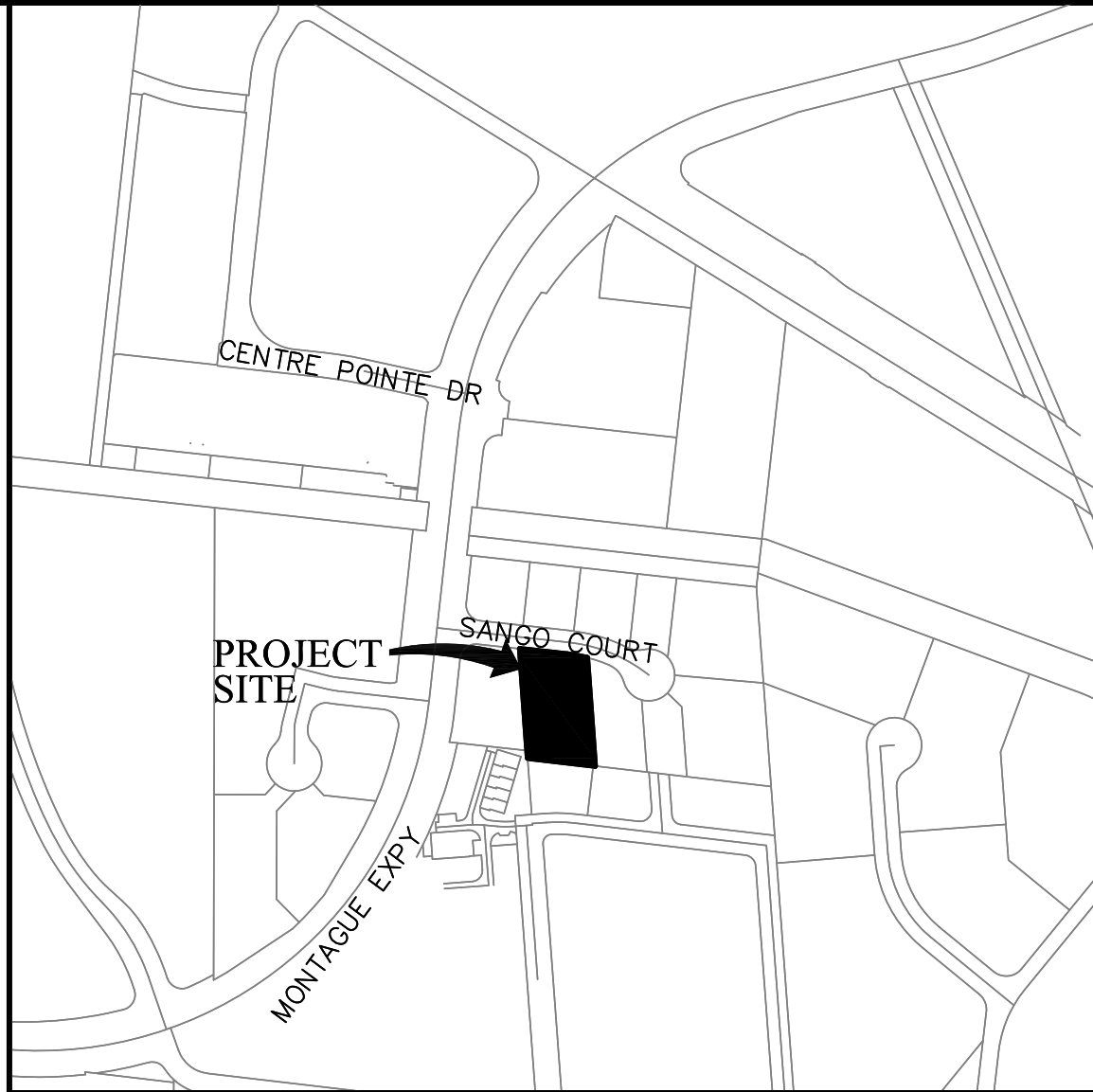
SANTA CLARA VALLEY WATER DISTRICT  
5750 ALMADEN EXPWY  
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**VICINITY MAP**

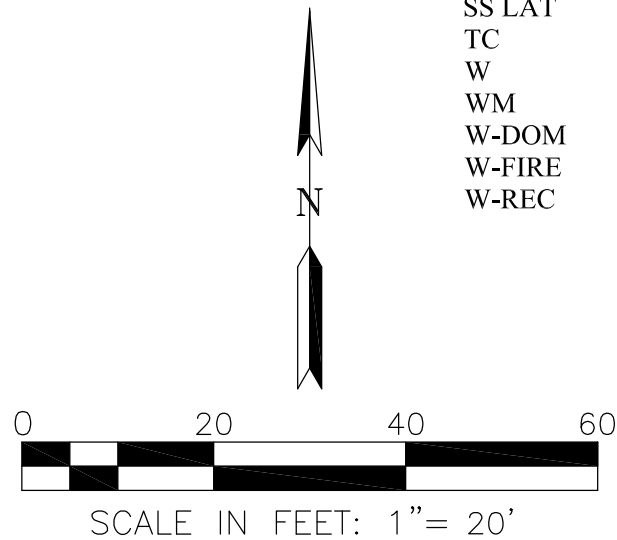
| PROPOSED | DESCRIPTION                     | EXISTING |
|----------|---------------------------------|----------|
|          | WATER SYSTEM                    |          |
|          | STORM DRAIN SYSTEM              |          |
|          | SANITARY SEWER                  |          |
|          | BOUNDARY                        |          |
|          | EASEMENT                        |          |
|          | STORM DRAIN INLET               |          |
|          | STORMWATER TREATMENT AREA (BMP) |          |
|          | MECHANICAL STORM WATER UNIT     |          |
|          | STORM DRAIN MANHOLE             |          |
|          | DIRECTION OF FLOW               |          |
|          | FIRE HYDRANT                    |          |

**UTILITY NOTES**

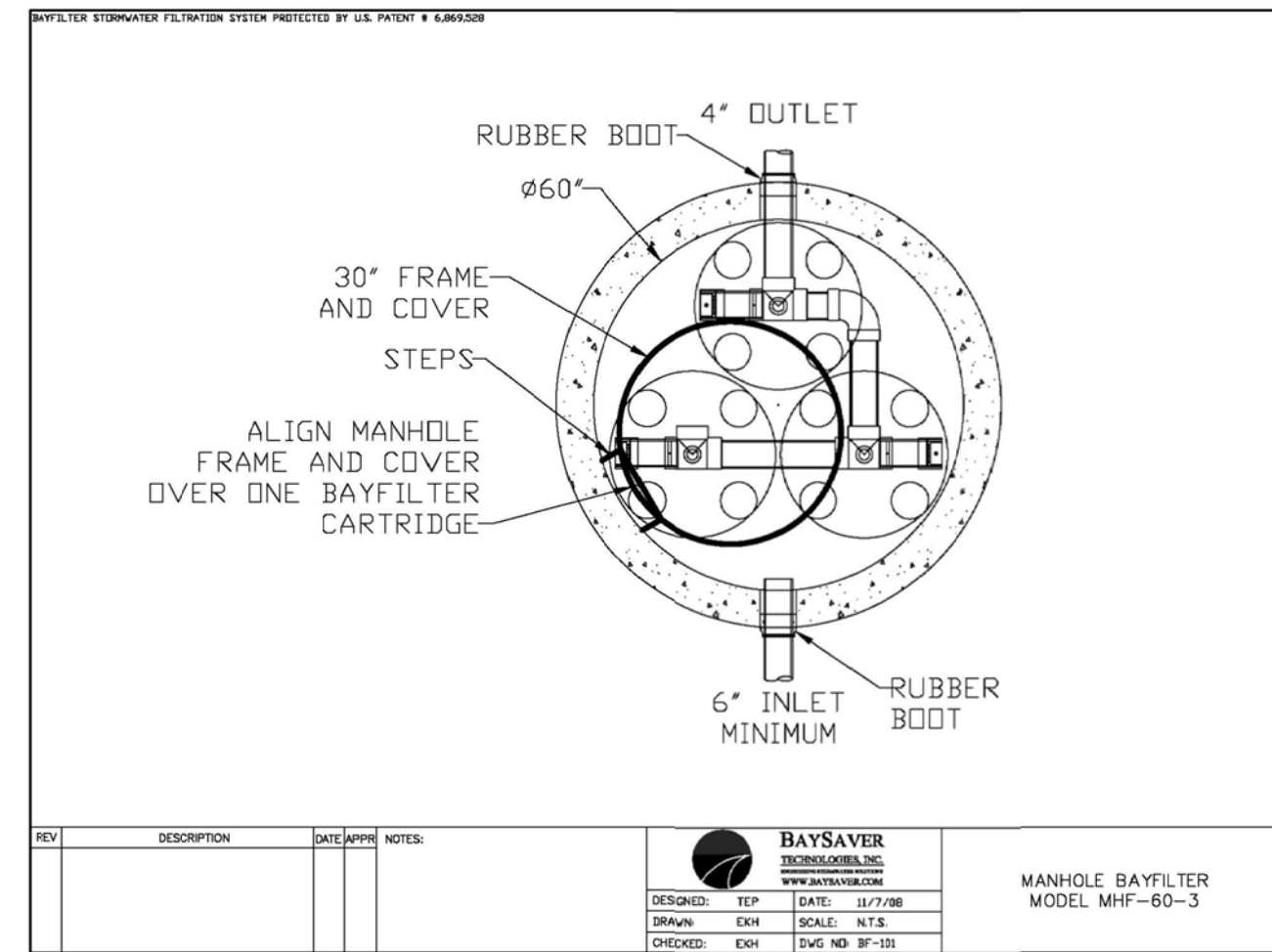
- PROPOSED UTILITY PIPE LOCATIONS, SIZES, SLOPES, ELEVATIONS AND CONNECTIONS SHOWN HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE WITH THE FINAL DESIGN.
- PROPOSED STORM DRAIN AND TREATMENT FACILITY SHOWN HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE WITH THE FINAL DESIGN.
- ALL INLETS SHALL BE MARKED "NO DUMPING! FLOWS TO BAY".
- WATER AND RECYCLED WATER SHALL BE POLYVINYL CHLORIDE (PVC) (SCHEDULE 40 FOR PIPES UP TO 4" OR C900 FOR PIPES 6" AND LARGER). ALL WATER MAINS AND SERVICE CONNECTIONS SHALL BE PERFORMED VIA CUT IN TEE METHOD. HANDLING AND DISPOSAL OF ACP PIPE SHALL BE DONE PER SAFETY REQUIREMENTS AT THE TIME OF THIS PROPOSED SCOPE OF WORK.
- STORM DRAIN AND SANITARY SEWER SHALL BE POLYVINYL CHLORIDE (PVC).
- A NEW 8-INCH RECYCLED WATER MAIN LINE BY OTHERS SHALL BE INSTALLED ALONG THE CITY'S PREFERRED ALIGNMENT, AS DESCRIBED BELOW, OR AN ALIGNMENT THE CITY IDENTIFIES AS THE MOST FEASIBLE ROUTE FOR THE RECYCLED WATER MAIN LINE. THE CITY'S PREFERRED ALIGNMENT IS, BEGINNING ON SANGO COURT AT THE END OF THE CUL-DE-SAC TO MONTAGUE EXPRESSWAY AND SHALL CONNECT TO THE EXISTING RECYCLED WATER MAIN LINE ON MONTAGUE EXPRESSWAY.
- PROPOSED JOINT TRENCH IS PRELIMINARY AND SUBJECT TO CHANGE WITH THE FINAL DESIGN.

**ABBREVIATIONS**

|        |                                 |
|--------|---------------------------------|
| BFP    | BACKFLOW PREVENTOR              |
| CI     | CURB INLET                      |
| ESMT   | EASEMENT                        |
| EX     | EXISTING                        |
| FDC    | FIRE DEPARTMENT CONNECTION      |
| FH     | FIRE HYDRANT                    |
| FI     | FIELD INLET                     |
| GR     | GRATE ELEVATION                 |
| INV    | INVERT ELEVATION                |
| PIV    | PRESSURE INDICATING VALVE       |
| PSUE   | PUBLIC SERVICE UTILITY EASEMENT |
| PUE    | PUBLIC UTILITY EASEMENT         |
| RIM    | RIM ELEVATION                   |
| SD     | STORM DRAIN                     |
| SDMH   | STORM DRAIN MANHOLE             |
| SS     | SANITARY SEWER                  |
| SSCO   | SANITARY SEWER CLEANOUT         |
| SS LAT | SANITARY SEWER LATERAL          |
| TC     | TOP OF CURB                     |
| W      | WATER                           |
| WM     | WATER METER                     |
| W-DOM  | DOMESTIC WATER                  |
| W-FIRE | FIRE WATER                      |
| W-REC  | RECYCLED WATER                  |



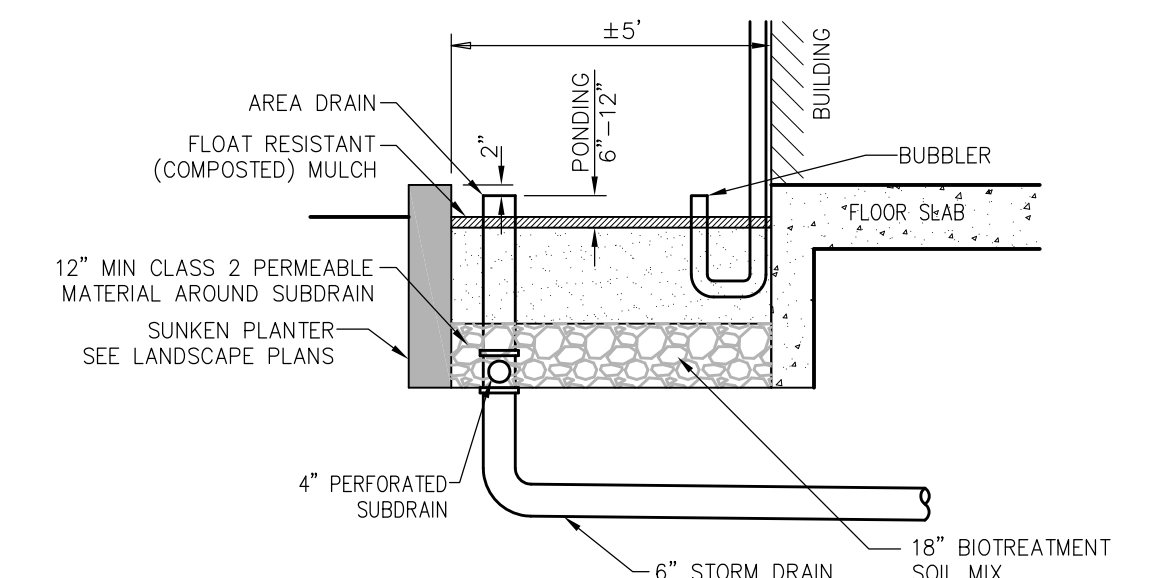
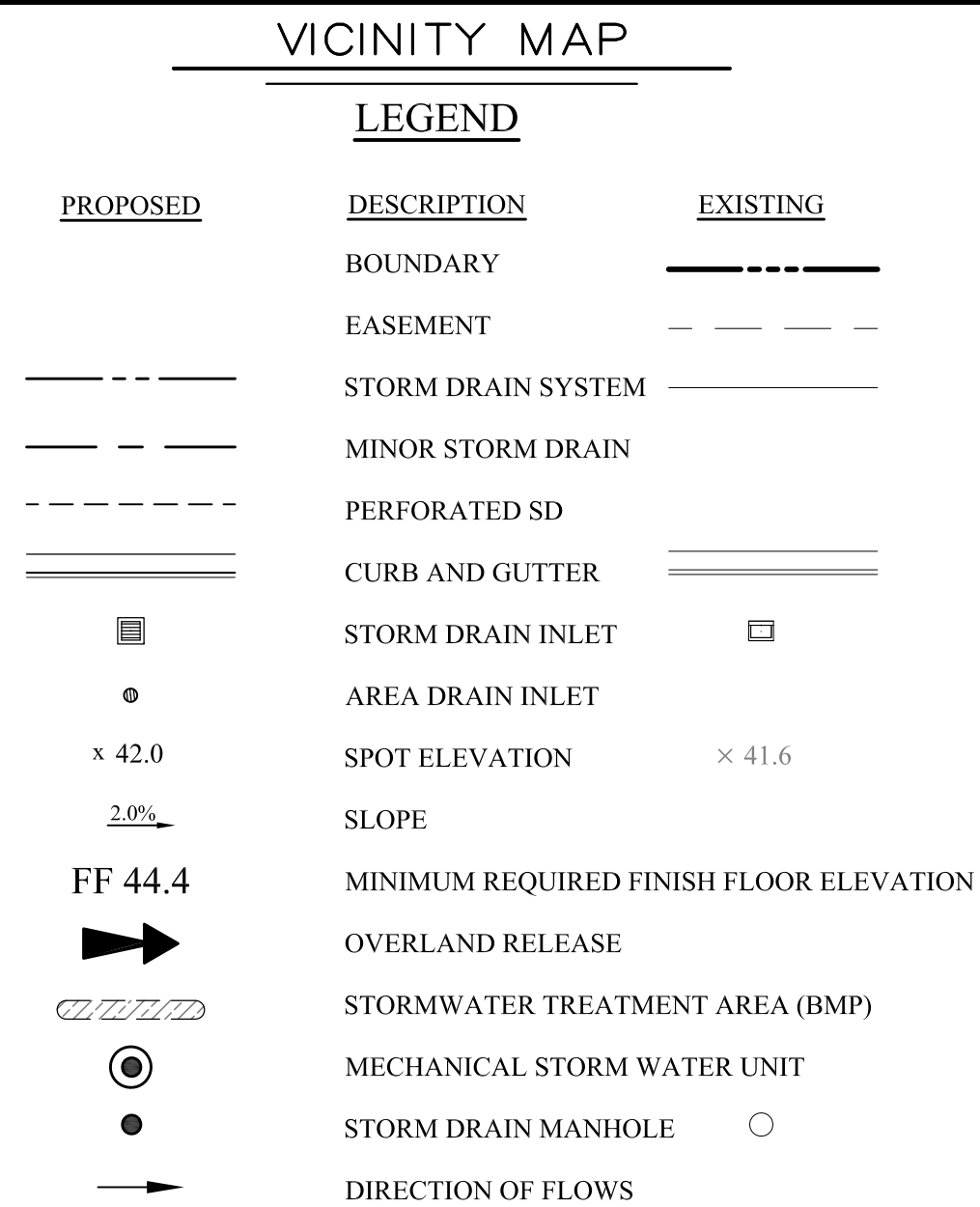




|                                                                                      |                        |
|--------------------------------------------------------------------------------------|------------------------|
|                                                                                      | <u>HATCH</u>           |
|   | DRAINAGE AREA NUMBER   |
| <b>TA(X)</b>                                                                         | TREATMENT AREA NUMBER  |
|   | DRAINAGE AREA BOUNDARY |
|   | BIOTREATMENT AREA      |
|   | PERVIOUS CONCRETE      |
|   | CONCRETE               |
|   | ASPHALT                |
|   | BUILDING ROOF AREA     |
|  | SELF RETAINING AREA    |

1. ALL GRADING WILL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER, THE CITY OF MILPITAS STANDARDS AND SPECIFICATIONS, AND APPLICABLE REPORTS REGARDING THIS PROJECT.
2. EXISTING TOPOGRAPHY SHOWN HEREON IS BASED ON FIELD SURVEYS, DATED OCTOBER 2019.
3. THE SUBJECT PROPERTY IS IN FLOOD ZONE "AO". ACCORDING TO THE FLOOD INSURANCE RATE MAP, PANEL NUMBER 06085C0067, REVISED FEBRUARY 19, 2014 AND PANEL NUMBER 06085C0069H, REVISED MAY 18, 2019 FEDERAL EMERGENCY MANAGEMENT AGENCY, ZONE "AO" IS DEFINED AS AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE AND THREE FEET. AVERAGE FLOOD DEPTHS DERIVED FROM DETAILED HYDRAULIC ANALYSES ARE SHOWN IN THIS ZONE.
4. THE PROJECT IS LOCATED WITHIN THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) JURISDICTION. STORM WATER RUNOFF MANAGEMENT SHALL ADHERE TO THE CRITERIA IDENTIFIED IN THE "C.3 STORMWATER HANDBOOK" DATED JUNE 2016.
5. STORMWATER FACILITIES WERE DESIGNED PER THE SCVURPPP AND CITY OF MILPITAS STORMWATER C.3 GUIDEBOOK DATED OCTOBER 2005.
6. THIS PRELIMINARY STORMWATER CONTROL PLAN AND CALCULATIONS ARE CONCEPTUAL AND SUBJECT TO REVISION BASED ON FINAL DESIGN.
7. ALL STORMWATER CONTROL CALCULATIONS SHOWN HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.

| PIPE DIA<br>(IN) | SLOPE<br>(FT/FT) | MANNING'S<br>N | PIPE AREA<br>(SF) | HYDRAULIC<br>RADIUS (FT) | PIPE FLOW<br>(CFS) |
|------------------|------------------|----------------|-------------------|--------------------------|--------------------|
| 12               | 0.005            | 0.010          | 0.79              | 0.25                     | 3.28               |



NO SCALE

BMP CALCULATIONS  
STORMWATER RUNOFF MANAGEMENT

| VOLUME BASED CALCULATIONS |                |                         |                          |
|---------------------------|----------------|-------------------------|--------------------------|
| TRIBUTARY AREA            | TRIBUTARY AREA | TREATMENT AREA REQUIRED | TREATMENT AREA AVAILABLE |
| ID                        | (SF)           | (SF)                    | (SF)                     |
| 1                         | 9,000          | 360                     | 410                      |

| FLOW BASED CALCULATIONS |                |                         |                          |
|-------------------------|----------------|-------------------------|--------------------------|
| TRIBUTARY AREA          | TRIBUTARY AREA | TREATMENT FLOW REQUIRED | TREATMENT FLOW AVAILABLE |
| ID                      | (SF)           | (CFS)                   | (CFS)                    |
| 2                       | 36,200         | 0.143                   | *                        |

\*Mechanical Treatment System provides 0.20-cfs flow and exceeds the required treatment flow.

| SELF RETAINING CALCULATIONS |                |                           |                            |
|-----------------------------|----------------|---------------------------|----------------------------|
| TRIBUTARY AREA              | TRIBUTARY AREA | TREATMENT VOLUME REQUIRED | TREATMENT VOLUME AVAILABLE |
| ID                          | (SF)           | (CF)                      | (CF)                       |
| 3                           | 2,290          | 115                       | 115                        |
| 4                           | 1,340          | 184                       | 197                        |



TREE REPLACEMENT RATIO TABLE

(3) TREES TO BE REMOVED

(18) TREES ARE PROPOSED TO BE PLANTED ON THE GROUND LEVEL

TREES THAT ARE CONSIDERED NON-PROTECTED, CAN BE REMOVED AND REPLACED AT A 1:1 RATIO.



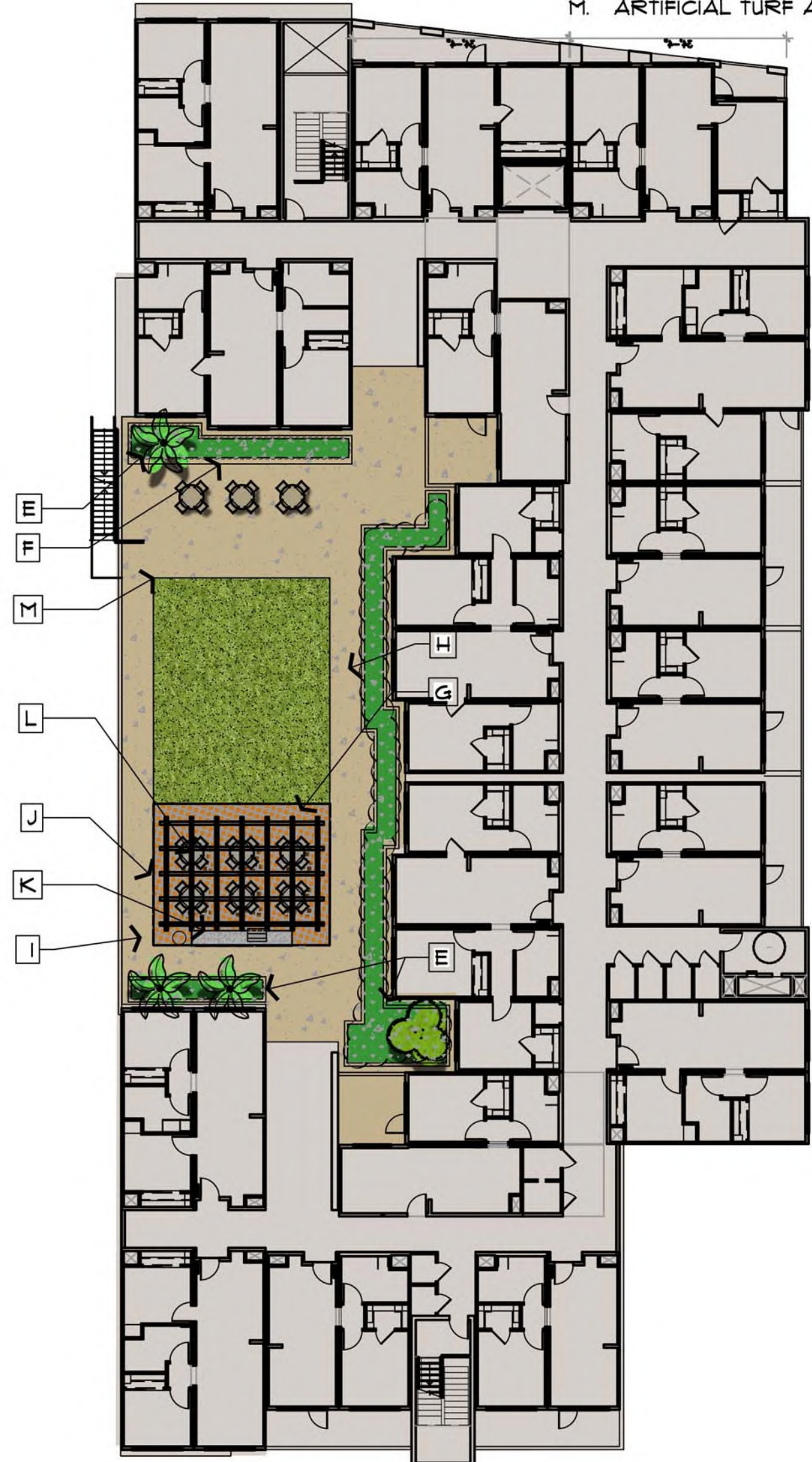
GROUND LEVEL

GROUND LEVEL NOTES:

- A. SCREEN THE BACK FLOW PREVENTERS AND OTHER UTILITIES WITH PLANT MATERIAL WHERE ABLE
- B. PER THE CITY REQUEST, NO TREES ARE LOCATED WITHIN THE PUE ALONG THE PROJECT FRONTAGE
- C. PARKING LOT SHADE TREES
- D. FLOW THROUGH PLANTER WITH STORM WATER MANAGEMENT PLANTINGS

PODIUM PLAN NOTES:

- E. 18" HIGH RAISED PLANTER
- F. THE FRONT EDGE OF THE PLANTER FUNCTIONS AS SEATING
- G. PAVERS OR STAMPED CONCRETE INTERIOR SPACE
- H. ACCENT PAVING WITH ALTERNATE COLOR, 'DEX-O-TEX' OR EQUAL, COLOR TBD
- I. BASE (NØ) COLOR PERIMETER
- J. SHADE STRUCTURE
- K. GAS BARBEQUE WITH COUNTER AND SEATING
- L. PICNIC TABLE, STYLE AND MFGR TBD
- M. ARTIFICIAL TURF ACTIVITY AREA

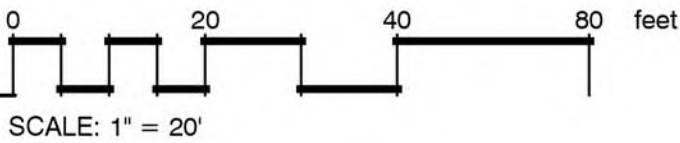


PODIUM LEVEL

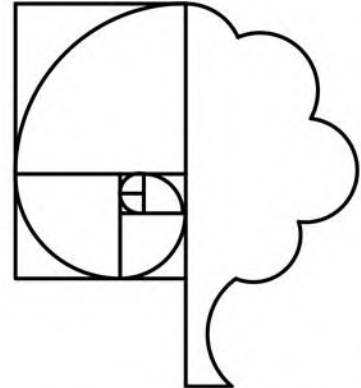
PLANT SCHEDULE

| TREES                                 | BOTANICAL NAME                        | COMMON NAME                        | SIZE             | PFF |
|---------------------------------------|---------------------------------------|------------------------------------|------------------|-----|
| ARCHONTOPHOENIX CUNNINGHAMIANA        | ARCHONTOPHOENIX CUNNINGHAMIANA        | KING PALM                          | 15' BB           | M   |
| GINKGO BILOBA 'PRINCETON SENTRY'      | GINKGO BILOBA 'PRINCETON SENTRY'      | PRINCETON SENTRY GINKGO            | 24"              | M   |
| HOWEA FORSTERIANA                     | HOWEA FORSTERIANA                     | KENTIA PALM MULTI-TRUNK            | 15 GAL           | M   |
| MAGNOLIA GRANDIFLORA 'LITTLE GEM'     | MAGNOLIA GRANDIFLORA 'LITTLE GEM'     | DWARF SOUTHERN MAGNOLIA            | 15 GAL           | M   |
| PHOENIX ROEBELENI                     | PHOENIX ROEBELENI                     | PIGMY DATE PALM MULTI-TRUNK        | 24"              | L   |
| SYAGRUS ROMANZOFFIANA                 | SYAGRUS ROMANZOFFIANA                 | QUEEN PALM                         | 24"              | L   |
| TRISTANIA LAURINA 'ELEGANT'           | TRISTANIA LAURINA 'ELEGANT'           | ELEGANT WATER GUM                  | 24"              | M   |
| ULMUS PARVIFOLIA 'TRUE GREEN'         | ULMUS PARVIFOLIA 'TRUE GREEN'         | TRUE GREEN ELM                     | 15 GAL           | L   |
| SHRUBS                                |                                       |                                    |                  |     |
| AUCUBA JAPONICA 'NANA'                | AUCUBA JAPONICA 'NANA'                | JAPANESE LAUREL                    | 5 GAL            | M   |
| CERCIS OCCIDENTALIS                   | CERCIS OCCIDENTALIS                   | WESTERN REDBUD MULTI-TRUNK         | 15 GAL           | L   |
| DODONAEA VISCOSA 'PURPUREA'           | DODONAEA VISCOSA 'PURPUREA'           | PURPLE LEAFED HOPSEED BUSH         | 15 GAL           | L   |
| MAHONIA REPENS                        | MAHONIA REPENS                        | CREeping MAHONIA                   | 1 GAL            | L   |
| PITTOSPORUM TOBIRA 'VARIEGATA'        | PITTOSPORUM TOBIRA 'VARIEGATA'        | VARIEGATED MOCK ORANGE             | 5 GAL            | L   |
| PODOCARPUS GRACILIOR                  | PODOCARPUS GRACILIOR                  | FERN PINE                          | 15 GAL           | M   |
| PRUNUS CAROLINANA 'BRIGHT N TIGHT'    | PRUNUS CAROLINANA 'BRIGHT N TIGHT'    | CAROLINA LAUREL CHERRY             | 15 GAL           | L   |
| RHAPHIOLEPIS INDICA 'BALLERINA'       | RHAPHIOLEPIS INDICA 'BALLERINA'       | BALLERINA INDIAN HAWTHORN          | 5 GAL            | L   |
| SARCOCocca RUSCIFOIA                  | SARCOCocca RUSCIFOIA                  | FRAGRANT SARCOCocca                | 5 GAL            | L   |
| GRASSES                               |                                       |                                    |                  |     |
| FESTUCA GLAUCA 'ELIJAH BLUE'          | FESTUCA GLAUCA 'ELIJAH BLUE'          | BLUE FESCUE                        | 1 GAL            | L   |
| MUHLENBERGIA RIGIDA                   | MUHLENBERGIA RIGIDA                   | PURPLE MUHLY                       | 5 GAL            | L   |
| PENNisetum ALOPECUROIDES 'HAMELN'     | PENNisetum ALOPECUROIDES 'HAMELN'     | HAMELN DWARF FOUNTAIN GRASS        | 1 GAL            | L   |
| PERENNIALS                            |                                       |                                    |                  |     |
| ASPIDISTRA ELATOR                     | ASPIDISTRA ELATOR                     | CAST IRON PLANT                    | 5 GAL            | L   |
| CYCAS REVOLUTA                        | CYCAS REVOLUTA                        | JAPANESE SAGO PALM                 | 5 GAL            | M   |
| DIETES VEGETA                         | DIETES VEGETA                         | AFRICAN IRIS                       | 5 GAL            | L   |
| HEMEROCALLIS X 'STELLA DE ORO'        | HEMEROCALLIS X 'STELLA DE ORO'        | STELLA DE ORO DAYLILY              | 1 GAL            | M   |
| IMONUM LATIFOLIUM                     | IMONUM LATIFOLIUM                     | SEA LAVENDER                       | 1 GAL            | L   |
| LIRIOPE SPICATA 'SILVER DRAGON'       | LIRIOPE SPICATA 'SILVER DRAGON'       | CREeping LILY TURF                 | 1 GAL            | L   |
| PHILODENDRON X 'XANADU'               | PHILODENDRON X 'XANADU'               | PHILODENDRON                       | 5 GAL            | M   |
| POLYSTICHUM MUNITUM                   | POLYSTICHUM MUNITUM                   | WESTERN SWORD FERN                 | 5 GAL            | M   |
| SALVIA GREGGII                        | SALVIA GREGGII                        | AUTUMN SAGE                        | 1 GAL            | L   |
| TULBAGHIA VIOLACEA 'TRICOLOR'         | TULBAGHIA VIOLACEA 'TRICOLOR'         | TRICOLOR SOCIETY GARLIC            | 1 GAL            | L   |
| STORM WATER MANAGEMENT PLANTINGS      |                                       |                                    |                  |     |
| CAREX BARBERAE                        | CAREX BARBERAE                        | SANTA BARBARA SEDGE                | 1 GAL            | VL  |
| JUNCUS PATENS 'CARMAN'S GREY'         | JUNCUS PATENS 'CARMAN'S GREY'         | SPREADING RUSH                     | 1 GAL            | VL  |
| VINES                                 |                                       |                                    |                  |     |
| FICUS PUMILA                          | FICUS PUMILA                          | CREeping FIG                       | 5 GAL            | M   |
| GROUND COVERS                         |                                       |                                    |                  |     |
| 3/4 CRUSHED ROCK SONOMA GOLD OR EQUAL | 3/4 CRUSHED ROCK SONOMA GOLD OR EQUAL | 2" DEPTH OVER LANDSCAPE FABRIC --- |                  |     |
| BACCHARIS PILULARIS 'TWIN PEAKS #2'   | BACCHARIS PILULARIS 'TWIN PEAKS #2'   | TWIN PEAKS COYOTE BRUSH            | 1 GAL @ 36" O.C. | L   |
| LANTANA MONTEVIDENSIS 'PURPLE'        | LANTANA MONTEVIDENSIS 'PURPLE'        | TRAILING LANTANA                   | 1 GAL @ 36" O.C. | L   |
| SHRUB & GROUND COVER                  |                                       | PLANTING AREA                      |                  |     |

NOTES:  
PFF = PLANT FACTOR; WUCOLS IV SPECIES EVALUATION LIST, V.2014. WATER USE CLASSIFICATION FOR WUCOLS REGION A NORTH CENTRAL COAST.  
SUNSET ZONE 11, USDA 9B



LANDSCAPE PLAN



THOMAS H. PHELPS  
LANDSCAPE ARCHITECTURE  
THPLA, Inc.

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(530)892-8897 fax (530)892-9588  
thphelps@sbcglobal.net

308 SANGO COURT AFFORDABLE HOUSING PROJECT  
THE PACIFIC COMPANIES  
308 SANGO COURT  
MILPITAS, CALIFORNIA

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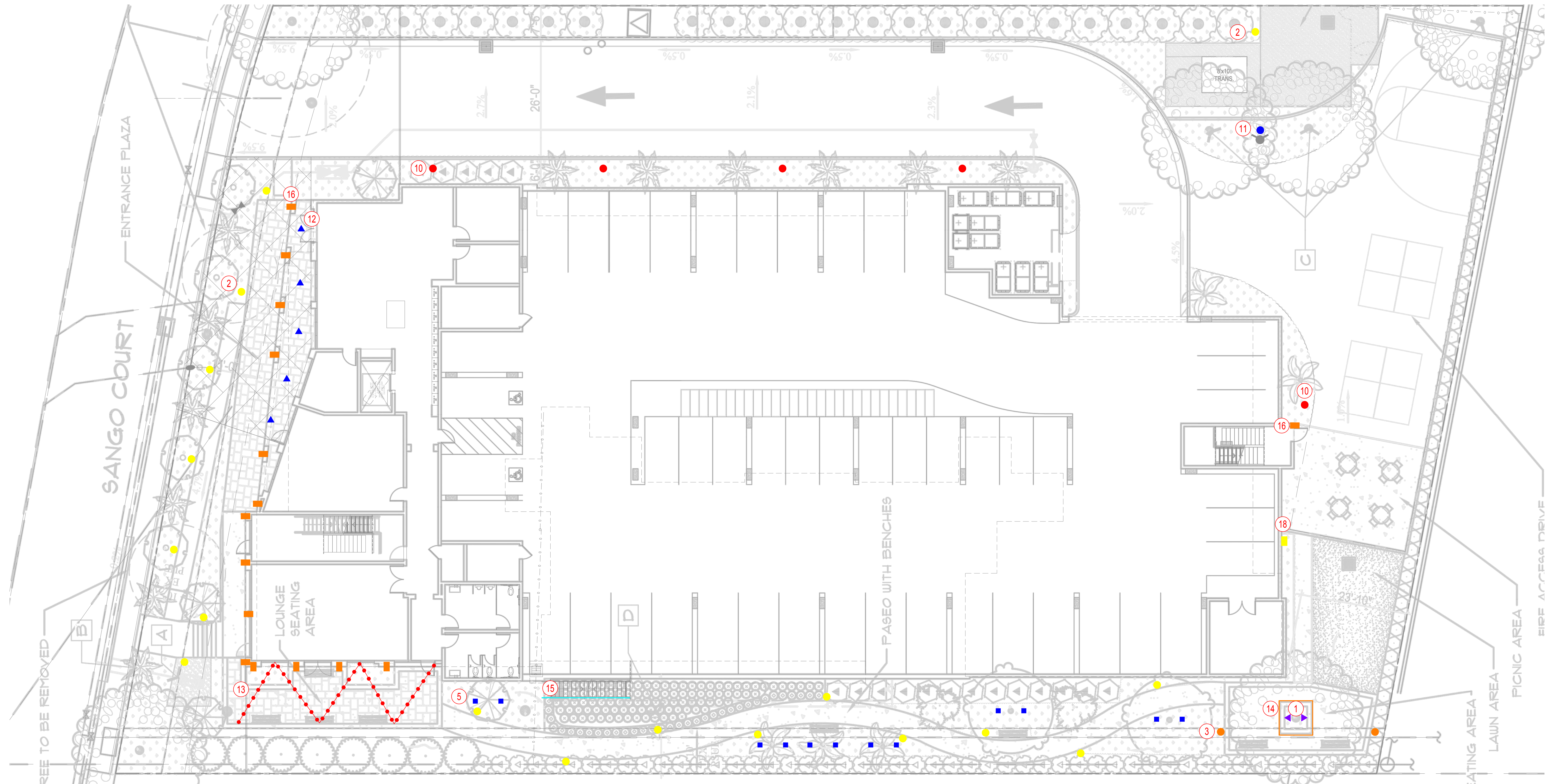
Sheet Title  
LANDSCAPE PLAN



| No. | Date | Revision |
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| 1   |      |          |
| 2   |      |          |
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| 4   |      |          |
| 5   |      |          |

Project Mgr: THP  
Drawn By: THP  
Scale: 1"=20'  
Date: 05.05.2021  
File Name: 19-044 of sheets





# LIGHTING LEGEND

- |                                                                                                  |                                                                  |                                                                |                                                             |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------|
| ① ▲ Type AS1 - Landscape Spike-mounted Adjustable LED Bullet Accent, 3000K                       | ⑥ ■ Type LS1 - Surface-mounted Static Blue Linear LED Striplight | ⑪ ● Type PH1A - 14' Tall Type V LED Area Pole, B3-U2-G2, 3000K | ⑮ ■ Type WS1 - LED Wall-mounted Sconce, 3000K               |
| ② ● Type BH1 - 42" Tall Landscape-mounted LED Area Bollard with Asymmetrical Distribution, 3000K | ⑦ — Type LS2 - Direct View Linear LED Neon Light, 3000K          | ⑫ ▲ Type RD1 - Recessed LED Downlight, 3000K                   | ⑰ ■ Type WS2 - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K  |
| ③ ● Type BH1A - 42" Tall Landscape-mounted LED Area Bollard with Symmetrical Distribution, 3000K | ⑧ — Type LS3 - Linear LED Wall Washer, 3000K                     | ⑬ ... Type SC1 - Suspended Linear LED Festoon String, 3000K    | ⑱ ■ Type WS2A - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K |
| ④ ▲ Type FS1 - LED BBQ Light, 3000K                                                              | ⑨ ▲ Type PD1 - LED Trellis Pendant, 3000K                        | ⑭ ■ Type SS1 - LED Halo Light, 3000K                           |                                                             |
| ⑤ ■ Type GL1 - Landscape-mounted in-grade Adjustable LED Uplight, 3000K                          | ⑩ ● Type PH1 - 14' Tall Type III LED Area Pole, B1-U2-G2, 3000K  | ⑮ — Type SZ1 - LED Handrail Lighting, 3000K                    |                                                             |

## GROUND LEVEL SITE LIGHTING PLAN

## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

520 CAPITOL MALL, SUITE 150, SACRAMENTO, CA 95814

LIGHTING CONSULTANT

LIGHTINGDESIGNALLIANCE

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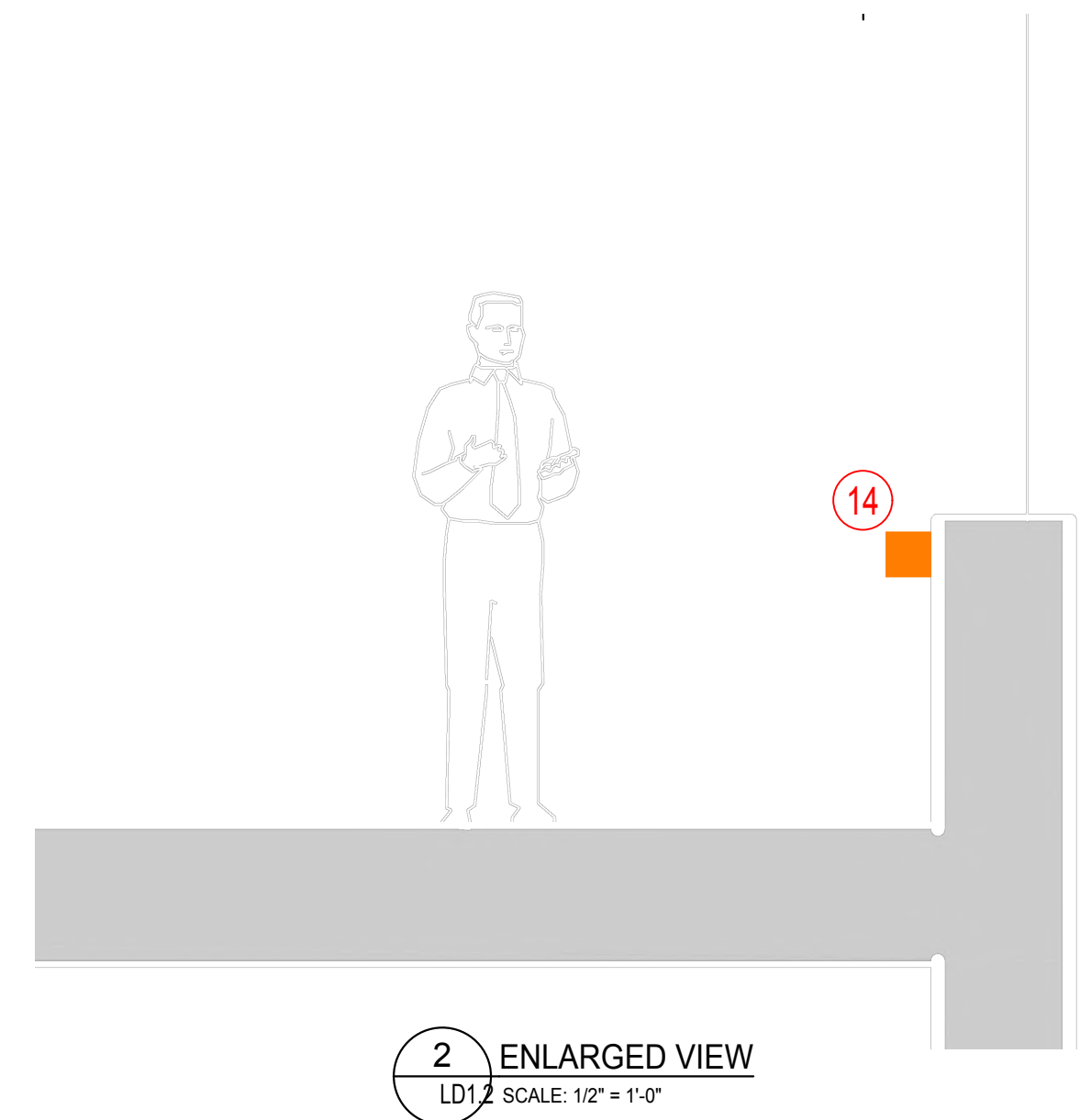
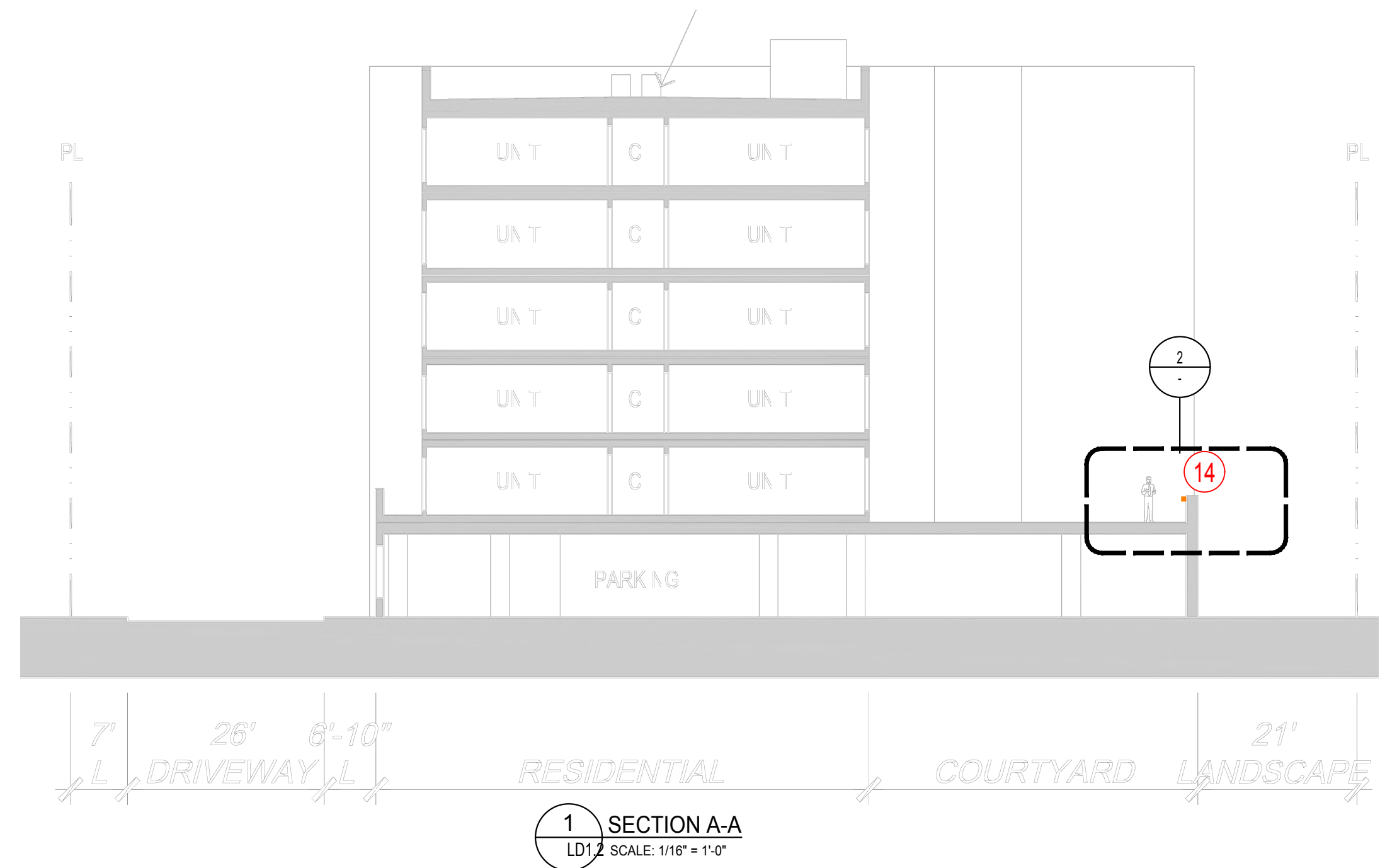
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144 NORTH ORANGE ST., ORANGE, CA 92866  
(714) 639-9860

DATE: 01-15-21  
JOB NO.: 2018-042

LD1.1

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#### LIGHTING LEGEND

- |                                                                                                  |                                                                  |                                                                |                                                             |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------|
| ① ▲ Type AS1 - Landscape Spike-mounted Adjustable LED Bullet Accent, 3000K                       | ⑥ ■ Type LS1 - Surface-mounted Static Blue Linear LED Striplight | ⑪ ● Type PH1A - 14' Tall Type V LED Area Pole, B3-U2-G2, 3000K | ⑮ ■ Type WS1 - LED Wall-mounted Sconce, 3000K               |
| ② ● Type BH1 - 42" Tall Landscape-mounted LED Area Bollard with Asymmetrical Distribution, 3000K | ⑦ ■ Type LS2 - Direct View Linear LED Neon Light, 3000K          | ⑫ ▲ Type RD1 - Recessed LED Downlight, 3000K                   | ⑰ ■ Type WS2 - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K  |
| ③ ● Type BH1A - 42" Tall Landscape-mounted LED Area Bollard with Symmetrical Distribution, 3000K | ⑧ ■ Type LS3 - Linear LED Wall Washer, 3000K                     | ⑬ ●●● Type SC1 - Suspended Linear LED Festoon String, 3000K    | ⑱ ■ Type WS2A - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K |
| ④ ▲ Type FS1 - LED BBQ Light, 3000K                                                              | ⑨ ▲ Type PD1 - LED Trellis Pendant, 3000K                        | ⑭ ■ Type SS1 - LED Halo Light, 3000K                           |                                                             |
| ⑤ ■ Type GL1 - Landscape-mounted in-grade Adjustable LED Uplight, 3000K                          | ⑩ ● Type PH1 - 14' Tall Type III LED Area Pole, B1-U2-G2, 3000K  | ⑮ ■ Type SZ1 - LED Handrail Lighting, 3000K                    |                                                             |

PODIUM LEVEL SITE LIGHTING PLAN

## 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

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NO SPILL LIGHT TO ADJACENT PUBLIC ROADWAY.  
LIMITED SPILL LIGHT TO ADJACENT PUBLIC SIDEWALK.

NO SPILL LIGHT TO ADJACENT PROPERTY.

### LIGHTING LEGEND

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2

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- 11

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- 16

17

18
- Type AS1 - Landscape Spike-mounted Adjustable LED Bullet Accent, 3000K

Type BH1 - 42" Tall Landscape-mounted LED Area Bollard with Asymmetrical Distribution, 3000K

Type BH1A - 42" Tall Landscape-mounted LED Area Bollard with Symmetrical Distribution, 3000K

Type FS1 - LED BBQ Light, 3000K

Type GL1 - Landscape-mounted in-grade Adjustable LED Uplight, 3000K
- Type LS1 - Surface-mounted Static Blue Linear LED Striplight

Type LS2 - Direct View Linear LED Neon Light, 3000K

Type LS3 - Linear LED Wall Washer, 3000K

Type PD1 - LED Trellis Pendant, 3000K

Type PH1 - 14' Tall Type III LED Area Pole, B1-U2-G2, 3000K
- Type PH1A - 14' Tall Type V LED Area Pole, B3-U2-G2, 3000K

Type RD1 - Recessed LED Downlight, 3000K

Type SC1 - Suspended Linear LED Festoon String, 3000K

Type SS1 - LED Halo Light, 3000K

Type SZ1 - LED Handrail Lighting, 3000K
- Type WS1 - LED Wall-mounted Sconce, 3000K

Type WS2 - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K

Type WS2A - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K

| Calculation Summary      |             |       |      |      |     |         |
|--------------------------|-------------|-------|------|------|-----|---------|
| Label                    | CalcType    | Units | Avg  | Max  | Min | Avg/Min |
| ADJACENT PROPERTIES AREA | Illuminance | Fc    | 0.00 | 0.0  | 0.0 | N.A.    |
| ADJACENT PUBLIC STREET   | Illuminance | Fc    | 0.04 | 0.3  | 0.0 | N.A.    |
| DOG PARK                 | Illuminance | Fc    | 1.22 | 3.6  | 0.3 | 4.07    |
| ENTRANCE PLAZA           | Illuminance | Fc    | 5.93 | 18.2 | 0.3 | 19.77   |
| ENTRY DRIVE              | Illuminance | Fc    | 1.91 | 5.2  | 0.1 | 19.10   |
| FIRE TURNAROUND          | Illuminance | Fc    | 1.08 | 5.0  | 0.1 | 10.80   |
| LOUNGE SEATING AREA      | Illuminance | Fc    | 3.37 | 28.3 | 0.5 | 6.74    |
| PATH_3                   | Illuminance | Fc    | 1.61 | 3.9  | 0.4 | 4.03    |
| PATH_BUILDING NORTH      | Illuminance | Fc    | 2.50 | 15.5 | 0.4 | 6.25    |
| PATH_BUILDING NORTHEAST  | Illuminance | Fc    | 3.18 | 7.0  | 2.0 | 1.59    |
| PATH_BUILDING SOUTH      | Illuminance | Fc    | 5.19 | 10.9 | 1.3 | 3.99    |
| PICNIC AREA              | Illuminance | Fc    | 3.98 | 15.8 | 0.5 | 7.96    |
| PLANTING AREA            | Illuminance | Fc    | 0.57 | 2.0  | 0.1 | 5.70    |
| SEATING AREA             | Illuminance | Fc    | 2.05 | 4.4  | 0.7 | 2.93    |
| PASEO                    | Illuminance | Fc    | 1.72 | 4.4  | 0.4 | 4.30    |

### GROUND LEVEL SITE PHOTOMETRIC CALCULATION

DATE: 01-15-21  
JOB NO.: 2018-042



THE PACIFIC COMPANIES

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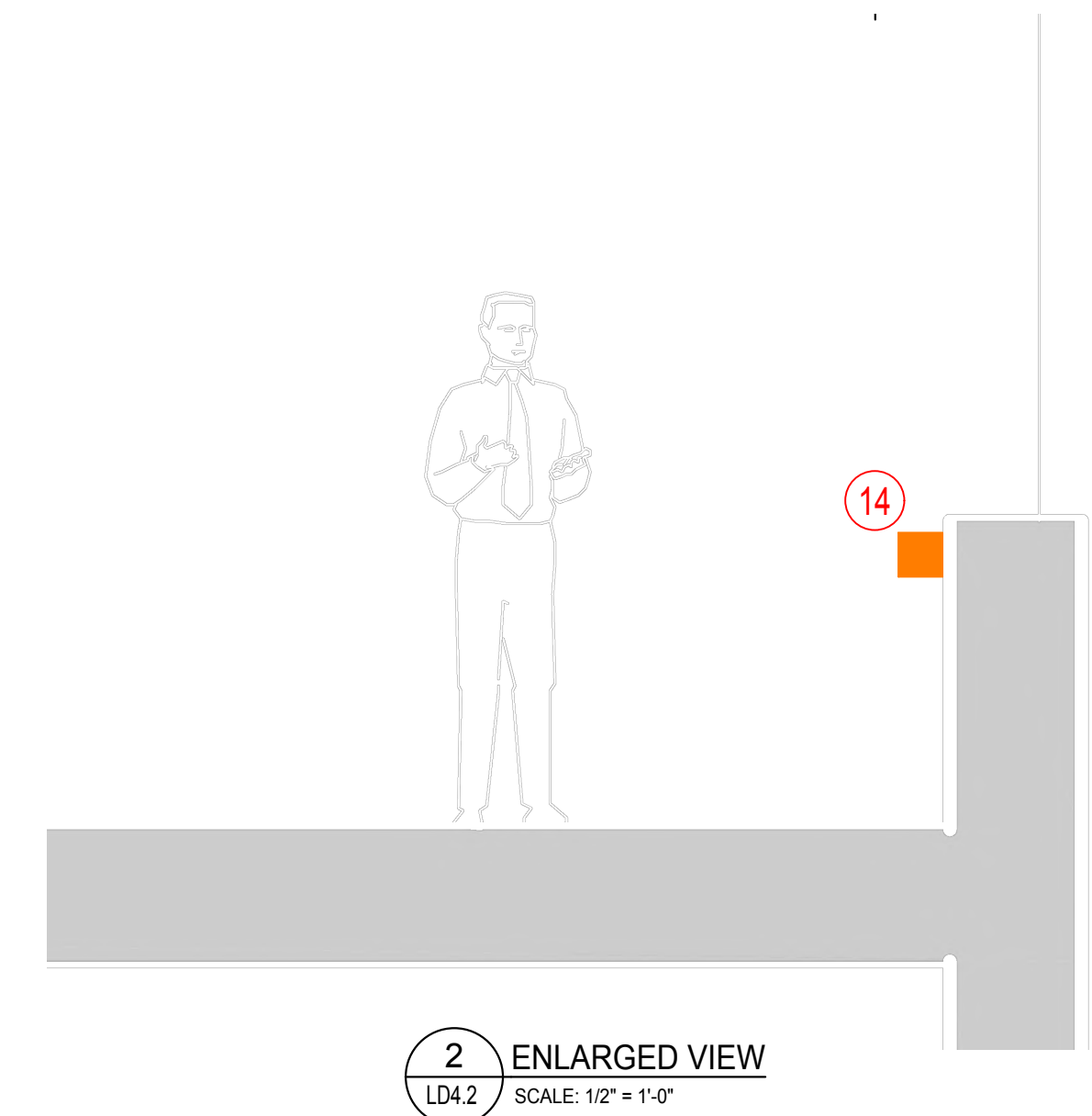
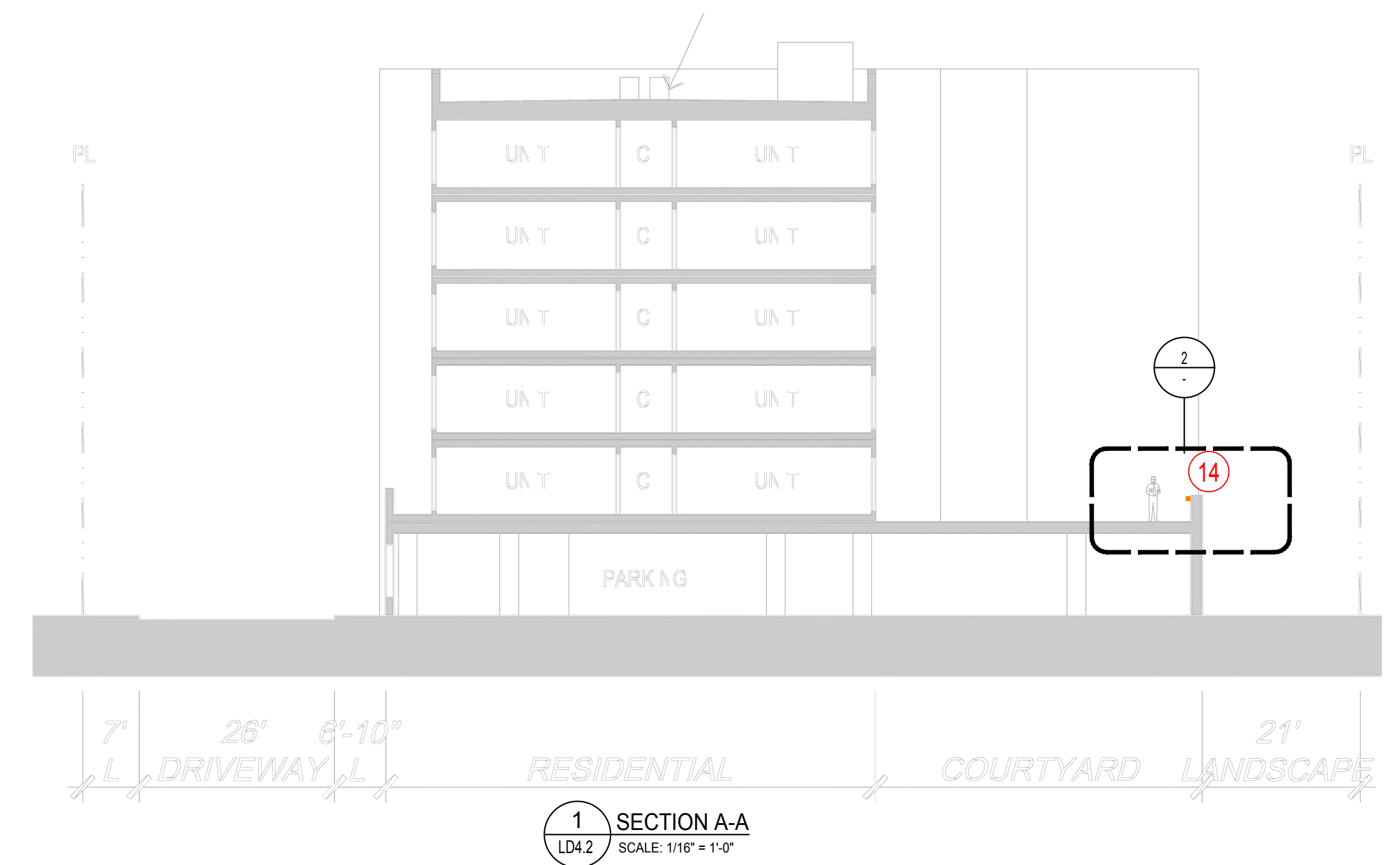
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## LIGHTING LEGEND

- |                                                                                                  |                                                                  |                                                                |                                                            |                                                            |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|
| ① ▲ Type AS1 - Landscape Spike-mounted Adjustable LED Bullet Accent, 3000K                       | ⑥ ■ Type LS1 - Surface-mounted Static Blue Linear LED Striplight | ⑪ ● Type PH1A - 14' Tall Type V LED Area Pole, B3-U2-G2, 3000K | ⑬ ● Type SC1 - Suspended Linear LED Festoon String, 3000K  | ⑮ ■ Type WS1 - LED Wall-mounted Sconce, 3000K              |
| ② ● Type BH1 - 42" Tall Landscape-mounted LED Area Bollard with Asymmetrical Distribution, 3000K | ⑦ ■ Type LS2 - Direct View Linear LED Neon Light, 3000K          | ⑫ ▲ Type RD1 - Recessed LED Downlight, 3000K                   | ⑭ ● Type SS1 - LED Halo Light, 3000K                       | ⑯ ■ Type WS2 - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K |
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| ④ ▲ Type FS1 - LED BBQ Light, 3000K                                                              | ⑨ ▲ Type PD1 - LED Trellis Pendant, 3000K                        | ⑮ ■ Type WS2 - LED Wall-mounted Wall Pack, B1-U0-G2, 3000K     |                                                            |                                                            |
| ⑤ ■ Type GL1 - Landscape-mounted in-grade Adjustable LED Uplight, 3000K                          | ⑩ ● Type PH1 - 14' Tall Type III LED Area Pole, B1-U2-G2, 3000K  |                                                                |                                                            |                                                            |

NO SPILL LIGHT TO ADJACENT PROPERTY.

| Calculation Summary |             |       |      |      |     |         |
|---------------------|-------------|-------|------|------|-----|---------|
| Label               | CalcType    | Units | Avg  | Max  | Min | Avg/Min |
| Podium              | Illuminance | Fc    | 3.83 | 37.7 | 0.1 | 38.30   |

## PODIUM LEVEL SITE PHOTOMETRIC CALCULATION

# 308 SANGO COURT AFFORDABLE

MILPITAS, CALIFORNIA



THE PACIFIC COMPANIES

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Design.  
Relationships.

DATE: 01-15-21  
JOB NO.: 2018-042



June 21, 2021

Mr. Michael Fossati  
City of Milpitas  
[via email]

**Re: 308 Sango – Request for Waivers & Concessions for 100% Affordable Housing Project**

Dear Mr. Fossati:

Please accept this letter to formally request several waivers, concessions to assist in the development of a 100% affordable housing project that is not utilizing any city housing funds. The project will also be reliant on State Density Bonus law and other State Law to defer City fees until the Certificate of Occupancy.

**Project Description**

The project proposes to construct up to 85 units of multifamily rental housing. All of the units, with the exception of one manager's unit, would be rented as affordable units for moderate, and lower income households in compliance with Government Code Section 65915 (the State Density Bonus Law) and Milpitas Zoning Code Section XI-10-54.15 (the Milpitas Density Bonus Ordinance). Because the project would include more than thirty percent (30%) of its total units as affordable housing for lower income households, it is entitled to a thirty five percent (35%) increase in maximum density, and up to three regulatory concessions, waivers from certain physical development standards, and a reduced maximum parking requirement.

Notwithstanding modifications requested pursuant to the Milpitas Density Bonus Ordinance, the project is otherwise consistent with the City's General Plan, the Transit Area Specific Plan (TASP), and the Zoning Ordinance. Moreover, the density bonus request is consistent with Housing Element Policy D-3, which calls for the City to provide incentives for affordable units by continuing to provide density bonuses to new residential developments. As a development affordable to lower income households, the project will also help the City to meet its RHNA goals for the current Housing Element cycle, comply with the "no net loss" provisions of Government Code section 65863, and make progress towards the production requirements in Government Code section 65913.4 (SB 35).

**Density Bonus**

If a proposed housing development provides at least twenty percent (20%) of its total units as affordable to lower income households, the development is entitled to a maximum density bonus of thirty five percent (35%) over the maximum allowable residential density under the General Plan and Zoning Ordinance. (Milpitas Zoning Code Section XI-10-54.15(E).) The General Plan designates the project site as "Very High Density Transit Oriented Residential," which permits a maximum density of 60 units/acre. The Zoning Ordinance designates the project site as R4-TOD Overlay, which permits a lower maximum residential density; however, when the General Plan allows a greater maximum density than the Zoning Ordinance, the General Plan density applies. (Gov. Code § 65915(o)(2).)

1. Density Bonus – the project contemplates a 17% increase in Density and the utilization of State Density Bonus law that permits up to 35% Density increase for affordable housing projects that meets the criteria outlined above. This is necessary to produce the economies of scale needed for affordable housing to be financeable and provide more housing for families that need it in the City of Milpitas.
2. Concession – Eliminate the requirement for private open space. **Response:** Providing balconies on a modular construction type is cost-prohibitive for an affordable housing project such as this.
3. Waivers (Under State Density Bonus Law up to 3 waivers are permitted by right)
  1. Eliminate requirement for 30-foot rear setback for a portion of the building above 60-feet in height. **Response:** Site planning is limited by the predetermined length and width of each module. Setbacks were respected as much as possible.
  2. Under MXD3 zoning districts do not include compact parking. **Response:** Request to allow the Project (included in the MXD3 zoning district) to include compact parking. Compacts were necessary to provide the necessary parking on a very tight sight without requesting further parking reductions.
4. Public Art Requirement - This is a 100% affordable housing project with extremely high development costs (podium construction), no City or State subsidy so management of costs paramount for the project to move forward successfully. A Public Art fee will only erode the already problematic construction costs and will decrease the ability to maintain affordable rent levels.
5. TASP Fee Deferral – **Response:** California State Law - 66007 allows “all city imposed fees” to be deferred until Certificate of Occupancy. See Attached. As a result, it should not be considered a consideration. It’s permitted by right pursuant to State Law. See Attached State Law.
6. Parking Reduction – The current standard is 1.44 spaces / unit. **Response:** we are requesting a reduction to .56 spaces per unit. This will be compliance under State Density Bonus Law. Increasing parking would reduce the density (which we have understood is a desire in the City of Milpitas for Affordable Housing. Moreover, there is very active transit near the project.

Should you have questions or require any additional information, please do not hesitate to contact me at (916) 834-5986.

Sincerely,



Mike Kelley  
Development Partner



## Michael Fossati

---

**From:** Mike Kelley  
**Sent:** Monday, July 19, 2021 3:06 PM  
**To:** Michael Fossati  
**Cc:** Joe  
**Subject:** 308 Sango Discussion

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hi Michael,

Just a note to let you know that I spoke with Joe and his colleague today regarding the project. I understood their primary concerns to be the notion of reduced parking as well as the possibility of our tenants parking in their parking lot.

I indicated that we are long term owners and plan to be good neighbors. As such, the best way to address issues, whatever they may be, is to have an open line of communication. To address the concerns we discussed we agreed on the following:

1. They will be provided the on site managers phone number as well as the district directors and my number (which they have).
2. I shared with them that we are willing to change the plans to accommodate the building to be stacker ready (similar to the project across the street at 355 Sango).
3. We are willing to include in our leasing package language that prohibits our tenants from parking in their parking lot.

Joe indicated that with these provisions his position on the project is “neutral”. He obviously wants to see how everything plays out and that we keep our word, which I understand.

Joe is cc'd and may have his own comments, but this is my attempt to capture our conversation today.

Mike

-----  
Mike Kelley  
The Pacific Companies  
520 Capitol Mall, ste 150  
Sacramento, Ca 95820  
M: 916.834.5986  
E: [mikek@tpchousing.com](mailto:mikek@tpchousing.com)  
W: [www.tpchousing.com](http://www.tpchousing.com)

## Michael Fossati

---

**From:** Joe sun  
**Sent:** Thursday, July 22, 2021 3:59 PM  
**To:** 'Mike Kelley'; Michael Fossati  
**Subject:** Re: 308 Sango Discussion

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Thanks Michael for managing this project!

And thank Mike for reaching out to us regarding the parking issue. We welcome any efforts in increasing the parking spaces. With stackers it will surely ease the neighborhood parking crisis in the future. We were hoping that, as some of the commissioners pointed out, at least 1 parking space per each housing unit. As of now, we will just keep "neutral" toward this project until that number can be designed in. But we are really thankful that Mike is willing to reconsider the parking design.

On the other hand, we do appreciate Mike's proposal to prohibit future tenants from parking in our premises. Hope that will work eventually.

Best Regards

Joe

On Monday, July 19, 2021, 03:08:21 PM PDT, Michael Fossati <mfossati@ci.milpitas.ca.gov> wrote:

Hi Mike and Joe – Thank you for informing me of your conversation. This will allow me to reference your meeting in my report to CC.

Regards,

Michael Fossati

**Senior Planner**

City of Milpitas | Planning Department

[mfossati@ci.milpitas.ca.gov](mailto:mfossati@ci.milpitas.ca.gov) | (408) 586-3274

**Business Hours:**



Monday-Friday: 8am - 5pm

**Closed Wednesday 3-5 pm**

*To receive text notifications from the City of Milpitas Planning Dept., text keyword "PLANNING" to 855-402-1400.*

**From:** Mike Kelley

**Sent:** Monday, July 19, 2021 3:06 PM

**To:** Michael Fossati

**Cc:** Joe

**Subject:** 308 Sango Discussion

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Hi Michael,

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Joe is cc'd and my have his own comments, but this is my attempt to capture our conversation today.

Mike

-----

Mike Kelley

The Pacific Companies

520 Capitol Mall, ste 150

Sacramento, Ca 95820

M: 916.834.5986

E: [mikek@tpchousing.com](mailto:mikek@tpchousing.com)

W: [www.tpchousing.com](http://www.tpchousing.com)

## Michael Fossati

---

**From:** Ned Thomas  
**Sent:** Friday, July 30, 2021 12:34 PM  
**To:** Michael Fossati  
**Subject:** FW: Questions about the 308 Sango Court project

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**From:** Ned Thomas  
**Sent:** Thursday, July 29, 2021 9:56 AM  
**To:** Barbara Doll  
**Cc:** John Doll  
**Subject:** RE: Questions about the 308 Sango Court project

Hello Barbara:

I hope you are doing well and having a nice summer.

- For a 100% affordable housing project, the State Density Bonus Law established a minimum parking requirement of 0.5 parking spaces per dwelling unit for projects within ½-mile of a transit stop.
- An excellent summary of the current State Density Bonus Law is available at: [https://www.meyersnave.com/wp-content/uploads/California-Density-Bonus-Law\\_2021.pdf](https://www.meyersnave.com/wp-content/uploads/California-Density-Bonus-Law_2021.pdf)
- ~~I will check with Housing and/or Fire Safety staff to confirm any limits on the number of people living in one dwelling unit. I will get back to you on this.~~

Thanks,

Ned

---

Ned P. Thomas, AICP  
Planning Director | City of Milpitas  
Email: [nthomas@ci.milpitas.ca.gov](mailto:nthomas@ci.milpitas.ca.gov)  
Phone: [408-586-3273](tel:408-586-3273)

---

**From:** Barbara Doll  
**Sent:** Wednesday, July 28, 2021 5:06 PM  
**To:** Ned Thomas  
**Cc:** John Doll  
**Subject:** Questions about the 308 Sango Court project

Dear Mr. Thomas:

I have the following questions regarding the 308 Sango Court low-income housing project:

- For construction of this particular housing project of 85 units, what is the range (minimum to maximum numbers) of parking spaces the State Density Bonus Law requires or allows? Does this law force the City to allow only 45 spaces for 85 units, or could the City have required a higher number of spaces but chose not to do so?
- What are the specific provisions in the State Density Bonus Law that affect the amount of parking for this project? Can you provide a link to them?
- How many people would be allowed to live in each of the 85 units?

Regards,  
Barbara Doll

## Michael Fossati

---

**From:** rekha  
**Sent:** Thursday, July 29, 2021 1:20 PM  
**To:** Ned Thomas  
**Cc:** Michael Fossati  
**Subject:** [BULK] Re: 308 Sango Court

**Importance:** Low

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Ned Thomas,

This information has resolved a number of questions I had. Thank you for such a detailed response. I am happy to hear that the applicant has submitted a revised site plan that includes an additional 26 parking spaces through the use of mechanical parking stackers. It seems like a fair and sustainable solution to the problem. I would like them to keep in mind the new state mandate coming soon for electric cars and charging stations that tenants may require.

It is really exciting to see the well-thought-out Main Street plans and the developments that are being considered. Thank you for keeping everyone informed and engaged in the process.

Regards,

Rekha Pardeshi

On Thu, Jul 29, 2021 at 12:55 PM Ned Thomas <[nthomas@ci.milpitas.ca.gov](mailto:nthomas@ci.milpitas.ca.gov)> wrote:

Hello Rekha:

Parking is always a key concern of City staff in reviewing any application for new residential development. The proposed project at 308 Sango Court qualifies for a reduction in the City's minimum parking standards under the State Density Bonus Law because all units will be reserved for low- and very-low-income households. The State Density Bonus Law establishes a reduced parking standard of 0.5 parking spaces/unit for 100% affordable projects that are located within ½-mile of a transit stop. An excellent summary of the current State Density Bonus Law, including a full discussion about parking reductions, is available at: [https://www.meyersnave.com/wp-content/uploads/California-Density-Bonus-Law\\_2021.pdf](https://www.meyersnave.com/wp-content/uploads/California-Density-Bonus-Law_2021.pdf).

Based on parking concerns raised by the Planning Commission and members of the public at the hearing held on June 30, 2021, the applicant has submitted a revised site plan that includes an additional 26 parking spaces through the use of mechanical parking stackers. This is consistent with the approval for a similar project approved for 355 Sango Court in 2018 and is a common approach to parking needs in higher density projects.

Please note that the City's long-range plan for this area provides for an extension of Sango Court through to Tarob Court, and South Milpitas Boulevard will be extended southward over Penitencia Creek to connect with the new Sango-Tarob roadway. These street improvements are part of the City's 5-year Capital Improvement Plan, and once completed, will provide this neighborhood with a direct connection to the new Milpitas Transit Center. The City has



purchased several key properties in this area for parkland as well as needed street and infrastructure improvements. Funds are available through impact fees paid by developers on all new projects within the Milpitas Transit Area Specific Plan (TASP) planning area. This Specific Plan is currently being updated and has been renamed the Milpitas Metro Specific Plan. For more information, please visit the project website at: [www.milpitasmetro.org](http://www.milpitasmetro.org). The website includes links to all previous presentations to the City Council regarding future plans for this area.

The project has been reviewed by all City departments, include the Fire Safety Division, and staff's recommendation to the Council will be accompanied by a Resolution with a list of conditions of approval from various departments. A detailed staff report and the draft Resolution will be posted on the City's website a few days prior to the hearing, likely early next week.

I hope the above information is helpful. We appreciate your interest and concern for new development projects in the City of Milpitas. For information about current projects in the City, please visit the Planning Dept. webpage at <https://www.ci.milpitas.ca.gov/planningdepartment/> and click on the link to the Current Development Pipeline.

Best regards,

Ned

---

Ned P. Thomas, AICP

Planning Director | City of Milpitas

Email: [nthomas@ci.milpitas.ca.gov](mailto:nthomas@ci.milpitas.ca.gov)

Phone: 408-586-3273

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**From:** rekha \_\_\_\_\_  
**Sent:** Thursday, July 29, 2021 12:10 PM  
**To:** Ned Thomas <[nthomas@ci.milpitas.ca.gov](mailto:nthomas@ci.milpitas.ca.gov)>  
**Subject:** 308 Sango Court

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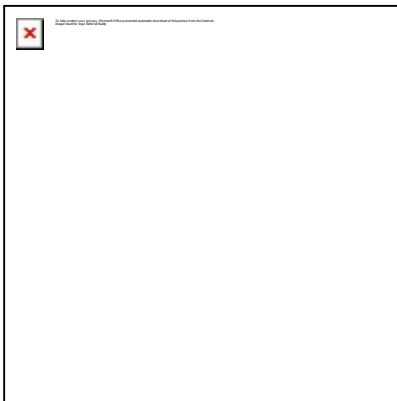
Ned Thomas,

First, let me thank you for all your hard work for the City of Milpitas and for engaging with residents on their feedback and opinion. I am happy to learn that Milpitas has started to build affordable housing as part of the overall city plan. I have also been closely observing the City General Plan and kudos to the team on the new one.

In regards to Sango Court, there is some confusion on state mandates and city mandates for the project amongst the residents. The Sango Project doesn't seem like it is within walking distance from any public transport, supermarkets, medical facilities, schools, etc. This will mean that every adult resident will most likely have to own a car to get around. I am very concerned with the ratio of parking available for cars to the number of units at Sango Ct. For the residents, it will mean finding street parking for their cars. For the neighborhood, it will mean an overflow of parked cars. Has the builder, city, and/or state considered this? With the risk of wildfires in our state and city, is it approved by the fire department? Is it deemed safe that people will only have the option to have one car in times of evacuation or literally run on foot, due to lack of transportation available due to car park restrictions?

Your response or pointers to resources for this matter are appreciated. Keep doing the great job your team and you do.

Regards,



**Mega Homes**

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Check for information  
<https://www.rekhapardeshi.com/>

**Rekha Pardeshi**

Realtor CalBRE# 01978021

Cell; 408 858 6081

Direct: 408 946 9333

Fax: 408 942 3312

[Rekhapardeshi@gmail.com](mailto:Rekhapardeshi@gmail.com)

174 S.Hillview Dr, Milpitas, CA, 95035



## CITY OF MILPITAS AGENDA REPORT (AR)

|                         |                                                                                                                                                                                                                                         |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>      | <b>Receive Report on the Community Identification and Brand Study Public Engagement and Outreach and Provide Direction on Community Mark/Logo</b>                                                                                       |
| <b>Category:</b>        | Community Development                                                                                                                                                                                                                   |
| <b>Meeting Date:</b>    | 8/5/2021                                                                                                                                                                                                                                |
| <b>Staff Contact:</b>   | <b>Charmaine Angelo, Public Information Officer, 408-586-3055</b>                                                                                                                                                                       |
| <b>Recommendations:</b> | <ol style="list-style-type: none"> <li>1. Receive report on the Community Identification and Brand Study Public Engagement and Outreach.</li> <li>2. Provide direction to staff on the Community Mark/Logo for Citywide use.</li> </ol> |

### Background:

In 2019, the City engaged the firm Articulate Solutions to conduct a Community Identification and Brand Study. The purpose of this Study was to understand the unique attributes and impressions of the City as seen through the lens of various groups during this time of transformation. The City's fast pace of growth has resulted in significant changes in demographics as the City welcomes new members to the community while nurturing those who have resided here for decades. The Study also provides an essential foundation for understanding the history, values, unique attributes, and overall personality of the City of Milpitas. The consultant team from Articulate Solutions was asked to develop a strong and modernized brand to support economic development, guide placemaking in the City, and complement the implementation of several other long-term planning initiatives.

### Phase 1 Summary

The consultant team-initiated Phase 1 of the Brand Study in 2019 with a citywide tour of Milpitas and in-depth research into the history and socio-economic growth and development of the community. The consultant team engaged various stakeholders and target audiences, including staff, residents, businesses, non-profits, community partners, and other cities and regional partners, through focus group discussions, online surveys, and community meetings. Stakeholders were broadly categorized in the following groups:

Based on stakeholder input and the consultant team's research, the following key themes rose to the top:

1. **Diversity** was a theme that came up repeatedly in conversations and was the top word used to reflect Milpitas. The City of Milpitas includes a diverse mix of races, cultures, ages, and backgrounds. This spirit of integration and inclusiveness has been part of this community since its earliest days.
2. Milpitas is also a very **Friendly** community with the people of Milpitas being very friendly, down-to-earth, and welcoming.
3. Another key aspect of Milpitas is that it has always been a **Crossroads**. Main Street was once the main connecting road between Oakland and San Jose. The City is now located between two major freeways (I-680 and I-880) and between two major cities (San Jose and Fremont) in the heart of Silicon Valley. And the Bay Area Rapid Transit (BART) extension to Milpitas will provide a vital new connection between the South Bay, San Francisco, and East Bay.

In addition to these three top themes, the consultant also heard from the stakeholders that this is an exciting time of opportunity for Milpitas and that the history of the origins of the City is strongly woven into its fabric. Other top archetypes for the City’s character included compassion, wholesomeness, and a progressive attitude. Stakeholders also identified the following unique attributes and key assets of the City: restaurants, shopping at the Great Mall, undeveloped hillsides, parks and open spaces, golf courses, good schools, and fun activities for families.

On May 19, 2020, Council provided staff direction to proceed with [Phase II of the Community Identification and Brand Study](#).

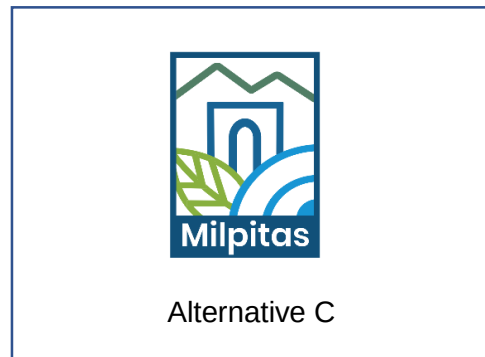
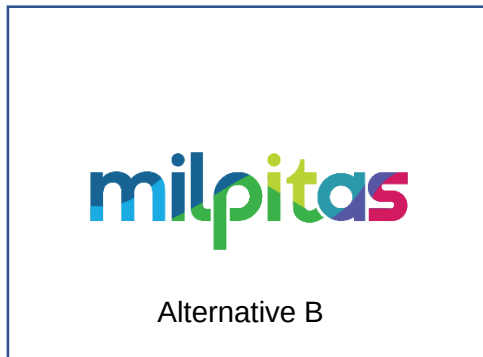
Based on Council direction, City staff and the consultant provided a presentation on the community mark/logo top contender options at the May 4th, 2021 meeting. In the presentation, staff also shared the various community outreach initiatives lined up to help encourage public engagement and input on the community mark that best represents the City of Milpitas.

At the May 4<sup>th</sup> meeting, Council provided preliminary feedback on the logos and directed staff to bring back the community mark/logo item at a later time. Council also provided direction to not pursue any work on updating the City seal.

### **Analysis:**

This section provides information on the result of the Community Identification Public Engagement and Outreach. Staff is seeking Council direction on the presented Community Mark/Logo top contenders for Citywide use.

The top three contender community marks/logos are:



In order to gain an understanding of the opinions and sentiments of the community towards a new modernized brand, the City implemented a multi-pronged Public Engagement and Outreach program designed to reach various audience groups and segments in the City. This was done through identifying strategic venues, events and platforms that will allow the City to gather relevant input online and offline. It is important to note that various media outlets such as The Mercury News, Milpitas Beat and Milpitas Post featured the Community Identification and Brand Study initiative and encouraged the community to participate in the online survey. Additionally, an e-mail blast was sent to various stakeholder groups that include community-based organizations, businesses, City employees, Commissions, etc. to help get the word out about the study. City staff also worked closely with MUSD (Milpitas Unified School District) and the Santa Clara County Library District/Milpitas Library for further outreach. Lastly, information about the survey and in-person activities was shared across all City-owned online platforms.

For the month of July, the City capitalized on various communication tools to secure community feedback. Participants who cast their votes are comprised of residents (70%), people who work in Milpitas (20%), and “others” who represent people who work with the City as vendors or contractors, visitors, etc. (10%).

Below are the total votes by initiative, which shows the undeniable trend that indicates the community's consistent preference for Alternative C.

| Initiative                                     | Number of Respondents | Alternative A | Alternative B | Alternative C |
|------------------------------------------------|-----------------------|---------------|---------------|---------------|
| Open Townhall Online Survey                    | 520                   | 119           | 90            | <b>311</b>    |
| Senior Movie Night In-Person Outreach (July 9) | 21                    | 3             | 2             | <b>16</b>     |
| Senior Lunch Service                           | 61                    | 10            | 17            | <b>34</b>     |
| Sports Center                                  | 36                    | 1             | 16            | <b>19</b>     |
| Performing Arts Concert (July 18)              | 30                    | 2             | 8             | <b>20</b>     |
| Police Department Lobby                        | 19                    | 2             | 3             | <b>14</b>     |
| Fire Station 1 Lobby                           | 29                    | 2             | <b>19</b>     | 8             |
| Movies in the Park (July 23)                   | 41                    | 3             | 17            | <b>21</b>     |
| Beautify Milpitas (July 24)                    | 14                    | 2             | 5             | <b>7</b>      |
| Milpitas Library                               | 245                   | 37            | 87            | <b>121</b>    |
| Total                                          | 1016                  | 181           | 264           | 571           |

The qualitative feedback provided by the Milpitas community through the online survey also mirrors the preference for Alternative C. Below are some examples of the comments:

- “A modern brand will help put Milpitas on the Bay Area map.”
- “Excited about this!”
- “I believe a mix of the history Milpitas, as well as symbolizing growth and forward progress will best suit the current Milpitas logo (Alternative C).”
- “Alternative C ultimately gets the vote. The primary reasons are that it's compact, contains more grounded elements, and is more intuitive.”
- “Alternative C fits the city and community spirit the most.”
- “Thank you for giving the community a change to help with the choice a new logo.”
- “Alternative C demonstrates a beautiful harmony between nature and the people who call Milpitas their home. Nature and People coming together!”
- “Alternative C presents the City of Milpitas in more meaningful way. I love it. Thank you!”

### Formalizing the City's Community Mark/Logo

Upon receiving Council direction on the community mark/logo for Citywide use, the consultant team will formalize the brand through the creation of a Style Guide. This will be a comprehensive document that will include a revised logo mark, color palette, recommended fonts, and other core brand elements. Once established, these guidelines will be applied to all City communications including business stationery, flyers, posters, newsletters, and other materials. A multi-phased approach will be pursued in the application of the new community mark/logo. This means that any future cost will not be fully funded by the City. Staff will be looking at grants, sponsorships, future CIP and development projects as well as funding through Main Street initiatives.

Using the Style Guide as a reference, the City's website design and City-owned social media accounts will be refreshed so that it aligns with the City's updated brand and other materials. Gateway and wayfinding signage are effective ways to create a sense of “place” that helps to define boundaries, boost community pride, welcome visitors, and drive business growth. A comprehensive plan for new gateway signage at key entry points as well as wayfinding signs to important landmarks would be a powerful way to reinforce the new City of Milpitas brand.

The new City brand will essentially provide a meaningful connection to existing residents and business community, attract potential home buyers and business investors, instill a sense of community pride and cohesion, and enhance economic vitality.

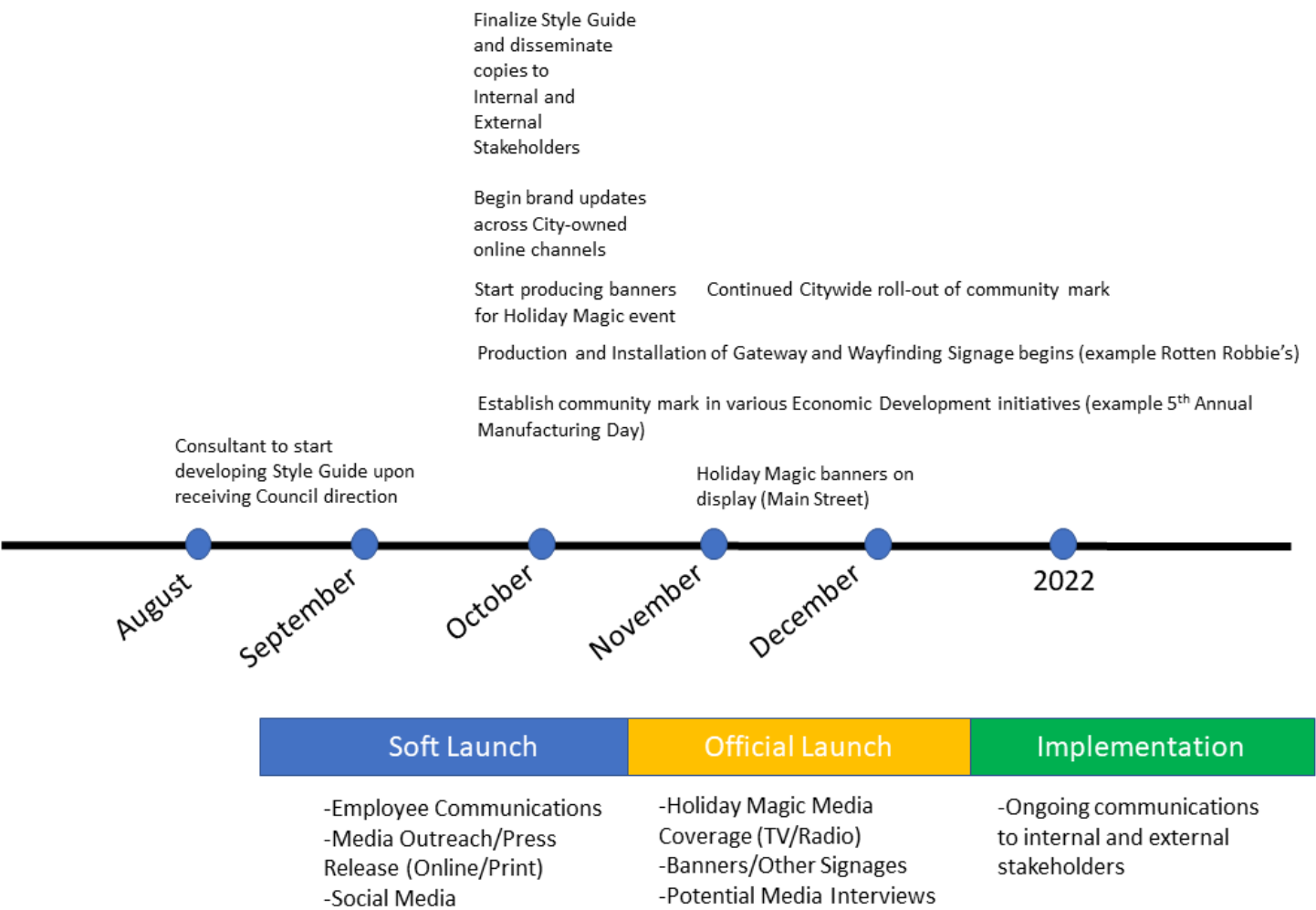


Tag Line/Slogan

City staff and the Consultant have expended time and effort into developing a modernized Milpitas brand. Equally important to the identification of a community mark/logo is the articulation of an authentic message that reflects the City’s identity. Once the community mark/logo has been finalized, staff will evaluate options for tag lines, including potentially retaining existing ones such as “Crossroads of Silicon Valley” and “Gateway to Silicon Valley” or developing a new one which reflects the feedback received through the public engagement and outreach effort.

Proposed Timeline

The Consultant will need between 45 to 60 days to develop the Style Guide because the team will have to apply the community mark/logo to a variety of items. After securing City approval, the guide will be shared with City staff followed by external stakeholders. A soft launch will be implemented beginning October to help build momentum for the City’s Holiday Magic event, which is where the new community mark will be unveiled to the public. A visual timeline that illustrates some of the initial launch elements is included below:



## City Seal and The Minuteman

During the August 18, 2020 Council meeting, the City Council, at the request of Councilmember Phan directed City staff to include a discussion of “The Milpitas Minuteman” image when the Community Identification and Brand Study (Phase II) comes forward for Council discussion. Results from the Phase I study reveal that there is mixed feedback from the Milpitas community with regard to the Minuteman image.

Since any modifications to the seal will likely require extensive community outreach, staff requested for preliminary feedback from Council. At the May 4, 2021 meeting, Council did not ask staff to move forward with making any modifications to the City Seal.

## Next Steps

Upon receiving Council direction on the community mark/logo designs, staff will work with the consultant to finalize the second part of the Phase II scope of work, which will include the following:

1. Creating a comprehensive communications template and style guide with guidelines and design templates for brand application to all City communications tools, to drive consistency, awareness and influence;
2. Refreshing the City website design to align with updated brand;
3. Developing a gateway and wayfinding signage guide to reinforce the new brand throughout the City and establish a sense of place and affiliation; and
4. Identifying other potential projects as needed in alignment with economic development and new development projects.

## Policy Alternative:

**Alternative:** Do not move forward with applying any of the community mark/logo designs to a comprehensive communications template and style guide with guidelines and design templates, which will jumpstart the important work related to the City’s overall placemaking strategy.

**Pros:** The City could divert the remaining consultant funds to other purposes.

**Cons:** This would delay the development of a strong and modern brand to attract economic development, support local economic recovery, enhance placemaking, and implement several long-term planning initiatives.

**Reason not recommended:** The community mark/logo signature will provide a meaningful connection to residents, local business owners, and visitors and instill a sense of community pride and boost economic performance. Phase II of the Study is timely since it is linked to the success of many other important long-term efforts. The consultant costs for Phase II have already been budgeted and encumbered. Using the next several months, as economic activity is expected to be in early recovery, developing a strong and modern brand will allow the City to be well positioned for the future as the development projects are complete, BART is operational, and the City facilitates local economic recovery.

## Fiscal Impact:

There are no additional consultant costs for Phase II since these have already been encumbered. Any additional implementation costs will be brought forward separately as part of other projects and programs. Staff is looking at a phased rollout, which means that any future cost will not be fully funded by the City. Staff will be looking at grants, sponsorships, future CIP and development projects as well as funding through Main Street initiatives.

**California Environmental Quality Act:**

This action does not qualify as a "Project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378 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.

**Recommendations:**

1. Receive report on the Community Identification and Brand Study (Phase II).
2. Provide direction to staff on the Community Mark/Logo for Citywide use.

**Attachment:**

Community Identification Logo Options (Phase II)



# MILPITAS



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Abstract "M" created by intersecting lines that represent **crossroads**

Curved lines also suggest **rolling hills**

Mix of modern colors symbolizes **diversity** of cultures

Graphic resembles wi-fi symbol and **high tech**

Logo mark is centered, conveying **strength**

Bright colors feel **modern, innovative,** and **energetic**

# milpitas

m

Lower-case "m" is casual and **friendly** that feels welcoming

+

lp

The "l" and "p" characters connect to form a **crossroads**

+

pit

Dark green shape suggests the rolling hills and also an upward-facing arrow as a symbol of **exciting** growth

+

s

Tail on the letter "s" extends to the right, conveying **forward progress**

+



Bright colors feel **modern, innovative,** and **energetic**





+



+



+



+



Rectangle shape is strong, solid, and connotes **unity**

Curved lines suggest **rolling hills**, with leaf shape representing **agriculture** and wi-fi symbol representing **high tech**

Graphic resembles original Ford plant (now Great Mall), representing **history**

Line graphic suggests **connectivity** and **rolling hills**, while also forming a roof shape to connote home and **family**

Green and blue colors represent **growth** and **safety**





## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | <b>Review the Proposed Mural Program and Provide Feedback to Staff</b>                                                                                                                                                                                                                 |
| <b>Category:</b>       | Community Services and Sustainable Infrastructure                                                                                                                                                                                                                                      |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                                                                               |
| <b>Staff Contact:</b>  | <b>Renee Lorentzen, Recreation and Community Services Director, 408-586-3409</b>                                                                                                                                                                                                       |
| <b>Recommendation:</b> | <ol style="list-style-type: none"><li>1. Review the Proposed Mural Program and Provide Feedback to Staff.</li><li>2. Provide feedback to staff regarding theme and location for a permanent or temporary mural for Main Street Revitalization events scheduled for December.</li></ol> |

### **Background:**

At the March 16, 2021 City Council meeting, at Vice Mayor Carmen Montano's request, City Council directed that the Arts Commission develop a framework for a mural program, incorporating best practices. At the June 1, 2021, meeting the City Council further expressed interest in a Veterans Mural.

At its April 26, 2021, Special Meeting, staff presented the Arts Commission with options drawn from successful mural programs in other cities. Many cities have mural programs that provide a mechanism for residents to recommend a location to be beautified with a mural and include murals on both public and privately owned walls.

After reviewing the options presented by staff, the Arts Commission preferred a Mural Program that provides murals throughout the City, with mural subjects to be selected befitting to a site, rather than requiring all murals in a year or in an area to fit a set theme. The Commission also requested that the program have a provision for community painted murals, where a professional artist involves residents in the design or painting of the mural. The Arts Commission deferred to staff to propose specifics for the nomination process, process for prioritizing spaces, budget and any exceptions to existing art selection criteria.

Based on the Commission's feedback, staff developed a mural program proposal and presented it at a Special Meeting of the Arts Commission on June 28, 2021. The Arts Commission voted unanimously to recommend the program discussed below to City Council, with one minor addition of a QR code at the bottom of each mural to allow the public to get more information about the mural and artist (Motion/Second: Hays/Badesha)

### **Analysis:**

To reflect Council's intent for this new public art program, staff will seek input on several policy considerations as outlined at the end of this section including the policy framework for the Mural Program. Based on previous Council input and a canvassing of mural programs in California, staff recommends the following policy framework for the City's Mural Art Program.

### **Mural Program Policy Framework**

The policy framework consists of the Purpose Statement, Goals and the Mural Art definition. The Purpose Statement is as follows:

"The Mural Program seeks to promote mural activity reflective of the heritage, diversity and aspirations of our community through engagement with muralists, property owners, community stakeholders and residents."

### **Goals**

- Support the creation of up to four murals annually through community engagement;

- Encourage mural creation as part of broader place-making efforts throughout the City;
- Mitigate blight, graffiti or vandalism; and
- Maintain murals with a focus on City-sponsored murals.

#### Definition

For the purpose of the proposed mural program, a mural is defined as the creation of public art funded by public or private funds on walls, streets, utility boxes and other surfaces accessible to the public.

Attached, please find examples of street murals.

#### **Annual Mural Program Process**

To ensure long-term sustainable funding and existing staff capacity, staff recommends an annual process for adding up to four mural art installations to the City's public art inventory.

The following section provides recommendations for the process for nominating and prioritizing spaces for murals, the process for selection of artists and artistic work based mural selection criteria and the timeline for annual mural creation program and related funding. Additionally, the City Council may direct staff to commission a mural for a certain theme and/or a certain location as part of this annual process or on an expedited timeline depending on staff capacity.

#### Process for Nominating Spaces

Any resident, business owner or artist may nominate any space, which is publicly accessible and within City limits, to the Director of Recreation and Community Services for mural beautification. Those nominating a space must include a photo and short statement on why they believe the location should be considered for a mural. They may include additional information about a potential theme and suggestions for community involvement.

Under the program, only City-owned spaces can be funded and maintained with Public Art Funds. The fund is limited to Public Art, which is defined in the municipal code as "works of art located on, affixed or applied to City property." (*Milpitas Municipal Code, Title V, Chapter 20, Section 310.*)

If a property owned by other public agencies is nominated and the public agency agrees to participate in the Mural Program, the public agency must fund and maintain their own murals. However, staff recommends that the City will waive the project coordination fee for other agencies installing murals in Milpitas.

If a privately owned space is nominated by anyone other than the property owner, Staff will contact the owner to determine if they wish to participate in the program. Private owners who wish to participate in the program must fund and maintain their own murals. Staff recommends that the owner be required to cover the design stipends, mural cost, plus an administrative fee estimated at \$700 to cover staff time for project coordination and any applicable permit fees. Staff will also provide oversight of the mural project, provide template agreements, and help the property owner achieve a successful mural. If Council agrees with staff's recommendation, staff will bring forward an amendment to the FY 2021-22 Master Fee Schedule with the approval of the Mural program.

Alternatively, the property owner could agree to a long-term easement or lease agreement with the City including the recordation of such agreement on the property title with the Santa Clara County Recorder's Office in exchange for the City supporting the artwork installation with staff time and/or funding including maintenance of the mural. This will ensure public access to the mural on private property even if the property changes hands in the future.

#### Process for Prioritizing Spaces

The Arts Commission will be tasked to prioritize spaces nominated as part of the annual process using the following framework:

1. Multiple requests for same site/neighborhood support
2. Nominator's statement(s)
3. Mitigation of blight, graffiti vandalism

4. Potential for placemaking, positive impact on neighborhood
5. Community involvement in design, painting etc.

Once the Arts Commission identified the maximum four spaces and themes for the annual program, staff will bring forward the Arts Commission's recommendation to Council for approval.

#### Mural Selection Committees

It is recommended that staff will recruit residents and stakeholders interested in volunteering to serve on a five-member Mural Selection Committee and stakeholders connected to a particular project with a different composition for City or other public agency owned spaces and for privately owned spaces (see below). For each project a separate Mural Selection Committee will be convened. The Mural Selection Committee will review Prequalified Artists and select a limited number to be invited to submit design proposals, for which artists will be paid a stipend.

For City owned or other Public Agency spaces:

- 1 Arts Commissioner
- 1-2 Stakeholders (i.e. building tenants, neighboring businesses, other public agency representative or regular users)
- 2 Residents

For privately owned spaces

- 1 Arts Commissioner
- 1 Building owner
- 1 Stakeholder (i.e. building tenants, neighbors or regular users)
- 2 Residents

#### Process for Prequalifying Artists

Every two to three years, or as needed, staff City will conduct an extensive Request for Qualification process with the goal to establish a large and diverse pool of mural artists to be reviewed by the Arts Commission. The Commission will prequalify any artist whose portfolio adequately demonstrates that they could successfully complete a public art mural in Milpitas.

The Mural Selection Committees and any private property owner wishing to commission a mural will be required to choose artists from the Prequalified Artists with the goal of receiving at minimum three design proposals including pricing for the art work. Staff will facilitate the process.

#### Mural Selection Criteria

The Mural Selection Committee will consider the following factors in selection:

1. Design is consistent with the purpose and goals of the Mural Program.
2. Design content is suitable for a general audience.
3. Design adds to the character of the area and enhances place-making.
4. Design does not clash with surrounding buildings.
5. Design scale is appropriate for the location, primary viewer (pedestrian, vehicular).
6. Design does not contain words or images that would constitute signage\* for a business.

\*Any design that could be construed as business signage may require additional review by the Planning Department for payment of a fee prior to acceptance.

#### Proposed Mural Program Annual Timeline

The table below shows a typical annual timeline for adding up to four murals to the City's public art inventory. However, a limited number of special mural projects could potentially be added at City Council direction with a faster timeline of 4 – 6 months depending on weather conditions especially the completion of murals during the rainy season.

| Month               | Task Description                                                                                                                                                                                                                                                  |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July                | <ul style="list-style-type: none"> <li>Request for Qualification for Mural Artists issued (every two to three years or as needed)</li> <li>Request for Mural sites issued</li> </ul>                                                                              |
| August              | <ul style="list-style-type: none"> <li>Artist pre-qualification submissions due</li> <li>Nomination for Mural sites due</li> </ul>                                                                                                                                |
| September           | <ul style="list-style-type: none"> <li>Arts Commission approves list of pre-qualified mural artists, selects four mural sites for the year and appoints one commissioner for each of the four mural selection committees</li> </ul>                               |
| October             | <ul style="list-style-type: none"> <li>Mural selection committees determine theme and additional community participation, if any. Selection committee reviews prequalified artists and chooses 3-5 to be invited to submit concepts and related costs.</li> </ul> |
| November - December | <ul style="list-style-type: none"> <li>Mural selection committees review concept, choose a design and provide directions on refinements, if needed.</li> </ul>                                                                                                    |
| January             | <ul style="list-style-type: none"> <li>Arts Commission reviews Selection Committees choices and quotes, prioritizing the four murals.</li> </ul>                                                                                                                  |
| February            | <ul style="list-style-type: none"> <li>Mural designs are presented to City Council for final approval</li> </ul>                                                                                                                                                  |
| March               | <ul style="list-style-type: none"> <li>Contract development and approval for Mural artwork</li> </ul>                                                                                                                                                             |
| April – June        | <ul style="list-style-type: none"> <li>Artwork installation</li> </ul>                                                                                                                                                                                            |

### Policy Considerations

As discussed above, staff seeks input from the City Council regarding various policy considerations.

1. Are the purpose and goals statements reflective of Council's vision?
2. Shall the mural program include street murals?
3. Shall the mural program allow for temporary and/or permanent installations?
4. Should the City provide funding for any costs related to murals installed on private property?

### Mural on Main Street and Veterans Mural

At the June 1, 2021 Council meeting, the Council approved the FY 2021-22 Adopted Budget, which included funding for a mural and/or art installations on Main Street. The preferred site for the Main Street mural would be on private property, which will require for the property owner to grant an easement to the City to ensure preservation of the site in case of property ownership changes. Given the short timeline, staff recommends that Council consider and provide direction regarding a temporary mural or street mural as an alternative as well as location and theme for mural.

At the June 1, 2021, meeting City Council expressed interest in a Veterans Mural. As part of the additional City Council workplan discussion scheduled for the August 5, 2021 City Council meeting, staff recommends that Council direct staff to include the Veterans Mural as one of the four mural installations for FY 2021-22 assuming approval of the proposed Mural Program.

### Mural Program Next Steps

After receiving Council input, staff will return with a final mural art program no later than the first Council meeting in September including an appropriation action of \$50,000. Once the program is approved, staff will implement the program with the goal of art installations being completed in summer 2022.

### Fiscal Impact:

It is anticipated that the cost of four mural art installations and staff time to support the program is approximately \$50,000 to \$60,000 which can be covered with funds from the Public Art Fund. As part of approval of the Mural Program scheduled for no later than the first Council meeting in September, staff will seek an appropriation of \$50,000. If the allocation is insufficient for the year's recommended murals, Staff will request an additional Public Art Fund allocation when seeking Council's approval of the designs.

### Recommendation:

1. Review the Proposed Mural Program and Provide Feedback to Staff.



2. Provide feedback to staff regarding theme and location for a permanent or temporary mural for Main Street Revitalization events scheduled for December.

**Attachments:**

1. Street mural examples

## Attachment: Examples of Street Murals





## Crosswalk Mural Flowers Birds





## Crosswalk Mural Patterned Rectangles



# The Largest Street Painting





## CITY OF MILPITAS AGENDA REPORT (AR)

|                        |                                                                                                                                                                                                                                   |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>     | Adopt a Resolution Providing for the Order of Succession to the Office of the City Manager during Emergencies and Approving the Emergency Operations Plan and the City Manager's Authority to Amend the Emergency Operations Plan |
| <b>Category:</b>       | Public Safety                                                                                                                                                                                                                     |
| <b>Meeting Date:</b>   | 8/5/2021                                                                                                                                                                                                                          |
| <b>Staff Contact:</b>  | Geoffrey Maloon, 408-586-2818, Walter C. Rossmann, 408-586-3012                                                                                                                                                                   |
| <b>Recommendation:</b> | Adopt a resolution amending Resolution 5417 providing for the order of succession to the office of the City Manager, the approval of the Emergency Operations Plan, and the City Manager's authority to amend such plan.          |

### **Background:**

The last update to the Emergency Operations Plan (EOP) was completed in 2013. Best practice stipulates that the EOP be updated and approved by Council every five years. In 2018 the Office of Emergency Management (OEM) and the City Manager's Office engaged Witt O'Brien's to conduct a comprehensive review of the City's emergency preparedness and an analysis of the EOP. This study contained 103 recommendations and identified the following three critical items to be addressed.

- Comprehensive planning process to develop and update the EOP
- Collaboration with community groups and subject matter experts to ensure the needs of at-risk populations and populations from different cultural backgrounds are included in the EOP emergency communications plan
- OEM should include the stakeholder participation of those representing the interests of at-risk populations when developing emergency plans and procedures. The program should further ensure these findings are incorporated into emergency plans, operational guidelines, and job aids

The EOP being recommended for adoption reflects input from multiple community meetings to address all three of the critical elements of the study. The emergency communications plan annex is under development at this time, but basic emergency communications are included in the EOP and the critical communications element is addressed.

### **Analysis:**

Staff recommends that the Council adopt the attached resolution which stipulates the order of succession to the Office of the City Manager, the approval of the Emergency Operations Plan, and the City Manager's authority to amend such plan.

### **City Manager's Order of Succession**

During emergencies, the continued functioning of the Office of the City Manager is paramount to assure the effective operation of the government of the City in coping with conditions which may result in extreme peril to the life, property and resources of the people of this City. Per the City of Milpitas Municipal Code Title V, Section 1, the City Manager serves as Director of Emergency Services during declared emergencies. This resolution amends Resolution 5417 adopted in 1987 by establishing the order of succession of the City Manager in case s/he is impaired to execute the duties of Director of Emergency Services as follows:

1. Assistant City Manager



2. Deputy City Manager
3. Police Chief
4. Fire Chief

#### Emergency Operations Plan

Consistent with the Municipal Code, with the adoption of the resolution the City Council is asked to approve the Emergency Operations Plan (EOP) and authorize the City Manager to amend the plan, as needed, except for the special powers conferred to her/him. These powers include the following:

- Issue the proclamation of the existence or threatened existence of a “local emergency” if the City Council is not in session;
- Request and receive assistance from local agencies and assistance from the State;
- Provide public employees, disaster service workers, and governing bodies certain immunities for emergency actions taken;
- Promulgated orders and regulations imposing curfew;
- Make and issue rules and regulations on matters reasonable related to the protection of life and property as affected by such emergency provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;
- Obtain vital supplies, equipment, and such other properties found lacking and needed for the for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to commander the same for public use;
- Require emergency services of any city officer or employee and, in the event of the proclamation of a “state of emergency” in the county in which this City is located or the existence of a “state of war emergency”, to command the aid of as many residents of this community as he [she] deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;
- Requisition necessary personnel or material of any city department or agency; and
- Execute all his ordinary power as City Manager, all of the special powers conferred upon him [her] by this Chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon him by any statute, by an agreement approved by the City Council, and by any other lawful authority.

As discussed below, staff is in the process of completing multiple annexes which detail planned responses to certain hazards or situations. Additionally, the EOP, per best practices promulgated by the federal government, is a living document which shall be reviewed for updates after the conclusion of any Emergency Operation Center (EOC) activation, kept in alignment with County, State and federal regulations, and kept current with EOC staff information.

The City of Milpitas Emergency Operations Plan (EOP) is an all-hazards document describing the Milpitas incident management organization, compliance with relevant legal statutes, other relevant guidelines, whole community engagement, continuity of government focus, and critical components of the incident management structure. The incident management system is a component-based system designed to be scaled up and components activated as necessary to reflect the incident/event’s escalation from routine incident(s) to emergency, disaster, or catastrophe affecting Milpitas. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Emergency Action Plans and Annexes will be developed and included as a part of this Emergency Operations Plan. This EOP serves as the legal and conceptual framework for incident management to be utilized by the City of Milpitas and its various departments within municipal government.

This Emergency Operations Plan (EOP) accomplishes the following:

- Establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts for respective staff which will coordinate and support on-scene responses including maintenance of situational awareness, facilitation of effective communication between emergency operation centers at various levels of government, maintain continuity of government, and interaction with public information sources.

- Establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes at the City of Milpitas and operational area levels.
- Provides a flexible platform for planning and response to all hazards, incidents, events, and emergencies within city limits, or with the potential to affect the City of Milpitas. It is applicable to a wide variety of anticipated incident events including earthquakes, fires, floods, and public health issues.

The City of Milpitas has prepared this Emergency Operations Plan in compliance with applicable State law and the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS). It follows the requirements of California Emergency Services Act (Cal. Gov. Code 8550 et seq.) which requires description of the principles and methods to be applied in carrying out emergency operations or rendering mutual aid during emergencies. Further, it includes elements such as continuity of government, the emergency services of governmental agencies, mobilization of resources, mutual aid, and public information. Finally, the update of the EOP includes a cultural competency requirement by addressing how culturally diverse communities are served by emergency communications, evacuation, mitigation, planning, and preparedness and integrates access and functional needs of various populations related to emergency communications, evacuation, and sheltering.

Alignment with SEMS and NIMS ensures the most effective and efficient allocation of resources for the maximum benefit and protection of the City population during times of emergency. Taken together the NRF, SEMS, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, non-governmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management.

The preservation of life, property, the environment, and the economy are an inherent responsibility of local, state, and federal government. While no plan can completely prevent death and destruction, reasonable plans carried out by knowledgeable and well-trained personnel can, and will, minimize losses.

The EOP will also contain annexes, which are plans written to respond to specific hazards. Many of the revised and updated annexes are nearing completion and will be added to the EOP as they are finalized. The following table lists 19 annexes to be updated or developed. As part of the proposed American Rescue Plan Act (ARPA) funding recommendations, staff identified a funding need of \$200,000 to hire contractual resources and/or temporary staff to support City staff with finalizing the annexes by Spring 2023.

| <b>Annex Title</b>                                    | <b>Estimated Completion</b> |
|-------------------------------------------------------|-----------------------------|
| Access & Functional Needs                             | Jun-22                      |
| Casualty Management                                   | Oct-22                      |
| Crisis Communications Plan                            | 21-Dec                      |
| Critical Infrastructure & Utility Restoration         | Dec-21                      |
| Damage/Safety Assessment                              | Mar-23                      |
| Debris Management                                     | Jun-22                      |
| Donations Management                                  | Jun-23                      |
| Emergency Action Plan Guide                           | Dec-22                      |
| Emergency Alert & Notification                        | Dec-21                      |
| EOC Operations Guide                                  | Mar-22                      |
| Evacuation & Shelter in Place                         | Mar-22                      |
| Incident Specific                                     | Dec-21                      |
| Information Collection, Analysis & Dissemination Plan | Dec-21                      |
| Mass Care & Shelter Plan                              | Jun-22                      |
| Post Disaster Housing                                 | Jan-23                      |
| Private Sector Coordination                           | Dec-22                      |
| Recovery                                              | Jan-23                      |



|                      |        |
|----------------------|--------|
| Resource Management  | Jun-23 |
| Volunteer Management | Mar-23 |

### **Policy Alternatives:**

Alternative #1: Council could choose not to adopt the resolution approving the City Manager order of succession and approving the Emergency Operations Plan.

Pros: There are no pros.

Cons: Approval of the EOP is required by federal statute.

Reason not Recommended: This is not recommended as failure to comply with the requirements of the National Incident Management System (NIMS) could impact the ability of the City to qualify for reimbursement in the event of a major disaster. Additionally, an updated EOP contributes to effective management in the event of a major disaster, thereby better serving the people of Milpitas.

### **Fiscal Impact:**

There is no fiscal impact to update the EOP or provide order of succession for the Office of the City Manager during emergencies.

### **California Environmental Quality Act:**

The City Council's adoption of the resolution approving the Emergency Operations Plan is not a project subject to the California Environmental Quality Act and is therefore exempt from CEQA pursuant to CEQA Guideline 15378(b)(5) as it is an organizational or administrative activity of the City during times of an emergency that will not result in direct or indirect physical changes in the environment.

### **Recommendation:**

Adopt a resolution amending Resolution 5417 providing for the order of succession to the office of the City Manager, the approval of the Emergency Operations Plan, and the City Manager's authority to amend such plan.

### **Attachments:**

1. Draft Resolution
2. Emergency Operations Plan

## RESOLUTION NO. XXXX

### **A RESOLUTION OF THE CITY COUNCIL OF MILPITAS AMENDING RESOLUTION 5417 PROVIDING FOR THE ORDER OF SUCCESSION TO THE OFFICE OF THE CITY MANAGER, THE APPROVAL OF THE EMERGENCY OPERATIONS PLAN, AND THE CITY MANAGER'S AUTHORITY TO AMEND SUCH PLAN**

**WHEREAS**, the continuing functioning of the Office of the City Manager in the event of a state of war emergency, state of emergency, or local emergency, as these terms are defined in the California Emergency Service Act (commencing at Section 8550 of the Government Code), is necessary to assure the effective operation of the government of the City in coping with conditions which may result in extreme peril to the life, property and resources of the people of this City; and

**WHEREAS**, the City of Milpitas Municipal Code Title V, Section 1 establishes the City's Emergency Organization and Function including the appointment of the City Manager to serve as Director of Emergency Services; and

**WHEREAS**, the same Section requires that the City Council adopt a resolution regarding the order of succession to the position of Director of Emergency Services; and

**WHEREAS**, the City Manager shall execute special powers as conferred to her/him in the emergency plan herein referred to as the Emergency Operations Plan (EOP) adopted by Council; and

**WHEREAS**, the EOP contains multiple annexes detailing planned responses to certain hazards or situations, which are planned for development and/or are under development; and

**WHEREAS**, the EOP, per best practices promulgated by the federal government, is a living document which shall be reviewed for updates after the conclusion of any Emergency Operation Center (EOC) activation, kept in alignment with County, State and federal regulations, and is kept current with EOC staff information;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milpitas acting in accordance with the California Emergency Service Act, as follows:

**Section 1:** In the event that the City Manager is unavailable to perform the duties of the Director of Emergency Services, all duties and responsibilities shall pass on to a City Manager pro tempore until such time as a permanent appointment is made by the City Council and in the following order of succession:

- I. Assistant City Manager
- II. Deputy City Manager
- III. Police Chief

IV. Fire Chief

**Section 2:** The term "unavailable" as used in the preceding paragraph means that the City Manager is either killed, missing, or so seriously injured as to be unable to attend meetings and otherwise perform his duties. The City Manager pro tempore shall serve until the City Manager is available or until a successor is appointed by the City Council. Any questions as to whether the City Manager is unavailable shall be settled by the City Council or any remaining available members of said body.

**Section 3:** The City Manager is authorized to amend the EOP as long as such amendments do not change the special powers conferred to her/him.

**Section 4:** Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

**Section 5:** Effective Date. This resolution shall become effective immediately upon adoption.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Milpitas at a special meeting of said Council held on \_\_\_\_\_ by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Wendy Wood, City Clerk

\_\_\_\_\_  
Rich Tran, Mayor

APPROVED AS TO FORM:

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

[DATE]



# City of Milpitas

## Emergency Operations Plan

OFFICE OF EMERGENCY MANAGEMENT  
455 E. CALAVERAS BLVD., MILPITAS, CA 95035

ACKNOWLEDGEMENTS

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## ACKNOWLEDGEMENTS

We would like to acknowledge contributions from the following cities and towns; special districts; county departments and agencies; state agencies; federal agencies; and other planning partners:

- Santa Clara County Office of Emergency Management (SCC OEM)
- City of San Jose
- California Office of Emergency Management (CalOES)
- Federal Emergency Management Agency (FEMA)
- Santa Clara Valley Water District (SCVWD)
- California Department of Water Resource (DWR)
- City of Milpitas Community Collaboration Planning Team



## EXECUTIVE SUMMARY

The City of Milpitas Emergency Operations Plan (EOP) is an all-hazards document describing the Milpitas incident management organization, compliance with relevant legal statutes, other relevant guidelines, whole community engagement, continuity of government focus, and critical components of the incident management structure. The incident management system is a component-based system designed to be scaled up and components activated as necessary to reflect the incident/event's escalation from routine incident(s) to emergency, disaster, or catastrophe affecting Milpitas. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Emergency Action Plans and Annexes will be developed and included as a part of this Emergency Operations Plan. This EOP serves as the legal and conceptual framework for incident management to be utilized by the City of Milpitas and its various departments within municipal government.

**This Emergency Operations Plan (EOP) accomplishes the following:**

- Establishes a Milpitas incident management organization which will coordinate and support on-scene responses including maintenance of situational awareness, facilitation of effective communication between operations centers at various levels of government, maintain continuity of government, and interaction with public information sources.
- Establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes at the City of Milpitas and operational area levels.
- Provides a flexible platform for planning and response to all hazards, incidents, events, and emergencies within city limits, or with the potential to affect the City of Milpitas. It is applicable to a wide variety of anticipated incident events including earthquakes, fires, floods, and public health issues.

The EOP is a framework for response applying the principals of Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), the Incident Command System (ICS), the National Response Framework (NRF), and the National Preparedness Guidelines to include *Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans (CPG-101)* and *Threat and Hazard Identification Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide 201 (CPG-201)*. It facilitates internal operations within the Milpitas EOC and multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.

## PROMULGATION

The preservation of life, property, the environment, and the economy are an inherent responsibility of local, state, and federal government. While no plan can completely prevent death and destruction, reasonable plans carried out by knowledgeable and well-trained personnel can, and will, minimize losses.

The City of Milpitas has prepared this Emergency Operations Plan in compliance with the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) to ensure the most effective and efficient allocation of resources for the maximum benefit and protection of the City population during times of emergency.

This EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts for respective staff.

This EOP will be reviewed and exercised periodically and revised as necessary in response to changing conditions and needs.

The Milpitas City Council gives their full support to this Emergency Operations Plan and urges all officials, employees, and residents—individually and collectively—to do their share in the whole community emergency effort of the City of Milpitas. With the adoption of **Resolution No. XXXX**, the City Manager is authorized to approve the EOP and subsequent amendments.

---

Steve McHarris, City Manager

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Date

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Brian Sherrard, Fire Chief

---

Date

## MILPITAS CITY COUNCIL APPROVAL

**Insert City Council resolution once adopted resolution is signed**

## ANNUAL REVIEW

The Office of Emergency Management (OEM), with input from essential stakeholders, is responsible for maintaining, reviewing, and updating this Emergency Operations Plan (EOP). It is essential that OEM make revisions and updates in collaboration with City Staff and other planning partners identified in the EOP to ensure accuracy and validity. If the EOP requires an immediate change due to lessons learned from trainings, exercises, or actual incidents, OEM will identify a course of action for the review, update, and implementation of the necessary changes. All changes will be noted in the table below.

| VERSION | DATE | NAME                          | CHANGE DESCRIPTION         |
|---------|------|-------------------------------|----------------------------|
| 2       | DATE | Charlop, T. - OEM Coordinator | Complete Update & Adoption |
|         |      |                               |                            |
|         |      |                               |                            |
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## RECORD OF DISTRIBUTION

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|      | City Manager's Office                        | 1           |
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|      | Police Department                            | 1           |
|      | Public Works Department                      | 1           |
|      | Planning Department                          | 1           |
|      | Engineering Department                       | 1           |
|      | Information Technology Department            | 1           |
|      | Recreation and Community Services Department | 1           |
|      | Building Safety and Housing Department       | 1           |
|      | Finance Department.                          | 1           |
|      | City Clerk's Office                          | 1           |
|      | Office of Economic Development               | 1           |



# **CITY OF MILPITAS**

## **EMERGENCY OPERATIONS PLAN**

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## INTRODUCTION

The City of Milpitas Emergency Operations Plan (EOP) provides an overview of the jurisdiction's approach to emergency operations. It identifies emergency response policies, describes the response and recovery organization and assigns specific roles and responsibilities to City departments, agencies, and community partners. The EOP has the flexibility to be used for all emergencies and will facilitate response and recovery activities in an efficient and effective way. This section of the EOP provides a description of the EOP's intended audience, the method of distribution, the approval process, and its applicability to other plans.

The plan also describes the role of the City of Milpitas and the Emergency Operations Center (EOC) and the coordination that occurs between the EOC, Department Operations Center (DOC), those conducting field-level activities, and external entities such as the Operational Area, community partners and City residents and visitors.

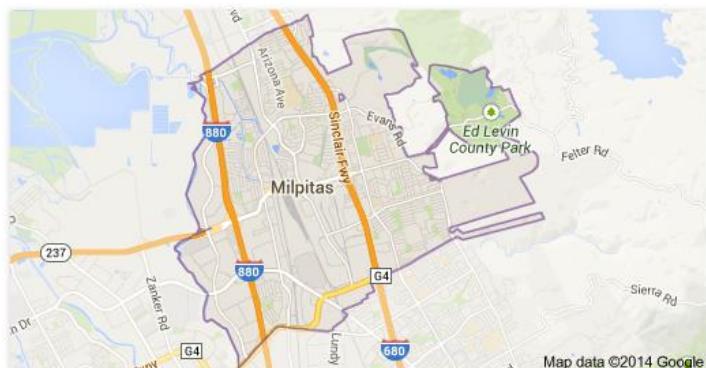
The EOP is an evolving, dynamic document, and the City of Milpitas Office of Emergency Management (OEM) is responsible for maintaining it as detailed in the "Plan Development and Maintenance" section. This plan complies with the National Incident Management System (NIMS) and the National Response Framework (NRF), the Standard Emergency Management System (SEMS), the Incident Command System (ICS), and is in alignment with Santa Clara County Operational Area Emergency Operations Plan, and the California State Emergency Plan (SEP) for managing response to multi-agency and multi-jurisdictional incidents, and to be consistent with federal and state emergency plans and guidance documents.

As previously mentioned, this EOP is a continuously evolving document. If After Action Reports, information from drills, or insight gained from future disasters prove ineffective, this EOP and/or associated Annexes will be updated as necessary as authorized by Resolution XXXX. Additionally, if future annex or hazard mitigation plan development results in more current or robust hazard or threat analysis data, future EOP revisions will incorporate that data into this section.



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## OVERVIEW



**Date of Incorporation –**  
January 6, 1954

**Population & Estimated Growth —**  
The estimated population as of January 2019, was 84,184. The estimated population growth from January 2014 to 2019, was 10,505, an increase of approximately 14%.  
(Source: <https://data.census.gov>)

**Location and Description—** Located in Santa Clara County, at the southern tip of San Francisco Bay, between Fremont (north) and San José (south), the City of Milpitas is a progressive community that is an integral part of the high-tech Silicon Valley. Milpitas (incorporated area) is often called the “Crossroads of Silicon Valley” with most of its 13.63 square miles of land situated between two major freeways (I-880 and I-680), State Route 237 and County Expressway. Milpitas is home to The Great Mall of the Bay Area, which is the largest enclosed mall in Northern California at approximately 1.1 million square feet of leasable space.

Source: [www.ci.milpitas.ca.gov/milpitas/about-milpitas/](http://www.ci.milpitas.ca.gov/milpitas/about-milpitas/)

**Brief History—** Milpitas was first inhabited by the Tamyen, a linguistic subgroup of the Muwekma Ohlone people who resided in the San Francisco Bay Area for thousands of years. During the Spanish expeditions, Milpitas served as a crossroads between Mission San José de Guadalupe (modern day Fremont, CA) and Mission Santa Clara de Asis (modern day Santa Clara, CA). In the 1850s – 80s large numbers of European settlers descended to farm the fertile lands of Milpitas. By mid-20th century Milpitas found itself being swallowed up by its neighbor to the south, San José, thus resulting in the incorporation of Milpitas, January 26, 1954. Seven years later San José attempted to annex Milpitas, in which the “Milpitas Minutemen” quickly organized to oppose the annexation of Milpitas into San José and keep it independent, hence the Minuteman in the Milpitas seal. (Source: Wikipedia)

**Climate—** Milpitas enjoys warm, sunny weather with few extreme temperatures. Rainfall is confined mostly to the winter months. During winter, temperatures are relatively warm at an average of 31°F to 59°F (-0.5°C to 15°C). Showers and cloudy days come and go during this season dropping most of the city's annual 15 inches (380 mm) of precipitation, and as spring approaches, the gentle rains gradually dwindle. In summer, the grasslands on the hillsides dehydrate rapidly and form bright, golden sheets on the mountains set off by stands of oak. Summer is dry and warm but not hot like in other parts the Bay Area. Temperatures infrequently reach over 100 °F (38 °C) with most days in the mid-70s to the high-70s. From June to September, Milpitas experiences little rain, and as autumn approaches, the weather gradually cools down. Many temperate-climate trees drop their leaves during fall in the South Bay but the winter temperature is warm enough for evergreens like palm trees to thrive. (Source: Wikipedia)

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**Governing Body Format**— The City of Milpitas is governed by a five-member city council. The City consists of 13 departments, which include: Building & Safety, City Attorney, City Clerk, City Manager, Engineering, Finance, Fire, Human Resources, Information Services, Planning & Neighborhood Services, Police, Public Works, and Recreation Services. The City has 14 Commissions which report to the City Council. The City Council assumes responsibility for the adoption of this plan; the City Manager will oversee its implementation. (Source: [www.ci.milpitas.ca.gov](http://www.ci.milpitas.ca.gov))

## PURPOSE

The purpose of the Milpitas Emergency Operations Plan (EOP) is to establish the foundational policies and procedures that define how the City will effectively prevent, prepare for, respond to, recover from and mitigate against natural or human caused disasters. Best practices and lessons-learned have also been integrated into this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events (to include Stafford Act, non-Stafford Act, terrorist non-Stafford act, and off-shore non-Stafford act incidents and events).

This EOP is intended as a concept of collaboration and consistency amongst various internal departments and their specific incident management plans, procedures, functions, and capabilities. As such, the EOP is flexible enough to use in all incident types and will facilitate short-term recovery activities.

In the event of an emergency or disaster the City of Milpitas' primary responsibility is to maximize the safety of the public, to minimize property and environmental damage, and ensure the continuity of government. To aid in accomplishing this goal, the City of Milpitas has adopted the principles of SEMS, NIMS, and ICS so that responses to such conditions are done in the most organized, efficient, and effective manner possible. This document is set up to address the following issues:

- Identifies the departments designated to perform response and recovery activities and specifies their roles and responsibilities.
- Sets forth lines of authority and organizational relationships and show how all actions will be coordinated.
- Describes the system used to coordinate the request for and integration of references and services available to the City during a disaster.
- Specifies the coordination and communications procedures and systems that will be relied upon to alert, notify, recall, and Emergency Operations Center personnel; warn the public and protect residents and property.
- Identifies supporting plans and procedures applicable to the EOP and referenced as a plan annexes or appendices.
- Describes the emergency management organization and transition of priorities and objectives to address post-disaster recovery considerations.

---

## PLAN OBJECTIVES

This update:

- Reflects the most recent guidance, FEMA’s Community Preparedness Guide, 201 (CPG 201) emergency planning document, and aligns with county, state and federal emergency plans to support a unified approach to emergency management.
- Formalizes protocol that reflect best practices and operational realities.
- Develops hazard-specific plans that are scalable, actionable, and realistic.
- Provides a response structure for all hazards.
- Includes the American Disabilities Act in all aspects of preparedness, response, and recovery.

## SCOPE

This EOP provides guidance on response to the City of Milpitas’ most likely and most demanding emergency conditions spreading over the entire spectrum of emergency contingencies, ranging from relatively minor to large scale, and cascading disasters. The EOP does not supersede the well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, the fire service, emergency medical services, public works, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and compliment to such systems. This EOP, however, places emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one or combination of departments and organizations to respond. Neither OEM or this EOP include detailed response level operating instructions or procedures. Coordinated response and support roles must be defined by these departments and organizations to facilitate the ability to respond to and manage any given incident. Each department and organization are responsible for, and expected to develop, implement, and test policies, instructions, and administrative policies and procedures (APPs) or checklists that reflect the tactical, operational, strategic, and executive mission and incident management concepts contained in this EOP in order to:

1. Maximize the safety of the public, and
2. Minimize property and environmental damage, and
3. Ensure the continuity of government

## PHASES OF EMERGENCY MANAGEMENT

The five phases of emergency management are categorized into five critical Mission Areas, to include Prevention, Protection, Mitigation, Response and Recovery. The National Preparedness



Goal consists of 32 core capabilities (See page 23), which are qualified under one, or more, of the five critical Mission Areas as defined by FEMA's Phases of Emergency Management. The grouping of emergency management functions is useful for classifying and conceptualizing activities. While useful for targeting efforts and resources, the phases of emergency management are not distinct activities and each phase often overlaps with other phases. For example, recovery projects often include elements of mitigation (i.e., rebuilding structures using current building codes) and response often includes recovery

measures (i.e., immediate debris removal). The phases are also cyclical in nature—lessons learned from an incident are applied in protection efforts for future emergencies and major disasters. The following sections provide examples of the types of activities that take place in each phase.

## Prevention

The prevention phase includes activities, tasks, programs, and systems intended to avert or intervene to stop an incident from occurring. Prevention can apply both to human-caused incidents (such as terrorism, vandalism, sabotage or human error) as well as for naturally occurring incidents (such as earthquake, floods, or wildfires, etc.) Prevention of human caused incidents can include applying intelligence and other information to a range of activities that can include such countermeasures as:

- Deterrence operations.
- Heightened inspections.
- Improved surveillance and security operations.
- Investigations to determine the nature and source of the threat.
- Law enforcement operations directed at deterrence, preemption, interdiction or disruption.

## Protection

Protection activities are taken in advance of an emergency and include developing operational capabilities, enacting protective measures, and enhancing effective responses to a disaster. These activities can include emergency/disaster planning, training and exercises, and public education. Protection activities are part of the implementation of the California Emergency Services Act, the California Master Mutual Aid Agreement, and the California State Emergency Plan. Protection activities fall into two basic areas: readiness and capability.

Readiness activities shape the emergency management framework and create the basis for knowledge necessary to complete a task or mission. Readiness activities might include:

- Implementing hazard mitigation projects.
- Develop hazard analysis.

- 
- Developing and maintaining emergency plans and procedures that serve the whole community, especially those with disabilities in others with access and functional needs.
  - Conducting general and specialized training.
  - Conducting drills and exercises.
  - Developing agreements and other organizations.
  - Improving emergency public education and emergency warning systems.

Capability activities involve the procurement of items or tools necessary to complete tasks or mission capability activities include, but are not limited to:

- Assessing the city and its resources
- Comparing and analyzing anticipated resource requirements against available resources
- Identifying local sources to serve as anticipated resources
- Purchasing new response apparatus, vehicles, personal protective equipment, etc.
- Assessing personal training needs and providing necessary training

## Mitigation

Mitigation activities occur before, during, and after incidents. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards that exist within Milpitas and are a threat to life and property are part of the mitigation efforts.

Mitigation tools include:

- Detailed plans to mitigate future hazards
- Land use planning
- Local ordinances and statutes (zoning ordinances, building codes, etc.)
- Structural measures
- Tax levies or abatements
- Public information and community relations

## Response

Response is typically divided into 3 phases. Each phase has distinct considerations, which seldom flow sequentially, often occurring simultaneously. These phases include increased readiness (pre incident for anticipated event), initial response (first 72 hours), and extended response (response activities beyond the first 72 hours).

**Increased Readiness** is required upon receipt of a warning or in anticipation that an emergency is imminent or likely to occur. The City initiates actions to increase its readiness. Increased readiness activities may include, but are not limited to:

- Briefing the Mayor, City Council, City Manager's Office and other key officials; applicable Department representatives, and all city employees.



- 
- Reviewing the EOP and all relevant annexes, policies, and procedures.
  - Increasing public information capabilities (i.e. adding, assigning, and/or training personnel, activating the Joint Information Center (JIC), implementing technology support systems, etc.)
  - Providing just-in-time training.
  - Inspecting critical facilities and equipment, including the testing of warning and communications systems.
  - Recruiting additional staff and registering volunteers.
  - Warning at-risk elements of the population.
  - Conducting precautionary evacuations in the potentially impacted area(s).
  - Mobilizing personnel and pre-positioning resources and equipment.
  - Contacting local (city, county, and special districts), state, and federal agencies that may provide support.

The City's **initial response** activities are performed at the field-level. Emphasis is placed on saving lives and minimizing the effects of the emergency or disaster. Examples of initial response activities include, but are not limited to:

- Making all necessary notifications, including those to the City of Milpitas OEM, City departments, Collaborating Agencies Disaster Relief Effort (CADRE), the American Red Cross, external agencies and other involved community partners.
- Disseminating warnings, emergency public information, and instruction to the community members of the city.
- Conducting evacuations and/or rescue operations.
- Caring for displaced persons and treating the injured.
- Conducting initial damage assessment surveys.
- Assessing the need for mutual aid assistance.
- Restricting movement of traffic/people and unnecessary access to affected areas.
- Clearing debris from priority routes.
- Developing and implementing Emergency/Incident Action Plans (e.g. field, EOC, etc.)

The City's coordination of **extended response** activities is primarily conducted in the EOC. Extended emergency operations involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations. Examples include:

- Disseminating emergency public information.
- Preparing detailed damage assessments.
- Proclaiming a local emergency.
- Requesting gubernatorial state of emergency proclamation and/or presidential emergency or major disaster declaration that provide financial and other assistance to state and local governments, certain private no-profit organizations, and individuals to support response, recovery and mitigation efforts.

- 
- Documenting situation status.
  - Documenting expenditures.
  - Coordinating the restoration of vital utility services.
  - Coordinating mass care and sheltering facilities.
  - Expanding debris clearance to other priority routes.
  - Developing and implementing Emergency/Incident Action Plans (e.g. field, EOC, etc.) for extended operations.
  - Conducting advanced planning activities.
  - Procuring required resources to sustain operations.
  - Tracking resource allocation.
  - Establishing a Local Assistance Center.
  - Coordinating with State and Federal agencies working within the City.

## Recovery

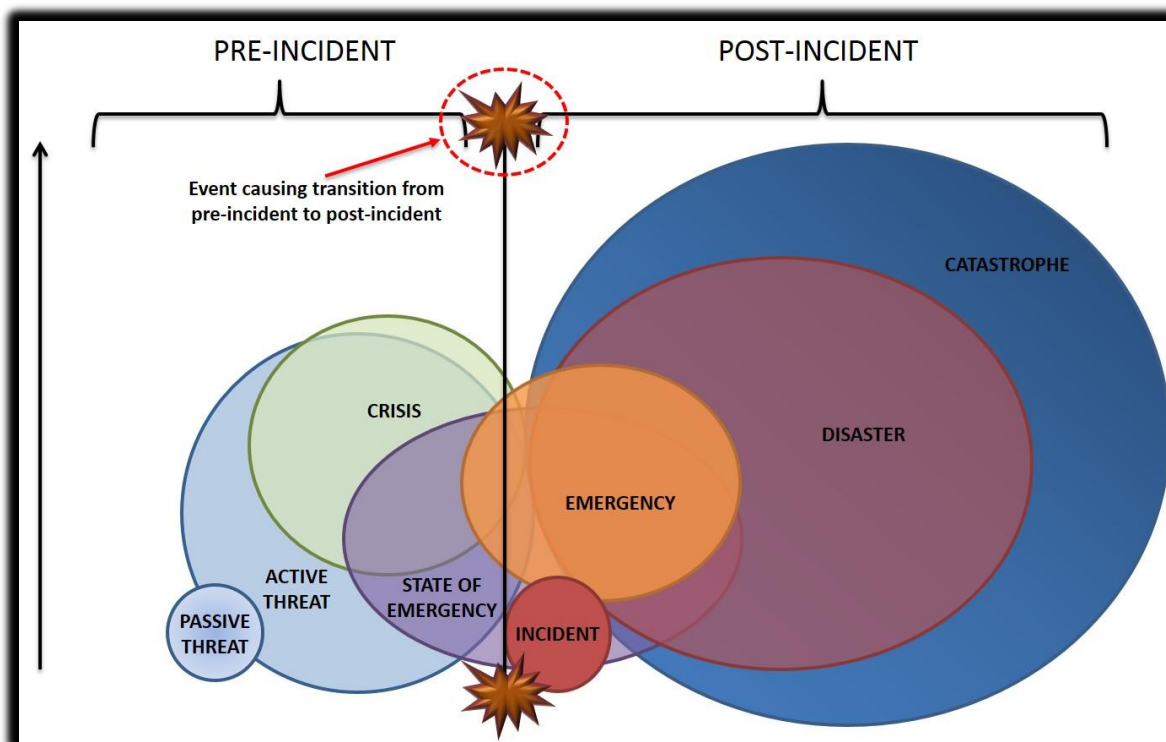
At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery includes both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. Critical response phase operations will gradually shift to assisting individuals, households, businesses, and the local government to meet basic needs to return to self-sufficiency. Such activities include:

- Provision of essential public services
- Restoration of private and public property
- Identification of residual hazards
- Preliminary plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts
- Coordination of state and federal, public and individual assistance

## EOP FRAMEWORK

This EOP consists of a basic plan, supported by functional- and incident-specific annexes. These annexes, based on their reference in the EOP, have direct applicability and are consistent with the concepts described within it. A list of future annexes to the EOP can be found in the Appendix.

## EVENT TYPES DEFINED



**CATASTROPHE** A series of cascading human-caused/influenced events or incidents with or without a human caused genesis, the adverse effects/consequences of which are potentially, seemingly, or definitively irreversible.

**DISASTER** Any natural event or emergency (hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, etc.), or regardless of cause, any fire, flood, or explosion which the President determines to be of such severity as to warrant major federal disaster assistance.

**EMERGENCY** Incident(s) or crisis(es) (air pollution, fire, flood, storm, epidemic, riot, drought, sudden/severe energy shortage, plant or animal infestation or disease, Governor's warning of volcanic predictions, and earthquakes, etc.) posing threat to safety of persons, property, or the environment that exceeds an organization's resources/capability.

**INCIDENT** The physical manifestation of crisis, event, or occurrence that has adversely affected life, property, or the environment requiring the response of at least one individual.

**STATE OF EMERGENCY** An eminent impending incident(s) or crisis(es) posing threat to safety of persons, property, or the environment that is/are likely to exceed resources/capability of the proclaiming political jurisdiction, or, the existence of an active incident which threatens a population and the adequacy of local resources is unknown.

---

**CRISIS** Phenomenon, event, active threat, or trend, with or without specific location, posing seemingly inevitable harm to life, property, environment, organizational performance, reputation, or way of life reasonably or ethically necessitating deliberate urgent intervention. (A crisis may be local, national, or global).

**ACTIVE THREAT** Known communicated, demonstrated, or inferred timely intent and capability to harm life, property, environment, organizational performance, or way of life with specified or unspecified target.

**PASSIVE THREAT** Existing communicated, demonstrated, or inferred intent and potential capability to harm life, property, environment, organizational performance, or way of life.

## HAZARD ANALYSIS OVERVIEW

This section of the EOP consists of a series of threat summaries based upon the 2017 Local Hazard Mitigation Plan (LHMP), Volume II- hazard analysis. This hazard analysis was conducted with the Santa Clara County Office of Emergency Management, County-hired consultant, Tetra-Tech, Inc., in collaboration with Milpitas OEM, and provides a description of the local area, risk factors, vulnerability, the anticipated nature of situations, and consequences, which could threaten or occur in the city and/or county. The LHMP threat assessment adheres to FEMA's Community Preparedness Guide, 201, (CPG-201) principles to ensure the hazard analysis adequately addresses the necessary elements of threats, hazards, risk, vulnerability and consequences. The following threats are identified and discussed:

- Major Earthquake
  - Liquefaction
- Wildland/Urban Interface Fire
- Flood & Dam Inundation
- Landslide Drought/Land Subsidence
- Global Warming
- Thunderstorms and Lightning
- Heat
- Public Health Emergency
- Technological and Resource Emergency
- Hazardous Material Incident
- Terrorism, Complex and Coordinated Attack, & Civil Unrest

It is important to note that these hazards are not mutually exclusive hazards. One or more of these events may occur simultaneously or resulting from one another.

Annually, the Bay Area Urban Area Security Initiative (UASI) coordinates a regional effort to identify, catalog, and prioritize threats and hazards across the Bay Area. This effort culminates in an annually updated report called the Threat and Hazard Identification and Risk Assessment (THIRA). The THIRA helps local public safety agencies prioritize grant funding and

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preparedness/mitigation endeavors to improve capabilities to address the most serious and highly prioritized risks and gaps. The hazards below (in addition to other risk factors) are addressed within the Local Hazard Mitigation Plan. Additionally, the Fire Department, Police Department and Office of Emergency Management receive regular, real time reports from the Northern California Regional Intelligence Center (NCRIC) for on-going threats.

**MAJOR EARTHQUAKE** Milpitas is in the vicinity of several known active and potentially active earthquake faults including the San Andreas, Hayward, and Calaveras faults. A 2014 USGS Earthquake Probabilities Working Group updated the 30-year earthquake forecast for California. They concluded that there is a 72% probability (or likelihood) of at least one earthquake of magnitude 6.7 or greater striking somewhere in the San Francisco Bay Area region before 2043 (See Appendix C: USGS Earthquake Map). A major earthquake of this magnitude occurring in or near Milpitas may cause many deaths and casualties, extensive property damage, and other ensuing hazards. The effects could be aggravated by aftershocks and by the secondary effects of fire, hazardous material/chemical accidents, and possible failure of waterways and dams. Such an earthquake would be catastrophic in its effect upon the population and could exceed the response capabilities of Milpitas, the Operational Area (OA), the California Governor's Office of Emergency Management (Cal OEM), and other state agencies. Emergency operations could be seriously hampered by the loss of communications and damage to transportation routes within, and to and from the disaster area, and by the disruption of public utilities such as power and water.

Two major local earthquakes that have impacted the county include:

- San Francisco Earthquake (1906), magnitude 7.8, 3000 fatalities reported
- Loma Prieta Earthquake (1989), magnitude of 6.9, 63 fatalities

Other significant local earthquakes near or within the county include:

- Concord Earthquake (1955), magnitude 5.4, 1 fatality
- Daly City Earthquake (1957), magnitude 5.3, 1 fatality
- Morgan Hill Earthquake (1984), magnitude 6.2, no fatalities
- Alum Rock Earthquake (2007), magnitude 5.6, no fatalities
- South Napa Earthquake (2014), magnitude 6.0, 1 fatality

The most significant earthquake action in terms of potential structural damage and loss of life is ground shaking and fire. Ground shaking is the movement of the earth's surface in response to a seismic event. The magnitude of the earthquake, distance from the epicenter, and characteristics of surface geology determine the intensity of the ground shaking and the resultant damages.

Damage may include destruction of buildings, making some uninhabitable due to the phenomenon of liquefaction. Liquefaction is the loss of shear strength in the soil. This results from the increase of water pressure caused by the rearrangement of soil particles induced by shaking or vibration. Liquefaction has been observed in many earthquakes, usually in soft, poorly graded granular materials (i.e., loose sands), with high water tables. Liquefaction usually occurs in the soil during or shortly after a large earthquake.



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Every building in the City is exposed to high risk of damage in earthquakes by virtue of being in a seismically active part of the country. Some of these structures face an elevated risk because they are in high hazard zones, such as near a fault, on liquefiable soils, or on slopes subject to landslides. Other structures face high risk because their construction quality is inadequate to withstand strong shaking, as they were built decades ago, before modern building codes were enacted.

Major power plants are expected to sustain some damage due to liquefaction and the ground shaking intensity of the earthquake. The potential impact to the county is lessened by the availability of power from other sources outside the affected area and significant reduction in consumer demand is expected as well. The PG&E Metcalf Transmission Substation is in the south bay in an area of predicted strong shaking and is expected to sustain major damage. Milpitas is particularly at risk due to potential damage and the subsequent after affects resulting from damage to the PG&E natural gas transmission substation located in Milpitas at the interchange of highway 880 and 237.

Another major concern is whether an earthquake disrupts water availability and distribution for needed life support, to treat the sick and injured, and for fire suppression activities. Damage to underground utility lines, or “feeder lines” into the City from local water sources may also make receiving potable and recycled water supply a challenge.

**LIQUEFACTION** The relatively flat, urbanized Valley Floor is underlain by alluvial soil. This soil consists of interlayered, poorly sorted gravel, sand, silt, and clay deposited by water. The thickness of the alluvial soil increases westward from zero at the base of the east hills to 1,000 feet or more at the western edge of the City (Appendix D: Liquefaction Map). The alluvial soil in Milpitas was deposited in and adjacent to stream channels, in low-lying basins between streams, and on the floor of the Bay when the shoreline was further east of its present position. The composition and consistency of alluvial soils varies laterally and vertically over small distances and depths. Most of the alluvial soil in Milpitas is expansive and susceptible to liquefaction, and alluvial areas along creeks may be susceptible to lateral spreading. Local areas have compressible soils, poorly drained soils, shallow ground water, or are susceptible to lateral spreading. Because soil composition varies vertically as well as laterally, several soil types may underlie a site. Liquefaction occurring beneath buildings and other structures can cause major damage during an earthquake.

**WILDLAND/URBAN INTERFACE FIRE (WUI)** The combination of highly flammable fuel, long dry summers and steep slopes creates a natural hazard of large wildland fires in the east hillside of Milpitas. A wildland fire is a fire in which the primary fuel is natural vegetation. Wildland fires can consume thousands of acres of vegetation, timber and agricultural lands. Fires ignited in wildland areas can quickly spread, if unabated, to areas where residential or commercial structures are intermingled with wildland vegetation. Fires that start in urbanized areas can grow into wildland fires. WUI fire hazards are especially pronounced in areas of high structure densities adjacent to undeveloped open space areas with dense vegetation. WUI fires can result in death, injury, economic loss, and a large public investment in fire-fighting activities. Fires can rapidly proliferate to the point that local resources are inadequate.

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Wildfire behavior is based on three primary factors: weather, topography and fuel. Wildland fire season in the county spans the months after the last spring rains have fallen and until the first fall or winter rains occur. The months of August, September, and October have the greatest potential for wildland fires as vegetation dries out, humidity levels fall, and offshore winds blow.

Wildfires can be caused by natural events, such as lightning or high winds. However, most wildland fires are human caused. Campfires, careless smokers, electrical sparks, and arson cause most wildland and WUI fires. In Santa Clara County, electrical equipment, such as power lines and transformers have caused numerous fires. A chronic cause for concern is fires started using mowing and power equipment around very dry vegetation.

Milpitas is responsible for the hillside that falls within the jurisdictional lines (Appendix D: Fire Hazard Map). Cal Fire is responsible for the unincorporated areas that line the east hills bordering Milpitas. However, fire agencies in the county have signed a countywide mutual aid agreement to ensure firefighting resources and personnel will be available to combat wildland and WUI fires. If these resources within the county are not enough to meet the threat, fire resources from throughout California can be summoned under the State's Master Mutual Aid Agreement administered by Cal OEM. All fire agencies in Santa Clara County have signed the California Master Mutual Aid Agreement and participate in mutual aid operations as required.

Additionally, in 2016 the Santa Clara County Community Wildfire Protection Plan (CWPP) was published. The CWPP is a collaborative approach for reducing wildland fire risks to communities and the environment. The plan includes an analysis of conditions such as fire apparatus access, community evacuation, fuels, topography, and weather. The plan also includes proposed projects developed through workshops. The initial focus is on the built environments that intermingle with the vegetated areas of the mountains and hillsides.

**FLOOD** There are approximately four miles of creeks in Milpitas, all of which are susceptible to flooding (Appendix D: Flood Map). Flooding in Milpitas typically occurs due to two interrelated factors – the overflow of major creeks and channels due to limited capacity in relation to flood flows; and, inadequate capacity of local drainage facilities. The Santa Clara Valley Water District (SCVWD) manages the major creeks and channels that flow through the city, while the city of Milpitas maintains the storm drain system and is responsible for managing the flow in the Wrigley-Ford Creek Pump Station.

Milpitas has a history of localized flooding, subsequently Milpitas is a participant in the National Flood Insurance Program (NFIP), which provides property owners and renters with federally backed flood insurance, reduces flood damage through a mandatory local floodplain management ordinance, and identifies and maps flood hazards. The City meets floodplain ordinance requirements through the implementation of Floodplain Management Regulations specified in Section XI, Chapter 15 of the Milpitas Municipal Code (MMC). For further information on flooding and the storm drain system, see the City of Milpitas 2013 Storm Drain Master Plan.

**DAM INUNDATION** Dam failure is the uncontrolled release of impounded water from behind a dam. Flooding, earthquakes, blockages, landslides, lack of maintenance, improper operation, poor

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construction, or sabotage can all cause a dam to fail. Dam failure can result in downstream flooding that can affect property and life. The regional vicinity has several dams that are identified to have the potential to inundate portions of the City of Milpitas to include:

- Anderson Dam and Reservoir
- Coyote Dam and Reservoir
- Sandy Wool Lake Dam
- Higuera Dam

For more information on Dam Inundation affected areas (Appendix D: Dam Inundation Map), reference the Milpitas General Plan Update and the 2013 Storm Drain Master Plan.

**LANDSLIDE** Landslides are downward movement of a slope and materials under the force of gravity. In addition to gravity, extended periods of intense rainfall during the winter months is the primary cause of landslides. In February 2017, the Milpitas hillside at Calaveras Road, east of Evans Road, was subject to a landslide due to disaster storms, that later became a declared federal emergency. The landslide washed out Calaveras Road hillside, and restoration of the roadway project cost approximately one million dollars and shut down the roadway for approximately 6 months. Landslides can also be triggered by seismic activity. Landslides are a significant secondary hazard to wildland fire, where periods of heavy rainfall on denuded slopes cause landslides and mudslides. In Milpitas, (Appendix D: Landslide Map), large landslide deposits are present in the foothills. Although the largest landslides are tens of thousands of years old, portions of many of the landslides have reactivated. Large, deep landslides generally involve unstable bedrock as well as soil. These slides can be deeper than 100 feet. Small, shallow landslides generally involve only soil and weathered bedrock. Some of the steep slopes in the hills are susceptible to recurring debris flows, which are shallow, rapid landslides that often travel many hundreds of feet and impact areas well below the unstable hillsides on which they originate. Sandstone and shale underlie the west-central portion of the Hillside Area west of Spring Valley. Much of the shale is highly susceptible to land sliding. Residual soils are generally silty and sandy clay, less than 2 feet thick, and highly expansive.

The main types of landslide activity:

- **Slide** – Mass movements, where there is a distinct zone of weakness that separates the slide material from more stable underlying material.
- **Fall** – Abrupt movements of masses of geologic materials, including rocks and boulders that become detached from steep slopes or cliffs.
- **Debris Flow** – Rapid mass movement of a combination of loose soil, rock, organic matter, air, and water that mobilize as a slurry flowing down slope. These are most often caused by heavy precipitation and intense surface water runoff in steep gullies.
- **Mudflow** – Earth flow consisting of material that is wet enough to flow rapidly and contains at least 50 percent sand, silt, and clay sized particles. Mudflows can travel at speeds of 35 mph or greater.
- **Creep** – Imperceptibly slow, steady, downward movement of slope-forming soil or rock.

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The occurrence of landslides is determined by both natural and human factors. Natural factors include the cohesive strength and characteristics of the affected minerals, the orientation of joints and planes of weakness between slide material and bedrock, the steepness of slopes, the degree of saturation of ground materials (highly affected by rainfall), and the density of vegetation. Human factors include the over-steepening and over-loading of slopes, the removal of natural vegetation, and the addition of water to the soil by watering of lawns and septic system drain fields, and onsite ponding of storm runoff.

**DROUGHT/LAND SUBSIDENCE** Droughts are short-term or long-term water deficiencies that cause environmental, and societal impacts. Droughts can last for indeterminate periods of time. Extended periods of drought can increase the risk of wildfire occurrences, can impact public water supplies and create land subsidence.

Land subsidence occurs when large amounts of ground water have been withdrawn from certain types of rocks, such as fine-grained sediments (Appendix D: Shrink & Swell Map). Rock compacts because the water is partly responsible for holding the ground up. Land subsidence is most often caused by human activities, mainly from the removal of subsurface water. Compaction of soils in some aquifer systems can accompany excessive groundwater pumping and it is by far the single largest cause of subsidence.

**GLOBAL WARMING** According to scientific projections, global warming will bring more frequent extreme heat events, worse air pollution, and sea level rise. These conditions will cause residential and commercial displacement, and more coastal and riverine flooding from extreme storms. Which in turn will have a significant impact on public health and disproportionately impact the area's most vulnerable populations of children, elders, people with chronic diseases, outdoor workers, and people living in poverty.

**THUNDERSTORMS AND LIGHTNING** Some thunderstorms can be seen approaching, while other times they can hit without warning. It is important to learn and recognize the danger signs and to plan. A severe thunderstorm watch is issued by the NWS when damaging winds of 58 miles per hour or more, or hail three-fourths of an inch in diameter or greater is likely to develop. A severe thunderstorm warning is issued when a severe thunderstorm has been sighted or is indicated by weather radar. While infrequent, lightning also poses a significant fire risk to the eastern hillside bordering Milpitas, most especially following many years of drought, making susceptible dead hillside vegetation.

**PUBLIC SAFETY POWER SHUTDOWNS (PSPS) AND UNEXPECTED EXTENDED POWER LOSS** Due to the increase of wildfire frequency in urbanized areas as a result of electric power structural failures, the Pacific Gas and Electric Company (PG&E), the electricity provider to the residents of Milpitas, has developed a plan to shutdown (PSPS) sections of the power grid during heightened risk of electrical failure, thereby significantly reducing the risk of fire in wildland urban areas. Conditions such as low humidity levels and wind gusts determine shutdown criteria. However, because these are naturally occurring conditions, the ability to reinstate power can exceed 48+ hours (depending on the passage of such weather conditions), extending that timeline even longer if infrastructure

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damage needs to be resolved prior to reenergization of the lines. In addition to PSPS conditions, often inclement weather, or sudden damage such as a car accident, will knock power off unexpectedly. Because it was unplanned and a result of infrastructure damage, extended times of power loss occur unexpectedly and can last many days.

**HEAT** While heat waves do not elicit the same immediate response as floods, fires, and earthquakes, they have claimed more lives over the past fifteen years than all other proclaimed disaster events combined. Milpitas OEM works with recreation services to provide “cooling centers” to individuals in need at City recreation facilities during business hours. Notification is provided to the general public via social media platforms and emergency responder awareness. Alternate facilities open outside of Milpitas facility business hours are also suggested as local cooling centers. Santa Clara County OEM also provides a list and promotes cooling center locations throughout the County.

The National Weather Service (NWS) uses the Heat Index to issue excessive heat watches and warnings. The Heat Index combines air temperature and relative humidity to determine the human-perceived equivalent temperature. NWS will issue an excessive heat watch when conditions are favorable for an excessive heat event in the next 24 to 72 hours. An excessive heat event is generally defined as when the maximum heat index temperature is expected to be 105° or higher for at least 2 days and nighttime air temperatures will not drop below 75°. An excessive heat warning is issued within 12 hours of the onset of extremely dangerous heat conditions.

**COLD** While Milpitas is not generally known for having extremely cold weather, temperatures nearing freezing (32 degrees Fahrenheit or 0 degrees Celsius) can be dangerous when exposed for extended periods without proper shelter or clothing. Unusually cold temperatures pose a risk to homeless populations and other demographics within the City of Milpitas.

The NWS issues Wind Chill Watches and Warnings, Freeze Watches and Warnings, and Frost Advisories. These notifications are based on several factors to include temperature, wind speed, humidity, and various other factors. These notifications may illicit a response in various forms, such as the activation of Countywide overnight warming shelters or daytime warming shelters during Milpitas recreation facilities business hours. Notification of these shelters are advertised the same way the cooling centers are promoted.

**PUBLIC HEALTH EMERGENCY** A public health emergency involves the occurrence of any situation or event involving the presence and risk of exposure to any hazardous substance, waste or material; or communicable disease, virus or contagion, which significantly impacts life safety. A public health emergency is proclaimed when a toxic substance or communicable disease is present in such a form as to significantly impact life safety within the population at large.

Typical public health emergency situations include the following:

- Exposure to released toxic substance, chemical or material
- Exposure to fluid or airborne pathogen
- Exposure to high levels of environmental pollution



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- Exposure to infectious disease
  - Exposure to contaminated food and beverages
  - Exposure to untreated liquid and solid waste

Public health emergencies are rare occurrences and generally occur infrequently, although the spread of communicable diseases within a selected community or population group may reach such large proportions as to be proclaimed an epidemic. Widespread exposure to communicable diseases and released hazards can have devastating effects on unprotected populations. Past epidemics including influenza have claimed millions of lives.

New strains of viruses and other communicable diseases are being identified that are resistant to existing vaccinations and medical inoculations. These new "super viruses" have characteristics and qualities that are, in many instances, much more virulent and dangerous than diseases and maladies commonly experienced.

Public health emergencies can occur or might generate from any of the following locations:

- Locations where hazardous materials are stored, processed, used, or transported
- Hospitals, clinics and other medical treatment facilities
- Laboratories and research facilities
- Natural environments that are breeding grounds for pathogens
- Areas subject to high concentrations of pollutants

The introduction of any contagious pathogen or disease into the general population can result in the development of an epidemic. The occurrence of an epidemic in Santa Clara County could result in the death of hundreds, if not thousands, of people over a relatively short period of time. The Public Health Department has prepared for pandemic disease events, including pandemic flu.

**TECHNOLOGICAL AND RESOURCE EMERGENCY** Technological and resource emergencies may involve the disruption of critical lifeline systems, collapse of engineered structures, failure of essential service facilities, or widespread shortage of critical materials, supplies and subsistence items. Generally, technological emergencies occur when a human engineered system fails, whether due to poor design, lack of effective preventive maintenance, sabotage, virus, or demand overload.

The following hazards are associated with technological and resource emergencies:

- Disruption of essential services (i.e., electricity, gas, and water)
- Loss of government's ability to provide services
- Potential adverse impact to the environment
- Panic resulting from shortages of key commodities and subsistence items
- Disruption of commerce and business activity vital to the community
- Significant economic impact associated with production delays, lost revenues and costs associated system restoration and recovery

All of Santa Clara County is dependent upon a highly complex technological infrastructure. The public depends on the continuation of commercial utility operations, the safety of transportation

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structures and facilities, the production of critical commodities, and the distribution of essential supplies.

Lifeline system disruptions, such as commercial power outages, occur on a regular basis. In most instances, service is restored within a very short time period. However, following the 1989 Loma Prieta earthquake, commercial power was disrupted throughout the county for over 24 hours, resulting in a significant impact to public and private activities.

The following facility/structure types are generally considered to be at risk for disruptions and/or outages:

- Power generation and distribution substations
- Wastewater treatment plants
- Water storage and distribution facilities
- Hospitals, fire stations, police stations, and other essential service facilities
- Key highway bridges, airport facilities, and rail lines
- Critical government and commercial communications and broadcast facilities
- Key subsistence production, processing, storage, and distribution facilities
- Fuel processing and distribution facilities
- Flood control facilities

**HAZARDOUS MATERIAL INCIDENT** The release of hazardous materials has the potential for adverse impacts upon human health, the environment, and property, depending upon the type, location, and quantity of material released. Jurisdictions near roadways that are frequently used for transporting hazardous materials and jurisdictions with industrial facilities that use, store, or dispose of such materials, all have increased potential for major hazardous material incidents.

There are four major highways in the county that carry large quantities of hazardous materials: U.S. 101, I-880, I-680, and I-280. U.S. 101 and I-880 are the most heavily traveled in terms of truck traffic and are the most frequent location of hazardous materials spills which occur on major roads. The Union Pacific Rail Road (UPRR) travels through the middle of Milpitas, in densely populated areas by housing, schools, the Great Mall and the BART/ Light rail interchange station. Additionally, fuel pipelines run underground through the City. The Santa Fe railroad right of way parallels U.S. 101 through the heavily populated eastern side of the county. Natural gas pipelines split in Milpitas at the PG&E substation, with pipelines running underground along U.S. 101 and I-880. Truck, rail, and pipeline transfer facilities are concentrated in this region, and are involved in considerable handling of hazardous materials.

Santa Clara County industries use and produce large amounts of hazardous materials that require on-site management and off-site disposal. These materials could be released during disasters such as earthquakes or terrorist attacks. Large amounts of the hazardous waste generated in the county is transported off-site to pre-approved treatment and disposal sites throughout the state. The balance is disposed of on-site through methods including evaporation ponds, incineration, pre-treatment of sewage discharge, and recycling.

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Emergency response actions associated with hazardous materials are presented in the *County of Santa Clara Hazardous Materials Area Plan* which is maintained by the Department of Environmental Health Hazardous Material Compliance Division.

**TERRORISM** The use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion or ransom. Terrorists often use threats to create fear among the public, to try to convince residents that their government is powerless to prevent terrorism, and to get immediate publicity for their causes.

Terrorist activities are an increasing threat to our society, and those attacks have occurred against both the public and private sectors. Since September 11, 2001, intelligence gathering capabilities and cooperative working relationships between local, state and federal governments has been enhanced to thwart additional terrorist attacks.

**COMPLEX AND COORDINATED ATTACK** A complex attack is conducted by multiple hostile elements which employ at least two distinct classes of weapon systems (i.e. indirect fire, direct fire, homemade explosives) against one or more targets. A coordinated attack exhibits deliberate planning conducted by multiple hostile elements, against one or more targets from multiple locations. A coordinated attack may involve any number of weapon systems. The key difference between a complex attack and a coordinated attack is that a coordinated attack requires the indication of long-term planning.

**CIVIL UNREST** A civil unrest activity such as a demonstration, riot, or strike that disrupts a community and requires intervention to maintain public safety.

## CORE CAPABILITY OVERVIEW

In the National Preparedness Goal, the Federal Emergency Management Agency (FEMA) describes 32 core capabilities that address the greatest risks to the nation. As a community the county contributes to the Goal and strengthens our local and national preparedness by preparing for the risks that are most relevant and urgent for Milpitas. Each core capability is listed below by FEMA's five Mission Areas (Prevention, Protection, Mitigation, Response and Recovery) The 32 core capabilities are listed below:

### COVERING ALL FIVE MISSION AREAS

**Planning (All)** – Conduct a systematic process engaging the whole community, as appropriate, in the development of executable strategic, operational, and/or tactical-level approaches to meet defined objectives.

**Public Information and Warning (All)** – Deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally

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and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

**Operational Coordination (All)** – Establish and maintain a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

## **PREVENTION:**

**Forensics and Attribution** – Conduct forensic analysis and attribute terrorist acts (including the means and methods of terrorism) to their source, to include forensic analysis as well as attribution for an attack and for the preparation for an attack in an effort to prevent initial or follow-on acts and/or swiftly develop counter-options.

**Intelligence and Information Sharing** – Provide timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning physical and cyber threats to the OA, its people, property, or interests. Information sharing is the ability to exchange intelligence, information, data, or knowledge among government or private sector entities, as appropriate.

**Interdiction and Disruption** – Delay, divert, intercept, halt, apprehend, or secure threats and/or hazards.

**Screening, Search, and Detection** – Identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. This may include the use of systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

## **PROTECTION**

**Access Control and Identity Verification** – Apply and support necessary physical, technological, and cyber measures to control admittance to critical locations and systems.

**Cybersecurity** – Protect (and if needed, restore) electronic communications systems, information, and services from damage, unauthorized use, and exploitation.

**Intelligence and Information Sharing** – See Prevention

**Interdiction and Disruption** – See Prevention

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**Physical Protective Measures** – Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.

**Risk Management for Protection Programs and Activities** – Identify, assess, and prioritize risks to inform Protection activities, countermeasures, and investments.

**Screening, Search, and Detection – See Prevention**

**Supply Chain Integrity and Security (Protection)** – Strengthen the security and resilience of the supply chain.

## **MITIGATION**

**Community Resilience** – Enable the recognition, understanding, communication of, and planning for risk and empower individuals and communities to make informed risk management decisions necessary to adapt to, withstand, and quickly recover from future incidents.

**Long-term Vulnerability Reduction** – Build and sustain resilient systems, communities, and critical infrastructure and key resources lifelines to reduce their vulnerability to natural, technological, and human-caused threats and hazards by lessening the likelihood, severity, and duration of the adverse consequences.

**Risk and Disaster Resilience Assessment** – Assess risk and disaster resilience so that decision makers, responders, and community members can take informed action to reduce their entity's risk and increase their resilience.

**Threats and Hazards Identification** – Identify the threats and hazards that occur in the geographic area; determine the frequency and magnitude; and incorporate this into analysis and planning processes to clearly understand the needs of a community or entity.

## **RESPONSE**

**Critical Transportation**– Provide transportation (including infrastructure access and accessible transportation services) for response priority objectives, including the evacuation of people and animals, and the delivery of vital response personnel, equipment, and services into the affected areas.

**Environmental Response/Health and Safety** – Conduct appropriate measures to ensure the protection of the health and safety of the public and workers, as well as the environment, from all-hazards in support of responder operations and the affected communities.

**Fatality Management Services**– Provide fatality management services, including decedent remains recovery and victim identification, working with local, state, tribal, territorial, insular area,



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and federal authorities to provide mortuary processes, temporary storage or permanent internment solutions, sharing information with mass care services for the purpose of reunifying family members and caregivers with missing persons/remains, and providing counseling to the bereaved.

**Fire Management and Suppression** – Provide structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area.

**Infrastructure Systems** – Stabilize critical infrastructure functions, minimize health and safety threats, and efficiently restore and revitalize systems and services to support a viable, resilient community.

**Logistics and Supply Management** – Deliver essential commodities, equipment, and services in support of impacted communities and survivors, to include emergency power and fuel support, as well as the coordination of access to community staples. Synchronize logistics capabilities and enable the restoration of impacted supply chains.

**Mass Care Services** – Provide life-sustaining and human services to the affected population, to include hydration, feeding, sheltering, temporary housing, evacuee support, reunification, and distribution of emergency supplies.

**Mass Search and Rescue Operations** – Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible.

**On-scene Security, Protection, and Law Enforcement** – Ensure a safe and secure environment through law enforcement and related security and protection operations for people and communities located within affected areas and for response personnel engaged in lifesaving and life-sustaining operations.

**Operational Communications** – Ensure the capacity for timely communications in support of security, situational awareness, and operations available, among and between affected communities in the impact area and all response forces.

**Public Health, Healthcare, and Emergency Medical Services** – Provide lifesaving medical treatment via Emergency Medical Services and related operations and avoid additional disease and injury by providing targeted public health, medical, and behavioral health support, and products to all affected populations.

**Situational Assessment** – Provide all decision makers with decision-relevant information regarding the nature and extent of the hazard, any cascading effects, and the status of the response.

## RECOVERY

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**Economic Recovery** – Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.

**Health and Social Services** – Restore and improve health and social services capabilities and networks to promote the resilience, independence, health (including behavioral health), and well-being of the whole community.

**Housing** – Implement housing solutions that effectively support the needs of the whole community and contribute to its sustainability and resilience.

**Infrastructure Systems– See Response**

**Natural and Cultural Resources** – Protect natural and cultural resources and historic properties through appropriate planning, mitigation, response, and recovery actions to preserve, conserve, rehabilitate, and restore them consistent with post-disaster community priorities and best practices and in compliance with applicable environmental and historic preservation laws and executive orders.



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## AUTHORITIES AND REFERENCES

Emergency response, like all governmental action, is based on legal authority. Milpitas' Emergency Operations Plan (EOP), follows federal, state, and local regulations and guidelines and was approved by the City Council on August X, 2021 through adoption of Resolution #XXXX (for copies of Resolutions, please contact the Milpitas City Clerk's Office). Additionally, best practices and lessons-learned have also been integrated into this plan where possible; these were identified in the review of after-action reports from recent national large-scale disasters, incidents, and events (to include Stafford Act, non-Stafford Act, terrorist non-Stafford act, and off-shore non-Stafford act incidents and events).

The following authorities and references form the basis for the organizational and planning principles presented in the Emergency Operations Plan:

### LOCAL

- City of Milpitas Municipal Code, "Title V – Public, Health Safety and Welfare"
- City of Milpitas General Plan Update, 2021
- City of Milpitas Capital Improvement Plan, Project No. 3445
- 2018 Local Hazard Mitigation Plan, Volume II, Milpitas Section
- City of Milpitas Administrative Policies (previously referred to as Standard Operating Procedures)
- Continuity of Operations Plan/Continuity of Government, DRAFT format

### Santa Clara County

- County of Santa Clara, Code of Ordinances, Section A-8, "Civil Protection and Emergency Services".
- County of Santa Clara Emergency Operations Plan (2017)
- Santa Clara County Operational Area Local Hazard Mitigation Plan (2017)

### STATE OF CALIFORNIA

- California Emergency Services Act (CA Govt. Code §8550 et seq.)
- Accessibility to Emergency Information and Services (CA Govt. Code §8593.3)
- Disaster Service Worker (CA Labor Code §3211.92)
- Cal OES Disaster Service Worker Volunteer Guidance
- State of California Emergency Plan (SEP), State of California, Cal OES (2017)
- California Disaster Assistance Act (CDAA), Government Code Chapter 7.5, Div. 1, Title 2

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- California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA)
  - Standardized Emergency Management System Regulations, (19 California Code of Regulations [CCR], §2400 – 2450)
  - CDAA Regulations (19 CCR §2900 – 2999.5)
  - California Animal Response Emergency System (CARES) (CA Govt. Code §8608)
  - Local Emergency Prevention Measures for County Health Official: California Health and Safety Code §101040
  - Orders and Regulations that may be selectively promulgated by the Governor during a State of Emergency or State of War Emergency.

#### FEDERAL

- Robert T. Stafford Emergency Disaster Relief and Emergency Assistance Act (42 U.S. Code [USC] §5121 et seq.) as amended.
- Federal Disaster Relief Regulations (44 Code of Federal Regulations [CFR], Part 206)
- Homeland Security Presidential Directive 5: Management of Domestic Incidents, Feb. 2003
- Homeland Security Presidential Directive 21: Public Health & Medical Preparedness, Oct. 2007
- Presidential Policy Directive-8: National Preparedness, Mar. 2011
- National Response Plan, U.S. Department of Homeland Security, Dec. 2004
- National Response Framework, U.S. Department of Homeland Security, May 2013
- Americans with Disabilities Act of 1990 (ADA) (42 USC §12101-12213) as amended
- Federal Civil Defense Act of 1950 (Public Law [PL] 81-950) as amended
- Post-Katrina Emergency Management Reform Act, 2006
- Pets Evacuation and Transportation Standards Act (PETS), 2006 (42 USC §5196a-d)

#### AFTER-ACTION REPORTS REVIEWED DURING PLAN DEVELOPMENT

- Sonoma County Complex Fires After Action Report & Improvement Plan, June 2018
- Cal OEM Public Alert and Warning Program Assessment for Sonoma County, February 2018
- San Diego Wildfires After Action Report, May 2014
- NYC Hurricane Sandy After Action Report, New York 2013
- Hurricane Sandy FEMA After-Action Report, Federal Emergency Management Agency, 2013



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- After Action Report for the Response to the 2013 Boston Marathon Bombings, Massachusetts Emergency Management Agency
  - U.S. Response to the Ebola Epidemic in West Africa, Fact Sheet, 2014
  - Incident Specific Preparedness Review (ISPR)—Deepwater Horizon Oil Spill, U.S. Coast Guard, Department of Homeland Security, March 2011

In addition to the above AAR's, lessons learned from Operational Area practitioners deployed through the California Emergency Management Mutual Aid system to Lake County, Sonoma, Santa Barbara, informed this document.

## SITUATION OVERVIEW

The City profile and threat/hazard analysis summary sections below provide an overview of the potential situation facing the City. This section identifies the risks and/or unique circumstances about the City that help emergency planners and city executives make preparedness decisions. The planning assumptions are as follows (It is important to note that not all assumptions will occur with any one incident):

- Emergency management activities are accomplished using SEMS and NIMS.
- All emergency response staff are trained and experienced in operating under the SEMS/NIMS/ICS protocols and procedures.
- Milpitas maintains operational control and responsibility for emergency management activities within city limits, unless superseded by statute or agreement in accordance with authorities conveyed under state law and local ordinances.
- Mutual aid assistance is requested when disaster relief requirements exceed the City's ability to meet them.
- Mutual aid assistance is provided when requested if resources are available in accordance with the authorities defined in the California MMAA.
- The residents in Milpitas will be expected to provide for their immediate needs to the extent possible for potentially several days following a catastrophic event, or for at least 24 hours following a location-specific incident. This may include public as well as private resources in the form of lifeline services.
- Public, private and volunteer organizations, and the general public will have to utilize their own resources and be self-sufficient for potentially several days, possibly longer.
- In the event of a large-scale incident or event, it may become necessary to shelter a substantial number of the Milpitas population due to either evacuation or damage to residences.
- A regional incident such as catastrophic earthquake would adversely impact local government and response capabilities. Consequently, several local emergencies may be proclaimed.

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- Communications, electrical power, water lines, natural gas lines, sewer lines, and fuel stations may be seriously impaired following a major incident and may not be fully restored for 30 days or more.
  - Transportation corridors will be affected so only equipment, food, supplies, and materials on hand may be available for use during the first several days or more of emergency operations.
  - Large numbers of medically fragile evacuees may require transportation to/from shelter locations.
  - It is possible only emergency response personnel on duty at the time of a significant earthquake will be available during the first operational period.
  - Infrastructure damage may limit the number of emergency response personnel available to staff the EOC or other incident management organization functions for at least 12 hours.
  - In the event of a complex large incident or event, a clear picture regarding the extent of damage, loss of life, and injuries may not be known for well over 24 hours.
  - Milpitas will be responsible for utilizing all available local resources along with initiating mutual aid and cooperative assistance agreements before requesting assistance from the Santa Clara County, per SEMS.
  - There will be multiple operations or logistics needs for the same facilities located in the county although owned and controlled by outside agencies including the State and Federal government or the private sector.
  - Milpitas planning, policies, strategies, operations, and tactics will make every effort to consider the needs of the general population, children of all ages, individuals with disabilities and others with access and functional needs.
  - Some evacuees may require specialized medical care found only in a hospital, and/or access to medication, refrigeration, mobility devices, or service animals.
  - Milpitas Emergency Operations Care and Shelter in collaboration with the American Red Cross will ensure shelters meet the minimum requirements of the Americans with Disabilities Act of 1990 (ADA).
  - Milpitas' EOC capabilities may be limited for the first operational period if means of communications are impacted.
  - Essential services will be maintained if conditions permit.
  - An emergency will require prompt and effective response and recovery operations by the entire Milpitas incident management enterprise, to include emergency services, mutual aid resources, disaster relief and volunteer organizations, the private sector, the elected, executive, strategic, operational, and tactical incident responders, and the whole community.

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- Because of damage to the transportation infrastructure, out-of-region mutual aid, State and Federal resources, and resources from other states may not begin to arrive for several days.
  - Parts of the Milpitas may be affected by environmental and technological emergencies.
  - The Department of Homeland Security will provide threat conditions and identify possible targets through the regional intelligence collection and dissemination structures.
  - Control over Milpitas resources will remain at the local level even though the Governor has the legal authority to assume control in a State Proclamation of Emergency.

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## CONCEPT OF OPERATIONS

This section explains in broad terms, the City's intent regarding emergency response operations and describes how the emergency response organization accomplishes its mission. Ideally, it offers clear methodology to realize the goals and objectives to execute the Plan. It includes roles and responsibilities, the organizational element of the overall emergency management program, a brief discussion of the EOC activation levels, and a description of control, direction, and intra-and interagency coordination.

## SEMS AND NIMS COMPLIANCE

In accordance with state and federal laws, the City of Milpitas has officially adopted and integrated the following emergency management, response and coordination systems:

- Standardized Emergency Management System (SEMS)
- National Incident Management System (NIMS)

Together, these operational systems outline how critical incidents, emergencies, and disasters will be coordinated in the field, at the local level, and up through to the County, Region, State and Federal levels. The City of Milpitas EOP complies with Federal guidance to use NIMS and State guidance to use SEMS. An overview of each system is included below.

### SEMS



SEMS is a NIMS-compliant system used to manage multi-agency and multi-jurisdictional responses to emergencies in California. SEMS consists of five hierarchical levels: field, local, government, operational area, region and state. SEMS incorporates the principals of ICS, the MMAA, existing discipline-specific mutual aid agreements, the operational area concept, and multi-agency or interagency coordination and communication. Under SEMS, response activities are managed at the lowest possible organizational level starting with Field Response level followed by Local Government, Operational Area, Region and State.

### FIELD OPERATION

The field response level is where emergency response personnel and resources, under the command of an appropriate authority, carry out tactical decisions and activations in direct response to an incident, multiple incidents, or threat. This is the incident level- where the emergency response begins. SEMS regulations require the use of ICS at this level of an incident. Field response agencies are most often represented by local fire, law and public works. As events evolve

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and require activation of the EOC, field level resources maintain local command of incident response and mitigation (in the form of a DOC) while coordinating with the EOC.

#### LOCAL GOVERNMENT

The City of Milpitas is a local government. According to California Government Code and SEMS doctrine, a local agency (local government) includes incorporated cities, special districts, and the county. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. This includes Milpitas field response coordination with the EOC, and further extending beyond Milpitas' capabilities, to include reaching out to the Santa Clara County Office of Emergency Management, also known as the Operational Area (OA), for additional resources. Milpitas uses SEMS/ NIMS when the emergency operations center is activated or a local emergency is declared. Local governments are required to adopt and use SEMS when their EOC are activated or a local emergency is proclaimed in order to be eligible for State reimbursement of response-related costs.

#### OPERATIONAL AREA

It encompasses a county's boundaries and all political subdivisions within that county, including special districts. The County of Santa Clara is the designated Operational Area in which Milpitas resides. The Operational Area facilitates and/or coordinates information, resources, and decisions regarding priorities among the local governments in the Operational Area.

The "Operational Area" is conceptual in nature and incorporates the effective incident management collaboration of the various jurisdictions within the boundaries of Santa Clara County. Santa Clara County is charged with taking the lead coordination and arbitration role within the OA and with being the primary point of contact and for the region and state. In an OA lead entity capacity, the County manages and/or coordinates information, resources, and priorities among the towns/cities, and serves as the link between the local government level and the regional level. At this level, the governing bodies are required in SEMS to reach consensus on how resources will be allocated in a major crisis affecting multiple jurisdictions or agencies.

California Government Code, Title 2, Division 1, Chapter 7, Article 9—California Emergency Services Act— defines an operational area as:

"Each county is designated as an operational area. In a state of war emergency each operational area shall serve as a link in the system of communications and coordination between the States emergency operating centers and the operating centers of the political subdivisions comprising the operational area.

The governing bodies of each county and of the political subdivisions in the county may organize and structure their operational area.

An operational area may be used by the county and the political subdivisions comprising the operational area for the coordination of emergency activities and to serve as a link in the communications system during a state of emergency or a local emergency." (Government Code § 8605)



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Additionally, in accordance with California Code of Regulations, Title 19, Division 2, Chapter 1, Article 4—Standardized Emergency Management System—“The county government shall serve as the lead agency of the operational area unless another member agency of the operational area assumes that responsibility by written agreement with County government.” (19 California Code of Regulations § 2409)

In accordance with state statute the OA was organized in 1995 with a cooperative agreement (Santa Clara County Ordinance Code § A8-5) between the County and the 15 cities/towns located within the county geographic area. The Santa Clara County Operational Area Disaster Response and Recovery Organization Interim Agreement defines the OA and provides for sharing of critical information and emergency resources in a disaster, as well as for compliance with SEMS requirements.

The Operational Area serves as the coordination and communication link between the Local government and the Regional level (Cal OES Coastal Region). An Operational Area is the intermediate level of the State’s emergency management organization.

## REGION

The Regional level manages and coordinates information and resources among the Operational Areas within the mutual aid region, and also between the Operational Area and the State level. The administration regions serve as the conduit for local and regional perspective and provide a physical presence for Cal OES functions at the local level in all phases of emergency management. The Regional level also coordinates overall State agency support for emergency response activities in the Region. California is divided into three California Governor’s Office of Emergency Services (Cal OES) administrative regions – Inland, Coastal and Southern. Milpitas is within the Cal OES Coastal Region, which also serves as Mutual Aid Region II, based out of Alameda County. Regional response support activities are coordinated out of the Regional EOC (REOC), but some mutual aid will be coordinated between the Operational Area and Regional Mutual Aid Coordinators. This is to provide for more effective application and coordination of mutual aid and other related activities.

## STATE

The State Operations Center (SOC) level is in Sacramento at the Cal OES headquarters. The State level of SEMS prioritizes tasks and coordinates State resources in response to requests from the Regional level; it coordinates mutual aid among the Mutual Aid regions and between the Regional level and State level. The State level also serves as the coordination and communication link between the State and Federal emergency response system. The State level requests assistance from other State governments through the Emergency Management Assistance Compact (EMAC) and similar interstate compacts/agreements; it coordinates with FEMA when Federal assistance is requested. The State level operates out of the State Operations Center (SOC).

## NIMS

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NIMS guides all levels of government, non-governmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS defines operational systems, including the Incident Command System (ICS), Emergency Operations Center (EOC) structures, and Multiagency Coordination Groups (MAC Groups) that guide how personnel work together during incidents. NIMS applies to all incidents, regardless of size, complexity, or scope, and planned events (e.g. sporting events).

## INCIDENT COMMAND SYSTEM (ICS)

A primary component of SEMS and NIMS, ICS is a standardized on-scene emergency management system designed to allow for an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications using a common organizational structure and standardized procedures, per the ICS Field Operations Guide.

ICS is based on a flexible, scalable response organization. This organization provides a common framework within which people can work together effectively. Because response personnel may be drawn from multiple agencies that do not routinely work together, ICS is designed to establish standard response and operational procedures. This reduces the potential for miscommunication during incident response.

## NATIONAL RESPONSE FRAMEWORK (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In most incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support. The NRF and NIMS are designed to work in tandem to improve the Nation's incident management capabilities and overall efficiency.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF OEM does not alter or impede the ability of first responders to carry out their specific authorities or perform their responsibilities.

## INTEGRATING FEDERAL, STATE, AND LOCAL SYSTEMS

Taken together the NRF, SEMS, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines,

non-governmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management. Field level emergency responders, Department Operations Center (DOC) staff, Emergency Operations Center (EOC) staff, department executives, elected officials, and public information officers all have a vital role in successful comprehensive incident management.

## ROLES & RESPONSIBILITIES

|                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City Council                                                      | <ul style="list-style-type: none"> <li>- Ratifies formal proclamation of a local emergency</li> <li>- Approves the EOP and any future revisions</li> <li>- Approves or waives City regulations to facilitate an effective emergency response.</li> </ul>                                                                                                                                                                                                                                                                                                                                         |
| City Manager's Office                                             | <ul style="list-style-type: none"> <li>- Approves emergency management policies and procedures.</li> <li>- Issues local emergency proclamation for the City.</li> <li>- Directs EOC during activations.</li> <li>- Provides direction for the overall City coordination of Local Emergency Response efforts.</li> <li>- Leads City recovery efforts.</li> </ul>                                                                                                                                                                                                                                  |
| City Public Information Officer                                   | <ul style="list-style-type: none"> <li>- Informs the Council and the Public regarding the status of the emergency under the direction of the City Manager or designee.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                |
| Office of Emergency Management/<br>Emergency Services Coordinator | <ul style="list-style-type: none"> <li>- Oversees the Emergency Management Program.</li> <li>- Advises the City Manager on emergency management policies and procedures.</li> <li>- Provides emergency management training.</li> <li>- Provides advanced planning for multitude of emergencies.</li> <li>- Initiates warnings and notifications.</li> <li>- Maintains the EOP and the EOC in a constant state of readiness.</li> <li>- Oversees CERT and RACES volunteer activations and DSWVP status.</li> <li>- Sends emergency alert notifications to employees/DSWs via AlertSCC.</li> </ul> |
| City Attorney                                                     | <ul style="list-style-type: none"> <li>- Provides legal advice during emergency operations.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| City Clerk                                                        | <ul style="list-style-type: none"> <li>- Maintains critical government vital records.</li> <li>- Establishes the Disaster Volunteer Center.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Economic Development | <ul style="list-style-type: none"> <li>- Assists with post-disaster economic recovery.</li> <li>- Serves as liaison efforts to the private sector.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Finance              | <ul style="list-style-type: none"> <li>- Manages City fiscal resources.</li> <li>- Establishes systems/procedures in advance of an emergency including cost accounting, procurement for emergencies and recovery.</li> <li>- Supports emergency resource procurement.</li> <li>- Manages time keeping, coding and payroll.</li> <li>- Facilitates post-disaster cost recovery.</li> <li>- Conducts internal audits on incident related costs.</li> </ul>                                                                                                                                                                                                          |
| Fire                 | <ul style="list-style-type: none"> <li>- Mitigates fire risk through public information and outreach.</li> <li>- Ensures fire code compliance, and adoption of new codes.</li> <li>- Confines and extinguishes fires.</li> <li>- Provides search, rescue and recovery operations.</li> <li>- Coordinates Fire and Rescue Mutual Aid for the City.</li> <li>- Responds to HAZMAT incidents.</li> <li>- Conducts triage and victim care during a mass casualty event.</li> <li>- Assists Law Enforcement with evacuations in the city.</li> <li>- OEM coordinates and assists efforts in the EOC.</li> <li>- Coordinates trained volunteers through OEM.</li> </ul> |
| Building             | <ul style="list-style-type: none"> <li>- Coordinates safety assessments.</li> <li>- Coordinates damage inspection activities for city sites and private sector.</li> <li>- Coordinates mutual aid through the state for building inspector services.</li> <li>- Works with the County to coordinate post-disaster interim, transitional, and long-term housing solutions.</li> <li>- Manages land use changes post-disaster when changes need to be made to avert similar problems in the future.</li> <li>- Adopts updated building codes as necessary.</li> </ul>                                                                                               |
| Engineering          | <ul style="list-style-type: none"> <li>- Coordinates with the Building Department.</li> <li>- Conducts inspections on City infrastructure.</li> <li>- Coordinates mutual aid through the state for engineering services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Human Resources      | <ul style="list-style-type: none"> <li>- Manages workers compensations claims.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | <ul style="list-style-type: none"> <li>- Facilitates the Disaster Volunteer Center.</li> <li>- Swears in Disaster Service Workers, both volunteer and city staff.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Information Technology | <ul style="list-style-type: none"> <li>- Restores priority systems per the COOP.</li> <li>- Provides technical support for all IT applications, systems and services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Parks and Recreation   | <ul style="list-style-type: none"> <li>- Coordinates shelter activations and operations.</li> <li>- Coordinates the provisions of mass care services.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Police Department      | <ul style="list-style-type: none"> <li>- Manages and coordinates evacuations in the city.</li> <li>- Provides security and perimeter control for critical facilities and other vulnerable emergency response locations.</li> <li>- Coordinates law enforcement mutual aid.</li> <li>- Manages law enforcement activities for the city.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Public Works           | <ul style="list-style-type: none"> <li>- Coordinates debris management activities.</li> <li>- Coordinates debris clearance from road and right of ways.</li> <li>- Identifies temporary collection and processing sites for debris.</li> <li>- Assists in damage safety assessments for City facilities.</li> <li>- Manages city vehicle fleet and fuel management.</li> <li>- Provides water service to the city, coordinates repair of the infrastructure and restoration of services.</li> <li>- Provides wastewater services, coordinates repair of infrastructure and restoration of services.</li> <li>- Maintains transportation technology systems and sewer and storm drainage systems on city roads.</li> <li>- Windshield survey damage assessments to city infrastructure.</li> </ul> |

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## PROCLAIMING A LOCAL EMERGENCY

The City Manager serves as the Director of Emergency Services. The Director of Emergency Services may request the City Council to proclaim the existence or threatened existence of a “local emergency” if the City Council is in session, or to issue such proclamation if the City Council is not in session. Whenever a local emergency is proclaimed by the Director, the City Council shall take action to ratify the proclamation within seven days thereafter or the proclamation shall have no further force or effect (Milpitas Municipal Code, Title V, Chapter 1, 4.01 – 4.02). If the governing body ratifies the proclamation, and the proclamation extends beyond seven days, the governing body must review the need to continue the proclamation at least every fourteen days until the Local Emergency is terminated. In any case, the governing body must proclaim the termination of the Local Emergency as soon as conditions warrant. When Santa Clara County proclaims a Local Emergency, the City of Milpitas will be covered under their proclamation. According to the California Emergency Services Act, a proclamation of Local Emergency provides the local governing body the authority to:

- Request and receive assistance from local agencies and assistance from the State under the California Disaster Assistance Act (CDAA).
- In the absence of a Presidentially proclaimed State of War Emergency or State of Emergency, recover from the State the cost of extraordinary services incurred in executing mutual aid agreements. (Reimbursements can be sought under this provision only when approved by the Governor in accordance with orders and regulations promulgated as described in Govt. Section §8567.)
- Provide public employees, disaster service workers, and governing bodies certain immunities for emergency actions taken.
- Promulgated orders and regulations imposing curfew.
- Additionally, the City Municipal Code (Title V, Chp. 1, 4.03 - Powers and Duties in Emergencies) states that “In the event of proclamation of a ‘local emergency’ as herein provided, the proclamation of a ‘state of emergency’ by the Governor or the Director of the State Office of Emergency [Management] or the existence [of] a ‘state of war emergency’, the Director is hereby empowered to:”
  - Make and issue rules and regulations on matters reasonable related to the protection of life and property as affected by such emergency provided, however, such rules and regulations must be confirmed at the earliest practicable time by the City Council;



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- Obtain vital supplies, equipment, and such other properties found lacking and needed for the for the protection of life and property and to bind the City for the fair value thereof and, if required immediately, to command the same for public use;
  - Require emergency services of any city officer or employee and, in the event of the proclamation of a “state of emergency” in the county in which this City is located or the existence of a “state of war emergency”, to command the aid of as many residents of this community as he [she] deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;
  - Requisition necessary personnel or material of any city department or agency; and
  - Execute all his ordinary power as City Manager, all of the special powers conferred upon him [her] by this Chapter or by resolution or emergency plan pursuant hereto adopted by the City Council, all powers conferred upon him by any statute, by an agreement approved by the City Council , and by any other lawful authority.

## CONTINUITY OF GOVERNMENT

The California Emergency Services Act, as well as the Constitution of the State of California provides the authority for state and local governments to reconstitute itself in the event incumbents are unable to serve. The City’s Continuity of Operations Plan (COOP) provides the framework for the City’s approach to continuing government authority and responsibilities in case of emergencies.

## OPERATIONAL PRIORITIES

The City of Milpitas has established the following general priorities for establishing response goals, governing resource allocation, prioritizing actions, and developing operational strategies. The Operational Priorities will support the City’s overarching priorities: People, Property, Environment and Recovery. The declared purpose of the Milpitas Municipal Code (MMC), Title V – Public Health, Safety and Welfare, Chapter 1 – Emergency Organizations and Functions, is to provide for:

“the preparation and carrying out of plans for the protections of persons and property within this City in the event of emergency; the direction of the emergency organization; and the coordination of the emergency functions of this City with all other public agencies, corporations, organizations and affected private persons.”

## PEOPLE

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- **Saving lives:** The preservation of life is the top priority for the City of Milpitas and takes precedence over all other considerations.
  - **Addressing human needs:** Beyond the simple preservation of human life, all possible efforts should be made to provide for basic human needs, including food, water, shelter and security.
  - **Caring for people with disabilities or Access Functional Needs (AFN):** People with disabilities and others with AFN may require assistance to provide for time-sensitive needs or support services to maintain health and safety and to maximize independence. The needs of this population should be considered and addressed as a high priority (Gov. Code 8593.3)

## PROPERTY

- **Protecting Property:** All feasible efforts must be made to protect public and private property and resources (including critical infrastructure) from damage during and after an emergency.
- **Protect and Preserve Culturally and Historically Significant Properties:** All feasible efforts must be made to protect and preserve culturally and historically significant properties from damage during or after an emergency.

## ENVIRONMENTAL

- **Protect the Environment:** All possible efforts must be made to preserve the City of Milpitas' environment and protect it from damage during and after an emergency.
- **Restore Basic Services:** Power, water, sanitation, transportation, and other essential services must be restored as rapidly possible to enable residents and businesses to resume their normal operations.

## RECOVERY

**Support Community and Economic Recovery:** The City of Milpitas representatives must work with the community to ensure the recovery operations are conducted efficiently, effectively, and equitably, promoting expeditious recovery of the affected area.

## OPERATIONAL OBJECTIVES

The overall objective of emergency management is to ensure the effective government prevention, protection, mitigation, response, and recovery for situations associated with natural disasters, terrorist attacks, technological incidents, and national security emergencies. To carry out its responsibilities, the EOC organization will accomplish the following objectives during a disaster/emergency:

- Support of field response operations
- Information collection and vetting to provide intelligence to/from, field staff, emergency response volunteers, and the Operational Area (OA).
- Prepare intelligence/information summaries, situation reports, operational reports, and other reports as needed.

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- Maintain general and specific maps, information display boards, and other data pertaining to emergency operations and situational awareness.
  - Ensure continuity of government priorities, objectives, and actions.
  - Analyze and evaluate all data pertaining to emergency operations.
  - Maintain contact and coordination with county OA, field staff, and other non-governmental agencies.
  - Provide emergency information and instructions to the public, making official releases to social media, the alert notification system, the news media and the scheduling of press conferences, as necessary
  - Provide an active presence of the Director of Emergency Services, or designee, in setting objectives, establishing priorities, and making decisions that affect city government and the general public.
  - Coordinate and work with the OA and field staff/volunteers, to assess situation status, monitor resource needs, and coordinate requests for resources outside the scope of the City capabilities.
  - Establish priorities and resolve conflicting demands for support or scarce resources.
  - Fulfill obligations for intelligence gathering and information flow as described in SEMS and other guidelines.
  - Provide logistical support including management and requisitioning of resources for the emergency response where appropriate and requested.
  - Oversee and manage activities incurring costs and expenditures. Collect records needed for successful cost recovery.

## EMERGENCY OPERATIONS CENTER (EOC)

The City of Milpitas EOC provides a centralized location where emergency management coordination and decision-making can be supported during a critical incident, major emergency or disaster. When activated, the EOC provides support for several critical tasks related to communications, coordination, resource management, and executive leadership. Additionally, the EOC coordinates tasks that augment existing Department Operations Centers (DOC) standard operating procedures. If an emergency is too large to be coordinated from the field, or if a major disaster occurs, the Department Head of the responding department will request the activation of the EOC. Authority to activate and deactivate the EOC resides with the City Manager, Assistant City Manager, Deputy City Manager, or designee.

The EOC is the focal point for communication between the field and the EOC, as well as between the EOC and the Operational Area (OA). Position-based checklists are followed during an EOC activation (Operational Binders in the EOC). The level of staffing will vary based on the needs of the specific event or incident. Ensuring the EOC is ready to activate at any time is the responsibility of the Director of Emergency Services and is carried out by the OEM Coordinator.

The Milpitas Office of Emergency Management keeps the Emergency Operations Center in a constant state of readiness for City staff to manage and respond to emergency situations affecting

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the residents and business community in Milpitas. The EOC structure of command supports SEMS and NIMS.

## EOC LOCATIONS

The EOC is located at 1275 N. Milpitas Blvd., the Milpitas Police Station. The EOC is accessible through Milpitas dispatch 24/7. Instructions for activating the EOC and position specific checklists are included the EOC Operational Binders and on the EOC server on Callisto.

If the EOC is unusable, the Alternate EOC, located at Milpitas Fire Station 1, 777 S. Main St., will be used. Laptops from the primary EOC will be relocated to the alternate EOC if circumstances allow. If technology from the primary EOC is unavailable for retrieval, the alternate EOC laptops may be used.

## LEVELS OF EMERGENCIES

This section lists the levels of emergency and their relationship to the EOC activation. Additional details regarding EOC levels, triggers and the staffing plans for each level are found in the Operations Binders in the EOC.

### **Level I: Catastrophic Emergency**

- Major disaster for which resources in or near the affected areas are overwhelmed. Extensive state and/or Federal resources are required. Examples include a catastrophic earthquake, large scale terrorist attack, or multiple, large wildland fires.
- Requires activation of the City, County and State emergency plans and their EOCs.
- In order to ensure available resources are provided on a prioritized basis during a Level I emergencies, access to State and Federal resources is coordinated through the County Operational Area EOC. Other resources not normally provided through mutual aid are coordinated through the City EOC during Level I emergencies.

### **Level II: Major Emergency**

- A moderate to severe emergency for which local resources are not adequate, or assistance may be required across jurisdictional boundaries or on a Regional basis.
- Requires implementation of affected governments emergency plans and activations of their EOCs as well as the activation of the County EOC. Cal OES Coastal region may activate its EOC.
- An emergency that only impacts one city in Santa Clara County will, by definition, also impact surrounding cities in Santa Clara County and neighboring counties. Santa Clara County activates and declares a local emergency.

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- If resource assistance is required from outside Santa Clara County or if more than one Operational Area is affected, the Governor declares a State of Emergency.

### **Level III: Minor Emergency**

- A minor to moderate emergency for which local resources are both adequate and available to respond.
- May trigger the City's emergency plans and require partial or full activation of the EOC.
- May have varying impacts on specific local governments.
- The City may activate its emergency plan while surrounding cities and the County may not.

### **ACTIVATION & DEACTIVATION**

The section identifies when to activate the EOC and the different types of activation. When activating the EOC, the responsible official should consider the following as part of the process of activation:

- Determine the scope of the incident or event.
- Determine the appropriate level of activation.
- Notify/Recall EOC staff for activation (via AlertSCC and dispatch).
- Open the EOC and prepare the facility to host operations.

### **Activation Levels**

More detailed information to activation levels can be found in the EOC Operational Binders and the (City SOP 4 – 4: EOC Activation & Operations).

. There are two methods for staffing the EOC:

**Partial Activation:** For partial activation, the EOC is activated but only some of the positions are filled. This may involve a smaller emergency that a limited number of responders can handle. It might involve early stages of an expanding disaster, or it might involve the late stages of a response prior to deactivation of the EOC. Staffing needs for partial activations vary depending on the scope of the event and must be adaptable to changing conditions.

**Full Activation:** For a full activation, all or most of the positions are filled in the EOC. A full activation occurs for the most significant events involving the use of full scope of City resources and the need for outside assistance.

### **Deactivation**

At the point in time when response activities transition to recovery activities, the use of the EOC to coordinate resource support and information sharing will continue. The Recovery Section will continue to operate in the EOC until it is determined that the situation is stable to reconvene in

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other facilities. Recovery activities will continue long after deactivation of the EOC. The Planning and Intelligence Chief is responsible for presenting the deactivation recommendation to the EOC Director. The Action Planning Unit (Planning & Intel) is responsible for planning the transition from response to recovery operations.

Authority to deactivate the EOC resides with the City Manager, Assistant City Manager, Deputy City Manager, or designee. When no longer necessary, individual EOC positions should be formally deactivated. Prior to deactivating the EOC, the Liaison Branch (Management Section) should notify all internal and external partners of the decision to deactivate and the date and time of deactivation, while providing instructions for continued coordination outside of the EOC. After deactivation, all documentation should be gathered and maintained to support recovery efforts and the after-action review. Additionally, the EOC should be restocked and prepared for future activations. See the EOC Operational Binders for further details regarding deactivation.

## EOC ORGANIZATION

The organizational structure for the EOC is consistent with an “ICS-like” EOC Organizational Structure defined in current NIMS guidance, with a Management Section and four functional sections: Operations, Planning & Intelligence, Logistics, Finance & Administration. Operations is further broken down into four sub-sections: Public Works, Law Enforcement, Fire & Rescue and Care & Shelter.

Per MMC, Title V, Chapter 1, Section 3, *Disaster Council* – The Milpitas Disaster Council reviews, evaluates, and communicates decisions on all matters pertaining to disaster preparedness. This Council is responsible for the following:

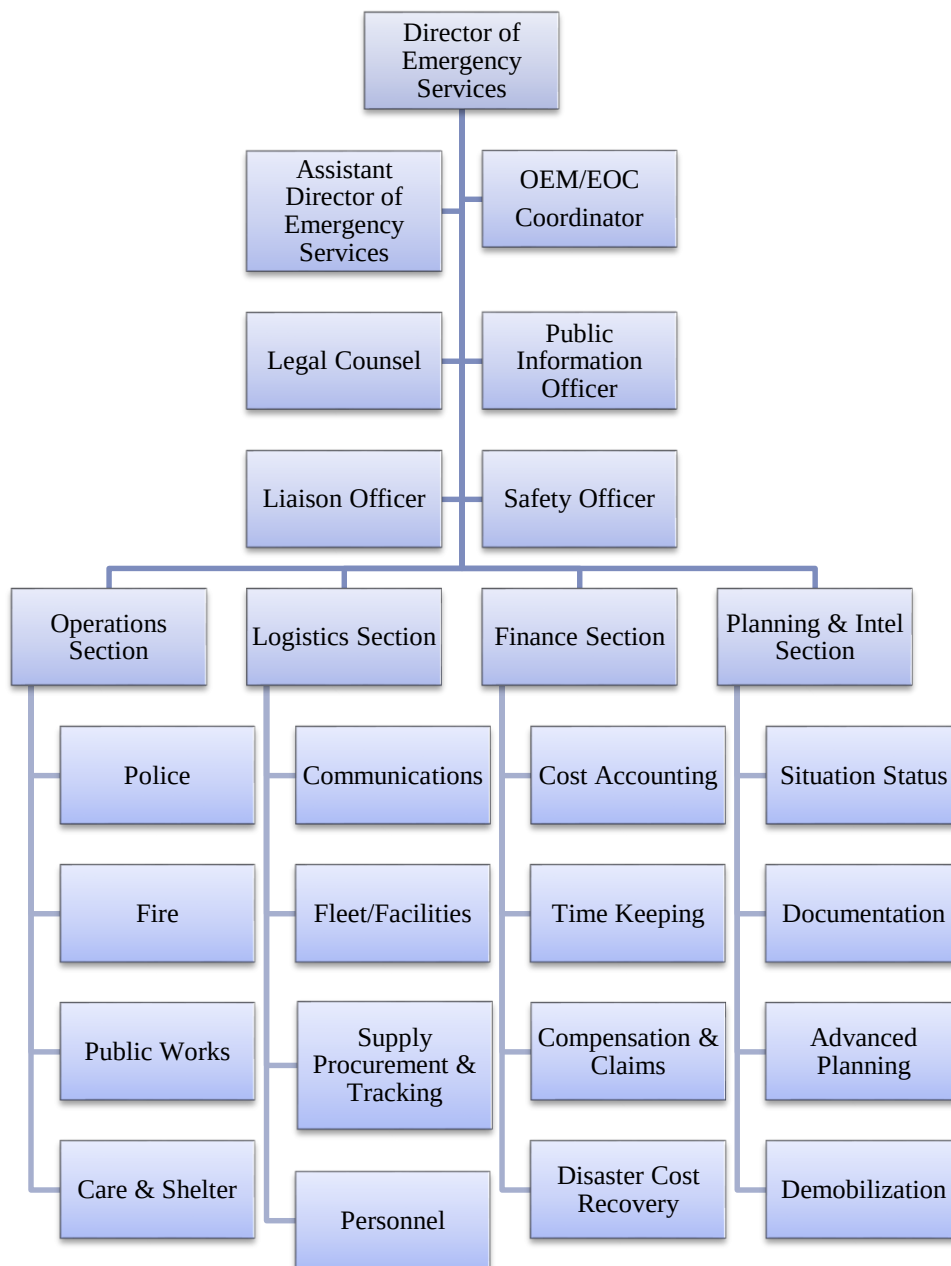
- Review, provide guidance and evaluate disaster preparedness progress, plans and exercises.
- Promote disaster preparedness through public education and outreach, training and volunteer programs, such as the federally administered Community Emergency Response Team (CERT) training program.

Per MMC, Title V, Chapter 1, Section 4, *Director of Emergency Services* – the Director of Emergency Services is appointed by ordinance and shall be filled by the City Manager.

The Milpitas EOC is organized by a tiered system. The Command/Management Section is made up of the Director and the Assistant Director of the EOC. The Command/Management Section also includes Legal Counsel, the OEM/EOC Coordinator, Public Information Officer(s), Safety Officer(s), and Liaison Officer(s). Depending on levels of staffing, an individual may play multiple roles in the EOC.

Reporting to the Management Section is Logistics, Finance and Administration, Planning and Intelligence and Operations. The Operation Section consists of Police, Fire, Care & Shelter and Public Works.





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## ORDERS OF SUCCESSION

In compliance with the California Emergency Services Act, the City adopted Resolution No. 5417, defining the City's line of succession, in the event the City Manager is unavailable to perform the duties of the Emergency Services Director. All duties and responsibilities shall pass to a City Manager Pro tempore until such time as a permanent appointment is made by the City Council and in the following order of succession.

1. Assistant City Manager
2. Deputy City Manager
3. Police Chief
4. Fire Chief

The term unavailable as used in the preceding paragraph means that the City Manager is either killed, missing or so seriously injured as to be unable to attend meetings or otherwise perform his/her duties. The City Manager Pro tempore shall serve until the City Manager is available or until a successor is appointed by the City Council. Any question as to whether the City Manager is unavailable shall be settled by the City Council or any remaining members of said body. (Resolution 5417, 3-17-87)

Orders of succession for Departments are activated when leadership is unable or unavailable to execute their duties during an emergency. Departments must establish, disseminate, and maintain their orders of succession by COOP critical positions. In the absence of Department Directors and Assistant Directors, senior staff on site and available should engage in responsive actions to preserve department functions and infrastructure and document actions until relieved of responsibility.

## DELEGATIONS OF AUTHORITY

Delegations of authority (as listed above in Order of Succession) are specified by the City of Milpitas Municipal Code, Title V - Public Health, Safety and Welfare Section, and by Ordinance 22.1 detailed in Resolution 5417, 3-17-87. Certain incumbents in positions specified in the orders of succession found in Ordinance No. 22.1 and Resolution XXXX have delegated authority to perform all duties and responsibilities of the City Manager when so assigned. Delegations of authority for each department are listed in the COOP annex. Delegation of authority should be exercised by senior staff only when and if immediate action is required, and a superior is unable and unavailable to exercise the authority. An individual acting as successor should be relieved of his or her authority once a superior on the list becomes available, is able, and assumes the role of successor. An individual exercising the authority of a superior should record important actions taken and the period during which the authority is exercised. Planning for delegations of authority involves the following:

- Identifying which authorities can and should be delegated.
- Describing the circumstances under which the delegation would be exercised, including when it would become effective and when it would be terminated.

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- Identifying limitations of the delegation
  - Documenting to whom authority should be delegated.
  - Ensuring designees are trained to perform their emergency duties

## ROLE OF CITY STAFF - DISASTER SERVICE WORKERS (DSWs)

Under California Government Code, Section 3100, all public employees are obligated to serve as Disaster Service Workers (DSW). Public employees (civil service) are all persons employed by any government agency or public district in the State of California. The DSW does not include employees performing day-to-day response activities such as those associated with law enforcement or fire response. Continuity of government services is critical during disasters, and government employees will play an important role in maintaining the services necessary for the community to recover from a disaster.

DSWs provide services and support during declared emergencies or disasters. In the event of a major emergency or disaster, City employees may be called upon to perform certain duties in support of emergency management operations. DSWs in Milpitas:

- City Employees/DSWs will be “paged out” via AlertSCC (City SOP 04-05, Emergency Pagers & Systems) on their cell phones with instructions to return to work, call in, etc.
- City Employees/DSWs may be asked to serve at locations, times and under conditions other than normal work assignments.
- Assignments may include duties within the EOC, in the field, or at another designated location.
- Under no circumstances will City employees that do not usually have a response role in their day to day responsibilities be asked to perform duties or functions that are hazardous, that they have not been trained to perform, or that are beyond their recognized capabilities.
- The expectation is that in the event of an emergency, DSWs will secure their own homes and families and then, if possible and they are so instructed, they will return to work to assist in response activities.

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## DIRECTION, CONTROL, AND COORDINATION

The City Manager, Assistant City Manager, Deputy City Manager, designee, have the power to direct staff and civilian responses in the city and to settle questions of authority and responsibility. If necessary, to protect life and property or to preserve public order and safety, the City Council or City manager may promulgate orders and regulations. They must be in writing and must be given widespread publicity. In a proclaimed emergency, the City Manager, or designee may buy or commandeer supplies and/or equipment and may command the aid of residents.

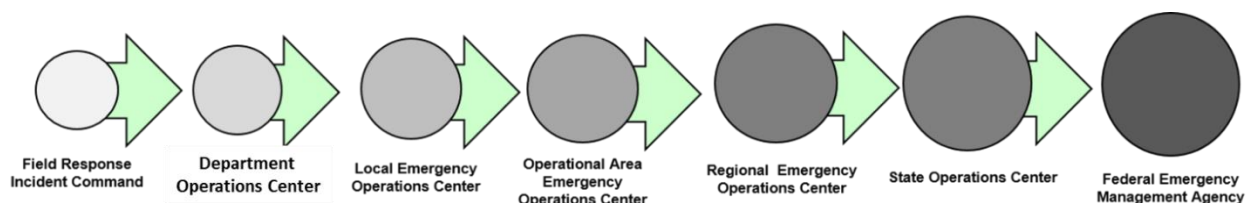
Additionally, the Governor has the power to suspend State agency orders, rules, or regulations that may impede emergency responses. Local governments generally do not have this power except by order of the Governor.

### DIRECTION AND CONTROL INTERFACE

In a major emergency, the EOC may be activated to coordinate and support the overall response. Personnel that are part of a field level emergency response will utilize ICS to manage and direct on-scene operations. Tactical management of responding resources is always under the leadership of the on-site Incident Commander (IC) at the Incident Command Post (ICP). Depending on the complexity, ICs may report to the Department Operations Center (DOC) to dispatch resources amongst incidents, which in turn will coordinate with the EOC. However, more often, in Milpitas ICs will primarily communicate directly to their EOC Operations Section.

During multiple-incident situations within the county, an area command may be established to provide for ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

The EOC is activated to support field operations when events occur that require services beyond first responders. Field-level responders organize according to the Incident Command System (ICS) and coordinate with the dispatch center, DOC, and/or the EOC to share information and request support. Coordination occurs through aligned functional elements within the incident management organization. Milpitas' EOC will establish communications with the OA EOC, when the EOC is activated. The OA EOC will communicate with the State through the REOC if the scope of the incident requires such.



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## COORDINATION WITH DEPARTMENT OPERATIONS CENTERS (DOCs)

A Department Operations Center is an operational and logistical entity that is designed to coordinate functional support for incident management at the department level. The role of a DOC typically involves two functions: continuing critical pre-disaster operations and providing functional support to field operations. DOCs can serve as extensions of the functional branches in the Operations Section. When necessary, the city may activate DOCs if necessary, to coordinate support for field response activities.

In accordance with ICS principles, units in the field receive tactical direction from an on-scene IC. DOCs provide support to ICPs and coordinate with the EOC to request resources and to share information to and from the field level responders. Communication and information sharing occur between the DOC and the associated Section Branch Coordinator in the Operations Section of the EOC.

Additionally, coordination occurs between like or similar positions in DOCs and the EOC, for example, the Public Works Department DOC with the Public Works Operations EOC Unit. See EOC and DOC coordination links in the table below.

| DOC                | EOC                                   |
|--------------------|---------------------------------------|
| Fire & Rescue      | Fire & Rescue Operations Branch       |
| Law Enforcement    | Law Enforcement Operations Branch     |
| Parks & Recreation | Mass Care & Shelter Operations Branch |
| Public Works       | Public Works Operations Branch        |

## COORDINATION WITH THE OPERATIONAL AREA

The City EOC coordinates with the Santa Clara County Operational Area (OA) when activated. Coordination occurs to request resources and share information. Communication between the City EOC and the OA EOC occurs between position counterparts. For example, the City EOC Planning Section Chief communicates with the OA EOC Planning Section Chief. Additionally, during complex or large-scale incidents, the City may send a liaison to the Santa Clara County OA EOC to facilitate communication and coordination, especially in support of resource management. This person is part of the City's EOC Liaison Branch. Milpitas EOC responsibilities involve communicating and coordinating with the OA and other non-governmental organizations to support field-level emergency response personnel, ensuring continuity of government, and issuing orders to protect and inform the public.

## COORDINATION WITH SPECIAL DISTRICTS

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Special districts are defined as local governments in SEMS and often have unique resources, capabilities, and vulnerabilities. When activated, the City EOC coordinates with special districts, such as utility providers, school districts, transportation authorities, etc., to share information and request or provide support as necessary. The emergency response role of special districts is generally focused on the return to normal services. During disasters, some types of special districts will be extensively involved in the emergency response by assisting local governments. For some incidents the City may choose to send a liaison to a special district or utility, or the special district or utility may send a liaison to the City EOC in order to more efficiently share information and make decisions. Milpitas OEM works closely with special districts both during emergency and non-emergency times.

## COORDINATION WITH NON-PROFIT AND VOLUNTEER ORGANIZATIONS

Voluntary Organizations Active in Disasters (VOAD) include non-profits and faith-based organizations that offer their services with no legal mandate. VOADs mobilize and provide valuable assistance for survivors before, during and after incidents. These organizations train and plan to effectively integrate volunteers in the City's incident response and recovery organization. Milpitas recognizes the valuable assistance and resources provided by Non-Governmental Organization (NGO) partnerships and the importance of organizations that perform voluntary services in the community. Subsequently, Milpitas continues to cultivate relationships with PNP (Private Non-Profit) organizations for support during emergency response operations. Private non-profit agencies and volunteer groups that have a key response role may be requested to have representatives at the City EOC in order to facilitate coordination with numerous NGOs involved in emergency response and recovery efforts. Coordination, activation, and deployment of these members may be incident driven and will follow the appropriate organization response.

Volunteer organizations host a valuable partnership with the community. However, use of voluntary organizations does not necessarily mean all-volunteer services are free. Some services, resources and expertise may be offered by community- or faith-based groups but they may need assistance in covering costs to do so in times of emergency or disaster.

The Collaborating Agencies' Disaster Relief Efforts (CADRE) is the official local VOAD for Santa Clara County and supports the City's needs for addressing:

- Access and Functional Needs and ADA
- Food sourcing and distribution
- Disaster client case work and case management
- Donations management of used household goods

CADRE maintains a written coordination framework already in place, with a dedicated CADRE Duty Officer role and point of contact 24/7.

## COORDINATION OF VOLUNTEERS



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The City's emergency organization relies on a dedicated network of trained volunteers to support preparedness activities, augment response, and provide expertise in recovery. Volunteer agencies mobilize volunteers and other resources through their own systems. Mutual aid arrangements may include both governmental and non-governmental agencies. When available, volunteer/private industry agencies with extensive involvement in the emergency response may be represented in the Milpitas EOC. The Office of Emergency Management manages the following volunteer programs:

### COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

The Milpitas CERT program educates people about disaster preparedness for hazards and trains them in the FEMA approved disaster response program in areas of fire safety, utility controls, hazardous material and terrorism identification, cribbing, light search and rescue, team organization, disaster psychology and medical operations. Using classroom and drill based education, CERT members can assist others in the neighborhood or workplace immediately following an event when emergency responders may not be available to help.

### Amateur Radio Emergency Services/Radio Amateur Civil Emergency Services (ARES/RACES)

Milpitas has trained amateur radio operators, registered to the Milpitas ARES/RACES. ARES/RACES radio operators are a primary source of initial damage assessment in any significant incident. Upon formal activation, they respond to work in coordination with CERT to report Milpitas neighborhood damage directly to the EOC. Milpitas ARES/RACES are an OA resource as well and can be requested on behalf of the County to assist in disasters or events unrelated, or on a larger scale, than just Milpitas. (City SOP 04-06, RACES Activation)

### Spontaneous Unaffiliated Volunteers

After a disaster, local governments often see an influx of spontaneous volunteers converge in their communities; however, well-intentioned, uncoordinated volunteers can be ineffective, hinder response operations and create new risks. Emergency volunteers must be carefully managed, a function that often falls to local government. In the City of Milpitas, after a disaster, spontaneous unaffiliated volunteers will be managed, vetted and sworn into the Disaster Service Worker Volunteer Program (Cal OES DSWVP) at the Disaster Volunteer Centers (City Hall and/or Milpitas Sports Center) by trained City Staff, and overseen by the Office of Emergency Management Coordinator or designee. (City SOP 04-08, Spontaneous Volunteer Center)

The Disaster Service Worker Volunteer Program (DSWVP), through Cal OES, was created as the result of legislation to provide workers' compensation benefits to registered Disaster Service Worker (DSW) volunteers who are injured while participating in authorized disaster-related activities, including pre-approved training. Disaster service, as defined for the Program, is designed to aid in the response and recovery phases in a disaster or emergency.

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## INFORMATION COLLECTION, ANALYSIS & DISSEMINATION

A primary objective of the EOC is the timely gathering of information during an emergency and sharing vetted intelligence to ensure coordinated timely emergency response and continuity of government. To ensure effective intelligence flow, the EOC must establish communications systems and protocols to analyze, organize, integrate, and coordinate intelligence among all responders. Information collection, management and dissemination varies based on the nature of the incident. Regardless, the goal is to accomplish the objective of timely gathering of accurate, accessible, and consistent information to establish a common operating picture and maintain situational awareness. This is essential to incident management and is a major role of the EOC. (City SOP, 04-04 EOC Information Management)

### INFORMATION COLLECTION

Information relating to the incident or event is often collected before an incident through routine monitoring of warning sources and credible threats. This information is used for advanced preparedness and planning and to devise incident management strategies and action plans and to make decisions about notifying the public. The Planning Section and Crisis Assessment Team will use this information to make recommendations to the Emergency Services Director, in order determine what steps should be taken, such as recommending activation of the EOC and the emergency organization. Information provided will inform situation reports to create a common operating picture and will be used to inform the operational objectives, priorities and strategies. Information may be collected during the incident or event from a variety of sources, to include:

- On-scene observations
- Incident Command Posts
- Field-level personnel
- Dispatch Center
- CADRE Inter-agency Coordination meetings
- 211/United Way
- Operational Area Conference Calls
- Law Enforcement Networks, such as the Northern California Regional Intelligence Center (NCRIC)
- Media Reports
- Social Media
- WebEOC
- Email
- MyMilpitas App.



## ESSENTIAL ELEMENTS OF INFORMATION AND COLLECTION PRIORITIES

The Planning and Intelligence Section is responsible for gathering information to support decision-making in accordance with established operational priorities. The EOC Director will establish information collection priorities. Essential elements of information are the critical items of information required by decision-makers to make timely decisions and prioritize key tasks and information requests. The table below of Available Essential Elements of Information demonstrates profiles of critical information necessary for several key discipline.

Available Essential Elements of Information:

| Area or Infrastructure                                                                                                                                                                                                                                                                                                                  | Sources: Local & State level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Sources: Federal Level                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Utilities &amp; Infrastructure</b> <ul style="list-style-type: none"> <li>System Disruption &amp; failures</li> <li>Location</li> <li>Cause</li> <li>Customers impacted</li> <li>Expected time of resumption</li> <li>Downstream impacts</li> <li>Interdependence issues</li> <li>Potential or impending system overloads</li> </ul> | <ul style="list-style-type: none"> <li>CA Independent System Operator (Cal ISO)</li> <li>Department of Water Resources</li> <li>CA/County Public Health</li> <li>CA/County Dept. of General Services</li> <li>CA/County Dept. of Health Care Services</li> <li>CA Energy Commission</li> <li>CA Utilities Emergency Association</li> <li>Public Works EOC Staff</li> <li>Construction &amp; Engineering Dept.</li> <li>Field Units</li> <li>News Reports/Social Media</li> <li>Santa Clara Valley Water District</li> <li>San Francisco Public Utility Commission</li> </ul> | <ul style="list-style-type: none"> <li>FEMA</li> <li>Federal Emergency Regulatory Commission</li> <li>Bureau of Reclamation</li> <li>Army Corps of Engineers</li> <li>National Weather Service</li> <li>Nuclear Regulatory Commission/Nuclear Power Plants</li> <li>News Reports</li> <li>Field Units</li> </ul> |
| <b>Transportation</b> <p>Disruption to:</p> <ul style="list-style-type: none"> <li>Air</li> <li>Rail</li> <li>Shipping</li> <li>Roads</li> <li>Bridges</li> <li>Other forms of transportation</li> </ul>                                                                                                                                | <ul style="list-style-type: none"> <li>CalTrans</li> <li>CA Highway Patrol</li> <li>Operational Area/WebEOC</li> <li>News Reports</li> <li>Field Units</li> <li>VTa</li> <li>Local Airports</li> <li>Rails (BART, Cal Train, UPRR)</li> </ul>                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"> <li>FEMA</li> <li>Coast Guard</li> <li>FAA</li> <li>NTSB</li> <li>Dept. of Transportation</li> <li>News Reports</li> <li>Field Units</li> </ul>                                                                                                                               |
| <b>Medical/Health</b> <ul style="list-style-type: none"> <li>Equipment Failures</li> </ul>                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Emergency Medical Services Agency</li> <li>Medical Health Operational Area Coordinator</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>FEMA</li> <li>Centers for Disease Control</li> </ul>                                                                                                                                                                                                                      |

|                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Disruptions in medical supplies</li> <li>• Facility Problems</li> <li>• Medical Evaluation Needs</li> </ul>                                                                                                  | <ul style="list-style-type: none"> <li>• Regional Disaster Medical Health Coordinator</li> <li>• CA Dept. of Public Health</li> <li>• SCC Dept. of Public Health</li> <li>• Operational Area &amp; local EMS</li> <li>• News Reports</li> <li>• Field Units</li> </ul>                                                                                                                                                          | <ul style="list-style-type: none"> <li>• U.S. Dept. of Health &amp; Human Services</li> <li>• Food &amp; Drug Administration</li> <li>• News Reports</li> <li>• Field Units</li> <li>• Regional Disaster Medical Health Coordinator</li> <li>• CA Dept. of Public Health</li> </ul>                                    |
| <b>Hazardous Materials</b> <ul style="list-style-type: none"> <li>• Releases</li> <li>• Location</li> <li>• Exposure</li> <li>• Casualties</li> <li>• Evacuations</li> <li>• Damage</li> <li>• Supply/Source</li> <li>• Supply Disruptions</li> </ul> | <ul style="list-style-type: none"> <li>• SCC Haz Mat Compliance Division Certified Unified Program</li> <li>• CA Dept. of Toxic Substance Control</li> <li>• CAL OES Warning Center</li> <li>• CA Environmental Protection Agency (EPA)</li> <li>• CAL OSHA</li> <li>• Dept. of Health Services</li> <li>• CA Public Utilities Commission</li> <li>• Operational Area</li> <li>• News Reports</li> <li>• Field Units</li> </ul> | <ul style="list-style-type: none"> <li>• FEMA</li> <li>• EPA</li> <li>• Coast Guard</li> <li>• National Response Center</li> <li>• Dept. of Homeland Security</li> <li>• Dept. of Energy</li> <li>• Dept. Of Agriculture</li> <li>• Dept. of Health &amp; Human Services</li> <li>• Dept. of Transportation</li> </ul> |
| <b>Public Events</b> <ul style="list-style-type: none"> <li>• Location</li> <li>• Potential for Problems</li> <li>• Law Enforcement &amp; Fire Mutual Aid shortfalls</li> </ul>                                                                       | <ul style="list-style-type: none"> <li>• NCRIC</li> <li>• County Law Enforcement Branch Coordinator</li> <li>• Local Law Enforcement</li> <li>• Operational Area</li> <li>• News Reports</li> <li>• Social Media</li> <li>• Permits Issued (Fire Marshal, Building)</li> </ul>                                                                                                                                                  | <ul style="list-style-type: none"> <li>• FEMA</li> <li>• Dept. of Justice</li> <li>• Dept. of Defense</li> </ul>                                                                                                                                                                                                       |
| <b>Social Service System</b> <ul style="list-style-type: none"> <li>• Problems with Schools</li> <li>• Human Care Services</li> <li>• Human Welfare Programs</li> </ul>                                                                               | <ul style="list-style-type: none"> <li>• Operational Area</li> <li>• SCC Social Services</li> <li>• CADRE Coordination Meetings</li> <li>• Community-based Organizations</li> <li>• News Reports</li> <li>• Social Media</li> <li>• Private Sector</li> <li>• Field Units</li> <li>• 211/United Way</li> </ul>                                                                                                                  | <ul style="list-style-type: none"> <li>• FEMA</li> <li>• Dept. of Commerce</li> <li>• Dept. of Education</li> <li>• HHS</li> </ul>                                                                                                                                                                                     |

## INFORMATION ANALYSIS

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Information analysis is occurring on all levels of emergency response before and during an incident. When the EOC is activated, information is provided to the EOC Planning & Intelligence Section from field staff, CERT, and/or ARES/RACES operators, and the agencies listed above in the “Essential Elements of Information” as applicable. A critical task of the Planning & Intel Section is turning the collected information into actionable intelligence. Raw information and data require evaluation, verification, and assessment for relevance. The Planning & Intel Section will process information made available, validate and organize relevant components, and ensure the resulting intelligence is evaluated by qualified personnel. Intelligence provided to the EOC is documented on the applicable ICS forms, priorities are set based on the directive of the EOC Director, objectives are determined, and EOC staff and field staff are tasked with the completion of said objectives.

## INFORMATION DISSEMINATION

Information for the public is disseminated through several mechanisms under the control of the City Manager’s Office. Details describing how much information is collected, vetted, and disseminated to the public are described in the “Crisis Communications and Public Information Section.”

## SITUATION STATUS REPORTING

Intelligence collected throughout the incident will be documented in a Situation Status Report. The Situation Status Unit (Plans & Intel Section) develops the report. Situation Status Reports create a common operating picture and will be used to adjust the operational goals, priorities, and strategies. To ensure effective intelligence flow, the City of Milpitas has established communications systems and protocols to organize, integrate and coordinate intelligence. The flow of the situation reports among the levels of government should occur consistently with the Standardized Emergency Management System (SEMS), as shown below:

**Field Situation Status Report:** Situational Status and other relevant information from the field should be compiled and documented in situation status reports by the DOCs, if activated, or by department representatives when no DOC is activated. These reports may be conveyed verbally but should be provided in writing via the applicable Section Unit, to the Planning & Intelligence Section within the operational period.

**Milpitas EOC:** The Situation Status Unit in the EOC will summarize and verify reports received from the field, DOCs, CADRE and other reporting disciplines and provide a consolidated City Situation Report to the Operational Area EOC, if necessary, once each operational period. The Situation Status Report will also be made available to all participants in the City’s emergency management organization to provide situational awareness.

**Operational Area EOC:** The Operational Area EOC will summarize situation status reports received from local government EOCs within Santa Clara County, county field units, county DOCs, and other reporting disciplines and forward a consolidated Operational Area Situation Report to the California Governor’s Office of Emergency Services (Cal OES) Coastal Regional Emergency Operations Center (REOC).



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**Coastal REOC:** The Coastal REOC will summarize situation status reports received from Operational Area EOCs with the Region, state field units, state DOCs and other reporting disciplines and forward the Regional Situation Report to the State Operations Center (SOC).

**SOC:** The SOC will summarize situation status reports received from the REOCs, state DOCs, state agencies, and other reporting disciplines and distribute to state officials and others on the distribution list.

**Joint Field Office (JFO):** When the JFO is activated to support local, state, and federal coordination, including FEMA, the REOC and SOC situation status reports will be assimilated in the JFO situation report. The REOC organization may be co-located with the federal organization at the JFO.

## DISPLAYING INFORMATION

The EOC's major purpose is accumulating and sharing information to ensure coordinated and timely response. The EOC will maintain displays using large television screens connected to computers to track emergency information and status updates as needed. EOC Sections will maintain display screens so that other sections can quickly comprehend what actions have been taken and what resources are available, and to track the damage in the City resulting from the disaster. The Planning and Intelligence Section is responsible for coordinating the display of information. All display charts, boards, and materials are stored in the EOC.

At the onset of any disaster, a significant events log will be compiled for the duration of the emergency. Key disaster related information will be recorded in the log (e.g. casualty information, health concerns, property damage, fire status, size of risk area, scope of the hazard to the public, number of evacuees, etc.) The posting of the significant events log is the responsibility of the Planning and Intelligence Section. The significant events log may be maintained in WebEOC.

## EOC ACTION PLANS

The City of Milpitas will share information and analyze intelligence using EOC Action Plans in conjunction with regularly scheduled EOC briefings (usually one briefing conducted early in each operational period or as needed). EOC Action Plan forms are found in hard copy in the EOC Section Operational Binders and on the EOC drive on Callisto.

The primary focus of the EOC Action Plan should be on jurisdictional issues. The plan sets overall objectives for the jurisdiction and may establish the priorities as determined by the jurisdictional authority. It can also include mission assignments to departments, provide policy and cost constraints, and incorporate interagency considerations. Properly prepared, the EOC Action Plan becomes an essential input to developing departmental action plans.

Action Planning is based around the use of an operational period. The length of the operational period for the EOC is determined by first establishing a set of objectives and priority actions that need to be performed and then establishing a reasonable time frame for accomplishing those

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actions. Generally, the actions requiring the longest time period will define the length of the operational period.

Typically, operational periods at the beginning of the emergency are short, sometimes only a few hours. As the emergency progresses, the operational periods may be longer, but should not exceed 24 hours.

The initial EOC Action Plan may be a verbal plan put together in the first hour after EOC activation. The verbal plan is usually put together by the EOC Director in concert with the Section Coordinators. There must be adequate representation of key organizational components, organizations, and agencies with representatives participating in the planning process having technical expertise and authority to commit to accomplishing these tasks. Once the EOC is fully activated, EOC Action Plans should be written.

EOC Action Plans should not be complex or time-consuming. It should generally cover the following elements:

1. Situation Status
2. Major Events, safety issues, and other important information
3. Listing of objectives to be accomplished (objectives should be specific, measurable, achievable, relevant and time oriented [SMART])
4. Statement of current priorities
5. Resources needed
6. Potential issues and problems
7. Statement of strategy(s) to achieve the objectives (identify if there is more than one way to accomplish the objective, and which way is preferred)
8. Assignments and actions necessary to implement the strategy
9. Operational period designation (the timeframes necessary to accomplish the actions)
10. Organizational elements to be activated to support the assignments (later EOC Action Plans may list organizational elements that will be activated during or at the end of the period)
11. Logistical or other technical support required.

## TECHNICAL SERVICES NEEDED FOR INFORMATION COLLECTION AND DISSEMINATION

The EOC and its personnel must have access to the tools and contacts to be able to identify, research, collect and analyze the information required to make informed and timely decisions. This means that individuals should be pre-assigned and have received the appropriate training and requirements (e.g. security clearances, logins, and technical training). In addition, the City is prepared to scale up technology needs as the incident expands.

The City has established communication networks and systems to obtain information from local Operational Area, regional, state, and national systems and services. The City receives the following types of alerts from California State Warning Center and/or directly from warning centers:

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**California State Warning Center:** Cal OES operates the California State Warning Center (CSWC), which is staffed 24/7 to serve as the official state-level point of contact for emergency notifications. From this center, the Warning Center personnel maintain contact with County Warning Points, state agencies, federal agencies, and the National Warning Center in Berryville, Virginia. The CSWC reports any alerts or warning to the Operational Area via email.

**Earthquake Notifications:** The CSWC receives notifications of earthquakes from the California Integrated Seismic Network (CISN), National Earthquake Information Center (NEIC), and the United States Geological Survey (USGS). CISN is a statewide network that provides the basic information for California earthquakes notification system that receives earthquake information from networks world-wide. The CSWC reports any alerts or warnings to the Operational Area for dissemination to the jurisdictions.

**Weather Notifications:** The City of Milpitas receives notifications of severe weather service from the National Weather Service.

**Energy Notifications:** California Independent Systems Operator (Cal ISO) monitors the California power grid, which consists of a network of long-distance high voltage transmission lines and substations that carries bulk electricity to local utilities for distribution to their customers. When the grid is unable to meet electrical demands, Cal ISO will direct utilities to reduce their load and issue emergency notices of energy interruptions. The CSWC will be contacted by the Cal ISO when the operating reserves reach these critical levels.

**Hazardous Materials/Oil Spill Release Notifications:** In accordance with state law, handlers, any employees, authorized representatives, agents or designees of handlers shall, upon discovery, immediately report any release or threatened release of hazardous materials to the CSWC. The CSWC reports any alerts or warning to the Operational Area.

**Nuclear Power Plant Notifications:** The CSWC receives notifications of nuclear power plant incidents directly from Diablo Canyon. The Cal OES Nuclear Power Plant Program coordinates with decommissioned plant San Onofre and retired plant, Rancho Seco. Secondary notifications may be received from the affected county sheriff's departments via California Law Enforcement Telecommunications System (CLETS) and California Law Enforcement Radio System (CLERS).

**CLETS and CLERS:** The City of Milpitas Police Department receives direct notifications from these systems.

Public information is coordinated and integrated across jurisdictions and functional agencies; among Federal, State, local, and tribal partners; and with private-sector entities and non-governmental organizations. In order to effectively ensure timely and accurate public information alert and warning messages are disseminated, systems, structures, plans, policies, and equipment must be developed and identified to accomplish these tasks. Milpitas uses multiple forms of emergency communications to send messages from the City Manager's Office in a time sensitive manner. (City SOP 04-07, Emergency Public Information)

## INCIDENT COMMAND POST PUBLIC INFORMATION OFFICER

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The EOC Management, Fire and/or Law Section, may assign a public information officer (PIO) to an Incident Management Team (IMT) and/or activated Incident Command Post (ICP), to support the Police, Fire or IMT PIO. If an external IMT is brought into the City to run the ICP, a PIO is typically part of the IMT. Regardless, the assigned ICP PIO must coordinate messaging with the Emergency Public Information Unit. The ICP PIO will provide validated information to the public relevant to the incident. All information prepared for dissemination to the public will be vetted, organized and approved, in coordination with the EOC Director, by the Emergency Public Information Branch.

## EMERGENCY PUBLIC INFORMATION BRANCH

The Emergency Public Information Officer (PIO) Branch provides communications support to the EOC Director during an EOC activation. The PIO Unit supports the EOC Director by coordinating messaging and supports the Incident Commander in the field by either providing a public information officer to serve in the ICP or by coordinating or by coordinating messaging with ICP PIO. The PIO Unit Coordinator advises leadership on all public information matter relating to the management of the incident. The PIO Unit through the Joint Information Center (JIC) or the ICP PIO handles inquiries from the media, the public, and elected officials; emergency public information officials; emergency public information and warnings; rumor monitoring and response; media monitoring; and other functions required to gather, verify, coordinate, and disseminate accurate, public health, and safety information to the public. Additionally, the Unit coordinates with the Planning and Intelligence Section to gather, validate, and share accurate, relevant and timely information. (City SOP 04-07, Emergency Public Information).

## JOINT INFORMATION SYSTEM (JIS)

The Joint Information System (JIS) provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. It includes the plans, protocols, procedures, and structures used to provide public information. Federal, State, tribal, territorial, regional, or local Public Information Officers and established JICs are critical supporting elements of the JIS. A robust and competent JIS is integral to an effective and comprehensive incident management capability.

The JIS structure is used for ensuring that:

- Public Information Officer (PIO) functions are coordinated and integrated.
- A structure and system for developing and delivering coordinated interagency messages is provided.
- Public information plans and strategies on behalf of the incident management leadership can be developed, recommended, and executed.
- The City Manager's Office is effectively advised on public affairs issues that could affect a response effort, and rumors and inaccurate information that could undermine public confidence are controlled and managed.

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## JOINT INFORMATION CENTER (JIC)

The Joint Information Center (JIC) is a central location that facilitates operation of the Joint Information System, where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions. JICs may be established at various levels of government or at incident sites or can be components of Federal, State, tribal, territorial, regional, or local Multiagency Coordination (MAC) groups (e.g., MAC Groups or EOCs). For incidents requiring activation of the EOC, the City intends on establishing a JIC to coordinate messaging with multiple agencies. Depending on the requirements of the incident, JICs can be established at the field level to support the incident commander. A single JIC location is preferable, but the system is flexible and adaptable enough to accommodate virtual or multiple JIC locations, as required. The activation of the JIC is coordinated by the PIO.

## MESSAGE DEVELOPMENT AND APPROVAL

Messages intended to be disseminated to the public or to other agencies or organizations may be developed by subject matter experts working in support of the City's response efforts. These messages are reviewed by the PIO at the JIC to correct inaccuracies and to maintain consistency in messaging. The EOC Director approves the messages for dissemination.

## METHODS OF MESSAGE DISSEMINATION

The City uses a variety of mechanisms to disseminate public information. Among them are City-owned social media channels, NextDoor, traditional media, including broadcast and print, such as flyers, post cards, posters, electronic signs, community-based organization partnership outreach, AlertSCC and Emergency Alert System. Additionally, the City has access to communication methods in order to reach residents with varied abilities and access functional needs communities. During an emergency, Milpitas is also responsible for the dissemination of necessary information in multiple languages to the public. Public Information Officers (PIOs) disseminate emergency instructions and critical information to affected audiences—including government agencies, media, and the public—to provide messages that are accessible to all sectors of the community. Management and Operations Section of the EOC coordinate public alerts to disseminate complete, coordinated, and correct information to the public via the PIO. Milpitas emergency alert programs in place for disseminating warnings and emergency information to the public are described below:

### AlertSCC

AlertSCC is the county's public alert and notification system made available to Milpitas Emergency Management. AlertSCC uses the 9-1-1 database to deliver messages to the public via landline-based telephones. Additionally, the public can register through a web portal to directly receive AlertSCC alerts and notifications on cell phones and via email and SMS. The multi-faceted approach to receive alerts is, by design, to assist those who may be deaf/hard of hearing, by receiving text message alerts in writing. And provides phone calls to those who are vision impaired. The Milpitas OEM Coordinator, along with Milpitas Dispatch, has been trained and authorized to create and send public alerts and notifications. SCCOEM and County

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Communication's staff are available 24/7 to assist Milpitas in creating and disseminating public messages, as needed. Information is also be delivered through social media accounts.

### Emergency Alerts to Non-English-Speaking Populations

The City of Milpitas contracts with various translation service companies for non-English speaking populations in the City of Milpitas. The OEM works with the translation services to create template alert and warnings in advance that can be disseminated with minimal delay to the community. Languages selected are reflective of the language make-up of the community. OEM creates public education events to connect with access and functional needs groups to assist with registration into the public alert and warning system and emergency preparedness.

### CAP Channel (Common Alerting Protocol)

The CAP Channel allows emergency alerts via the Federal system. This includes Integrated Public Alert and Warning System (IPAWS), which is an internet-based capability Federal, State, and local authorities can use to issue critical public alerts and notifications. This communication pathways includes Wireless Emergency Alerts (WEA). WEA can deliver alerts and notifications to cell phones within a geographic area. The Emergency Alert System (EAS) is a national public warning system via local broadcast media. Santa Clara County's primary station is KCBS (740 AM) and KSJO (92.3 FM) serves as the county's backup station.

## COMMUNICATIONS SYSTEMS

The City EOC is equipped with multipurpose and redundant communication technologies allowing the sharing of information across multiple platforms through different modalities. The communication capabilities are routinely exercised and updated as technology advances. Current communication resources in the City include:

- Voice Over Internet Protocol (VoIP)
- Cellular phone
- Satellite phones
- Fax machines
- Internet enabled computers, website and email
- Silicon Valley Interoperability Radio Authority (SVIRA) ECOMM phone
- Emergency Alert Systems (EAS)
- RACES amateur radio
- Public Safety frequencies (i.e. law, fire, ems)
- Government frequencies (dept./agency radios/EOC to EOC)
- Low Band frequencies (EOC to EOC radios)
- Business/Commercial frequencies (i.e. PG&E, Red Cross, Valley Water



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- Social Media Outlets (Nixle, Facebook, Twitter, Next Door, etc.)
  - WebEOC

## WebEOC

WebEOC is an internet-based program available to the City as an emergency management information sharing and tracking system. WebEOC is a tool that allows the City access and to share the common operating picture and situational awareness, as it helps to facilitate information coordination during an emergency. WebEOC is designed to capture status board information, track emergency activities and City responders can share real time information and resources available to emergency managers.

## Public Awareness and Education

The public's response to any emergency is based on their understanding of the nature of the emergency, the potential hazards, and the practical response of emergency services. Milpitas OEM provides emergency preparedness information from local, State and Federal sources available to the residents of Milpitas. Milpitas provides educational outreach on specific hazards throughout the calendar year, aiding in the disaster preparation and education for residents and business' in the community. Milpitas has an emergency preparedness commission which meets every other month, consists of a city staff liaison, residents, the school district, the business community, and a council member (serving as a liaison) who focus on community awareness and preparedness. OEM, with the assistance of volunteers provide the following programs, classes, public education events, and informational materials:

- Public Safety & Emergency Preparedness Commission
- Community Emergency Response Training (CERT)
- ARES/RACES
- Map Your Neighborhood (English, Chinese and Spanish) and Neighborfest
- AlertSCC (English, Spanish, Vietnamese and Chinese)
- Family Preparedness Guide and Education
- Emergency Preparedness in Vulnerable Communities (Elderly, Access & Functional Needs, Pets)
- Medical Triage & Treatment Courses, Hands-Only CPR
- Business Preparedness
- Financial Future Preparedness
- OEM Page NextDoor Public Information
- Milpitas OEM Webpage
- City Social Media Outlets (City SOP 04-09, Social Media Policy)
- OEM-MUSD Partnership in Preparedness Programs

## EOC Organization

The EOC is comprised of five Section Units- the Management, Operations, Planning and Intelligence, Finance and Administration and Logistics. All five Section Units have job specific

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duties and expectations regarding their response to support field operations. In the EOC all Section Units have binders provided with general Section Unit overview of responsibilities, duty specific checklists, instruction manuals for web based EOC computer programs, templates, and printed forms and documents. In addition to the manual binders for reference, each EOC computer is set up to access the EOC drive on Callisto, the City's server, EOC([\\callisto](#)). The binder and EOC server folder are duplicates of one another for redundancy in the event of technology issues during a disaster. In the EOC Activation folder, each Section Unit has its own folder in "2. EOC Sections", with all the applicable forms, checklists, templates, documents, manuals, guides, and eventually electronic versions of the EOP Annexes as they are developed and applied. All EOC computers are set up specifically for the Section Unit and not the User to provide records and avoid miscommunications as a result of personnel changes within the EOC.

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## PLANNING & INTEL

The Planning/Intelligence Section is a primary function of the EOC. This section gathers information from a variety of sources, analyzes and verifies information, and prepares and updates internal EOC information and map displays. This section oversees the Planning meetings and prepares the EOC Action Plan. The Planning and Intelligence Section, Documentation Unit will maintain copies of documents that are integral to functions (such as Action Plans, SEMS forms, Situation Status Reports, position logs and sign-in sheets), that together make up the history and chronology of incidents when the EOC is activated. EOC documentation and prepares advanced planning information as necessary. The Planning Section Chief reports directly to the Director of Emergency Management. Job specific duties and checklists are available in the EOC Planning & Intel Section Binder. Additionally, details regarding retaining, filing, and maintaining documentation of EOC activities is found in the Planning Sections Operational Binder.

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## FINANCE & ADMINISTRATION

The Finance & Administration Section is a primary function in the EOC. This Section manages all financial, administrative and cost analysis aspects of the emergency. Finance is responsible for ensuring all financial procedures and administrative policies are consistent with laws and regulations. Guidance is provided in their position specific checklist at the EOC. The Finance and Admin Section Chief reports directly to the Director of Emergency Management. Job specific duties and checklists are available in the EOC Finance Section Binder.

### DOCUMENTATION

The EOC Finance Section is responsible for maintaining records on damage assessments expenditures, recovery cost expenditures, insurance related documents, personnel overtime and other costs associated with the emergency. Finance is also responsible for inventorying fixed assets (City SOP 24-1, Fixed Assets Inventory Control).

### Cost Tracking

Disaster-related expenditures may be reimbursed under several state and federal programs. Recovering these costs can be a complex process that requires significant documentation and record keeping ensuring that maximization of reimbursement for eligible activities.

- The Finance Department is responsible for coordinating the City's efforts to properly apply for state, and/or federal reimbursement for disaster-related costs and obligations. The Finance Department leads the efforts in the Recovery Section.
- For disasters involving significant damage to infrastructure, it can take years to complete the eligible work and to compile supporting documentation necessary for State and Federal Reimbursement.
- FEMA's Office of the Inspector General routinely audits State and Local governments that receive FEMA disaster assistance funds. If the Inspector General determines that a grant application did not spend disaster assistance funds according to federal regulations and FEMA guidelines, FEMA can rescind the original award. Providing documentation in the form FEMA expects can provide a measure of protection to the City. In addition to inadequate documentation, common disallowances include expenditures for ineligible items, improper procurement, and duplicate payments from insurance companies. It is important to maintain records and documentation in auditable form for at least three years after the receipt of a closeout letter from Cal OES.

### ELIGIBLE COSTS

Eligible costs are extraordinary costs incurred while providing emergency services required by the direct impact of a declared disaster and for which the service is the responsibility of the City. Eligible costs are generally considered to be the net costs over and above any increased revenue or subsidy for the emergency service. Eligible costs are costs that:

- Are reasonable and necessary to accomplish the eligible work.
- Comply with federal, state and local requirements for procurement.

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- Do not include (or are reduced by) insurance proceeds, salvage values, and other credits.
  - When determining eligible costs, the defining factor for reimbursement will be whether the documented costs can be deemed “reasonable”. The Federal government often refers to 2 C.F.R. 200.404 for a definition of reasonable cost:

*A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally funded.*

The eligible cost criteria apply to all direct costs, including salaries, wages, fringe benefits, materials, equipment, and contracts awarded for work. Ineligible expenses include costs for standby personnel and/or equipment and lost revenue.

## RECORDKEEPING REQUIREMENTS

State and Federal governments require detailed information to support claims for reimbursement. Funding will be approved or denied based upon the information supplied by the City. Documentation supporting all costs claimed will be required and all information must relate back to individual original source records. Detailed records should be kept from the onset of an incident or event to include, but not be limited to:

- Appropriate extracts from payrolls, with any cross references needed to locate original documents. Labor costs should be compiled separately from vehicles and/or equipment expenses.
- A schedule of vehicles used for emergency operations. This documentation should include the miles and/or hours operated by location and operator. Vehicle operating expenses should include fuel, tires and maintenance.
- A schedule of heavy equipment used for emergency operations. This documentation should include exactly where the equipment was used and for what, hours and minutes used, and the name of the equipment operator if applicable.
- Invoices, warrants and checks issued and paid for materials, supplies and equipment expenses used for emergency operations. Costs for supplies and materials must include documentation of what exact resources were used and for what purpose.
- Copies of requests for proposals issued for work that is contract out to support eligible disaster-related response or recovery work.
- Justification for all non-competitive procurements.
- Final contracts.
- Invoices submitted by the contractor.
- Warrants authorizing check issuance.
- Work done under inter-community agreements and mutual aid.

Revenues and subsidies for emergency operations must be subtracted from any costs claimed. Expenditure tracking should commence upon notice or obvious occurrence of disasters that require expense of labor, equipment use, materials and other expenses.

## Purchasing Requirements

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The City Finance Department is responsible for City finance related administrative policies. At present time the City is in a contract arrangement with The Martinet Group to develop the Disaster Cost Recovery Plan. Until emergency purchasing requirements are developed to reflect Federal and State compliant disaster cost recovery, the City will maintain compliance with City SOP purchasing procedures. See City SOPs listed below:

Federal Emergency and Federal Grant Procurement Procedures (Adopted by Council on April 7, 2020 through Resolution 8956)

Procurement Card Administrative Policy dated June 1, 2021

SOP 30-5.1, Payment Approval for Authorized Goods & Services Purchases

Purchasing Policies and Procedures Manual dated Feb. 4, 2021

The Finance Department generates special coding for emergency expenditure tracking which is used for both labor and equipment. The Finance Section will compile reports, included total expenditures by category. The Finance Section Chief will submit a summary report on total costs to the EOC Director as requested. This information will be used for State and Federal disaster assistance applications. Additional details regarding record-keeping requirements can be found in guidance provided by each grant program. The FEMA Public Assistance Program and Policy Guide provides record-keeping requirement guidance that is generally applicable to most programs.



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## LOGISTICS

The Logistics Section secures facilities, services, resources and management, and other support services to city emergency response staff, and NGOs/PNPs, responding to the emergency, and to meet internal EOC operating requirements.

## RESOURCE MANAGEMENT

Resource management preparedness involves identifying and typing resources; qualifying, certifying, and credentialing personnel; planning for resources; and acquiring, storing, and inventorying resources. Resource requests for support directed to the EOC will be channeled through the appropriate EOC Operations Section, to the Planning and Intelligence Section, ultimately resulting in Logistics for fulfillment upon approval. The Logistics Section Chief reports directly to the Director of Emergency Services. Job specific duties and checklists are available in the EOC Logistics Section Binder.

### IDENTIFYING AND TYPING RESOURCES

In accordance with NIMS, resources are identified by the following characteristics:

- **Capability:** The core capability for which the resource is most useful (e.g. fire management and suppression; on-scene security, protection and law enforcement; public health, healthcare and emergency medical services).
- **Category:** The function for which a resource would be most useful (e.g. fire/hazardous materials, law enforcement operations, medical and public health).
- **Kind:** A broad characterization, such as personnel, teams, facilities, equipment and supplies.
- **Type:** Provides further details regarding the capability of a specific kind of resource that applies a metric to designate it as a specified numbered class (e.g. Type 1 IMT, Type 2 IMT, and Type 3 IMT).

### REQUESTING RESOURCES

Resource requests should include enough detail to ensure that those receiving the request can understand what is needed. Using NIMS resource typing helps ensure that requests are clearly communicated and understood. Request shall include the following:

- Detailed item description including quantity, capability, category, kind and type, if known, or a description of required capability and/or intended use.
  - If suitable substitute resources or preferred source exists, these should also be indicated.
  - If the resource is not a common or standard incident resource, then detailed specifications should be provided.
- Required arrival date and time.
- Required delivery or reporting location.
- The position title of the individual to whom the resource should report.

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- Any incident-specific health or safety concerns (e.g. vaccinations, adverse living/working conditions, or identified environmental hazards). Personnel are assigned based on their qualifications and the needs of the incident, as well as any jurisdictional requirements or limitations (i.e. personnel in some fields, including law enforcement and medicine have limited authority outside of the jurisdiction in which they are sworn or licensed).
  - Appropriate signatures depending on the purchase amount (SOP 30-5.1, Signature Authority).

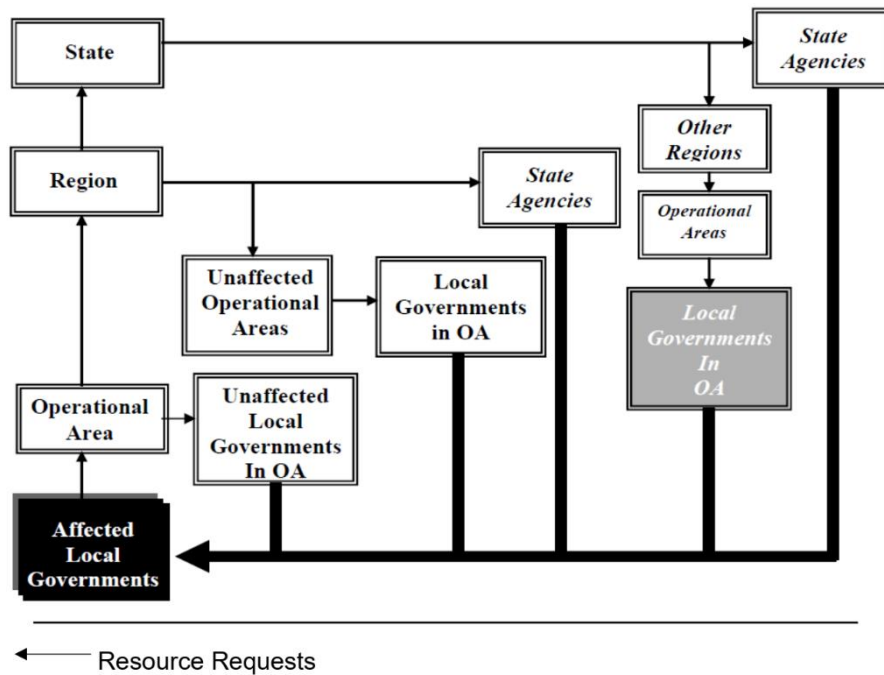
#### GENERAL RESOURCE REQUEST FLOW

During the response phase, the real-time tracking of incident response needs and resources available is critical. Resources may be in short supply, and multiple requests for services can occur. Resource requirements for supplies, equipment, vehicles, facilities, or personnel are initially filled from within the City departments. Once internal resources have been exhausted (to include inventories on hand and procurement from vendors) or when a shortfall is projected, a resource request based on a needed outcome is submitted by the department, or DOC, to the appropriate Operations Section Branch at the EOC.

The request is then filled, if possible, by other departments represented in the Operations Section of the EOC. When no internal source exists to fulfill the request by procuring the necessary services or supplies first from within existing City resources, and then from the private sector or other non-governmental sources.

When City resources have been exhausted, or certain resources are unavailable, resource requests are then routed to the Operational Area EOC, (Santa Clara County EOC). If resources are exhausted in the Operational Area, requests are routed to the Coastal Regional EOC following SEMS protocols. See the General Flow of Requests and Resources Flow Chart below.

### Mutual Aid System Concept: General Flow of Requests and Resources



### DISCIPLINE-SPECIFIC MUTUAL AID RESOURCES REQUEST FLOW

Under the California Master Mutual Aid Agreement, of which the City is a signatory, discipline-specific mutual aid systems (e.g. Law, Fire and Rescue, Medical Health, Public Works, and Emergency Management), following a slightly different path when requesting resources. While they still flow bottom up, following SEMS levels, the requests are initiated, communicated, and coordinated, following SEMS levels, the requests are initiated, communicated, and coordinated, through designated Mutual Aid Coordinators at each level. The City's authorized staff (Fire Chief, Police Chief, Public Works Director, etc.) issue requests for assistance using the relevant dispatch center to initiate the process by communicating the request to the Operational Area Mutual Aid Coordinator through the Operational Area dispatch center. Initiated request and the status of the resources are tracked, and that information is shared with the associated Unit of Operations Section in the EOC.

### RESOURCE MANAGEMENT PROCESS

The resource management process during an incident includes standard methods to identify, order, mobilize, and track resources. In some cases, the identification and ordering process is compressed, such as when an Incident Commander identifies the specific resources necessary for a given task and orders those resources directly. However, in larger, more complex incidents, the Incident Commander relies on the resource management process and personnel in the Incident Command Post, Department Operations Centers and EOC to coordinate to identify and meet resource needs. The six primary tasks of resource management during an incident are:

- Incident requirements
- Order and acquire

- Mobilize
- Track and report
- Demobilize
- Reimburse and restock

## RESOURCE TRACKING

Resource tracking occurs prior to, during and after an incident. The process helps staff prepare to receive and use resources; tracks resource location; facilitates the safety and security of personnel, equipment, teams, and facilities; and enables effective resource coordination and movement. Resource status updates and associated information should flow up from the Incident Command Post, to Department Operation Center, to the EOC, and continue until the information is received by the resource provider.

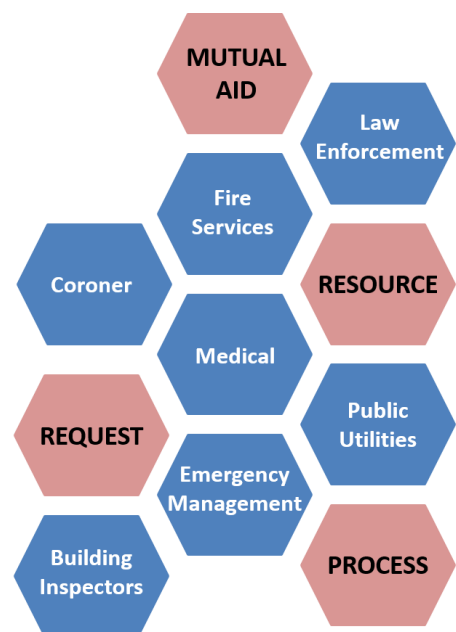
## MUTUAL AID

Mutual Aid is defined as “voluntary aid and assistance by the provision of services and facilities. Including but not limited to fire, police, medical and health, communication, transportation, and utilities. Mutual aid is intended to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation” (Title 19 CCR §2415).

The basis for the Mutual Aid System in the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), which is entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies to assist each other by providing resources during an emergency. Milpitas is party to this agreement. The agreement obligates each signatory entity to provide aid to each other during an emergency without expectation of reimbursement. Under specific conditions, the Federal and State monies may be appropriated to reimburse public agencies that aid other jurisdictions. If other agreements, memorandums, and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility and local entities may be reimbursed only if funds are available.

The City of Milpitas is also party to the Emergency Management Assistance Compact (EMAC). Passed through Public Law, 104-321, EMAC provides the legal agreement and standard operating procedures for states and their political subdivisions to receive interstate aid in a disaster.

In addition to mutual aid from other jurisdictions and from other states, the City of Milpitas can also obtain emergency response resources through alternative mutual aid systems such as the Water Response Network, coordinated by the California Utilities Emergency Association, or the Public Transit Mutual Aid, coordinated by the Metropolitan Transportation Commission. When the City’s resources are exhausted it depends on the Mutual Aid System and the resource request flow defined in SEMS to acquire necessary resources to execute response activities.



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The foundation of California's emergency planning and response is the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), 1950, which provides that:

“each of the parties hereto should voluntarily aid and assist each other in the event that a disaster should occur, by which the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster”

The MMAA creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance to other jurisdictions within the state. State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate, and prepare mutual-aid agreements.

## Mutual Aid Systems

A statewide mutual-aid system, operating within the framework of the MMAA allows for the progressive mobilization of resources to and from emergency response agencies, local governments, OAs, and state regions with the intent of provide requesting agencies with adequate resources. Emergency mutual-aid response and recovery activities are generally conducted at the request and under the direction of the affected local government.

The statewide mutual-aid system includes several discipline-specific mutual aid systems, such as fire rescue and law. The adoption of SEMS/NIMS OEM does not alter existing mutual-aid systems. These systems work through local government, OAs, regional and state levels consistent with SEMS/NIMS guidelines.

During, and following, an incident, the coordination of resources is critical when there are multiple requests for similar resource or when resources are scarce. It is anticipated that a Mutual Aid MAC Group will be established to coordinate mutual aid resources. The 2013 California Statewide MACS Guide provides the architecture to support coordination for incident prioritization, scarce resource allocation, communications systems integration, and information coordination.

## MULTI-AGENCY COORDINATION GROUPS (MAC GROUPS)

The Multi-Agency Coordination (MAC) System is one of the four pillars of SEMS, which are the ICS, MAC System, the Master Mutual Aid System, and the Operational Area Concept (as identified in the Emergency Services Act, Section 8607). In accordance with the 2013 California Statewide Multi-Agency Coordination System Guide, MAC groups are convened to address incidents or situations in which resources are considered scarce and decision-makers need to prioritize their allocation in order to best serve the communities in need. Activating a MAC group helps to ensure that operational tempo is not hindered for the MAC group parent organization/operations center, objectives may still be set, and progress continued to be made while still tackling difficult or complex problems or issues.

A MAC group may be convened by an EOC Director or other authority to prioritize incidents for the allocation of scarce resources, and should consist of administrators or executives, or their designee, who are authorized to commit agency resources and funds.

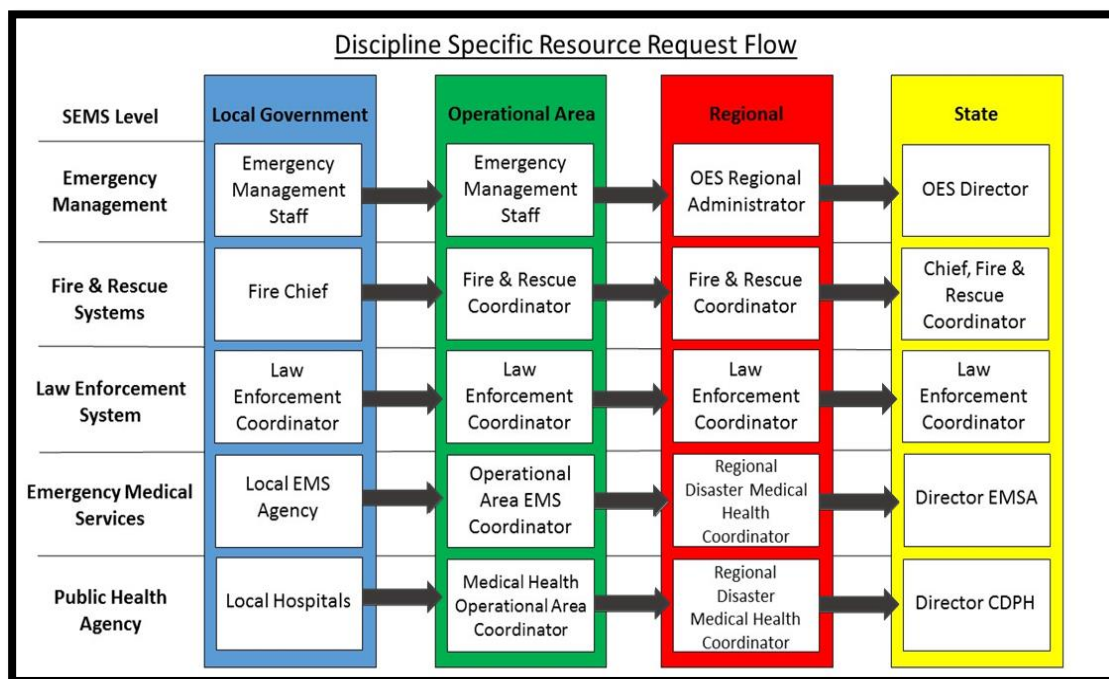
## Mutual Aid Authorities, Plans, and Guidance Documents

Mutual-aid assistance may be provided under one or more of the following authorities:

- California Master Mutual Aid Agreement (MMAA)
- California Law Enforcement Mutual Aid Plan
- Coroner Mutual Aid Plan
- California Fire Service and Rescue Mutual Aid Plan
- California Medical Mutual Aid Plan
- Emergency Managers Mutual Aid Plan
- Santa Clara County Law Enforcement Mutual Aid Protocol
- California Statewide Multi-Agency Coordination System Guide

## Integration of Mutual Aid Resources

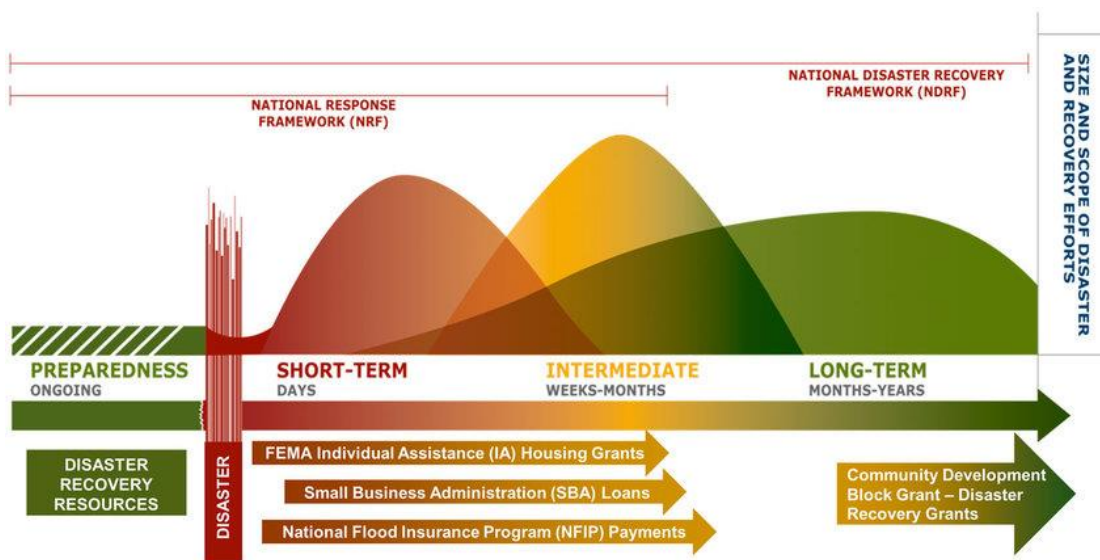
In order to receive County, State, and Federal resources, coordination needs to be done through the OA EOC, and field level command structures. The discipline specific OA Mutual Aid Coordinators will oversee tracking requests for equipment, resources, and manpower under existing mutual aid protocols. The requesting agencies are responsible to report to OA EOC the number and status of resources deployed on a mission daily. Resource typing of equipment will be handled by individual disciplines—law, fire, EMS, public works, and others—under the guidance issued by Cal OEM regarding NIMS implementation. Resources requested through the county EOC will be done following the prescribed county resource requesting process below:





## RECOVERY

The phases of recovery, or the “recovery continuum,” as FEMA refers to them, offer a process of interdependent and often concurrent activities that seek to progressively advance a community toward a successful recovery. Decisions made and priorities set early in the recovery process by a community have a cascading effect on the nature and speed of the recovery progress. As such, the City of Milpitas elevates the importance of recovery by tying recovery functions to the City’s emergency response operations at the onset of any incident requiring EOC activation. The graphic below shows the phases of recovery as defined in the National Disaster Recovery Framework.



The City Manager’s Office is the lead for coordinating and delegating recovery functions. The City’s recovery priorities are “people, buildings, infrastructure, and services.”

In addition to a discrete set of activities and funding mechanisms, Recovery is also an aspirational planning process that requires the sustained engagement of many partners to enact a shared vision for an improved and more resilient city. The City uses a “Whole Community” approach to recovery planning and program implementation to engage community members and partner organizations in actively shaping recovery outcomes.

The City’s vision for recovery is governed by the following principles:

- Recovery is community-led with the City as a catalyst for residents, businesses and community groups to advocate for their needs and take responsibility.
- Cooperation and strong relationships within the City’s government ensure smooth continuity of governance as the city progresses in response, short-term recovery and long-term recovery.
- A cohesive recovery results from the integrated and collaborative recovery planning and implementation that the city promotes within its impacted communities and across the region.
- City community services will strive to keep impacted residents and business in the community by providing services that allow them to rebuild their lives and livelihoods in place.
- The City will strive to maintain and expand housing affordability in disaster recovery.
- The City will work with impacted communities to ensure that disaster rebuilding helps to strengthen and revitalize today’s struggling neighborhoods.

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- The City will work to integrate environmental sustainability (including for buildings, infrastructure, and natural systems) into recovery and rebuilding activities.
  - The City will commit to open and transparent recovery process that actively engages the “Whole Community” in post-disaster recovery planning.
  - Coordination of information necessary to support the local emergency proclamation and request for disaster assistance processes.
  - Assessment of social and economic consequences in affected areas in the City and coordination of efforts to address community recovery needs.
  - Restoration of essential City facilitates and services.
  - Protection of natural and cultural resources and historic properties.
  - Coordination to ensure the accessibility to and provision of recovery services to people with disabilities and others with access and functional needs.
  - Facilitation of recovery decision-making across EOC functions and ensuring a smooth transition to a long-term recovery organization, if established.

## SHORT-TERM RECOVERY CONSIDERATIONS

Recovery operations begin concurrently with or shortly after the commencement of response operations. Short-term recovery activities occur within 90 days of the incident but may continue beyond that point. Short-term recovery includes actions required to:

- Stabilize the situation
- Restore essential services
- Begin the process of restoring community and economic functions
- Recovery operations are transitioned from the EOC to City departments based on their functional responsibilities. Responsible departments coordinate recovery functions as part of their daily missions or functions. Initial short-term recovery activities typically include:
  - Damage assessment
  - Debris removal
  - Local Assistance Center (LAC) operations
  - Restoration of utilities such as water and power services
  - Restoration of basic transportation services
  - Provision of temporary housing
  - Deployment of financial management systems for cost recovery through state and federal reimbursement programs
  - Activities to support proclamations and requests for assistance
  - Advance planning for long-term recovery needs
  - Coalition building

## INTERMEDIATE TERM RECOVERY CONSIDERATIONS

Intermediate or mid-term recovery involves returning individuals, families, critical infrastructure, and essential government or commercial services to a functional, if not, pre-disaster, state. Such activities are often characterized by temporary actions that provide a bridge to permanent measures.

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## LONG-TERM RECOVERY CONSIDERATIONS

Long-term recovery includes those activities necessary to restore a community to its pre-disaster state, given the inevitable changes that result from a major disaster. Long-term recovery requires significant planning to maximize opportunities and mitigate risks after a major incident. Long-term recovery can continue for years and may include the following:

- Reconstructing public and private facilities and infrastructure
- Planning and rebuilding of housing
- Implementing waivers, zoning changes, and other land-use legislation to promote recovery
- Providing long-term assistance to displaced families, including financial support as well as social and health services
- Restoring the local economy to pre-disaster levels
- Integration mitigation strategies into rebuilding efforts
- Recovering disaster-related costs for infrastructure restoration through state and federal grant programs

## DAMAGE ASSESSMENT

Collection and analysis of damage assessment information is crucial to the successful management of response and recovery operations. Damage assessment encompasses an effort to collect three layers of information:

- Rapid damage assessment: A general situational awareness of damage, which may come from media reports, the public, operation personnel surveys, CERT members, and be of varying detail and quality.
- Estimate monetary damages: Estimates of financial losses are needed to complete state and federal forms (Initial Damage Assessment Summary Reports, IDA) to support the proclamation and major disaster declaration processes.
- Safety Inspections: Formal assessments of a facility's safety for use as an occupancy, which must be completed by qualified inspectors using standard Applied Technology Council (ATC) guidance.

Often, general situational assessment, damage estimates, and safety information will be collected at the same time. Immediate surveys of damage will be conducted by City departments with disaster response field units: Police, Fire, and Public Works. Technical damage assessments are conducted by inspectors from Planning, Building and Engineering, Public Works and private utility providers. The Police Department will conduct aerial reconnaissance, via drone, of impacted areas to determine the extent of damage, and will report this information to the EOC Damage Assessment Unit. Damage assessment information will also be collected through DOCs, if activated, and share with the EOC Damage Assessment Unit. This overview of damaged areas will be the basis for the development of a field inspection program for public and private property. It is crucial that this information be timely, accurate, and where practicable, including specific damage assessment figures in dollar amounts. Estimated monetary damages will be compiled and submitted to Cal OES, through the OA, to support the requests for state and federal assistance, as needed.

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## DISASTER RECOVERY ASSISTANCE

Depending on the size and scope of the incident, State and Federal programs may be activated to provide recovery assistance based on damage data and impact information identified in the IDE forms submitted by affected local jurisdictions through their Op Area to Cal OES. State and Federal disaster assistance programs can assist individuals and families, private non-profit organizations, small businesses, and public agencies to recover from the effects of disaster. More detailed information will be available upon the development of the Recovery Annex.

### PRIVATE SECTOR ASSISTANCE

Local governments, State agencies and some Federal agencies can provide disaster recovery assistance to individuals, households, businesses, farmers, and/or ranchers with and sometimes without a Presidential Emergency or Major Disaster Declaration. A key component for the provision of individual assistance programs is a LAC. A LAC serves as a centralized location, operated by an effected jurisdiction with assistance from Cal OES and FEMA, where individuals and families can access available disaster recovery assistance programs and services following a disaster. Local, State, and Federal agencies, as well as non-profit and voluntary organizations may provide staff at the centers. FEMA may separately open Disaster Recovery Centers (DRCs), which is a readily accessible facility or mobile office where survivors may go for information about FEMA programs or other disaster assistance programs, and to ask questions related to a survivor's situation. Representatives from Cal OES, FEMA, small business administration (SBA), volunteer groups and other agencies may be available to answer questions and to assist survivors apply for Federal and sometimes State disaster assistance.

### Federal Individuals and Households Programs (IHP) and Housing Assistance (HA)

Pursuant to the Stafford Act, Section 408 (44CFR, Section 206.110) grant assistance for individuals for temporary housing, housing repair or replacement, or direct housing assistance to individuals and households may be made available with a Presidential Emergency or Major Declaration. There is a maximum grant award up to a given dollar amount that is adjusted yearly on October 1, based upon the current consumer price index (CPI).

### IHP Other Needs Assessment (ONA)

Pursuant to the Stafford Act, Section 408 (44CFR, Section 206.110) grant assistance to individuals and households for personal property, transportation, medical, dental, funeral expenses, and other eligible costs may be made available with a Presidential Emergency or Major Declaration. There is a maximum grant award up to a given dollar amount that is adjusted yearly on October 1, based upon the current consumer price index (CPI).

### State Supplemental Grant Program (SSGP)

Pursuant to the California Welfare and Institution Code (13600-13601) the capital State and provide supplemental grant assistance up to \$10,000 to individuals and households that have received the maximum federal IHP grant but still have eligible unmet needs. This program is administered by CDSS and only implemented when Federal IHP is activated under the Stafford Act. This program does require either a Presidential Emergency or Major Disaster Declaration.

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## SBA Physical Disaster Loan Program

The Physical Disaster Loan Program is administered by SBA pursuant 13CFR (Chp. 1, Part 123). This Program provides disaster loan assistance up to \$200,000 to homeowners to repair or replace a primary residence to its pre-disaster condition, or up to \$40,000 for renters and homeowners to repair or replace clothing, furniture, cars, appliances, etc. Damaged or destroyed as a result of the disaster. The program also provides up to \$2 million for businesses, and PNP organizations to repair or replace damaged real property, machinery, equipment, fixtures, inventory, or for leasehold improvements. SBA also has the authority to independently (without a presidential Declaration) implement the program when at least 25 homes and/or businesses have each sustained uninsured loss of 40% or more of the estimated fair replacement value or pre-disaster fair market value of the property. An SBA declaration is required which must be requested through Cal OES within 60 days of the occurrence. When SBA declares a disaster under their own authority for a county, contiguous counties are also eligible. No local or State proclamation or Presidential Declaration is required.

## SBA Economic Injury Disaster Loan (EIDL) Program

The EIDL program is administered by the U.S. SBA pursuant to 13 CFR (Chp. 1, Part 123). This program provides working capital loan assistance up to \$2 million for small businesses and most PNPs that have suffered and economic loss. This program may be implemented independent of a Presidential Disaster Declaration on a State's certification that at least five small business concerns in a disaster area have suffered substantial economic injury and need financial assistance not otherwise available on reasonable terms. The program may also be implemented in response to a determination of a natural disaster by the Secretary of Agriculture or under an SBA physical disaster declaration.

## Crisis Counseling Programs (CCP)

Crisis Counseling and Training Programs provide short-term, community-based mental health outreach and psycho-educational services to communities recovering from the effects of a disaster. Pursuant to 44 CFR, Section 206.171, FEMA is authorized to provide 100% Federally funded CCP grants to State and tribal governments that have received a Presidential Disaster Declaration. Through inter-agency agreement, the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA) works with FEMA to provide technical assistance, consultation, grant administration, program oversight, and training. CCP services are provided through County Department of Mental Health (DMH) offices and administered by California Department of Health Care Services (CDHCS).

## Disaster Unemployment Assistance (DUA)

This program provides for weekly unemployment benefits and job finding services provide to those unemployed due to a disaster (pursuant to 44 CFR Section 206.411). This program is funded by FEMA with oversight from the U.S. Department of Labor. DUA provides unemployment benefits for self-employed and those not eligible for regular employment insurance for up to 26 weeks after the disaster is declared. This program requires a Presidential Major Disaster Declaration to be implemented.

## Disaster Legal Services

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This program provides legal services, including legal advice, counseling, and representation in non-fee-generating cases for low-income individuals who require them as a result of the disaster. This program may be implemented and funded by FEMA pursuant to 44 CFR Section 206.164. The FEMA Regional Director consults with the FEMA State Coordinating Officer (SCO) to determine if disaster legal services are necessary. This program requires a Presidential Major Disaster Declaration to be implemented.

#### Disaster Supplemental Nutrition Assistance Program (D-SNAP)

This program provides short-term food assistance benefits to families to purchase adequate amounts of nutritious food. Local government must provide information on impacts to the food supply. This program is funded by USDA (pursuant to 7 CFR 250.69) and is administered by CDSS. This program requires a Presidential Major Disaster Declaration to be implemented.

#### Food Commodities Program

This program provides adequate supplies of food to disaster relief organizations for mass feeding or household distribution. Local government must provide information on impacts to the food stock and supplies for emergency mass feeding or distribution. Disaster organizations request food assistance through CDSS, which administers the USDA's nutrition assistance program. This program can be implemented with a Presidential Emergency or Major Disaster Declaration.

#### Disaster Case Management Program (DCMP)

DCMP is a federally funded supplemental program administered by FEMA in accordance with Section 426 of the Stafford Act. The Governor may request Disaster Case Management (DCM) in one of two ways: 1) as part of the State's request for a Presidential Disaster Declaration that includes Individual Assistance, or 2) via a written request to the FEMA Field Command Officer (FCO) within 15 days of the date of declaration. In the event of a Presidentially declared disaster that includes Individual Assistance, DMC may be implemented through immediate DCM services; Immediate DCM services administered by FEMA staff; through invitational travel to voluntary agencies; mission assignment to other federal agencies; or implantation of an Interagency Agreement, a contract, and/or a State DCM Grant Program application approved by FEMA. (U.S. Department of Homeland Security, Federal Emergency Management Agency: *Disaster Case Management Program Guidance*, March 2013).

#### Community Development Block Grant (CDBG)- State Non-Entitlement Program

Pursuant to Section 122 of the Housing and Community Act of 1974, as amended, funds earmarked for certain HUD projects may be transferred to emergency projects if not covered by FEMA and are in the best interest of the post-disaster-stricken community.

For jurisdictions that are part of the State's CDBG Non-Entitlement program, which are experiencing or have experienced a disaster, those jurisdictions with open CDBG may request in writing to the California Department of Housing and Community Development (HCD) that their existing CDBG be re-programmed to activities that address the current disaster. CDBG representatives at HCD can be contacted at: <http://hcd.ca.gov/financial-assistance/community-development-block-grant-program.contactus.html>.



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## PUBLIC ASSISTANCE

Public assistance programs provide support to local government agencies and, under certain specific conditions, to private non-profits. After a Presidential Emergency or Major Disaster Declaration, State and Federal programs will be initially administered from the Joint Field Office (JFO). The JFO is a multiagency coordination center as defined in NIMS. The JFO focuses on providing support to on-scene efforts, incident management, and/or disaster response and recovery program implementation. Assistance programs offered and administered solely under the authority of a Governor's State of Emergency Proclamation are administered or coordinated by the Recovery Division at Cal OES Headquarters in Sacramento. Acceptance of grant funding is subject to City Policy and must be in compliance (City SOP 26-2a, Grants, Sponsorships & Donations).

### California Disaster Assistance Act (CDAA)

Title 19 of the CDAA Government Code 8680-8692 authorizes the Director of the California Governor's Office of Emergency Services (Cal OES) to administer a disaster assistance program that provides financial assistance from the State for costs incurred by local governments as a result of a disaster event. Funding for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster is made available when the Director concurs with a local emergency proclamation requesting State disaster assistance. The program also allows for the reimbursement of local government costs associated with certain emergency activities undertaken in response to a State of Emergency proclaimed by the Governor. In addition, the program may provide matching fund assistance for cost sharing required under federal public assistance programs in response to a Presidential Major Disaster or Emergency Declaration.

A private non-profit organization may be eligible to receive assistance under special provisions in the CDAA for services rendered on behalf of disaster survivors that relate directly to a State of Emergency proclaimed by the Governor. Eligible activities must result in documented extraordinary costs and must have been provided at the direction of a local government agency or the State, as established by a contract of Memorandum of Understanding or agreement. The following costs are ineligible for reimbursement:

- No State financial assistance will be provided for costs or expenditures prohibited by the Federal or State Constitution, Federal or State law, of Federal or State regulation.
- No reimbursement will be provided for donated resources received by the PNP on or after the first day of the incident period as specified in the Governor's State of Emergency Proclamation for the emergency or disaster for which the PNP is seeking reimbursement by the State.
- No reimbursement will be provided for donated or volunteer labor.
- No reimbursement will be provided for voucher, debit cards or other monetary relief provided to the community affected by an emergency or disaster.
- No State financial assistance will be provided for damages caused by negligence or intentional acts.
- No funds allocated shall be used to supplant State or Federal funds otherwise available in the absence of State financial relief or assistance.

### FEMA Public Assistance (PA) Program

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The Office of Management and Budget, Public Assistance Policy and Program Guide, streamlines and consolidates government requirements for receiving and using federal awards to reduce administrative burden and improve outcomes (Chp. 2 CFR§200). Authorized by multiple sections of the Stafford Act, the PA program is FEMA’s primary form of financial assistance for state and local governments. The PA Program provides grant assistance for many eligible purposes, including:

- Emergency work, as authorized by Sections 403, 407, and 502 of the Stafford Act, which provide for the removal of debris and emergency protective measures, such as the establishment of temporary shelters and emergency power generation.
- Permanent work, as authorized by Section 406, which provides for the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain private non-profit organizations (PNP). PNP’s are generally eligible for permanent work assistance if they provide a governmental type of service, though PNP’s not providing a “critical” service must first apply to the SBA for loan assistance for facility projects. At its discretion, FEMA may provide assistance for hazard mitigation measures that are not required by applicable codes and standards. As a condition of PA assistance, applicants must obtain and maintain insurance on their facilities for similar future disasters.

#### FEMA Fire Management Assistance Grant (FMAG)

The FMAG program provides for the mitigation, management, and control of fires that threaten such destruction as would constitute a major disaster. The purpose of FMAG is to provide supplemental Federal assistance to State and Local government to fight fires burning on public (non-Federal) or privately owned forest or grassland. A Local or State fire agency must request a FMAG through the Cal OES Fire and Rescue Branch or the California State Warning Center while the fire is burning uncontrolled.

#### FEMA Hazard Mitigation

As the result of a Presidential Disaster Declaration, FEMA’s Hazard Mitigation Grant Program (HMGP aka: 404 Mitigation) funds plans and cost-effective projects that reduce the effects of future natural disasters. The purpose of HMGP is to ensure the opportunity to take critical mitigation measures to protect life and property from future disasters is not lost during the recovery and reconstruction process following a disaster. Funding is a competitive process and not tied to a damaged facility. The total amount of federal funding under the HMGP cannot exceed 20 percent of the total (estimated) federal assistance provided under FEMA PA and IA programs for that disaster. Normally, the funding is only 15% but the California State Hazard Mitigation Plan has been approved by FEMA as an “enhanced plan” which allows the State to receive increased funding of up to 20% of the Stafford Act authorization in mitigation grant funds following a federally declared disaster. In California, these funds are administered by the Cal OES HMGP Unit. Eligible applicants include State agencies, local governments, special districts, and some private non-profits. FEMA funds 75% of the eligible projects and the applicant funds the rest (there is no State cost share for HMGP).

FEMA can also provide funding for certain hazard mitigation activities undertaken as part of the PA program, as a Section 406 Hazard Mitigation activity. The purpose of 406 Mitigation is to implement cost-effective measures to reduce or eliminate the threat of future similar damage to a

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facility impacted by a past event. The PA applicant, FEMA, or Cal OES may recommend that hazard mitigation be included as part of a Project Worksheet (PW) that is used to document the damage, the eligible scope of work and the cost estimate to complete the approved scope of work for the repair of the damaged facility. In some cases, FEMA may require that such actions be taken as part of an applicant's permanent repair project. The cost of eligible hazard mitigation action will be included in the overall funding of the project. The cost share is 75% FEMA, 18.75% State and 6.25% local.

#### FEMA Community Disaster Loan (CDL) Program

FEMA's CDL program provides loans to local governments that have suffered substantial loss of tax and other revenue in areas included in a major disaster declaration. Typically, the loan may not exceed 25% of the local government's annual operating budget for the fiscal year of the disaster. The limit is 50% if the local government lost 75% or more of its annual operating budget. A loan may not exceed \$5 million. There is no matching requirement. The statute does not impose time limitations on the assistance, but the normal term of a loan is five years. The statute provides that the repayment requirement is cancelled if local government revenues are not enough to meet operations expenses during a three fiscal year period after a disaster. The governor's authorized representative must officially approve the application and funds must be available in the Disaster Relief Fund.

#### Federal Highway Administration's Emergency Relief (FHWA-ER) Program

The FHWA-ER program provides for the repair or reconstruction of Federal-aid highways and roads on federal lands, which have suffered serious damage as a result of (1) natural disasters or (2) catastrophic failures from an external cause. Emergency repair work to restore essential travel, minimize the extent of damage, or protect the remaining facilities, accomplished in the first 180 days after the disaster occurs, may be reimbursed at 100% Federal share. The 180-day time period for 100% eligibility of emergency repairs may be extended if a State cannot access a site to evaluate damages and the cost of repair. A request for FHWA-ER program assistance would be coordinated through Caltrans District 4, Office of Local Assistance.

#### U.S. Army Corps of Engineers (USACE) Emergency Operations

Pursuant to the Flood Control and Coastal Emergency Act (P.L. 84-99) USACE may provide manpower, supplies, and equipment for flood fighting, debris clearance and temporary levee repairs during the emergency period and up to a maximum of 10 days thereafter. This program is 100% funded by USACE. This program does not require a Presidential Disaster Declaration before it is implemented. ([www.USACE.army.mil](http://www.USACE.army.mil))

#### USACE Rehabilitation Program

Pursuant to the USACE Flood Control and Coastal Emergency Act (P.L. 84-99), the USACE Rehabilitation program provides assistance for permanent repairs to federal system levees. Although USACE covers the repair costs, the local sponsoring agency may be required to purchase additional soil and must sign "hold harmless" agreements and other applicable assurances before work can begin. This program is 100% funded by USACE. This program does not require a Presidential Disaster Declaration before it is implemented. ([www.USACE.army.mil](http://www.USACE.army.mil))

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## Community Development Block Grant- Disaster Recovery (CDBG-DR)

If a Presidentially declared disaster has affected areas of the state that otherwise might not recover due to limited resources, Congress may appropriate additional funding for the Community Development Block Grant program as Disaster Recovery grants to rebuild the affected area and to provide crucial seed money to start the recovery process and fund a broad range of recovery activities. CDBG-DR often supplements disaster programs of FEMA, the SBA, and the U.S. Army Corps of Engineers. Grants may also be used to creatively address issues that are outside of the direct purview of other disaster recovery programs.

CDBG-DR funds are made available to states, units of general local governments, tribal governments, and insular areas which have significant unmet recovery needs and the capacity to carry out a disaster recovery program (usually these are governments that already receive HOME or CDBG allocations). At times, supplemental appropriations restrict funding solely to states rather than the local cities and/or counties. HUD grantees are responsible for ensuring compliance with environmental and historic review and all other Federal and State requirements.

Grantees may use CDBG-DR funds for recovery efforts involving housing, economic development, infrastructure and prevention of further damage to affected areas. Use of CDBG-DR funding cannot duplicate benefits being funded under FEMA, SBA or USACE.

Examples of eligible activities:

- Buying damaged properties in a flood plain and relocating residents to safer areas.
- Relocation payments for people and businesses displaced by the disaster.
- Debris removal not covered by FEMA.
- Rehabilitation of homes and buildings damaged by the disaster.
- Buying, constructing or rehabilitating public facilities such as streets, neighborhood centers, and water, sewer and drainage systems.
- Code enforcement.
- Homeownership activities such as down payment assistance, interest rate subsidies and loan guarantees for disaster victims.
- Public services.
- Helping businesses retain or create jobs in disaster impacted areas.
- Planning and administration costs (limited to no more than 20% of the grant funding).

## OTHER PROGRAMS

### Tax-Exempt Bond Programs

Government agencies may, in certain cases, issue tax-exempt bonds on behalf of private businesses. These bonds are known as “Qualified Private Activity Bonds” and may be issued for various purposes such as low-income multi-family housing, industrial development, redevelopment projects, enterprise zones or facilities that treat water, sewage or hazardous materials. The lower borrowing costs facilitate the development of projects that may not otherwise be feasible if financed at market rate. Unlike typical municipal bonds, the payment of principal and interest on private activity bonds is not the responsibility of the issuing government agency. Instead it is the responsibility of the private business receiving the proceeds. By relieving

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government agencies of the financial obligations associated with the bond debt, private activity bonds are a low risk alternative for communities to finance projects.

The 1986 Federal Tax Reform Act imposed a limit on how much private activity bonds can be issued in a State each year. The limit is determined by a State's population, multiplied by a specified dollar amount. The California Debt Limit Allocation Committee was established under the California State Treasurer to administer the allocation of this bond ceiling or "cap" and to make certain that the total amount of private activity bonds issued does not exceed the limits established under the Federal law. Through California Debt Limit Allocation Committee's administration, the State ensures that this limited resource is efficiently used to finance projects and programs that both provide a public benefit and contribute to the economic vitality of California.

#### Low Income Housing Tax Credit Programs

The California Tax Allocation Committee, under the California State Treasurer, administers the Federal and State Low-Income Housing Tax Credit Programs. Both programs were created to encourage private investment in affordable rental housing for households meeting certain income requirements. Congress created the federal Low-Income Housing Tax Credit Program in 1986. It replaced traditional housing tax incentives, such as accelerated depreciation, with a tax credit that enables low-income housing sponsors and developers to raise project equity through the sale of tax benefits to investors. Two types of Federal tax credits are available and are generally referred to as nine percent (9%) and four percent (4%) credits. These terms refer to the approximate percentage of a project's "qualified basis" a taxpayer may deduct from their annual federal tax liability in each of ten years.

Recognizing the extremely high cost of developing housing in California, the State legislature authorized a State low income housing credit program to augment the federal tax credit program. The State credit is only available to a project which has previously received, or is concurrently receiving, an allocation of Federal credits. Thus, the State program does not stand alone, but instead, supplements the Federal tax credit program.

Developments financed with the proceeds of tax-exempt bonds may also receive a Federal tax credit. The annual credit available is based on approximately 4% (instead of 9%) of the "qualified basis" of the development. Qualified basis consists of the costs attributable to the units that will be income and rent restricted for a minimum of 30 years. Only rental housing projects are eligible for tax credits in both the Federal and State programs. Credits can be allocated to new construction projects or existing properties undergoing rehabilitation.

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## PLAN DEVELOPMENT AND MAINTENANCE

The EOP is developed under the authority of City Council. It is a living document, subject to revisions based on agency organizational changes, new laws or guidance, and experience obtained from exercises, or responding to real events. This section describes the plan development and maintenance process for keeping the EOP current, relevant, and in compliance with SEMS, NIMS, and other applicable guidelines or requirements.

### DEVELOPMENT AND MAINTENANCE RESPONSIBILITIES

OEM is responsible for the development and maintenance of the EOP. Each City Department is tasked with functional responsibility and is responsible for participating in the development and maintenance of relevant portions of the EOP, which includes assigned functional annexes.

### WHOLE COMMUNITY APPROACH

The Milpitas Emergency Operations Plan (EOP) was developed in collaboration with stakeholders throughout the City for a whole community approach in compliance with *Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans*. The City's ability to respond and recover from significant emergencies and major disasters is highly dependent upon planning for the unique needs and specific requirements of the City's residents, businesses, commuters and visitors. To further identify and meet these needs, the City has adopted a "Whole Community Approach" in which the inclusion and integration of community partners, neighbors, and other stakeholders are actively promoted in all phases of emergency management. Through these collaborative efforts, the City will become more resilient and better prepared to meet the needs of its residents and daytime populace alike, especially those with disabilities and other access and functional needs.

### VOLUNTEER ORGANIZATIONS

The City of Milpitas OEM serves to harness the power of individuals, businesses and organizations through education, training and volunteer service. OEM hosts emergency preparedness volunteer programs which include: Community Emergency Response Training (CERT), Radio Amateur Communications Emergency Services (RACES). Additionally, OEM coordinates with Milpitas Police Neighborhood Watch Program to bring education to neighborhoods.

### PRIVATE SECTOR

The City of Milpitas, known as the "Gateway to the Silicon Valley" due to its location, which hosts many large technology giants. Milpitas is also home to the Great Mall of the Bay Area, which is known as one of the largest outlet malls in California. Representing tens of thousands of employees, the business community increases the City's daytime population and serves as the foundation for economic prosperity. The City's Economic Development Department actively engages with the private sector to better understand their needs, identify resources, and develop partnerships. Many of the City's private sector partners proactively address preparedness planning internally to minimize business disruptions and to support the well-being of their



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employees. The City acknowledges this valuable and collaborative relationship with the private sector as an integral component of the City's overarching emergency preparedness.

## PEOPLE WITH DISABILITIES

"One of the most important roles of local government is to protect their citizenry from harm, including helping people prepare for and respond to emergencies. Making local government emergency preparedness and response programs accessible to people with disabilities is a critical part of this responsibility. Making these programs accessible is also required by the Americans with Disabilities Act of 1990 (ADA)." (ADA: An ADA Guide for Local Governments)

People with disabilities often require additional planning and support to ensure they receive equal access and coverages as required under the Stafford Act, as well as other state and federal legislation, such as California Assembly Bill 477 and the Americans with Disabilities Act (ADA). Disabilities are not always apparent and may include mobility, hearing, vision, as well as cognitive orders and mental illness.

The City has a diverse population with includes a wide variety of people with disabilities. To meet the needs of these individuals, the City is committed to supporting efforts and activities designed to improve and validate capabilities in support of people with disabilities, including but not limited to:

- Emergency Preparedness Education
- Disabilities Resource Outreach
- Notification & Warning Procedures
- Evacuation, transportation and sheltering considerations
- Accommodations for Service Animals
- Accessibility to information

Additionally, the City looks to integrate people with disabilities and their advocates directly into preparedness activities, such as plan development and review. These efforts have included targeted outreach to publicize the development of this EOP and solicit input and participation in the subsequent development and review of associated operational annexes as applicable.

## ACCESS AND FUNCTIONAL NEEDS COMMUNITY

OEM monitors legislative changes and edits as necessary for compliance with Assembly Bill 477 the 2019 California Emergency Services Act, Govt. Code 8593.3.5 for the protections of those with AFN. The City recognizes that additional support may also be needed to support those with AFN. AFN are not necessarily related to a specific condition, diagnosis, or impairment but are based upon functional areas such as:

- Maintaining independence
- Effective communications
- Transportation
- Supervision
- Medical Care

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Individuals with AFN considerations may not have access to support networks outside of their immediate communities or be able to self-evacuate. As a result, they may have additional needs before, during and after an incident. Those with AFN often include children, the elderly, tourists and other segments of the population, including:

- People with disabilities
- People living in assisted living
- People from diverse cultures
- People with limited English proficiency
- People without transportation
- People who are economically disadvantaged

The City OEM will be undertaking the task to develop an AFN and Disabilities Annex. This Annex will detail the specific information needed to fully prepare and respond to individuals facing AFN or ADA needs. The Annex will include Planning, Notification Methodology and Capabilities, Evacuation, Shelter Operations and Staff Training, Service Animals, Communications, Generator Power, and Return to Home Operations.

### Pets and Other Animals

As a result of deficiencies in emergency planning uncovered in the aftermath of Hurricane Katrina, the Federal government passed Pet Evacuation and Training Standards (PETS) Act of 2006 as an amendment to the Stafford Act. Recognizing the unwillingness of many displaced individuals to take advantage of evacuation or shelter resources without accommodating for their pets or companion animals during a disaster or emergency.

The City works to include considerations for the needs of pets and companion animals in plans as appropriate. Furthermore, although not required under the PETS Act, additional resources for the evacuation of larger animals and livestock, such as horses, may be available through request and coordination with the Santa Clara County Office of Emergency Management.

## DEVELOPMENT PROCESS

The initial development and the development of new material follow basic guidelines for strategic planning. The process is led by OEM using stakeholders to assist in the development of the EOP. Stakeholders participate in functional work groups to generate material for the EOP. OEM combines the contributions of the stakeholders and other subject matter experts to develop the draft EOP. The stakeholders review the draft EOP as necessary and produce the final EOP. Stakeholder involvement is key to developing a comprehensive EOP that is useful, applicable, and supported by all City Departments and partners in the City.

## REVISION AND PLAN MAINTENANCE

This EOP is reviewed, updated, republished, and redistributed on a 2-year review, 5-year revision cycle in accordance with 2016 State Homeland Security Grant Program guidance. This EOP may

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be modified as a result of post-incident analyses and/or post exercise reviews and assessments. It may also be modified if responsibilities, procedures, laws, rules, or regulations pertaining to emergency or incident management and operations change. City Departments having assigned responsibilities under this EOP are obligated to inform OEM when changes are needed to reflect current process. OEM will maintain records of revision to this EOP and each of the annexes as they are reviewed and updated. All changes will be noted in the Annual Review table at the beginning of this document.

## TRIGGERS FOR PLAN UPDATES

In addition to periodic reviews, the EOP will also be reviewed and updated after the following events:

- A major incident
- A change in operational resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- A formal update of planning guidance or standards
- Each EOC activation
- Major exercises
- A change in the jurisdiction's demographics or hazard or threat profile
- A change in the acceptability of various risks, or new risks identified
- The enactment of new or amended laws or ordinances.

## PLAN EVALUATION

Evaluating the effectiveness of the EOP and its supporting annexes involves a combination of training events, exercises, and real-world incidents to determine whether the goals, objectives, decisions, actions, and timing outlined in the plan led to a successful response. Absent from any triggering factors, the EOP should be reviewed on an annual basis to ensure the plan's contents remain accurate. Additionally, the City will use exercises and training sessions as opportunities to evaluate the EOP and its supporting annexes.

## AFTER ACTION REPORTS (AAR)

The completion of an AAR is part of the required SEMS reporting process and requires that all cities and counties submit within 90 days a copy of the AAR to Cal OES.

Section 24509(a) of the NIMS/SEMS regulations states that:

“Any City or County declaring a local emergency for which the governor proclaims a State of Emergency, and any State agency responding to that emergency shall complete and transmit an After Action Report to Cal OES within ninety (90) days of the close of the incident period as specified in the CCR, section 22900(j).”

## AFTER-ACTION REPORTS ACCESS

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AARs are made available to all interested public safety and emergency management organizations and serve the following important functions:

- Document response activities
- Analyze effectiveness of the components of NIMS/SEMS
- Describe and define a plan of action for implementation of improvements

The NIMS/SEMS approach to implementing AARs emphasizes the improvement of emergency management at all levels. The AAR provides a vehicle for not only documenting system improvements, but also can, if desired, provide a work plan for how these improvements can be implemented.

It may be useful to coordinate the AAR process when multiple agencies/jurisdictions are involved in the same emergency. Jurisdictions are encouraged to work together in the development of AARs when appropriate and feasible. For example, an Operational Area may take the lead in coordinating the development of an AAR that involves several jurisdictions. If appropriate, jurisdictional reports may become part of an overall operational area report.

## TRAINING

For the EOP to maintain its relevance and effectiveness, EOC staff must train regularly so they have knowledge, skills and abilities needed to perform the tasks identified in the plan. Personnel are trained on EOC position specific procedures as well as EOC procedures necessary to coordinate support for response and recovery activities. Milpitas Office of Emergency Management is in the beginning stages of building a progressive, multi-year training and exercise plan in compliance with NIMS. This will enable the City to participate a series of increasingly complex exercises, with each successive exercise building upon the previous one until mastery is achieved. Regardless of exercise type, each exercise within the progressive series is linked to a set of common program priorities and designed to test associated capabilities. Progressive exercises (listed by order of complexity), include Seminar, Workshops, Tabletop Exercises, Drills, Games, Functional Exercises and Full-Scale Exercises. Milpitas OEM will work independently, and in coordination, with the County OEM to run annual drills and on-going training to further enhance Milpitas' capabilities to respond effectively to the Milpitas EOC and community.

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## ACRONYMS

|           |                                                           |
|-----------|-----------------------------------------------------------|
| AP        | Administrative Policies                                   |
| ADA       | Americans with Disabilities Act                           |
| ALERT     | Automated Local Evaluation in Real Time                   |
| ARES      | Amateur Radio Emergency Services                          |
| BART      | Bay Area Rapid Transit                                    |
| CADRE     | Collaborating Agencies Disaster Relief Effort             |
| CAL FIRE  | California Department of Forestry and Fire Protection     |
| Cal OES   | California Governor's Office of Emergency Management      |
| CBO       | Community-Based Organization                              |
| CDAA      | California Disaster Assistance Act                        |
| CDBG – DR | Community Disaster Block Grant – Disaster Recovery        |
| CDL       | FEMA Community Disaster Loan Program                      |
| CERT      | Community Emergency Response Team                         |
| CFR       | Code of Federal Regulations                               |
| COOP      | Continuity of Operations Plan                             |
| CLERS     | CA Law Enforcement Radio System                           |
| CLETS     | CA Law Enforcement Telecommunications System              |
| CSWC      | CA State Warning Center                                   |
| DOC       | Department Operations Center                              |
| DSW       | Disaster Service Worker                                   |
| DSWVP     | Disaster Service Worker Volunteer Program                 |
| EMS       | Emergency Medical Services                                |
| EAS       | Emergency Alert System                                    |
| EMPG      | Emergency Management Performance Grant                    |
| EOC       | Emergency Operations Center                               |
| EOP       | Emergency Operations Plan                                 |
| ESF       | Emergency Support Function                                |
| FE        | Functional Exercise                                       |
| FEMA      | Federal Emergency Management Agency                       |
| FHA-ER    | Federal Highway Administration's Emergency Relief Program |
| FMAG      | FEMA Fire Management Assistance Grant Program             |
| FTA-ER    | Federal Transit Administration's Emergency Relief Program |
| FSE       | Full-Scale Exercise                                       |
| HSPD      | Homeland Security Presidential Directive                  |
| HUD       | U.S.A. Housing and Urban Development Department           |
| IA        | Individual Assistance                                     |
| IC        | Incident Commander                                        |
| ICP       | Incident Command Post                                     |
| ICS       | Incident Command System                                   |
| IPAWS     | Integrated Public Alert and Warning System                |
| JIC       | Joint Information Center                                  |
| JIS       | Joint Information System                                  |
| LAC       | Local Assistance Center                                   |
| MAC       | Multi-Agency Coordination                                 |
| MACS      | Multi-Agency Coordination System                          |
| MMAA      | California Master Mutual Aid Agreement                    |

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|         |                                                 |
|---------|-------------------------------------------------|
| MSEL    | Master Scenario Events List                     |
| NFIP    | National Flood Insurance Program                |
| NGO     | Non-Governmental Organization                   |
| NIMS    | National Incident Management System             |
| NRF     | National Response Framework                     |
| NRCS    | Natural Resources Conservation Service Program  |
| NWS     | National Weather Service                        |
| OA      | Operational Area                                |
| OA EOC  | Operational Area Emergency Operations Center    |
| OEM     | Office of Emergency Management                  |
| PA      | Public Assistance                               |
| PG&E    | Pacific Gas and Electric Company                |
| PIO     | Public Information Officer                      |
| PL      | Public Law                                      |
| PNP     | Private Non-Profit                              |
| PPD     | Presidential Policy Directive                   |
| RACES   | Radio Amateur Civil Emergency Services          |
| REOC    | Regional Emergency Operations Center            |
| SBA     | Small Business Administration                   |
| SCC     | Santa Clara County                              |
| SCVWD   | Santa Clara Valley Water District               |
| SEMS    | Standardized Emergency Management System        |
| SEP     | CA State Emergency Plan                         |
| SimCell | Simulation Cell                                 |
| SMS     | Short Message Service                           |
| SOC     | State Operations Center                         |
| SOP     | Standard Operating Procedures                   |
| SVIRA   | Silicon Valley Interoperability Radio Authority |
| TTX     | Tabletop Exercise                               |
| USACE   | U.S. Army Corps of Engineers                    |
| USC     | United States Code                              |
| USGS    | United States Geological Survey                 |
| VOAD    | Voluntary Organizations Active in Disasters     |
| VTA     | Santa Clara Valley Transportation Authority     |
| WEA     | Wireless Emergency Alert                        |



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## DEFINITIONS

**Accessible** – A facility is accessible if it has the legally required features and/or qualities that ensure entrance, participation, and usability of places, programs, services, and activities by individuals with a wide variety of disabilities.

**Affected Population** – Anyone who has been displaced, injured, or suffered some loss due to a disaster.

**American Red Cross (Red Cross)** – The Red Cross is a humanitarian organization, led by volunteers, that provides relief to victims of disasters and helps people prevent, prepare for, and respond to emergencies. It OEM this through services that are consistent with its Congressional Charter and the Principles of the International Red Cross Movement.

**Americans with Disabilities Act (ADA)** – The Americans with Disabilities Act prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services.

**Annex** – An annex is an addition to a document.

**Appendix** – Appendices provide relevant information already referenced in the guidance. Typically, this includes forms used or other necessary information.

**Catastrophe** – A series of cascading human-caused/influenced events or incidents with or without a human caused genesis, the adverse effects/consequences of which are potentially, seemingly, or definitively irreversible. A catastrophe may be caused by a disaster, or may be the cause of a disaster, but it may not be either. A catastrophe may be an emergency or cause a state of emergency, or, an emergency or state of emergency may cause a catastrophe, but a catastrophe may not be any of the above.

**Civil Unrest** – Civil unrest involves a disruption of the typical social order; it can involve a strike or protest, and it can be non-violent or involve violence. Riots and rebellions are both forms of civil unrest.

**Community-Based Organization (CBO)** – Non-profit organizations that operate within a single local community and constitute a subset of the wider group of NGOs. They are frequently run by volunteers and often self-funding. Some are formally incorporated with written charters and boards of directors, while others are much smaller and more informal.

**Crisis** – Phenomenon, event, active threat, or trend, with or without specific location, posing seemingly inevitable harm to life, property, environment, organizational performance, reputation, or way of life reasonably or ethically necessitating deliberate urgent intervention. (A crisis may be local, national, or global)

**Dam Failure** – Partial or complete collapse of a dam causing downstream flooding.

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**Disaster** – Any natural event or emergency (hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, etc...), or regardless of cause, any fire, flood, or explosion which the President determines to be of such severity as to warrant major federal disaster assistance.

**Disaster Service Worker (DSW)** – The Disaster Service Worker program is a state-funded worker's compensation program for government employees and affiliated volunteers who provide services to protect the health and safety, and preserve the lives and property, of the people of California. Government-affiliated volunteers, including members of the public who spontaneously volunteer to assist during a disaster, may be registered as DSWs under California's Disaster Service Worker Volunteer Program.

**Emergency** – Incident(s) or crisis(es) (air pollution, fire, flood, storm, epidemic, riot, drought, sudden/severe energy shortage, plant or animal infestation or disease, Governor's warning of earthquake/volcanic predictions, and earthquakes, etc.) posing threat to safety of persons, property, or the environment that exceeds an organization's resources/capability.

**Emergency Medical Services (EMS)** – A service, providing out-of-hospital, acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries, which prevent the patient from transporting themselves.

**Emergency Operations** – Actions taken during an emergency to protect life and property, care for the people affected, and restore essential community services.

**Emergency Operations Center (EOC)** – A site from which government officials coordinate, monitor, and support response activities during an emergency.

**Emergency Operations Plan (EOP)** – A document that describes how people and property will be protected in disaster and disaster threat situations; details who is responsible for carrying out specific actions; identifies the personnel, equipment, facilities, supplies, and other resources available for use in the disaster; and outlines how all actions will be coordinated.

**Evacuation** – Organized and supervised dispersal of people from dangerous or potentially dangerous areas.

**Evacuee** – All persons removed or moving from areas threatened or struck by a disaster.

**Federal Emergency Management Agency (FEMA)** – The Federal Emergency Management Agency (FEMA) is the federal agency responsible for coordinating emergency planning, preparedness, risk reduction, response, and recovery. The agency works closely with state and local governments by funding emergency programs and providing technical guidance and training. These coordinated activities at the federal, state, and local levels ensure a broad-based emergency program to ensure public safety and protect property.

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**Flood** – A general and temporary condition of inundation of normally dry land areas from overflow of inland or tidal waters, unusual or rapid accumulation or runoff of surface waters, or mudslides/mudflows caused by accumulation of water.

**Hazard** – Any source of danger or element of risk to people or property.

**Hazardous Material** – Any substance or material that when involved in an accident and released in sufficient quantities, poses a risk to people’s health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials.

**Incident** – The physical manifestation of crisis, event, or occurrence that has adversely affected life, property, or the environment requiring the response of at least one individual.

**Incident Command System (ICS)** – The Incident Command System (ICS) is a standardized emergency management concept designed to provide an integrated organizational structure for managing emergencies, and to enable coordinated emergency response across jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during emergencies. It is based on proven management tools that contribute to the strength and efficiency of the overall system.

**Limited English Proficiency** – Persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

**Local Jurisdiction** – Local jurisdiction refers to the cities, towns, school districts, and special districts that are encompassed within the geographical borders of the County of Santa Clara. In the case of unincorporated areas, local jurisdiction refers to the county itself.

**Mitigation** – Pre-event planning and actions that aim to lessen the occurrence or effects of potential disaster.

**Mobilization** – The process and procedures used by organizations; federal, state and local for activating, assembling, and transporting resources that have been requested to respond to or support an incident.

**Multi-Agency Coordination (MAC)** – The participation of government and other organizations involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

**Multi-Jurisdiction Incident** – An incident where multiple jurisdictions have a statutory responsibility. Under ICS, these incidents will be managed under Unified Command.

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**Mutual Aid** – Is the voluntary aid and assistance by the provision of services and facilities, including but not limited to fire, police, medical and health, communication, transportation, and utilities. Mutual aid is intended to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.

**Mutual Aid Agreement** – Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

**Natural Disaster** – Any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, or other catastrophe which causes, or which may cause, substantial damage or injury to civilian property or persons.

**National Incident Management System (NIMS)** – The National Incident Management System (NIMS) provides a comprehensive approach to emergency management for all hazards. NIMS integrates existing best practices into a consistent nationwide approach to domestic emergency management that is applicable to all jurisdictional levels (public and private) and across functional disciplines. NIMS is based on a balance of flexibility and standardization. NIMS is flexible and allows government and private entities at all levels to work together to manage domestic emergencies, regardless of their cause, size, location, or complexity. NIMS also provides a set of standardized organizational structures.

**National Response Framework** – The National Response Framework (NRF) presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies—from the smallest incident to the largest catastrophe. The Framework establishes a comprehensive, national, all-hazards approach to domestic incident response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and non-governmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

**Non-Governmental Organization (NGO)** – An entity with an association that is based on interests of its members, individuals, or institutions, and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the Red Cross.

**Office of Emergency Management (OEM)** – OEM is the lead agency in fulfilling the County’s responsibility under the California Emergency Services Act and serves as the Operational Area Coordinator for the County of Santa Clara under SEMS.

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**Operational Area (OA)** – A geographical area that encompasses all local governments within a county, including the county. The OA serves as the coordination and communications link between the local government and the state. The OA prioritizes resources and coordinates mutual aid among entities within the OA. Each OA is responsible for activating and operating an EOC.

**Operational Area Emergency Operations Center (OA EOC)** – The physical location at which the coordination of information and resources to support OA activities normally takes place.

**Plan** – A document that describes the broad, overall jurisdictional response to potential extraordinary emergencies or disasters.

**Preparedness** – The range of deliberate, critical tasks and activities necessary to build, sustain, and improve operational capability. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and NGOs to identify threats, determine vulnerabilities, and identify required resources. Preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certifications and publication management.

**Recovery** – The long-term activities beyond the initial emergency response phase of disaster operations that focus on returning all systems in the community to a normal status or to reconstitute these systems to a new condition that is less vulnerable.

**Resources** – Personnel and equipment available, for assignment to incidents or to EOCs.

**Response** – Activities that address the direct effects of an incident; immediate actions to save lives, protect property.

**Shelter** – Facilities providing safe, sanitary, and secure refuge before, during, and after disaster incidents. (Note: This may also include some facilities that provide immediate necessary haven sheltering during an incident but are not capable of ongoing operations once other options are available.) Shelters may include general population shelters, medical needs shelters, or household pet shelters.

**Special District** – A unit of local government (other than a city or county, with authority or responsibility to own, operate, or maintain a project (e.g., a water district).

**Standardized Emergency Management System (SEMS)** – The Standardized Emergency Management System (SEMS) is used to manage emergency response in California. SEMS consists of five hierarchical levels: field, local, operational area, regional, and State. SEMS incorporates the principles of the Incident Command System, the Master Mutual Aid Agreement, existing discipline-specific mutual aid agreements, the Operational Area concept, and multi-agency or interagency coordination and communication. Under SEMS, response activities are managed at the lowest possible organizational level.

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**State of Emergency** – An eminent impending incident or crisis posing threat to safety of persons, property, or the environment that is/are likely to exceed resources/capability of the proclaiming political jurisdiction, or, the existence of an active incident which threatens a population and the adequacy of local resources is unknown.

**Terrorism** – The use of, or threatened use of criminal violence against civilians or civilian infrastructure to achieve political ends through fear and intimidation.

**Threat** – Communicated, demonstrated, or inferred intent and potential capability to harm life, property, environment, organizational performance, or way of life.

**Volunteer Organizations Active in Disasters (VOAD)** – Established disaster relief organizations, which for the most part is faith-based and national in scope yet play a major role in disaster recovery at the local level. Services include, but are not limited to:

- Repairing and replacing low-income housing
- Mass feeding services
- Home clean-up and repairs
- Facilities for in-kind disaster relief supplies
- Disaster childcare
- Material resources such as blankets, health kits, and clean up kits
- Trauma, stress, grief, care for responders and affected population
- Shelter management
- Emergency sheltering of animals
- Clean-up and debris removal
- 2-1-1 information and referral



## APPENDIX A: FUTURE EOP ANNEXES

THE LIST OF FUTURE ANNEXES BELOW ARE NOT EXCLUSIVE TO THOSE LISTED BELOW. ANNEXES WILL BE ADDED AND DEVELOPED OR REMOVED FROM THE LIST BELOW AS DEEMED NECESSARY.

| Proposed Annex Title                                  | Topics                                                                                                                                                                           | Dept.                      |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Access & Functional Needs                             | Roles & Responsibilities<br>Concept of Operations<br>Resources                                                                                                                   | OEM                        |
| EOC Operations Guide                                  | EOC Activation & Deactivation<br>EOC Floor Plan<br>EOC Organizational Structure<br>EOC Position Checklists                                                                       | OEM                        |
| Emergency Action Plan Guide                           | Roles & Responsibilities<br>Emergency Action Plan Procedures<br>Situation Status Reporting                                                                                       | OEM                        |
| Emergency Alert & Notification                        | Roles & Responsibilities<br>Methods of Delivery<br>Authorities                                                                                                                   | OEM & Dispatch             |
| Casualty Management                                   | Roles & Responsibilities<br>Concept of Operations                                                                                                                                | OEM                        |
|                                                       |                                                                                                                                                                                  |                            |
| Incident Specific                                     | Roles & Responsibilities<br>Concept of Operations                                                                                                                                | Fire, Law & DPW            |
| Information Collection, Analysis & Dissemination Plan | Essential Elements of Information<br>Procedures for Information Collection                                                                                                       | OEM                        |
| Crisis Communications Plan                            | Roles & Responsibilities<br>Public Information Organization<br>Information Dissemination Approaches                                                                              | OEM & PIO                  |
| Critical Infrastructure & Utility Restoration         | Roles & Responsibilities<br>Concept of Operations<br>Locations                                                                                                                   | DPW                        |
| Private Sector Coordination                           | NGO's, PNP, Faith and Community Based Orgs.<br>Roles & Responsibilities<br>Concept of Operations                                                                                 | OES & Economic Development |
| Mass Care & Shelter Plan                              | Roles & Responsibilities<br>Concept of Operations<br>Shelter Activities<br>Reunification Activities<br>Points of Distribution Activities<br>(Ref: City SOP 04-03 Care & Shelter) | OEM & REC                  |

|                               |                                                                                                                                                                                                          |                                                 |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Debris Management             | Roles & Responsibilities<br>Concept of Operations<br>Disaster Impacts, Constraints & Needs<br>Debris Removal Activity<br>Regulatory Review and Advice for Landfills and<br>Material Recycling Facilities | OEM &<br>DPW                                    |
| Evacuation & Shelter in Place | Roles & Responsibilities<br>Concept of Operations                                                                                                                                                        | OEM, PD &<br>Fire                               |
| Volunteer Management          | Roles & Responsibilities<br>Concept of Operations                                                                                                                                                        | OEM & City<br>Clerk,<br>HR, Rec                 |
| Donations Management          | Roles & Responsibilities<br>Concept of Operations                                                                                                                                                        | OEM &<br>Finance                                |
| Post Disaster Housing         | Roles & Responsibilities<br>Concept of Operations<br>Sources of Financial Assistance<br>Interim Housing Alternative                                                                                      | Building                                        |
| Recovery                      | Roles & Responsibilities<br>Priorities & Objectives<br>Recovery Actions<br>Sources of Financial Assistance                                                                                               | Finance                                         |
| Resource Management           | Inventory and Typing                                                                                                                                                                                     | DPW                                             |
| Damage/Safety Assessment      | Roles & Responsibilities<br>Concept of Operations<br>Types of Assessments                                                                                                                                | Planning<br>Building and<br>Code<br>Enforcement |

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## APPENDIX B – FUTURE EAP, CIP #3445

Future CIP Project No. 3445: Public Safety/DPW Disaster Plan Update &  
Assessment

**City of Milpitas**  
**2018-23 CAPITAL IMPROVEMENT PROGRAM**

| Category              | Project                                                             | Estimate Level |
|-----------------------|---------------------------------------------------------------------|----------------|
| Community Improvement | <b>3445 Public Safety/DPW Disaster Plan Update &amp; Assessment</b> | 1              |

**CONTACT:** Toni-Lynn Charlop [2801] / Will Fuentes [3111]

**PRIORITY:** Public Safety

**DESCRIPTION**

This project provides for the update of the City's Emergency Action Plan used by the Police, Fire, and Public Works Departments to manage large scale emergencies including natural disasters. The project will update the existing plan and provide an assessment of available resources, equipment, and asset needed. The study would catalogue and inventory existing equipment, identify staff training, develop training goals, and enhance the City's disaster cost recovery plan. The project will be completed in phases. Phase two will include the purchase of equipment and resources as identified in Phase 1.

**NOTES:**

**Uncommitted Balance as of 5/31/2018:** \$0

| ESTIMATED COST | Prior Year | 2018-19        | 2019-20        | 2020-21  | 2021-22  | 2022-23  | Total          |
|----------------|------------|----------------|----------------|----------|----------|----------|----------------|
| Design         | 0          | 75,000         | 0              | 0        | 0        | 0        | 75,000         |
| Administration | 0          | 25,000         | 0              | 0        | 0        | 0        | 25,000         |
| Equipment      | 0          | 0              | 150,000        | 0        | 0        | 0        | 150,000        |
| <b>Totals</b>  | <b>0</b>   | <b>100,000</b> | <b>150,000</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>250,000</b> |

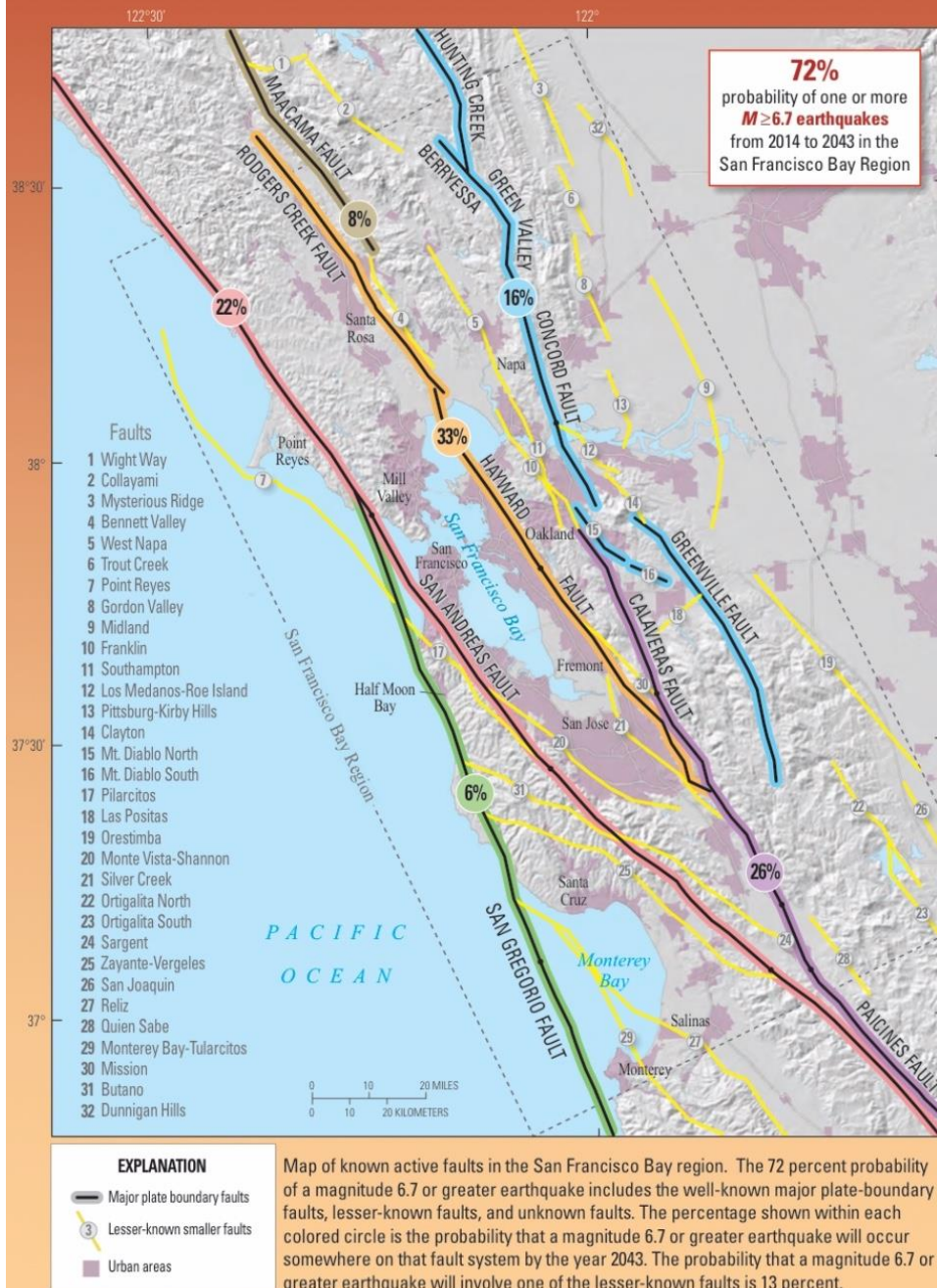
| FINANCING                   | Prior Year | 2018-19        | 2019-20        | 2020-21  | 2021-22  | 2022-23  | Total          |
|-----------------------------|------------|----------------|----------------|----------|----------|----------|----------------|
| General Government CIP Fund | 0          | 100,000        | 150,000        | 0        | 0        | 0        | 250,000        |
| <b>Totals</b>               | <b>0</b>   | <b>100,000</b> | <b>150,000</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>250,000</b> |

**FINANCE NOTES**

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## APPENDIX C – USGS EARTHQUAKE OUTLOOK

## Earthquake Outlook for the San Francisco Bay Region 2014–2043



U.S. Department of the Interior  
U.S. Geological Survey

Using information from recent earthquakes, improved mapping of active faults, and a new model for estimating earthquake probabilities, the 2014 Working Group on California Earthquake Probabilities updated the 30-year earthquake forecast for California. They concluded that there is a 72 percent probability (or likelihood) of at least one earthquake of magnitude 6.7 or greater striking somewhere in the San Francisco Bay region before 2043. Earthquakes this large are capable of causing widespread damage; therefore, communities in the region should take simple steps to help reduce injuries, damage, and disruption, as well as accelerate recovery from these earthquakes.

Building damaged in 2014 South Napa earthquake. Photograph by Erol Kalkan, U.S. Geological Survey.



Fact Sheet 2016–2020  
Revised August 2016 (ver. 1.1)



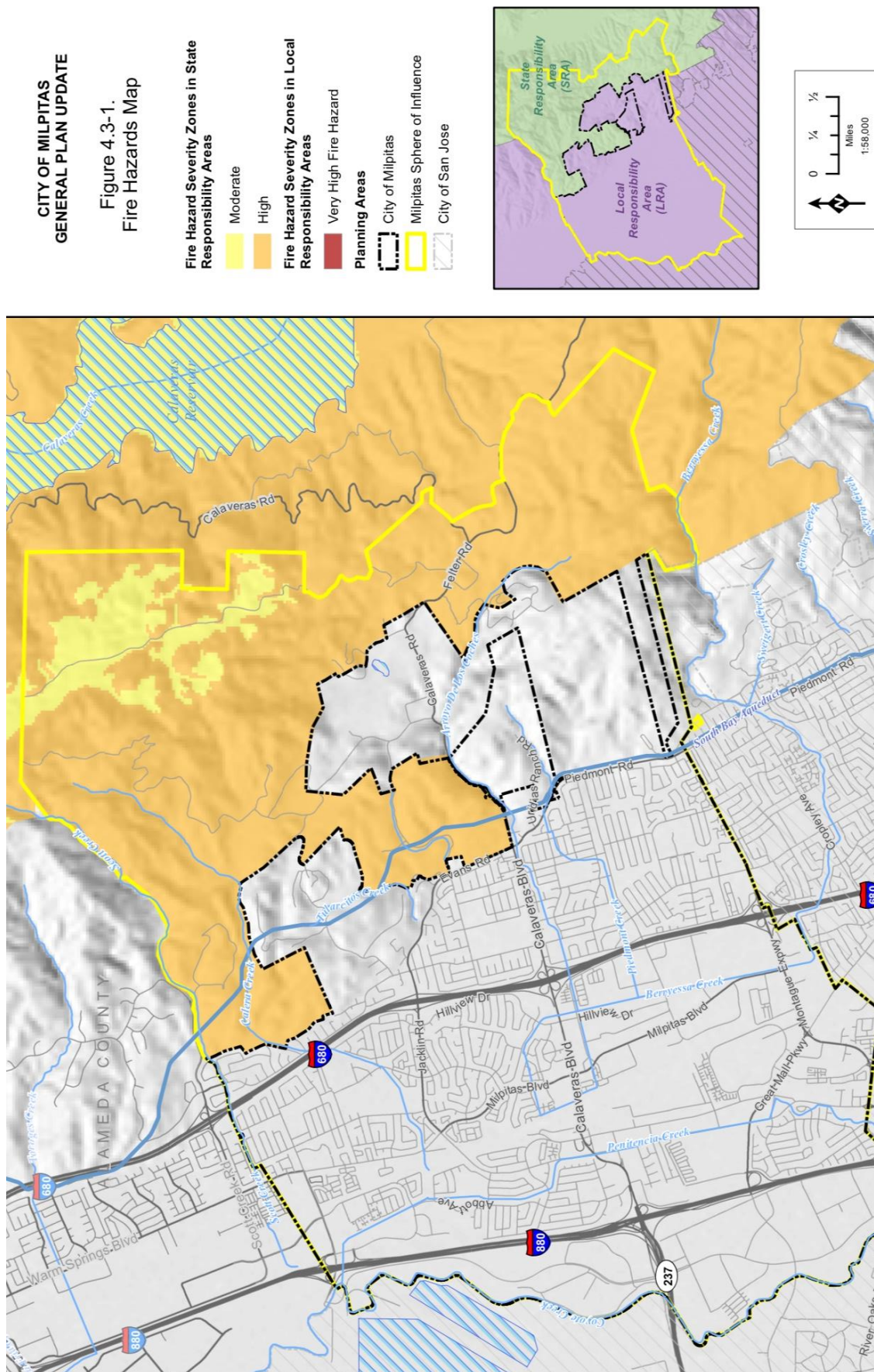
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## APPENDIX D – MAPS

Fire Hazard Map  
Flood Map  
Dam Inundation Map  
Landslide Map  
Liquefaction Map  
Shrink & Swell Soil Potential Map

**CITY OF MILPITAS  
GENERAL PLAN UPDATE**

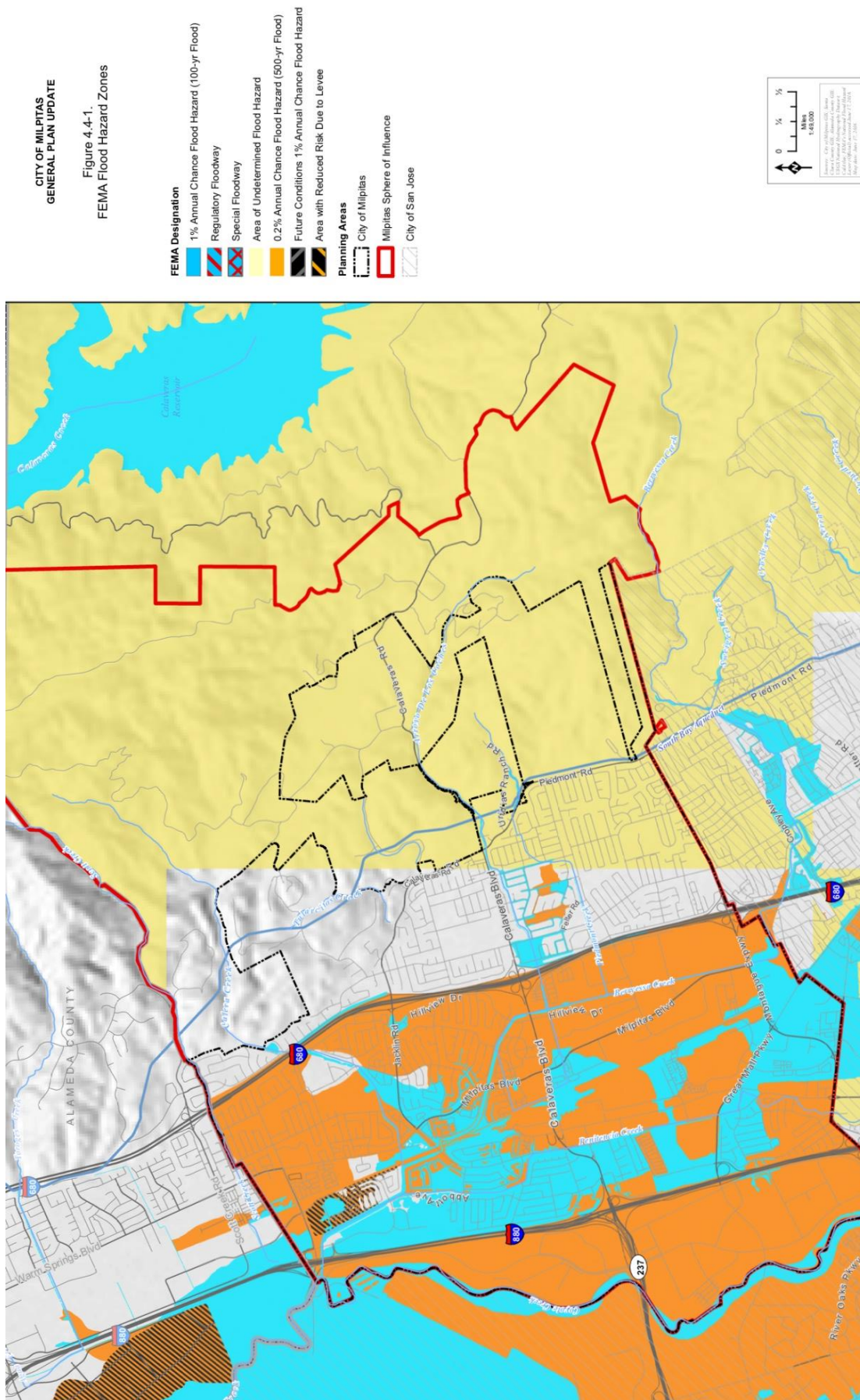
**Figure 4.3-1.  
Fire Hazards Map**





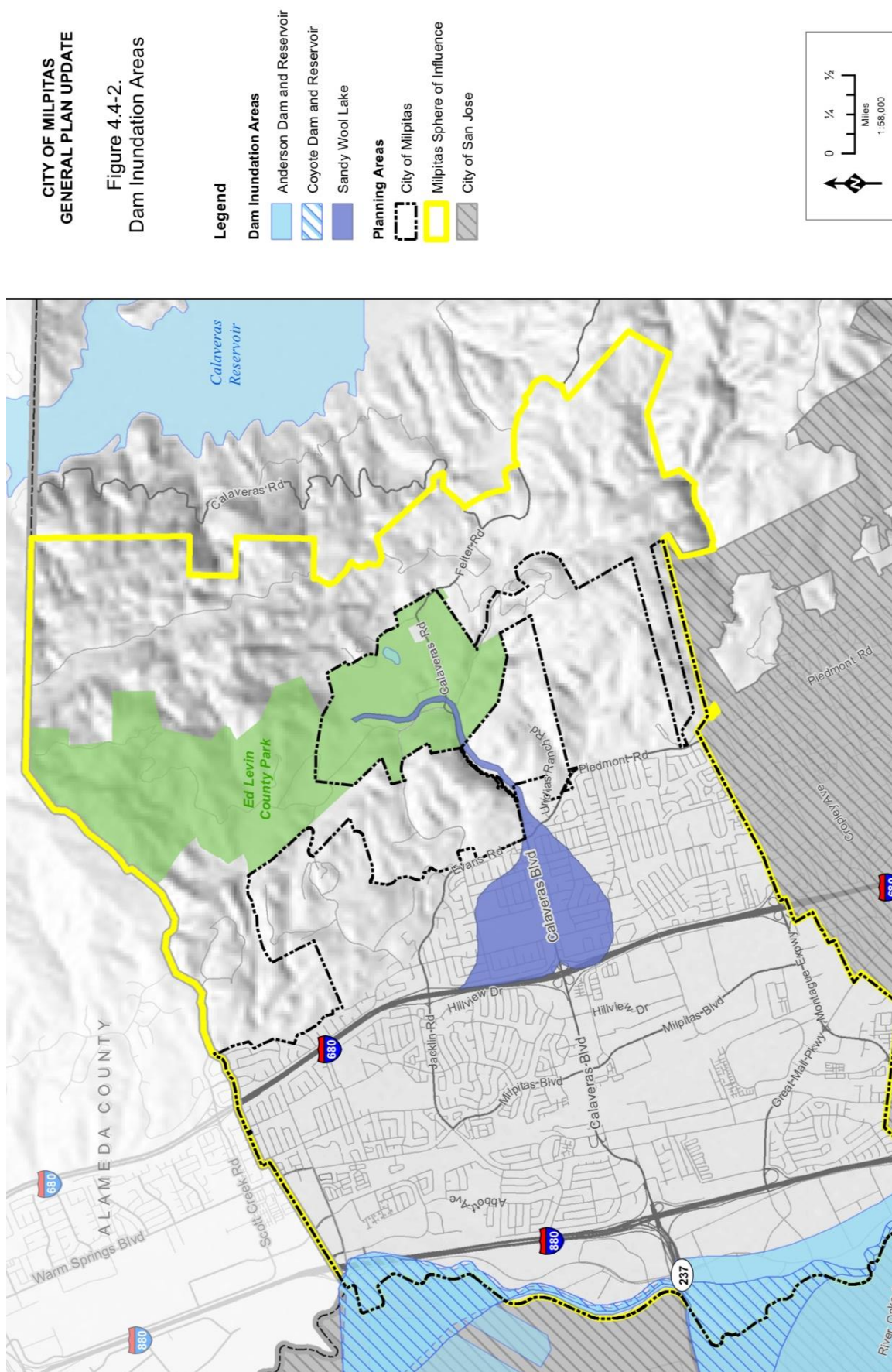
CITY OF MILPITAS  
GENERAL PLAN UPDATE

Figure 4.4-1:  
FEMA Flood Hazard Zones



CITY OF MILPITAS  
GENERAL PLAN UPDATE

Figure 4.4-2.  
Dam Inundation Areas









**CITY OF MILPITAS  
GENERAL PLAN UPDATE**

**Figure 5.5-5. Landslide Potential**

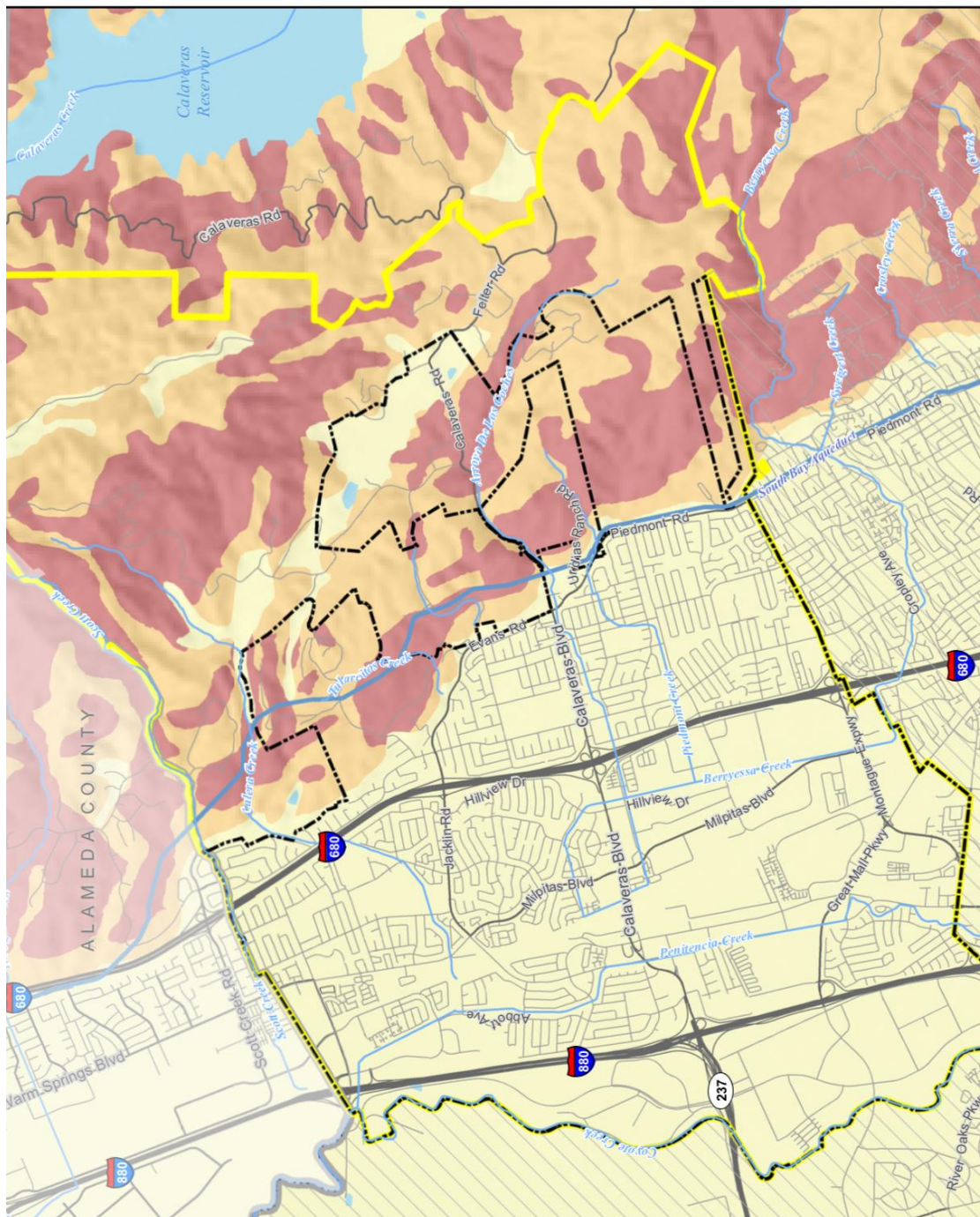
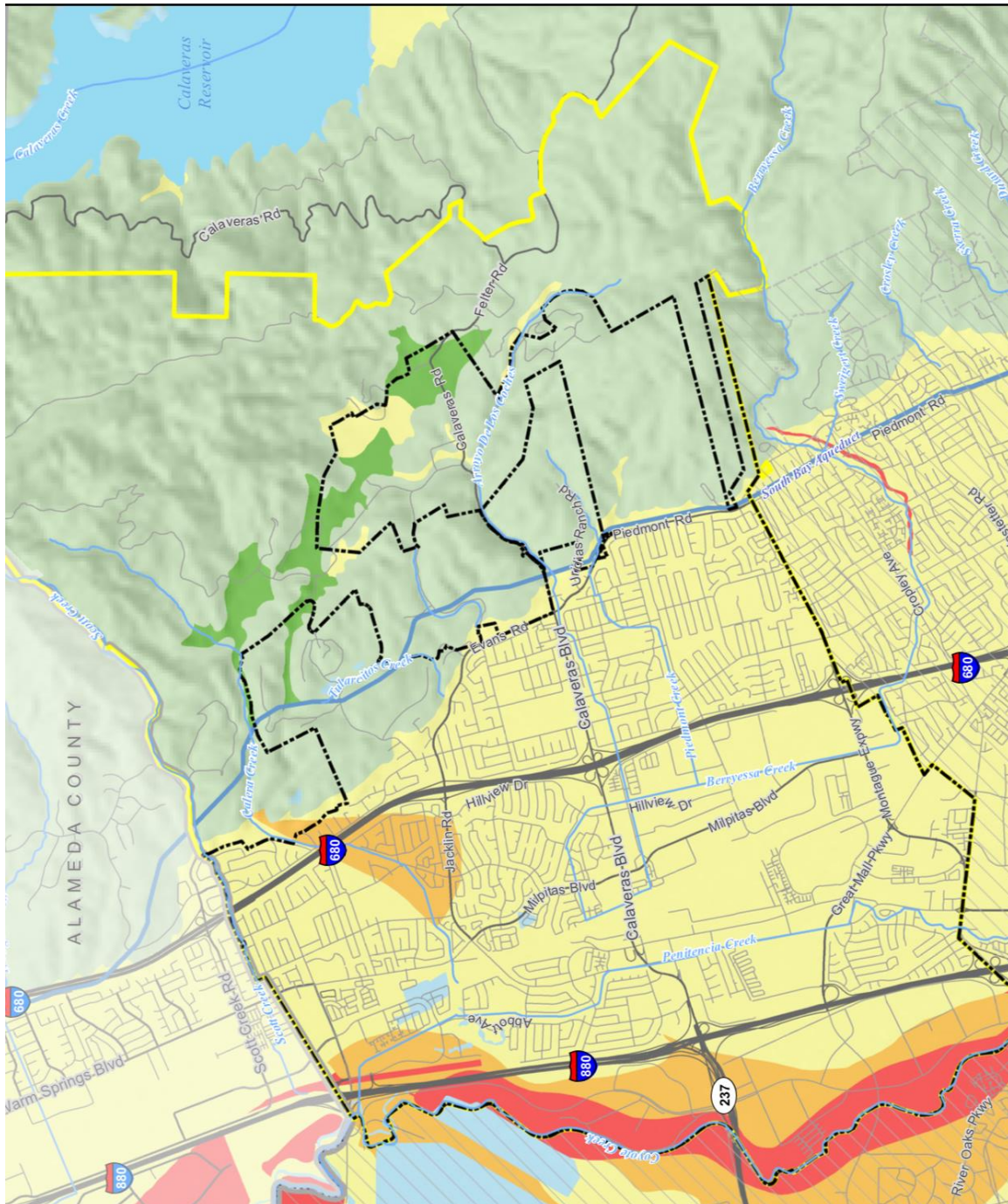


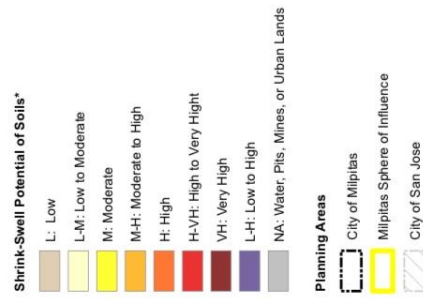


Figure 5.5-2.  
Liquefaction Susceptibility

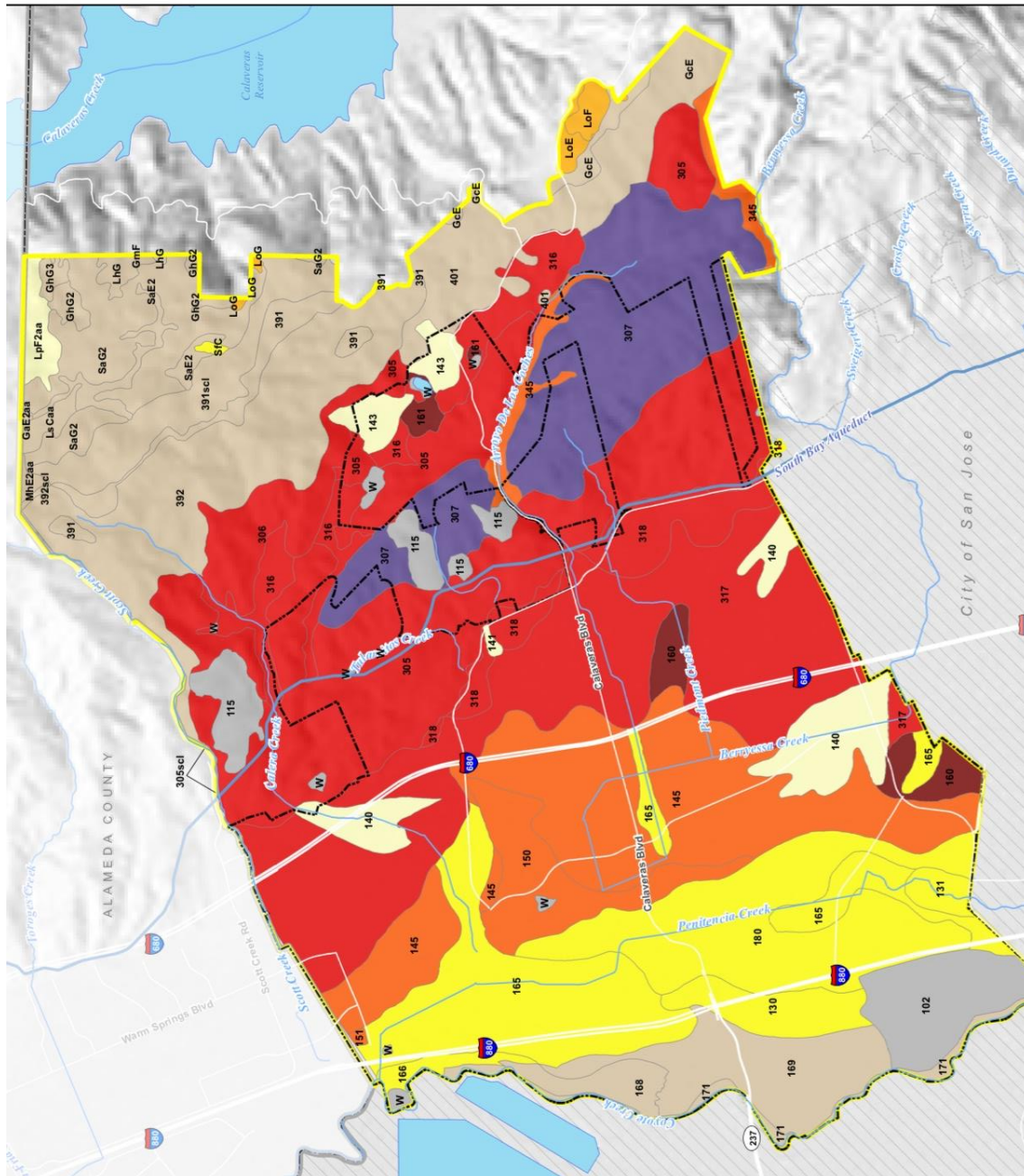
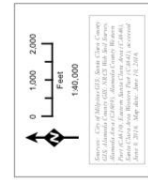


CITY OF MILPITAS  
GENERAL PLAN UPDATE

Figure 5.5-4. Shrink-Swell Potential of Soils



\* Shrink-swell potential is determined by the "linear extensibility" of the soil. Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change and is reported as a percent change for the whole soil. Shrink-swell potential is low if it is less than 4%, moderate if it is between 4% and 8%, high if it is between 8% and 12%, and very high if it is more than 12%. Many of the soil types within the planning area are complex, made up of more than one soil type, therefore the shrink-swell potential may span multiple categories. The map is labeled by soil type and may be cross-referenced with Figure 5.5-3.







## CITY OF MILPITAS AGENDA REPORT (AR)

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>      | <b>Receive and Update on the American Rescue Plan Act, Provide Input to Staff on the Draft ARPA Investment Plan and Delegate Authority to the City Manager to Proceed with Approved Programs, Once Compliance with ARPA Guidance is Confirmed</b>                                                                                                                                                                                                                                                                                      |
| <b>Category:</b>        | Leadership and Support Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Meeting Date:</b>    | 8/5/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Staff Contact:</b>   | <b>Ashwini Kantak, Assistant City Manager, 408-586-3053<br/>Walter C. Rossmann, Deputy City Manager, 408-586-3012<br/>Lauren Lai, Director of Finance, 408-586-3111</b>                                                                                                                                                                                                                                                                                                                                                                |
| <b>Recommendations:</b> | <ol style="list-style-type: none"> <li>1. Receive an Update on the American Rescue Plan Act (ARPA), including compliance and reporting requirements.</li> <li>2. Provide direction to staff on the draft ARPA Investment Plan and proposed programs.</li> <li>3. Delegate authority to the City Manager including appropriation and contract approval authority up to the approved amount for each program approved by Council, once compliance with ARPA procurement, contracting and reporting requirements is confirmed.</li> </ol> |

### **Executive Summary**

The American Rescue Plan Act (ARPA), signed by President Biden in March 2021, provides \$1.9 trillion in funding to counteract the economic impacts of the pandemic caused by the Coronavirus. A portion of this money, known as the Coronavirus State and Local Fiscal Recovery Funding (CSFRF and CLFRF respectively), is being distributed directly to states and cities with populations of over 50,000. The direct ARPA allocation to the City of Milpitas is \$16,736,815, 50% of which was disbursed in June 2021 and the remaining 50% will be disbursed by June 2022. The funds will be managed by the U.S. Treasury Department (Treasury), which has issued an Interim Rule but detailed guidance for CLFRF and the Final Rule is still pending.

Council has discussed and provided input on potential programs for ARPA funding starting in March and at Council meetings in May and June. On June 21, Council adopted the ARPA Investment Framework including Fiscal Guiding Principles and five Investment Areas namely Community Services, Economic Vitality, Infrastructure, Public Safety, and Technology. Council also provided direction on a preliminary Investment Plan. Of the 24 items included in the Investment Plan, Council reached consensus on 12 items and staff was to bring back additional information on the remaining 12 items. Since \$1,485,000 was still unassigned at the June 21 meeting, staff has added four additional items for Council consideration, bringing the total to 28 discrete items.

This staff report provides additional information for 12 items with information on 4 items still forthcoming. Since detailed guidance from Treasury is still pending, staff is seeking Council approval on the proposed approach and funding for 24 of the 28 programs in the preliminary ARPA Investment Plan and asking for delegation of authority to the City Manager to proceed with appropriation actions and contract approvals, up to the approved amount for each program approved by Council, once compliance with ARPA procurement, contracting, and reporting requirements are confirmed. This will allow the funding to go to residents and businesses significantly

impacted by the pandemic, in an efficient and expeditious manner. In addition to the required ARPA reporting, periodic program reports will be presented to Council to ensure transparency and accountability to the Council and community. Revenues and expenditures for all the ARPA items approved by the City Manager will be detailed in the FY 21-22 quarterly financial status reports with the first quarterly report scheduled to be brought to Council in fall 2021.

#### **Background:**

In March 2020, due to the rampant spread of the Coronavirus (Pandemic), a state of emergency was declared at the local, state, and federal levels and stay-at-home orders issued, which had an enormous impact on the local, State and national economy as well as the City's finances.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act (ARPA), a \$1.9 trillion stimulus package, to counteract the economic impacts of the pandemic. On May 11, staff presented preliminary information on ARPA's Coronavirus State and Local Fiscal Recovery Funding and the Interim Final Rule (IFR) issued by the U.S. Treasury Department on May 10. Staff also provided information on other funding through ARPA that could benefit the Milpitas community since the Coronavirus Local Fiscal Recovery Funding (CLFRF) is only a portion of the total ARPA funding. The CLFRF includes four categories: COVID-19 response, revenue replacement, water, sewer, and broadband infrastructure, and premium pay for essential workers.

The City's ARPA allocation of \$16,736,815 is available in two tranches; the first half was received on June 1, and the second half will be provided in June 2022. Funds need to be either expended or encumbered by December 31, 2024, with all funds to be expended by December 31, 2026.

At the May 11 meeting and thereafter, staff received Council feedback regarding ARPA Plan spending priorities. There were 39 requests received at the Council meeting and 24 requests received subsequently, thus resulting in a total of 63 requests. A majority of the requests were related to financial assistance and social services to those impacted by the pandemic, economic vitality, infrastructure, public safety, and technology.

On June 8, staff presented information ([June 8 Council Meeting agenda report](#)) about the ARPA State and Local Fiscal Recovery Funds and proposed an ARPA Investment Framework including ARPA fiscal guidelines and Five Investment Areas for Council consideration.

On June 21 ([link to the agenda report](#)), Council approved the ARPA Investment Framework including the Fiscal Guidelines and Five Investment Areas. Fiscal Guidelines include the following:

1. Identify and promote **other ARPA or State funding sources** to the extent possible before dedicating local ARPA funds.
2. Use one-time ARPA funds for **one-time expenditures** such as investment in infrastructure or technology with minimum ongoing operating costs.
3. **Avoid ongoing General Fund commitments** with additional programs and positions.
4. **Avoid creating a structural budget deficit** if restoring any reduced services.
5. Leverage **regional agencies, non-profit partners, and existing programs** to maximize efficiency in delivering programs and services.

The Five Investment areas are Community Services, Economic Vitality, Infrastructure, Public Safety, and Technology.

On June 21, staff also presented an updated Preliminary Investment Plan. Council adopted the ARPA Investment Framework including Fiscal Guidelines and Investment Areas. Council also provided input to staff on the Proposed Preliminary ARPA Investment Plan and provided direction to bring back a draft ARPA Investment Plan for Council consideration in August 2021.

The changes to the Proposed Preliminary ARPA Investment Plan are described below grouped by the five investment areas.

**Community Services** (\$2,285,000; net increase of \$85,000)

Low income assistance was increased from \$300,000 to \$400,000 and the pilot curbside trash pick-up program was reduced from \$100,000 to \$85,000.

**Economic Vitality** (\$4,730,000; net increase of \$630,000)

Funding for small business assistance was increased from \$1,200,000 to \$1,500,000. Funding for Main Street Revitalization was increased from \$400,000 to \$500,000, funding for hotels was increased from \$100,000 to \$200,000 and funding for the Milpitas Chamber of Commerce was increased from \$100,000 to \$200,000. Funding for workforce development was increased from \$270,000 to \$300,000.

**Infrastructure** (\$4,086,815)

No changes were made to this Investment Area, however there was some discussion about the potential to allocate any remaining ARPA funds to infrastructure, given the magnitude of the City's infrastructure needs.

**Public Safety** (\$2,250,000)

No changes were made to this Investment Area.

**Technology** (\$1,900,000; net decrease of \$1,200,000)

Funding for the HRIS system was reduced from \$2,000,000 to \$1,100,000; this amount includes \$100,000 in FY 21-22 for the initial business process mapping and needs evaluation. \$100,000 in funding was added to evaluate the City's current financial management system in order to determine future needs. Funding for technology improvements was reduced from \$800,000 to \$400,000.

**Unassigned** (\$1,485,000)

Funding in the amount of \$1,485,000 is currently unallocated. Staff is recommending setting aside \$350,000 for administration costs related to ARPA funding. Based on discussion at the June 21 Council meeting and subsequent communication from individual Councilmembers, Council may want to allocate the remaining funding of \$1,135,000 for parks infrastructure, weed abatement, fire vehicles, or other City services.

**Analysis:**

On June 21, City Council reached consensus on 12 items and no further Council direction is needed on these items. This staff report provides additional information and seeks Council direction on an additional 12 items. If Council concurs with proposed program and funding recommendations for these 12 items, these items will not be brought forward again for further Council direction unless significant changes are required based on final ARPA guidance from the Treasury department.

To enable an efficient and timely rollout of the programs, if there is Council direction to proceed with these 24 items, staff is recommending that there be a delegation of authority to the City Manager, including appropriation and contract approval authority up to the approved amount for each program approved by Council once compliance with ARPA procurement, contracting and reporting requirements is confirmed. The appropriation actions for these items will be detailed in the FY 21-22 quarterly financial status reports with the first quarterly report scheduled to be brought to Council in fall 2021.

Staff will bring back additional information on four items for Council consideration and action, recommendations for appropriation will be addressed at that time. Regular updates on all ARPA items will be brought forward to Council.

In addition to consideration of programs and eligible use of funds, Treasury also defines award "recipient", "subrecipient" and "beneficiary", and the respective obligations of the City. In this context, the ARPA award "recipient" is the City. "Subrecipients" are entities that receive a subaward from a recipient [City] to carry out a program or project on behalf of the recipient [City]; with the recipient's [City's] Federal award funding. Where

“beneficiary” is a recipient who would perform or continue their entity’s work but could not do so due to insufficient funding. With “subrecipients”, the City is required to monitor and oversee the subrecipient’s use of ARPA funds and ensure subrecipient complies with the statutory and regulatory requirements and terms and conditions of the award, including procurement in accordance with Federal Standard (as defined by “2CFR 200”). The City is required to report the subrecipients’ use of ARPA funds for the duration of the award. Importantly, the City, as the recipient, is responsible for funds distributed to all, whether as subrecipients or beneficiaries.

## Community Services (\$2,285,000)

### 1. Rental and mortgage assistance to low and moderate income residents.

Council provided direction to keep proposed funding for this program at \$1,200,000. Staff is researching and designing a program that will expand eligibility for the Milpitas Rent Relief Program and add a mortgage relief program. Staff will consider non-profits, including Silicon Valley Independent Living Center (SVILC), as the fiscal agent/administrator of the program. However, we are still awaiting Treasury guidance about the selection process for sub-recipients. Additional information on the proposed program, including program parameters, guidelines, procedures and required staffing resources will be brought forward to Council in September.

### 2. Social services

Council provided direction to maintain the proposed funding in the amount of \$500,000 allocated over three years for Senior Nutrition Program enhancements and mental health services with a focus on providers that address domestic violence, LGBTQ+, and At-Risk Youth issues. As part of approval of the FY 2020-21 Adopted Budget, FY 2020-21 Mid-Year Adjustments and FY 2021-22 Adopted Budget, permanent and temporary staffing as well as non-personnel expenditures in the Recreation and Community Services Department were significantly reduced. Therefore, to support these new programs, funding for temporary staff, supplies and marketing are required.

|                               | Year 1 (FY21-22) | Year 2 (FY22-23) | Year 3 (FY23-24) |
|-------------------------------|------------------|------------------|------------------|
| <u>Senior Nutrition</u>       |                  |                  |                  |
| Senior Low-Income Meals       | \$25,000         | \$25,000         | \$25,000         |
|                               |                  |                  |                  |
| <u>Mental Health Services</u> |                  |                  |                  |
| Domestic Violence             | \$30,000         | \$30,000         | \$30,000         |
| LGBTQ+                        | \$30,000         | \$30,000         | \$30,000         |
| At-risk Youth                 | \$30,000         | \$30,000         | \$30,000         |
| Mental Health (other)         | \$10,000         | \$10,000         | \$10,000         |
| <b>Subtotal</b>               | <b>\$100,000</b> | <b>\$100,000</b> | <b>\$100,000</b> |
| <u>Administrative Costs</u>   |                  |                  |                  |
| Supplies, Marketing, Mailers  | \$12,000         | \$11,500         | \$11,500         |
| Part-Time Staff               | \$30,000         | \$30,000         | \$30,000         |
| <b>Subtotal</b>               | <b>\$42,000</b>  | <b>\$41,500</b>  | <b>\$41,500</b>  |
|                               |                  |                  |                  |
| <b>Total</b>                  | <b>\$167,000</b> | <b>\$166,500</b> | <b>\$166,500</b> |

Based on the current interpretation of the Treasury Department guidance, staff will be required to seek contracts for mental health services through a competitive process. As part of this process, staff will reach out to non-profits such as the Bill Wilson Center, Avenidas, Fresh Lifelines for Youth (FLY), Next Door Solutions to Domestic Violence, YWCA, and the Asian Americans for Community Involvement (AACI) to submit a proposal.



Supplemental funding in the amount of \$25,000 per year for the senior nutrition program is also recommended in this area. Prior to Covid-19, the senior nutrition program served an average of 80 seniors per day, 250 days per year. Since March 2020 the average number of meals served per day has increased to approximately 125 per day, an increase of 45 meals per day. Additionally, the nutrition program has almost 200 new members. Thus, additional funding is needed to supplement the current budget for this program.

The funding allocated in the FY 2021-22 Adopted Budget provides for 77 meals per day. With the supplemental funding of \$25,000 an additional 18 meals per day could be served bringing the total to 95 meals a day, which is 30 meals a day short of number of meals provided during the pandemic. If demand continues to be high in the future, staff will seek additional funding opportunities.

Staff requests input from Council regarding the ARPA allocation for mental health services and the senior nutrition program. If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

### 3. Financial Assistance to Low and Moderate Income Residents

Currently, the Milpitas Assistance Program (MAP) provides financial assistance for utility payments, certain building permits (e.g.: HVAC, water heater) and City run programs such as, but not limited to After the Bell, Senior Center Membership and Swim Lessons to very low and low income residents as defined by the federal government as well as for temporary hardship cases. Council also discussed providing childcare assistance to families and expanding eligibility for financial assistance to moderate income residents.

Council provided direction to increase funding by \$100,000 from \$300,000 to \$400,000. Staff recommends using the funds over three years as shown in the table below with \$60,000 dedicated to utility bill subsidies and \$54,000 to childcare subsidies with two thirds of each subsidy set aside for very low and low income households and one third to middle income households. These funds will be annually available on a first come/first serve basis.

|                             | Year 1 (FY21-22) | Year 2 (FY22-23) | Year 3 (FY23-24) |
|-----------------------------|------------------|------------------|------------------|
| <u>Utility Bill Subsidy</u> |                  |                  |                  |
| Very Low and Low Income     | \$40,000         | \$40,000         | \$40,000         |
| Moderate Income             | \$20,000         | \$20,000         | \$20,000         |
| <b>Subtotal</b>             | <b>\$60,000</b>  | <b>\$60,000</b>  | <b>\$60,000</b>  |
| <u>Childcare Subsidy</u>    |                  |                  |                  |
| Very Low and Low Income     | \$36,000         | \$35,333         | \$35,333         |
| Moderate Income             | \$18,000         | \$17,667         | \$17,667         |
| Administration              | \$20,000         | \$20,000         | \$20,000         |
| <b>Subtotal</b>             | <b>\$74,000</b>  | <b>\$73,000</b>  | <b>\$73,000</b>  |
|                             |                  |                  |                  |
| <b>Total</b>                | <b>\$134,000</b> | <b>\$133,000</b> | <b>\$133,000</b> |

Currently, the City doesn't provide childcare subsidies to programs and services outside of Recreation and Community Services offerings. Therefore, staff needs to develop a program in compliance with U.S. Treasury Guidelines, which will require annual funding of \$20,000 for administration of the program. Staff requests input from Council regarding subsidies and income levels.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

4. Beautify Milpitas Program

Based on Council direction at the June 1 meeting, the City will provide staffing support and materials for one clean-up day every month and a National Clean-Up day once a year. Annual funding in the amount of \$25,000 for four years totaling \$100,000 will provide for staffing to program the clean-up days and purchase materials for the Beautify Milpitas Litter Kits and Graffiti Kits to be handed out at the clean-up days. The kits are for volunteers to keep and hopefully continue to beautify in and around their individual neighborhoods. Since specific Council direction was already provided on June 1, no additional Council discussion is needed for this item. This program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

5. Pilot Curbside Trash Pick-Up Program

Council provided direction to staff to move forward with a 3-month pilot at a cost of \$85,000. An appropriation will be included in the budget amendment being brought to Council in Fall. Under the pilot program, residents would be able to set out up to three (3) large/bulky items for collection. The pilot program would utilize the existing bulky item pickup routes and pickups would remain on an appointment basis. The pilot program would allow staff to collect data to assess the needs of residents and determine an appropriate service level for large/bulky items for each scheduled pick up. Staff will need to perform outreach to announce start and end dates of the pilot program, evaluate the program through an online survey and return to Council with the results of the pilot to get direction on any changes to the current bulky item/on-call clean-up program. If the current pilot were to be permanently implemented, the ongoing cost for this enhanced service level is approximately \$340,000 which equates to a 1.6% rate increase or about \$5 per year for a single family household. However, this cost may be lower or higher based on the outcome of the pilot. This program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

**Economic Vitality (\$4,730,000)**

6. Small Business Assistance Program

Council provided direction to increase proposed allocation from \$1,200,000 to \$1,500,000. Similar to the 2020 Microenterprise Grant Program where the City provided \$5,000 grants to 38 microenterprises (1-5 employees). Staff is researching this program and non-profits, including Enterprise Foundation, as the fiscal agent/administrator of the program. H, however, we are still awaiting Treasury guidance about the selection process for sub-recipients.

**2020 Microenterprise Grant Program**

182 grant program applications were received initially. After the first round of compliance checks, the list was reduced to 80 applications. A lottery was held on August 31, 2020 resulting in 38 applicants receiving conditional grants and those ranked 39-80 being placed on a waiting list.

The conditionally selected lottery winners and those waitlisted were contacted by Enterprise Foundation as part of their “discovery session.” The discovery session included sharing information about free technical assistance provided by the Silicon Valley Small Business Development Center (SV SBDC). The free technical assistance offered to all 80 applicants by SBDC included additional access to capital, marketing strategies, guidance on employee-related issues, and overall business management to reduce costs and improve efficiencies.

Enterprise Foundation contacted all 80 applicants regardless of ranking. Of the 80, 38 were approved, 13 were over the CDBG LMI requirement, 3 were disqualified, 23 were non-responsive, and 3 withdrew their applications. By mid-October 2020, 38 grantees that fully qualified were granted \$5,000 each.

To better understand the grant program’s effectiveness, the Office of Economic Development collaborated with Stanford University to evaluate the grant program. A Stanford undergraduate student cohort from the Urban Studies Department evaluated the grant program, which consisted of a survey to all grantees and follow-up interviews. In addition, a spatial analysis illustrating microenterprise grant recipient locations; key demographic and income characteristics of grantee business districts; and

legacy information on how the business districts have evolved between the 2008 Great Recession and the present economic crisis is included. The student cohort presented their findings to the Economic Development and Trade Commission on November 9, 2020.

The use of CDBG funds for the Microenterprise Grant Program required recipients to qualify as (Low and Moderate Income (LMI). It was challenging for many businesses to qualify because the requirement took into consideration household income and not just the business income.

### **Proposed Small Business Grant Program**

Based on lessons learned and feedback from some Councilmembers about the eligibility requirements, staff is proposing to simplify the eligibility requirements. Simplified eligibility criteria could include reducing the number of years that a business has operated, omitting the net adjusted income for businesses, and allowing home-based businesses such as daycare centers to participate which may result in more businesses being eligible to receive grants.

Staff is proposing the following modifications for potential consideration by the Council:

| <b>No.</b> | <b>Microenterprise Grant Program</b>                                                                                                                       | <b>Proposed Small Business Grant Program</b>                                                                                                               |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.         | Operated in Milpitas prior to March 16, 2017                                                                                                               | All businesses with current business licenses that meet all the other requirements                                                                         |
| 2.         | Classified as a retail, restaurant, service sector or “mom and pop” business                                                                               | Not applicable, all eligible businesses with 1-25 employees can apply                                                                                      |
| 3.         | Operated out of a physical commercial storefront within the city limits of Milpitas                                                                        | Operated out of a physical commercial storefront within the city limits of Milpitas                                                                        |
| 4.         | Not exceeded \$2 million in net adjusted income for calendar years 2018 and 2019                                                                           | Not applicable                                                                                                                                             |
| 5.         | Employs 1-5 employees                                                                                                                                      | Employs 1-25 employees                                                                                                                                     |
| 6.         | Met the Community Block Development Grant Low and Moderate Income requirement                                                                              | Not applicable                                                                                                                                             |
| 7.         | Demonstrated good standing with the City of Milpitas (i.e., active business license/no code enforcement issues) and California Labor Commissioner’s Office | Demonstrated good standing with the City of Milpitas (i.e., active business license/no code enforcement issues) and California Labor Commissioner’s Office |

Grants can be used for rent/mortgage, payroll, and operating expenses for products or services in Milpitas. Grant recipients will receive free technical assistance to leverage resources from the SV SBDC for alternative financing, marketing, developing business plans, guidance on employee-related issues, and overall business management to reduce costs and improve efficiencies. Microenterprise Grant recipients will not be considered for the proposed grant program.

Enterprise Foundation will charge the City a fiscal agent/administration 5% fee from the overall \$1.5M grant program, which equals \$75,000. If the City Council approves staff recommendation as outlined above, 285 small businesses will receive \$5,000 grants each, totaling \$1.5M.

Similar to the initial Microenterprise Grant Program, this Small Business Grant Program with ARPA funding will include outreach and marketing materials that ensure the business community is highly aware of the business assistance opportunity. Outreach and marketing will include a Press Release.

Program Flyer, Constant Contact Business Messages, Social Media, Paid Advertisement, and Digital Billboard messages.

Since the requirements for the selection process of the fiscal agent/program administrator are still forthcoming, staff is seeking feedback on the proposed program and eligibility criteria.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

#### 7. Assistance to Local Hotels

The 20 hotels in Milpitas are a significant source of revenue to the City. The pre-pandemic revenue from the Transient Occupancy Tax or hotel tax was \$14.5 million in Fiscal Year 2018-2019 and made up 12% of the City's General Fund revenue. Through the pandemic, due to almost no business travel, the primary source of guests for Milpitas hotels, all the hotels have suffered a tremendous loss in revenue and workforce. The lodging and hospitality sectors are experiencing significant challenges in hiring staff, which is negatively affecting their ability to meet demand and they are incurring additional costs to make COVID-19 safe improvements. Since the June 21 City Council meeting, staff has been contacted by at least half a dozen Milpitas hotel representatives expressing serious concerns with the current labor shortage.

The Department of Treasury has specifically communicated that ARPA funds be used to aid impacted industries such as tourism, travel, and hospitality. Milpitas hotels experienced a 60% reduction in RevPAR, which is Revenue Per Available Room and is an important metric that assesses a hotel's ability to fill its available rooms at an average rate. If a hotel's RevPAR increases, that means the average room rate or occupancy rate is also increasing. However, the opposite has occurred with decreasing RevPAR during the pandemic. This is important for the City as a 60% reduction in RevPAR means that the City has lost the equivalent of 60% in Transient Occupancy Tax revenues during COVID-19. By helping the 20 hotels located in Milpitas, the City will see a return on investment that other business sectors may not be able to achieve.

The City will act as the Fiscal Agent and the Finance Department will be responsible for deploying funds directly to the 20 hotels. The Office of Economic Development will assist on the Department of Treasury's reporting requirements.

Since guidance regarding the process to select and provide funding to beneficiaries is still pending, staff recommends that the City Council only provide direction to staff on the proposed program at this time.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

#### 8. Accessory Dwelling Units (ADU) Program

Council provided direction to maintain proposed funding in the amount of \$1,500,000. Staff is evaluating a program that could be a combination of fee waivers as well as prototype designs in order to simplify and incentivize the building of ADUs and encourage the legalization of unpermitted ADUs in the City. ADUs can provide affordable housing options, foster economic growth through increased construction activity, and result in increased property values.

With an average of \$5,000 in plan review and permit fees per ADU, this funding will allow permit fees for 100 ADUs per year for three years, or 300 ADUs, which is 2.4% of ADUs that could be potentially built in the City. The proposed ARPA funds will reimburse the General Fund for any fees waived. Staff is already working on a similar program for Safe ADU Legalization and could expand it to incorporate permit fee waivers for all previously unpermitted and new ADUs. Based on Council discussion on June 21, staff can initiate part of the program in summer 2021 and bring back information on other potential

tools shortly thereafter. Since the proposed amount is based on usage estimates, staff will report back to Council on an annual basis and Council could choose to adjust the funding level, if desired.

9. Main Street Revitalization

On May 11, during the budget study session, the City Council directed staff to move forward with several activities and programs to revitalize and activate Main Street ([Link to May 11 Agenda Report](#)). On June 21, Council directed staff to increase the proposed allocation from \$400,000 to \$500,000. This funding will be used for street front improvements and staffing to support this effort. Staff will return with additional details in late summer/early fall, along with an update on preparations for the community events in December 2021.

10. Community Events

Based on Council discussion on June 21, staff is recommending investing \$200,000 in community events over the next three years to organize a variety of additional events including enhancements to the July 4<sup>th</sup> 2022 celebrations with the addition of a Ferris Wheel and a parade, four pop-up events related to agriculture, art walks, and camping in the park, cultural events reflective of our community such as Holi, Hoi An (Vietnamese Lantern Festival), and Día de los Muertos (Day of the Dead). Due to lack of staff capacity, the pop-up event proposed to be scheduled in September as well as the three cultural events can only be offered once the Event Program Coordinator position is filled (see discussion below).

These additional events and the expansion of the July 4<sup>th</sup> celebrations are in addition to the 16 different events funded in the FY 2021-22 Adopted Budget starting with the 4<sup>th</sup> of July celebrations, Summer Concert Series, Movies in the Park Series, Game Night, Pumpkins in the Park, Veterans and Holiday events, Lunar New Year, Brunch with the Bunny, Commissioner Recognition Event, and Memorial Day event. In addition, the existing staff supports flag raisings, Milpitas Community Concert Band, and theatre productions through the year, and will also be launching a new docent and field trip program at the Alviso Adobe Park upon the completion of the building interior (anticipated in late spring '22).

It is important to note that as part of approval of the FY 2020-21 Adopted Budget, FY 2020-21 Mid-Year Adjustments and FY 2021-22 Adopted Budget, permanent and temporary staffing as well as non-personnel expenditures in the Recreation and Community Services Department were significantly reduced including the defunding of 1.0 Event Program Coordinator position. In order to support these additional events, the funding for the Event Program Coordinator position effective January 1, 2021 is proposed. As part of the development of the FY 2022-23 budget, staff intends to bring forward a recommendation to fund the position ongoing as it is assumed that the Council will support, and the community expect continuation of these additional events beyond FY 2023-24.

|                                       | Year 1<br>(FY 2021-22) | Year 2<br>(FY 2022-23) | Year 3<br>(FY 2023-24) | Season/<br>Month |
|---------------------------------------|------------------------|------------------------|------------------------|------------------|
| <u>4th of July Enhancements</u>       |                        |                        |                        |                  |
| Ferris Wheel                          | \$10,000               | \$10,000               | \$10,000               | July             |
| Parade                                | \$45,000               | N/A                    | N/A                    | July             |
| <b>Subtotal</b>                       | <b>\$55,000</b>        | <b>\$10,000</b>        | <b>\$10,000</b>        |                  |
| <u>Small Event Popups (4 events)</u>  |                        |                        |                        |                  |
| Earth Day/Agriculture                 | \$1,500                | \$3,000                | \$3,000                | April            |
| Art Walk/Project Event                |                        | \$2,500                | \$2,500                | September        |
| Camping in the Park                   | \$3,500                | \$3,500                | \$3,500                | June             |
| <b>Subtotal</b>                       | <b>\$5,000</b>         | <b>\$9,000</b>         | <b>\$9,000</b>         |                  |
| <u>Cultural Events (3 events)</u>     |                        |                        |                        |                  |
| Holi Event                            |                        | \$3,000                | \$3,000                | March            |
| Lantern Festival - Hoi An (Full Moon) |                        | \$4,000                | \$4,000                | August           |

|                                                                                                       |                  |                 |                 |          |
|-------------------------------------------------------------------------------------------------------|------------------|-----------------|-----------------|----------|
| Day of the Dead                                                                                       |                  | \$3,000         | \$3,000         | November |
| <b>Subtotal</b>                                                                                       |                  | <b>\$10,000</b> | <b>\$10,000</b> |          |
| <u>Administration</u>                                                                                 |                  |                 |                 |          |
| 1.0 Event Program Coordinator position<br>(defunded as part of FY 2020-21 Mid-Year<br>budget actions) | \$70,000         | NA              | NA              |          |
| Marketing & Outreach                                                                                  | \$2,000          | \$5,000         | \$5,000         |          |
| <b>Subtotal</b>                                                                                       | <b>\$72,000</b>  | <b>\$5,000</b>  | <b>\$5,000</b>  |          |
|                                                                                                       |                  |                 |                 |          |
| <b>Total</b>                                                                                          | <b>\$132,000</b> | <b>\$34,000</b> | <b>\$34,000</b> |          |

Staff requests input from Council regarding the proposed community events. If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

#### 11. Financial Assistance to the Chamber of Commerce

The Milpitas Chamber of Commerce (Chamber) supports Milpitas businesses through advocacy and services to increase economic vitality. The Chamber has experienced hardship during the pandemic and has lost members as businesses have temporarily or permanently closed. At the June 21 Council meeting, the City Council provided direction to increase the proposed allocation of one-time funding to the Chamber from \$100,000 to \$200,000 to support the business community through initiatives such as community events, business workshops and job fair(s). The proposed \$200,000 will be split between two years. Staff has been in conversations with Chamber representatives. Based on City Council interest and the Chamber's available resources, the following represents how the recommended \$200,000 may be utilized in the next two years.

- Crab Feed – March 2022.
- Art and Wine Festival – May 2022. The Chamber is currently doing its due diligence by speaking with event planners that may be able to assist in planning and implementing the Art and Wine Festival on Main Street.
- Business Workshops – Business Workshops will be held quarterly and may consist of the following themes: How to Start a Business, Developing Business Plans, Marketing and Promotions, Enhancing Online Presence for Businesses, Financing, etc. Businesses will obtain "face-to-face guidance from industry representatives such as Facebook, Google, LinkedIn, and Twitter and provide customers 24/7 assistance."
- Job Fair – September 2021. The Chamber will host one job fair event and depending on the response, they may host two additional job fairs in the future.

The event consultant will provide estimated costs for the Crab Feed, Art and Wine Festival, Business Workshops and job fair(s), develop plans and implementation schedules for each activity. In addition, the event consultant will develop performance metrics in concert with the Chamber. The Chamber will develop a plan to raise funds thereafter, as the ARPA funding is a one-time opportunity.

Since guidance regarding the process to select and provide funding to beneficiaries is still pending, staff recommends that the City Council only provide direction to staff on the Chamber proposal at this time. If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

#### 12. Workforce Development

Council provided direction to increase the proposed allocation from \$270,000 to \$300,000 and specifically asked for a program for low income youth to be included. The City partners with NovaWorks, NextFlex, Evergreen Valley College, and Milpitas Unified School District on several Workforce Development initiatives. Workforce Development is an integral part of the City's adopted



Economic Development Strategy and funding for various programs will decrease the unemployment rate due to COVID-19 impacts, help businesses rehire staff and prepare residents for future jobs. Staff will bring back program details along with appropriation actions for Council consideration.

13. Limited term Economic Development Specialist position

On June 21 Council provided direction to maintain proposed allocation for a two year limited term position or contract staff in the amount of \$330,000. Appropriation for this item will be included in the FY 21-22 Budget Amendment to be brought forward to Council in fall 2021.

**Infrastructure (\$4,086,815)**

14. Parks Rehabilitation

During the June 15 City Council meeting, the Council reviewed and provided direction to staff regarding the draft Parks and Recreation Master Plan (Plan). During the presentation, staff discussed the condition of the City's park system that is identified in fair condition overall with 24 parks noted in good to fair condition, however, four parks are in critical condition and eight parks are in poor condition (see attached map of the 12 parks).

Staff recommended proceeding with immediate health and safety improvements at 20 of the City's 36 parks and discussed the need to complete the construction phase for the rehabilitation of Sandalwood Park that was defunded in FY 20/21, and for the completion of short-term improvements at 12 City parks determined to be in critical and poor condition.

Following the presentation, the Council requested staff provide additional details on the 12 parks in critical and poor condition, including when they were programmed in the CIP and if they had been funded and the last time each park had been improved. Staff was also requested to return with the criteria used to determine which parks are improved.

As requested by Council, the attached spreadsheet includes the requested historical information for each of the 12 parks identified as in critical and poor condition. Planned renovation of these parks had been programmed in the Capital Improvement Program (CIP) starting in Fiscal Years 15/16 and 17/18, with the exception of Oliver Jones Memorial, Parc Metro West, and Sunnyhills Albert Augustine Jr. Parks which have not yet been programmed. Even though these parks had been programmed into the CIP, they were not funded due to a lack of funding, with the exception of Sandalwood Park which was funded and the design phase was completed before the \$2.2 million construction phase was defunded as part of the approval of the FY 2020/21 Adopted Budget and 2021-2025 Capital Improvement Program.

Also attached is the points-based matrix system to be used for the evaluation and improvement of the 12 parks in critical and poor condition. The eight criteria evaluated include user groups served; park capacity; condition; accessibility; community wide asset; community priority, last improvement completed; and timeframe for new repair. Parks with the highest point total raise to the top of the priority list for improvement. Based upon the matrix evaluation, the recommended priority order for improvement of the four parks in critical condition are Sandalwood, Sinnott, Strickroth, and Starlight Park. The recommended improvement priority for the eight parks in poor condition are Murphy, Sunnyhills Albert Augustine, Robert E. Browne, Foothill, Ben Rodgers, Parc Metro West, Hidden Lake, and Oliver W. Jones.

*Recommended Improvements:*

To address immediate health and safety concerns in the 20 parks, the draft Plan identified a funding need of \$2.1 million (see attachment). Therefore, staff recommends allocating ARPA funds in the amount of \$2.1 million for immediate health and safety repairs including replacement of swing sets at Calle Oriente and Sinnott Parks, play equipment and surface repairs at Sunnyhills, Albert Augustine Jr., Cerano, John McDermott, Peter Gill, O'Tool Elms, and Starlight Parks, and removal of tree hazards at the Sports Center Complex and Dixon Landing, Starlight, and Strickroth Parks.

The cost for short-term repairs and improvements for the parks in critical condition is estimated at \$1.06 million and for parks in poor condition at \$1.56 million, respectively. The estimated short-term and long-term cost to repair and improve all 36 City parks including the Sports Center facility is \$7.96 million for short-term repairs to be completed over the next 5 years, and \$81.1 million for longer term improvements that are recommended to be completed over the next 20 years.

With the remaining \$1.56 million of the preliminary allocation for parks infrastructure as well as an allocation of \$1.01 million of unassigned ARPA funds, and based on the priority matrix to prioritize park improvements, staff recommends funding short-term improvements at Sandalwood, Sinnott, Starlight, and Strickroth Park which are identified to be in critical condition. Staff also recommends funding improvements to four of the eight parks identified to be in poor condition which are Murphy, Sunnyhills Albert Augustine Jr., Robert E. Browne, and Foothill Park. The remaining funding required to complete short-term improvements for the remaining four poor condition parks amounts to \$640,000. Staff requests input from Council regarding the ARPA allocation for the identified parks projects.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

15. Public Safety Facilities' Improvements

The City's five year Capital Improvement Program includes planned and only partially funded capital projects to rehabilitate Fire Stations 1 and 3. One of the Fire Department's rehabilitation projects is the retrofitting of the majority of apparatuses' vehicle exhaust filtration systems. Updating these systems will improve firefighter health and wellness by removing carcinogen causing particulates from the exhaust. It will also negate the need to install a vehicle exhaust system in the new fire station and eliminate the need to continue to use and maintain the current systems in the other three fire stations. Staff is recommending investing \$250,000 for these needed capital improvements. Since these costs would typically be covered by the General Fund, this allocation translates to future General Fund savings. Based on Council discussion on June 21, no further Council direction is needed. This program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

16. Mobile Emergency Operations Center (in lieu of COVID Safe City Facilities' Improvements)

On June 15, 2021, based on staff recommendation, the Council established CP 3495 titled "COVID-19 Safe Facility Improvements" and approved a budget amendment in the Amount of \$375,000 to fund the Project with American Rescue Plan Act Funds. The Project is established to provide for contractual services to assess and balance the HVAC systems in all City buildings for optimization of air flow and ventilation ahead of staff returning to the workplace and reopening the buildings to the public. In addition to the HVAC work, additional measures to improve COVID-19 facility safety include HVAC filter upgrades, procurement of cleaning and disinfecting supplies for facilities, and the procurement of hand sanitizer stations, acrylic shields, and signage. Taken together, these measures will help prevent and reduce transmission of the COVID-19 virus and maintain healthy business operations and work environments as staff returns to the workplace and City facilities will reopen to the public.

To expedite the HVAC work, staff utilized a City Council approved contract with Engie Services U.S., Inc. (Engie) for the implementation of energy and water conservation measures. As the ARPA funding guidelines have been still evolving, it recently became apparent that a competitive procurement will be necessary for the HVAC work to be eligible for ARPA funds. Due to the imminent return of staff to the city facilities, there's insufficient time to undergo a competitive process.

As part of the approval of the 2022-2026 Capital Improvement Program, Council approved the funding of the Mobile Emergency Operations Center, which is mostly funded from the General Government CIP Fund (\$850,440). In lieu of funding the HVAC work and other safe facilities improvements with ARPA funds, staff recommends allocating \$375,000 of ARPA funds to the MEOC and return the excess funds in the MEOC project in the amount of \$375,000 to the General Government CIP Fund.

In order to advance the Safe Facilities project, under the authority granted to the City Manager, he authorized appropriating \$375,000 from the General Government CIP Fund fund balance to the COVID-19 Safe Facility Improvements project (CP 3495). For the August 17, 2021 Council meeting, staff will request ratification of the City Manager's action.

## **Public Safety (\$2,250,000)**

### **17. Funding for 6 Public Safety positions for One Year**

Funding in the amount of \$1,200,000, is recommended to fund 2 Police Officers and 4 Firefighter positions that were defunded for one year in the Adopted FY 21-22 Budget. The funding may be used for FY 21-22 if a FEMA waiver for the SAFER grant to maintain a certain sworn Fire position count in Fire suppression is denied or alternatively it could be used to fund the positions in FY 22-23, resulting in future General Fund savings of \$1.2 million. If Council approves this funding, no separate Council action is needed; the funding will be incorporated into the FY 21-22 Budget amendment or the development of the FY 22-23 budget, as applicable.

Depending on FEMA granting a waiver and based on Council discussion on June 21, staff may bring forward FY 21-22 Budget Amendment to Council in fall 2021.

### **18. Fire Engine (Pumper)**

At the June 21 ARPA spending plan discussion, the City Council inquired about the most urgent vehicle replacement needs for the Fire Department.

With Council support, the Fire Department has been able to replace an aging front-line apparatus fleet during the last four years with the replacement of 4 Engines and 1 Truck. To complement this investment and extend the useful life of the equipment, staff is recommending allocating \$800,000 to purchase a Fire Engine (Pumper). The remaining funding for the Pumper in the amount of \$200,000 is anticipated to be received from community benefit funds related to the Lyons Lot 3 development. The total funding allocation from this development is \$500,000. The Fire Department currently has three reserve fire engines (pumpers) and one reserve fire truck (aerial ladder). There is a need to replace two of the reserve fire engines (pumpers). These units were originally added to the fleet in 2003 and 2005 and have exceeded their asset life span. The replacement schedule for fire engines/trucks is 10-12 years in front-line status and then placed in reserve status for an additional 5 years. Best practice is to have at least two reliable reserve fire pumpers for unit repair / backfill, additional emergency staffing, and mutual aid deployment. The addition of this new fire pumper will substantially improve the reliability of the reserve fleet allowing the reduction of the reserve fleet from three to two reserve fire pumpers. Further, by adding a new pumper to the fleet, the most utilized pumper will be placed in the Reserve Fleet thereby extending the useful life of the existing front-line apparatus fleet. Since these costs would typically be covered, at least partially, by the General Fund, this allocation translates to future General Fund savings. If Council approves this funding, no separate Council discussion is needed, except for the purchase approval and related appropriation action for the Pumper.

The next priorities for apparatus replacement are four command/deployment vehicles and the Urban Search and Rescue (USAR) squad. The command units due for replacement are repurposed police cars that are almost 30 years old. Replacement cost for these vehicles is estimated between \$100,000 and \$110,000 per unit or approximately \$420,000. Staff is recommending funding these vehicles with an additional ARPA fund allocation of \$120,000 and the remainder from the aforementioned community benefit funds. The USAR squad is 22 years old and is a key component for the Fire Department to be able to respond and deploy on technical rescue incidents. The replacement cost for the USAR unit is approximately 1.5 million dollars.

Staff requests input from Council regarding the ARPA allocation for Fire vehicles. If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

19. Emergency Management Planning Documents

On November 17, 2020 Council accepted the Emergency Management Program Assessment and Implementation Plan (Plan), which included over 100 recommendations. As discussed in the related staff report, with funding support, staff will be able to implement the recommendations in a shorter timeframe. Since the acceptance of the Plan, staff focused on the most critical recommendations which focus on finalizing the Emergency Operations Plan (EOP). The EOP, which is the overarching emergency management document, is scheduled for Council approval in August 5, 2021.

At the June 21, 2021 Council Meeting, the Council requested information regarding the planned use of the proposed allocation of \$200,000 for the development of emergency management planning documents.

As outlined in the staff report recommending approval of the EOP, the EOP will also contain annexes, which are plans written to respond to specific hazards. Many of the revised and updated annexes are nearing completion and will be added to the EOP as they are finalized. The following table lists 19 annexes to be updated or developed and the estimated time for completion within the next two years with the allocation of the ARPA funds.

| Annex Title                                           | Estimated Completion |
|-------------------------------------------------------|----------------------|
| Access & Functional Needs                             | Jun-22               |
| Casualty Management                                   | Oct-22               |
| Crisis Communications Plan                            | 21-Dec               |
| Critical Infrastructure & Utility Restoration         | Dec-21               |
| Damage/Safety Assessment                              | Mar-23               |
| Debris Management                                     | Jun-22               |
| Donations Management                                  | Jun-23               |
| Emergency Action Plan Guide                           | Dec-22               |
| Emergency Alert & Notification                        | Dec-21               |
| EOC Operations Guide                                  | Mar-22               |
| Evacuation & Shelter in Place                         | Mar-22               |
| Incident Specific                                     | Dec-21               |
| Information Collection, Analysis & Dissemination Plan | Dec-21               |
| Mass Care & Shelter Plan                              | Jun-22               |
| Post Disaster Housing                                 | Jan-23               |
| Private Sector Coordination                           | Dec-22               |
| Recovery                                              | Jan-23               |
| Resource Management                                   | Jun-23               |
| Volunteer Management                                  | Mar-23               |

Based on Council discussion, this program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

20. Virtual Reality Simulator Training Equipment

Staff is recommending allocating \$50,000 for the purchase of a virtual reality simulator to improve training in police officer decision making and tactics. Virtual reality allows for realistic and immersive training that provides a 3-dimensional, 360-degree field of view designed to put officers in real-to-life situations and believable ways to form visceral reactions to certain situations. Virtual reality training has a variety of applications from use-of-force, de-escalation, active shooter, to person-in-crisis response. Depending on the officers' actions, the instructor can branch the scenarios to escalate or de-escalate the situation, then review their decision-making skills to ensure proper tactics are used from any angle during after-action review. These virtual environments and ambient features increase the officers'

psychological immersion and focus when dealing with the situation at hand. By increasing the immersions, the officers' mental recall is heightened, thus enhancing their overall training experience. Virtual reality training will allow the Police Department to provide training in high-stakes scenarios improving decision making and improving community and officer safety. If Council approves this item, no further Council action is needed other than the appropriation of funds.

Staff identified a potential alternate funding source for the Virtual Reality Simulator. The funding source is a Federal U.S. Department of Justice grant through the Office of Community Oriented Police Services and is offered for Community Policing Development De-Escalation Training. The solicitation closed on July 22, 2021 and awards are expected to be announced prior to October 1, 2021. Staff applied for \$59,213.50 in funding; however, grant awards may not be awarded in full. If the City receives grant funds, staff will reduce the ARPA funding allocation.

Depending on the receipt of grant funds and based on Council discussion on June 21, this program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

## **Technology (\$1,900,000)**

### **21. Human Resources Information System**

Council provided direction to reduce funding for the HRIS system from the proposed \$2,000,000 to \$1,100,000. Of this proposed funding, \$100,000 is to be used to complete a business process mapping analysis and a functional needs assessment in FY 21-22 and issue a Request for Proposals. Staff anticipates bringing forward recommendations and appropriation actions for Council consideration in FY 21-22 or FY 22-23.

Based on Council discussion on June 21, this program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

### **22. Financial Management System**

The City's financial management system is 24 years old (implemented in 1997) and needs to be evaluated for potential modernization, process improvement and efficiencies. Council directed staff to allocate funding in the amount of \$100,000 to complete the evaluation. Staff anticipates bringing forward recommendations, based on the evaluation, for Council consideration in FY 21-22 or FY22-23.

Based on Council discussion on June 21, this program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

### **23. Cybersecurity Improvements and Training**

An allocation of \$300,000 was proposed for maintaining current systems to prevent cyberattacks and also to provide disaster recovery and business continuity support. A portion of this funding will also be used to provide regular employee trainings so as to protect against phishing and malwares. Appropriation for this item will be included in the budget amendment to be brought forward to Council in Fall. Since these costs would typically be covered by the General Fund, this allocation translates to future General Fund savings. Based on Council discussion on June 21, this program will proceed without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

### **24. Technology Improvements**

Council provided direction to reduce funding for this item from \$800,000 to \$400,000. This funding will be used for technology improvements to enable hybrid public meetings and a hybrid work environment. Appropriation for this item will be included in the budget amendment to be brought forward to Council in Fall. Since these costs would typically be covered by the General Fund, this allocation translates to future General Fund savings. Based on Council discussion on June 21, This program will proceed

without any further Council action, if Council delegates the recommended appropriation authority to the City Manager.

## **Recommendations for Unassigned Allocation (\$1,485,000)**

### **25. Administration**

The administration of ARPA funds and programs is complex, comprehensive and spans the length of the spending period (i.e. possibly till 2026). Over four years, the estimated administrative cost is \$350,000 or approximately 2% of the ARPA Funding. This administrative cost includes an estimated \$50,000 for Federal procurement expert support for up to four years, \$150,000 for ARPA legislative and program management for up to four years and \$150,000 for one (1) temporary part-time staff or contractor augmentation for up to two years.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

### **26. Weed Abatement**

The Public Works Department manages the weed abatement program for all City owned property, undeveloped parkland, medians, and along roadways to maintain aesthetics and make sure that excess weeds and brush do not become a fire hazard. The peak of the weed abatement season begins on April 1 and concludes in the late summer. Although the weed abatement program includes pre and post-emergent application to kill seeds and prevent weeds from growing in the right-of-way, weed growth in each season can be very unpredictable depending on the amount of rain and temperatures in a given year. Additionally, the weed abatement team is currently at 50% of budgeted staffing level due to one vacancy and two team members on long-term leave, leaving just three staff on the team to address weeds throughout the City. Further, to address the peak workload during the summer months, Public Works has funding for four temporary positions. However, despite extensive recruitment efforts, the department has only been able to fill one temporary position so far.

To address the staff shortage, Public Works has been scheduling staff on overtime to supplement the staffing on weed abatement and is exploring temporarily moving staff from other areas within the department to keep up with weed abatement needs; however, temporarily moving staff from other areas would result in reduced service levels on maintenance of potholes, sidewalks, parks, etc.

In addition to these measures, staff is recommending allocating \$90,000 for contract services to assist with the abatement of weeds and brush. It is important to note that once Council approves using ARPA funds for weed abatement contractual services, staff needs to bring forward an appropriation action for Council consideration and proceed with a competitive procurement process in compliance with federal regulations. Due to staff shortages in the Purchasing section, the contracting for these services may be delayed. In the meantime, existing staff will continue with removing weeds from City owned property, undeveloped parkland, medians, and along roadways

As part of the development of the 2023-2027 Capital Improvement Program, staff is exploring the conversion of select parkways and center medians in the City into low water, low maintenance landscapes. These landscape conversions would provide the City with water savings and would also reduce the number of staff hours spent on the ongoing maintenance of these parkways and medians. The staff hours would be allocated to weed abatement of weeds in other areas in the City, which would increase the level of services for the City.

If there is Council support for proposed approach and funding level, this program will proceed once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

### **27. Parks Rehabilitation – Additional Funding**

The additional funding allocation is discussed under Item #14, titled Parks Rehabilitation.



28. Fire Vehicles – Additional Funding

The additional funding allocation is discussed under Item #18, titled Fire Vehicles.

TABLE 1: SUMMARY OF PROPOSED ARPA INVESTMENT PLAN

| No.                                              | Program/Activity                                                                                                                              | Proposed Funding    | FY 21-22 Funding   | Estimated Time       |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|----------------------|
| <b>Community Services</b>                        |                                                                                                                                               |                     |                    |                      |
| 1.                                               | Rent relief and mortgage assistance to low and moderate income residents – related to pandemic                                                | \$1,200,000         | \$600,000          | 2 years              |
| 2.                                               | Social services – mental health services, services for domestic violence and abuse victims and LGBTQ plus community, senior nutrition program | \$500,000           | \$125,000          | 3 years              |
| 3.                                               | Financial assistance to low and moderate income residents for utility payments, recreation classes, and digital access                        | \$400,000           | \$100,000          | 3 years              |
| 4.                                               | Beautify Milpitas program                                                                                                                     | \$100,000           | \$25,000           | 4 years              |
| 5.                                               | Pilot curbside trash pickup program                                                                                                           | \$85,000            | \$85,000           | 3 months             |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$2,285,000</b>  | <b>\$935,000</b>   |                      |
| <b>Economic Vitality</b>                         |                                                                                                                                               |                     |                    |                      |
| 6.                                               | Small business assistance – related to pandemic                                                                                               | \$1,500,000         | \$750,000          | 2 years              |
| 7.                                               | Assistance to hotels                                                                                                                          | \$200,000           | \$200,000          | 1 year               |
| 8.                                               | Accessory Dwelling Unit program                                                                                                               | \$1,500,000         | \$500,000          | 3 years              |
| 9.                                               | Main Street Revitalization                                                                                                                    | \$500,000           | \$250,000          | 2 years              |
| 10.                                              | Community events                                                                                                                              | \$200,000           | \$100,000          | 2 years              |
| 11.                                              | Financial assistance to the Chamber of Commerce                                                                                               | \$200,000           | \$100,000          | 2 years              |
| 12.                                              | Workforce development                                                                                                                         | \$300,000           | \$100,000          | 3 years              |
| 13.                                              | Limited term Economic Development Specialist position                                                                                         | \$330,000           | \$165,000          | 2 years              |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$4,730,000</b>  | <b>\$2,165,000</b> |                      |
| <b>Infrastructure</b>                            |                                                                                                                                               |                     |                    |                      |
| 14.                                              | Parks Rehabilitation                                                                                                                          | \$3,461,815         | \$2,000,000        | 4 years              |
| 15.                                              | Public Safety Facilities' Rehabilitation                                                                                                      | \$250,000           | -                  | 1 year<br>(FY 22-23) |
| 16.                                              | Mobile Emergency Operations Center (in lieu of COVID Safe Facilities Improvements)                                                            | \$375,000           | \$375,000          | 1 year               |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$4,086,815</b>  | <b>\$2,375,000</b> |                      |
| <b>Public Safety</b>                             |                                                                                                                                               |                     |                    |                      |
| 17.                                              | Public Safety staffing (funding for 2 Police and 4 Fire positions for one year)                                                               | \$1,200,000         | \$800,000          | 2 years              |
| 18.                                              | Fire Vehicles                                                                                                                                 | \$800,000           | \$800,000          | 1 year               |
| 19.                                              | Implementation of High Priority Emergency Management Program Assessment Study                                                                 | \$200,000           | \$100,000          | 2 years              |
| 20.                                              | Virtual Reality Simulator Training Equipment                                                                                                  | \$50,000            | \$50,000           | 1 year               |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$2,250,000</b>  | <b>\$1,750,000</b> |                      |
| <b>Technology</b>                                |                                                                                                                                               |                     |                    |                      |
| 21.                                              | Human Resources Information System                                                                                                            | \$1,100,000         | \$100,000          | TBD                  |
| 22.                                              | Financial Management System                                                                                                                   | \$100,000           | \$100,000          | 1 year               |
| 23.                                              | Cybersecurity programs and training                                                                                                           | \$300,000           | \$100,000          | 4 years              |
| 24.                                              | Technology infrastructure                                                                                                                     | \$400,000           | \$200,000          | 4 years              |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$1,900,000</b>  | <b>\$500,000</b>   |                      |
| <b>Recommendations for Unassigned Allocation</b> |                                                                                                                                               |                     |                    |                      |
| 25.                                              | ARPA Funds Administration                                                                                                                     | \$350,000           | \$100,000          | 4 years              |
| 26.                                              | Weed Abatement                                                                                                                                | \$90,000            | \$90,000           |                      |
| 27.                                              | Parks Rehabilitation – Additional Funding                                                                                                     | \$925,000           |                    | 4 years              |
| 28.                                              | Fire Vehicles – Additional Funding                                                                                                            | \$120,000           | \$120,000          | 1 year               |
|                                                  | <b>Subtotal</b>                                                                                                                               | <b>\$1,485,000</b>  | <b>\$310,000</b>   |                      |
|                                                  | <b>Grand Total</b>                                                                                                                            | <b>\$16,736,815</b> | <b>\$8,035,000</b> |                      |

\*Changes from June 21 Investment Plan noted in red text.

## Reporting Requirements

The first expenditure report for any City expenditures between June 1 and July 31 is due on August 31 and the first quarterly report is due on October 31. It is important to note that the Treasury Department does not require agencies to submit a final investment/funding plan and is allowing agencies to adjust funding as needed, as long as funds are expended by the required deadlines.

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual recovery plan performance reports (for communities with population over 250,000) regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds. All entities receiving CSFRF and LSFRF funding will be required to submit an interim report of their expenditures from date of award through July 31 by August 31, 2021 with the first quarterly report due by October 31, 2021. Additional detailed guidance and instructions on the reporting requirements will be issued at a later date.

Reporting requirements for each funding category are different. As stated earlier, the guidance to date appears to provide the most flexibility and streamlined reporting process for the Revenue Replacement funding category. Thus, staff is recommending aligning the investment areas with this funding category for reporting purposes.

## **Key Compliance Considerations**

Procurement and Contract Requirements will be governed by the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” in accordance with the Code of Federal Regulation [2 CFR Part 200](#). This regulation will also stipulate the financial reporting and audit requires for the federal awards. These comprehensive and strict requirements will need Staff resources to ensure compliance for each ARPA program/activity. Moreover, while the comment period on the Interim Final Rule closes on July 16, there is no deadline for the Federal government to issue the Final Rule. To that end, eligible use(s) are subject to change.

The City is planning to categorize its use of ARPA funds as “revenue loss,” providing maximum flexibility in usage in that this category covers how funds have been used to provide government services due to the COVID-19 public health emergency. At this time, this category is not explicitly addressed in how it relates to 2 CFR Part 200 compliance. Also, the extent to which subrecipient monitoring is required is unknown at this time. The City intends to awards funds to subrecipients for such categories as: mortgage and rent relief, social services to provide mental health, domestic violence, LGBTQ plus and senior nutrition services.

The risks of not meeting the full requirements of 2 CFR Part 200 can be significant and potentially, have ramifications such as adverse audit findings and future de-obligation of funds. Staff recommends taking steps to comply to the fullest extent practicable, however, this is challenging, given that the level of due diligence required for each of these categories has not yet been released by Treasury.

Questions about the level of compliance, and associated risks of non-compliance, are also important in terms of how work is awarded to subrecipients. Procurement deficiencies are consistently the number one reason for de-obligations of funds following federal audits conducted by the Office of Inspector General.

Based on this risk and the extent of unknowns at this time, the City is planning to establish its procedures in a manner so as to minimize the risk of adverse findings at such time an audit may be conducted. An adverse finding would be not receiving or not keeping full Federal Funding for associated costs if the City failed to comply with the mandatory general procurement under grant standards. Thus, adverse finding may result in forfeiting the Federal Funding and requiring the City’s General Fund to cover the associated costs. A non-state entity must document its rationale for the method of which of the five (5) procurement processes it used for each contract (i.e., micro-purchase procedures, small purchase procedures, the sealed bidding method, the competitive proposal method or the noncompetitive proposal method). Regardless of the size of the purchase, these 5 characteristics must still be met:

1. The purchase must comply with the non-Federal entity’s documented procurement procedures.

2. The purchase must be necessary to carry out the Federal award.
3. The purchase must be made with open competition to the extent required.
4. The organization follows their conflict-of-interest policy.
5. The purchase documentation contains a sufficient and proper history of the purchase.

To provide perspective, a formal competitive procurement process requires a draft statement of work (SOW), published solicitation (held open for 30 days), review, selection and contract administration. Altogether, this process generally exceeds 60 calendar days to complete.

If utilizing the noncompetitive proposal method, the non-state entity must justify (in detail and with specifics) why this method was necessary.

#### Considerations Regarding Compliance for Claiming Administrative/Indirect Costs

Per 2 CFR 200 Appendix VII, Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

Per 2 CFR Part 200.414, Non-Federal entities (the City of Milpitas) may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate.

Over four years, the estimated cost for administrative, compliance, procurement, and reporting, is \$350,000, which is approximately 2% of the total ARPA fund (\$16.7 million). This would include development of new Federal procurement, monitoring and reporting. It would also include experts in the areas of Federal procurement and program legislation. and one temporary part-time position staff augmentation for two-years. Documentation would be kept for proper compliance and reporting of these administrative costs.

#### **Next Steps**

Based on Council direction staff will bring back additional information on the pending four items and any other items requested by Council. In order to roll-out programs that will help the community and City in an expeditious and efficient manner, staff will initiate each program approved by Council once compliance with ARPA procurement, contracting and reporting requirements is confirmed. Since the proposed FY 2021-22 budget does not include the use of any ARPA funds, once Council has approved a plan for ARPA funds, a budget amendment will be brought forward for Council approval. Staff will also bring back periodic reports to Council on the status of all programs and projects funded by ARPA.

#### **Policy Alternative:**

**Alternative 1:** Provide direction to staff to move forward with providing funding to small businesses and residents that have been impacted by the pandemic and have urgent needs that need to be addressed, in advance of final guidance from Treasury

Pros: Will provide immediate relief to those in the community that have been impacted by the pandemic.

Cons: Without final guidance from the Treasury on the use of the funding, there may be a de-obligation of funds required in the future with the General Fund having to pay for these programs. This may result in negative audit findings, which may impact the City's credit rating and ability to receive future Federal Grants.

Reason for not Recommending: Although there is a need for the funding in the community, it is prudent for the City to wait for the Final Rule and guidance from the Treasury before awarding funds to external entities. This will ensure that staff moves forward in a manner that complies with the funding requirements and the City is able to cover all of the costs with ARPA funding without putting the General Fund at risk or potentially negatively impacting the City's credit rating and ability to receive future Federal Grants.

**Alternative 2:** Do not delegate authority to the City Manager to approve appropriations and contracts for programs and funding levels already approved by Council

Pros: Bringing all 28 items back to Council for appropriation actions and contracts will provide a greater level of transparency.

Cons: The pandemic has adversely impacted many Milpitas residents and businesses and bringing each approved item back for additional approvals will delay the disbursement of funds and not allow the City to do so in an expeditious and efficient manner. Furthermore, more staff time would be incurred on administration such as drafting agenda reports when such staff time can be applied towards the programs which directly help residents and businesses.

Reason for not Recommending: The pandemic has adversely impacted many Milpitas residents and businesses. The preliminary Investment Plan has been discussed at several Council meetings, thus offering the public many opportunities to provide input. Once Council approves the proposed programs and funding levels staff will work within those parameters to expend the funds. Awaiting final guidance from Treasury has already slowed the disbursement of funds and procurement and contracting requirements by the Treasury will likely further delay the disbursement of funds to those in urgent need. Adding an additional step to bring each item back to Council for appropriation action and contract approval will add to the timeline and negatively impact those in need.

**Fiscal Impact:**

The ARPA allocation to the City is in the amount of \$16,736,815. \$8,368,407.50 has been received on June 1, 2021 and \$8,368,407.50 is scheduled to be received in June FY 21-22. As the Federal Final Ruling on the ARPA Coronavirus State and Local Fiscal Recovery Funding is pending, staff does not recommend full appropriation of ARPA funding. If Council approves the recommended delegation of authority to the City Manager, which includes budget appropriation and contract approval authority up to the approved amount for each program approved by Council, the appropriation actions for these programs will be detailed in the FY 21-22 quarterly financial status reports with the first quarterly report scheduled to be brought to Council in fall 2021.

**California Environmental Quality Act:**

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed for various potential projects, any project scope and potential environmental analysis would be speculative to analyze at this time and future environmental analysis will be conducted for the various potential projects prior to the City making any commitment or approval of any project.

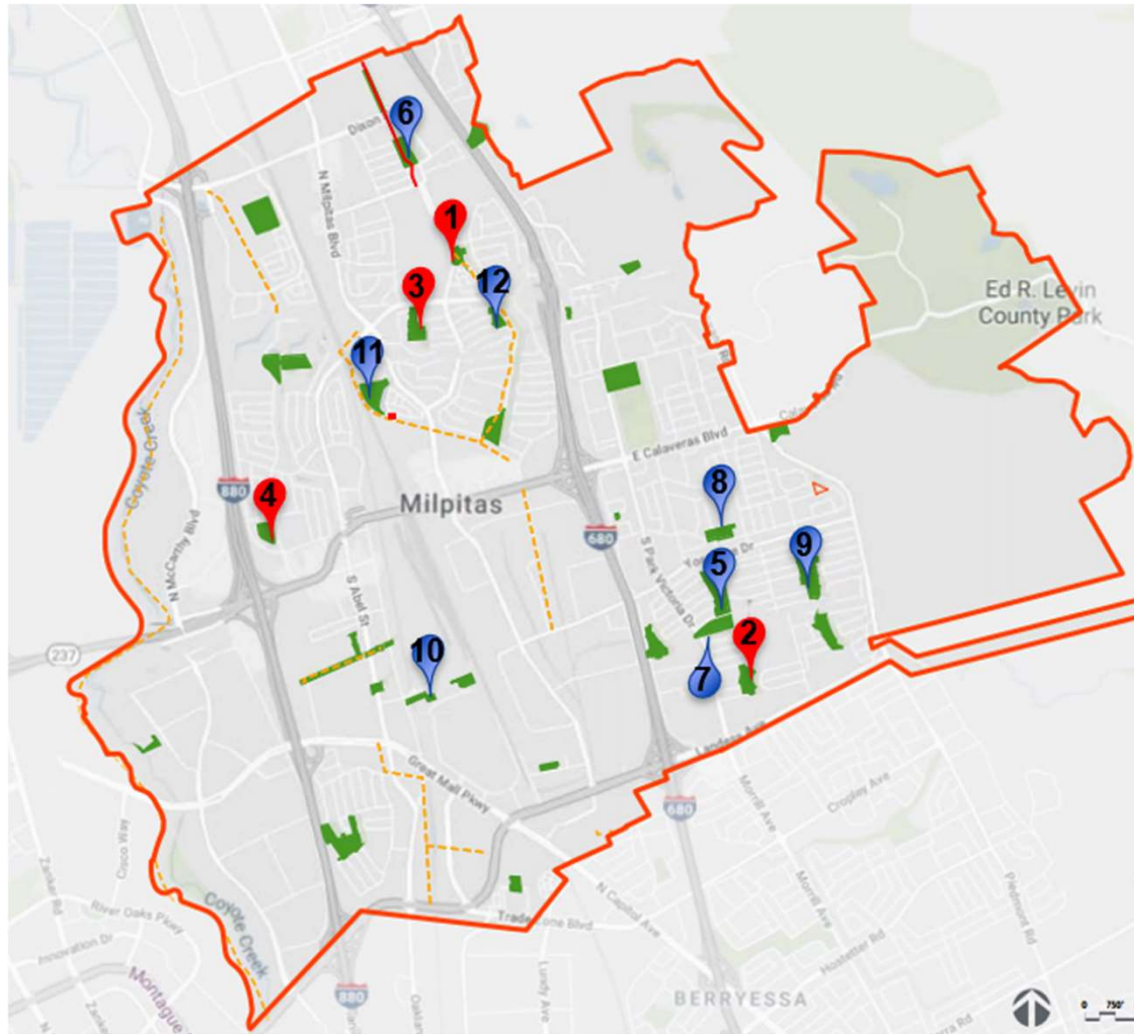
**Recommendations:**

1. Receive an Update on the American Rescue Plan Act (ARPA), including compliance and reporting requirements.
2. Provide direction to staff on the draft ARPA Investment Plan and proposed programs.
3. Delegate authority to the City Manager including appropriation and contract approval authority up to the approved amount for each program approved by Council once compliance with ARPA procurement, contracting and reporting requirements is confirmed.

**Attachment:**

1. Parks Prioritization Information

# Parks in Poor-Critical Condition



1. Sandalwood Park

2. Sinnott Park

3. Strickroth Park

4. Starlight Park

5. Murphy Park

6. Sunnyhills Albert Augustine

7. Robert E. Browne Park

8. Foothill Park

9. Ben Rodgers Park

10. Parc Metro West

11. Hidden Lake Park

12. Oliver W. Jones

*\*Parks in **blue** are in poor condition; parks in **red** are in critical condition*

# Prioritization Matrix – a point based analysis:

- **User Groups Served (0-4 pts):** Serve various user groups receive more points
- **Capacity (1-3pts):** Parks with greater capacity receive more points
- **Condition (0-10pts):** Parks in poor to critical condition receive more points
- **Accessibility (0-6pts):** Non-compliant w/ ADA requirements receive more points
- **Community Wide Asset (0-1pt):** Community asset Parks receive 1 point
- **Community Priority (1-4pts) :** Greater community feedback receive more points
- **Latest Improvement (0-4pts):** Parks with recent improvement receive less points
- **Improvement Timeframe (1-4pts):** Requiring renovation receive more points



# Priority Matrix for Park Improvement

## For Parks in Critical and Poor Condition

| Park            | Priority Point | User Group Served | Capacity | Condition | Access | Community Asset | Community Priority | Latest Imp. | Imp. timeframe |
|-----------------|----------------|-------------------|----------|-----------|--------|-----------------|--------------------|-------------|----------------|
| Sandalwood      | 31             | 3                 | 2        | 10        | 6      | 0               | 2                  | 4           | 4              |
| Sinnott         | 31             | 4                 | 2        | 10        | 5      | 0               | 4                  | 2           | 4              |
| Strickroth      | 31             | 4                 | 2        | 10        | 5      | 0               | 4                  | 2           | 4              |
| Starlight Park  | 30             | 4                 | 2        | 10        | 6      | 0               | 2                  | 2           | 4              |
| Murphy Park     | 25             | 4                 | 2        | 6         | 3      | 1               | 4                  | 1           | 4              |
| Augustine Jr.   | 25             | 4                 | 2        | 6         | 4      | 0               | 4                  | 1           | 4              |
| Robert E Browne | 24             | 3                 | 2        | 6         | 3      | 1               | 4                  | 1           | 4              |
| Foothill        | 24             | 3                 | 2        | 6         | 4      | 0               | 4                  | 1           | 4              |
| Ben Rogers      | 24             | 3                 | 2        | 6         | 4      | 0               | 4                  | 1           | 4              |
| Parc Metro West | 22             | 4                 | 2        | 6         | 4      | 0               | 2                  | 0           | 4              |
| Hidden Lake     | 22             | 3                 | 2        | 6         | 3      | 1               | 2                  | 1           | 4              |
| Oliver Jones    | 22             | 4                 | 1        | 6         | 4      | 0               | 2                  | 1           | 4              |

*\*Parks in **blue** are in poor condition; parks in **red** are in critical condition*

# CRITICAL Condition Park Repairs

| Park<br>(Year Const.)        | Year<br>added to<br>CIP | Funding<br>Status                             | Last Improvement                                                                                                                                         | Health & Safety<br>(\$760K Total)                                                                                                             | Short-Term<br>Improvement<br>(1.06M Total)                                                                                                                                  |
|------------------------------|-------------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sandalwood<br/>(1978)</b> | FY15-16                 | \$2.2M<br>Construction<br>phase not<br>funded | • Expanded 1988                                                                                                                                          |                                                                                                                                               | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Tree removal &amp; maintenance</li> <li>• \$100,000</li> </ul>                 |
| <b>Sinnott<br/>(1967)</b>    | FY15-16                 | Not Funded<br>(\$3.5M)                        | <ul style="list-style-type: none"> <li>• Expanded 1970</li> <li>• Playground and surface 1991</li> <li>• Play structure deck replacement 2021</li> </ul> | <ul style="list-style-type: none"> <li>• Replace fitness station</li> <li>• Repair swing</li> <li>• \$110,000</li> </ul>                      | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Refurbish restroom</li> <li>• Tree maintenance</li> <li>• \$410,000</li> </ul> |
| <b>Starlight<br/>(1967)</b>  | FY15-16                 | Not Funded<br>(\$3.9M)                        | • Playground and surface 1991                                                                                                                            | <ul style="list-style-type: none"> <li>• Play equipment surface replacement</li> <li>• Hazardous tree removal</li> <li>• \$500,000</li> </ul> | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Refurbish restroom</li> <li>• \$450,000</li> </ul>                             |
| <b>Strickroth<br/>(1967)</b> | FY15-16                 | Not Funded<br>(\$4.2M)                        | <ul style="list-style-type: none"> <li>• Playground and surface 1992</li> <li>• Converted to recycled irrigation 2009</li> </ul>                         | <ul style="list-style-type: none"> <li>• Hill/tunnel repair</li> <li>• Hazardous tree removal</li> <li>• \$150,000</li> </ul>                 | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Repair fencing</li> <li>• \$100,000</li> </ul>                                 |

# POOR Condition Park Repairs

| Park<br>(Year<br>Const.)      | Year<br>added to<br>CIP | Funding<br>Status      | Last Improvement                                                                                                                                                                                            | Health & Safety<br>(\$70K Total)                                                                    | Short-Term<br>Improvement<br>(830K Total)                                                                                                                                                                                                     |
|-------------------------------|-------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Ben Rogers<br/>(1970)</b>  | FY17-18                 | Not Funded<br>(\$4.4M) | <ul style="list-style-type: none"> <li>• Park expanded 1989</li> <li>• Playground and surface 2020</li> </ul>                                                                                               | <ul style="list-style-type: none"> <li>• Sidewalk repair</li> <li>• \$10,000</li> </ul>             | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• \$90,000</li> </ul>                                                                                                                              |
| <b>Foothill<br/>(1967)</b>    | FY17-18                 | Not Funded<br>(\$3.5M) | <ul style="list-style-type: none"> <li>• Playground and surface FY20/21</li> <li>• Pathways repairs 2020</li> </ul>                                                                                         |                                                                                                     | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Refurbish Restroom</li> <li>• \$200,000</li> </ul>                                                                                               |
| <b>Murphy<br/>(1969)</b>      | FY15-16                 | Not Funded<br>(\$4.5M) | <ul style="list-style-type: none"> <li>• Playground and surface 1990</li> <li>• ADA access imp. 2018</li> </ul>                                                                                             | <ul style="list-style-type: none"> <li>• Fitness station replacement</li> <li>• \$60,000</li> </ul> | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Refurbish Restroom</li> <li>• \$240,000</li> </ul>                                                                                               |
| <b>Hidden Lake<br/>(1987)</b> | FY17-18                 | Not Funded<br>(\$3.0M) | <ul style="list-style-type: none"> <li>• Slope protection/grading, fencing, walkway repairs, landscaping 1987</li> <li>• Parking lot repair 1995</li> <li>• Pathway and parking lot repairs 2021</li> </ul> |                                                                                                     | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Repair boat deck &amp; metal fence</li> <li>• Replace concrete stair</li> <li>• Tree &amp; landscape maintenance</li> <li>• \$300,000</li> </ul> |

# POOR Condition Park Repairs

| Park<br>(Year<br>Const.)                          | Year<br>added to<br>CIP   | Funding<br>Status      | Last Improvement                                                                                                                                                                                      | Health & Safety<br>(\$420K Total)                                                                                              | Short-Term<br>Improvement<br>(730K Total)                                                                                                                                           |
|---------------------------------------------------|---------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Robert E. Browne<br/>(1965)</b>                | FY17-18                   | Not Funded<br>(\$4.5M) | <ul style="list-style-type: none"> <li>• Tennis Courts installed 1979</li> <li>• Ball wall replacement 2015</li> <li>• Court resurfacing 2005 &amp; 2019</li> </ul>                                   | <ul style="list-style-type: none"> <li>• Fitness station replacement</li> <li>• Pathway repairs</li> <li>• \$80,000</li> </ul> | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Repair tennis court fencing</li> <li>• \$120,000</li> </ul>                            |
| <b>Oliver Jones Memorial<br/>(1973)</b>           | New Project<br>Not in CIP | Not Funded<br>(\$2.0M) | <ul style="list-style-type: none"> <li>• Converted to recycled water irrigation 2009</li> <li>• Playground and surface 2020</li> </ul>                                                                |                                                                                                                                | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• \$50,000</li> </ul>                                                                    |
| <b>Parc Metro West<br/>(2009)</b>                 | New Project<br>Not in CIP | Not Funded<br>(\$1.1M) |                                                                                                                                                                                                       | <ul style="list-style-type: none"> <li>• Play equipment repair</li> <li>• \$50,000</li> </ul>                                  | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Repaint mental fence</li> <li>• Repair drainage issues</li> <li>• \$200,000</li> </ul> |
| <b>Sunnyhills Albert Augustine Jr.<br/>(1963)</b> | New Project<br>Not in CIP | Not Funded<br>(\$6.2M) | <ul style="list-style-type: none"> <li>• Pathway repairs 2011</li> <li>• Installed pathways 2017</li> <li>• Converted to recycled water irrigation 2017</li> <li>• Public Art repairs 2020</li> </ul> | <ul style="list-style-type: none"> <li>• Playground and surface repairs</li> <li>• \$290,000</li> </ul>                        | <ul style="list-style-type: none"> <li>• Replace site amenities &amp; furnishings</li> <li>• Refurbish restroom</li> <li>• Repair playground fence</li> <li>• \$360,000</li> </ul>  |



## CITY OF MILPITAS AGENDA REPORT (AR)

|                               |                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item Title:</b>            | <b>Review list of agenda item requests from individual Councilmembers and provide direction to staff on each of the items in Groups 1 and 2.</b>                                                                                                                                                                                                                  |
| <b>Category:</b>              | Leadership and Support Services                                                                                                                                                                                                                                                                                                                                   |
| <b>Meeting Date:</b>          | 8/5/2021                                                                                                                                                                                                                                                                                                                                                          |
| <b>Staff Contact:</b>         | <b>Ashwini Kantak, Assistant City Manager, 408-586-3053</b><br><b>Walter C. Rossmann, Deputy City Manager, 408-586-3012</b>                                                                                                                                                                                                                                       |
| <b><u>Recommendation:</u></b> | <ol style="list-style-type: none"> <li>1. Review list of agenda item requests from individual Councilmembers and provide direction to staff, by majority voice vote, on which Group 1 and Group 2 items should be advanced.</li> <li>2. Provide requested clarification and direction to staff on Group 1 items that receive majority vote to advance.</li> </ol> |

### **Background:**

At City Council meetings, under the Announcements section, individual Councilmembers request items they would like the full Council to consider. These items are placed on a list for a future Council discussion and action. On January 19, 2021, at the City Council special meeting, in order to streamline the process, Council provided direction to staff to bring forward individual Council agenda item requests to Council on a quarterly basis. On February 2, Council reviewed over 70 Council agenda item requests and directed staff to bring back information on nine items for additional discussion. On March 16, staff presented information on estimated costs, resources, and any relevant considerations for these nine items and received Council direction. Detailed information is available through the links below:

[March 16, 2021 Council Meeting Agenda](#)

[March 16, 2021 Council Meeting Minutes](#)

Staff is now bringing forward the next quarterly prioritization of items that were requested by Council since March 2021.

### **Analysis:**

Similar to the prior prioritization process, the agenda item requests have been listed with the following information: name of Councilmember making the request, date of request, lead and supporting departments, Council priority area(s) and item status. Since many of these requests have not yet been discussed in detail, staff has made an attempt to note alignment with Council priority areas to the extent possible but recognize that these will need to be updated based on input from the Councilmembers making the specific requests.

A total of 60 items, some of which were discussed during the prior prioritization discussion, have been grouped into four categories differentiated by level of effort and status of the agenda request as outlined below:

**Group 1** – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources (17 items).

**Group 2** – Items that have not been initiated but will require less than 4 hours of staff work (3 items).

**Group 3** – Items that are currently underway and/or already included in workplan (10 items).

**Group 4** – Items that have been completed, postponed indefinitely, or withdrawn (30 items).

Staff has included additional information about Group 1 items as part of this staff report, however, some items may still need additional clarification from the requesting Councilmembers. It is important to note that the

Adopted FY 21-22 budget eliminated or defunded 23.75 positions, thus reducing the workforce by approximately 5%. Furthermore, with the new projects and programs that are anticipated to be funded by the \$16.7 million of American Rescue Plan Act funding, as well as additional work items associated with the COVID-19 pandemic, staff capacity to take on new work items is limited. Taking this into consideration, Council may choose to defer some of the Group 1 items or have staff propose re-prioritization of other items to accommodate these new work plan items.

Similar to the meeting on March 16, staff has included detailed information for Group 1 items for discussion with the Council. When these items are discussed staff will seek a majority voice vote from the Council on which Group 1 items Council would like staff to move forward or bring back, if needed, with additional information on estimated costs and resource needs. Any items that do not receive a majority vote to be advanced will be removed from the list.

There is a total of 23 items since March 16, 2021. Of these 21 items, 17 items are in Group 1, three items are in Group 2, three items are in Group 3. Staff has prepared information for each of the Group 1 items such as lead and supporting departments, estimated resources and funding to complete the work, any additional staffing or funding needed, description of work effort, any actions taken to date, clarification or direction sought from Council, and other additional considerations including impacts on other workplan items.

The table below summarizes the most pertinent factors to advance the Group 1 items including the impact on other workplan items and funding needs for the current or next fiscal year. Of the 17 items, based on staff's recommendation, five do not require additional resources and the work can be absorbed by existing staff given staff's current understanding of the scope of work. For seven items, additional funding and/or resource needs still need to be determined, based on Council direction. The remaining five items have budgetary implications such as one-time or ongoing funding for the items or potential revenue loss. For FY 21-22, staff anticipates that the one-time cost for these five items amounts to \$141,700 and the ongoing cost amounts to \$250,000. Based on Council direction, staff will bring back additional cost and resource information for the items that receive direction to move forward.

As noted in the last column of the table below, staff seeks input on the workplan items to confirm or clarify the scope. Council's direction to proceed with any of the items is crucial to prioritize staff work and set expectations for completion of major staff work items across the organization.

| No. | Item                                                                                         | Additional Resources and/or Funding Needed          | Impact on other Workplan Items                          | Council Direction Needed                                                                   |
|-----|----------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1.  | ADU workshop in September/October                                                            | \$10,000 for 80+ hours of staff time                | None, if proposed timeline of Winter 2021 is approved   | Confirmation of proposed timeline of Winter 2021, target audience                          |
| 2.  | Clean-up on Earth Day                                                                        | TBD, based on Council direction                     | TBD, based on Council direction                         | Confirmation that this event will be designated as the April Beautify Milpitas event       |
| 3.  | Create a mural for the Veterans                                                              | \$12,500 (could be eligible for Public Art funding) | None, if proposed timeline of November 2022 is approved | Direction on location and themes, timeline and incorporation of the proposed Mural Program |
| 4.  | Discuss a policy that makes human trafficking training mandatory in the hospitality industry | TBD                                                 | TBD                                                     | Scope of policy based on information provided on hospitality industry                      |



|     |                                                                                                                                                                            |                                                                                                                                                                                            |                                                                                                                                        |                                                                                                                               |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 5.  | Discussion to recognize Juneteenth as a City holiday for City employees                                                                                                    | TBD based on Council direction                                                                                                                                                             | Some impact to other work being done by Human Resources Director                                                                       | Direction needed as to whether Council would like to add a holiday or swap it with a floating holiday.                        |
| 6.  | Explore opportunity housing and prohibit single family zoning                                                                                                              | None for opportunity housing if scope of work funded by \$300,000 LEAP grant is acceptable to Council; funding for single family zoning is TBD, based on Council direction and legislation | None for opportunity housing if proposed scope is acceptable; TBD for single family zoning, based on Council direction and legislation | Confirm scope of opportunity housing item; provide additional direction on single family zoning citywide or in specific areas |
| 7.  | 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 | \$100,000 (from CIP #7126); up to \$250,000 annually from the Water Fund to continue programs beyond the pilot                                                                             | None                                                                                                                                   | None                                                                                                                          |
| 8.  | Increase the number of local businesses doing business with the City                                                                                                       | TBD                                                                                                                                                                                        | TBD                                                                                                                                    | Direction on program, based on legal considerations noted                                                                     |
| 9.  | Job fair with 20 local businesses held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support                    | None, if proposed \$200,000 in American Rescue Plan Funding to the Chamber is approved                                                                                                     | Minimal impact, assuming the Chamber will lead work on the event                                                                       | None                                                                                                                          |
| 10. | Memorialize those that have passed due to COVID-19 in Milpitas                                                                                                             | TBD based on Council direction                                                                                                                                                             | TBD based on Council direction                                                                                                         | Specific direction about type and timing of event                                                                             |
| 11. | Mini-libraries in the low-income areas of the City.                                                                                                                        | TBD based on Council direction                                                                                                                                                             | TBD based on Council direction                                                                                                         | Clarify City role and funding. Should City partner with Library or other non-profits?                                         |
| 12. | Partner with the Chamber of Commerce to promote the City with a City event like an Art and Wine Festival, Rancho Days, Little Cornfield's day, or Frontier day             | None, if proposed \$200,000 in American Rescue Plan Funding to the Chamber is approved                                                                                                     | Minimal impact, assuming the Chamber will work with an event organizer and lead work on the event                                      | None                                                                                                                          |

|     |                                                                                    |                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13. | Pilot neighborhood association program                                             | No additional resources needed with a very limited pilot program; however, Recreation staffing has been significantly reduced. Combined with ARPA funded programs, the Mural program, and other programs such as this pilot, restoring of permanent staffing is necessary. | With a very limited pilot program, no impact is expected.                                                                                                                                                                                                                   | Staff seeks Council clarification to confirm that the intent of the referral is appropriately captured.                                                                                                                                                                                                                                                                                                                                                                              |
| 14. | Reduce the City's Senior Center rental deposit for the Auditorium / Community Room | None                                                                                                                                                                                                                                                                       | Minimal Impact. Reducing the deposit fees for Senior Center rentals will require an amendment to the FY 2021-2022 Master Fee Schedule, changes to rental paperwork and marketing, and messaging to prospective members of the public.                                       | The current rental deposit fee at the Senior Center for the Auditorium/ Community room is set at \$750 to recuperate potential damage to City equipment including the full-size catering kitchen. The fee is in line with other rental facility deposit fees for similar facilities in the region. Staff requests that the Council clarify whether the deposit should be reduced, and if so, align any reductions to the existing priority levels or to address other circumstances. |
| 15. | Rose garden with a children's memorial site                                        | Funding source and cost is unknown, but estimated \$100K+, even for a modest-sized garden and dedication monument on already-irrigated City property.                                                                                                                      | With the current staffing complement dedicated to funded and potential ARPA projects, if the Council advances this project, there will be sufficient staff capacity to start the project in FY 2023-24 or with a sooner start date funded projects will have to be delayed. | Based on staff recommendations and considerations, it is requested that Council provide clarification on the vision for a memorial site, including desired location, landscaping, and expectation of a public art piece or simply a plaque, and whether it would be generic in nature or if there would be names of specific children.                                                                                                                                               |

|     |                                                                                                                              |                                                                                                                |      |                                                                                                                       |
|-----|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------|
| 16. | Signs in key areas of the City to welcome people to Milpitas                                                                 | TBD                                                                                                            | TBD  | Confirm Council is ok with staff bringing forward recommendations for location and content                            |
| 17. | Sliding scale permitting program for seniors and low-income residence for necessary safety renovations (FY 21-22 discussion) | \$19,200 for set up and staff work, amount for permit subsidy is TBD and will be determined upon further study | None | Seeking Council direction on whether to evaluate modifying the Milpitas Assistance Program or establish a new program |

### **Next Steps**

Based on Council direction, staff will bring back any needed additional information on Group 1 items. The next quarterly prioritization will be scheduled in November/December 2021.

### **Policy Alternative:**

Not applicable

### **Fiscal Impact:**

Of the 17 Group 1 items, staff is estimating one-time costs of \$141,700 and an ongoing cost of \$250,000 for five of the items. Five items are not anticipated to require additional funding or resources, based on staff's understanding of the items, and seven items need additional clarification and direction from Council.

### **California Environmental Quality Act:**

This item is not a Project under CEQA in accordance with CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) as it can be seen with certainty that a general discussion of funding priorities by the City Council will not have a significant effect on the environment. Further, the item is also not a Project pursuant to CEQA Guidelines Section 15378(b)(4) as it is a government fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Although the use of funding will be discussed for various potential projects, any project scope and potential environmental analysis would be speculative to analyze at this time and future environmental analysis will be conducted for the various potential projects prior to the City making any commitment or approval of any project.

### **Recommendation:**

1. Review list of agenda item requests from individual Councilmembers and provide direction to staff, by majority voice vote, on which Group 1 and Group 2 items should be advanced.
2. Provide requested clarification and direction to staff on Group 1 items that receive a majority vote to advance.

### **Attachments:**

1. List of Councilmember Agenda Item Requests
2. Information on Group 1 items

## COUNCIL PRIORITY AREAS

|                                                                                     |                                                  |                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Community Wellness and Open Space</b>         | Continue to provide parks and amenities for people of all ages and abilities to enjoy higher levels of physical and mental health.                                                                                                                 |
|    | <b>Economic Development and Job Growth</b>       | Continue to strengthen our economic foundations that support community prosperity and opportunity while ensuring a sustainable and livable city.                                                                                                   |
|    | <b>Environment</b>                               | Promote a sustainable community and protect the natural environment.                                                                                                                                                                               |
|    | <b>Governance and Administration Environment</b> | Continue to streamline processes for enhanced service and remain committed to long-term fiscal discipline and financial stewardship.                                                                                                               |
|    | <b>Neighborhoods and Housing</b>                 | Continue to explore innovative approaches to incentivize affordable housing projects, collaborate with key stakeholders to care for our most vulnerable populations, and support and engage neighborhoods through dedicated programs and services. |
|  | <b>Public Safety</b>                             | Continue to invest in police and fire protection, in partnership with our community.                                                                                                                                                               |
|  | <b>Transportation and Transit</b>                | Continue to seek and develop collaborative solutions to meet the transportation challenges facing our community and our region.                                                                                                                    |

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No.                                                                                                                                                    | Topic                                                                                                                                                                      | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office                  | Council Priority Area(s)                                                                                                                                                | Status                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.</b> |                                                                                                                                                                            |              |                |                                                     |                                     |                                                                                                                                                                         |                                                                                                             |
| 1                                                                                                                                                      | ADU workshop in September/October                                                                                                                                          | Chua         | 6/15/2021      | Yes                                                 | Planning, Building Safety & Housing |   | To be discussed at 8/5/2021 Council meeting                                                                 |
| 2                                                                                                                                                      | Clean-up on Earth Day                                                                                                                                                      | Montano      | 4/20/2021      | Yes                                                 | PW                                  |   | To be discussed at 8/5/2021 Council meeting                                                                 |
| 3                                                                                                                                                      | Create a mural for the Veterans                                                                                                                                            | Montano      | 6/1/2021       | Yes                                                 | Recreation                          |                                                                                      | Could be discussed as part of the mural program item that will be brought forward to Council in August 2021 |
| 4                                                                                                                                                      | Discuss a policy that makes human trafficking training mandatory in the hospitality industry                                                                               | Dominguez    | 4/20/2021      | Yes                                                 | CMO, CAO                            |                                                                                      | To be discussed at 8/5/2021 Council meeting                                                                 |
| 5                                                                                                                                                      | Discussion to recognize Juneteenth as a City holiday for City employees                                                                                                    | Phan         | 6/21/2021      | No                                                  | HR                                  |                                                                                      | To be discussed at 8/5/2021 Council meeting                                                                 |
| 6                                                                                                                                                      | Explore opportunity housing and prohibit single family zoning                                                                                                              | Phan         | 2/16/2021      | Yes                                                 | CMO, CAO, BSH, Planning             |                                                                                     | To be discussed at 8/5/2021 Council meeting                                                                 |
| 7                                                                                                                                                      | 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         | 6/15/2021      | Yes                                                 | PW                                  |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 8                                                                                                                                                      | Increase the number of local businesses doing business with the City                                                                                                       | Chua         | 4/6/2021       | Yes                                                 | CMO, ED, Finance                    |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 9                                                                                                                                                      | Job fair with 20 local businesses held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support                    | Chua         | 6/1/2021       | Yes                                                 | ED                                  |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 10                                                                                                                                                     | Memorialize those that have passed due to COVID-19 in Milpitas                                                                                                             | Dominguez    | 3/2/2021       | Yes                                                 | CMO, Recreation                     |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 11                                                                                                                                                     | Mini-libraries in the low-income areas of the City                                                                                                                         | Montano      | 4/20/2021      | Yes                                                 | Planning                            |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No.                                                                                                  | Topic                                                                                                                                                          | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office             | Council Priority Area(s)                                                              | Status                                      |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------|
| 12                                                                                                   | Partner with the Chamber of Commerce to promote the City with a City event like an Art and Wine Festival, Rancho Days, Little Cornfield's day, or Frontier day | Montano      | 6/1/2021       | Yes                                                 | ED, Recreation                 |    | To be discussed at 8/5/2021 Council meeting |
| 13                                                                                                   | Pilot neighborhood association program                                                                                                                         | Dominguez    | 4/6/2021       | Yes                                                 | Recreation, CMO, CAO           |    | To be discussed at 8/5/2021 Council meeting |
| 14                                                                                                   | Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room                                                                           | Montano      | 5/4/2021       | Yes                                                 | Recreation, Finance            |    | To be discussed at 8/5/2021 Council meeting |
| 15                                                                                                   | Rose garden with a children's memorial site                                                                                                                    | Montano      | 4/6/2021       | Yes                                                 | Recreation, Engineering        |    | To be discussed at 8/5/2021 Council meeting |
| 16                                                                                                   | Signs in key areas of the City to welcome people to Milpitas                                                                                                   | Montano      | 4/6/2021       | Yes                                                 | CMO, Planning, Engineering     |    | To be discussed at 8/5/2021 Council meeting |
| 17                                                                                                   | Sliding scale permitting program for seniors and low-income residence for necessary safety renovations (FY 21-22 discussion)                                   | Tran         | 5/4/2021       | Yes                                                 | Building/Housing, Recreation   |    | To be discussed at 8/5/2021 Council meeting |
| <b>Group 2 – items that have not been initiated but will require less than 4 hours of staff time</b> |                                                                                                                                                                |              |                |                                                     |                                |                                                                                       |                                             |
| 18                                                                                                   | Presentation to Council on how Milpitas is addressing street racing                                                                                            | Dominguez    | 6/21/2021      | No                                                  | PD                             |  | Info Memo to be sent to Council             |
| 19                                                                                                   | Proclaim August 21 as yard sale day in the City of Milpitas                                                                                                    | Dominguez    | 6/8/2021       | No                                                  | CMO                            |  | To be discussed at 8/5/2021 Council meeting |
| 20                                                                                                   | Provide information on a landmark policy for the City of Milpitas                                                                                              | Tran         | 3/16/2021      | No                                                  | CMO, CAO, Planning, Recreation |  | Info Memo to be sent to Council             |



**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No.                                                                                    | Topic                                                                              | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office                  | Council Priority Area(s)                                                                                                                                                                                                                                    | Status                                                                                                                                               |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Group 3 – items that are currently underway and/or already included in workplan</b> |                                                                                    |              |                |                                                     |                                     |                                                                                                                                                                                                                                                             |                                                                                                                                                      |
| 21                                                                                     | Amend Accessory Dwelling Units (ADU) ordinance to address unpermitted ADUs         | Chua         | 1/5/2021       | Yes                                                 | Building/Housing, Planning          |                                                                                                                                                                          | Work is underway to create Safe ADU Legalization Program per Council majority vote on 3/16/2021. No Ordinance amendment is necessary                 |
| 22                                                                                     | Amend ordinance to remove affordable housing in-lieu fee                           | Chua         | 12/15/2020     | Yes                                                 | Building/Housing, CAO               |                                                                                                                                                                          | Agendized on 1/5/21, Info Memo sent on 1/5/2021; CC direction to agendize for further meeting                                                        |
| 23                                                                                     | Consider "Old Town" Main St. revitalization, funding, economic dev., improve area  | Montano      | 12/15/2020     | Yes                                                 | CMO, Planning, Engineering, Finance |    | Council provided direction to move forward with revitalization efforts on May 11, 2021. Staff is working on various items related to revitalization. |
| 24                                                                                     | Consider change in term limits for Mayor + Councilmembers                          | Montano      | 6/16/2020      | Yes                                                 | CMO, CAO                            |                                                                                                                                                                         | To be brought forward in Fall 2021                                                                                                                   |
| 25                                                                                     | Discuss impacts fees for Midtown                                                   | Montano      | 1/5/2021       | Yes                                                 | CMO, Planning, Engineering, Finance |                                                                                   | Work on Specific Plan to start Summer 2021                                                                                                           |
| 26                                                                                     | Emergency power resources during COVID-19                                          | Phan         | 1/19/2021      | N/A                                                 | Recreation, Fire                    |                                                                                                                                                                        | Email sent to Council on 5/31/2021                                                                                                                   |
| 27                                                                                     | Explore a mural program and provide information on the framework or best practices | Montano      | 3/16/2021      | N/A                                                 | Recreation                          |                                                                                                                                                                        | Draft Mural Program scheduled for Council consideration at the August 5, 2021 Council meeting                                                        |
| 28                                                                                     | Presentation to Council on the Fire Vehicle Replacement Plan.                      | Chua         | 6/21/2021      | No                                                  | Fire                                |                                                                                                                                                                        | Information will be provided with the August 5, 2021 ARPA funding staff report                                                                       |
| 29                                                                                     | Require implicit bias training for City Council, Commissioners & staff             | Dominguez    | 6/16/2020      | N/A                                                 | HR                                  |                                                                                                                                                                        | Approved 8/18/2020, target date Fall 2021                                                                                                            |

**MILPITAS CITY COUNCIL  
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August 5, 2021**

| No.                                                   | Topic                                                                                                                                | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office        | Council Priority Area(s)                                                                                                                                                    | Status                                                                                             |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 30                                                    | Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position | Tran         | 3/16/2021      | Yes                                                 | CMO, CAO                  |                                                                                          | Staff to return in Fall 2021 with additional information                                           |
| Group 4 – items that have been completed or withdrawn |                                                                                                                                      |              |                |                                                     |                           |                                                                                                                                                                             |                                                                                                    |
| 31                                                    | Amend ordinance to remove affordable housing in-lieu fee                                                                             | Chua         | 12/15/2020     | Yes                                                 | Building/Housing, CAO     |       | Received Council majority vote on 2/2/2021 and 3/16/2021; staff will bring forward in Winter 2021  |
| 32                                                    | BMR Homes sub-lease option during COVID-19                                                                                           | Chua         | 1/19/2021      | No                                                  | CAO, Building and Housing |                                                                                          | Info Memo sent on 4/26/2021                                                                        |
| 33                                                    | Bring back update report & discuss status of playing fields for girls' softball in Milpitas                                          | Dominguez    | 10/20/2020     | N/A                                                 | CMO, Recreation           |       | Discussed on 02/11/2021, amended JUA for Russell approved on 6/15/2021                             |
| 34                                                    | Community Workforce Agreement (PLA)                                                                                                  | Phan         | 2/18/2020      | Yes                                                 | CMO, CAO, Engineering     |                                                                                          | Council voted to remove this item from the list on 2/02/2021 per CM Phan's request                 |
| 35                                                    | Consider Community Museum and Park on Main St.                                                                                       | Phan         | 8/20/2019      | N/A                                                 | CMO                       |   | To be considered as part of Specific Plan process                                                  |
| 36                                                    | Consider naming "Milpitas Hills"                                                                                                     | Dominguez    | 10/20/2020     | Yes                                                 | Econ. Dev.                |   | Deferred indefinitely on 2/02/2021; did not receive a majority vote from 2/02/2021 council meeting |
| 37                                                    | Consider satellite consular offices (post Covid)                                                                                     | Montano      | 6/2/2020       | Yes                                                 | CMO                       |                                                                                        | Deferred indefinitely per VM Montano's request on 2/02/2021 council meeting                        |
| 38                                                    | Discuss a "safety first" or other event in lieu of National Night Out (per CAC)                                                      | Phan         | 10/20/2020     | Yes                                                 | Building/Housing, Police  |                                                                                        | Remove from the list per CM Phan's request on 2/02/2021 council meeting                            |

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No. | Topic                                                                         | Requested By | Date Requested                                          | Requires more than 4 hours of additional staff time | Department/ Office                   | Council Priority Area(s)                                                                                                                                                    | Status                                                                                                                                                                                                     |
|-----|-------------------------------------------------------------------------------|--------------|---------------------------------------------------------|-----------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39  | Discussion of Minute Man as City's image, when City branding comes back       | Phan         | 8/18/2020                                               | N/A                                                 | CMO                                  |       | Staff and consultant presented the item on 5/4/2021, due to the late hour it was deferred to a future meeting. However, Council provided input that the Minute Man discussion will not be pursued further. |
| 40  | Discussion/staff report on Beautify Milpitas, graffiti abatement, resources   | Montano      | 6/30/2020                                               | Yes                                                 | CMO, PW                              |       | City Council approved the Beautify Milpitas program on June 1, 2021                                                                                                                                        |
| 41  | Economic Development Corporation (EDC)                                        | Montano      | 12/15/2020,<br>01/05/2021,<br>01/19/2021,<br>01/26/2021 | Yes                                                 | CMO, Econ. Dev.                      |                                                                                          | Deferred on 4/20/2021                                                                                                                                                                                      |
| 42  | Establish "ADU Mondays"                                                       | Chua         | 1/5/2021                                                | No                                                  | Building/Housing, Planning           |       | Launched in March 2021                                                                                                                                                                                     |
| 43  | Establish a Day Worker Program                                                | Montano      | 6/16/2020                                               | Yes                                                 | CMO                                  |   | Mayor & Vice Mayor to brainstorm in future; Council voted to remove this item from the list on 2/02/2021 per VM Montano's request                                                                          |
| 44  | Form "Beautify Milpitas" subcommittee - for a future Task Force or Commission | Chua         | 12/15/2020                                              | Yes                                                 | CMO, PW                              |   | Council approved the Beautify Milpitas program on June 1, 2021. No subcommittee to be formed.                                                                                                              |
| 45  | No on possible ban on vaping, yes on restricting smoking in multi-unit bldgs  | Montano      | 1/7/2020                                                | Yes                                                 | Planning, Rec. & Comm. Services, CAO |   | Ordinance for multi-unit buildings adopted on 6/15/2021                                                                                                                                                    |
| 46  | Ordinance to ban vaping in the City                                           | Montano      | 12/15/2020                                              | Yes                                                 | Planning, Rec. & Comm. Services, CAO |                                                                                        | Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Policy related to access to products will be brought forward in Fall/Winter 2021.                                       |

**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No. | Topic                                                                      | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office | Council Priority Area(s)                                                                                                                                                                                                                                          | Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|----------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 47  | Performance Evaluation (Contract) of City Attorney                         | Tran         | 1/5/2021       | N/A                                                 | Council, CAO       |                                                                                                                                                                                | Multiple Council closed session discussions held. Council voted to move to a full time in-house City Attorney on 6/21, additional direction on next steps to be provided to staff in August.                                                                                                                                                                                                                                                                                                                                     |
| 48  | PG&E power outage plan presentation to Council                             | Tran         | 1/19/2021      | No                                                  | CMO                |                                                                                                                                                                                | Presented to Council on 3/16/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 49  | Plan to put utility fines into a fund to help small businesses in the City | Montano      | 12/15/2020     | N/A                                                 | Finance            |                                                                                                                                                                              | Directed staff on 2/02/2021 to approve policy recommendations temporarily suspending penalties for delinquent fire permit fees, and delay or waive business lic. tax collections but no direction to create a separate fund. On 2/16/2021 Council approved waiving business license penalty between Jan 1 - May 31, 2021. Also, the utility late fee and water shut off have been suspended consistent with State Emergency Order (through Sept 31, 2021). Also, Council is appropriating ARPA funds to assist small businesses. |
| 50  | Pollination protection                                                     | Dominguez    | 1/5/2021       | Yes                                                 | CMO                |    | Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021 council meeting                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 51  | Postponement (not waiver) of penalties related to City business fees       | Tran         | 1/5/2021       | N/A                                                 | Finance            |                                                                                                                                                                              | On 2/16/2021 Council approved waiving penalties until May 31. The suspension of penalties is now no longer in effect.                                                                                                                                                                                                                                                                                                                                                                                                            |

**MILPITAS CITY COUNCIL  
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August 5, 2021**

| No. | Topic                                                                                    | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office        | Council Priority Area(s)                                                                                                                                                                                                                                    | Status                                                                                                                                                                                            |
|-----|------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52  | Propose building height limits in area east of Milpitas Blvd.                            | Tran         | 12/15/2020     | Yes                                                 | Planning                  |                                                                                                                                                                          | Deferred for one year from 2/02/2021 Council meeting                                                                                                                                              |
| 53  | Request for Dumpster Days                                                                | Tran         | 1/7/2020       | N/A                                                 | PW                        |                                                                                       | Program initiated in Spring 2021                                                                                                                                                                  |
| 54  | Responsible Construction Ordinance                                                       | Phan         | 2/4/2020       | N/A                                                 | CAO, Building and Housing |                                                                                       | Ordinance adopted on 02/02/2021                                                                                                                                                                   |
| 55  | Review City policy on speed bumps                                                        | Tran         | 12/15/2020     | Yes                                                 | Engineering               |    | Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item in the                                                                                            |
| 56  | Revise Community Garden Strategy                                                         | Dominguez    | 1/5/2021       | Yes                                                 | Rec. & Comm. Services     |    | Deferred on 2/02/2021; did not receive a majority vote on 2/02/2021                                                                                                                               |
| 57  | Schedule and host a "Milpitas Business Expo" in late 2021                                | Chua         | 12/15/2020     | Yes                                                 | Econ. Dev.                |                                                                                                                                                                          | Did not receive a majority vote from 2/02/2021 council meeting                                                                                                                                    |
| 58  | Update on planning grant for ADU marketing.                                              | Chua         | 1/5/2021       | No                                                  | Planning                  |                                                                                                                                                                          | Presented to Council on 4/06/2021                                                                                                                                                                 |
| 59  | Update on trash problems in homeless camps                                               | Chua         | 1/19/2021      | No                                                  | PW                        |                                                                                       | Info Memo sent 1/24/2021                                                                                                                                                                          |
| 60  | Vaccine distribution plan - add testing locations and expedite mass vaccine distribution | Phan         | 1/19/2021      | Yes                                                 | CMO, Fire                 |                                                                                   | COVID-19 mobile testing transition to vaccine distribution info memo was sent on 1/22/2021; SCC and MFD launched mobile vaccination on 4/5/2021, in-home vaccination program started on 4/15/2021 |

**MILPITAS CITY COUNCIL  
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| No.                                                                                                                                                    | Topic                                                                                                                                                                      | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office                  | Council Priority Area(s)                                                                                                                                                | Status                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Group 1 – Items that have not been initiated; will require more than four hours of staff time; and may require additional funding or resources.</b> |                                                                                                                                                                            |              |                |                                                     |                                     |                                                                                                                                                                         |                                                                                                             |
| 1                                                                                                                                                      | ADU workshop in September/October                                                                                                                                          | Chua         | 6/15/2021      | Yes                                                 | Planning, Building Safety & Housing |   | To be discussed at 8/5/2021 Council meeting                                                                 |
| 2                                                                                                                                                      | Clean-up on Earth Day                                                                                                                                                      | Montano      | 4/20/2021      | Yes                                                 | PW                                  |   | To be discussed at 8/5/2021 Council meeting                                                                 |
| 3                                                                                                                                                      | Create a mural for the Veterans                                                                                                                                            | Montano      | 6/1/2021       | Yes                                                 | Recreation                          |                                                                                      | Could be discussed as part of the mural program item that will be brought forward to Council in August 2021 |
| 4                                                                                                                                                      | Discuss a policy that makes human trafficking training mandatory in the hospitality industry                                                                               | Dominguez    | 4/20/2021      | Yes                                                 | CMO, CAO                            |                                                                                      | To be discussed at 8/5/2021 Council meeting                                                                 |
| 5                                                                                                                                                      | Discussion to recognize Juneteenth as a City holiday for City employees                                                                                                    | Phan         | 6/21/2021      | No                                                  | HR                                  |                                                                                      | To be discussed at 8/5/2021 Council meeting                                                                 |
| 6                                                                                                                                                      | Explore opportunity housing and prohibit single family zoning                                                                                                              | Phan         | 2/16/2021      | Yes                                                 | CMO, CAO, BSH, Planning             |                                                                                     | To be discussed at 8/5/2021 Council meeting                                                                 |
| 7                                                                                                                                                      | 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         | 6/15/2021      | Yes                                                 | PW                                  |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 8                                                                                                                                                      | Increase the number of local businesses doing business with the City                                                                                                       | Chua         | 4/6/2021       | Yes                                                 | CMO, ED, Finance                    |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 9                                                                                                                                                      | Job fair with 20 local businesses held soon and an additional one in the fall with the Chamber taking a larger role and the City providing some support                    | Chua         | 6/1/2021       | Yes                                                 | ED                                  |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 10                                                                                                                                                     | Memorialize those that have passed due to COVID-19 in Milpitas                                                                                                             | Dominguez    | 3/2/2021       | Yes                                                 | CMO, Recreation                     |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |
| 11                                                                                                                                                     | Mini-libraries in the low-income areas of the City                                                                                                                         | Montano      | 4/20/2021      | Yes                                                 | Planning                            |                                                                                    | To be discussed at 8/5/2021 Council meeting                                                                 |



**MILPITAS CITY COUNCIL  
AGENDA ITEM REQUESTS  
August 5, 2021**

| No. | Topic                                                                                                                                                          | Requested By | Date Requested | Requires more than 4 hours of additional staff time | Department/ Office           | Council Priority Area(s)                                                            | Status                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|-----------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|
| 12  | Partner with the Chamber of Commerce to promote the City with a City event like an Art and Wine Festival, Rancho Days, Little Cornfield's day, or Frontier day | Montano      | 6/1/2021       | Yes                                                 | ED, Recreation               |  | To be discussed at 8/5/2021 Council meeting |
| 13  | Pilot neighborhood association program                                                                                                                         | Dominguez    | 4/6/2021       | Yes                                                 | Recreation, CMO, CAO         |  | To be discussed at 8/5/2021 Council meeting |
| 14  | Reduce the City's Senior Center facilities deposit for the Auditorium/Community Room                                                                           | Montano      | 5/4/2021       | Yes                                                 | Recreation, Finance          |  | To be discussed at 8/5/2021 Council meeting |
| 15  | Rose garden with a children's memorial site                                                                                                                    | Montano      | 4/6/2021       | Yes                                                 | Recreation, Engineering      |  | To be discussed at 8/5/2021 Council meeting |
| 16  | Signs in key areas of the City to welcome people to Milpitas                                                                                                   | Montano      | 4/6/2021       | Yes                                                 | CMO, Planning, Engineering   |  | To be discussed at 8/5/2021 Council meeting |
| 17  | Sliding scale permitting program for seniors and low-income residence for necessary safety renovations (FY 21-22 discussion)                                   | Tran         | 5/4/2021       | Yes                                                 | Building/Housing, Recreation |  | To be discussed at 8/5/2021 Council meeting |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  | <b>Requested by:</b>                      |  |
| ADU Workshop in September / October                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  | Councilmember Chua                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| Planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | Building Safety and Housing               |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                            | Winter 2021                      | Approximately \$10,000                    |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |                                           |  |
| <p>This referral will be a coordination between the Departments of Planning and Building Safety and Housing to plan, organize, facilitate, and promote a public workshop. Total estimated work hours required by all staff are 80+ hours, or approximately \$10,000.</p>                                                                                                                                                                                                                                                                                                     |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
| <p>A variety of ADU resources are now available on the 'ADU Corner' area of the City's website (<a href="https://www.ci.milpitas.ca.gov/adu/">https://www.ci.milpitas.ca.gov/adu/</a>). Staff is currently developing a more concise ADU toolkit that will be available on the City's website in the fall. The workshop would provide an overview of these resources. In addition, the Building Safety and Housing Department will provide an overview of the Safe ADU Legalization Program to legalize and improve safety of existing ADUs constructed without permits.</p> |                                  |                                           |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                           |  |
| <p>Staff seeks Council clarification that the target audience for the ADU Workshop is Milpitas residents, architects, engineers, contractors, and real estate professionals to help the community become familiar with the new features and functionality of the City's ADU programs.</p>                                                                                                                                                                                                                                                                                    |                                  |                                           |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                           |  |
| <p>Given the many other ADU related work efforts staff would like to propose hosting this event in winter 2021 instead of the requested timeline of September/October. ADU workshop will be held to educate the community about the ADU toolkit and the Safe ADU Legalization Program.</p>                                                                                                                                                                                                                                                                                   |                                  |                                           |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  | <b>Requested by:</b>                      |  |
| Clean-Up on Earth Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  | Vice Mayor Montano                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  | Recreation and Community Services         |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | April 2022                       | TBD depending on scale of event           |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                           |  |
| <p>Earth Day, April 22, is an internationally recognized day dedicated to raising awareness and activism in protecting the environment. Consistent with pre-pandemic Earth Day celebrations, for the 2022 Earth Day, staff are planning to host an in-person resource fair and continue with social media public education. Staff are also planning on hosting a community tree planting event as part of the 2022 Earth Day event, since Arbor Day is celebrated on April 29 of each year.</p> <p>Creek Litter Cleanups are typically held in May and September of each year, to align with statewide cleanup events. National River Cleanup Day is usually held on the third Saturday in May and Coastal Cleanup Day is usually held on the third Saturday in September.</p> <p>At the June 1, 2021 City Council meeting, the City Council approved the expansion of the Beautify Milpitas program from six to twelve events. Through the “Beautify Milpitas” Program, staff organizes ongoing volunteer litter and graffiti abatement events with a focus on parks and creeks, providing necessary supplies to volunteers and offering opportunities for youth to earn required community service hours. Council also approved that the September event would be a citywide event aligned with the National Clean-Up Day. The incremental cost of \$25,000 per year for the next four years is funded as an allocation from American Rescue Plan Act funds.</p> <p>To respond to this Council referral, Staff recommends incorporating the Beautify Milpitas event scheduled for April 2022 into Earth Day activities. If the City Council seeks to expand the Beautify Milpitas event into a community litter cleanup event, additional funding may be needed including temporary staff to plan, coordinate, and promote the event as well as additional litter pick up kits, promotional expenses, and staff time.</p> |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                           |  |
| N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

| Council Clarification/Further Direction Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <ol style="list-style-type: none"><li>1. Should staff organize a clean-up event on one site consistent with the Beautify Milpitas program or expand the event into a community litter cleanup event, which would be the second community-wide litter cleanup event</li><li>2. Should staff organize the Earth Day clean-up event for April 22 each year, the official day of celebration, or keep the clean-up event on the third Saturday of the month consistent with the Beautify Milpitas program. For 2022, April 22 falls on a Friday and the clean-up event would be organized on April 16, kicking off the Earth Day celebrations.</li></ol> |
| Other Considerations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   | <b>Requested by:</b>                        |  |
| Create a Mural for Veterans                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   | Vice Mayor Montano                          |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   | <b>Supporting Department(s)/Office(s)</b>   |  |
| Recreation & Community Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                                             |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Completion Date</b>  | <b>Funding Needed</b>                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | November 2022 (near Veterans Day) | \$12,500 (eligible Public Art Fund expense) |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                   |                                             |  |
| <p>At the August 5<sup>th</sup> City Council meeting, Council is scheduled to consider a draft Mural Program, which outlines a process for site selection, artist selection, Arts Commission and Council approval. In addition, staff recommends review of designs by the Veterans Commission for this referral project.</p> <p>The draft program recommends four murals per year at an estimated cost of \$50,000. If the program is approved by Council, staff recommends that the veterans' mural is one the four murals for the first year of the program.</p> |                                   |                                             |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                   |                                             |  |
| Not started                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |                                             |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |                                             |  |
| Staff requests any Council direction regarding location or themes it wishes to see incorporated. Depending on the location of the mural, the cost may be in excess of \$12,500.                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                                             |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |                                             |  |
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**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | <b>Requested by:</b>                      |  |
| Policy on Human Trafficking Training as Mandatory (in the Hospitality Industry)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  | Councilmember Dominguez                   |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| City Manager's Office, City Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  | Police                                    |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TBD                              | TBD                                       |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
| TBD based on Council direction regarding scope of policy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                                           |  |
| <p>Based on the request, and after consulting with the City Attorney's Office, there may be a preemption issue preventing the City from imposing a requirement that the hospitality industry train its workers in human trafficking as there are currently two laws that apply in this area.</p> <p>The first, SB 970, which added Section 12950.3 to the Government Code, requires hotels and motels to provide at least 20 minutes of classroom or other effective interactive training and education regarding human-trafficking awareness to each employee who is likely to interact or come into contact with victims of human trafficking. Employees required to receive training are those who have recurring interactions with the public, including those working in the reception area, performing housekeeping duties, helping customers move their belongings, and driving customers. This training must be completed by January 1, 2020 for workers employed as of July 1, 2019, and within six months of hire for workers employed after July 1, 2019.</p> <p>After January 1, 2020, employers must provide training to existing employees every two years and within six months of hire for new employees. This training must include:</p> <ol style="list-style-type: none"> <li>1. the definition of human trafficking and commercial exploitation of children</li> <li>2. guidance on how to identify victims or those at risk</li> <li>3. an explanation of the difference between labor and sex trafficking, or the difference between the use of force, fraud, or coercion to compel a person into labor and commercial sex acts against his or her will, specific to the hotel sector</li> <li>4. guidance on the role of hospitality employees in reporting and responding to human trafficking and</li> <li>5. the contact information of appropriate agencies.</li> </ol> |                                  |                                           |  |



**City Council Referral**  
(requires more than 4 hours of staff time)

Businesses that fail to comply with this section may face an order requiring compliance from the Department of Fair Employment and Housing.

California also enacted AB 2034, which amended Section 52.6 of the Civil Code to require certain businesses, including hotels, motels, bed and breakfast inns, and several other types of business establishments, to post compliant notices in a conspicuous place, either near a public entrance or at a place in clear view of both employees and the public where other similar notices are posted. The bill identifies the specific language that must be included in the posted notice.

Based on the above, the Councilmember was open to continuing to explore ways in which the City can address human trafficking with one option for the City to train its own employees that may come into contact with human trafficking situations. This may include departments such as the Police Department, Fire Department, Building Safety and Housing, Public Works, and Engineering.

**Council Clarification/Further Direction Requested**

Staff is seeking direction from the City Council on if it wants to explore ways in which the City can address human trafficking with one option for the City to train its own employees that may come into contact with human trafficking situations.

**Other Considerations**

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                 |                                  | <b>Requested by:</b>                                                                                                                                           |
| Discussion to recognize Juneteenth as a City holiday for City employees                                                                                                                                                       |                                  | Councilmember Phan                                                                                                                                             |
| <b>Lead Department/Office</b>                                                                                                                                                                                                 |                                  | <b>Supporting Department(s)/Office(s)</b>                                                                                                                      |
| Human Resources                                                                                                                                                                                                               |                                  | Finance                                                                                                                                                        |
| <b>Council Priority Areas</b>                                                                                                                                                                                                 | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                                                                                                                                          |
|                                                                                                                                              | TBD                              | Impact in terms of productivity is approximately \$380,000 and additional pay for holiday in-lieu is \$80,000, if this is established as an additional holiday |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                    |                                  |                                                                                                                                                                |
| Review/Analysis of labor agreements to determine impacts of adding additional holiday. Draft proposed language and negotiate with the City's five labor groups, discussions with the Unrepresented employee group.            |                                  |                                                                                                                                                                |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                          |                                  |                                                                                                                                                                |
| Not initiated at this time                                                                                                                                                                                                    |                                  |                                                                                                                                                                |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                      |                                  |                                                                                                                                                                |
| Since this is an item related to labor negotiations, direction needed as to whether Council would like to discuss the matter further in Closed Session at which time options can be discussed and further direction provided. |                                  |                                                                                                                                                                |
| <b>Other Considerations</b>                                                                                                                                                                                                   |                                  |                                                                                                                                                                |
| If directed to proceed, other considerations will be discussed in Closed Session.                                                                                                                                             |                                  |                                                                                                                                                                |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | <b>Requested by:</b>                                                                                                                                                         |
| Explore Opportunity Housing and Prohibit Single Family Zoning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | Councilmember Phan                                                                                                                                                           |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | <b>Supporting Department(s)/Office(s)</b>                                                                                                                                    |
| Planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  | Building Safety and Housing, City Attorney                                                                                                                                   |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ongoing                          | \$300K LEAP grant received, no additional funding needed for opportunity housing if Council is ok with proposed scope; additional funding needs TBD for single family zoning |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                                                                              |
| Continue to monitor related legislation (SB9, SB10) at the state level. Prepare policy and amend Zoning Ordinance to create Housing Opportunity Zone (HOZ) Overlay District to streamline and incentivize the production of housing. Extensive community engagement will be needed to explore prohibiting single family zoning.                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |                                                                                                                                                                              |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                  |                                                                                                                                                                              |
| <p>The City received \$300K in non-competitive grant funding under the Local Early Action Planning Grants Program (LEAP) to streamline zoning regulations and accelerate housing production in areas of the City prioritized for housing by the General Plan Update. Specifically, the City will create a new Housing Opportunity Zone (HOZ) overlay district within the Zoning Ordinance and establish objective design standards and streamline and incentivize housing production within defined geographic areas. Will be aligned with Metro and Gateway Specific Plans and could be developed concurrently with the Housing Element.</p> <p>Staff will continue to monitor the status of SB9 and SB10 at the state level.</p> |                                  |                                                                                                                                                                              |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                                                                                                                                                                              |
| Staff is seeking additional clarification from Council. Does current work on HOZ's funded by LEAP meet the Council's direction on this topic? HOZ's are a practical local response to much broader policy efforts at the State level. Is the prohibition of single family zoning to be implemented citywide or in certain areas of the City?                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                                                                              |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                                                                                                                                                              |
| State legislation such as SB9, if approved, would likely require the City to amend the City's ADU regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                                                                                                                                                              |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                             | <b>Requested by:</b>                                                                                             |  |
| Expansion of Water Conservation Rebates and Lawn Buster Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                             | Councilmember Chua                                                                                               |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                             | <b>Supporting Department(s)/Office(s)</b>                                                                        |  |
| Public Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                             |                                                                                                                  |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Estimated Completion Date</b>                                            | <b>Funding Needed</b>                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | September 2021 to complete agreements with Valley Water and Our City Forest | \$100,000 (from CIP #7126)<br>Up to \$250,000 annually from the Water Fund to continue programs beyond the pilot |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                             |                                                                                                                  |  |
| <p>During the Council's discussions related to the Proposed American Rescue Plan Act Investment Framework, several council members expressed interest in providing additional incentives and funding to assist homeowners in converting their landscaping and reducing outdoor water use in response to impending drought conditions and potential restrictions. Specifically, there was interest in further matching Valley Water's recently increased rebate for landscape conversions and in providing a key-turnkey lawn conversion program for Milpitas residents.</p> <p>The Water Conservation Program, Capital Improvement Program (CIP) #7126, was approved by the City Council on June 16, 2015. The program provides funding for the City's water conservation program, which has included public outreach and education, water-efficient and sustainable landscape classes and workshops, installation of water refill stations, a water use customer portal, and increasing rebate amounts for Milpitas residents participating in Valley Water's landscape and rainwater harvest programs.</p> <p>Valley Water has been offering a robust portfolio of water conservation programs for decades and has offered local water retailers and cities the opportunity to increase the incentives for their residents through "cost-sharing." This approach is operationally efficient in that it gives local agencies the flexibility to offer additional financial incentives for residents without having the burden of administering programs in their Cities. The City has participated in a cost sharing agreement with Valley Water since September 2019.</p> <p>In response to water supply shortages due to the drought, Valley Water's Board of Directors approved increasing the landscape conversion rate from \$1 to \$2 per square foot effective. Milpitas residents would be eligible for \$3 per square foot when combined with Milpitas' local cost share (i.e. \$1 per square foot from Milpitas and \$2 per square foot from Valley Water). Through this program, participants must submit a project application for pre-approval from Valley Water, complete and pay for their project, and submit documentation for the rebate amount. This rebate typically takes about 6 weeks to process.</p> |                                                                             |                                                                                                                  |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

The cost-sharing agreement between the City and Valley Water which began in September 2019, incentivizes proactive drought planning by offering Milpitas residents the following additional landscape conversion and rainwater harvesting rebates:

| Program                                                                    | Valley Water Rebate                                                    | Milpitas Match                       | Total Rebate for Milpitas Participant |
|----------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------|---------------------------------------|
| Landscape Conversion Rebate                                                | \$2 per sq ft, as of July 1, 2021<br><i>(previously \$1 per sq ft)</i> | + \$1 per sq ft                      | \$3 per sq ft                         |
| Rain Barrel                                                                | \$35 per rain barrel                                                   | + \$15 per rain barrel               | \$50 per rain barrel                  |
| Rainwater Cistern                                                          | \$0.50 per gallon cistern capacity                                     | + \$0.50 per gallon cistern capacity | \$1 per gallon cistern capacity       |
| Rain Garden (design roof to drain to rain garden to maximize infiltration) | \$1 per sq ft roof area diverted                                       | + \$1 per sq ft roof area diverted   | \$2 per sq ft roof area diverted      |

Additionally, Valley Water has partnered with Our City Forest to offer the “Lawn Busters” program, which provides qualifying homeowners with a full-service lawn conversion program. Through this program, which is fully funded by Valley Water, Our City Forest provides landscape design services, removal of existing lawns and irrigation systems, and installation of drought-tolerant garden for approved participants. This service is currently limited to homeowners meeting established criteria which includes low income residents, veterans, and seniors.

During the Council’s discussions related to the Proposed American Rescue Plan Act Investment Framework, several council members expressed interest in the City increasing its cost-share to match Valley Water’s \$2 per square foot, which would bring the total rebate for lawn conversions to \$4 per square foot for Milpitas residents. The matching of the lawn conversion rebate program would require amending the City’s existing cost-sharing agreement with Valley Water to formally match the rebate amounts approved for Valley Water’s Board. This would encompass 8-16 hours of staff to process the amendment, update promotion materials, and perform outreach with a potential increased rebate cost of \$20,000 for the program.

There was also Council interest in expanding the Lawn Busters program to all Milpitas homeowners, regardless of income, age, and veteran status. Expanding the “Lawn Busters” program would require additional staff time of up to 80 hours to develop the program. Staff would need to work with Our City Forest to have them administer a program specifically for a limited Milpitas homeowners. Staff estimates the cost for this program would be \$120,000 or \$6 per square foot of replaced lawn. The average lawn is approximately 800-1000 square feet and this funding could complete approximately 20-25 lawn conversions.

**City Council Referral**  
(requires more than 4 hours of staff time)

| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Preliminary discussions with Valley Water and Our City Forest to explore potential program options. If directed by Council, staff could devote additional time to refine the program parameters, define scope of work, and execute contracts for implementation. This could require up to 80 or more staff hours. Staff could return with program description and contracts in September 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| The City's Water Conservation Program, Capital Improvement Program (CIP) #7126, was approved by the City Council on June 16, 2015. The program provides funding for the City's water conservation program, which has included public outreach and education, water-efficient and sustainable landscape classes and workshops, installation of water refill stations, water use customer portal, and cost-sharing in Valley Water landscape and rainwater harvest programs that increase the eligible rebate amount for Milpitas participants. Staff are planning to upgrade the water use customer portal to provide more accurate and timely views of water use in conjunction with the smart meter conversion program and add functionality that will provide leak alerts to customers. Staff also plan to become a member of the California Water Efficiency Partnership which will provide access to water conservation training, technology development, and water efficiency resources and educational materials. |



**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Requested by:</b>                      |  |
| Increase the Number of Local Businesses Doing Business with the City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  | Councilmember Chua                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| City Attorney, City Manager's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  | Economic Development, Finance             |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TBD                              | TBD                                       |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                           |  |
| Work effort will be evaluated based on Council direction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                                           |  |
| <p>The Milpitas Municipal Code (I-2-3.15) describes the City's local preference requirements for the purchase of supplies, materials, and equipment in excess of \$10,000 and subject to formal and informal bidding. If a local provider submits a responsive and responsible bid within 10% of the lowest responsible bidder (who is not a local provider), an opportunity must be provided to the local provider to reduce its bid to the amount of the lowest responsible bidder.</p> <p>The local preference also does not apply to the following:<br/>Professional services, public works contracts, emergency purchases, public agency purchases, sole source purchases, purchases or contracts where legal constraints, such as federal or state grant requirements, preclude the application of a local purchasing preference.</p>                       |                                  |                                           |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                           |  |
| Staff is seeking additional clarification on specific policy modifications to the current City policy or a new policy that Council would like to explore.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                           |  |
| Public entities generally have considerable freedom to tailor purchasing policies and regulations to meet their local needs. ( <i>Davis v. City of Santa Ana</i> (1952) 108 Cal.App.2d 669, 677.) However, local vendor preferences are limited by state law procurement requirements and subject to potential constitutional challenge, especially on the basis of unconstitutional discrimination under the Equal Protection Clause. Accordingly, the City can provide a local preference for procurements not subject to statutory strict competitive bidding rules, but that preference needs to be carefully tailored with a strong rational basis in order to survive any potential legal challenge. However, for procurements performed pursuant to a statutory strict competitive bidding process (i.e., state mandated obligation to award to the lowest |                                  |                                           |  |

## City Council Referral

(requires more than 4 hours of staff time)

responsible bidder submitting a responsive bid), the low bid requirement creates a bar to any local preference.

Pursuant to the Uniform Public Construction Cost Accounting Act, the statutory competitive bidding procedure for public works projects the City voluntarily adopted, the City is required to competitively bid and award contracts above a specified monetary threshold (presently \$60,000) to the “lowest responsible bidder.” Courts have held the “lowest responsible bidder” requirement is not sufficiently flexible to embody other legitimate municipal concerns such as the remedying of past discrimination or preference to local businesses. (*Associated General Contractors of California v. City and County of San Francisco* (9th Cir., 1987) 813 Fed.2d 922.) Accordingly, it would not be appropriate for the City to have a local preference requirement for any contract being procured under a statutory competitive sealed bidding process since a local preference may lead to the “lowest responsible bidder” not being selected, which could in turn lead to a legal challenge that would be difficult to defend.

In the event the procurement is not subject to statutory strict competitive bidding requirements, the basis of award is generally subject to City control. In these instances where the City has discretion to choose factors affecting award, the City has the flexibility to include a local preference as part of the process. Despite such flexibility, a local preference requirement will be subject to scrutiny and should be carefully tailored to ensure it is defensible.

The likely basis of such a challenge will come under the Equal Protection Clause. Generally, a denial of equal protection exists where the law is applied differently to different persons under the same or similar circumstances. (U.S. Const., 14th Amend.) Various levels of judicial scrutiny are applied depending on whether the law or regulation affects a protected class of persons or involves a fundamental right. Where the law or regulation under review does not involve a protected class or fundamental right, courts will apply rational basis scrutiny. Here, the classification of local versus non-local vendors involves neither a protected class nor any fundamental rights. Therefore, pursuant to the test under rational basis review, granting a preference to a local vendor is valid if the classification is rationally related to a legitimate governmental purpose.

One example of a local preference being upheld is a 5% local purchasing preference put in place by the City and County of San Francisco based on the justifications that: (1) local businesses which seek to enter into contracts with the City and County of San Francisco are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the Bay Area (e.g., higher taxes, higher rents, higher wages and benefits for labor, higher insurance rates, etc.) and (2) the public interest would be best served by encouraging businesses to locate and remain in San Francisco through the provision of a minimal “good faith” preference to local businesses in the awarding of San Francisco’s contracts. (See *Associated General Contractors of California v. City and County of San Francisco* (9th Cir., 1987) 813 Fed.2d 922.)

## City Council Referral

(requires more than 4 hours of staff time)

Another example of a local preference receiving positive legal treatment stems from a California Attorney General opinion approving the “governmental purpose of economic development” in allowing a county to adopt a procedure which provided a 5% local vendor preference. (72 Ops.Cal.Atty.Gen 86 (1989).) In support of its conclusion, the Attorney General opined “that that there is no fundamental right to government employment for purposes of the Equal Protection Clause.” (*Ibid.* citing *Massachusetts Bd. of Ret. v. Murgia* (1976) 427 U.S. 307, 313.) While this opinion has not been upheld by the courts, it does support the argument that a public agency could take into account and consider the governmental purpose of economic development when adopting a local vendor preference.

It is important to note these are only two examples, and the use of any justifications for a local preference will be evaluated on a case-by-case basis. Notwithstanding, the foregoing local purchasing preferences do show narrowly crafted preferences can be justified under the appropriate circumstances.

In summary, if challenged, the use of a local preference will face significant judicial scrutiny. The risk of a challenge is likely highest with contracts procured using a statutory strict competitive bidding process where award is made pursuant to the “lowest responsible bidder submitting a responsive bid” criteria solely without consideration of any other factors. For this reason, incorporating a local preference requirement for any contract procured through a statutory strict competitive bidding process is not recommended. As for implementing a local preference for contracts not subject to statutory strict competitive bidding, any use of a local preference should be carefully tailored with an appropriate justification (i.e., higher cost of doing business in the area, promoting businesses located in Milpitas and perhaps Santa Clara County, retaining local taxes, etc.). In our experience, most public agencies tie their local preference programs to the local sales tax imposed by that public agency over and above state sales tax. This is a relatively common practice amongst many cities, and the City could consider following suit to avoid standing out – i.e., safety in numbers.

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | <b>Requested by:</b>                       |  |
| Job Fair with 20 Local Businesses to be held soon and Additional One Fair in the Fall with the Chamber of Commerce taking a larger role and the City providing some support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  | Councilmember Chua                         |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | <b>Supporting Department(s)/Office(s)</b>  |  |
| Economic Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                            |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                      |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | September 30, 2021               | \$5,000 (American Rescue Plan Act funding) |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                                            |  |
| <p>The Milpitas Chamber of Commerce will take the lead on the job fair and will work with employers, the City of Milpitas, Milpitas Unified School District, and workforce development programs to conduct a job fair by September 30, 2021. The City will support the Chamber by providing funding in the amount of \$5,000 and assist the Chamber with marketing, promotions, outreach and engagement efforts. The funding amount does not include staff time associated with providing support.</p> <p>The purpose of the job fair is to provide residents the opportunity to meet with Milpitas employers, establish professional relationships, and to land new job and career opportunities that improve the quality of life.</p>                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                                            |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                            |  |
| <p>Funding for a job fair is proposed in the Preliminary ARPA Investment Plan. Staff will discuss the Plan with Council on August 5; however, the funding may be allocated in late August/early September, pending guidance from the Treasury Department.</p> <p>On June 8, 2021, the Chamber of Commerce released a Survey to its membership to determine interest in hosting a job fair by June 30, 2021 and whether job seekers were interested in attending an event. Results included approximately 20 businesses being interested in participating in a job fair. However, the majority of businesses currently do not have the human resources available to participate in a job fair. In addition, several businesses reported that they pay to use online job recruiting services such as Indeed, Monster, and Simply Hired.</p> <p>The Chamber of Commerce is currently evaluating hosting a table at the Great Mall with employment opportunities and employer information. Notwithstanding, the Chamber of Commerce plans to host a formal job fair with various employers, career opportunities and career counseling by the end of September 2021.</p> |                                  |                                            |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>The Chamber of Commerce is in the process of planning a formal job fair. It is anticipated that the Chamber of Commerce will formally request to utilize the Senior Center conference room as the location for a job fair. That may include a request to waive the community facility fee, as well as the necessary tables and chairs to accommodate participants and custodial costs.</p> <p>The Chamber of Commerce will choose a job fair date, time and venue well in advance. They will build a compelling landing webpage to drive registrations, register interested businesses and organizations, promote the event, and provide job seekers a roadmap for the job fair. The Office of Economic Development will continue to support the Chamber of Commerce in developing and hosting a successful job fair.</p> |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Requested by:</b>                                                            |
| COVID-19 Memorial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  | Councilmember Dominguez                                                         |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Supporting Department(s)/Office(s)</b>                                       |
| Recreation and Community Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                                                                 |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | TBD                              | Will require more than 4 hours of staff time for planning and hosting the event |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                                                                 |
| Absent Council direction, the work effort cannot be determined at this time for a one time memorial event for lives lost to COVID-19 in 2020 and 2021.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                                                                                 |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                                                                                 |
| Not started                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                 |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                                                                 |
| Staff is seeking input on event type and timing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                                                                                 |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                 |
| <p>As part of approval of the FY 2020-21 Adopted Budget, FY 2020-21 Mid-Year Adjustments and FY 2021-22 Adopted Budget, permanent and temporary staffing as well as non-personnel expenditures in the Recreation and Community Services Department were significantly reduced including the defunding of 1.0 Event Program Coordinator position. Therefore, staffing resources in the Recreation and Community Services Department to take on an additional event are very limited. However, if Council approves staff's recommendation to use ARPA funding for community events including the restoration of the Event Program Coordinator position effective January 1, 2022 and subsequent restoration of funding as part of the development of the FY 2022-23 budget, staff would have sufficient capacity to organize the event starting in the last quarter of the current fiscal year.</p> |                                  |                                                                                 |



**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  | <b>Requested by:</b>                      |  |
| Mini-Libraries in the Low-Income Areas of the City                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | Vice Mayor Montano                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| Planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  | Recreation Services                       |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Ongoing                          | TBD, based on scope                       |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                                           |  |
| <p>Coordination among departments will be needed to identify available funding, potential community partnerships, the actual number and locations of mini-libraries needed/desired, etc. Explore possible partnerships with MUSD, SC County Library, and/or potential community sponsors (e.g., Sunnyhills Neighborhood Association). Develop a program and strategy for ongoing management and maintenance of the mini-libraries.</p>                                                                                                  |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |                                           |  |
| <p>Staff added Guidelines for Little Free Libraries to the City's website in May 2021. See <a href="https://www.ci.milpitas.ca.gov/initiatives_policies_ordinance/#1622563522951-78fcb4aa-c671">https://www.ci.milpitas.ca.gov/initiatives_policies_ordinance/#1622563522951-78fcb4aa-c671</a> The Guidelines include a link to a national organization involved in this type of work: <a href="https://littlefreelibrary.org/">https://littlefreelibrary.org/</a> The website identifies five existing mini-libraries in the City.</p> |                                  |                                           |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                                           |  |
| <p>What are the parameters for this request, and what is an appropriate role for the City in addressing this issue? Given limited staff resources, is ongoing coordination and management of this program something the City wants to take on, or would this program be better an extension of the SC County Library with City financial support? Who would manage and maintain the mini-libraries?</p>                                                                                                                                 |                                  |                                           |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                           |  |
| <p>In most cases in other communities, mini-libraries are set up and managed through local libraries, non-profit organizations, or private individuals. The City would need to identify staff resources to maintain and manage the mini-libraries on an on-going basis.</p>                                                                                                                                                                                                                                                             |                                  |                                           |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                                           |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------|--|
| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | <b>Requested by:</b>                      |  |
| Partner with the Chamber of Commerce to Promote the City with a City Event like an Art and Wine Festival, Rancho Days, Little Cornfield's Day, or Frontier Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  | Vice Mayor Montano                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| Economic Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  | Recreation & Community Services           |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Likely 2022-2023                 | Recreation portion - TBD                  |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |                                           |  |
| <p>An event partnership with the Chamber of Commerce would require City staff time to meet with Chamber leadership to discuss potential events and clarify each party's role and responsibilities. Depending on the scope of the event, planning a large, new, collaborative special event is expected to take one year. Until the parameters of the event are determined, it is difficult to estimate the City staff time and other City resources that might be required.</p> <p>It is anticipated that American Rescue Plan Act funds may be utilized if the City Council appropriates Chamber funding for various events and activities in the near future. An event consultant may assist with estimated costs, roles and implementation schedule for an Art and Wine Festival in May 2022.</p> |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                                           |  |
| Not started.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                           |  |
| Staff would like clarification on the level of involvement and support City Council envisions for this event.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                           |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                           |  |
| Recreation and Community Services is resuming most of its pre-pandemic special events during this fiscal year, and it has taken on the added responsibility of producing the new, two-week Holiday Magic on Main Street event. As part of cost-savings, Recreation and Community Services froze the vacant Event Coordinator position and permanently eliminated the supervisor overseeing special events. Thus, event planning and implementation responsibilities are currently being split among the full-time staff, all of whom have other programming responsibilities as their primary job duties. If City Council's intent is for the City                                                                                                                                                   |                                  |                                           |  |

## **City Council Referral**

(requires more than 4 hours of staff time)

to be an equal partner in logistics and programming for this event, it may require additional staff. If the intent is simply to help promote the event and provide City space for the event, it will not require additional staff. Also, this event could be subject to the special event permit fee collected by the Planning Department.

**City Council Referral**  
(requires more than 4 hours of staff time)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  |                                                  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------|--|
| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  | <b>Requested by:</b>                             |  |
| Pilot Neighborhood Association Program                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  | Councilmember Dominguez                          |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  | <b>Supporting Department(s)/Office(s)</b>        |  |
| Recreation and Community Services                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  | City Attorney's Office; Police Dept.; Fire Dept. |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                    | TBD                              | TBD                                              |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                  |                                                  |  |
| <p>The City has about 75 Neighborhood Watch groups. Map existing neighborhood groups within the City to identify potential residential areas to establish a neighborhood association; organize a City-sponsored meeting led by Mayor Tran and/or Members of the Council and supported by staff to promote the benefits of a neighborhood group; direct existing resources such as neighborhood safety and emergency presentations for future neighborhood group meeting topics.</p> |                                  |                                                  |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |                                                  |  |
| Not started.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                                  |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                                                  |  |
| Staff seeks Council clarification to confirm that the intent of the referral is appropriately captured.                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                                  |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                  |  |
| Recreation staffing has been significantly reduced. Combined with ARPA funded programs, the Mural program, and other programs such as this pilot, restoring of permanent staffing is necessary.                                                                                                                                                                                                                                                                                     |                                  |                                                  |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                             | <b>Requested by:</b>                      |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--|----------------|----------------------------|----------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|-------------------------------------------------------------------------------------------|-------|------------|------------------------------------------------|-------|
| Reduce the City's Senior Center rental deposit for the Auditorium/Community Room                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                             | Vice Mayor Montano                        |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                             | <b>Supporting Department(s)/Office(s)</b> |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| Recreation & Community Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                             | Finance                                   |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Estimated Completion Date</b>                                                                                                                                                                                                            | <b>Funding Needed</b>                     |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | December 31, 2021                                                                                                                                                                                                                           | None                                      |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                             |                                           |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| <p>Members of the public can rent various facilities at the Senior Center such as the Auditorium/community room and classrooms. Per the Council approved FY 2021-2022 Master Fee Schedule, deposit fees are \$750 for renting the Auditorium/community room, and range between \$0 and \$240 depending on the rental priority level for the other facilities as shown below. For the full description of the priority levels, please see the attached excerpt from the Council approved Facility Manual - Indoor and Outdoor Facilities (June 21, 2016 City Council meeting). The Milpitas Community Center Auditorium deposit fee is \$500. This is an older facility and comes with a simple warming kitchen. The Senior Center Auditorium/community room is a newer facility with a full catering kitchen.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%;">Priority Level</th> <th style="width: 50%;">Priority Level Description</th> <th style="width: 30%;">Class Rooms Rental Deposit</th> </tr> </thead> <tbody> <tr> <td>Priority II</td> <td>Programs or activities for Senior Citizens and approved co-sponsored groups which are principally composed of local residents (51% or more), public schools located in Milpitas, the Milpitas Chamber of Commerce and governmental agencies</td> <td>No Fee</td> </tr> <tr> <td>Priority III</td> <td>Non-profit groups that are organized for recreational, social, cultural, religious or civic purposes and whose membership is principally composed of local residents (51% or more)</td> <td>\$75</td> </tr> <tr> <td>Priority IV</td> <td>Any other group, business, private school or individual resident of the City of Milpitas.</td> <td>\$150</td> </tr> <tr> <td>Priority V</td> <td>Any non-resident group, business or individual</td> <td>\$240</td> </tr> </tbody> </table> <p>Reducing the deposit fees for Senior Center Auditorium/community room rentals will require an amendment to the FY 2021-2022 Master Fee Schedule, changes to rental paperwork and marketing, and messaging to prospective members of the public. Depending on the date it is</p> |                                                                                                                                                                                                                                             |                                           |  | Priority Level | Priority Level Description | Class Rooms Rental Deposit | Priority II | Programs or activities for Senior Citizens and approved co-sponsored groups which are principally composed of local residents (51% or more), public schools located in Milpitas, the Milpitas Chamber of Commerce and governmental agencies | No Fee | Priority III | Non-profit groups that are organized for recreational, social, cultural, religious or civic purposes and whose membership is principally composed of local residents (51% or more) | \$75 | Priority IV | Any other group, business, private school or individual resident of the City of Milpitas. | \$150 | Priority V | Any non-resident group, business or individual | \$240 |
| Priority Level                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Priority Level Description                                                                                                                                                                                                                  | Class Rooms Rental Deposit                |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| Priority II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Programs or activities for Senior Citizens and approved co-sponsored groups which are principally composed of local residents (51% or more), public schools located in Milpitas, the Milpitas Chamber of Commerce and governmental agencies | No Fee                                    |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| Priority III                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Non-profit groups that are organized for recreational, social, cultural, religious or civic purposes and whose membership is principally composed of local residents (51% or more)                                                          | \$75                                      |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| Priority IV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Any other group, business, private school or individual resident of the City of Milpitas.                                                                                                                                                   | \$150                                     |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |
| Priority V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Any non-resident group, business or individual                                                                                                                                                                                              | \$240                                     |  |                |                            |                            |             |                                                                                                                                                                                                                                             |        |              |                                                                                                                                                                                    |      |             |                                                                                           |       |            |                                                |       |

**City Council Referral**  
(requires more than 4 hours of staff time)

to become effective, it could require processing deposit refunds to customers who have booked events in advance.

**Status Update as of July 2021**

Not started.

**Council Clarification/Further Direction Requested**

The current rental deposit fee at the Senior Center for the Auditorium/ Community room is set at \$750 to recuperate potential damage to City equipment including the full-size catering kitchen ensure that renters vacate the premise as agreed (see a more detailed discussion below). The fee is in line with other rental facility deposit fees for similar facilities in the region. Staff requests that the Council clarify whether the deposit should be reduced, and if so, align any reductions to the existing priority levels or to address other circumstances.

**Other Considerations**

Deposit fees serve as collateral to ensure renters do not damage City property, or in the instance when renters damage City property, and that they vacate the premises promptly at the agreed upon end time. Most customers abide by the rules and receive their deposit returned in full. However, if there is damage, unusual cleaning required, or if the renter stays beyond the agreed upon time requiring staff overtime, the extra costs incurred by the City are subtracted from the deposit. If deposit fees are reduced and the amount being withheld is not sufficient to cover damage, cleaning costs and staff overtime, it may require additional staff time for “collections” to recoup what is owed the City. In staff’s experience, renters who disregard the rental rules are unlikely to cooperate with requests for additional payment. If staff is unable to collect from renters who damage the facilities, leave garbage or overstay, then the City’s General Fund will have to absorb these expenses. The cost of replacement or repair for fixtures in the Senior Center facilities are more expensive than its older counterpart facilities. Under City Council’s recently approved Cost Recovery plan for Recreation, rentals were considered a Category A service, full cost recovery.



**I. PRIORITIES**

Priorities are designed to determine fee and reservation status.

1. To provide for public activities in the best interest of the Community, City facilities will be reserved in accordance with the following group priorities:

***Priority I.*** City administered programs.

1. No deposit
2. No rental fee
3. No staff fee
4. No application fee

***Priority II.*** Programs or activities for Senior Citizens and approved co-sponsored groups which are principally composed of local residents (51% or more), public schools located in Milpitas, the Milpitas Chamber of Commerce and governmental agencies (excluding staff trainings, poll worker trainings, staff retirement parties, staff / volunteer recognition events).

1. No deposit
2. Rental fee according to Fee Schedule / Joint Use Agreement
3. Staff fee according to Fee Schedule / Joint Use Agreement
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

***Priority III.*** Non-profit groups that are organized for recreational, social, cultural, religious or civic purposes and whose membership is principally composed of local residents (51% or more) or who is based in Milpitas and renting no more than 3 rental dates per quarter.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

***Priority IV.*** Any other group, business, private school or individual resident of the City of Milpitas.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

***Priority V.*** Any non-resident group, business or individual.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

**City Council Referral**  
(requires more than 4 hours of staff time)

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  | <b>Requested by:</b>                                                                                                       |
| Rose Garden with Children's Memorial Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | Vice Mayor Montano                                                                                                         |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  | <b>Supporting Department(s)/Office(s)</b>                                                                                  |
| Recreation & Community Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  | Engineering                                                                                                                |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2023-2024 or later               | Unknown, but estimated \$100K+, even for a modest-sized garden and dedication monument on already-irrigated City property. |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  |                                                                                                                            |
| <p>A garden and memorial site would be a Capital Improvement Project requiring a funding source, project design, and construction phases including a suitable location. It is understood that a rose garden and memorial at Tom Evatt Park is desired, however this park is located over the San Francisco Hetch Hetchy pipeline right of way and is heavily regulated. If the memorial includes a public art piece, it would also require all the normal public art procedures, including coordination with the Arts Commission, artist selection, design selection, contracting and fabrication/installation. Regardless of whether art is included, it may entail an opening ceremony. If a garden is installed, it may be desirable to partner with or develop a club to assist with the intensive labor and expertise required for ongoing maintenance.</p> |                                  |                                                                                                                            |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                  |                                                                                                                            |
| N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                                                                                                                            |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                                                                                                                            |
| <p>Based on staff recommendations and considerations, it is requested that Council provide clarification on the vision for a memorial site, including desired location, landscaping, and expectation of a public art piece or simply a plaque, and whether it would be generic in nature or if there would be names of specific children.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |                                                                                                                            |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  |                                                                                                                            |
| <ol style="list-style-type: none"> <li>1. <u>Drought tolerant landscaping</u>: It is understood that a rose garden is desired, however the City Council passed a drought tolerant landscape ordinance and roses are not considered drought tolerant plantings requiring a high degree of maintenance. The City Council may wish to consider a more drought-tolerant option, such as a wildflower pollinator garden.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  |                                                                                                                            |

## City Council Referral

(requires more than 4 hours of staff time)

2. Location: Tom Evatt Park is located over right of way owned and operated by the City of San Francisco for the Hetch Hetchy water pipeline. Construction and excavation within their right of way is heavily regulated prohibiting excavation, installation of structures, including placement of pesticides etc. At times their crews drive through park landscaping to access their pipeline facilities and they are not required to restore damage. It is recommended that a more compatible park site be determined.
3. Funding Source: A funding source for construction and ongoing maintenance of this project will be required prior to starting. Currently, funding for park projects and maintenance is not available, and the funding need per the draft Parks Masterplan exceeds \$80 million over the next 20 years and \$4.5 million for short-term (next five years) rehabilitations and repairs.
4. Staff Capacity: with the current staffing complement dedicated to funded and potential ARPA projects, if the Council advances this project, there will be sufficient staff capacity to start the project in FY 2023-24 or with a sooner start date funded projects will have to be delayed.

**City Council Referral**  
(requires more than 4 hours of staff time)

|                                                                                                                                                                                                                                                                                                                                         |                                  |                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------|--|
| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                           |                                  | <b>Requested by:</b>                      |  |
| Signs in Key Areas of the City welcoming people to Milpitas                                                                                                                                                                                                                                                                             |                                  | Vice Mayor Montano                        |  |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                           |                                  | <b>Supporting Department(s)/Office(s)</b> |  |
| City Manager's Office                                                                                                                                                                                                                                                                                                                   |                                  | Planning, Economic Development            |  |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                           | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                     |  |
|                                                                                                                                                                                                                                                        | 2024                             | TBD                                       |  |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                              |                                  |                                           |  |
| Complete the Community Identification and Brand Study and select a new City logo; Identify specific locations for "Welcome" signs; hire designer to create sign prototypes and cost estimates; develop budget and add funds to CIP; Determine who will own and maintain signs; obtain property or ROWs Pre-fabricate and install signs. |                                  |                                           |  |
| <b>Status Update as of July 2021</b>                                                                                                                                                                                                                                                                                                    |                                  |                                           |  |
| The bases for two signs have been constructed or will be constructed as part of private development projects (Rotten Robbie on Montague and AM/PM on Park Victoria/Landess Avenue). Ready to fabricate and install as soon as new logo is selected; will need to determine maintenance responsibilities and costs.                      |                                  |                                           |  |
| <b>Council Clarification/Further Direction Requested</b>                                                                                                                                                                                                                                                                                |                                  |                                           |  |
| Staff is seeking Council input on whether Council would like to identify specific locations and text for signs or should staff bring forward recommendations for sign content and locations?                                                                                                                                            |                                  |                                           |  |
| <b>Other Considerations</b>                                                                                                                                                                                                                                                                                                             |                                  |                                           |  |
| If this project is a priority, other projects will need to be re-prioritized due to limited staff resources. City will need to identify funding sources for ROW and/or property to place signs.                                                                                                                                         |                                  |                                           |  |

**City Council Referral**  
(requires more than 4 hours of staff time)

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| <b>Topic:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Requested by:</b>                                                                                                            |
| Sliding Scale Permitting Program for Seniors and Low-Income Residents for Necessary Safety Renovations (FY 21-22 Discussion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                  | Mayor Tran                                                                                                                      |
| <b>Lead Department/Office</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                  | <b>Supporting Department(s)/Office(s)</b>                                                                                       |
| Building Safety and Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                  | Recreation and Community Services                                                                                               |
| <b>Council Priority Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Estimated Completion Date</b> | <b>Funding Needed</b>                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | FY 21-22                         | Staff time for program initiation and operation for one year: Approximately \$19,200<br>Permit subsidy: TBD after further study |
| <b>Description of Required Work Effort</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |                                                                                                                                 |
| <p>Staff suggestion is to review the existing Milpitas Assistance Program (MAP) and provide input on how this program could be modified to add an additional eligibility category of senior and incorporate additional assistance to Tier 1 very low-income and Tier 2 low-income residents that are also seniors. Staff proposes senior eligibility to be age 50 or older, consistent with the Milpitas Senior Center criteria. For Tier 1-qualified customers, current MAP provides 100% discount on the program's identified residential building permits. For Tier 2-qualified customers, current discount is 75%.</p> <p>For Tier 2-qualified customers that are also seniors, staff proposal is to provide an additional 15% discount on the program's identified residential building permits, bringing the total discount from 75% to 90%. Currently identified residential building permits in MAP (for both Tier 1 and 2) are for replacement of water heaters, air conditioners, and furnaces, and can be considered as necessary safety renovations. In addition, staff recommends to add electrical service panel change-outs of 200 amps or less as this could also be considered as a necessary safety renovation.</p> <p>In summary, with the staff proposal:</p> <p>For Tier 1-qualified very low-income customers that also qualify as seniors, the program will provide 100% discount on residential building permits for replacement of water heaters, air conditioners, and furnaces, and electrical panel change-outs of 200 amps or less.</p> <p>For Tier 2-qualified low-income customers that also qualify as seniors, the program will provide 90% discount on residential building permits for replacement of water heaters, air conditioners, and furnaces, and electrical panel change-outs of 200 amps or less.</p> |                                  |                                                                                                                                 |

**City Council Referral**  
(requires more than 4 hours of staff time)

**Status Update as of July 2021**

Staff has conducted preliminary research on the possible proposed modifications to the MAP. If Council provides direction, in summer-fall 2021, Building Safety and Housing staff will need to further coordinate with Recreation and Community Services staff and move forward with further development of this process, including a survey of current MAP recipients to gauge their needs, a fiscal impact study, and an estimate of staff time to complete the modifications to the program and associated permit schedules, process, and configuration in the permit system, and community outreach of the program. As staff is fully committed to current services and work programs, staff estimates to return to Council in the fall with an update on the above studies and seek further direction from Council.

At this time, staff estimates this referral to require approximately 100 hours of staff time, or \$12,000, to study, initiate, and implement program. To operate the program for a year, staff estimates approximately 60 hours of staff time, or \$7,200. As noted above, after conducting a survey and a fiscal impact study, staff will return to Council in the fall with potential subsidy of permit fees.

**Council Clarification/Further Direction Requested**

Staff seeks Council direction on whether to proceed with the suggested studies toward modifying the existing MAP or to redirect efforts to establish a new program specific to low-income seniors for necessary safety renovations.

**Other Considerations**

The Residential Building Incentive Program (RBIP) was approved by the City Council at the same time as the MAP in August 2019. The RBIP was created to promote health, safety, and welfare of the community by encouraging property maintenance and safe, energy-efficient installations. The program provides 50% discounts to all residential customers seeking building permits to replace water heaters, air conditioners, and furnaces, and install solar photovoltaic or thermal systems. These incentives are provided to assist all homeowners on essential maintenance activities to maintain habitability of dwelling units. The RBIP participation has been robust.

Staff reviewed the possibility of modifying the existing RBIP in conjunction with the proposed changes to the MAP. Since there is no income eligibility criteria under the RBIP, nor is it the intent of the program, staff does not recommend adding the sole eligibility category of senior, as this may not result in assistance to the targeted low-income seniors in the community.



# MEMORANDUM

Building Safety and Housing Department



**DATE:** July 30, 2021

**TO:** Mayor and Council

**THROUGH:** Steve McHarris, City Manager *Steve McHarris*

**FROM:** Sharon Goei, Building Safety and Housing Director  
Ned Thomas, Planning Director

**SUBJECT: SB 9 – The California Housing Opportunity and More Efficiency (HOME) Act**

The purpose of this memorandum is to provide information about pending legislation (Senate Bill 9, Atkins) that seeks to create more opportunities for market rate and affordable housing by streamlining the process, through reduced local control, for a homeowner to create a duplex or subdivide an existing single-family lot.

## Overview

In California, much of the available land has already been developed with housing or is unsuitable for housing because it is too far from job centers or transit, is not served by adequate infrastructure, is environmentally sensitive, or is located in areas with high wildfire danger. Accommodating California's housing needs can be accomplished by accommodating multifamily housing at higher densities throughout the state as well as promoting small scale "missing middle" housing such as townhomes, accessory dwelling units (ADUs), Junior ADUs (JADUs), duplexes, etc. in areas that have historically allowed only single-family residences.

SB 9 would create the potential for *up to* four units on an existing single-family lot. The parcel must be in an urbanized area, as defined by the U.S. Census, and may not be in an area subject to natural hazards such as wildfires, earthquake fault zones, flooding, etc. SB 9 also excludes prime agricultural land and historic and landmark districts.

SB 9 would allow a single lot to be split into two lots of equal size (the "lot-split provision"). The bill would also allow two dwelling units to be located on a single parcel in a single-family residential zone (the "two residential units provision"). Each of these actions would be subject to a ministerial permit process, which means that required permits would be reviewed by staff and approved "by-right" with no local discretion. New units created under the proposed bill would be exempt from environmental review under the California Environmental Quality Act (CEQA).

The bill contains guardrails such as the fact that property owners cannot split adjacent lots; cities can impose certain objective zoning, subdivision, and objective design standards so long as it doesn't preclude development of two 800 square foot units; cities can prohibit demolition of more than 25% of the existing exterior structural walls of the home; cities can require that the homeowner live in one of the split lots for a year; and homeowners cannot demolish units that were occupied within the last 3 years or that are deed restricted or rent stabilized. Units created under this bill cannot be used for short-term rentals and cities can require four-foot side and rear setbacks.

The proposed bill was approved by the California State Senate on May 26, 2021 and is now being considered by the State Assembly.

### Two Scenarios under Proposed SB 9

Scenario 1: The “two residential units provision” of SB 9 (not limited to “duplexes”) is invoked but not the “lot-split provision.”

In this case, the single lot could have two free-standing houses, two townhouses, or a duplex. There is no requirement that the two residential units be attached (a “duplex”) or free-standing. Under current state and local ADU regulations, one ADU and one JADU would also be allowed “by right” on the parcel.

*Up to 4 units: Two residential units on the single lot plus the possibility of an ADU and a JADU on the same lot.*

Scenario 2: Both the “lot-split provision” and the “two residential units provision” allowed on each of the two new lots.

One lot becomes two lots that are no smaller than 1,200 square feet each. Each lot can have two residential units. As currently written, the bill does not require a City to approve ADUs or JADUs on lots that have been divided under SB 9.

*Total of 4 units: Two residential units on each of the new lots created from the single lot.*

### Arguments For and Against SB 9

Proponents suggest the bill would build upon recent ADU legislation by allowing for small-scale rental and ownership opportunities in high resource neighborhoods. Such changes could create new opportunities to own small homes and build generational wealth. A study published on July 21, 2021 by the UC Berkeley Turner Center for Housing Innovation concluded that SB 9 would provide a modest boost in housing construction and would be financially feasible for only about 1.5% of the state’s single family parcels.<sup>1</sup> The report predicts that the new capacity created by SB 9 would only be a fraction of what is needed to meet current housing demand.

In a letter dated April 27, 2021, the League of California Cities opposed SB 9 because, “...it will not spur much needed housing construction in a manner that supports local flexibility, decision making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development (HCD).” In addition to concerns over local control, opponents criticize the bill for adding too much density; for pitting investors and developers against homebuyers in the market; for not requiring affordability restrictions; for its potential to increase gentrification in lower income neighborhoods; for not allowing larger setbacks; and for not requiring yard space or garages.<sup>2</sup>

<sup>1</sup> <https://turnercenter.berkeley.edu/blog/duplexes-lot-split-sb-9/>

<sup>2</sup> <https://www.livablecalifornia.org/sb-9-is-one-of-the-7-bad-bills-of-2021-lets-end-homeownership-by-toni-atkins-and-scott-wiener/>

### Legislative Advocacy Framework

On April 20, 2021, the Milpitas City Council directed staff to move forward with a Legislative Advocacy Policy and Legislative Guideline Principles. On May 18, 2021, the Council approved the Legislative Advocacy Policy and Legislative Guideline Principles.<sup>3</sup> For the City to provide input on bills or regulatory proceedings in a very short turnaround time, Council approved nine Legislative Guiding Principles which included 1) protect local control and 3) support efforts to create affordable housing and addresses homelessness.

As is sometimes the case with legislation, SB 9 both conflicts and furthers the City's current Legislative Guiding Principles. Specifically, the bill would support Principle No. 3 by allowing small-scale infill housing where it is currently prohibited, apart from ADUs. However, the bill conflicts with Principle No. 1 by making the above provisions ministerial with no local discretion. Taking away local control would be a major concern for the City. The bill would limit the City's ability to enforce its parking requirements, which could result in spillover parking and burden the City's on-street parking supply. The bill would also limit the City's ability to engage the community through the development review process.

This memorandum provides information about SB 9 as currently proposed. The City Council may provide direction to staff as desired.

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<sup>3</sup> Agenda item C9: <https://www.ci.milpitas.ca.gov/pdfs/council/2021/051821/attachments.pdf>  
455 E. Calaveras Blvd., Milpitas, CA 95035

# MILPITAS CITY COUNCIL AGENDA PREVIEW LIST

**August 17, 2021**

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## **CLOSED SESSION**

**INVOCATION** (assigned to Vice Mayor Montano )

## **PRESENTATION**

- August 26 - Women's Equality Day (Proclamation)

## **CONSENT CALENDAR**

1. Receive City Council calendar for August 2021 and September 2021 (City Clerk)
2. Approve City Council meeting minutes of August 5, 2021 (City Clerk)
3. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the Sprig Center Commercial Project at 1585 North McCarthy Boulevard by Sprig Center, LLC and Granting Authorization to the City Engineer to Release the Performance Bond after the One-year Warranty Period (Steve Erickson)
4. Adopt a Resolution Granting Acceptance of Public Improvements and Approve Reduction of Faithful Performance Bond for Public Improvements for the McCarthy Creekside Phase 2 – Buildings C, D and E Subdivision at 707 - 907 North McCarthy Boulevard by The McCarthy Ranch Limited Partnership 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 Creekside Milpitas 3, LLC for the McCarthy Parking Lot Project at 1207 N. McCarthy Blvd (Steve Erickson)
6. 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 (Tony Ndah)
7. City Manager Employment Contract Extension (Chris Diaz)
8. Summary report of Action taken by the City Manager during the City Council Summer Recess (Steve McHarris)
9. Adopt a Resolution Approving the Exhibit Space Use Policy (Renee Lorentzen)
10. Receive and Review the FY 2020-21 Annual Report of Sole Source Contracts (Lauren Lai)
11. Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2021-22 (Lauren Lai)

## **PUBLIC HEARING**

12. Introduce an Ordinance for Updates to Milpitas Municipal Code on Purchasing (Lauren Lai)

## **COMMUNITY DEVELOPMENT**

13. Receive report on pathways and options for Sunnyhills Apartment affordable unit residents, and owner's and HUD's responsibilities to ensuring residents remain housed (Sharon Goei)

**COMMUNITY SERVICES**

14. Receive Milpitas HOPE Suicide Prevention Task Force Annual Report (Renee Lorentzen)

**PUBLIC SAFETY**

15. Presentation of Police Department's Response to Drug Related Calls (Jared Hernandez)

**LEADERSHIP**

16. Update on Legislation (Ashwini Kantak)

**REPORTS**

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

**PREVIEW NEXT AGENDA**

18. Preview list of items for September 7, 2021 (City Clerk)