



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

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

AGENDA

TUESDAY, APRIL 2, 2019

COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD., MILPITAS, CA

5:30 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING

Pursuant to California Government Code Section 54957.6

City Negotiator: Liz Brown, Human Resources Director

Employee Groups: Professional and Technical Group & Mid-Management and Confidential Group

Under Negotiation: Wages, Hours, Benefits, and Working Conditions

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Employee Position: City Manager

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

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC FORUM

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

ANNOUNCEMENTS

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

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 Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar. If removed, this item will be discussed in the order in which it appears on the agenda.

C1. Receive City Council calendar for the month of April 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council meeting minutes for the dates of March 12 and 19, 2019 (Staff Contact: Mary Lavelle)

Recommendation: Approve meeting minutes of the Special City Council meeting on March 12, 2019 and of the Regular City Council meeting on March 19, 2019.

C3. Adopt a Resolution to Award Americans with Disabilities Act (ADA) Curb Ramp Transition Projects No. 4283 and No. 4287 (Staff Contact: 408-586-3301)

Recommendation: Adopt a resolution awarding a construction contract and authorize the City Manager to execute the contract to the lowest responsible and responsive bidder, J.J.R. Construction, Inc., in the amount of \$660,063.00 for the ADA Curb Ramp Transition Project and authorize the Engineering Director/City Engineer to negotiate and execute contract change Orders in an aggregate amount not to exceed \$132,000 for the project.

C4. Accept the FY 2019 Citizen Options for Public Safety (COPS) Grant (Staff Contacts: Jared Hernandez, 408-586-2406 and Kevin Moscuzza, 408-586-2412)

Recommendation: Accept the 2019 Citizen Options for Public Safety Grant in the amount of \$113,782 and approve a budget amendment.

C5. Authorize the Milpitas Police Department to Respond to the Santa Clara Valley Transportation Authority's Request for Proposal S19032 to Provide Supplemental Law Enforcement Services at the Milpitas BART station campus at 1755 S. Milpitas Boulevard (Staff Contact: Armando Corpuz, 408-586-2402)

Recommendation: Authorize the Milpitas Police Department to respond to the Santa Clara Valley Transportation Authority's Request for Proposal S19032 to provide supplemental law enforcement services at the Milpitas BART station campus at 1755 S. Milpitas Boulevard.

C6. Approve three members of the Milpitas Police Department Honor Guard to travel to Gilbert, Arizona to participate in funeral services for retired Milpitas Police Lieutenant Steven Petrakovitz (Staff Contact: Jared Hernandez, 408-586-2406)

Recommendation: Approve out of state travel to Arizona for three members of the Milpitas Police Department's Honor Guard so they may participate in funeral services for retired Police Lieutenant Steven Petrakovitz, with costs paid out of the Police Department budget.

PUBLIC HEARING

7. Hold a Public Hearing and Adopt a Resolution for Time Extension request for an approved Site Development Permit, Site Development Permit Amendment, Conditional Use Permit and Vesting Tentative Map to develop a four-story, 18-unit residential condominium building, up to 52 feet in

height, on a vacant 0.4-acre parcel located at 1316 South Main Street (Staff Contact: Michael Fossati, 408-586-3274)

Recommendations:

- 1) Open the public hearing, receive public comments and move to close the public hearing.
- 2) Adopt a resolution approving the Time Extension (Permit No. TE18-0003) for a Site Development Permit (SD14-0021), Site Development Permit Amendment (SA18-0002), Conditional Use Permit (UP14-0022), and Vesting Tentative Map (MT14-0005) to develop a four-story, 18-unit residential condominium building, up to 52 feet in height on vacant 0.4-acre parcel at 1316 South Main Street.

COMMUNITY DEVELOPMENT

8. Receive Staff Report on Tenant Protection Task Force and Provide Direction (Staff Contact: Sharon Goei, 408-586-3260)

Recommendations:

1. Receive staff report on Tenant Protection Task Force.
2. Direct the City Manager to increase the Project Sentinel contract by \$10,000 for more outreach and engagement, with a focus on pre-eviction services, and to return to City Council with budget proposals to enhance tenant protection services and improved data analytics.
3. Provide feedback on any Task Force issues or core values that staff should further analyze.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE

9. Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court and Approve a Budget Amendment (Staff Contact: Steve McHarris, 408-586-3059)

Recommendation: Adopt a resolution authorizing City Manager to execute a Purchase and Sale Agreement and all related closing documents for property at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court and approve a budget amendment.

10. Consider Fiscal Year 2019-20 Funding for Library Open Hours (Staff Contact: Renee Lorentzen, 408-586-3409)

Recommendations:

- 1) Approve funding in the amount of \$160,624 to maintain Milpitas Library current open hours and direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget.
- 2) Consider funding an additional two hours per week on Friday evenings from 7:00 PM – 9:00 PM in the amount of \$58,359 and if approved, direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget.
- 3) Evaluate the funding of the additional programs and services during the Fiscal Year 2019-20 budget process.

PUBLIC SAFETY

11. Receive Fire Department Standards of Cover Briefing (Staff Contact: Rick Frawley, 408-586-2424)

Recommendation: Receive Fire Department Standards of Cover Briefing completed by Citygate Associates.

LEADERSHIP AND SUPPORT SERVICES

- 12.** Discuss the formation of a City Council Agenda Subcommittee and provide direction to staff on next steps (Staff Contact: Ashwini Kantak, 408-586-3053)

Recommendation: Discuss the formation of a City Council Agenda Subcommittee and provide direction to staff on next steps.

REPORTS OF MAYOR & COUNCILMEMBERS

- 13.** Consider Recommendations for Appointments to the Milpitas Planning Commission and Additional Appointments by the Mayor to Six Commissions (Contact: Mayor Tran, 408-586-3029)

Recommendations:

1. Receive Mayor and Councilmember recommendations for appointments to the Planning Commission, and consider confirming appointments.
2. Receive Mayor's recommendations and approve appointments to the Arts Commission; Economic Development & Trade Commission; Parks, Recreation and Cultural Resources Commission; Public Safety & Emergency Preparedness Commission; Science Technology & Innovation Commission; and the Veterans Commission.

NEXT AGENDA PREVIEW

- 14.** Receive and Review Preview Agenda for Regular City Council Meeting on April 16, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING **APRIL 16, 2019**

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the City operations are open to the people's review.

For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: cdiaz@ci.milpitas.ca.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.ci.milpitas.ca.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on the City website. City Council agendas and related materials can be viewed online here: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 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 mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings.

March 2019						
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Milpitas City Council Calendar

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	7:00 PM -Parks, Recreation & Cultural Resources Commission (AP)	5:30 PM -Closed Session 7:00 PM -City Council	2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (RT) 5:30 PM -Veterans Commission (RT) 7:00 PM -Community Advisory Commission (BN)	10:30 AM -Open Town Hall (Council Chambers) 5:30 PM -Milpitas Chamber of Commerce Board (CM) 5:30 PM -Santa Clara VTA Board of Directors (RT)	3:00 PM -Community Development Roundtable (Room 7/8)	
7	9:30 AM -I-680 Sunol Express Lane JPA (RT) (Oakland) 4:00 PM -Economic Development and Trade Commission (KD)		12:00 PM -SCVWD Water Commission (CM) 4:30 PM -City Council Finance Subcommittee (RT/CM) 7:00 PM -Silicon Valley Clean Energy Board of Directors (BN) (Cupertino) 7:00 PM -Planning Commission	4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD) 7:00 PM -Youth Advisory Commission (AP) 7:00 PM -Cities Assoc of SCC (CM)	1:30 PM -Open Town Hall (PD Community Room)	
14	7:00 PM -Science, Technology, and Innovation Commission (BN)	7:00 PM -Closed Session 7:00 PM -City Council	7:00 PM -Energy and Environmental Sustainability Commission (BN)	11:30 AM -South Bay Odor Stakeholders Group (BN) 6:00 PM -Community Input on Annual Budget Mtg-Senior Center	9:00 AM -VTA Board of Directors Workshop Meeting (RT) 2:00 PM -VTA Safety, Security, and Transit Planning & Operations Committee (RT)	10:00 AM -Brunch with Bunny Senior Center
21		1:30 PM -Senior Advisory Commission (AP)	5:30 PM -SCC Recycling & Waste Reduction Commission (AP) 7:00 PM -Planning Commission	8:00 AM -Community Development Roundtable (Room 7/8)		11:00 AM -Commissioners' Annual Luncheon 
28	6:30 PM -Comprehensive County Expressway Planning Study (RT) (San Jose)	7:00pm -City Council Study Session - Fees				

***Draft* MEETING MINUTES
CITY OF MILPITAS**

Minutes of:	Special Meeting of the Milpitas City Council
Date:	Tuesday, March 12, 2019
Time:	6:00 PM
Location:	Barbara Lee Senior Center, Rooms 140/141 40 N. Milpitas Blvd., Milpitas

ROLL CALL

Mayor Tran called the meeting to order at 6:00 PM and City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano and Nuñez

ABSENT: Councilmember Phan was absent at roll call. He arrived shortly after the meeting started.

Senior staff present: City Manager Julie Edmonds-Mares, Interim Finance Director Jane Corpus, City Attorney Heather Lee and all Department Heads.

APPROVAL OF AGENDA

Upon motion by Councilmember Nuñez and second by Vice Mayor Dominguez, the agenda was approved by a vote of four in favor.

PUBLIC FORUM

Joseph Erhardt, representative of the Milpitas Historical Society (MHS), expressed the non-profit's concerns, in a letter to the Council regarding display of historical items at the Great Mall. MHS wanted to work with the City to have a favorable outcome at seeking space to display the items in a new location if the Mall could not accommodate all of the material currently on display.

Councilmember Nuñez would like this topic to go on the next City Council agenda.

A man resident expressed concern about safety and security in the City and he'd spoken with Milpitas police officers. City budget should include funding for safety and cameras.

A woman resident would like money allocated for "CCTV" closed circuit television, for video surveillance on City streets to help the police to find suspects or criminals.

Police Chief Armando Corpuz responded that there was a CIP project for license plate readers (not including cameras).

A woman resident with her child, a 10 year resident, felt safety was getting much worse, and supported having cameras around the City for safety of residents and help the police.

Evan, resident since 2002, addressed Council with concerns about crime, noting the number of crime incidents in Milpitas he found reported online. He felt there was high rise in crime and would like closed circuit tv cameras around the City for safety.

A woman resident described an incident of a break-in at her home and a need to call the police to help her family. Also her neighbor's home was broken into recently.

Mike Novotny, resident of The Pines neighborhood, was concerned about the proposal for a permit parking program in his neighborhood. A lot more planning must be done on the details of the plan if it is approved and rolled out. He'd sent an email to the Council. Carl, lived on Petersburg Drive for about 6-7 years, voiced support for a CCTV system and had a seven month old child. A suspect was recently apprehended in his back yard.

Tommy, resident, lived near the park, and was concerned about kids hanging out there. Having cameras around the City would help the police and keep people safe.

Woman resident had seen a lot of broken glass around the neighborhoods in the City so she strongly supported having CCTV.

Sherry, resident, supported having CCTV for keeping crime low and many new residents safe, as BART opens in the City.

Cindy, a long time resident, strongly supported having CCTV and knew that this was the major concern of people, including around commercial areas in the City.

Grace, 30 year resident of Milpitas, and felt the City was very safe when her family moved into their home and kids grew up here. However, things have changed. City Council really listened to people, so bring technology or cameras to protect them.

Councilmember Montano clarified to the audience, in reply to comments from speakers, that the City Manager directed work related to the homeless encampment, based on the whole Council's direction.

CONFLICT OF INTEREST Acting City Attorney Heather Lee asked the City Council if any members had any conflicts of interest, and none were reported.

STUDY SESSION FY 2019-2024 CIP

City Manager Julie Edmonds-Mares introduced the process for the evening. City Engineer Steve Erickson would cover the topic of the five-year Capital Improvements Program (CIP) for Fiscal Years 2018-23. He began with a timeline for the City Council, and a basic overview of what CIP is and how to read the large document. He asked Council to receive his presentation and then staff would respond to questions and input from the Council.

Mr. Erickson identified CIP challenges, both in financing and construction. The 5-year CIP was prepared each year consisting of six major categories: improvements for Community, Parks, Streets, Water, Sewer, and Storm Drains. The City Engineer discussed funding sources for the various CIP projects, and the relationship to the next Fiscal Year's budget.

Seven budget priorities previously identified by City Council included: Public Safety, Transportation & Transit, Economic Development & Job Growth, Neighborhoods & Housing, Government & Administration, Environment, and Community Wellness & Open Space. This list was based on a recent Council retreat, and updated priorities from five identified in the previous year.

Staff responded to questions from Councilmembers on funding in the CIP for upgrades to the wastewater treatment plant facility, assistance to VTA for HOV lanes improvements, and other projects completed by developers or other government agencies, in which Milpitas participated.

24 new projects were identified in the CIP for FY 2019-24. Staff listed and reviewed projects in each of the six categories, and answered questions on several of those projects.

Councilmember Nuñez asked the Chief of Police to comment on crime, since speakers mentioned an increase in crime. Chief Corpuz noted overall in Milpitas crime was down versus prior year while auto burglaries and break-ins as a category increased in 2019. Councilmember Phan asked the Chief for details on the capability of security cameras if those were ultimately installed in the City.

An update to the adopted Climate Action Plan by the Public Works Department was identified by staff as a major project. Councilmembers sought understanding of past actions on the CAP, its status (last updated in 2013), and wanted to support this important environmental document. Community engagement was a part of this effort, staff said.

TASP Community Facility Building (in a location to be determined near or in a TASP park) at \$16,000,000 was a large project upcoming identified by staff. Councilmembers sought more information on what the Transit Area Specific Plan fees, which have been collected by the city as developments have been constructed, could be expended towards specifically. Also identified was the potential future Police substation.

The City Engineer explained that the pedestrian overcrossing at Piper Drive in the Transit Area was on track, and would be constructed by the VTA, going out for bids soon. Another CIP would be a pedestrian overcrossing near Trade Zone Blvd. was in the design phase, staff noted.

An update to the Parks Master Plan, looking at park uses, park land and facilities were identified as another significant upcoming CIP. Councilmembers expressed a desire to review the existing ten year old document, so Recreation Director Renee Lorentzen agreed to provide that information.

Traffic calming was discussed, and Councilmembers asked Mr. Erickson to define that term. Speed humps, narrowing a street, special sidewalks and flashing lights, and other measure could comprise traffic calming measures. Funds would be spent on a speed survey and traffic counts, with potential improvements to follow.

Traffic Engineer Steve Chan identified the intent of traffic modeling to find key congestion points in the city and to improve on those, in a study. It would also find how best to move traffic in key corridors for both residents and people coming in to Milpitas to work each day. Councilmember Nunez felt this should be done in concert with other agencies including BART and VTA.

Several Councilmembers mentioned the previously identified need for these issues to be discussed by a Transportation Commission of residents and/or a Transit Subcommittee of the Council. Community should be involved in roads and traffic issues.

Councilmember Nuñez inquired about the bridge over Calaveras Blvd, and need to rebuild that (not a city road), but what about an overall plan for streets, like a Master Plan that exists for other city functions. Planning Director Ned Thomas reminded Council that there would be a Transportation element in the General Plan, as it gets developed, and it would incorporate these major streets needs and work planned in the future.

Traffic Engineer Steve Chan stated the City had not done a city wide traffic calming study, in reply to Vice Mayor Dominguez, while there had been implementation of

several specific projects. Vice Mayor Dominguez was concerned that a study city-wide had not been conducted, though data had been collected over the years.

Planning Director Ned Thomas commented on status of work on the General Plan update, referring to a transportation element to be tied directly to land use, in the coming year.

City Manager Edmonds-Mares acknowledged the sense of urgency on transportation matters and staff would take that back, on streets. General Plan was fully funded, so was in good shape on that. Council would like to get the Subcommittee up and running. On traffic modeling, staff would wait until BART opened. In reply to a Councilmember, it was noted that gas tax was not eligible to spend on the General Plan.

Chief Corpuz explained the automated license plate readers and the potential traffic cameras for security purposes near the BART station or other locations. Mr. Chan described fixed low resolution cameras in specific locations that do not move around. Councilmember Phan inquired about multi-use 360 type cameras for the city.

Next, two sections were reviewed rapidly, with only two project for Water & Sewer utilities, and the Stormwater section of the CIP. Councilmember Montano asked about Measure B funds, and staff showed where those were identified in the CIP document.

Following a short break, the City Council reconvened to discuss unidentified funding needs within the CIP, with a total of \$169 million total with \$42 million of that for recycled water projects. Mr. Erickson displayed a listing of major Community Improvements, Parks, Streets, and Storm Sewer System with significant funding needs. There was no dedicated funding source for stormwater project needs. Funding strategy should be determined, including for the Fire Station 2 project at cost over \$21 million, which may include bond financing.

Financial Consultant Jim Steele discussed and explained approaches to finance long term projects, and approach using bond financing, spreading out costs over many years. This could be strategic way to complete city projects over time. He provided a tentative schedule. The Assistant City Manager described going to the voters in 2020.

Councilmember Nuñez described funding for projects, over a more limited scope of five or six years, rather than the 30 years mentioned by staff for bond issuance with limited risk for this debt. This was an approach used by schools, he noted.

Mayor Tran asked about how older City buildings were built in the past, and staff replied those were funded through bonds.

Mr. Erickson completed his staff presentation with timeline for the proposed 5 Year CIP.

Mayor Tran thanked the City staff for their effort at this meeting, and thanked the City Council for their questions and feedback on the draft CIP.

ADJOURNMENT

Mayor Tran adjourned the special meeting at 9:17 PM.

*Minutes drafted and submitted by
Mary Lavelle, City Clerk*

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of:	Regular Meeting of Milpitas City Council
Date:	Tuesday, March 19, 2019
Time:	5:30 PM Closed Session 7:00 PM Open Session
Location:	Council Chambers, Milpitas City Hall, 455 East Calaveras Blvd., Milpitas

CALL TO ORDER	Mayor Tran called the meeting to order at 5:30 PM. City Clerk Mary Lavelle called the roll. PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano and Nuñez ABSENT: Councilmember Phan was absent at roll call. He arrived in Closed Session.
CLOSED SESSION	City Council convened in Closed Session to discuss two matters listed on the agenda. City Council convened at the dais for the Open Session regular agenda at 7:08 PM.
ANNOUNCEMENT	City Attorney Chris Diaz reported out of Closed Session that Council did vote to initiate litigation, with detail on the subject to be reported later.
PLEDGE	The pledge of allegiance was led by a visiting police officer in the audience, upon invitation by Mayor Tran.
INVOCATION	Councilmember Montano offered a prayer, and wished to remember those who lost their lives in an attack recently in New Zealand. She asked for a moment of silence, and Mayor Tran offered to adjourn the meeting in memory of the Muslim worshippers killed on March 15.
PRESENTATIONS	Mayor Tran proclaimed March 2019 as <i>American Red Cross Month</i> , and the proclamation was accepted by Ms. Thu-Thuy Truong, Vice Chair of the Board of the Silicon Valley Chapter. Vice Mayor Dominguez presented a proclamation declaring the month of March as Women's History Month to Protima Pandey of Santa Clara County Office of Women's Policy. Councilmember Carmen Montano presented a commendation to the Chair of the Santa Clara County's Commission on the Status of Women.
PUBLIC FORUM	A group of local students, led by a young man who was a senior from Milpitas High School and a young woman who was a junior, members of CAT (community advocates) club, addressed the Council. He was President of the club, and one effort was to keep students from using tobacco products. He'd met with Mayor Tran last year on legislation and the group was trying to prevent vaping at the high school. Mayor Tran requested the City Manager to ask staff to bring back information on banning smoking at Multi-Unit Housing in Milpitas. John Agg, 20 year resident of Milpitas and Chair of the Arts Commission, thanked Mayor Tran for meeting with the High School drama teacher and two students recently. Mr. Agg requested on a Council agenda his request to add a Senior high school student to serve in an active role on the Arts Commission. School Board member Dan Bobay who is a member of the Arts Commission asked Council to consider having a student from each of the two Milpitas high schools (MHS and Calaveras Hills).

A boy and a girl, students from “Friday Night Live” of Milpitas High School, were trying to keep teens from using tobacco, cannabis, drugs and alcohol (“AOD”). They wanted to impact peers and stay healthy.

Tom Valore, resident, noted 40,000 residents in US lost their lives due to gun violence. He felt Council should look at what could be done to minimize gun violence in Milpitas. Do something soon, he urged, and asked to have it on the agenda. He also requested that Council take agenda items numbers C9 and C7 off the consent calendar.

Rob Means, 1421 Yellowstone resident, supported Mr. Valore’s comments. He spoke of a handout he provided on an MOU with the County on transit improvements needed, including the use of “PRT” (personal rapid transit). He wanted to meet with Councilmembers on this.

Robert Marini, resident, said he’d made a request for information but had not received any response. He asked for information regarding the water fund and charges to that fund. He spoke of a campaign literature claim by one City Councilmember.

Voltaire Montemayor, resident of Penitencia St, mentioned combination of budget allocation and a respect for the speakers. The proclamations - he supported, and had given blood to Red Cross.

ANNOUNCEMENTS

Mayor Tran invited all to the Spring Valley Firefighters pancake breakfast on Sunday, March 25.

Councilmember Montano requested to the City Manager to invite Valley Transportation Authority to come to Milpitas to allow City Council to learn the status of projects, especially the BART station and pedestrian bridge. Mayor Tran stated he supported her request, as a member of the Santa Clara VTA Board of Directors.

City Attorney Chris Diaz reported that there was a notice in the newspaper for a public hearing on a project time extension request (Main St. development). While it was not on the agenda at this meeting, it would be re-noticed in the newspaper.

Councilmember Nuñez departed the dais and was absent for the remainder of the meeting, following the public forum.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, none were reported.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as amended

City Manager Julie Edmonds-Mares stated that agenda item no. C9 (out of state travel for City Councilmembers) would be amended to delete the request for Councilmember Montano to travel to a conference, due to a conflict with another event at the same time.

Motion/Second: Councilmember Phan/Councilmember Montano

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

CONSENT CALENDAR

Motion: to approve the consent calendar including agenda items no. 1-6, 8, 10-11, and 14-16

Mayor Tran noted Council would remove items no. 7, no. 9 and no. 17, per residents’ requests.

Councilmember Montano requested to remove items no. 12 and no. 13.

Councilmember Phan requested that City Council hear agenda item no. 18 first before other discussion items.

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

- * 1. Council Calendars Accepted City Council calendar for March and April 2019.
- * 2. Meeting Minutes Approved City Council meeting minutes of February 26 and March 5, 2019.
- * 3. EMP Grant to Fire Dept.
1. Adopted Resolution No. 8853 to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager (or designee) to execute the related Agreement with the County of Santa Clara.
 2. Approved budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 2018-19 Operating Budget.
- * 4. Purchase 3 Chevy Tahoe Adopted Resolution No. 8854 authorizing the Purchase Agent to purchase three fire vehicles from the National Auto Fleet Group for the total amount of \$127,721.41 through a cooperative procurement contract through Sourcewell, formerly NJPA.
- * 5. Adopt Resolution for SWIMS
1. Adopted Resolution No. 8855 to approve the award of a sole source contract to Storm Water Maintenance Services, Inc. (SWIMS).
 2. Authorized the City Manager to execute a contract with SWIMS, for the fabrication, installation, and maintenance of Stormtek Storm Drain Inlet Trash Capture Devices for the Trash Removal Devices, Project No. 3713, in the amount of \$290,195.
 3. Authorized the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the project.
- * 6. Adopt Resolution for SB1 Funded Projects Adopted Resolution No. 8856 listing projects for FY 2019-20 to be funded by SB 1 Road Repair and Accountability Act of 2017.
7. Approve Staff Travel Mayor Tran noted a member of public asked for this item to be removed.
- Tom Valore, resident, felt the travel items should be discussed out loud, not just approved on consent. He'd seen comments online about these resources being spent and wanted to know outcome of the travel.
- Mayor Tran said it was a long time policy for out of state travel to be approved by City Council. These events were for professionals to attend conferences. He invited additional speakers from the audience.
- Rob Means, resident, agreed with professionals to keep up to speed on industry and work.
- Robert Marini, resident, wanted to know what was expected from the conference at UESI.
- Mayor Tran asked Public Works Director Tony Ndah to respond, who expressed it was to gain knowledge, opportunity to learn what's new in field, and to network on latest technology.
- Voltaire Montemayor, said it was important to be represented at conferences.
- Motion: to authorize out of state travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, TN, July 21–24, 2019

Motion/Second: Councilmember Phan/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

- * 8. Approve Staff Travel Approved out of state travel for Fire Captain G. Perez to attend training Fire Department Instructors Conference in Indianapolis, IN for the dates of April 4 – 12, 2019. NOTE: Class was canceled so staff would not travel.
9. Approve Travel – Mayor and Councilmembers Resident Robert Marini asked the City Council why it was sending two people to the Mayor’s conference, as he felt one person should be enough.
- Mayor Tran responded with comments to him about the value of the US Mayor’s conference.
- Vice Mayor Dominguez stated she was new in her role as Vice Mayor, so this conference would be a training for her. She felt it was helpful to conduct networking by learning what other cities were doing.
- Mayor Tran next allowed additional speakers from the audience.
- Resident Tom Valore said he raised this issue since he saw some comments online about this.
- Resident Voltaire Montemayor spoke of important conferences and back-up,
- Motion: to authorize and approve out-of-state travels for Mayor Tran and Vice Mayor Dominguez to attend the U.S. Conference of Mayors’ 87th Annual Meeting in Honolulu, Hawaii for total expense amount not to exceed budgeted Conferences/Meeting allocation of \$15,000
- Motion/Second: Councilmember Phan /Councilmember Montano
- Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)
- *10. Amendment No. 2 to Agreement with BMI Approved Amendment No. 2 to the Agreement with BMI Imaging Systems to increase the total value of the assumed Piggyback Agreement of \$84,070.35 by \$150,000 for a new total amount not to exceed \$234,070.35.
- *11. Amendment No. 1 to Agreement with Avolve Approved and authorized the City Manager to execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services in the amount of \$35,074.87, resulting in a new total contract amount of \$369,731.07.
12. Agreement for Measure B Local Streets funds Councilmember Montano asked staff for background on this item.
- City Engineer Steve Erickson came forward and explained what Measure B was and why it took a few years for the money to be available to the City for these street projects.
- Motion: to approve and authorize the City Manager to execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program, \$1.38 million in the next Fiscal Year
- Motion/Second: Councilmember Montano/Councilmember Phan
- Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)
13. Amendment No. 11 to Agreement with Vali Cooper Councilmember Montano wanted some background information. City Engineer Steve Erickson responded to her inquiry, explaining the use of funds was for staff support on the BART extension project work in Milpitas.

Motion: to approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. to extend the Term to December 31, 2019 to continue support on the Silicon Valley Rapid Transit Program Berryessa BART Extension (SVBX) Project No. 4265

Motion/Second: Councilmember Montano/Councilmember Phan

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

- *14. Amendment No. 2 to Agreement with TEA
1. Approved and authorized the City Manager to execute Amendment No. 2 to the Agreement with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System.
 2. Authorized the Purchasing Agent to exercise option years 2 and 3 per the terms of the agreement.
- *15. Approve Submitting SAFER Grant Application
- Authorized the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six Firefighters.
- *16. Reappoint Commissioner
- Reappointed Commissioner Ed Smythe to the Milpitas Veterans Commission to new 3-year term that would expire in February of 2022.
17. Support ACA 1 legislation
- Assistant City Manager Ashwini Kantak responded to Councilmember Montano about why this letter of support for legislation in Sacramento was requested. ACA1 would move the voter approval threshold from 2/3 to 55% for budget financing proposals by cities and other agencies.

Mayor Tran invited speakers from the audience.

Rob Means, resident, was a proponent of democracy and felt this change was a big deal, and fully supported this change in voting.

Motion: to authorize the City Manager to issue a letter of support for Assembly Constitutional Amendment 1 (Aguiar-Curry, D): *Local government financing: affordable housing and public infrastructure: voter approval* to state legislators and representatives at the League of California Cities

Motion/Second: Councilmember Montano/Councilmember Phan

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

COMMUNITY DEVELOPMENT

18. Fee Review/Study
- Deputy City Manager Steve McHarris and consultant Courtney Ramos of Matrix Consulting reported on fees for development projects, including building and planning. Staff needed more training on Trak-It software, so that it was used consistently by all involved department staff.
- At this meeting, requests for direction from City Council included: 100% cost recovery, permit streamlining (reduce time for permits), and service delivery issues for discussion. Mr. McHarris said “time is money” was the prime reason to improve these processes, in reply to Council member Montano.
- Mayor Tran spoke about costs for fees for homeowners to renovate. He wanted to seek financial assistance for seniors to renovate their homes, when they could not afford it, and for disabled persons to build a ramp for Americans with Disabilities (ADA) purposes, for example.

Councilmember Montano replied to the Mayor that the City had such a program, through a loan program for assistance for this purpose. She asked what other cities did with regard to cost recovery. The consultant noted that every city had its own policy.

Vice Mayor Dominguez asked several questions on the permitting process and commented on the speed of processing permits.

Councilmember Phan noted that staff could come back with a Zoning Administrator process, so that position could be authorized to approve some permits or other needs. The position would legally publish decisions. Maybe the City could have the permit approval process on television, or staff noted that meetings could be recorded.

Councilmember Montano heard that process could take a long time. Moving things along faster was a good goal. She wanted to ensure it would be one building inspector that stays with a project. Ms. Ramos commented there was a need for the City to have consistency in application of building codes, following the training of all staff.

Councilmember Phan agreed with seeking 100% cost recovery, to be phased in over time, possibly. He urged being more resourceful with helping applicants who do not speak English. He thanked Mr. McHarris for recommending and bringing the fee study to Council.

No vote was taken on this matter. Mayor Tran invited speakers.

Rob Means, resident, spoke on the report, and looked forward to streamlining processes.

Voltaire Montemayor, resident, mentioned the policies and said to beware of what was happening right from the start.

Tom Valore, resident, was previously on the Board of Directors of the Chamber of Commerce, and felt this issue was heard for more than 20 years (timeliness). Be proactive, he said.

PUBLIC SAFETY

19. Police Staffing Report

Police Chief Armando Corpuz addressed City Council on results of recent staffing needs assessment and operational recommendations. He would identify enhancements in this first organizational assessment ever done. Chief Corpuz provided much statistics and data on police staffing and services, particularly as the City of Milpitas has grown in population, and ultimately the recommendations from the consultant report.

Councilmember Montano asked questions about the impact when the Police reduced the number of sworn officers, some years ago.

Vice Mayor Dominguez asked about School Resource Officers and their role. That officer responded to calls from the high school campus. The Vice Mayor expressed concern for the prevention component of Community Service Officers and did not want crime prevention to get left behind.

As the recommendation on this item, Chief Corpuz asked the Council to simply receive the report from the consultant and comments he'd given.

Mayor Tran thanked him and supported the recommendations.

Councilmember Phan thanked the Chief for efforts to keep the community safe. He wanted to comment on community outreach, and the efforts on that subject.

Councilmember Montano reminded all that the number one priority of the City Council was public safety. She asked about needs for an Information Technology staff person within the

department, as identified by the consultant. She agreed Police needed support staff. She inquired about training for people with mental illness specifically.

Mayor Tran noted the Council's receipt of the report and no vote was taken.

LEADERSHIP

20. New Council Subcommittee

Assistant City Manager Ashwini Kantak explained that this item came in response to direction from the City Council, following its recent retreat meeting. Staff requested feedback and direction. She described a possible new Council Agenda Subcommittee, similar to a nearby city's Rules Committee. Staff provided ideas for the role of a subcommittee and some meeting management ideas.

Vice Mayor Dominguez wanted an opportunity for all Councilmembers to set agenda items and to be transparent about the agenda. She wondered how the three non-subcommittee Council members could place items on a Council agenda. Ideas funneled through a pipeline and would come to the subcommittee.

The Vice Mayor did not want to put anything into the proposed Council Handbook at this meeting while Councilmember Nuñez was absent.

Councilmember Phan commented on the status of the Handbook. He expressed his view that the Council did not want staff to come back with the Handbook nor approve it.

Mayor Tran called a recess at 10:33 PM following some remarks by Mr. Tran. Mayor and City Council returned to the dais at 10:42 PM.

Councilmember Phan disagreed with the second staff topic on the presentation. He felt an Agenda Subcommittee would not be agenda setting and made further comments. His support was for a named Rules Committee.

Councilmember Montano wanted to defer this matter until Councilmember Nuñez was at the dais and so she moved to continue.

Motion: to continue this item to the next City Council meeting of April 2, 2019

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

21. Adopt Resolution on Unrepresented Management in Public Safety Depts.

Mayor Tran announced this would be the last item of the evening.

Human Resources Director Liz Brown explained the resolution needed to correct the compaction of salaries issue in the public safety department management staff, explaining the circumstances that have arisen. When some individuals have been promoted into management, the current salaries do not reflect the duties and at times were lower than those supervised.

Councilmember Phan asked if those affected would receive back pay and Ms. Brown said no, since the action was written to be effective with the date of the next scheduled Memorandum of Understanding pay increases. For Fire, that would occur in July of 2019 and for Police, in January of 2020.

Councilmember Montano asked for an explanation of "Special Pay" as the Human Resources Director mentioned in her report. Ms. Brown responded with some examples of such.

Vice Mayor Dominguez agreed with colleagues to change this situation. She asked to learn if this issue was occurring with non-sworn personnel in other positions, too.

Mayor Tran was supportive of this topic, as recommended.

Motion: to adopt Resolution No. 8857 to amend the classification plan to adjust the salary ranges for unrepresented Police and unrepresented Fire management classifications

Councilmember Phan stated he wanted in the motion to authorize retroactive pay. City Attorney Diaz responded that could be possible, following his research to confirm if it that was legal to do.

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

Motion carried by a vote of: AYES: 4
NOES: 0
ABSENT: 1 (Nuñez)

22. Adopt Resolution for
Labor Relations Officer

This item was not heard.

23. Preview next agenda

Did not review preview list for April 2, 2019 City Council agenda.

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:12 PM following a moment of silence in honor of those who died in New Zealand.

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Award ADA Curb Ramp Transition Project, Project No. 4283 & Project No. 4287
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	4/2/2019
Staff Contact:	Steve Erickson (408) 586-3301
Recommendation:	Adopt a Resolution Awarding a Construction Contract to and to Authorize the City Manager to Execute the Contract to the Lowest Responsible and Responsive Bidder, J.J.R. Construction, Inc., in the Amount of \$660,063.00 for the ADA Curb Ramp Transition Project, Project No. 4283 & Project No. 4287 and Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$132,000 for the Project.

Background:

Project No. 4283 ADA Curb Ramp Transition Program 2016, and Project No. 4287 Street Resurfacing Project 2018 is in the approved Capital Improvement Program. The projects provide for the installation of new Americans with Disabilities Act (ADA) sidewalk curb ramp improvements and for the repair and resurfacing of City streets.

Federal regulations mandate state and local government compliance with the Americans with Disabilities Act (ADA) requirements with respect to public infrastructure improvements. The City conducts annual assessments of its infrastructure to determine where necessary ADA improvements are required to be installed as part of the annual street resurfacing program. The installation of ADA improvements to ensure the City remains eligible to receive Federal Transportation Aid Grant Funding.

On February 5th, 2019, the Council approved the Project plans and specifications and authorized the advertisement for bid proposals of ADA Curb Ramp Transition Project, Project No. 4283 & No. 4287. The Project will include installation of ADA compliant curb ramps, repair damaged sidewalk, curb, gutters, and driveway aprons that no longer meet standards and are damaged from age and invasive street tree roots. The work will occur at selective locations on Jacklin Road, McCarthy Boulevard, Bellew Drive, Technology Drive, SanDisk Drive, North and South Hillview Drive and Murphy Ranch Road (**Attachment 1**).

Analysis:

The Project was advertised in the Milpitas Post on February 8th and 15th, 2019 and five sealed bid proposals were received upon bid opening on February 28th, 2019. The bid proposal included several base-bid items, which is the basis for contract award. The proposal also included one Add Alternate bid for tree removal as part the sidewalk work for consideration of pricing after bid opening. The Engineers estimate for the base bid work is \$700,000, and \$15,000 for the one Add Alternate bid item. The project requires the contractor to work during normal business hours and to finish construction within 75 calendar days.

Base bid pricing ranged from \$640,063.00 to \$737,651.000. The lowest responsible bidder submitting a responsive bid was J.J.R Construction Inc. with a Base Bid amount of \$640,063.00. No bid protests were filed with the City in regards to this Project. The bid result tabulation is included below and in **Attachment 2**.

Bidder	Location	Total Base Bid	Alternative Bid
J.J.R. Construction, Inc.	San Mateo	\$640,063.00	\$20,000.00
Rosas Brothers Construction	Oakland	\$685,300.00	\$40,000.00
Golden Bay Construction, Inc	Hayward	\$696,971.00	\$29,390.00
Sposeto Engineering, Inc.	Danville	\$775,530.00	\$9,000.00
FBD Vanguard Construction, Inc.	Livermore	\$737,651.00	\$21,210.00

Staff recommends awarding a construction Contract to J.J.R. Construction Inc. for the base bid and the Add Alternate for a total contract amount of \$660,063.00. There are sufficient funds available within the project budgets to award a contract to J.J.R. Construction Inc.

As was previously approved for the successful completion of recent projects with tight completion schedules, staff is requesting the use of the same change order policy, see **Attachment 3**. This policy allows for a timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders in order to limit potential claims or risks to the City. The construction contingency established for this Project is \$132,000; approximately 20% of the total contract value. The change order authority is not anticipated to exceed this amount, and the Project would not require additional appropriation.

Policy Alternatives:

Alternative 1: Reject all bids and not proceed with this concrete work ahead of the annual street resurfacing program.

Pro: None.

Con: Not awarding this project ahead of the resurfacing project will add schedule delays to the resurfacing project as the concrete work must be completed first. Not proceeding with the concrete work at all would leave non-ADA compliant ramps in place, and the City could jeopardize its eligibility for future federal funding.

Reason Not Recommended: The completion of concrete work ahead of the street resurfacing construction allows for efficient workflow and minimize rework, and the replacement of damaged concrete and non-compliant ADA ramps is recommended to comply with Federal ADA regulations.

Fiscal Impact: Sufficient funds are available in the project budget. Annual maintenance of new concrete improvements is estimated at \$2,500.

As of January 31, 2019, the uncommitted balance to these projects are as follows:

Project No. 4283	\$346,095
Project No. 4287	\$596,602
Total Balance	\$942,697

Summary of Estimated Construction:

Lowest Responsive Bidder	\$660,063
20% Construction Contingency	\$132,000
Administration	\$40,000
Inspection	\$25,000
Total	\$853,063

California Environmental Quality Act: The project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

Recommendation:

Staff recommends that the City Council adopt a resolution (**Attachment 4**) awarding a construction contract to and authorizing the City Manager to execute the contract with the lowest responsible and responsive bidder,

J.J.R. Construction, Inc., in the Amount of \$660,063; and authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$132,000 for the Project.

Attachments:

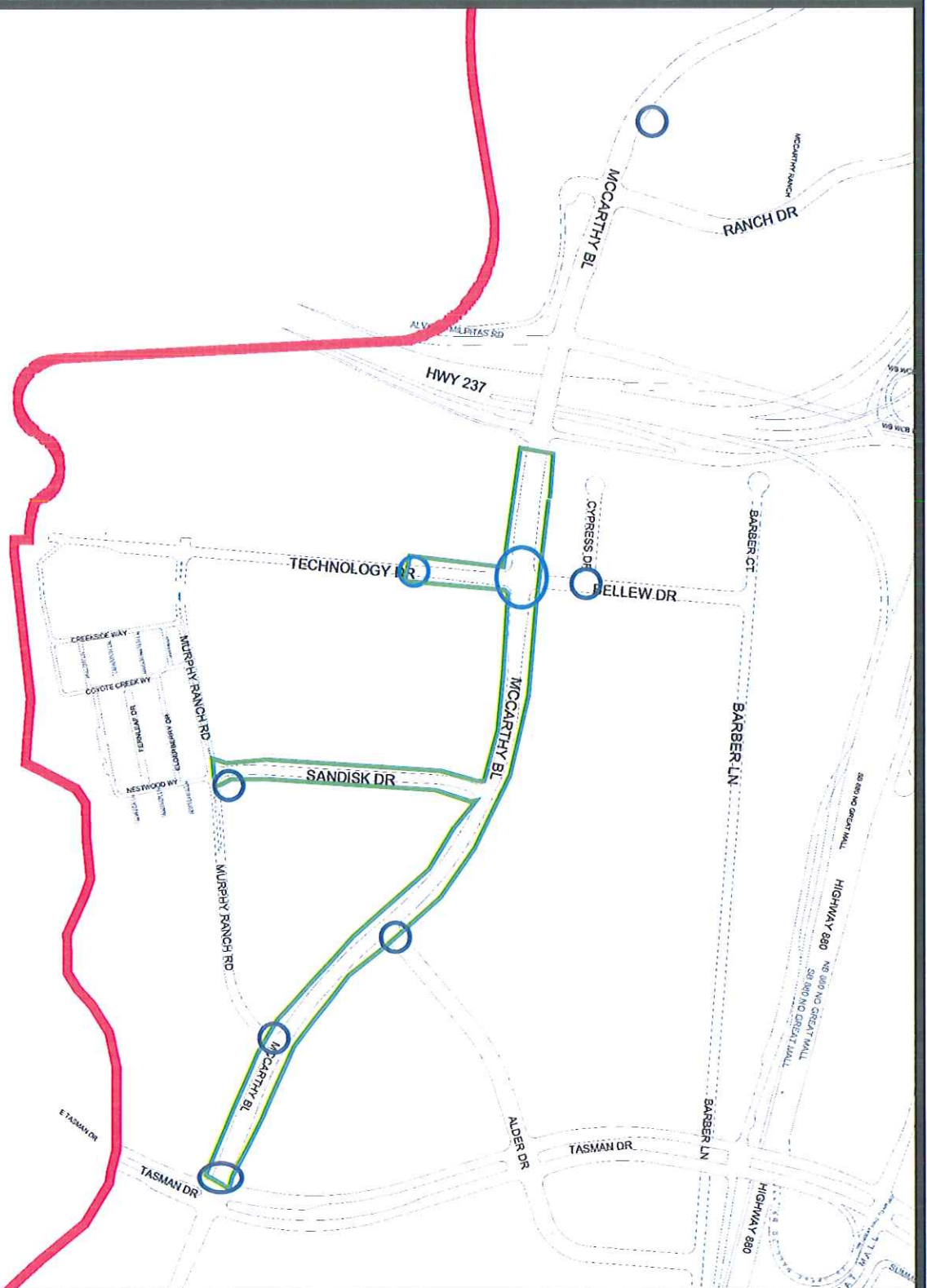
Attachment 1: Location Maps

Attachment 2: Bid summary

Attachment 3: Change Order Policy

Attachment 4: Resolution

- Legend:**
-  Curb Ramp Installation
 -  Sidewalk, Curb, Gutter, Driveway Repair
 -  City Boundary



ADA Curb Ramp Transition Project, CIP No. 4283 & 4287

This map is a product of the
City of Milpitas GIS





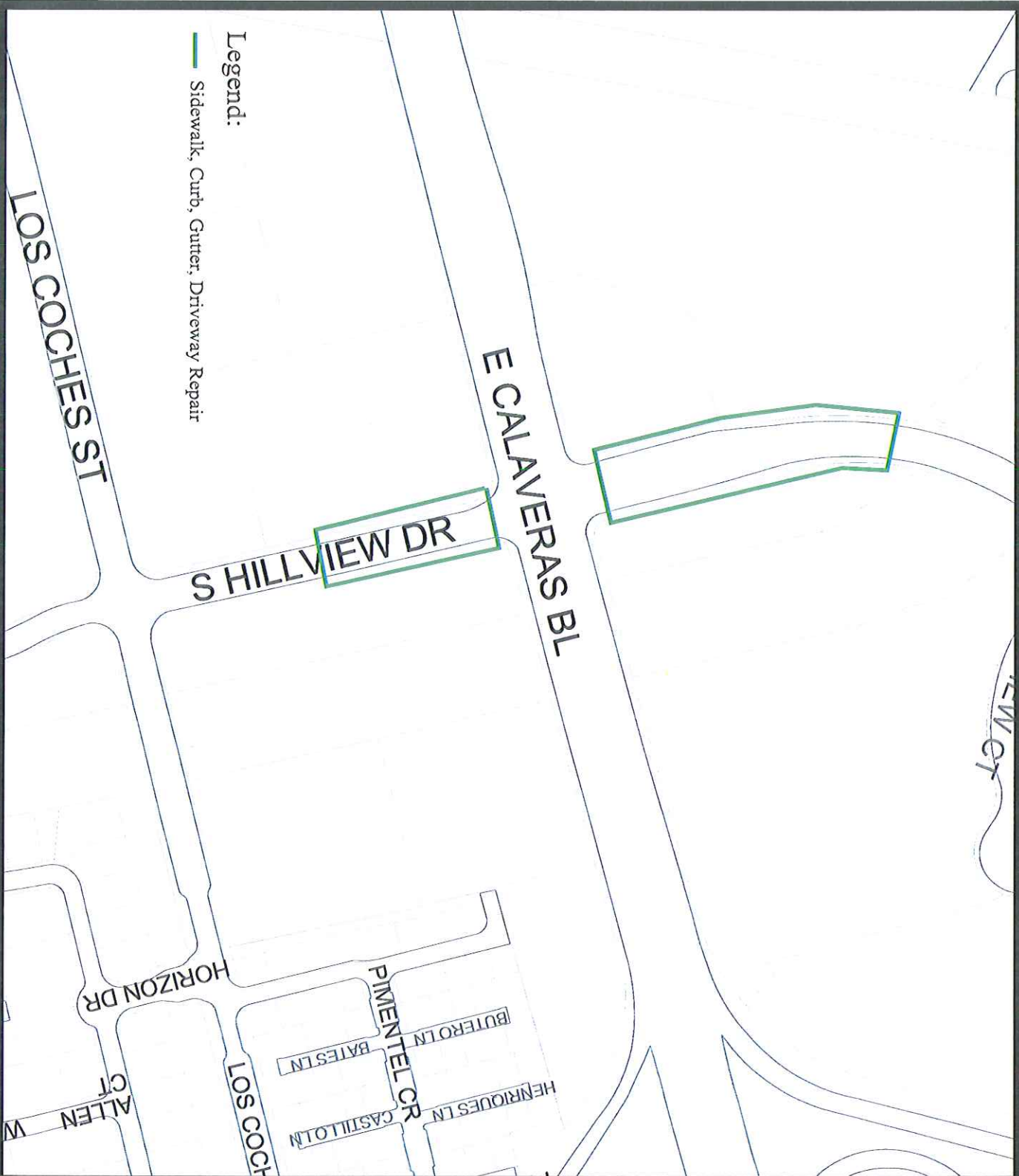
- Legend:**
- Curb Ramp Installation
 - Sidewalk, Curb, Gutter, Driveway Repair



ADA Curb Ramp Transition Project, CIP No. 4283 & 4287

This map is a product of the
 City of Milpitas GIS





ADA Curb Ramp
Transition Project,
CIP No. 4283 & 4287



This map is a product of the
City of Milpitas GIS



CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: ADA Curb Ramp Transition Project
Project No. : 4283 & 4287
Bid Date: February 28, 2019 at 2pm

					Apparent Low Bidder											
			Engineer's Estimate		JJR Construction		Rosas Brothers Construction		Golden Bay Construction, Inc.		Sposeto Engineering, Inc.		FBD Vanguard Construction, Inc.			
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	
1	Mobilization	1	LS	30,000.00	\$30,000.00	20,000.00	\$20,000.00	8,000.00	\$8,000.00	34,100.00	\$34,100.00	20,000.00	\$20,000.00	37,900.00	\$37,900.00	
2	Traffic Control	1	LS	61,500.00	\$61,500.00	50,000.00	\$50,000.00	11,000.00	\$11,000.00	43,112.00	\$43,112.00	34,000.00	\$34,000.00	58,408.00	\$58,408.00	
3	Water Pollution Control Program	1	LS	3,000.00	\$3,000.00	5,000.00	\$5,000.00	7,000.00	\$7,000.00	3,800.00	\$3,800.00	8,000.00	\$8,000.00	4,890.00	\$4,890.00	
4	Remove and Replace Residential Driveway	400	SF	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$27.00	\$10,800.00	\$31.00	\$12,400.00	\$25.00	\$10,000.00	
5	Remove and Replace Curb & Gutter	1,050	LF	\$100.00	\$105,000.00	\$106.00	\$111,300.00	\$100.00	\$105,000.00	\$98.00	\$102,900.00	\$105.00	\$110,250.00	\$60.00	\$63,000.00	
6	Remove and Replace Sidewalk	13,200	SF	\$16.00	\$211,200.00	\$15.35	\$202,620.00	\$16.00	\$211,200.00	\$16.00	\$211,200.00	\$19.00	\$250,800.00	\$21.00	\$277,200.00	
7	Curb Ramp: Case A	7	EA	\$6,000.00	\$42,000.00	\$4,395.00	\$30,765.00	\$6,800.00	\$47,600.00	\$6,350.00	\$44,450.00	\$7,800.00	\$54,600.00	\$5,000.00	\$35,000.00	
8	Curb Ramp: Case B	19	EA	\$6,000.00	\$114,000.00	\$5,815.00	\$110,485.00	\$6,800.00	\$129,200.00	\$6,350.00	\$120,650.00	\$7,600.00	\$144,400.00	\$5,700.00	\$108,300.00	
9	Curb Ramp: Case C	15	EA	\$5,500.00	\$82,500.00	\$4,872.00	\$73,080.00	\$6,800.00	\$102,000.00	\$6,350.00	\$95,250.00	\$6,800.00	\$102,000.00	\$6,200.00	\$93,000.00	
10	Curb Ramp: Case F	1	EA	\$4,500.00	\$4,500.00	\$3,413.00	\$3,413.00	\$6,800.00	\$6,800.00	\$3,914.00	\$3,914.00	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	
11	Median Passage Island	1	LS	\$7,500.00	\$7,500.00	\$6,150.00	\$6,150.00	\$6,000.00	\$6,000.00	\$3,850.00	\$3,850.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	
12	Portable Changeable Message Sign	6	EA	\$2,000.00	\$12,000.00	\$2,000.00	\$12,000.00	\$6,000.00	\$36,000.00	\$3,100.00	\$18,600.00	\$4,000.00	\$24,000.00	\$5,944.00	\$35,664.00	
13	Remove and Replace Traffic Signal Box & Lid	5	EA	\$900.00	\$4,500.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$475.00	\$2,375.00	\$950.00	\$4,750.00	\$421.00	\$2,105.00	
14	Replace Street Light Lid	1	EA	\$500.00	\$500.00	\$250.00	\$250.00	\$300.00	\$300.00	\$120.00	\$120.00	\$560.00	\$560.00	\$421.00	\$421.00	
15	Remove and Replace CATV Box & Lid	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$475.00	\$475.00	\$560.00	\$560.00	\$421.00	\$421.00	
16	Remove and Replace TV Box & Lid	1	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$975.00	\$975.00	\$560.00	\$560.00	\$421.00	\$421.00	
17	Remove and Replace Street Light Box & Lid	1	EA	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$600.00	\$600.00	\$400.00	\$400.00	\$950.00	\$950.00	\$421.00	\$421.00	
Total Base Bid					\$693,400.00		\$640,063.00		\$685,300.00		\$696,971.00		\$775,530.00		\$737,651.00	
18	Alternative Bid #1: Tree Removal	5	EA	\$3,000.00	\$15,000.00	\$4,000.00	\$20,000.00	\$8,000.00	\$40,000.00	\$5,878.00	\$29,390.00	\$1,800.00	\$9,000.00	\$4,242.00	\$21,210.00	
Total Base & Alternative Bid					\$708,400.00		\$660,063.00		\$725,300.00		\$726,361.00		\$784,530.00		\$758,861.00	

List of Sub-Contractors

Description	JJR Construction	Rosas Brothers Construction	Golden Bay Construction, Inc.	Sposeto Engineering, Inc.	FBD Vanguard Construction, Inc.
Sawcutting	Delsecco Core & Son			Benchmark Engineering, Inc.	
Tree removal			Atlas Tree	Mountain F. Enterprises, Inc.	

ATTACHMENT 3

Construction Change Order Policy for ADA Curb Ramp Transition Project, Project No. 4283 & 4287

2007 City Council Approved Construction Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
Under \$50,000	\$5,000	\$7,500
Over \$50,000	10% of Award or \$25,000 whichever is smaller	15% of Award or \$100,000 whichever is smaller

ADA Curb Ramp Transition Project, Project No. 4283 & 4287

<u>Contract Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$660,063.00	N/A	\$132,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AWARDING A CONSTRUCTION CONTRACT TO AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, J.J.R. CONSTRUCTION, INC., IN THE AMOUNT OF \$660,063.00 FOR THE AMERICANS WITH DISABILITIES ACT CURB RAMP TRANSITION PROJECT, PROJECT NO. 4283 AND NO. 4287; AND AUTHORIZE THE DIRECTOR OF ENGINEERING/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$132,000 FOR THE PROJECT

WHEREAS, on February 5, 2019, the City Council approved the plans and specifications and authorized the advertisement for construction bid proposals for the ADA Curb Ramp Transition Project, Project No. 4283 and 4287 (collectively referred to herein as the “Project”), which provides for construction of Americans with Disabilities Act (“ADA”) compliant curb ramps, repairs to damaged sidewalk, curb, gutters, and driveway aprons that no longer meet standards on Jacklin Road, McCarthy Boulevard, Bellew Drive, Technology Drive, SanDisk Drive, North and South Hillview Drive and Murphy Ranch Road; and

WHEREAS, the Engineer’s Estimate for the base bid Project work is \$700,000; and

WHEREAS, the Project was advertised and five sealed bid proposals were received on February 28, 2019. The bid pricing ranged from \$640,063.00 to \$775,530.00. The lowest responsible bidder submitting a responsive bid is J.J.R. Construction, Inc., in the amount of \$640,063.00; and

WHEREAS, the bid package included an add alternate item for consideration of submitted pricing after bid opening, which is for tree removal, if deemed necessary by the City Arborist, to install sidewalk; and

WHEREAS, staff recommends adding the alternate bid item in the amount of \$20,000.00 to the lowest responsible bid, bringing the total construction contract to \$660,063.00; and

WHEREAS, no bid protest was filed with the City within five (5) days of the bid opening as set forth in the Project specifications; and

WHEREAS, sufficient funds to award the Project are available in the Project budget; and

WHEREAS, staff recommends the City Council award a construction contract to J.J.R. Construction, Inc., the lowest responsible and responsive bidder for the Project, and authorize the City Manager to execute a contract in the amount of \$660,063.00 in accordance with State law; and

WHEREAS, staff recommends the City Council authorize the Director of Engineering/City Engineer to negotiate and execute change order(s) in an amount not to exceed \$132,000, approximately twenty percent (20%) of the total contract value, due to the Project’s tight completion schedule and staff’s capability to respond swiftly to unanticipated construction conditions to limit potential claims or risk to the City.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby awards the construction contract to and authorizes the City Manager to execute the contract and related documents with the lowest responsible and responsive bidder, J.J.R. Construction, Inc., in the amount of \$660,063.00 for the Project.
3. The Director of Engineering/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$132,000 for the Project.

PASSED AND ADOPTED this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept the FY 2019 Citizen Options for Public Safety (COPS) Grant
Category:	Consent Calendar-Public Safety
Meeting Date:	4/2/2019
Staff Contact:	Captain Jared Hernandez, 408-586-2406 or Assistant Police Chief Kevin Moscuzza, 408-586-2412
Recommendation:	Accept the 2019 Citizen Options for Public Safety Grant in the amount of \$113,782 and approve a budget amendment

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. COPS provides funding for front-line law enforcement (city police, county sheriffs, and police protection districts); county jails; district attorneys for prosecution; and local juvenile justice programs (since 2000-01).

In FY 2000-01 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 2019 COPS Grant award is \$113,782.00. The Police Department has assembled a grant funding spending plan. 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 30062 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 list of front line municipal police services, or equivalent, to be purchased with the FY 2019 COPS Grant:

1. Polygraph Examiner
2. Firearms Program Equipment and Training Equipment
3. Surveillance Equipment
4. Pursuit Prevention Equipment
5. Evidence Collection and Processing Equipment
6. Canine Training and Equipment

Policy Alternatives:

Alternative 1: Refuse the 2019 COPS Grant of \$113,782.00.

Pros: There are no identified benefits to this alternative.

Cons: The police department would either not have the opportunity to purchase needed equipment or City general funds would be required to purchase the equipment.

Reason not recommended: The FY 2019 COPS Grant does not require matching funds nor are there any requirements that result in a negative impact.

Fiscal Impact:

There is sufficient funding in the FY 2019 COPS Grant to purchase the equipment and pay for services provided in this spending plan. Any unexpected spending beyond the grant allocation will be nominal and the police department's budget can absorb unexpected costs. A budget amendment to appropriate \$113,782 to the Police Department's FY 18-19 Operating Budget is needed.

California Environmental Quality Act: N/A

Recommendations:

1. Accept the 2019 Citizen Options for Public Safety Grant in the amount of \$113,782.
2. Approve a budget appropriation in the amount of \$113,782.00 to the Police Department's FY 2018-19 operating budget.

Attachments:

- a) COPS grant 2019 spending plan
- b) Budget change form

MEMORANDUM

Milpitas Police Department



DATE: February 28, 2019

TO: Honorable Mayor and City Council

THROUGH: Julie Edmonds-Mares, City Manager

FROM: Armando Corpuz, Chief of Police

SUBJECT: **FY 2019 Citizen Options for Public Safety (COPS) Grant**

The City of Milpitas anticipates receiving COPS funds from the state pursuant to Government Code 30061-30063, in the amount of \$113,782.00. These funds must be used to support front line law enforcement services and must supplement and not supplant existing funding for front line law enforcement services. No City matching funds are required.

These funds must be appropriated pursuant to written request from the Chief of Police of the law enforcement agency that provides police services for the City. The request must specify the front line law enforcement needs of the requesting entity.

Below are the planned expenditures for the Fiscal Year 2019 COPS Grant, including tax and shipping, as applicable:

1.	Polygraph Examiner	\$30,260
2.	Firearms Program Equipment	\$34,000
3.	Surveillance Equipment	\$27,500
4.	Pursuit Prevention Equipment	\$3,022
5.	Evidence Collection and Processing Equipment	\$9,500
6.	Canine Training and Equipment	\$9,500
Total:		\$113,782

Further specifics on these spending areas are as follows:

1. Polygraph Examiner (\$30,260):

The police department utilizes a polygraph exam as a valuable tool in criminal investigations and police applicant investigations. The Police Department has two vacant polygraph examiner positions. The extensive certified training expense for a polygraph examiner is approximately \$15,130.00, per student.

2. Firearms Program Equipment and Training Equipment (\$34,000):

The purchase of handguns, rifles, less-lethal devices, less-lethal ammunition, firearm accessories, and training equipment will maintain the firearm program inventory and ensure proper training in the use of the equipment and use of force options. The police department has several new officers and equipment inventory is diminishing. The additional equipment will help ensure all sworn personnel are properly equipped and are provided necessary training.

3. Surveillance Equipment (\$27,500)

The Police Department deploys surveillance equipment in order to apprehend criminals and further criminal investigations. The police department intends to purchase surveillance camera systems, camera system accessories and binoculars. The technology enhances officer and community safety while reducing personnel deployment and costs.

4. Pursuit Prevention Equipment (\$3,022)

Vehicle pursuits expose the police department and city to potential civil liability and place the public at risk. The Milpitas Police Department currently employs equipment and technology to minimize, intervene, and prevent vehicle pursuits. Additional equipment and replacement equipment is necessary to continue our efforts in mitigating vehicle pursuits.

5. Evidence Collection and Processing Equipment (\$9,500)

The Milpitas Police Department has a specialized evidence collection team that documents, processes, and responds to major crime scenes. All major crime scenes must be memorialized with photographs and/or video before and during an investigation. The police department needs to replace camera equipment, camera accessories, and purchase a processing workstation.

6. Canine Training and Equipment (\$9,500)

Police canines are used for suspect tracking, building searches, searching for missing persons, and narcotic detection. Police canines will, at times, operate beyond the physical view of the handler. New camera technology allows the canine to wear a remote camera that can be viewed remotely by the canine handler. The police department would like to purchase such technology and training to enhance safety and document canine activity.

RECOMMENDATION:

Approve the 2019 COPS Grant spending plan.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	261-3567	\$113,782	261-721-4503	\$31,761
☒ Budget Appropriation			261-721-4223	\$82,022
☐ Budget Transfer				

Accept the 2019 Citizen Options for Public Safety Grant in the amount of \$113,782 and approve a budget amendment

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. COPS provides funding for front-line law enforcement (city police, county sheriffs, and police protection districts); county jails; district attorneys for prosecution; and local juvenile justice programs (since 2000-01).

In FY 2000-01 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 2019 COPS Grant award is \$113,782.00. The Police Department has assembled a grant funding spending plan. 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 30062 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 list of front line municipal police services, or equivalent, to be purchased with the FY 2019 COPS Grant:

1. Polygraph Examiner
2. Firearms Program Equipment and Training Equipment
3. Surveillance Equipment
4. Pursuit Prevention Equipment
5. Evidence Collection and Processing Equipment
6. Canine Training and Equipment

Policy Alternatives:

Alternative 1: Refuse the 2019 COPS Grant of \$113,782.00.

Pros: There are no identified benefits to this alternative.

Cons: The police department would either not have the opportunity to purchase needed equipment or City general funds would be required to purchase the equipment.

Reason not recommended: The FY 2019 COPS Grant does not require matching funds nor are there any requirements that result in a negative impact.

Fiscal Impact:

There is sufficient funding in the FY 2019 COPS Grant to purchase the equipment and pay for services provided in this spending plan. Any unexpected spending beyond the grant allocation will be nominal and the police department's budget can absorb unexpected costs. A budget amendment to appropriate \$113,782 to the Police Department's FY 18-19 Operating Budget.

California Environmental Quality Act: N/A

Recommendations:

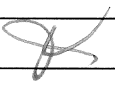
1. Accept the 2019 Citizen Options for Public Safety Grant in the amount of \$113,782.
2. Approve a budget amendment to appropriate \$113,782.00 to the Police Department's FY 2018-19 operating budget.

Attachments:

- a) COPS grant 2019 spending plan
- b) Budget change form

☒ Check if City Council Approval required.

Meeting Date: April 02, 2019

Requested by:	Department Head: Armando Corpuz	Date: March 27, 2019
Reviewed by:	Interim Finance Director: Jane Corpus 	Date: March 27, 2019
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the Milpitas Police Department to respond to the Santa Clara Valley Transportation Authority's Request for Proposal S19032 to Provide Supplemental Law Enforcement Services at the Milpitas BART station campus at 1755 S. Milpitas Boulevard
Category:	Consent Calendar-Public Safety
Meeting Date:	4/2/2019
Staff Contact:	Armando Corpuz, 408-586-2402
Recommendation:	Authorize the Milpitas Police Department to respond to the Santa Clara Valley Transportation Authority's Request for Proposal S19032 to Provide Supplemental Law Enforcement Services at the Milpitas BART station campus at 1755 S. Milpitas Boulevard

Background:

The Santa Clara Valley Transportation Authority (VTA), currently, contracts with the Santa Clara County Sheriff's Office for supplemental law enforcement services. This agreement will expire on June 30, 2019.

The VTA is seeking proposals for qualified law enforcement agencies to respond to Request for Proposal (RFP) S19032 for law enforcement services at the Milpitas BART station, the Berryessa / North San Jose BART station campus, and other VTA properties. The VTA will award up to three contracts for supplemental law enforcement support services. The contract initial term will be two years with five one-year options.

If awarded the contract for the Milpitas BART station, the City of Milpitas would be required to adequately supply law enforcement personnel and equipment to provide law enforcement services at the VTA's Milpitas BART campus.

The deadline to submit proposals is April 16, 2019.

Analysis:

The Milpitas BART station is due to open in December 2019. The Police Department's research on public transit revealed an impact on public resources and an impact on public safety. If awarded the contract, the VTA would provide funding for additional resources, which includes personnel and equipment.

The ability to police the VTA Milpitas BART campus would allow the police department to take a holistic approach to security and safety in and around the campus. If another law enforcement agency obtain the contract, the other agency will only focus on safety and security on the campus. This will negatively impact safety around the area and impact public safety resources in Milpitas without recovering any costs.

Policy Alternatives:

Alternative 1: Do not respond to the RFP.

Pros: The Milpitas Police Department staff will not commit time to the RFP and resume normal duties.

Cons: The Milpitas Police Department will likely experience an increase in call volume without additional funding to increase resources.

Reason not recommended: Obtaining the contract will afford the Milpitas Police Department an opportunity to enhance safety and security in the area in and around the VTA Milpitas BART station campus. The contract will reimburse the City of Milpitas for resources.

Fiscal Impact: The contract is for time and materials. The City of Milpitas will be required to cover expenses and invoice the VTA for services provided. The VTA will reimburse the City of Milpitas within thirty (30) days of invoicing. The annual expense is not yet known.

California Environmental Quality Act: Not Applicable

Recommendation:

Authorize the Milpitas Police Department to respond to the Santa Clara Valley Transportation Authority's Request for Proposal S19032 to Provide Supplemental Law Enforcement Services at the Milpitas BART station campus at 1755 S. Milpitas Boulevard

Attachments:

Memorandum to Chief of Police Armando Corpuz from Captain Raj Maharaj
VTA Request for Proposal S19032

MEMORANDUM

Milpitas Police Department



Armando Corpuz
Chief of Police

DATE: March 21, 2019

TO: Armando Corpuz, Chief of Police

FROM: Raj Maharaj, Captain

SUBJECT: Santa Clara Valley Transportation Authority Request for Proposal
for Supplemental Law Enforcement Support Services – RFP S19032

On March 15, 2019, the Santa Clara Valley Transportation Authority (VTA) published a Request for Proposal (RFP) for Supplemental Law Enforcement Support Services at three separate locations within Santa Clara County, one of which is the Milpitas BART Station campus, located at 1755 South Milpitas Boulevard.

Allowing the Milpitas Police Department to integrate law enforcement services at the Milpitas BART campus affords us the opportunity to take a holistic approach to safety and security at the BART campus and surrounding area. In addition, the Milpitas BART campus is geographically within our jurisdiction and the Milpitas Police Department can provide the fastest response times and swiftest support for incidents at the transit facility.

The Milpitas Police Department, if awarded the law enforcement services contract by VTA, could recoup operating expenditures for services rendered at the transit hub, which would include labor and training costs, safety equipment, and emergency vehicles; while continuing to provide professional law enforcement services that our citizens and business community expect from their local police department.

The RFI mentions VTA's retention of other law enforcement services to supplement local law enforcement with the goal of ensuring safety and security. Allowing the Milpitas Police Department to integrate law enforcement services at the Milpitas BART campus affords us the opportunity to take a holistic approach to safety and security at the BART campus as we will be in the best position to evaluate and respond to surrounding issues potentially affecting campus security and safety. In addition, the Milpitas BART campus is geographically within our jurisdiction and the Milpitas Police Department can provide the fastest response times and swiftest support for incidents requiring additional staff.

I recommend the Milpitas Police Department submit a proposal to furnish supplemental law enforcement services for VTA at the Milpitas BART Station campus, as we are best fit to provide police services to our citizens, business community, and patrons using the VTA system in the City of Milpitas.

 3/21/2019
C.O.P.

Request for Proposals RFP S19032

Supplemental Law Enforcement Support Services

March 15, 2019
Gina Cole, Contracts Administrator

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INTRODUCTION The Santa Clara Valley Transportation Authority, also known as VTA, is the result of a 1995 merger between two previously separate entities: the Santa Clara County Transit District and the Congestion Management Agency for Santa Clara County. VTA is an independent special district responsible for bus and light rail operations, congestion management, specific highway improvement projects and countywide transportation planning. As such, VTA is both an accessible transit provider and multi-modal transportation planning organization involved with transit, highways, roadways, bikeways, and pedestrian facilities. There are four operating/maintenance facilities located within Santa Clara County. The administrative headquarters is located separately from these four facilities.

For more information about VTA, log on to www.VTA.org.

ABOUT RFP S19032: VTA seeks proposals from qualified law enforcement agencies to provide supplemental law enforcement support services throughout all of VTA's properties and service areas, including those connected with the extension of Bay Area Rapid Transit ("BART") from Alameda County into Santa Clara County. These VTA properties and service areas are identified as three separate locations for purposes of the provision of supplemental law enforcement support services:

- (1) VTA properties and service areas, excluding BART service areas identified as Location 2 and Location 3 immediately below ("Location 1"), as defined in greater detail in Section IX Scope of Services.
- (2) The Berryessa/North San Jose BART station campus, as defined in greater detail in Section IX Scope of Services and depicted in Attachment 2 ("Location 2"). BART Police Department will provide law enforcement services within the station building, police zone facility, Berryessa Multi-purpose structure, and the BART operating corridor.
- (3) The Milpitas BART station campus, as defined in greater detail in Section IX Scope of Services and depicted in Attachment 3 ("Location 3"). BART Police Department will provide law enforcement services within the station building, Milpitas Multi-purpose structure, and the BART operating corridor.

Hereinafter, each location may be individually referred to as a "Location" and collectively as the "Locations".

Proposers may submit a proposal to provide supplemental law enforcement support services for one, two, or all three of the Locations, subject to the requirements set forth herein.

I. INSTRUCTIONS TO PROPOSERS

- A. PROCUREMENT SCHEDULE:** VTA's procurement schedule dates are listed in Table 1 below. All dates set forth in this RFP are subject to change at VTA's sole discretion, and will be provided to agencies submitting a Proposal under this RFP ("Proposers") as an addendum. All references in this RFP to "time" are Pacific Time.



Table 1

ACTIVITY	DATE/TIME
Issue RFP	March 15, 2019
Pre-Proposal Conference & Site Tour	March 22, 2019 @ 10:00 a.m.
Deadline to Submit Questions	March 24, 2019
Deadline to Submit Proposal	April 16, 2019
Interviews	April 23 and 24, 2019, if necessary

- B. DESIGNATED POINT OF CONTACT:** All communications with VTA regarding this RFP shall be in writing (US mail/ email) to the Designated Points of Contact identified below. All emails must indicate in the subject line “RFP S19032 for Supplemental Law Enforcement Support Services.” No telephone calls will be accepted. Except as otherwise provided herein, no contact will be entertained by the Procurement, Contracts, and Materials Management staff outside of the formal Q&A period, and/or by anyone other than the Designated Point of Contact regarding this RFP.

Any unauthorized contact related to this RFP is prohibited. Any breach of this provision may result in the Proposer’s submittal being deemed non-responsive and may be cause for rejection.

The Designated Points of Contact for this procurement are as follows:

Gina Cole, Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: gina.cole@VTA.org

Alternate point of Contact:

Ephraim Cadaing, Senior Contracts Administrator
Santa Clara Valley Transportation Authority
3331 North First Street, Building A
San Jose, California 95134
Email: ephraim.cadaing@VTA.org

- C. PRE-PROPOSAL CONFERENCE AND SITE TOUR:** All prospective Proposers are strongly encouraged to attend the pre-proposal conference and site tour scheduled at the date and time stated on Table 1.

The pre-proposal conference and first site location tour will be conducted at:

Location 2
Berryessa/North San Jose BART Station
925 Berryessa Station Way
San Jose, CA 95133



Shortly after the Location 2 tour, a second site location tour at the Milpitas BART Station will be conducted at:

Location 3
Milpitas BART Station
1755 S. Milpitas Blvd.
Milpitas, CA 95035

Important Notes:

These facilities are still under construction. Site tour participants are required to bring and wear appropriate clothing, footwear, and personal protective equipment (“PPE”) while at Location 2 and/or Location 3. Appropriate clothing and footwear include:

1. long pants (no skirts or shorts)
2. an elbow length shirt (at a minimum)
3. socks
4. a hard hat
5. safety glasses
6. gloves
7. a high visibility vest
8. steel toed boots (or alternatives shown below)

Examples of acceptable footwear:



Site tour participants must fill out Attachment 1 “Visitor Release and Indemnification for VTA’s BART Silicon Valley Berryessa Extension Project.” Site tour participants must print and sign a copy of Attachment 1 and bring it with them to the site tour.

D. EXAMINATION OF PROPOSAL DOCUMENTS: By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve VTA’s objectives.

E. ADDENDA/CLARIFICATIONS: VTA reserves the right to make changes to these Request for Proposal documents as it may deem appropriate up until the date for submission of the Proposals (set forth in Table 1). Any and all changes to this RFP will be made by written addendum, which will be issued by VTA to all prospective Proposers who have registered and downloaded the Proposal documents at the VTA website. All addendum and other related materials will be posted to the VTA.org procurement site.



Prospective Proposers will be notified by email when information has been posted to the VTA procurement site for this RFP. NOTHING RELIEVES PROPOSER FROM BEING BOUND BY ADDITIONAL TERMS AND CONDITIONS IN ADDENDA.

Questions or comments regarding this RFP must be submitted in writing and must be received by VTA no later than the date and time stated in Table 1. Email questions must be submitted to the Designated Points of Contact listed above and must include “RFP S19032 QUESTIONS” in the subject line.

Responses from VTA will be published on the VTA online procurement website.

F. SUBMISSION OF PROPOSALS:

All Proposals must be submitted to the Designated Points of Contact no later than the date and time stated in Table 1.

The Proposer shall submit seven (7) printed copies and one (1) electronic copy (CD, DVD, or flash drive) of the Proposal.

The package must bear the Proposer’s name and address, and be clearly labeled as follows:

“RFP S19023 Supplemental Law Enforcement Support Services”

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer submitted as part of the Proposal will become the property of VTA when received by VTA and may be considered public information under applicable law. Any proprietary information in the Proposal should be identified as such. VTA does not typically disclose proprietary information to the public, unless required by law; however, VTA cannot guarantee that such information will be held confidential.

G. WITHDRAWAL OF PROPOSALS: A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by delivering to the Designated Points of Contact a written request for withdrawal signed by, or on behalf of, the Proposer.

H. RIGHTS OF VTA: VTA may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

VTA reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.



- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Solicit best and final offers from all or some of the Proposers.
- Award a supplemental law enforcement support services contract to one or more Proposers.
- Waive informalities and irregularities in Proposals.
- Conduct interviews at its discretion.
- Accept other than the lowest offer.
- Negotiate with any, all or none of the Proposers.

I. CONTRACT TYPE: It is anticipated that VTA will award one, two, or three supplemental law enforcement support services contracts (each individually a “Contract” and, collectively, “Contracts”). If awarded, each Contract will be a time and materials contract with an initial term of two (2) years with five (5) one-year options. This RFP does not commit VTA to enter into such Contracts nor does it obligate VTA to pay for costs incurred in preparation or submission of Proposals or in anticipation of entry into a Contract.

J. COLLUSION: By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham, collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not, directly or indirectly, induced or solicited any other person to submit a sham Proposal or any other person to refrain from submitting a Proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a Proposal.

K. AUDIT REPORT/REQUIREMENTS: Proposers must agree to abide by the requirements in Chapter III, paragraph 4 of FTA Circular 4220.1F. Every Proposer that has been the subject of any audit report by any government or public agency or qualified independent CPA must attach with its Proposal the latest such audit report, including direct labor, materials, fringe benefits and general overhead.

Proposers must also agree to submit cost or pricing data in accordance with 48 CFR Part 15.408 Table 15-2.

L. ECONOMIC INTEREST FORM 700: The Proposer’s key person as well as other positions within his or her agency, determined by VTA, to be participating in the making of governmental decisions will each be required to file a Form 700 the financial disclosure form mandated by the Fair Political Practices Commissions (FPPC). The Form 700 will be required to be filed upon execution of the Contract in which the VTA retains the services of the Proposer, annually thereafter, and upon separation of services pursuant to FPPC rules and regulations.

M. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits and attachments referenced in this RFP are incorporated herein by this reference.



II. PROPOSER'S MINIMUM QUALIFICATIONS

A. REQUIRED MINIMUM QUALIFICATIONS: The following qualifications are the minimum required qualifications that a Proposer must have in order for a Proposal to be considered:

1. The Proposer must have the authority to exercise law enforcement jurisdiction in the Location or Locations on which it proposes.
2. The Proposer must be a public law enforcement agency and either (i) have experience contracting with transit agencies or other public agencies or (ii) have experience working with other law enforcement agencies and/or private security companies for force multiplier experience and/or opportunities.

III. EVALUATION AND SELECTION

A. EVALUATION CRITERIA: The following criteria will be used to evaluate Proposals:

Qualification of the Proposer	30 Points
Staffing and Deployment Plan	30 Points
Project Understanding	10 Points
Cost Proposal	30 Points

1. **QUALIFICATION OF THE PROPOSER:** Qualifications to be considered include but are not limited to: the Proposer must be a public law enforcement agency and either (i) have experience contracting with transit agencies or other public agencies; or (ii) have experience working with other law enforcement agencies and/or private security companies for force multiplier experience and/or opportunities. The Proposer must also have the financial resources, equipment, and organizational structure to ensure the Proposer can execute the services outlined in the scope within the required deployment times. An evaluation for the feasibility of the proposed (i) location(s) of contracted staff, (ii) deployment, (iii) vehicles, and (iv) equipment may also be performed by VTA. Response times, according to priority level, for calendar years 2017 and 2018 will also be considered.
2. **STAFFING AND DEPLOYMENT PLAN(S):** Qualifications of staff to be considered include proposed key law enforcement personnel, including their level of involvement in performing the work outlined in the scope of services. Proposer's deployment plan must satisfy the following minimum requirements for each Location for which the Proposer is submitting a Proposal:
 - a. Location 1: Proposer must be able to fully perform *all* services required for Location 1 no later than July 1, 2019.



- b. Location 2: Due to the fact that services required for Location 2 are strongly tied to the start of new BART service planned to begin by December 2019, Proposer may propose a bifurcated deployment plan that meets the minimum requirements described in this paragraph. This bifurcated deployment plan must propose: (i) an initial deployment starting July 1, 2019, which is sufficient and appropriate to address the level of services required before BART services actually begin; and (ii) a full deployment to perform *all* services required for Location 2 beginning no later than December 2019 (or such other date as VTA may require with reasonable advance notice).
 - c. Location 3: Due to the fact that services required for Location 3 are strongly tied to the start of new BART service planned to begin by December 2019, Proposer may propose a bifurcated deployment plan that meets the minimum requirements described in this paragraph. This bifurcated deployment plan must propose: (i) an initial deployment starting July 1, 2019, which is sufficient and appropriate to address the level of services required before BART services actually begin; and (ii) a full deployment to perform *all* services required for Location 3 beginning no later than December 2019 (or such other date as VTA may require with reasonable advance notice).
 - 3. **PROJECT UNDERSTANDING:** Proposer's demonstrated understanding of the project requirements as it relates to the scope, project approach, and work plan. The Proposer's proposed work staffing model and deployment of resources will be considered to evaluate the Proposer's understanding of the requirements. Additionally, the Proposer's priority level response time commitment to VTA will be evaluated as well as Proposer's schedule for explosive ordnance detection sweeps as required in the Scope of Services.
 - 4. **COST PROPOSAL:** The reasonableness of the total price, to include fully burdened rates for the proposed staffing model as well as all incidental costs necessary to deploy will be considered.
- B. EVALUATION PROCEDURE:** The review board will evaluate Proposals based on the pre-established criteria to determine the Proposal is providing the best value. VTA may establish a shortlist of Proposers to interview and reserves the right to conduct interviews at its discretion.
- Proposers are asked to keep the interview dates stated in Section I(A) Table 1 available in the event the review board conducts interviews. If invited to interview, VTA will notify the selected Proposers regarding the schedule and other pertinent interview information. Typically, the interview is scheduled for one (1) hour and requires attendance by key law enforcement personnel and /or support staff as deemed necessary by the Proposer.
- The names of the review board members are not revealed prior to the interviews. The individual or composite rating and evaluation forms prepared by individual review board members are not retained by VTA and will not be revealed.



- C. BASIS OF AWARD:** Award may be made on the basis of initial Proposals submitted but VTA reserves the right to conduct negotiations or discussions.

This is a “best value” procurement based on procedures consistent with California public contract code section 20301(a). “Best value” is a selection process where the award is based on a combination of price and qualitative considerations. A best value procurement requires tradeoffs between price and non-price factors to select the best overall value to VTA.

Thus, subject to VTA’s right to reject any or all proposals, VTA will make the award to the responsible Proposers(s) whose Proposal(s) is/are most advantageous to VTA. Accordingly, VTA may not make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal if doing so would not be in the overall best interest of VTA.

IV. PROPOSAL FORMAT AND CONTENT

- A. FORMAT:** Proposals must be typed, must be as concise as possible and may not include any unnecessary promotional material. The nature and form of response are at the discretion of the Proposer, but must include the information listed below.

- B. CONTENT:** The Proposer shall include the information described below:

- 1. QUALIFICATIONS OF THE PROPOSER:** A response to this section must include a profile of the Proposer, including its authorization to function as a law enforcement agency in the Location(s) on which it is proposing and the following representations and warranties: (i) “[INSERT NAME OF PROPOSER] represents and warrants that it has and will continue for the duration of the Contract to have the authority to exercise law enforcement jurisdiction over [INSERT LOCATION(S) PROPOSER IS PROPOSING ON];” and (ii) “[INSERT NAME OF PROPOSER] represents and warrants that it has the ability to access all online law enforcement and regulatory databases and programs described in the Scope of Services for purposes of (a) accessing relevant information for law enforcement purposes; and (b) accessing and submitting required information and reports on behalf of VTA.” The response must also include a detailed description of the Proposer’s size and capacity to perform the work. In addition, the response must include a description of the Proposer’s previous experience on similar or related projects. A description of pertinent experience must include a summary of the work performed, billing structure, data collection, quality of work, and plans to support an audit. The Proposer must also detail the financial resources, equipment, and organizational structure it intends to utilize to execute the services outlined in the scope within the required deployment times. A response to this section must also include the Proposer’s historical response times according to priority level. These historical



- response times will require Proposer to provide the following information for calendar years 2017 and 2018: (i) identification of the different priority levels used by Proposer for service calls (e.g., Priority Level 1, Priority Level A, Priority Level Red); (ii) a detailed description/definition of what each priority level means; (iii) the response times of the Proposer to each priority level; and (iv) a detailed description of how response times for those calls are calculated. Proposer will use Form 5 to provide this information. Lastly, a response to this section must also include a description of the Proposer's experience related to: (i) contracting with transit agencies or other public agencies or (ii) working with other law enforcement agencies and/or private security companies for force multiplier experience and/or opportunities.
2. **STAFFING AND DEPLOYMENT PLAN(S):** A response to this section must include a well-conceived staffing plan, deployment plan, and work plan. A response to this section of the Proposal must also establish the Proposer's understanding of VTA's objectives and work requirements and the Proposer's ability to satisfy those objectives and requirements. The work plan must be outlined to include, planning, coordination, communication, training, reporting and audit performance. Qualifications of the proposed staff, including key law enforcement personnel and their level of involvement in performing the work outlined in the Scope of Services, must be provided in this section. The response must also discuss how the Proposer would propose to staff Location 1, 2, and/or 3 (depending on which Location(s) the Proposer is proposing on) described in the Scope of Services and provide a work plan, including assignments, and indicating the resources required to deploy within the times required herein. If Proposer wishes to propose a bifurcated deployment plan for Location 2 and/or 3 as described in Section III(A)(2)(b)-(c), Proposer must include the rationale and timing for each of the interim staff deployment and the full staff deployment plans. An organizational chart for the Proposer and resumes for key law enforcement personnel must be included. Key law enforcement personnel will be an important factor considered by the review board.
 3. **PROJECT UNDERSTANDING:** Proposer's response to this section must demonstrate the Proposer's understanding of the project requirements. The Proposer must submit its proposed staffing model showing the deployment of resources, including a proposed schedule for explosive ordnance detection sweeps as required in the Scope of Services. This staffing model will be considered in the evaluation of the Proposer's understanding of the requirements. As a response this section, the Proposer will also provide a priority level response time commitment to VTA using Form 6.
 4. **COST PROPOSAL:** The Proposal must include total Contract pricing for 2 base years plus 5 one-year options for providing the full scope of supplemental law enforcement services outlined in this RFP for Location 1, 2 and/or 3. A separate cost proposal must be submitted for each Location on which the Proposer proposes. All cost proposals must be submitted on Form 4.



V. ADMINISTRATIVE SUBMITTALS

The Proposer must complete all forms attached hereto and submit them with the Proposal.

VI. BUSINESS DIVERSITY PROGRAM POLICY: Contractor shall adhere to VTA's Business Diversity Program requirements.

A. DISADVANTAGED BUSINESS ENTERPRISE POLICY: VTA has established a Disadvantaged Business Enterprise ("DBE") program in accordance with U.S. Department of Transportation ("DOT") regulations 49 CFR Part 26. VTA has received Federal financial assistance from the DOT, and as a condition of receiving this assistance, VTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of VTA to ensure that DBE firms, as defined in 49 CFR Part 26, have an equitable opportunity to receive and participate in DOT-assisted contracts.

1. DBE WITH NO GOAL REQUIREMENT: In connection with performance of this Contract, the Office of Business Diversity Programs ("OBDP") has not established a Contract specific DBE participation goal for this project. However, the Proposer agrees to cooperate with VTA in attempting to meet its DBE overall goal of 13% for Federal Fiscal Year 2017-2019. In this regard Proposer will use all reasonable efforts to ensure that DBE firms have an equitable opportunity to compete for subcontract work under this Request for Proposals.

2. CONTRACTOR REGISTRATION: All DBE firms listed on Form 8, Listing of DBE Prime and Subcontractors, must be certified by the California Unified Certification Program ("CUCP") at the time of Proposal submittal to be counted toward VTA's overall DBE goal. Proposers must comply with VTA's DBE Program Policy and Requirements on utilization of DBE firms.

a. It is the Proposer's sole responsibility to verify and provide subcontractor's DBE certification to VTA.

b. The list of certified CUCP DBE firms is available at: http://www.dot.ca.gov/hq/bep/find_certified.htm.

The CUCP DBE application is available at the OBDP website at: www.vta.org/osdb.

3. CONTRACTOR REPORTING: Proposer will be required to submit electronic monthly DBE utilization reports to the VTA's OBDP through our web-based online system (B2Gnow), accessed from any computer via the internet at the following website: <https://VTA.sdbbe.com>. The monthly reports will document payments to the prime and the prime will report payments made to their sub-contractors. At the end of this Contract, Contractor will be required to submit a Final DBE Utilization Report.



Each Contractor and sub-consultant will receive an email providing information with Log-On identification, password and instructions on how to use the system. Proposer agrees to submit any and all required electronic reports to the OBDP.

4. **FINAL DBE SUBMITTAL:** At the conclusion of this Contract, Contractor will be required to electronically submit a final DBE Utilization Report by indicating a final audit where requested in the B2Gnow system.

B. FRAUDS AND FRONTS: Contractors are cautioned against knowingly and willfully using “fronts” to meet the DBE goal of the Contract. The use of “fronts” or “pass through” subcontracts to non-disadvantaged firms constitutes a criminal violation.

VII. INSURANCE REQUIREMENTS: Contractor shall adhere to the insurance requirements set forth in Exhibit A2. Proposer’s attention is directed to the insurance requirements in the exhibit. It is highly recommended that Proposers confer with their insurance carriers or brokers in advance of Proposal submission to determine the availability of insurance certificates and endorsements that will be required for the Contract awarded through this RFP.

VIII. PROTESTS

A. SOLICITATION PHASE: Prior to the closing date for submittal of Proposals, a Proposer may submit to VTA protests regarding the procurement process, or alleged improprieties in specifications, or alleged restrictive specifications. Any such protests must be filed no later than ten (10) working days prior to the scheduled closing date. If necessary, the closing date of this solicitation may be extended pending a resolution of the protest.

B. PRE-AWARD: Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of Proposals must be filed within five (5) working days after issuance of the Notice of Recommended Award. Protests will contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of VTA’s final decision prior to issuance of award.

Protestors shall have an opportunity to appear and be heard before the agency prior to the opening of Proposals in the case of protests based on the content of the request for Proposals or prior to final award in the case of protests based on other grounds. Proposer’s requests and protests shall be **in writing only** and be addressed to:

Santa Clara Valley Transportation Authority
Attn: Thor Vue, Chief Procurement Officer
Procurement, Contracts & Materials Management
3331 North First Street, Building A
San Jose, California 95134



The full text of VTA's Policy No. 36 may be obtained at <http://www.vta.org/about-us/doing-business-with-vta-policies>. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

If this Contract is financed with federal assistance, pursuant to 2 C.F.R. § 200.318(k), protesters may raise, with the FTA, matters that are primarily a federal concern. Protesters must raise any federal matters arising out of VTA's award of a contract within five (5) business days of VTA's final decision of the Proposal protest. See 2 C.F.R. § 200.318(k) for details.



IX. SCOPE OF SERVICES:

The Proposer awarded the Contract for any Location(s) will commit dedicated law enforcement personnel to perform (i) public safety and security services and (ii) communication and dispatch services to support VTA and/or BART transportation services, as applicable, exclusively within the awarded Location(s). To adequately perform these committed law enforcement services, the Proposer awarded the Contract will (i) assign appropriate sworn law enforcement personnel and appropriate administrative personnel to perform the services described below, (ii) require the assigned sworn law enforcement personnel to not leave the assigned Location(s) for the duration of their shift(s), and (iii) provide sworn law enforcement personnel to timely respond to calls for service and based on the priority levels and response times agreed upon between VTA and the winning Proposer.

A. Services Required for Each Location

For each Location, the Proposer awarded the Contract for that Location will assign appropriate law enforcement personnel to perform the following services at the relevant Location(s):

1. Provide sworn law enforcement personnel to respond to calls for service 24 hours per day, 7 days per week that come through (i) VTA's Operation Control Center ("OCC"), (ii) VTA's Emergency Blue-Phone system, and (iii) law enforcement dispatch systems on all property owned, controlled, and/or leased by VTA and onboard VTA transit, paratransit, and non-revenue vehicles.
2. Provide sworn law enforcement personnel to enforce all applicable state and local laws, including VTA ordinances.
3. Provide sworn law enforcement personnel to conduct explosive ordnance detection sweeps on all property owned, controlled, and/or leased by VTA and onboard VTA transit, paratransit, and non-revenue vehicles, on a frequency as proposed by Proposer and as requested by VTA.
4. Sworn law enforcement personnel to issue VTA parking citations, as appropriate, on property owned, controlled, and/or leased by VTA.
5. Provide administration and oversight of VTA's parking citation appeals process.
6. Collect and provide crime reports and statistics, as required by federal, state, regional, and local regulatory agencies, for funding- and regulatory-compliance reports, including completion of National Transportation Database ("NTD") crime statistical reporting requirements for incidents occurring at each relevant Location.
7. Provide a special sworn law enforcement unit that will conduct investigations into criminal and security-related incidents (including vandalism and graffiti) that (a) occur on property owned, controlled and/or leased by VTA; (b) occur on VTA transit,



- paratransit, and non-revenue vehicles); (c) occur at VTA events (including Board and committee meetings and community outreach events); (d) affect VTA operations and services; and (e) involve VTA employees, directors, consultants, patrons, or guests.
8. Provide additional supplemental sworn law enforcement or special transit security services and related equipment and supplies, as needed and requested by VTA. This may include, for example, more staffing than what is regularly required for large crowd and high security events, to be paid at rates no higher than the hourly rates specified in the Proposal.
 9. As requested by VTA, participate and present at VTA Board of Directors meetings, Board of Directors committee meetings, community forums, public outreach events, and other external partnership events on behalf of VTA, including but not limited to:
 - a. VTA's Safety, Security and Transportation, Planning and Operations Committee meetings,
 - b. The Regional Transportation Security Working Group meetings,
 - c. VTA's Fire Life and Safety Committee meetings,
 - d. VTA's Rail System Safety Review Board meetings, and
 - e. VTA/Amalgamated Transit Union Joint Safety Committee meetings.
 10. Provide sworn law enforcement personnel to act as law enforcement liaison(s) between VTA and other law enforcement agencies.
 11. Provide sworn law enforcement personnel to prepare and provide reports to, participate in training with, and act as law enforcement liaison(s) on behalf of VTA to local, regional, state, and federal funding and regulatory agencies. These agencies include but are not limited to:
 - a. The Federal Transit Administration ("FTA"),
 - b. The Federal Railway Administration ("FRA"),
 - c. The Federal Bureau of Investigation ("FBI"),
 - d. The United States Department of Homeland Security's Transportation Security Administration ("TSA") and Transportation Security Operation Center ("TSOC"),
 - e. The California Public Utilities Commission ("CPUC"),
 - f. The Metropolitan Transportation Commission ("MTC"),
 - g. The Regional Transportation Security Working Group ("RTSWG"), and
 - h. Investigatory law enforcement agencies, as requested by VTA.
 12. Submit to and provide a timely and complete response to (i) internal audits VTA is required to perform under federal and state law, or as directed by VTA's General



Manager or Chief Financial Officer; and (ii) audits of VTA by local, regional, state, and federal funding and regulatory agencies, including but not limited to:

- a. The FTA,
 - b. The FRA,
 - c. The FBI,
 - d. The TSA and TSOC,
 - e. The CPUC,
 - f. The MTC,
 - g. The RTSWG, and
 - h. The Auditor General reporting to VTA's Board of Directors.
13. Obtain access to all online law enforcement and regulatory databases and programs for purposes of (a) accessing relevant information for law enforcement purposes; and (b) accessing and submitting required information and reports on behalf of VTA.
14. Coordinate all required law enforcement services as requested by VTA.
15. Position key personnel at a primary work location chosen by VTA in its sole discretion.
16. Provide the following equipment, training, and services: all prescribed uniforms, firearms, radios, radio-equipped patrol vehicles, the ability to record interactions with the public whether through body-worn cameras or with in-car camera systems, non-transit specific law enforcement training, and other appropriate equipment and services, as requested by VTA.
17. Provide support to VTA's Office of General Counsel on legal and regulatory matters.
18. Provide sworn law enforcement personnel to support VTA's Protective Services and private security teams. This support will include: reviewing and evaluating, on behalf of VTA, Sensitive Security Information as defined by TSA; providing relevant training to private security teams, as needed and requested by VTA; and providing investigative support for review of footage recorded through VTA's CCTV system.
19. Prior to providing services, ensure that all sworn law enforcement personnel that will be responding to calls for service on and around the VTA and BART systems: (i) obtain, through VTA, Roadway Worker Protection (RWP) training; (ii) obtain a thorough knowledge of BART's heavy rail system and, where applicable, of VTA's light rail system to know the difference between VTA's electrified overhead catenary system and BART's electrified third rail system; and (iii) obtain any required RWP training from BART for accessing BART's track zone. The Proposer will be required to comply with VTA's Policy OPS-PL-0001(c), attached here to as Attachment 4.



20. Seamlessly function with multiple law enforcement agencies and across multiple jurisdictions in all the above areas to ensure VTA's continuity of operations.

B. Services Required for Location 1 Only

Location 1 includes VTA's light rail and bus system and service areas, including: bus routes, light rail routes, paratransit service areas, operation and maintenance facilities, administrative headquarters, transit centers, parking facilities, and all other non-BART properties that are owned, controlled, and/or leased by VTA. Location 1 encompasses all cities in Santa Clara County, all unincorporated areas within Santa Clara County, and portions of Alameda County. In addition to the services outlined in "Services Required for Each Location" above, the Proposer awarded the Contract for Location 1 will also assign appropriate sworn law enforcement personnel to perform the following services at Location 1:

1. Support VTA in fare collection and provide protection to VTA Fare Inspectors, as needed.
2. Provide special enforcement units as follows:
 - a. Route Stabilization Unit – a plain-clothes unit that will operate on VTA's bus routes and on VTA's light rail system to ensure a safe environment for operators and customers.
 - b. Traffic Enforcement Unit – a unit that will enforce the California Vehicle Code to assist with minimizing traffic and vehicular interruption of, or interference with, VTA operations; and provide investigative services related to traffic collisions/accidents involving VTA's assets, including but not limited to light rail vehicles, buses, and paratransit vehicles.
3. As requested by VTA, provide security for VTA Board of Directors meetings, Board of Directors committee meetings, community forums, public outreach events, and other external partnership events on behalf of VTA, including but not limited to:
 - a. VTA's Safety, Security and Transportation, Planning and Operations Committee meetings,
 - b. The Regional Transportation Security Working Group meetings,
 - c. VTA's Fire Life and Safety Committee meetings,
 - d. VTA's Rail System Safety Review Board meetings, and
 - e. VTA/Amalgamated Transit Union Joint Safety Committee meetings.

C. Services Required for Location 2 (See Attachment 2) Only

Location 2 includes the entire campus of the Berryessa/North San Jose BART station, including but not limited to: the facilities used for bus and paratransit operations, parking garage and surface lot, area outside the BART station building and operating corridor, all



easement areas, and all track right-of-way areas, as indicated in Attachment 2. Further, although not expressly indicated in Attachment 2, Location 2 includes all areas under the elevated structure that are outside the station itself.

The Proposer awarded the Contract for Location 2 will at all times have a minimum of one sworn law enforcement officer assigned to and based at Location 2 to perform the services outlined in “Services Required for Each Location” above at that Location.

BART Police Department will provide law enforcement services within the station building, police zone facility, Berryessa Multi-purpose structure, and the BART operating corridor.

D. Services Required for Location 3 (See Attachment 3) Only

Location 3 includes the entire campus of the Milpitas BART station, including but not limited to: the facilities used for bus, light rail, and paratransit operations, parking garage and surface lot, area outside the BART station building and operating corridor, all easement areas, and all track right-of-way areas, as indicated in Attachment 3.

The Proposer awarded the Contract for Location 3 will at all times have a minimum of one sworn law enforcement officer assigned to and based at Location 3 to perform the following services at that Location: (i) the services outlined in “Services Required for Each Location” above and (ii) support VTA in fare collection and provide protection to VTA Fare Inspectors, as needed.

BART Police Department will provide law enforcement services within the station building, Milpitas Multi-purpose structure, and the BART operating corridor.



X. ATTACHMENTS:

**ATTACHMENT 1. VISITOR RELEASE AND INDEMNIFICATION FOR VTA's BART
SILICON VALLEY BERRYESSA EXTENSION PROJECT**

ATTACHMENT 2. LOCATION 2 MAP

ATTACHMENT 3. LOCATION 3 MAP

ATTACHMENT 4. POLICY OPS-PL-0001(c)



**ATTACHMENT 1. VISITOR RELEASE AND INDEMNIFICATION FOR VTA's BART
SILICON VALLEY BERRYESSA EXTENSION PROJECT**

**ALL VISITORS ARE REQUIRED TO SIGN THE FOLLOWING RELEASE AND
INDEMNIFICATION PRIOR TO GOING ON-SITE.**

I, the undersigned, in full recognition and appreciation of the known and unknown dangers, risk, and hazards inherent in coming onto designated portions of the Santa Clara Valley Transportation Authority's ("VTA") property that may be under construction (hereinafter referred to as "VTA Premises"), freely acknowledge and understand that entry onto VTA's Premises involves the risk of serious bodily injury or death, and I fully accept and assume all risks and responsibility for injuries, losses, liabilities, damages, and costs, which I may incur as a result of my entry onto VTA Premises.

I, the undersigned, acknowledge and understand that no warranty, either express or implied, is made by the VTA as to the condition of VTA's Premises.

As a part of the consideration for being allowed by the VTA to enter VTA's Premises, I, the undersigned, on behalf of myself, my heirs, assigns, guardians, and legal representatives, hereby waive any and all claims against VTA, its agents, employees, officers, directors, attorneys, successors and assigns, associated companies, its parent, subsidiary, or affiliated corporations, partnerships, or other entities, their lessors, lessees, licensors, licensees, and any and all transit entities or companies owned, operated or controlled by or allied with them, their respective agents, servants and employees, together with their respective successors (collectively "VTA and VTA affiliates") for any damage, injury, or loss to person or property arising out of, or in connection with, such entry by the undersigned or any person accompanying them, or entering at their direction, and shall indemnify, defend, and hold VTA and VTA affiliates harmless from and against any injury, loss, damage, or expense to persons or property arising out of, or in connection with, such entry.

I, the undersigned, agree and acknowledge that I shall: (i) use due care in my entry upon VTA Premises; (ii) not undertake any act that may result in injury; (iii) not interfere with any construction activities at VTA Premises; and (iv) not touch or handle any materials found at VTA Premises. I, the undersigned, agree and acknowledge that hazardous materials may be present at VTA Premises and that I am entering VTA Premises at my own risk.

I ACKNOWLEDGE THAT I HAVE BEEN GIVEN ADEQUATE OPPORTUNITY TO READ THIS RELEASE AND INDEMNIFICATION, AND I AM KNOWINGLY AND VOLUNTARILY SIGNING A LEGAL CONTRACT WAIVING CERTAIN RIGHTS AFTER HAVING HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW IT. IF ANY PORTION OF THIS RELEASE AND INDEMNIFICATION IS FOUND TO BE UNENFORCEABLE OR INVALID, THAT PORTION SHALL BE SEVERED AND THE REMAINDER SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING BELOW.

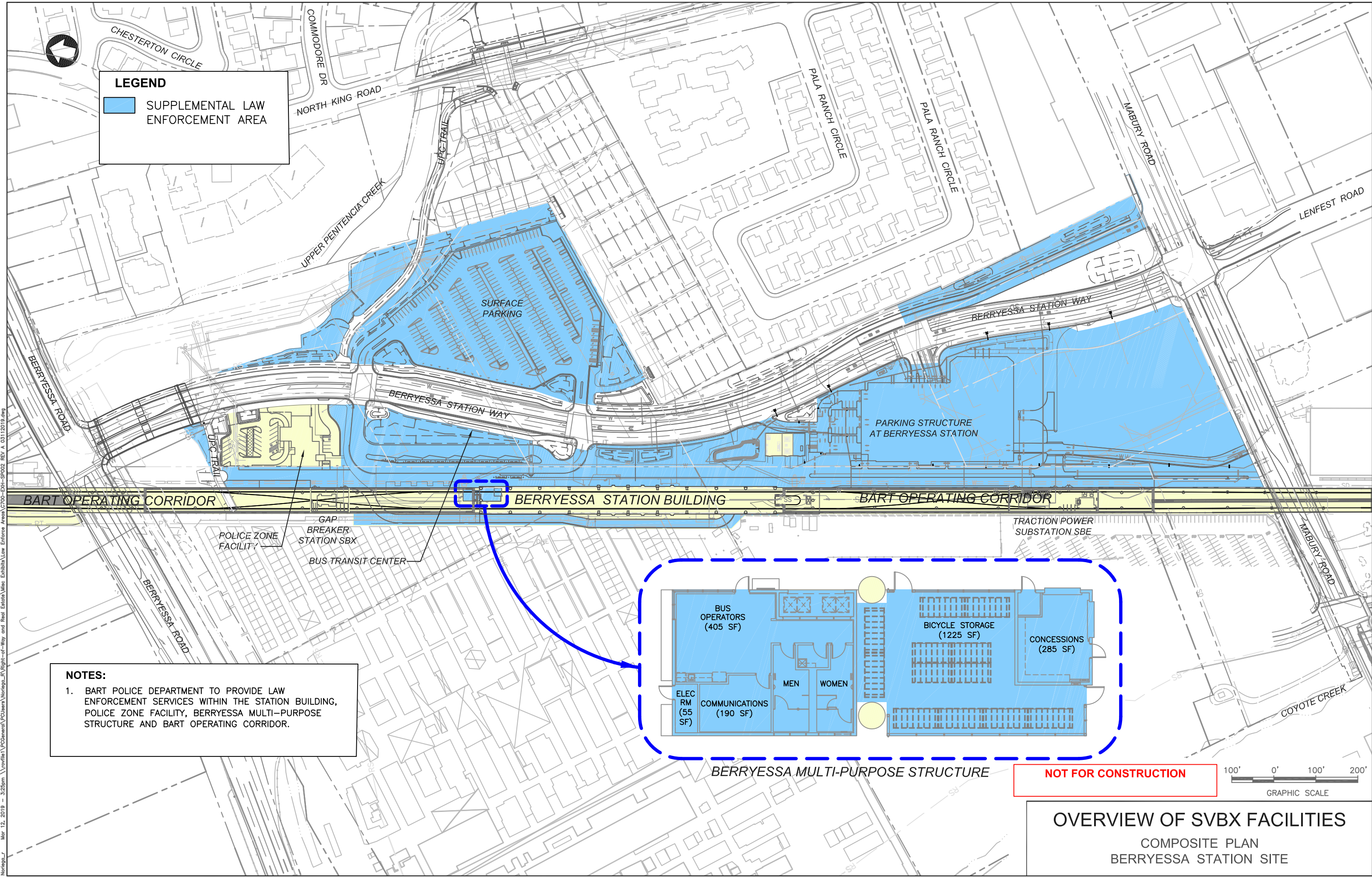
Printed Name

Signature

Date

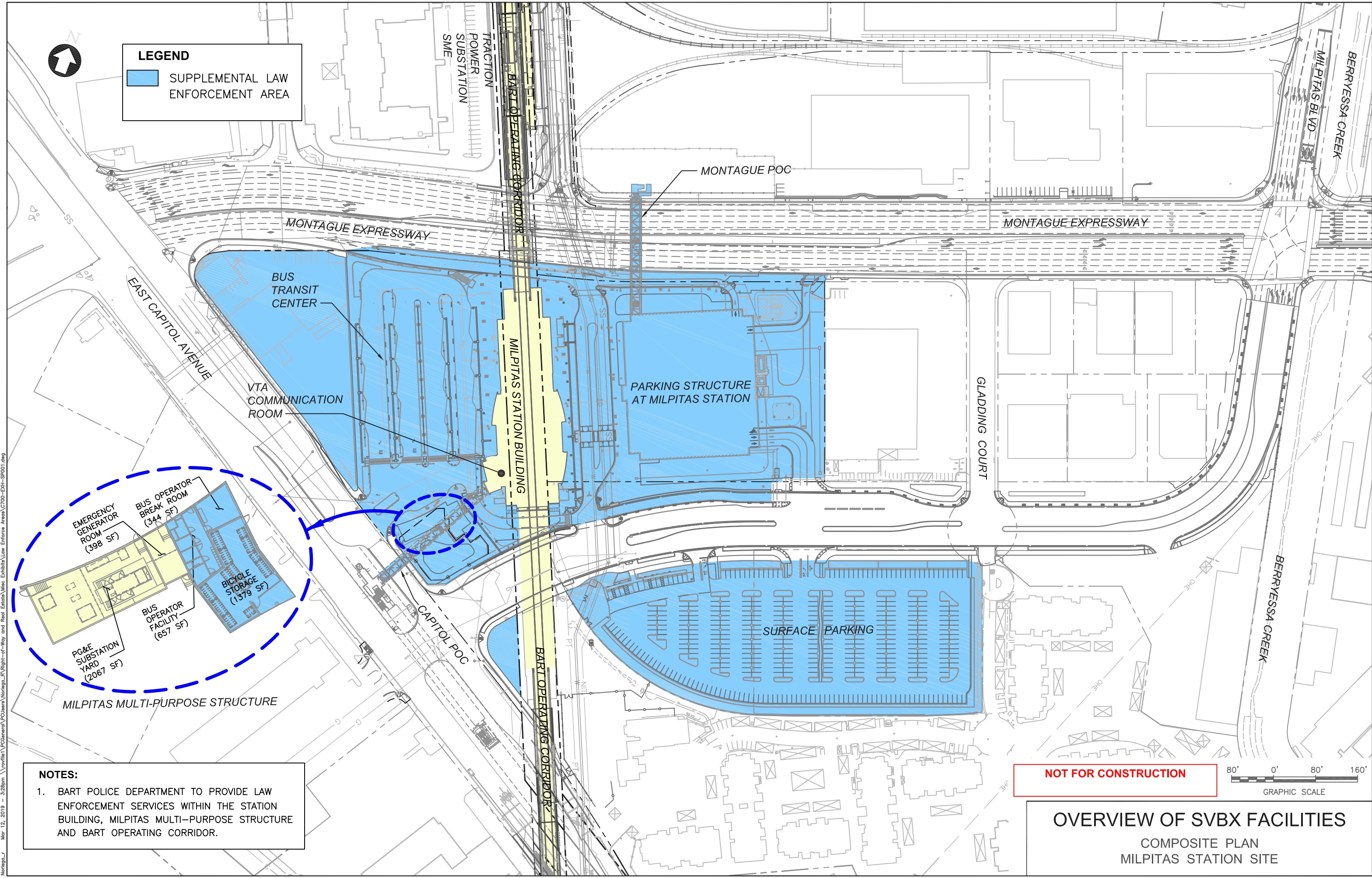


ATTACHMENT 2. LOCATION 2 MAP





ATTACHMENT 3. LOCATION 3 MAP



**ATTACHMENT 4. POLICY OPS-PL-0001(c)**

POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
	Version Number:	03
	Date:	04/10/2017

1.0 Purpose:

To establish the standards and restrictions for use of Personal Electronic Devices (PEDs).

2.0 Scope:

This policy applies to all VTA employees, contractors or their staff (hereafter collectively referred to as "Personnel"), who:

- Operate a VTA bus or Light Rail Vehicle (LRV);
- Operate hi-rail or any other on-track equipment;
- Act as Rail Controllers, flaggers, or the Employee In Charge (EIC) or otherwise control the movement of rail vehicles;
- Perform any task while Fouling the Tracks; and/or
- Perform work within the Safety Envelope.

Note: Electronic devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by VTA or by a contractor performing work on VTA property, are exempt. Roadway Worker Protection Devices provided by VTA are also exempt.

3.0 Responsibilities:

All Personnel are responsible for the safe delivery of transportation services. All Personnel who operate vehicles in revenue service or operate hi-rail vehicles or other on-track equipment; or who control the movement of rail vehicles or perform work on the right of way will receive a copy of this Policy, and be responsible for strict adherence to this Policy and State and Federal regulations.

4.0 Policy:

It is VTA policy that all VTA-owned revenue service vehicles, or any hi-rail vehicles and on-track equipment operated on the VTA rail system, will be operated in a safe and responsible manner. Personnel who operate a VTA bus or LRV or control the movement of rail vehicles, or perform work on the right of way or Foul the Tracks in the performance of their duties are responsible for the safety of the passengers and the public at large. Personnel are prohibited from using cellular telephones or any other PEDs (as defined in section 5) while operating VTA buses, LRVs, hi-rail or other on track equipment.



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
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	Date:	04/10/2017

4.1 Restrictions and Storage:

- 4.1.1 For Personnel operating a VTA bus or LRV, the restrictions include, but are not limited to: making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using the clock feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch (e.g., Apple Watch, Samsung Gear, etc.) or similar watch, reading, playing games or listening to music or other audio. Personnel are prohibited from giving the PED to another person, including another employee, on the bus or LRV.

In an emergency, Personnel must proceed to a safe area and stop the bus, LRV, hi-rail vehicle, or on-track equipment, and vacate the operating area. Afterwards, Personnel may use a PED for the purposes of addressing the emergency.

All PEDs shall be Turned Off and Stowed Away while operating a bus or LRV, or while sitting in the Operator's Area, as defined in Section 5. The bag that the PED is stowed away in must conceal the device so that it is not visible without opening the bag. Employees acting in a management or supervisory role and who are not operating a bus or LRV, or otherwise functioning in an Operator capacity, may keep their cell phone on their persons while in the Operator's Area as long as it is on vibrate or silent. The supervisor must leave the Operator's Area before using the cell phone, with the exception of the Operator's Area on a bus where a bona fide emergency exists or the supervisor is on the bus for the purposes of training or testing. Supervisors who must operate a bus or LRV, or otherwise function in an Operator capacity, may stow their PED in the Operator pouch.

PEDs may be used by bus and light rail Operators while on break or at a layover when the vehicle is safely stopped and the Operator is out of the Operator's Area. The PED must remain Turned Off and Stowed Away until the Operator has cleared the Operator's Area and must be Turned Off and Stowed Away prior to returning to the Operator Area.

- 4.1.2 For Personnel operating hi-rail or on-track equipment, the restrictions include, but are not limited to, making or receiving telephone calls, text messaging, checking e-mail messages, checking the time, using any feature of a cell phone, wearing a Fitbit or other fitness monitoring device, wearing a smart watch or similar watch, reading, playing games or listening to music or other audio.

PEDs shall be Turned Off and Stowed Away while operating a hi-rail vehicle or on-track equipment. Personnel operating a hi-rail vehicle or on-track equipment, who wish to use their PEDs while on break, must move their hi-rail or on track equipment off of the right of way to a location that is not Fouling the Tracks. Prior to retrieving and turning on their PED for use, Personnel must stop, shut off the



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
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engine, and clear the Operator's Area. The PED must be Turned Off and Stowed Away prior to returning to the Operator's Area or restarting the engine.

Use of cell phone communication is allowed to safely direct the movement of pushing a dead-car train only when no other means of communication is available and prior approval has been obtained from the Operations Control Center.

- 4.1.3 Personnel who are directing, flagging, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks may keep the PED in their possession and powered on but must proceed to a safe area outside the Safety Envelope (minimum 6 feet from the nearest light rail) to use their PED. Rail Controllers in the Operations Control Center must unplug and step away from their console before using their PED.

4.2 Discipline:

Failure to adhere to this Policy may constitute a serious safety violation. Violations of this policy will be considered a disciplinary action under Article 20 of the AFSCME Collective Bargaining Agreement (CBA). VTA employees who violate this policy will be subject to disciplinary action as listed below subject to the underlying circumstances and the individual employee. Talking on a PED, texting, playing video games or other violations that distract the Operator and pose the greatest risk will result in the highest levels of discipline.

Repeat violations of any portion of this Policy is considered a serious matter. The applicable sequence of the offenses (first, second, and third) is based on violations of any portion of this Policy. For example, if an employee violates Section 4.2.5 and six months later violates Section 4.2.2, the second violation will be considered a "Second Offense" and will be issued the corresponding discipline of termination. All "days" referenced in the box below are continuous calendar days of unpaid suspension.

(The discipline table is located on the next page).

**Discipline is mitigated if the employee is acting in a management or supervisory role and the violation occurred during an emergency.*



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	VIOLATION	1st Offense	2nd Offense	3rd Offense
4.2.1	Any violation of this policy where the employee is involved in an accident (preventable or non-preventable). <i>*Discipline issued for preventable accidents only.</i>	Termination <i>*10-15 days</i>	<i>*20 - 30 days</i>	<i>*Termination</i>
4.2.1(a)	<i>*If the accident results in a fatality and the employee was using a PED, then discipline will be issued whether the accident is preventable or non-preventable.</i>	<i>*20 days – Termination</i>	<i>*Termination</i>	
4.2.2	Use of PED while operating a bus, LRV, hi-rail vehicle or on-track equipment.	20 – 30 days <i>*5-10 days</i>	Termination <i>*10 - 15 days</i>	<i>*Termination</i>
4.2.3	Use of PED in the Operator's Area, but not while operating a bus or LRV.	10 – 20 days	20 – 30 days	Termination
4.2.4	Use of PED while directing, flagging, acting as the EIC, or otherwise controlling the movement of rail transit vehicles, or performing any task while Fouling the Tracks.	10 – 20 days	20 – 30 days	Termination
4.2.5	Failure to Turn Off and properly Stow Away PED while operating a bus or LRV, or while in the Operator's Area.	Up to 10 days <i>*Written Warning</i>	10 – 30 days <i>*Up to 5 days</i>	Termination <i>*10-30 days</i>

4.2.6 Any contractor staff violating this Policy will be removed from the job and will not be allowed to return to the project. The contractor may be made responsible for any fines levied on VTA for the violation. Repeat



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
	Version Number:	03
	Date:	04/10/2017

violations from the same contractor's staff may result in the contract being cancelled.

5.0 Definitions:

- 5.1 **Fouling the Track:** The placement of an individual in such proximity to a track that the individual could be struck by a moving train or other on-track equipment, or is within six feet of the nearest rail.
- 5.2 **Operator:** bus and Light Rail Vehicle Operators, hi-rail and on-track equipment operators, service workers, mechanics, and any other authorized VTA employee or contractor and their staff.
- 5.3 **Operator's Area:** On VTA buses, this area is defined as all area forward of the yellow line and expressly includes the Operator's seat. On Light Rail Vehicles, this is the area inside the Operator's cab and expressly includes the Operator's seat. On hi-rail or on-track equipment, this is the area where the Operator is positioned during operation of the vehicle or equipment.
- 5.4 **Personal Electronic Device or PED:** means any wireless or portable electronic device. This includes, but is not limited to, wireless phones, personal digital assistants, smart phones, two way pagers, portable internet devices, laptop computers, DVD players, iPods, MP3 players, smart watches, Fitbits or other personal fitness monitors, games, Bluetooth devices, or any headphones or ear buds of any type. The following devices are excluded from this definition:
 - 5.4.1 VTA-owned licensed radio communications equipment such as cab-mounted or portable two-way radios with channels dedicated solely for VTA operations.
 - 5.4.2 Electronic or electrical devices prescribed by a licensed medical practitioner to permit an employee to meet minimum levels as required by the VTA or contractor.
 - 5.4.3 Roadway worker protection devices.
- 5.5 **Rail Controllers:** Individuals tasked with flagging or otherwise controlling the movement of rail transit vehicles. Tasks include "dispatching" as described in California Public Utilities Commission (CPUC) General Order 172 (Rules and Regulations Governing the Use of Personal Electronic Devices by Employees of Rail Transit Agencies and Rail Fixed Guideway Systems).
- 5.6 **Safety Envelope:** The area within six feet of the closest rail on light rail tracks or within ten feet of the overhead catenary.



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POLICY USE OF PERSONAL ELECTRONIC DEVICES BY BUS AND LIGHT RAIL EMPLOYEES AND CONTRACTOR STAFF (AFSCME)	Document Number:	OPS-PL-0001(c)
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5.7 Stowed Away: Not on one's person; must be completely concealed, so that it is not visible, in a backpack or bag and out of reach.

5.8 Turned Off: The power is off.

6.0 Summary of Changes:

Policy title changed. Policy updated to accurately reflect Safety Envelope. Greater clarity on discipline levels for different infractions were provided. Contractor language was added to provide policy on violations by contractors and their staff. Policy now allows for the use of cell phones when dead pulling a train when no other means of communications is available, with prior Operations Control Center approval.

7.0 Approval Information:

<i>Prepared by</i>	<i>Reviewed by</i>	<i>Approved by</i>
 George Sandoval Operations Manager	 Inez Evans Chief Operating Officer	 Nuria L. Fernandez General Manager/CEO

Concurrence by American Federation of State County and Municipal Employees, Local 101:


Tina Acree
Business Agent, AFSCME


Date


Steve Jovel
President, AFSCME


Date

Date Approved: 04/20/2017



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XI. ADMINISTRATIVE SUBMITTALS:

Proposer must submit all forms as part of the Proposal.

FORM 1. GENERAL INFORMATION

FORM 2. LEVINE ACT STATEMENT

FORM 3. EXCEPTIONS TO THE CONTRACT

FORM 4. COST PROPOSAL FORM

FORM 5. HISTORICAL RESPONSE TIMES & PRIORITY LEVELS

FORM 6. RESPONSE TIME COMMITMENT

FORM 7. CERTIFICATION OF RESTRICTIONS ON LOBBYING

FORM 8. LISTING OF DBE PRIME AND SUBCONTRACTORS



FORM 1. GENERAL INFORMATION

Instructions: Please complete this form and include in your Proposal. On a separate page, list all subconsultants; include company name, address, phone number and type of service.

Company Name _____
Street Address _____
City/State/Zip _____
Phone No. _____
DUNS No. _____
Federal Taxpayer ID No. _____
DIR No. _____

POINT(S) OF CONTACT

Primary

Name/Title _____
Phone No. _____
Cell Phone No. _____
E-mail _____

Alternate

Name/Title _____
Phone No. _____
Cell Phone No. _____
E-mail _____

AUTHORIZED SIGNATORIES:

Primary

Name/Title _____
Signature _____
E-mail _____

Alternate

Name/Title _____
Signature _____
E-mail _____



FORM 2. LEVINE ACT STATEMENT

Prime Proposer and Subconsultants must submit a signed Levine Act Statement

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer, or alternate, of a local government agency from participating in the award of a contract if he or she receives any contributions totaling more than \$250 in the twelve (12) months preceding the pendency of the contract award, and for three (3) months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for elective office or on behalf of any committee in federal, state or local elections.

VTAs Board Members and their alternates as of the date of this RFP are as follows:

Name	Title	Represents
Teresa O'Neill	Chairperson	City of Santa Clara
Cindy Chavez	Vice Chairperson	County of Santa Clara
Magdalena Carrasco	VTAs Board Member	City of San Jose
Charles "Chappie" Jones	VTAs Board Member	City of San Jose
Lan Diep	VTAs Board Member	City of San Jose
Sam Liccardo	VTAs Board Member	City of San Jose
Raul Peralez	VTAs Board Member	City of San Jose
Devora "Dev" Davis	VTAs Alternate Board Member	City of San Jose
John McAlister	VTAs Board Member	City of Mountain View
Adrian Fine	VTAs Alternate Board Member	City of Palo Alto
Rob Rennie	VTAs Board Member	Town of Los Gatos
Howard Miller	VTAs Alternate Board Member	City of Saratoga
Larry Carr	VTAs Board Member	City of Morgan Hill
Marie Blankley	VTAs Alternate Board Member	City of Gilroy
Rich Tran	VTAs Board Member	City of Milpitas
Glenn Hendricks	VTAs Alternate Board Member	City of Sunnyvale
Dave Cortese	VTAs Board Member	County of Santa Clara
Susan Ellenberg	VTAs Alternate Board Member	County of Santa Clara
Jeannie Bruins	Ex-Officio Member	Metropolitan Transportation Commission

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any VTA Board member or alternate in the twelve (12) months preceding the date of the issuance of this RFP?

No ___ Yes ___ Please identify the Board member or alternate: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any VTA Board member or alternate in the three months following the award of the contract?

No ___ Yes ___ Please identify the Board member or alternate: _____

Answering yes to either of the two questions above does not preclude VTA from awarding a contract to your firm. It does, however, preclude the identified Board member or alternate from participating in the contract award process for this contract.

Signature: _____

Firm Name: _____

Date: _____

FORM 3. EXCEPTIONS TO THE CONTRACT

This form shall include any exceptions the Proposer takes to the Contract, which includes the “Compensation, Invoicing and Payment” and “Indemnity and Defense of Claims” and “Insurance Requirements.” If Proposer takes no exceptions, check the field “Proposer takes no exceptions” below.

All exceptions to the Contract terms and conditions must be stated on this form and submitted with the Proposal. Proposer's failure to take timely exception to VTA's terms and conditions expressly waives Proposer's right to challenge or request modification of such terms and conditions and is conclusive evidence of Proposer's assent thereto.

□ Proposer takes exception to the following:

Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		
Section Reference		Disposition (For VTA Use Only)
*Insert proposed changes here		

*Make copies of this page if necessary

- “Proposer takes no exceptions”

Firm Name:

Name

Title

Signature

Date



FORM 4. COST PROPOSAL FORM

Proposer:		Year #1 for Location 1		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization)				
Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #1 for Location 2		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization)				
Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #1 for Location 3			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization)				
Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #2 for Location 1			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization)				
Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #2 for Location 2			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #2 for Location 3		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #3 for Location 1		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #3 for Location 2		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #3 for Location 3		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #4 for Location 1			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #4 for Location 2		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #4 for Location 3		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #5 for Location 1		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #5 for Location 2			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #5 for Location 3			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #6 for Location 1			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #6 for Location 2			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #6 for Location 3			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #7 for Location 1		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:	Year #7 for Location 2			
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				



Proposer:		Year #7 for Location 3		
DETAIL DESCRIPTION OF COST ELEMENTS				
1. DIRECT LABOR CLASS (Specify)	ESTIMATED HOURS	RATE/HOUR	ESTIMATED COST (\$)	
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	ESTIMATED COST	
TOTAL LABOR OVERHEAD				
TOTAL DIRECT LABOR AND OVERHEAD				
3. SUBCONSULTANT COSTS (Attach Itemization)				
4. OTHER DIRECT COSTS (Provide Lump Sum Amount and Attach Itemization) Roadway Worker Protection (RWP) Training				
TOTAL COST PROPOSAL				

Agency Name:

Name

Title

Signature

Date



FORM 5. HISTORICAL RESPONSE TIMES & PRIORITY LEVELS

Proposer will use this form to provide VTA with information regarding its documented response times for calendar years 2017 and 2018. For the “PRIORITY LEVEL IDENTIFICATION” column, the Proposer must fill in one row for each level of priority that the Proposer’s agency uses to distinguish between calls for service. For the “PRIORITY LEVEL DESCRIPTION” column, the Proposer must provide a clear and concise description of what the corresponding priority level means. For the “RESPONSE TIMES” columns, the Proposer must indicate its average response times for both 2017 and 2018 for the corresponding priority level. Lastly, for the “CALCULATION OF RESPONSE TIMES” column, the Proposer must provide a clear and concise description of how the provided response times were calculated, at a minimum by specifically identifying the start and end of the response time clock. If Proposer needs more rows, Proposer may provide multiple pages of this form in its Proposal.

PRIORITY LEVEL IDENTIFICATION	PRIORITY LEVEL DESCRIPTION	RESPONSE TIMES		CALCULATION OF RESPONSE TIMES
		2017	2018	
<i>Example: Priority Level 1</i>	<i>Example: The incident reported presents an immediate threat</i>	<i>Example: 3 minutes</i>	<i>Example: 2 minutes</i>	<i>Example: Calculated from the time of receipt of the call to arrival of an officer on the scene</i>



FORM 6. RESPONSE TIMES COMMITMENT

Proposer will use this form to provide VTA with Proposer's response-time commitments for the term of the Contract. Proposer should set forth its commitments considering the Location(s) on which it is proposing rather than considering the Proposer's general response times outside of the context of the services described in this RFP. The "RESPONSE TIME COMMITMENT" provided must be a "not to exceed" time, meaning that whatever time is filled in, the Proposer commits to responding to calls of that priority level *within* the time provided. If Proposer needs more rows, Proposer may provide multiple pages of this form in its Proposal.

Proposer must submit this Form for each Location on which it proposes.

The information provided below is applicable to (check one): ☐ Location 1; ☐ Location 2; ☐ Location 3

PRIORITY LEVEL IDENTIFICATION	PRIORITY LEVEL DESCRIPTION	RESPONSE TIME COMMITMENT	CALCULATION OF RESPONSE TIMES
<i>Example: Priority Level 1</i>	<i>Example: The incident reported presents an immediate threat</i>	<i>Example: 3 minutes</i>	<i>Example: Calculated from the time of receipt of the call to arrival of an officer on the scene</i>



FORM 7. CERTIFICATION OF RESTRICTIONS ON LOBBYING

Proposer hereby certifies as follows:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Proposer shall complete and submit Standard Form "Certificate of Restrictions on Lobbying," in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Firm Name:

Name

Title

Signature

Date

**FORM 8. LISTING OF DBE PRIME AND SUBCONTRACTORS**

Firm (Prime): _____ Phone: _____
DBE: ☐ Yes ☐ No Age of Firm _____
Address: _____ Name & Title: _____
City, State, _____ Signature/ _____
Zip: _____ Date _____

Contract dollar value must exclude work performed by non-DBE except materials or equipment purchased and used in this contract.

CREDIT FOR DBE VENDOR of materials or supplies is **limited to 60%** of its expenditures for materials and supplies required under this Contract and obtained from a DBE regular dealer. Credit for DBE manufacturers is given at 100% toward the DBE goal **only where the DBE vendor manufactures or substantially alters the material prior to resale.**

CREDIT FOR DBE BROKERS (Distributor or Representative) is limited to the fees and commissions of the amount paid. All other firms receive 100% credit, less work subcontracted by the DBE to non-DBE firms, towards the DBE goal.

A DBE must be certified or accepted as Certified by VTA. Refer to 49CFR Part 26.

Name & Address of Certified DBE	Certification Number	Agency Certifying	Age of Firm	Dollar Value Of Contract
1.				
2.				
3.				
4.				
5.				

Description of Work

1. _____
2. _____
3. _____

DBE GOALS ARE DETERMINED ON BASE PROPOSAL AMOUNT:

Total Contract Amount \$ _____
DBE Contract Amount \$ _____

DBE Contract Amount DBE Goal Achieved DBE Contract Goal
X 100 = Base Contract _____ % _____ %



XII. EXHIBITS

EXHIBIT A CONTRACT

EXHIBIT A1 COMPENSATION, INVOICING & PAYMENT

EXHIBIT A2 INSURANCE REQUIREMENTS

EXHIBIT A3 DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENT

EXHIBIT A4 REQUIRED FTA CLAUSES



EXHIBIT A CONTRACT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
[CONTNAME]
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

CONTRACT NO. S19032

THIS CONTRACT for professional services (“Contract”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and [Contname] (“Contractor”).

- A. SERVICES TO BE PERFORMED:** Contractor shall furnish all technical and professional labor, and materials to perform the services described in Exhibit [] (herein referred to as “Services”).
- B. TERM OF THIS CONTRACT:** The term of this Contract shall commence on the Effective Date (as defined in the signature block below) and continue through [Date] (unless otherwise earlier terminated pursuant to the terms and conditions set forth herein).
- C. DAYS:** For purposes of this Contract, all references herein to “day” shall mean calendar day, unless specified otherwise. All references to “calendar day” shall mean any day, including Saturday, Sunday and all legal holidays. All references to “working day” or “business day” shall mean any business day, excluding Saturdays, Sundays and legal holidays.
- D. COMPENSATION:** Contractor shall be paid in accordance with Exhibit A1 for the Services.
- Total compensation for the Services provided hereunder shall not exceed [\$].

E. PERFORMANCE OF THE SERVICES:

1. Contractor represents and warrants that it has the authority to exercise law enforcement jurisdiction to perform the Services required hereunder in all of the location(s) described hereunder. Contractor warrants that it will maintain this authority throughout the term of the Contract.
2. Contractor represents and warrants that it has the ability to access all online law enforcement and regulatory databases and programs for purposes of (a) accessing relevant information for law enforcement purposes; and (b) accessing and submitting required information and reports on behalf of VTA. Contractor warrants that it will maintain this access throughout the term of the Contract.
3. Contractor represents that it and its employees are sufficiently experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services.
4. Contractor shall perform the Services with the degree of skill and judgment normally exercised by agencies performing services of a similar nature.



5. In addition to other rights and remedies that VTA may have, VTA, at its option, may require Contractor, at Contractor's expense, to re-perform any Services that fail to meet the above standards.

F. ASSIGNMENT AND SUBCONTRACTS:

1. Contractor shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Contractor shall not subcontract any part of its Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.
2. Contractor shall be fully responsible and liable for the Services, products and actions of all subcontractors and suppliers of any tier and shall include in each subcontract any provisions necessary to make all the terms and conditions of this Contract fully effective.

G. CHANGES: By written notice from VTA's Authorized Representative (as defined in Section L.1), VTA may, from time to time, order work suspension or make changes within the general scope of this Contract. If any such changes cause an increase or decrease in Contractor's cost to perform the Service or in the time required for its performance, Contractor shall promptly notify VTA thereof and assert its claim for adjustment within ten (10) days after the change is ordered, and an equitable adjustment shall be negotiated.

H. AUDIT AND RECORDS:

1. Contractor shall maintain, in accordance with generally accepted accounting principles and practices, complete books, accounts, records and data with respect to actual time devoted and costs incurred for the Services. Such documentation shall be supported by properly executed payrolls, invoices, contracts and vouchers evidencing in detail the nature and propriety of any charges. Such documentation shall be sufficient to allow a proper audit of the Services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the Services shall be clearly identified and readily accessible.
2. For the duration of this Contract, and for a period of three (3) years thereafter, VTA, its representatives and the state auditor shall have the right to examine and audit during Contractor's normal business hours the books, accounts, records, data and other relevant information to the extent required to verify the costs incurred hereunder where such costs are the basis for billings under this Contract.
3. Contractor shall report indirect costs in accordance with the cost principles contained in 48 CFR, Part 31, and follow the uniform administrative requirements set forth in 49 CFR, Part 18.
4. The provisions of this AUDIT AND RECORDS section shall be included in any subcontracts hereunder.



I. PROHIBITED INTERESTS:

1. **SOLICITATION:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or 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 any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VTA shall have the right to rescind this Contract without liability.
2. **INTEREST OF PUBLIC OFFICIALS:** No Board Member, officer or employee of the VTA during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
3. **INTEREST OF THE CONTRACTOR:** The Contractor covenants that, presently, Contractor, its officers, directors or agents, have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree (or create an appearance of conflict) with the performance of the Services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.

J. TERMINATION AND SUSPENSION:

1. VTA may, by giving at least ten (10) business days' written notice to Contractor, terminate this Contract, or suspend performance hereunder, in whole or in part at any time for VTA's convenience. Contractor shall be compensated (i) in accordance with the terms of this Contract for the Services satisfactorily performed prior to the effective date and time of termination or suspension, or (ii) the minimum dollar amount stated herein, whichever is applicable. Contractor shall have no right to recover lost profits on the balance of the Services.
2. VTA, by written notice given to Contractor, may declare default in Contractor's performance of any term of this Contract, specifying with particularity the basis for such default. Contractor shall deliver a response thereto in writing to VTA within two (2) business days of receipt of the notice, setting forth a reasonable proposal to cure the default. If Contractor fails to deliver the foregoing response on time or fails to cure the default within ten (10) business days after receipt of the notice (or within such additional time the Parties may agree upon in writing), VTA may elect to terminate this Contract for cause by serving written notice thereof to Contractor. Notwithstanding the foregoing, VTA may immediately terminate this Contract for cause if, at any time during the term of this Contract, Contractor (a) fails to maintain the (i) authority described in Section E(1) or (ii) access described in Section E(2), or (b) is otherwise found to be in breach of either Section E(1) or E(2).
3. In the event of such termination for cause, VTA shall be relieved of any obligation of further payment to Contractor, including its obligation to procure the minimum dollar



amount stated herein (if any), and may complete the remainder of the Services by itself, or by using an alternative, third party contractor. The additional cost to VTA for completing the Services shall be deducted from any sum due to the Contractor and the balance, if any, shall be paid to the Contractor upon demand. The foregoing shall be in addition to any other legal or equitable remedies available to VTA.

4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of VTA.

K. GENERAL PROVISIONS:

1. **OWNERSHIP OF DATA:** All drawings, specifications, reports and other data developed by Contractor, its assigned employees or subcontractors pursuant to this Contract shall become the property of VTA as prepared, whether delivered to VTA or not. Unless otherwise provided herein, all such data shall be delivered to VTA or its designee upon completion of this Contract or at such other times as VTA or its designee may request.

2. CIVIL RIGHTS:

- a. **NONDISCRIMINATION:** During performance of this Contract, Contractor, its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any person because of race, religious creed, color, sex, gender, gender identity, gender expression, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), genetic information, marital status, age (over 40), sexual orientation, or military and veteran status. In addition, Contractor and any subcontractor shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment.
- b. **ADA Accessible Information and Communications:** Any and all deliverables provided by Contractor to VTA pursuant to the Contract must be prepared and delivered in a format that is accessible to individuals with disabilities, as required by (i) the American with Disabilities Act of 1990 (ADA); (ii) 28 CFR Parts 35 and 36; (iii) 49 CFR Part 37; (iv) Section 504 of the Rehabilitation Act of 1973, as amended; and (v) California's Unruh Civil Rights Act.

3. **GOVERNING LAW:** The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.

4. **FORUM SELECTION:** Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.



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- 5. CONFIDENTIALITY AND DISCLOSURE:** Except as set forth in this paragraph, Contractor must not disclose to third parties any information, data, or materials that the Contractor obtains from VTA or otherwise learns of or is exposed to in the course of the performance of this Contract or information developed or obtained by Contractor in the performance of this Contract (“**Confidential Information**”). In addition, Contractor must not disclose or use any Confidential Information for any purpose other than the performance of the Services. Notwithstanding the foregoing, Contractor may disclose Confidential Information to third parties or use such information for purposes other than performance of the Services if: (1) VTA provides express written consent for such use or disclosure; (2) the information is known to Contractor prior to obtaining such information from VTA or performing Services under this Contract; (3) the information is, at the time of disclosure by Contractor, then in the public domain; (4) the information is obtained by or from a third party who did not receive it, directly or indirectly, from VTA and who has no obligation of confidentiality with respect thereto. In addition, Contractor may disclose Confidential Information if required to do so by court order. However, upon receipt of an order requiring such disclosure, Contractor must inform VTA as soon as practicable in order to allow VTA to challenge such order if it determines that such challenge is appropriate. For purposes of this Section, “third parties” do not include those employees or authorized subcontractors engaged in the performance of the Services.
- 6. NONWAIVER:** Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
- 7. SEVERABILITY:** If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- 8. INDEPENDENT CONTRACTOR:** In performance of the Services, Contractor will be acting as an independent contractor and not the agent or employee of VTA.
- 9. ENTIRE CONTRACT:** This Contract constitutes the entire contract between VTA and Contractor relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
- 10. AMENDMENT:** Except as expressly provided herein, the provisions of this Contract cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and Contractor.



11. COMPLIANCE WITH APPLICABLE LAW: In the performance of the Services, Contractor and its subcontractors shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.

12. DOCUMENTS AND WRITTEN REPORTS: In accordance with Government Code § 7550(a), any document or written report prepared in whole or in part by nonemployees of VTA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost of the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

13. INCORPORATION OF EXHIBITS AND ATTACHMENTS: All exhibits, and attachments referenced in this Contract are incorporated herein by this reference.

L. AUTHORIZED REPRESENTATIVES AND POINTS OF CONTACT: The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

1. AUTHORIZED REPRESENTATIVES:

VTA:

Thor Vue, Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
thor.vue@vta.org

Contractor:

Name/Title
Company Name
Address
City/State/Zip
Telephone
Email

2. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the addresses set forth above.

3. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding contract matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

VTA:

Gina Cole, Contracts Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1927
Gina.Cole@vta.org



Contractor:

Name/Title

Company Name

Address

City/State/Zip

Telephone

Email

4. Written notification to the other Party shall be provided, in advance, for changes in the name or address of the designated Authorized Representatives or Points of Contact stated above

M. INSURANCE: Contractor shall adhere to the insurance requirements set forth in Exhibit [].

N. INDEMNITY AND DEFENSE OF CLAIMS:

1. Contractor shall indemnify and hold harmless VTA, its board members, officers, agents, employees, and consultants (collectively, the “Indemnitees”) from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys’ and experts’ fees and costs) (each a “Claim” and collectively “Claims”) arising out of, pertaining to, caused by, or in any way relating to the work performed under this Contract, including compliance or non-compliance with the terms of this Contract, by Contractor and/or its agents, employees, or subcontractors, whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever.
2. Contractor agrees, at its own expense, and upon written request by VTA or any individual Indemnitee, to immediately defend any suit, action, proceeding, dispute, or demand brought against any Indemnitee founded upon, alleging, or implicating any Claims covered by Contractor’s indemnity obligation set forth above in subparagraph (1) immediately above and regardless of whether Contractor and/or any of its agents, employees, or subcontractors, was, in fact, liable. In the event a court of competent jurisdiction determines that any suit, action, claim, or demand brought against any Indemnitee was caused by the sole or active negligence or willful misconduct by VTA or its agents, servants, or independent contractors who are acting on behalf of VTA, VTA shall promptly reimburse Contractor for costs of defending the Indemnites in such action incurred by Contractor, but only in proportion to the sole or active negligence or willful misconduct of VTA or its agents, servants, or independent contractors who are acting on behalf of VTA.
3. This indemnity and defense of claims provision will survive the expiration or termination of this Contract and remain in full force and effect.

O. BUSINESS DIVERSITY PROGRAM REQUIREMENTS: Contractor shall adhere to the Disadvantaged Business Enterprise requirements set forth in Exhibit [].

P. SPECIAL PROVISIONS:

1. **FEDERAL REQUIREMENTS:** Contractor, its employees and subcontractors performing the Services hereunder shall comply with the laws and regulations set forth in Exhibit [].



IN WITNESS WHEREOF, VTA and Contractor have executed this Contract as of the last date set forth below (“Effective Date”).

***Santa Clara Valley
Transportation Authority***

[Contractor Name]

Name
Title

Name
Title

Date

Date

Approved as to Form

VTA Counsel



EXHIBIT A1 COMPENSATION, INVOICING and PAYMENT
TIME and MATERIALS

For the satisfactory performance and completion of the Services under this Contract, VTA will compensate Contractor as set forth herein.

A. COMPENSATION: This is a time and materials Contract with a maximum value of \$XX,XXX.00., for which amount Contractor agrees to complete the Services defined in this Contract. Contractor is not authorized to provide Services hereunder exceeding the above-stated amount.

1. LABOR COSTS: The Services shall be invoiced in accordance with the following rate schedules.

a. Exempt Personnel: VTA shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below (or as identified in Exhibit []), which include direct labor, indirect labor, overhead and profit. VTA payment for work by exempt personnel shall not include any premium pay.

Name	Classification	Hourly Rate

b. Non-Exempt Personnel: VTA shall pay for overtime work by non-exempt personnel (Time and a Half, Double Time) in accordance with California law. VTA must approve all premium time in advance in writing.

Name	Classification	Hourly Rate

c. Contractor may request increases in labor rates. Increases in labor rates may only occur once in a twelve (12) month period per individual. All requests shall be made in writing to VTA at least thirty (30) days prior to the date the requested new rates are to become effective. VTA must approve in writing any adjustments in advance prior to the effective date of the new labor rates.

d. The labor rate paid by Contractor to each employee shall not increase more than the annual average of the Consumer Price Index for the San Francisco Bay Area, using the



CPI-U, All Urban Consumers index type for the twelve (12) month period preceding a new rate.

- e. VTA will consider individual exceptions to the above limitation, on a case-by-case basis, not to exceed one (1) adjustment per employee per year, where Contractor can demonstrate that additional compensation is necessary to retain a specific employee VTA considers to be essential.
- 2. **SUBCONTRACTOR COSTS:** VTA shall reimburse subcontractor costs at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are prime costs. See paragraph II, Invoicing.
- 3. **OTHER DIRECT COSTS (ODCs):** ODCs shall be authorized and reimbursed as follows. All ODCs shall be reimbursed at actual cost without mark-up and include the following types of expenses.
 - a. Travel expenses related to the performance of Services shall be reimbursed for actual and reasonable costs incurred for mileage, transportation, lodging, meals, and other miscellaneous expenses. Air travel, auto rental, and lodging should be “economy” based and traveler should obtain the lowest price possible. Lodging rates for the Palo Alto, Sunnyvale, and San Jose area are defined by the GSA website www.gsa.gov. The meals and incidental expenses shall not exceed the per diem rates, as stated on GSA website www.gsa.gov/mie. At no time shall alcohol, travel upgrades, fines, memberships, loss of personal property or cash, “no shows,” or personal itinerary changes be subject to reimbursement by VTA.

Invoicing travel expenses: All expenses related to travel shall be verified by legible, itemized receipts attached to a summary that provides the name of traveler, the date(s) traveled, and an itemized a description of each expense.

- b. Parking, tolls, deliveries, copying, plan reproduction, and blue print services expenses directly associated with the work will be reimbursed at cost. Except as otherwise provided herein, telephone, computer costs, CAD machine charges, in-house copying and facsimile charges shall be included in overhead and shall not be reimbursed.
- c. All ODCs shall require appropriate documentation for reimbursement. VTA must approve in writing any ODC item estimated to exceed \$500.00 prior to incurring the expense.

B. INVOICING:

- 1. **INVOICE FORMAT:** VTA shall pay Contractor on the basis of invoices submitted every month for the Services performed during the preceding month. Invoices shall be in a form acceptable to VTA and each invoice must include:



-
- Contract Number.
 - Name, classification and labor rate of employee.
 - Description of work performed.
 - Hours worked by employee accompanying with signed timesheets.
 - Other Direct Costs.
 - Subcontractor costs with itemization in same format above.
 - Total costs.
 - Percent of schedule and budget Expended.
2. **WAIVER:** Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by VTA.
3. **INVOICE SUBMITTAL:** Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

Email: VTAAccountsPayable@vta.org

4. Should VTA contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. VTA may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.
- C. **PROMPT PAYMENT:** VTA will pay Contractor within thirty (30) days after receipt by VTA of a proper, fully documented, invoice. Contractor shall pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within thirty (30) days of receipt of payment by VTA for such Services. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.



EXHIBIT A2 INSURANCE REQUIREMENTS

INSURANCE: Without limiting Contractor's indemnification of VTA, Contractor must procure and maintain for the duration of the Contract 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 by Contractor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in the Contract. Contractor must furnish complete copies of all insurance policies, within three (3) business days of any such request by VTA.

A. LIABILITY AND WORKERS' COMPENSATION INSURANCE:

1. Minimum Scope of Coverage: Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001). General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employers Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Contractor's services under this Contract. This coverage must be maintained for a minimum of two (2) years following completion of this Contract. This coverage may be written on a claims-made basis; if so, see special provisions in Section B.
- e. Railroad Protective Liability insurance covering the Applicant's liability for work performed on or adjacent to VTA's light rail line(s) for bodily injury, property damage, including damage to VTA's property, equipment and facilities; Insurance Services Office form number CG 0035. Applicant must apply for enrollment in VTA's Blanket Railroad Protective Liability program, for which VTA pays the premium directly to the insurer. Applicant will provide all necessary data for enrollment application, including but not limited to total work value (including Applicant's profit) on the entire project, and on that portion of the work performed within 50 feet of the VTA rail Right of Way, measured from the nearest rail.

2. Minimum Limits of Insurance: Contractor must maintain limits no less than:



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- a. General Liability (Including umbrella/excess liability): \$5,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella, but in no event may the General Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying general liability policy, and a “Drop Down” provision.
 - b. Automobile Liability (including umbrella/excess liability): \$5,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella, but in no event may the Automobile Liability primary policy limit per occurrence be less than \$2,000,000. Excess policies must feature inception and expiration dates concurrent with the underlying auto liability policy, and a “Drop Down” provision.
 - c. Workers’ Compensation and Employers Liability: Statutory Workers’ Compensation limits and Employers Liability limits of \$1,000,000 per accident.
 - d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim.
 - e. Railroad Protective Liability: if required, \$5,000,000 Combined Single Limit for bodily injury and property damage, with \$10,000,000 annual aggregate.
 3. Self-Insured Retention: Any self-insured retention or deductible in excess of \$50,000 (\$100,000 if Contractor is a publicly-traded company) must be declared to and approved by VTA. If Contractor is a governmental authority such as a state, municipality or special district, self-insurance is permitted. To apply for approval for a level of retention in excess of the stipulated amounts stated herein, the Bidder/Proposer/Contractor must provide a current financial statement documenting the ability to pay claims falling within the self-insured retention. At the option of VTA, either: the insurer must reduce or eliminate such self-insured retention as respects VTA, its officers, officials, employees and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - B. CLAIMS MADE PROVISIONS (NOT APPLICABLE TO GENERAL LIABILITY OR AUTO LIABILITY):** Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:



1. The policy must be in effect as of the date of this Contract and the retroactive date must be no later than the date of this Contract.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, Contractor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must be of at least two (2) years.
3. No prior acts exclusion to which coverage is subject that predates the date of this Contract.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. OTHER PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

- a. VTA, its officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including VTA's general supervision of Contractor; products and completed operations of Contractor and its subcontractors; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Contractor's insurance coverage must be primary insurance as respects VTA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by VTA, its officers, officials, employees, or volunteers must be excess of Contractor's insurance and may not contribute with it.
- c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its officers, officials, employees, or volunteers.
- d. Contractor's insurance must 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.
- e. The General Liability General Aggregate limit must apply per project, not per policy.
- f. The General Liability policy must be endorsed to remove the exclusion for railroad liabilities, with coverage at least as broad as afforded by ISO CG 24 17.



2. All Coverages: The insurer must agree to waive all rights of subrogation against VTA, its officers, officials, employees, and volunteers for losses arising from work performed by Contractor and its subcontractors for VTA.

3. Other Insurance Provisions:

- a. The Certificate must disclose the actual amount of the Deductible or Self-Insured Retention
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the right to require the Contractor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. ACCEPTABILITY OF INSURERS: Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. CERTIFICATES OF INSURANCE: Contractor must furnish VTA with a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates will be issued on a standard ACORD Form. Contractor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org.

The certificates will (1) identify the underwriters, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority
Procurement, Contracts and Materials Management
3331 North First Street
San Jose, CA 95134
Contract No. S19032

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella policy must be listed, Certificate Holder should be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.



All certificates and endorsements are to be received and approved by VTA before work commences. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If Contractor receives any notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Contractor or insurer must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

- F. MAINTENANCE OF INSURANCE:** If Contractor fails to maintain such insurance as is called for herein, VTA, at its option, may suspend payment for work performed and/or may order Contractor to suspend work at Contractor's expense until a new policy of insurance is in effect.



EXHIBIT A3 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

- A. It is VTA policy to ensure that DBE firms, as defined in 49 CFR Part 26, have the full opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds.
- B. In connection with its performance under this Contract, although there is no specified DBE goal, Contractor agrees to cooperate with VTA in attempting to meet VTA's overall 13% annual utilization of DBE firms. In this regard Contractor will use all reasonable efforts to ensure that DBE firms shall have an equitable opportunity to compete for subcontract work under this Contract.
- C. Contractor shall submit a listing of DBE Prime or subcontractors shall submit quarterly DBE utilization reports electronically to the VTA's Office of Business Diversity Programs. These monthly reports will document when payments to subcontractors were made, the dollar value of payments to DBE firms and the percentage of the Contract completed. VTA will monitor compliance with Contract requirements for DBE firms.

Electronic submittals will be to an online system (B2Gnow) at <https://VTA.sdbde.com>. Contractor and each subcontractor will receive information pertaining to Log-On identification, password and instructions to use the system. All lower-tier subcontractors and vendors will be required to provide or verify DBE utilization documentation.

- D. At the conclusion of this Contract, Contractor shall be required to electronically submit a final DBE Utilization Report to the VTA Office of Business Diversity Programs at: OSDB.OSDB@VTA.org by indicating a final audit where requested in the B2Gnow system. Contractor agrees to submit any and all required electronic reports to the Office of Business Diversity Programs.

Contractor must ensure that DBE subcontractors are certified at the time of the Task Order proposal submittal. DBE lists by expertise are available for identifying and contacting DBE firms on the California Unified Certification (UCP) database listed in www.californiaucp.com. For assistance in identifying currently certified DBE firms, contact VTA's Office of Business Diversity Programs at (408) 321-5962.

- E. **CONTRACTOR ASSURANCES (as required by 49 C.F.R. 26.13):** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contractor. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient¹ deems appropriate, which may include, but is not limited to:

¹ "Recipient" is VTA.



- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

Contractor must include this assurance in each of its subcontracts related to this Contract.



EXHIBIT A4 REQUIRED FTA CLAUSES PART 1

In its performance under the Contract, Contractor will comply with all of the Federal Transit Administration (“FTA”) clauses which are identified below as applicable (if the box next to the clause is checked, the clause is applicable). The substance of these applicable requirements is set forth on the following pages of this Exhibit (Revised 08/2018).

- ☒ A. ACCESS TO RECORDS AND REPORTS
- ☐ B. BONDING REQUIREMENTS
- ☐ C. BUS TESTING
- ☐ D. BUY AMERICA REQUIREMENTS
- ☐ E. CARGO PREFERENCE REQUIREMENTS
- ☐ F. CHARTER SERVICE
- ☒ G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
- ☒ H. CIVIL RIGHTS LAWS AND REGULATIONS
- ☒ I. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
- ☐ J. EMPLOYEE PROTECTIONS
- ☒ K. ENERGY CONSERVATION
- ☒ L. FLY AMERICA
- ☒ M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
- ☒ N. LOBBYING RESTRICTIONS
- ☒ O. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
- ☐ P. PATENT RIGHTS AND RIGHTS IN DATA
- ☐ Q. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES
- ☒ R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
- ☐ S. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
- ☐ T. RECYCLED PRODUCTS
- ☒ U. SAFE OPERATION OF MOTOR VEHICLES
- ☐ V. SCHOOL BUS OPERATIONS
- ☐ W. SEISMIC SAFETY
- ☒ X. SUBSTANCE ABUSE REQUIREMENTS
- ☒ Y. TERMINATION
- ☒ Z. VIOLATION AND BREACH OF CONTRACT
- ☐ AA. SPECIAL DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS
- ☐ BB. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE
- ☒ CC. ADA ACCESS
- ☒ DD. CHANGES
- ☒ EE. INCORPORATION OF FTA TERMS



EXHIBIT A4 REQUIRED FTA CLAUSES PART 2

These FTA terms and conditions (“FTA Clauses”) are required by the FTA pursuant to the Master Agreement between FTA and VTA, Section 16 (a copy of which may be viewed at <https://www.transit.dot.gov/>) and apply to all third party contracts awarded by VTA that are funded in whole or in part with FTA assistance. Unless specifically defined herein, the capitalized terms used in these FTA Clauses have the meanings as defined in the solicitation and/or Contract, as applicable. Contractor is responsible for its subcontractors’ compliance, as applicable, with these FTA Clauses (Revised 08/2018).

In the event that any of these FTA Clauses conflict with other terms of the Contract, these FTA Clauses will prevail.

A. ACCESS TO RECORDS AND REPORTS: In addition to any other audit and record retention requirements set forth in the Contract, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section A apply to Contractor and its Contract subcontractors at every tier. Contractor will ensure compliance with this Section A by all of its subcontractors of every tier.
2. **RECORD RETENTION:** Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
3. **RETENTION PERIOD:** Contractor will comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
4. **ACCESS TO RECORDS:** Contractor will provide sufficient access to the FTA and its contractors to inspect and audit records and information related to performance of the Contract as reasonably may be required.
5. **ACCESS TO THE SITE OF PERFORMANCE:** Contractor will permit FTA and its contractors access to the sites of performance under the Contract as reasonably may be required.

B. BONDING REQUIREMENTS: Contractor will comply with the bonding requirements set forth elsewhere in the Contract.



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- C. BUS TESTING:** Contractor will comply with all bus testing requirements set forth elsewhere in the Contract.
- D. BUY AMERICA REQUIREMENTS:** If the Contract is for the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock, Contractor will comply with the following:
1. **FLOW DOWN:** The requirements of this Section D apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section D.
 2. **COMPLIANCE WITH FEDERAL LAW:** Contractor will comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.
 3. **CERTIFICATIONS:** Contractor must submit to VTA the appropriate Buy America certification attached to the solicitation or otherwise provided by VTA with its (i) Bid (in the case of a sealed bidding procurement) or (ii) final offer or final revised Proposal (in the case of a negotiated procurement). Bids or Proposals (as applicable) that are not accompanied by a completed Buy America certification will be rejected as nonresponsive and cannot be considered by VTA.
- E. CARGO PREFERENCE REQUIREMENTS:** If the Contract involves equipment, materials, or commodities that may be transported by ocean vessels, Contractor will comply with the following:
1. **FLOW DOWN:** The requirements of this Section E apply to Contractor and its Contract subcontractors at every tier involved with the transport of equipment, material, or commodities by ocean vessel. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section E.
 2. **UNITED STATES-FLAG COMMERCIAL VESSELS:** Contractor will use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
 3. **BILL-OF-LADING:** Contractor will furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment



of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to VTA (through Contractor in the case of a subcontractor's bill-of-lading).

F. CHARTER SERVICE: If the Contract is for the operation of transportation service, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section F apply to Contractor as the first tier service contractor. The provisions of this Section F do not flow down to subcontractors.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor will comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
 - b. FTA regulations, "Charter Service," 49 C.F.R. Part 604;
 - c. Any other federal Charter Service regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
3. **VIOLATIONS:** If Contractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on Contractor. These corrective measures and remedies may include:
 - a. Barring Contractor or any subcontractor operating public transportation under its award that has provided prohibited charter service from receiving federal assistance from FTA;
 - b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
 - c. Any other appropriate remedy that may apply.

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: If the Contract has a total value of more than \$150,000, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section G apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section G.
2. Contractor will:



- a. Not use any violating facilities;
- b. Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- c. Report violations of use of prohibited facilities to FTA; and
- d. Comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

H. CIVIL RIGHTS LAWS AND REGULATIONS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section H apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section H.
2. **NONDISCRIMINATION:** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, U.S. Department of Transportation (“DOT”) regulations at 49 C.F.R. Part 21, and federal transit law at 49 U.S.C. § 5332, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
3. **RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and federal transit laws at 49 U.S.C. § 5332, Contractor will comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (“U.S. DOL”) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action will include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor will comply with any implementing requirements FTA may issue.



4. **AGE:** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (“U.S. EEOC”) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5. **DISABILITIES:** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and federal transit law at 49 U.S.C. § 5332, Contractor will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

I. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”): Contractor will comply with the DBE requirements set forth elsewhere in the Contract.

J. EMPLOYEE PROTECTIONS:

1. **FLOW DOWN:** The requirements of this Section J apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section J.

2. If the Contract is for construction, alteration, or repair in excess of \$2,000, Contractor will comply with the following:

a. **Prevailing Wage:** Contractor will comply with the prevailing wage requirements set forth in the Contract.

b. **Anti-Kickback:** Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by U.S. DOL regulations at 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. If the Contract (i) has a total value of more than \$100,000 and (ii) involves the employment of mechanics or laborers, Contractor will comply with the following:

a. **Contract Work Hours and Safety Standards:** Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as



supplemented by the U.S. DOL regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- 1) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply if the Contract is for (i) the purchase of supplies or materials or articles ordinarily available on the open market or (ii) transportation or transmission of intelligence.
 - 2) In the event of any violation of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by this section.
 - 3) The FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor (i) under the Contract, (ii) under any other federal government contract with the same prime Contractor, or (iii) any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act and held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
 - 4) Contractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring all subcontractors to include these clauses in any lower tier subcontracts.
- b. Contract Work Hours and Safety Standards for Awards Not Involving Construction:** Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations,



“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

- 1) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- 2) Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

K. ENERGY CONSERVATION: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section K apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section K.
2. **MANDATORY STANDARDS AND POLICIES:** Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

L. FLY AMERICA: If performance of the Contract involves transportation of persons or property by air between a place in the U.S. and a place outside the U.S., or between places outside the U.S., Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section L apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section L.
2. **DEFINITIONS:**
 - a. **“International air transportation”** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.



b. **“United States” or “U.S.”** means the 50 States, the District of Columbia, and outlying areas.

c. **“U.S.-flag air carrier”** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

3. **USE OF U.S.-FLAG AIR CARRIERS:** Pursuant to Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act), Contractor and all of its subcontractors at every tier must use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. Contractor understands that the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, will disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

4. **STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS:** In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

[State reasons]: _____

5. **SUBCONTRACTS:** Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under the Contract that may involve international air transportation.

6. **CODE SHARE AGREEMENT:** Contractor is permitted to use transportation on a foreign air carrier when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier’s designator code and flight number.

7. **AIR TRANSPORTATION AGREEMENT:** Contractor is permitted to use transportation by a foreign air carrier if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION: If the Contract has a total value of \$25,000 or more, Contractor will comply with the following:



1. **FLOW DOWN:** If Contractor and/or any of its subcontractors enter into covered transactions with a participant at the next lower level, Contractor and/or its subcontractor, as applicable, must require that participant to: (a) comply with subpart C of 2 C.F.R. Part 180, as supplemented by 2 C.F.R. Part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. Part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.
2. **COMPLIANCE WITH FEDERAL LAW:** Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. These provisions apply to the Contract and to (i) any subcontract at any tier of \$25,000 or more, and (ii) each contract at any tier for a federally required audit (irrespective of the contract amount), and (iii) each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
3. **CERTIFICATION:** By executing this Contract, Contractor hereby certifies that its principals, affiliates, and subcontractors are eligible to participate in the federally funded Contract and are not presently declared by any federal department or agency to be:
 - a. Debarred from participation in any federally assisted award;
 - b. Suspended from participation in any federally assisted award;
 - c. Proposed for debarment from participation in any federally assisted award;
 - d. Declared ineligible to participate in any federally assisted award;
 - e. Voluntarily excluded from participation in any federally assisted award; or
 - f. Disqualified from participation in any federally assisted award.

This certification is a material representation of fact relied upon by VTA. If it is later determined by VTA that Contractor knowingly rendered an erroneous certification, in addition to remedies available to VTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

N. LOBBYING RESTRICTIONS: If the Contract has a total value of \$100,000 or more, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section N apply to Contractor and its Contract subcontractors at every tier if such subcontract has a total value of \$100,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section N.



2. **CERTIFICATION:** Contractor must submit to VTA the appropriate Restrictions on Lobbying certification attached to the solicitation or otherwise provided by VTA with its (i) Bid or Proposal, or (ii) prior to the execution of the Contract, whichever occurs earlier.

O. NO GOVERNMENT OBLIGATION TO THIRD PARTIES: Contractor will at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section O apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section O.
2. **NO OBLIGATION:** Contractor acknowledges that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the federal government, the federal government is not a party to the Contract and shall not be subject to any obligations or liabilities of VTA, Contractor or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the underlying Contract.

P. PATENT RIGHTS AND RIGHTS IN DATA: If the Contract is for the performance of experimental, developmental, or research work, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section P apply to Contractor and its Contract subcontractors at every tier if the relevant subcontract meets the definition of a research-type project under 37 U.S.C. § 401.2. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section P.
2. **INTELLECTUAL PROPERTY RIGHTS:** Certain Patent Rights and Data Rights apply to all subject data first produced in the performance of the Contract. Contractor grants VTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered by the Contract.



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3. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described as follows:
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
 4. “Federal Government Purposes,” means use only for the direct purposes of the federal government. The federal government may not extend its federal license to any other party without the copyright owner’s consent.
 5. Unless FTA determines otherwise, Contractor will permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.
 6. Unless prohibited by state law, upon request by the federal government, Contractor will indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor will indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.
 7. Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.
 8. Data developed by Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work.
 9. Contractor will include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.



Q. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES: If the Contract is for the purchase of revenue service rolling stock, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section Q apply to Contractor as the first tier service contractor. The provisions of this Section Q do not flow down to subcontractors.
2. Contractor will comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663. Contractor shall comply with the Buy America certification(s) submitted with its Bid/Proposal. Contractor will participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. Part 663 and related FTA guidance.
3. For more information about pre-award and post-delivery audit requirements, please go to FTA's Buy America page on its website.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS: Contractor will at all times comply with the following requirements:

1. **FLOW DOWN:** The requirements of this Section R apply to Contractor and its Contract subcontractors at every tier if the relevant subcontract involves the making, presenting, or submitting of covered claims and statements. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section R.
2. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the federal government deems appropriate.
3. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the federal government deems appropriate.



4. Contractor will include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. Contractor will not modify the clauses, except to identify the subcontractor who will be subject to the provisions.

S. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS: If (i) Contractor is recognized by FTA to be a transit operator and (ii) the Contract is for transit operations, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section S apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section S.
2. Contractor will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - a. **U.S. DOL Certification:** Contractor will complete a certification issued by U.S. DOL as a condition of the Contract.
 - b. **Special Warranty:** U.S. DOL will provide a Special Warranty for the award associated with the Contract. The U.S. DOL Special Warranty is a condition of the Contract.
 - c. **Special Arrangements:** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractor in its provision of public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated into the Contract as required.

T. RECYCLED PRODUCTS: If (i) the Contract is for the purchase of items designated in guidelines of the U.S. Environmental Protection Agency (“EPA”) at 40 C.F.R. Part 247 and (ii) the purchase price of the relevant item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section T apply to Contractor and its Contract subcontractors at every tier if the subcontract involves the purchase of EPA-selected items valued at \$10,000 or more. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section T.
2. Contractor will provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962, and EPA, “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247.



U. SAFE OPERATION OF MOTOR VEHICLES: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section U apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section U.
2. **SEAT BELT USE:** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or VTA.
3. **DISTRACTED DRIVING:** Contractor will adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns, leases, or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under the Contract.

V. SCHOOL BUS OPERATIONS: If the Contract is for the operation of public transportation service, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section V apply to Contractor as the first tier service contractor.
2. Contractor will comply with 49 U.S.C. 5323(f) and 49 C.F.R. Part 604 and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
 - b. FTA regulations, “School Bus Operations,” 49 C.F.R. Part 605;
 - c. Any other federal school bus regulations; or
 - d. Federal guidance, except as FTA determines otherwise in writing.
3. If Contractor violates this Section V, FTA may:
 - a. Bar Contractor from receiving federal assistance for public transportation; or
 - b. Require Contractor to take such remedial measures as FTA considers appropriate.



4. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally funded equipment, vehicles, or facilities.
5. Contractor should include the substance of this clause in each subcontract under the Contract that may operate public transportation services.

W. SEISMIC SAFETY: If the Contract is for the construction of new buildings or additions to existing buildings, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section W apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section W.
2. Contractor will design and construct any new building or additions to existing buildings in accordance with the standards for Seismic Safety required in DOT Seismic Safety Regulations at 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. Contractor will ensure that all work performed under the Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued under the Contract.

X. SUBSTANCE ABUSE REQUIREMENTS: If the Contract requires Contractor or any of its subcontractors to perform safety-sensitive functions (as defined in 49 C.F.R. § 655.4), Contractor must comply with the following:

1. **FLOW DOWN:** The requirements of this Section X, along with VTA's Drug and Alcohol Policy, apply to Contractor and its Contract subcontractors at every tier that require the performance of a safety-sensitive function. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section X.
2. Contractor will establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655; produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California or VTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
3. **CERTIFICATION:** Contractor will certify annually its compliance with 49 C.F.R. Part 655 before December 15 and to submit the Management Information System (MIS) reports before March 10 to:

Linda Durham
Sr. Human Resources Analyst
3331 North First Street-Building B1, San Jose, CA 95134



To certify compliance, Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Y. TERMINATION: Contractor will comply with the termination provisions set forth elsewhere in the Contract. The requirements of this Section Y apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section Y.

Z. VIOLATION AND BREACH OF CONTRACT: If the Contract has a total value exceeding the simplified acquisition threshold as defined by 48 C.F.R. 2.101(b) (“Simplified Acquisition Threshold”), Contractor will comply with the following:

- 1. FLOW DOWN:** The requirements of this Section Z apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section Z.
- 2. DISPUTES:** VTA and Contractor intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the VTA’s and Contractor’s organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with VTA’s direction or decisions made thereof.
- 3. PERFORMANCE DURING DISPUTE:** Unless otherwise directed by VTA, Contractor shall continue performance under the Contract while matters in dispute are being resolved.
- 4. REMEDIES:** The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by VTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

AA. SPECIAL U.S. DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS: If the Contract has a total value of \$10,000 or more and is for construction, Contractor will comply with the following:



1. **FLOW DOWN:** The requirements of this Section AA apply to Contractor and its Contract subcontractors performing construction work at every tier. Contractor is responsible for ensuring that all applicable lower tier contractors and subcontractors are in compliance with this Section AA.
2. Contractor will comply with (i) U.S. DOL regulations set forth in 41 C.F.R. Part 60-4, (ii) Executive Order 11246 “Equal Employment Opportunity,” as amended (including by Executive Order 11375), and (iii) 42 U.S.C. § 2000 (e) note.
3. Contractor will comply with the equal opportunity clause set forth in 41 C.F.R. § 60-1.4(b), which is incorporated herein by reference pursuant to 41 C.F.R. § 60-1.4(d).
4. Contractor will comply with the “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)” set forth in 41 C.F.R. § 60-4.3, which specifications are attached hereto (if applicable).

BB. CONFORMANCE WITH I.T.S. NATIONAL ARCHITECTURE: If the Contract is (i) for the implementation of Intelligent Transportation Systems (“ITS”) and (ii) funded through the Federal Highway Trust Fund, Contractor will comply with the following:

1. **FLOW DOWN:** The requirements of this Section BB apply to Contractor and its Contract subcontractors performing ITS project work at every tier. Contractor is responsible for ensuring that all relevant lower tier contractors and subcontractors are in compliance with this Section BB.
2. Except as otherwise permitted or determined by FTA in writing, Contractor will conform to the National Intelligent Transportation Systems (“ITS”) Architecture and Standards of 23 U.S.C. § 517(d), as amended by MAP-21.
3. Contractor will comply with FTA Notice, “Federal Transit Administration National ITS Architecture Policy on Transit Projects,” 66 FR 1455, January 8, 2001.

CC. ADA ACCESS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section CC apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section CC.
2. Contractor will operate public transportation services and will keep its facilities used in public transportation services in compliance with: (i) 42 U.S.C. § 12101 et seq.; (ii) DOT regulations, including “Transportation Services for Individuals with Disabilities (ADA)” set forth at 49 C.F.R. Part 37; and (iii) Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, including “Americans with Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles” set forth at 36 C.F.R.



Part 1192 and “Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles” set forth at 49 C.F.R. Part 38. If Contractor is a private entity, Contractor must comply with the requirements of 49 C.F.R. Part 37 applicable to public entities.

DD. CHANGES: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section DD apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section DD.
2. Contractor will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between VTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor’s failure to comply will constitute a material breach of the Contract.

EE. INCORPORATION OF FTA TERMS: Contractor will at all times comply with the following requirements and will include these requirements in each subcontract entered into as part of the Contract:

1. **FLOW DOWN:** The requirements of this Section EE apply to Contractor and its Contract subcontractors at every tier. Contractor is responsible for ensuring that all lower tier contractors and subcontractors are in compliance with this Section EE.
2. The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth herein. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F and the Master Agreement or any revision thereto, are hereby incorporated by reference and made a part of the Contract, except to the extent FTA determines otherwise in writing. Anything to the contrary herein notwithstanding, all FTA-mandated terms are deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor will not perform any act, fail to perform any act, or refuse to comply with any VTA requests which would cause VTA to be in violation of any FTA terms and conditions.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize three (3) members of the Milpitas Police Department's Honor Guard to travel to Gilbert, Arizona to participate in funeral services for retired Police Lieutenant Steven Petrakovitz
Category:	Consent Calendar-Public Safety
Meeting Date:	4/2/2019
Staff Contact:	Captain Jared Hernandez, 408-586-2406
Recommendation:	Approve out of state travel for three members of the Milpitas Police Department's Honor Guard so they may participate in funeral services for retired Police Lieutenant Steven Petrakovitz, with costs paid out of the Police Department budget.

Background:

The Milpitas Police Department hired Steven Petrakovitz, on August 20, 1985. Over the course of his career, he held a number of assignments, including Patrol Officer, Motor Officer, Investigation Detective, Police-Community Relations Sergeant, and Personnel and Training Sergeant. He served as Field Training Officer, Field Evidence Technician, Tactical Team member, and a Firearms Instructor. He promoted to the rank of Sergeant on September 16, 1998, and promoted to the rank of Lieutenant on December 20, 2009. Lieutenant Petrakovitz honorably retired on May 3, 2012.

On March 4, 2019, Lieutenant Petrakovitz succumbed to a terminal illness and passed away. His illness was deemed to be work related. The Petrakovitz family has requested the Milpitas Police Department Honor Guard participate in his celebration of life, on Saturday, April 6, 2019, in Gilbert, AZ.

Analysis:

Lieutenant Steven Petrakovitz committed 26 years of service to the Milpitas Police Department and the City of Milpitas. He ensured the Milpitas Police Department provided professional and responsive law enforcement services to the community. Prior to his retirement, Lieutenant Petrakovitz contracted a terminal illness that was deemed to be work related. Lieutenant Petrakovitz retired from service in 2012. His health steadily declined and he passed away on March 4, 2019. Lieutenant Petrakovitz' survivors have requested the Milpitas Police Department's Honor Guard participate in his services and conduct a Presentation of Colors to commemorate his service to the Milpitas Police Department and the City of Milpitas.

The City of Milpitas Standard Operating Procedure 6-1- Travel and Expense Policy requires that the City Council approve out of state travel.

Policy Alternative:

Alternative 1: Do not authorize the out of state travel for three (3) members of the Milpitas Police Department's Honor Guard

Pros: There is no impact on the Police Department's operating budget.

Cons: The Police Department will not oblige the family's request.

Reason not recommended: The request to attend his services does not negatively impact police operations and the Police Department's operating budget can absorb the travel expense. Attending his service will have great value to Steve Petrakovitz's family.

Fiscal Impact:

Travel expense for three police officers to travel to Arizona will be approximately \$2,000. The Police Department is sufficiently budgeted for the expense.

Recommendation:

Approve the out of state travel for three members of the Milpitas Police Department's Honor Guard to participate in funeral services for retired Milpitas Police Department Lieutenant Steven Petrakovitz

Attachment:

City of Milpitas Standard Operating Procedure No. 6-1, Travel and Expense Policy

No. 6-1
Effective: 8/1/75
Revised: 8/10/81
12/4/90*
7/16/91*
12/9/92
4/1/94
8/1/97

CITY OF MILPITAS, CALIFORNIA
STANDARD OPERATING PROCEDURE

SUBJECT: TRAVEL AND EXPENSE POLICY

PURPOSE

To establish procedures and guidelines for business-related travel and training expenses of all City officials and employees, including Council, Commission and Committee members. It is the objective of this travel policy to meet IRS requirements for an accountable plan which is generally defined as:

An allowance or reimbursement that is not subject to income tax if all three of the following conditions are met:

- 1) Expenses must have a business connection;
- 2) expenses must be substantiated; and
- 3) un-spent amounts must be returned.

If an employer reimburses employees' business travel expenses by means of a per diem allowance that does not exceed per diem rates of the federal government, the expense is deemed substantiated for the purpose of avoiding taxability. Actual expenses less than the allowable per diem are not required to be returned. Employees need only account for the time, place, and business connection of the expenditure.

POLICY

City official and employees may be required to travel and to incur other business-related expenses in the course of their official duties and as representatives of the City. This policy is issued to promote consistent and equitable practices and establishes:

- A) General guidelines
- B) Request and authorization process
- C) Criteria for use

Prudent use of public funds and consideration of public perception shall be the responsibility of all employees of the City of Milpitas.

A. GENERAL

1. Travel expenses may include, but not be limited to, the registration, transportation and related costs incurred when attending or participating in out-of-town business or activities such as professional meetings, conferences and training sessions, whether for less than one day or overnight.
2. Travel on official business outside the State of California will be considered during the budget review process and recommended for inclusion in the budget if job-related, and approved by the Department Head and the City Manager. Any out-of-state travel not approved in the budget requires prior Council approval.

3. City officials and employees on official business are prohibited from traveling by private non-scheduled airplane unless a waiver of all claims for death and injury is first executed to the satisfaction of the City Attorney.
4. No more than two (2) elected officials should travel together on official City business outside a 100 mile radius. No more than three (3) Department Heads should travel together on official City business outside a 100 mile radius. The Police Chief and the Fire Chief should not travel together on official City business outside a 100 mile radius.
5. The City will not incur any added expense as a result of a guest accompanying an employee or other city representatives.
6. The City will not incur any added expense as a result of a personal side-trip.
7. For destinations less than 100 miles (the distance between home and the destination or work and the destination, whichever is less) overnight travel expenses will not be allowed except with departmental approval for unusual circumstances, such as early morning meetings in Sacramento or seminars that go into the evening hours.
8. Travel for less than one day will be reimbursed in accordance with Section C-6 for reasonable actual expenses.

B. REQUEST AND AUTHORIZATION PROCESS

1. Except in cases of emergency, all requests for travel expenses are to be made in advance on Travel and Expense Request Form No. 32-11. Expenses shall be reviewed and authorized by the designated departmental authority. However, in no event shall an advance of an expense be made to an employee more than thirty days prior to the expense being incurred or paid.
2. If travel is out-of-state, a copy of the Council authorization, or budget detail should be attached to the Travel and Expense Form No. 32-11.
3. Upon departmental approval, Travel and Expense Request Forms should be submitted to Accounts Payable for processing two weeks prior to date payments as requested.

C. CRITERIA

1. Registration
 - a. Registration fees may be prepaid by the City or reimbursed to the employee in accordance with Section C-6.
 - b. Federal travel regulations require that any meals included in the cost of registration should be deducted from the per diem. The per diem allocation of meals will be included in the CONUS per Section C-4.
 - c. Any discounts offered for early registration or attendance by additional persons should be obtained whenever possible.
 - d. In order to satisfy IRS accountable plan regulations, a copy of the registration material must be submitted with the Travel and Expense Form No. 32-11.

2. Transportation

- a. Transportation costs to and from the travel destination shall not exceed advance-purchase economy-class airfare, unless such fare is unavailable. City officials and employees shall inquire and endeavor to acquire any government discount the airlines may provide.
- b. City vehicles shall be utilized whenever possible.
- c. Every effort shall be made to rideshare when two or more City officials and/or employees are traveling to the same destination.
- d. Mileage reimbursement shall be at the rate as set by the Internal Revenue Code and shall be reimbursed for the distance between home and the destination or work and the destination, whichever is less.
- e. Transportation to and from airports shall be reimbursed in accordance with 2-d for either actual mileage if personal vehicle is used or for reasonable taxi fare, airport van, or other public transportation, if available.
- f. Parking will be reimbursed at the long-term parking rates for more than one day, and at the short-term parking rates for up to one day only.
- g. The necessity for a rental car must be established and authorized in advance by the Department Head or authorized representative. Economy car rentals are encouraged, unless the upgrade is provided at no additional cost to the City.

3. Lodging

- a. Lodging expenses may be prepaid directly to the hotel or reimbursed to the employee in accordance with Section C-6. Lodging expenses will be limited to single occupant room rates and shall not exceed conference hotel cost.
- b. Hotels often provide exemptions from transient occupancy tax for government employees. Employees should request exemption for hotel transient occupancy when making reservations if applicable.

4. Per Diem

- a. The City of Milpitas will pay the federal per diem allowance for meals and incidentals (M&IE) based on the locality of overnight travel. The federal per diem rates for the continental United States (CONUS) are published annually by the Internal Revenue Service and will be distributed by the Finance Department. Rates for travel outside the Continental United States will be obtained from the IRS by the Finance Department when requested. *Note: if a destination city is not listed, then the rate for the county applies. If there is no rate for the city or county, the lowest rate applies.*
- b. Incidental expenses which are included in the per diem are defined by the Internal Revenue Service as: laundry or dry cleaning, personal phone calls, and tips.
- c. The per diem rate is only applicable to overnight travel and is pro-rated accordingly. See the following schedule for examples:

Schedule based on travel departure:

1 ST DAY		2 ND DAY		
a.m.	p.m.	a.m.	p.m.	
_____				Less than 1 day = no per diem only actual expenses reimbursed
		_____		overnight = 1 day minimum
		_____		p.m. - p.m. = 1 day
_____				a.m. - a.m. = 1 day
_____		_____		a.m. - p.m. = 1½ days

d. The following expenses are not included in the per diem: transportation costs, taxi fares, and business telephone calls and may only be reimbursed at departmental discretion.

e. No reimbursement will be made for the purchase of alcoholic beverages or products.

5. City Credit Cards

a. City-issued credit cards may be used for payment of actual and necessary expenses as previously detailed within this policy, but does not eliminate the need to process a pre-approved Travel and Expense Form No. 32-11.

b. Original detailed charge receipts, with appropriate coding, should be forwarded to Accounts Payable upon return to work.

c. Personal charges incurred should be paid for separately.

Note: hotels and accommodate requests for separate bills upon check out.

d. It is the credit card users responsibility, within 10 working days from the return to work date, to provide an accounting and reimburse the City for pre-paid per diem or other expenses if applicable.

6. Reimbursement

a. All requests for reimbursement for travel expenses shall be submitted on Reimbursed Expenses Form No. 30-216 accompanied by supporting documentation including original receipts or invoices and a copy of the approved Travel and Expense Request Form No. 32-11.

b. In the case of credit card purchases, receipts with transaction detail must be submitted.

7. Substantiation

An employee must substantiate all expenses. If an employee receives an advance for an expense and fails to substantiate the expense, such employee must return the advance to the City. The following constitutes “substantiate” for the purpose of this document:

Within 30 days after the expense is incurred, the employee shall submit to the City all receipts and other documentary evidence substantiating the time, place, amount, and business connection of the expenditure.

8. Return of Excess Amounts

Unless an advance is made to an employee by means of a per diem allowance (that does not exceed the per diem rates of the federal government), an employee shall return to the City, within 30 days upon return to work (or within 120 days after the expense was incurred, whichever is earlier), any amount of an advance that is in excess of the actual expense incurred. For example, if an employee receives an advance from the City of \$100 to cover the cost of attending a seminar and the actual cost turns out to be \$95, such employee shall return to the City the excess \$5 within 30 days upon return to work.

Attachments: Travel & Expense Request (Form 32-11)
Reimbursed Expenses (Form 30-216)

6-1/SOP/10-97

Attachment: Credit Card Missing Invoice Form



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Time Extension request (Permit No. TE18-0003) for an approved Site Development Permit (SD14-0021), Site Development Permit Amendment (SA18-0002), Conditional Use Permit (UP14-0022), and Vesting Tentative Map (MT14-0005) to develop a four-story, 18-unit residential condominium building, up to 52 feet in height, on a vacant 0.4-acre parcel located at 1316 South Main Street
Category:	Public Hearings-Community Development
Meeting Date:	4/2/2019
Staff Contact:	Michael Fossati, Senior Planner, 408-586-3274
Recommendation:	1) Open the public hearing and receive public comment; 2) Close the public hearing; 3) Adopt a resolution approving the Time Extension for a Site Development Permit, Site Development Permit Amendment, Conditional Use Permit, and Vesting Tentative Map to develop a four-story, 18-unit residential condominium building, up to 52 feet in height, on a vacant 0.4-acre parcel located at 1316 South Main Street

BACKGROUND:

On December 6, 2016, the City Council adopted Resolution No. 8612 approving a Site Development Permit (SD14-0021), Conditional Use Permit (UP14-0022) and Vesting Tentative Map (MT14-0005) to develop a four-story, 18-unit residential condominium building, with at-grade parking and associated site improvements, on a vacant 0.4-acre parcel located at 1316 South Main Street. Attachment A is a copy of Resolution No. 8612.

Entitlement approvals are valid for two years. In accordance with Section XI-10-64.06 of the Milpitas Zoning Ordinance, permits for the approved project would become null and void if development did not commence before the expiration date. In accordance with Section XI-10-64.06(B) of the Milpitas Zoning Ordinance, the commencement of development is defined as: 1) completion of a foundation associated with the project; 2) dedication of any land or easement required from the zoning action; 3) compliance with all legal requirements necessary to commence the use on obtain an occupancy permit, whichever is sooner.

A new developer purchased the subject property from the original applicant in January 2018, and the new owner requested changes to the proposed project. In August 2018, the Planning Director approved a Site Development Permit Amendment (SA18-0002) to allow minor modifications to the building façade, relocation of the open space/recreation area from the rooftop to the second floor, and lowering the overall height of the building. The project's design consultants subsequently submitted revised building plans to the City in October 2018, and the Building Department provided extensive comments to the applicant.

Due to the time required to modify the building plans in response to the City's comments, the developer requested a Time Extension (TE18-0003) for the approved entitlements on September 20, 2018. In accordance with Sections XI-1-4.06(b) and XI-10-64.07 of the Milpitas Zoning Ordinance, the City is able to consider a time extension for the approved project because the developer submitted a complete request for time extension prior to the expiration date on December 6, 2018. Attachment B is a copy of the developer's written request for the Time Extension.

If the Council approves a two-year extension, as requested, the entitlements will have a new expiration date of December 5, 2020. Attachment C is a draft resolution for approval of the Time Extension.

ANALYSIS:

The proposed time extension will facilitate continued development of a project that is consistent with the development standards and goals of the Transit Area Specific Plan (TASP) and the R4 Multifamily Very High Density Zoning District (R4). The project includes a mix of one, two and three bedroom units and is within the allowable density range for the R4 designation (21-40 units per acre). The project also complies with the front setback, maximum height limitations, and parking requirements. The approved entitlements include a Conditional Use Permit (UP14-0022) to allow a reduction in side and rear setbacks and to allow tandem parking. All of the current findings for approval on the Site Development Permit, Site Development Permit Amendment, Conditional Use Permit, and Vesting Tentative Map can be made for the proposed project.

Approval of the original Conditional Use Permit in 2016 included a one-time “public benefit” payment of \$100,000 by the developer to the City of Milpitas. As originally approved, a portion of the payment (\$80,000) would go into the City’s Affordable Housing Fund, and the remaining portion (\$20,000) would go into the Public Art Fund. This \$100,000 payment would be exclusive of the \$590,058 in Transit Area Development Impact Fee (TADIF) required for development within the TASP area.

Due to the submittal date and details of the project, the applicant was not required to provide affordable housing and public art. The City’s Affordable Housing Ordinance was approved by City Council in June 2015. Project applications that included “completely new residential development” which were submitted after June 2015 were required to provide five percent (5%) of very low or low-income residential units. The definition of a “completely new residential development” is any residential development project for which no written application of any sort has been previously submitted to the City. The written application for the proposed project was submitted into the City in November 2014, prior to the adoption of the Affordable Housing Ordinance.

The Public Art Ordinance requires private developments to either construct public art or pay an in-lieu fee for the construction of public art. Contributions to the Public Art Fund are required for completely new residential building development of 20 or more dwelling units. The proposed project includes 18 residential units, and therefore does not require public art.

The project includes a Vesting Tentative Map, which requires that the City only impose those rules, and regulations that existed at the time the application was originally deemed complete in 2016.

As noted above, approval of the Time Extension request will allow the current property owner to proceed with ongoing review of building permits for the proposed project under the original entitlements approved by City Council in December 2016. All conditions of approval for the original project will remain in force, including payment of \$590,058 in TADIF fees and the one-time payment of \$100,000 toward public benefits.

POLICY ALTERNATIVES:

Alternative 1: Deny the request by not adopting the findings associated with either the Site Development or Conditional Use Permit for a Time Extension of the original entitlements

Pros: A new project on this site would be subject to the City’s current ordinances and development standards, including the 15% inclusionary requirement for affordable housing. The project includes fewer than 20 residential units, so the Public Art requirement would not apply.

Cons: Denial of the time extension would delay development of the site for several years, and the City would not benefit from higher land valuation and tax revenue. Denial would further delay implementation of the Transit Area Specific Plan in this area along South Main Street.

Reason for Not Recommending: The applicant filed a timely request to extend the existing entitlements for the project in accordance with all of the City’s requirements. The applicant submitted building plans to the City

for review, and the building permits are nearly ready for approval. The project conforms to the City's development policies and standards and will further implementation of the TASP in this area. The City Council can make all of the current findings for the specific types of permits subject to the proposed time extension.

FISCAL IMPACT:

Total revenue associated with the project, including building permit fees, TASP impact fees, and the one-time "public benefit" payment will total approximately \$730,000.

California Environmental Quality Act:

The act of time extension will result in no substantial changes to the project or additional environmental impacts. The project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15332 (Infill Development). The project is further exempt from environmental review under CEQA in accordance with CEQA Guidelines Section 15183 (Project Consistent with a Community Plan, General Plan and Zoning). The project is consistent with the General Plan, the Transit Area Specific Plan, and applicable zoning regulations. There are no significant environmental impacts peculiar to the project or its site.

RECOMMENDATIONS:

- 1) Open the public hearing and receive public comment;
- 2) Close the public hearing;
- 3) Adopt a resolution approving the Time Extension for a Site Development Permit, Site Development Permit Amendment, Conditional Use Permit, and Vesting Tentative Map to develop a four-story, 18-unit residential condominium building, up to 52 feet in height, on a vacant 0.4-acre parcel located at 1316 South Main Street

Attachments:

Attachment A: Resolution 8612 (dated December 6, 2016)

Attachment B: Applicant Letter requesting extension (dated September 20, 2018)

Attachment C: Draft Resolution for Council Approval of Time Extension

Attachment D: Planning Commission Staff Report of Initial Project (dated November 6, 2016)

Attachment E: Project Plans

RESOLUTION NO. 8612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD14-0021, CONDITIONAL USE PERMIT NO. UP14-0022, TENTATIVE TRACT MAP NO. MT14-0005, AND ENVIRONMENTAL ASSESSMENT NO. EA16-0007 TO ALLOW CONSTRUCTION OF 18 RESIDENTIAL CONDOMINIUM UNITS ON 0.4 ACRES IN ONE, FOUR-STORY STRUCTURE WITH AT GRADE PARKING AND ASSOCIATED SITE IMPROVEMENTS AT 1316 SOUTH MAIN STREET

WHEREAS, on November 3, 2014, an application for Site Development Permit No. SD14-0021, Conditional Use Permit No. UP14-0022, Tentative Tract Map No. MT14-0005, and Environmental Assessment No. EA16-0007 was filed by George Zhang ("Applicant" or "Permittee"), to allow the demolition of two existing, vacant structures for the development of one, four-story, structure containing 18 residential condominiums and 31 on-grade parking spaces and associated landscaping and site improvements, including access from South Main Street, pedestrian walkways and landscaping, at 1316 South Main Street (APN 086-23-006) (the "Project"); and

WHEREAS, the City of Milpitas determined that the Project was subject to California Environmental Quality Act (CEQA) and the proposal is exempt under Sections 15168(c) and 15183 of the CEQA Guidelines as it was previously analyzed and mitigated as part of the Milpitas Transit Area Specific Plan Environmental Impact Report (EIR). Mitigation Measures within the Milpitas Transit Area Specific Plan EIR are applicable to this Project and per CEQA Guidelines Sections 15168(c) and 15183, projects are exempt from new environmental review if the lead agency can demonstrate the activity as being within the scope of the project covered by a program EIR, and no new environmental effects and no new mitigation measures are required; and

WHEREAS, on November 9, 2016, a duly-noticed public hearing was held by the City of Milpitas Planning Commission on the subject application, at which time all those in attendance were given the opportunity to speak on the Project and the Planning Commission recommended approval of the Project to the City Council subject to Conditions of Approval; and

WHEREAS, on December 6, 2016, a duly-noticed public hearing was held by the City of Milpitas City Council on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the City Council has considered all of the written and oral testimony presented at the public hearing in making its decision.

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

SECTION 1. Recitals.

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

SECTION 2: CEQA Finding.

The City Council conducted an environmental assessment No. EA16-0007 of the Project in accordance with CEQA, as amended, and State and local guidelines implementing CEQA. This Project is included within the area evaluated as part of the Transit Area Specific Plan Environmental Impact Report ("TASP EIR"), SCH#2006032091, which was certified by the Milpitas City Council on June 3, 2008. The Project is covered under the scope of activities approved with that EIR. No new impacts were identified and no new mitigation measures are required. Policies and/or mitigation measures required of projects covered under the TASP EIR will apply to the project and have been imposed as conditions of approval in Exhibit 1, attached hereto and incorporated herein. Pursuant to Public Resources Code section 21155.4 and CEQA Guidelines sections 15168(c) and 15183, the Project is except from further review under CEQA. A finding is made below that this Project is within the program of the EIR and no further environmental review is required.

CEQA Finding

The proposed Project is covered under the scope of activities analyzed under the Transit Area Specific Plan EIR, SCH#2006032091, which was certified by the Milpitas City Council on June 3, 2008. The EIR included a program of activities including construction of up to 7,109 residential units within the Transit Area Specific Plan (TASP) area. The proposed 18 residential units and residential amenity space fall within this scope of development activity contemplated in the TASP EIR.

Further, the Project Permittee has submitted a Floodplain Analysis, Noise and Vibration Assessment Study, and Trip Generation Assessment to further show consistency with the Transit Area Specific Plan EIR. Copies of these documents are on file with the Planning Division and fully incorporated herein by reference. These aforementioned studies do not indicate any Project environmental impacts other than those already analyzed in the EIR.

An independent Environmental Assessment memorandum was prepared by Lamphier-Gregory under contract to the City of Milpitas concluding that the Project is exempt from further environmental analysis per sections 15168(c) and 15183 of CEQA. Based on the foregoing, the City Council finds that the proposed Project will not have additional environmental impacts beyond those identified in the EIR, no additional environmental review is required, and no new or additional mitigation measures are required.

SECTION 3. Tentative Tract Map Findings (Section XI-1-20.01)

The City Council makes the following findings based on the evidence in the administrative record in support of Tentative Tract Map No. MT14-0005:

- 1. The proposed subdivision, its design and improvement are consistent with the General Plan and the Transit Area Specific Plan of the City of Milpitas.*

The Project site has a General Plan land use designation of Very High Density Transit Oriented Residential. The intent of this designation is to provide high-density housing a minimum density range of 41 units per acre, and a maximum density of 60 units per acre.

The Project is consistent with this finding because the proposed Project meets the intent of the designation by providing a residential project within the district with 45 dwelling units per acre. See Table below demonstrating project specifications that are consistent with the General Plan.

Table 3: General Plan Consistency	
Policy	Consistency Finding
Land Use Principles and Policies 2.a-G-2 Maintain a relatively compact urban form. Emphasize mixed-use development to the extent feasible, to achieve service efficiencies from compact development patterns and to maximize job development and commercial opportunities near residential development.	Consistent: The project is utilizing the prescribed allowable density for this designation to promote a compact urban form in close proximity to retail and commercial uses as well as transit corridors.
2.a-G-3 Provide for a variety of housing types and densities that meet the needs of individuals and families.	Consistent: The project includes a variety of housing types by incorporating one, two and three bedroom units into the project.
2.a-G-7 When considering development proposals, seek "community benefit", such as upgrading infrastructure facilities, constructing new infrastructure facilities, and	Consistent: The project would install and upgrade existing infrastructure, public streets and contribute to the public art fund. Rather than providing a

funding contributions to programs.

public art piece, the applicant has proposed to pay into a public art and affordable housing fund up to \$100,000.

Furthermore, the Project is consistent with the following General Plan Guiding Principle and Implementing Policies:

- *2.a 1-31 Develop the Transit area, as shown on the Transit Area Plan, as attractive, high density, urban neighborhoods with a mix of land uses around the light rail stations and the future BART station. Create pedestrian connections so that residents, visitors, and workers will walk, bike, and take transit. Design streets and public spaces to create a lively and attractive street character, and a distinctive identity for each sub-district.*

The proposed Project is consistent with this policy because it includes an attractive four-story building with 18 residential units in proximity to the future Milpitas BART Station and existing Great Mall / Main Street light rail account. The Project also includes significant streetscape improvements enabling and encouraging connections to the BART and Light Rail transportation hubs.

- *2.a 1-32 Require development in the Transit area to conform to the adopted design guidelines/requirements contained in the Transit Area Plan.*

The proposed Project is consistent with this policy because it has been designed per the adopted design guidelines/requirements contained in the Transit Area Specific Plan, such as creating a building façade that includes street-facing entries, windows, and other articulation and proposing an at-grade garage to be organized in well-landscaped auto and parking courts. Although the Project is seeking a deviation from setback requirements in the TASP, the proposed deviation is only with regard to setbacks and overall the Project still meets all other guidelines and requirements of the Transit Area Plan.

2. None of the findings set forth in Government Code Section 66474 apply to the proposed Project:

- *The proposed map is consistent with applicable general and specific plans as specified in Government Code Section 65451.*

The proposed map is consistent with the Milpitas General Plan and the Transit Area Specific Plan as described in finding 1 above.

- *The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

The design and improvement of the proposed subdivision is consistent with Milpitas General Plan and the Transit Area Specific Plan as described in finding 1 above.

- *The site is physically suitable for the type of development.*

The site is physically suitable for the proposed residential development because it is located within walking distance of both the new BART Station and the VTA Light Rail Station, and is located in an area that supports similar and compatible development types that is presently served by necessary infrastructure and services. Deviations from setback requirements and the allowance of tandem parking have been proposed to maximize the existing land without negatively affecting neighboring properties or compromising the architectural quality of the project. Such deviations are allowed with the issuance of a CUP as further addressed below.

- *The site is physically suitable for the proposed density of development.*

The site is physically suitable for the proposed density of development because of its proximity to transit and recreation facilities and the availability of infrastructure and services. The proposed density was calculated utilizing the format as per Transit Area Specific Plan Policy 3.7, in that the City maintain its current policy of calculating residential density by dwelling units per gross acre.

- *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The proposed subdivision and improvements have been evaluated for environmental impacts as discussed in the California Environmental Quality Act (CEQA) Analysis prepared by Lamphier–Gregory for the Zhang Condominium Project. The site encompasses existing developed area and has determined that there are no identified sensitive habitats, and records of special status species occurring in the area are historic, with species except the burrowing owl believed to be removed completely prior to analysis of this development. Mitigation is built into the plan that includes pre-construction surveys conducted by qualified biologists prior to obtaining building permits. With the required mitigation, the analysis found that the project would result in no environmental impacts that had not already been identified as part of the Final Environmental Impact Report prepared for the City's Transit Area Specific Plan (TASP). As detailed in the environmental assessment, as well as in the Transit Area Specific Plan EIR, all environmental impacts are addressed through design guidelines of which the Project will comply. As such, no environmental damage or injury to fish or wildlife habitat is anticipated. In particular, the site encompasses existing developed area and has determined that there are no identified sensitive habitats, and records of special status species occurring in the area are historic, with species except the burrowing owl believed to be removed completely prior to analysis of this development. Mitigation is built into the plan that includes pre-construction surveys conducted by qualified biologists prior to obtaining building permits. With the required mitigation, the analysis found that the project would result in no environmental impacts that had not already been identified as part of the Final Environmental Impact Report prepared for the City's Transit Area Specific Plan (TASP).

- *The design of the subdivision or type of improvements is not likely to cause serious public health problems.*

As described in the CEQA analysis described above, the design of the subdivision or type of improvements is not likely to cause serious public health problems, and no public health problems are anticipated to arise. The project has already been designated for residential development per the Transit Area Specific Plan. By ensuring that existing and future property owners work with the City of Milpitas Fire Department, the Santa Clara County Department of Environmental Health (SCCDEH), the California Department of Toxic Substance Control (DTSC) and/or the State Water Resource Control Board (SWRCB) to resolve issues related to contamination, as stated in Policy 5.20 of the Transit Area Specific Plan Environmental Impact Report, it can be determined with certainty that the project will not likely cause serious public health problems.

- *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

The project is located completely on private property. There are no access easements located on the property that would affect the public at large. The proposed subdivision is for air space for condominium purposes and not for divisions of land parcels.

SECTION 4. Site Development Permit Findings (Section XI-10-57.03)

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD14-0021.

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 is consistent with this finding because the design of the building, including the mass, scale and height of the structures, is typical of transit-oriented development and includes additional landscaping along the streets. The building complements other approved and pending projects in the area, which all contribute to a vibrant urban transit district consistent with the vision of the Transit Area Specific Plan. Overall, the layout of the site and design of the building and project work harmoniously with other new or proposed developments in the Transit Area.

2. *The Project is consistent with the Milpitas Zoning Ordinance.*

The Project site is zoned R-4 (Multiple Family - High Density). The proposed residential uses are permitted in the zoning district. The Project conforms to the zoning district and meets the intent for this type of project envisioned in this area.

The Project conforms to the development standards required in the R-4 District, with modest exceptions requested to the setback and parking requirements, as permitted by TASP through approval of a CUP. With the issuance of a CUP, the Project will be fully compliant with the Zoning Ordinance. The basis for the CUP is further addressed below:

Per TASP Section 5-2: *Zoning Regulations*, "Exceptions to the standards may be approved ... upon review of a use permit, in accordance with the requirements of Chapter 57 of the Zoning Code". The applicant is requesting a CUP to allow for a setback reduction in the side and rear yard setbacks as well as for the use of tandem parking spaces. These requests are outlined in further detail, below.

Setback Reduction

The building is designed to generally meet the building setback requirements with allowed encroachments (stairwells, balconies, etc.) located within the required yard area, but first floor carport improvements would be located within 7.5 feet of the side property line and within 5 feet of the rear property line where 10 foot setbacks are required. Per Milpitas Municipal Code Table XI-10.57.04-1, the Planning Commission finds that the exceptions are appropriate because

- i. The project site is relatively small and the exceptions is necessary to allow high-density residential development consistent with the design intent of the Specific Plan without detracting from the overall architectural, landscaping and site planning integrity of the proposed development;
- ii. The proposed improvements are ground floor improvements that will not interfere with the use and enjoyment of neighboring properties including reasonable enjoyment of light and air; and
- iii. The exceptions is necessary to allow residential development in close proximity to transit in an area of the City intended for that purpose, a public benefit that is not obtainable on a comparatively small lot through the strict application of the setback requirements.

Tandem Spaces

Per TASP Table 5-1: *Development Standards*, the use of tandem and compact parking may also be allowed through the approval of a CUP. The project proposes to provide 31 spaces for 18 units, 16 of which are tandem parking spaces that serve 8 (44%) of the proposed units. The TASP is specifically designed to reduce the need for automobile trips. This condition renders tandem parking to be a viable option for residents of one unit to store their vehicles without detracting from the health, safety or welfare of the neighborhood.

3. The Project is consistent with the Milpitas General Plan.

The Project is consistent with the Milpitas General Plan in that the Project, as proposed and conditioned, conforms to the density and land use envisioned by the Plan as more fully discussed below, and throughout this Resolution, including in Sections 3 and 4. In particular, the project implements the following General Plan Policies:

- i. 2.a-I-3 Encourage economic pursuits which will strengthen and promote development through stability and balance.*

The project creates new residential housing opportunities which supports existing and future retail and commercial development.

- ii. 2.a-I-7 Provide opportunities to expand employment, participate in partnerships with local business to facilitate communication, and promote business retention.*

The proposed residential use represents a small increase in employee stock to the surrounding businesses and employees.

4. The Project is consistent with the Transit Area Specific Plan.

The Project is consistent with the Transit Area Specific Plan in that the Project, as proposed and conditioned, conforms to the street layout, street section, density and land use envisioned by the Plan which was approved in Resolution 7760, adopted by the City Council in June 2008, insomuch as providing residents the option of many different types of housing, with variations in unit size, degree of privacy, distance from the ground, materials, design, amount of parking, image and cost.

SECTION 5. Conditional Use Permit Findings. (Section XI-10-57.04(F))

The City Council makes the following findings based on the evidence in the public record in support of Conditional Use Permit No. UP14-0022:

- 1. The proposed use, at the proposed location, will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety and general welfare.*

The Project is consistent with this finding because the proposed project, including the modification to setbacks, and allowance of tandem parking will not be detrimental or injurious to property or improvements in the vicinity, nor to the health, safety or welfare the general public. Rather, building setback and parking designs allow the project type to be of an appropriate density within the TASP sub-district while promoting the TASP vision of encouraging residents and visitors to walk, bike and take transit (TASP Vision Statement, Page 1-4). The proposed condominium project will create housing opportunities and increase the diversity of housing types in the area. Although the building may be setback less than the minimum standards, because of the dense nature of the proposed Transit Area, along with the close proximity to transit, no detrimental impacts will result. Further, the tandem parking will allow for the maximum amount of parking in an area where more people may take transit, walk or bike and thus may ultimately not have a car. Thus, the tandem parking is also not anticipated to cause any detrimental impacts.

2. *The Project is consistent with the Milpitas Zoning Ordinance.*

The Project site is zoned R-4 (Multiple Family - High Density). The proposed residential uses are permitted in the zoning district. The Project conforms to the zoning district and meets the intent for this type of project envisioned in this area.

The Project conforms to the development standards required in the R-4 District, with modest exceptions requested to the setback and parking requirements, as permitted by TASP through approval of a CUP. With the issuance of a CUP, the Project will be fully compliant with the Zoning Ordinance.

3. *The Project is consistent with the Milpitas General Plan.*

The condominium use, application of tandem parking and a reduction in setback allows this Project to meet General Plan Land Use criteria because it allows the Project to attain a higher density as envisioned by the General Plan Land Use Element. See Section 3(1) and Section 4(3) above for further findings detailing how the Project is consistent with the Milpitas General Plan.

4. *The Project is consistent with the Transit Area Specific Plan.*

The Project is consistent with this finding because the land use, density and street designs are within the parameters set forth in the Transit Area Specific Plan (TASP). The project is consistent with such policies within TASP such as Policy 3.3 (Affordable housing should be integrated into all residential projects), Policy 3.4 (Provide a variety of housing types for different types of households, different income levels, different age groups, and different lifestyles) and Policy 3.35 (Any development projects, parks, or pedestrian trails built adjacent to a rail line shall build continuous fencing or solid walls to ensure that there will be no pedestrian access to the line. Fencing shall be designed to be vandal-resistant in order to deter trespassing). The applicant has proposed to provide funding to the City's affordable housing function (Policy 3.3), construct a project that includes a variety of housing types, such as one, two, and three bedroom units (Policy 3.4), and construct a masonry sound wall adjacent to the Southern Pacific Railroad line (Policy 3.35). The Project also includes the use of tandem and compact parking and a reduction in rear and side setbacks, which is allowed per the zoning code via a Conditional Use Permit. The proposed exceptions to the standards due not interfere with the finding that the project is consistent with the TASP, in that the Project (even with exceptions) will not impact the land use, density and street design as well as it will remain consistent with the policies noted above.

The TASP also requires that the following two findings be made as a part of the CUP approval process:

5. *The deviation from the Transit Area Specific Plan Standard meets the design intent identified within the Specific Plan and does not detract from the overall architectural, landscaping and site planning integrity of the proposed development.*

The reduction in side and rear yard setbacks, the use of compact and tandem spaces has no negative impact on overall architecture, landscaping or site planning integrity. In particular, the overall design of the Project still fits within the design of the Transit Area and blends in well with other developments in the region. Further, implementing reduced yard setbacks and compact tandem spaces actually has the beneficial impact of creating more open space with landscaping that would otherwise be deleted in order to create additional guest parking spaces or more setback area. Finally, the creation of tandem parking, which has occurred on many other projects in the Transit Area, also adheres to the TASP vision of encouraging residents and visitors to walk, bike and take transit (TASP Vision Statement, Page 1-4).

6. *The deviation from the Transit Area Specific Plan Standard allows for a public benefit not otherwise obtainable through the strict application of the Zoning Standard.*

The deviation from the TASP requirements in the form of tandem parking and reduced setbacks, allows for a larger project than could originally fit in the proposed location. As the Project will be slightly larger than anticipated, although this Project is not subject to the City's Affordable Housing requirements, the increased revenue from the Project will allow for an \$80,000 donation to the City's affordable housing fund. Without the grant of these minor deviations, the Project may not be feasible and the public benefit to the City's affordable housing fund will not be fully realized. Thus, granting the minor deviations through the issuance of a CUP will ensure the public benefit is obtained.

SECTION 6. City Council Approval.

Based on the foregoing, the City Council hereby approves Site Development Permit No. SD14-0021, Conditional Use Permit No. UP14-0022, Tentative Tract Map No. MT14-0005, and Environmental Assessment No. EA16-0007 to allow the demolition of all existing vacant structures, slabs, and vegetation and for the development of 18 residential condominiums in one, four-story structure, totaling 33,310 square feet with at grade parking, private and shared open and recreational spaces and associated landscaping and site improvements at 1316 South Main Street, subject to the above findings, and the Conditions of Approval attached hereto as **Exhibit 1.**

SECTION 7. 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).

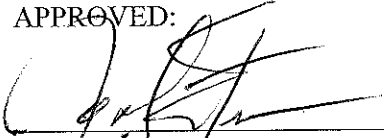
PASSED AND ADOPTED this 6th day of December 2016, by the following vote:

AYES: (3) Mayor Esteves and Councilmembers Giordano and Grilli
NOES: (2) Vice Mayor Montano and Councilmember Barbadillo
ABSENT: (0) None
ABSTAIN: (0) None

ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Christopher J. Diaz, City Attorney

EXHIBIT 1
CONDITIONS OF APPROVAL
SITE DEVELOPMENT PERMIT NO. SD14-0021, CONDITIONAL USE PERMIT NO. UP14-0022, TENTATIVE
TRACT MAP NO. MT14-0005, AND ENVIRONMENTAL ASSESSMENT
NO. EA16-0007
1316 SOUTH MAIN STREET, (APN 086-23-006)

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 Development Permit No. SD14-0021, Conditional Use Permit No. UP 14-0022, Tentative Subdivision Map No. MT 14-0005, and Environmental Assessment No. EA16-0007 (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 and this Resolution has been recorded by the Permittee with the Santa Clara County's Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. Approved Plans. The Permittee shall develop the approved project in conformance with the approved plans (dated April of 2016), sample color and materials board approved by the Planning Commission, in accordance with these Conditions of Approval. **(P)**
3. 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)**
4. 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)**
5. 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)**
6. 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, or for projects submitted with tentative maps, within the time limits of the tentative map. Pursuant to Section XI-10-64.06(B) of the Zoning Ordinance of the City of Milpitas, commencement is defined when the project: **(P)**
 - 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.
7. 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)**
8. Project Job Account. If the Permittee's project job account is at any time delinquent or below the required deposit amount, the City will not continue to review or process the application until the Permittee's project job account is

paid in full and the required deposit has been paid. At the time of application for building permit there is a project job account balance due to the City for recovery of review fees, the review of permits will not be initiated until the balance is paid in full. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. (E).

9. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by any court of competent jurisdiction, such term, provision or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding and fully enforceable. (P)
10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. (ALL)
11. Certificate of Insurance. Permittee shall provide certificate of insurance and name the City of Milpitas as an additional insured in its insurance policies. (P)
12. 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. (P)
13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code. (P)
14. Conditions. Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution. (P)
15. 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 SITE DEVELOPMENT PERMIT No. SD13-0020, CONDITIONAL USE PERMIT No. UP13-0021, TENTATIVE TRACT MAP No. MT13-0008 AND ENVIRONMENTAL ASSESSMENT No. EA16-0007, including any CEQA finding or approval. 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. The above indemnification is intended to be as broad as permitted by applicable law. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to TENTATIVE TRACT MAP No. MT14-0005, and the balance of the Permit shall be unaffected by said Government Code section. (CA)
16. Landscape. Prior to issuance of a Building Permit, the landscape plans shall be revised to incorporate jacaranda trees at the entry to the project site. The final number and location of jacaranda trees shall be established in consultation with City staff. All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive, and effective appearance. (PC)

17. Parking. Prior to issuance of a building permit, the Permittee shall modify the parking plan to incorporate electric vehicle charging station(s) in the parking garage. The final number and location of charging stations shall be established in consultation with City staff. Required parking, including bicycle parking and electric vehicle charging stations shall be installed prior to occupancy of residences. **(PC)**
18. Safety Glass. Prior to issuance of a building permit, the Permittee shall modify the architectural plans by adding a two foot barrier of glass along the perimeter of the top portion of the parapet at the roof level. **(PC)**
19. Parking Warning. Prior to occupancy permit, the Permittee shall demonstrate the installation of proximity warning alert devices within the tandem parking areas to alert vehicles that are nearing the front parking space. **(PC)**
20. Parking Signs. Prior to occupancy permit, the Permittee shall demonstrate the installation of parking signs within the proposed on-grade common parking garage alerting residents that street parking shall remain available to visitors in to the area. **(PC)**
21. Compliance with Fire Department and California Fire Code. The Project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code ('CFC') as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
22. Fire Department access. Fire Department apparatus and staff access shall be provided to all buildings and site. CFC Section 503. **(F)**
23. A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m2) shall be provided with at least two means of fire apparatus access for each structure. 2012 International Fire Code, Section D104.1, adopted and amended by MMC Section V-300-2.154. **(F)**
24. Prior to the issuance of a building permit, Permittee shall make a payment of no less than \$80,000 to be applied to the City's Affordable Housing funds. **(P)**
25. Prior to the issuance of a building permit, Permittee shall make a payment of no less than \$20,000 to be applied to the City's Public Art funds. **(P)**
26. Applicable codes shall be 2016 CBC, CMC, CEC, CPC, Green Building Standards Code, California Energy Code and 2017 Milpitas Municipal Code. **(B)**
27. An Engineer or Architect licensed in the State of California shall prepare the plans. Structural design calculations and plans shall be wet signed and stamped when applying for a building permit. **(E)**
28. Permittee shall apply for new building addresses prior to submitting for building permit. **(E)**
29. All proposed future building/construction and site upgrades shall be reviewed and approved by the Planning Department to ensure building elements, siting and site improvements complement approved style of architecture. **(E)**

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)**

30. Modifications: The Site Development Plan dated March 25, 2016 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein. (E)
31. 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. (E)
32. Stormwater Control Plan: Permittee shall submit third party certified 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. (E)
33. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along South Main Street that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines. (E)
34. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal. (E)
35. 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 at 10% of the public improvement cost estimates as prepared by the Permittee's engineer. (E)

PRIOR TO FINAL MAP APPROVAL/RECORDATION

36. The following conditions shall be addressed during the final map plan check process and shall be met **prior to** any final approval/recordation (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. (E)
37. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easement and other public easements deemed necessary for the project. (E)
38. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project. (E)
39. Easements on the Final Map: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on the final map. (E)
40. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department. (E)
41. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, AT&T Broadband) for abandonment of existing and dedication of new public service utilities easements. (E)
42. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines. (E)

43. Subdivision Improvement Agreement and Securities: Permittee shall execute a Subdivision Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance). (E)
44. Annexation to the Community Facilities District: Permittee shall submit an executed consent and waiver form allowing the City to conduct a special election and special election ballot in favor of annexing 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 City Council's adoption of a Resolution Certifying the Results of the Election and annexing the property into the CFD shall be finalized concurrently with any final map approval. 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 invalids the Permit. (E)
45. Property Management Association/Homeowners Association. Prior to final map approval, the Permittee shall establish the necessary Property Management Association (PMA) and/or Homeowners Association (HOA). The PMA/HOA shall be responsible for the maintenance of any and all landscaping, walls, buildings, private street lights, common area and the local and private streets within the project. The PMA/HOA shall manage the onsite water and sewer system and implement the Solid Waste handling plan. This information shall be clearly included in the CC&Rs and recorded documents. The CC&Rs document shall be submitted for review and approval by the City Engineer. (E)

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)

46. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with current Milpitas design guidelines, (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>), standard drawings and specifications, (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/plans-maps-specifications/>) and Americans with Disabilities Act (ADA) requirements where applicable. (E)
47. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design and allocation of discharge for each of the lateral. (E)
48. 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. (E)
49. 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. The project site shall be served by the SCVWD Zone 1. (E)
50. 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. (E)
- a) Installation of separate water meter for each of the following services: domestic, irrigation, and fire
 - b) Relocate existing street light at the location as approved by the City.
 - c) Installation of Type II slurry seal along the South Main Street frontage to the median islands.
 - d) Remove and replace existing curb, gutter and sidewalk on South Main Street along the frontage of the project site.

- e) Install full-width 10' wide (including the street curb) sidewalk with 4'x4' tree wells per Transit Area Specific Plan.
 - f) Remove existing 12" storm drain line on the project property as well as the one on adjacent property to the north, and install new 12" storm drain line in the street right-of-way with hydraulic calculations to be approved by the City. Coordination with the adjacent property owner to the north will be required for a portion of the storm drain line to be removed and replaced. Installation of a manhole is required.
 - g) Install a sanitary sewer manhole right behind the street right-of-way.
 - h) Install a new fire hydrant as required by the Department of Public Safety.
51. 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. (E)
52. Maintenance Agreement: Permittee shall record a Maintenance Agreement for perpetual maintenance of certain public improvements mutually agreed between the City and the Permittee. (E)
53. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service. (E)
54. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, Permittee shall 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. (E)

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)

55. Final Map Recordation: Permittee shall record the final map. (E)
56. 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). (E)
57. 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. (E)
58. 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. (E)
59. 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. (E)
60. 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. (E)

61. 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: **(E)**
- a) What materials will be salvaged.
 - b) How materials will be processed during demolition.
 - c) Intended locations or businesses for reuse or recycling.
 - d) 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.
62. 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. **(E)**
63. 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. **(E)**
64. Development Fees. Permittee shall pay the following development fees. The information listed in items "a" through "f" 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. **(E)**
- a) Transit Area Specific Plan fee at \$32,781/unit for residential.
 - b) Storm water connection fee at \$16,771/acre for residential.
 - c) Water connection fee at \$1,164/unit for residential, based upon increased water usage.
 - d) Sewer connection fee at \$1,406/unit for residential, based upon increased average wastewater flow.
 - e) 2.5% of applicable fees in accordance with City Resolution No. 7590 as Permitting Automation Fee.
 - f) FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.

DURING CONSTRUCTION

The following conditions shall be complied with at all times during the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. **(E)**

65. 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. **(E)**

66. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements. (E)

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.

67. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to South Main Street frontage improvements, as shown on City approved plans. (E)
68. 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. (E)
69. 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. (E)
70. 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. (E)
71. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance. (E)
72. Record Drawings: Permittee shall submit record drawings in pdf format for City records. (E)
73. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit. (E)
74. All new electrical services shall be underground per 2014 Milpitas Municipal Code section II-6-2.02. (E)
75. Grounding system shall comply with 2014 MMC sec.II-6-2.04. (E)
76. Construction Storm Water Quality. Permittee shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board (State Board) and the San Francisco Bay Regional Water Quality Control Board (Regional Board). Prior to the issuance of any building, demolition, or grading permit, Permittee shall submit an Erosion and Sediment Control Plan (Erosion Control Plan) as a part of the improvement plan submittal. The erosion control plan shall show all construction best management practices (BMPs) and shall comply with the requirements of the NPDES, the Municipal Regional Permit Order R2-2009-0074 (MRP), and the City's storm water and urban runoff pollution control standards and guidelines (City's Clean Water Program). Permittee shall ensure that all contractors and subcontractors install and regularly maintain all construction BMPs as required by the approved erosion control plan, the Milpitas Municipal Code (MMC), and the City's Clean Water Program. (E)
77. Construction General Permit Compliance. Permittee shall comply with the requirements of the Construction General Permit as administered by the State and Regional Boards. Permittee shall obtain a Construction Activities Storm Water General Permit (State Permit) from the State Board. Prior to any construction activities and prior to the issuance of any building, demolition, or grading permit, Permittee shall submit:
- a complete Storm Water Pollution Prevention Plan (SWPPP) with the project Waste Discharge Identification Number (WDID) displayed on the cover,
 - a copy of the approved Notice of Intent (NOI) from the State Board, and
 - an erosion control plan and a site monitoring plan meeting the satisfaction of the City Engineer.

Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all storm water quality control measures as required by the approved SWPPP, the approved erosion control plan, the MMC, and the City's Clean Water Program.

Prior to final occupancy, Permittee shall submit an approved Notice of Termination (NOT). For phased occupancy, Permittee shall submit a Change of Information (COI) or an NOT approved by the State Board that removes each phase of occupancy from the boundaries of the State Permit prior to the issuance of occupancy for that phase. Contact the State and Regional Boards for questions regarding your specific project. For general information, contact the City of Milpitas Engineering Division at (408) 586-3325. (E)

78. The Permittee shall comply with Municipal Regional Permit (MRP) Order R2-2009-0074 and successor orders for post construction C3 provisions for new development and redevelopment regulated projects storm water treatment requirements, and National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009—0009 NPDES No. CAS000002 or as required by the Regional Board at the time Permittee submits the NOI for the project for pre-construction storm water treatment requirements. (E)
79. Prior to final map approval, Permittee shall submit a Storm Water Control plan that incorporates best management practices (BMPs) for treatments of storm water run-off from all parcels. The Storm Water Control plan shall incorporate source control, site design and storm water treatment requirements consistent with MRP requirements with BMPs such as the use of bio-treatment areas into the landscape design elements and the use of permeable pavement BMPs compliant with the current California Storm water Quality Association (CASQA) BMP handbooks. The site plan shall be consistent with the final Storm Water Control plan to the satisfaction of the City Engineer. (E)
- a. Permittee shall submit a final Storm Water Control Plan package for review and approval with the building permit submittal.
 - b. The Plan shall be prepared by a licensed Civil Engineer qualified and trained professional with storm water treatment process and certifies that measures specified in the report meet the MRP requirements.
 - c. Prior to issuance of Certificate of Occupancy, the Permittee shall submit a Storm Water Control Operation and Maintenance (O&M) Plan, acceptable to the City, describing operation and maintenance procedures needed to insure 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). The treatment BMPs shall be maintained for the life of the project. The storm water control operation and maintenance plan shall include the applicant's signed statement accepting responsibility for maintenance until the responsibility is legally transferred.
 - d. Permittee shall include in the approved covenants, conditions, and restrictions (CC&Rs) the requirement to provide the City with an annual inspection report of the Storm Water Control Plan post construction compliance with the National Pollutant Discharge Elimination System (NPDES) requirements.
 - e. Prior to final occupancy, the Permittee shall execute and record an Operations and Maintenance Agreement with the City for the operation, maintenance and annual inspection of the C.3 treatment facilities.
 - f. Permittee shall comply with all "Model Conditions of Approval for Storm water Quality" and are hereby incorporated as conditions of project approval. (E)
80. Water Supply and Force Majeure The City currently has adequate water supply and sewerage treatment plant capacity allocation for this Permit or Project. The City reserves the right, in its sole discretion, to suspend the issuance of building permits, or other later permit as solely determined by the City, for this Permit or Project, if

necessary to stay within (1) available water supplies, or (2) the safe or allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant. The City's suspension of any building permit issuance, or other later permit, will remain until water and sewage capacity are available as determined in the City's sole discretion. No vested right to the issuance of a Building Permit is acquired by the approval of this Permit or Project. (E)

81. Water, Sewer and Storm Drain Studies. Prior to recordation of each final map, the Permittee shall obtain approval from the City Engineer of the water, sewer, and storm drain studies for the final map subdivision. These studies shall identify the development's effect on the City's present Master Plans and the impact of this development on the trunk lines. If the results of the study indicate that this development contributes to the over-capacity of the trunk line, it is anticipated that the Permittee will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, as determined by the City Engineer. (E)
82. The project shall be served by SC Zone 1 water supply. Separate services are required for domestic, irrigation, and fire uses. The Applicant is alerted that on-site pumping to upper floors may be required. (E)
83. All design and construction of public and private improvements shall be in compliance with City guidelines. (E)
84. The Applicant shall authorize any necessary hydraulic modelling to confirm sufficient water pressure at the point of connection and sufficient capacity in the sanitary sewer collection system. (E)
85. Landscaping Ordinance 238: In accordance with the provisions of Chapter 5, Title VIII (Ordinance 238) of the MMC for new or rehabilitated landscaping areas equaling 500 square feet or greater, the applicant shall:
 - a. Provide separate water meters for domestic water service & irrigation service.
 - b. Landscape shall comply with Ordinance 238 requirements in effect at the time of building permit issuance.
 - c. Submit two sets of landscape and irrigation improvement plans to the Building Division with the building permit plan check package.

Prior to any building permit issuance, approval from the Land Development Section of the Engineering Division is required prior to any building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection. (E)

86. Adjacent building and retaining wall foundations shall be designed to insure that no building loads are transferred to the water pipe or other underground utilities and that maintenance and/or excavation work on the water pipe and other underground utilities will not undermine these adjacent structures. (E)
87. All existing public utilities shall be protected in place and 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. If any permanent structures are located on our Public Service Utility Easements, the City, in the event of servicing and disruption permanent structures, will only restore to standard asphalt pavement. (E)
88. The Permittee shall coordinate utility improvements with other surface improvements, such as landscaping and paved surfaces, to insure that conflicts do not exist. (E)
89. Storm water management shall be in compliance with Municipal Regional Permit (MRP) in effect at time of building permit submittal. Submit a Storm Water Control Plan to verify sufficient treatment capacity. Include Low Impact Development (LID) Section C3.c.i.(2)(b) measures of harvesting and reuse, infiltration, or evapo-transpiration. (E)
90. The Permittee is required to install a radio antenna on top of the building to transmit the Project's water meter readings to the City. The Permittee is also required to install any repeaters or transmitters as needed to insure that the antennae can receive the meter readings. Easement and access must be provided for maintenance. (E)

91. The Permittee is responsible for on-site handling of trash and recyclables, and transport and placement of these materials into the collection bins. All solid waste collection facilities shall comply with City guidelines. (E)

(P) = Planning
(B) = Building
(E) = Engineering
(F) = Fire Prevention
(CA) = City Attorney
(MM) = Mitigation Measure
(PC) = Planning Commission

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions. Pursuant to Condition of Approval No. 64, the total Transit Area Specific Plan Fee for this Project is \$590,058 (\$32,781 x 18 units).

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the Project property on the terms and conditions set forth in this Resolution.

Dated: _____

Signature of Permittee

SALVATORE CARUSO
DESIGN CORPORATION



September 20, 2018

Michael Fossati
City of Milpitas – Planning Division

Re: Resolution No. 8612
SD14-0021; UP14-0022; MT14-0005; EA16-0007

1316 South Main St. Milpitas, CA

We are requesting an extension of the project above which will expire on December 5th, 2018. We are submitting the building permit application and plans in October. Therefore, we are requesting a time extension to allow us to address the comments from building department and hire a contractor to start the construction of the new project.

Thank you

Sean Qin 
408-998-4087
scaruso@caruso-designs.com
sqin@caruso-designs.com

1. Project timeline

01/23/2018	Contract signed with owner
01/24/2018	Design development phase
04/16/2018	Consultants on board
04/17/2018	Construction document phase
10/05/2018	Construction document submitted to the City
10/06/2018	Construction document sent out for bid
01/09/2019	First round of comments received from City

2. “dedicate any land or easement as required from a zoning action”

We were working on a quitclaim easement to dedicate the easement per the approved civil drawings (zoning action).

However, since hiring the civil engineer, we discovered that we do not need to raise the building up by 3 ft above the existing grade which was a result of the flood plain level being reduced. We do not have any conflict between our project and the existing easement as it exists today.

The quitclaim and easement dedication are not needed since the existing easement is sufficient. No new easement is needed and therefore no new dedication of land or easement is required

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING TIME
EXTENSION NO. TE18-0003 FOR SITE DEVELOPMENT PERMIT NO. SD14-0021, SITE
DEVELOPMENT PERMIT AMENDMENT NO. SA18-0002, CONDITIONAL USE PERMIT NO. UP14-
0022, AND TENTATIVE TRACT MAP NO. MT14-0005, TO DEVELOP A FOUR-STORY, 18-UNIT
RESIDENTIAL CONDOMINIUM BUILDING, UP TO 52 FEET IN HEIGHT, WITH AT-GRADE
PARKING AND ASSOCIATED SITE IMPROVEMENTS ON A VACANT 0.4-ACRE PARCEL
LOCATED AT 1316 SOUTH MAIN STREET FOR 24 MONTHS
UNTIL DECEMBER 5, 2020**

WHEREAS, on June 3, 2008, the City Council of the City of Milpitas approved the Transit Area Specific Plan to guide development in the Transit Area of the City near the future Milpitas BART station; and

WHEREAS, on December 6, 2016, by adoption of Resolution No. 8612, the City Council of the City of Milpitas approved entitlements to allow the development of a four-story, 18-unit residential condominium building, up to 52 feet in height, with at-grade parking spaces and associated site improvements, on a vacant 0.4-acre site located at 1316 South Main Street (APN 086-23-006) (the “Project”) within the Transit Area Specific Plan (“TASP”) area; and

WHEREAS, on August 13, 2018, Milpitas City Staff approved minor architectural modifications of the Project, as permitted per Milpitas Municipal Code Section XI-10-57.03 (J) and XI-10-57.04 (I); and

WHEREAS, on September 20, 2018, Salvatore Caruso, on behalf of SJ Main St., LLC, (the “Applicant”) submitted a timely written request for a time extension (No. TE18-0003) of approved applications and all associated entitlements; and

WHEREAS, based on full review of City records and information submitted by the Applicant, Milpitas City staff determined that the time extension will facilitate a Project that is consistent with the scope of activities analyzed under the Transit Area Specific Plan Environmental Impact Report, SCH#2006032091, as certified by the City Council on June 3, 2008; and

WHEREAS, the act of time extension will not result in substantial changes to the Project and will not incur new environmental impacts beyond the scope of analysis in the Environmental Assessment (No. EA16-0007) approved for the Project by the City Council on December 6, 2016, in accordance with the California Environmental Quality Act (“CEQA”); and

WHEREAS, the act of time extension will not alter the previous determination that the Project is categorically exempt from further environmental review under CEQA in accordance with CEQA Guidelines Section 15332 (Infill Development) and Section 15183 (Project consistent with a Community Plan, General Plan and Zoning); and

WHEREAS, Milpitas City staff conducted further review of City records and information submitted by the Applicant and concluded that the Project and the time extension are consistent with the City’s General Plan, Transit Area Specific Plan, Zoning Ordinance, Engineering Design Requirements, and other applicable state and local regulations, as detailed in the Agenda Reports prepared for Planning Commission and City Council; and

WHEREAS, pursuant to Milpitas Municipal Code XI-10-64.07, an extension of time of approved applications may be granted upon an application to the Planning Department, provided such application is filed at least 30 days prior to expiration of the initial approval date; and

WHEREAS, pursuant to Milpitas Municipal Code XI-1-4.06, a tentative map may be extended upon application to the Planning Department, provided such application is filed at least 30 days prior to expiration of the initial approval date; and

WHEREAS, other than an extension of the expiration date of the approvals, the Project Applicant proposes no changes to the Project; and

WHEREAS, given that no substantial changes are proposed to the Project, the findings upon which the initial Project approvals were granted in Resolution No. 8612, remain true and are incorporated herein as if restated in full; and

WHEREAS, as part of the original approvals for the Project, the developer agreed to make a one-time payment of \$100,000 to the City of Milpitas to fulfill the community benefit requirement of approval of a Conditional Use Permit; and

WHEREAS, the one-time payment of \$100,000 by the Project Applicant to the City of Milpitas shall include \$80,000 to be deposited in the City's Affordable Housing Fund and \$20,000 to be deposited in the City's Public Art Fund; and

WHEREAS, on December 12, 2018, the City of Milpitas Planning Commission held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, on December 12, 2018, the Planning Commission adopted Resolution 18-024, recommending approval of the Time Extension to the City Council subject to the Conditions of Approval; and

WHEREAS, on April 2, 2019, the City of Milpitas City Council held a duly-noticed public hearing on the subject application, at which time all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, the City Council has considered all of the written and oral testimony presented at the public hearing in making its decision.

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

SECTION 1. Recitals

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

SECTION 2. CEQA Finding

The City Council finds that no further environmental review is required under CEQA as the act of time extension will result in no environmental impacts and no substantial changes proposed in the Project. The Project, as originally approved, is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15332 (Infill Development). The Project is further exempt from environmental review under CEQA in accordance with CEQA Guidelines Section 15183 (Project Consistent with a Community Plan, General Plan and Zoning). The Project is consistent with the General Plan, the Transit Area Specific Plan, and applicable zoning regulations. There are no significant environmental impacts peculiar to the Project or its site.

SECTION 3. Findings for Approval of Extension of Site Development Permit, Site Development Permit Amendment, Conditional Use Permit and Tentative Tract Map

In accordance with Milpitas Municipal Code Section XI-10-64.07 and Section XI-1-4.06, the City Council hereby reaffirms the original findings for the Site Development Permit, Site Development Permit Amendment, Conditional Use Permit, and Tentative Tract Map as specified in Sections 3, 4, and 5 of Council Resolution 8612. The original findings remain true and accurate as current time extension will result in no changes to the Project, and this Resolution hereby adopts and incorporates the original findings by reference as if set forth in full herein.

SECTION 4. City Council Approval

Based on the foregoing, the City Council hereby approves Time Extension No. TE18-0003 until December 5, 2020, for the extension of Site Development Permit No. SD14-0021, Site Development Permit Amendment No. SA18-0002, Conditional Use Permit No. UP14-0022, Tentative Tract Map No. MT14-0005 to develop a four-story, 18-unit residential condominium building, up to 52 feet in height, with at-grade parking and associated site improvements on a vacant 0.4-acre parcel at 1316 South Main Street, subject to the findings made for the original entitlements and the Conditions of Approval attached hereto as **Exhibit 1**.

SECTION 5. Notice

Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of any new fees, dedication, reservations, or other exactions to be imposed on the development project as specified in **Exhibit 1**, attached hereto 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). Nothing herein shall be construed to waive any right to oppose for lack of timeliness (or otherwise) a protest, or challenge to any new fee, dedication, reservation, exaction or other conditions of approval imposed upon the Project pursuant to City Council Resolution 8612 or otherwise.

PASSED AND ADOPTED this ____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

**EXHIBIT 1
CONDITIONS OF APPROVAL**

TIME EXTENSION NO. TE18-0003, SITE DEVELOPMENT PERMIT NO. SD14-0021, SITE DEVELOPMENT PERMIT AMENDMENT NO. SA18-0002, CONDITIONAL USE PERMIT NO. UP14-0022, AND TENTATIVE TRACT MAP NO. MT14-0005, LOCATED AT 1316 SOUTH MAIN STREET, (APN 086-23-006)

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 Time Extension No. TE18-0003, Site Development Permit No. SD14-0021, Site Development Permit Amendment No. SA18-0002, Conditional Use Permit No. UP 14-0022, and Tentative Subdivision Map No. MT 14-0005 (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 and this Resolution has been recorded by the Permittee with the Santa Clara County’s Recorder Office and a copy shall be provided to the Planning Department. **(P)**
2. Approved Plans. The Permittee shall develop the approved project in conformance with the approved plans (dated December 7, 2018), in accordance with these Conditions of Approval. **(P)**
3. 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)**
4. 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)**
5. 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)**
6. 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, or for projects submitted with tentative maps, within the time limits of the tentative map. Pursuant to Section XI-10-64.06(B) of the Zoning Ordinance of the City of Milpitas, commencement is defined when the project:
(P)
 - 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.
7. Project Job Account. If the Permittee’s project job account is at any time delinquent or below the required deposit amount, the City will not continue to review or process the application until the Permittee’s project job account is paid in full and the required deposit has been paid. At the time of

application for building permit there is a project job account balance due to the City for recovery of review fees, the review of permits will not be initiated until the balance is paid in full. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(E)**.

8. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by any court of competent jurisdiction, such term, provision or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding and fully enforceable. **(P)**
9. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. **(ALL)**
10. Certificate of Insurance. Permittee shall provide certificate of insurance and name the City of Milpitas as an additional insured in its insurance policies. **(P)**
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. **(P)**
12. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Municipal Code. **(P)**
13. Conditions. Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution. **(P)**
14. 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 TIME EXTENSION PERMIT No. TE18-0003, SITE DEVELOPMENT PERMIT No. SD14-0021, SITE DEVELOPMENT PERMIT AMENDMENT SA18-0002, CONDITIONAL USE PERMIT No. UP14-0022, and TENTATIVE TRACT MAP No. MT14-0005, including any CEQA finding or approval. 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. The above indemnification is intended to be as broad as permitted by applicable law. **(CA)**
15. Landscape. Prior to issuance of a Building Permit, the landscape plans shall be revised to incorporate jacaranda trees at the entry to the project site. The final number and location of jacaranda trees shall be

established in consultation with City staff. All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive, and effective appearance. **(PC)**

16. **Parking.** Prior to issuance of a building permit, the Permittee shall modify the parking plan to incorporate electric vehicle charging station(s) in the parking garage. The final number and location of charging stations shall be established in consultation with City staff. Required parking, including bicycle parking and electric vehicle charging stations shall be installed prior to occupancy of residences. **(PC)**
17. **Parking Warning.** Prior to occupancy permit, the Permittee shall demonstrate the installation of proximity warning alert devices within the tandem parking areas to alert vehicles that are nearing the front parking space. **(PC)**
18. **Parking Signs.** Prior to occupancy permit, the Permittee shall demonstrate the installation of parking signs within the proposed on-grade common parking garage alerting residents that street parking shall remain available to visitors in to the area. **(PC)**
19. **Severability.** If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable. **(P)**
20. **Previous Approvals.** Permittee shall abide by and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit. **(P)**
21. **Compliance with Fire Department and California Fire Code.** The project shall comply with the requirements of the Milpitas Fire Department and the California Fire Code as adopted by the City. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**
22. **Compliance with Building Department.** The project shall comply with the requirements of the Building Department and the International Building Code. **(B)**
23. A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m²) shall be provided with at least two means of fire apparatus access for each structure. 2012 International Fire Code, Section D104.1, adopted and amended by MMC Section V-300-2.154. **(F)**
24. Prior to the issuance of a building permit, Permittee shall make a payment of no less than \$80,000 to be applied to the City's Affordable Housing funds. **(P)**
25. Prior to the issuance of a building permit, Permittee shall make a payment of no less than \$20,000 to be applied to the City's Public Art funds. **(P)**
26. An Engineer or Architect licensed in the State of California shall prepare the plans. Structural design calculations and plans shall be wet signed and stamped when applying for a building permit. **(E)**
27. Permittee shall apply for new building addresses prior to submitting for building permit. **(E)**
28. All proposed future building/construction and site upgrades shall be reviewed and approved by the Planning Department to ensure building elements, siting and site improvements complement approved style of architecture. **(E)**

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)**

29. Modifications: The Site Development Plan dated December 7, 2018 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein. **(E)**
30. 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. **(E)**
31. Stormwater Control Plan: Permittee shall submit third party certified 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. **(E)**
32. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along South Main Street that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines. **(E)**
33. Submittal Requirements: Permittee to ensure that all plan check submittals are in accordance with City's submittal check list for each permit type, including but not limited to, payment of permit fees and/or fee deposit at the time of the submittal. **(E)**
34. 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 at 10% of the public improvement cost estimates as prepared by the Permittee's engineer. **(E)**

PRIOR TO FINAL MAP APPROVAL/RECORDATION

The following conditions shall be addressed during the final map plan check process and shall be met **prior to** any final approval/recordation (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. **(E)**

35. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easements, public service utility easements, street easements, public access easement and other public easements deemed necessary for the project. **(E)**
36. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project. **(E)**
37. Easements on the Final Map: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on the final map. **(E)**

38. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department. **(E)**
39. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, AT&T Broadband) for abandonment of existing and dedication of new public service utilities easements. **(E)**
40. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines. **(E)**
41. Subdivision Improvement Agreement and Securities: Permittee shall execute a Subdivision Improvement Agreement and provide improvement securities in accordance with MMC Title XI, Section 17, and submit all other supplemental documents as stipulated in the Improvement Agreement (such as certificate of insurance). **(E)**
42. Annexation to the Community Facilities District: Permittee shall submit an executed consent and waiver form allowing the City to conduct a special election and special election ballot in favor of annexing 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 City Council's adoption of a Resolution Certifying the Results of the Election and annexing the property into the CFD shall be finalized concurrently with any final map approval. 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 invalids the Permit. **(E)**
43. Property Management Association/Homeowners Association. Prior to final map approval, the Permittee shall establish the necessary Property Management Association (PMA) and/or Homeowners Association (HOA). The PMA/HOA shall be responsible for the maintenance of any and all landscaping, walls, buildings, private street lights, common area and the local and private streets within the project. The PMA/HOA shall manage the onsite water and sewer system and implement the Solid Waste handling plan. This information shall be clearly included in the CC&Rs and recorded documents. The CC&Rs document shall be submitted for review and approval by the City Engineer. **(E)**

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)**

44. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with current Milpitas design guidelines, (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/>), standard drawings and specifications, (<http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/plans-maps-specifications/>) and Americans with Disabilities Act (ADA) requirements where applicable. **(E)**
45. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design and allocation of discharge for each of the lateral. **(E)**
46. 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. **(E)**

47. 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. The project site shall be served by the SCVWD Zone 1. **(E)**
48. 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. **(E)**
- a) Installation of separate water meter for each of the following services: domestic, irrigation, and fire
 - b) Relocate existing street light at the location as approved by the City.
 - c) Installation of Type II slurry seal along the South Main Street frontage to the median islands.
 - d) Remove and replace existing curb, gutter and sidewalk on South Main Street along the frontage of the project site.
 - e) Install full-width 10' wide (including the street curb) sidewalk with 4'x4' tree wells per Transit Area Specific Plan.
 - f) Remove existing 12" storm drain line on the project property as well as the one on adjacent property to the north, and install new 12" storm drain line in the street right-of-way with hydraulic calculations to be approved by the City. Coordination with the adjacent property owner to the north will be required for a portion of the storm drain line to be removed and replaced. Installation of a manhole is required.
 - g) Install a sanitary sewer manhole right behind the street right-of-way.
 - h) Install a new fire hydrant as required by the Department of Public Safety.
49. 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. **(E)**
50. Maintenance Agreement: Permittee shall record a Maintenance Agreement for perpetual maintenance of certain public improvements mutually agreed between the City and the Permittee. **(E)**
51. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service. **(E)**
52. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, Permittee shall 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. **(E)**

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)**

53. Final Map Recordation: Permittee shall record the final map. **(E)**
54. 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). **(E)**

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. **(E)**
56. 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. **(E)**
57. Dewatering. If dewatering is needed during construction, Permittee shall obtain a Short-Term Industrial Wastewater Permit from the San Jose/Santa Clara Water Pollution Control Plant for discharging the groundwater to a sanitary sewer system. **(E)**
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. **(E)**
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: **(E)**
- a) The materials to be salvaged.
 - b) How materials will be processed during demolition.
 - c) Intended locations or businesses for reuse or recycling.
 - d) 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. **(E)**
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. **(E)**

62. Development Fees. Permittee shall pay the following development fees. The information listed in items “a” through “f” 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. **(E)**
- a) Transit Area Specific Plan fee at \$32,781/unit for residential.
 - b) Storm water connection fee at \$16,771/acre for residential.
 - c) Water connection fee at \$1,164/unit for residential, based upon increased water usage.
 - d) Sewer connection fee at \$1,406/unit for residential, based upon increased average wastewater flow.
 - e) 2.5% of applicable fees in accordance with City Resolution No. 7590 as Permitting Automation Fee.
 - f) FEMA Flood Zone Designation Letter fee in the amount of \$100.00 each.
 - g) Affordable Housing Fee of \$80,000, to be deposited into the Affordable Housing Fund.
 - h) Public Art Fee of \$20,000, to be deposited into the Public Art Fund.

DURING CONSTRUCTION

The following conditions shall be complied with at all times during the construction phase of the project, unless otherwise approved by the Director of Engineering/City Engineer. **(E)**

63. 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. **(E)**
64. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-ways or public easements. **(E)**

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.

65. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to South Main Street frontage improvements, as shown on City approved plans. **(E)**
66. 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. **(E)**
67. 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. **(E)**
68. 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. **(E)**
69. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance. **(E)**
70. Record Drawings: Permittee shall submit record drawings in pdf format for City records. **(E)**
71. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit. **(E)**

72. All new electrical services shall be underground per 2014 Milpitas Municipal Code section II-6-2.02. **(E)**
73. Grounding system shall comply with 2014 MMC sec.II-6-2.04. **(E)**
74. Construction Storm Water Quality. Permittee shall comply with the requirements of the National Pollution Elimination Discharge System (NPDES) permit as administered by the California State Water Resources Control Board (State Board) and the San Francisco Bay Regional Water Quality Control Board (Regional Board). Prior to the issuance of any building, demolition, or grading permit, Permittee shall submit an Erosion and Sediment Control Plan (Erosion Control Plan) as a part of the improvement plan submittal. The erosion control plan shall show all construction best management practices (BMPs) and shall comply with the requirements of the NPDES, the Municipal Regional Permit Order R2-2009-0074 (MRP), and the City's storm water and urban runoff pollution control standards and guidelines (City's Clean Water Program). Permittee shall ensure that all contractors and subcontractors install and regularly maintain all construction BMPs as required by the approved erosion control plan, the Milpitas Municipal Code (MMC), and the City's Clean Water Program. **(E)**
75. Construction General Permit Compliance. Permittee shall comply with the requirements of the Construction General Permit as administered by the State and Regional Boards. Permittee shall obtain a Construction Activities Storm Water General Permit (State Permit) from the State Board. Prior to any construction activities and prior to the issuance of any building, demolition, or grading permit, Permittee shall submit:
- a complete Storm Water Pollution Prevention Plan (SWPPP) with the project Waste Discharge Identification Number (WDID) displayed on the cover,
 - a copy of the approved Notice of Intent (NOI) from the State Board, and
 - an erosion control plan and a site monitoring plan meeting the satisfaction of the City Engineer.

Permittee shall ensure that all contractors and sub-contractors install and regularly maintain all storm water quality control measures as required by the approved SWPPP, the approved erosion control plan, the MMC, and the City's Clean Water Program.

Prior to final occupancy, Permittee shall submit an approved Notice of Termination (NOT). For phased occupancy, Permittee shall submit a Change of Information (COI) or an NOT approved by the State Board that removes each phase of occupancy from the boundaries of the State Permit prior to the issuance of occupancy for that phase. Contact the State and Regional Boards for questions regarding your specific project. For general information, contact the City of Milpitas Engineering Division at (408) 586-3325. **(E)**

76. The Permittee shall comply with Municipal Regional Permit (MRP) Order R2-2009-0074 and successor orders for post construction C3 provisions for new development and redevelopment regulated projects storm water treatment requirements, and National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009—0009 NPDES No. CAS000002 or as required by the Regional Board at the time Permittee submits the NOI for the project for pre-construction storm water treatment requirements. **(E)**
77. Prior to final map approval, Permittee shall submit a Storm Water Control plan that incorporates best management practices (BMPs) for treatments of storm water run-off from all parcels. The Storm Water Control plan shall incorporate source control, site design and storm water treatment requirements consistent with MRP requirements with BMPs such as the use of bio-treatment areas into the landscape design elements and the use of permeable pavement BMPs compliant with the current California Storm

water Quality Association (CASQA) BMP handbooks. The site plan shall be consistent with the final Storm Water Control plan to the satisfaction of the City Engineer. **(E)**

- a. Permittee shall submit a final Storm Water Control Plan package for review and approval with the building permit submittal.
- b. The Plan shall be prepared by a licensed Civil Engineer qualified and trained professional with storm water treatment process and certifies that measures specified in the report meet the MRP requirements.
- c. Prior to issuance of Certificate of Occupancy, the Permittee shall submit a Storm Water Control Operation and Maintenance (O&M) Plan, acceptable to the City, describing operation and maintenance procedures needed to insure 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). The treatment BMPs shall be maintained for the life of the project. The storm water control operation and maintenance plan shall include the applicant's signed statement accepting responsibility for maintenance until the responsibility is legally transferred.
- d. Permittee shall include in the approved covenants, conditions, and restrictions (CC&Rs) the requirement to provide the City with an annual inspection report of the Storm Water Control Plan post construction compliance with the National Pollutant Discharge Elimination System (NPDES) requirements.
- e. Prior to final occupancy, the Permittee shall execute and record an Operations and Maintenance Agreement with the City for the operation, maintenance and annual inspection of the C.3 treatment facilities.
- f. Permittee shall comply with all "Model Conditions of Approval for Storm water Quality" and are hereby incorporated as conditions of project approval. **(E)**

78. Water Supply and Force Majeure The City currently has adequate water supply and sewerage treatment plant capacity allocation for this land development project. The City reserves the right to suspend the issuance of building permits to implement this land use development, if necessary to stay within (1) available water supplies, or (2) the safe or allocated capacity at the San Jose/Santa Clara Water Pollution Control Plant, and will remain suspended until water and sewage capacity are available. No vested right to the issuance of a Building Permit is acquired by the approval of this land development in the event the City's ability to deliver water and sewer treatment is affected by force majeure pursuant to the criteria set forth above. This condition of approval applies in case of an emergency declaration of water supply assurance in the case of a major catastrophic event that restricts City's assurance to provide water supply, or allocated treatment plant capacity. **(E)**

79. Water, Sewer and Storm Drain Studies. Prior to recordation of each final map, the Permittee shall obtain approval from the City Engineer of the water, sewer, and storm drain studies for the final map subdivision. These studies shall identify the development's effect on the City's present Master Plans and the impact of this development on the trunk lines. If the results of the study indicate that this development contributes to the over-capacity of the trunk line, it is anticipated that the Permittee will be required to mitigate the overflow or shortage by construction of a parallel line or pay a mitigation charge, as determined by the City Engineer. **(E)**

80. The project shall be served by SC Zone 1 water supply. Separate services are required for domestic, irrigation, and fire uses. The Applicant is alerted that on-site pumping to upper floors may be required. **(E)**

81. All design and construction of public and private improvements shall be in compliance with City guidelines. **(E)**
82. The Applicant shall authorize any necessary hydraulic modelling to confirm sufficient water pressure at the point of connection and sufficient capacity in the sanitary sewer collection system. **(E)**
83. Landscaping Ordinance 238: In accordance with the provisions of Chapter 5, Title VIII (Ordinance 238) of the MMC for new or rehabilitated landscaping areas equaling 500 square feet or greater, the applicant shall:
 - a. Provide separate water meters for domestic water service & irrigation service.
 - b. Landscape shall comply with Ordinance 238 requirements in effect at the time of building permit issuance.
 - c. Submit two sets of landscape and irrigation improvement plans to the Building Division with the building permit plan check package.

Prior to any building permit issuance, approval from the Land Development Section of the Engineering Division is required prior to any building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection. **(E)**
84. Adjacent building and retaining wall foundations shall be designed to insure that no building loads are transferred to the water pipe or other underground utilities and that maintenance and/or excavation work on the water pipe and other underground utilities will not undermine these adjacent structures. **(E)**
85. All existing public utilities shall be protected in place and 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. If any permanent structures are located on our Public Service Utility Easements, the City, in the event of servicing and disruption permanent structures, will only restore to standard asphalt pavement. **(E)**
86. The Permittee shall coordinate utility improvements with other surface improvements, such as landscaping and paved surfaces, to insure that conflicts do not exist. **(E)**
87. Storm water management shall be in compliance with Municipal Regional Permit (MRP) in effect at time of building permit submittal. Submit a Storm Water Control Plan to verify sufficient treatment capacity. Include Low Impact Development (LID) Section C3.c.i.(2)(b) measures of harvesting and reuse, infiltration, or evapo-transpiration. **(E)**
88. The Permittee is required to install a radio antenna on top of the building to transmit the Project's water meter readings to the City. The Permittee is also required to install any repeaters or transmitters as needed to insure that the antennae can receive the meter readings. Easement and access must be provided for maintenance. **(E)**
89. The Permittee is responsible for on-site handling of trash and recyclables, and transport and placement of these materials into the collection bins. All solid waste collection facilities shall comply with City guidelines. **(E)**

(P) = Planning
 (B) = Building
 (E) = Engineering
 (F) = Fire Prevention
 (CA) = City Attorney

(MM) = Mitigation Measure
(PC) = Planning Commission

NOTICE OF RIGHT TO PROTEST

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 any new fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to each and every condition of approval and acknowledges the NOTICE OF RIGHT TO PROTEST and hereby agrees to use the Project property on the terms and conditions set forth in this Resolution.

Dated: _____

Signature of Permittee



MILPITAS PLANNING COMMISSION STAFF REPORT

November 9, 2016

APPLICATION: 1316 South Main Street – Site Development Permit (P-SD14-0021), Conditional Use Permit (P-UP14-0022), Tentative Tract Map (P-MT14-0005) and Environmental Assessment (P-EA16-0007). A request for a Site Development Permit, Conditional Use Permit, Tentative Tract Map, and Environmental Assessment to allow the construction of 18 residential condominium units on approximately 0.4 acres within a four-story structure.

RECOMMENDATION: Staff recommends that the Planning Commission adopt Resolution No. 16-037 recommending approval of a Site Development Permit (P-SD14-0021), Conditional Use Permit (P-UP14-0022), Tentative Tract Map (P-MT14-0005) and Environmental Assessment (P-EA16-0007) the project to the City Council, subject to the attached Conditions of Approval.

LOCATION:
Address/APN: 1316 South Main Street (APN 086-23-006)
Area of City: South of Capitol Avenue, west of Southern Pacific Railroad and east of South Main Street

PEOPLE:
Project Applicant: George Zhang
Consultant(s): George Zhang
Property/Business Owner: George Zhang
Project Planner: Cecilia Jaroslawsky, Contract Planner / Michael Fossati, Senior Planner

LAND USE:
General Plan Designation: Very High Density Transit Oriented Residential
Zoning District: Multi-Family Residential, Very High Density (R4)
Overlay District: Transit Overlay District (TOD)
Specific Plan: Transit Area Specific Plan (TASP)
Sub District: McCandless-Centre Point Sub-Area of the TASP
Site Area: 0.4 acres

ENVIRONMENTAL: Exempt pursuant to Sections 15183 of the California Environmental Quality Act (CEQA) and California Public Resources Code Section 21155.4.

EXECUTIVE SUMMARY

The applicant is requesting a Site Development Permit, Conditional Use Permit, Tentative Tract Map, and Environmental Assessment to allow the construction of 18 residential condominiums in one, four-story structure, totaling 33,310 square feet, to include at grade parking. The project would also include private and shared open and recreational spaces including a central courtyard, open to all four levels of the building and private patios/balconies, on-site parking, landscaping and other associated site improvements.

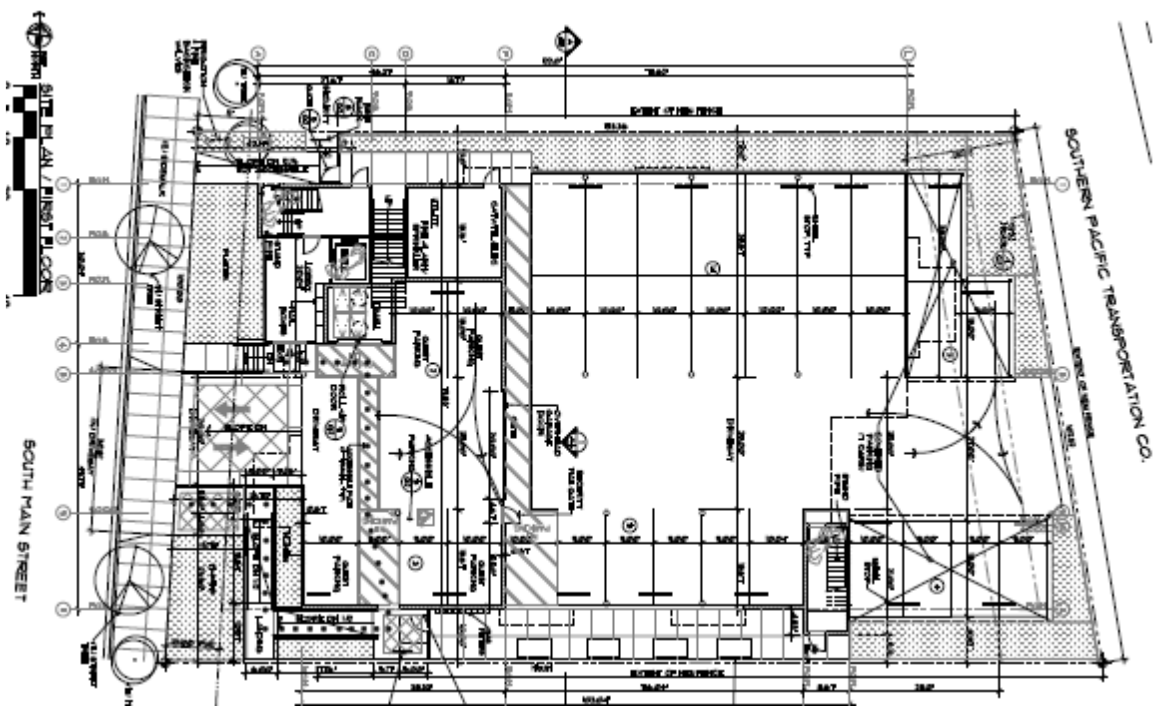
Figure 1
Project Vicinity Map



Figure 2
McCandless-Centre Point Sub-Area of the TASP



Figure 3
Site Plan



BACKGROUND

History

On November 3, 2014, an application was submitted by the project applicant, George Zhang, to allow the demolition of two existing, vacant commercial structures that had previously contained the Milpitas Animal Hospital of a little more than 2,000 sq. ft., and development of one, four-story, structure containing 18 residential condominiums and 31 parking spaces and associated landscaping and site improvements.

The Application

The proposed project requires Planning Commission and City Council approval pursuant to Section 57 of the Milpitas Zoning Code for the following planning applications:

- *Site Development Permit*: to allow for new construction
- *Conditional Use Permit*: to allow the condominium use, reduced setbacks and tandem parking
- *Tentative Tract Map*: to allow the subdivision.

PROJECT DESCRIPTION

Overview

The proposed project is located on one parcel totaling approximately 0.4 acres and is bounded by Great Mall Parkway / Capitol Avenue to the north, the Southern Pacific Railroad to the east and South Main Street to the west. The subject property is zoned Multi-Family Residential, Very High Density (R4), and is located within the Transit Area Specific Plan (TASP).

The proposed project includes a four-story, 18-unit residential condominium development located over a one-level shared, parking garage. The site design includes a common, central courtyard area that would contain landscaping open to all floors, under a centrally located sky light. The proposed building would have a maximum roof height of 42 feet with a stairwell enclosure providing access to a rooftop garden and recreation area and tower element that houses the mechanical hoists for the elevator. The stairwell enclosure has a height of 48 feet and the tower element has a height of 59 feet. The residential units would contain one to three bedrooms; each residential unit would be between approximately 920 and 1,222 square feet. See **Table 1** for residential unit specifications.

Table 1: Residential Unit Description		
Number of Bedrooms	Approximate Square Footage (sq. ft.)	Total Number of Unit Type
3	1,211	6
2	929	6
1	922	6
TOTAL	--	18

The proposed project also includes a request for a Conditional Use Permit to allow the condominium use pursuant to Table XI, Chapter 10-4.02-1(4) of the Milpitas Municipal Code. , as well as to allow tandem parking pursuant to City Code Section XI-10-53.07, and reduced setbacks pursuant to Milpitas Municipal Code Table XI-10.57.04-1.

Location and Context

Two vacant structures, a concrete slab and a variety of vegetation currently occupy the site. All existing structures, slabs and vegetation would be removed to accommodate the project. The project site is zoned Multi-Family Residential, Very High Density (R4) within the Transit Area Specific Plan.

Adjacent land uses include the following:

- *North:* Vacant land with temporary structures
- *East:* Union Pacific Railroad right-of-way
- *South:* Retail and commercial use, including restaurants
- *West:* South Main Street and a high-density residential development including an apartment complex and single-family, detached residential units.

PROJECT ANALYSIS

General Plan and Zoning Conformance

General Plan Conformance

The General Plan designation for the project site is Multi-Family, Very High Density (VHD), Very High Density Transit Oriented Residential, which is implemented by the Zoning Code Multi-Family, Very High Density (“R4”) zone (see zoning discussion below). The proposed development conforms to the City’s General Plan land use and development standards. One purpose of this Multi-Family, Very High Density land use designation is to provide community benefits, such as upgrading and/or installing infrastructure, creating a compact urban form, providing a variety of housing, as well as contributing to schools and parks. This designation requires a minimum density of 41 dwelling units per acre and a maximum of 60 units per acre. The proposed project is consistent with the General Plan land use designation and density as shown in **Tables 2** and **3**.

Table 2: General Plan Designations

Factor	Status
General Plan Designation	Very High Density Transit Oriented Residential
Zoning District	R4- Multi-Family, Very High Density
Site Size	0.4 acres
Present Use	Vacant
Surrounding Zoning	Multi-Family, Very High Density
Access	Site access is from South Main Street

Table 3: General Plan Consistency

Policy	Consistency Finding
Land Use Principles and Policies 2.a-G-2 Maintain a relatively compact urban form. Emphasize mixed-use development to the extent feasible, to achieve service efficiencies from compact development patterns and to maximize job development and commercial opportunities near residential development.	Consistent: The project is utilizing the prescribed allowable density for this designation to promote a compact urban form in close proximity to retail and commercial uses as well as transit corridors.
2.a-G-3 Provide for a variety of housing types and densities that meet the needs of individuals and families.	Consistent: The project includes a variety of housing types by incorporating one, two and three bedroom units into the project.
2.a-G-7 When considering development proposals, seek “community benefit”, such as upgrading infrastructure facilities, constructing new infrastructure facilities, and funding contributions to programs.	Consistent: The project would install and upgrade existing infrastructure, public streets and contribute to the public art fund. Rather than providing a public art piece, the applicant has proposed to pay into a public art and affordable housing fund up to \$100,000. Payment into public

	art is required, but payment into affordable housing is not required, which makes this payment a community benefit.
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Transit Area Specific Plan

The project site is centrally located within the Milpitas Transit Area Specific Plan (TASP). The goal of the Transit Area Specific Plan is to transform an older industrial area into a vibrant high-intensity transit-oriented district that would support the residents of the area. Key aspects of TASP include creating residential neighborhoods within each sub-district, creating new park and community amenities, a new network of streets and small blocks, as well as new pedestrian-oriented streets that are woven into the existing industrial street grid. The proposed project meets the goals and intent of the Specific Plan as discussed in **Table 4**.

Table 4: Transit Area Specific Plan Consistency	
Policy	Consistency Finding
Policy 3.3 Affordable housing should be integrated into all residential projects.	Consistent: The project will conform to this policy by providing additional funds to affordable housing functions controlled by the City.
Policy 3.4 Provide a variety of housing types for different types of households, different income levels, different age groups, and different lifestyles.	Consistent: The project includes a variety of housing types by incorporating one, two and three bedroom units into the project.
Policy 3.35 Any development projects, parks, or pedestrian trails built adjacent to a rail line shall build continuous fencing or solid walls to ensure that there will be no pedestrian access to the line. Fencing shall be designed to be vandal-resistant in order to deter trespassing.	Consistent: The project is bounded on the eastern property line by the Southern Pacific Railroad line. In accordance with Policy 3.35, the proposed concrete masonry wall will be vandal-resistant and will be built along the property line in order to block pedestrian access to the tracks as well as mitigate sound. This development will further to increase safe and relatively quiet places for residential areas, as stated on pg. 3-18 of TASP.
Policy 4.60 (MC-C) Break the area into smaller scale blocks that are appropriate to residential development and the desired pedestrian scale for the neighborhood. Block dimensions shall generally be between 300 and 400 feet, and shall never exceed 450 feet.	Consistent: Although not considered a block, the project has a limited street frontage that lends to the concept of pedestrian scale for the neighborhood.

The project meets several of the TASP goals and policies, mentioned above, by developing a vacant and underutilized lot with uses permitted per the General Plan, Transit Area Specific Plan, and zoning code, along a major thoroughfare, South Main Street.

The project site is also located in the McCandless/Centre Point Sub district within TASP, but due to its location within the subdistrict (project site frontage is on South Main Street), it does not have a relationship with McCandless Drive and is not subject to all of the policies for this sub district.

Zoning Conformance

The 0.4-acre project site is zoned Multiple-Family Residential, Very High Density. This zoning allows for a minimum of 41 residential units per acre and a maximum of 60 residential units per acre, as prescribed in Resolution 7760, approved by City Council in June 2008. The Zoning Code also establishes development standards, design requirements, and park, housing, school and public art objectives as discussed below.

Development Standards

Table 5 demonstrates how the proposed project is consistent with the development standards of the Multi-Family Residential, Very High Density (R4) zoning district. The approval of a Conditional Use Permit (CUP) is required to allow a condominium subdivision, as well as allow tandem parking and reduced building setbacks along the rear and side yard.

Table 5: Multi-Family Very High Density District Development Standards (R4)		
Development Standards	Required	Proposed
Lot area minimum	None	0.4 existing acres
Lot width minimum	None	155 feet
Front yard setback minimum	8 min/15 max from back of sidewalk	11 feet
Side yard setback (interior) minimum	10 feet ¹	7.5 Ft. / 5.6 feet/
Rear yard setback minimum	10 feet ¹	4.88 feet
Building height maximum	60 feet, including architectural elements	42 ft
Maximum number of stories	4 Stories	4 Stories
¹ May be reduced upon approval of a Conditional Use Permit, per Milpitas Municipal Code Table XI-10-57.04-1		

Density

The proposed project is consistent with the development densities allowed by the governing General Plan and zoning designations as summarized in **Table 6**. The proposed project would have a density of 45 units/acre (18 units/0.4 acre).

Table 6: Project Land Use Designation and Density Allowance

	Designation	Density Allowed
TASP	High Density Transit Oriented	21 – 40 units/acre ¹

	Residential ¹	
General Plan	Very High Density Transit Oriented Residential	41 – 60 units/acre (General Plan Land Use Element, as amended by the TASP)
Zoning Map and Ordinance	Multifamily Residential, Very High Density (R4) with a TOD Overlay	31-40 units/acre, 41-60 units/acre with TOD Overlay (Zoning Ordinance Section 12.XI-10-12.06)

¹ The Transit Area Specific Plan (TASP) includes a “Transit Area Plan” (Figure 3.1) that erroneously identifies the land use designation as High Density Transit Oriented Residential, with a density range of 21 – 40 units/acre for the subject property and indicates the property is within a Transit District Overlay area. This error was corrected by subsequent Council action (Resolution No. 7760, Exhibit A) recognizing the correct land use designation.

The Very High Density Transit Oriented Residential designation in the City’s General Plan establishes a density range to accommodate a variety of housing types, ranging from row houses and townhouses to lofts and stacked flats with structured parking, and allows for increased densities of up to 60 units/acre (see Preface to Land Use Element of the General Plan, page P-1, as amended by the June 2008 adoption of the TASP).

The project aligns with the land use principles for the Milpitas Transit Area, which supports developing the TASP area with high intensity land uses that can take advantage of major public investment in transit (see page 3-2 of the Milpitas Transit Area Specific Plan).

For all the above reasons, staff finds the development density to be consistent with and in support of the Milpitas General Plan, Transit Area Specific Plan, and the Milpitas Zoning Ordinance.

Site &Architectural Design

Site Layout

The subject property is a level, rectangular lot, with 100 feet of frontage along South Main Street to the west, a depth of approximately 155 feet, and a rear property line of 100 feet to the east.

Height

The maximum building height within the R4- Multi-Family, Very High Density is 60 feet or four stories. The applicant is proposing to construct a four story above-ground structure, totaling 42 feet in height, with rooftop access provided by a stairwell enclosure that reaches 52 feet in height, and an elevator enclosure that reaches 59 feet in height.

Setbacks

The project is requesting modifications to the side and rear yard setback requirements of the R-4 District. Staff is recommending that the Planning Commission grant a use permit in accordance with the requirements of Section XI-10-57.04 of the Milpitas Municipal Code to allow

exceptions to the setback requirements in order to develop a quality project that can maximize the existing land without substantially affecting neighboring properties in a negative way. As described in greater detail in the attached Resolution (Attachment A), staff is making this recommendation to allow high-density residential development in an area that supports such use and that is served by infrastructure, utilities and services that are adequate to ensure that the project will not be detrimental or injurious to property or improvements in the vicinity nor to the public health, safety, and general welfare. Further, the exception is necessary to allow high-density residential development near transit, consistent with the intent of the Specific Plan and the project is otherwise consistent with the Milpitas General Plan, Zoning and Transit Area Specific Plan as summarized in Tables 3, 4 and 5 above.

Building Design, Architecture & Massing

Section B-Building Design, of the Transit Area Specific Plan recommends multi-family structures maintain a strong relationship to the street with primary building entrances oriented toward the street. Exterior walls should contain a consistent style and materials and not include any blank walls. Further recommendations within the Specific Plan include variations in roof heights and vertical planes to reduce the appearance of bulk and create a well-defined base by utilizing thicker walls and richly textured materials. Residential units that face the public streets should include the use of balconies and upper story setbacks.

The main entrance and façade would be set back from South Main Street approximately 10 feet and would incorporate two landscaped areas, totaling approximately 600 square feet and a centrally located garage entry for residents and visitors.

The entry courtyard area will also be substantially landscaped, to include trees, shrubs, ground cover and hardscape (refer to the *Landscaping and Open Space Design* section below for more detail). All proposed residential units would contain approximately 100 square feet of balconies. Exterior design materials include stucco, metallic awnings, and horizontal cement board siding.

Figure 4
Perspectives



Signs

No signs are proposed as part of this project.

Floor Plans

The proposed structure will be approximately 80 feet wide and 122 feet deep and will contain two, one-bedrooms, two, two-bedrooms and two, three-bedrooms on each level, totaling 18 residential units. Each unit will also contain approximately 100 square feet of balcony area. A centrally located landscaped, courtyard and garden open space area, totaling approximately 550 square feet will be located on the second level, above the on-grade garage level and open at all levels above, under a skylight. The project includes a 2,644 square foot, rooftop open-space area to be used as a recreation area and contains plants and seating areas for residents and visitors.

Figure 5
Floor Plan

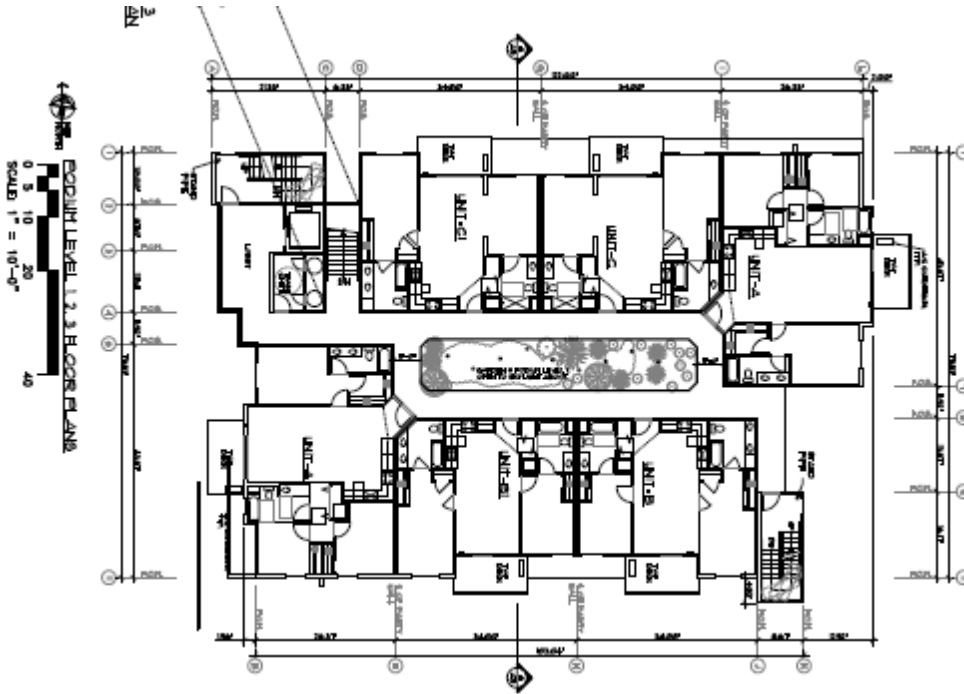
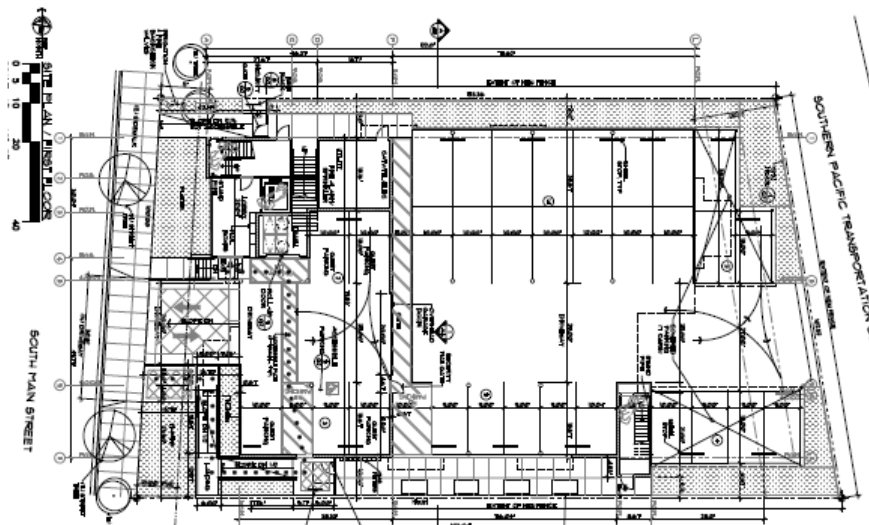


Figure 6
Parking and Entry Level Plan



Pedestrian and automobile entry to the building is located at grade level, on South Main Street, to the west. The garage area includes 31 automobile parking spaces, 16 of which would be tandem parking (see *Parking* section below), requiring the approval of a Conditional Use Permit and 10 bicycle parking spaces. The garage level also contains an enclosed trash area, enclosed utility area, and lobby. The lobby area is approximately 200 square feet and faces South Main Street.

Affordable Housing

The applicant is proposing to construct 18 residential units and is not providing any below market rate units within this project. *Policy 3.6* of the Specific Plan recommends that up to 20% of new residential construction should be affordable. The City of Milpitas adopted the Transit Area Specific Plan that included a goal of creating 20% affordable units within new residential construction.

Resolution No. 8491 subsequently adopted in 2015 clarifies that “affordable housing requirements shall apply to all completely new residential development applications submitted to the City after June 16, 2015.” “Completely new residential development applications” is defined as a residential development project for which no written application of any sort has been previously submitted to the City.

The applicant submitted this application on November 3, 2014 and is, therefore, not subject to the affordable housing requirement of the Specific Plan. Further, the applicant proposes to dedicate approximately \$80,000 (of the \$100,000 total proposed) toward affordable housing and staff is recommending a condition of approval to secure this public benefit.

Schools

Based upon data from the Santa Clara County Office of Education, the Milpitas Unified District currently indicates enrollment to be 10,156 students. Per Enrollment Projection Consultants (EPC), residential development of this nature introduces approximately 1 child for every 7.5 units. Therefore, currently, the proposed project of 18 residential units would potentially add less than 3 new students to the Milpitas School District, which would not have a significant negative impact on the existing school system.

Landscaping and Open Space Design

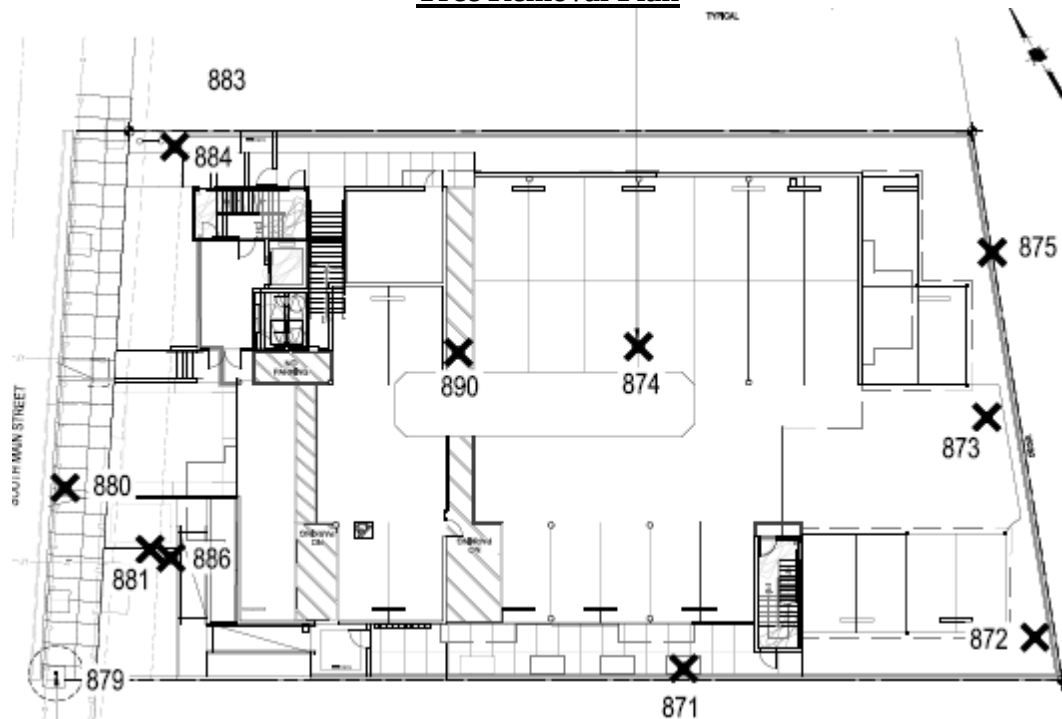
Tree Removal and Replacement:

The existing site contains approximately 11 mature trees, of which 10 would be removed and replaced with one tree and a variety of large and small shrubs (see *Landscaping and Lighting* below). One existing Frontier Elm tree, located at the front of the project site would remain. **Table 7** and **Figure 7** depict the type, measurements, health, and locations of each existing tree.

Table 7: On-Site Tree Analysis			
Tag #	Common Name	Circumference	Health

871	Peruvian Pepper	107"	Poor
872	Peruvian Silk Tree	67"	Poor
873	Peruvian Pepper	160"	Moderate
874	Peruvian Pepper	184"	Poor
875	Peruvian Pepper	22"	Poor
879	Frontier Elm	10"	Good
880	Frontier Elm	7"	Poor
881	Deodar Cedar	36"	Moderate
884	Peruvian Pepper	78"	Poor
886	Deodar Cedar	46"	Moderate
890	Peruvian Pepper	104"	Poor

Figure 7
Tree Removal Plan

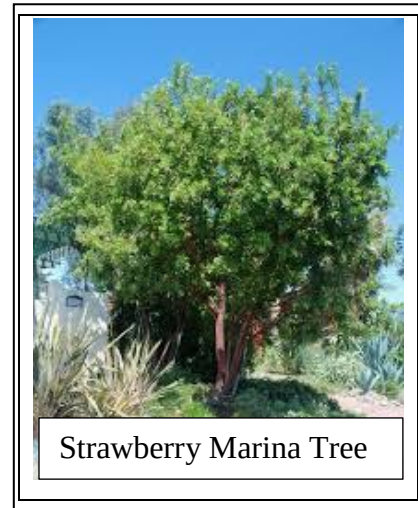


The City of Milpitas recently approved a tree ordinance, safeguarding Protected and Heritage trees. Trees that have a circumference of 37 inches or greater are considered protected trees and should be preserved when possible. The ordinance will take effect in September of 2016 and will be codified in the Municipal Code. This project was submitted prior to adoption of the Tree Ordinance and tree replacement requirements do not apply.

Given development standards that require a minimum residential density, adequate parking and other site improvements, it is difficult to preserve existing vegetation and to provide replacement landscaping. Due to site limitations, the applicant is proposing to replace four trees and proposed landscaping includes installation of large shrubs and other landscape material.

Landscaping and Lighting¹

All landscaping material will be water-wise plants and some will also assist with the required bio-filtration Best Management Practices for storm water runoff on the property. The applicant is proposing to replace one Frontier Elm, to match the existing street tree, along the project frontage on South Main Street and Two Marina and two street trees would be installed, all of which would be in a 36" box size. The project proposes to install approximately 420 plants, including Deer Grass, Purple Hop Bush and Small Cape Rush plants along the perimeter of the property. Proposed shrubs will be range from two feet in height to 12 feet tall.



Pursuant to *Policy 5.5* of the Transit Area Specific Plan, street tree landscaping is recommended along wide boulevards, specifically to improve the visual appearance and pedestrian and bicyclists experience. The landscape installation at this location on the project site would be beneficial in creating a buffer between tenants of the project and vehicular activity and meets the policies of the Specific Plan.

The Planning Commission has historically expressed a desire to have Jacaranda trees installed within larger new development projects as an accent tree. The applicant is amenable to installing the suggested Jacaranda trees, wherever feasible and staff is recommending a condition that would require the applicant to work with City staff to incorporate Jacaranda trees along the project frontage.

¹ Photographs of all landscap



Jacaranda Tree

Open Space and Recreation

The project is required to provide a minimum of twenty-five percent (25%) of the total site as usable open space or recreational facilities, per Municipal Code Section XI-10-4.05(D)(1)(c). Balconies, porches, or roof decks may be considered usable open space when properly developed for work, play or outdoor living areas. The project proposes a 2,644 square-foot roof deck (0.06 acres) with a synthetic turf recreation area, a variety of planters with water-wise vegetation, seating areas for residents and guests and a barbeque area. Each proposed unit would also contain approximately 100 square feet of private balcony or patio for a total of 1,800 square-feet (0.04 acres). In combination, these open space and recreation facilities total of 0.1 acres, or 25% of the site area, to satisfy this requirement.

Parkland Dedication

Residential developments within the Transit Area Specific Plan area are obligated to either provide parkland and recreation facilities, or to pay a Parkland Fee in-lieu of parkland dedication. The Specific Plan requires dedication equivalent to 3.5 acres for every 1,000 residents. The Parkland Fee is based upon the estimated number of persons expected to inhabit the development (per U.S. Census definitions), and the estimated value of parkland in the City of Milpitas (currently \$2,787,840 per acre).

Applicants may receive credit against their parkland obligations through the provision of raw land, payment of fees-in-lieu, credit for turnkey park projects, or a combination thereof. Projects may also receive credit for private recreation elements that are accessible only to project resident, at the sole discretion of the City. If approved, private recreation credit may be used to satisfy up to 43% of the overall parkland requirement. In no instance shall an excess of parkland contributions result in a credit from the City against any fees or other charges due to the City from the Developer.

The project proposes 18 units. The U.S. census estimates that 2.49 persons on average will inhabit each unit resulting in an estimated population of 45 persons. Based on this population

estimate, the development's parkland obligation is approximately 0.16 acres or an in-lieu fee of approximately \$437,328. The project proposes to address this requirement through a combination of private recreation space and parkland fees as generally summarized in Table 7 and discussed below.

As set forth in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance, a credit for private open space (e.g. roof decks and other similar usable open or recreation space) when properly developed for work, play or outdoor living areas. The project proposes a 2,644 square-foot roof deck (0.06 acres) with a synthetic turf recreation area, a variety of planters with water-wise vegetation, seating areas for residents and guests and a barbeque area. Each proposed unit would also contain approximately 100 square feet of private balcony or patio for a total of 1,800 square-feet (0.04 acres). Because the rooftop deck provides a viable recreation space for residents that would reduce the demand for public recreation space, and because the private balconies are large enough to be considered useable for private outdoor recreation, staff is recommending that these areas be credited against the projects parkland dedication requirements up to 43% of the required area (0.07 acres). As shown in **Table 8**, the project is able to satisfy the parkland dedication requirements through payment of TASP fees and construction of private recreation.

Table 8: Parkland Requirement Calculations		
Parkland Dedication/In-lieu Fee Analysis	Fee Equivalent	Acre Equivalent
Required Acres or Fees		
Parkland Required (acres)	\$437,328	0.16
Fees Paid		
Parkland Requirements Addressed by TASP Fees	\$270,246	0.10
Parkland Credits		
Private Recreation Credit (\$2,787,840/ acre) (43% Max.)	\$167,082	0.07
Remaining Obligation		
Remaining Obligation	\$0	0.00

Parking

Section **XI-10-53.09** of the Zoning Code requires off-street parking for the proposed residential project. **Table 9** demonstrates the projects' compliance with the parking standards outlined. The applicant is constructing 31 parking spaces, 5 guest parking spaces, and 10 bicycle parking spaces for the proposed structure. Sixteen automobile parking spaces would be tandem. The proposed parking plan requires Planning Commission approval under a Conditional Use Permit to allow for tandem parking. The project is required to install bicycle parking stalls equivalent to 5% of the total parking required for the proposal. The applicant is installing 10 bicycle spaces, 8 more than the minimum required.

The Planning Commission has historically expressed an interest in incorporating electric vehicle charging stations within new developments. The applicant is amenable to installing an appropriate amount of electric vehicle charging stations for this size project. Staff is

recommending a condition of approval that would require the applicant to work with City staff to provide appropriate facilities to support electric vehicle charging.

Table 9: Parking Spaces					
Unit Type	Number of Units	Minimum Parking Required	Minimum Spaces Required	Spaces Provided	Conforms (Y/N)
Residential – Multi Family Very High Density R4					
1 BR	6	1.2 per unit	7		Y
2 BR	6	1.6 per unit	10	Tandem	N
3 BR	6	1.6 per unit	10	Tandem	N
SUB-TOTAL			27	31	Y
Guest		15% of required residential spaces	4	5	Y
TOTAL			31	36	Y
Bicycle		5% of required residential spaces	2	10	Y
TOTAL PARKING (including bicycle parking)			32	46	

Tentative Map

The project includes the creation of 18 residential condominium units, and common open space areas, including parking and recreational areas. Tentative Tract Maps require a recommendation from the Planning Commission in the form of a resolution to the City Council for their ultimate approval. The project is consistent with the provisions in Title XI, Chapter 1, Section 4 (Tentative Maps) of the City's Municipal Code regarding the form, content and dedications of the tract map, as set forth in the Attachment A. Pursuant to Section XI-1-4.01-5 of the Milpitas Zoning Code, a condominium and/or condominium conversion Tentative Map is also subject to the approval of a Conditional Use Permit as specified in the Milpitas Zoning Ordinance, Title XI, Chapter 10, and Section 7.14.

Public Art Requirements

Pursuant to Section XI-10-14.03 of the zoning code, residential development projects of 20 or more new dwelling units shall devote an amount not less than one-half of one percent of the building development costs to acquire and install publicly accessible art on the development site. The applicant may demonstrate compliance with this provision at the time of filing the Building Permit application as follows:

- (a) Payment of the full amount of the Public Art Program In-Lieu Contribution, or
- (b) Written proof of a contractual agreement to commission or purchase and to install the requested artwork on the development site by a date approved by City.

Although the project is exempt from this requirement because it contains fewer than 20 units, the applicant has proposed to pay approximately \$20,000 to the public art fund, and staff is recommending a condition of project approval that would secure this public benefit.

FINDINGS FOR APPROVAL

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. Staff has found that the proposed project is consistent with the General Plan, Transit Area Specific Plan, Zoning Ordinance, and all required Findings. The findings for approval are identified in detail in Attachment A.

ENVIRONMENTAL REVIEW

Based on examination of the analysis, findings, and conclusions of the TASP EIR, certified by the City in 2008, fully and adequately analyzed the potential environmental impacts associated with the proposed Project. The Project complies with the policies included in the Specific Plan and the Bay Area's Sustainable Communities Strategy, such that CEQA streamlining and exemption provisions apply to the Project. Therefore, in accordance with CEQA Guidelines Sections 15183 and 15332 and California Public Resources Code Section 21155.4, the proposed Project is exempt from further CEQA review because the following findings can be made:

- The Project Consistent with a Community Plan or Zoning: In accordance with CEQA Guidelines Section 15183, no further environmental review of the Project is required;
- The Project Consistent with a Sustainable Communities Strategy.

PUBLIC COMMENT/OUTREACH

Staff provided public notice the application in accordance with City and State public noticing requirements. At the time of publishing this report, there have not been public comments received. A notice was published in the Milpitas Post on September 16, 2016. In addition, 1,627 notices were sent to owners and occupants within 1,000 feet of the project site. A public notice was also posted on the project site, on the City's Website, www.ci.milpitas.ca.gov, and at City Hall.

CONCLUSION

The proposed project, as modified by recommended conditions of approval, is consistent with the policies and guiding principles identified in the General Plan, the Transit Area Specific Plan and the requirements established by the Municipal Code. The proposed project will contribute towards the City's housing stock, improve a vacant and underutilized lot as well as improve and upgrade a small stretch of South Main Street.

RECOMMENDATION

STAFF RECOMMENDS THAT the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 16-037 recommending the City Council approve the Site Development Permit No. P-SD14-0021, Conditional Use Permit P-UP14-0022, Tentative Tract Map P-MT14-0005, and Environmental Assessment P-EA16-0007 to allow the construction of 18 residential condominium units on approximately 0.4 acres, to include 16 tandem parking spaces, for a total of 31 parking spaces, within a four-story structure, based on the findings and subject to the Conditions of Approval.

ATTACHMENTS

- A. Resolution 16-037
- B. Plan Set
- C. CEQA Exemption Analysis

Main St. Palace

1316 South Main Street

Milpitas, CA 95035

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FAX: (408) 998-4088

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SOILS ENGINEER:

SILICON VALLEY SOIL ENGINEERING
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PHONE: (510) 509-2362

ACOUSTIC CONSULTANT:

CHARLES M. SALTER ASSOCIATES INC.
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FAX: (415) 397-0454

CIVIL ENGINEER:

BKF ENGINEERS
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PHONE: (408) 467-9100

GREEN BUILDING CONSULTANT:

EMERSON ENVIRONMENTAL
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PHONE: (650) 281-9805

WATERPROOFING:

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FAX: (415) 296-0586

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JOINT TRENCH:

RGA DESIGN LLC
6400 VILLAGE PARKWAY, SUITE 204
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PHONE: (925) 556-9860

LANDSCAPE ARCHITECT:

HORTUS DESIGN
2085 E. BAYSHORE RD, #51924
PALO ALTO, CALIFORNIA 94303
PHONE: (650) 265-7596
PHONE: (408) 331-1983

APPLICABLE CODES

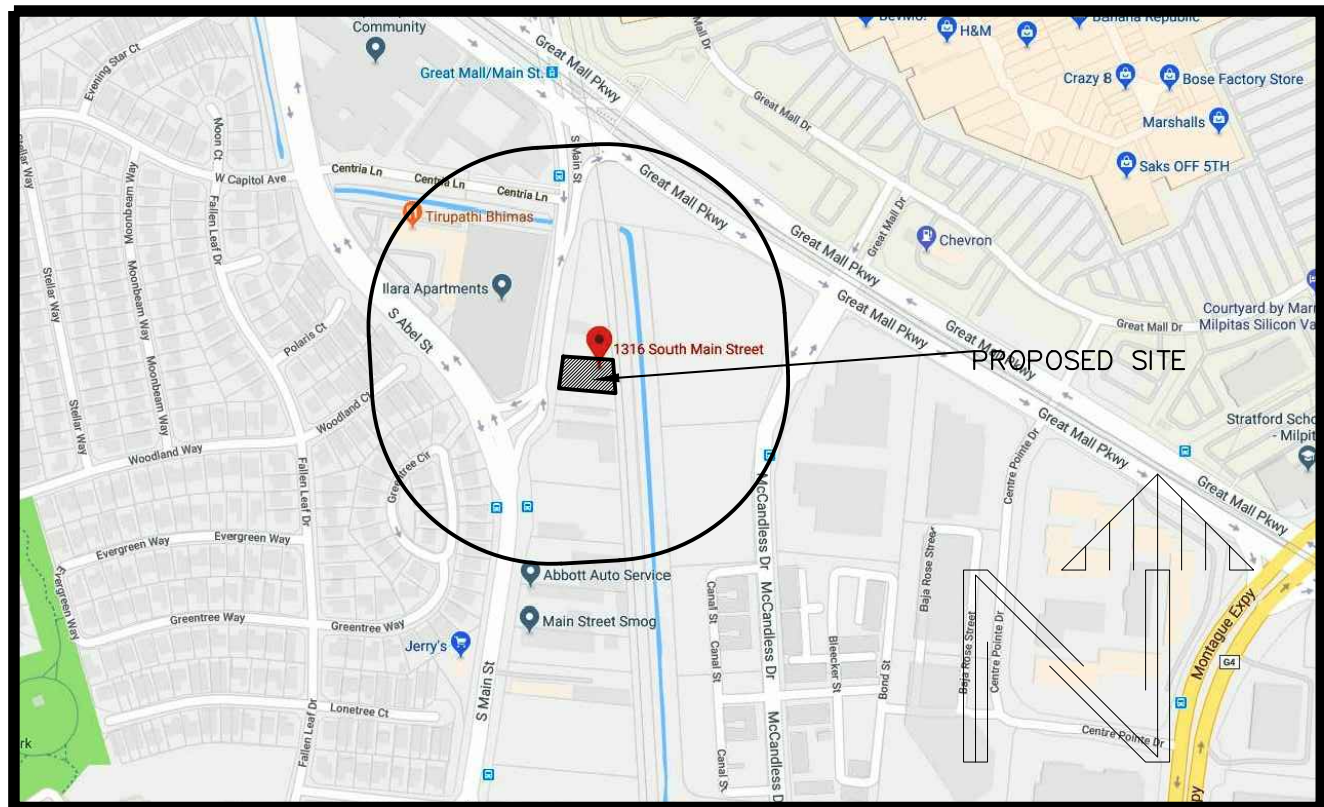
PART 1.0, CALIFORNIA ADMINISTRATIVE CODE
PART 2.0, 2016 CALIFORNIA BUILDING CODE (CBC)
PART 2.5, 2016 CALIFORNIA RESIDENTIAL CODE (CRC)
PART 3.0, 2016 CALIFORNIA ELECTRIC CODE (CEC)
PART 4.0, 2016 CALIFORNIA MECHANICAL CODE (CMC)
PART 5.0, 2016 CALIFORNIA PLUMBING CODE
PART 6.0, 2016 CALIFORNIA ENERGY CODE
PART 9.0, 2016 CALIFORNIA FIRE CODE
PART 11.0, 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE
2017 CITY OF MILPITAS MUNICIPAL CODE

THE APPLICABLE CODES ARE AS AMENDED BY THE
STATE OF CALIFORNIA AND THE CITY OF MILPITAS.

DEFERRED SUBMITTALS

1. UNDERGROUND FIRE SERVICE PERMIT.
2. FIRE ALARM SYSTEM.
3. SEPARATE PERMIT FOR INSTALLATION OF EMERGENCY RESPONDER RADIO COVERAGE.
4. FIRE SPRINKLER PLANS WITH MONITORING SYSTEM
5. PRECAST STAIRS
6. PRE-FABRICATED TRUSSES
7. ELEVATOR

VICINITY MAP



PROJECT DATA	
ASSESSORS BLOCK/LOT	086-23-006
TOTAL LOT AREA	17,424 SQ. FT
EXISTING USE	VACANT
PROPOSED USE	RESIDENTIAL
NO. OF UNITS	18 UNITS
NO. OF STORY	3 STORY OVER PODIUM
OCCUPANCY GROUP	R2/S2/A-3
TYPE OF CONSTRUCTION	TYPE I-A AND TYPE III-A
AUTOMATIC FIRE SPRINKLER	YES

PARKING ANALYSIS	
PARKING REQUIRED	
31 SPACES FOR 18 UNITS, 16 OF WHICH ARE TANDEM PARKING SPACES THAT SERVE 8 (44%) OF PROPOSED UNITS	
1 ACCESSIBLE SPACE PER 25 UNITS AUTOMATED FULL SIZE SPACES (144 FT SQ)	18 < 25 = 1 ACCESSIBLE SPACE
EV PARKING 3% OF PARKING SPACES	31 PARKING SPACES 3% X 31 = 1 EV SPACE
BICYCLE PARKING 1 CLASS I BICYCLE SPACE PER UNIT	18 UNITS = 18 SPACES
TOTAL	18 CLASS I BICYCLE SPACES
TOTAL PARKING PROVIDED	31 CAR SPACES
	18 BICYCLE SPACES

GROSS BUILDING AREA (SF)		
	AREA	BALCONY
GROUND LEVEL	1379	
2ND FLOOR	8651	1334
3RD FLOOR	8032	652
4TH FLOOR	8032	652
ROOF	327	
TOTAL	26421	2638
COMMON OPEN SPACE		
TOTAL BALCONY	2638	
2ND FLOOR OPEN SPACE	1833	
TOTAL PROVIDED	4471	
TOTAL REQUIRED	25% X LOT SIZE	
	25% X 17424	
	4356	

UNIT MATRIX						
UNIT TYPE	AREA	BALCONIES	BEDROOMS	BATHROOMS	NUMBER OF UNITS	UNIT NUMBER
A	918	196	2	2	1	201
A1	918	161	2	2	2	301;401
B	914	132	1	2	1	202
B1	914	98	1	2	2	302;402
C	1192	644	3	2	1	203
C1	1192	98	3	2	2	303;403
D	890	131	2	2	1	204
D1	890	98	2	2	2	304;404
E	896	133	1	2	1	205
E1	896	98	1	2	2	305;405
F	1171	98	3	2	1	206
F1	1171	98	3	2	2	306;406
TOTAL UNITS					18	
TOTAL 4 ONE BEDROOM, 4 TWO BEDROOM AND 4 THREE BEDROOM.						

PROJECT DESCRIPTION:

THIS PROJECT IS 18 UNITS OF WOOD FRAMED CONDOMINIUMS CONSTRUCTED ON RAISED PODIUM DECK.

EXCEPTIONS FROM TASP AND ZONING: THIS PROJECT REQUESTS THE FOLLOWING EXEMPTIONS FROM TASP AND ZONING:

1. SETBACKS: TABLE 5-1 DEVELOPMENT STANDARDS.
2. SETBACKS TO RAIL
3. DESIGN GUIDELINES APPENDIX ITEMS
- 3.C PARKING AREA BELOW GRADE
- 4.C HEIGHT OF THE PODIUM
- 4.D VEHICULAR ENTRY TO GARAGE VISIBLE FROM STREET

PUBLIC BENEFIT: IN EXCHANGE FOR THE NECESSARY EXCEPTIONS FROM THE TASP AS DESCRIBED ABOVE THE DEVELOPER WILL CONTRIBUTE \$100,000 COMBINED TOTAL TO THE AFFORDABLE HOUSING AND PUBLIC ART FUNDS

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

PROJECT :

CONSULTANT :

SHEET NAME :

COVER SHEET

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A0.1

SHEETS IN SET

GENERAL NOTES :

1. THIS SHEET IS PART OF A SET & IS NOT TO BE USED ALONE.
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REVISIONS

BY

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FS8.3	SPECIFICATIONS

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JOINT TRENCH

JT-1	JOINT TRENCH TITLE SHEET
JT-2	JOINT TRENCH INTENT

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

SHEET INDEX

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A0.1A

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REVISIONS

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Fresh Concrete and Mortar Application

Who should use this information?

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



Storm Drain Pollution from Fresh Concrete And Mortar Applications

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

Heavy Equipment Operation

Who should use this information?

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



Stormwater Pollution from Heavy Equipment on Construction Sites

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

Earth-Moving and Dewatering Activities

Who should use this information?



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

Storm Drain Pollution from Earth-Moving Activities

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

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

Doing the Job Right General Business Practices

- Wash out concrete mixers only in designated wash-out areas in your yard, away from storm drains and waterways, where the water will flow into a temporary waste pit in a dirt area. Let water percolate through soil and dispose of settled, hardened concrete as garbage. Whenever possible, recycle washout by pumping back into mixers for reuse.
- Wash out chutes onto dirt areas at site that do not flow to streets or drains.
- Always store both dry and wet materials under cover, protected from rainfall and runoff and away from storm drains or waterways. Protect dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from streets, gutters, storm drains, rainfall, and runoff.
- Do not use diesel fuel as a lubricant on concrete forms, tools, or trailers.

During Construction

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

Spill Cleanup

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

Doing the Job Right Site Planning and Preventive Vehicle Maintenance

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance. Contain the area with berms, sand bags, or other barriers.
- Maintain all vehicles and heavy equipment. Inspect frequently for and repair leaks.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site where cleanup is easier.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloth to catch drips and spills. Collect all spent fluids, store in separate containers. Recycle them wherever possible, otherwise, dispose of them as hazardous wastes.
- Do not use diesel oil to lubricate equipment parts, or clean equipment. Use only water for any on-site cleaning.
- Cover exposed fifth wheel hitches and other oily or greasy equipment during rain events.
- Use as little water as possible for dust control. Ensure water used doesn't leave silt or discharge to storm drains.

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

- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Dewatering Operations Check for Toxic Pollutants

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

Detecting Contaminated Soil or Groundwater

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

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

If any of these are found follow the procedures below.



BLUEPRINT FOR A CLEAN BAY

Best Management Practices for the Construction Industry

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

Preventing Pollution: It's Up to Us

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



Santa Clara Valley Urban Runoff Pollution Prevention Program

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

Spill Response Agencies:

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

Small Business Hazardous Waste Disposal Program

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

Local Pollution Control Agencies

Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195

Santa Clara Valley Water District (408) 265-2600

San Jose/Santa Clara Water Pollution Control Plant (408) 945-5300

Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

General Construction and Site Supervision

Who should use this information?

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



Storm Drain Pollution from Construction Activities

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

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

Doing the Job Right General Principles

- Keep an orderly site and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, storm drains and drainage channels.
- Ensure dust control water doesn't leave site or discharge to storm drains.

Advance Planning To Prevent Pollution

- Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins. Use the Erosion and Sediment Control Field Manual, available from the Regional Water Quality Control Board San Francisco Bay Region, as a reference.
- Control the amount of runoff crossing your site (especially during excavation) by using berms or temporary or permanent drainage ditches to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.
- Train your employees and subcontractors. Make these brochures available to everyone who works on the construction site. Inform subcontractors about the stormwater requirements and their own responsibilities.

Good Housekeeping Practices

- Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, bermed if necessary. Make major repairs off site.
- Keep materials out of the rain - prevent runoff contamination at the source. Cover exposed piles of soil or construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- Clean up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- Never hose down "dirty" pavement or surfaces where materials have spilled.
- Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down.
- Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean out a dumpster by hosing it down on the construction site.

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

Materials/Waste Handling

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

Permits

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

Doing the Job Right General Business Practices

- Protect stockpiles (e.g., asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Schedule grading and excavation projects during dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with sandbags or other sediment controls.

Revegetation is an excellent form of erosion control for any site. Replant as soon as possible with temporary vegetation such as grass seed.

Landscaping/Garden Maintenance

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

- Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost if possible.
- Do not blow or rake leaves, etc. into the street, or place yard waste in gutters or on dirt shoulders. Sweep up any leaves, litter or residue in gutters or on street.

Pool/Fountain/Spa Maintenance

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

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

Filter Cleaning

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

Roadwork and Paving

Who should use this information?

- Road Crews
- Driveway/Sidewalk/Parking Lot Construction Crews
- Seal Coat Contractors
- Operators of Grading Equipment, Paving Machines, Dump Trucks, Concrete Mixers
- Construction Inspectors
- General Contractors
- Developers
- Home Builders



Storm Drain Pollution from Roadwork

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

Doing the Job Right General Business Practices

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

During Construction

- Avoid paving and seal coating in wet weather, or when rain is forecast, to prevent fresh materials from contacting stormwater runoff.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, or similar materials.
- Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap filter runoff.
- Never wash excess material (or exposed aggregate concrete or similar treatments) into a street or storm drain. Collect and recycle, or dispose to dirt area.
- Cover stockpiles (asphalt, sand, etc.) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary rolls or plastic sheets and berms.
- Park paving machines over drip pans or absorbent material (cloth, rags, etc.) to catch drips when not in use.
- Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.

- Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- Avoid over-application by water trucks for dust control.

Asphalt/Concrete Removal

- Avoid creating excess dust when breaking asphalt or concrete.
- After breaking up old pavement, be sure to remove all chunks and pieces. Make sure broken pavement does not come in contact with rainfall or runoff.
- When making saw cuts, use as little water as possible. Shovel or vacuum saw-cut slurry and remove from the site. Cover or protect storm drain inlets during saw-cutting. Sweep up, and properly dispose of, all residues.
- Sweep, never hose down streets to clean up tracked dirt. Use a street sweeper or vacuum truck. Do not dump vacuumed liquor in storm drains.
- Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags) Dig up, remove, and properly dispose of contaminated soil.

Paint Removal

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

Doing the Job Right Handling Paint Products

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

sewer. Never pour paint down a storm drain. Dispose of excess liquids and residues as hazardous waste.

- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.
- When thoroughly dry, empty paint cans, used brushes, rags, and drop cloths may be disposed of as garbage in a sanitary landfill. Leave lids off paint cans so the refuse collector can see that they are empty. Empty, dry paint cans also may be recycled as metal.
- Dispose of empty aerosol paint cans as hazardous waste or at household hazardous waste collection events.

Recycle/Reuse Leftover Paints Whenever Possible

- Donate excess water-based (latex) paint for reuse.

- Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- Unopened cans of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

Painting Cleanup

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

Milpitas Municipal Code (MMC) 2017

XI-16-11 Accidental Discharge - Notification of Discharge

- (a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:
- (1) Sewage;
 - (2) Discharges of wash water resulting from the cleaning of exterior surfaces and pavement, or the equipment and other facilities of a commercial business, or any other public or private facility;
 - (3) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
 - (4) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
 - (5) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
 - (6) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.).
- The City, at its sole option, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. All violations shall be corrected in a timely manner before the next rain event, but no longer than ten (10) business days after the violations are discovered.
- (b) The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written statement to the City Manager or his or her designee describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 56500 of the California Fish and Wildlife Code, or any other applicable provisions of State or federal law.
- (c) Persons deemed by the City responsible for the discharge are responsible for all expenses resulting from the discharge, including, but not limited to, damages, fines, and costs of clean-up, whether performed by their own efforts, City efforts, or the efforts of a third party. Reimbursement of City efforts shall be determined by the number of personnel required and amount of time necessary for the coordination of City efforts and actual clean-up. All personnel costs shall be charged at their current fully-burdened rate, including overtime, plus any and all other direct costs.

XI-16-14 Enforcement and Penalties

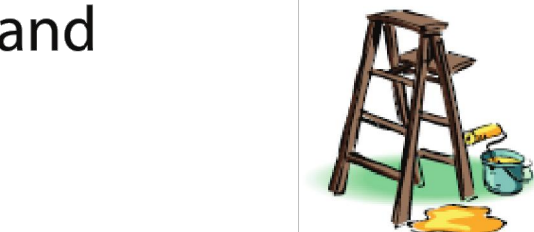
- (a) Criminal Penalties. Violations of the provisions of this Chapter shall be subject to criminal penalties as provided in Section 1-1-4.09-1 of this Code.
- (b) Judicial Civil Penalties. Any person who intentionally or negligently violates any provision of this Chapter or any provision of any permit or certificate issued pursuant to this Chapter shall be civilly liable to the city in a sum not to exceed twenty-five thousand dollars per day for each day in which such violation occurs.
- (c) Administrative Citations. When the City Manager and/or his or her designee determines that one or more violations of this Chapter have occurred an administrative citation may be issued pursuant to the procedures set forth in Sections 1-500-0.00 through 1-500-0.06. The schedule of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.
- (d) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice shall be issued, permits may be suspended or revoked, Stormwater Pollution Prevention Plans may be found in noncompliance, and corrective actions may be implemented in accordance with Section 11 of this Chapter. For all other cases, including those sites or projects where a stormwater pollution prevention plan is not required, the City Manager or his or her designee shall issue a Notice of Noncompliance that shall enumerate the violations found. The City Manager or his or her designee shall order compliance by a date or hour certain at his or her discretion. If the violations are not abated in the time period identified in the Notice of Noncompliance, the site shall be deemed to be in noncompliance with federal, State and local laws and the City Manager or his or her designee shall have the authority to issue a Stop Work Notice and/or deem the Stormwater Pollution Prevention Plan inadequate. If a Stop Work Notice is issued, corrective actions must be performed until the site has achieved compliance. Corrective actions may include revision and resubmission of any Plan, including, but not limited to, Stormwater Pollution Prevention Plan, Erosion Control Plan or Grading Plan. The City Manager or his or her designee may also require a discharger that has violated any discharge limits contained in this Chapter to install a temporary system for the capture, testing, and release of stormwater.
- (e) Suspension of Utility Service. The City may, without prior notice, suspend water service, sanitary sewer service, and/or storm drain discharge access to a person discharging to the storm drain system when such suspension is necessary to stop an actual or threatened discharge which presents, or may present, imminent and substantial danger to the environment or to the health or welfare of persons or presents, or may present, imminent and substantial danger to the storm drain system.

- (f) For construction projects where a total of three or more Stop Work Notices and Notices of Noncompliance for urban runoff violations have been issued, the City Manager or his or her designee may require the contractor to hire a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) within three business days. The QSD/QSP shall establish effective BMPs, provide guidance for improvement for the duration of the project, and certify compliance. A Stop Work Notice shall be issued for failure to comply.
- (g) Remedies Cumulative. The remedies provided in this section are cumulative and not exclusive, and shall be in addition to any other penalty provided for in this Chapter and shall be in addition to all other remedies available to the City under State and Federal law.

Painting and Application of Solvents and Adhesives

Who should use this information?

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



Storm Drain Pollution from Paints, Solvents, and Adhesives

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

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

CB-1

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A0.1B

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28. SWITCHES / CONTROLS / THERMOSTATS / ARE TO BE INSTALLED A MAX. OF 48" ABOVE THE FLOOR, AND ANY RECEPTACLE OUTLETS ARE TO BE INSTALLED AT LEAST 15" ABOVE THE FLOOR.
29. FIRE BLOCKS SHOULD BE PROVIDED IN ACCORDANCE WITH SECTION 717.2, CBC 2013 IN THE FOLLOWING LOCATIONS, PLAN TO NOTE:
- A. IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AT THE CEILING AND FLOOR LEVELS.
 - B. IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AT 10'-0" INTERVALS ALONG THE LENGTH OF THE WALL.
 - C. AT ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS.
 - D. IN CONCEALED SPACES BETWEEN STAIR STRINGERS AT THE TOP AND BOTTOM OF THE RUN BETWEEN STUDS ALONG AND IN LINE WITH THE RUN OF THE STAIRS IF THE WALLS UNDER THE STAIRS ARE UNFINISHED.
 - E. IN OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, FIREPLACES AND SIMILAR OPENINGS THAT AFFORD A PASSAGE FOR FIRE AT CEILING AND FLOOR LEVELS, WITH NON COMBUSTIBLE MATERIALS.
30. ALL INTERIOR AND EXTERIOR FINISHES:
AT ALL INSIDE AND OUTSIDE CORNER AND EDGE DETAILS FOR ALL FINISH MATERIALS MUST USE THE APPROPRIATE MANUFACTURER'S RECOMMENDED INSIDE AND OUTSIDE CORNER AND EDGE MATERIALS AND FINISHES.
31. ALL FIRE RATED INTERIOR STAIRS AND ELEVATOR ENCLOSURES AND LOBBIES, FINISH THE RATED WALLS PRIOR TO THE INSTALLATION OF THE ELEVATOR AND STAIRS.
32. ALL WOOD COMING IN CONTACT WITH CONCRETE MUST BE PRESSURE TREATED, TYPICAL.
33. CONTRACTOR & SUB-CONTRACTOR'S RESPONSIBILITY TO MAKE SURE THAT ALL MATERIALS INSTALLATION & CRAFTSMANSHIP FOR THIS PROJECT MEETS ALL APPLICABLE CODES.
34. INCORPORATE BEST MANAGEMENT PRACTICE (BMP'S) INTO CONSTRUCTION PLANS & INCORPORATE POST CONSTRUCTION WATER RUN-OFF MEASURES INTO PROJECT PLANS IN ACCORDANCE WITH THE CITY'S URBAN RUN-OFF POLLUTION PREVENTION PROGRAM.
35. ALL EXTERIOR PLASTER FINISH SHALL BE 7/8" SMOOTH CEMENT PLASTER FINISH UNLESS OTHERWISE NOTED.
36. PLASTER EXPANSION JOINTS SHOULD MEET THE FOLLOWING CRITERIA OR AS SHOWN ON THE DRAWINGS.
- A. NO LENGTH SHOULD BE GREATER THAN 18 FT. IN EITHER DIRECTION. B. NO PANEL SHOULD EXCEED 144 SQ. FT. FOR VERTICAL APPLICATIONS
 - B. NO PANEL SHOULD EXCEED 100 SQ. FT. FOR HORIZONTAL, CURVED, OR ANGULAR SECTIONS D. NO LENGTH-TO-WIDTH RATIO SHOULD EXCEED 2 1/2 TO 1 IN ANY GIVEN PANEL.
37. FLASHING PROVIDER TO PRIME AND PAINT WITH RUST PROOF PAINT ALL FLASHINGS.
38. SUBMITTAL REVIEW:
REVIEW IS FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. REVIEW OF SUCH SUBMITTALS IS NOT CONDUCTED FOR THE PURPOSE OF DETERMINING THE ACCURACY AND COMPLETENESS OF OTHER DETAILS SUCH AS DIMENSIONS AND QUANTITIES, OR FOR SUBSTANTIATING INSTRUCTIONS FOR INSTALLATION OR PERFORMANCE OF EQUIPMENT OR SYSTEMS, ALL OF WHICH REMAIN THE RESPONSIBILITY OF THE CONTRACTOR AS REQUIRED BY THE CONTRACT DOCUMENTS. NON CONFORMITIES AND ERRORS ARE NOTED. CONTRACTOR IS SOLELY RESPONSIBLE FOR CORRECTNESS OF DIMENSIONS AND QUANTITIES AND FITTING TO OTHER WORK. VERIFICATION OF PHYSICAL INTERRELATION OF ELEMENTS OF THE WORK FROM PLANS AND SPECIFICATIONS AND IN THE FIELD. THE ARCHITECT'S REVIEW SHALL NOT CONSTITUTE APPROVAL OF SAFETY PRECAUTIONS, OR UNLESS OTHERWISE SPECIFICALLY STATED BY THE ARCHITECT, OF ANY CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES. THE ARCHITECT'S REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THIS REVIEW DOES NOT RELIEVE THE CONTRACTOR FROM THESE RESPONSIBILITIES. THIS REVIEW DOES NOT CONSTITUTE APPROVAL OR ACCEPTANCE OF DEVIATIONS AND OR VARIATIONS. DEVIATIONS AND OR VARIATIONS MUST BE CLEARLY IDENTIFIED AND REQUESTED BY WRITTEN CORRESPONDENCE BY THE CONTRACTOR TO SALVATORE CARUSO DESIGN CORPORATION AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
39. BIDDING:
A. THE CONTRACTOR NEEDS TO EXAMINE ALL THE DRAWINGS AND THE SITE CONDITIONS IF THEY ARE DIFFERENT FROM THE DRAWINGS.VERIFY ALL THE EXISTING CONDITIONS ON SITE AND NOTIFY THE ARCHITECT PRIOR TO ANY CONSTRUCTION.
B. PLEASE BID FOR MAX. OF 10 COLORS IN A BID, NOT EXCEEDING 4 COLORS IN ANY GIVEN ROOM AT A TIME.
40. REQUEST FOR INFORMATION:
REVIEW OF REQUEST FOR INFORMATION WILL TAKE A MINIMUM OF FIVE WORKING DAYS.
41. CHANGE ORDER:
A. CHANGE ORDERS MUST BE SUBMITTED BY THE CONTRATOR MAXIMUM OF ONE CALENDAR WEEK FROM THE TIME CONTRACTOR IS AWARE OF THE ISSUE AND/OR HAS A CHANGE ORDER REQUEST BY THE OWNER.
B. NO MATERIAL(S) SHALL BE PURCHASED OR WORK DONE UNLESS WITH AN APPROVED, SIGNED, CHANGE ORDER HAS BEEN PROCESSED.
42. INTERIOR AND EXTERIOR PAINT TO BE MINIMUM OF ONE (1) COAT OF PRIMER AND MINIMUM OF TWO (2) COATS OF PAINT.
43. EXTERIOR WALL PAINT TO BE EGGSHELL, EXTERIOR TRIM TO BE GLOSSY, UNLESS NOTED OTHERWISE. CONTRACTOR TO PROVIDE FULL COVERAGE WITH PAINT.
44. SUBSTITUTIONS:
A. ONE OR MORE MAKES OF MATERIALS OR METHODS MAY HAVE BEEN SPECIFIED TO ESTABLISH THE STANDARD OF QUALITY, WORKMANSHIP, FINISH, AND DESIGN REQUIRED, BUT OTHER MATERIALS OR METHODS EQUAL OR BETTER IN QUALITY, WORKMANSHIP, FINISH, DESIGN, AND GUARANTEED PERFORMANCE, MAY BE SUBMITTED FOR REVIEW AND APPROVAL AS SUBSTITUTION. ALL SUBSTITUTIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ARCHITECT, ENGINEER AND OWNER.
B. SUBSTITUTIONS SHALL BE REQUESTED IN A WRITTEN FORM AND SHALL BE ACCOMPANIED WITH A SIGNED STATEMENT THAT PROPOSED SUBSTITUTION IS EQUAL, OR BETTER THAN SPECIFIED. ADDITIONAL DOCUMENTATION TO SUBSTANTIATED PROPOSED SUBSTITUTION MAY BE REQUIRED BY OWNER, ARCHITECT AND ENGINEER. CONTRACTOR SHALL SUBMIT AS DIRECTED.
C. CONTRACTOR SHALL ACCOMPANY REQUEST FOR SUBSTITUTION LETTER WITH A COMPLETED CSI SUBSTITUTION FORM INCLUDE THE COMPARISON FOR FOLLOWING:
1. ELECTRICAL RATING
2. FINISHES
3. SPARE PARTS
4. PERFORMANCE DATA
5. COSTS AND SCHEDULE
D. A WRITTEN SIGNED STATEMENT FROM THE GENERAL CONTRACTOR SHALL ACCOMPANY SUBSTITUTION REQUEST FORM ASSURING THAT:
1. CONTRACTOR HAS VERIFIED DIMENSIONS WITH PROJECT CONDITIONS AND HAS COORDINATED WITH OTHER TRADES. SUBSTITUTION DOES NOT AFFECT DIMENSIONS SHOWN ON DRAWINGS.
2. CONTRACTOR SHALL PAY AND BURDEN THE COSTS FOR CHANGES TO THE PROJECT INCLUDING RE-DESIGN, RE-ENGINEERING AND REVIEW OF SUBSTITUTION. ONLY ONE (1) ENGINEERING REVIEW TIME IS ALLOWED FOR EACH PRODUCT SUBSTITUTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REVIEW TIME AND SHALL PAY ARCHITECT AND ENGINEER'S TIME AT THEIR PROFESSIONAL RATE SCHEDULE.
3. CONTRACTOR HAS CONFIRMED THAT THE PROPOSED SUBSTITUTION WILL HAVE NO ADVERSE AFFECT ON OTHER TRADES, THE CONSTRUCTION SCHEDULE, OR SPECIFIED WARRANTY REQUIREMENTS.
4. CONTRACTOR HAS CONFIRMED THAT MAINTENANCE AND SERVICE PARTS WILL BE LOCALLY AVAILABLE FOR THE PROPOSED SUBSTITUTION.
E. COST SAVINGS RESULTING FROM SUBSTITUTION SHALL BE RETURNED TO THE CONTRACT OR THE OWNER IF THE SUBSTITUTION IS PERMITTED.
F. NO WORK INVOLVING MATERIALS SUBMITTED FOR SUBSTITUTION SHALL PROCEED UNTIL WRITTEN ACCEPTANCE IS RECEIVED FROM THE OWNER. THE OWNER IS THE FINAL JUDGE OF ACCEPTABILITY OF PREFERRED SUBSTITUTIONS.

1. ALL MATERIAL STORED ON THE SITE SHALL BE PROPERLY STACKED AND PROTECTED TO PREVENT DAMAGE AND DETERIORATION UNTIL USE. FAILURE TO PROTECT MATERIALS MAY BE CAUSE FOR REJECTION OF WORK.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE AS SPECIFIED AND/OR AS REQUIRED BY THE ADOPTED EDITION OF THE BUILDING CODE, ALL LOCAL AND NATIONAL CODES, AND AUTHORITIES WHICH ARE APPLICABLE.
3. ALL PRODUCTS, MATERIALS AND FINISHES TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
4. ALL REQUIRED EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
5. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO COMMENCING ANY WORK. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY OF THESE PLANS AND SPECIFICATIONS.
6. THE GENERAL CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A CLEAN, ORDERLY CONDITION FREE OF DEBRIS AND LITTER. EACH SUBCONTRACTOR IMMEDIATELY UPON COMPLETION OF EACH PHASE OF HIS WORK SHALL REMOVE ALL TRASH AND DEBRIS AS A RESULT OF HIS OPERATION. THE JOB SITE SHALL BE LEFT CLEAN AND SWEEPED EACH DAY BY THE END OF WORK THAT DAY.
7. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN REVIEWED AND ACTED UPON BY THE ARCHITECT. ALL SUCH PORTIONS OF WORK SHALL BE IN ACCORDANCE WITH THE REVIEWED SHOP DRAWINGS AND SAMPLES.
8. THE CONTRACTOR SHALL CONFINE OPERATIONS AT THE SITE TO AREAS PERMITTED BY LAW, ORDINANCES, PERMITS AND THE CONTRACT DOCUMENTS, AND SHALL NOT UNREASONABLY ENCUMBER THE SITE WITH ANY MATERIAL OR EQUIPMENT.
9. SHOULD AN ERROR APPEAR IN SPECIFICATIONG, DRAWINGS, OR IN WORK DONE BY OTHERS, AFFECTING THIS WORK, NOTIFY THE ARCHITECT AT ONCE. IF CONTRACTOR PROCEEDS WITH WORK AFFECTED WITHOUT INSTRUCTIONS FROM THE ARCHITECT, THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR THE WORK.
10. SHOULD CONFLICT OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS OR WHERE DETAIL REFERENCES ON CONTRACT DRAWINGS HAVE BEEN OMITTED, CONTRACTOR IS DEEMED TO HAVE ESTIMATED THE MOST EXPENSIVE MATERIALS AND CONSTRUCTION INVOLVED UNLESS HE SHALL HAVE ASKED FOR AND OBTAINED WRITTEN DECISION FROM ARCHITECT AS TO WHICH METHOD OR MATERIALS WILL BE REQUIRED.
11. ALL PATCHING, REPAIRING AND REPLACING OF MATERIALS AND SURFACES CUT OR DAMAGED IN EXECUTION OF WORK SHALL BE DONE WITH APPLICABLE MATERIALS SO THAT SURFACES REPLACED WILL, UPON COMPLETION, MATCH SURROUNDING SIMILAR SURFACES.
12. SEE DOCUMENTS PREPARED BY THE CIVIL ENGINEERING, IF APPLICABLE, FOR ALL FINISH GRADES, DRAINAGE AND SITE DETAILS. REVIEW ALL SITE UTILITY DOCUMENTS, LANDSCAPE AND IRRIGATION DOCUMENTS PRIOR OR COMMENCEMENT OF ANY UNDER GROUNDING OR TRENCHING. NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES OF THE CONTRACT DOCUMENTS.
13. CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS AGREE THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR AND HIS SUBCONTRACTORS FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL AS IDENTIFIED IN ITEM #14 OF THESE GENERAL CONDITIONS.
14. GENERAL CONTRACTORS, SUBCONTRACTORS, BUILDERS, AND OWNER ARE TO CHECK ALL DRAWINGS FOR ERRORS AND OMISSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY ERRORS AND/OR OMISSIONS MUST BE REPORTED IMMEDIATELY TO THE ARCHITECT IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE ARCHITECT WILL NOT TAKE LIABILITY FOR ANY ERRORS AND/OR OMISSIONS NOT REPORTED IMMEDIATELY IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE ARCHITECT'S LIABILITY FOR THE TOTAL PROJECT SHALL NOT EXCEED ONE THOUSAND DOLLARS.
15. ALL SCREWS/NAILS IN FINISH WOODWORK TO BE COUNTERSUNK AND FILLED SMOOTH WITH PUTTY TO MATCH FINISH.
16. IF THE MANUFACTURER'S SPECIFICATIONS AND APPLICABLE CODES ARE NOT CONSISTENT WITH EACH OTHER, NOTIFY THE ARCHITECT IMMEDIATELY PRIOR TO COMMENCEMENT OF ANY WORK AND AWAIT DIRECTION OR CONTRACTOR ACCEPTS FULL RESPONSIBILITY OF WORK COMPLETED.
17. ALL GYPSUM BOARD TO BE A MINIMUM OF 5/8" TYPE "X" SHEETROCK, MINIMUM LEVEL 5 SMOOTH FINISH OR AS OTHERWISE INDICATED ON DRAWINGS. INSTALL AS NEEDED TO MEET APPLICABLE CODES. USE RADIUSD CORNERS.
18. SHOP DRAWINGS AND SAMPLES FOR ALL FINISH MATERIALS INCLUDING BUT NOT LIMITED TO THOSE LISTED BELOW. DEFERRED SUBMITTALS, SEE NOTE #27 BELOW.
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| ITEMS #1:
1. ARCHITECTURAL SHEET METAL
2. WINDOWS, INTERIOR AND EXTERIOR DOORS
3. LADDERS
4. MECHANICAL SYSTEMS
5. HVAC DUCTWORK
6. HANDRAIL/GUARDRAIL
7. STRUCTURAL STEEL
8. REBAR
9. LOCKERS
10. STAIR SHOP DWGS.
11. ELEVATOR SHOP DWGS.
12. PAINT BRUSH OUTS | 19. MANUALS / CUT SHEETS (4 COPIES).
ITEMS #2:
1. DOOR HARDWARE
2. ACCESS DOORS
3. ROOF HATCH
4. LIGHT FIXTURES
5. ELECTRICAL PANELS
6. PLUMBING FIXTURES
7. FIRE EXTINGUISHER
8. SKYLIGHTS
9. APPLIANCES, EQUIPMENTS | SUBMITTALS REQUEST FOR THE FOLLOWING:
1. 100% OF ALL FINISH MATERIALS INCLUDING EXTERIOR, INTERIOR & ROOF MATERIALS, PAINTS, PLASTER FINISH, AND OR ANY FINISH EXTERIOR MATERIAL.
2. SUBMITTALS & SHOP DRAWINGS MUST BE REVIEWED BY ARCHITECT AND OWNER PRIOR TO CONTRACTOR ORDERING ANY RELATED MATERIAL.
3. IF CONTRACTOR ORDERS MATERIAL PRIOR TO ARCHITECT'S OR OWNER'S REVIEW THE CONTRACTOR ASSUMES 100% OF ALL RELATED RESPONSIBILITY AND LIABILITY OF THE MATERIALS ORDERED.
4. THE ARCHITECT AND OWNER WILL HAVE NO LIABILITY OR RESPONSIBILITY, ERRORS OR OMISSIONS RESPONSIBILITIES OR LIABILITIES FOR THE ACCURACY OF THE DRAWINGS USED BY THE CONTRACTOR TO GENERATE THE ORDER OF SAID MATERIALS . |
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20. A DELTA ("Δ") SYMBOL LOCATED AT THE TOP RIGHT HAND CORNER OF ANY DRAWING INDICATES THAT DRAWING HAS BEEN SIGNIFICANTLY REVISED AND SHOULD BE TREATED AS AN ENTIRELY NEW DRAWING.
21. CONTRACTOR TO PROTECT ALL INTERIOR SPACES (AS REQUIRED) FROM ANY WEATHER, THEFT, OR VANDALISM.
22. CONTRACTOR TO BE RESPONSIBLE FOR ALL WALLS, FLOORS AND CEILINGS TO BE 'LEVEL' AND PLUMB' AND FINISH TO MATCH EXISTING ADJACENT SURFACES. ALL NEW FINISHES AND FIXTURES ARE TO BE APPROVED BY ARCHITECT, PRIOR TO INSTALLATION. NEW MATERIALS MATCHING EXISTING MATERIALS TO BE 'LIKE' MATERIAL, NOT JUST MATCHING IN STYLE.
23. RELOCATE OR INSTALL NEW PLUMBING, GAS, AND ELECTRICAL LINES (AS REQUIRED) FOR THE NEW CONSTRUCTION. SEE MECHANICAL DRAWINGS.
24. CONTRACTOR TO DISPOSE OF ALL DEBRIS AT AN APPROVED DUMP SITE PER ALL TOWN, COUNTY, STATE AND FEDERAL REGULATIONS.
25. CONTRACTOR TO NOTIFY OWNER AND ARCHITECT IF HE SUSPECTS THAT ANY ASBESTOS IS ON SITE, STOP WORK IMMEDIATELY UNTIL AUTHORITIES HAVE PROVED THE WORK TO BE SAFE.
26. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION OR ORDERING ANY MATERIALS FOR THE PROJECT.
27. ANY DEFERRED SUBMITTAL SHALL BE FIRST SUBMITTED TO THE PROJECT ARCHITECT AND/ OR ENGINEER FOR REVIEW OR COORDINATION; FOLLOWING THE COMPLETION OF PROJECT ARCHITECT/ENGINEER REVIEW AND COORDINATION, A SUBMITTAL TO THE CITY SHALL BE MADE (FOR CITY REVIEW AND APPROVAL), WHICH SHALL INDICATE A LETTER STATING THIS REVIEW AND COORDINATION HAS BEEN PERFORMED AND COMPLETED AND PLANS AND CALCULATIONS FOR THE DEFERRED ITEMS ARE FOUND TO BE ACCEPTABLE (E.G. WITH REGARD TO GEOMETRY, LOAD CONDITION, ETC.) WITH NO EXCEPTIONS.

NOTE #1:
THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER, OR A SEPARATED SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE OFFICE BEFORE PROCEEDING WITH THE WORK.

EXITING NOTES:

- E1. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
- E2. EXIT DOORS SHALL SWING IN THE DIRECTION OF EXIT TRAVEL WHEN SERVING ANY HAZARDOUS AREA OR WHEN THE AREA SERVED HAS AN OCCUPANT LOAD OF 50 OR MORE.
- E3. NUMBER OF EXITS. EVERY BUILDING OR USABLE PORTION THEREOF SHALL HAVE AT LEAST ONE EXIT AND SHALL HAVE NOT LESS THAN TWO EXITS WHERE REQUIRED BY SECTION 1006, 1007 AND 1021, AND ADDITIONAL EXITS AS REQUIRED BY THIS SECTION.
- E4. EXITS SHALL BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING INTENSITY OF NOT LESS THAT 1 FOOT-CANDLE AT FLOOR LEVEL.
- E5. SEPARATE SOURCES OF POWER. THE POWER SUPPLY FOR EXIT ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES' WIRING SYSTEM. IN THE EVENT OF ITS FAILURE, ILLUMINATION SHALL BE AUTOMATICALLY PROVIDED FROM AN EMERGENCY SYSTEM FOR GROUP 1, DIVISIONS 1.1 AND 1.2. OCCUPANCIES WHERE THE EXISTING SYSTEM SERVES MORE THAN 100 PERSONS.
- E6. WHEN TWO OR MORE EXITS ARE REQUIRED FROM A ROOM OR AREA, EXIT SIGNS SHALL BE INSTALLED AT THE REQUIRED EXITS. DIRECTIONAL SIGNAGE SHALL BE INSTALLED WHERE NEEDED TO INDICATE THE DIRECTION OF EGRESS. GRAPHICS, ILLUMINATION AND POWER SUPPLY SHALL COMPLY WITH CBC 1013, 1008
- E7. AISLES LEADING TO REQUIRED EXITS SHALL BE PROVIDED FROM ALL PORTIONS OF BUILDINGS. IN PUBLIC AREAS OF GROUP B AND M OCCUPANCIES, AND IN ASSEMBLY OCCUPANCIES WITHOUT FIXED SEATS THE MINIMUM CLEAR AISLE WIDTH SHALL BE 36 INCHES WHERE TABLES, COUNTERS, FURNISHINGS, MERCHANDISE OR OTHER SIMILAR OBSTRUCTIONS ARE PLACE ON ONE SIDE OF THE AISLE ONLY AND 44 INCHES WHEN SUCH OBSTRUCTIONS ARE PLACED ON BOTH SIDES OF THE AISLE.
- E8. ANY GLAZING WITHIN 24 INCHES OF EITHER SIDE OF ANY DOOR GREATER THAN 9 S.F. OF AREA WITH BOTTOM EDGE LESS THAN 18 INCHES ABOVE (AND HORIZONTALLY, WITHIN 36 INCHES) OF WALKING SURFACE SHALL BE SAFETY GLAZED (i.e. TEMPERED).

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

GENERAL NOTES :

1. THIS SHEET IS PART OF A SET & IS NOT TO BE USED ALONE.
2. THIS SHEET IS NOT FOR CONSTRUCTION UNTIL THE ARCHITECT'S STAMP & SIGNATURE ARE ON THIS SHEET
3. THESE PLAN & PRINTS ARE OWNED BY THE ARCHITECT & ARE FOR USE ON THIS PROJECT ONLY. REPRODUCTION AND/OR DISTRIBUTION WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT IS FORBIDDEN.
4. COPYRIGHT © BY SALVATORE CARUSO DESIGN CORP.

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REVISIONS	BY
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SHEET NAME :

GENERAL NOTES

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

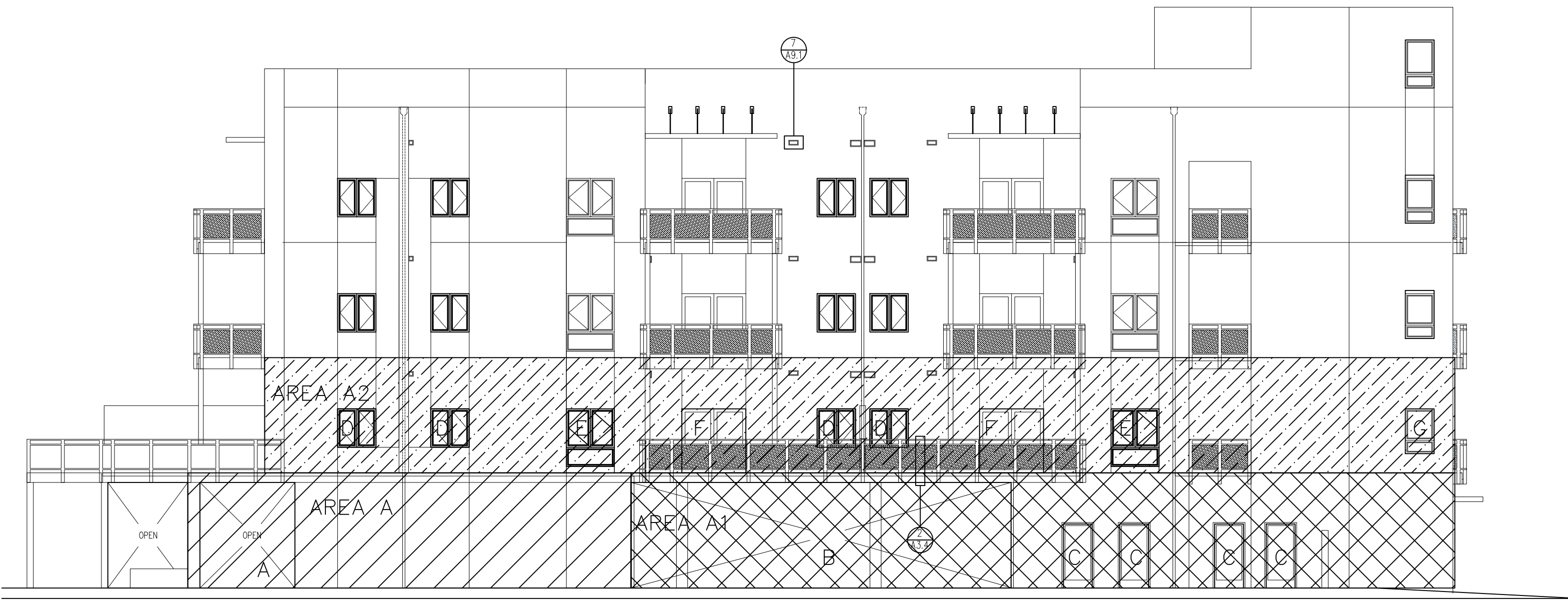
JOB No.: 18.10.01

SHEET No.:

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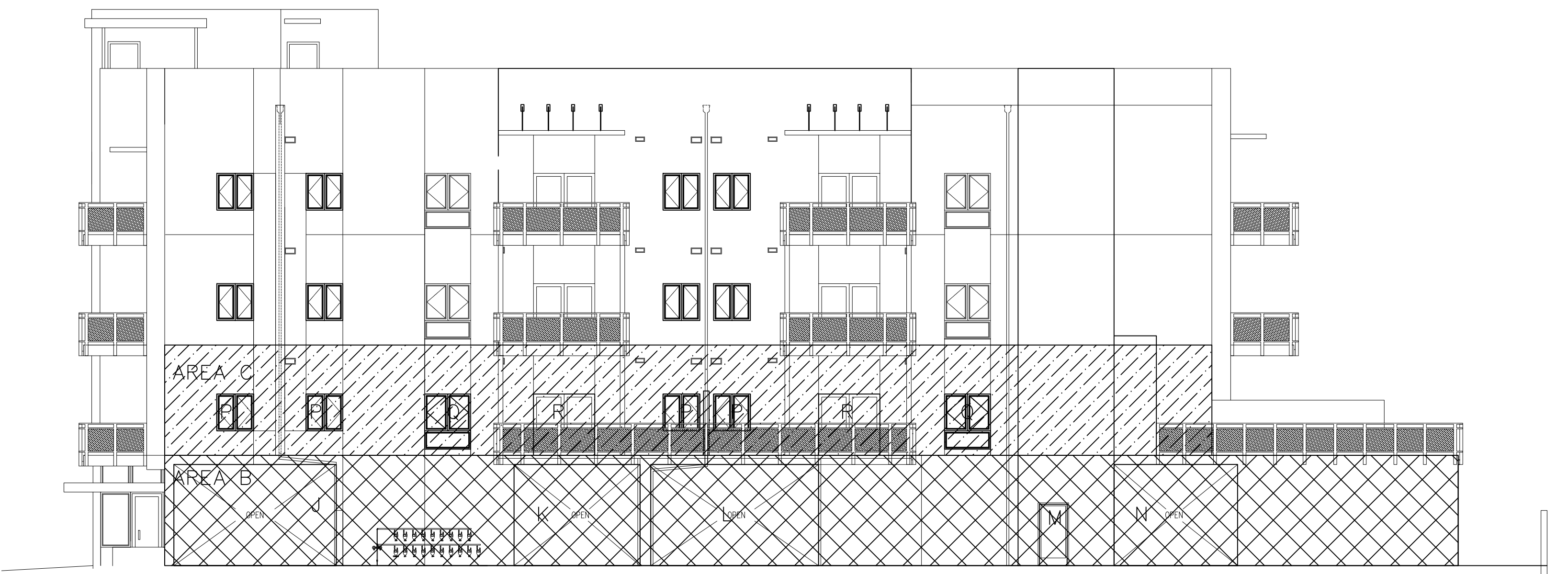
SHEETS IN SET

A.B.	ANCHOR BOLT	d	PENNY (NAILS)	H.B.	HOSE BIBB	O.A.	OVERALL	SPR.	SPRINKLER
A.C.	ASPHALT CONCRETE	DBL.	DOUBLE	H.C.	HOLLOW CORE	O.A.I.	OUTSIDE AIR INTAKE	SQ.	SQUARE
A.C.C.M.P.	ASPHALT COATED CORRUGATED METAL PIPE	DC.	DIRECT CURRENT SEE AC.	HD.	HEAD	OBS.	OBSCURE	S.S.	SERVICE SINK
A.C.I.	AMERICAN CONCRETE INSTITUTE	DEG.	DEGREE	HDR.	HEADER	O.C.	ON CENTER	S.S.	SANITARY SEWER
	AMERICAN CONCRETE INSTITUTE	DEPT.	DEPARTMENT	HT.	HEIGHT	O.D.	OUTSIDE DIAMETER	ST.	STREET
	ALTERNATING CURRENT	DET.	DETAIL	H.M.	HOLLOW METAL	O.F.	OVERFLOW	STA.	STATION
	OR ACRES	D.F.	DRINKING FOUNTAIN, DOUGLAS FIR	HORIZ.	HORIZONTAL	O.F.S.	OUTSIDE FACE OF STUD	STAG.	STAGGERED
ACOUS.	ACOUSTICAL	DIA.	DIAMETER	HP.	HORSEPOWER	OFF.	OFFICE	STD.	STANDARD
A.C.P.	ASBESTOS CEMENT PIPE	DISP.	DISPENSER	H.P.	HIGH POINT	O.P.	OVIAL HEAD	STIFF.	STIFFENER
ADD.	ADDENDUM	DIAG.	DIAGONAL	HR.	HOUR	O.H.	OVIAL HEAD	STEEL	STEEL
AD	AREA DRAIN	DM.	DIMENSION	H.RAIL	HANDRAIL	OPNG.	OPENING	STR.	STORAGE
ADD'NL	ADDITIONAL	DM.	DIMENSION	HDWR.	HARDWARE	OPP.	OPPOSITE	STR.	STRINGER
ADJ.	ADJUSTABLE	DIV.	DIVISION	HTG.	HEATING	ORIG.	ORIGINAL	STRUP.	STRUCTURAL
A.F.F.	ABOVE FINISH FLOOR	D.M.H.	DROP MAN HOLE	H.V.A.C.	HEATING, VENTILATING & AIR CONDITIONING	O.T.O.	OUT TO OUT	SUSP.	SUSPENDED
AGA.	AMERICAN GAS ASSOCIATION	DN.	DOWN	HW	HEAD WALL	OVHD.	OVERHEAD	SWBD.	SWITCHBOARD
		D.O.	DOOR OPENING	H.W.	HOT WATER			S.Y.	SQUARE YARD
AGG.	AGGREGATE	DOOR.	DOOR, DRAIN	HW	HOT WATER	P		SYM.	SYMMETRICAL
A.H.	AIR HANDLING	DS	DOWNSPOUT	HWY	HIGHWAY	P.A.	PUBLIC ADDRESS		
AIR COND.	AIR CONDITIONING	D.S.P.	DRY STAND PIPE	HYD.	HYDRAULIC, HYDRANT	PC	PIECE	T	
A.I.A.	AMERICAN INSTITUTE OF ARCHITECTS	D.W.	DISHWASHER	H2	HERTZ	P.C.P.	POROUS CONCRETE PIPE	TANG.	TANGENT
A.I.E.E.	AMERICAN INSTITUTE OF ELECTRICAL ENGINEERS	DWG.	DRAWING			P.G. & E	PACIFIC GAS & ELECTRIC	T.B.	TOWEL BAR
		DWR.	DRAWER			P.H.	PANIC HARDWARE	T & B	TOP AND BOTTOM
A.I.S.C.	AMERICAN INSTITUTE OF STEEL CONSTRUCTION			I		P.L.	PLATE	T.C.	TOP OF CURB, TOP OF COUNTER
		E		I.E.S.	ILLUMINATING ENGINEERS SOCIETY	PL	PROPERTY LINE	T.C.P.	TERRA COTTA PIPE
AI.SI	AMERICAN IRON & STEEL INSTITUTE	E.	EAST	I.D.	INSIDE DIAMETER	P. LAM.	PLASTIC LAMINATE	T.E.	TAPERED END
		EA.	EACH	IMP.G.	IMPERMEABLE	P. PLAS.	PLASTER	TEL.	TELEPHONE
ALT.	ALTERNATE	E.A.P.	EXPOSED AGGREGATE PAVING	IN.	INCH	PLUMB.	PLUMBING	TEMP.	TEMPERATURE
ALUM.	ALUMINUM	E.F.	EACH FACE	INCL.	INCLUDES	PLY.	PLYWOOD	TEMPD.	TEMPERED
AMP.	AMPERE	EL.	ELEVATION	INC.	INCORPORATED	P.M.	PRESSED METAL	TER.	TERRAZZO
AND.	AND/ODD	ELEC.	ELECTRICAL	INFO.	INFORMATION	P.NL	PANEL	T & G	TONGUE AND GROOVE
APPROX.	APPROXIMATE	ELEV.	ELEVATOR	INSUL.	INSULATION	P.O.C.	POINT OF CONNECTION	TH.	THRESHOLD
ARCH.	ARCHITECT/ARCHITECTURAL	ELEV.	ELEVATOR MACHINE ROOM	INT.	INTERIOR	POL.	POLISHED	THRM.	THERMOSTAT
ASB.	ASBESTOS	ENAM.	ENAMEL	ISOL.	ISOLATION, ISOLATOR	PORC.	PORCELAIN	THK.	THICK, THICKNESS
ASCE	AMERICAN SOCIETY OF HEATING, REFRIGERATING & AIR CONDITIONING ENGINEERS	ENCL.	ENCLOSURE	I.C.W.	INDUSTRIAL COLD WATER	P.P.	POWER POLE	THRU.	THROUGH
		ENGR.	ENGINEER	I.H.W.	INDUSTRIAL HOT WATER	PR.	PART	TOL.	TOLERANCE
		E.P.	ELECTRICAL PANEL	INV.	INVERT	PRCT.	PREFAB.	T.P.	TOP OF PARAPET, TELEPHONE POLE, TOP OF PAVEMENT
ASME	AMERICAN SOCIETY OF MECHANICAL ENGINEERS	E.Q.	EQUIVALENT			PREFAB.	PREFABRICATED	T.P.H.	TOILET PAPER HOLDER
		EQUIP.	EQUIPMENT	J		PSF	POUNDS PER SQUARE FOOT	T.P.	TOP OF PLATE
ASPH	ASPHALT	AND SO FORTH		JAN.	JANITOR	PSI	POUNDS PER SQUARE INCH	TRANSF.	TRANSFER
ASR	AUTOMATIC SPRINKLER	EX. OR (E)	EXISTING	J.B.	JUNCTION BOX	P.T.	PRESSURE TREATED	TREAD.	TREAD
	RISER	EXH.	EXHAUST	JCT.	JUNCTION	PT.	POINT	T.S.	TOP OF SLAB, TOP OF SLOPE, TOP OF STEEL
ASSOC.	ASSOCIATION	EXP.	EXPANSION	JST.	JOIST	P.T.D.	PAPER TOWEL DISPENSER	T.V.	TELEVISION
ATEG	ACOUSTIC TILE EXPOSED GRID	EXT.	EXTERIOR	JT.	JOINT	P.T.D./R	COMBINATION PAPER TOWEL DISPENSER/RECEPTACLE	T.W.	TOP OF WALL
AVE	AVERAGE	E.W.	EACH WAY			PTN.	PARTITION	TYP.	TYPICAL
		E.W.C.	ELECTRIC WATER COOLER	K		P.T.R.	PAPER TOWEL RECEPTACLE	U	
		E.W.M.	ELECTRIC WELDED MESH	K.D.	KILN DRIED	PVC	POLYVINYLCHLORIDE	U.B.C.	UNIFORM BUILDING CODE
B & B	BURLAPPED & BALLED BOARD	E.V.C.	END OF VERTICAL CURVE	KIT.	KITCHEN	P.V.T.	POINT OF VERTICAL TANGENT	U.D.	UNDER DRAIN
BD.	BITUMINOUS	F		K.O.	KNOCK OUT	Q		U.L.	UNDERWRITER'S LABORATORIES, INC.
BIT.	BITUMEN	F.A.	FRESH AIR, FIRE ALARM	K.W.	KILOWATT	QT.	QUART	UNF.	UNFINISHED
BLDG.	BUILDING	FAB.	FABRICATE	L		Q.T.	QUARRY TILE	U.O.N.	UNLESS OTHERWISE NOTED
BLK.	BLOCK	F.B.	FLAT BAR	L.A.	LANDSCAPE ARCHITECT	R.	RISER	U.S.G.S.	U.S. GEOLOGICAL SURVEY
BLKG.	BLOCKING	F.D.	FLOOR DRAIN	LAB.	LABORATORY	RAD.	RADIUS	UR.	URNAL
BM.	BEAM	F.D.	FLOOR DRAIN	L.AG.	LAG SCREW	R.C.P.	REINFORCED CONCRETE PIPE	V	
B.M.	BENCH MARK	F.F.	FINISH FLOOR	LAV.	LAVATORY	R.D.	ROOF DRAIN	V.	VENT, VOLT
BOT.	BOTTOM	F.F.	FINISH GRADE	LAM.	LAMINATE	R.E.	RIM ELEVATION	VAR.	VARIES, VARIABLE
BRG.	BEARING	F.H.C.	FIRE HOSE CABINET	LAT.	LATERAL	RECP.T.	RECEPTACLE	V.C.	VERTICAL CURVE
BRON.	BRONZE	F.H.	FIRE HYDRANT	LB.	POUND	REF.	REFERENCE	VEN.	VENEER
B.S.	BOTH SIDED	FHWs	FLAT HEAD WOOD SCREW	L.C.	LANDSCAPE CONTRACTOR	REFR.	REFRIGERATOR, REFRIGERATION	VERT.	VERTICAL
BTN.	BETWEEN	FIN.	FINISH	LF	LINEAR FEET	REINF.	REINFORCEMENT	VEST.	VESTIBULE
BTU	BRITISH THERMAL UNIT	FL.	FLOW LINE	LG.	LONG	REQD.	REQUIRED	VOOF.	VERTICAL GRAIN DOUGLAS FIR
B.V.C.	BEGINNING OF VERTICAL CURVE	FL.LT.	FLUORESCENT LIGHT	LN.	LINEAR	RESIL.	RESILIENT	VOL.	VOLUME
B.W.	BOTH WAYS	FLR.	FLOOR	L.P.	LOW POINT	RF.	ROOF	VIT.	VITRIFIED
		FLT.	FIRE PROTECTION	LT.	LIGHT	RGTR.	REGISTER	V.C.P.	VITRIFIED CLAY PIPE
CAB.	CABINET	F.P.	FACE OF BLOCK	LVR.	LOUVER	R.H.	ROUND HEAD		
CAL.	CALIPER	F.O.B.	FACE OF CONCRETE	LT.W.C.	LIGHT WEIGHT CONCRETE	REL. HUM.	RELATIVE HUMIDITY	W	
CAR	CARPET	F.O.F.	FACE OF FINISH			REV.	REVISION	W	
C.B.	CATCH BASIN	F.O.G.	FACE OF GLAZING	M		RM.	ROOM	W.	WEST
CB	CATCH BASIN INVERT	F.O.M.	FACE OF MASONRY	MAS.	MASONRY	R.O.	ROUGH OPENING	W/	WITH
CEM.	CEMENT	F.O.S.	FACE OF STUD	MATL.	MATERIAL	R.O.W.	RIGHT OF WAY	W.C.	WATER CLOSET
CER.	CERAMIC	F.O.W.	FACE OF WALL	MAX.	MAXIMUM	R.P.M.	REVOLUTIONS PER MINUTE	W.D.	WOOD
C.F.	CUBIC FEET	FFRF.	FIREPROOF	M.B.	MACHINE BOLT	R.R.	RAILROAD	WF.	WIDE FLANGE
C.F.M.	CUBIC FEET PER MINUTE	F.R.	FLOOR SINK	MECH.	MECHANICAL	R.V.	ROOF VENT	WF.	WIRE FABRIC
C.F.S.	CUBIC FEET PER SECOND	FT.	FEET	MEMB.	MEMBRANE	RWL.	RAIN WATER LEADER	W.GL.	WIRE GLASS
CHWS (R)	CHILLED WATER SUPPLY (RETURN)	FTG.	FOOTING	MET.	METAL	S		W.H.	WATER HEATER
		FURR.	FURRING	MFR.	MANUFACTURER	SAN.	SANITARY	WL.	WROUGHT IRON
C.I.	CAST IRON	FUT.	FUTURE	M.H.	MANHOLE	S.C.	SOLID CORE	WIND.	WINDOW
C.I.P.	CAST IRON PIPE	G		M.I.	MALLEABLE IRON	SCHD.	SCHEDULE	W/O	WITHOUT
OR.	CIRCULAR	GA.	GAUGE	M.J.	MINIMUM, MINUTE	S.D.	STORM DRAIN	W.P.	WATERPROOF, WORK POINT
C.L.	CENTER LINE OR CHAIN LINK (FENCE)	GAL.	GALLON	MIR.	MIRROR	SECT.	SECTION	W.R.	WATER RESISTANT
		GALV.	GALVANIZE	MISC.	MISCELLANEOUS	SEIS.	SEISMIC	W.SCT.	WAINSCOT
CLG.	CEILING	G.B.	GRAB BAR	MOD.	MODULE	SF	SQUARE FEET	WT.	WEIGHT
CLO	CLOSET	G.C.	GENERAL CONTRACTOR	MON.	MONUMENT	SH	SHELF	W.W.M.	WELDED WIRE MESH
CLR	CLEAR	G.L.	GLASS	M.S.	MACHINE SCREW	SHR.	SHOWER	WV	WATER VALVE
C.M.U.	CONCRETE MASONRY UNIT	GLU-LAM	GLU-LAMINATED	MUL.	MULLION	SHT.	SHEET	Y	
C.M.P.	CORRUGATED METAL PIPE	GLB.	GLU-LAMINATED BEAM			SHTG.	SHEATHING	YD.	YARD
CNTR	COUNTER	GND.	GROUND	N		SIM.	SIMILAR	Y.D.	YARD DRAIN
CO	COMPANY	G.P.H.	GALLONS PER HOUR	NAT.	NORTH	S.J.	SEISMIC JOINT	Ø	DEGREES
CO	CLEAN-OUT	G.P.M.	GALLONS PER MINUTE	N.B.S.	NATURAL	S.M.	SHEET METAL	Ø	AT
COL.	COLUMN	G.RAIL	GUARD RAIL			SND.	SANITARY NAPKIN DISPENSER	ø	DIAMETER
COMB.	COMBINATION	G.V.	GAS VALVE	NEC.	NATIONAL ELECTRICAL CODE	S.N.R.	SANITARY NAPKIN RECEPTACLE	±	SQUARE
COMP.	COMPOSITION	GYP.	GYPSUM BOARD	NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOC.	SPECS.	SPECIFICATIONS		
CONC.	CONCRETE			N.G.	NATURAL GRADE				
CONN.	CONNECTION			N.I.C.	NOT IN CONTRACT				
CONST.	CONSTRUCTION			NO.	NUMBER				
CONTR.	CONTRACTOR			NOM.	NOMINAL				
CONT.	CONTINUOUS			N.T.S.	NOT TO SCALE				
COR.	CORNER			N.S.	NO SCALE				
CORP.	CORPORATION								
CORR.	CORRIDOR								
ORR	CORRUGATE								
C/S	CROSS SLOPE								
CTSK	COUNTERSINK								
C.W.	COLD WATER								
C.W.S.(R)	CONDENSER WATER SUPPLY (RETURN)								
CU	CUBIC								
C.Y.	CUBIC YARD								



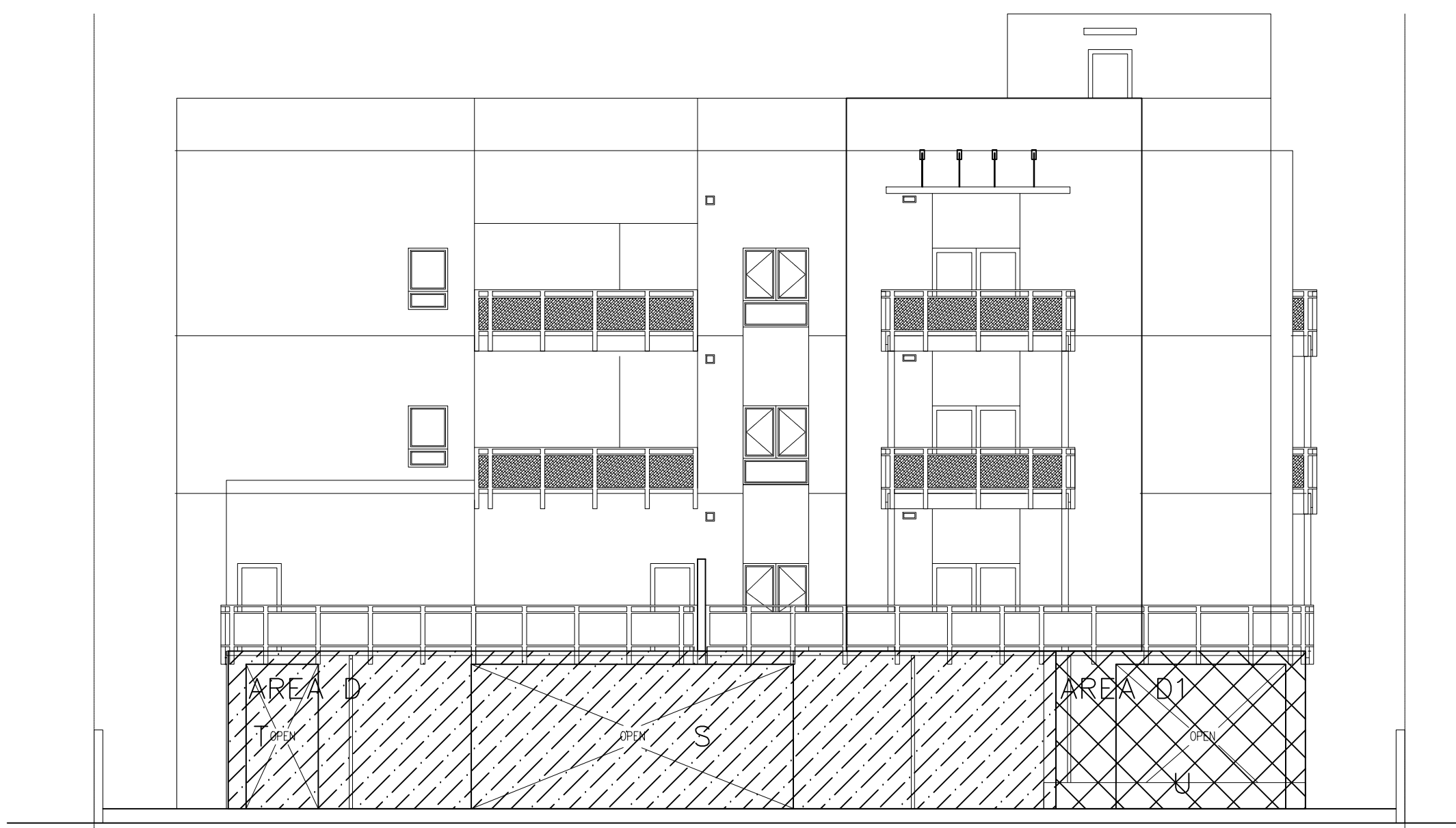
1 NORTH ELEVATION

SCALE: NTS



2 SOUTH ELEVATION

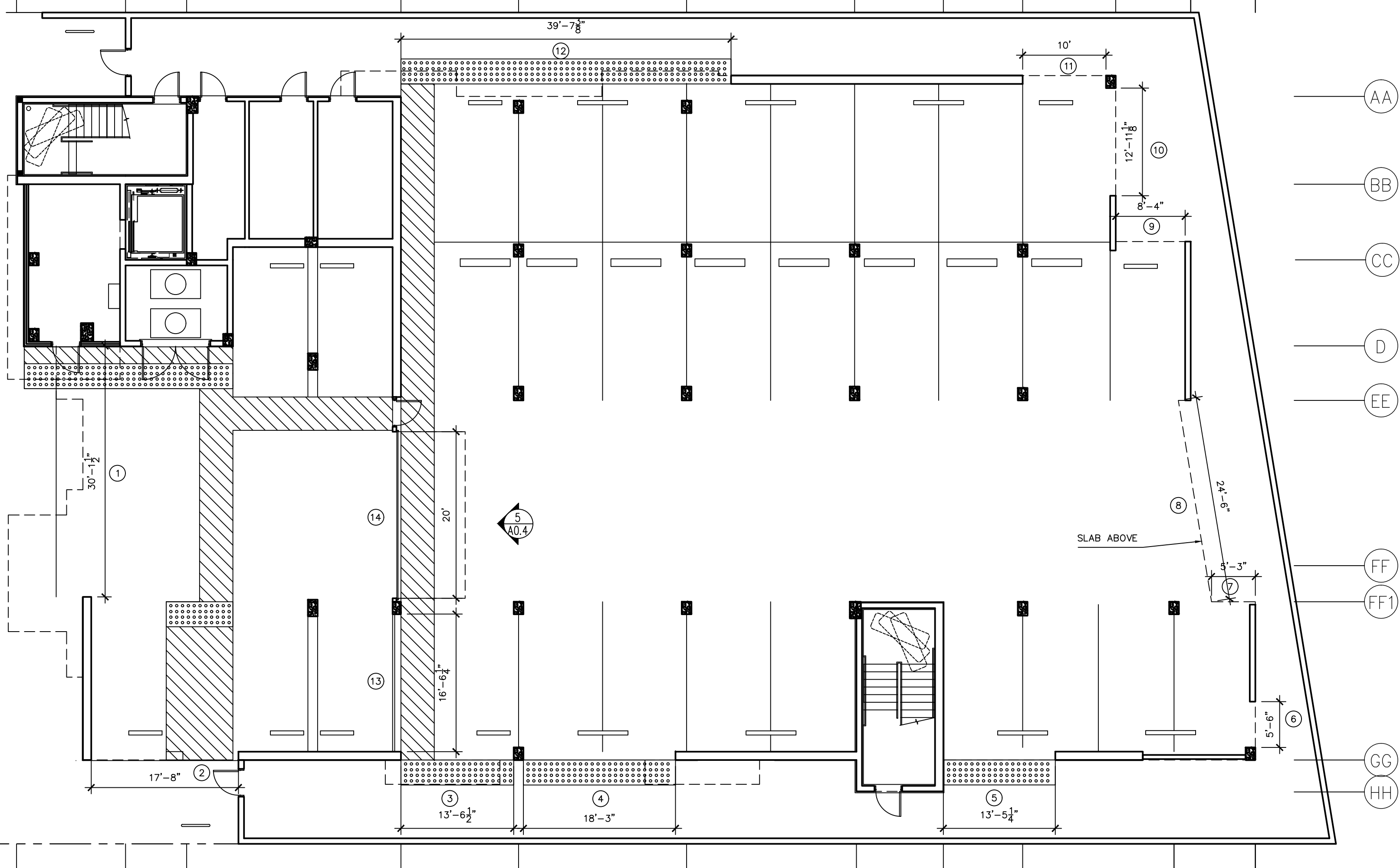
SCALE: NTS



3 EAST ELEVATION

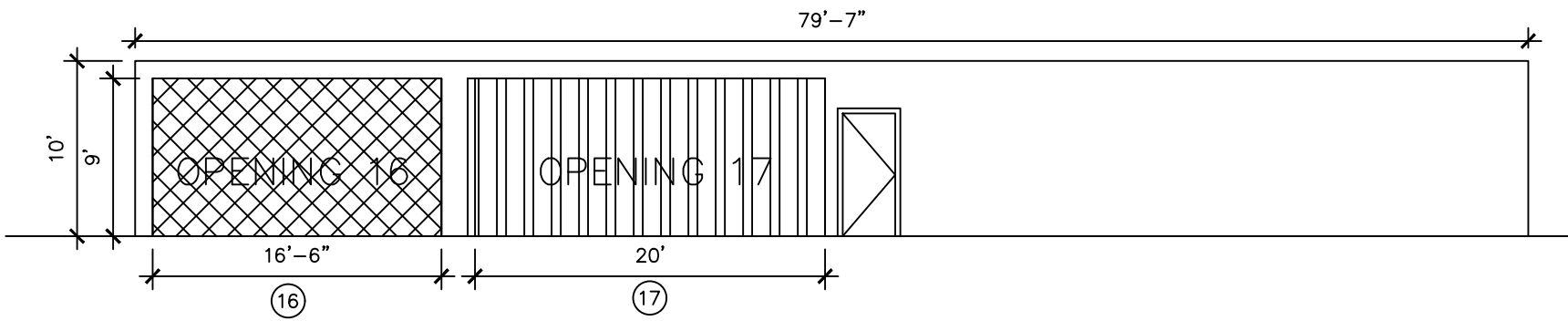
SCALE: NTS

ALLOWABLE AREA OF OPENINGS PER TABLE 705.8											
NORTH SIDE CALCULATIONS											
	ALL AREAS IN (S.F.)	OPENING AREA									
AREA A	TOTAL WALL AREA	OPENING TYPE	NUMBER OF OPENING	AREA	OPENING AREA	TOTAL OPENING AREA	OPENING PERCENTAGE				
FIRST FLOOR	554.2	A	1	109	109	109	19.7%	19.7%	<	25%	ALLOWED
AREA A1											
FIRST FLOOR	1030	B	1	434	434	434	42.1%	42.1%	<	45%	ALLOWED
		C	4	20	80						
3RD FLOOR TO 4TH FLOOR ARE THE SAME AS 2ND FLOOR											
AREA A2											
2ND FLOOR	1489	D	4	16	64	226.8	15.2%	15.2%	<	45%	ALLOWED
		E	2	30	60						
		F	2	44.4	88.8						
		H	1	14	14						
SOUTH SIDE CALCULATIONS											
AREA B											
FIRST FLOOR	1688	J	1	194	194	735.2	43.6%	43.6%	<	45%	ALLOWED
		K	1	142.5	142.5						
		L	1	192.5	192.5						
		M	1	21	21						
		N	1	185.2	185.2						
3RD FLOOR TO 4TH FLOOR ARE THE SAME AS 2ND FLOOR											
AREA C											
2ND FLOOR	1367	P	4	17.3	69.2	226	16.5%	16.5%	<	45%	ALLOWED
		Q	2	31.7	63.4						
		R	2	46.7	93.4						
EAST SIDE CALCULATIONS											
AREA D											
FIRST FLOOR	756	S	1	270	270	330	43.7%	43.7%	<	45%	ALLOWED
		T	1	60	60						
AREA D1											
FIRST FLOOR	228	U	1	142	142	142	62.3%	62.3%	<	75%	ALLOWED



4 SITE PLAN OPENING

SCALE: NTS



5 INTERIOR ELEVATION

SCALE: NTS

OPEN GARAGE CALCULATION PER CBC 406.5			
Opening	Size (FT)	Height (FT)	Opening area
Opening 1	30.125	11	331.375
Opening 2	17.67	11	194.37
Opening 3	13.54	11	148.94
Opening 4	18.25	11	200.75
Opening 5	13.44	11	147.84
Opening 6	5.5	11	60.5
Opening 7	5.25	11	57.75
Opening 8	24.5	11	269.5
Opening 9	8.33	11	91.63
Opening 10	12.93	11	142.23
Opening 11	10	11	110
Opening 12	39.61	11	435.71
Total	199.15		2190.60
Perimeter	491.71	Required	196.68
Area	5900.52	Required	1180.10
Required opening length = 40% x Perimeter			
Required opening area = 20% x Total Area			
Opening 13	16.5	9	148.5
Opening 14	20	9	180
Total	36.5		328.5
Area	796	Required	159.2
		Provided	328.5
Required opening area = 20% x Total Area			

CONSULTANT :

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△	
△	
△	
△	

SHEET NAME :

OPENING CALCULATION

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A0.4

SHEETS IN SET

GreenPoint RATED

A PROGRAM OF BUILD IT GREEN

NEW HOME RATING SYSTEM, VERSION 7.0

MULTIFAMILY

The GreenPoint Rated checklist tracks green features incorporated into the home. GreenPoint Rated is administered by Build It Green, a non-profit whose mission is to promote healthy, energy- and resource efficient buildings in California.

The minimum requirements of GreenPoint Rated are: verification of 50 or more points; Earn the following minimum points per category: Community (2) Energy (25), Indoor Air Quality/Health (6), Resources (6), and Water (6); and meet the prerequisites CALGreen Mandatory, E5.2 , H6.1, J6.1, O1, O7.

The criteria for the green building practices listed below are described in the GreenPoint Rated Single Family Rating Manual. For more information please visit [www.builditgreen.org/greenpointrated](#)

Build It Green is not a code enforcement agency.

A home is only GreenPoint Rated if all features are verified by a Certified GreenPoint Rater through Build It Green.

New Multifamilyv. 7.0.1

Points Targeted: 59.8

Certification Level: Certified

■ Minimum Points

Community

Energy

IAQ/Health

Resources

Water

2

6.0

25

29.8

6

7.0

6

9.0

6

7.0

1316 S. Main St., Milpitas

Measures

Points Targeted

Possible Points

Blueprint Page No.

CALGreen

Yes

CALGreen Res (REQUIRED)

4

1

1

1

1

A. SITE

A2. Job Site Construction Waste Diversion

2

2

GB-2

TBD

A2.1 75% C&D Waste Diversion (Including Alternative Daily Cover)

TBD

A2.2 65% C&D Waste Diversion (Excluding Alternative Daily Cover)

2

TBD

A2.3 Recycling Rates from Third-Party Verified Mixed-Use Waste Facility

1

B. FOUNDATION

C. LANDSCAPE

5.86%

Enter the landscape area percentage

0

1

L-3

Yes

C1. Plants Grouped by Water Needs (Hydrozoning)

1

1

L-2

Yes

C2. Three Inches of Mulch in Planting Beds

TBD

C3. Resource Efficient Landscapes

2

1

Plant List

Yes

C3.1 No Invasive Species Listed by Cal-IPC

Yes

C3.3 Drought Tolerant, California Native, Mediterranean Species, or Other Appropriate Species

Yes

C4. Minimal Turf in Landscape

0

2

L-3

≤10%

C4.1 No Turf on Slopes Exceeding 10% and No Overhead Sprinklers Installed in Areas Less Than Eight Feet Wide

2

2

L-3

Yes

C4.2 Turf on a Small Percentage of Landscaped Area

0

2

L-3

TBD

C6. High-Efficiency Irrigation System

Yes

C7. One Inch of Compost in the Top Six to Twelve Inches of Soil

0

2

L-1, L-2

Yes

C10. Submeter or Dedicated Meter for Landscape Irrigation

0

2

L-2

Yes

C11. Landscape Meets Water Budget

0

1

MWELO Calcs.; L-2

D. STRUCTURAL FRAME AND BUILDING ENVELOPE

D3. Engineered Lumber

1

1

Yes

D3.2 Wood I-Joists or Web Trusses for Floors

1

1

Yes

D3.3 Engineered Lumber for Roof Rafters

1

A3.7

E. EXTERIOR

E4. Durable and Non-Combustible Cladding Materials

1

1

A3.1 - A3.4

Yes

E5. Durable Roofing Materials

Y

R

R

R

R

R

F. INSULATION

F1. Insulation with 30% Post-Consumer or 60% Post-Industrial Recycled Content

1

1

GB-2

Yes

F1.1 Walls and Floors

F2. Insulation that Meets the CDPH Standard Method—Residential for Low Emissions

1

1

GB-2

Yes

F2.1 Walls and Floors

G. PLUMBING

G1. Efficient Distribution of Domestic Hot Water

1

1

P0.1 n.14, 26

Yes

G1.1 Insulated Hot Water Pipes

G2. Install Water-Efficient Fixtures

TBD

G2.1 WaterSense Showerheads 1.8 gpm with Matching Compensation Valve

2

TBD

G2.2 WaterSense Bathroom Faucets with 1.0gpm or less

1

TBD

G2.3 WaterSense Toilets with a Maximum Performance (MaP) Threshold of No Less Than 500 Grams 1.28gpf OR 1.1 gpf

H. HEATING, VENTILATION, AND AIR CONDITIONING

H1. Sealed Combustion Units

1

1

M0.2

Yes

H1.1 Sealed Combustion Furnace

Yes

H1.2 Sealed Combustion Water Heater

2

2

P0.2

TBD

H3. Effective Ductwork

1

Yes

H3.1 Duct Mastic on Duct Joints and Seams

H6. Whole House Mechanical Ventilation Practices to Improve Indoor Air Quality

Y

R

R

R

R

R

T24, M0.2, M0.3

TBD

H6.1 Meet ASHRAE Standard 62.2-2010 Ventilation Residential Standards

TBD

H6.2 Advanced Ventilation Standards

2

TBD

H8. High Efficiency HVAC Filter (MERV 13+)

1

I. RENEWABLE ENERGY

J. BUILDING PERFORMANCE AND TESTING

J5. Building Performance Exceeds Title 24 Part 6

Option 1: Compliance Over Title 24

25.81

30+

T24

K. FINISHES

K2. Zero-VOC Interior Wall and Ceiling Paints

2

2

GB-2

L. FLOORING

M. APPLIANCES AND LIGHTING

Yes

M1. ENERGY STAR® Dishwasher

1

1

GB-2, E3.5-E3.6

TBD

M2. Efficient Clothes Washing and Drying

TBD

M2.1 CEE-Rated Clothes Washer

1

2

TBD

M2.2 Energy Star Dryer

1

<25 cubic feet

M3. Size-Efficient ENERGY STAR Refrigerator

1

2

E3.5-E3.6

Yes

M4. Permanent Centers for Waste Reduction Strategies

Yes

M4.1 Built-In Recycling Center

1

1

TBD

M5. Lighting Efficiency

2

N. COMMUNITY

N1. Smart Development

2

1

1

Yes

N1.1 Infill Site

Yes

N2. Home(s)/Development Located Near Transit

1

Yes

N2.1 Within 1 Mile of a Major Transit Stop

2

2

Yes

N2.2. Within 1/2 mile of a Major Transit Stop

N3. Pedestrian and Bicycle Access

N3.1 Pedestrian Access to Services Within 1/2 Mile of Community Services

2

2

7

Enter the number of Tier 1 services

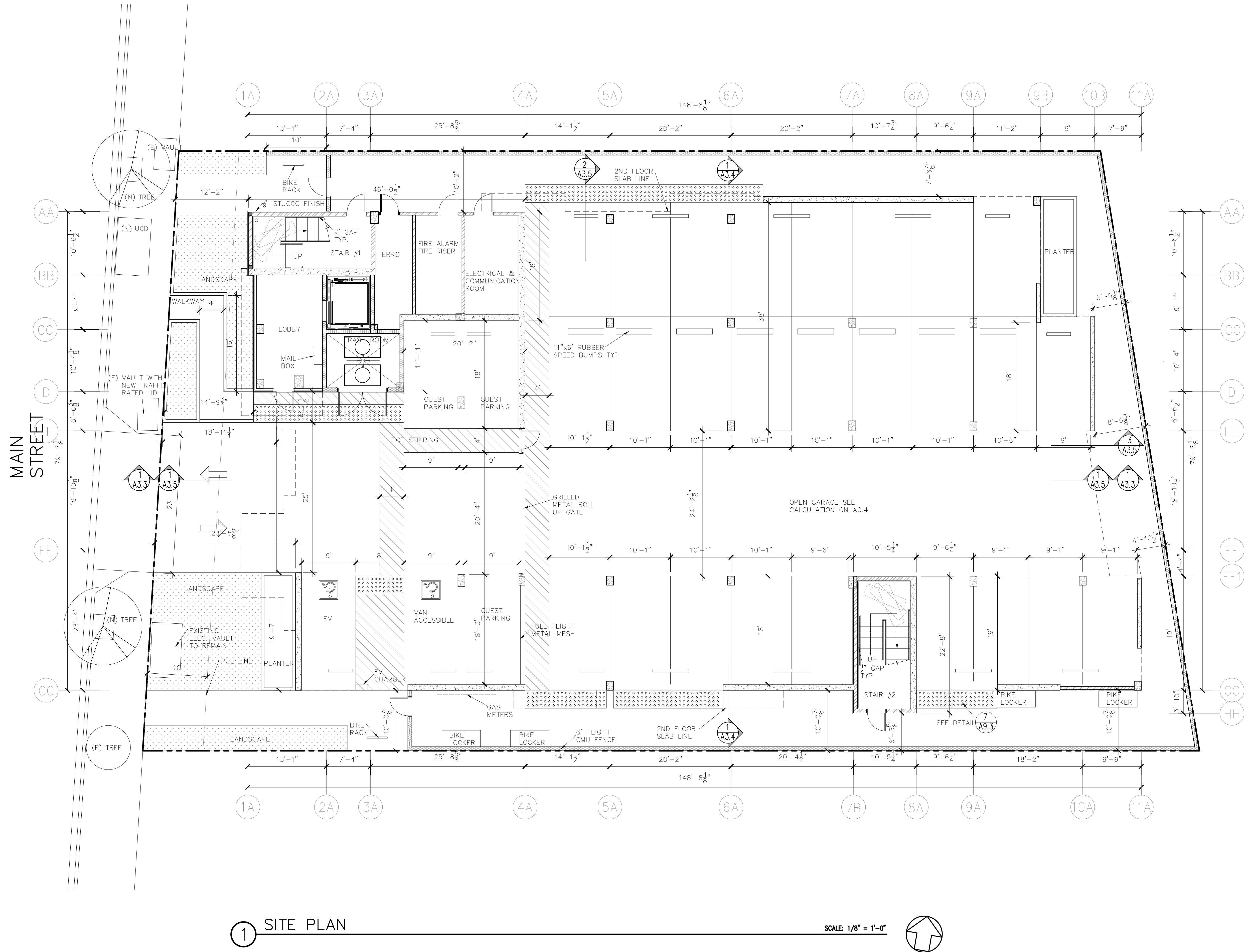
7

Enter the number of Tier 2 services

Yes

N3.5 Bicycle Storage for Residents

<



PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :
SITE PLAN

DRAWN:

REVISIONS

BY

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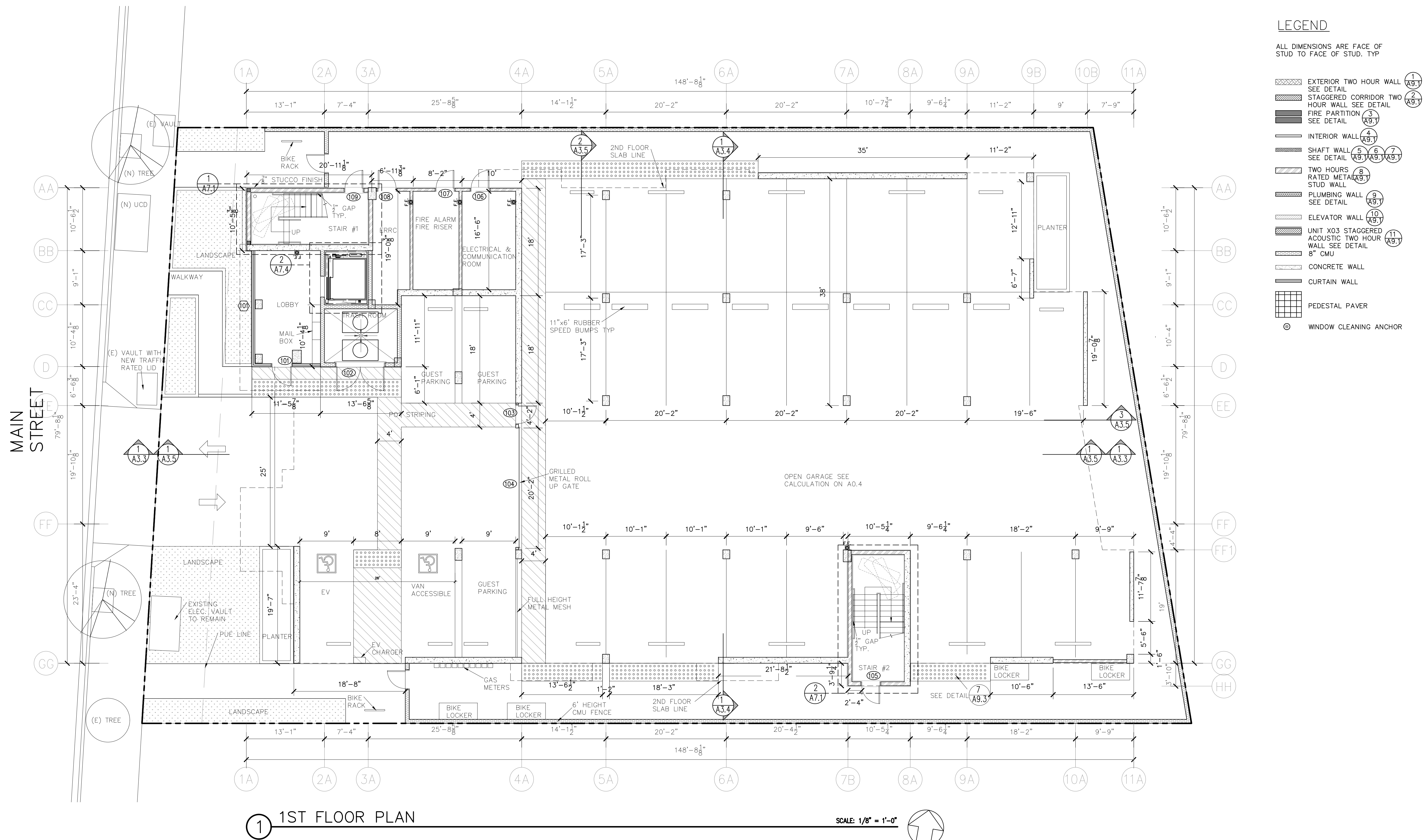
DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:
A1.1

SHEETS IN SET



PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

FIRST FLOOR PLAN

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A2.1

SHEETS IN SET

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BY

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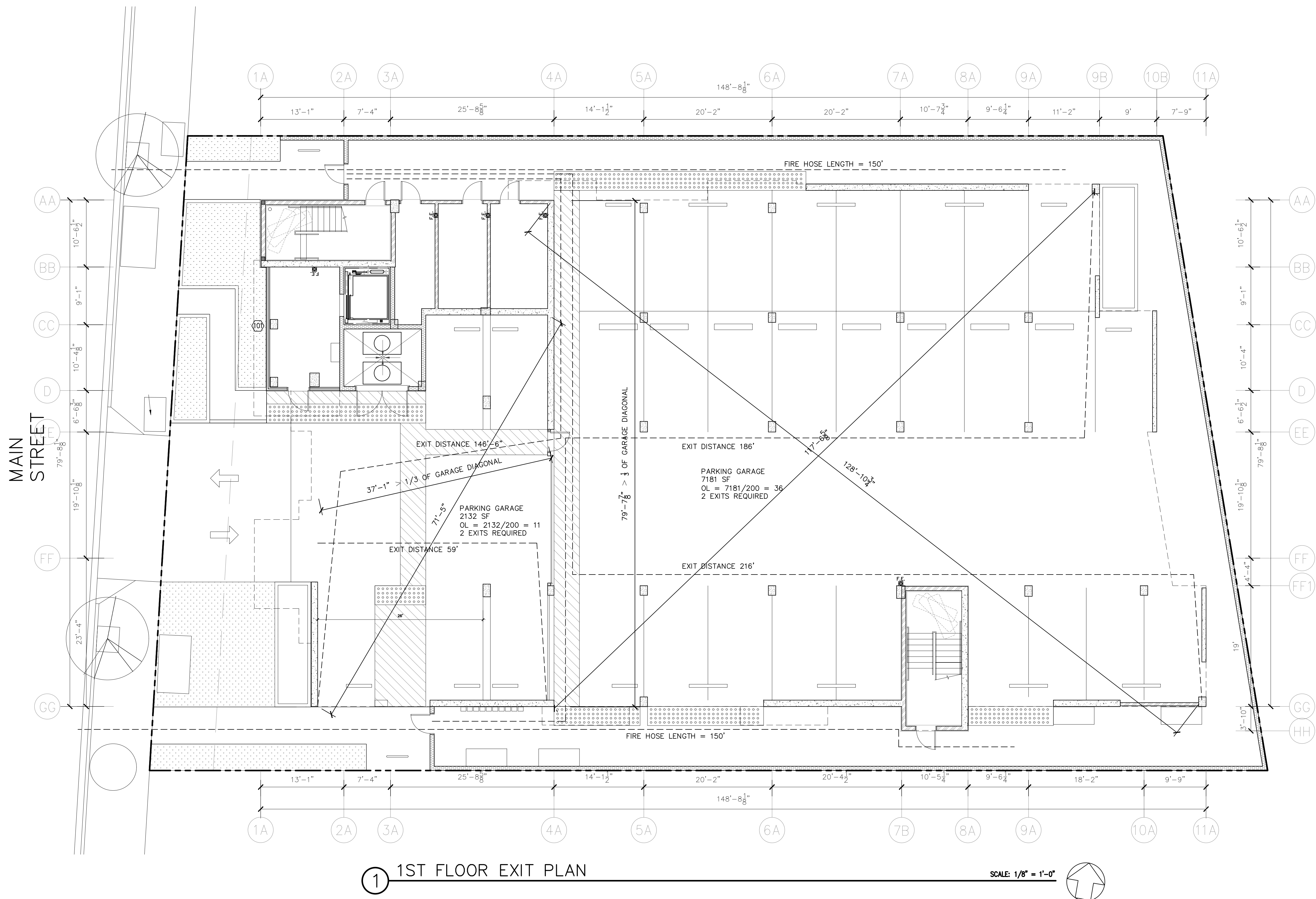
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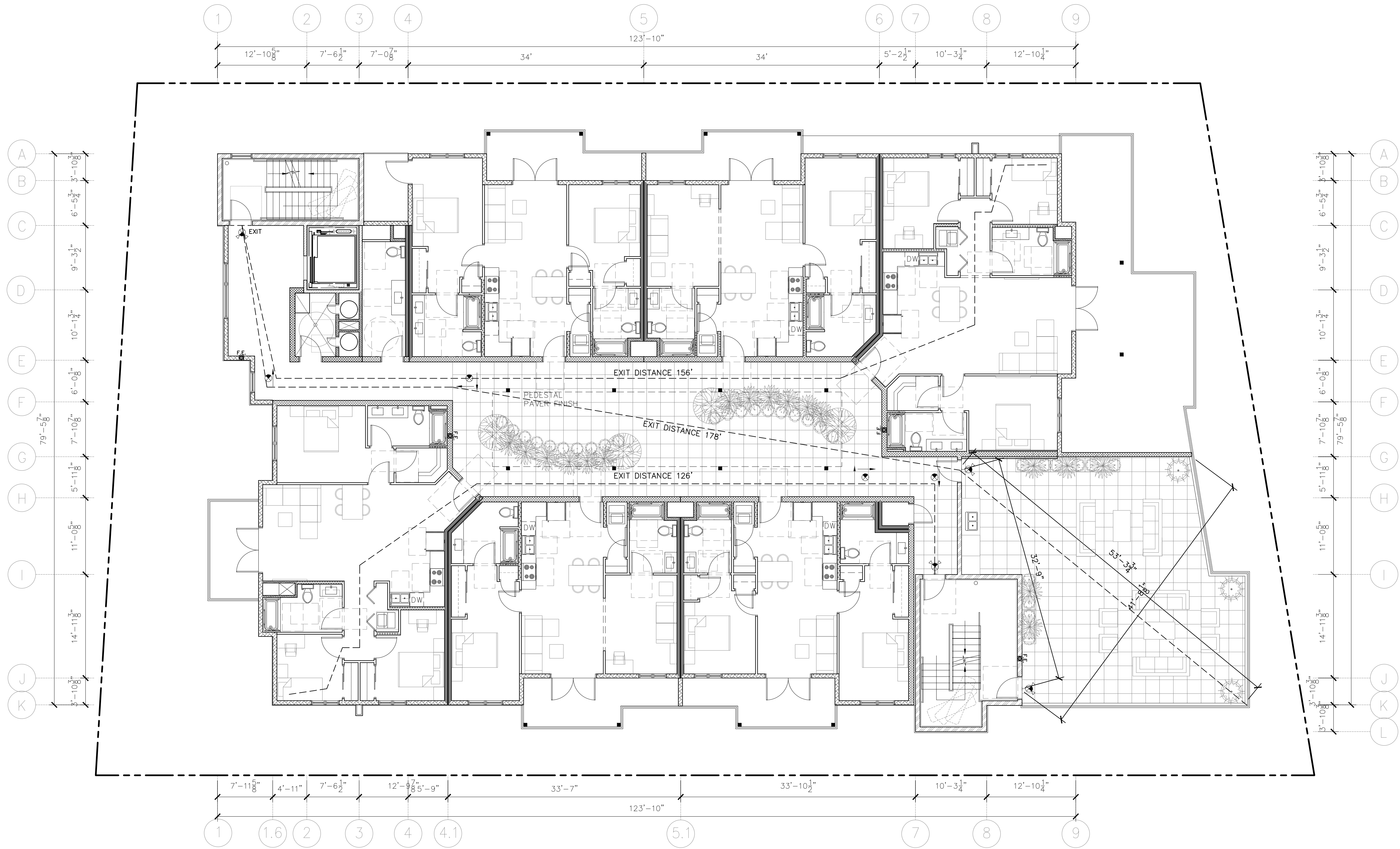
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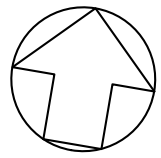
GARAGE WALLS — TYPE I CONSTRUCTION
3 HOUR CONCRETE
TABLE 601 & 602
ALL DOORS — 45 MIN RATED
STAR ENCLOSURE — 2 HOUR RATED WITH 90 MIN
PROTECTED OPENINGS
BEARING WALLS ABOVE — TYPE III — 2 HOUR RATED
STAR ENCLOSURE — 2 HOUR RATED WITH 90 MIN
PROTECTED OPENINGS
SEE A0.4 FOR OPENINGS ALLOWED PER TABLE 705.8

NOTE: EXIT WIDTH CALCULATION AND
STAIR WIDTH CALCULATION SEE A0.1C



1 2ND FLOOR EXIT PLAN

SCALE: 1/8" = 1'-0"



PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

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SHEET NAME :

2ND FLOOR
EXIT PLAN

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A2.2A

SHEETS IN SET

980 EL CAMINO REAL, #200, SANTA CLARA, CA 95050
TEL. No. (408) 998-4087 • FAX. No. (408) 998-4088



1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

2ND FLOOR RCP

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A2.2B

SHEETS IN SET _____

GENERAL NOTES :

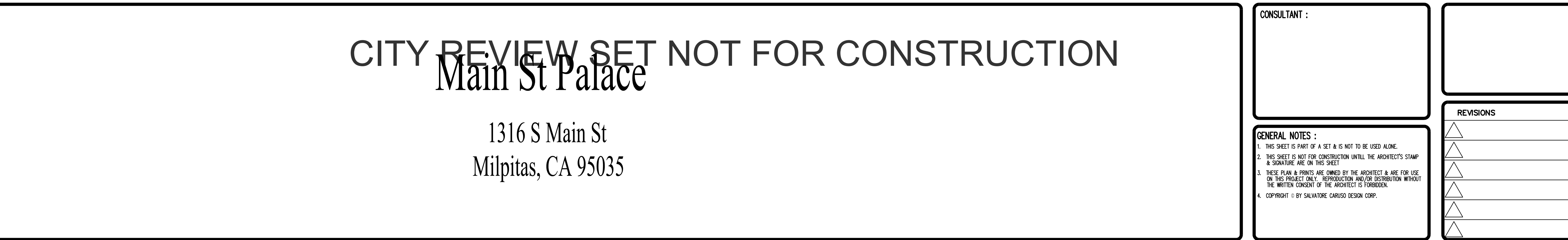
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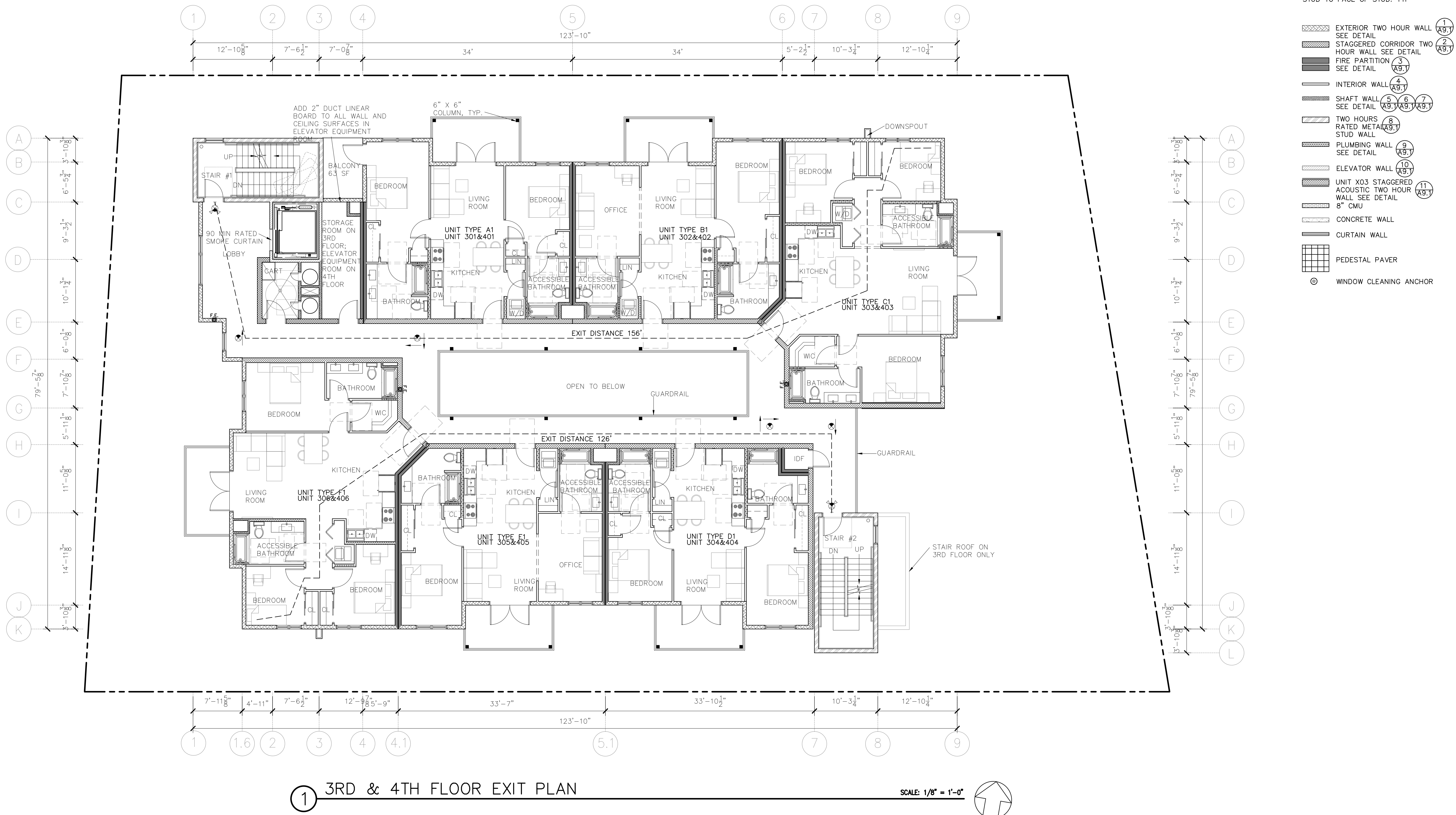
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PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

3RD & 4TH
FLOOR EXIT PLAN

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A2.3A

SHEETS IN SET

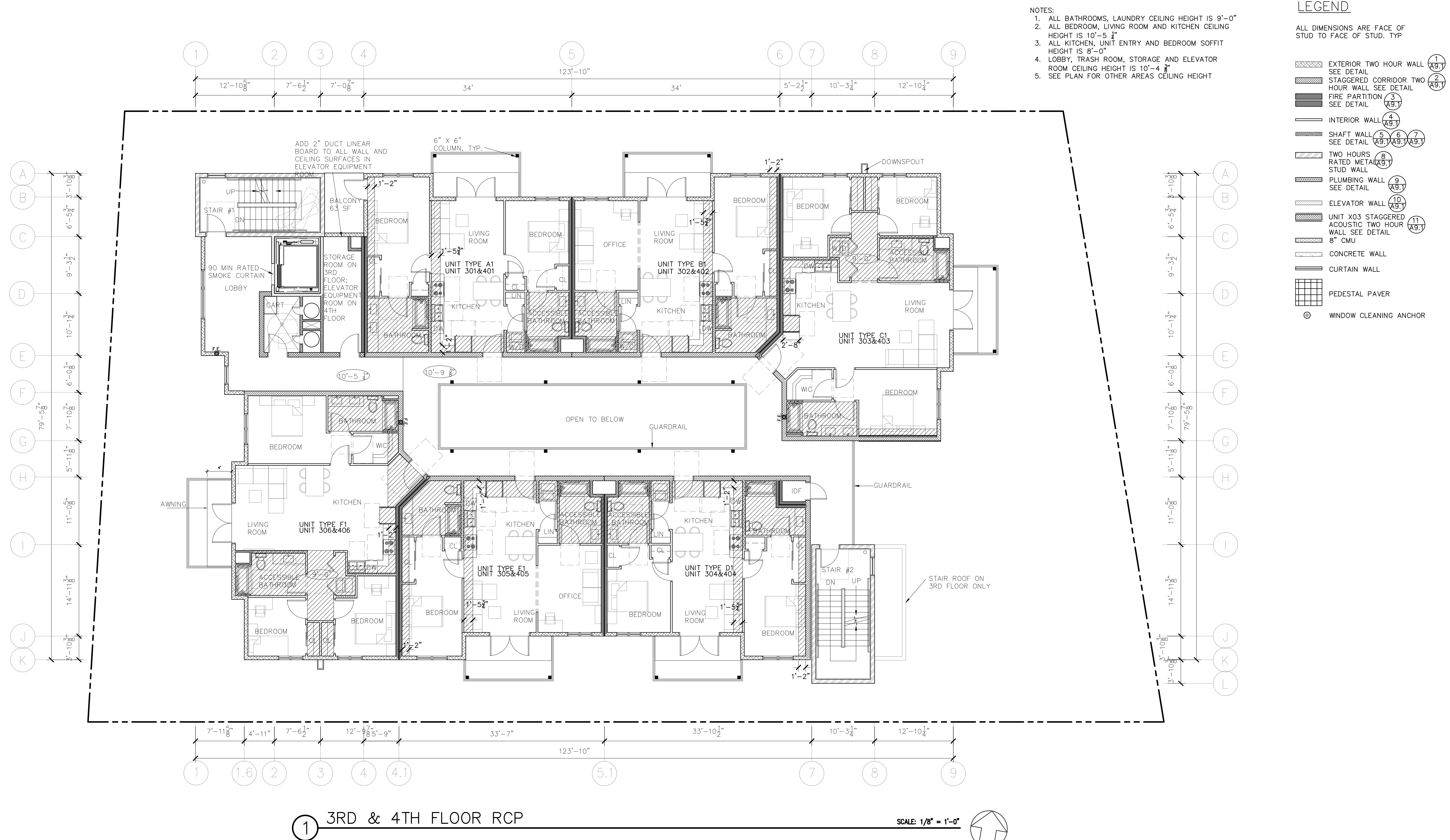
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PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

3RD & 4TH
FLOOR RCP

DRAWN:

CHECKED:

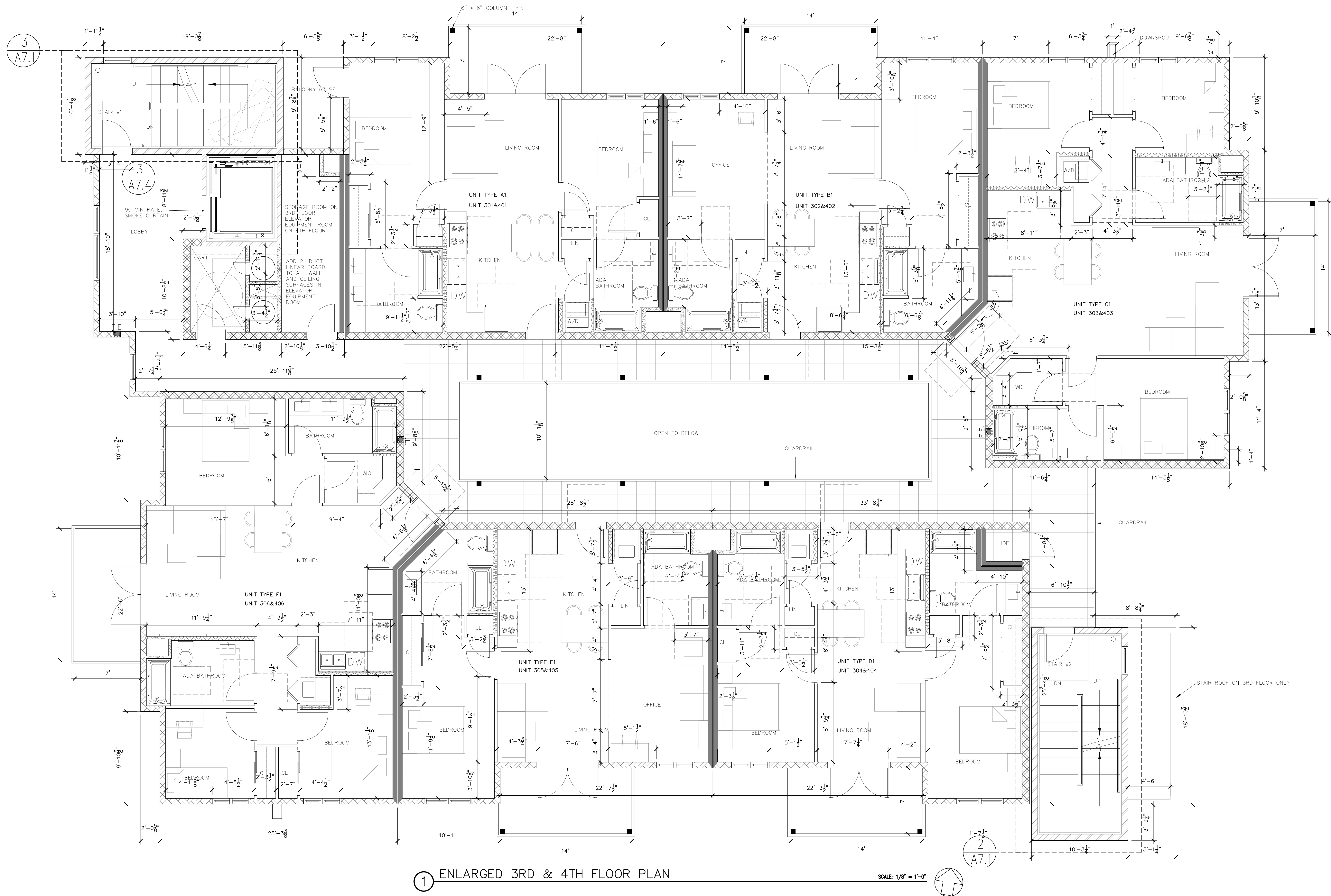
DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:
A2.3B

SHEETS IN SET _____



LEGEND

ALL DIMENSIONS ARE FACE OF STUD TO FACE OF STUD, TYP.

- EXTERIOR TWO HOUR WALL SEE DETAIL (A9.1)
- STAGGERED CORRIDOR TWO HOUR WALL SEE DETAIL (A9.1)
- FIRE PARTITION SEE DETAIL (A9.1)
- INTERIOR WALL (A9.1)
- SHAFT WALL SEE DETAIL (A9.1)
- TWO HOURS RATED METAL STUD WALL SEE DETAIL (A9.1)
- PLUMBING WALL SEE DETAIL (A9.1)
- ELEVATOR WALL SEE DETAIL (A9.1)
- UNIT X03 STAGGERED ACOUSTIC TWO HOUR WALL SEE DETAIL (A9.1)
- CONCRETE WALL
- CURTAIN WALL
- PEDESTAL PAVER
- WINDOW CLEANING ANCHOR

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
Milpitas, CA 95035

PROJECT :

CONSULTANT :

SHEET NAME :
ENLARGED
3RD & 4TH
FLOOR PLAN

DRAWN:

CHECKED:
DATE: 10/05/18
SCALE: AS SHOWN
JOB No.: 18.10.01

SHEET No.:
A2.3C
SHEETS IN SET

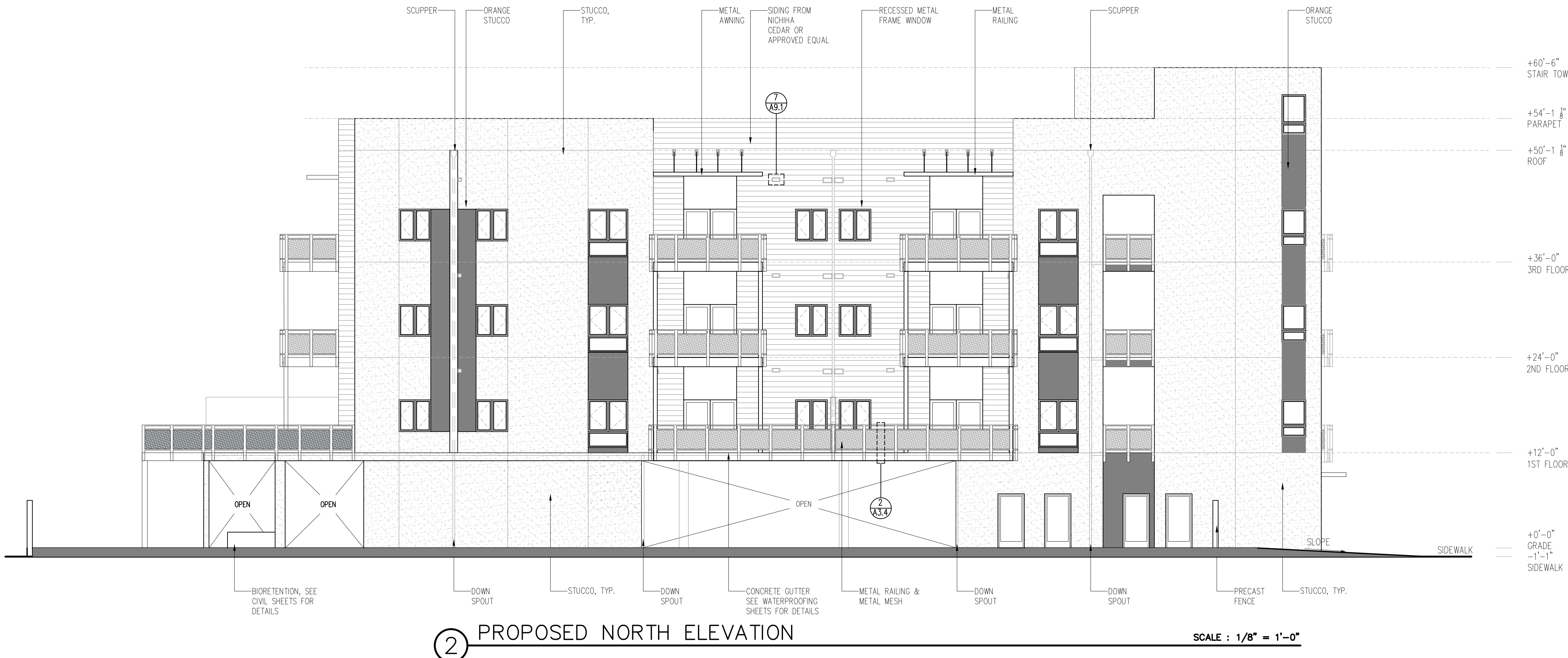
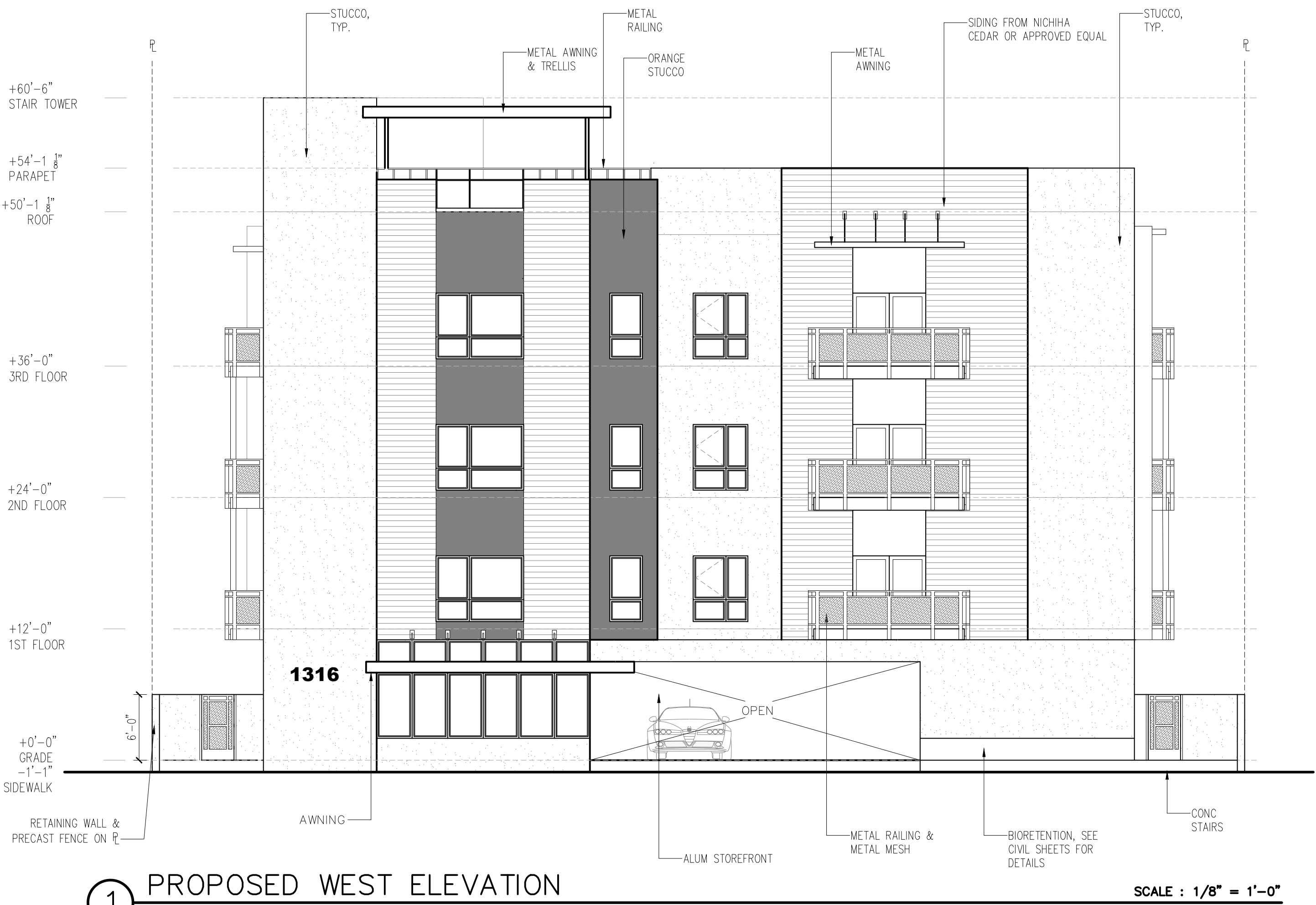
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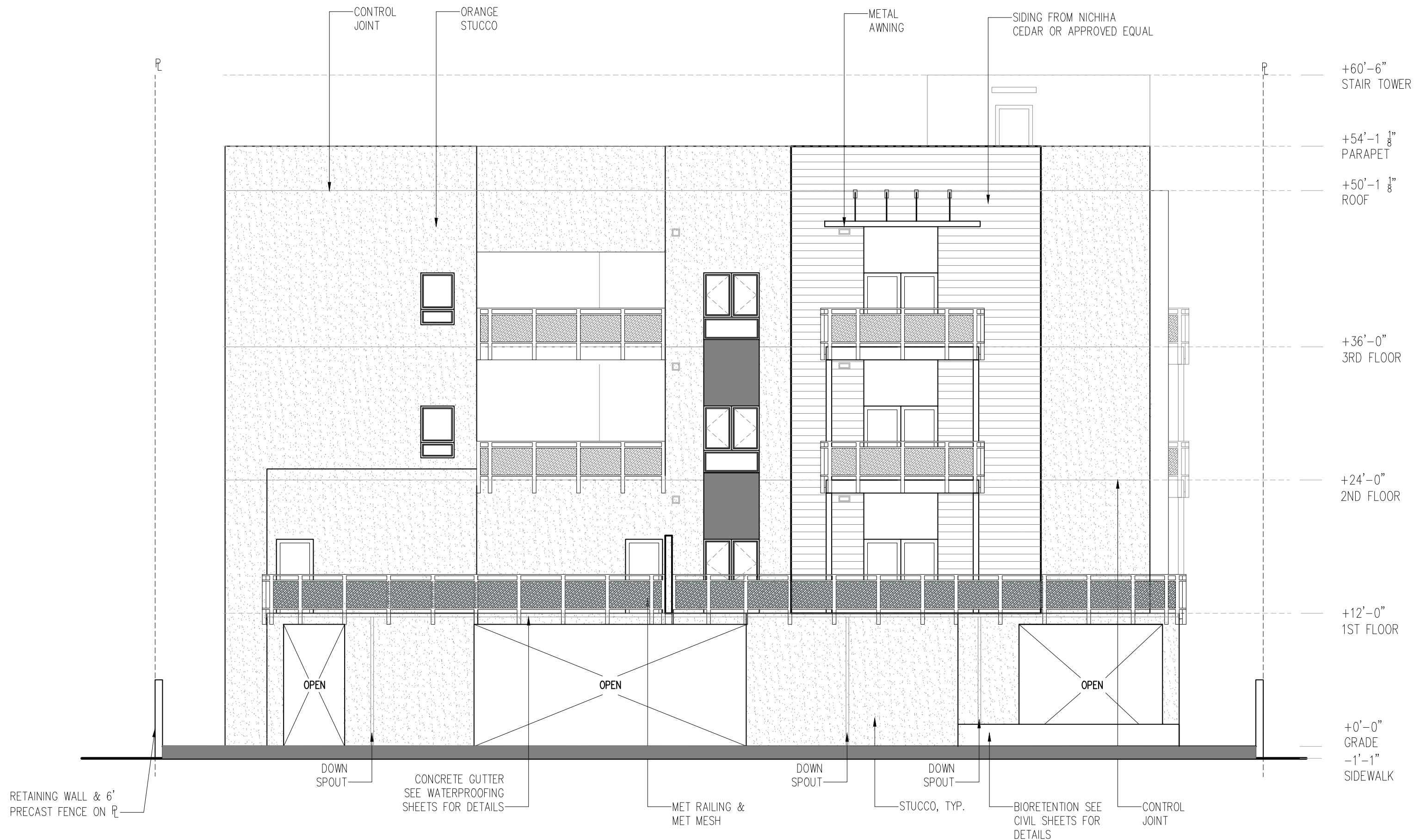
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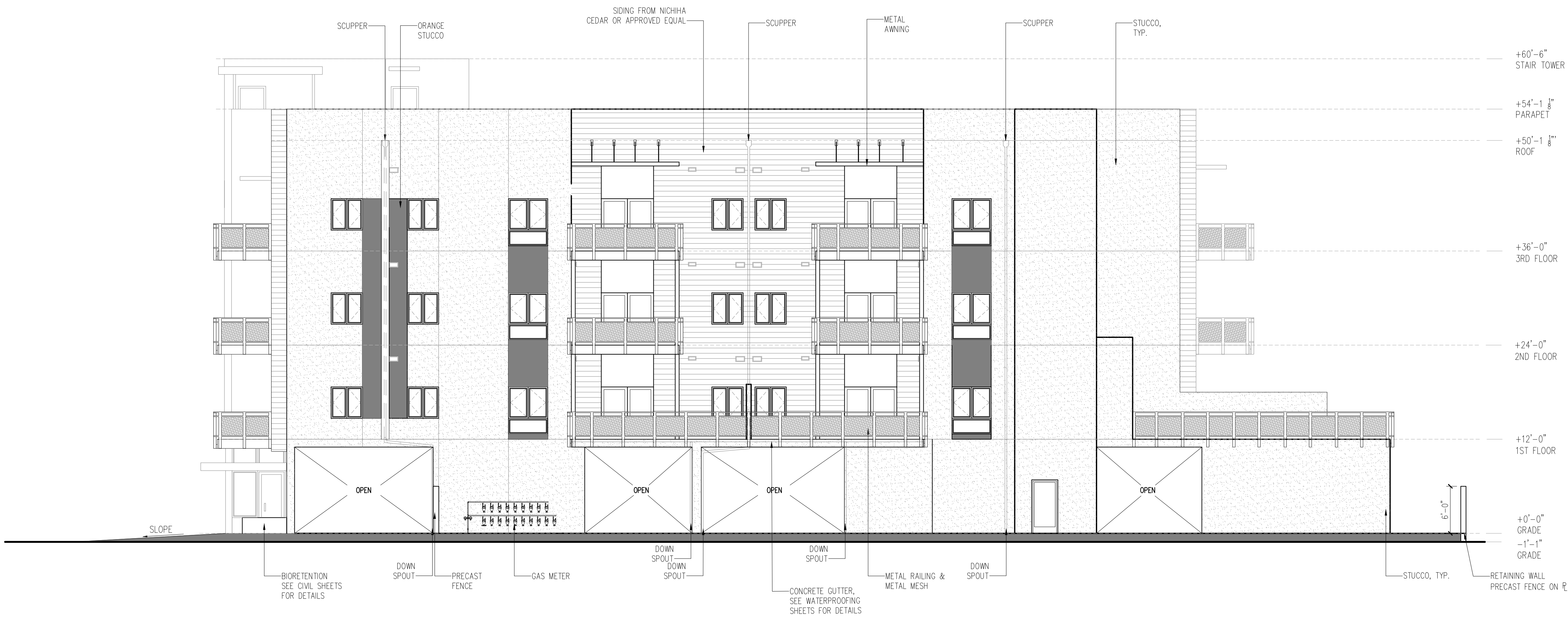
SHEETS IN SET _____





1 PROPOSED EAST ELEVATION

SCALE : 1/8" = 1'-0"



2 PROPOSED SOUTH ELEVATION

SCALE : 1/8" = 1'-0"

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :
PROPOSED
ELEVATIONS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

SHEETS IN SET A3.2

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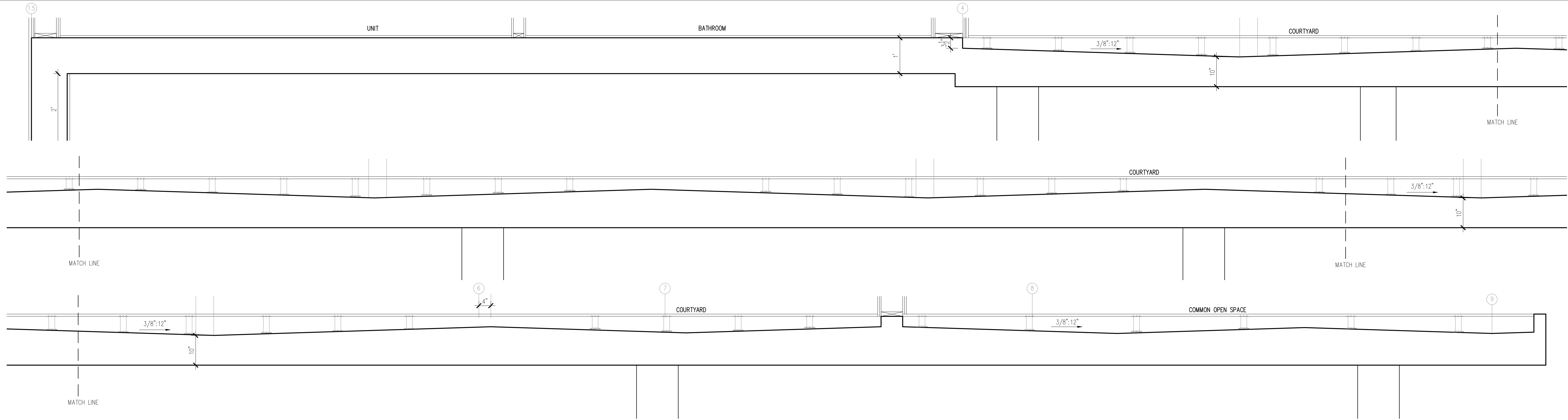
SECTIONS

A3.4
SHEETS IN SET _____

GENERAL NOTES :

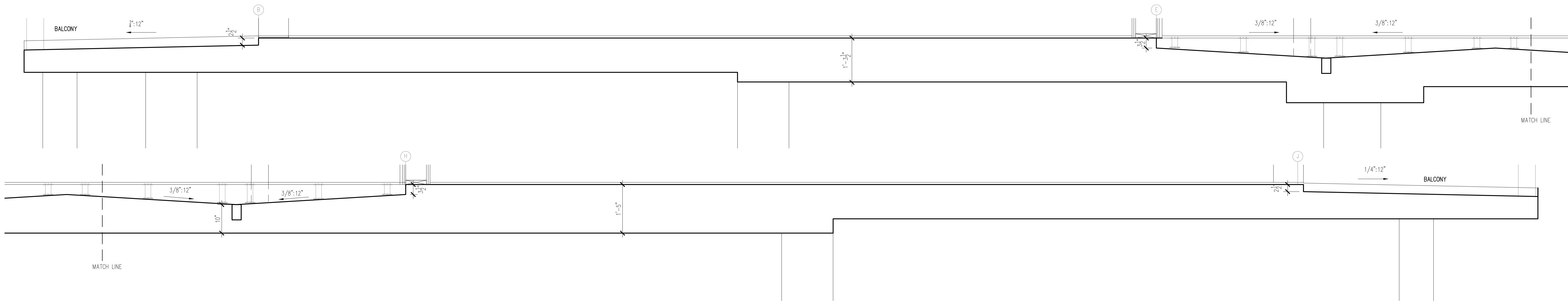
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① ENLARGED SLAB SECTION

SCALE : 3/4"=1'-0"



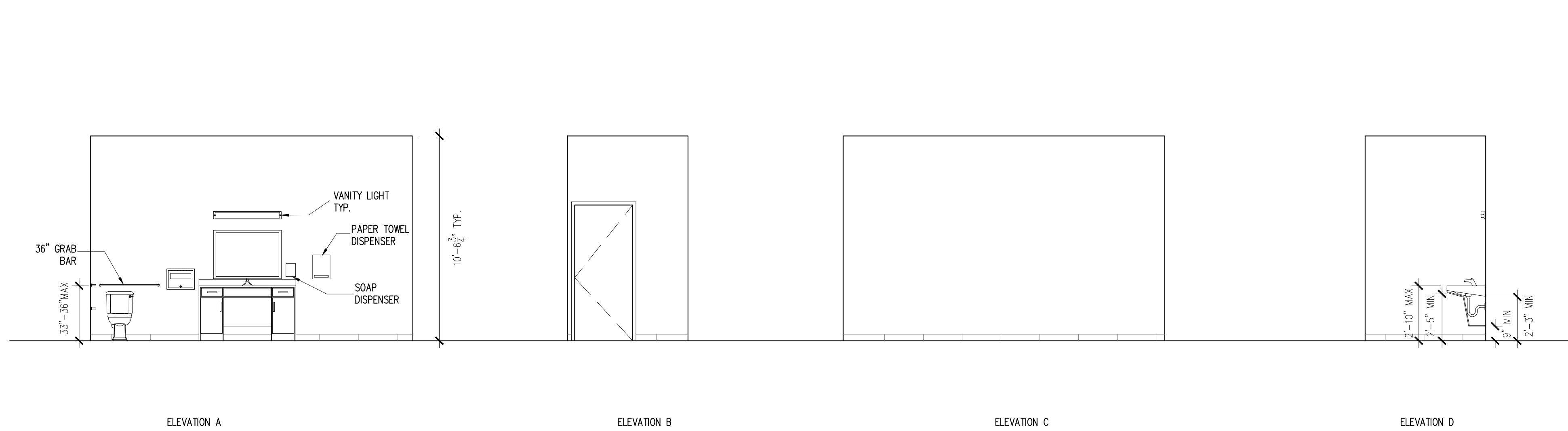
② SECTION A-A ENLARGED SLAB SECTION

SCALE : 3/4"=1'-0"

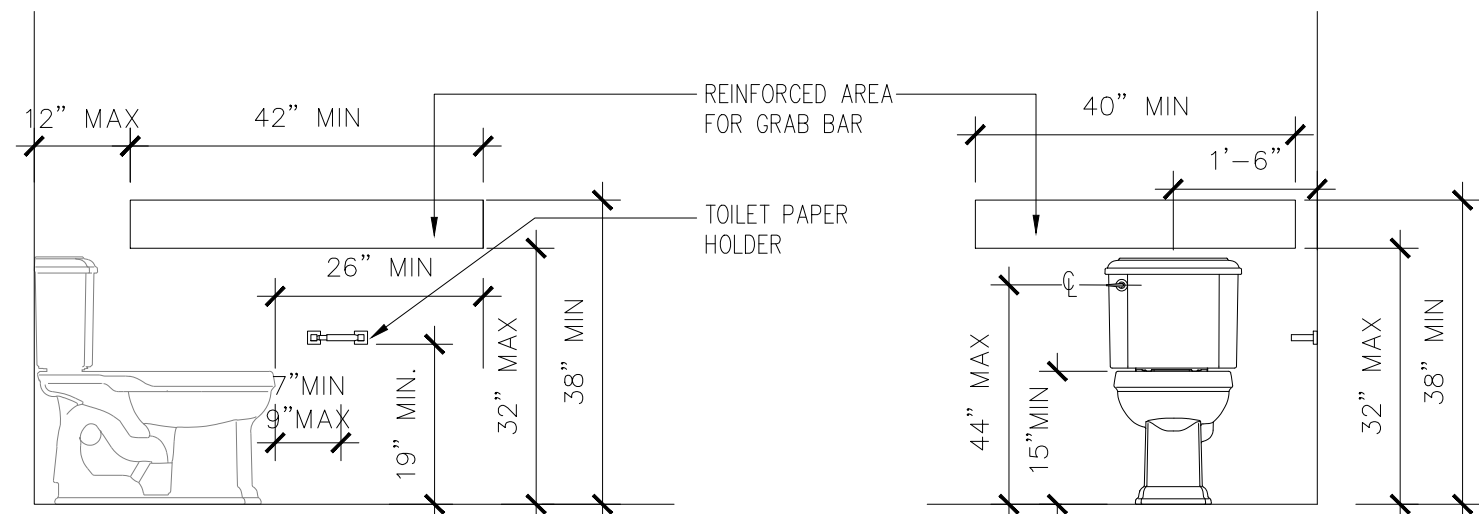


③ ENLARGED SLAB SECTION

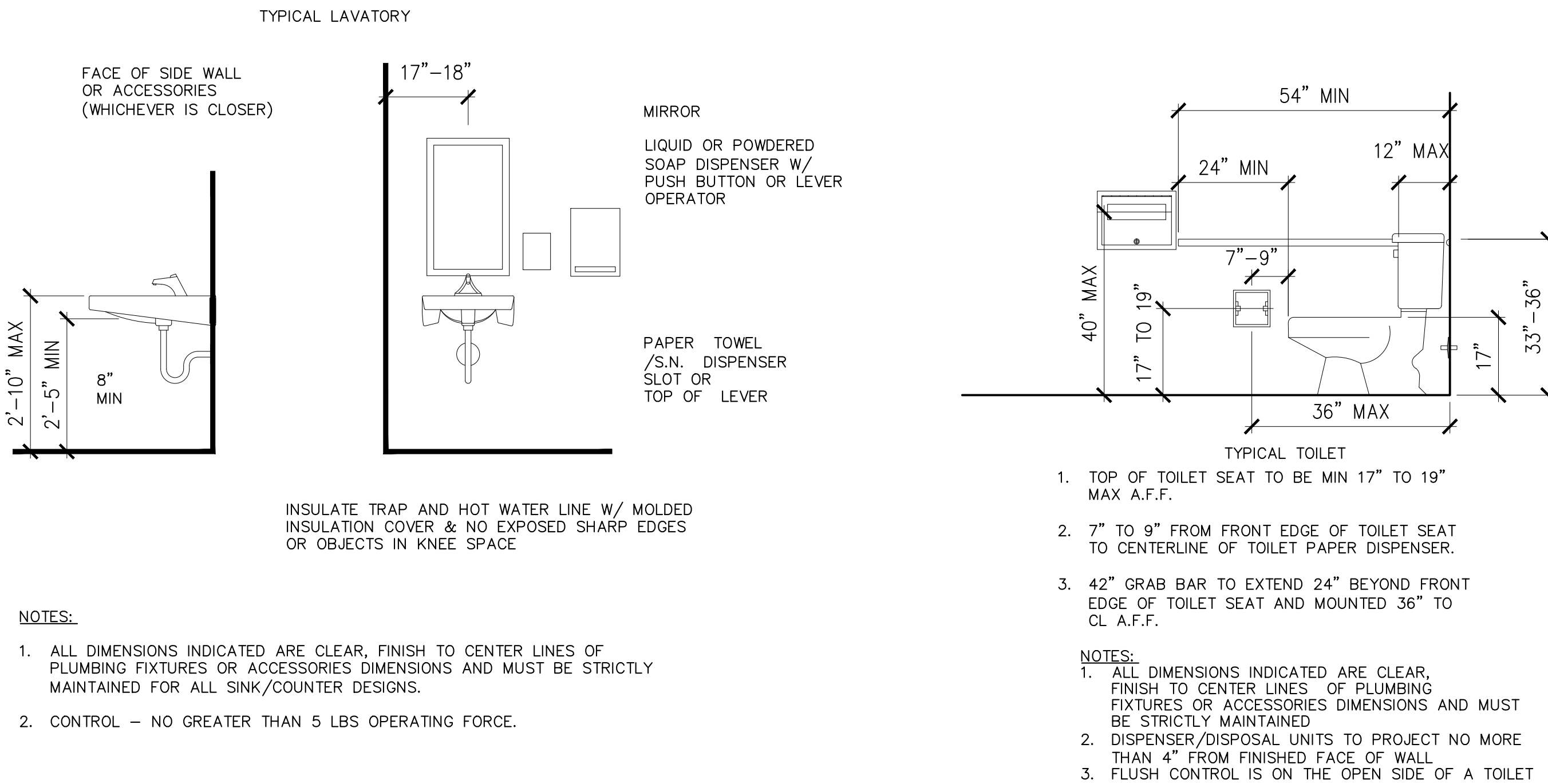
SCALE : 3/4"=1'-0"



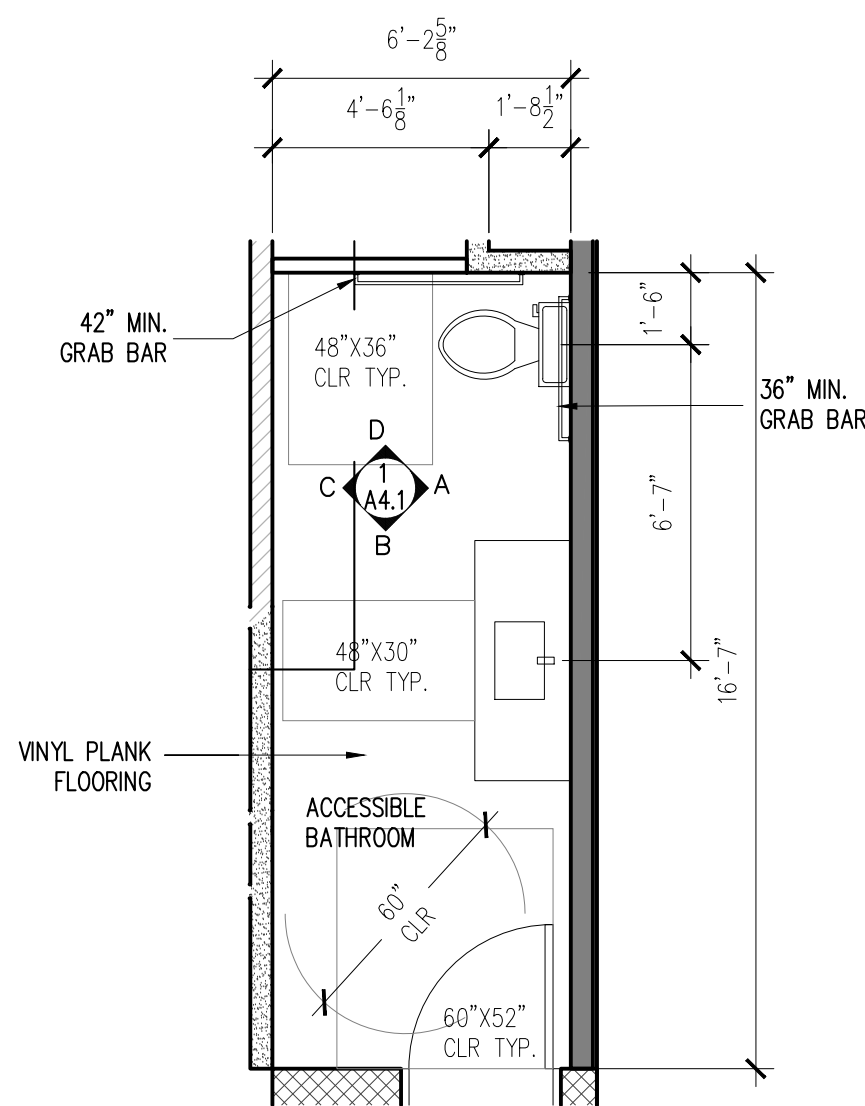
1 ALL GENDER BATHROOM SCALE : 1/4"=1'-0"



1B WATER CLOSET DETAIL IN ADAPTABLE BATHROOMS IN UNITS SCALE : 1/2"=1'-0"



1C WATER CLOSET DETAIL IN ADAPTABLE BATHROOMS IN UNITS SCALE : 1/2"=1'-0"



- GENERAL SHEET NOTES
- ACCESSIBLE BATHROOMS:
- PROVIDE 30"x48" CLEAR SPACE IN FRONT OF: LAVATOIRES (PARALLEL APPROACH), TUBS (PARALLEL APPROACH). PROVIDE 36"x48" CLEAR SPACE IN FRONT OF: TOILETS (PARALLEL APPROACH).
 - THERE SHOULD BE 17" MINIMUM TO 18" MAXIMUM CLEAR FROM SIDEWALL OR PARTITION TO CENTERLINE OF TOILET WITH 36" CLEAR AREA.
 - PROVIDE MIN 15" HEIGHT ABOVE FINISH FLOOR FOR TOILET SEAT.
- PROVIDE MAX. 5 LB. FLUSH CONTROL OPERATION AT 44" MAX. ABOVE FINISH FLOOR WITH CONTROLS ON WIDE SIDE OF THE TOILET AREAS. FLUSH CONTROLS AS WELL AS LAVATORY FAUCET CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WAIST.
- PROVIDE MAX. 5 LB. CONTROL OPERATION AT LAVATORY FAUCETS.
- ALL ELECTRICAL RECEPTACLE, SWITCH AND CONTROL HEIGHTS MEET CBC 1142A REQUIREMENTS.
 - REFER TO DETAIL 8/A9.4 FOR ACCESSIBLE SINK CLEARANCES.
 - REFER TO DETAIL 6/A9.4 FOR THE LOCATION OF TOILET PAPER AND PAPER TOWEL DISPENSERS.
 - WHERE MIRRORS OR TOWEL FIXTURES ARE PROVIDED THEY SHALL BE MOUNTED WITH THE BOTTOM EDGE NO HIGHER THAN 40 INCHES FROM THE FLOOR.
 - DRAWERS AND CABINET DOORS NEED TO HAVE SLOW-CLOSING HINGES, A RESILIENT MATERIAL NEED TO BE PLACED AT THE CLOSURE CONTACT POINTS.
- GRAB BAR REINFORCING:
- SEE DETAIL 1B/A4.1 FOR LOCATION AND INSTALLATION OF BATHROOM GRAB BAR REINFORCING.
 - WHERE INTERIOR ELEVATIONS ARE NOT SHOWN, THE FOLLOWING GRAB BAR INSTALLATION REQUIREMENTS APPLY.
 - WHERE THE TOILET IS PLACED ADJACENT TO A SIDE WALL, REINFORCEMENT SHALL BE INSTALLED ON BOTH SIDES OR ONE SIDE AND THE BACK. IF REINFORCEMENT IS INSTALLED AT THE BACK, IT SHALL BE A MIN. OF 6" NOMINAL IN HEIGHT. THE BACKING SHALL BE A MINIMUM OF 40" IN LENGTH. REINFORCEMENT INSTALLED AT THE SIDE OF THE TOILET SHALL BE INSTALLED 32"-38" ABOVE THE FLOOR. THE REINFORCEMENT SHALL BE INSTALLED A MAX. OF 12" FROM THE REAR WALL AND SHALL EXTEND A MIN. OF 26" IN FRONT OF THE WATER CLOSET STOOL. THE GRAB BAR REINFORCEMENT SHALL BE A MINIMUM OF 6" NOMINAL IN HEIGHT.
 - WHERE THERE IS NO SIDEWALL ADJACENT TO THE WATER CLOSET TO WHICH GRAB BARS CAN BE MOUNTED, USE FOLD-AWAY GRAB BAR INSTALLATION.
 - WHERE A TUB IS INSTALLED WITH SURROUNDING WALLS, GRAB BAR REINFORCEMENT SHALL BE INSTALLED ON EACH END OF THE BATHTUB 32" TO 38" ABOVE THE FLOOR, EXTENDING A MINIMUM OF 24" ALIGNED WITH THE FRONT EDGE OF THE BATHTUB TOWARD THE BACK WALL OF THE BATHTUB. THE GRAB BAR REINFORCEMENT SHALL BE A MINIMUM OF 6" NOMINAL IN HEIGHT. GRAB BAR REINFORCEMENT SHALL BE INSTALLED ON THE BACK WALL OF THE BATHTUB COMMENCING A MAX. OF 6" ABOVE THE BATHTUB RIM AND EXTENDING UPWARD TO A POINT MINIMUM OF 38" ABOVE THE FLOOR. THE GRAB BAR BRACKING SHALL BE INSTALLED HORIZONTALLY A LENGTH TO PERMIT THE INSTALLATION OF A 48" GRAB BAR WITH EACH END A MAX. OF 6" FROM THE END WALLS OF THE BATHTUB. THE GRAB BAR REINFORCEMENT SHALL BE A MIN. OF 6" NOMINAL IN HEIGHT.
 - WALL REINFORCEMENTS FOR FUTURE GRAB BAR INSTALLATIONS SHALL BE CAPABLE OF GRAB BAR INSTALLATIONS THAT WILL SUPPORT A 250-POUND FORCE.

STERLING
A KOHLER COMPANY

Accord®
60" x 30" Smooth Bath/Shower with Backer Boards
71240118

Features

- Modular design allows it to be moved around corners and through doorways with ease.
- Durable high gloss finish.
- Above-floor-drain (AFD) rough-in.
- Smooth walls with integrated shelves for ample storage.
- Wall surround includes Age-in-Place backer boards for future grab bar installation.
- 17-1/4" (438 mm) bath depth (floor to top of threshold).
- 60" (1524 mm) x 30" (762 mm) x 74-1/4" (1886 mm) complete unit finished dimensions.

Material

- Compression molded from our exclusive Vikrell® material.

Installation

- Four-piece modular design with pivot "snap together" installation.
- Caulk-less seam installation.

Recommended Accessories

71247103 ADA Adaptable Grab Bar Kit, Series 7124
71147104 30" Bath Seat Kit

Components

Product includes:
71244106 60"x 30" Wall Set with Backer Boards
71141118 60" x 30" AFD Bath with Backer Board

Codes/Standards

CSA BAS-SIA/PMO Z124
ASTM E162
ASTM E662
GreenGuard UL 2818 - Gold
HUD, UM Bulletin 73

STERLING® Warranty - Fixtures Made of Solid Vikrell Material
See website for detailed warranty information.

Available Color/Finishes
Color tiles intended for reference only.

Color	Code	Description
0	White	
96	KOHLER Biscuit	

USA/Canada: 1-800-STERLING (1-800-783-7546)
Kohler Co. reserves the right to make revisions without notice to product specifications.
For the most current Specification Sheet, go to www.sterlingplumbing.com.
7-28-2017 06:58

STERLING
A KOHLER COMPANY

Accord®
60" x 30" Smooth Bath/Shower with Backer Boards
71240118

Technical Information

All product dimensions are nominal.

Installation:

3-Wall Alcove

Drain location: Left

Basin area, bottom: 46-1/4" x 20-1/2" (1175 mm x 521 mm)

Basin area, top: 52-1/4" x 22-1/2" (1327 mm x 572 mm)

Water depth: 11" (279 mm)

Water capacity: 34 gal (128.7 L)

Minimum flat for door: 2-3/4" (70 mm)

Door height required: 56-1/2" (1435 mm)

Door width required: 56-3/4" (1441 mm)

Notes

Install this product according to the installation instructions.

Product is designed to be used with a single-hole mixer valve with an escutcheon cover not to exceed 7-3/4" (197 mm) in width.

Studs should be positioned roughly as shown.

Bath cannot be installed without the wall surround.

Attach grab bars at the specified backer board locations only.

Width shifts from 60" (1524 mm) at front to 59-3/8" (1508 mm) at back. Use 1/4" (6 mm) furring strips at back for drywall over nailing-in flange installation.

ADA adaptable when grab bars and seat are installed per the specific requirements of these regulations.

For ADA compliance, select a mixer valve location that will not interfere with control wall grab bars.

Note: Right and left end walls are the same, only mirrored.

Backer board locations

USA/Canada: 1-800-STERLING (1-800-783-7546)
Kohler Co. reserves the right to make revisions without notice to product specifications.
For the most current Specification Sheet, go to www.sterlingplumbing.com.
7-28-2017 06:58

1C ACCORD BATH TUB

PROJECT :

CONSULTANT :

SHEET NAME :

BATHROOM DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

SHEETS IN SET

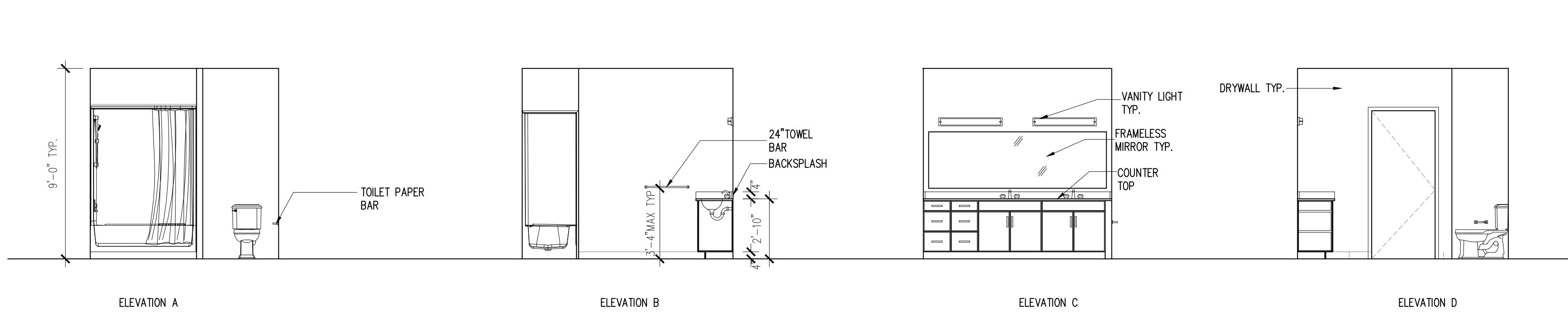
A4.1

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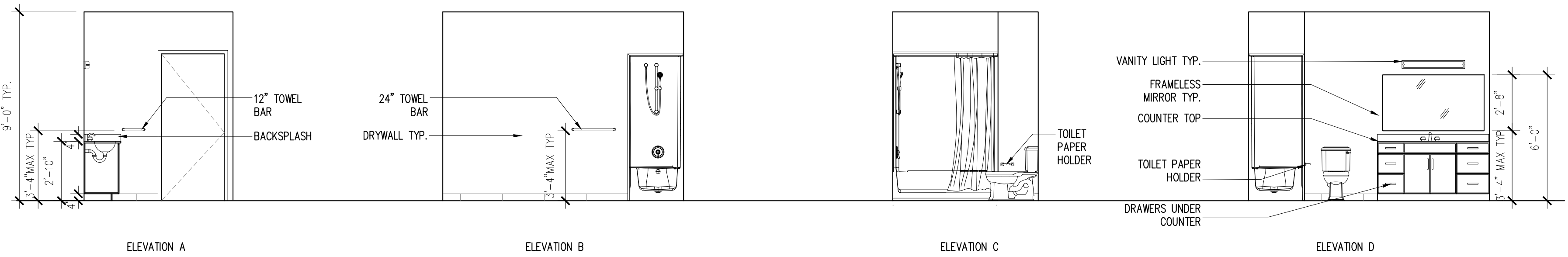
REVISIONS

BY



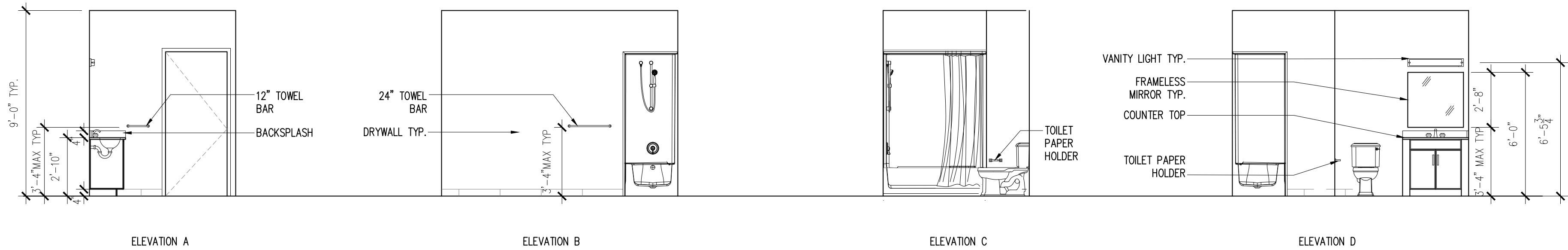
① TYPE A – MASTER BATHROOM DETAILS

SCALE : 1/4"=1'-0"



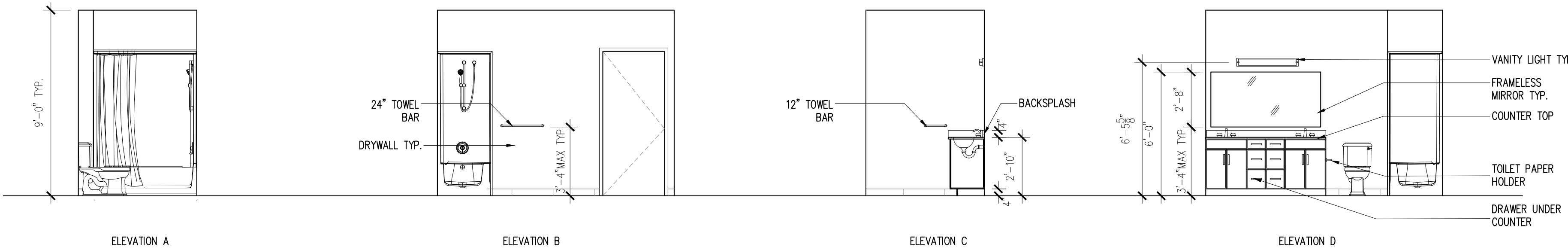
② TYPE F & C – ACCESSIBLE ADAPTABLE BATHROOM DETAILS

SCALE : 1/4"=1'-0"



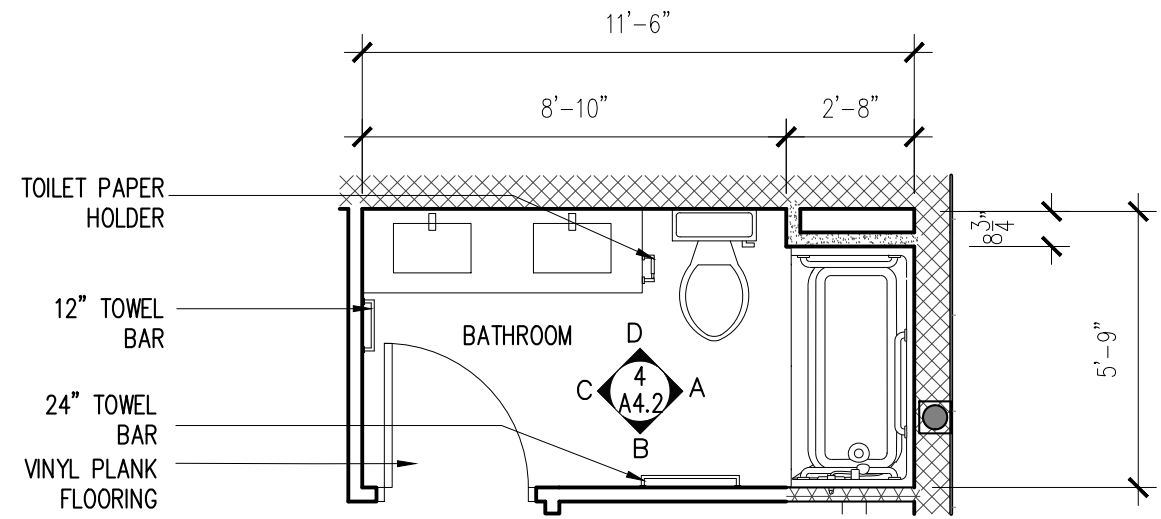
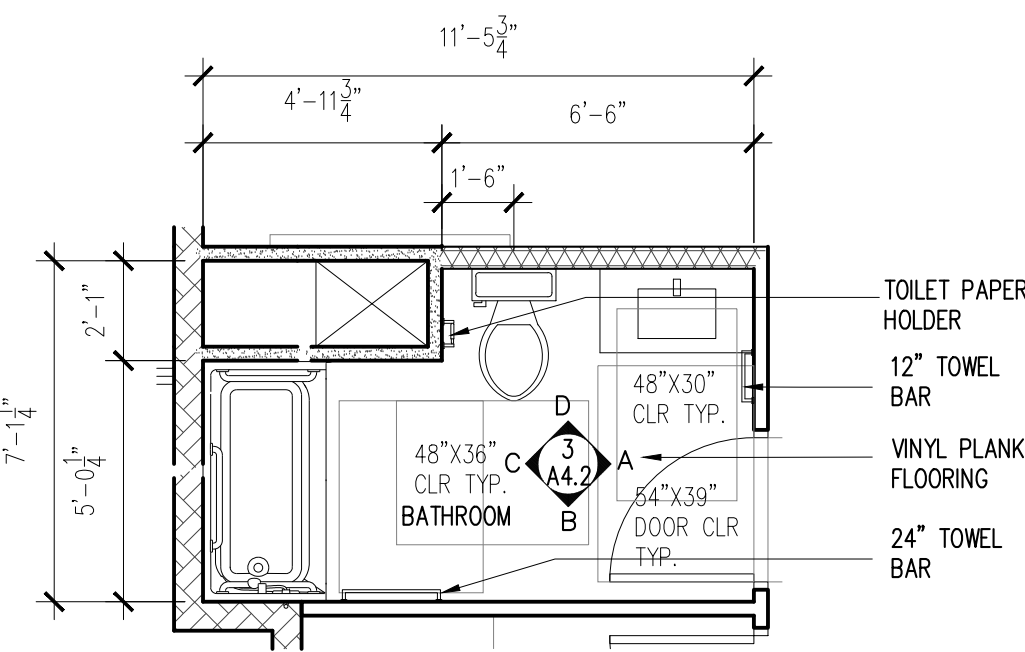
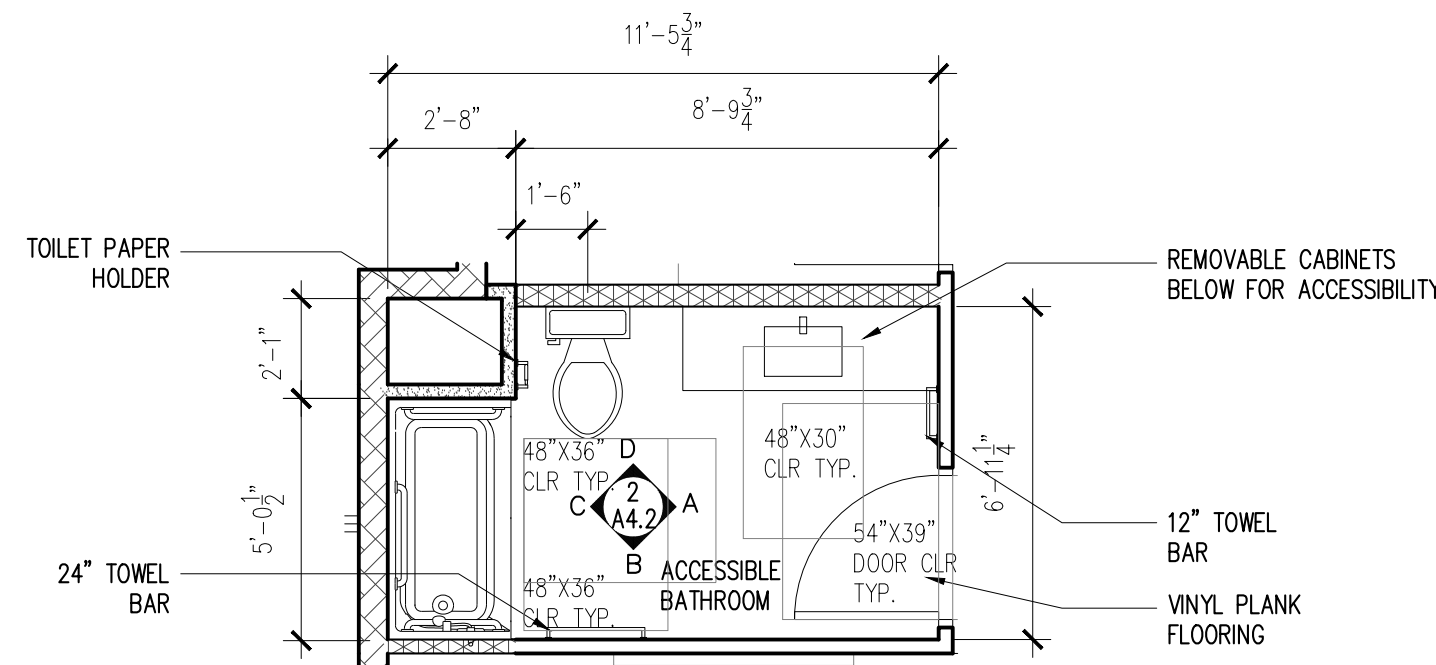
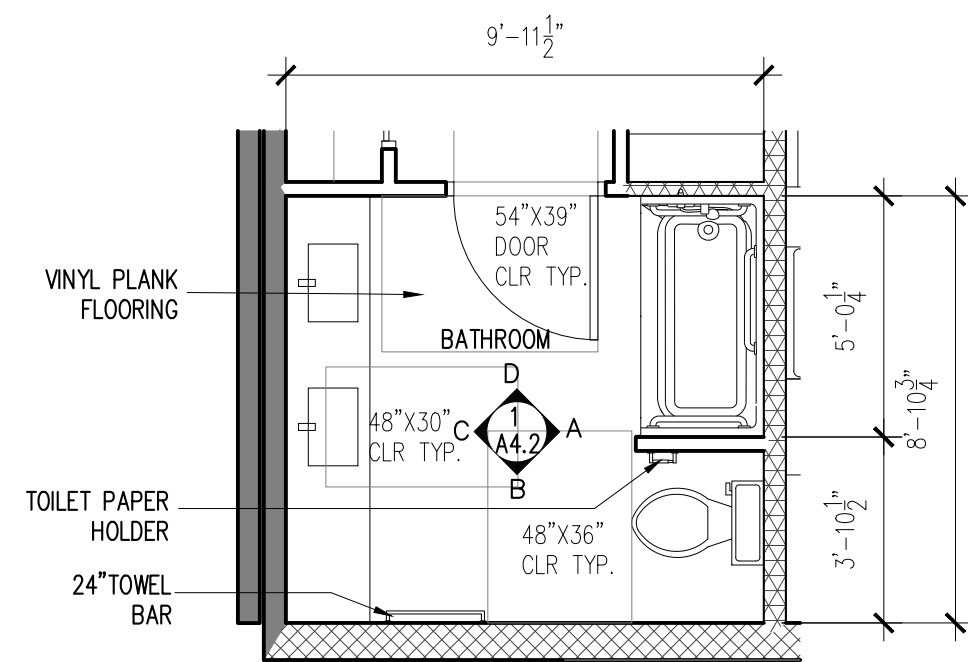
③ TYPE F UNIT 203 ONLY – ACCESSIBLE ADAPTABLE BATHROOM DETAILS

SCALE : 1/4"=1'-0"



④ TYPE F & C – MASTER BATHROOM DETAILS

SCALE : 1/4"=1'-0"



- 1.5. The seat must have an occupant restraint for use by the occupant of the seat and the restraint must meet the standards for operable controls in compliance with Section 11384.4.
2. Be capable of unassisted operation from both the deck and water levels.
3. Be stable and not permit unintended movement when a person is getting into or out of the seat.
4. Be designed to have a live-load capacity of not less than 300 pounds.
5. Be positioned so that, if the pool has water of different depths, it will place the operator into water that is at least 2 feet (610 mm) deep.
6. Be capable of lowering the operator at least 18 inches (457 mm) below the surface of the water.

SECTION 1142A
ELECTRICAL RECEPTACLE,
SWITCH AND CONTROL HEIGHTS

1142A.1 **Receptacle heights.** Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located no more than 48 inches (1219 mm) measured from the top of the receptacle outlet box nor less than 15 inches (381 mm) measured from the bottom of the receptacle outlet box to the level of the finished floor or working platform. If the reach is over a physical barrier or an obstruction (for example, a kitchen base cabinet), receptacles shall be located within the reach ranges specified in Section 11384.3. Physical barriers or obstructions shall not extend more than 25 inches (635 mm) from the wall beneath the receptacle.

Receptacle outlets that do not satisfy these specifications are acceptable provided that comparable receptacle outlets, that perform the same functions, are provided within the same area and are accessible.

Exceptions:

1. Receptacle outlets installed as part of permanently installed baseboard heaters are exempt.
2. Required receptacle outlets shall be permitted in floors when adjacent to sliding panels or walls.
3. Baseboard electrical outlets used in relocatable partitions, window walls or other electrical conveyance floor outlets are not subject to the minimum height requirements.
4. This section shall not apply to existing buildings when the enforcing agency determines that compliance with these standards would create an unreasonable hardship.

1142A.2 **Switch and control heights.** Controls or switches intended to be used by the occupant of the room or area to control lighting and receptacle outlets, appliances, alarms or cooling, heating and ventilating equipment shall be located no more than 48 inches (1219 mm) measured from the top of the outlet box nor less than 15 inches (381 mm) measured

from the bottom of the outlet box to the level of the finished floor or working platform. If the reach is over a physical barrier or an obstruction (for example, a kitchen base cabinet), switches and controls shall be located within the reach ranges specified in Section 11384.3. Physical barriers or obstructions shall not extend more than 25 inches (635 mm) from the wall beneath a switch or control.

Switches and controls that do not satisfy these specifications are acceptable provided that comparable controls or outlets, that perform the same functions, are provided within the same area and are accessible.

SECTION 1143A
SIGNAGE

1143A.1 **General.** When signs and/or identification devices are provided they shall comply with this section.

When both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs - one with visual, and one with tactile characters, shall be provided.

Exception: Signs need not be provided within dwelling units.

Note: See Section 11274.7 for additional signage requirements applicable to sanitary facilities, and Section 11244 for additional signage requirements applicable to elevators.

1143A.2 **Identification signs.** When signs identify permanent rooms and spaces of a building or site, they shall comply with Sections 1143A.1, 1143A.5, 1143A.6 and 1143A.7.

Exception: Exterior signs that are not located at the door to the space they serve shall not be required to comply with Section 1143A.6.

1143A.3 **Directional and informational signs.** When signs direct to or give information about permanent rooms and spaces of a building or site, they shall comply with Sections 1143A.5.

1143A.4 **Accessibility signs.** When signs identify direct or give information about accessible elements and features of a building or site, they shall include the appropriate symbol of accessibility and shall comply with Section 1143A.5.

1143A.5 **Visual characters.** Signs with visual characters shall comply with this section.

1. **Finish and content.** Characters and their background shall have a non-reflective finish. Characters shall contrast with their background, either light on a dark background or dark on a light background.

2. **Character type.** Characters shall be uppercase, lowercase or a combination of both. Characters shall be conventional in form, and shall not be italic, oblique, script, highly decorative, or of other unusual forms.

3. **Proportions.** Characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum, of the height of the uppercase letter "T".

CONSULTANT :

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SHEET NAME :

BATHROOM DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

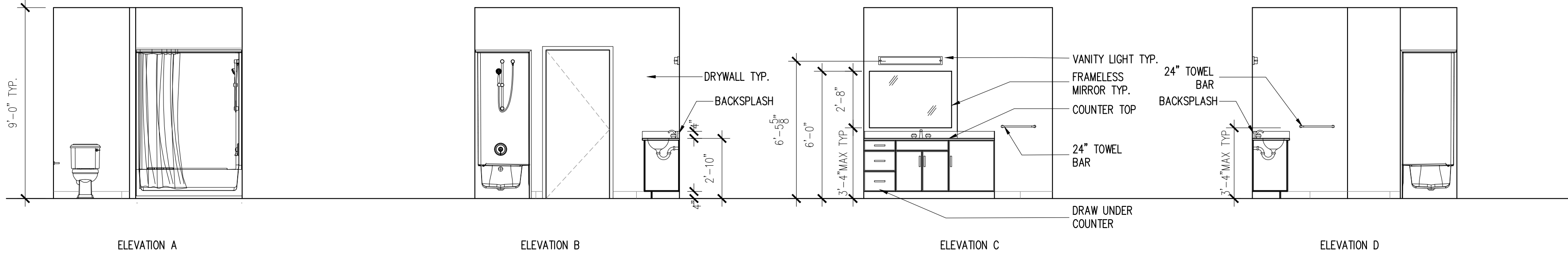
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JOB No.: 18.10.01

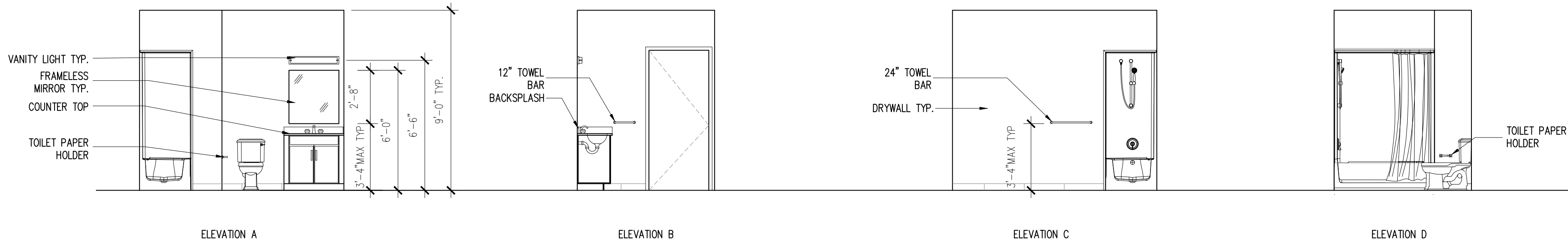
SHEET No.:

SHEETS IN SET

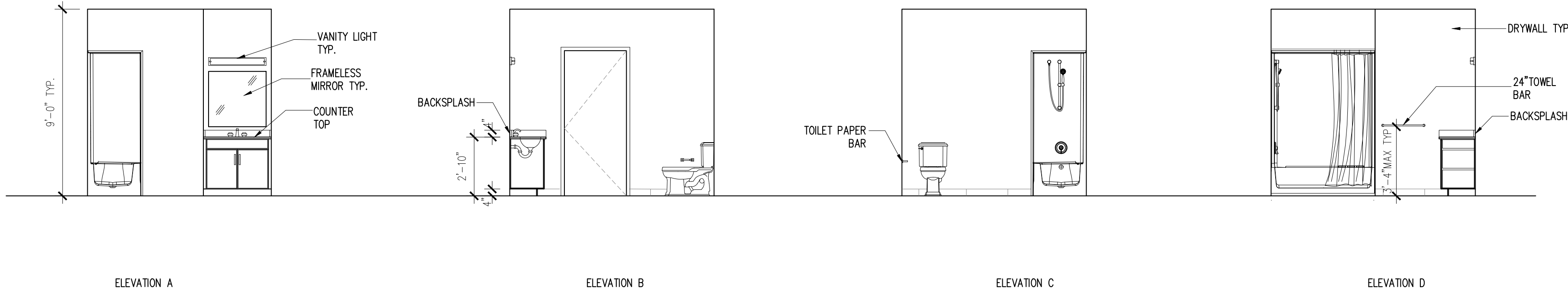
A4.2



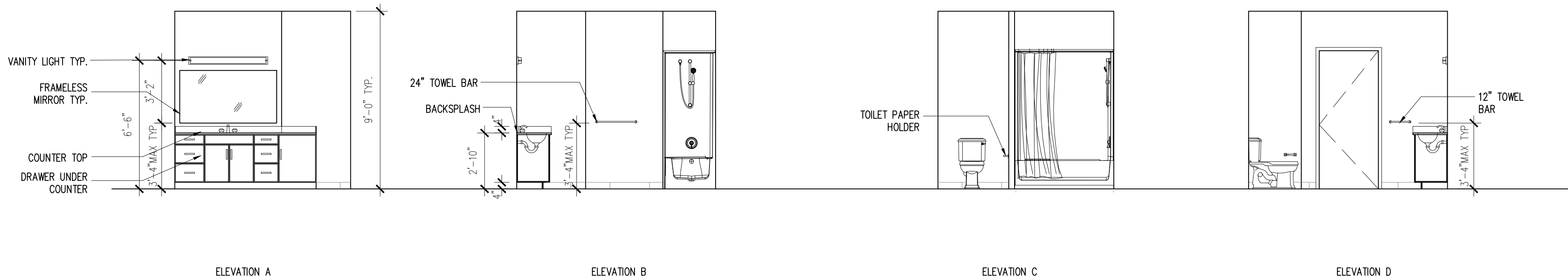
① TYPE E – MASTER BATHROOM DETAILS SCALE : 1/4"=1'-0"



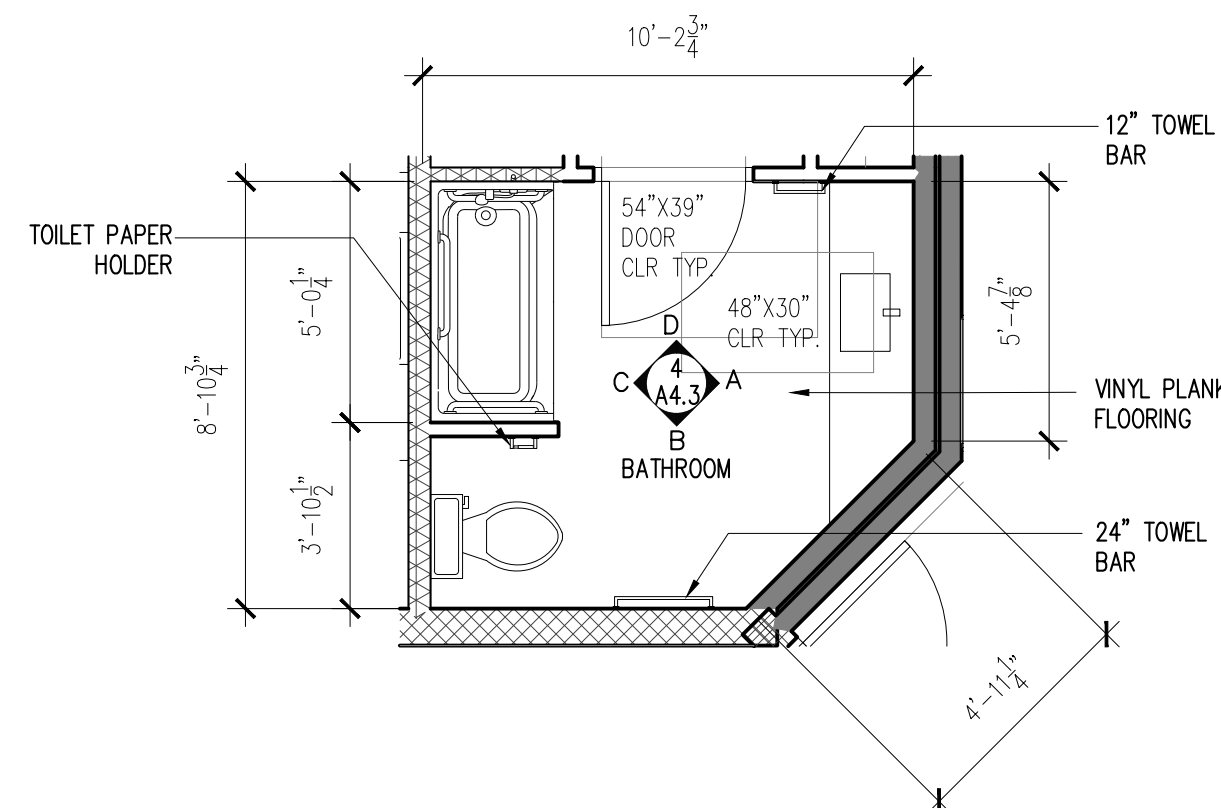
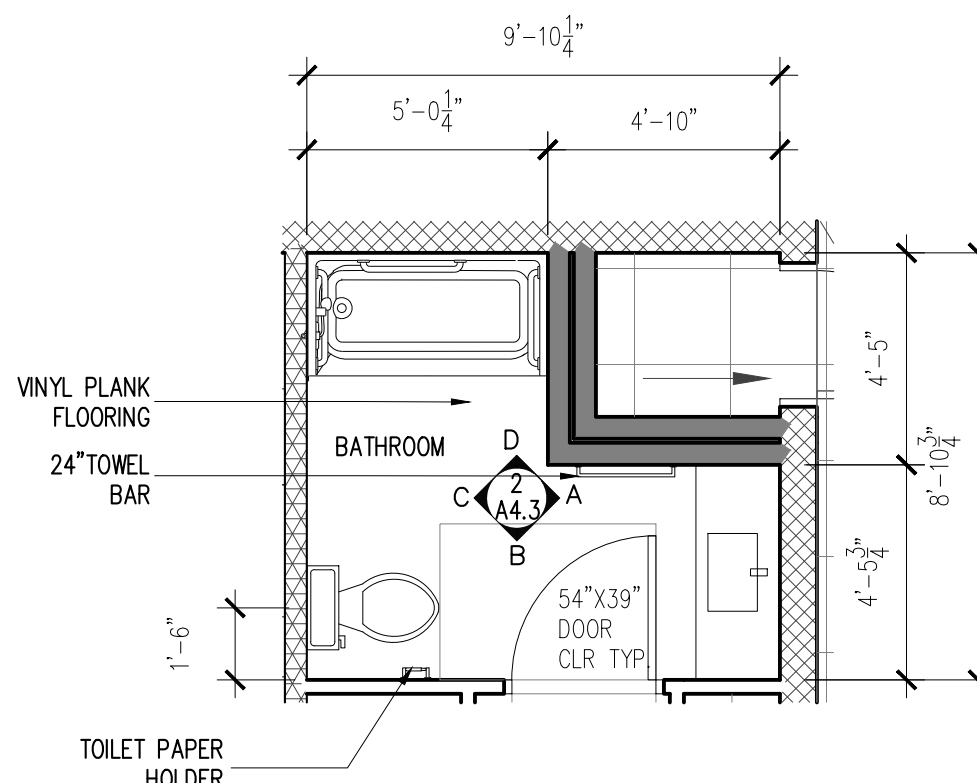
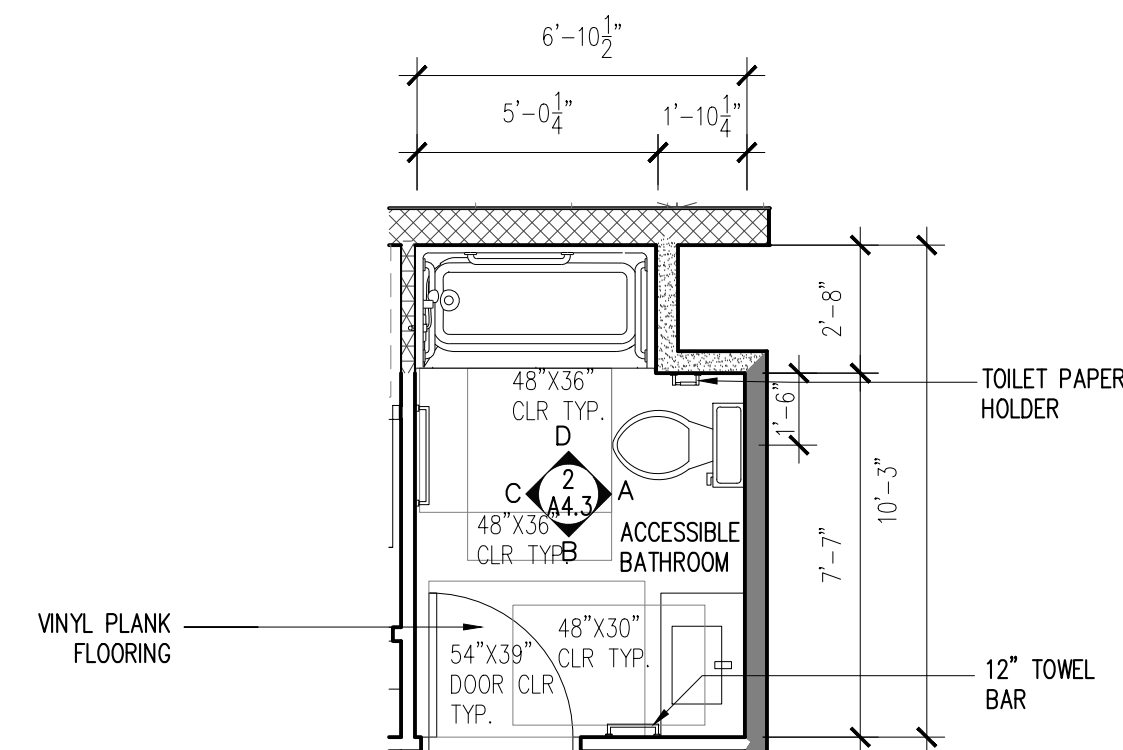
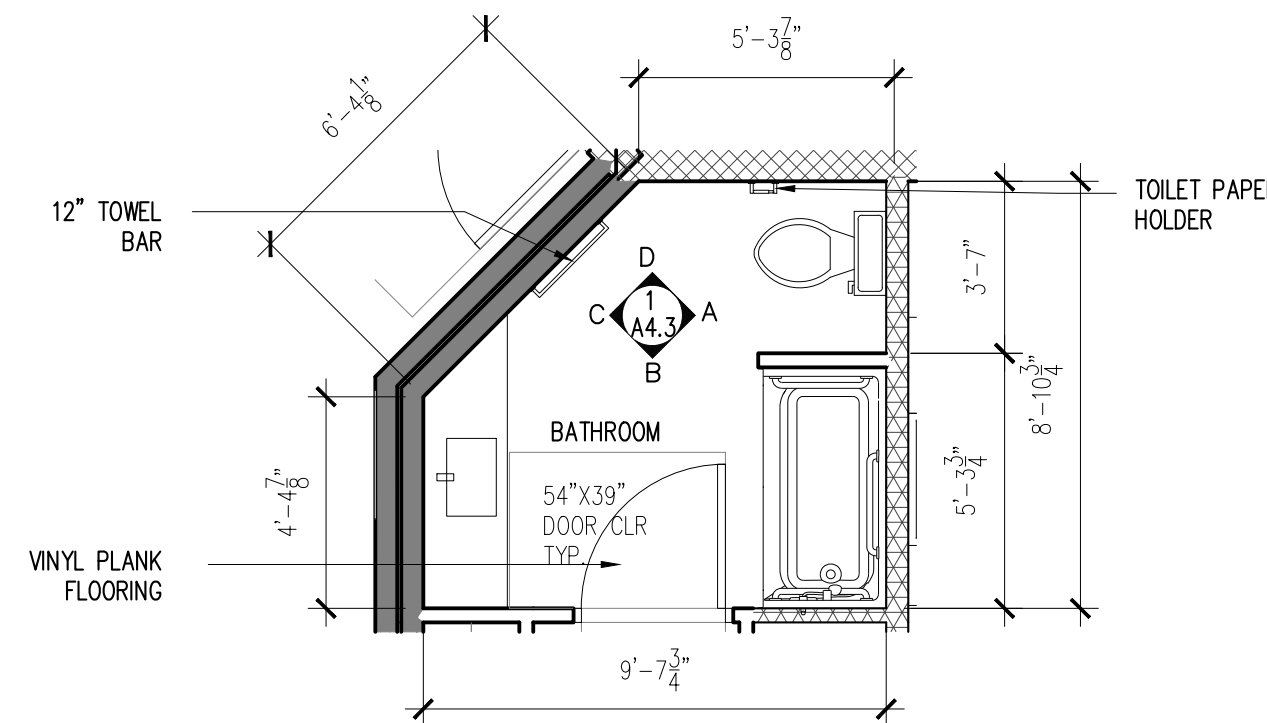
② TYPE A,B,D,E – ADA ACCESSIBLE BATHROOM DETAILS SCALE : 1/4"=1'-0"



② TYPE D – MASTER BATHROOM DETAILS SCALE : 1/4"=1'-0"



③ TYPE B – MASTER BATHROOM DETAILS SCALE : 1/4"=1'-0"



1.5. The seat must have an occupant restraint for use by the occupant of the seat and the restraint must meet the standards for movable controls, in compliance with Section 11384.4.4.

2. Be capable of unassisted operation from both the deck and water levels.

3. Be stable and not permit unintended movement when a person is getting into or out of the seat.

4. Be designed to have a live-load capacity of not less than 300 pounds.

5. Be positioned so that, if the pool has water of different depths, it will place the operator into water that is at least 3 feet (914 mm) deep.

6. Be capable of lowering the operator at least 18 inches (457 mm) below the surface of the water.

SECTION 1142A ELECTRICAL RECEPTACLE, SWITCH AND CONTROL HEIGHTS

1142A.1 Receptacle heights. Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located no more than 48 inches (1219 mm) measured from the top of the receptacle outlet box nor less than 15 inches (381 mm) measured from the bottom of the receptacle outlet box to the level of the finished floor or working platform. If the reach is over a physical barrier or an obstruction (for example, a kitchen base cabinet), receptacles shall be located within the reach ranges specified in Section 11434.5. Physical barriers and obstructions shall not extend more than 25 inches (635 mm) from the wall beneath the receptacle.

Receptacle outlets that do not satisfy these specifications are acceptable provided that comparable receptacle outlets, that perform the same functions, are provided within the same area and are accessible.

Exceptions:

- Receptacle outlets installed as part of permanently installed baseboard heaters are exempt.
- Required receptacle outlets shall be permitted in floors when adjacent to sliding panels or walls.
- Baseboard electrical outlets need in relocatable partitions, window walls or other electrical convenience floor outlets are not subject to the minimum height requirements.
- This section shall not apply to existing buildings when the enforcing agency determines that compliance with these standards would create an unreasonable hardship.

1142A.2 Switch and control heights. Controls or switches intended to be used by the occupant of the room or area to control lighting and receptacle outlets, appliances, alarms or cooling, heating and ventilating equipment shall be located no more than 48 inches (1219 mm) measured from the top of the outlet box nor less than 15 inches (381 mm) measured

HOUSING ACCESSIBILITY

SECTION 1143A SIGNAGE

1143A.1 General. When signs and/or identification devices are provided they shall comply with this section.

When both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs - one with visual and one with tactile characters, shall be provided.

Exception: Signs need not be provided within dwelling units.

Note: See Section 1127A.7 for additional signage requirements applicable to sanitary facilities, and Section 1124A for additional signage requirements applicable to elevators.

1143A.2 Identification signs. When signs identify permanent rooms and spaces of a building or site, they shall comply with Sections 11434.1, 11434.5, 11434.6 and 11434.7.

Exception: Exterior signs that are not located at the door to the space they serve shall not be required to comply with Section 11434.6.

1143A.3 Directional and informational signs. When signs direct to or give information about permanent rooms and spaces of a building or site, they shall comply with Sections 11434.5, 11434.6 and 11434.7.

1143A.4 Accessibility signs. When signs identify direct or give information about accessible elements and features of a building or site, they shall include the appropriate symbol of accessibility and shall comply with Section 11434.5.

1143A.5 Visual characters. Signs with visual characters shall comply with this section.

- Finish and contrast.** Characters and their background shall have a non-glare finish. Characters shall contrast with their background, either light on a dark background or dark on a light background.
- Character type.** Characters shall be uppercase, lowercase or a combination of both. Characters shall be conventional in form, and shall not be italic, oblique, script, highly decorative, or of other unusual forms.
- Proportions.** Characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I".

CONSULTANT :

GENERAL NOTES :

- THIS SHEET IS PART OF A SET & IS NOT TO BE USED ALONE.
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SHEET NAME :

BATHROOM DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

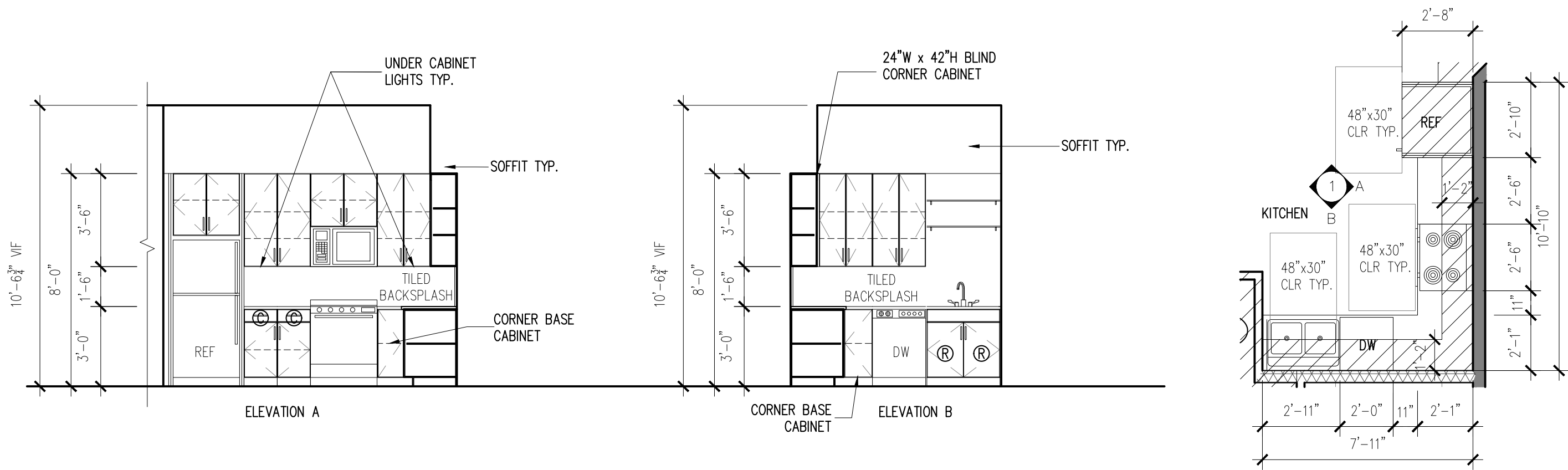
SCALE: AS SHOWN

JOB No.: 18.10.01

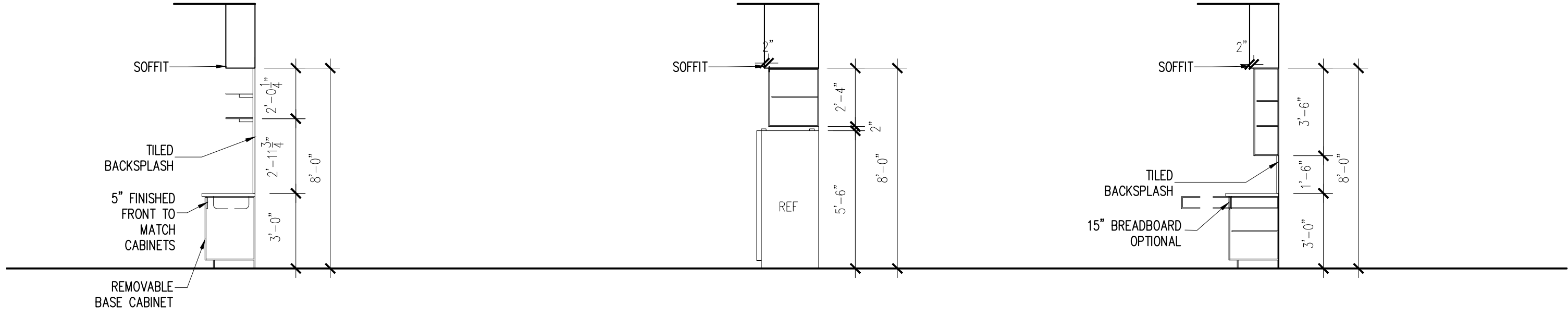
SHEET No.:

SHEETS IN SET

A4.3



- ⑧ = 30" REMOVABLE BASE CABINET FOR ACCESSIBLE
⑨ = TWO 15" DRAWER WITH CUTTING BOARD FOR ACCESSIBLE

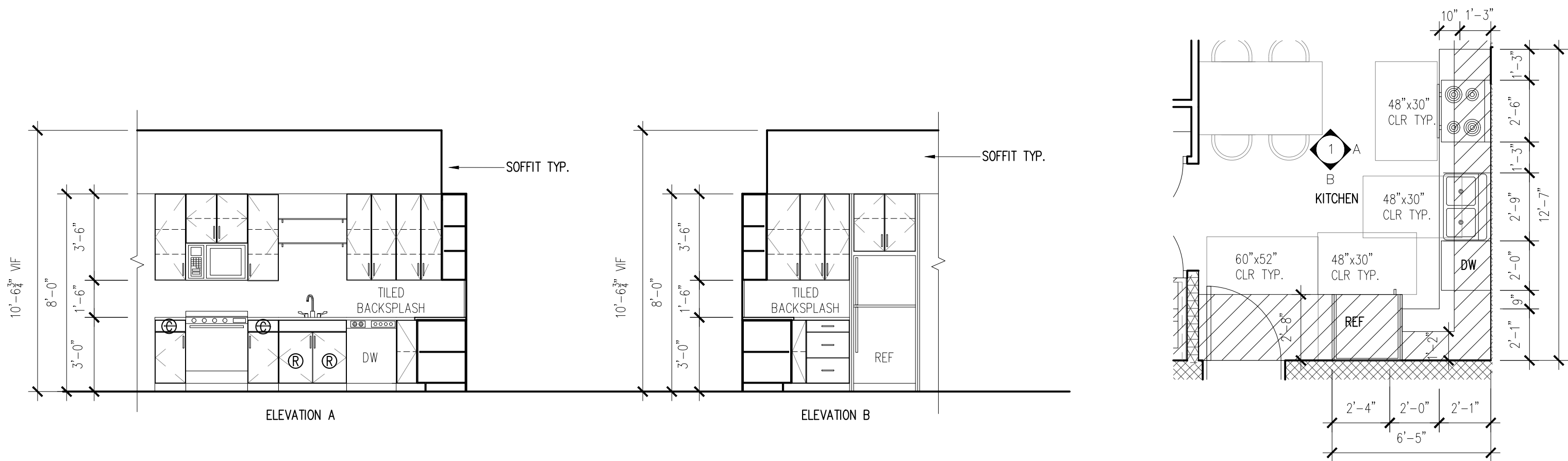


① UNIT TYPE F KITCHEN

SCALE : 1/4"=1'-0"

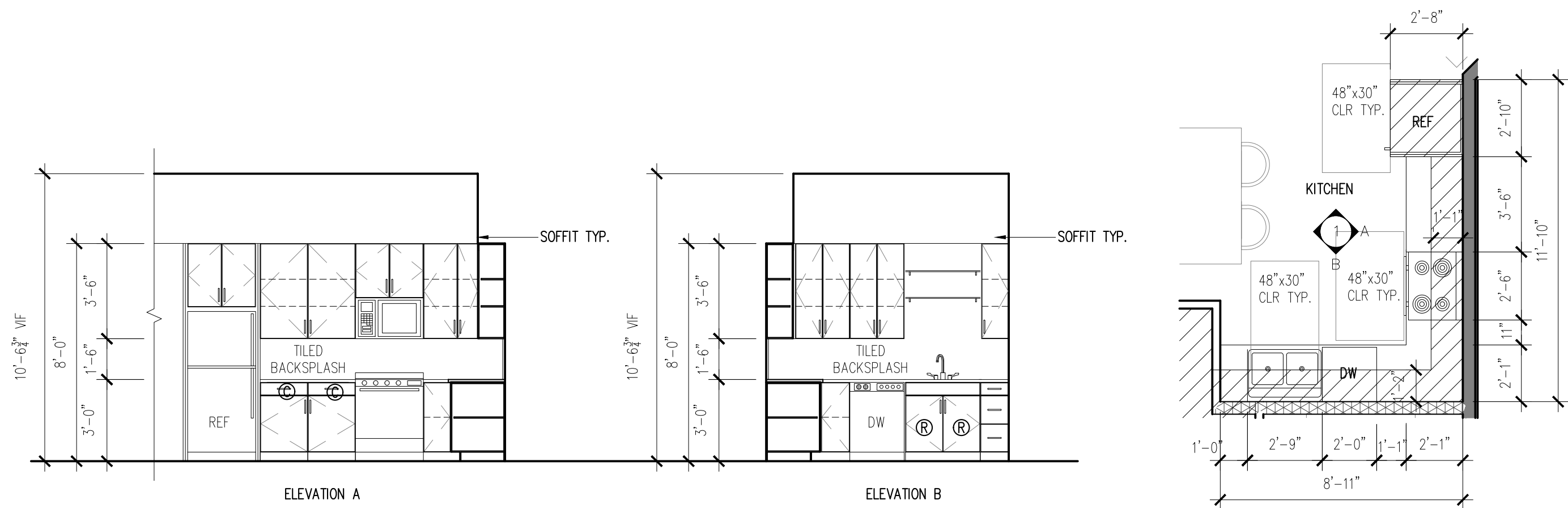
① TYPICAL SECTION THROUGH CABINETS

SCALE : 1/4"=1'-0"



① UNIT TYPE A,B,D,E KITCHEN

SCALE : 1/4"=1'-0"



① UNIT TYPE C KITCHEN

SCALE : 1/4"=1'-0"

GENERAL SHEET NOTES

KITCHEN NOTES:

- ALL OTHER KITCHEN DESIGNS SHALL PROVIDE A MINIMUM CLEAR WIDTH OF AT LEAST 48 INCHES.
- MINIMUM CLEAR WIDTH IS MEASURED BETWEEN ANY CABINET, COUNTERTOP, OR THE FACE OF ANY APPLIANCE (EXCLUDING HANDLES AND CONTROLS) THAT PROJECTS INTO THE KITCHEN AND THE OPPOSING CABINET, COUNTERTOP, APPLIANCE OR WALL.
- KITCHEN FAUCET CONTROLS TO BE LEVER OPERATED PER SECTION 1133A.6
- LOWER SHELVING SHALL BE NO HIGHER THAN 48" PER SECTION 1133A.5
- REMOVABLE CABINETS AT ALL ADAPTABLE UNITS, BASE CABINETS AT KITCHEN SINKS, INCLUDING TOE BOARD AND SHELVING SHALL BE REMOVABLE WITHOUT USE OF SPECIALIZED TOOLS OR SPECIALIZED KNOWLEDGE TO PROVIDE MIN. 30" CLEARANCE FOR WHEELCHAIRS. PROVIDE FINISHED CABINET SIDE PANELS UNDER AND BEHIND INDICATED LENGTH OF REMOVABLE BASE CABINETS.
- HOT WATER AND DRAIN PIPES ACCESSIBLE UNDER SINKS SHALL BE INSULATED OR OTHERWISE COVERED THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER SINKS.
- SINKS SHALL BE PROVIDED WITH FAUCET CONTROLS WHICH DO NOT REQUIRE TIGHT GRASPING, PUNCHING, OR TWISTING OF THE WRIST, AND CAN BE USED WITH SINGLE HAND.
- WHERE KITCHENS AND BATHROOMS ARE ALONG PARTY WALLS, THE DRAWERS AND CABINET DOORS SHOULD HAVE SLOW-CLOSING HINGES. A RESILIENT MATERIAL, SUCH AS FELT OR RUBBER, SHOULD BE PLACED AT THE CLOSURE CONTRACT POINTS.

CONSULTANT :

SHEET NAME :

KITCHEN DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

SHEETS IN SET

A5.1

GENERAL NOTES :

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BY

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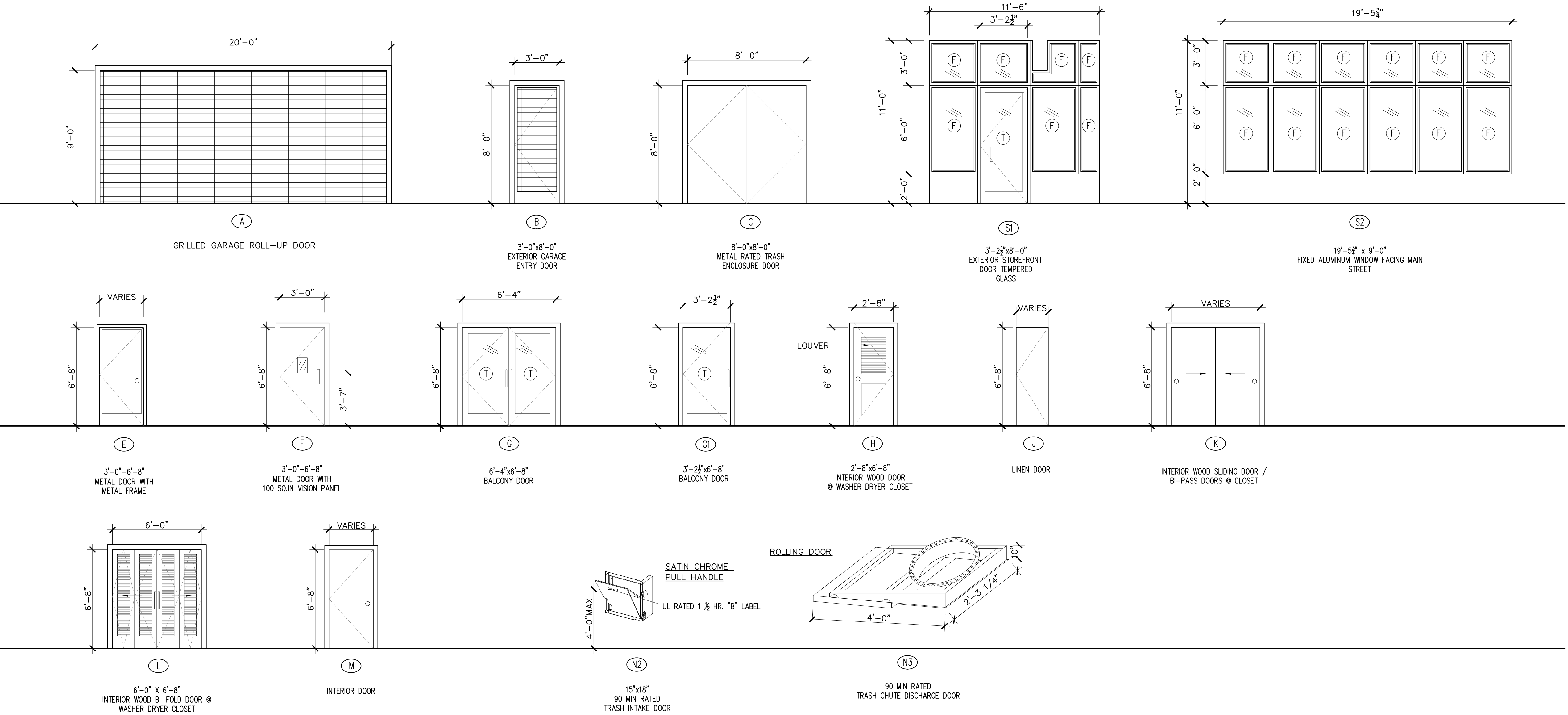
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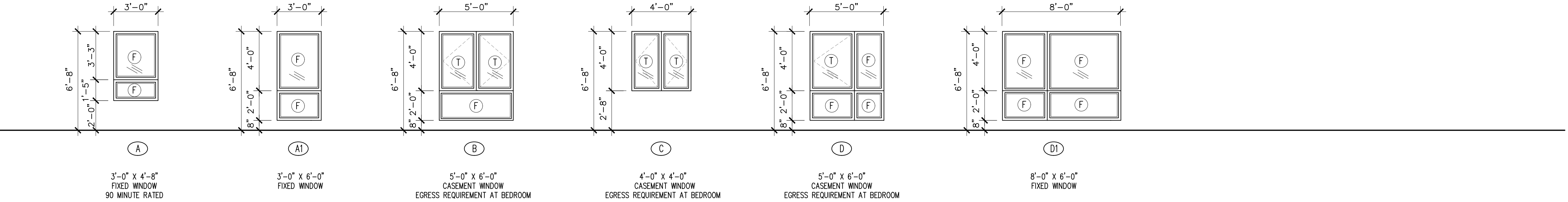
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DOOR TYPES



- NOTE 1:
- GENERAL CONTRACTOR AND SUB-CONTRACTORS TO CHECK WITH WINDOW AND DOOR MANUFACTURER TO CONFIRM ROUGH OPENING SIZES FOR ALL WINDOWS AND DOORS PRIOR TO ANY FRAMING.
- NOTE 2:
- A. ALL EXTERIOR DOORS TO HAVE WEATHER SEAL AND MADE WATER TIGHT.
 - A. ROUGH OPENINGS AS PER MANUFACTURER'S SPECIFICATIONS.
 - B. ALL RATED DOORS TO HAVE SMOKE SEALS.
 - D. ALL EXTERIOR DOORS TO HAVE TEMPERED GLASS AND SOLID CORE WOOD DOORS HAVING STILES AND RAILS NOT LESS THAN 1-3/8" WITH INTERIOR FIELD PANEL THICKNESS NO LESS THAN 1 1/4" THICK
 - E. ALL LEVEL DIFFERENCES FOR ALL EXTERIOR OUTSWING DOORS THE LEVEL DIFFERENCE WILL NOT EXCEED 1/2".
 - G. ALL GLASS IN ANY EXTERIOR DOOR OR WINDOW WILL BE TEMPERED GLASS
 - H. PLEASE VERIFY ALL DOOR WIDTHS AND HEIGHTS FROM THE DOOR SCHEDULE. VERIFY ROUGH OPENING WITH MANUFACTURER, PLEASE NOTIFY ARCHITECT IN CASE OF ANY DISCREPANCY
 - I. PLEASE PROVIDE DOOR WINDOW SUBMITTAL TO ARCHITECT FOR REVIEWS ON TYPE OF DOOR AND SIZES, HARDWARE ETC.
 - J. FULLY FLASH ALL DOOR AND WINDOW OPENINGS - PROVIDE DRIP CAP THROUGHOUT
 - K. ALL UNIT ENTRY DOORS SHOULD HAVE THE HARDWARE
 - L. TRASH ENCLOSURE DOORS, ELEVATOR EQUIPMENT ROOM DOOR, TRASH ROOM DOOR, IDF ROOM DOOR AND UNIT ENTRY DOORS SHOULD BE GASKETED, REFER TO DETAIL A9.2-15

WINDOW TYPES



- WINDOW NOTE 1:
- A. ALL WINDOWS ARE DUAL PANE LOW E, TEMPERED GLASS AS NEEDED
 - A. ALL BEDROOM WINDOWS TO MEET EGRESS REQUIREMENTS. PROVIDE AN EMERGENCY EXIT DOOR OR WINDOW FROM BASEMENTS AND / OR SLEEPING ROOMS WITH A NET CLEAR WINDOW OPENING OF NOT LESS THAN 5.7 S.F., MINIMUM NET WINDOW OPENING HEIGHT DIMENSION OF 24", CLEAR MINIMUM NET WINDOW OPENING WIDTH DIMENSION OF 20" CLEAR, FINISHED SILL HEIGHT MAX. 44" ABOVE FLOOR PER CBC 2016 SECTION 1030.
 - B. ALL BATHROOM WINDOWS TO HAVE OBSCURE GLASS. SAFETY GLAZING SHOULD BE PROVIDED AT HAZARDOUS LOCATIONS, INCLUDING BUT NOT LIMITED TO, GLAZING WITHIN 18 INCHES OF A WALKING SURFACE, GLAZING IN DOORS & WINDOWS ADJACENT TO DOORS, GLAZING IN SHOWER AND BATHTUB ENCLOSURES, CBC 2016 SECTION 2406.4
 - C. PROVIDE SUBMITTALS FOR ALL WINDOWS.
 - D. VERIFY ROUGH OPENING SIZES WITH WINDOW MANUFACTURER.
 - E. SEE TITLE 24 FOR OTHER SPECIAL GLAZING INFORMATION.
 - F. FULLY FLASH ALL DOOR AND WINDOW OPENINGS - PROVIDE DRIP CAP THROUGHOUT
 - G. WINDOW AND DOOR HEADER HEIGHT IS MEASURED FROM CONCRETE SLAB / GYP-CRETE

- T = TEMPERED GLASS, TYP
F = FIXED WINDOW

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

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REVISIONS	BY
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△	
△	

SHEET NAME :

DOOR / WINDOW
TYPES

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A6.1

SHEETS IN SET

DOOR SCHEDULE - FIRST FLOOR										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR			GLASS TYPE		FRAME MATERIAL	DOOR HARDWARE	REMARKS
			SIZE WIDTH HEIGHT THK.					FINISH		
102	C	90 MIN	8'-0" 8'-0" 13/4"	METAL				PAINT	METAL	9 TRASH ENCLOSURE DOORS (PAIR)
103	B	—	3'-0" 8'-0" 13/4"	METAL				PAINT	METAL	5 GARAGE ENTRY DOOR
104	A	—	3'-0" 9'-0" 13/4"	METAL				PAINT	METAL	2 GRILLED ROLL UP GATE
105	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	3 STAIR #2 DOOR W/ PANIC HARDWARE
106	E	45 MIN	3'-0" 6'-8" 13/4"	SOLID CORE WOOD				PAINT	METAL	14 ELECTRIC COMMUNICATION ROOM
107	E	45 MIN	3'-0" 6'-8" 13/4"	SOLID CORE WOOD				PAINT	METAL	5 FIRE ALARM AND RISER DOOR
108	E	45 MIN	3'-0" 6'-8" 13/4"	SOLID CORE WOOD				PAINT	METAL	5 ERRC DOOR
109	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	3 STAIR #1 DOOR W/ PANIC HARDWARE

STOREFRONT SCHEDULE - FIRST FLOOR										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR			GLASS TYPE		FRAME MATERIAL	DOOR HARDWARE	REMARKS
			SIZE WIDTH HEIGHT THK.					FINISH		
101	S1	—	3'-2 1/2" 8'-0" 13/4"	ALUMINUM-GLASS				ANODIZED ALUM	ALUM	4 STOREFRONT LOBBY ENTRANCE DOOR
101	S2	—	— — — 13/4"	ALUMINUM-GLASS				ANODIZED ALUM	ALUM	4 STOREFRONT LOBBY ENTRANCE

DOOR SCHEDULE - SECOND FLOOR										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR					FRAME MATERIAL	DOOR HARDWARE	REMARKS
			SIZE WIDTH HEIGHT THK.							
201	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	11 STAIR #1 DOOR W/PANIC HARDWARE
202	F	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	8 TRASH ROOM DOOR ENTRY
203	N	90 MIN	0'-15" 0'-15" 13/4"	METAL				PAINT	METAL	1 TRASH CHUTE DOOR
204	N	90 MIN	0'-15" 0'-15" 13/4"	METAL				PAINT	METAL	1 TRASH CHUTE DOOR
205	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	13 COMMON AREA BATHROOM, GASKETED SEE A9.2-15
206	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT A ENTRY DOR
207	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT A BEDROOM DOOR
208	M	—	2'-2" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT A CLOSET DOOR
209	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT A BATHROOM DOOR
210	K	—	7'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT A CLOSET SLIDING DOOR
211	G1	—	3'-2 1/2" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	E UNIT A BALCONY DOOR
212	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT A BALCONY DOOR (PAIR)
213	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT A BEDROOM DOOR
214	M	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT A CLOSET DOOR
215	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT A CLOSET DOOR
216	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT A ADA BATHROOM DOOR
217	J	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT A LINEN CLOSET DOOR
218	H	—	2'-8" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT A WASHER DRYER CLOSET DOORS W/ LOUVERS
219	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT B ENTRY DOOR
220	H	—	2'-8" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT C WASHER DRYER CLOSET DOORS W/ LOUVERS
221	J	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT B LINEN CLOSET DOOR
222	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT B ADA BATHROOM DOOR
223	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT B BALCONY DOOR (PAIR)
224	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT B BEDROOM DOOR
225	M	—	2'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT B CLOSET DOOR
226	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT B BATHROOM DOOR
227	K	—	6'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT B CLOSET SLIDING DOOR
228	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT C ENTRY DOOR
229	L	—	6'-4" 6'-8" 13/8"	WOOD				PAINT	WOOD	G UNIT C WASHER DRYER CLOSET DOORS W/ LOUVERS
230	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT C BEDROOM DOOR
231	K	—	4'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT C CLOSET SLIDING DOOR
232	K	—	4'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT C CLOSET SLIDING DOOR
233	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT C BEDROOM DOOR
234	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT C ADA BATHROOM DOOR
235	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT C BALCONY DOOR (PAIR)
236	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT C BEDROOM DOOR
237	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT C WALK IN CLOSET DOOR
238	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT C BATHROOM DOOR
239	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	12 COMMUNITY OPEN SPACE DOOR
240	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	15 STAIR #2 DOOR W/PANIC HARDWARE
241	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	11 COMMUNITY OPEN SPACE DOOR W/PANIC HARDWARE
242	E	90 MIN	2'-8" 6'-8" 13/4"	METAL				PAINT	METAL	10 IDF DOOR
243	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT D ENTRY DOOR
244	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT D BEDROOM DOOR
245	M	—	2'-2" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT D CLOSET DOOR
246	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT D BATHROOM DOOR
247	K	—	6'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT D CLOSET SLIDING DOOR
248	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT D BALCONY DOOR (PAIR)
249	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT D BEDROOM DOOR
250	M	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT D CLOSET DOOR
251	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT D CLOSET DOOR
252	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT D ADA BATHROOM DOOR
253	J	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT D LINEN CLOSET DOOR
254	H	—	2'-8" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT D WASHER/DRYER DOORS WITH LOUVERS
255	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT E ENTRY DOOR
256	H	—	2'-8" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT E WASHER/DRYER DOORS WITH LOUVERS
257	J	—	2'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT E LINEN CLOSET DOOR
258	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT E ADA BATHROOM DOOR
259	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT E BALCONY DOOR (PAIR)
260	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT E BEDROOM DOOR
261	M	—	2'-2" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT E CLOSET DOOR
262	K	—	6'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT E CLOSET SLIDING DOOR
263	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT E BATHROOM DOOR
264	E	90 MIN	3'-0" 6'-8" 13/4"	METAL				PAINT	METAL	A UNIT F ENTRY DOOR
265	L	—	6'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	G UNIT F WASHER/DRYER DOORS WITH LOUVERS
266	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT F BEDROOM DOOR
267	K	—	4'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT F CLOSET SLIDING DOOR
268	K	—	4'-6" 6'-8" 13/8"	WOOD				PAINT	WOOD	D UNIT F CLOSET SLIDING DOOR
269	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT F BEDROOM DOOR
270	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT F ADA BATHROOM DOOR
271	G	—	6'-4" 6'-8" 13/4"	VINYL-GLASS				PAINT	METAL	F UNIT F BALCONY DOOR (PAIR)
272	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT F BEDROOM DOOR
273	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	C UNIT F WALK IN CLOSET DOOR
274	M	—	3'-0" 6'-8" 13/8"	WOOD				PAINT	WOOD	B UNIT F BATHROOM DOOR

DOOR SCHEDULE - THIRD FLOOR										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR					FRAME MATERIAL	DOOR HARDWARE	REMARKS
			SIZE							
			WIDTH	HEIGHT	THK.			FINISH		
						MATERIAL				
301	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	11 STAIR #1 DOOR W/PANIC HARDWARE
302	F	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	8 TRASH ROOM ENTRY DOOR
303	N	90 MIN	0'-15"	0'-15"	1 3/4"	METAL		PAINT	METAL	1 TRASH CHUTE DOOR
304	N	90 MIN	0'-15"	0'-15"	1 3/4"	METAL		PAINT	METAL	1 TRASH CHUTE DOOR
305	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	10 STORAGE ROOM, GASKETED SEE A9.2-15
306	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT A ENTRY DOOR
307	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT A BEDROOM DOOR
308	M	-	2'-2"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT A CLOSET DOOR
309	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT A BATHROOM DOOR
310	K	-	7'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT A CLOSET SLIDING DOOR
311	G1	-	3'-2 1/2"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	E UNIT A BALCONY DOOR
312	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT A BALCONY DOOR (PAIR)
313	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT A BEDROOM DOOR
314	M	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT A CLOSET DOOR
315	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT A CLOSET DOOR
316	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT A ADA BATHROOM DOOR
317	J	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT A LINEN CLOSET DOOR
318	H	-	2'-8"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT A WASHER DRYER CLOSET DOORS W/ LOUVERS
319	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT B ENTRY DOOR
320	H	-	2'-8"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT B WASHER DRYER CLOSET DOORS W/ LOUVERS
321	J	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT B LINEN CLOSET DOOR
322	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT B ADA BATHROOM DOOR
323	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT B BALCONY DOOR (PAIR)
324	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT B BEDROOM DOOR
325	M	-	2'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT B CLOSET DOOR
326	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT B BATHROOM DOOR
327	K	-	6'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT B CLOSET SLIDING DOOR
328	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT C ENTRY DOOR
329	L	-	6'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	G UNIT C WASHER DRYER CLOSET DOORS W/ LOUVERS
330	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT C BEDROOM DOOR
331	K	-	4'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT C CLOSET SLIDING DOOR
332	K	-	4'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT C CLOSET SLIDING DOOR
333	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT C BEDROOM DOOR
334	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT C ADA BATHROOM DOOR
335	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT C BALCONY DOOR (PAIR)
336	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT C BEDROOM DOOR
337	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT C WALK IN CLOSET DOOR
338	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT C BATHROOM DOOR
339	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	11 STAIR #2 DOOR W/ PANIC HARDWARE
340	E	90 MIN	2'-8"	6'-8"	1 3/4"	METAL		PAINT	METAL	10 IDF DOOR
341	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT D ENTRY DOOR
342	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT D BEDROOM DOOR
343	M	-	2'-2"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT D CLOSET DOOR
344	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT D BATHROOM DOOR
345	K	-	6'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT D CLOSET SLIDING DOOR
346	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT D BALCONY DOOR (PAIR)
347	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT D BEDROOM DOOR
348	M	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT D CLOSET DOOR
349	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT D CLOSET DOOR
350	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT D ADA BATHROOM DOOR
351	J	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT D LINEN CLOSET DOOR
352	H	-	2'-8"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT D WASHER/DRYER DOORS WITH LOUVERS
353	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT E ENTRY DOOR
354	H	-	2'-8"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT E WASHER/DRYER DOORS WITH LOUVERS
355	J	-	2'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT E LINEN CLOSET DOOR
356	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT E ADA BATHROOM DOOR
357	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT E BALCONY DOOR (PAIR)
358	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT E BEDROOM DOOR
359	M	-	2'-2"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT E CLOSET DOOR
360	K	-	6'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT E CLOSET SLIDING DOOR
361	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT E BATHROOM DOOR
362	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL		PAINT	METAL	A UNIT F ENTRY DOOR
363	L	-	6'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	G UNIT F WASHER/DRYER DOORS WITH LOUVERS
364	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT F BEDROOM DOOR
365	K	-	4'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT F CLOSET SLIDING DOOR
366	K	-	4'-6"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	D UNIT F CLOSET SLIDING DOOR
367	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT F BEDROOM DOOR
368	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT F ADA BATHROOM DOOR
369	G	-	6'-4"	6'-8"	1 3/4"	VINYL-GLASS		PAINT	METAL	F UNIT F BALCONY DOOR (PAIR)
370	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT F BEDROOM DOOR
371	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	C UNIT F WALK IN CLOSET DOOR
372	M	-	3'-0"	6'-8"	1 3/8"	WOOD		PAINT	WOOD	B UNIT F BATHROOM DOOR

DOOR SCHEDULE - FOURTH FLOOR										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR					FRAME MATERIAL	DOOR HARDWARE	REMARKS
			SIZE							
			WIDTH	HEIGHT	THK.	MATERIAL	FINISH			
401	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	11	STAIR #1 DOOR W/PANIC HARDWARE
402	F	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	8	TRASH ROOM ENTRY DOOR
403	N	90 MIN	0'-15"	0'-15"	1 3/4"	METAL	PAINT	METAL	1	TRASH CHUTE DOOR
404	N	90 MIN	0'-15"	0'-15"	1 3/4"	METAL	PAINT	METAL	1	TRASH CHUTE DOOR
405	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	10	STORAGE ROOM, GASKETED SEE A9.2-15
406	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT A ENTRY DOOR
407	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT A BEDROOM DOOR
408	M	—	2'-2"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT A CLOSET DOOR
409	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT A BATHROOM DOOR
410	K	—	7'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT A CLOSET SLIDING DOOR
411	G1	—	3'-2 1/2"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	E	UNIT A BALCONY DOOR
412	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT A BALCONY DOOR (PAIR)
413	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT A BEDROOM DOOR
414	M	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT A CLOSET DOOR
415	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT A CLOSET DOOR
416	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT A ADA BATHROOM DOOR
417	J	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT A LINEN CLOSET DOOR
418	H	—	2'-8"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT A WASHER DRYER CLOSET DOORS W/ LOUVERS
419	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT B ENTRY DOOR
420	H	—	2'-8"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT B WASHER DRYER CLOSET DOORS W/ LOUVERS
421	J	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT B LINEN CLOSET DOOR
422	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT B ADA BATHROOM DOOR
423	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT B BALCONY DOOR (PAIR)
424	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT B BEDROOM DOOR
425	M	—	2'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT B CLOSET DOOR
426	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT B BATHROOM DOOR
427	K	—	6'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT B CLOSET SLIDING DOOR
428	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT C ENTRY DOOR
429	L	—	6'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	G	UNIT C WASHER DRYER CLOSET DOORS W/ LOUVERS
430	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT C BEDROOM DOOR
431	K	—	4'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT C CLOSET SLIDING DOOR
432	K	—	4'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT C CLOSET SLIDING DOOR
433	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT C BEDROOM DOOR
434	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT C ADA BATHROOM DOOR
435	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT C BALCONY DOOR (PAIR)
436	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT C BEDROOM DOOR
437	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT C WALK IN CLOSET DOOR
438	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT C BATHROOM DOOR
439	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	11	STAIR #2 DOOR W/ PANIC HARDWARE
440	E	90 MIN	2'-8"	6'-8"	1 3/4"	METAL	PAINT	METAL	10	IDF DOOR
441	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT D ENTRY DOOR
442	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT D BEDROOM DOOR
443	M	—	2'-2"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT D CLOSET DOOR
444	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT D BATHROOM DOOR
445	K	—	6'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT D CLOSET SLIDING DOOR
446	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT D BALCONY DOOR (PAIR)
447	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT D BEDROOM DOOR
448	M	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT D CLOSET DOOR
449	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT D CLOSET DOOR
450	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT D ADA BATHROOM DOOR
451	J	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT D LINEN CLOSET DOOR
452	H	—	2'-8"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT D WASHER/DRYER DOORS WITH LOUVERS
453	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT E ENTRY DOOR
454	H	—	2'-8"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT E WASHER/DRYER DOORS WITH LOUVERS
455	J	—	2'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT E LINEN CLOSET DOOR
456	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT E ADA BATHROOM DOOR
457	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT E BALCONY DOOR (PAIR)
458	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT E BEDROOM DOOR
459	M	—	2'-2"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT E CLOSET DOOR
460	K	—	6'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT E CLOSET SLIDING DOOR
461	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT E BATHROOM DOOR
462	E	90 MIN	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	A	UNIT F ENTRY DOOR
463	L	—	6'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	G	UNIT F WASHER/DRYER DOORS WITH LOUVERS
464	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT F BEDROOM DOOR
465	K	—	4'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT F CLOSET SLIDING DOOR
466	K	—	4'-6"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	D	UNIT F CLOSET SLIDING DOOR
467	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT F BEDROOM DOOR
468	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT F ADA BATHROOM DOOR
469	G	—	6'-4"	6'-8"	1 3/4"	VINYL-GLASS	PAINT	METAL	F	UNIT F BALCONY DOOR (PAIR)
470	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT F BEDROOM DOOR
471	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	C	UNIT F WALK IN CLOSET DOOR
472	M	—	3'-0"	6'-8"	1 3/8"	WOOD	PAINT	WOOD	B	UNIT F BATHROOM DOOR

DOOR SCHEDULE - 5TH FLOOR AND ROOF										
DOOR NO.	DOOR TYPE	FIRE RATING OF DOOR & FRAME	DOOR			MATERIAL	FINISH	FRAME MATERIAL	DOOR HARDWARE	REMARKS
			WIDTH	HEIGHT	THK.					
501		90 MIN.	3'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	6	STAIR #1 DOOR
502		—	4'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	7	BOILER ROOM DOOR
503		—	4'-0"	6'-8"	1 3/4"	METAL	PAINT	METAL	7	BOILER ROOM DOOR

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

GENERAL NOTES :

1. THIS SHEET IS PART OF A SET & IS NOT TO BE USED ALONE.
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REVISIONS	BY

SHEET NAME :
DOOR
SCHEDULE

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

SHEETS IN SET A6.3

2ND FLOOR WINDOW SCHEDULE						
WINDOW NO.	WINDOW NO.	SIZE	STYLE	FRAME	HDR	REMARKS
201	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #1 WINDOW
202	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
203	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
204	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
205	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
206	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
207	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
208	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
209	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
210	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
211	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
212	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
213	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
214	C	4'-0" X 3'-6"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
215	D	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
216	A1	3'-0" X 6'-0"	FIXED	VINYL	6'-8"	CORRIDOR WINDOW
217	D1	8'-0" X 6'-0"	FIXED	VINYL	6'-8"	LOBBY WINDOW

3RD FLOOR WINDOW SCHEDULE						
WINDOW NO.	WINDOW NO.	SIZE	STYLE	FRAME	HDR	REMARKS
301	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #1 WINDOW
302	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
303	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
304	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
305	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
306	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
307	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
308	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
309	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #2 WINDOW
310	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
311	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
312	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
313	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
314	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
315	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
316	D	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
317	A1	3'-0" X 6'-0"	FIXED	VINYL	6'-8"	CORRIDOR WINDOW
318	D1	8'-0" X 6'-0"	FIXED	VINYL	6'-8"	LOBBY WINDOW

4TH FLOOR WINDOW SCHEDULE						
WINDOW NO.	WINDOW NO.	SIZE	STYLE	FRAME	HDR	REMARKS
401	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #1 WINDOW
402	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
403	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
404	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
405	B	5'-0" X 6'-4"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
406	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
407	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
408	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
409	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #2 WINDOW
410	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
411	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
412	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	OFFICE WINDOW
413	B	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
414	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
415	C	4'-0" X 3'-2"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
416	D	5'-0" X 6'-0"	CASEMENT	VINYL	6'-8"	BEDROOM WINDOW
417	A1	3'-0" X 6'-0"	FIXED	VINYL	6'-8"	CORRIDOR WINDOW
418	D1	8'-0" X 6'-0"	FIXED	VINYL	6'-8"	LOBBY WINDOW

ROOF WINDOW SCHEDULE						
WINDOW NO.	WINDOW NO.	SIZE	STYLE	FRAME	HDR	REMARKS
501	A	3'-0" X 4'-8"	FIXED	VINYL	6'-8"	STAIR #1 WINDOW

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
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CONSULTANT :

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SHEET NAME :

WINDOW
SCHEDULE

DRAWN:

CHECKED:

DATE: 10/05/18

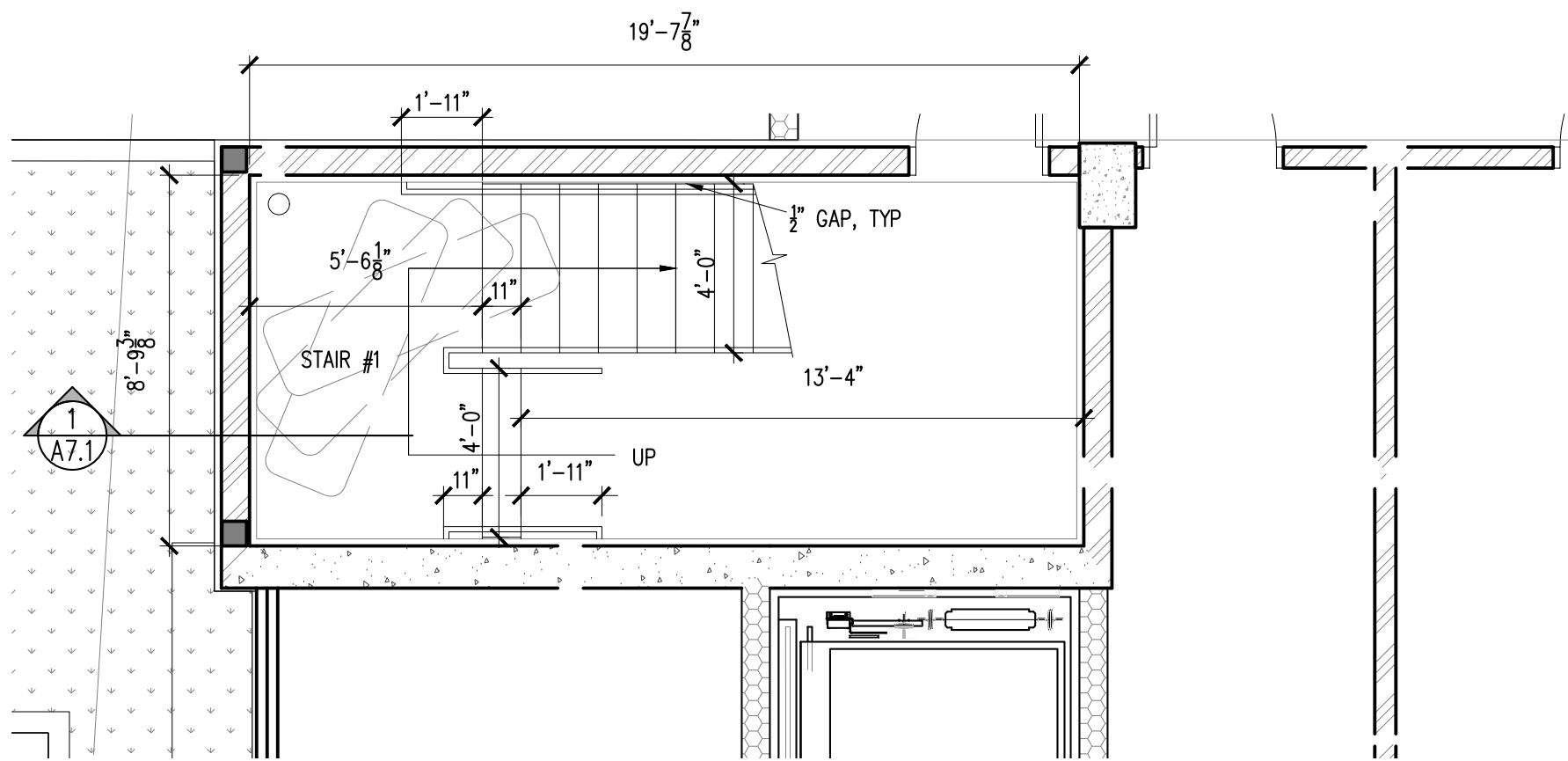
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JOB No.: 18.10.01

SHEET No.:

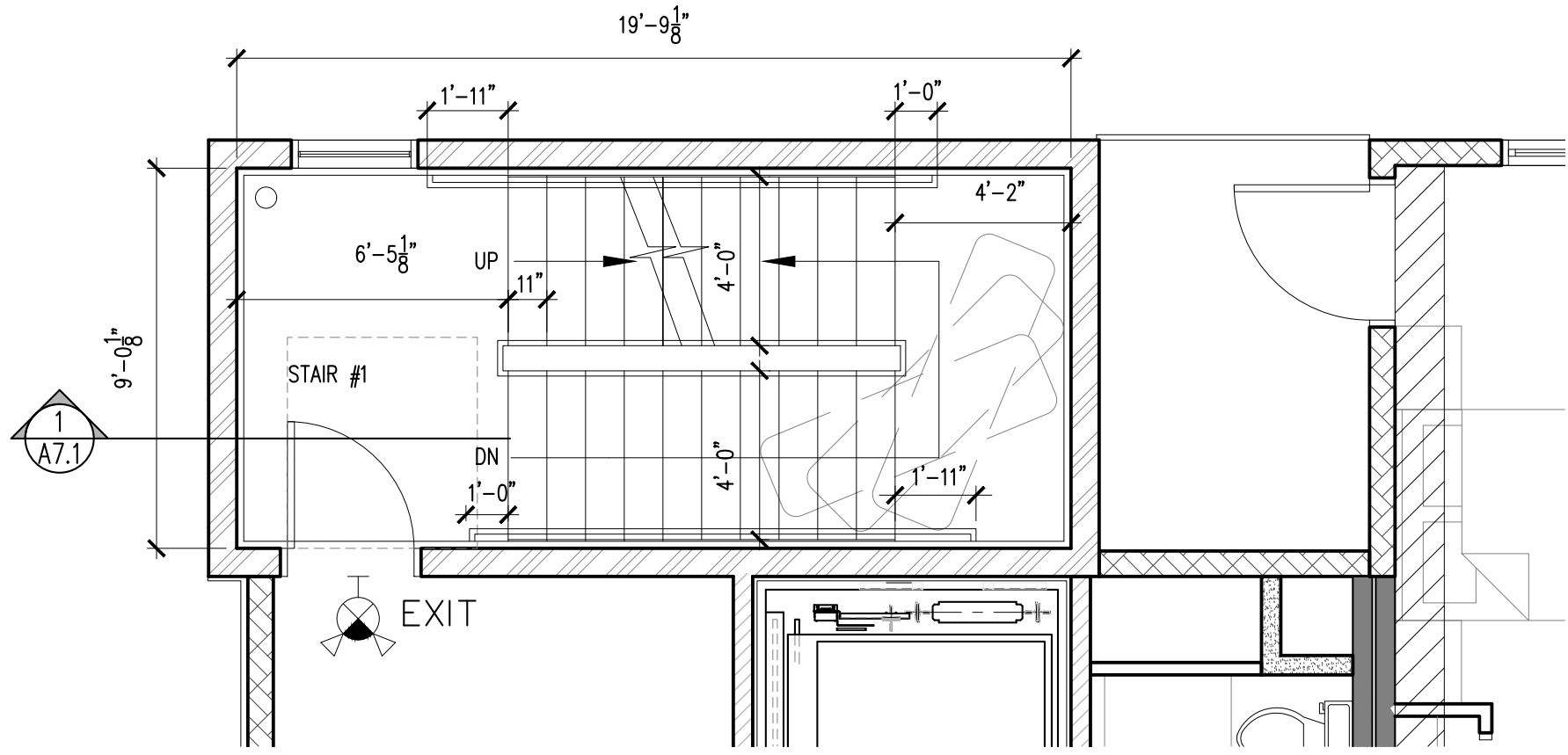
SHEETS IN SET

A6.4



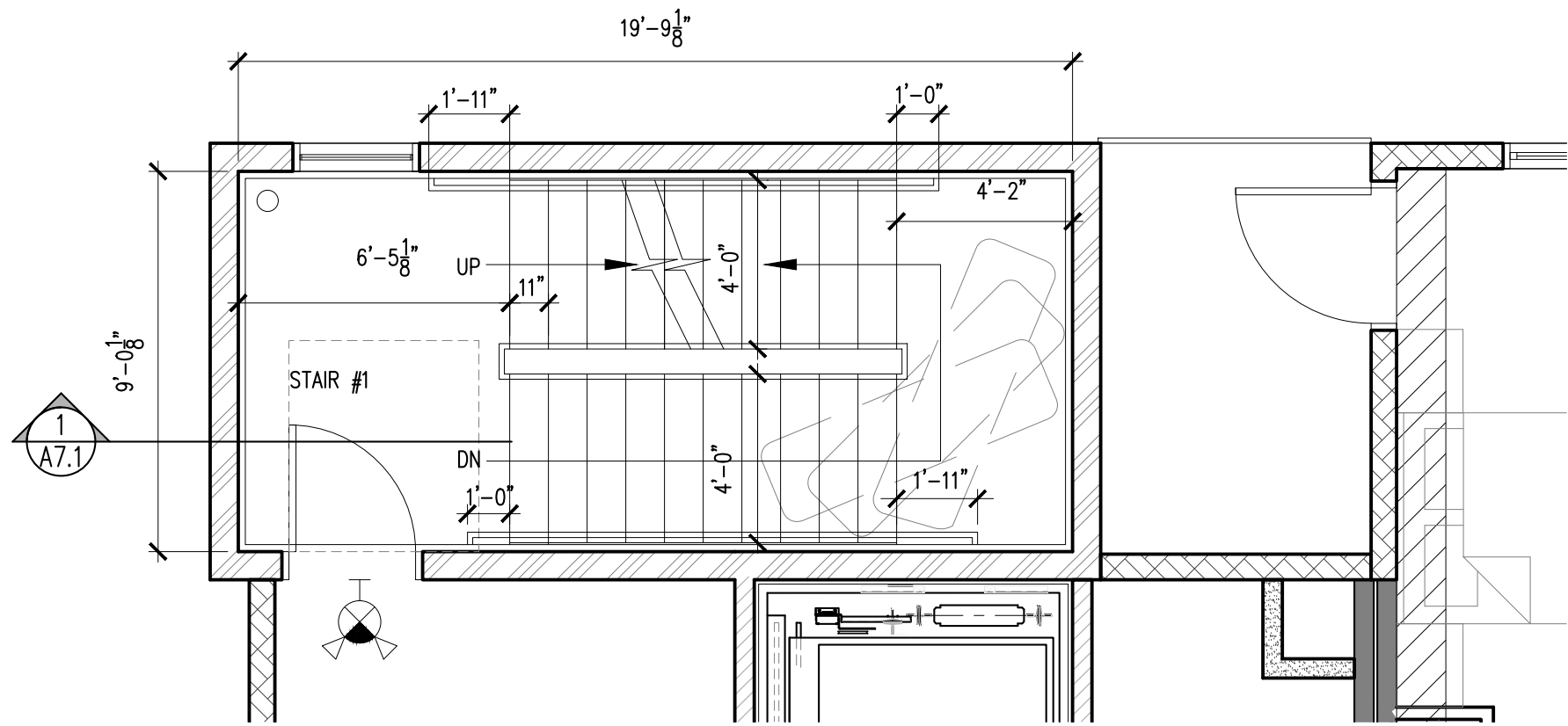
① 1ST FLOOR PLAN
STAIR #1

SCALE : 1/4"=1'-0"



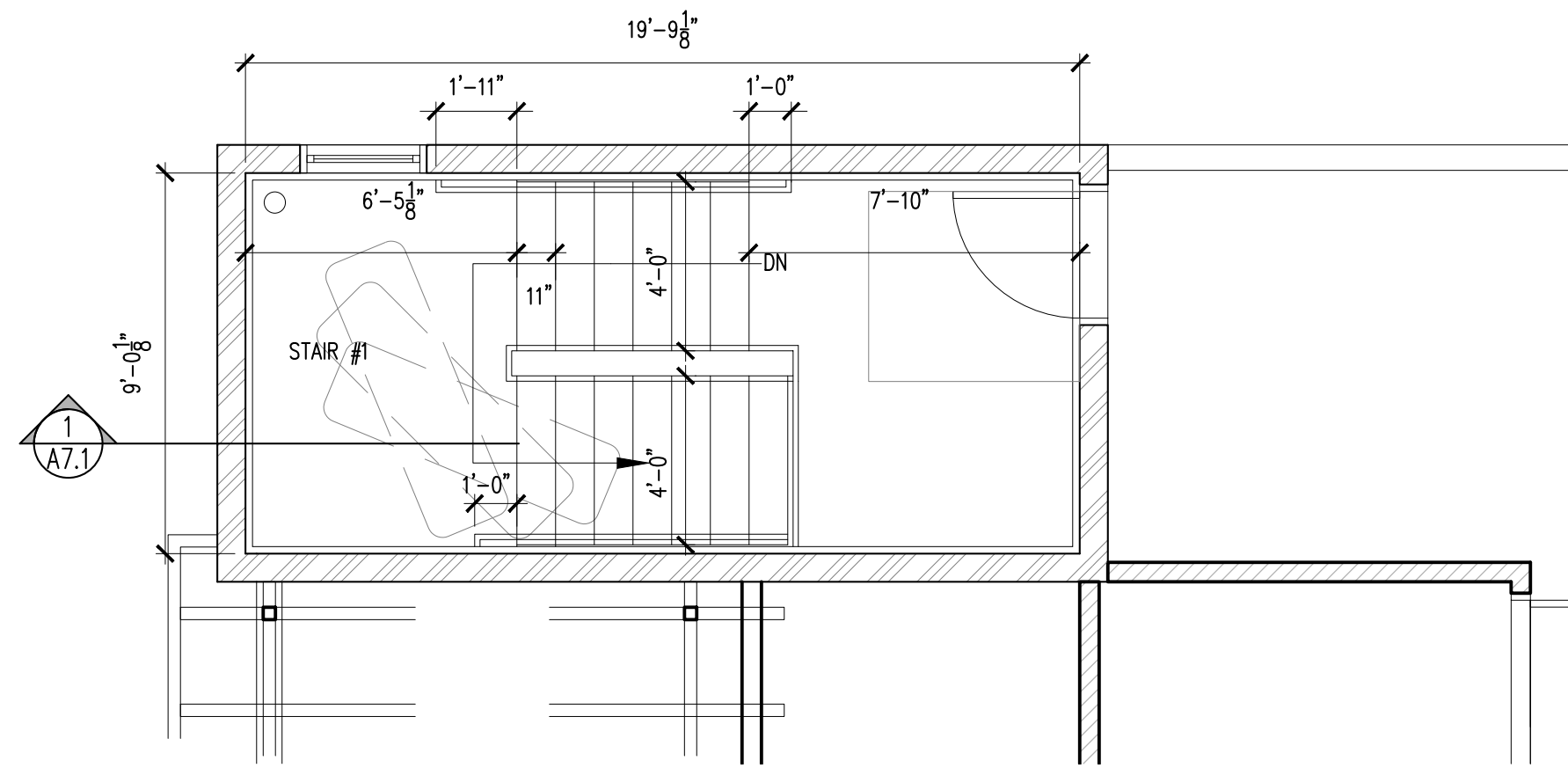
② 2ND FLOOR PLAN
STAIR #1

SCALE : 1/4"=1'-0"



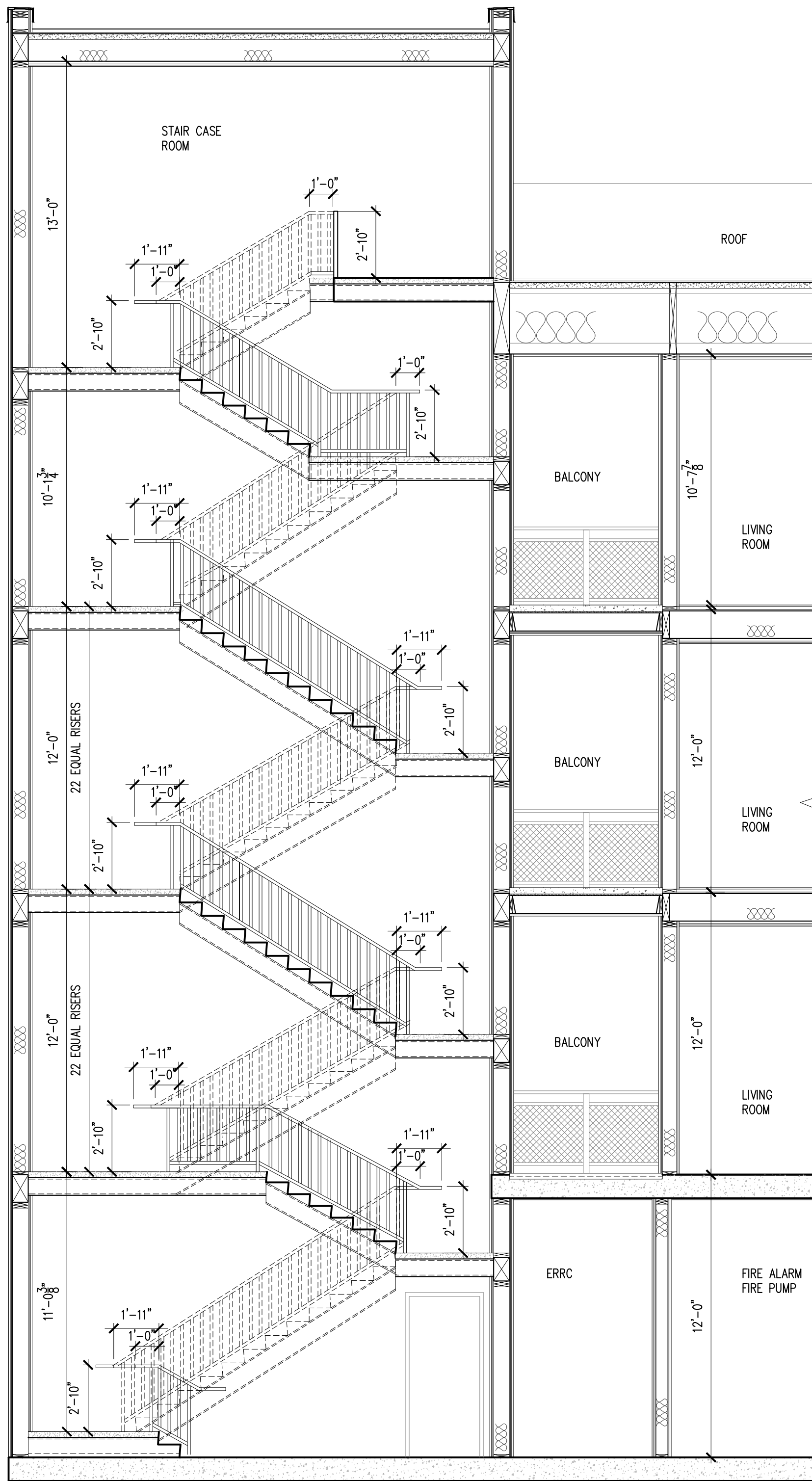
③ TYPICAL 3RD - 4TH FLOOR PLAN
STAIR #1

SCALE : 1/4"=1'-0"



④ ROOF
STAIR #1

SCALE : 1/4"=1'-0"



① STAIR #1 SECTION

SCALE : 1/4"=1'-0"

PROJECT :

CONSULTANT :

SHEET NAME :

STAIR #1 DETAIL

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A7.1

SHEETS IN SET

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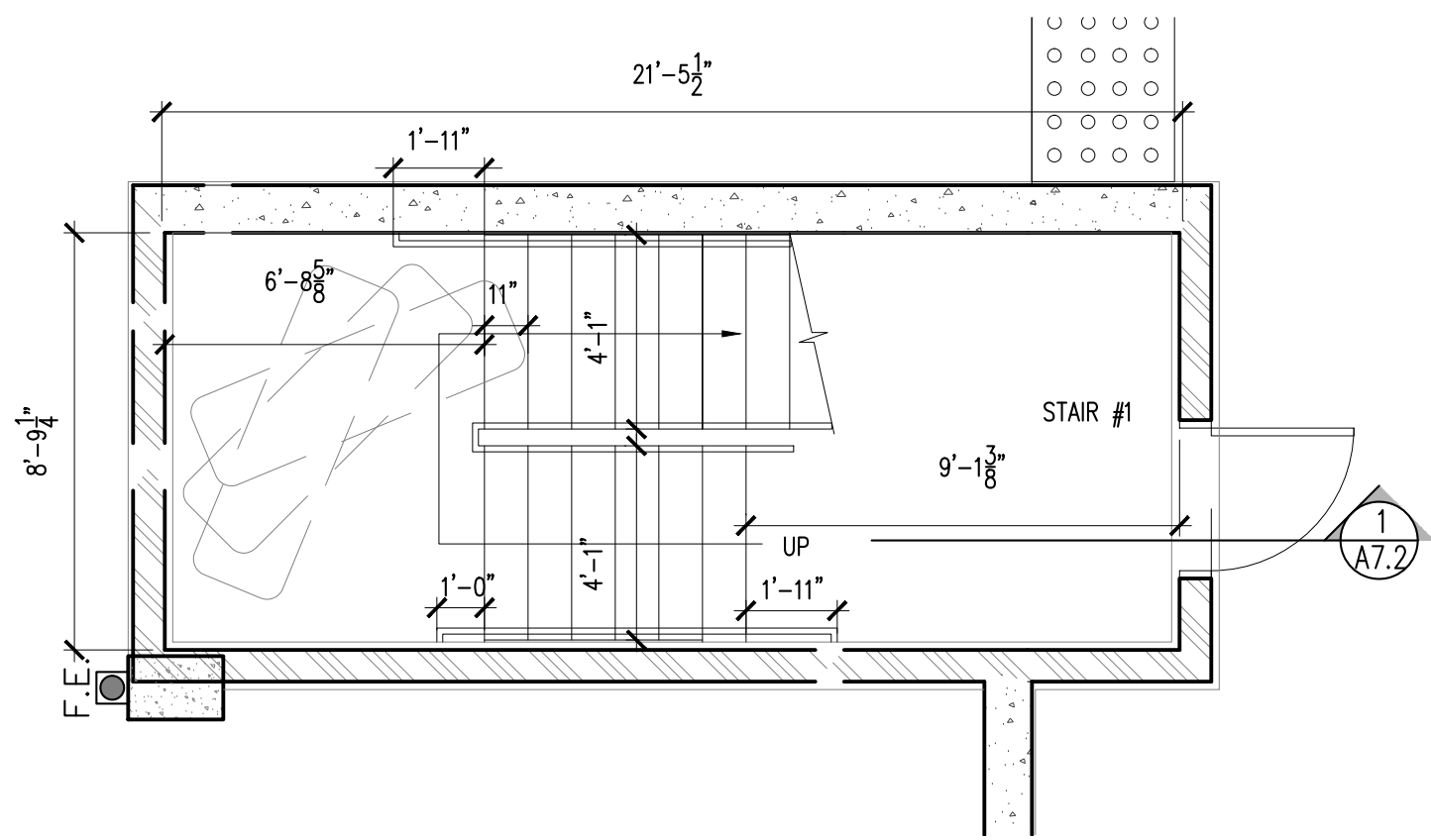
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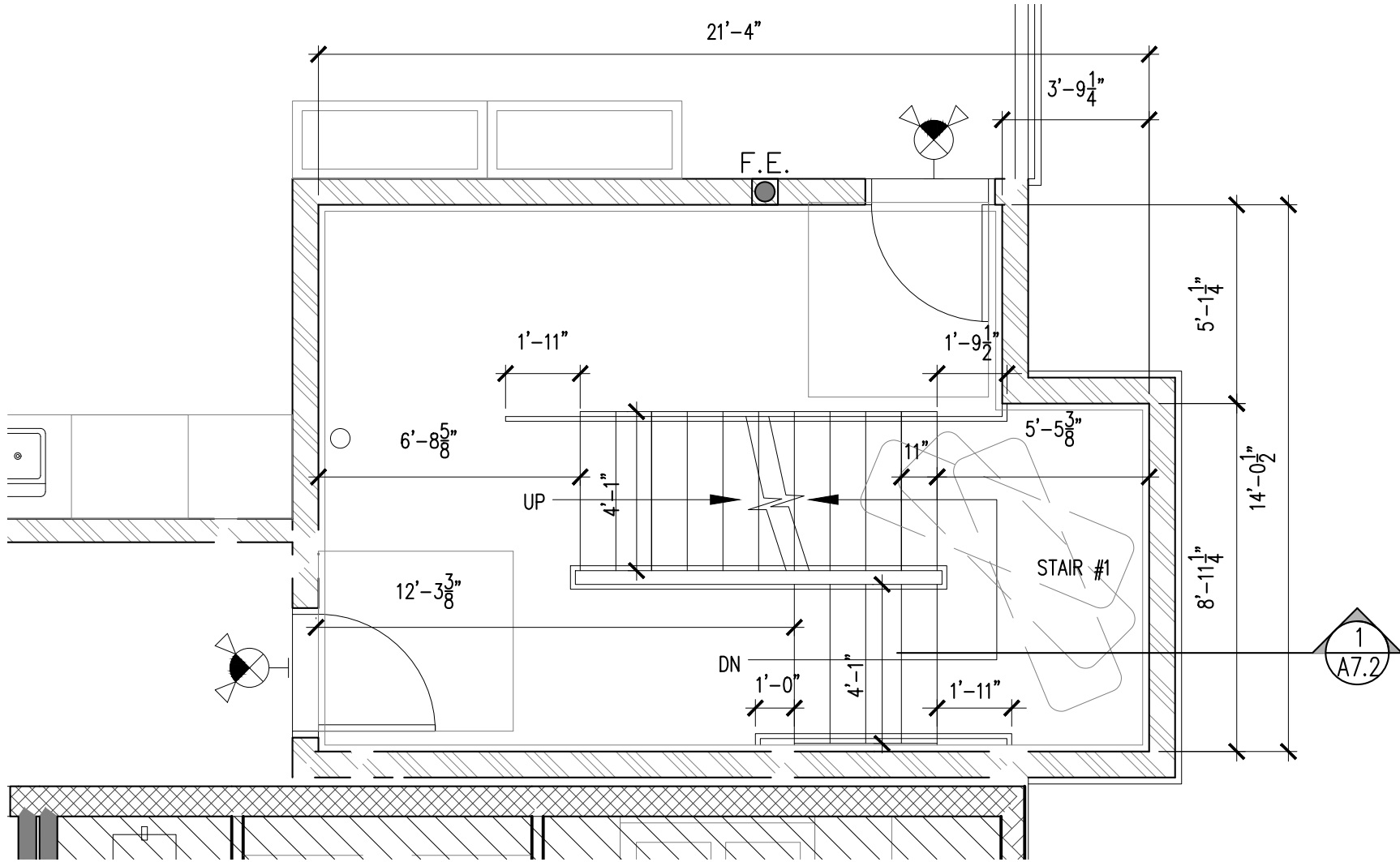
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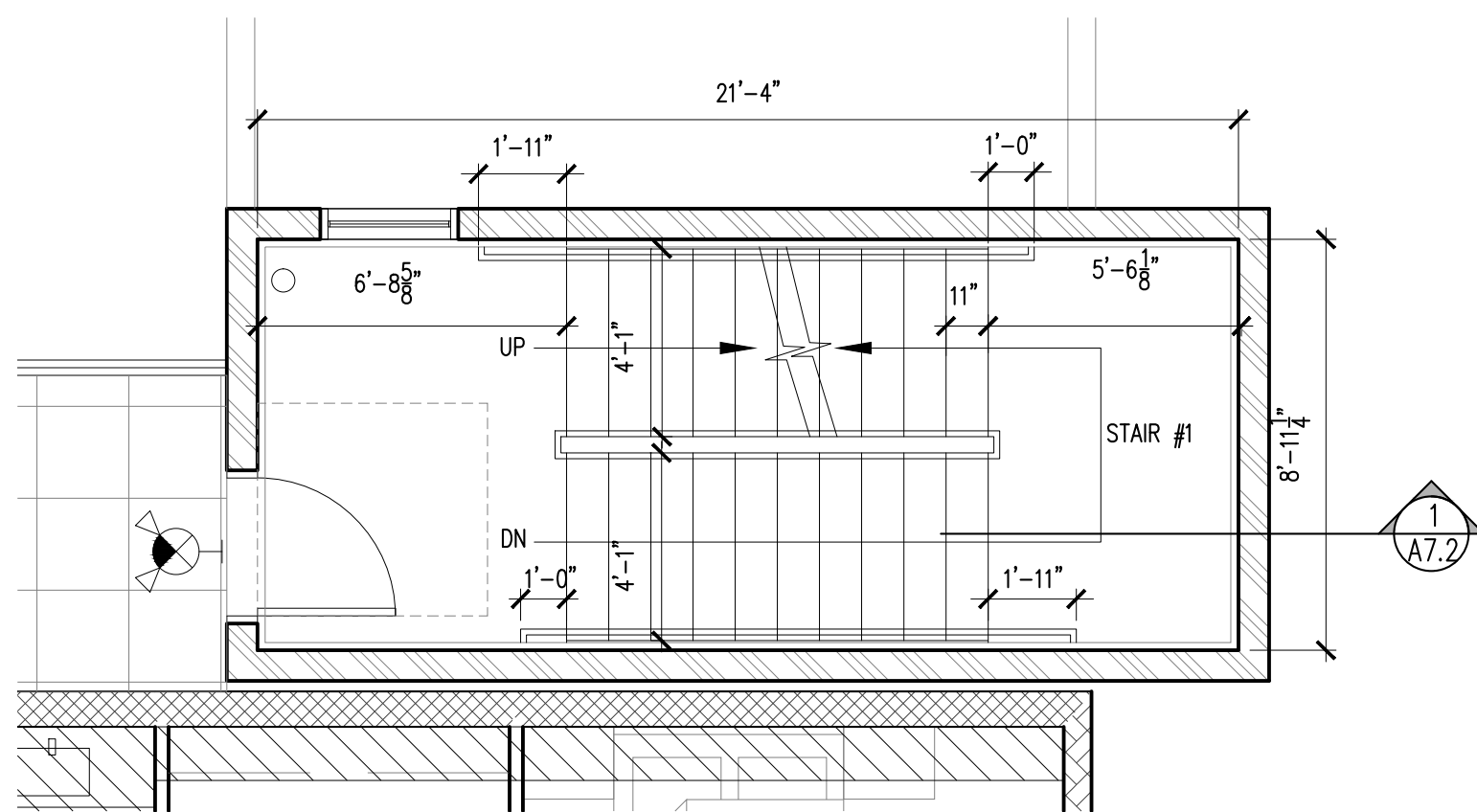
② 1ST FLOOR PLAN
STAIR #2

SCALE : 1/4"=1'-0"



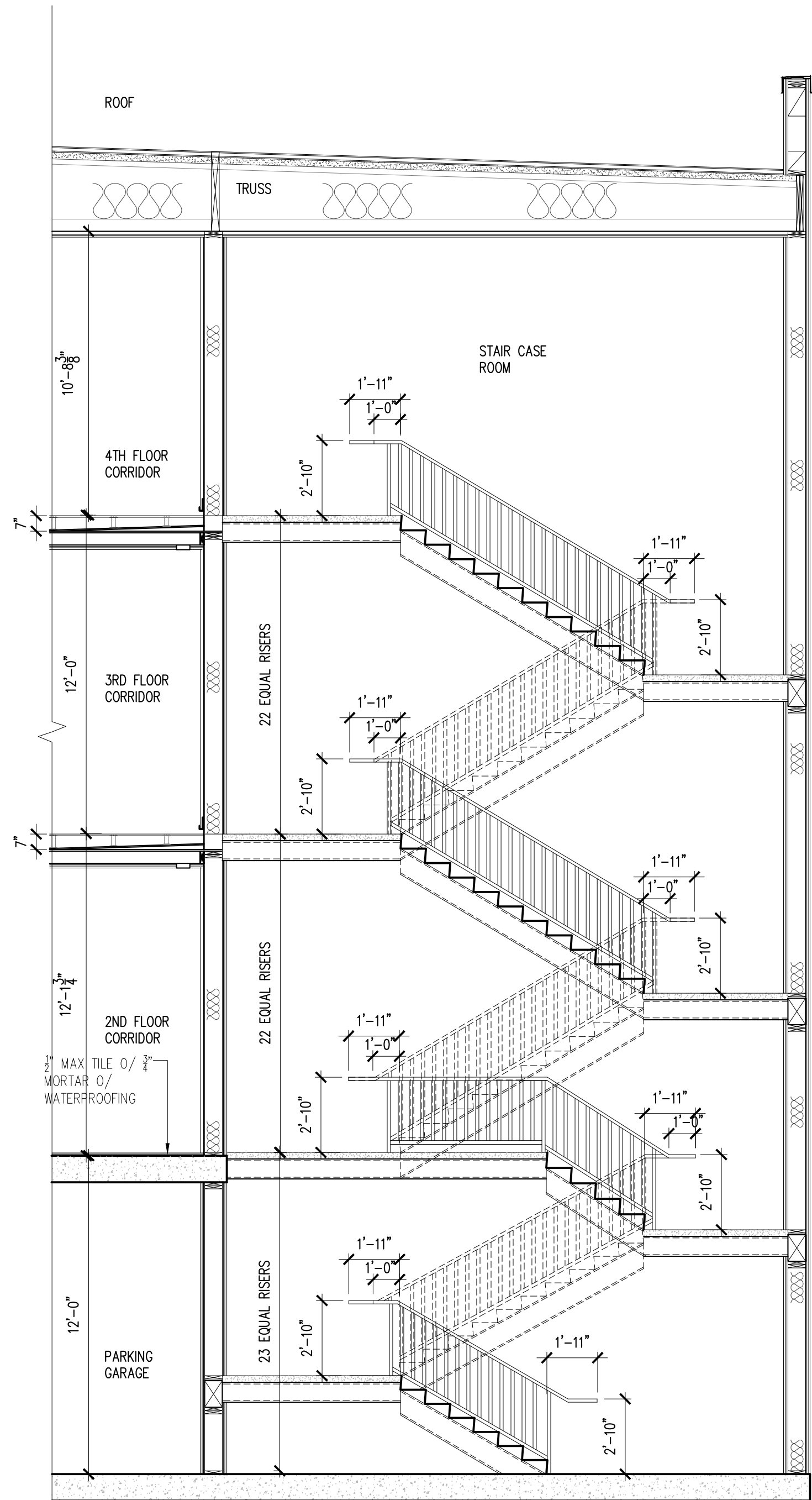
③ 2ND FLOOR PLAN
STAIR #2

SCALE : 1/4"=1'-0"



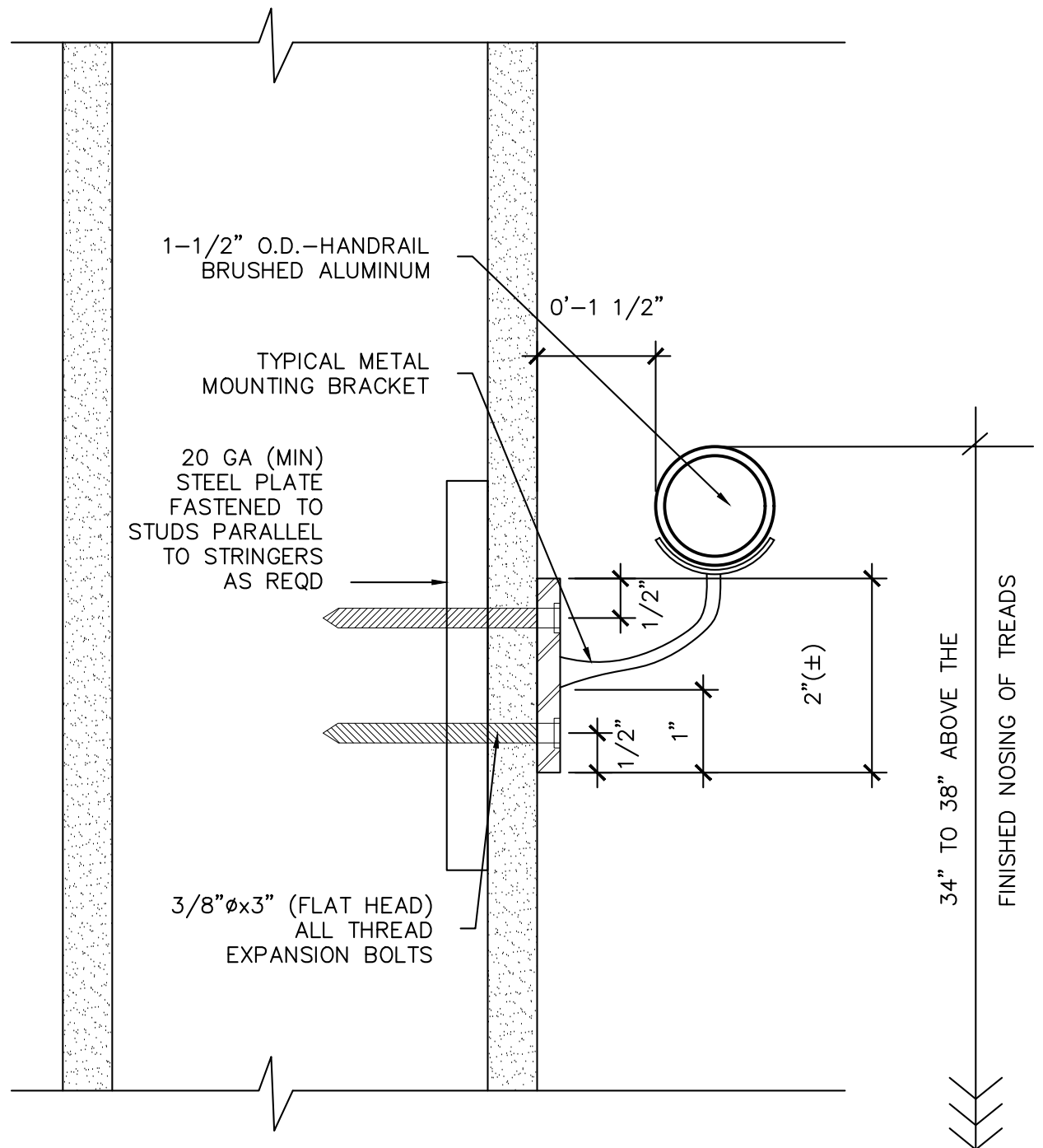
④ TYPICAL 3RD - 4TH FLOOR PLAN
STAIR #2

SCALE : 1/4"=1'-0"

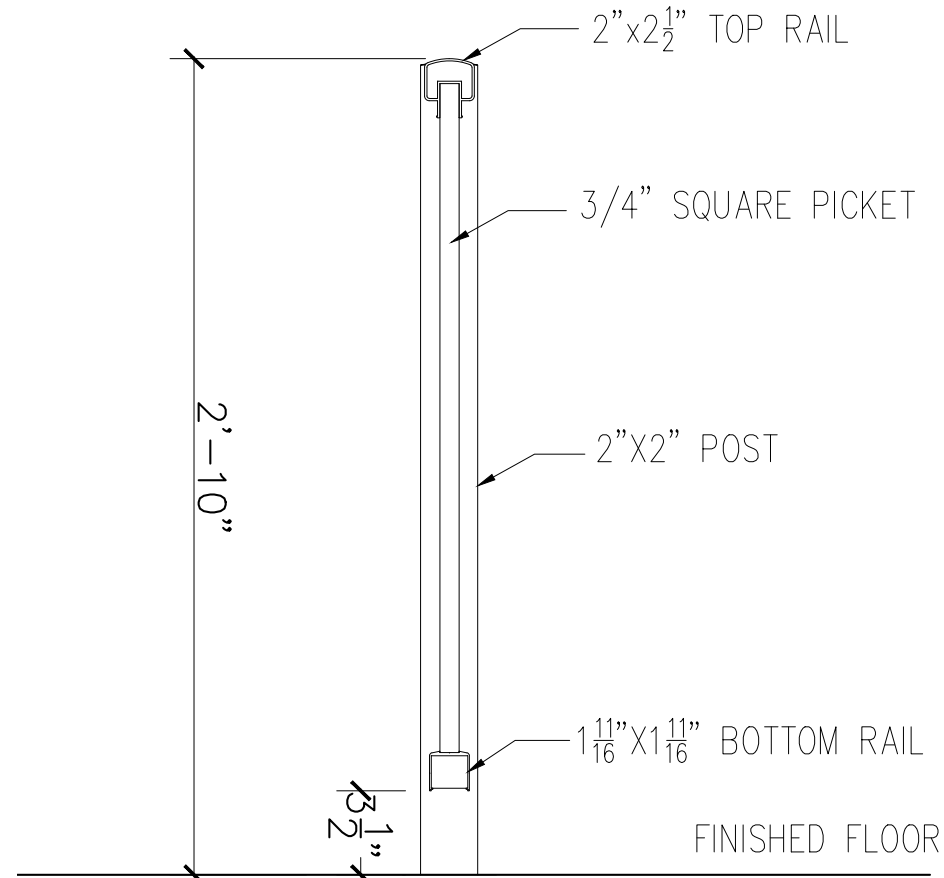


① STAIR #2 SECTION

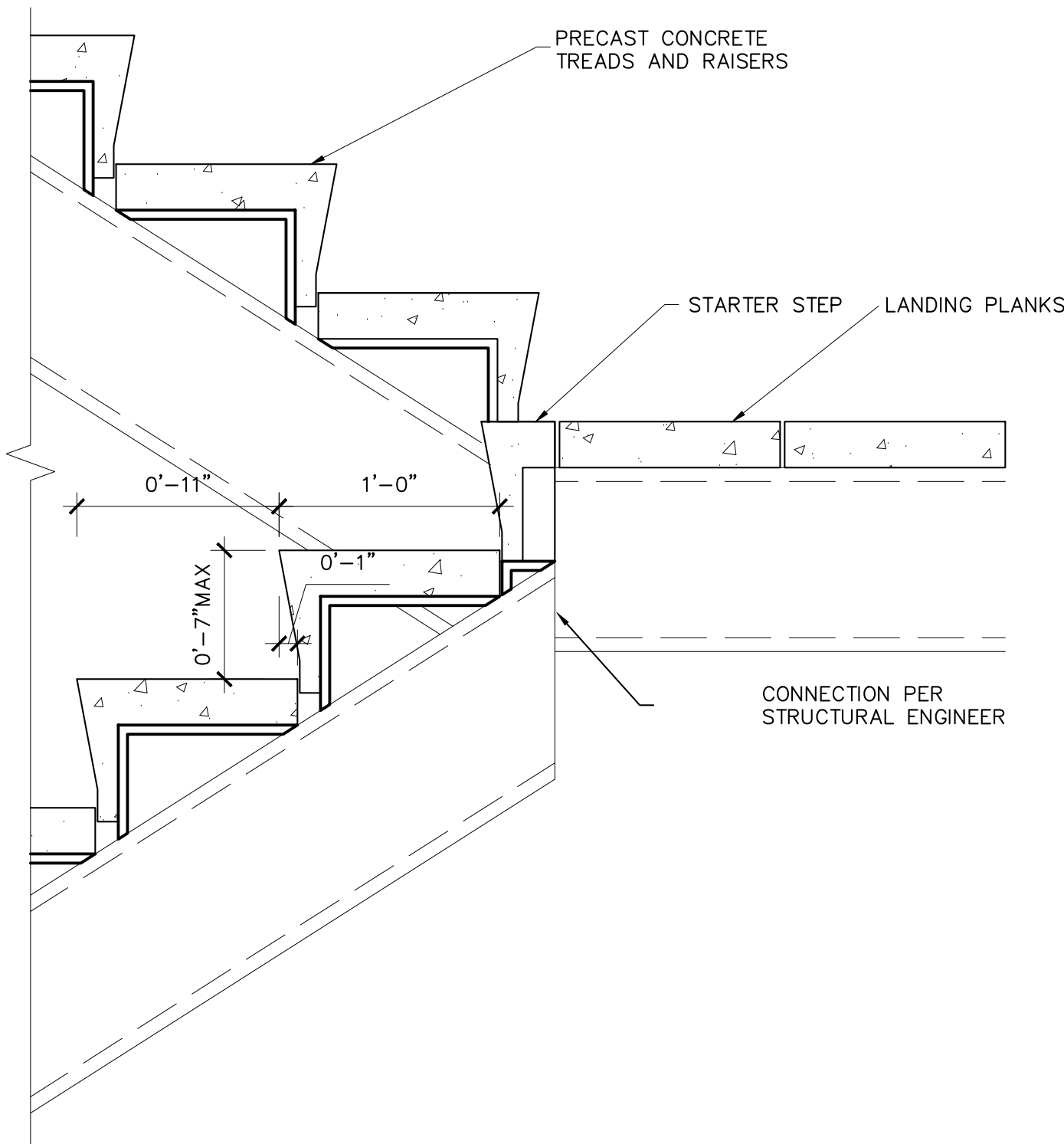
SCALE : 1/4"=1'-0"



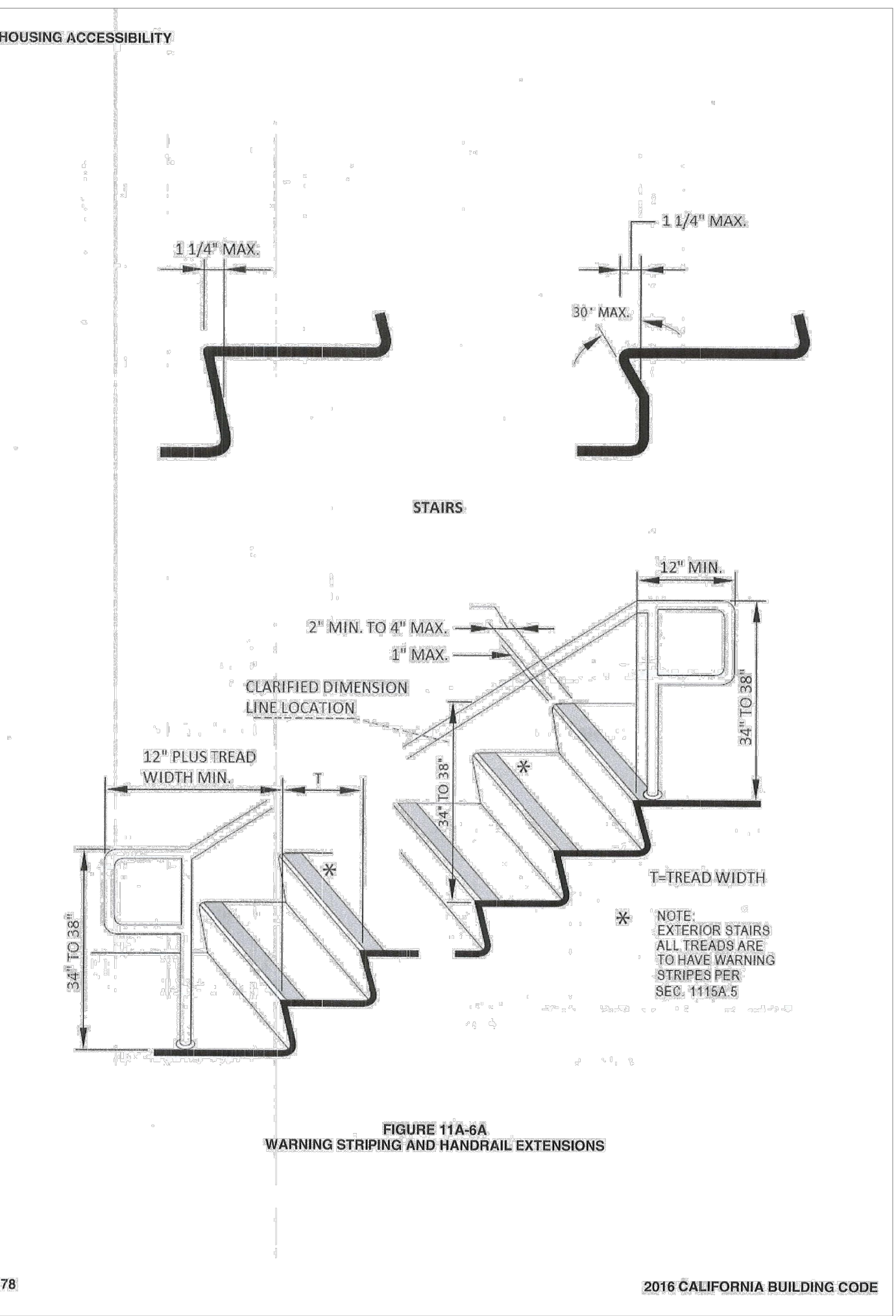
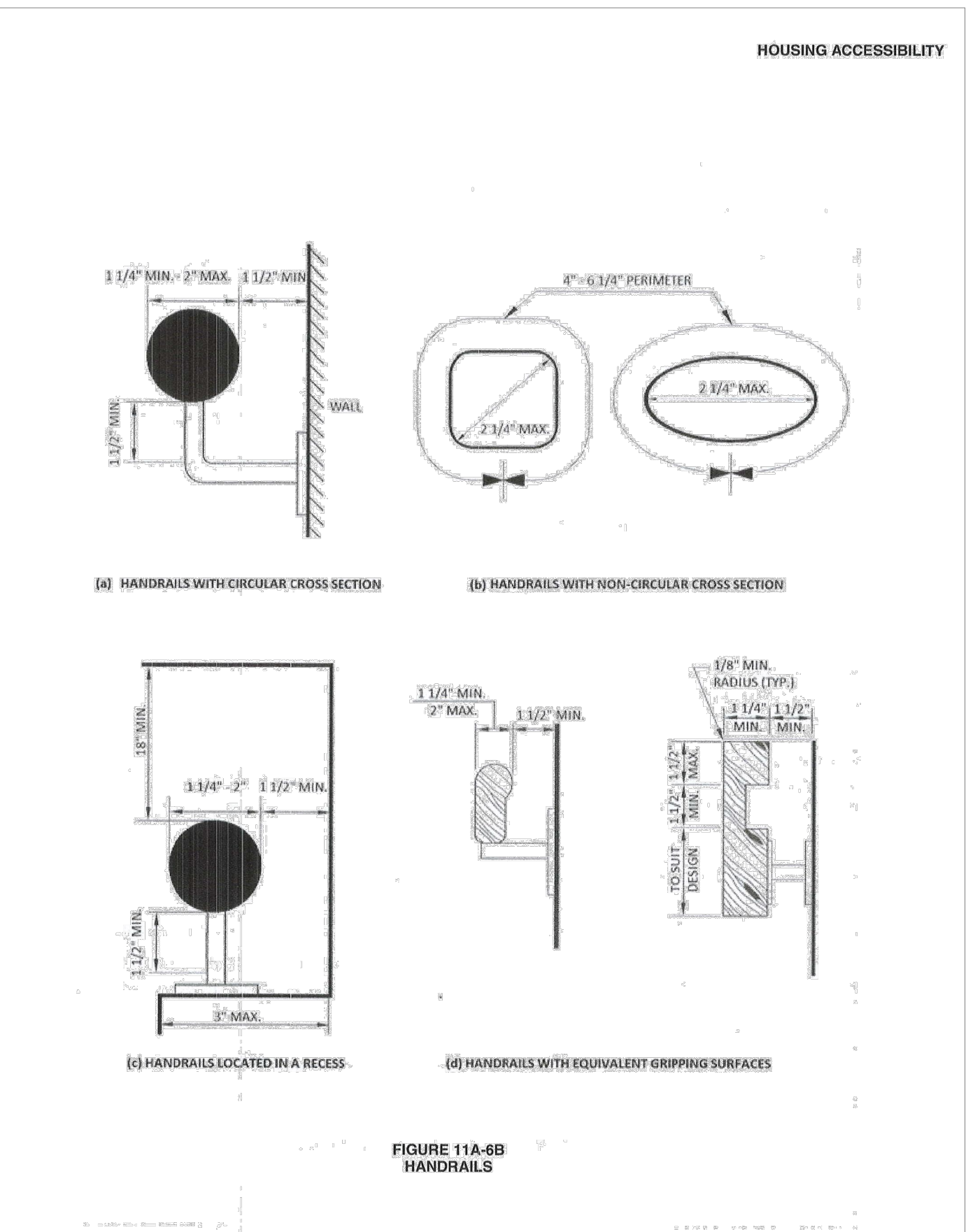
1 HANDRAIL DETAIL SCALE 6"=1'-0"



2 GUARDRAIL DETAIL SCALE : 1/4"=1'-0"



3 STAIR CONNECTION SCALE 1-1/2"=1'-0"



CODE REFERENCE FOR HEIGHTS, WIDTHS AND GENERAL CLEARANCES ONLY. FOR SHAPE AND DESIGN SEE SHEET A7.2

NOTE: STAIR STRINGERS ATTACHED TO THE LANDINGS AND HAVE A MIN 1/2" GAP FROM THE ADJACENT STRUCTURE

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SHEET NAME :

STAIR SECTIONS

DRAWN:

CHECKED:

DATE: 10/05/18

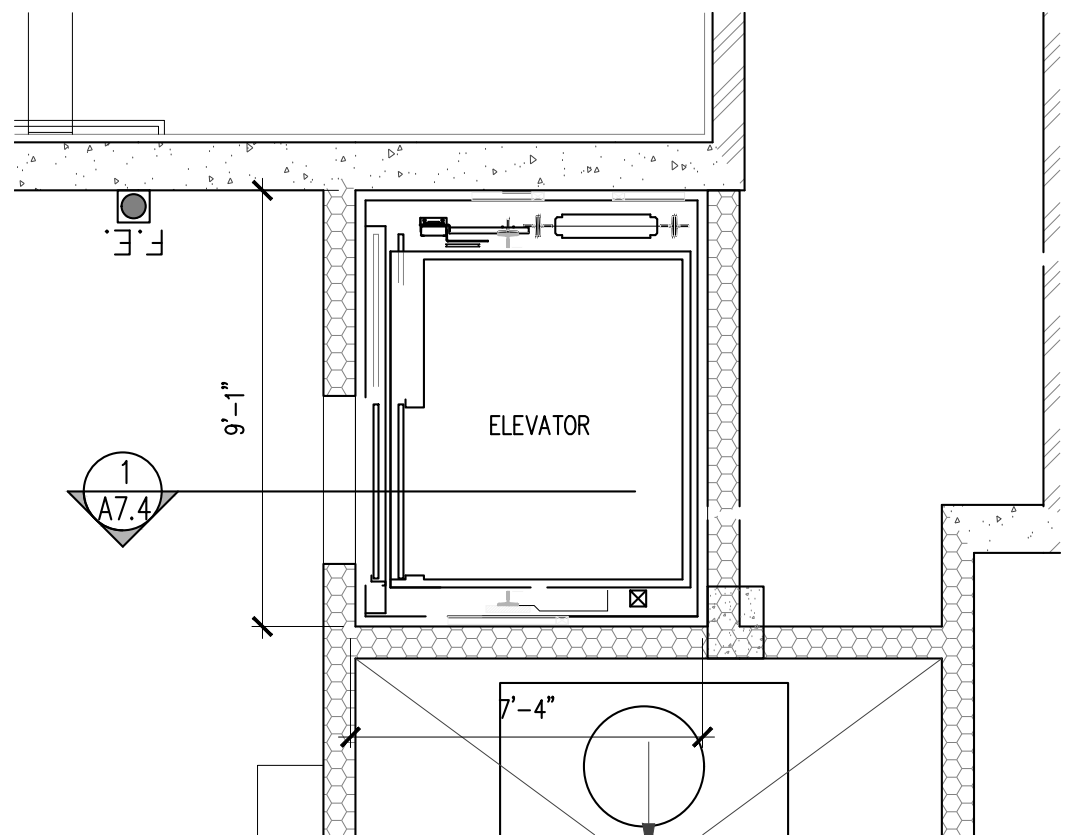
SCALE: AS SHOWN

JOB No.: 18.10.01

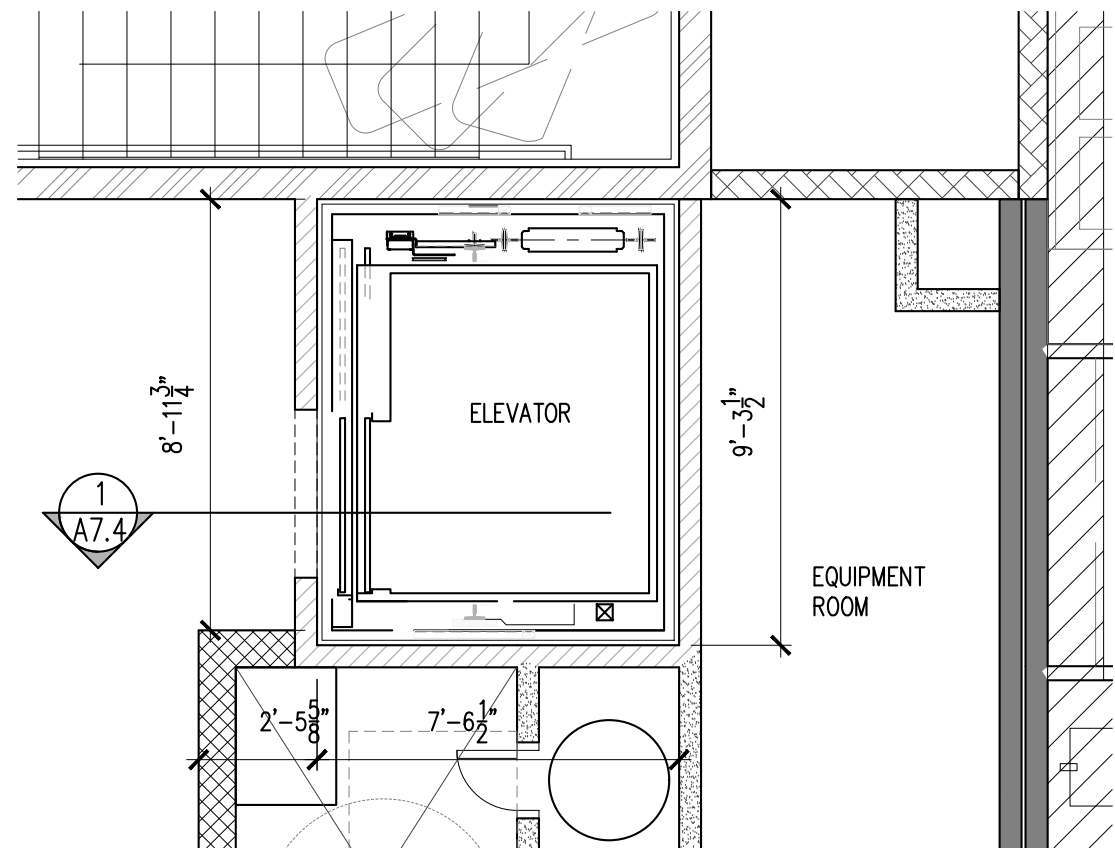
SHEET No.:

A7.3

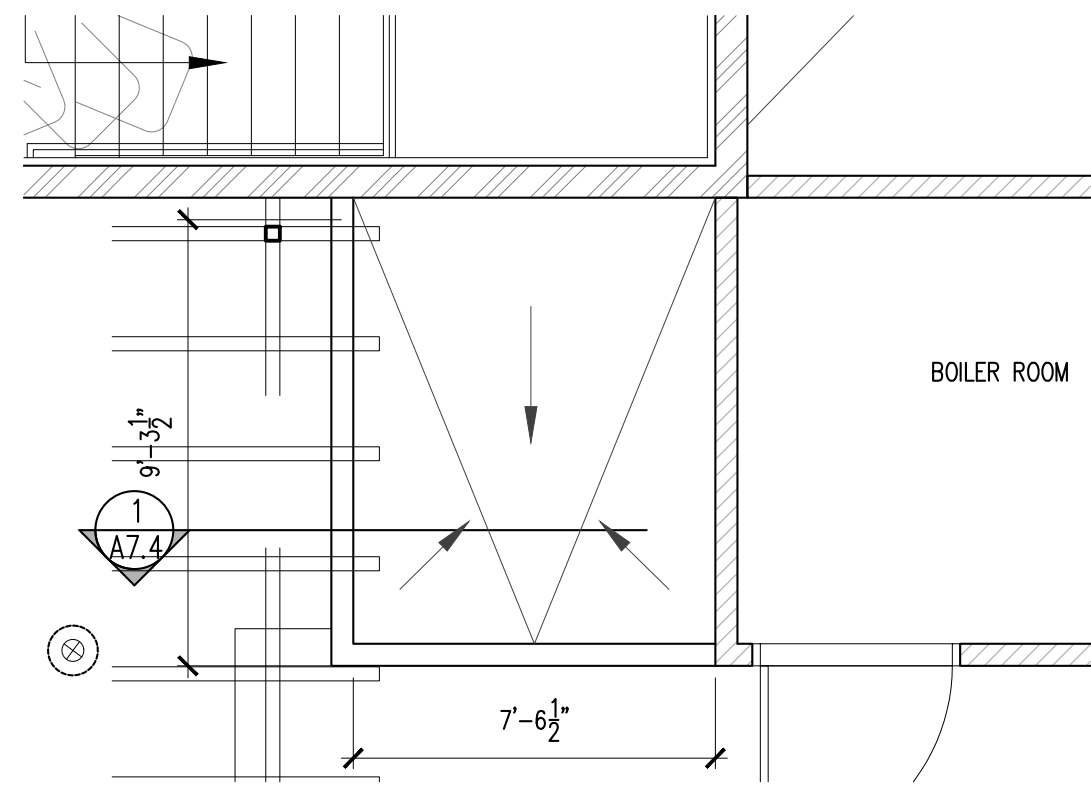
SHEETS IN SET



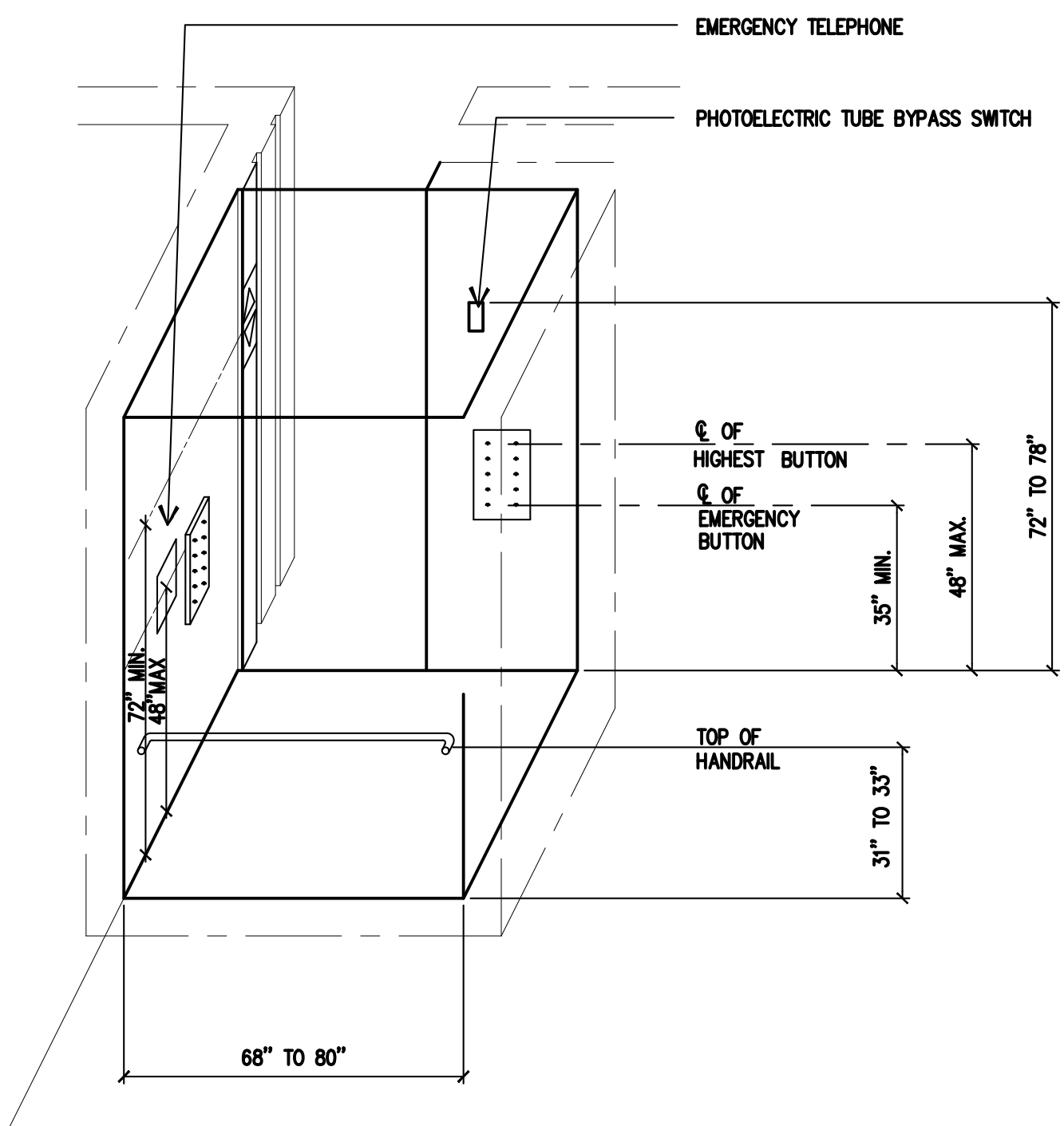
② 1ST FLOOR PLAN ELEVATOR SCALE : 1/4"=1'-0"



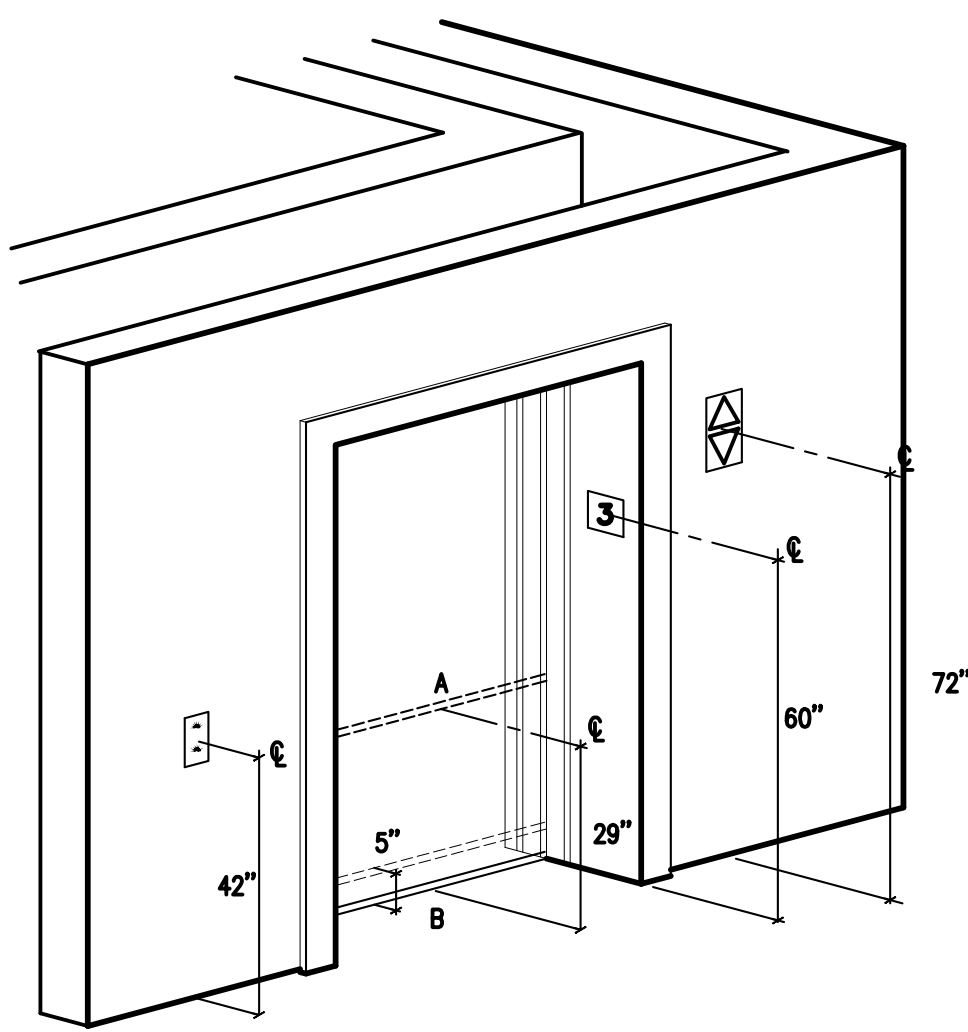
③ TYPICAL 2ND-4TH FLOOR PLAN ELEVATOR SCALE : 1/4"=1'-0"



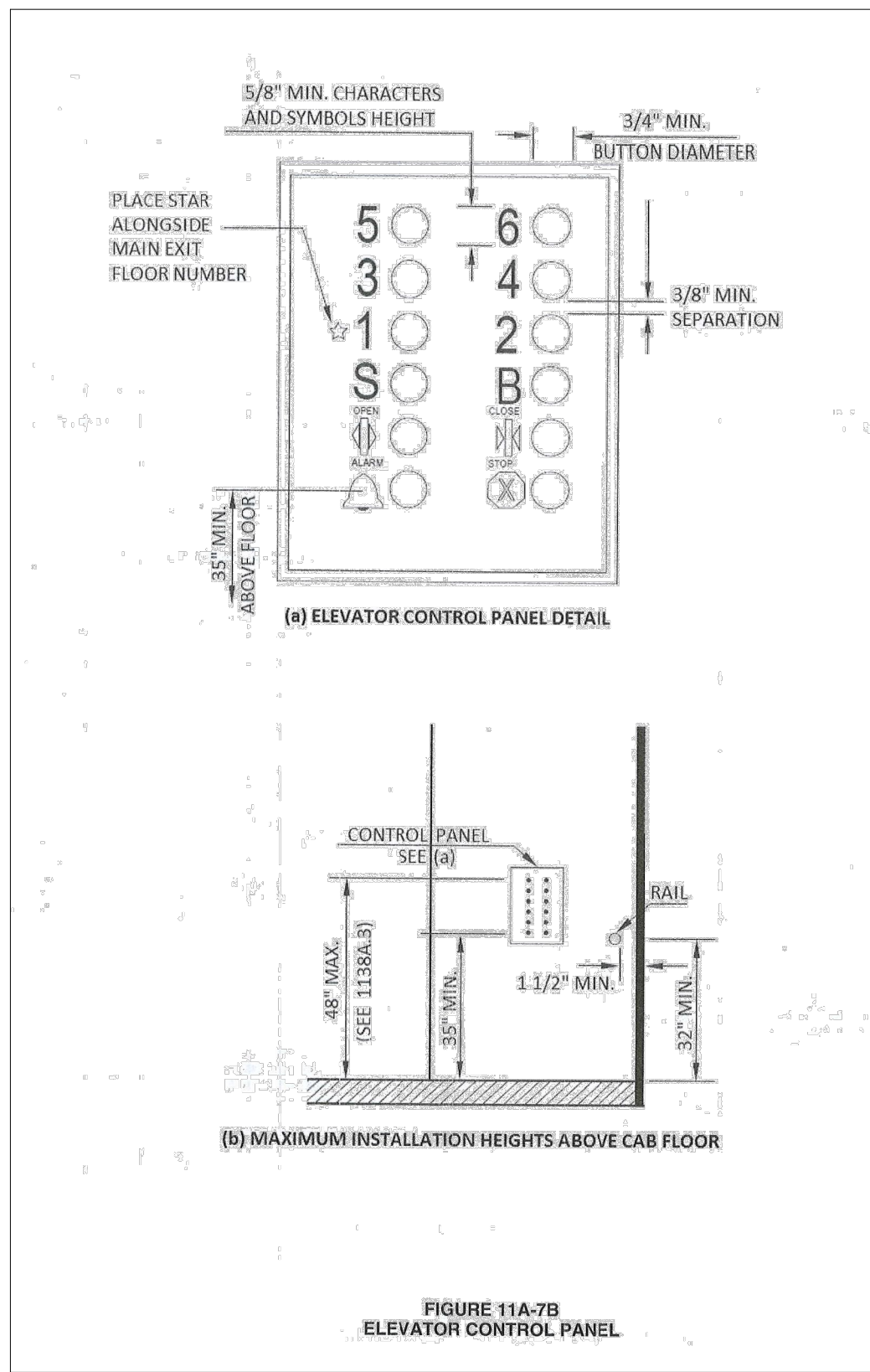
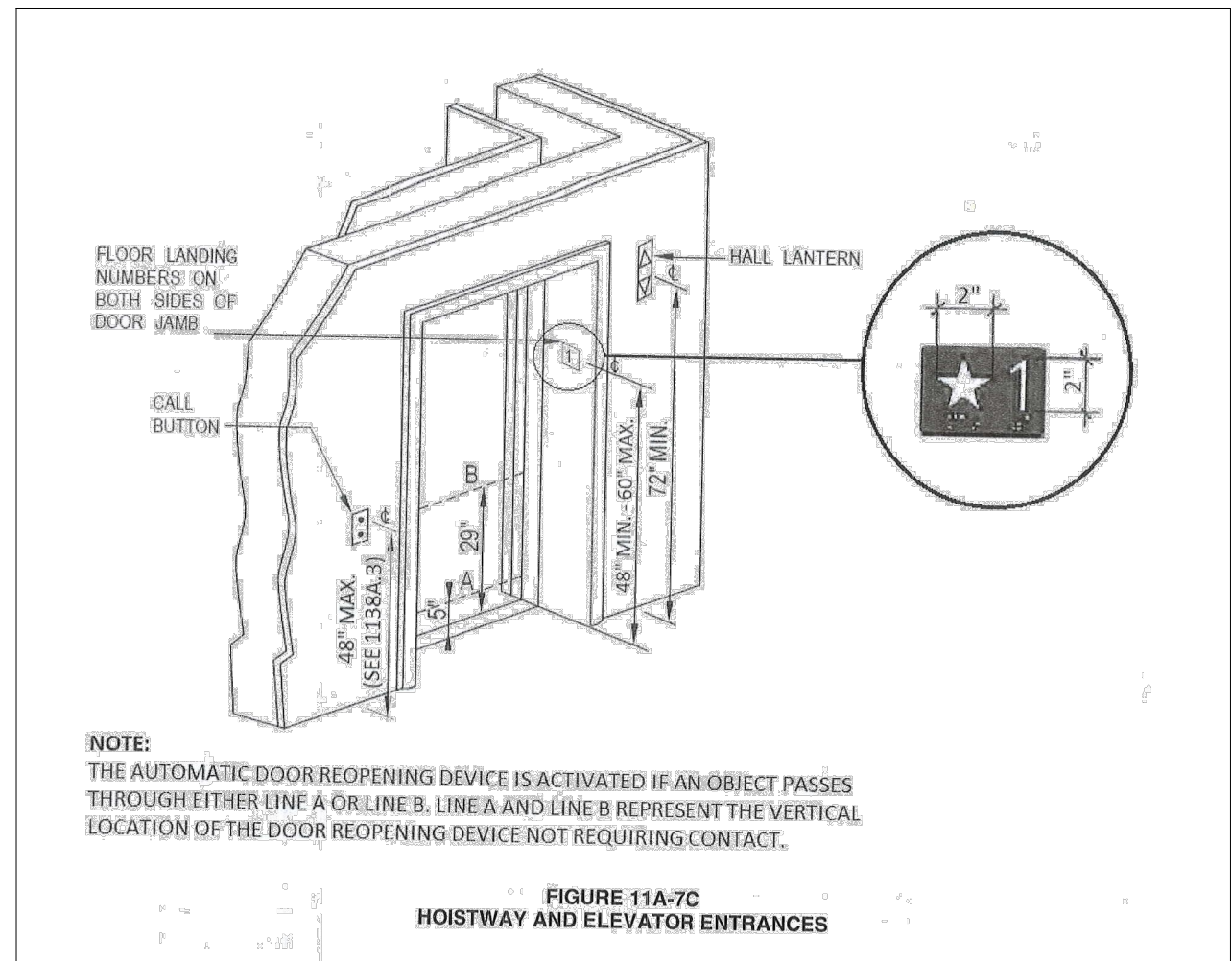
④ ROOF PLAN ELEVATOR SCALE : 1/4"=1'-0"



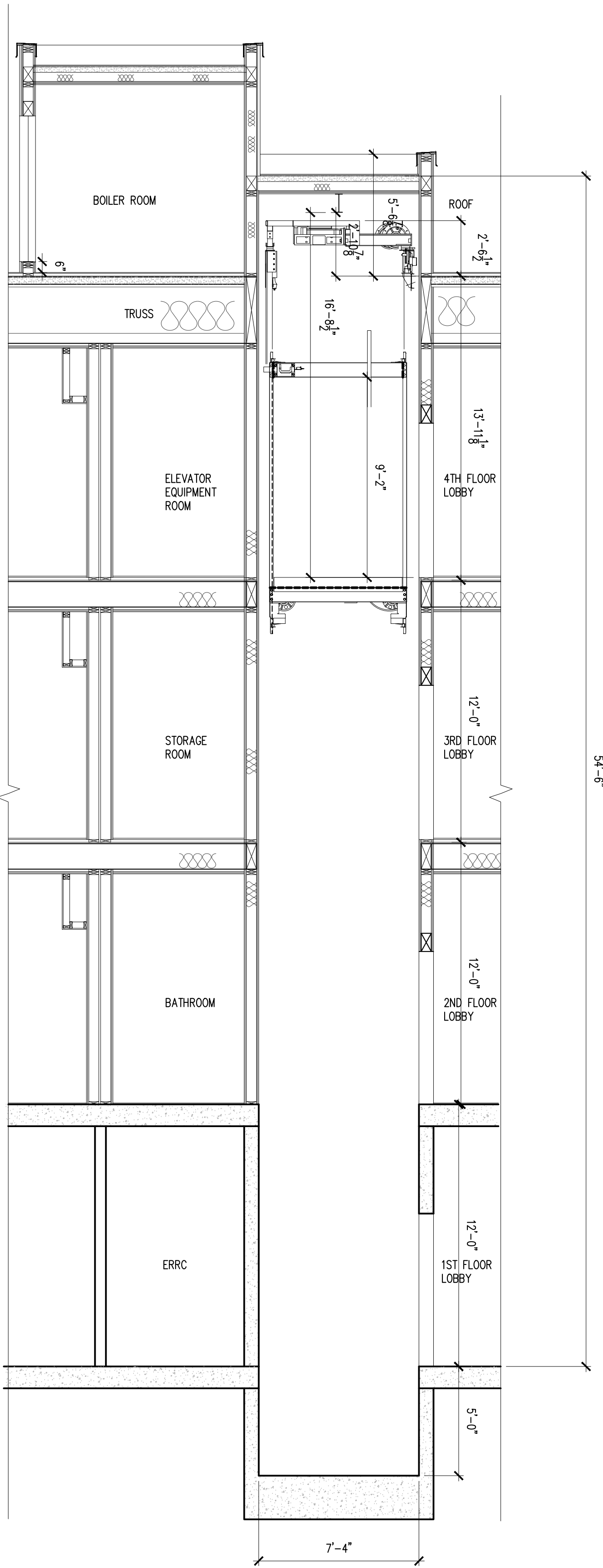
⑤ ELEVATOR DIMENSIONS SCALE : 3/8"=1'-0"



⑥ ELEVATOR AUDIBLE & VISUAL SCALE : 3/8"=1'-0"



⑦ ELEVATOR SECTION SCALE : 1/4"=1'-0"



⑦ EMERGENCY MEDICAL SERVICES SYMBOL

PROJECT :

CITY REVIEW SET NOT FOR CONSTRUCTION
Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

ELEVATOR DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A7.4

SHEETS IN SET

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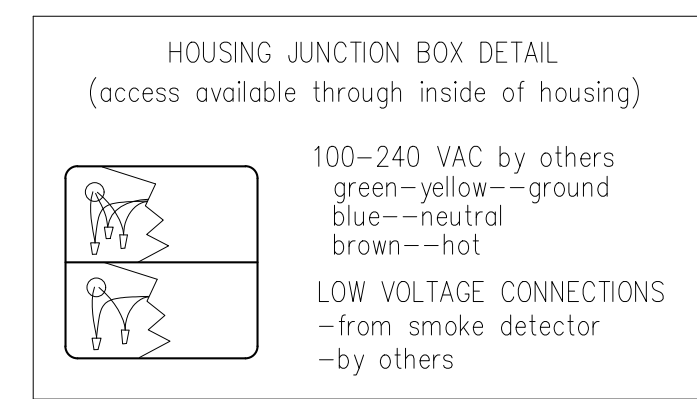
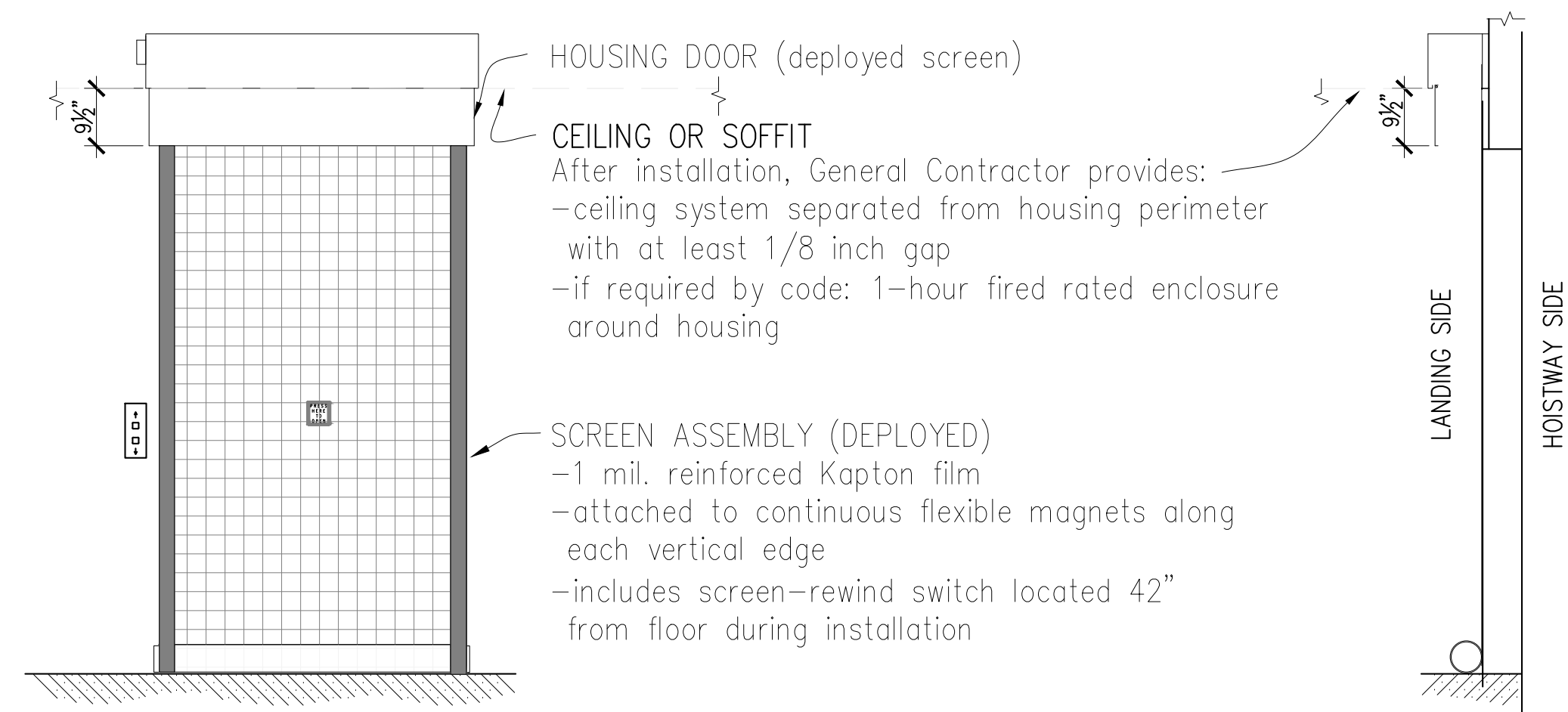
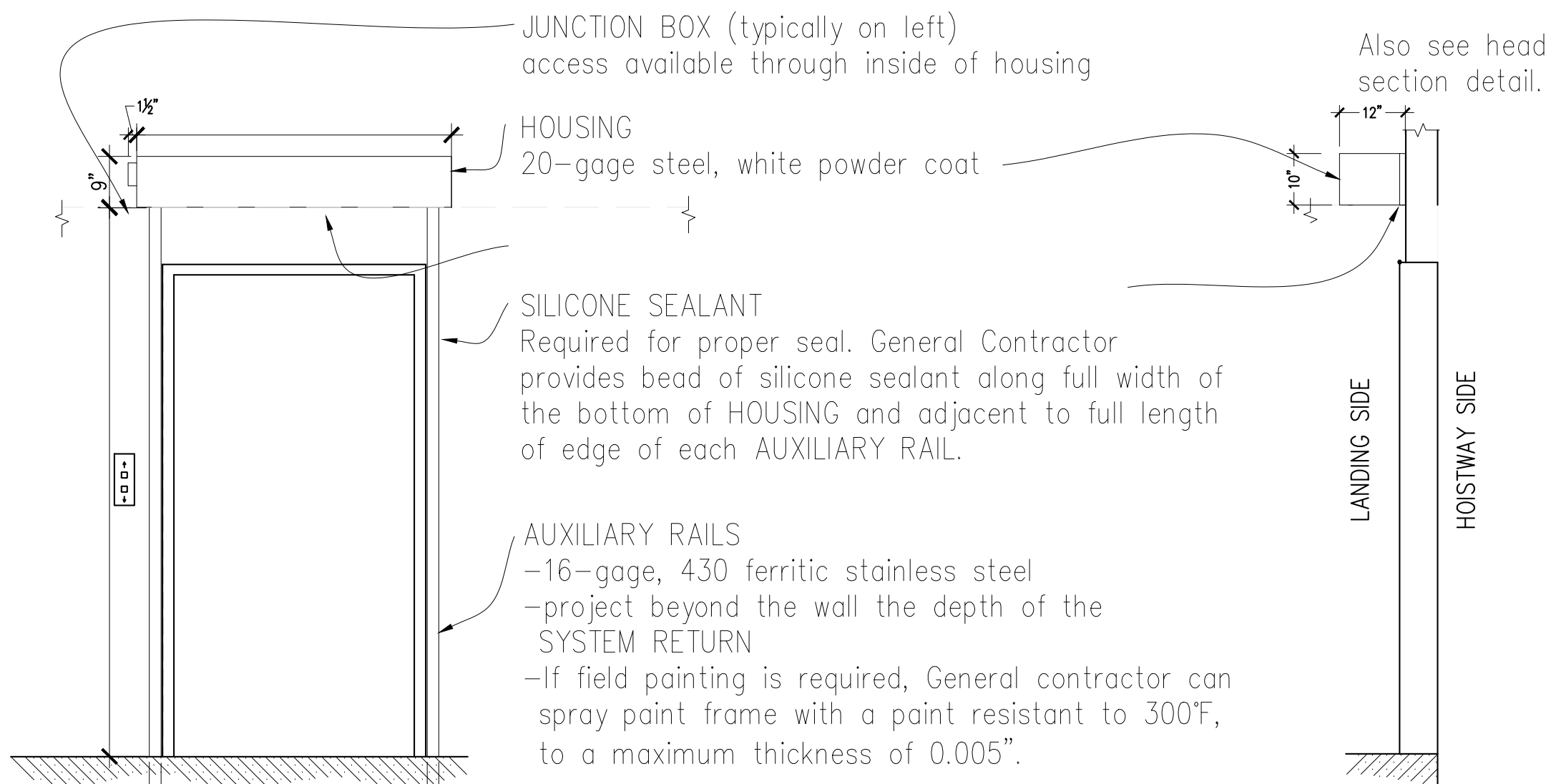
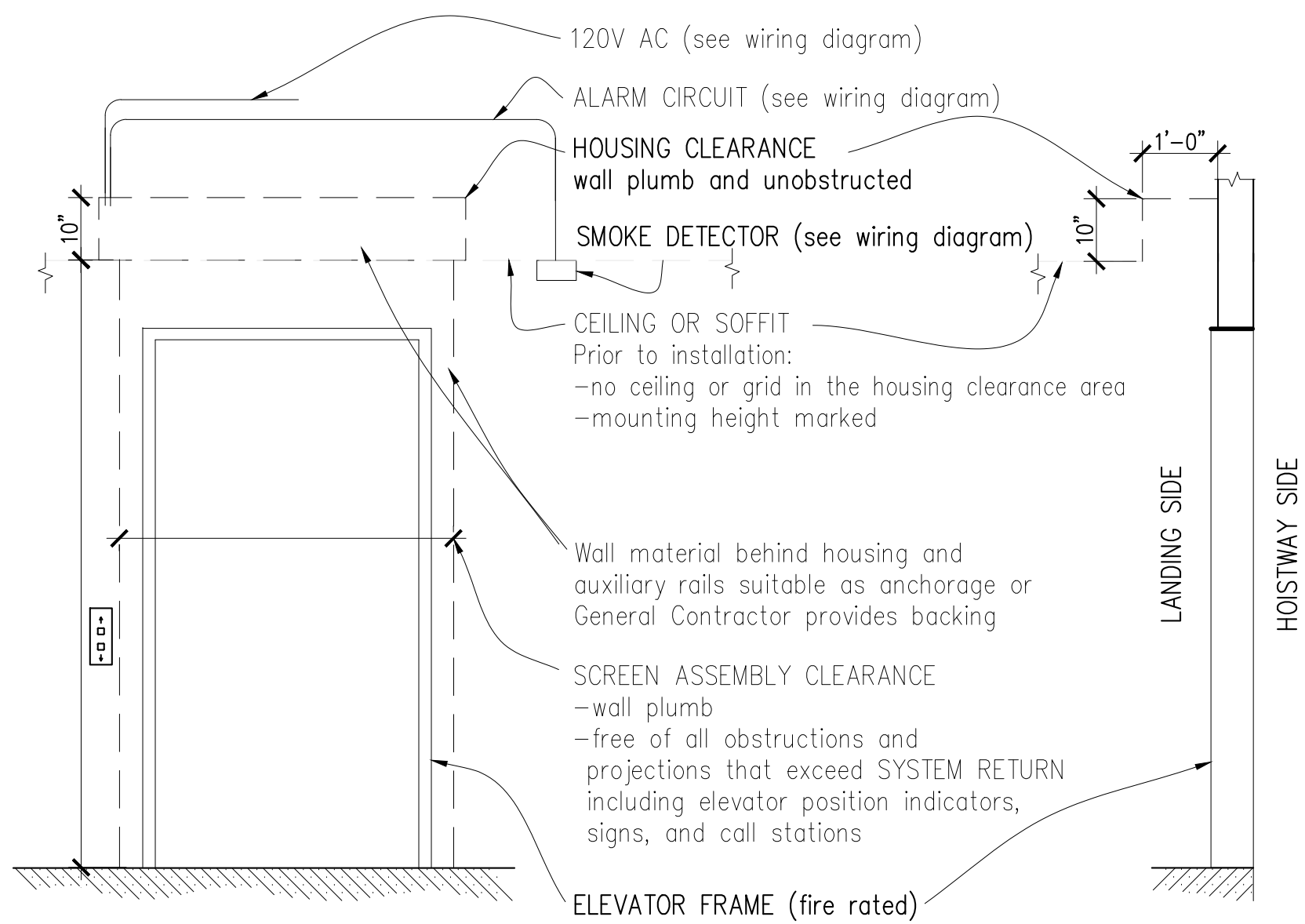
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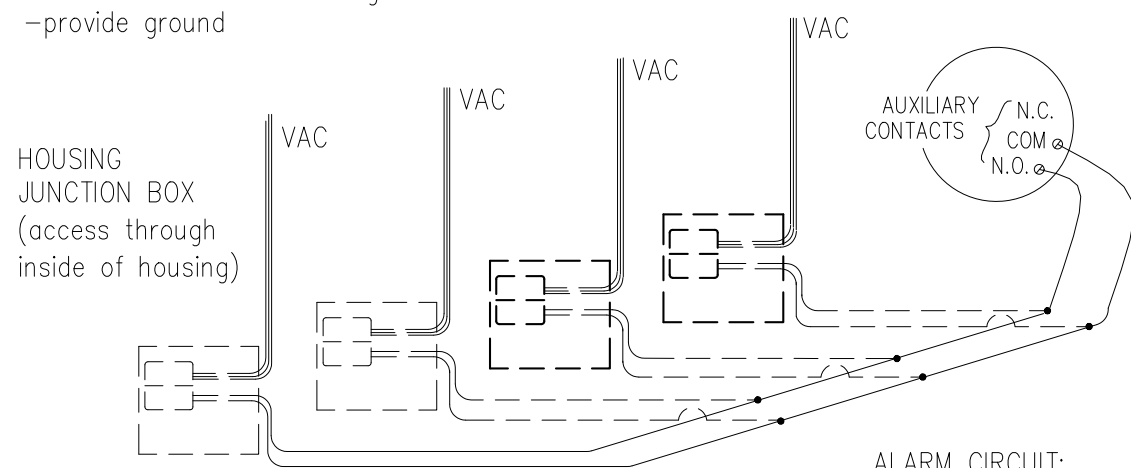
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100-240VAC POWER (50/60 Hz, 5A max): For motor rewind/retraction of screen after deployment. By others:
-provide conduit and wire
-(after unit is installed) remove temporary plug and wire VAC to high voltage wires in the junction box on the side of the housing
-provide ground



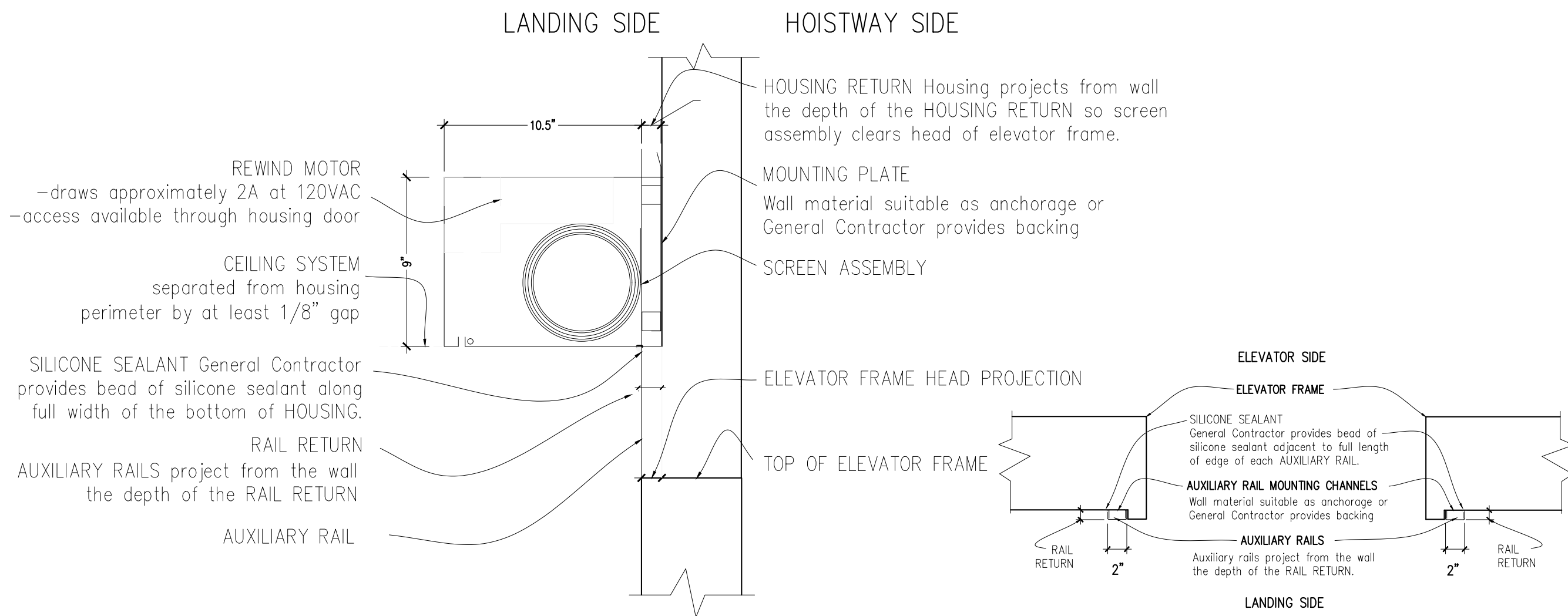
HOUSING (side view)

This drawing illustrates that up to 4 housings can be wired, in parallel, to the same end-of-line diode at an initiating device (smoke detector) auxiliary contact.

SMOKE DETECTOR (UL 268 compliant) By others:
-provide a normally OPEN auxiliary contact that is activated when the smoke detector goes into alarm. This contact does NOT activate on general building alarm.
-(when there are multiple-unit systems in a common area that are activated by a single smoke detector): wire up to 4 Smoke Guard units to a single smoke detector, IN PARALLEL. Multiple units on a common floor that are activated by the same smoke detector require alarm circuit wiring from the detector to each unit. The printed circuit board in each housing must see the end-of-line diode on the smoke detector.

END-OF-LINE DIODE:
By others:
-install end-of-line diode (furnished by Smoke Guard) at initiating device
-in parallel with the normally open auxiliary contact.

ALARM CIRCUIT:
By others:
-provide an alarm circuit from the normally open auxiliary contact of the smoke detector to the low voltage wires in the junction box on the side of the housing, using stranded wires, in raceways or conduit
-(after unit is installed) terminate the smoke detector wires to low voltage wires in the junction box on the side of the housing.



④ SMOKE CURTAIN DETAIL

SCALE : NTS

CITY REVIEW SET NOT FOR CONSTRUCTION

Main St Palace

1316 S Main St
Milpitas, CA 95035

CONSULTANT :

SHEET NAME :

ELEVATOR DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A7.5

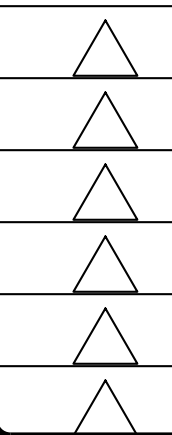
SHEETS IN SET

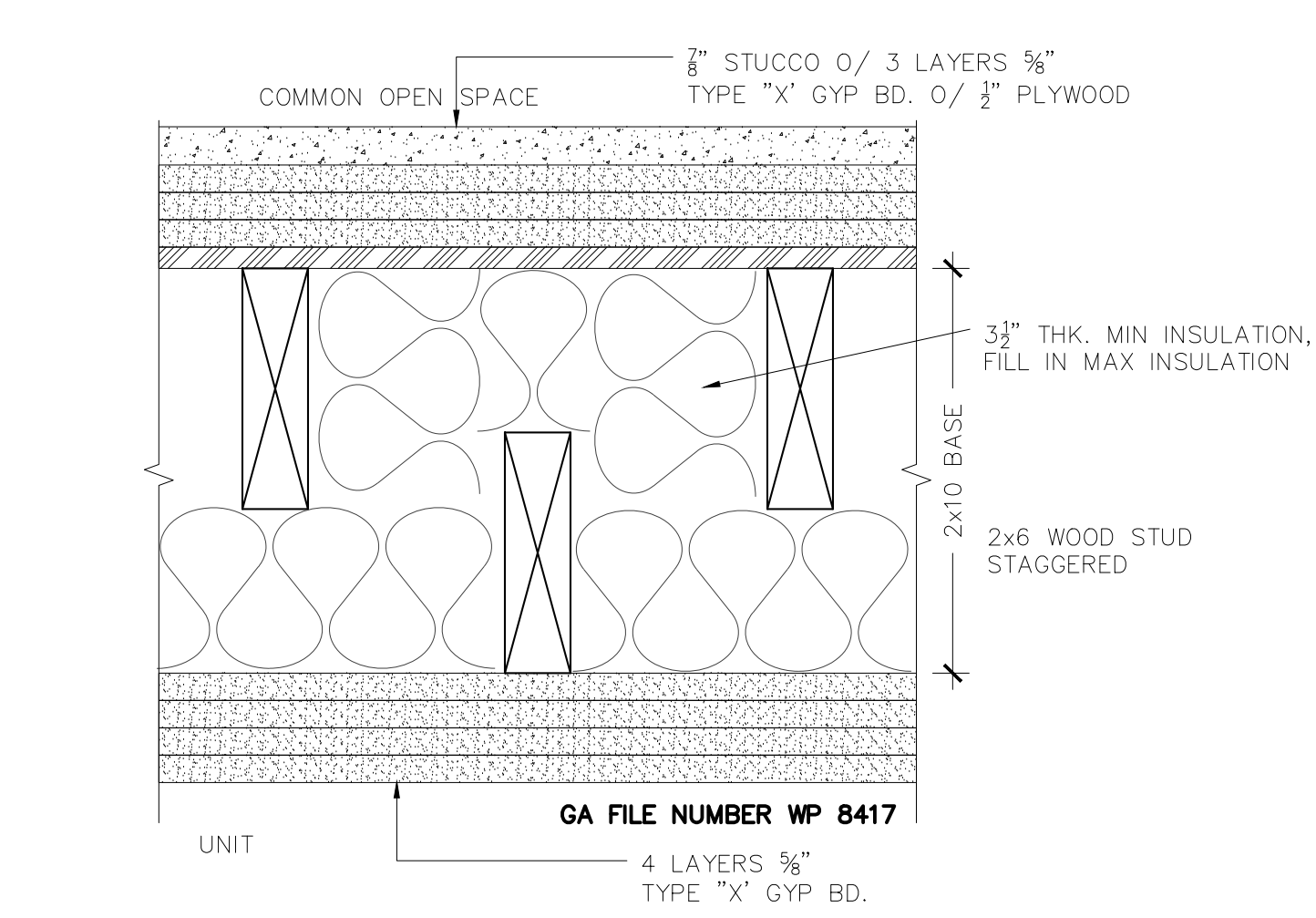
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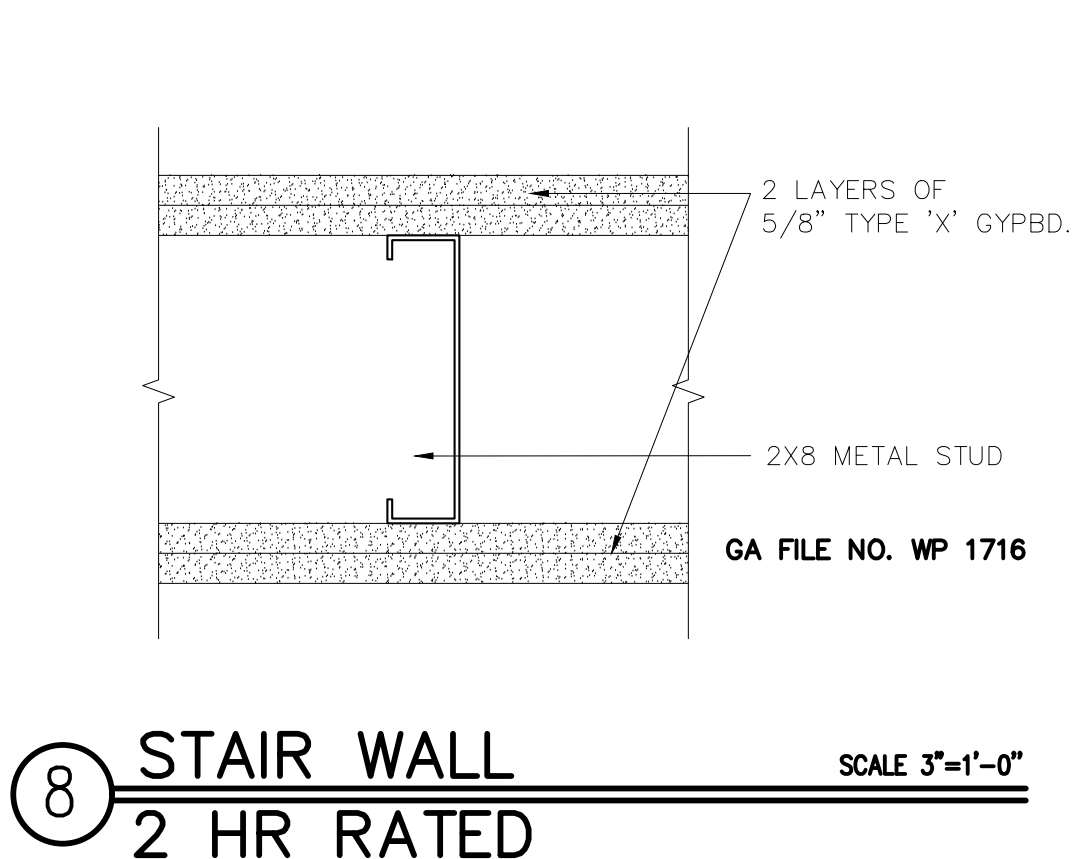
REVISIONS

BY

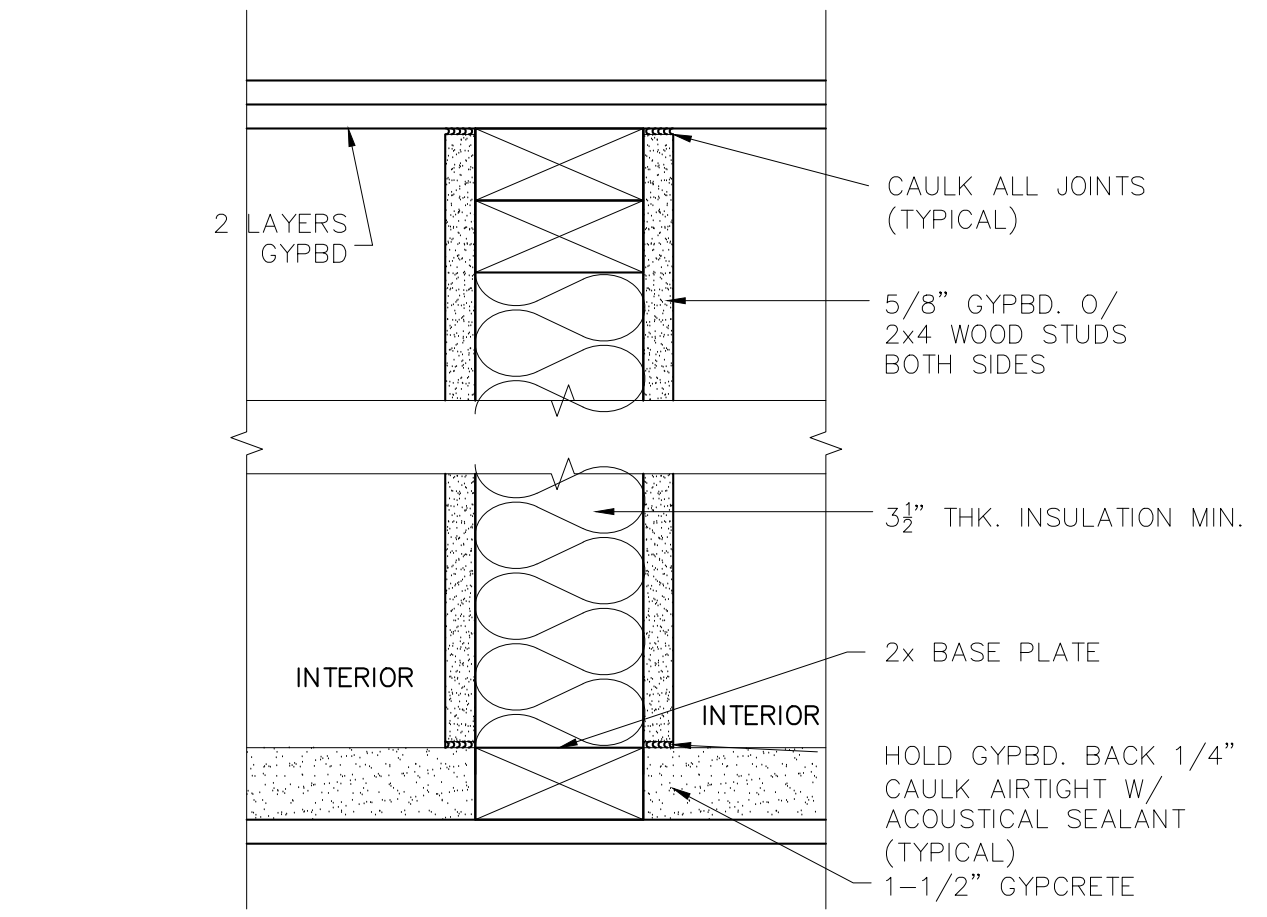




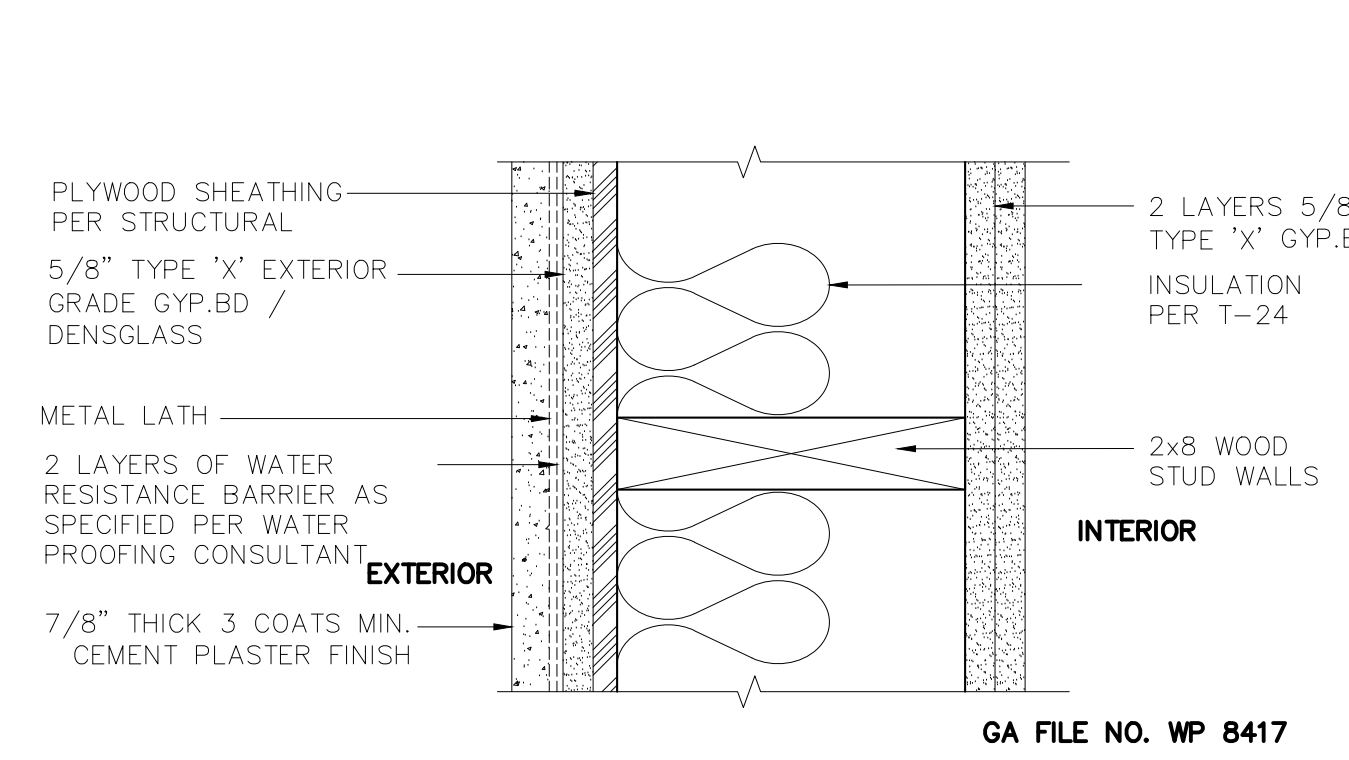
11 UNIT X03 ACOUSTIC WALL
2 HOUR RATED SCALE 3\"/>



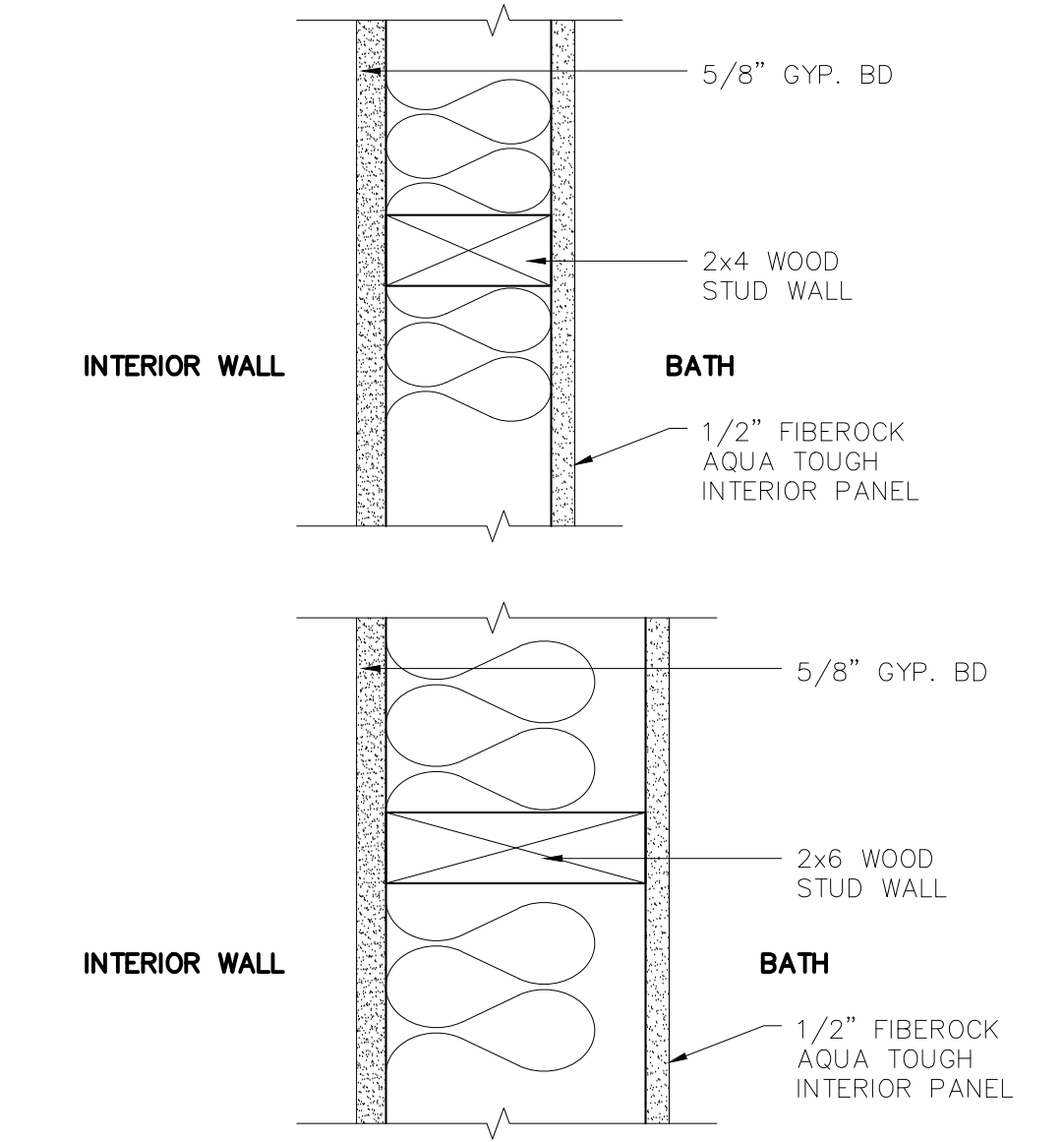
8 STAIR WALL
2 HR RATED SCALE 3\"/>



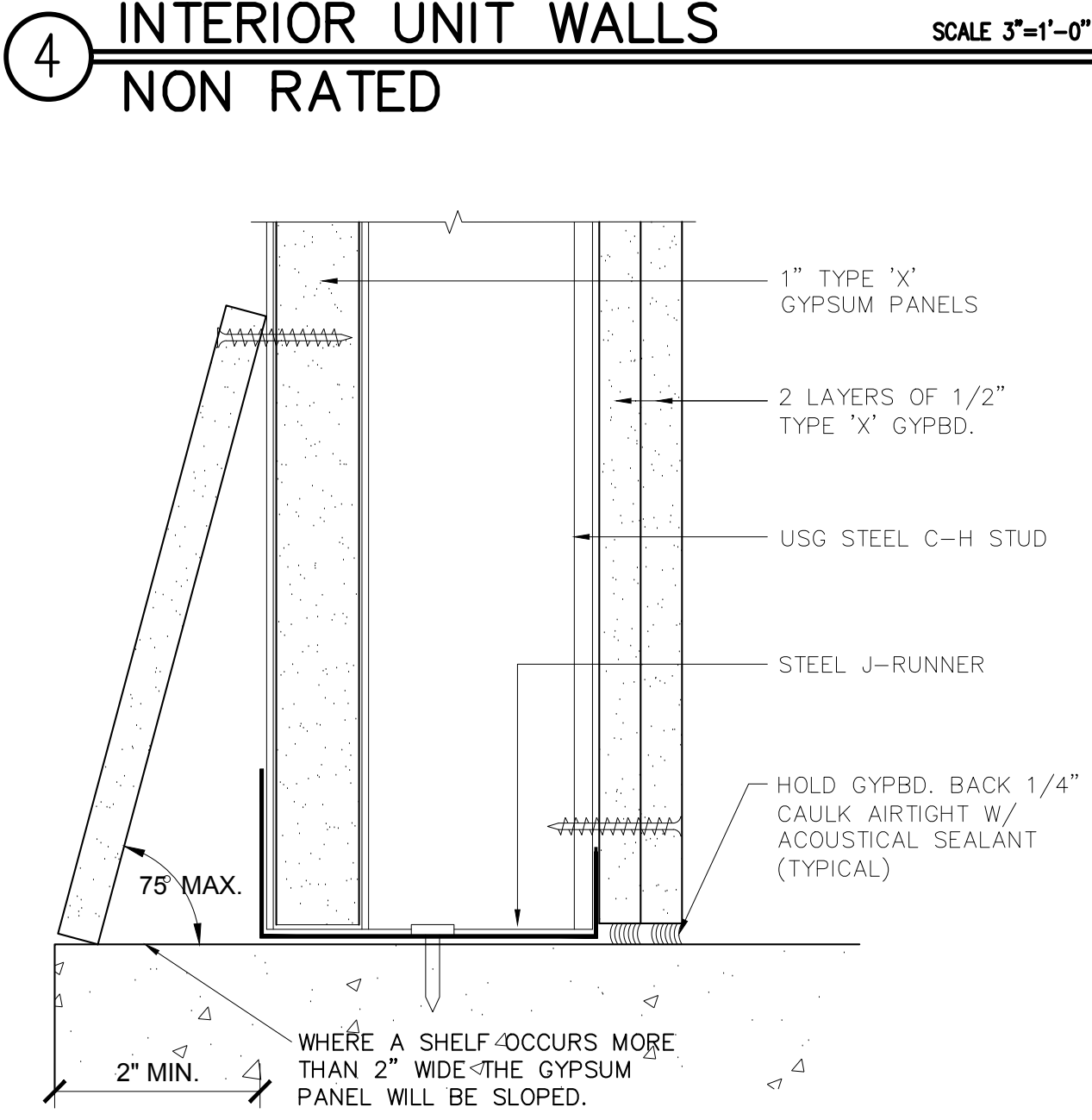
4 INTERIOR UNIT WALLS
NON RATED SCALE 3\"/>



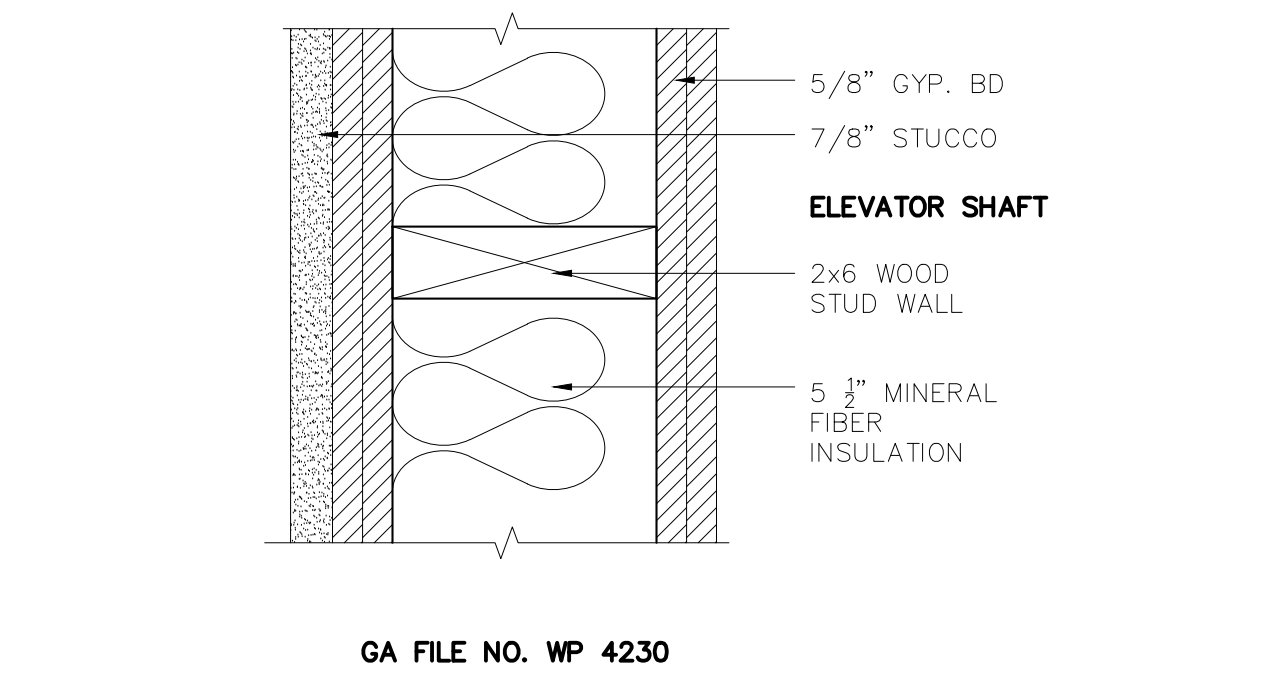
1 EXTERIOR WALL
2 HR RATED SCALE 3\"/>



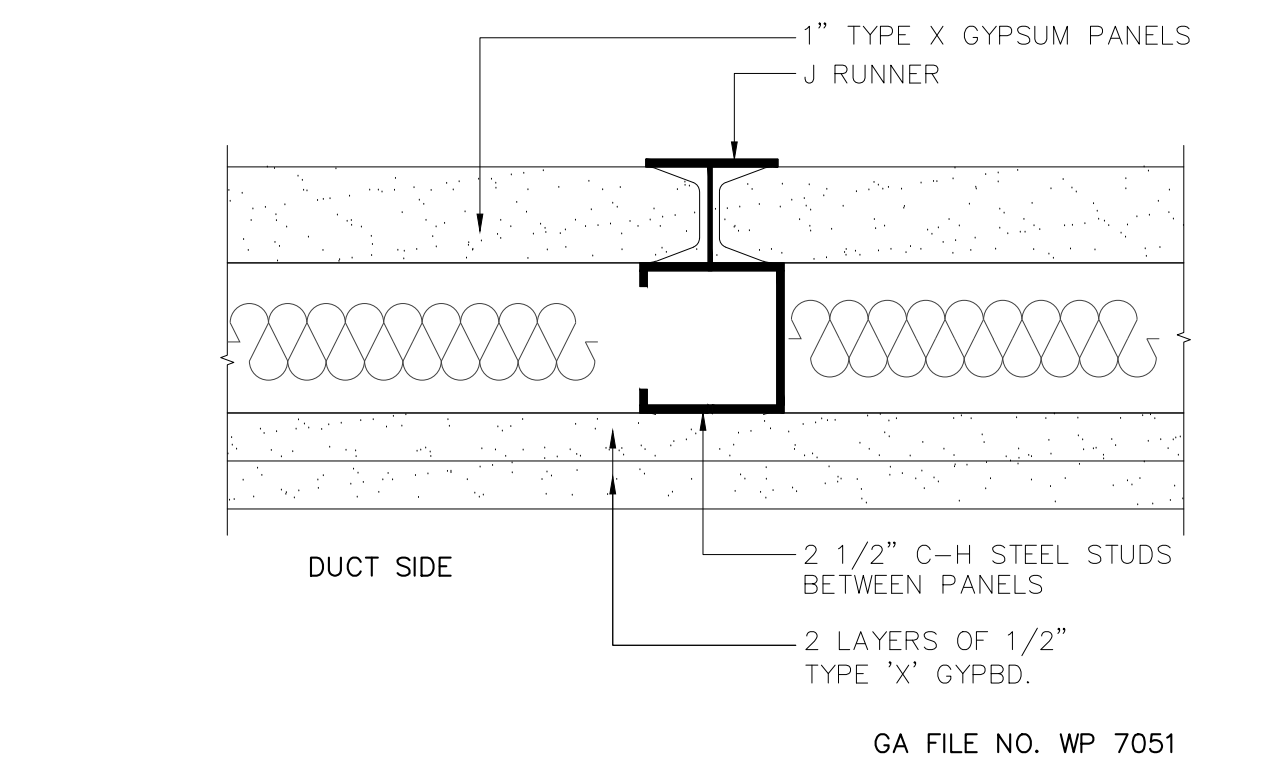
9 PLUMBING WALL
INTERIOR NON RATED SCALE 3\"/>



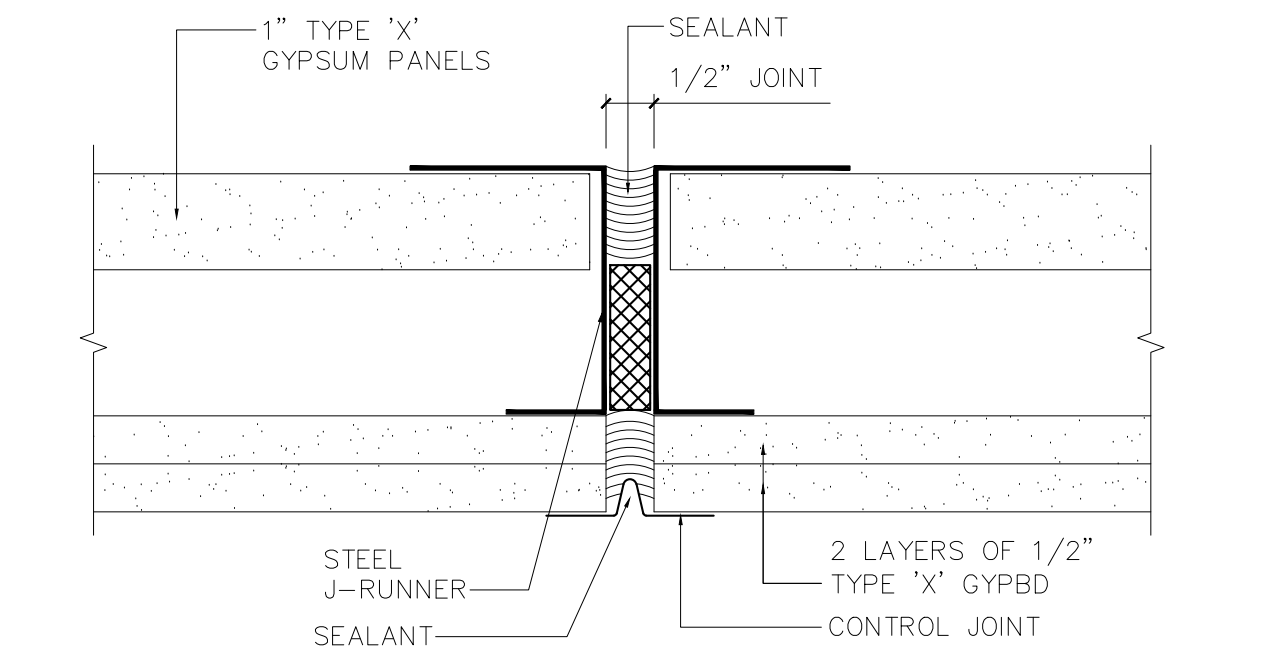
5 SHAFT WALL DETAIL
AT BASE SCALE 6\"/>



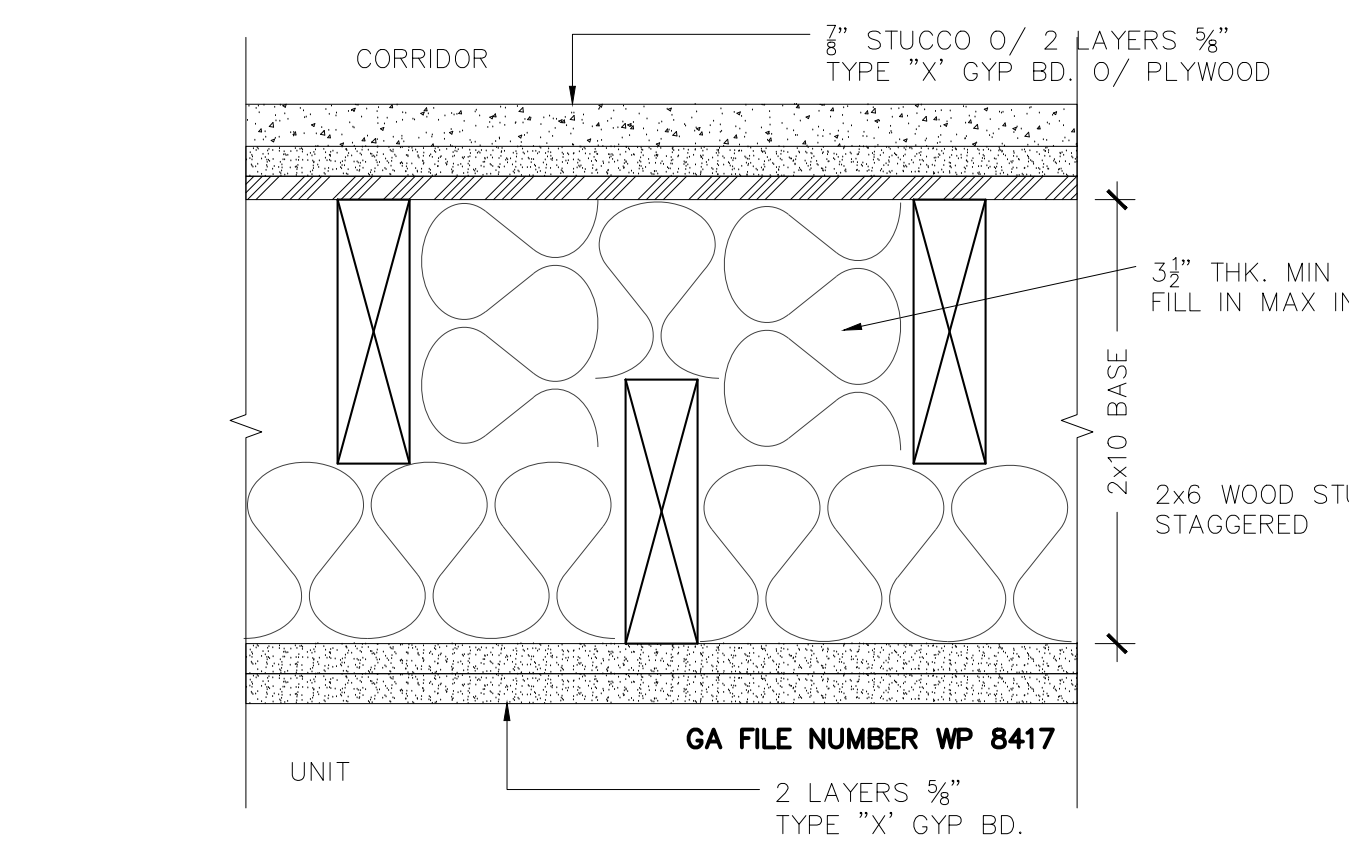
10 ELEVATOR WALL
2 HOUR RATED SCALE 3\"/>



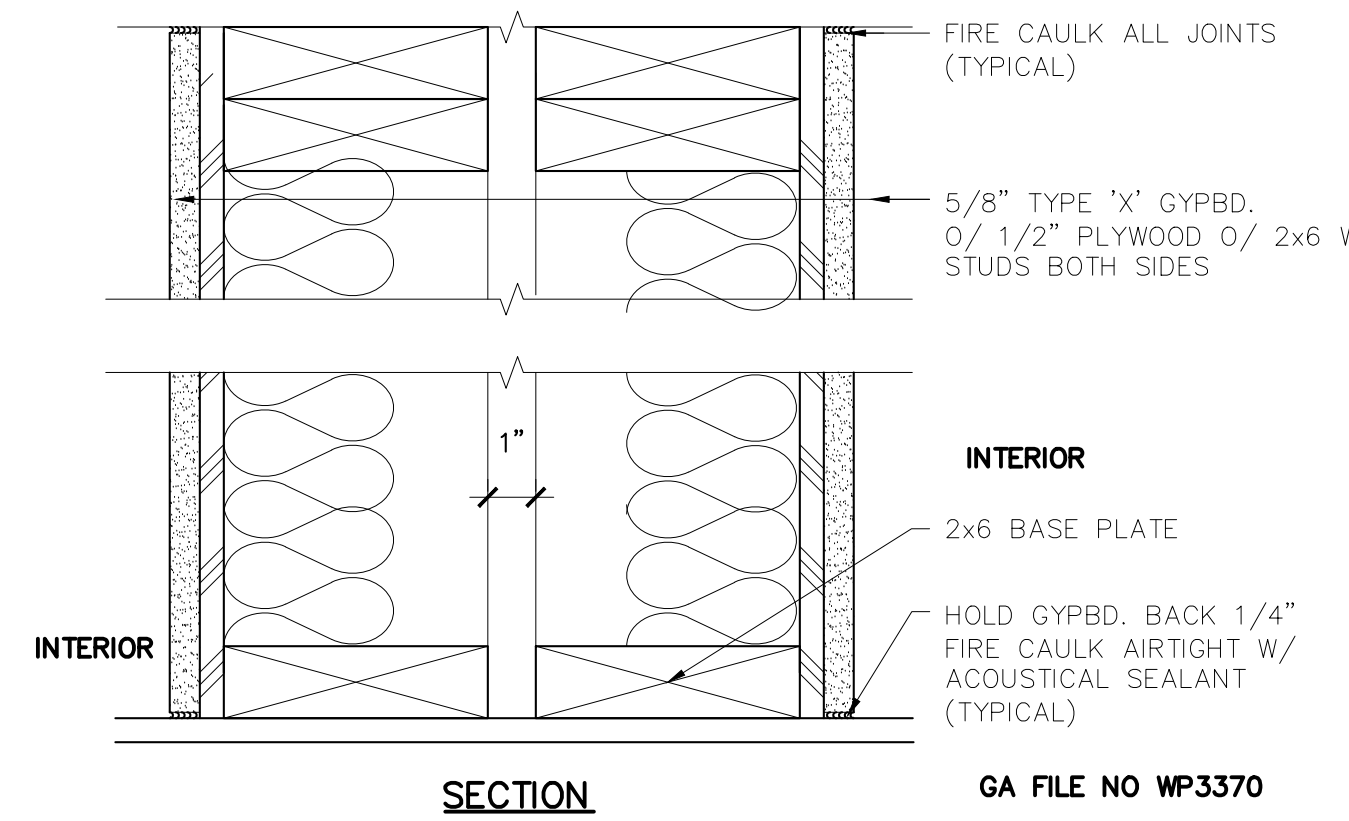
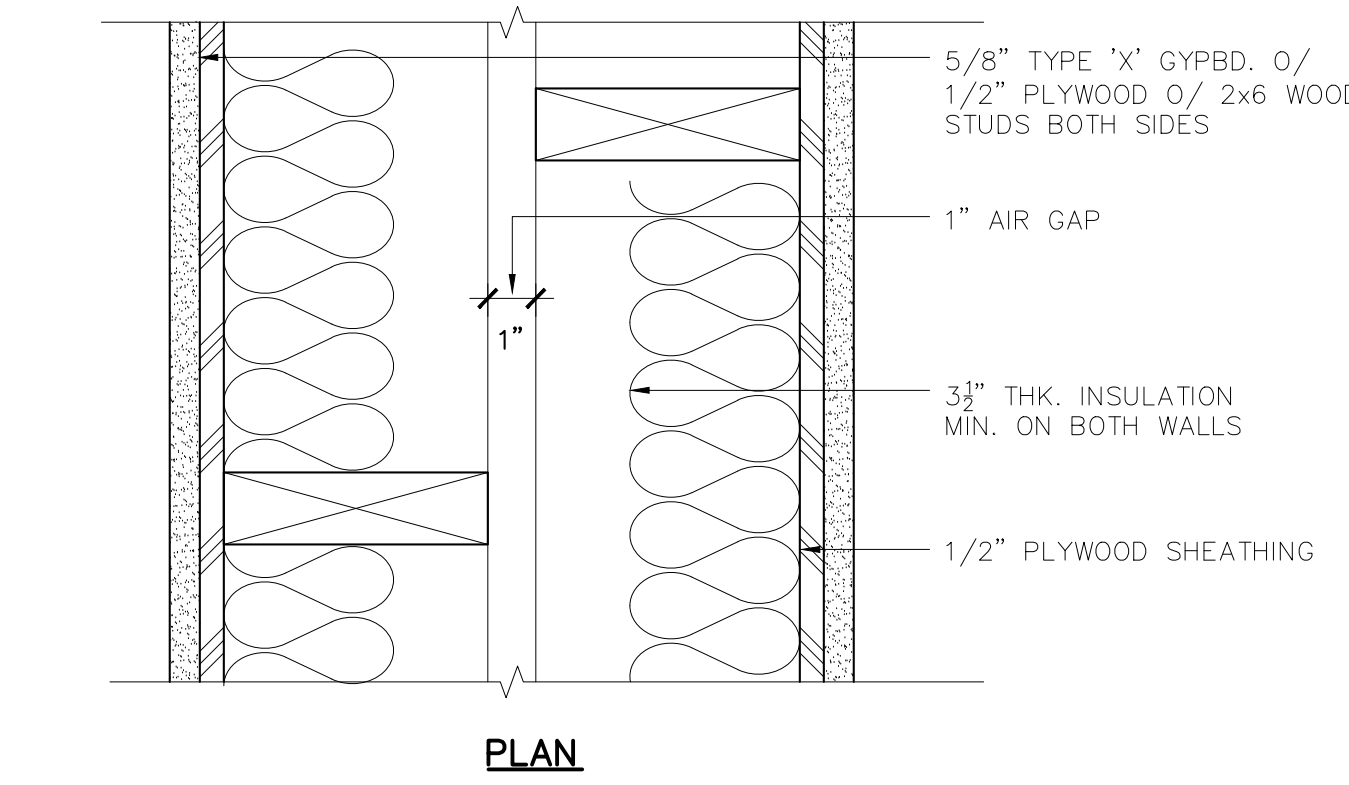
6 SHAFT WALL DETAIL
TWO HOUR SCALE 6\"/>



7 SHAFT WALL DETAIL
CONTROL JOINT SCALE 6\"/>



2 CORRIDOR WALL
2 HOUR RATED SCALE 3\"/>



NOTE 1: ADD ONE LAYER OF GYP. BD AT THE INTERIOR SIDE WHERE PLYWOOD IS NOT BEING USED

3 FIRE PARTITION
1 HR RATED SCALE 3\"/>

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SHEET NAME :

WALL DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

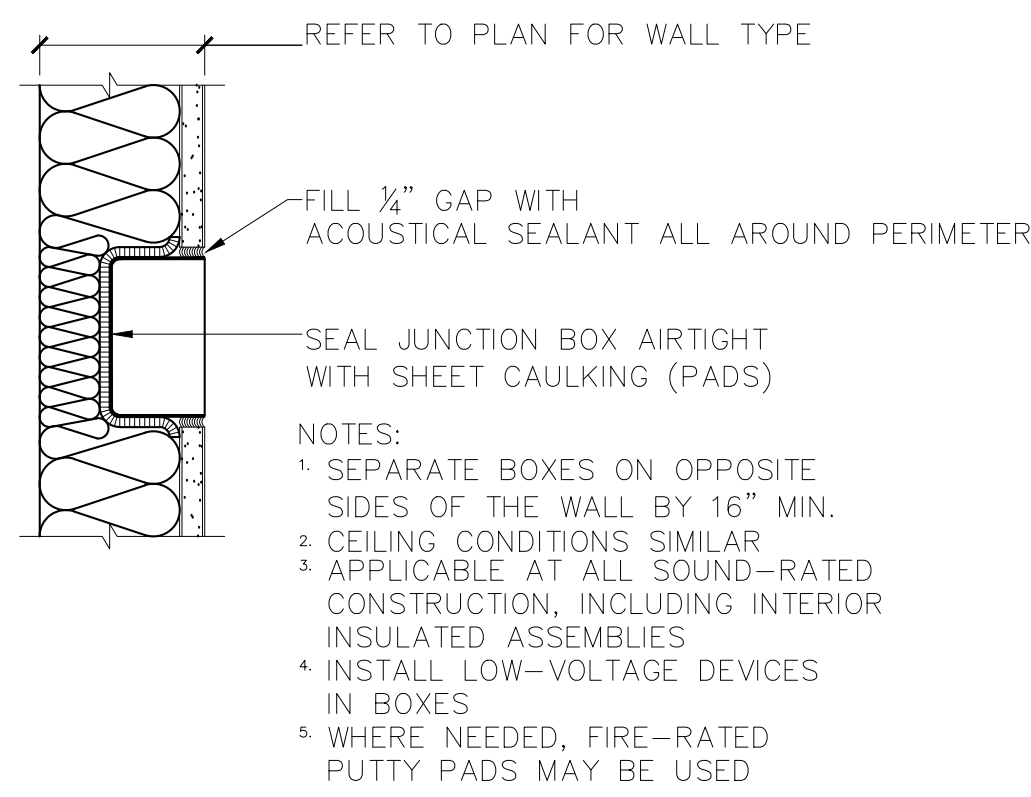
SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

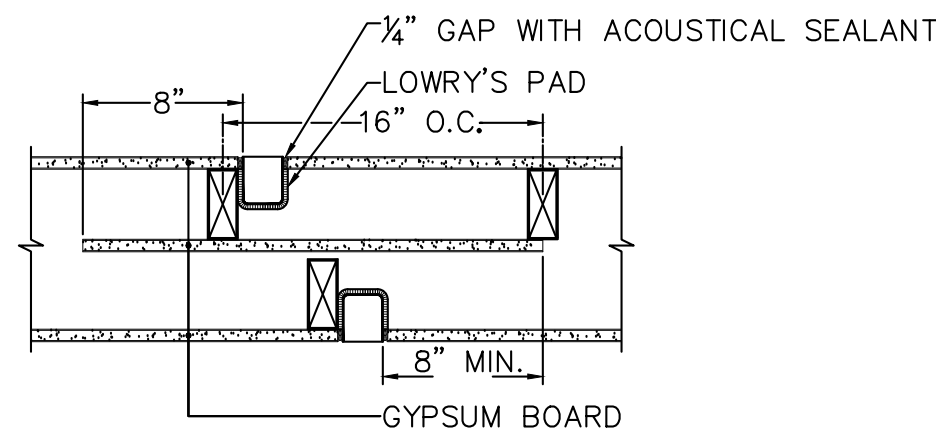
A9.1

SHEETS IN SET



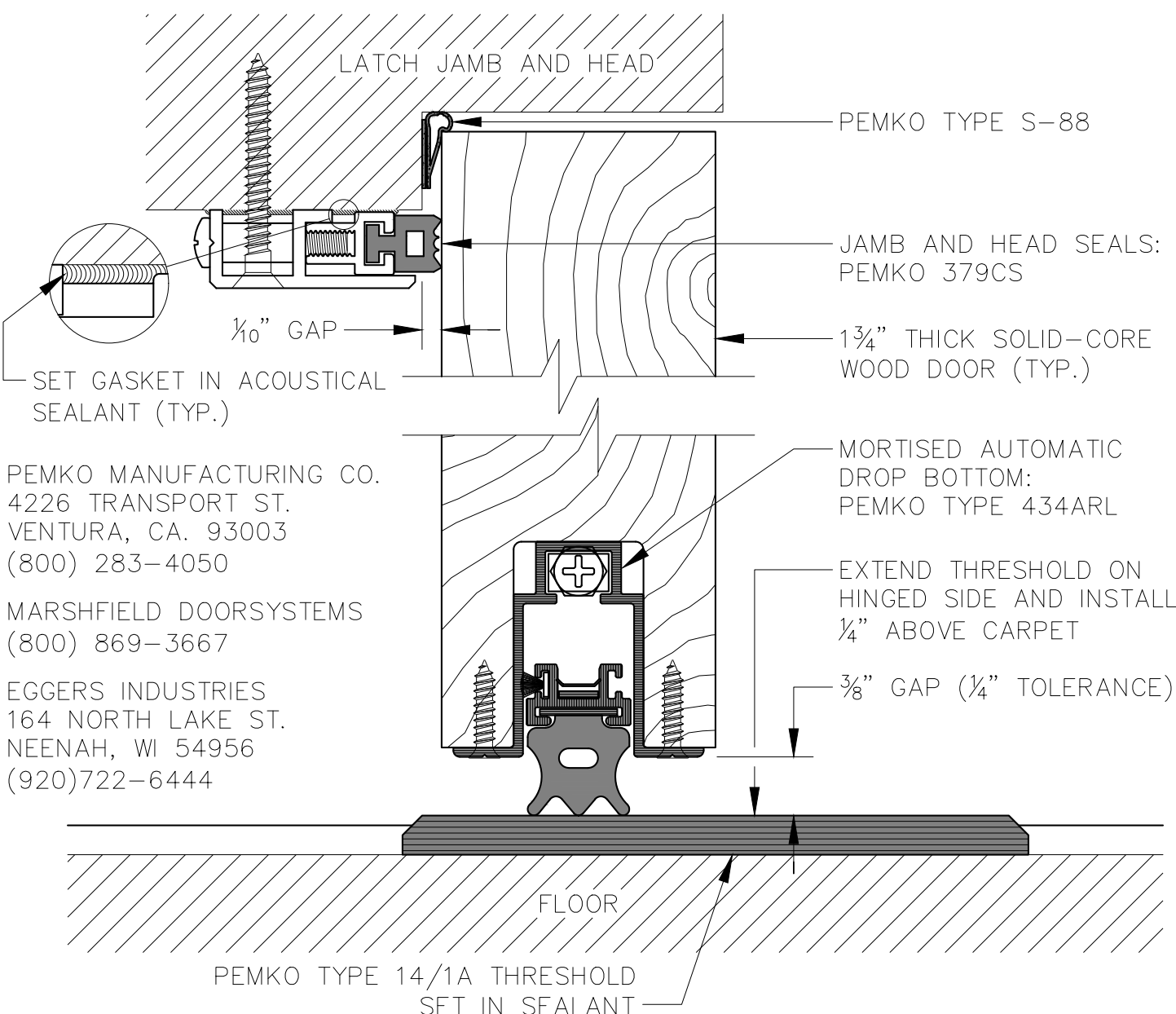
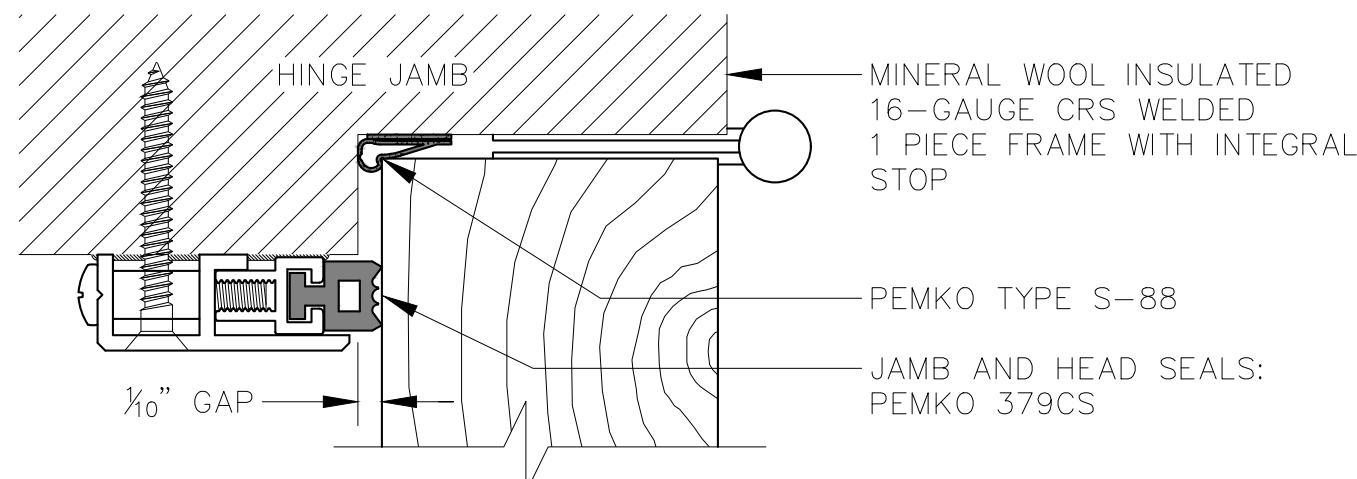
PADS MANUFACTURED AND
DISTRIBUTED BY: LOWRY'S, INC.
www.lowrys.com
NELSON FSP FIRESTOP PUTTY PADS
DISTRIBUTED BY: EMERSON INDUSTRIAL
www.emersonindustrial.com

13 JUNCTION BOX 1/2" = 1'-0"



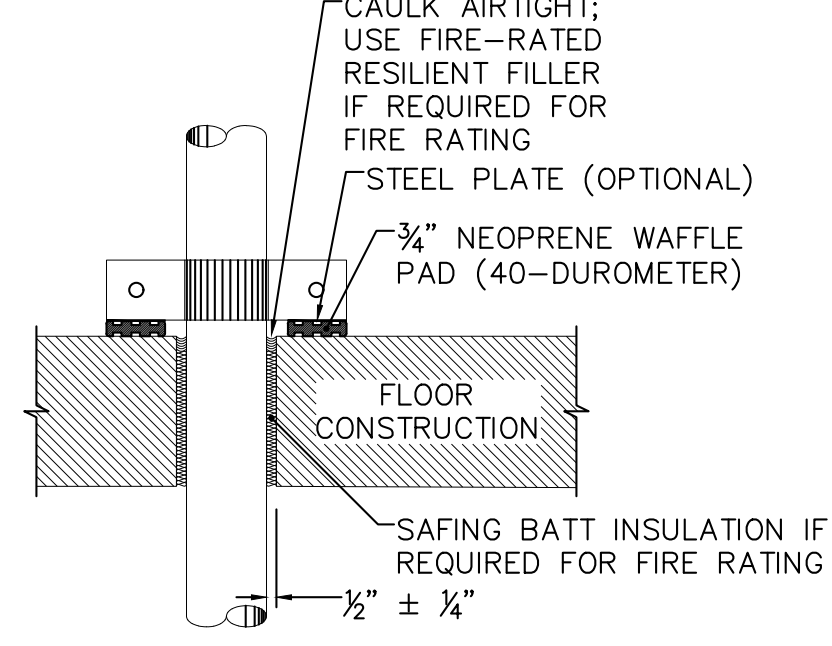
NOTES: 1. PANEL TO BE EITHER 1/2" MINIMUM GYPSUM BOARD OR SHEET METAL
2. PANEL TO BE ATTACHED TO ONLY ONE ROW OF STUDS
3. PANEL TO EXTEND 8" ABOVE AND BELOW OUTLETS
4. INSULATION NOT SHOWN FOR CLARITY
5. METAL FRAMING SIMILAR

14 OUTLET BOX ISOLATION 1" = 1'-0"



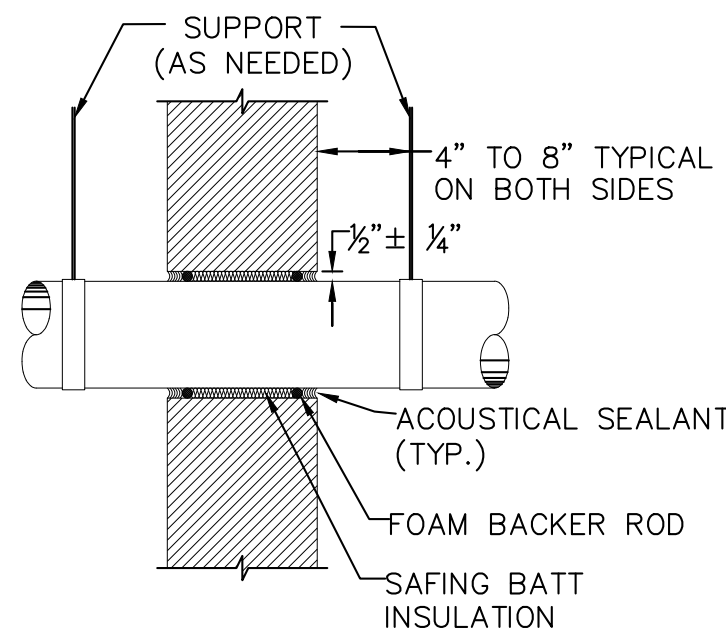
PEMKO MANUFACTURING CO.
4226 TRANSPORT ST.
VENTURA, CA. 93003
(800) 283-4050
MARSHFIELD DOORSYSTEMS
(800) 869-3667
EGGERS INDUSTRIES
164 NORTH LAKE ST.
NEENAH, WI 54956
(920)722-6444

15 GASKETED DOOR NTS



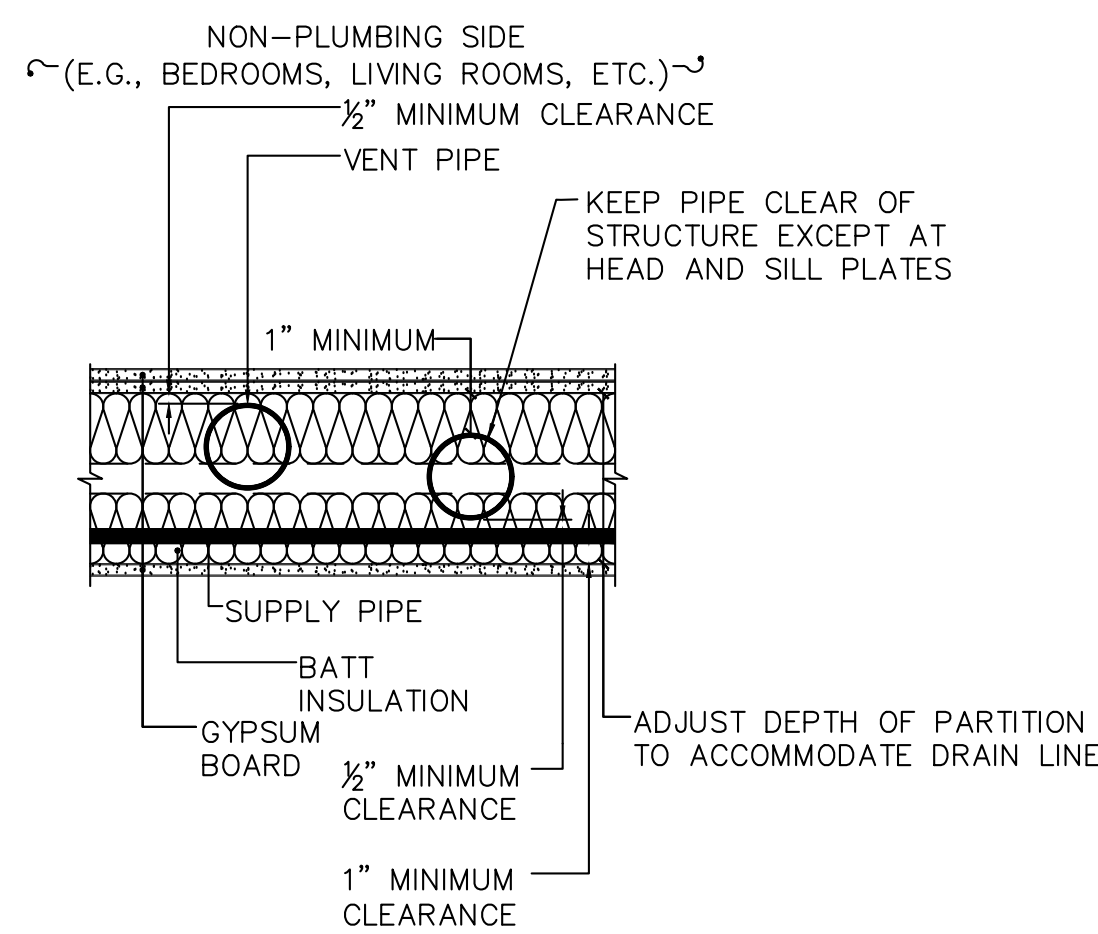
NOTE: IF PIPE IS SUSPENDED FROM-OR DIRECTLY ATTACHED TO-STRUCTURE OR OTHER BUILDING ELEMENTS, USE 3/4" THICK FELT, OR 40-DUROMETER NEOPRENE AS SLEEVE BETWEEN PIPE AND PIPE HANGER

10 PIPE RISER ISOLATION 1" = 1'-0"

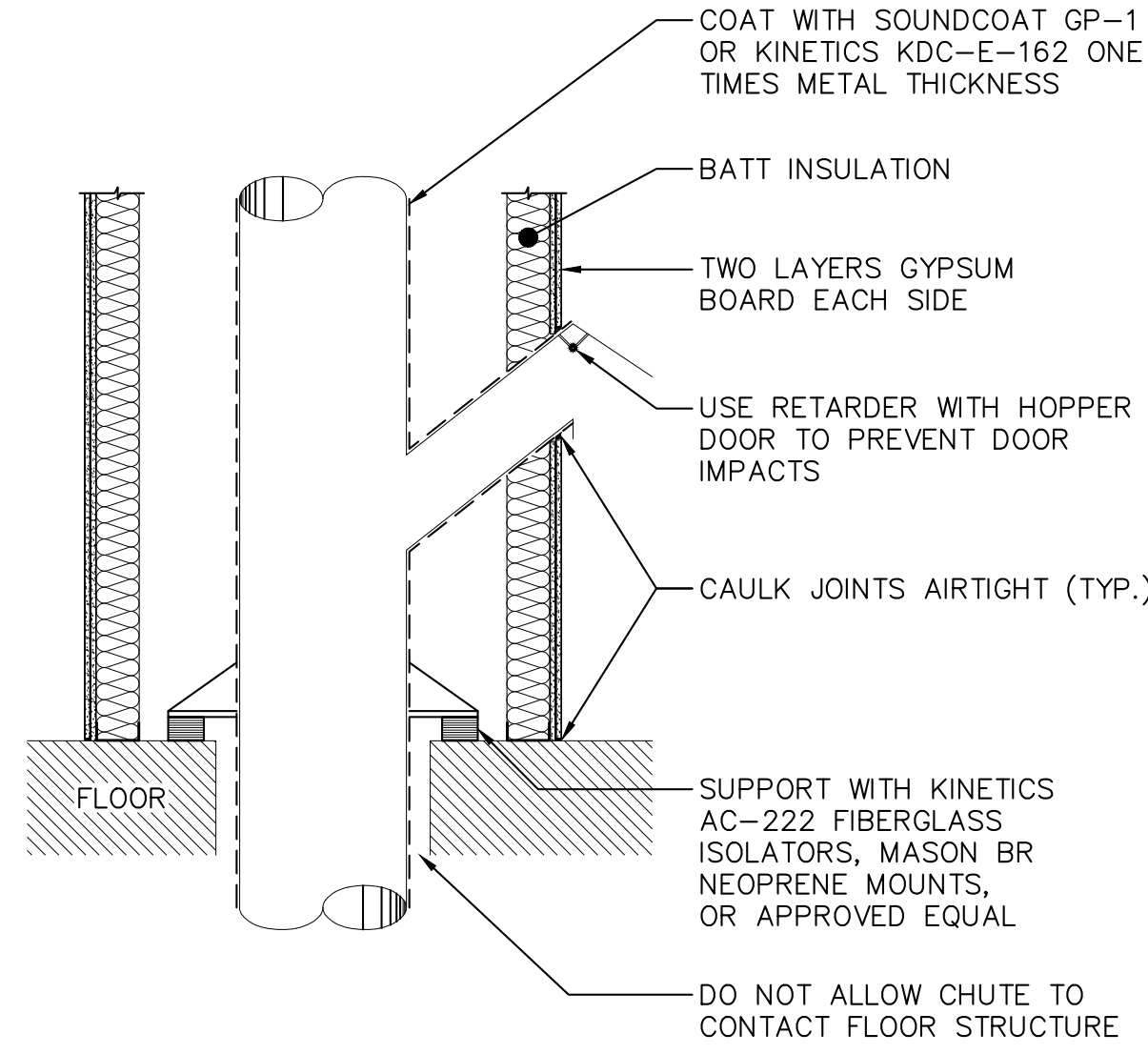


(DUCT, PIPE, OR CONDUIT 3" DIAMETER OR GREATER)
NOTE: APPLICABLE AT ALL SOUND-RATED CONSTRUCTION INCLUDING INTERIOR INSULATED ASSEMBLIES

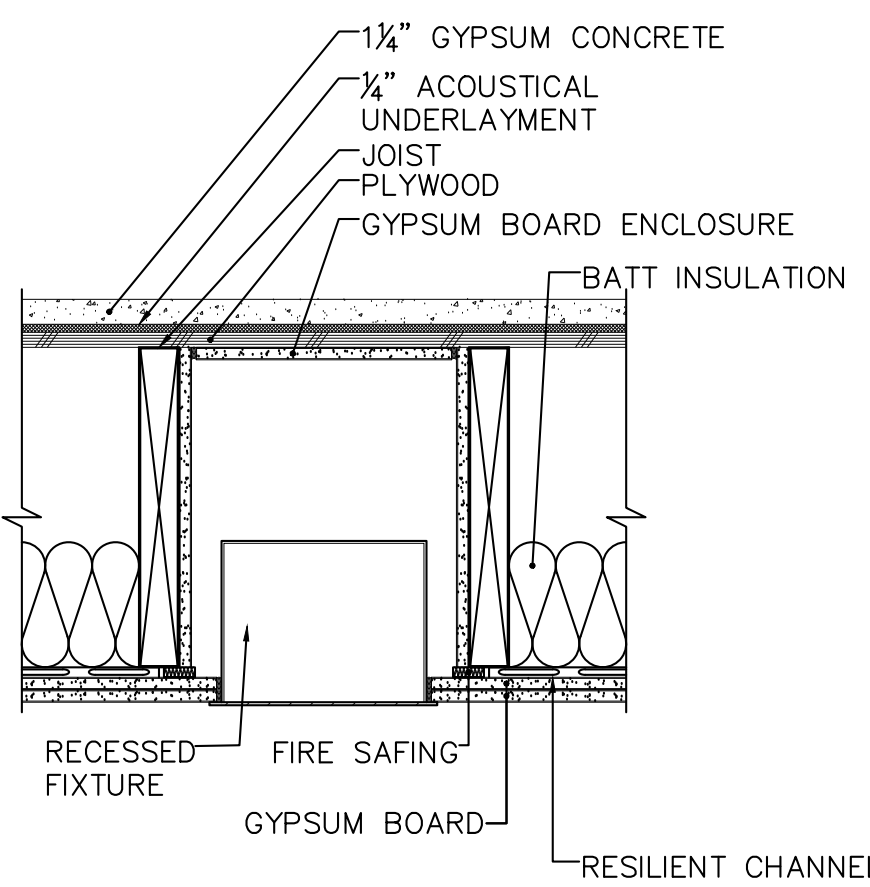
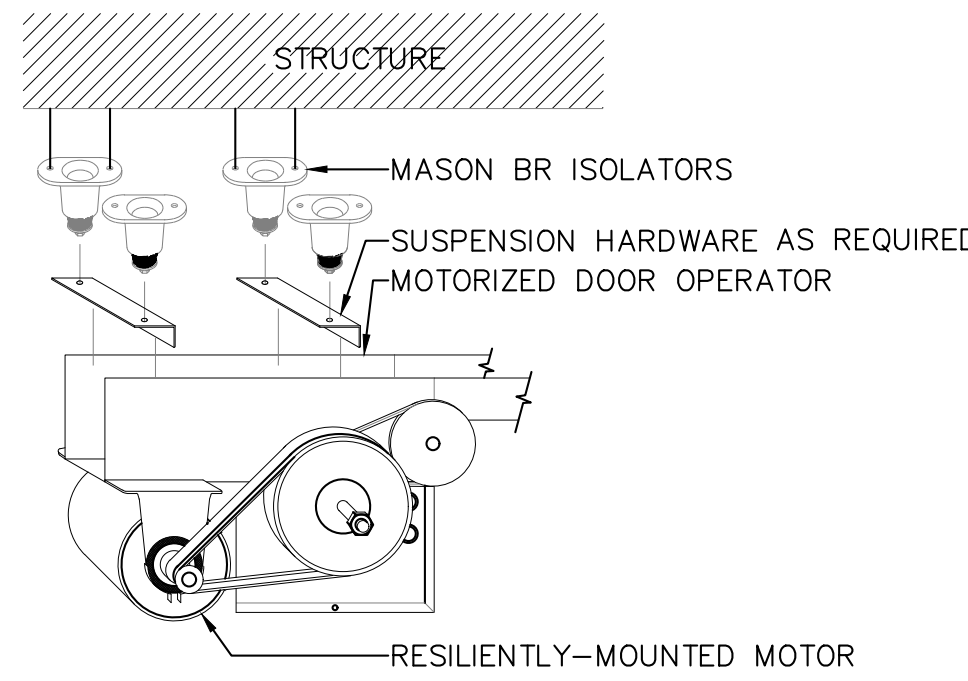
11 TYPICAL DUCK, PIPE, CONDUIT PENETRATION DETAIL SCALE: NTS



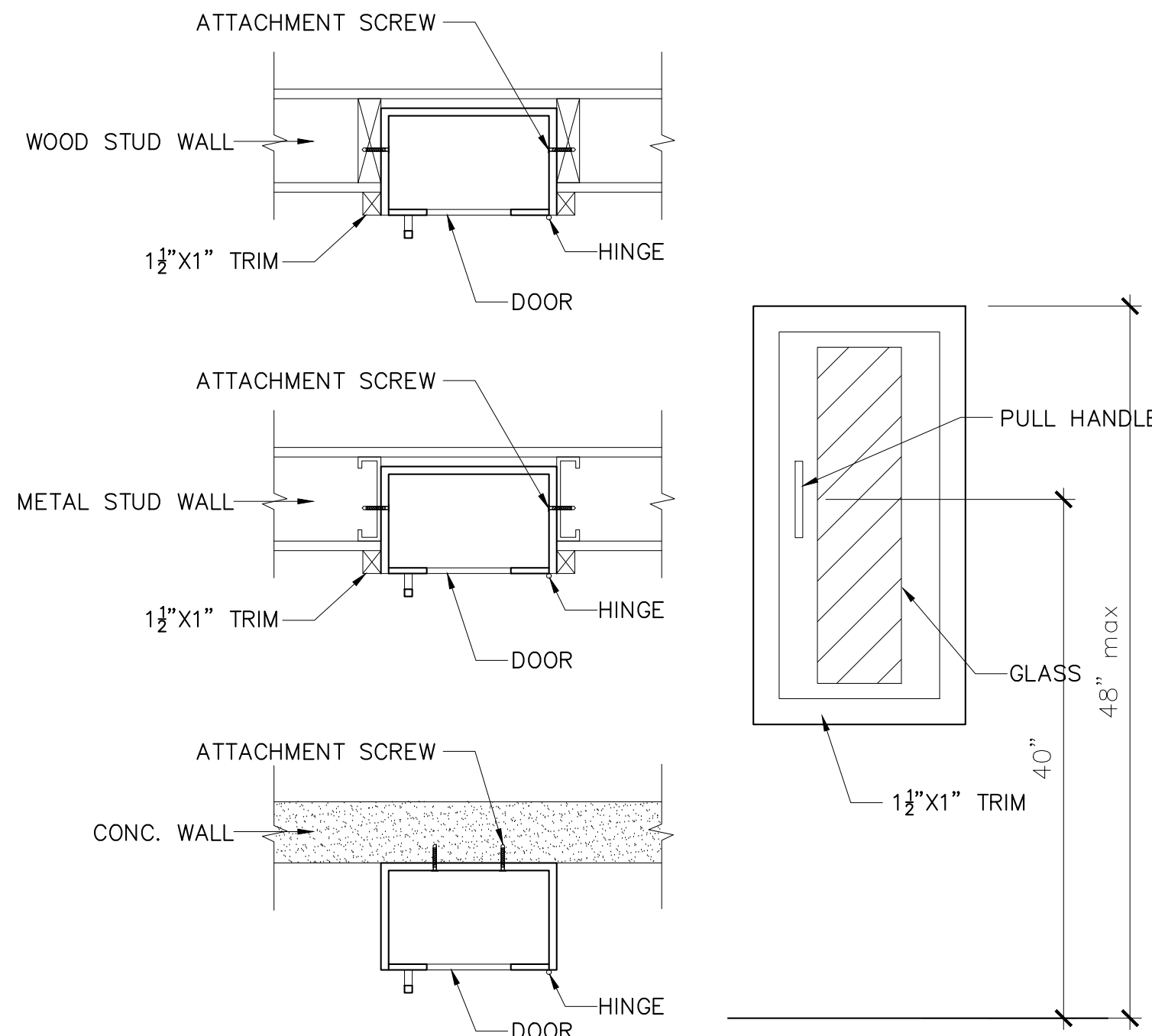
12 PLUMBING WALL WIDTH AND CLEARANCES 1" = 1'-0"



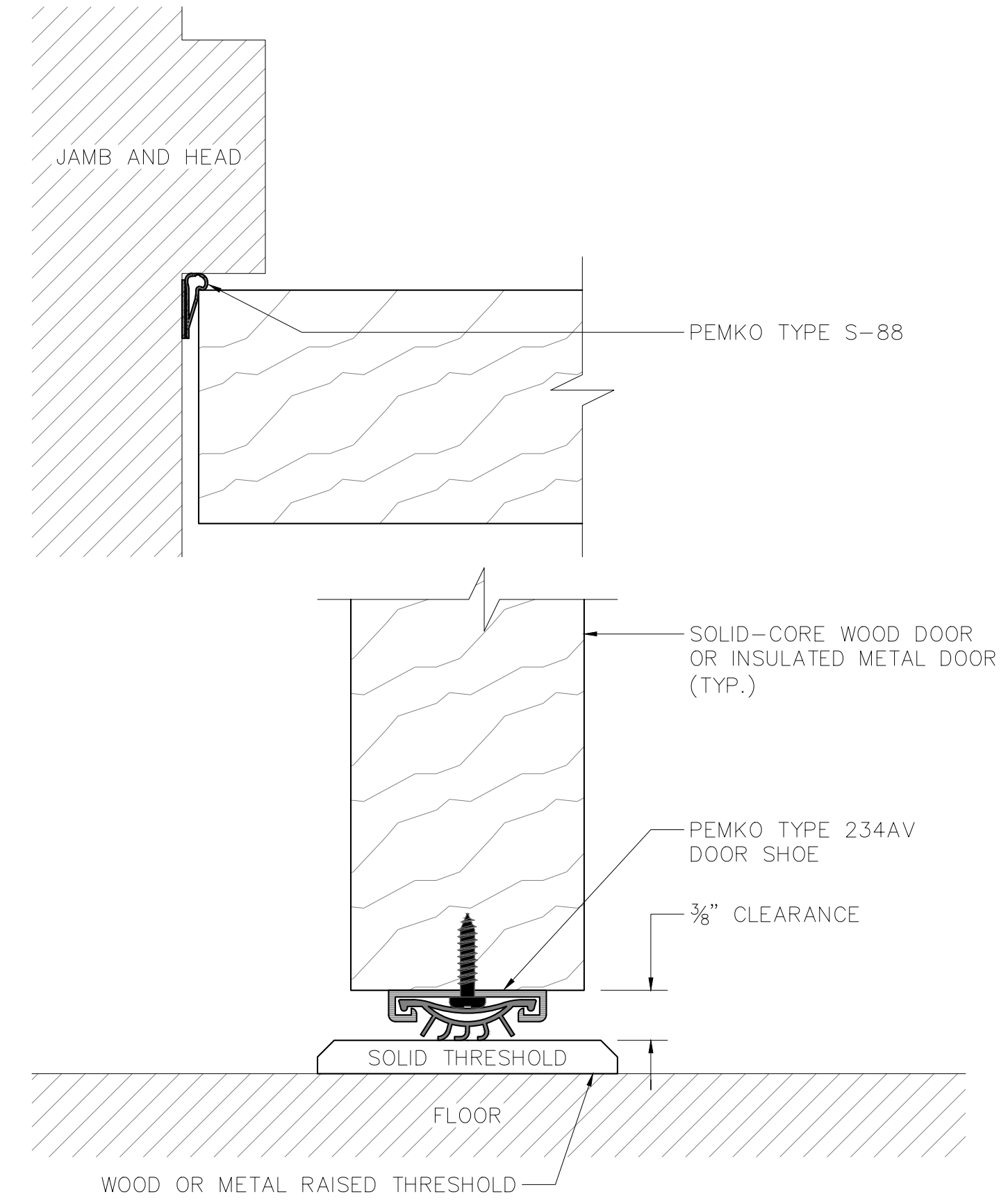
7 ACOUSTICAL TREATMENT TRASH CHUTE 1" = 1'-0"



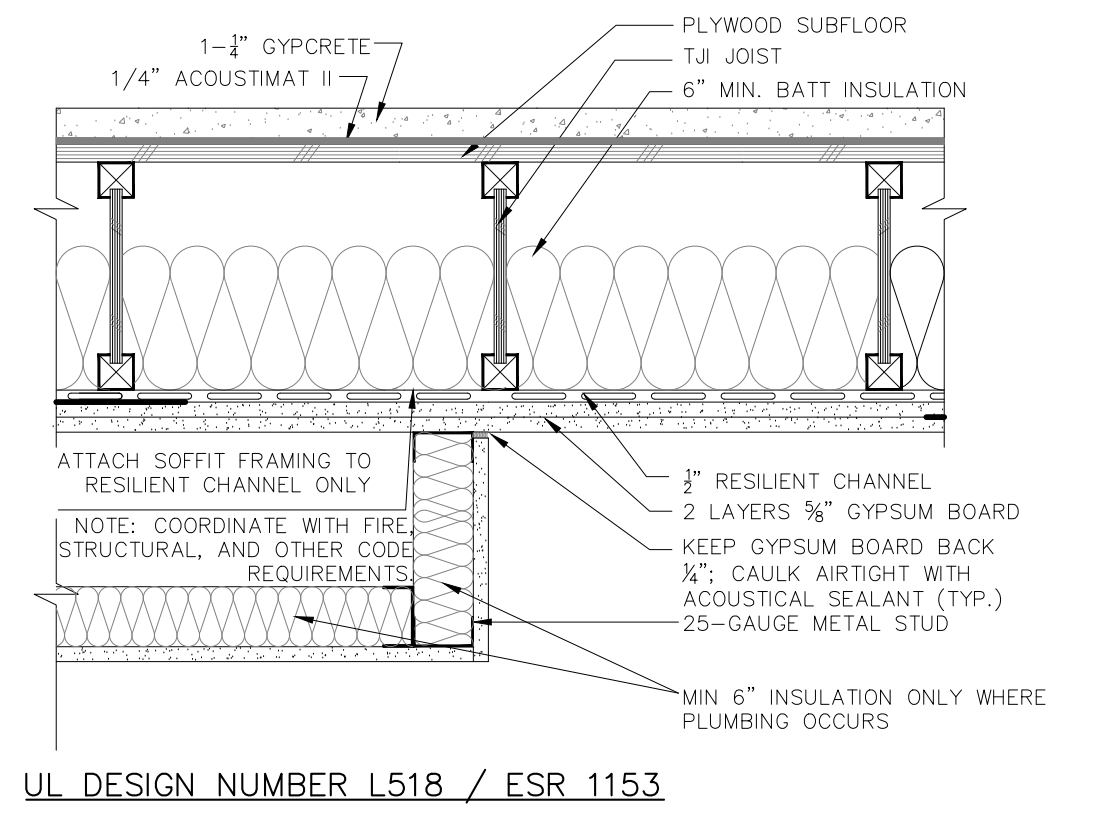
9 RECESSED FIXTURES IN SOUND RATED CEILING 1" = 1'-0"



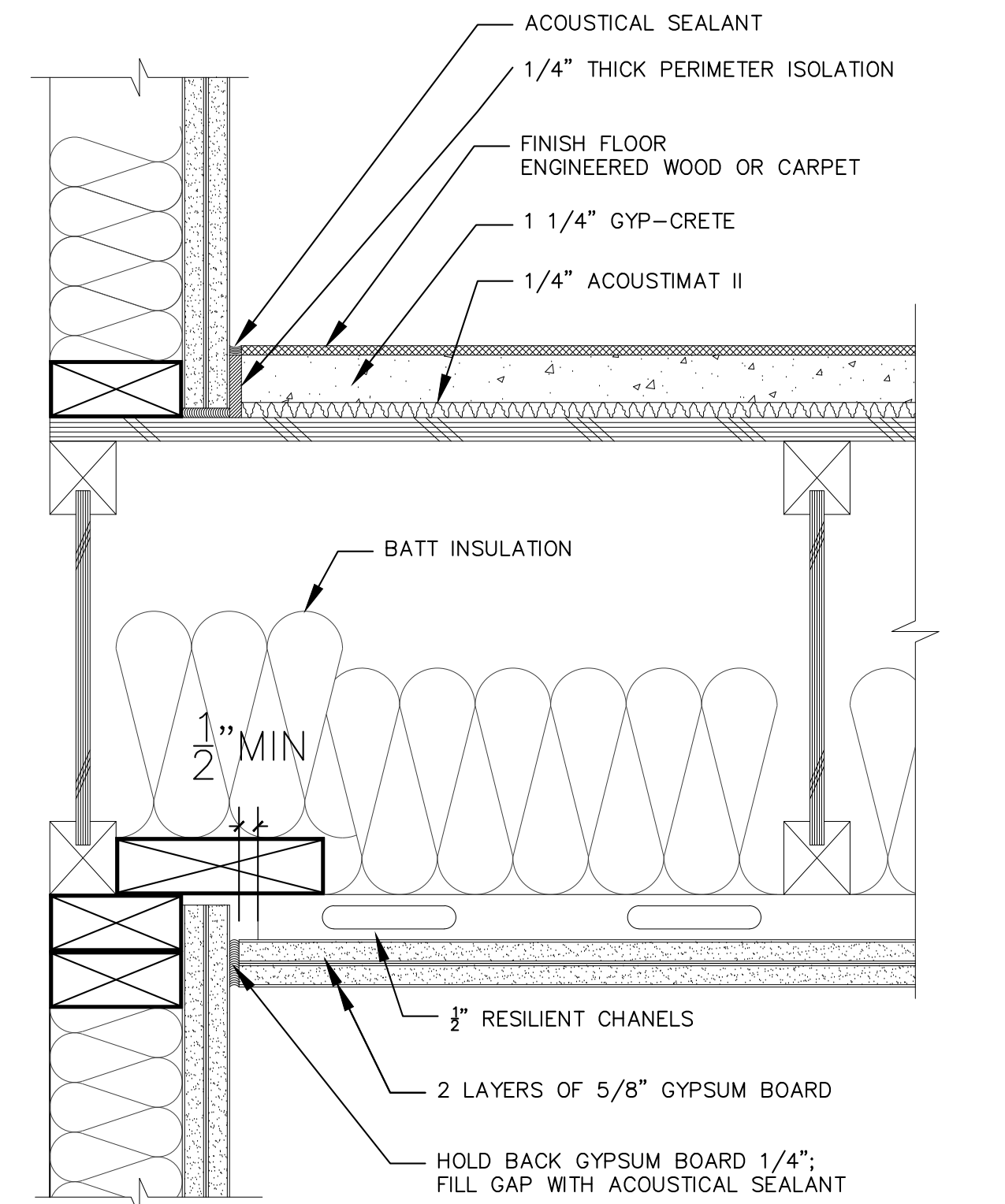
4 FIRE EXTINGUISHER CABINET FIRE RATED SCALE: NTS



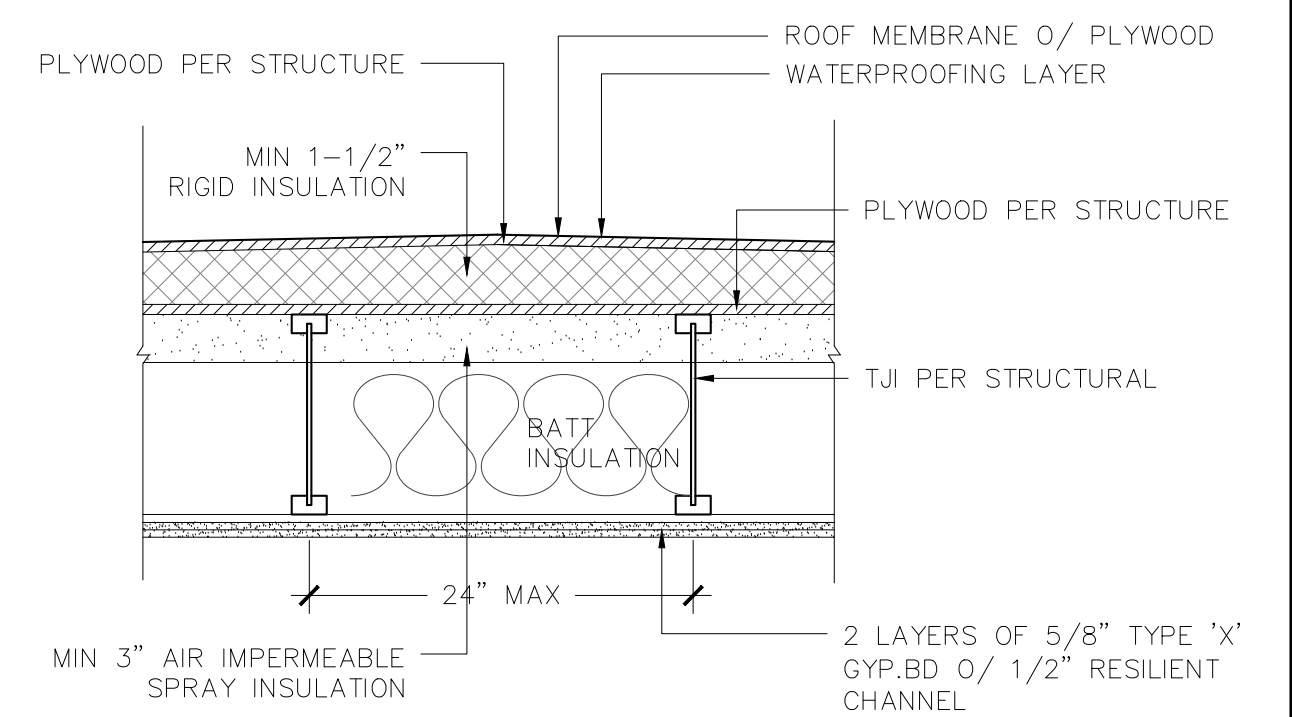
5 ENTRY DOOR SCALE 1"=1'-0"



1 SOFFIT AT CEILING 1- HOUR RATED SCALE 1 1/2"=1'-0"



2 FLOOR CEILING ASSEMBLY SCALE 1 1/2"=1'-0"



NOTE:
SEE WATERPROOFING CONSULTANT DWGS FOR DETAILS ON THE ROOF WATERPROOFING

ESR 1153

3 ROOF CEILING ASSEMBLY SCALE 1"=1'-0"

PROJECT :

CONSULTANT :

SHEET NAME :

DETAILS

DRAWN:

CHECKED:

DATE: 10/05/18

SCALE: AS SHOWN

JOB No.: 18.10.01

SHEET No.:

A9.2

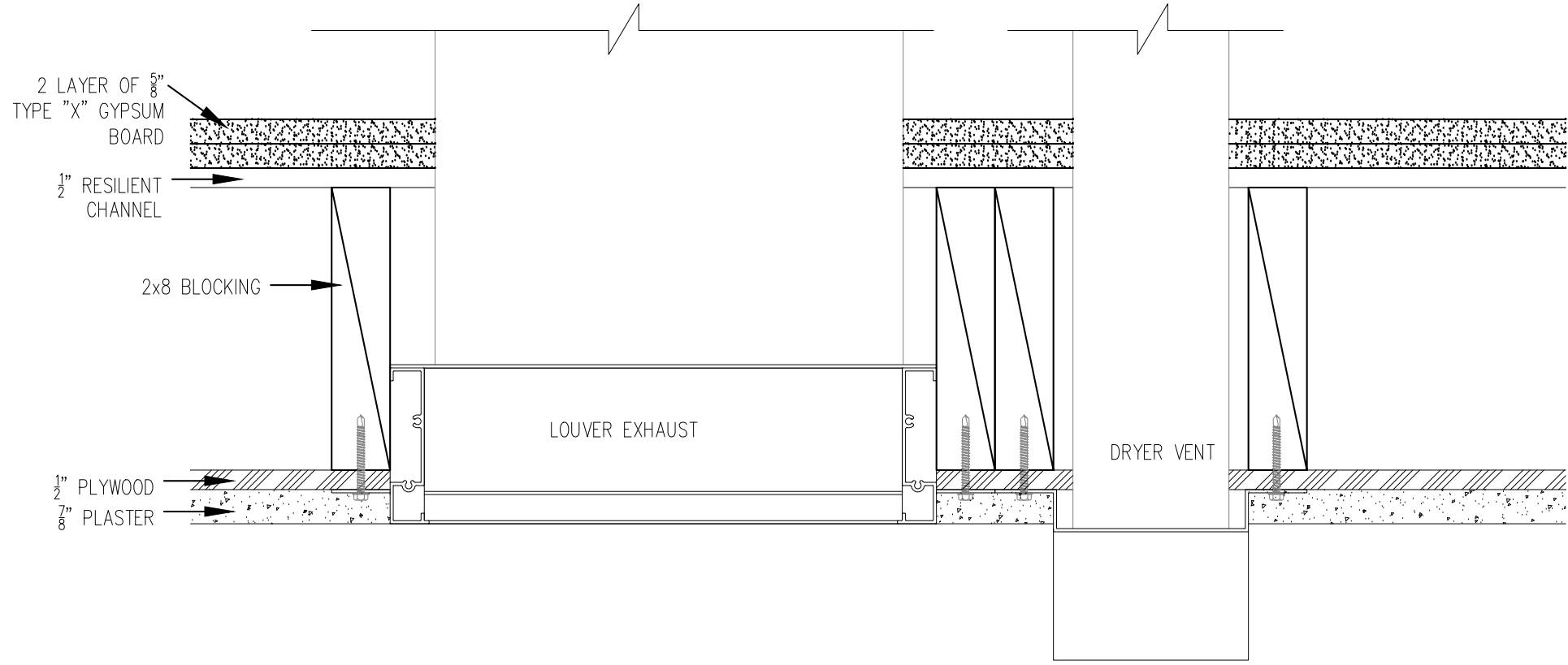
SHEETS IN SET

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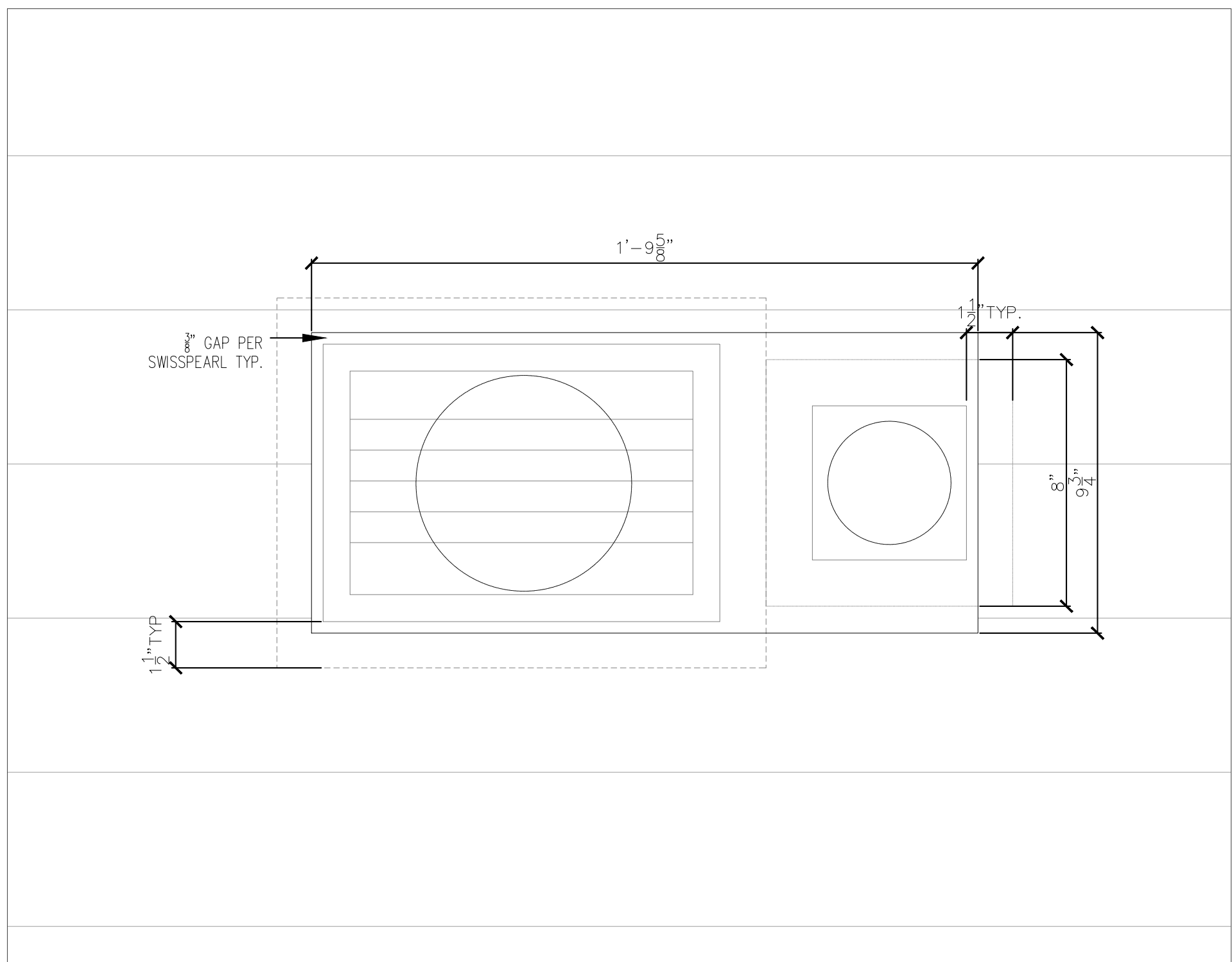
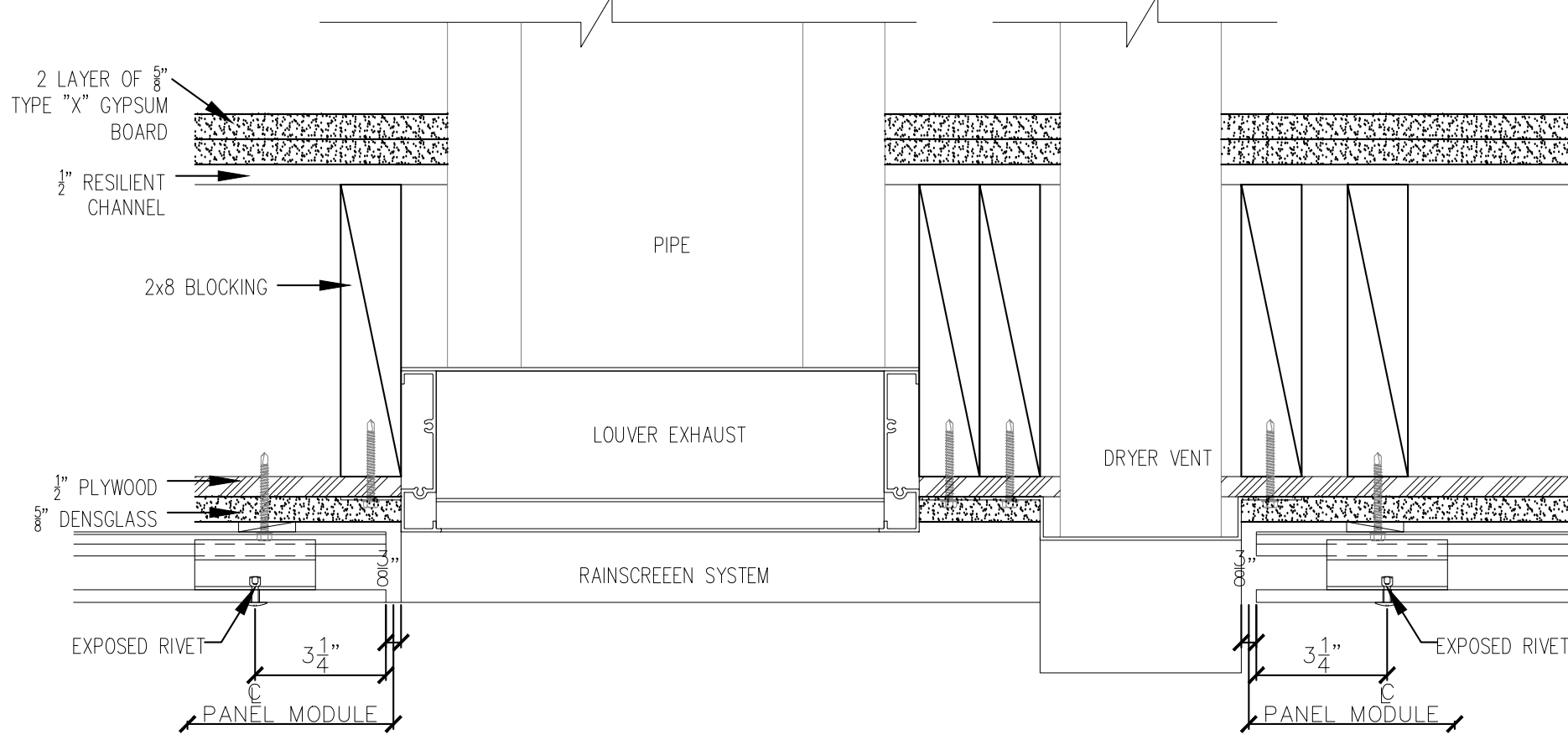
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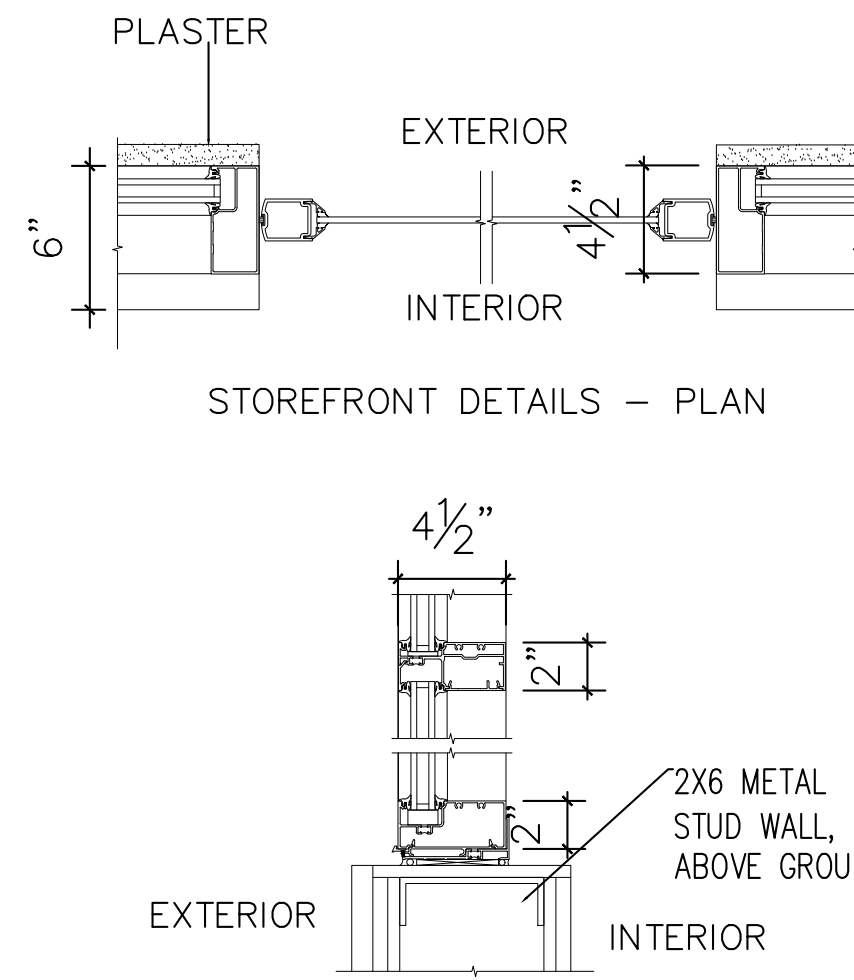
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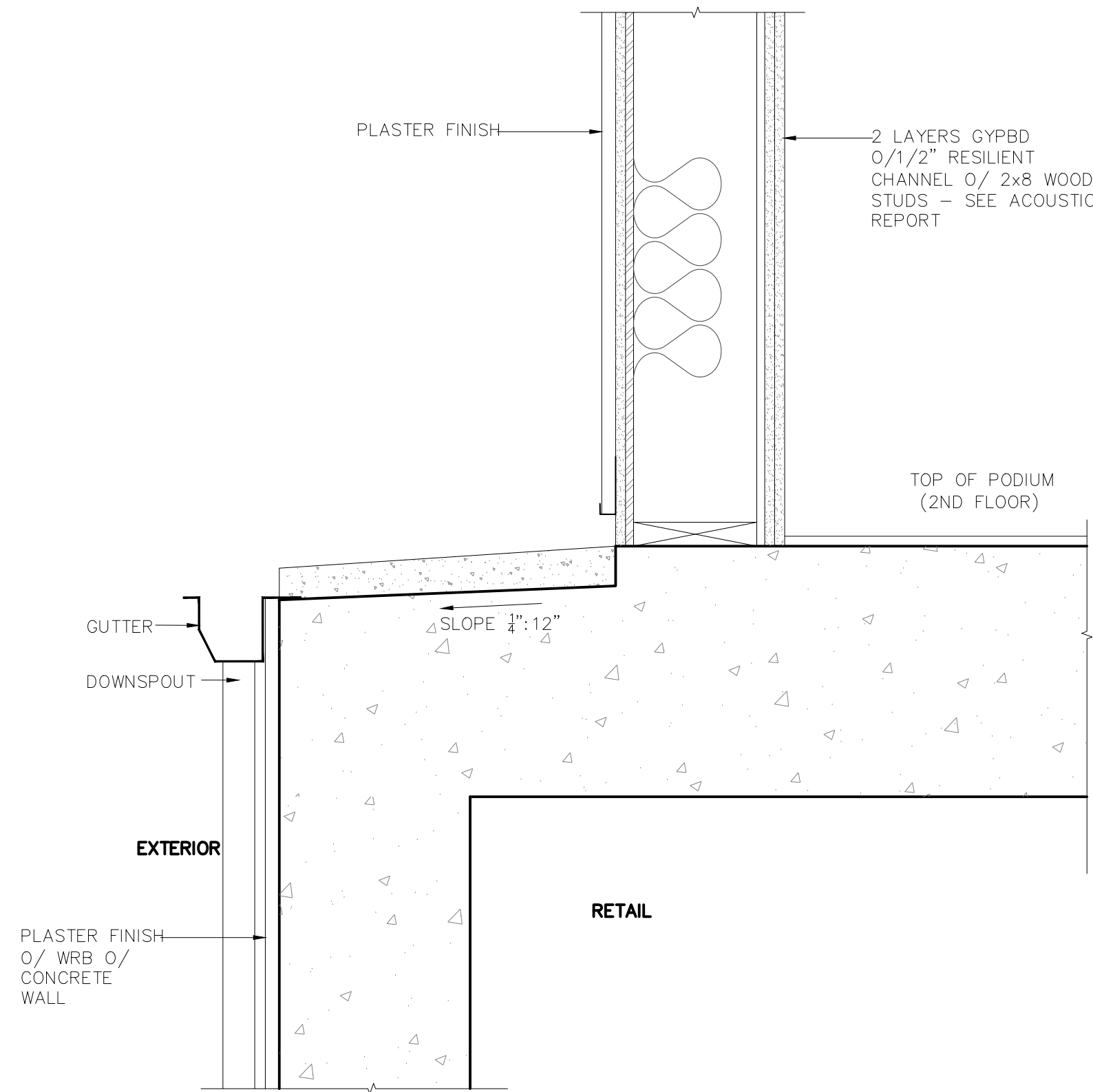
8 TYPICAL VENTS WITH PLASTER
SCALE 1-1/2"=1'-0"



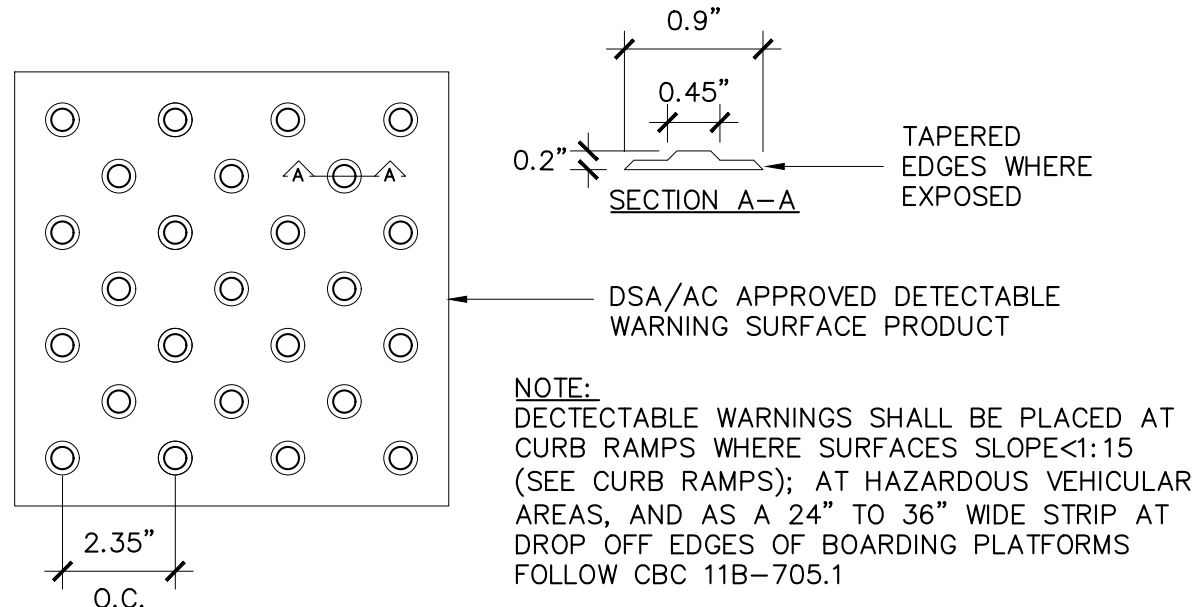
9 TYPICAL VENTS WITH RAINSCREEN SYSTEM
SCALE 1-1/2"=1'-0"



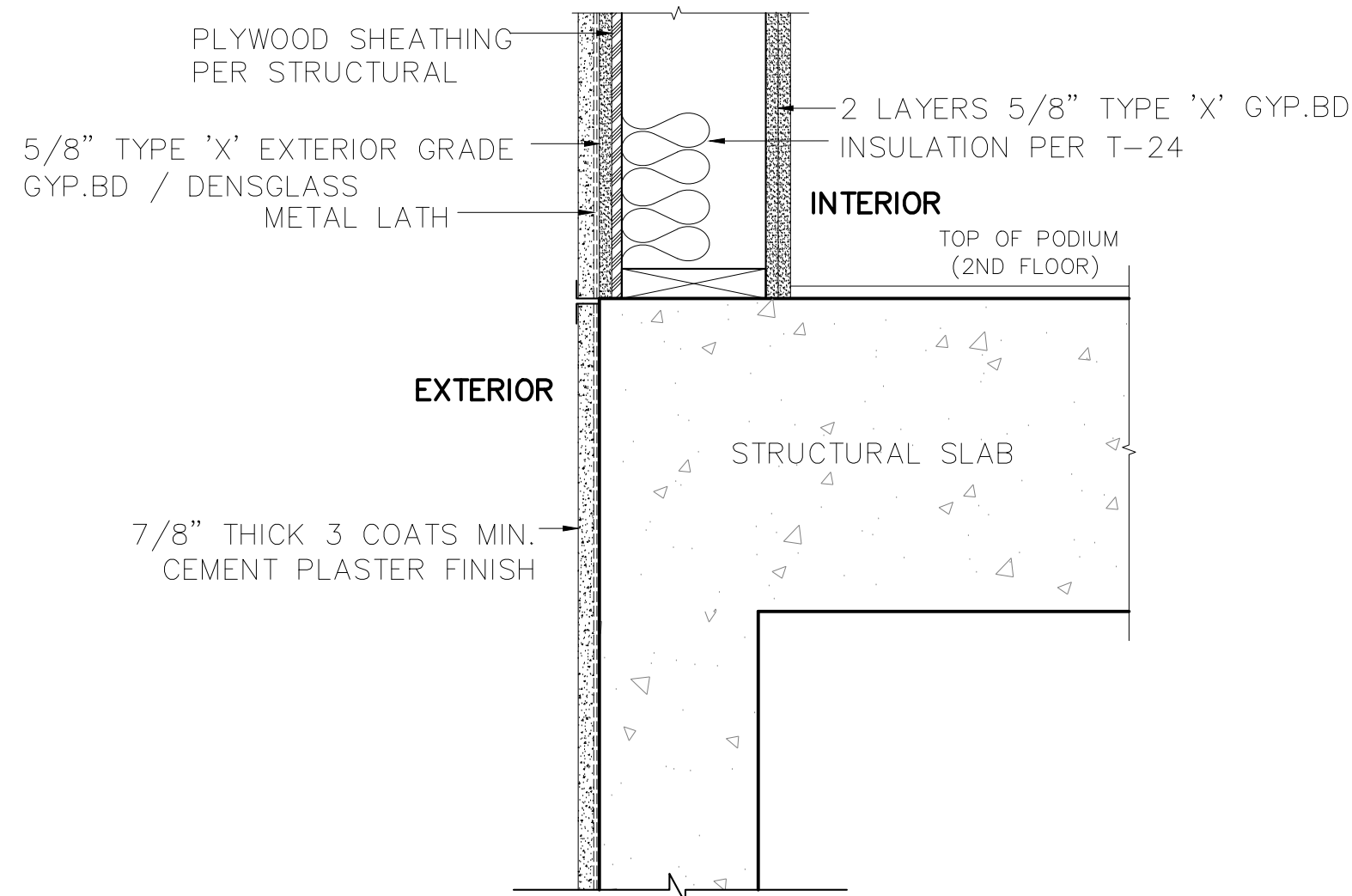
5 STOREFRONT DETAILS
SCALE 1-1/2"=1'-0"



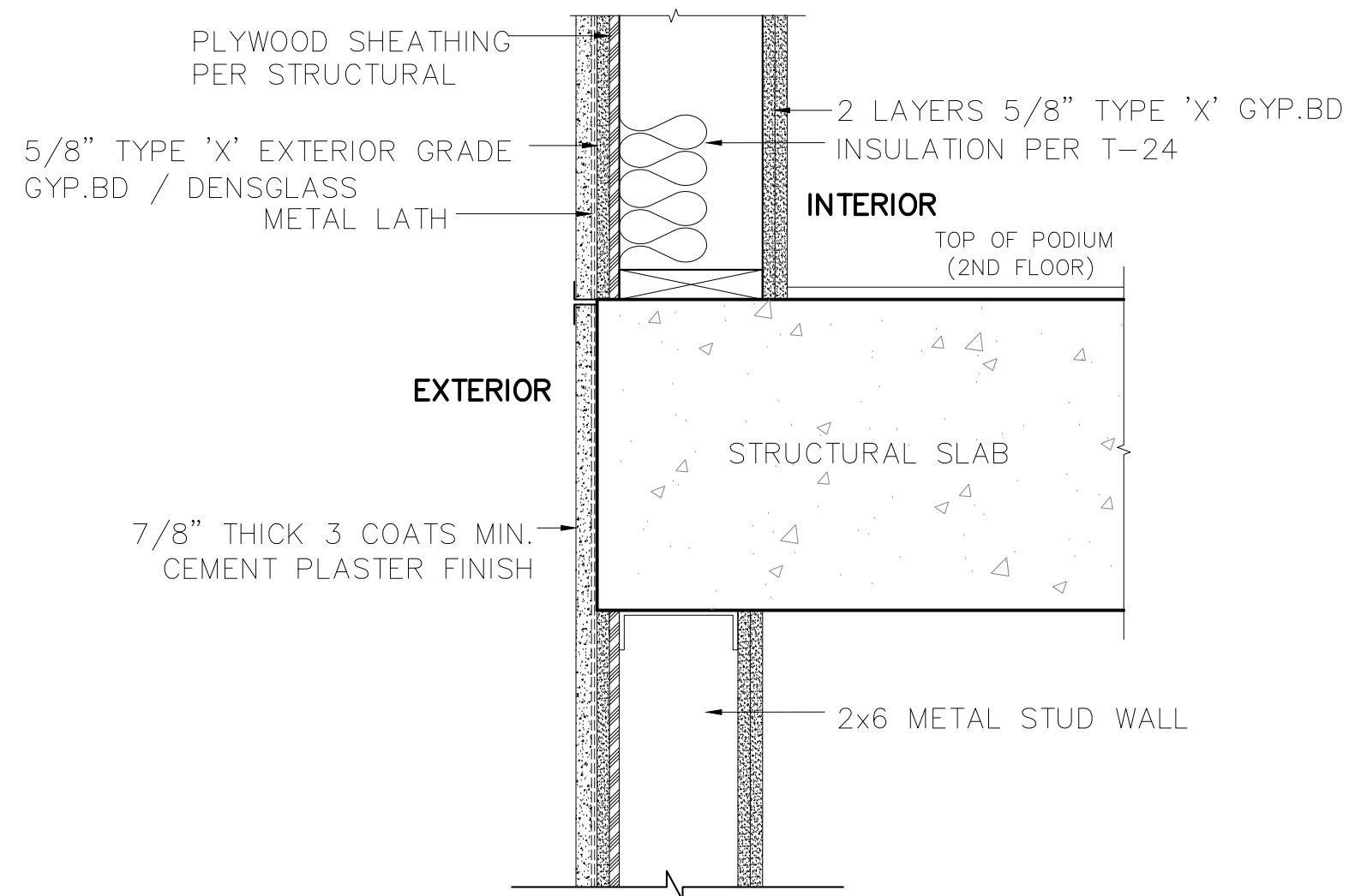
6 RECESSED WALL AT PODIUM
SCALE 1-1/2"=1'-0"



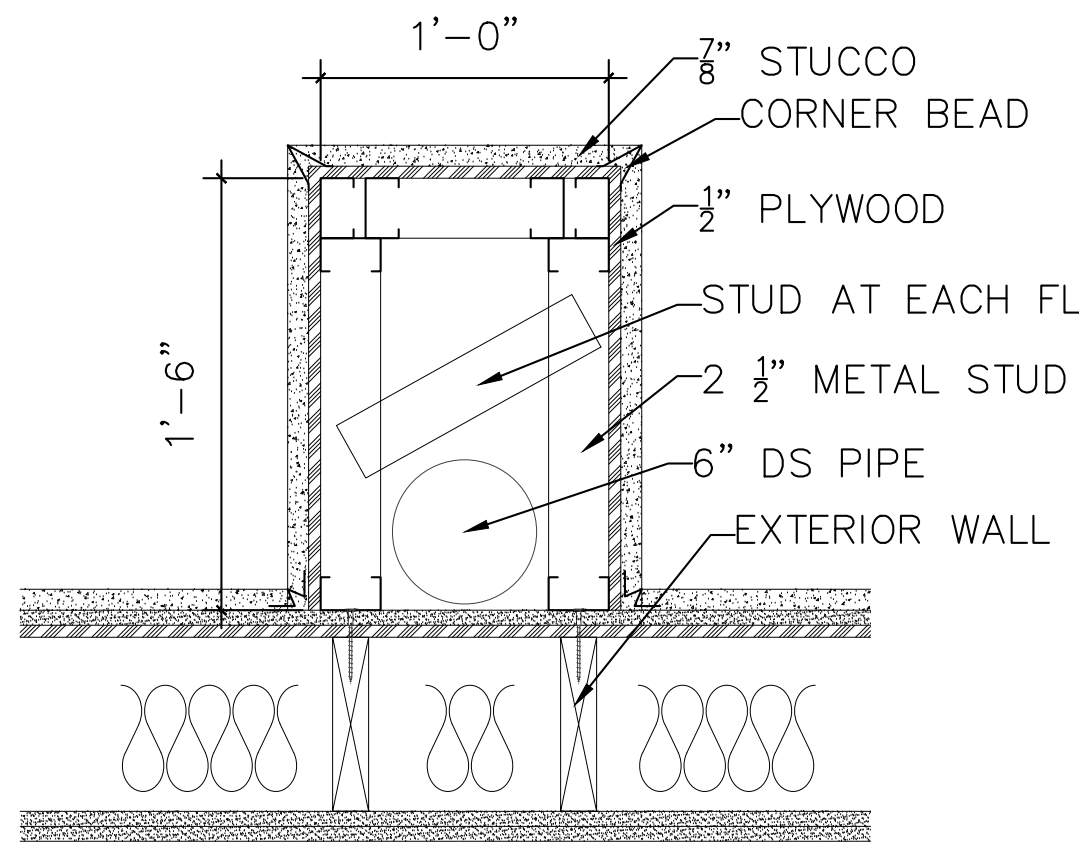
7 TRUNCATED DOMES DETAIL
SCALE : NTS



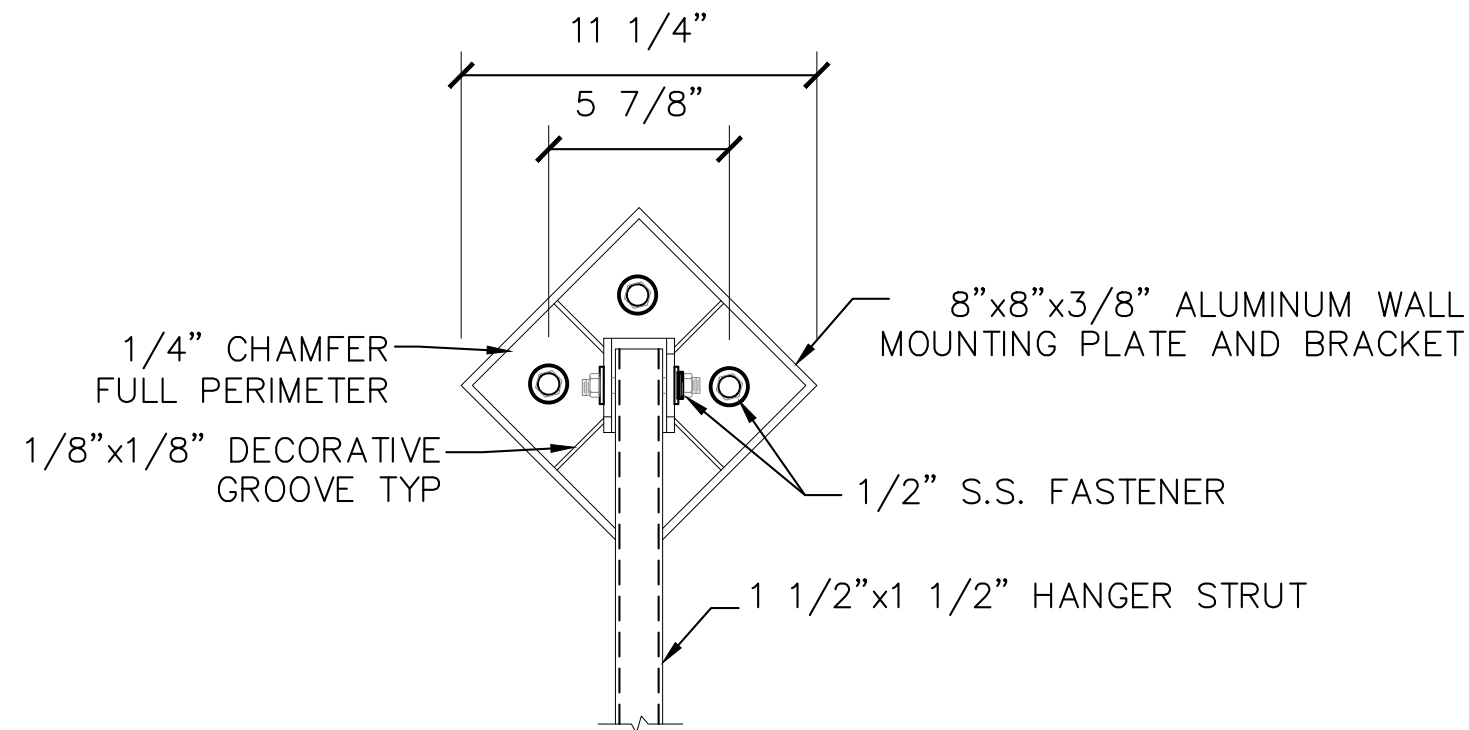
2 PODIUM OVER CONCRETE
SCALE 1-1/2"=1'-0"



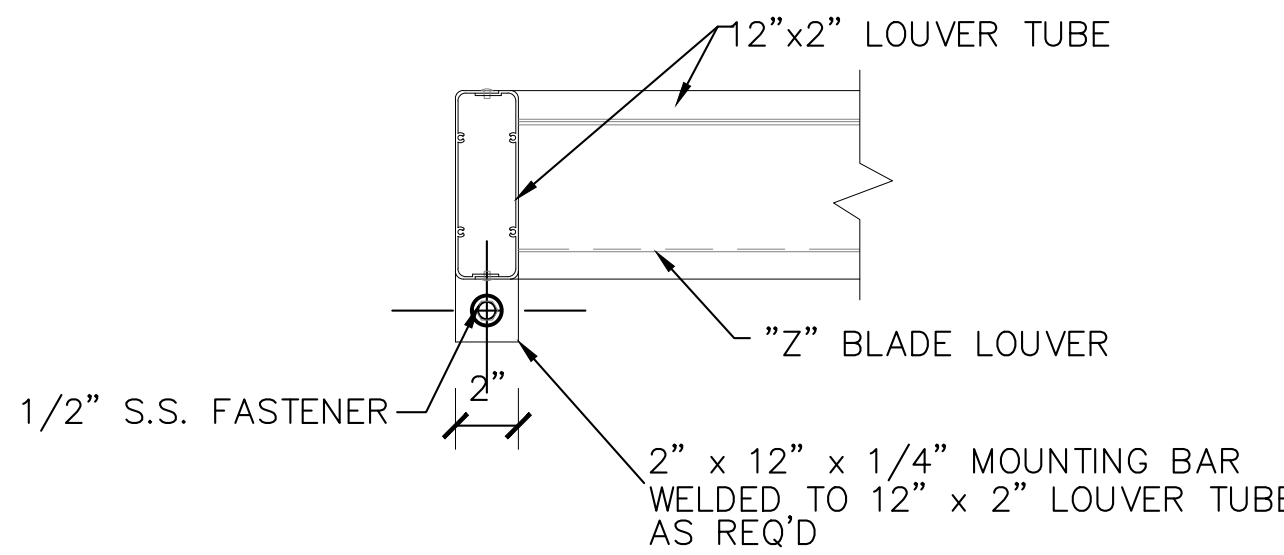
3 PODIUM OVER METAL STUD WALL
SCALE 1-1/2"=1'-0"



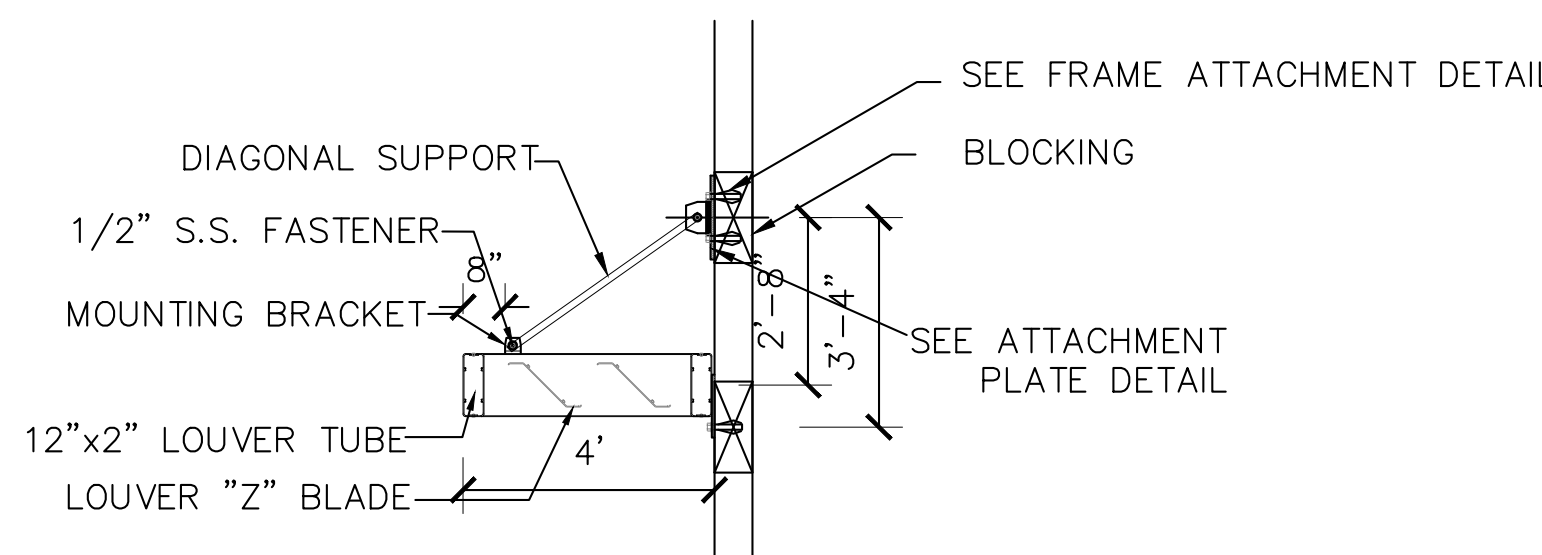
4 DOWNSPOUT DETAIL
SCALE 1-1/2"=1'-0"



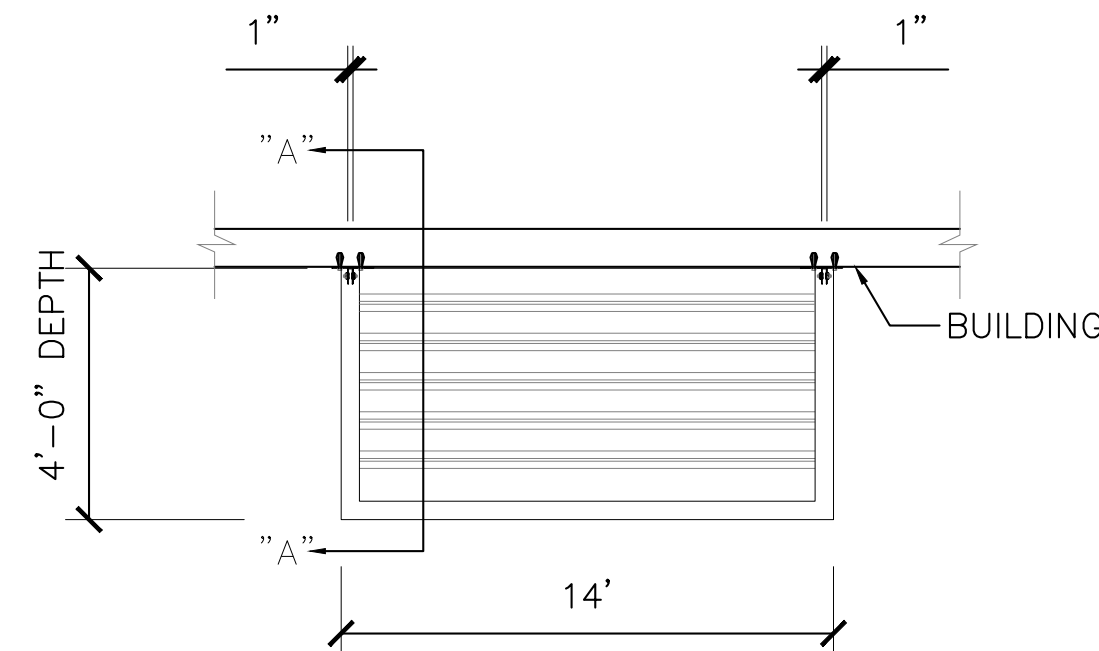
ATTACHMENT PLATE DETAIL



FRAME ATTACHMENT DETAIL

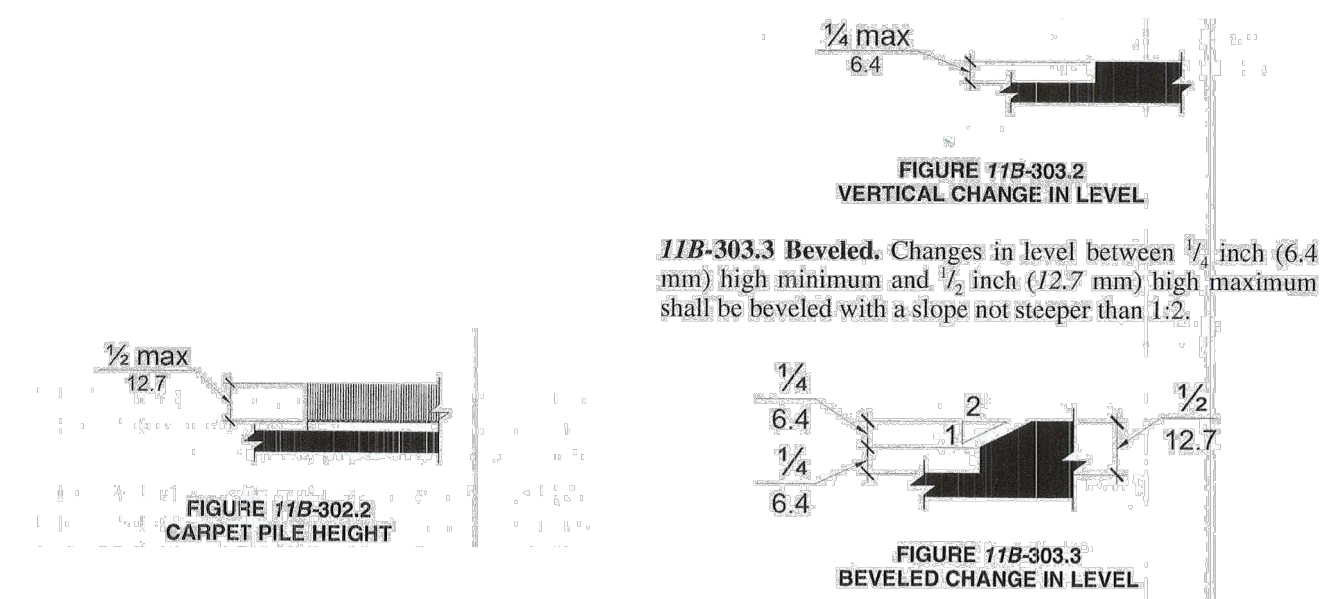


SECTION "A-A"



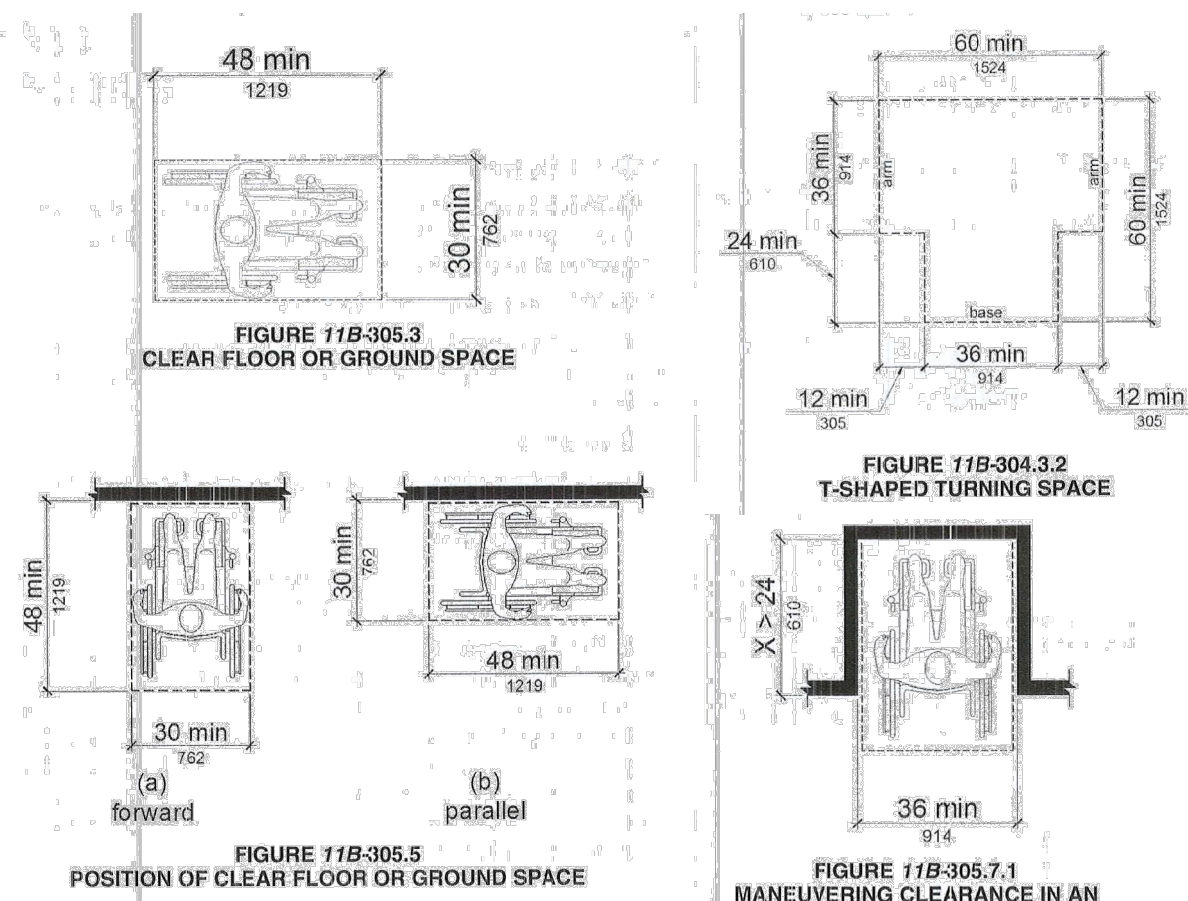
PLAN VIEW

1 AWNING DETAIL
SCALE NTS



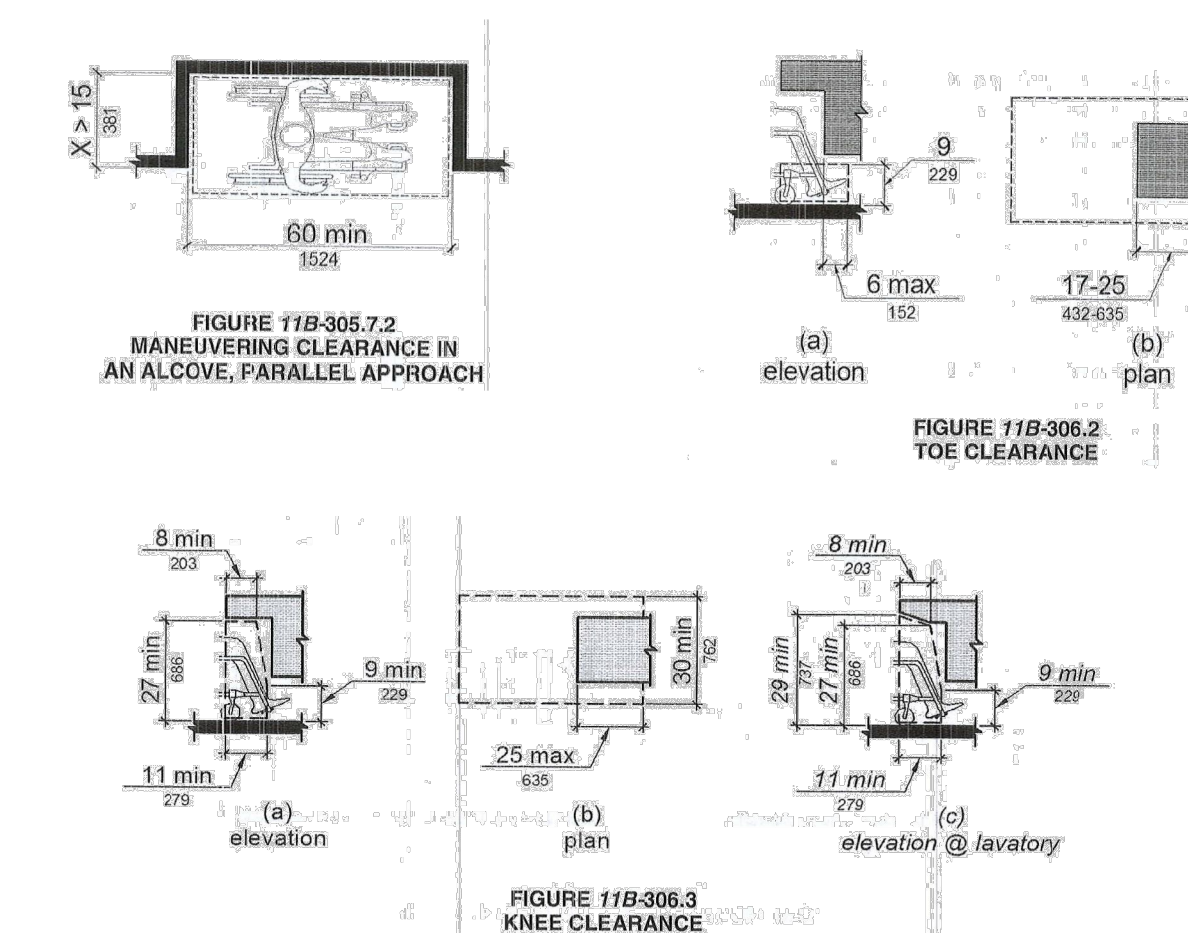
1 THRESHOLD & LEVEL CHANGES

N.T.S.



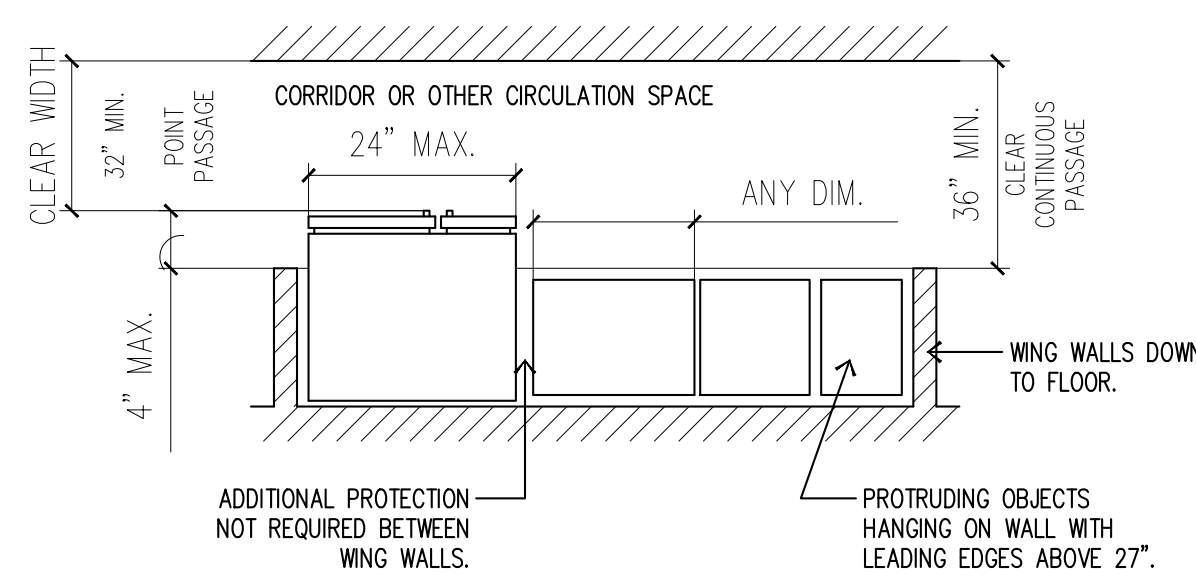
2 CLEAR FLOOR SPACE FOR WHEELCHAIR

N.T.S.



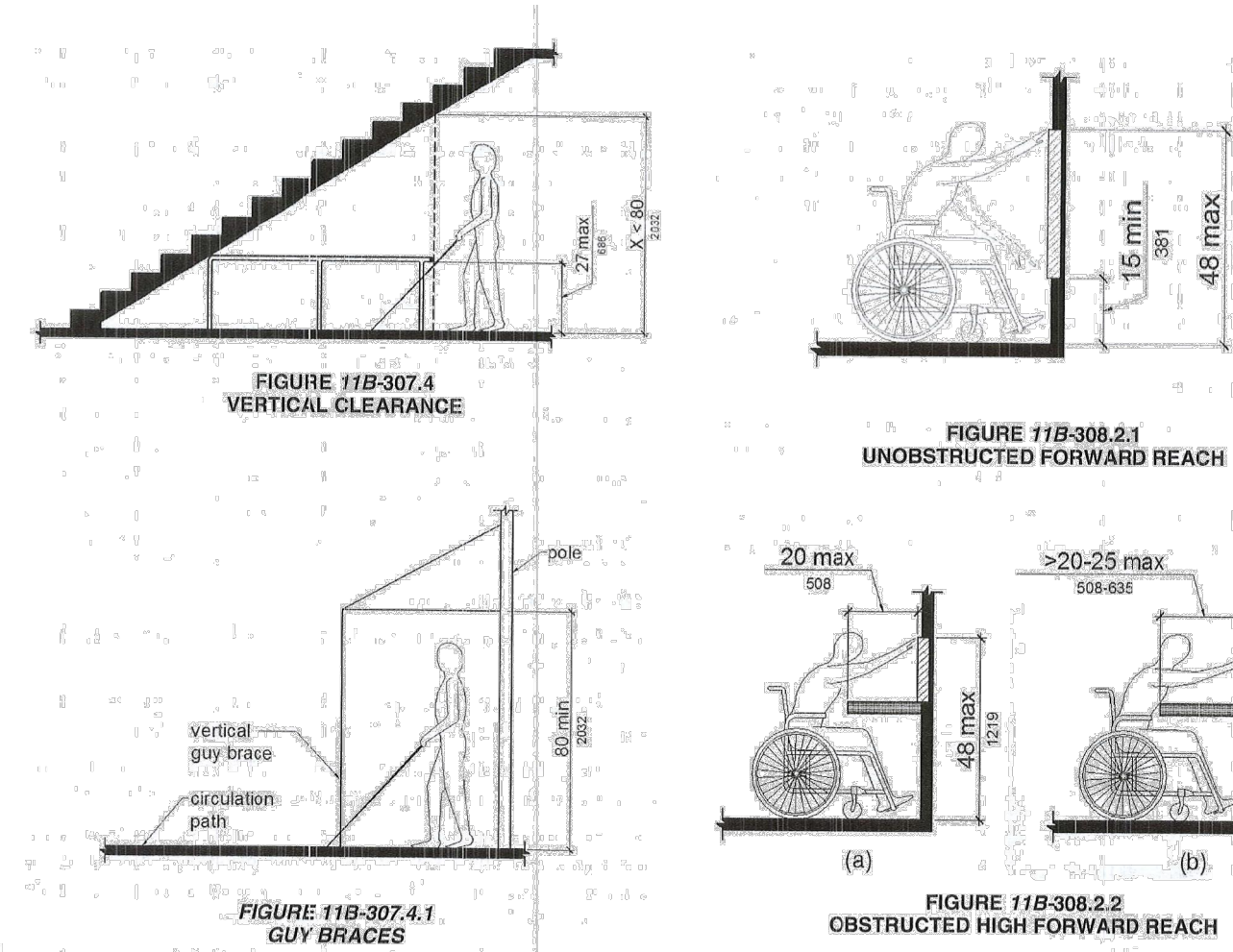
3 KNEE & TOE CLEARANCE

N.T.S.



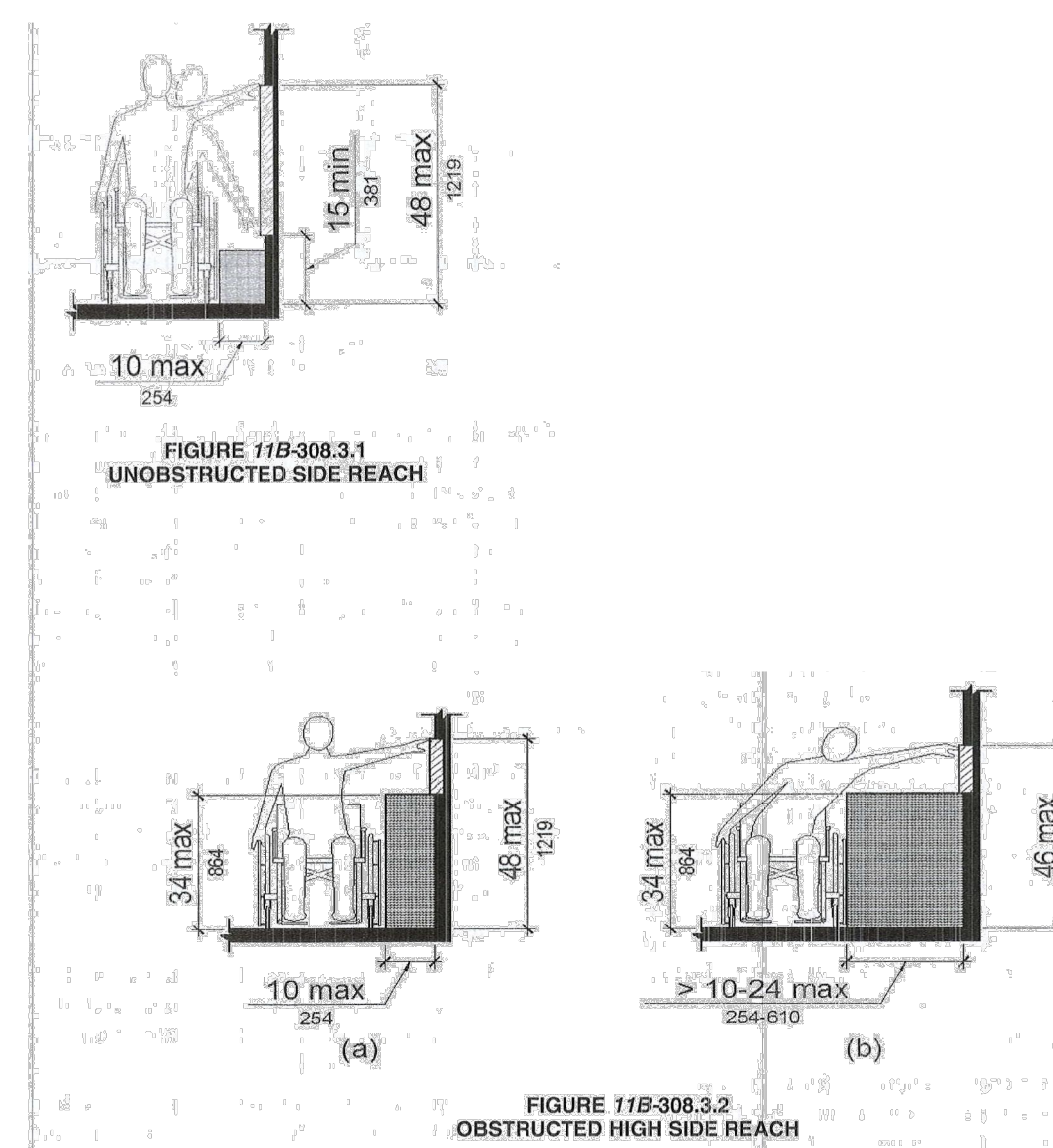
4 PROTECTION AROUND WALL-MOUNTED OBJECTS

N.T.S.



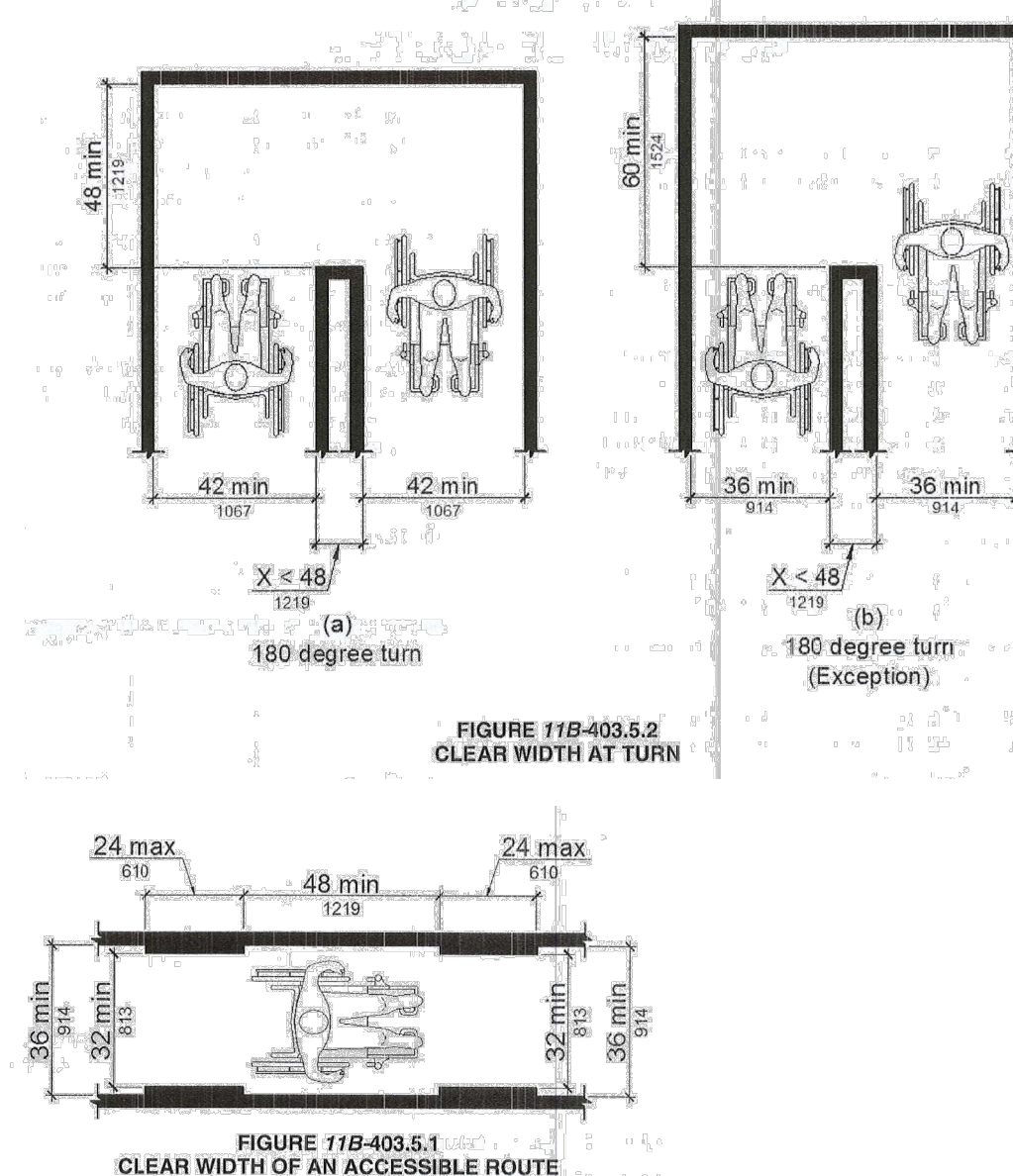
5 REACH RANGES

N.T.S.



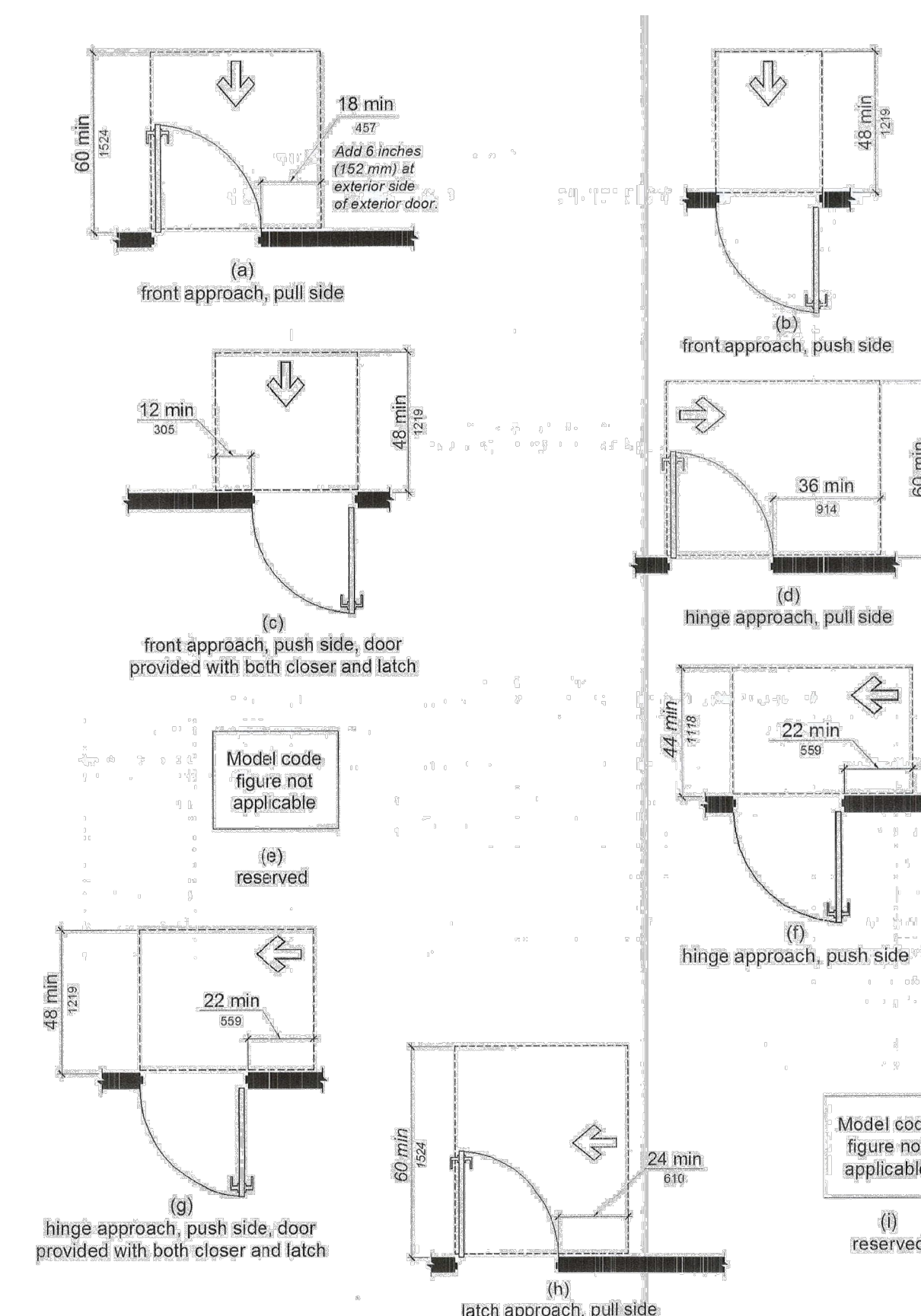
6 SIDE REACH RANGES

N.T.S.



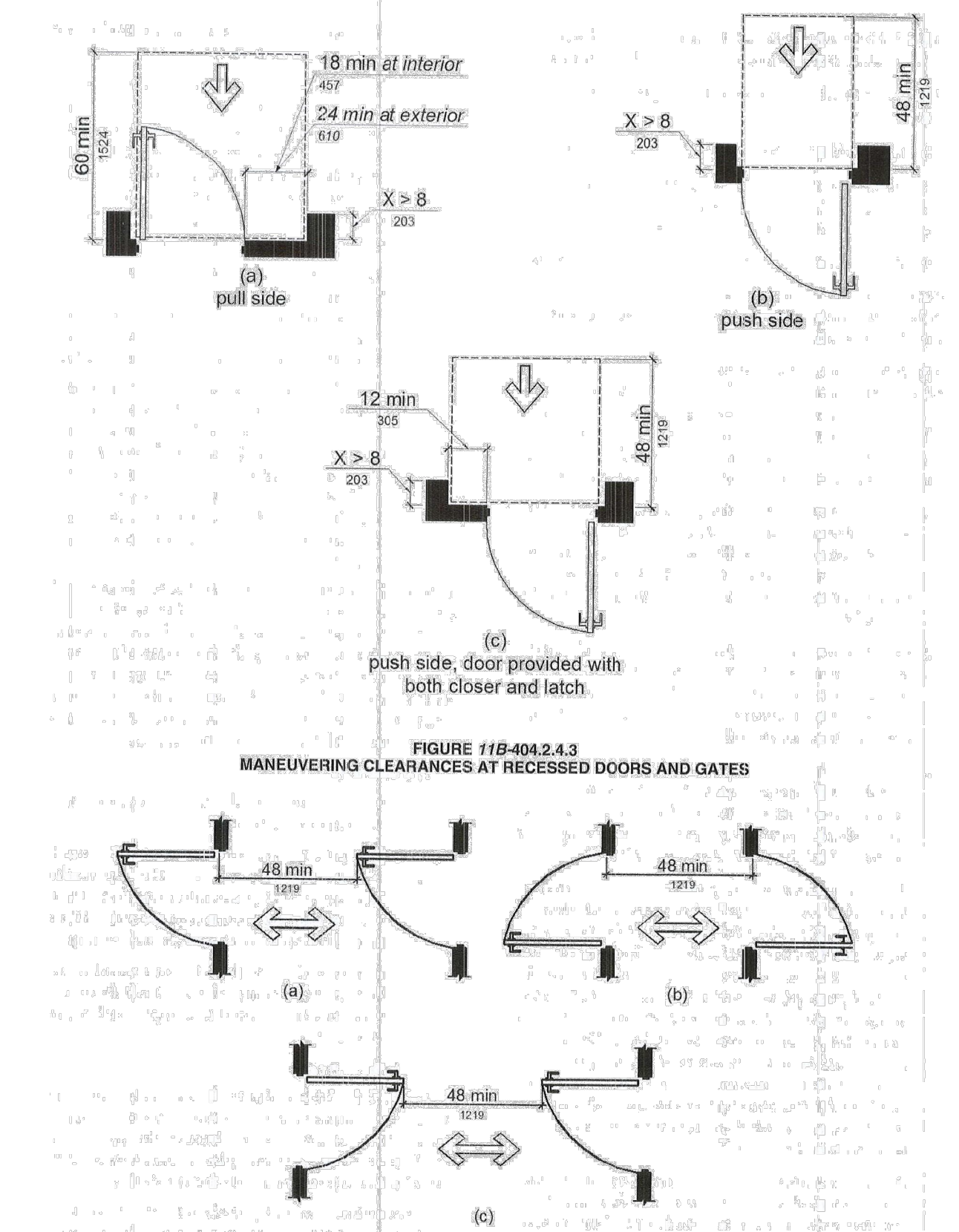
7 WHEELCHAIR CLEARANCE

N.T.S.



8 MANEUVERING CLEARANCES AT DOORS

N.T.S.



9 KITCHEN CLEARANCES

N.T.S.

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ACCESSIBLE DETAILS

DRAWN:

DATE: 10/05/18

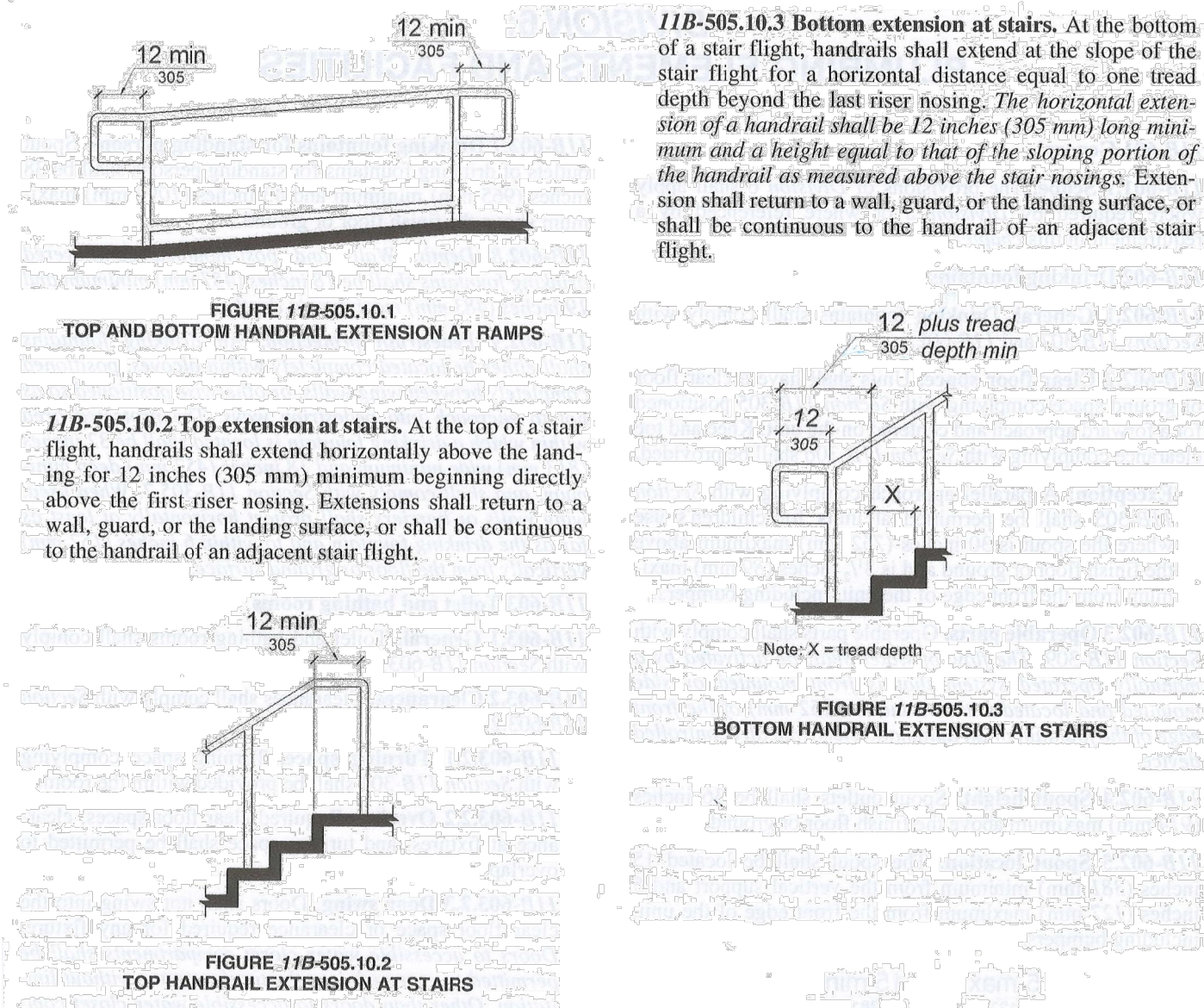
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JOB No.: 18.10.01

SHEET No.:

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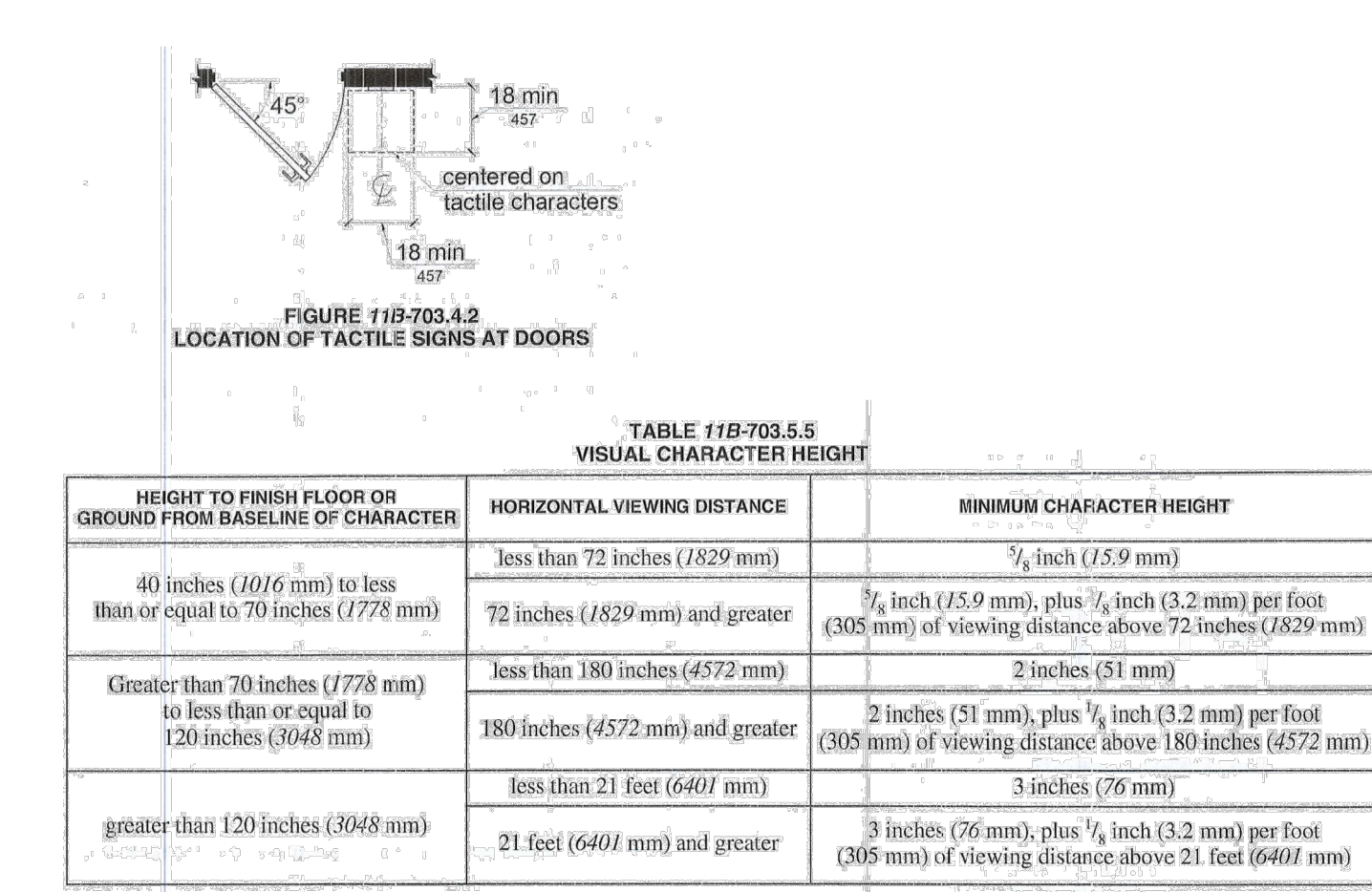
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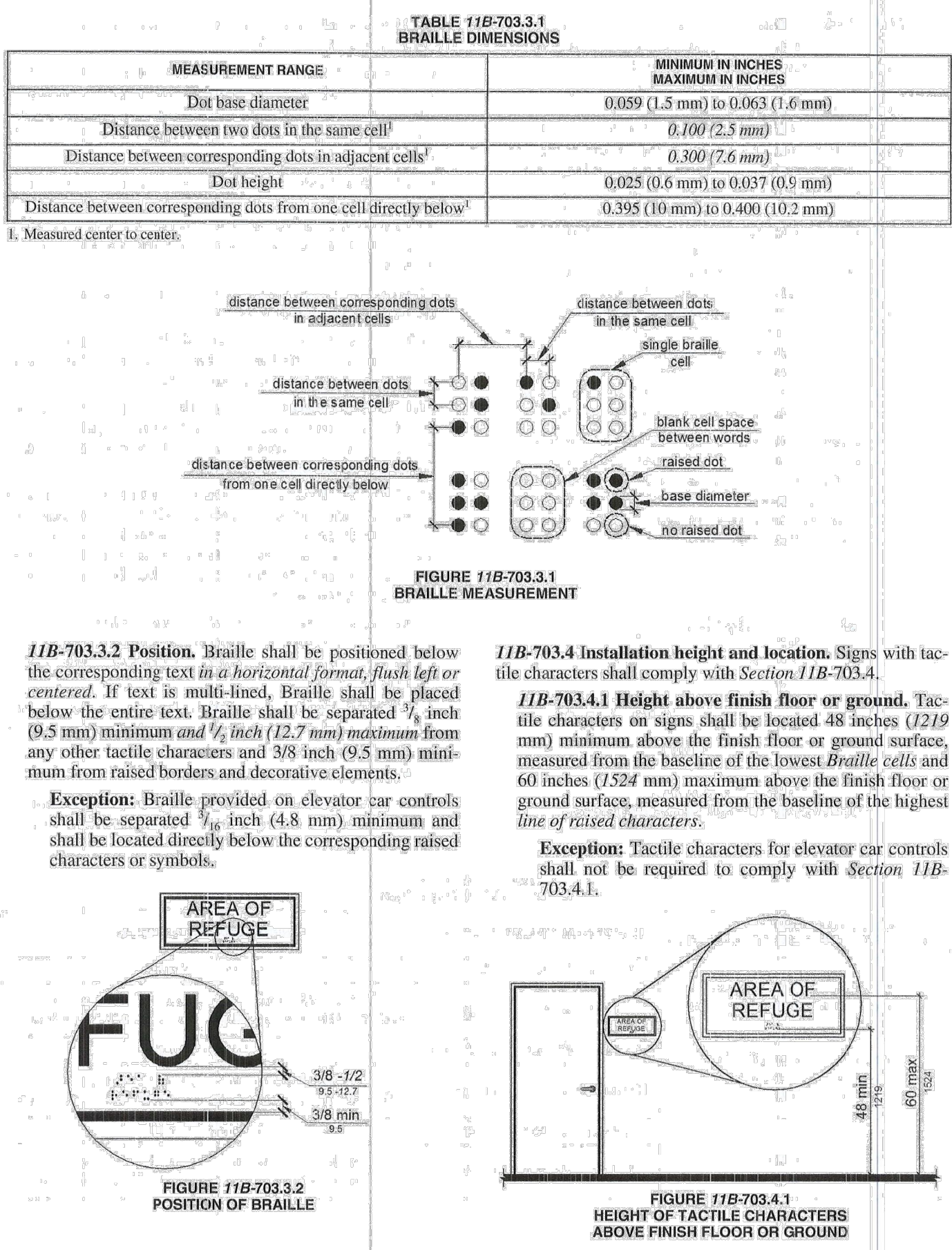
1 HANDRAIL EXTENSION
N.T.S.



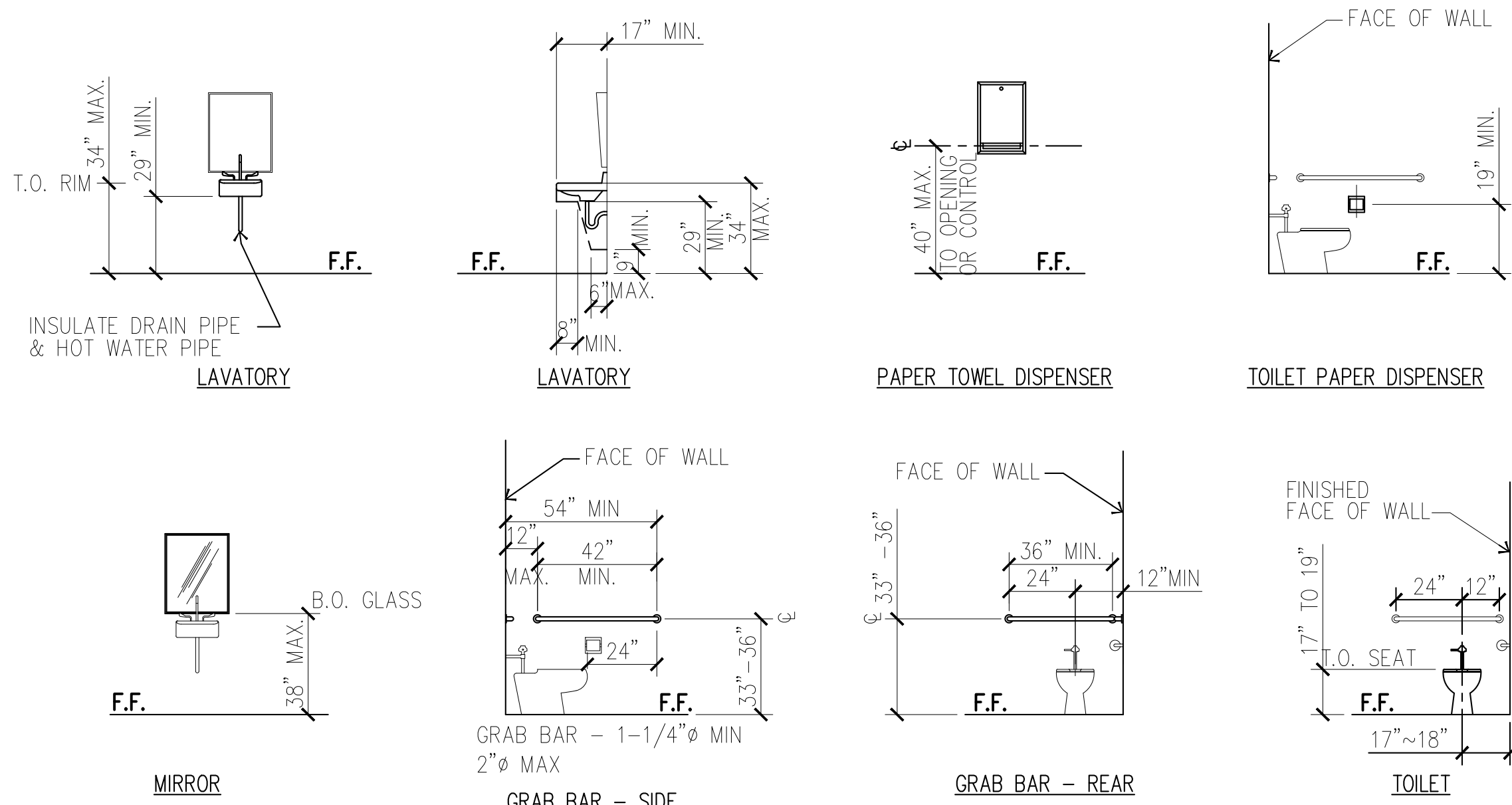
2 INTERNATIONAL SYMBOLS
N.T.S.



3 TACTILE SIGN LOCATIONS
N.T.S.



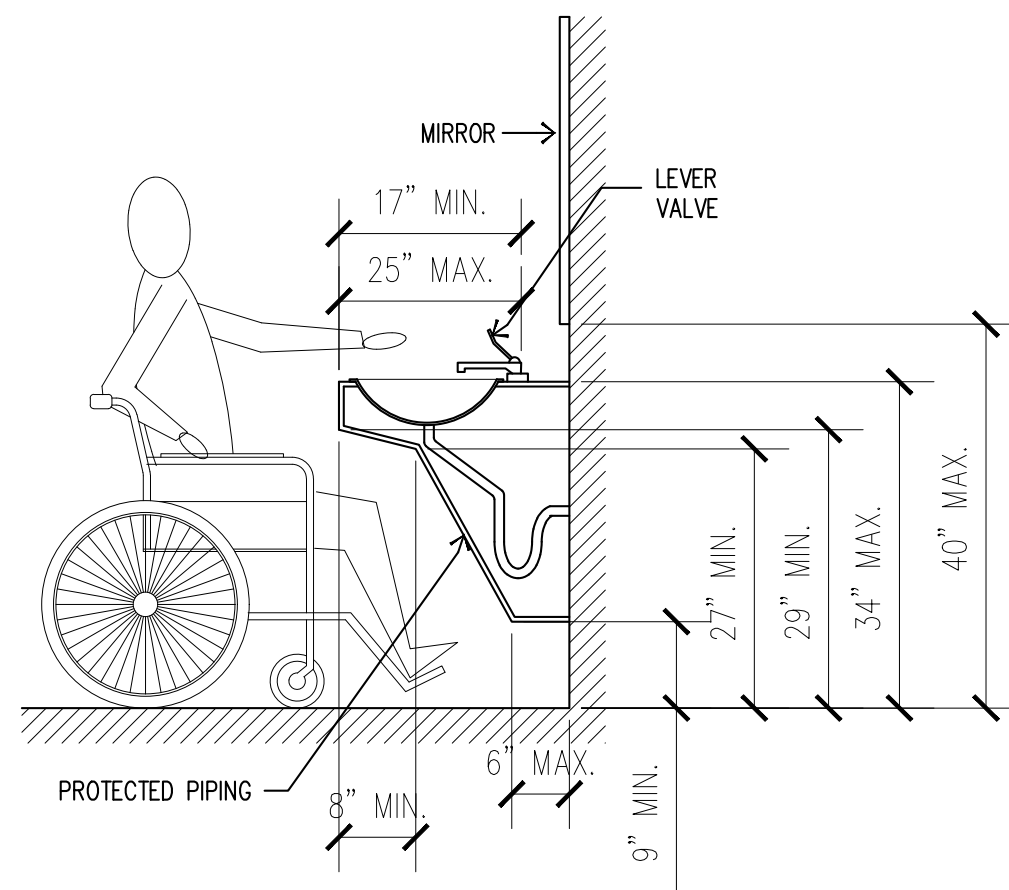
4 TACTILE SIGNS
N.T.S.



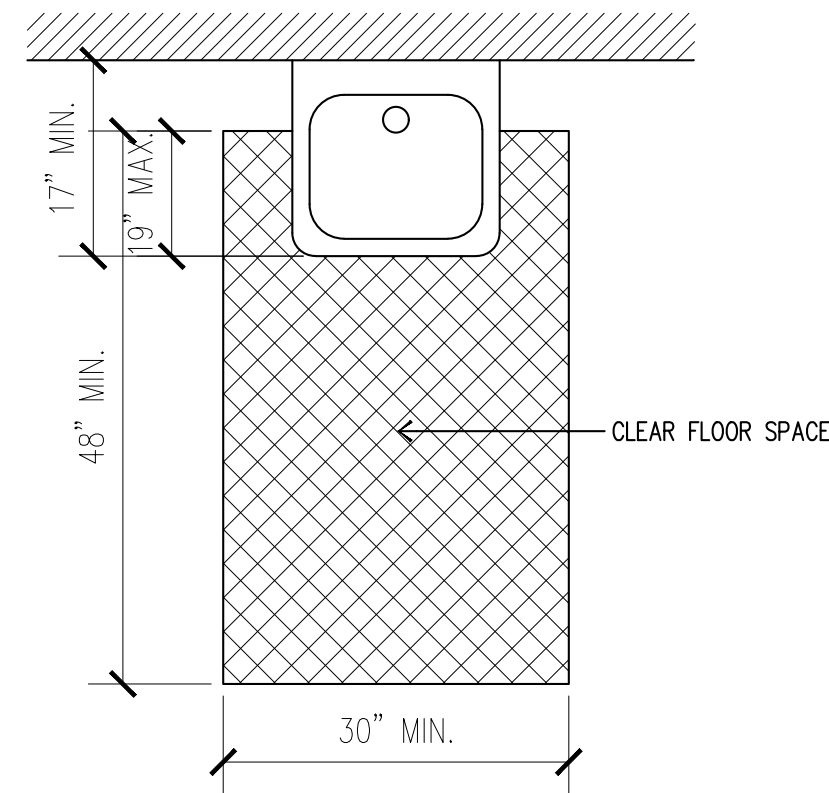
5 A.D.A. FIXTURE MOUNTING HEIGHTS – COMMERCIAL
1/4" = 1'-0"

GRAB BAR NOTES:

- GRAB BARS WITH CIRCULAR CROSS SECTION SHALL HAVE AN OUTSIDE DIA. OF 1-1/4" MIN AND 2" MAX. CBC SECTION 11B-609.2.1
- GRAB BARS WITH NON CIRCULAR CROSS SECTION SHALL HAVE A CROSS SECTION DIMENSION OF 2" MAX AND A PERIMETER OF 4" MIN AND 4.8" MAX. CBC 11B-609.2.2
- THE SPACING BETWEEN THE WALL AND GRAB BAR SHALL BE 1-1/2"
- THE SPACE BETWEEN GRAB BARS AND PROTRUDING OBJECTS ABOVE SHALL BE 1-1/2". CBC 11B-609.3
- THE SPACE BETWEEN THE GRAB BARS AND PROTRUDING OBJECTS ABOVE SHALL BE 12"
- GRAB BARS SHALL BE INSTALLED IN A HORIZONTAL POSITION, 33" MIN AND 36" MAX ABOVE THE FINISH FLOOR MEASURED TO THE TOP OF THE GRIPPING SURFACE. SECTION 11B-609.4



6 LAVATORY CLEARANCES
N.T.S.



7 CLEAR FLOOR SPACE AT LAVATORIES
N.T.S.

CONSULTANT :

SHEET NAME :

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DATE: 10/05/18

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BY



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Staff Report on Tenant Protection Task Force and Provide Direction
Category:	Community Development
Meeting Date:	4/2/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendation:	1. Receive staff report on Tenant Protection Task Force. 2. Direct the City Manager to increase the Project Sentinel contract by \$10,000 for more outreach and engagement, with a focus on pre-eviction services, and to return to City Council with budget proposals to enhance tenant protection services and improved data analytics. 3. Provide feedback on any Task Force issues or core values that staff should further analyze.

Executive Summary

The city currently contracts with Project Sentinel, a non-profit organization providing housing assistance programs regarding rental issues, fair housing/discrimination, and tenant-landlord dispute resolution. Tenant protection calls for service and case load have been relatively light with an average of 55 annual calls for information and an average of 33 cases opened annually regarding Landlord-Tenant disputes. Of the 33 cases opened annually, approximately 2 to 3 cases are three day notices, 15 cases are 30/60/90 day notices, 9 to 10 cases are evictions, and 6 cases are rent increases.

In 2018, the City entered into a five-year agreement to extend the Department of Housing and Urban Development (HUD) contract with the ownership group of the Sunnyhills apartments. As a result of the most vulnerable Milpitas residents being at risk of eviction, action was taken by the City Council in February 2018 to establish a Tenant Protection Task Force representing members of the tenant and landlord communities. Since then the Task Force developed value statements and tenant protection measures (attached) and provided staff with example cities to review for possible tenant protection application in Milpitas. Staff added nearby representative cities similar to Milpitas. Staff analysis for each city includes initial comments regarding applicability, fiscal impact and staffing resource needs as applied to the City of Milpitas.

The Task Force tenant representatives and landlord representatives generally agree on both landlord and tenants needing education but do not agree on the level of enforcement needed to ensure tenant protections. In this report, staff reviewed the programs and ordinances of the various cities, and provided comment including fiscal/resource feasibility as might apply to Milpitas. Overall, programs and ordinances vary from city to city with the more robust programs occurring in the larger cities of San Francisco, San Jose, and Santa Monica. These programs are also the most staff intensive and costly to implement, and do not compare to a community of the size, demographic, and tenant service demand experienced in Milpitas. Peer cities such as Santa Clara, Palo Alto, and Sunnyvale either have no tenant protection program or ordinance or for those that do, portions from Santa Cruz, Los Gatos, Hayward and Fremont could be viable options; however, additional research and analysis would be required to determine staffing and fiscal impact.

From discussion with the Task Force, Project Sentinel, and analysis contained within this staff report, staff is recommending increasing Project Sentinel services for ongoing Landlord-Tenant education and adding new funding for Landlord-Tenant Mediation programs for tenant protection cases that require such support. In addition, staff recommends

further developing a budget proposal to enhance tenant protection service and improve data analytics for a more accurate understanding of service demand. Lastly, the wide range of tenant protection by various cities leads staff to request feedback and possible direction of the City Council on any of the Task Force issues or values that should be further analyzed.

Background:

On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force consisting of tenant and landlord representatives to develop recommendations that would address tenant challenges experienced in Sunnyhills and within similar communities to Milpitas. Representatives of the tenant community serving on the Task Force included Project Sentinel, Law Foundation of Silicon Valley, the President of the Sunnyhills Apartment Tenants Association, and Silicon Valley Independent Living Center. Representatives of the landlord community serving on the Task Force included California Apartment Association, an apartment property manager, a landlord representative, and Santa Clara Association of Realtors.

The Task Force meetings spanned from September 2018 through February 2019. The representatives met one another and shared a vision centered on recognizing that Milpitas is a just and compassionate community that takes care of its people, while acknowledging that more affordable housing is needed to meet the community's needs.

The landlord and tenant groups met separate from each other in October, November, and December. During this time, the tenant representatives independently drafted two ordinances: (1) a rent control ordinance that includes just cause eviction requirements; and (2) source of income discrimination ordinance. The landlord representatives did not agree with the draft ordinance. Subsequent meetings in January and February were joint meetings held to identify any commonalities the groups shared including any core values. The meetings did not address the ordinances drafted by the tenant's group. The various elements of tenant protection and core values are discussed in the analysis section of the staff report.

The following terms were discussed by the Task Force and described for clarity, as follows:

- **Rent Control:** A form of price control that limits the amount a property owner can raise the rent of a tenant in a specified amount of time.
- **Just Case Eviction:** A legally sufficient reason to evict someone. For example, a tenant not paying rent would be in clear violation of the lease agreement. However, in areas where just cause eviction is in effect, giving someone a 60-day notice to vacate because you want to raise the rent to market rate is not considered legally sufficient.
- **Housing Choice Voucher:** Commonly referred to as a Section 8 voucher, is a Department of Housing and Urban Development (HUD) subsidy program allowing those with a voucher the opportunity to rent any private market unit. In Santa Clara County, the Section 8 program is administered through the Santa Clara County Housing Authority. For reference, the residents of Sunnyhills each have a Project Based Voucher, which offers an identical form of HUD subsidy, except the subsidy only applies to a particular unit or set of units in a large complex. With Project Based Vouchers, the tenant would not directly have the option to find a new unit.
- **Source of Income Discrimination:** California law prohibits discrimination based on source of income. However, Housing Choice Voucher income is not considered tenant income under California law. Therefore, currently a landlord can legally refuse to accept a Housing Choice Voucher applicant.
- **Costa Hawkins Rental Housing Act:** In 1995, the State of California passed the Costa-Hawkins Rental Housing Act (Costa-Hawkins) to place limits on municipal rent control ordinances. Costa-Hawkins provided that cities can not enact rent control on (1) housing occupied after February 1, 1995, and (2) units that are separately alienable from the title of any other dwelling (e.g. houses, condominiums and townhouses). It also states that a landlord has the right to raise the rent after a tenant moves out.
- **Project Sentinel:** A non-profit organization providing housing assistance programs regarding rental issues, fair housing/discrimination, tenant-landlord dispute resolution, and homebuyer education. They also provide counseling on the rights and responsibilities of tenants and landlords. Both tenants and landlords receive free

neutral counseling on subjects such as rent increases, repairs and maintenance, and eviction. Additionally, Project Sentinel provides counseling, conciliation, investigation, and legal referrals to persons alleging housing discrimination and also provides fair housing education and counseling to housing providers seeking assistance. Every city in Santa Clara County except the Town of Los Altos Hills, all of the cities in San Mateo County, and the City of Fremont contract with Project Sentinel for affordable housing and tenant protection services.

Analysis:

Project Sentinel Data Analysis

Since October 1, 2016, Project Sentinel reported receiving 211 calls, (an average of 55 annual calls for information and an average of 33 cases opened annually) most of which were requests for general information. The calls that led to direct cases were reported to the City in the following four groups:

- 1) Three Day Notices: Defined as a tenant being given a three day notice to cure a lease violation. Most commonly this refers to non-payment of rent but in some cases it could be a clear violation of the lease agreement, such as an unapproved occupant. Project Sentinel reported working on six (6) three day notice cases.
- 2) 30/60/90 Day Notices: Defined as a notice to vacate the unit with the corresponding day attached referring to the amount of days an occupant has to vacate. Project Sentinel reported working on thirty-six (36) such cases.
- 3) Eviction: Defined as the legal process by which a landlord can remove a tenant from a unit. Project Sentinel reported working on twenty-three (23) such cases.
- 4) Rent Increase: Defined as a notice to a tenant that the monthly rent will be increasing effective the date listed on the notice. Project Sentinel reported working on fourteen (14) such cases.

It should be noted that while these numbers are minimal when compared to the total rental units in the City, the reported numbers are for those tenants who chose to come forward and report their case. It does not account for un-reported issues of the same kind from occupants who either complied or relocated rather than seek assistance or were not aware of Project Sentinel assistance.

Tenant Protection Task Force Issues and Core Values

The Tenant Protection Task Force was assembled to bring tenants and landlord representatives together to discuss the issues that the most vulnerable renter populations of Milpitas experience due to the growing housing crisis and centered on deficient production of housing units, deed-restricted affordable units, rapid increase in rents, and lack of standardized eviction notice/assistance. Over the six months of meetings, the Task Force acknowledged the above-stated issues and their core values, but expressed different positions, as follows:

Tenant Representatives: The tenant representatives identified the need for more tenant protections that provides a balanced structure between landlords and tenants. For example, landlords have the ability to raise a tenant's rent to an unaffordable amount with very little notice to tenants. Similarly, if that tenant is unable to afford the new rent amount, landlords can evict tenants for non-payment. In addition to rapid rent increases and evictions, the tenant representatives recommend protections for tenants who receive a subsidy, such as a Housing Choice Voucher (commonly referred to as a Section 8 voucher).

Tenant Core Values are summarized as meaningful protections for Milpitas tenants. A complete description of the core values submitted by the tenant representatives is included in the attachments.

Landlord Representatives: The landlord representatives oppose rent control and just cause eviction as a form of tenant protection. They believe that education should be the key component of tenant protection and be focused on educating renters on the rights under state law and on available local resources, such as Project Sentinel and the Law Foundation of Silicon Valley. Further, they believe educating landlords to educate them on property operations and maintenance, fair housing, crime prevention and compliance with local laws. Additional core values are non-binding mediation, right to lease or minimum lease term, and incentive-based housing programs, where landlords are provided incentives to participate in the Housing Choice Voucher program.

Landlord Core Values are summarized as both landlord and tenant engagement and education as a means of tenant protection. A complete description of the core values submitted by the landlord representatives is included in the attachments.

Peer Agencies

The Task Force discussed how other government agencies established and administered tenant protection programs for their residents. Below are the jurisdictions cited by the Task Force. In addition, staff has identified local jurisdictions that Milpitas typically cites as benchmark communities based on similar population, demographics, proximity, and staff resources. Each jurisdiction is followed by staff comments as to the applicability and fiscal/resource feasibility of such programs for the City of Milpitas.

Suggested Peer Cities (by Task Force):

- **City of San Jose** – In November 2017, the City of San Jose approved Phase II of their proposed staffing and fee level implementation program, increasing the rent control operations staff from 8 dedicated full-time employees to 14. Currently, this staff manages approximately 46,000 units with an operating budget of \$1,746,290. In their proposal, the City outlines Phase III to be considered in the future, which would add another 8 or 9 positions. To fund Phase II, the City Council also approved the Affordable Rent Ordinance supplemental fees for 2017-2018 for an additional \$25.50 per unit, making the fee per unit \$55.80. According to the Department of Code Enforcement, 97% of the fees were collected as of October 19, 2018.

The ordinance allows landlords to increase a tenant's rent a maximum of 5% per year and at most can increase the rent once in a 12-month period. The ordinance only applies to residential units in buildings with 3 or more units. Affordable rental units, guesthouse rooms or units legally rented to transient guests for a period of less than 30 days are exempt. The ordinance also outlines that new market rental rates may be set if the tenant voluntarily vacates their unit or if the landlord legally terminated the prior tenancy as for-cause termination. Additionally, San Jose has recently implemented a landlord registry to assist in their efforts to effectively manage the rent controlled units.

Staff Comment: Milpitas currently has 1722 units that would apply to San Jose's rent control model. This model fits with the core values eschewed by the tenant representatives as they desire to have both rent control and just cause eviction protections. A landlord registry may be an effective tool to mitigate the costs associated with imposing a rent control ordinance.

Fiscal/Resource Feasibility: If applied to Milpitas, the Apartment Rent Ordinance and rent registry may be feasible but not practical. Fiscally, the City does not have the additional staffing resource capability that a large City like San Jose has to implement and manage an ordinance of this nature. The City of Milpitas would have to hire new staff and generate or allocate new funds to ensure its compliance. Partnering with a local area resource, such as Project Sentinel, to enforce an Ordinance may be feasible but also would require additional City resources to fund such a venture.

- **City and County of San Francisco** – For fiscal year 2018, the San Francisco rent board had a staff of approximately 38 full-time employees and an operating budget of over \$8,000,000 per year to enforce rent control on approximately 173,000 units. Per the rent board, they fund the rent board using no money from the general fund. Instead, all funds are collected via a rental unit fee of \$45 per apartment unit and \$22.50 per residential hotel room.

The City of San Francisco's rent control is determined by using a variety of factors: (1) On March 1 of each year, the San Francisco Rent Board publishes the increase in the Consumer Price Index (CPI) for the preceding 12 months; (2) a landlord may impose an annual rent increase that does not exceed a tenant's base rent by more than 60% of the published CPI increase; and (3) at no time shall the annual increase be greater than 7%.

Single family homes, condominiums, and subsidized rental units are among the notable exemptions to the ordinance. However, these units do still fall under just cause protection.

Staff Comment: San Francisco's model is staff intensive, costly, and not a good model for the City of Milpitas. The administrative burden alone would be difficult to keep up with given the amount of staff required to implement and enforce such an ordinance. Additionally, adding staff would direct funds away from the housing fund, which is used primarily to fund affordable housing assistance and projects.

Fiscal/Resource Feasibility: Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. However, it appears the resources and costs far exceed the City of Milpitas' annual budget and staff levels. It should be noted that San Francisco has approximately 173,000 units that are paying the fee. Milpitas only has approximately 1,700 units, which would require either a higher fee or City subsidy.

- **City of Santa Cruz** - On February 13, 2018, the City Council adopted two separate emergency ordinances: (1) a *Rent Freeze Ordinance* limiting the amount a landlord could increase their rents for applicable rental unit types; and (2) a *Just-Cause Eviction Ordinance* detailing the justification upon which a landlord can evict a tenant. This issue, which was placed on the November 6, 2018 ballot as Measure M, was rejected by 61% of Santa Cruz voters. As a result, the Rent Freeze Ordinance was subsequently terminated.

On November 27, 2018, the City Council introduced an ordinance establishing the right for residential tenants who are forced to relocate due to a rent increase. Under the ordinance, those tenants who are forced to relocate due to a "Large Rent Increase," defined as a one-year increase of more than 5% or cumulatively more than 7% over a two-year period, would be entitled to landlord-paid relocation assistance. Relocation assistance would equal two (2) months of the tenant's actual rent, or other arrangements of equal benefits which are agreeable by the tenant. On December 11, 2018, the City Council directed staff to return to Council at the January 8, 2019 meeting with an extension of the Just-Cause Eviction Ordinance.

On January 8, 2019, the City Council extended the Just Cause Eviction Ordinance for three months. At that time, the Council directed staff to create a 9-11 person Task Force, with adequate representation amongst all stakeholders, to discuss possible solutions that benefit both landlords and tenants. The Task Force was subsequently approved at the February 12, 2019 City Council meeting. Additionally, the City Council passed an Ordinance amending its municipal code pertaining to relocation assistance for tenants displaced due to a large rent increase. As discussed above, the amendment amended the definition of relocation assistance to include those displaced by a large rent increase.

Staff Comment: Santa Cruz is very similar to Milpitas from an overall City size (M: 13.62mi²; SC: 15.83mi²), population (M: 75,498; SC: 65,021), and per capita income (M: \$39,291; SC: \$33,776). Per capita income is a census measurement that computes the mean income for every man, woman, and child in a particular group including those living in group quarters. It is derived by dividing the aggregate income of a particular group by the total population in that group (Census.gov).

Santa Cruz provides a valuable example of approaching rent control. For a long period of time, the City Council and its constituents debated whether there was a need for rent control, and in the end, the Council directed staff to put it to a citizen vote. As noted above, Measure M was subsequently voted against. However, doing so would be costly to the City.

Additionally, if no rent control ordinance is adopted in Milpitas, staff believes the "Large Rent Increase" provision could work favorably for both landlords and tenants. As described earlier, if a tenant is forced to relocate due to a large rent increase, defined as above 5% in one year or more than 7% over two years, the tenant would be entitled to landlord-paid relocation assistance. This could deter landlords from raising the rent above these thresholds or they would be subject to the large rent increase provision and have to pay for a tenant's relocation expenses.

Included in this provision is that code enforcement officers are responsible for the enforcement. The City's website lists two code enforcement employees.

Fiscal/Resource Feasibility: If applied to Milpitas, the Large Rent Increase provision may be feasible and could be enforced via our current code enforcement function. Fiscally, it would require additional staffing and training

resources to ensure proper enforcement. And as noted above, the cost of putting the topic of rent control on the ballot would be costly to the City.

- **City of Berkeley** – The City of Berkeley’s rent control board is comprised of 9 elected commissioners. As of November 2017, the Rent Board has a staff of 20 full-time employees to enforce rent control on approximately 19,000 units. Further discussions have been had to increase full-time staff to 23 employees with a budget of \$5,500,000. However, at the moment the proposed budget for fiscal year 2019 is \$5,100,000.

Each January 1, landlords are allowed to increase the rent in accordance with the annual general adjustment, which since 2005 has been 65% of the CPI. In order to be approved for this increase, landlords must be in good standing with the rent stabilization board. Additional provisions include a good cause for eviction section and a requirement that all landlords register their rental units, with penalties created to ensure compliance.

Staff Comment: Berkeley’s model is similar to San Francisco in that it is staff intensive, costly, and not a good model for the City of Milpitas. While Berkeley’s community is just 11% (19,000 units) the size compared to San Francisco (173,000), Berkeley’s budget is operating at approximately 60% of what it costs to operate the San Francisco rent board.

Fiscal/Resource Feasibility: Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. However, it appears the resources and costs far exceed the City of Milpitas’ annual budget and staff levels.

- **City of Fremont** – In October 2018, Fremont established the Rent Review Ordinance, which took effect on January 1, 2018. Fremont added one new full-time staff member to manage the time-intensive administrative load of enforcing the ordinance. Additionally, the City Council adopted an ordinance creating the rent review board whose members are appointed by the City Council. The board is comprised of five members and one alternate and is made up of two landlord representatives who own rental property in Fremont, two tenant representatives who reside in Fremont, one neutral third party who is neither a landlord or tenant but does live in Fremont, and one alternate who is neither a landlord or tenant but does live in Fremont.

Per the ordinance, a landlord is encouraged to provide at least a 90-day notice of any rent increase in order to allow for the rent review procedures to occur. Any notices seeking an increase exceeding 5% shall also include a statement identifying the reason for the rent increase. Any notices in violation of the ordinance are considered void. The ordinance applies to all residential rental units in the city, including single family homes, condos, and townhomes, but does not apply to properties where the tenant is receiving subsidy.

The rent review steps are as follows: (1) within 15 days of the date of the increase notice, a landlord or tenant may request a rent review; (2) the City then verifies that the rent increase is valid; (3) the City schedules a consultation phone call and/or in person non-binding mediation; (4) if no resolution is determined in step three, and the increase is over 5%, a rent review board hearing may be requested.

Every year, the Fremont City Council receives a report on the Rent Review Ordinance. Here is a brief summary of the calendar year 2018 report. In 2018, the City received a total of 71 requests for services, however, 24 were for issues that were exempt from the ordinance. Of the 47 remaining cases, 21 were resolved prior to the consultation phone call, 18 were resolved after the consultation phone call, and the final 7 were resolved with in-person mediation. Only one case was to be heard by the rent review board but was not heard because both parties reached an agreement just prior.

Staff Comment: Fremont presents an option for Milpitas. It would require justification for rent increases. And while the sample size is minimal, it does indicate that (1) bringing units to market value is important to landlords; (2) similarly, if no rent control is in place, a higher increase will be requested; (3) the rent review program brought landlords and tenants together and a reduction in rent increase value was observed; and (4) there is high demand for affordable housing.

The tenants were mixed in their review of the program. When asked how the rent review program can be improved, two of the top responses were to (1) make the decision binding and (2) require a more descriptive

reason for the rent increase above 5%. As noted in the report, 71% of the rent increase notices received by the City cited the desire to bring the units up to market rent as the reason the landlord was asking for an increase above 5%.

Per Fremont's annual report, 45% of cases were resolved with a lowered rent increase. The average rent increase after the rent review was 8.7%, down from 11.5%. However, it should be noted that in the 24 cases cited earlier that did not apply to the ordinance, the average rent increase was 19.6%. If you were to isolate the 12 cases that were exempt due to the tenant living in subsidized or Below Market Rate housing, the average increase was 28.9%. While the increase would not fall completely on the tenant, tenants are still at risk of displacement if the increase surpassed what the subsidizing body can afford to pay.

Finally, it should be noted that if Milpitas were to pass an ordinance similar to the City of Fremont's Rent Review Ordinance, that there would have been zero protections for the residents of Sunnyhills. This ordinance does not contain a just cause eviction provision.

Fiscal/Resource Feasibility: If applied to Milpitas, the Rent Review Ordinance may be feasible and practical, however, staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. Partnering with a local area resource, such as Project Sentinel, to enforce an Ordinance may be feasible but also would require additional City resources to fund such a venture.

- **City of Santa Monica** – The City of Santa Monica rent board is comprised of 5 elected commissioners and has a staff of 25 full-time employees to enforce rent control on approximately 26,000 units. For fiscal year 2019, they have an operating budget of \$5,716,252.

Every September 1, the City of Santa Monica allows landlords to raise rents by 75% of the percent change in the CPI. Increases can range from 0-6% and the elected Rent Control Board Commissioners have the authority to impose a dollar-amount maximum after holding a public hearing. For reference, in June 2018, the Rent Board approved a resolution announcing an adjustment of 2.9% and imposing a maximum increase of \$60. Santa Monica also has dedicated day-to-day staff to handle their administrative workload.

Staff Comment: Demographically, Santa Monica has a much higher population and per capita income than Milpitas. Santa Monica's model is staff intensive, costly, and not a good model for the City of Milpitas.

Fiscal/Resource Feasibility: Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. However, it appears the resources and costs far exceed the City of Milpitas' annual budget and staff levels.

Common Peer Cities (by staff)

The cities identified below are commonly used as peer cities to Milpitas when analyzing city programs. They are based primarily on geographic location, population, and demographics.

- **City of Mountain View** – The City of Mountain View administers their rent control program through the Neighborhoods and Housing Division. Per the adopted 2018-2019 budget, they have an operating budget of approximately \$2,300,000.

Mountain View's rent control ordinance limits rent increases to a minimum of 2% and a maximum of 5% per year and includes a just cause eviction provision. Additionally, landlords are required to pay an annual rental housing fee of \$124 per unit.

Staff Comment: While the City of Mountain View does have a rent control ordinance, the data from the Census Bureau indicates that the City is still having issues maintaining its affordability. According to our research, the median gross rent in Mountain View increased by 36% from 2012 to 2017.

Fiscal/Resource Feasibility: If applied to Milpitas, the Ordinance may be feasible and practical, however, Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. Partnering with a local area resource, such as Project Sentinel, to enforce an Ordinance may be feasible but also would require additional City resources to fund such a venture.

- **City of Fremont** – See above.
- **City of Palo Alto** – There is currently no rent control ordinance in Palo Alto. However, on August 27, 2018, Palo Alto adopted an emergency law that requires relocation assistance be given to low-income tenants facing eviction. The assistance requires a relocation payment of \$7,000-\$17,000 per household, and would only apply to tenants living in apartment units of 50 units or greater and to those that earn below Santa Clara County's area median income.

Staff Comment: This emergency ordinance was enacted as a result of the eviction notices given to tenants at the Hotel President apartment building in downtown Palo Alto. Its intention is not to provide meaningful, long-term protections for residents as it only applies to properties in complexes that have 50 or more units.

Fiscal/Resource Feasibility: Palo Alto's emergency ordinance is not a good model for the City of Milpitas.

- **City of Sunnyvale** - No rent control ordinance.

Staff Comment: While the City of Sunnyvale does not currently have a rent control ordinance, the City Council is beginning to discuss rent control and affordability. According to our research, the median gross rent in Sunnyvale increased by 40% from 2012 to 2017.

Fiscal/Resource Feasibility: N/A

- **Town of Los Gatos** – The Town of Los Gatos does have a rent control ordinance in effect for properties with 3 or more units. Any increases at or below 5% is presumed valid. Any increase above 5% must be justified.

Currently, Los Gatos contracts with Project Sentinel to administer their Rental Dispute Resolution Program. These services include conciliation, mediation, and arbitration services for tenants and landlords in Los Gatos when conflicts arise regarding rent, housing services, or proposed evictions.

Fiscal/Resource Feasibility: If applied to Milpitas, the Ordinance may be feasible and practical, however, Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. Partnering with a local area resource, such as Project Sentinel, to enforce an Ordinance may be feasible but also would require additional City resources to fund such a venture.

- **City of Santa Clara** - No rent control ordinance.

Staff Comment: Staff is not aware of Rent Control being discussed during the City Council meetings. The topic has not been mentioned by any of the local newspapers.

Fiscal/Resource Feasibility: N/A

Additional Research

- **City of Hayward** – On July 26, 2016, the City of Hayward passed the *Residential Rent Stabilization Ordinance* (Ordinance No.16-19). Currently, Hayward contracts with Project Sentinel to administer their Residential Rent Stabilization Ordinance for approximately 15,000 units.

The Ordinance allows landlords to increase a tenant's rent a maximum of 5% per year and at most can increase the rent once in a 12-month period. If a landlord does not raise the rent within a 12-month period, they are allowed to "bank" the increase (saving the allowable 5% until the next year) at which point they may impose an increase of 10%. A landlord can only bank their increase one time, meaning the most they can increase the rent in any given year is 10%. Additionally, the Ordinance contains an "Eviction for Cause" section providing guidance to a landlord who wishes to recover possession of their property.

The ordinance is applicable to residential units in buildings with 5 or more units. Affordable rental units, guesthouse rooms, or units legally rented to transient guests for a period of less than 30 days are exempt. The ordinance also outlines limitations on initial rent a landlord can charge. Specifically, any unit where a tenant voluntarily vacates is exempt from an initial rental limitation. However, if a tenant's vacancy is non-voluntary, including termination due to a just cause eviction, the initial re-rental limitation is subject to a maximum allowable increase of 5% of the previously rented rate.

Staff Comment: Hayward presents some options for Milpitas. If we applied their rent ordinance to Milpitas, it would affect approximately 1100 units. Additionally, by capping the rent increase at 10% over two years, a diligent landlord would still be able to get a fair return on their investment over a period of time if a tenant lived there long term..

Fiscal/Resource Feasibility: If applied to Milpitas, the Ordinance may be feasible and practical, however, Staff would need to further research the staffing requirements and budget needed to establish and administer a similar program. Partnering with a local area resource, such as Project Sentinel, to enforce an Ordinance may be feasible but also would require additional City resources to fund such a venture.

- **State of Oregon** - On February 12, 2019, the State of Oregon became the first state to pass a statewide rent control and just cause eviction. The Bill would limit increases to 7% per year, plus the CPI for that year on all units more than 15 years old. In addition to exempting new construction units for 15 years, subsidized units are also exempt. While just cause is also required to evict a tenant, landlord-based cause has been written into the Bill. An example of landlord-based cause is if a landlord wishes to move in to their unit or wishes to conduct major renovation on a particular unit, they must provide 90 days' notice and pay one month's rent as a relocation expense. This portion of landlord-based cause only applies to apartment buildings with 5 or more units.

Staff Comment: Although not discussed at the Task Force meetings, staff felt it necessary to at least mention Oregon in our report. Overall, the rent increases are very landlord friendly at 7% plus CPI. All new construction is exempt for 15 years which wouldn't immediately deter new construction and there are landlord-based cause provisions that give landlords some authority over their property.

The Oregon rent control model has portions that could be applicable to Milpitas as it doesn't completely eliminate a landlord's authority over their unit. For example, the higher allowable increase limit and landlord-based cause are an indication of balancing the power structure between landlords and tenants. Finding this balance is the type of win-win the Task Force was originally envisioned to provide.

Fiscal/Resource Feasibility: If applied to Milpitas, the Rent Review Ordinance may be feasible, however, staff would need to further research the staffing requirements and budget needed to establish and administer a similar program.

Public Comments

At each Task Force meeting, the public who attended were given the opportunity to speak about items on that evening's agenda. For comments made by members of the community, staff has added research to provide clarity. Below is a summary of concerns presented by Milpitas residents during public comment.

- **Inhibition of New Construction** - By limiting what a landlord can charge, rent control reduces the profitability of an investment property. This leads to investors to direct their capital away from rent control markets and, as a result, construction declines. However, many cities that enact rent control provisions make these new construction units exempt from rent control for a period of time or simply altogether to not spurn development.

- Deterioration of Existing Housing - By limiting the return on investment, an investor may be unwilling to spend as much money on maintaining the quality of the unit. This could lead to a lower overall quality of rental units. While many cities have allowed for repair costs to pass through onto the tenant, oftentimes the amounts allowed aren't enough to justify the repair costs.
- Substantial Administrative Costs - The administrative costs of operating and maintaining a rent board may be significant. Often, with the creation of a rent board, comes rules and regulations that must be adhered to and enforced. Per the City of San Jose, the City of Santa Monica's rent control budget was more than \$5.5 million per year to control rents on 26,000 apartments.
- Reduced Consumer Mobility - Once someone has found a rent-controlled unit, they are often willing to forego moving as often due to their already low rent payment. This increases duration of residence and also limits opportunities for when they eventually do need to move. As a result, consumers entering the market pay exorbitant costs.
- Consumer Entry Costs - As previously stated, the cost of finding a new market rate apartment often deters people from moving in the first place and thus makes it more expensive for those who are searching for housing. Due to the limited amount of available units, the cost of market rate housing is often incredibly high. While a few benefit from rent control, the majority subsidize the cost of the rental market by paying exorbitant rates.
- Market Value - As noted by a landlord Task Force member, the market should be the deciding factor for rental value. As the market has slowed in recent months, and if it were to continue to slow or sharply decline, rental values will come down with the market. And since there is no protection for a landlord when rents decline, they should be allowed to fully participate as the market goes up to protect their investment.
- California State Rent Control - Proposition 10 was a state initiative that would have repealed Costa-Hawkins. On November 6, 2018, Proposition 10 failed to pass with 59% of the voters rejecting the initiative. As of October 22 2018, the City of Milpitas had 29,931 registered voters. Of those who voted for Proposition 10, 36% (10,148) of registered voters voted against the proposition, while 31% (8,732) voted for it. Comparatively, no other city in Santa Clara County had a majority of voters vote in favor of Proposition 10.
- Subsidized Housing - Part of the tenant representative core values was the inclusion of a source of income discrimination ordinance. This is in part referring to the difficulties Housing Choice Voucher (Section 8) residents have in obtaining housing. Often, Section 8 tenants are met with the words 'NO Section 8' on an advertisement for a rental unit. This deters them from applying because they know they will not be considered. This means the lack of possible access to a better unit in a better area. After many discussions, the landlords made it very clear that they do not oppose the Section 8 tenants, but the program administration itself.

Both sides agreed that more education for Housing Choice Voucher tenants and landlords is needed but, specifically, more assistance in dealing with the programmatic delays from the Santa Clara County Housing Authority is needed. The landlord representatives say financial assistance in dealing with missed payments or excessive delays will help them decide to rent to Section 8 tenants. It becomes problematic for them when they must wait in excess of 30 days for someone to come to inspect the unit and all the while no one is occupying (and paying) for their unit to be vacant.

Staff Recommendations

Based on the above report, there are many paths that Council could take to implement tenant protections. As noted throughout this report, the tenant representatives would like to see meaningful protections for tenants in the form of a rent control ordinance that includes just cause eviction requirements and a source of income discrimination ordinance. They believe the landlord proposal for non-binding mediation lacks the enforcement required to ensure tenants are reasonably protected. The landlord representatives view tenant protections from an education, mediation and a more resource-based standpoint. Protecting tenants involves educating tenants on their rights as tenants and educating landlords on, among many other topics, fair housing, discrimination, and proper management practices.

Thus, staff have developed the following possible recommendations for City Council consideration. Each of these recommendations would increase tenant protection in Milpitas.

1. Receive staff report on Tenant Protection Task Force.
2. Direct the City Manager to increase the Project Sentinel contract by \$10,000, there is sufficient budget from the Contingency Reserve Funds, for more outreach and engagement, with a focus on pre-eviction services, and to return to City Council with budget proposals to enhance tenant protection services and improved data analytics.
3. Provide feedback on any Task Force issues or core values that staff should further analyze.

Fiscal Impact:

1. Recommendation No. 1 has no fiscal impact to the City.
2. Recommendation No. 2 would require an increased allocation of \$10,000 from the Contingency Reserve Funds to be budgeted to Project Sentinel.
3. Recommendation No. 3 has no immediate fiscal impact but could require additional resources depending on Council feedback.

California Environmental Quality Act:

The above recommendations have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because they involve administrative activities to research and study possible residential rental regulations.

Recommendation:

1. Receive staff report on Tenant Protection Task Force.
2. Direct the City Manager to increase the Project Sentinel contract by \$10,000, there is sufficient budget from the Contingency Reserve Funds, for more outreach and engagement, with a focus on pre-eviction services, and to return to City Council with budget proposals to enhance tenant protection services and improved data analytics.
3. Provide feedback on any Task Force issues or core values that staff should further analyze.

Attachments:

1. Tenant Representatives Core Values
2. Landlord Representatives Core Values

Milpitas Tenant Protection Task Force

Tenant Representatives Values Statement

Introduction

As the four members of the Task Force representing Milpitas tenants, with collectively more than 56 years of experience counseling and serving the needs of local tenants, we wish to thank the City Council for recognizing the need for tenant protections. We encourage the City of Milpitas to adopt strong renter protections with a sense of urgency because they are so essential to mitigate displacement in the midst of our housing crisis. The following statement lays out why protections are needed, what protections are most needed, and how to effectively deliver those protections.

Throughout the process of this task force, we have come in good faith, attempting to craft policy solutions that would meaningfully protect Milpitas tenants. We have been greatly disappointed by the landlord representatives' outright refusal to consider low-cost, proven, and immediate methods of protecting tenants. We wish we could find any agreement with the landlord representatives, but we could not find common ground as their attempts to maintain the status quo contrasted with our goal of preventing displacement and expanding opportunity for tenants.

A Region-Wide Crisis

The City of Milpitas has a unique position within Silicon Valley, as a welcoming community that provides economic, social, and cultural opportunity for a diverse population. Milpitas has a significant history of providing opportunity for all as an intentionally racially-integrated community, where Sunnyhills tract homes were built in the 1950's to accommodate the growing workforce as jobs moved to the South Bay. Later, one of the few Housing and Urban Development projects in the area was built in Sunnyhills to accommodate low-income tenants. However, the economic opportunity of the region is now limited for those members of the community who are unstable in their housing due to rapidly increasing housing costs combined with a lack of alternatives. Skyrocketing rents are making Milpitas a place that is no longer affordable for many families. As shown below, this challenge is felt as a region-wide housing crisis, reaching across Santa Clara County and Silicon Valley broadly:

- Median home prices in Santa Clara County are 10.6 times the median income vs. 3.7 nationally ([Zillow, 2017](#)).
- In Santa Clara County, a minimum wage worker would need to work *35 hours a day* in order to afford an average, typical 2-bedroom apartment ([National Low Income Housing Coalition, 2018](#)).
- Over the five years ending in 2016, the cost of rental housing has jumped by an average of roughly 9 percent annually in Santa Clara, San Mateo, and San Francisco Counties, while wages have risen by an average of 2.8 percent a year ([SJ Mercury-News; Silicon Valley Institute](#)).
- Despite leading the nation in per capita economic growth, nearly 9 in 10 jobs in the Silicon Valley region pay lower wages today, adjusted for inflation, than they did 20 years ago. Lower wages and high housing cost burdens leave many households vulnerable. ([Working Partnerships, 2018](#))
- Wages for all but the highest-paying workers in the Silicon Valley have fallen by 14% since 1997. Lower wages force many households to have to choose between longer commutes or relocating all together to more affordable areas. ([Working Partnerships, 2018](#))

- While common thought is that Silicon Valley tech workers all make six figure salaries, blue collar contract workers make an average annual income of \$19,000 and white-collar contract workers make an average annual income of \$53,200. These workers can afford rents of \$475 and \$1,330 respectively, far below the median rent of \$2,850 ([Working Partnerships USA, 2016](#)).
- For every new engineer or high-paid worker hired, demand is created for five lower-wage jobs ([Bay Area Council](#)).
- Renters who are women of color face the steepest burden of housing costs, with 59% of this demographic paying more than 30% of their income on housing ([PolicyLink](#)).
- Only 11.6% of homes in San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area are affordable for the median family income of \$125,200 ([NAHB, 2018](#)).
- The median-priced home in Santa Clara County, as of August 2018, was \$1,110,000, up almost 28% year over year ([NAHB, 2018](#)).
- More than 7,400 people are homeless on any given night in Santa Clara County ([2017 PIT Count, Santa Clara County](#)).

Milpitas families have felt this crisis acutely, with nearly *half* (about 48%) of all renters in the city paying more than 30 percent of their incomes toward rent in 2017 ([American Community 5-Year Estimate, 2017](#)). The most immediate impact on tenants paying too much for rent is having insufficient money for other necessities (food, utilities, clothing, medications, transportation) as well as other important uses, like saving for emergencies or repaying debts. Rent-burdened tenants are likely to have poor credit and be susceptible to predatory “pay day” lenders. Rent-burdened tenants typically adapt by reducing their spending on other necessities; or by resorting to inappropriate, unhealthy, or unsafe living situations, like overcrowded housing (e.g., 2 families, 6-8 people sharing 1-bedroom unit), illegal housing (e.g., converted garages, backyard sheds, etc.), and substandard housing (no heater, water leaks, mold, bad plumbing, bed bugs, cockroaches, etc.). These displacement pressures have serious and lasting impacts on physical and mental health ([BARHII Displacement Brief, 2017](#)).

When rents are increased to levels no longer affordable, tenants have only a few possible remedies now:

1. Try to negotiate directly with the landlord, however, with low vacancy rates locally, a landlord may have no incentive to reduce the rent increase. In fact, landlords know that by doing a few renovations, they can charge much more for a unit when their current tenant moves out.
2. Try to find another local property with a lower rent, but that is often impossible.
3. Move out of the Bay Area, which not only disconnects a tenant from their community, but is often impractical when a tenant's job, family, and friends are here.

Why protections are needed

Although housing is often described as a “free market,” in this overheated *rental* housing market with low vacancy rates, landlords have a captive market because everyone needs housing. On an immediate level, tenant protections are needed because the bargaining position of tenants is inferior to that of landlords. When a tenant receives a 30- or 60-day notice of “termination of tenancy,” usually with no reason stated, the landlord's termination notice is not negotiable. The tenant must move out or face an eviction proceeding in Superior Court, where they are unlikely to be represented by an attorney. When a tenant receives a notice of rent increase, which can be any amount the landlord chooses, the tenant may have no practical choice but to pay the increase, even when the new rent is unaffordable. Moving is always difficult or impossible when a tenant's income has not kept pace with market rents. A tenant whose income does not equal

3 times the rent of comparable properties may have to remain in an increasingly unaffordable unit, accepting a rent increase that requires her to pay more than 50% of her income on rent.

Protection requires rent control and just cause eviction protections

Currently, under state law, there is no limit as to how much or how often a landlord can increase rents as long as sufficient notice is provided. The foremost protection tenants need is rent stability, defined as a limit on the amount and frequency of rent increases. A rent control ordinance, like those in effect in other Bay Area cities, would limit rent increases to a specified amount each year.

In combination, an ordinance requiring just cause for eviction is necessary to prevent tenants from facing displacement. As noted above, landlords may issue month-to-month tenants a 30- or 60-day notice of “termination of tenancy” for no reason at all. Where a landlord must have a reasonable rationale for forcing a family to leave their home, that household faces increased stability. Importantly, they are empowered to advocate for healthy and sustainable housing solutions without fear of landlord retribution.

We propose an ordinance that requires a landlord to enumerate any one of a number of potential reasons to evict a household (e.g., failure to pay rent, breach of lease, nuisance, or owner move-in). The ordinance we propose would also require landlords removing their units from the rental market pursuant to the Ellis Act to comply with certain notice requirements and payment of relocation benefits to displaced households.

In conjunction with requiring just cause for eviction, we propose an ordinance that generally limits rent increases to the increase in the regional Consumer Price Index once per year, while ensuring that landlords have a process to collect a fair rate of return on their investment. Such a limit on rent increases should be supported by a city-controlled rent registry that tracks covered units to ensure compliance while protecting tenant information. It is important to understand that rent control would not apply to single-family houses, condos, or multi-family units constructed after 1995, and therefore rent control would not affect most “mom and pop” landlords, nor would rent control discourage the construction of new housing.

Adoption of an ordinance requiring rent control and just cause for eviction is an extremely low-cost way of preventing displacement and keeping people in their homes because they do not rely on city subsidies. A tenant protection ordinance will (1) prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct; and (2) stabilize rents for tenants, especially those who are low income, older (retired) or persons with disabilities.

Renter protections are needed now to prevent further displacement

Rent prices are near record-high levels. Nearly half of tenants in Milpitas are rent burdened, and as noted above, they are suffering the consequences of paying too much of their income for housing. We believe this is an unacceptable situation that did not need to happen. If rent control had been enacted five years ago, the number of rent burdened tenants would certainly be much lower today. In other words, the damage has already been done. But the problem will grow worse if rent control is not enacted now. Rent control would at least stabilize the number of rent burdened tenants at current levels and prevent those tenants from becoming even more burdened.

In choosing a course of action, we ask the City Council to consider and evaluate the unavoidably competitive interests of rental property owners and renters. Owners tend to set

their rents at the highest level the market will bear in order to maximize their profits, which inevitably causes an increase in the number of low- and middle-income renters who become rent burdened. In weighing the interests of owners to maximize profits versus the interests of low- and middle-income renters to have an affordable place to live, which group needs protection? If you believe that having a place to live is an absolute necessity, then we hope you agree that maximizing profits at the expense of housing affordability is not only unnecessary, but immoral.

Rent control alternatives are not effective

In other cities across our region, we have seen first-hand the pitfalls of alternatives to rent control and just cause. The overarching reason for this is that there remains an imbalance of power in the Landlord-Tenant relationship. Landlords have the power to raise rents, they have the power to deny or ignore repair requests, and they have the power to evict. For families already feeling the financial pressure of living in one of the most expensive metropolitan areas in the country, such significant housing challenges are simply not worth the risk of pushing back, of potentially angering a landlord who can so readily replace a tenant household.

We strongly disagree with the landlord representatives' proposal of creation of a Landlord-Tenant mediation program. Such programs do not provide rent stability because there is no limit on the amount of rent increases. Landlords are free to increase rents to any level they wish, and tenants have the burden of requesting mediation- if they care to bother or if they dare. Most tenants do not request mediation because they know the process is not binding on landlords and is unlikely to be effective, or they fear retaliation. In Fremont, of the 22,500 rental units covered by the City's Rent Review Ordinance (RRO), only 47 tenants (about two-tenths of one percent) requested mediation/rent review in 2018 ([Fremont Rent Review Ordinance Report](#)). According to the RRO report, of the 47 cases opened, "23% of the cases ended because the tenants indicated that they feared retaliation." Representatives of the rental housing industry have claimed that the extremely low rate of participation is an indication that landlords have moderated their rent increases and that's why tenants are not requesting mediation. But they cite no evidence to support that claim.

We additionally disagree with the landlord representatives' proposal of a one-year lease requirement. While a one-year lease may enable a household to avoid displacement for a longer period compared to a few months, requiring a landlord to offer a one-year lease means nothing if there is no limit on the amount of rent that can be charged in subsequent leases.

Source of Income Discrimination Protections

An additional challenge faced by people in Milpitas is particular to Housing Choice Voucher holders. The Housing Choice Voucher Program, commonly referred to as Section 8, provides rental subsidies to low-income residents so they can rent housing on the private market. Program participants must pay a portion of their income in rent, and the Santa Clara County Housing Authority pays the rest of the rental amount directly to the landlord each month. Voucher holders in Santa Clara County are disproportionately disabled, female heads of households, formerly homeless, or people of color.

The challenge they face is finding a landlord who will accept their voucher within the allotted time. It is not illegal under state or federal law to discriminate against voucher holders. The Housing Department of nearby San José conducted a survey of available rental units, and some 66 percent of available listings indicated they would not accept housing vouchers ([San Jose Housing Dept. SOI Memo, 2018](#)). Thousands of housing vouchers remain unused in Santa Clara County because tenants cannot find places to use them.

Adoption of a Source of Income Discrimination ordinance could prevent landlords from shutting out voucher holders completely by preventing them from using it as a reason to deny an applicant. This would not require landlords to lease to voucher holders; rather, it would enable these tenants a fighting chance to secure housing by allowing them in an applicant pool from which they are currently excluded.

Our Values

In sum, as tenant representatives on the Tenant Protection Task Force, we encourage the City Council to adopt meaningful tenant protections. We believe that Milpitas is a wonderfully diverse community where the opportunities of Silicon Valley can be enjoyed by all. We believe that landlords and tenants can work more collaboratively when the risk of a landlord's abuse of their discretion is reduced—where a landlord cannot quickly and unfairly increase rents or force a household to leave. It is for this reason that we encourage the City Council to adopt the proposed Milpitas Tenant Protection Ordinance (Attachment A). Moreover, the landlords of Milpitas are free to discriminate against the city's most vulnerable residents, those reliant on rental assistance. It is for this reason that we encourage the City Council to adopt the proposed Milpitas Source of Income Discrimination Ordinance (Attachment B).

These are the items we have discussed at length over our past many months together. We are disappointed that the landlord representatives in our task force were unwilling to address them more seriously to find any agreed upon common ground.

Lastly, we strongly encourage the City Council to adopt an urgency ordinance either (1) adopting the recommended rent control and just cause provisions included in Attachment A, or (2) declaring a moratorium on all evictions or rent increases while the Council considers these matters further because of the significant risk that Milpitas tenants face in being pre-emptively displaced by landlords wishing to avoid these protections.

2/26/19

Robert Musallam
Housing Authority Administrator
City of Milpitas
455 E Calaveras Blvd,
Milpitas, CA 95035

Mr. Musallam

Below is a summation of the proposals that representatives of the landlord community have proposed as part of it's participation in the Milpitas Tenant Protection Task Force. On behalf of that group, I would like to thank City Staff for their work in bringing all interested parties to the table. We look forward to the continued discussion of the examples of effective tenant protections that we have proposed below.

Education

Local renters are often unaware of their rights and responsibilities. Through better education and outreach, Milpitas can ensure that renters understand the resources available to them. Local governments can develop programs to provide information to renters on local laws, their rights, and available resources to help residents resolve their housing issues, available funding sources for housing assistance, and prevent and defend evictions. Here are a few examples of what Milpitas can do to further that education:

- Renter Rights, Roles & Responsibilities: Local governments can educate renters on the protections they have under state law.
- Local Renter Resources: Local governments can partner with local agencies to educate renters on the resources available to them.
- Outreach: Local governments can develop a multi-lingual, multi-media education program for renters and an outreach strategy for information distribution.

Additionally, local governments can host workshops for rental property owners to educate them on property operations and maintenance, fair housing, crime prevention, and compliance with local laws.

- Partnering with Trade Associations: Partnering with the Apartment Association can offer a variety of educational on-demand webinars on topics such as new laws, property management, fair housing, etc.
- Local Workshops & Training: Local governments can host a series of workshops educating rental owners on their rights, roles, and responsibilities.
- Partnerships with Fair Housing: Local governments can work with local agencies to educate rental owners on fair housing laws and common local cases.

Mediation

Mediation provides a communication forum for renters and rental owners by establishing a neutral setting for both parties and can be a helpful tool to address disputes and misunderstandings.

- **Voluntary Mediation:** A neutral communication setting can be established through a non-binding mediation program and operated in-house or conducted by independent professional mediators. Examples of this type of program can be found in Palo Alto, Mountain View, Fremont, and Campbell.
- **Peer-to-Peer Enforcement:** Local governments can request a “peer” intervention from the apartment association and its local members when an issue with a specific local rental owner arises. The City could connect with the rental owner to understand their position and communicate a mutually agreeable solution. Examples of this program can be found in Alameda, Napa, Solano, and Contra Costa Counties.

Right to Lease

A Right to Lease, or minimum lease terms, would require the property owner to offer a lease with a set time period, such as 6 months or 12 months. Should the tenant desire a month to month, that is at their discretion. By offering a fixed lease as the default option, the tenant is receiving a contract in which the terms cannot change for that duration which can provide stability to the tenant.

Incentive-based Housing Programs

Local governments can identify incentives to property owners that entice property owners to seek out Section 8 Participants.

- **Section 8 Education for Property Owners:** Local Housing Authorities should work to educate rental owners on the Section 8 program by developing “frequently asked questions” and other educational materials to provide local housing providers with knowledge of the program.
- **Partnerships with Housing Authority:** Partnering with local Housing Authorities and non-profits to produce workshops on the Section 8 program, with an educational speaker and program participant testimonials.
- **Risk Mitigation Pool:** In order to provide coverage for potential financial risks that may be associated with the Section 8 program, local governments could cover a range of potential costs, including sign-on bonuses, increased or double security deposits, a loss mitigation pool for potential damage beyond or non-payment that exceed security deposit, and vacancy loss coverage that would provide a month’s rent payment during vacancy. Examples of this program can be found in San Mateo and Marin Counties.

Sincerely,

California Apartment Association – Tri-County: Anil Babbar, Vice President

Santa Clara Association of Realtors: Greg Haas

Property Manager: Killian Bryne, Vice President of Vasona Management

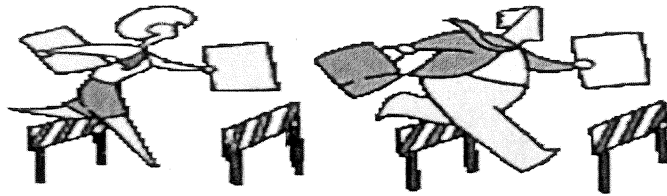


CITY OF MILPITAS

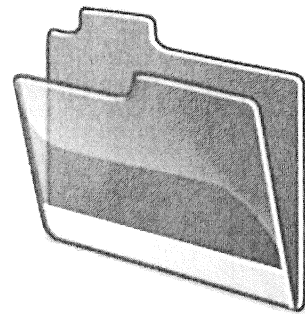
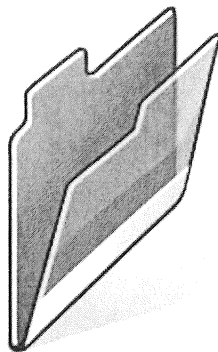
455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

4/2/2019

Agenda Item No. 8



ADDITIONAL ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION



Mary Lavelle

From: Scott Reinert <SReinert@essex.com>
Sent: Thursday, March 28, 2019 11:57 AM
To: Rich Tran
Cc: Karina Dominguez; Carmen Montano; Bob Nuñez; Anthony Phan; Mary Lavelle; Danielle Bayless
Subject: Rent Control and Just Cause
Signed By: SReinert@essex.com

City Clerk's Office

MAR 28 2019

RECEIVED

Dear Mayor Tran and Members of the City Council,

As a property owner in the City of Milpitas, I want to state my full support for proven and reasonable tenant protections; however, we prefer to see Milpitas offer the kind of services to tenants that will yield a meaningful impact on them without any negative consequences to the City.

The report issued by the Tenant Protection Task Force makes suggestions like mediation, a right to lease and education as meaningful programs that can offer tenants the type of services they need. However, I am deeply concerned that rent control and just cause provisions are also being suggested. These policies have proven problematic for many years, and have been rejected in many of our neighboring cities, and most recently, the voters across the State of California rejected price controls on housing.

I ask that you reject any call for rent control in Milpitas. Rent Control will deter future developments and it will degrade the existing housing stock. We have a supply problem in Milpitas, not a price problem. Further, as our housing stock ages, it will require additional maintenance and care to ensure that Milpitas residents can reside in quality housing. By limiting rental income under rent control, you are limiting an owner's ability to properly conduct repairs and maintenance. Median rents in Milpitas have seen modest growth over the past 5 years at 4.75% annually, according to the US Census Bureau. There is no evidence that rent control is needed.

I also ask that you reject any call for a "just cause" eviction law. Under this policy, rental owners must prove in court, or before a political body, the reasons for removing a problem resident. Because the legal process is very costly and very time-consuming, bad tenants stay put longer, which is unfair to their law-abiding neighbors. Knowing that their ability to evict is limited, many landlords may reject applicants with an imperfect rental history. And these applicants are often those in the greatest need of housing.

As a housing provider, my company takes the responsibility of providing its tenants with a safe, clean and desirable place to live very seriously. At the same time, we need to focus our energy on providing more affordable housing supply not adding unnecessary burdens on property owners.

Thank you for listening and considering.

Scott A. Reinert | Senior Vice President, Operations
Essex Property Trust, Inc.

1100 Park Place, Suite 200
San Mateo, CA 94403
Phone 650.655.7840
Fax 650.655.7812

Mary Lavelle

From: Carlos Padilla <cpadilla@intero.com>
Sent: Thursday, March 28, 2019 12:08 PM
To: Rich Tran; Karina Dominguez; Carmen Montano; Bob Nuñez; Anthony Phan; Mary Lavelle
Subject: No Rent Control or Just Cause in Milpitas

City Clerk's Office

MAR 28 2019

RECEIVED

Dear Mayor Tran and Members of the City Council,

As a property owner, I want to state my full support for proven and reasonable tenant protections. I would like to see Milpitas offer the kind of services to tenants that will yield a meaningful impact on them without any negative consequences to the City.

As I read the report issued by the Tenant Protection Task Force, I saw suggestions like mediation, a right to lease and education as meaningful programs that can offer tenants the type of services they need. However, I was deeply concerned that rent control and just cause controls are being suggested. These policies have been rejected in many of your neighboring cities and recently the voters across the State of California rejected price controls on housing.

I ask that you reject any call for rent control in Milpitas. Rent Control will deter future developments and it will degrade our existing housing stock. As our housing stock ages, it will require additional maintenance and care to ensure that Milpitas residents can reside in quality housing. By limiting rental income under rent control, you are limiting an owner's ability to conduct repairs and maintenance. Median rents in Milpitas have seen modest growth over the past 5 years at 4.75% annually, according to the US Census Bureau. There is no evidence that rent control is needed.

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As a housing provider, I take the responsibility of providing my tenants with a safe, clean and desirable place to live very seriously. At the same time, we need to focus our energy on providing more affordable housing supply not adding unnecessary burdens on property owners.

Thank you for your consideration.

Sincerely,
Carlos Padilla

"Reminder: email is not secure or confidential. Intero Real Estate Services will never request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers, by email. If you receive an email message concerning any transaction involving Intero Real Estate Services and the email requests that you send funds or provide nonpublic personal information, do not respond to the email and immediately contact Intero Real Estate Services. To notify Intero Real Estate Services of suspected email fraud, contact: fraudalert@intero.com."

Mary Lavelle

From: Rob Means <rob.means@electric-bikes.com>
Sent: Friday, March 29, 2019 10:50 AM
To: Anthony Phan; Rich Tran; Bob Nuñez; Karina Dominguez; Carmen Montano
Cc: Mary Lavelle; Sharon Goei
Subject: public input for Item #8 on Council's 4/2 Agenda: Receive Staff Report on Tenant Protection Task Force and Provide Direction
Attachments: letter-council-housing-2019.jpg

Mayor and Council Members,

See attached and below.

City Clerk's Office
MAR 29 2019
RECEIVED

MAR 29 2019

RECEIVED

Date March 28

Dear Milpitas Mayor and Councilmembers,

I support RENTERS RIGHTS:

- Rent control: no rent increases higher than the cost of living
- End unfair evictions for no cause and no reason
- Stop displacement of tenants and save rent controlled apartments
- Set up a rent registry to make landlords obey the law
- Stop discrimination against Section 8

Name Robert Means (Robert Means)Address 1421 Yellowstone AveCity & Zip Code Milpitas, CA 95035

Given that job growth over the past 10 years has increased over 25%, and housing stock has not kept up – resulting in lots of supply/demand imbalance problems – we need to act quickly and boldly. Since corporations are both the cause and the primary beneficiaries of that growth while the externalized costs fall mainly on residents, we must also seek solutions that require corporations to pay their fair share.

In addition to the above bullet points, we need to address the growing foreign ownership of local properties and the problems attendant to that absentee landlordism. Our housing stock is not just a piggy bank for foreign investors seeking to diversify (or hide) their investments. Put a heavy annual tax on foreign ownership, and we are likely to see a short-term surge in available housing.

Let's at least ~~quantify~~ quantify it so we know how big a problem we have.

APR 01 2019

RECEIVED**Mary Lavelle**

From: Bruce <BRueppel@aol.com>
Sent: Sunday, March 31, 2019 6:34 PM
To: Karina Dominguez; Carmen Montano; Anthony Phan; Bob Nuñez
Cc: Mary Lavelle
Subject: Reasonable Tenant Protections - Please say No to Rent Control

Dear Members of the City Council,

As a property owner in the City of Milpitas, I want to state my full support for proven and reasonable tenant protections. I would like to see Milpitas offer the kind of services to tenants that will yield a meaningful impact on them without any negative consequences to the City.

As I read the report issued by the Tenant Protection Task Force, I saw suggestions like mediation, a right to lease and education as meaningful programs that can offer tenants the type of services they need. However, I was deeply concerned that rent control and just cause controls are being suggested. These policies have been rejected in many of your neighboring cities and recently the voters across the State of California rejected price controls on housing.

I ask that you reject any call for rent control in Milpitas. Rent Control will deter future developments and it will degrade our existing housing stock. As our housing stock ages, it will require additional maintenance and care to ensure that Milpitas residents can reside in quality housing. By limiting rental income under rent control, you are limiting an owner's ability to conduct repairs and maintenance. Median rents in Milpitas have seen modest growth over the past 5 years at 4.75% annually, according to the US Census Bureau. There is no evidence that rent control is needed.

I also ask that you reject any call for a "just cause" eviction law. Under this policy, rental owners must prove in court, or before a political body, the reasons for removing a problem resident. Because the legal process is costly and very time-consuming, bad tenants stay put longer, which is unfair to their law-abiding neighbors. Knowing that their ability to evict is limited, many landlords may reject applicants with an imperfect rental history. And these applicants are often those in the greatest need of housing.

As a housing provider, I take the responsibility of providing my tenants with a safe, clean and desirable place to live very seriously. At the same time, we need to focus our energy on providing more affordable housing supply not adding unnecessary burdens on property owners.

Thank you for your consideration.

Sincerely,

Bruce

Bruce Rueppel
650-235-6768

Mary Lavelle

City Clerk's Office

From: Roberta Moore <rmoore@apr.com>
Sent: Monday, April 01, 2019 2:23 PM
To: Mary Lavelle
Cc: Anil Babbar; BAHN Org
Subject: Protect your renters: Vote no Rent Control & Just Cause Eviction. April 2nd. Here's why

APR 01 2019

RECEIVED

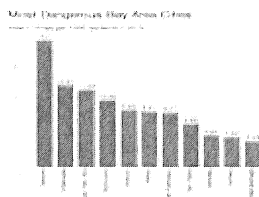
Dear Mary,

#1 Rent control reduces the quantity and quality of affordable housing. (93% economists -even most liberal) agree oaths.) For example, since changing San Jose change it's rent control policy, rent-controlled apartment rents have skyrocketed (from \$1,360 to over \$2,000) whereas before rents were stable for many years. Source: Survey 464 Economists, American Economic Review, May 1992

#2 Cities with Just Cause Eviction are the most dangerous in California and have as much as four times the amount of violent crimes as other cities. This is because just cause eviction provides a safe haven for dangerous criminals. What most people don't understand is that dangerous criminals are the people most protected by just cause eviction. Landlords are the first line of defense for renters who want a safe place to live and go to the landlords when there is a problem. When tenants are asked to call the police, they won't for fear of retribution. Their comments are always, "snitches get stitches or worse." Many of us have first hand experience with this. If you don't believe this, look at the data:

- 8 of the most Dangerous bay area cities have a Just Cause Ordinance:

- Oakland
- East Palo Alto
- Richmond
- San Francisco
- Berkeley



Source: FBI Violent Crimes per 1,000 Residents 2013 via SF Gate Blog

Note: This was before San Jose enacted their Just Cause Eviction policies.

Threatened tenants is a real problem because of drug trafficking in California. Refer to the Office of Attorney General's report on Transnational Criminal Organizations to understand better who is being protected with Just Cause Eviction: [Source: www.oag.ca.gov/transnational-organized-crime](http://www.oag.ca.gov/transnational-organized-crime)

If you have questions, feel free to call me.

Regards.

Roberta Moore
Broker Associate . President's Club
BRE #00791365
Cell: 408.425.5611



Advancing Justice
Housing | Health | Children & Youth

City Clerk's Office
APR 01 2019
RECEIVED

Mayor Rich Tran and Milpitas City Council
Milpitas City Hall
455 E. Calaveras Boulevard
Milpitas, CA 95035

April 1, 2019

**Re: Milpitas Tenant Protections, Agenda Item 8
Milpitas City Council Meeting, April 2, 2019**

Dear Mayor, Vice Mayor, and City Council:

At the Law Foundation of Silicon Valley, we fight daily to ensure that the growth and prosperity of Silicon Valley can be enjoyed by all. Part of our work to ensure that everyone can enjoy the opportunity created in our thriving region is advocating to prevent displacement, including through protecting tenants. It is with this anti-displacement orientation that we participated in the Tenant Protection Task Force and that we urge you to adopt tenant protections now.

Displacement and the need for tenant protections

Milpitas is not immune to the displacement pressures caused by our statewide housing crisis. As noted in the Tenant Values Statement, nearly half (about 48%) of all renters in the city are considered "rent burdened," meaning they paid more than 30 percent of their incomes toward rent in 2017. Households that are rent burdened have less money to spend on necessities such as food, utilities, clothing, medications, and transportation, and may be pressured to crowd into living spaces with other households.

Displacement pressures have serious and long-lasting mental and physical health impacts for children and adults. Unaffordable rent and the lack of tenant protections have led to an increase in families living in precarious and unsafe housing situations ranging from living in cars, RVs, and back yard sheds to families staying in homeless shelters and motels to families crowding into shared units.

In fact, Milpitas Unified School District has seen an increase in homeless students in recent years. The mental and physical health impacts of displacement on school-aged children are felt throughout MUSD schools. Students frequently miss school because they want to be with their parents to protect them from landlord harassment, or students leave school due to illnesses from related stress (stomach aches, headaches, anxiety/panic attacks & depression).

When students miss school, they fall behind academically, and the District loses ADA funding. Ultimately, this loss of funding results in lower quality of education for all MUSD students.

Proposed Tenant Protection Ordinance

The first ordinance we propose for the protection of Milpitas tenants is a Tenant Protection Ordinance, which would include both rent control and just cause for evictions. We worked closely with members of the Milpitas community and other tenant advocates on the Task Force in crafting meaningful protections that would work for Milpitas. These proposals are already in effect in some form in nearby jurisdictions, and they have been consistently upheld in the face of legal challenges.

Rent Control

Within the Tenant Protection Ordinance, we propose restricting increases in rent to only once per year. Currently, where tenants are renting month-to-month, landlords are free to increase rent as many times within a year as they wish, so long as they provide sufficient advance, written notice. Tenant stability is greatly enhanced by limiting rent increases to once each year, especially given that many people do not receive wage increases more than once a year, if at all.

We additionally propose limiting rent increases to the increase in the Consumer Price Index for our region, provided that the increase is not less than two percent and not more than five percent. This would connect the increase in rental prices to the changes in the cost of living rather than allowing the arbitrary and excessive increases that we are currently seeing in Milpitas, which can be as much as \$300, \$800, or \$1000 per month or more.

Because of California's Costa-Hawkins Rental Housing Act, no matter the controls that the City of Milpitas enacts, (1) landlords will retain the right to raise the rent to market rate on a unit once a tenant moves out; (2) no rent control will be imposed on units constructed after February 1995; and (3) single-family homes and condos will remain exempt from rent control restrictions. Council should remain confident that development will continue on its strong course given that rent control cannot impact new residential units. However, for those thousands of households living in covered units, rent control would allow them a modicum of predictability and stability, enabling them to keep their family sheltered.

This is the goal of rent control — to ensure that families can remain housed through modest regulation. The intent of rent control is not to be punitive to landlords. In fact, the California Constitution requires that there is a method for landlords to petition to increase rents beyond the limits so they can retrieve a “just and reasonable” rate of return on their property. (*Birkenfeld v. City of Berkeley*, 17 Cal.3d 129, 167-174 (1976).) The ordinance we have proposed includes such a method, allowing landlords to petition the city where they need to charge more than the CPI increase limit.

Without local rent control, landlords are free to increase rent as much as they believe they can charge, without limit, as long as they provide sufficient advance notice. Our hope in

proposing rent control is that tenant stability is greatly enhanced, so that tenants can reasonably predict and adjust to increases so they may remain housed in this community.

Just Cause

Also within the Tenant Protection Ordinance, we propose limiting evictions to those where a landlord can provide a legally justifiable reason for forcing a family out of their home. Currently, where a tenant household rents month-to-month, landlords are permitted to issue “no-cause” notices where all that is necessary to evict is sufficient advance notice of termination. These 30- or 60-day notices without cause can be for any non-discriminatory reason or for no reason at all, and they provide no authentic opportunity for tenant households to find new places to live in such a tight housing market.

The Tenant Protection Ordinance that we have proposed includes the following eight rationales for evicting a household: (1) failure to pay rent; (2) material breach of lease; (3) nuisance; (4) failure to give access; (5) necessary and substantial repairs requiring temporary vacancy; (6) owner move-in; (7) withdrawal of the unit permanently from the rental market; and (8) demolition. These rationales give landlords all the power they need in order to maintain their investment, their property, and safety for other tenants. Where tenants fail to pay rent, landlords are absolutely still free to evict under these rules. Where landlords face tenants who break the rules or who violate the law, they are still free to evict under these rules. Where landlords seek to go out of the rental business, as is their right under the state’s Ellis Act, they are free to do so under these rules.

The only aim of these rules is to ensure that tenants can remain stably housed, especially where they are doing everything as they are supposed to. Landlords’ power to lease and control their real property is not impacted by these rules — they simply provide tenants greater predictability and some defense to a wrongful eviction. It is our strong belief and understanding from similarly situated jurisdictions that such rules increase family stability and empower tenants to work with their landlords instead of living in constant fear of eviction at the hands of their landlords.

Proposed Source of Income Discrimination Ordinance

The second ordinance we propose for the protection of tenants is a Source of Income Discrimination Ordinance. The aim of this ordinance is to ensure a fair opportunity for people with housing subsidies to find and secure housing. The Housing Choice Voucher (HCV) program can enable low-income families with children to move to areas with safe neighborhoods and high-quality schools, areas like Milpitas.

Many housing subsidies, such as those through the Section 8 program, require qualifying tenants to find a housing unit where a landlord will accept the subsidy. The unit is inspected by the Housing Authority to ensure that it complies with basic standards of habitability, and the Housing Authority executes an eight-page contract directly with the landlord for rent payments. Once the family moves in to the unit, they must pay 32 percent of their monthly income directly to the landlord, and the Housing Authority uses federal housing funds to

pay the remainder of the monthly rent charge directly to the landlord, up to market rate. Housing Choice Vouchers thus increase opportunity for the families using them by expanding their housing options to include market rate units. This allows for integration of neighborhoods and avoids concentration of poverty.

The problem, however, is that landlords are currently free to discriminate against voucher holders, leaving voucher holders with fewer housing options and leaving thousands of dollars that could house people unused in our community. California's Fair Employment and Housing Act currently prohibits discrimination based on source of income; however, courts have interpreted that rental subsidies are not income to voucher holders. Subsidy payments are issued directly to the landlord, and courts have said that because they are not income issued to a tenant, discrimination against voucher holders does not constitute source of income discrimination.

In response, multiple jurisdictions have implemented local source of income discrimination ordinances that include prohibiting discrimination based on housing subsidy. These local ordinances have been legally upheld in providing greater protections than those enshrined in state law. These local ordinances have also resulted in greater voucher utilization, with the number of unused vouchers in implementing jurisdictions decreasing an average of 20 percent.

Lastly, part of our hope in presenting this ordinance is to provide back-up protections for the residents of Sunnyhills Apartments. The subsidized units are protected for now, but the HUD contract may expire in the coming years, forcing those tenants to find a new place to live. Those tenants will likely be issued Section 8 vouchers to try to find a new home in the community. Adopting a source of income discrimination ordinance now will expand opportunity for them in the future, making their housing searches much easier.

Our Disagreement with Landlords' Ineffective Proposals

As tenant advocates, we disagreed with the landlord representatives' proposals of a one-year lease requirement and a landlord-tenant mediation program because neither provides genuine, enforceable protections. We have seen in other jurisdictions that one-year lease requirements are not effective in promoting stability because they are so rarely enforced. Moreover, one-year lease requirements are not helpful where landlords are still free to price families out by raising rents without limit following expiration of a lease. Landlord-tenant mediation programs do not afford tenants any improved protections because they do nothing to improve the significant power inequity between landlords and tenants where one party has the power to price out or evict the other without limit.

The ordinances we have proposed address this differential power dynamic by imposing some reasonable limits on landlords' power to raise rents and/or evict. In so doing, they empower tenants to speak up and speak out without fear of retribution.

Adopt these Ordinances Now

These two ordinances directly address root causes of the housing crisis in Milpitas. This is a unique opportunity for Milpitas to move forward with strong tenant protections *now* and ensure stability for the community for years to come. We attached the two ordinances to the Tenant Representatives' Values Statement, submitted February 25, 2019, but they were not included in the staff report. I have attached them to this letter as well, with the Tenant Protection Ordinance (rent control and just cause) as Attachment A and the Source of Income Discrimination Ordinance (prohibiting differential treatment of people with housing subsidies) as Attachment B. We urge you to adopt these ordinances now. The topics have already been debated within the Task Force, and we cannot allow the status quo of unchecked rent increases and evictions to continue.

Importantly, we urge you to adopt an urgency ordinance including these tenant protections. In other jurisdictions, we have seen dramatic rent increases and evictions in the intervening period between the consideration of tenant protections and the point they actually take effect because landlords act to avoid the impact of these protections. That is why an urgency ordinance, which would take immediate effect upon approval by 4/5 of City Council, is so necessary to keep people housed.

Thank you for your attention and consideration. I welcome the opportunity to discuss the Law Foundation's letter with Council Members. I may be reached at 408-280-2423 or matthew.warren@lawfoundation.org.

Sincerely,

A handwritten signature in dark ink, appearing to read "Matthew Warren", with a stylized, flowing script.

Matthew Warren
Senior Attorney

ATTACHMENT A

MILPITAS TENANT PROTECTION ORDINANCE

In light of rapidly rising rents in the City of Milpitas, the City Council hereby adopts this ordinance to protect residents from exorbitant rent increases and promote neighborhood stabilization.

I. FINDINGS AND PURPOSE

- A. Whereas, there is a shortage of affordable housing in the City of Milpitas.
- B. Whereas, in Milpitas, the average rental cost of a two-bedroom, one-bathroom apartment increased by 6.06 percent between 2017 and 2018. The current cost of a two-bedroom, one-bathroom apartment is \$2,997.
- C. Whereas, 48 percent of renters in Milpitas are cost-burdened and pay 30 percent or more of their income on housing. Low-income households are even more likely to be rent burdened with 27 percent of Hispanic households pay more than 50 percent of their income towards rent.
- D. Whereas, according to research by the Urban Displacement Project at the University of California, Berkeley, Santa Clara County and parts of Milpitas are at high risk of exclusion and gentrification.
- E. Whereas, tenants displaced as a result of their inability to pay increased rents must relocate; but as a result of housing shortages are unable to find decent, safe and sanitary housing at affordable rent levels. Aware of the difficulty in finding decent, housing, some tenants attempt to pay requested rent increases, but, as a consequence, must expend less on other necessities of life. This situation has a detrimental effect on substantial numbers of renters in the City, creating particular hardship for senior citizens, persons on fixed incomes and other vulnerable tenants often requiring these tenants to choose between paying rent and providing food and other basic necessities for their family.
- F. Whereas, housing insecurity and excessive rent increases could result in homelessness and displacement of low-income families.
- G. Whereas, the City does not currently regulate rental amounts, rent increases or evictions from residential rental housing.
- H. Whereas, rent stabilization and just cause eviction have been adopted in a dozen jurisdictions in California and has long been upheld as constitutional by the California Supreme Court.
- I. The City of Milpitas enacts this ordinance is to promote neighborhood stability, healthy housing, and affordability for renters in the City of Milpitas by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring landlords a fair return on their investment.

II. DEFINITIONS

A. Unless further defined elsewhere in this Article, the following words or phrases as used in this Article shall have the following meanings:

B. **Annual General Adjustment.** The Annual General Adjustment is the percentage by which the Rent for existing tenancies in Covered Rental Units may be increased each year, subject to the limitations of this Article.

C. **Base Rent.** The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with this Article.

1) Tenancies commencing on or before November 8, 2018. The Base Rent for tenancies that commenced on or before shall be the Rent in effect on the date the Ordinance is enacted.

2) Tenancies commencing after November 8, 2018. The Base Rent for tenancies that commenced after November 8, 2018 shall be the initial rental rate charged upon initial occupancy, provided that amount is not a violation of this Article or any provision of state law. The term "initial rental rate" means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy.

D. **Covered Rental Units.** All Rental Units not specifically exempted by this Article.

E. **City Council.** The term "City Council" refers to the City Council of the City of Milpitas.

F. **Disabled.** The term "Disabled" is defined in Govt. Code Section 12955.3.

G. **Hearing Officer.** An official appointed by the Housing Department to conduct an investigation or administrative hearing pursuant to this Article.

H. **Housing Department.** The term "Housing Department" refer to the Milpitas Housing Department.

I. **Housing Director.** The term "Housing Director" refers to the current City of Milpitas "Director of Building and Housing."

J. **Housing Services.** Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

K. **Individual Rent Adjustment.** An adjustment to the otherwise lawful Rent authorized by a Hearing Officer pursuant to this Article.

L. **Landlord.** An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, or successor of any of the foregoing.

M. **Petition.** A petition for Individual Rent Adjustment pursuant to this Article.

N. **Property.** All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

O. **Recognized Tenant Organization.** Any group of Tenants residing in Rental Units in the same building or in different buildings operated by the same management company, agent or Landlord, who choose to be so designated. This shall also include any other at-large organization that represents the interest of Tenants.

P. **Relocation Assistance.** A relocation payment and the right of first refusal to reoccupy a rental unit.

Q. **Relocation Payment.**

- 1) The Housing Department will create an annual schedule that indicates amounts for relocation payments that must be paid according to the provision of this ordinance. A relocation payment shall be separate from any security deposit the landlord must refund. This relocation payment schedule as determined by the Housing Department must factor:
 - a. An amount equal to an average of three month's fair market rent for the equivalent size of the tenant's actual unit.
 - b. An amount for Moving Costs;
 - c. An amount equivalent to an average Security Deposit for a unit of similar size to the tenants;
 - d. For any tenants who are elderly or disabled, an additional payment to cover additional costs that may be incurred by the tenant.
- 2) In addition to the relocation payment required above, if a tenant is required to vacate a unit with less than thirty days' notice because it is unsafe, the landlord must also include the immediate payment of one additional month's rent for a unit of comparable size or the provision of alternative, safe, legal housing for thirty days after the tenant vacates whichever the tenant prefers.

R. **Rent.** All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.

S. **Rental Housing Agreement.** An agreement, oral, written, or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

T. **Rental Unit.** Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the Tenant. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29 if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

U. **Single-Family Home.** A detached building containing a single residential dwelling unit separately alienable from any other dwelling unit.

V. **Tenant.** A Tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement or this Article to the use or occupancy of any Rental Unit.

W. **Utility Charges.** Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of a Rental Unit.

III. RENT INCREASES

A. No landlord shall increase rent by more than the allowable increase, as defined below, per year of tenancy.

- 1) The allowable increase percentage shall be determined in July of each year commencing on September 1, and shall be calculated as follows:
 - 1) 100% of the change in the Consumer Price Index for the San Francisco-Oakland-Hayward, CA area of California ("CPI") for the prior year, no less than 2% and no greater than 5% annually. The City shall publish the allowable increase percentage each year.
- 2) Allowable Rent increases pursuant to the Ordinance shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law, with at least thirty (30) days' advance written notice, ninety (90) days if the tenant has resided in the unit for more than one year.
- 3) The following are exempt from the rent increase limitations of this Ordinance:
 - a) Government owned housing units;
 - b) Government subsidized housing units where the rent is controlled by federal, state, or local laws or regulation, for as long as the governmental regulation applies;
 - c) Transient and hotel occupancy as defined in Civil Code Section 1940(b).
 - d) Single family homes, condominiums, and homes constructed on or after 1995 to the extent that regulation of rents is prohibited by the Costa Hawkins Rental Housing Act. If Costa Hawkins is repealed these housing units would be subject to this Ordinance.
- 4) Pursuant to state law, this Ordinance does not regulate the initial rent at which a unit is offered, unless such regulation is permitted by a repeal of the Costa Hawkins Rental Housing Act or any other change in state law, in which case the rent increase limits shall apply.
- 5) No Rent increase shall be effective if the Landlord:
 - 1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Housing Department; or

- 2) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10; or
- 3) Has failed to make repairs ordered by a Hearing Officer, the Housing Department, or the City.

IV. EVICCTIONS

A. No landlord shall serve a notice to terminate tenancy (however denominated), file an unlawful detainer or otherwise evict a tenant unless the landlord has good cause for eviction. Grounds for eviction must be set forth in the notice to terminate tenancy. The following are the only permissible grounds for eviction under this ordinance:

- 1) **Failure to pay rent:** The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law.
- 2) **Material Breach of Lease:** Substantial breach of a material term of the rental agreement, other than the obligation to surrender possession on proper notice as required by law.
 - 1) **Protections for Families.** Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother, or sister, or the spouse or domestic partner (as defined in California Family Code Section 297) or other non-married partner of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code 17922. The Housing Department may promulgate regulations that will further protect families and promote stability for school-aged children.
- 3) **Nuisance:** Nuisance, waste or illegal conduct that substantially interferes with the health, safety, or quiet enjoyment of the landlord or neighbors
- 4) **Failure to Give Access.** The Tenant has continued to refuse, after the Landlord has served the Tenant with a Written Notice to Cease and without good cause, to grant the Landlord reasonable access to the Rental Unit as required by state or local law. A landlord must make a showing that the tenant acted in bad faith to proceed with an eviction for a tenant's failure to grant access to a unit.
- 5) **Necessary and Substantial Repairs Requiring Temporary Vacancy.** The Landlord, after having obtained all necessary permits from the City, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to undertake substantial repairs that are necessary to bring the

Rental Unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building, provided that:

- 1) The repairs necessitate that the Tenant vacate the Rental Unit because the work will render the rental unit uninhabitable for a period of not less than thirty (30) days;
 - 2) The Landlord gives advance notice to the Tenant of the Tenant's right to elect between:
 - a) The right of first refusal to any comparable vacant Rental Unit owned by the Landlord at the same Rent, if such comparable vacant unit exists; or
 - b) The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit.
- 6) **Owner Move-In.** The Landlord seeks, after providing written notice to the Tenant pursuant to state law, to recover possession of the Rental Unit in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, domestic partner, children, parents or grandparents.
- 1) As used in this Subsection "Landlord," shall only include a Landlord that is a natural person and has at least a fifty percent (50%) recorded ownership interest in the Property.
 - 2) No eviction may take place under this Subsection if the same Landlord or enumerated relative already occupies a unit on the Property, or if a vacancy already exists on the Property.
 - 3) Any notice terminating tenancy pursuant to this Subsection shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.
 - 4) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months. The Housing Department may adopt regulations governing the determination of good faith, including, but not limited to, requiring a signed declaration of in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, domestic partner, children, parents or grandparent.
 - 5) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates, the Landlord shall:
 - a) Offer the Rental Unit to the Tenant who vacated it at the same Rent in effect when the Tenant vacated; and
 - b) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit.

- 6) Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least five (5) years and is either at least sixty-two (62) years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. Notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption herein if the Landlord or enumerated relative who will occupy the Rental Unit also meets the criteria for this exemption and no other units are available.
- 7) **Withdrawal of the Unit Permanently from Rental Market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire Property from the rental market. The Landlord first must have filed the requisite documents with the Housing Department initiating the procedure for withdrawing Rental Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Housing Department, with the intention of completing the withdrawal process and going out of the rental business. Tenants shall be entitled to a minimum of 120-day notice or one (1) year in the case Tenants are defined as senior or Disabled under Government Code Section 12955.3. Notice times may be increased by regulations if state law allows for additional time.
- 8) **Demolition.** The Landlord, having obtained all necessary permits from the City, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to recover possession of the Rental Unit to remove the Rental Unit permanently from rental housing use through demolition.

B. **Filing Termination Notices with Housing Department.** The Landlord shall file with the Housing Department a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

C. **Failure to comply.** A Landlord's failure to comply with any requirement of this Article, including without limitation the failure to serve any of the required notices on the Housing Department pursuant to Subsection (g) herein, is a complete affirmative defense in an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit.

V. **RELOCATION PAYMENTS.**

A. A landlord seeking to recover possession under causes 5-8 above shall make relocation payments to each tenant provided to the tenant at the time service of the notice to quit.

B. In addition, each tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment along with supporting evidence. This amount shall be included in the schedule promulgated annually by the Housing Department.

C. The landlord shall notify then tenants of their rights under this section at the time of service of the notice to quit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Housing Department of the claim for additional relocation assistance and whether or not the landlord disputes the claim.

VI. ADMINISTRATION

A. The Milpitas Housing Department will administer this Ordinance, which shall include the following powers and duties:

- 1) Set Rents at fair and equitable levels to achieve the purposes of this Article and determine and publicize the Annual General Adjustment pursuant to this Article. Notwithstanding any other provision of this Article, the Board shall have the authority to adopt regulations authorizing Rent increases and/or adjustments required by state or federal law.
- 2) Adopt rules and regulations for administration and enforcement of this Ordinance.
- 3) Appoint Hearing Officers to conduct hearings on Petitions for Individual Rent Adjustment pursuant to this Article.
- 4) Administer oaths and affirmations and subpoena witnesses and relevant documents.
- 5) Administer the withdrawal process for the removal of Rental Units from the rental housing market pursuant to Subsection 1705(a)(8) herein.
- 6) Hold public hearings.
- 7) Conduct studies, surveys, investigations, and hearings, and obtain information to further the purposes of this Article.
- 8) Report periodically to the City Council on the status of Covered Rental Units.
- 9) Publicize through reasonable and appropriate means the provisions of this Article, including without limitation the rights and responsibilities of Landlords and Tenants.
- 10) Establish a schedule of penalties that may be imposed for noncompliance with this Article or with rules and regulations promulgated under this Article.
- 11) Pursue civil remedies as provided by this Article in courts of appropriate jurisdiction, subject to City Council approval.
- 12) Any other duties necessary to administer and enforce this Article.

B. A landlord must register with the Housing Department on an annual basis.

- 1) **Rental Housing Fee.** All Landlords shall pay a Rental Housing Fee on an annual basis. The City Council shall approve the amount of the Rental Housing Fee, as determined by the Housing Department. The amount of the Rental Housing Fee may differ between Rental Units subject to the entirety of this Article and those that are Partially Exempt. The Housing Department may request, and the City Council may adjust the amount of the Rental Housing

Fee at its discretion to ensure full funding of its reasonable and necessary expenses, in accordance with all applicable law.

- 2) **City to Advance Initial Funds.** During the initial implementation of this Article, the City Council shall advance all necessary funds to ensure the effective implementation of this Article, until the Housing Department has collected Rental Housing Fees sufficient to support the implementation of this Article.

VII. PETITIONS FOR INDIVIDUAL RENT ADJUSTMENT--BASES

A. A Landlord or a Tenant may file a Petition with the Housing Department seeking adjustment, either upward or downward, of the Rent for any given tenancy in accordance with the standards set forth in this Section. A Petition shall be on a form provided by the Housing Department and, if made by the Landlord, shall include a declaration by the Landlord that the Rental Unit complies with all requirements of this Article.

B. Petition for Upward Adjustment—Fair Rate of Return: To effectuate the purposes of this Article and the requirements of law, a Landlord may file a Petition for an upward adjustment of the Rent to ensure a fair and reasonable rate of return. The Housing Department shall promulgate regulations to further govern Petitions filed pursuant to this Subsection in accordance with law and the purposes of this Article.

- 1) Prerequisites. No upward adjustment of Rent shall be authorized by a Hearing Officer or the Housing Department under this Subsection if the Landlord:
 - a) Has continued to fail to comply, after order of the Housing Department, Code Enforcement, or other authority, with any provisions of this Article or orders or regulations issued thereunder; or
 - b) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10.
- 2) Fair Rate of Return – Factors. In making any upward adjustment to the Rent based upon a Landlord’s Petition to ensure a fair rate of return, the Hearing Officer or Housing Department shall consider relevant factors, including but not limited to, the following:
 - a) Increases or decreases in property taxes;
 - b) Unavoidable increases or any decreases in maintenance and operating expenses;
 - c) The cost of planned or completed capital improvements to the Rental Unit (as distinguished from ordinary repair, replacement, and maintenance), but only where such capital improvements are necessary to bring the Property into compliance or maintain compliance with applicable local codes affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvements;

- d) Increases or decreases in the number of tenants occupying the Rental Unit, living space, furniture, furnishings, equipment, or other Housing Services provided, or occupancy rules;
 - e) Substantial deterioration of the Rental Unit other than as a result of normal wear and tear;
 - f) Failure on the part of the Landlord to provide adequate Housing Services, or to comply substantially with applicable state rental housing laws, local housing codes, health and safety codes, or the Rental Housing Agreement; and
 - g) The pattern of recent Rent increases or decreases in the Rental Unit during the occupancy of the current Tenant.
- 3) Fair Rate of Return – Factors Excluded. In making any upward adjustment to the Rent based upon a Landlord’s Petition to ensure a fair rate of return, the Hearing Officer or Housing Department shall not consider the following factors as justifying an upward adjustment:
- a) Costs of debt servicing (including but not limited to principal, interest, and fees) for any debt obtained after September 16, 2016, other than debt incurred to finance the cost of improvements;
 - b) Any penalties, fees, or interest assessed or awarded for violation of this or any other law with respect to the Rental Unit;
 - c) The costs of capital improvements that are not necessary to bring the property into compliance or maintain compliance with applicable local codes affecting health and safety;
 - d) Cost increases, capital improvements, banked Annual General Adjustments, or other circumstances that arose before the current tenancy began; and
 - e) Income taxes.

C. **Effective Date of Individual Rent Adjustment.** Rent increases authorized pursuant to this Subsection shall become effective only after the Landlord provides the Tenant written notice of such Rent increase pursuant to state law.

D. **Petition for Downward Adjustment—** A Tenant may file a Petition with the Housing Department to Adjust the Rent Downward for the following provisions:

- 1) Failure to Maintain Habitable Premises: Failure to maintain a Rental Unit in compliance with governing health and safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10, constitutes an increase in Rent. A Tenant may file a Petition with the Housing Department to adjust the Rent downward based on a loss in rental value attributable to the Landlord’s failure to maintain the Rental Unit in habitable condition.
 - a) A Tenant Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the failure to maintain the Rental Unit in habitable condition and

demonstrate that the Landlord was provided with reasonable notice and opportunity to correct the conditions that form the basis for the Petition.

- 2) **Petition for Downward Adjustment—Decrease in Housing Services or Maintenance.** A decrease in Housing Services or maintenance, or deterioration of the Rental Unit beyond ordinary wear and tear, without a corresponding reduction in Rent, is considered an increase in Rent. A Tenant may file a Petition to adjust the Rent downward based on a loss in rental value attributable to a decrease in Housing Services or maintenance or deterioration of the Rental Unit. The Petition must specify the circumstances allege to constitute a decrease in Housing Services or maintenance, and demonstrate that the Landlord was provided with reasonable notice and an opportunity to correct.
- 3) **Petition for Downward Adjustment—Unlawful Rent:** If a Landlord demands or retains Rent in excess of the lawful Rent pursuant to this Article, a Tenant may file a Petition to adjust the Rent to its lawful level.

E. The Housing Department shall promulgate regulations regarding procedures for Petitions filed under this Article. Petitions shall be governed by such regulations and by the provisions of this Section.

- 1) **Hearing Officer.** A Hearing Officer appointed by the Housing Department shall conduct a hearing to act upon the Petition and shall have the power to administer oaths and affirmations, and to render a final decision on the merits of the Petition, subject to the provisions of this Article.
- 2) **Notice.** The Housing Department shall notify the Landlord, if the Petition was filed by the Tenant, or the Tenant, if the Petition was filed by the Landlord, of the receipt of such a Petition and provide a copy thereof.
- 3) **Time of Hearing.** Each party to a Petition shall receive sufficient advance notice of the bases, theories, and relevant documents to be presented by the other party(ies), and of the time, date, and place of any hearing regarding the Petition.
- 4) **Developing the Record.** The Hearing Officer may require either party to a Petition to provide any books, records, and papers deemed pertinent. If the Hearing Officer finds good cause to believe that a building or other inspection would assist in resolving the issues raised by the Petition, the Hearing Officer may conduct an inspection and/or request the City to conduct an inspection. The Tenant may request the Hearing Officer to order such an inspection prior to the date of the hearing. All documents required under this Subsection shall be made available to the parties involved prior to the hearing.
- 5) **Open Hearings.** All hearings conducted pursuant to this Section shall be open to the public.
- 6) **Right of Assistance.** All parties to a hearing conducted pursuant to this Section may have assistance in presenting evidence and developing their

position from attorneys, legal workers, Recognized Tenant Organization representatives, or any other persons designated by said parties.

- 7) **Hearing Record.** The Housing Department shall make available for inspection and copying any official record that shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the reasonable cost of copying. All hearings shall be audio or video recorded, as ordered by the Hearing Officer, and any party to the Petition may receive a copy of the recording upon payment of a reasonable cost.
- 8) **Quantum of Proof and Notice of Decision.** No Petition for Individual Rent Adjustment, whether upward or downward, shall be granted unless supported by the preponderance of the evidence submitted prior to and at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall also be notified of their right to appeal to the Housing Department and/or to judicial review.

F. **Appeal.** Any person aggrieved by the decision of the Hearing Officer may appeal to the full Housing Director for review. On appeal, the Housing Director shall affirm, reverse, or modify the decision of the Hearing Officer. The decision on appeal shall be based on the hearing record, and the Housing Director shall neither hear nor find facts in addition to those presented to the Hearing Officer.

G. **Finality of Decision.** The decision of the Hearing Officer shall be the final decision, unless an aggrieved party has timely sought an appeal to the Housing Director. The decision of the Housing Director on appeal shall be final unless an aggrieved party has timely sought judicial review pursuant to law.

H. **Time for Decision.** A final decision on any Petition shall be made within a reasonable time. Decisions decreasing Rent shall remain in effect until the Landlord has corrected the defect warranting the decrease. The Board shall, by regulation, establish procedures for making prompt compliance determinations.

I. **Right to Fair Return Guaranteed.** No provision of this Article shall be applied so as to prohibit the Board from granting an Individual Rent Adjustment that is demonstrated by the Landlord to be necessary to provide the Landlord with a fair rate of return.

VIII. LANDLORD NONCOMPLIANCE & ENFORCEMENT

A. **Defense to Eviction.** Landlords must establish compliance with this Ordinance in any action to recover possession of a rental unit. Violation of this Ordinance shall be a complete defense to eviction.

B. **Private Right of Action.** Whenever a landlord endeavors to recover possession or recovers possession of a rental unit in violation of this Ordinance, charges a tenant a rent which exceeds the limitations set forth in this Ordinance, retaliates against a tenant for the exercise of any rights under this Ordinance, or attempts to prevent a tenant from acquiring any rights herein, the tenant or City may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, (including damages for mental or emotional distress), and

whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the limitations of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

C. **Retaliation.** No landlord may cause a tenant to quit involuntarily or threaten to bring any action to recover possession, or decrease any services, or increase the rent, or take any other action where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under the law. Such retaliation shall be a defense to any action to recover possession. In an action to recover possession of a rental unit, proof of the exercise by the tenant of rights under the law within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory.

D. **Nonexclusive Remedy.** The rights and remedies provided by this Ordinance are in addition to any rights available to the tenant under contract, statutory, or case law.

E. **Misdemeanor.** It shall be unlawful for a landlord or for any person who willfully assists a landlord to recover possession of a rental unit unless, prior to recovery of possession of the unit the landlord satisfies all requirements for recovery of the unit under this Ordinance. It shall further be unlawful for a landlord to charge any rent which exceeds the limitations of this chapter. Any person who endeavors to recover possession or charges excessive rents in violation of this Ordinance shall be guilty of a misdemeanor.

IX. SEVERABILITY.

A. If any provision of clause of this Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions, and clauses of this chapter are declared to be severable.

X. NON-WAIVER

A. Any waiver by a tenant of rights under this Ordinance shall be void as contrary to public policy.

ATTACHMENT B

MILPITAS SOURCE OF INCOME DISCRIMINATION ORDINANCE

In light of the severe housing crisis throughout Santa Clara County, the City Council of the City of Milpitas hereby adopts this ordinance to ensure that all persons with the ability to pay for housing are considered for housing, regardless of whether they receive a housing subsidy or housing assistance for any kind.

1. FINDINGS AND PURPOSE

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- B) Whereas, in Milpitas, the average rental cost of a two-bedroom, one-bathroom apartment increased by 6.06 percent between 2017 and 2018. The current cost of a two-bedroom, one-bathroom apartment is \$2,997.
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- G) Whereas, the City does not currently regulate rental amounts, rent increases or evictions from residential rental housing.
- H) Whereas, rent stabilization and just cause eviction have been adopted in a dozen jurisdictions in California and has long been upheld as constitutional by the California Supreme Court.
- I) The City of Milpitas enacts this ordinance is to promote neighborhood stability, healthy housing, and affordability for renters in the City of Milpitas by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring landlords a fair return on their investment.

2. PROHIBITED ACTIVITY

It is unlawful for any person to do any of the following as wholly or partially based on receipt of housing assistance:

- (a) To interrupt, terminate, or fail or refuse to initiate or conduct any transaction in real property, including, but not limited to, the rental thereof; to require different terms for such transaction; or falsely to represent that an interest in real property is not available for transaction;
- (b) To include in the terms or conditions of a transaction in real property any clause, condition, or restriction;
- (c) To refuse or restrict facilities, services, repairs or improvements for any current or prospective tenant or lessee;
- (d) To make, print, publish, advertise or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement, or advertisement with respect to a transaction in real property, or with respect to financing related to any such transaction, that unlawfully indicates preference, limitation, or discrimination based on receipt of housing assistance;
- (e) To use a financial or income standard for rental housing that privileges income earned directly by the tenant or prospective tenant, or rental payments made directly by the tenant or prospective tenant over housing assistance, or that discounts or discriminates against housing assistance payments;
- (f) To apply income screening criteria (such as an income to rent ratio), when determining tenant eligibility for purposes of leasing, subleasing, or renting real property, in a manner inconsistent with the following:
 - (1) Any payment from a Section 8 or other subsidy program that reduces the amount of rent for which the tenant is responsible must be subtracted from the total of the monthly rent; and
 - (2) All sources of income must be included as a part of the tenant's total income except in situations where the rental housing unit is subject to income and/or rent restrictions in a housing regulatory agreement or subsidy agreement and income is determined pursuant to the agreement;
- (g) To fail cooperate with a potential or current occupant in completing and submitting required information and documentation for the potential or current occupant to be eligible for or to receive rental assistance from Section 8 or any other subsidy program.

3. DEFINITIONS.

For purposes of this Ordinance, "housing assistance" includes all housing and rental assistance programs, homeless assistance programs, security deposit assistance programs, and housing subsidy programs.

For purposes of this Ordinance, "person" means any individual, firm, corporation, or other organization or group of persons however organized.

4. EXCEPTION.

Nothing in this Ordinance shall be construed to apply to the rental or leasing of a dwelling unit that is occupied by its owner or members of his or her family and that has no more than a single roomer or boarder.

5. CIVIL ENFORCEMENT ACTION.

A civil action to enforce the provisions of this Ordinance may be filed by any aggrieved person, by the City Attorney, by the Rent Board, or by any person or entity that will fairly and adequately represent the interests of that person or a protected class.

6. CIVIL INJUNCTIVE RELIEF.

Any person who commits, or proposes to commit, an act in violation of this Ordinance may be enjoined therefrom by any court of competent jurisdiction.

7. CIVIL LIABILITY.

Any person who violates any provision of this Ordinance or who aids in the violation of any provision of this Ordinance shall be liable for mandatory damages of three times the amount of one month's rent that the landlord charges for the unit in question. All damages shall be awarded to the person whose rights were violated. The court may also award punitive damages in an amount of not less than \$500 and not more than \$1000 per violation, as well as attorney's fees and costs. In any action brought by the City Attorney, all damages and attorney's fees and costs, shall be awarded to the City and deposited in the City Treasury.

8. SEPARATE CIVIL LIABILITY FOR EACH VIOLATION.

Any person who violates any provision of this Ordinance or who aids in the violation of any provision of this Ordinance shall be liable for a separate civil violation for each provision of this Ordinance that he or she violates, and for each instance in which he or she violates a provision of this Ordinance.

9. CRIMINAL ENFORCEMENT AND LIABILITY.

Any person who violates any provision of this Ordinance or who aids in the violation of any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of not more than \$1,000.00, or by imprisonment in the county jail for a period not exceeding six months, or both.

10. STATUTE OF LIMITATIONS.

Any actions filed pursuant to this Ordinance must be filed within two years of the alleged violation.

11. SEVERABILITY.

The provisions of this Ordinance are severable. If any provision of this Ordinance or any application of any provision of this Ordinance is found invalid, the remainder of the Ordinance, including the application of such provision to other persons or circumstances, shall not be affected thereby and the remainder of the Ordinance shall continue in full force and effect.

12. NO CONFLICT WITH STATE OR FEDERAL LAW.

Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any federal or state law. Nothing in this Ordinance shall be deemed to permit any rental or occupancy of any dwelling unit or commercial space otherwise prohibited by law.

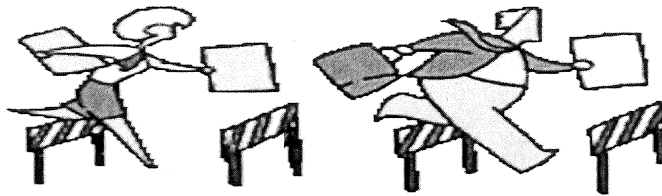


CITY OF MILPITAS

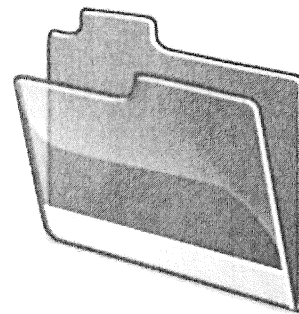
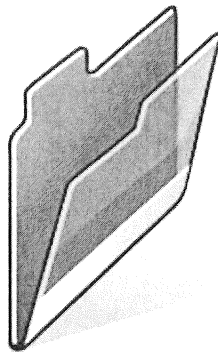
455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

4/2/2019

Agenda Item No. 8



ADDITIONAL ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION





California Apartment Association
1530 The Alameda, Suite 100
San Jose, CA 95126
408.342.3500 • caanet.org

City Clerk's Office

APR 01 2019

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4/1/2019

Mayor Rich Tran and City Council
City of Milpitas
455 E Calaveras Blvd,
Milpitas, CA 95035

City Clerk's Office

APR 01 2019

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Mayor Tran and City Council,

Over the past several months, CAA has participated in the Milpitas Tenant Protection Task Force to provide meaningful options for tenant protections that have been employed in other cities, that are effective while not having any negative impact in providing housing to the residents of Milpitas. The proposals that CAA is recommending take advantage of existing laws, proven solutions and mutual collaboration between the tenants and property owners.

CAA takes a very data driven approach in providing housing recommendations. By analyzing US Census data, we've noticed that median rents in Milpitas have seen an average growth of 4.75% over the past 5 years. And many economists are seeing a general slowdown in the economy. This slowdown in the market will cause rents to decrease or flatten naturally due to the increased supply of units.

Based on that analysis of the market, the best solution for the City of Milpitas is to ensure that their residents are educated about the rights afforded to them under state law, that property owners are educated on property operations and maintenance, mediation services are available and marketed to tenants so they can utilize the services and the city staff is actively working with the Housing Authority and other assistance programs to leverage as much of the available resources for Milpitas.

Education

Renters are often unaware of their rights afforded to them under existing law. Through better education and outreach, Milpitas can ensure that renters understand the resources available to them. Local governments can develop programs to provide information on local laws, their rights, and available resources to help residents resolve their housing issues, available funding sources for housing assistance. Here are a few examples of what Milpitas can do to further that education:

- **Renter Rights, Roles & Responsibilities:** Local governments can educate renters on the protections they have under state law.
- **Local Renter Resources:** Local governments can partner with local agencies to educate renters on the resources available to them.
- **Outreach:** Local governments can develop a multi-lingual, multi-media education program for renters and an outreach strategy for information distribution.

Additionally, local governments can host workshops for rental property owners to educate them on property operations and maintenance, fair housing, crime prevention, and compliance with local laws.

- **Partnering with Trade Associations:** By partnering with the California Apartment Association, we can offer a variety of educational on-demand webinars on topics such as new laws, property management, fair housing, etc.
- **Local Workshops & Training:** Local governments can host a series of workshops educating rental owners on their rights, roles, and responsibilities.
- **Partnerships with Fair Housing:** Local governments can work with local agencies to educate rental owners on fair housing laws and common local cases.

Mediation

Mediation provides a communication forum for renters and property owners by establishing a neutral setting for both parties and can be a helpful tool to address disputes and misunderstandings.

- **Voluntary Mediation:** A neutral communication setting can be established through a non-binding mediation program and operated in-house or conducted by independent professional mediators. Examples of this type of program can be found in Palo Alto, Mountain View, Fremont, and Campbell.
- **Peer-to-Peer Enforcement:** Local governments can request a “peer” intervention from the apartment association and their local members when an issue with a specific local rental owner arises. The City could connect with the rental owner to understand their position and communicate a mutually agreeable solution. Examples of this program can be found in Alameda, Napa, Solano, and Contra Costa Counties.

Right to Lease

A Right to Lease, or minimum lease terms, would require the property owner to offer a lease with a set time period, such as 6 months or 12 months. Should the tenant desire a month to month, that is at their discretion. By offering a fixed lease as the default option, the tenant is receiving a contract in which the terms cannot change for that duration which can provide stability to the tenant.

Incentive-based Housing Programs

Local governments can identify incentives to property owners that entice property owners to seek out Section 8 Participants.

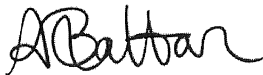
- **Section 8 Education for Property Owners:** Local Housing Authorities should work to educate rental owners on the Section 8 program by developing “frequently asked questions” and other educational materials to provide local housing providers with knowledge of the program.
- **Partnerships with Housing Authority:** Partnering with local Housing Authorities and non-profits to produce workshops on the Section 8 program, with an educational speaker and program participant testimonials.

- Risk Mitigation Pool: In order to provide coverage for potential financial risks that may be associated with the Section 8 program, local governments could cover a range of potential costs, including sign-on bonuses, increased or double security deposits, a loss mitigation pool for potential damage beyond or non-payment that exceed security deposit, and vacancy loss coverage that would provide a month's rent payment during vacancy. Examples of this program can be found in San Mateo and Marin Counties.

We are opposed to the proposals that Milpitas should adopt rent control and just cause policies. Rent control policies have been rejected by voters statewide and in many local municipalities, economists are in wide agreement that rent control hampers the housing market, and the media has been reporting about the ill effects of these policies. A recent report by NPR concluded that rent control reduces the supply and increases the cost of housing, two results that runs counter to the goals of the City. And the San Francisco Chronicle recently ran a story that said rent control doesn't help the most vulnerable of our society, that it diminishes the supply and maintenance of housing, and it makes the shortage of housing worse which drives up the cost of housing. The risk of losing housing units was proven in the City of Mountain View which lost hundreds of rental units since the passage of rent control. Just cause policies will place the safety of Milpitas residents at greater risk if property owners have to face additional hurdles to remove problem tenants.

The recommendations that CAA has advanced are proven solutions that do not carry a risk to the supply or the cost of providing housing. CAA urges the Mayor and the Council to support increased education, mediation and incentives to address the housing crisis.

Sincerely,



Anil Babbar
Vice President of Public Affairs
California Apartment Association

Mary Lavelle

From: casper leung <casperleung2000@gmail.com>
Sent: Tuesday, April 02, 2019 10:42 AM
To: Mary Lavelle
Subject: No rent control. Rent control kills rental housing.

City Clerk's Office
APR 02 2019
RECEIVED

Mary Lavelle

From: Chia Ling Kong <chialingkong@gmail.com>
Sent: Tuesday, April 02, 2019 12:18 PM
To: Karina Dominguez; Rich Tran; Anthony Phan; Bob Nuñez; Carmen Montano; Mary Lavelle
Subject: Reject Rent Control in Milpitas

City Clerk's Office

APR 02 2019

RECEIVED

Honorable Mayor, Vice Mayor and council members,

I am writing in response to social media postings by elected officials that a vote will be taken this evening on rent control policy.

Majority of Milpitas, county and state voters recently vehemently rejected Prop 10 (rent control expansion) in November 2018 election. **I urge you to respect the majority decision and not pursue rent control policy in Milpitas. Rent control has repeatedly proven to do more harm than good in the long run.**

The negative impacts are evident in Bay Area cities that had enacted rent control policy. Just look at San Francisco, where rental units dropped and rental rates skyrocketed for everyone else as a result of rent control. Below is a detailed research published by Stanford University in March 2019 on the effects of rent control in San Francisco.

Please focus on long term permanent housing solutions. Do not punish homeowners and tenants in a market already constrained by low housing supply.

Regards
Chia Ling Kong
Elkwood Dr, Milpitas

<https://web.stanford.edu/~diamondr/DMQ.pdf>

“Abstract

Using a 1994 law change, we exploit quasi-experimental variation in the assignment of rent control in San Francisco to study its impacts on tenants and landlords. Leveraging new data tracking individuals' migration, we find rent control limits renters' mobility by 20% and lowers displacement from San Francisco. Landlords treated by rent control reduce rental housing supplies by 15% by selling to owner-occupants and redeveloping buildings. Thus, while rent control prevents displacement of incumbent renters in the short run, the lost rental housing supply likely drove up market rents in the long run, ultimately undermining the goals of the law.”

Mary Lavelle

From: meinayoung1 <meinayoung1@gmail.com>
Sent: Tuesday, April 02, 2019 2:56 PM
To: Rich Tran; Karina Dominguez; Carmen Montano; Bob Nuñez; Anthony Phan; Mary Lavelle
Subject: [BULK] Say No to rent control/"just cause"
Importance: Low

City Clerk's Office

APR 02 2019

RECEIVED

Dear Mayor Tran and Members of the City Council,

Looking at SF/Berkeley/Oakland, cities with the most extreme rent control and so called "tenant protection", what you see are the notoriously degraded communities. So, why are tenant organizations pushing these clearly failed housing policies? Folks, these organizations are trying to monopolize the rental market and control people's lives. They will control the occupants' votes, too!!

[https://48hills.org/2019/03/how-to-take-housing-out-of-the-private-market/?from=groupmessage](https://48hills.org/2019/03/how-to-take-housing-out-of-the-private-market/?from=groupmessage;) ;

After four decades and hundreds of amendments, all those draconian rent control (SF allows only 60% of CPI)/"tenant protection" (forcing owners to pay \$millions on lawsuits and give in to rent scammer gouging for settlement) policies have forced out tens of thousands affordable housing units and counting! Those "tenant orgs" are openly declaring their intent to take over the small property rental market, and squeeze out private mom and pop owners!

Milpitas can do better!

Fremont has the proven successful mediation program. Please look into that!

Rent control and just cause have been proven harmful to the housing market, as over 93% of the economists have famously declared. They are systemic terrorism against private housing providers and good tenants.

Rent Control will deter future developments and it will degrade our existing housing stock as it ages and requires additional maintenance. Median rents in Milpitas have seen modest growth over the past 5 years of 4.75% annually. There is no evidence that rent control is needed.

Just Cause – Just Cause evictions are tearing communities apart anywhere they are implemented. They place tenants at risk when additional hurdles are placed on evicting problem tenants who threaten the safety of other tenants.

As a property owner, I want to state my full support for proven and reasonable housing policies. I would like to see Milpitas offer the kind of services that will yield a meaningful impact without any negative consequences to the City.

As I read the report issued by the Tenant Protection Task Force, I saw suggestions like mediation, a right to lease and education as meaningful programs that can offer tenants the type of services they need. However, I was deeply concerned that rent control and just cause controls are being suggested. These policies have been rejected in many of your neighboring cities and recently the voters across the State of California rejected price controls on housing.

I ask that you reject any call for rent control in Milpitas. Rent Control will deter future developments and it will degrade our existing housing stock. As our housing stock ages, it will require additional maintenance and care to ensure that Milpitas residents can reside in quality housing. By limiting rental income under rent control, you are limiting an owner's ability to conduct repairs and maintenance. Median rents in Milpitas have seen modest growth over the past 5 years at 4.75% annually, according to the US Census Bureau. There is no evidence that rent control is needed.

I also ask that you reject any call for a "just cause" eviction law. As a housing provider, I take the responsibility of providing my tenants with a safe, clean and desirable place to live very seriously. At the same time, we need to focus our energy on providing more affordable housing supply not adding unnecessary burdens on property owners.

Thank you for your consideration.

Sincerely,

Meina young
Small property owner

Sent via the Samsung Galaxy S8, an AT&T 5G Evolution smartphone



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court and Approve a Budget Amendment
Category:	Community Development
Meeting Date:	4/2/2019
Staff Contact:	Steve McHarris, 408-586-3059
Recommendation:	Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court and Approve a Budget Amendment.

Background:

The subject property is a 2.48 acre (107,985 SF) site with a vacant 40,474 square foot industrial building located at 1831-1841 Tarob Court. The site is bounded by E. Penetencia Creek to the north, a new multi-family residential development under construction to the east, existing legal non-conforming industrial use to the south, and a recently approved multi-family affordable housing site to the west. The site resides within the Transit Area Specific Plan (TASP) with a land use designation of Very High Density Transit Oriented Residential (41 un/ac, min. avg. and 60 un/ac max. avg., 4 – 6 stories). The TASP Zoning is R4-TOD.

The City Council adopted the TASP in June 2008 to support future BART service as well as existing VTA transit options in the community. Since that time, the TASP has facilitated the transformation of an older industrial area into a vibrant, high-intensity mixed-use, transit-oriented district. The TASP area of Milpitas is unique in the Bay Area in that it features large land acreages, access to two freeways and a regional expressway, two light rail stations, the new Milpitas BART station, and the Great Mall as a regional retail destination.

The TASP envisions a walkable, transit-oriented neighborhood with a mix of land uses to minimize vehicle trips and encourage walking, biking, and transit ridership. The Plan is designed to accommodate substantial new development, minimize traffic impacts on local roadways, and reduce urban sprawl. It establishes not only the land use vision but also includes specific policies, standards, and capital improvement projects needed to achieve the vision. It also provides detailed standards for street design and building form.

Public improvements and services needed to serve the TASP area's future residents and workers are set forth in the Plan. These basic infrastructure requirements include streets, parks, pedestrian/bike bridges, community facilities, sewer and water facilities, storm drainage, etc. The Plan is accompanied by a separate Transit Area Development Impact Fee (TADIF) financing strategy to ensure that the Plan is fiscally responsible for the City and property owners. TADIF fees are paid by development occurring exclusively within the TASP and are applied to construction of streets, parks, and infrastructure. A copy of the TASP and TADIF is available at <http://www.ci.milpitas.ca.gov/planning-documents/transit-area-specific-plan/>.

Analysis:

The Council adopted several Streets and Connections Policies to guide street development within the TASP. The TASP street system consists of public roadways as illustrated in TASP Figure 3-2. The street layout establishes connections between properties, parks, transit, and other subareas, and to create pedestrian-oriented districts with direct pedestrian routes. Small block sizes and ample connections give pedestrians direct and easy access routes to transit, retail, jobs, and other residents. As best as possible, roadways are sited to run along property lines, with the right of way dedication and responsibility for constructing them falling evenly on each land owner. However, where new streets require significant portions of a private parcel, City may require acquisition through cooperative negotiation with the land owner or through an eminent domain process. In either case, the acquisition cost of the parcel would be established through a fair market value appraisal process.

In compliance with the TASP and the TADIF program, S. Milpitas Boulevard is currently being constructed southward between Great Mall Parkway and E. Penetencia Creek where a vehicle and pedestrian bridge is required. The City is near completion of construction plans for the E. Penetencia Creek crossing and is in need of acquiring the subject property to accommodate both the creek crossing landing and the roadway connection to Sango Court and Tarob Court, as identified in both the TASP and the TADIF.

There are two specific TASP street policies that apply to the proposed PSA:

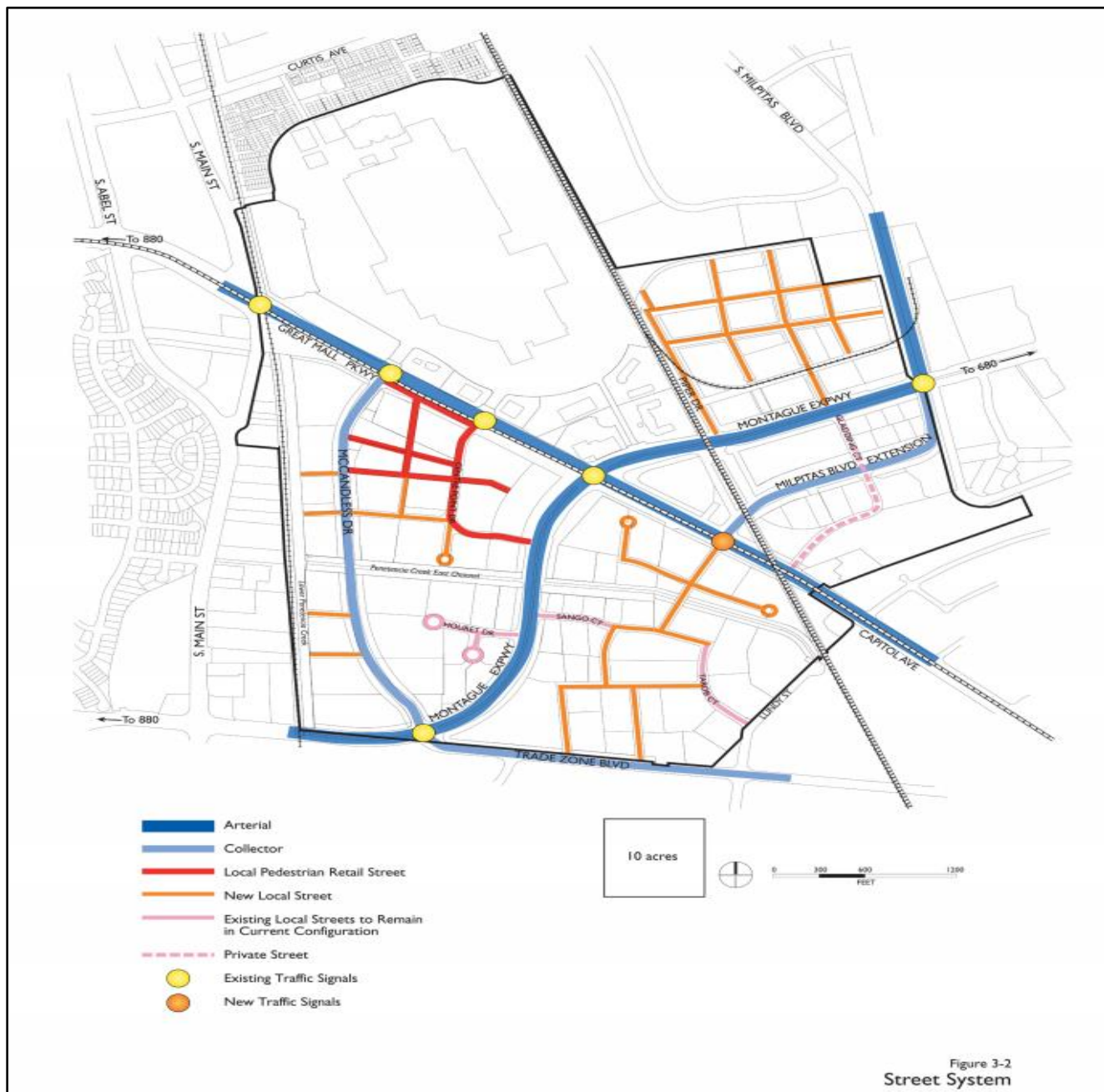
- (1) Policy 3.17: New streets shall be located as generally shown on the Street System Map, Figure 3-2. New local streets may shift location to take into account more detailed survey information, to better align them evenly along property boundaries, or to facilitate a better, more efficient development project. Standards for maximum block size and block frontage established in Chapter 5 must still be met.

Staff Comment: Implementation of the proposed PSA will provide the precise locations needed for both the Penetencia Creek crossing, the continued southerly extension of S. Milpitas Boulevard, and the ½ street section along the subject property. This would connect S. Milpitas Boulevard to Sango Court and Tarob Court. These ultimate connections will provide this residential TASP neighborhood with direct pedestrian and vehicle access to the Milpitas BART station and locations beyond.

- (2) Policy 3.18: New development must dedicate land for new public streets and pay for their construction. When a parcel is redeveloped under this Specific Plan, all necessary right-of-way must be dedicated for new public streets and the streets constructed following the street designs and streetscape standards laid out in Chapter 5 and any unique details established in the subdistrict policies, Chapter 4.

Staff Comment: Implementation of the proposed PSA addresses land dedication in that this particular planned road segment bisects the subject property. Therefore, creating a significant challenge on the property owner's ability to dedicate the entire S. Milpitas Boulevard bisecting the site and additionally requiring ½ street dedication, along with frontage improvements (paving, curb, gutter, sidewalk, street lights, bridge landing, and landscaping) for both of these streets. Since South Milpitas Boulevard extension is not sited along the subject property lines, and the extension of Sango Court is needed along the southern property line, City acquisition of the site is required through either cooperative negotiation with the land owner or through an eminent domain process. In either case, the acquisition cost of the parcel would be established through a fair market value appraisal process. In this case, the land owner has agreed to the proposed Purchase and Sales Agreement.

In addition, the timing for purchase of this property is in alignment with the upcoming Milpitas BART station opening, the City's approved Capital Improvement Project for East Penetencia Creek crossing project, as well as the residential development currently taking place in this area of the TASP.



The City and the property owner established a fair market value for the subject site based on two independent appraisals and a third appraisal evaluation. The two appraisals identified a value of \$9,590,000 and \$13,070,000. The third appraisal evaluation cited the \$9,590,000 (\$88.81/SF) price as the appropriate fair market value which is the purchase and sales price recommended by staff.

If approved by the City Council, Staff will initiate the PSA. The PSA terms are summarized as follows:

- Refundable deposit: \$100,000;
- Contingency Period: 45 days from PSA to perform due diligence;
- Close of Escrow: 9 days after expiration of the due diligence period;
- Price: \$9,590,000; and
- Seller also requesting City condemnation proceeding, as allowed by law.

Based upon much of the due diligence being completed, staff anticipates close of escrow would occur in late April 2019.

Fiscal Impact:

The TADIF program currently retains a balance of over \$40,000,000, which is available for the purposes of property acquisition and roadway construction. In addition, upcoming “pipeline” projects will be adding to the TADIF fund, including \$5.3M for “The Edge” residential project and \$3.2M for the 720 Montague residential project.

A budget appropriation of \$9,590,000 plus an estimate of \$100,000 for closing escrow fees will be required for the PSA. There are sufficient funds in the TADIF program (fund 350) for the \$9,690,000 total amount required for the PSA.

California Environmental Quality Act:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City prepared and certified a programmatic Environmental Impact Report (EIR) in conjunction with adoption of the TASP. The Plan is “self-mitigating” in that specific plan policies minimize or reduce significant environmental impacts to the extent feasible. The EIR is based on extensive quantitative analysis and modeling to assess service requirements for public infrastructure, including parks and open space. A copy of the TASP EIR is available at http://www.ci.milpitas.ca.gov/pdfs/plan_eir_tasp_final.pdf.

Recommendation:

1. Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court
2. Approve a budget amendment to appropriate \$9,590,000 plus an estimated amount of \$100,000 of escrow closing costs.

Attachments:

- A) Resolution
- B) Purchase and Sale Agreement
- C) Property Appraisal
- D) Environmental Phase I and II Environmental Review Reports
- E) Budget Change Form

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is made as of April 2, 2019 (the “**Effective Date**”), between GEOMAX, a California general partnership (“**Seller**”), and CITY OF MILPITAS, a California municipal corporation (“**Buyer**”) who agree as follows:

ARTICLE 1. AGREEMENT OF SALE.

Seller wishes to sell and Buyer wishes to buy the property described in this Article I on the terms contained in this Agreement. The parties agree that if the transaction contemplated by this Agreement cannot be consummated, then Buyer may pursue its eminent domain power to acquire the Property. Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the “**Property**”):

1.1 Land. An approximate 2.5 acre parcel improved with an 39,440 square foot industrial building located at 1831-1841 Tarob Court, Milpitas APN # 086-036-030, which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the “**Land**”);

1.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances owned by Seller and used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) (collectively, the “**Improvements**”). There is no personal property of Seller included with the Property.

1.3 Service Contracts. Those Service Contracts (defined in Section 5.6) which Buyer expressly agrees to assume, if any; and

1.4 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property, including without limitation (a) all warranties upon the Improvements, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering drawings and prints relating to the construction of the Improvements, (c) all claims and causes of action arising out of or in connection with the Property.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be Nine Million Five Hundred Ninety Thousand and 00/100 Dollars (\$9,590,000.00).

2.2 Deposit/Purchase Price. Within three (3) business days after the Effective Date, Buyer shall deposit \$10,000 into Escrow (as defined below) into an interest bearing account on behalf of Buyer (the "**Deposit**"). The Deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be material breach of this Agreement and Seller may terminate the Agreement. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the Purchase Price, subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashier's check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

2.3 Additional Deposit. Upon Buyer's approval of its Due Diligence Investigation pursuant to Section 3.4 and completion by Buyer of its title review pursuant to Section 3.5, Buyer's Deposit shall be increased to One Hundred Thousand Dollars (\$100,000.00), and shall be immediately released to Seller and shall be nonrefundable except as otherwise expressly provided in this Agreement. The Deposit and Independent Consideration shall be credited against the Purchase Price at Closing.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. on the date 45 days later.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, review of the Plans, the Improvements; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to

the operation of the Property; review of the condition of title to the Property, and review of such other matters pertaining to an investment in the Property as Buyer deems advisable.

3.1.3 Buyer's Inspections. Buyer shall have the right to obtain additional reports without liability or expense to the Seller. Seller hereby grants to Buyer, its employees, agents, contractors and nominees ("**Buyer Parties**"), the right, upon no less than three (3) business days' prior written notice to Seller (and upon Buyer's proof to Seller of insurance satisfactory to Seller), to enter onto the Property during reasonable times, during ordinary business hours throughout the Due Diligence Period to conduct such tests, inspections and studies as Buyer may deem appropriate, including, but not limited to, any or all of the following: environmental site assessments (which may include a Phase I assessment) and further environmental investigations, geologic evaluations, property inspections and review and evaluation of the Property. Notwithstanding the foregoing and/or anything to the contrary contained in this Agreement, any invasive tests, inspections and/or studies shall be subject to Seller's prior written consent (which consent may be granted or withheld in Seller's sole and absolute discretion). Any entry by Buyer onto the Property by Buyer Parties shall be conducted in such a manner as to cause the least disruption possible in the ongoing operation of the Property. In furtherance of the foregoing, but without limiting the generality thereof, Buyer shall not disturb or interfere with the rights of any tenants or occupants located on the Land. Buyer agrees to keep the Property free and clear of any liens caused by any such entry by Buyer upon the Property, and to repair any damage caused by such tests, inspections and studies, except that Buyer shall not be responsible for any damage related to or resulting from the discovery or disturbance of any Hazardous Materials on the Property unless such Hazardous Materials were caused by Buyer Parties and/or the condition thereof is exacerbated by Buyer Parties. Except for claims arising out of Seller's gross negligence, Buyer agrees to indemnify, protect, defend, and hold Seller free and harmless against any claims for personal injury or property damage resulting from Buyer's accessing the Property and conducting tests, inspections and studies thereon and from any liens asserted against the Property as a consequence of such entry, or work, labor, and materials rendered by persons acting on behalf of Buyer, except that Buyer shall not be required to indemnify or hold Seller harmless from any claims related to or resulting from the discovery or disturbance of any Hazardous Materials on the Property (unless such Hazardous Materials were caused by Buyer Parties and/or the condition thereof is exacerbated by Buyer Parties).

As used herein, the term "**Hazardous Materials**" means any hazardous or toxic substance, material or waste which is now or hereafter the subject of Governmental Regulations, including without limitation any material or substance which is (A) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140, or the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (B) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (C) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (D) petroleum and petroleum products, including crude oil and any fractions thereof, and other hydrocarbons, (E) asbestos, (F) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of California Administrative Code, Division 4, Chapter 20, (G) designated as a "hazardous substance" pursuant to Section 311 of the

Federal Water Pollution Control Act 33 U.S.C. § 1251 et. seq., (33 U.S.C. § 1321) or as listed pursuant to § 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (H) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 9601), (I) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., or (J) described in the Covenant. As used herein, the term "**Governmental Regulations**" means any laws (including common law), statutes, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, zoning, Hazardous Materials, occupational health and safety, handicapped access, water, earthquake hazard reduction, and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the Property.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") to the extent that they are in Seller's possession.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by Chicago Title Company (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Plans. Copies of all as-built plans and specifications for the Improvements in Seller's possession, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property and all rentable space therein, and as-built drawings for all underground utilities, including, without limitation any underground storage tanks (collectively, the "**Plans**"), together with a certificate from an architect approved by Buyer certifying to Buyer that the Improvements were constructed and completed in accordance with the Plans;

3.2.3 Soils Report. Any soils report on the Land prepared at Seller's request and in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request and which are within Seller's possession or control;

3.2.5 Operating Statements; Tax Bills. Copies of operating statements for the Property and copies of all real property tax bills for the Property for the calendar years 2017 and 2018;

3.2.6 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and license agreements;

3.2.7 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 3.1, the documents and information described in this Section 3.3 to the extent they are in Seller's possession (collectively, the "**Additional Documents**");

3.3.1 Agreements. Copies of written easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2;

3.3.2 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

3.3.3 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

3.3.4 Excluded Documents. In no event shall Seller be obligated to deliver and/or provide the Excluded Documents. As used herein "**Excluded Documents**" shall mean any documents: (i) not in Seller's possession, (ii) involving either Seller's financing or refinancing of the Property, (iii) any purchase and sale agreements and correspondence pertaining to Seller's acquisition of the Property (and Seller shall be entitled to redact the purchase or acquisition price paid by Seller for the Property from any documents furnished to Buyer), (iv) any documents pertaining to the potential acquisition of the Property by any past or prospective purchasers, any third party purchase inquiries and correspondence, appraisals of the Property, attorney-client privileged documents, internal budgets or financial projections, any economic evaluations of the Property prepared by or for Seller, any marketing studies and financing documents, Seller's organizational documents and records and any other internal memoranda, reports or assessments relating to the Property. All third party reports are delivered to Buyer subject to the rights of third parties and without representation or warranty by or recourse against Seller. On termination of this Agreement for any reason, Buyer shall promptly the Preliminary Documents and Additional Documents to Seller.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith), other than non-delinquent property taxes and assessments.

3.5.2 Approval/Disapproval of Title Review. On or before the date that is thirty (30) days after the Effective Date, Buyer shall deliver written notice to Seller of Buyer's approval or disapproval of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion. If Buyer disapproves, then Buyer shall identify the disapproved title matters in its written notice ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within five (5) days after Seller's receipt of the Buyer's written notice of the Disapproved Title Matters whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer shall deliver written notice within five (5) days after Seller's delivery of the Disapproval Notice, electing to (at Buyer's option): (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.5.3 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report in accordance with the terms and conditions of Section 3.5.2 above, the Survey or the exceptions shown thereon by the date that is twenty (20) days after the Effective Date, then Buyer shall be deemed to have approved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. The Title Company having irrevocably committed to deliver to Buyer Title Company's ALTA Owner's standard policy of title insurance, with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**"). Buyer may require an ALTA extended coverage policy if Buyer pays the incremental premium for ALTA extended coverage.

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit B.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Defects. The Improvements are in good condition and repair and are free of any latent or patent design, construction, physical or mechanical defects and there is no actual or threatened settlement, earth movement, termite infestation or damage affecting the Property.

5.2 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.3 Taxes and Condemnation. Except as disclosed in the Preliminary Title Report, to Seller's knowledge, there are no presently pending or, contemplated special taxes or assessments which will affect the Property. Except for potential condemnation by Buyer, there are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.4 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property and (d) in good working order and repair. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

5.5 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.6 Contracts/Leases/Occupancy Rights. All contracts entered into by Seller relating to the management, maintenance, or operation of the Property ("**Service Contracts**") have been disclosed to Buyer pursuant to Section 3.3.1 herof. Except for the Service Contracts, there are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. Seller has fully performed all the obligations required to be performed by Seller under the Service Contracts, and to Seller's knowledge, the other parties to the same are not in default thereunder. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

5.7 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.8 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except this Agreement and those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.9 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.10 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.11 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

5.12 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.13 No Employees. Other than the caretaker who provides certain specified services to Seller regarding the Property, but whose service shall end at Closing, there are no on-site employees of Seller at the Property. On or before Closing, Seller shall terminate such employment at the Property and any residence or occupancy thereof and Buyer shall have no obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

5.14 Inspections. Schedule 5.14 accurately describes (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter.

5.15 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement of a material fact.

5.16 Acknowledgement Regarding Taxes. Seller represents and warrants it has sought advice from a tax advisor regarding the transactions contemplated by this Agreement and acknowledges that neither the City of Milpitas nor any of its employees, agents, attorneys, or representatives have made any representations regarding the tax consequences of the transactions contemplated by this Agreement.

5.17 Limitation on Seller's Representation and Warranties. Anything herein to the contrary notwithstanding, if Buyer obtains actual knowledge of any information prior to the Closing which renders any of the above representations and warranties of Seller inaccurate or incomplete, then such representations and warranties shall be deemed modified to reflect the disclosure of such information. All of Seller's representations and warranties are made to the present actual knowledge, without taking into account any constructive or imputed knowledge, of George Quinn, without any duty of inquiry or investigation. Buyer acknowledges that the individual named above is named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Buyer. Except in cases of fraud or intentional misrepresentation by George Quinn, Buyer covenants that it will bring no action of any kind against such individual, arising out of these representations and warranties.

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in Articles 5 and 6, respectively, shall (A) not merge with the delivery to Buyer of the Grant Deed, and (B) survive the Closing Date for one (1) year after the Closing Date, at which time such representations and warranties shall terminate.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Service Contract (but only to the extent that Buyer is required to assume such contract upon the Closing or such contract will encumber the Property from and after the Closing) or (b) enter into any material agreement of any type affecting the Property.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Operation. Seller covenants to own, operate and maintain its interests in the items comprising the Property in substantially the same manner as presently owned, operated and maintained.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all of the Service Contracts described in Section 5.6 at or before the Closing Date (to the extent that such Service Contracts can be terminated by the Closing Date), except for those contracts which Buyer expressly agrees to assume and which are actually assumed by Buyer pursuant to Section 9.3.3.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in substantially the same condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any

significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property without Buyer's prior consent.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 9 days after the expiration of the Due Diligence Period (the "**Closing Date**", as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as Chicago Title Company, Lori Young, 12156 Saratoga Sunnyvale Road, Saratoga, CA 95070 ("**Escrow Holder**"), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit E;

9.3.2 A duly executed assignment, in the form of Exhibit C, assigning to Buyer all of Seller's interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, (c) in all intangible assets of the Property, and (d) in the Service Contracts which Buyer has elected to assume (the "**General Assignment**");

9.3.3 The originals (or copies if originals are unavailable) of the Service Contracts Buyer has elected to assume, if any, and estoppel certificates from the other parties to such Service Contracts in form and substance satisfactory to Buyer;

9.3.4 Seller's Non-foreign Certification;

9.3.5 A duly executed original of the Covenant and Environmental Restriction on Property ("**Covenant**"), in the form of Exhibit D; and

9.3.6 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary for conveyance of the Property in accordance with this Agreement.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds in Escrow. Buyer shall deposit into escrow on or before the Closing:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.2 A duly executed original of the Covenant; and

9.5.3 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein, including the remedy of specific performance or a refund of all deposits. Seller shall be deemed to be in default under this Agreement if Seller fails, for a reason other than Buyer's default hereunder or the failure of a condition precedent to Seller's obligation to perform hereunder, to meet, comply with, or perform any covenant,

agreement or obligation on its part required within the time limits and in the manner required in the Agreement; provided, however, no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice thereof, describing the nature of the default, and Seller has failed to cure such default within five (5) days of receipt of such notice.

If Seller shall be deemed in default under Section 9.6.4(a) at or before Closing, and Buyer does not waive such default, Buyer may pursue one of the following remedies, each of which shall be Buyer's sole and exclusive remedy:

(i) Institute and prosecute an action to compel specific performance of this Agreement against Seller, in which case Buyer shall have no claim for damages or any other remedy against Seller; provided, however, if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in Santa Clara County on or before the date one hundred twenty (120) days following the date upon which the Closing hereunder was to have occurred, then Buyer shall be deemed to elected to terminate this Agreement and receive back the return of its Deposit as provided in Section 9.6.4(a)(ii) below. Buyer shall only be entitled to bring a specific performance action against Seller if Seller breaches its obligation to convey the Property to Buyer; or

(ii) Terminate this Agreement by written notice delivered to Seller on or before the Closing Date and, in the event of such termination, Buyer shall be entitled to the prompt return of the Deposit made by Buyer hereunder and Buyer shall have the right to seek damages against Seller for breach of this Agreement.

(b) Seller's Remedies/Liquidated Damages. THE PARTIES HERETO AGREE THAT SELLER'S ECONOMIC DETRIMENT RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE REAL ESTATE MARKET FOR AN EXTENDED PERIOD OF TIME AND ANY CARRYING AND OTHER COSTS INCURRED AFTER THE REMOVAL OF THE PROPERTY FROM THE REAL ESTATE MARKET ARE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ASCERTAIN. THE PARTIES HERETO AGREE THAT THE AMOUNT OF THE DEPOSIT, INCLUDING ANY INTEREST ACCRUED THEREON, IS A REASONABLE ESTIMATE OF THE DAMAGES THAT WILL BE INCURRED BY SELLER IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER. BUYER AGREES THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO SUCH DEFAULT OR BREACH BY BUYER OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY, SELLER, AS ITS SOLE REMEDY, SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE, OR ANY SIMILAR PROVISION. SELLER HEREBY WAIVES THE REMEDY OF SPECIFIC PERFORMANCE WITH RESPECT TO ANY DEFAULT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY, AND AGREES THAT THE LIQUIDATED DAMAGES SET FORTH HEREIN SHALL BE SELLER'S SOLE REMEDY IN THE EVENT BUYER DEFAULTS OR BREACHES IN ITS OBLIGATION TO PURCHASE THE PROPERTY HEREUNDER. THIS LIQUIDATED DAMAGES PROVISION SHALL NOT BE APPLICABLE TO ANY DEFAULT OR BREACH

BY BUYER OF ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OR RESTORATION OBLIGATION OF BUYER UNDER THIS AGREEMENT, OR ANY OTHER OBLIGATION OF BUYER THAT EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT. BY INITIALING THIS SECTION 9.6.4 BELOW, SELLER AND BUYER AGREE TO THE TERMS OF THIS SECTION 9.6.4.

SELLER'S INITIALS:

BUYER'S INITIALS:

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Record the Covenant;

9.7.3 Cause the Title Company to issue the Title Policy to Buyer;

9.7.4 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) the General Assignment; (c) the Service Contracts referred to in Section 9.3.4, and (d) the Non-foreign Certification;

9.7.5 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations.

(a) Subject to this Section 9.8 below, all expenses of the Property, including, without limitation, real property taxes, special taxes and assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer, on the one hand, and Seller, on the other hand, as of the Closing Date, so that Seller bears all expenses with respect to the Property, through and including the date immediately preceding the Closing Date. If, prior to the Closing, Seller has commenced any contest or filed any objection with any applicable taxing authority as to real property taxes and assessments attributable to the Real Property for the period prior to the Closing Date, Seller shall have the right to continue such proceeding following the Closing and any refunds attributable to any period prior to the Closing Date shall be paid to and retained by Seller, and Buyer shall have no interest therein. To the extent that Buyer is required by law to participate in any such tax contest, Buyer agrees to reasonably cooperate with Seller in such proceeding, at no cost to Buyer.

Real and personal property taxes and assessments, water, sewer and utility charges (calculated on the basis of the period covered); and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of the Closing, on the basis of a three hundred sixty (360) day year.

Any revenue or expense which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amounts and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained, but in no event later than one hundred twenty (120) days after the Closing. A statement setting forth such agreed proration shall be delivered to the Title Company, provided the Title Company shall not be required to calculate any such prorations. Seller and Buyer shall each cooperate with the other diligently and promptly to correct any errors in computations or estimates under this Section 9.8(a) and shall promptly pay to the party entitled thereto any refund, credit or other payment necessary to comply with this Section 9.8(a). This Section 9.8(a) shall survive the Closing. Either party owing the other party a sum of money based on adjustments made to prorations after the Closing shall promptly pay that sum to the other party, together with interest thereon at the rate of ten percent (10%) per annum from the date of demand for payment to the date of payment, if payment is not made within thirty (30) days after demand therefor.

(b) Buyer is a public entity and the transaction set forth herein is thus exempt from transfer taxes and recording fees. Seller shall pay the premium for the standard portion of Buyer's Title Policy. Buyer shall pay the cost of Buyer's endorsements, if any, plus the cost of any extended coverage. Seller and Buyer shall split equally all escrow fees incurred in connection with the consummation of the sale of the Property by Seller to Buyer. All other customary closing costs incurred shall be allocated to Buyer and Seller in accordance with the custom in Santa Clara County. Except as otherwise expressly provided in this Agreement, each party shall pay its own attorneys' fees incurred in connection with this Agreement and the transaction described herein.

9.9 DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Seller equals or exceeds \$1,000,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Seller the estimated value of the portion of the Property taken exceeds \$1,000,000. Upon making its determination, Seller shall notify Buyer in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If

Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Buyer shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation of any portion of the Property. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Section 9.9.

ARTICLE 10. GENERAL.

10.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: GeoMax
Attn: George Quinn
3460 Edward Avenue
Santa Clara, CA 95054
Phone: (408) 330-0801
Email: gquinn@geo-max.net

With a copy to: Berliner Cohen, LLP
Attn: Andrew Faber and Stephen Scordelis
10 Almaden Boulevard
San Jose, CA 95113
Phone: (408) 286-5800
Email: stephen.scordelis@berliner.com

BUYER: City of Milpitas.
Attn: Steven McHarris
455 East Calaveras Boulevard
Milpitas, CA 95035
Phone: 408-586-3050
Email: smcharris@ci.milpitas.ca.gov

With a copy to: Best Best & Krieger LLP
Attn: Nancy Park
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 551-2849
Email: nancy.park@bbklaw.com

Either party may change its address by written notice to the other given in the manner set forth above.

10.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

10.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

10.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

10.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

10.7 Confidentiality and Publicity. The parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to

(a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

10.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

10.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

10.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

10.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

10.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

10.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party

hereto or give any third person any right of subrogation or action over against any party to this Agreement.

10.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

10.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 10.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

10.16 Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

ARTICLE 11. AS-IS SALE AND PURCHASE.

Buyer acknowledges that the provisions of this Article 11 have been required by Seller as a material inducement to enter into the contemplated transactions, and the intent and effect of such provisions have been explained to Buyer by Buyer's counsel and have been understood and agreed to by Buyer. The provisions of this Article 11 shall survive the Closing.

11.1 Buyer's Acknowledgment. As a material inducement to Seller to enter into this Agreement and to convey the Property to Buyer, Buyer hereby acknowledges and agrees as follows:

11.1.1 AS IS. Buyer is purchasing the Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS", and will, by the expiration of the Due Diligence Period, have made or have had the opportunity to make all inspections and investigations of the Property and its vicinity which Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property.

11.1.2 No Representations. Other than the express representations and warranties of Seller contained Article 5, neither Seller, its members or managers, nor any person or entity acting by or on behalf of Seller, or any member, manager, partner, shareholder, officer, director, trustor, trustee, beneficiary, employee, agent, affiliate, successor or assign of any of the foregoing has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to Buyer upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the Property

11.1.3 No Implied Warranties. Other than the express representations and warranties of Seller contained in Article 5, and any warranties that may be implied by law into the Grant Deed, Seller hereby disclaims all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property or the performance of Seller's obligation hereunder, including, without limitation, all implied warranties of merchantability and/or fitness for a particular purpose.

11.1.4 Information Supplied by Seller. Buyer specifically acknowledges and agrees that, other than any express representations and warranties of Seller contained in Article 5 hereof, Seller has made, is making, and shall make, no representation or warranty of any nature concerning the accuracy or completeness of Preliminary Documents and/or Additional Documents, or the authenticity, source, accuracy or completeness of any information contained in such Preliminary Documents and/or Additional Documents or any other documents previously or hereafter furnished by or on behalf of Seller to Buyer, including without limitation various studies, inspections, reports and exhibits and correspondence relating thereto. As to certain of the materials made available to Buyer in Preliminary Documents and/or Additional Documents, which were prepared by third parties, Buyer specifically acknowledges that they have been prepared by third parties with whom Buyer has no privity and Buyer acknowledges and agrees that no warranty or representation, express or implied, has been made, nor shall any be deemed to have been made, to Buyer with respect thereto, either by Seller (other than any express representations and warranties of Seller contained in Article 5 hereof) or by any third parties that prepared the same.

11.1.5 Buyer's Investigation of Property. Prior to the expiration of the Due Diligence Period, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property which Buyer deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, review of the environmental audits and assessments, toxic reports, surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, agreements with associations affecting or concerning the Property, the condition of title, soils and geological reports, engineering and structural tests, insurance contracts, contracts for work in progress, marketing studies, cost-to-complete studies, governmental agreements and approvals, architectural plans and site plans, and all other matters concerning the Property, and that, except for the express representations and warranties of Seller set forth in Article 5 hereof and the express covenants, Buyer shall purchase the Property on Buyer's own knowledge of the Property and Buyer's prior investigation and examination of the Property (or Buyer's election not to do so). Buyer agrees that it shall have the opportunity to make an independent investigation of any matters relating to the Property (or shall have elected not to do so) and shall not rely on any specific information or any other

materials provided by Seller, except for the express representations and warranties of Seller set forth Article 5. Buyer undertakes and assumes the risks associated with all matters pertaining to the Property's location in any area designated as a special flood hazard area, dam failure inundation area, earthquake fault zone, seismic hazard zone, high fire severity area or wildland fire area, by any federal, state or local agency.

11.1.6 Natural Hazard Disclosure Statement. Seller has made or will make a property disclosure report (the "**Disclosure Report**") available to Buyer prior to the Closing Date. The Disclosure Report fully and completely discharges Seller from its disclosure obligations, if any, which may be required under the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Sections 1102.6 and 1103.2, and any successor law, and, for the purposes of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply and the preparer of the Disclosure Report shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and Disclosure Report. Nothing set forth in the Disclosure Report shall (A) require Seller to remediate any matter referred to in the Disclosure Report or (B) create any liability by Seller to Buyer therefor and Seller shall in no event be required to expend funds to remediate any matters disclosed in the Disclosure Report.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF MILPITAS, a California municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
Christopher Diaz, City Attorney

SELLER:

GEOMAX, a California general partnership

By: M. G. [Signature]

Name: Max G. [Signature] + George [Signature]

Its: Partners

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 20_____

By: _____

Name: _____

Title: _____

EXHIBIT A
LAND DESCRIPTION

PARCL 6, as delineated upon that certain Map entitled "PARCEL MAP", filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on November 28th, 1978 in Book 431 of Maps, at Pages 2 and 3.

EXHIBIT B

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF MILPITAS, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is _____; and

3. The Transferor's office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20____.

_____, a California general partnership

By: _____

Name: _____

Title: _____

EXHIBIT C

GENERAL ASSIGNMENT

This Assignment (the "Assignment") is made as of _____, by _____, a California corporation ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated March __, 20__ (the "Agreement"), Assignor hereby assigns and transfers to the CITY OF MILPITAS, a California municipal corporation ("Assignee"), with respect to the real property described in Schedule 1, following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts");

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals");

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

_____, a California corporation

By _____

Its _____

EXHIBIT D

COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY

Recording Requested By:

Mr. George Quinn
Executive Officer
3460 Edward Avenue
Santa Clara, CA 95054

When Recorded, Mail To:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
GeoTracker # T10000008880

COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY

FORMER DYNAMIC CIRCUITS,
1831 TAROB COURT, MILPITAS, SANTA CLARA COUNTY

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the _____ day of _____, 20____ by Geomax ("Covenantor") who is the Owner of record of that certain property situated at 1831 Tarob Court in the City of Milpitas, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Water Board"), with reference to the following facts:

- A. The Burdened Property and groundwater underlying the property contains hazardous materials.
- B. Contamination of the Burdened Property. Soil, soil vapor and groundwater at the Burdened Property were contaminated by former circuit board manufacturing operations conducted at the Site by Dynamic Circuits. These operations resulted in releases of volatile organic compounds (VOCs), including: benzene, tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), and trans-1,2-dichloroethene (trans-1,2-DCE), which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Covenantor has prepared site-specific risk assessment to demonstrate that risk of inhalation of residual constituents remained in soil gas to regular park users would be less than significant. The Covenantor also has prepared a soil and groundwater management plan (SGMP) with guidance for proper handling and management of contaminated or potentially contaminated soil and groundwater during redevelopment activities. The SGMP also

provides health and safety measures protective of workers, public, and the environment during the site redevelopment construction activities.

- C. Exposure Pathways. The contaminants addressed in this Covenant are present in soil, groundwater, and soil gas on the Burdened Property. Without the mitigation measures such as exposure risk assessment, engineering controls, and monitoring on the Burdened Property, exposure to these contaminants could take place via volatilization, diffusion, and vapor inhalation. The risk of public exposure to the contaminants has been substantially lessened by the remediation and engineering controls described herein.
- D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is currently developed for light commercial/industrial land use, and it is planned to be redeveloped for street and recreation/park uses. It is adjacent to current light industrial/ commercial, and future residential land uses.
- E. Full and voluntary disclosure to the Water Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.
- F. Covenantor desires and intends that in order to benefit the Water Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.
- G. Soil and Groundwater Management Plan and Remedial Action Alternative Report. A Soil and Groundwater Management Plan (SGMP), dated February 1, 2019, and a Remedial Action Alternative Report (RAAR) dated February 8, 2019, have been prepared by Envirocom to (1) manage any residual pollution that may be present on the Burdened Property during redevelopment construction at the Site, and (2) demonstrate that a risk-based corrective action and institutional control would be the most appropriate corrective action for the Burdened Property. The SGMP and RAAR are hereby incorporated into this Covenant by this reference, including any revisions or amendments that have been approved in writing by the Water Board. Copies of the SGMP and RAAR, including any amendments or revisions may be found on the Water Board's GeoTracker website at: <https://geotracker.waterboards.ca.gov>. Reference GeoTracker case # T10000008880 (former Dynamic Circuits).

ARTICLE I GENERAL PROVISIONS

- 1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety

or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Water Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Water Board.

- 1.2 Concurrence of Owners, Occupants, and Lessees Presumed. All Owners, Occupants, purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such Owners, Occupants, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Water Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.
- 1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.
- 1.4 Purpose. It is the purpose of this instrument to convey to the Water Board real property rights, which will run with the land to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

- 2.1 Water Board. "Water Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.
- 2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, re-grading, and paved parking areas, constructed or placed upon any portion of the Burdened Property.
- 2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.
- 2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.
- 2.5 Site Management Plan (SMP). The "Site Management Plan" or "SMP" shall mean the

(DATE), SMP prepared by COMPANY. It will also include any amendments or revisions, which have been approved in writing by the Water Board.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

- a. Development of the Burdened Property shall be restricted to industrial, commercial or office space and street and recreation/park uses.
- b. No residence for human habitation shall be permitted on the Burdened Property;
- c. No hospitals shall be permitted on the Burdened Property;
- d. No schools for persons under 21 years of age shall be permitted on the Burdened Property;
- e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Burdened Property;
- f. No Owners or Occupants of the Property or any portion thereof shall conduct any excavation work on the Property, unless expressly permitted in writing by the Water Board. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed by Covenantor or his agent in accordance with all applicable provisions of local, state and federal law;
- g. All uses and development of the Burdened Property shall be consistent with any applicable Water Board Order or Risk Management Plan, each of which is hereby incorporated by reference including future amendments thereto. All uses and development shall preserve the integrity of any cap, any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, unless otherwise expressly permitted in writing by the Water Board.
- h. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Water Board.
- i. The Owner or Occupant shall notify the Water Board of each of the following: (1) The type, cause, location and date of any disturbance to any cap, any remedial measures taken or remedial equipment installed, and of the groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Water Board, which could affect the ability of such cap or remedial measures, remedial equipment, or monitoring system to

perform their respective functions and (2) the type and date of repair of such disturbance. Notification to the Water Board shall be made by registered mail within ten (10) working days of both the discovery of such disturbance and the completion of repairs;

- j. The Covenantor agrees that the Water Board, and/or any persons acting pursuant to Water Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.
 - k. No Owner or Occupant of the Burdened Property shall act in any manner that will aggravate or adversely contribute to the existing environmental conditions of the Burdened Property. All use and development of the Burdened Property shall preserve the integrity of any capped areas.
- 3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Water Board, by reason of this Covenant, to have the authority to require that the Owner or Occupant modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Water Board to file civil actions against the Owner as provided by law.
- 3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 20__, and recorded on _____, 20__, in the Official Records of _____ County, California, as Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

- 4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Water Board for a written variance from the provisions of this Covenant.
- 4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Water Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.
- 4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"

GeoMax
Executive Officer
3460 Edward Avenue
Santa Clara, CA 95054

If To: " Water Board"

Executive Officer
Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612
GeoTracker # T10000008880

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Water Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument

is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

Covenantor: _____

By: _____

Title: _____

Date: _____

Agency: State of California, San Francisco Bay Regional Water Quality Control Board

By: _____

Title: Executive Officer _____

Date: _____

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

ACKNOWLEDGMENT

State of California

County of _____

On _____ (*insert date*), before me, _____ (*insert name and title of the officer*), personally appeared _____ [Covenantor], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

State of California

County of _____

On _____ (*insert date*), before me, _____ (*insert name and title of the officer*), personally appeared _____ [Executive Officer], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT E
GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Milpitas
Attn: Steven McHarris
455 East Calaveras Boulevard
Milpitas, CA 95035

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 086-036-030

Grant Deed

The undersigned Grantor(s) declare(s): City of Milpitas is exempt from property taxes
Documentary transfer tax is \$0.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area ☒ City of Milpitas

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GEOMAX, a California general partnership

hereby GRANT(S), subject to encumbrances of record, to
CITY OF MILPITAS, a California municipal corporation

the following described real property in the City of Milpitas, County of Santa Clara
State of California:

**PARCEL 6, as delineated upon that certain Map entitled "PARCEL MAP", filed for
record in the Office of the Recorder of the County of Santa Clara, State of
California, on November 28th, 1978 in Book 431 of Maps, at Pages 2 and 3.**

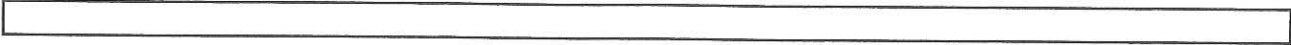
Dated: _____, 20__

GEOMAX, a California general partnership

By: _____

Name: _____

Its: _____



ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, to the **City of Milpitas**, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Milpitas, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of Milpitas on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

CITY OF MILPITAS

By _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY
MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL
PROPERTY LOCATED AT 1831-1841 TAROB COURT (APN 086-036-030) WITHIN THE TRANSIT AREA
SPECIFIC PLAN TO ACCOMMODATE EXTENSIONS OF S. MILPITAS BOULEVARD AND
SANGO COURT**

WHEREAS, Section I-2-12.01 of the Milpitas Municipal Code exempts the purchase or lease of real property from the procedures set forth in the Purchasing Ordinance (Chapter 2 of Title I) and authorizes the City Council to otherwise proceed in accordance with law; and

WHEREAS, pursuant to Government Code Section 37350 the City of Milpitas (the “City”) has full authority to purchase real property for the common benefit; and

WHEREAS, it is desirable and necessary for the City to acquire certain real property and interests in real property to accommodate extensions of S. Milpitas Boulevard and Sango Court; and

WHEREAS, the subject property is a 2.48-acre site with a vacant 40,474 square foot industrial building located at 1831-1841 Tarob Court. The site is bounded by E. Penetencia Creek to the north, a new multi-family residential development under construction to the east, the existing legal non-conforming industrial use to the south, and a recently-approved multi-family affordable housing site to the west. The site resides within the Transit Area Specific Plan (TASP) with a land use designation of Very High Density Transit Oriented Residential and a TASP Zoning of R4-TOD; and

WHEREAS, the legal description of the property interests to be acquired is attached as Exhibit A to the Purchase and Sale Agreement, and maps depicting the area to be acquired and diagrams showing the general location and extent of the property to be acquired are contained in the Appraisal Report attached to the Agenda Report; and

WHEREAS, the City Council adopted the TASP in June 2008 to support future Bay Area Rapid Transit (BART) service, as well as existing Valley Transportation Authority (VTA) transit options in the community and, since that time, the TASP has facilitated the transformation of an older industrial area into a vibrant, high-intensity mixed-use, transit-oriented district, with planned public parks and open space; and

WHEREAS, public improvements and services are needed to serve the TASP area’s existing and future residents and workers, including streets, parks, pedestrian/bike bridges, community facilities, sewer and water facilities, and storm drainage; and

WHEREAS, the TASP is accompanied by a separate Transit Area Development Impact Fee (TADIF) financing strategy to ensure that the TASP is fiscally responsible with TADIF fees paid by development occurring exclusively within the TASP area and applied to construction of streets, parks, and infrastructure, and such funds are available for the purchase of this property; and

WHEREAS, in compliance with the TASP and the TADIF program, S. Milpitas Boulevard is currently being constructed southward between Great Mall Parkway and E. Penetencia Creek where a vehicle and pedestrian bridge is required. The City is near completion of construction plans for the E. Penetencia Creek crossing and is in need of acquiring the subject property to accommodate both the creek crossing landing and the roadway connection to Sango Court and Tarob Court, as identified in both the TASP and the TADIF; and

WHEREAS, the City prepared and certified a programmatic Environmental Impact Report (EIR) in conjunction with adoption of the TASP and in accordance with the requirements of the California Environmental Quality Act (CEQA). The purchase of the subject property is consistent with the adopted TASP EIR and subsequent development will implement the vision, goals, and policies of the TASP, as more particularly set forth in the Agenda Report; and

WHEREAS, the City and the property owner established a fair market value for the subject site based on two

independent appraisals and a third appraisal evaluation. The two appraisals identified a value of \$9,590,000 and \$13,070,000. The third appraisal evaluation cited the \$9,590,000 (\$88.81/SF) price as the appropriate fair market value, which is the purchase and sale price recommended by staff; and

WHEREAS, implementation of the proposed Purchase and Sale Agreement will conform with the TASP and benefit the public as:

- It will provide the precise locations needed for both the Penetencia Creek crossing, the continued southerly extension of S. Milpitas Boulevard, and the ½ street Sango Court section along the subject property. This would connect S. Milpitas Boulevard to Sango Court and Tarob Court. These ultimate connections will provide this residential TASP neighborhood with direct pedestrian and vehicle access to the Milpitas BART station and locations beyond; and
- It addresses land dedication in that this particular planned road segment bisects the subject property, creating a significant challenge on the property owner's ability to dedicate the entire S. Milpitas Boulevard bisecting the site and requiring full street dedication for S. Milpitas Boulevard and ½ street dedication for Sango Court, along with frontage improvements (paving, curb, gutter, sidewalk, street lights, bridge landing, and landscaping) for both of these streets, since South Milpitas Boulevard extension is not sited along the subject property lines and the extension of Sango Court is needed along the southern property line; and

WHEREAS, the timing for purchase of this property is in alignment with the upcoming Milpitas BART station opening, the City's approved Capital Improvement Project for the East Penetencia Creek crossing, as well as the residential development currently taking place in this area of the TASP.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby authorizes the City Manager to execute a Purchase and Sale Agreement and all related closing documents for the purchase of real property located at 1831-1841 Tarob Court (APN 086-036-030) in Milpitas, California, as more particularly described on the legal description attached as Exhibit A to the Purchase and Sale Agreement, for the amount of \$9,590,000.00, subject to approval as to form by the City Attorney.

PASSED AND ADOPTED this _____, day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



ASSOCIATED
RIGHT OF WAY
SERVICES, INC.



No. 18076

Appraisal Report

for

City of Milpitas

TASP Park and Roadway Infrastructure Project

GEOMAX Property

1841 Tarob Court

Milpitas, CA

APN: 086-36-030

Prepared by:

Brian C. Drake, R/W-AC

Appraiser

December 2018

Associated Right of Way Services, Inc.

2300 Contra Costa Blvd., Suite 525

Pleasant Hill, CA 94523

925.691.8500

December 12, 2018

Steve Chan, T.E., E.E.
Transportation and Traffic Manager
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Re: TASP Park and Roadway Infrastructure Project
Owner: GEOMAX
Property Address: 1841 Tarob Court, Milpitas, CA
APN: 086-36-030

Dear Mr. Chan:

In accordance with our contract with the City of Milpitas, an appraisal has been made of the fair market value of the above referenced property as requested for the TASP Park and Roadway Infrastructure Project. The proposed property interest to be acquired is the full fee simple acquisition of the subject property.

This Appraisal Report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2(a). This report contains a description of the subject property, the property rights to be acquired, a valuation conclusion for the property to be acquired and an estimate of just compensation. I have completed an inspection of the subject, gathered pertinent information, sales and other data relevant to the valuation and analyzed the data to reach my conclusions.

The property owner was sent a Notice of Decision to Appraise letter on November 1, 2018. Property owner George Quinn accompanied me during an inspection of the property on November 20, 2018. Neil Lefmann, MAI, SRA, appraiser for the owner; Mason McKellips, providing Phase 1 ESA services for the Client; and the owner's environmental specialist were also present at the time of the site visit. The date of value is the date of the site inspection.

The opinion of the fair market value of the property interests considered for acquisition for the project is as shown in the following Summary of Salient Facts and Estimate of Just Compensation, which is made a part of this transmittal letter and appraisal report. The accompanying report is submitted for your review and approval for acquisition purposes and is subject to the Assumptions and Limiting Conditions included herein.

Sincerely,



Brian C. Drake, R/W-AC
State Certified General Appraiser
CA License No. AG031568

Summary of Salient Facts and Estimate of Just Compensation

Fee Simple Interest and Estimate of Just Compensation	
	\$9,590,000 (Nine Million Five Hundred and Ninety Thousand Dollars)

Date of Valuation:	November 20, 2018 (date of site visit)
Assessor's Parcel Number:	086-36-030
Property Location/Address:	1841 Tarob Court, Milpitas, CA
Owner:	GEOMAX
Owner's Contact Information:	George Quinn: 408-330-0801
Owner's Address:	3460 Edward Avenue, Santa Clara, CA
Owned Since:	For more than five years
Occupied By:	The property is currently not occupied
Principal Improvements:	Industrial building measuring 40,474 gross square feet
Total Site Area:	107,985 square feet or approximately 2.48 acres
Zoning:	R4-TOD – Multi-Family Residential, Very High Density / Transit-Oriented Development Overlay
General Plan/ Transit Area Specific Plan:	Multi-Family Residential, Very High Density (VHD) 31-40 units/gross acre; 41 up to 60-90 units/gross acre in TOD
Highest and Best Use	
As If Vacant:	Development of a multifamily residential project at the highest density allowed under the zoning and accepted by the market
As Improved:	Demolish the subject's existing improvements, which are judged to have no remaining economic life, and develop the site consistent with the highest and best use as if vacant

Flood Hazard Information: Flood Zone A, Map No. 06085C0067J, dated February 19, 2014

Earthquake Information: Not located in an Earthquake Fault Zone

The intent of this appraisal assignment is to conduct an investigation approximating the thoroughness that a typical buyer would conduct when considering similar property on the open market in the subject's neighborhood and competing markets, and in conformance with the necessary policies and techniques used by appraisers in developing an estimate of fair market value.

An inspection of the subject was conducted to determine size, condition and utility of the property. The subject's industrial use became a legal non-conforming use subsequent to the adoption of the Transit Area Specific Plan (TASP) in June 2008 and conforming rezoning of the property to Multi-Family Residential, Very High Density with a Transit-Oriented Development Overlay. In January 2017, the property was vacated and the industrial use became discontinued for a continuous period of more than one year. In accordance with Section XI-10-56.03 of the Milpitas Municipal Code, the prior non-conforming use may only be replaced with a conforming use. The highest and best use of the subject property is determined to be to redevelop the site for multifamily residential purposes. The value of the land has been estimated by applying the sales comparison approach. Searches of public records, real estate listings and sales services were employed to obtain data. Relevant property sales were researched and confirmed to the extent possible. The conclusion of value for the sales comparison approach is determined following appropriate adjustments to properties that have sold and are similar to the subject, considering the unit prices paid in the market for this type of property. The concluded unit value is applied to value the subject property. The income and cost approaches are not considered applicable to this assignment since these approaches do not typically apply to the valuation of land.

Subject Location Map

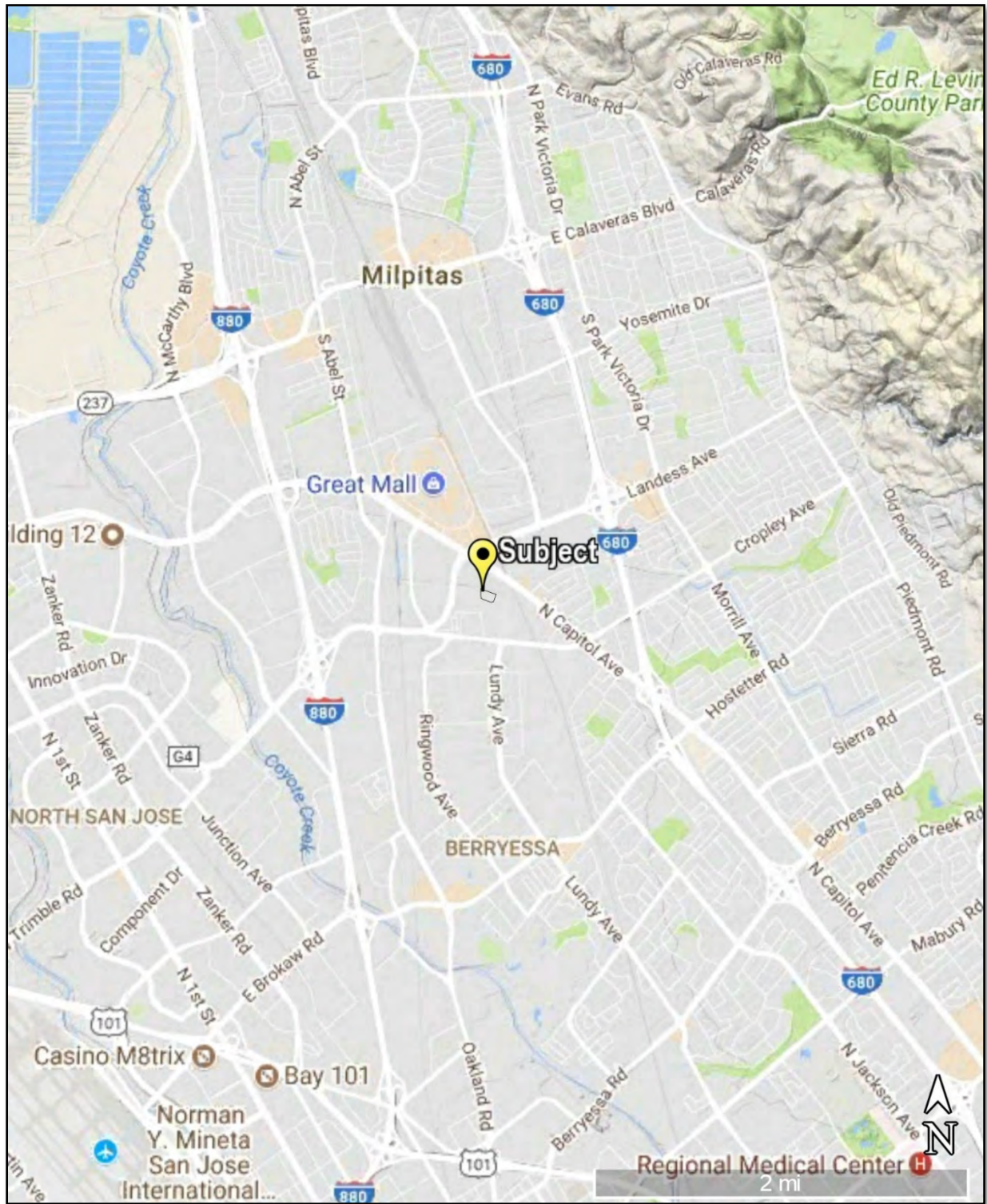


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ADDENDA

COMPARABLE LAND SALE PARCEL MAPS
NOTICE OF DECISION TO APPRAISE
ZONING EXCERPTS
BUILDING AREA CALCULATIONS
MILPITAS PLANNING COMMISSION STAFF REPORT
PHASE I ENVIRONMENTAL SITE ASSESSMENT SUMMARY
CONDITION OF TITLE GUARANTEE
APPRAISER QUALIFICATIONS

Introduction

Purpose of the Appraisal

The purpose of this appraisal is to furnish an opinion of the fair market value of the full fee simple acquisition of the subject property for the TASP Park and Roadway Infrastructure Project.

Scope of Assignment

The Appraiser inspected the subject to determine the size, condition, and utility of the land and impacted improvements. Descriptive data about the subject was gathered from online data resources, such as public record summary, assessor's parcel map, aerial map, and flood map, in addition to data provided by the Client or owner. Planning department personnel with the City of Milpitas were contacted and the City's website utilized to obtain data about land use ordinances as they apply to the subject. Macro and micro-economic information was gathered from the Internet and various news publications. Market participants were interviewed. Analysis of market conditions was completed, both general and specific to the market. Searches of public records, real estate listings and sales services were employed to obtain comparable data. Relevant property sales were researched and confirmed to the extent possible. The data and conclusions are set out in the Valuation section of this report.

The Appraisal Report conforms to Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the Client and for the intended use stated in this report. The Appraiser is not responsible for unauthorized use of this report. The intent of this report is to provide sufficient data and analysis so as to have no misleading information and a conclusion of value of high reliability.

Intended Use of the Appraisal

The intended use of the appraisal and report is to provide the City of Milpitas with a basis for determining just compensation to be offered and payable to the property owner for the proposed full acquisition of the subject property. The appraisal report is subject to administrative review by the Client.

Client and Intended User of the Appraisal

The Client and the intended user of this appraisal report is the City of Milpitas.

Date of Valuation

The property in this report has been valued as of November 20, 2018. The date of value is the date of the site inspection.

Property Interest Appraised

This appraisal addresses the fee simple estate in the subject property. The fee simple estate is defined as follows:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

(The Dictionary of Real Estate Appraisal, Sixth Edition, published by the Appraisal Institute)

Market Value Defined

(California Code of Civil Procedure, Section 1263.320)

- “(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- (b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.”

Reasonable Exposure Time

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines exposure time as follows:

“EXPOSURE TIME: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.”

Exposure time is presumed to be a reasonably adequate and sufficient period of time with adequate effort necessary to result in a sale fulfilling the definition of value. It is presumed to be a period immediately preceding the effective date of value. However, based on the definition of market value under the Code of Civil Procedure cited above, developing an opinion of exposure time is not required. An opinion of exposure time has not been developed for this appraisal.

Certification of Appraiser

Property Owner	Assessor's Parcel Number
GEOMAX	086-36-030

I hereby certify that to the best of my knowledge and belief:

I have personally inspected the property that is the subject of this report.

The statements of fact contained in the appraisal report are true and correct, and the information upon which the opinions expressed therein are based is correct; subject to the Limiting Conditions therein set forth.

I understand that such appraisal may be used in connection with the proposed acquisition of the entire subject property to be acquired by the City of Milpitas; that such appraisal has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to the appraisal of right of way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of the State of California.

Neither my employment nor my compensation for completing this assignment is in any way contingent upon the values reported herein. My compensation is not contingent upon the developing or reporting of predetermined values or direction in value that favors the cause of the Client, the amounts of the value opinions, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

The owner or representative for the owner has been given an opportunity to accompany me during the inspection of the subject property.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services as an Appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding the acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are my own personal, impartial, unbiased professional analyses, opinions, and conclusions.

Any decrease or increase in the fair market value of the subject real property prior to the date of valuation caused by the project or improvements for which the subject property is acquired, or by the likelihood that the property would be acquired for such project or improvements, other than due to physical deterioration within the reasonable control of the owner, has been disregarded in appraising the subject property.

The reported analyses, opinions, and conclusions were developed, and this report, to the best of my knowledge and belief, has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP).

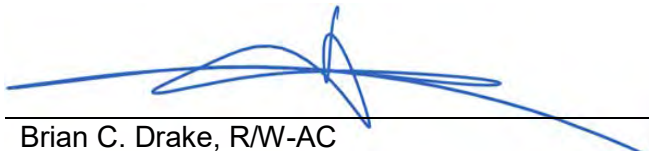
The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the Standards and Ethics Education Requirement for Practicing Affiliates of the Appraisal Institute.

The opinion of fair market value for the proposed acquisition of the entire subject property as of the date of valuation is set forth in the Summary of Salient Facts and Estimate of Just Compensation and is based upon my independent appraisal and the exercise of professional judgment.

John Russell, Appraisal Research Analyst with AR/WS, aided in the writing of portions of this report, market research, data collection and confirmation of comparable data. No one else provided significant real property assistance to the person signing this certification.

I hereby certify that my opinion of the market value of the property appraised as described in this report is included herein and that my opinions and conclusions were made subject to the Assumptions and Limiting Conditions in this report and without collusion, coercion or direction from anyone as to value.

December 12, 2018
Date



Brian C. Drake, R/W-AC
State Certified General Appraiser
CA License No. AG031568

Inspection Date(s):
November 20, 2018

Assumptions and Limiting Conditions

The following Assumptions and Limiting Conditions have been relied upon and used in making this appraisal and estimating the respective values required by the purpose of the appraisal and its intended use.

- No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated in this report.
- The property is appraised free and clear of any or all liens and encumbrances, unless otherwise stated in this report.
- Responsible ownership and competent property management are assumed, unless otherwise stated in this report.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- Sketches, plat maps, or photographs contained in this report are included to assist the reader in visualizing properties and no survey has been made of the property by the Appraiser.
- No responsibility is assumed for discovery of hidden or non-apparent conditions of the property, subsoil, or the structures that render it more or less valuable. Encroachment of real property improvements is assumed to not exist. No responsibility is assumed for arranging for engineering studies or a survey, which may be required to discover these conditions.
- It is assumed that the subject is in full compliance with all applicable Federal, State, and local environmental regulations and laws, unless otherwise stated in this report.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this report.
- It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value conclusions contained in this report are based.
- The Appraiser is not a soil expert. The existing soil and substructure has been assumed adequate for existing or proposed uses unless contrary information is provided and contained in this report. It is advisable to have a soil analysis and report completed by a qualified soil engineer, or other qualified expert, so that any interested party will become knowledgeable as to the important soil information including seismic data, soil contaminants, type of fill, if any, or other relevant matters.

- Unless otherwise stated in this report, it is assumed that there are no hazardous or toxic substances in the soil comprising the subject land.
- Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature and would restrict access by disabled individuals may adversely affect the property's values, marketability, or utility.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written prior consent of the Appraiser, and in any event, only with proper written qualification and only in its entirety.
- The delivery and/or possession of this report does not require the Appraiser to attend or give testimony at any meeting, public hearing, pretrial conference, deposition or court trial unless there is a written agreement between the Appraiser and the party possessing or relying on this report or requesting such services.
- Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the Appraiser, or the firm with which the Appraiser is connected*) shall be disseminated to the public through advertising, public relations, news sales, or other media.

Project Assumptions and Limiting Conditions

- A condition of title guarantee prepared for the subject property by a title company was reviewed and is displayed in the Addenda of this report. The Appraiser relied on information contained in the report including the ownership, legal description of the subject property, and title exceptions.
- The Jurisdictional Exception Rule of the Uniform Standards of Professional Appraisal Practice (*USPAP*) is invoked where the USPAP requirements conflict with federal or state laws relating to appraisals for the acquisition of real property by public agencies. The exceptions include the disregard of the proposed public project, which is included as a hypothetical condition within this report. Disregarding the proposed public project as required by California Code of Civil Procedure Section 1263.330 is contrary to Standards Rule 1-2(e) because the effects of the public project and proposed acquisitions on the subject's property value are being ignored. In addition, Evidence Code Section 822 excludes using comparable data involving acquisitions by public agencies having the

power of eminent domain, listings and offers, assessed values and appraising any property or property interest other than that being valued. This may conflict with Standards Rule 1-4, which requires the appraiser to collect, verify and analyze all information necessary for credible assignment results and further specifies that the appraiser analyze such comparable sales data as are available to indicate a value conclusion.

Hypothetical Conditions

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines hypothetical condition as follows:

“HYPOTHETICAL CONDITION: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

The following hypothetical condition is used for this appraisal and may affect the assignment results:

The analysis of the subject of this appraisal is made under the hypothetical condition that the project and steps leading up to the project do not exist.

Extraordinary Assumptions

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines extraordinary assumptions as follows:

“EXTRAORDINARY ASSUMPTION: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

The following extraordinary assumptions are used for this appraisal and may affect the assignment results:

- In response to an appeal by the owner of a determination by Planning Department Staff on August 3, 2018 that the nonconforming industrial use previously located on the subject property had been discontinued for a continuous period of more than one year, and in

accordance with the City of Milpitas Zoning Ordinance Section XI-10-56.03, cannot be replaced with a different industrial nonconforming use, Planning Department Staff recommends to the Planning Commission to deny the appeal based on findings outlined in a Milpitas Planning Commission Staff Report, dated September 26, 2018. It is an extraordinary assumption of this appraisal that the Planning Commission will uphold the Planning Department Staff's determination.

- A&M Environmental Services (A&M) performed a Phase I Environmental Site Assessment (ESA) for the subject property. A&M discovered through interviews, site inspection, and review of subject property files that site investigations in the late 1980s and early 1990s showed the presence of soil and groundwater pollution beneath the site. On October 29, 2018, Envirocom submitted a Phase II Report for Additional Subsurface Investigation for the subject property. The result of this investigation reported minimal impact to the subject property in A&M's review of Phase II ESA; however, residual concentrations of COCs were detected in groundwater samples collected at the site. A&M has stated that all remaining COCs are either just slightly above or below Low Risk Closure Policy levels of the California State Water Board and are at levels that pose little to no threat to human health, safety, or the environment, and based on the results of the Phase I ESA and the future intended use of the property for public road improvements and open space park, it is A&M's opinion that further investigation is not warranted. It is an extraordinary assumption of this appraisal that no environmental remediation would be required regarding the subject property if improved to its highest and best use.

General Information

Region, City and Neighborhood Data



The subject property is located in the City of Milpitas, within the County of Santa Clara. Santa Clara County is included as one of the nine counties that comprise the San Francisco Bay Area, located at the southern end of the San Francisco Bay between the Diablo Range to the east and the Santa Cruz Mountains to the west, encompassing 1,312 square miles.

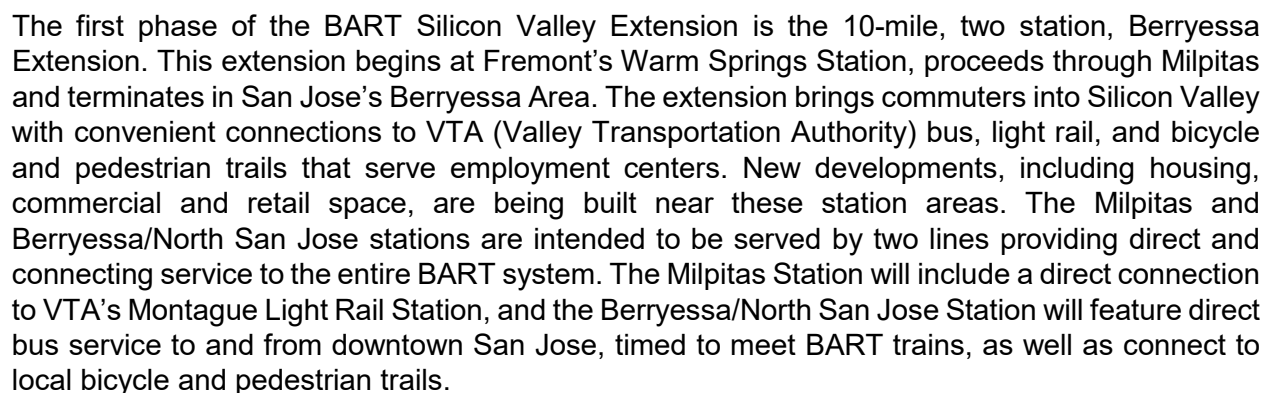
Santa Clara County is the center of an area known as "Silicon Valley," so named because this is the birthplace of the computer chip and the resulting high-tech employment sector. Santa Clara County is a global economic center for high technology and has the third highest GDP per capita in the world (after Zurich, Switzerland and Oslo, Norway), according to the Brookings Institution. The County's

concentration of wealth, primarily due to the tech industry, has made it one of the most affluent places in the United States.

According to the California Department of Finance, as of January 2018, the County had an estimated population of 1,956,598. There are 15 incorporated cities and towns in Santa Clara County. The county seat and largest city is San Jose, the 10th most populous in the nation and the 3rd most populous in the state, with a current population estimate of 1,051,316. Milpitas is home to approximately 74,865 people.

Milpitas is often referred to as a crossroads for the region, with much of the land within the city limits situated between two major freeways (I-880 and I-680). To the west of I-880 is a largely industrial and commercial area. Most of the land within the city limits to the south between the two freeways is improved with industrial uses while residential neighborhoods are prominent in the northern half. Properties to the east of I-680 are primarily residential or undeveloped hillside. Although much of the land within the city limits to the south between I-880 and I-680 is and was improved with industrial, a significant portion of this area has been designated by Milpitas's General Plan and has already transitioned to high density residential development, influenced by the light rail that had been placed in service in 2004 and the Bay Area Rapid Transit (BART) extension.

A 16-mile extension of the BART system, currently being built, proposes to connect the Warm Springs BART Station located in the southern part of the City of Fremont, where it previously had terminated, passing through Milpitas to downtown San Jose. A major multimodal station is under construction near the intersection of Montague Expressway and Capitol Avenue in an area of the City's Transit Area Specific Plan, where the subject is located (see the following exhibit).



10

City of Milpitas

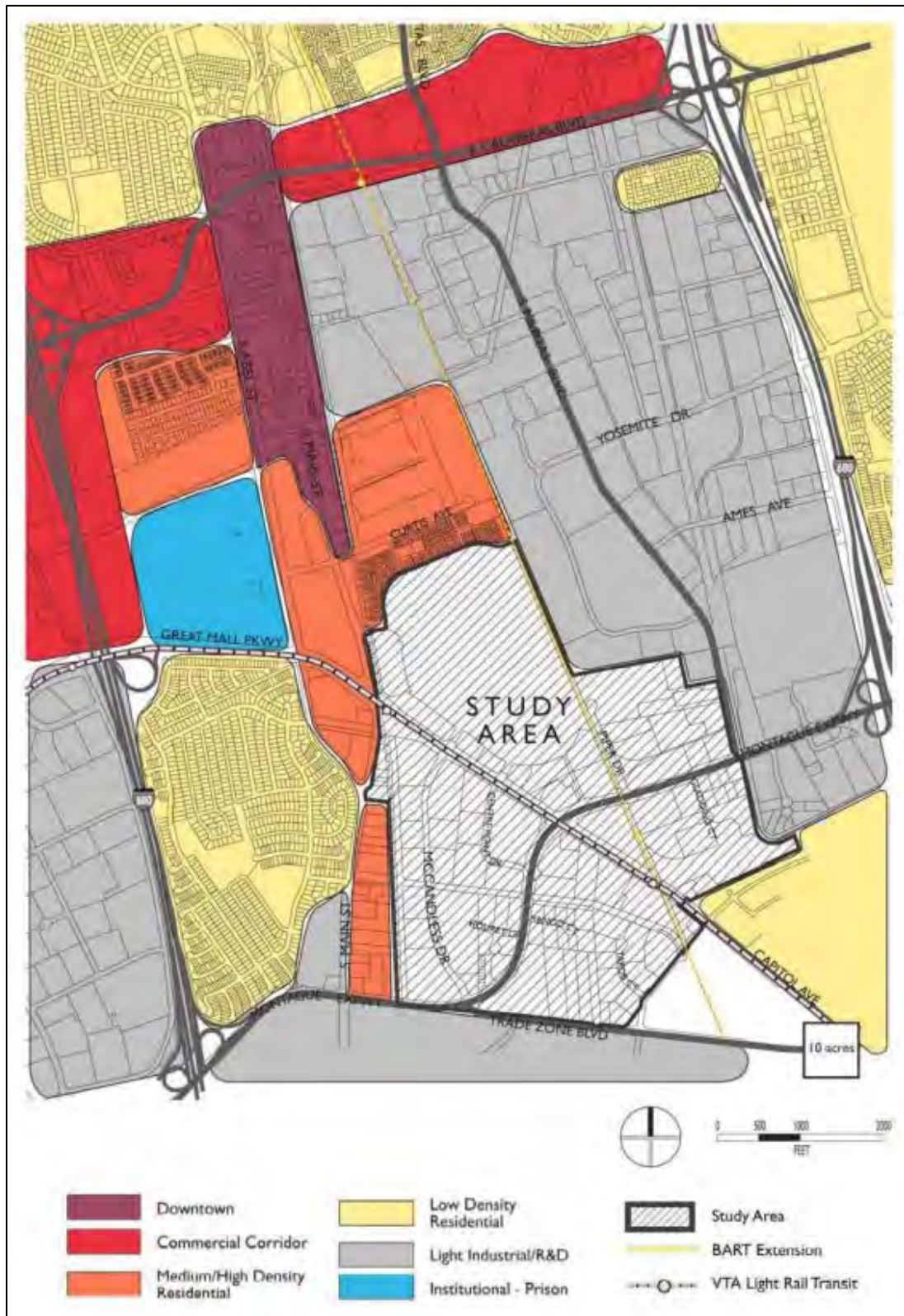
TASP Park and Roadway Infrastructure Project

APN: 086-36-030 – GEOMAX

The subject is included in an area defined by the Milpitas Transit Area Specific Plan (TASP), adopted June 2008, which covers approximately 437 acres centered on a roughly one-half mile radius around the Milpitas BART Station, bounded by the Great Mall and a railroad spur to the north; Trade Zone Boulevard, Lundy Place, and Trimble Road to the south; the Union Pacific Railroad line and Main Street to the west; and South Milpitas Boulevard and Berryessa Creek to the east (see exhibit displayed on the following page). The TASP envisions the transition of older industrial uses to high-intensity mixed-use development, with housing, office, retail, restaurants, personal services, hotels, parks, and community facilities, much of which has already occurred or is occurring within the plan area.

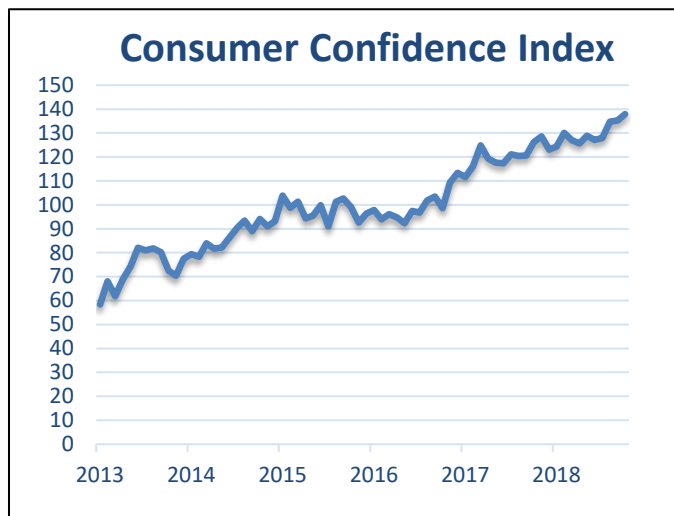
The subject is included in the Trade Zone/Montague Sub-District of the TASP. The subdistrict is located east of Montague Expressway and south of Capitol Avenue, extending to the city limits on Trade Zone Boulevard and Lundy Place. For the Tarob Court side of the sub-district, the TASP envisions a moderate-to-high density residential area, with ample green space in the form of a large park (proposed on a portion of the subject property) and trails along Penitencia Creek. The Capitol Avenue and Montague Expressway portions of the subdistrict are intended to be lined by mid-rise and high-rise mixed-use buildings. Construction is already underway on 89 proposed townhomes included in the development of the Parkside at Tarob Court Project, located adjacent to the subject. Two five-story mixed-use apartment buildings, with a total of 582 dwelling units and 5,000 square feet of retail space, is currently being built on the north side of Penitencia Creek, directly across from the subject. These are two of a number of high-intensity residential mixed-use projects occurring within the TASP surrounding the Milpitas BART station.

Transit Area Specific Plan Exhibit



Real Estate Market Conditions

According to the Federal Reserve, economic activity in the Twelfth District continued to expand at a moderate pace during the reporting period of September through early October. Conditions in the labor market tightened noticeably, and wage pressures picked up. Price inflation increased moderately. Sales of retail goods picked up slightly, while activity in consumer and business services was solid. Activity in the manufacturing sector expanded moderately, and conditions in agriculture improved somewhat. Contacts reported that residential and commercial real estate market activity expanded at a strong pace. Lending activity picked up moderately.

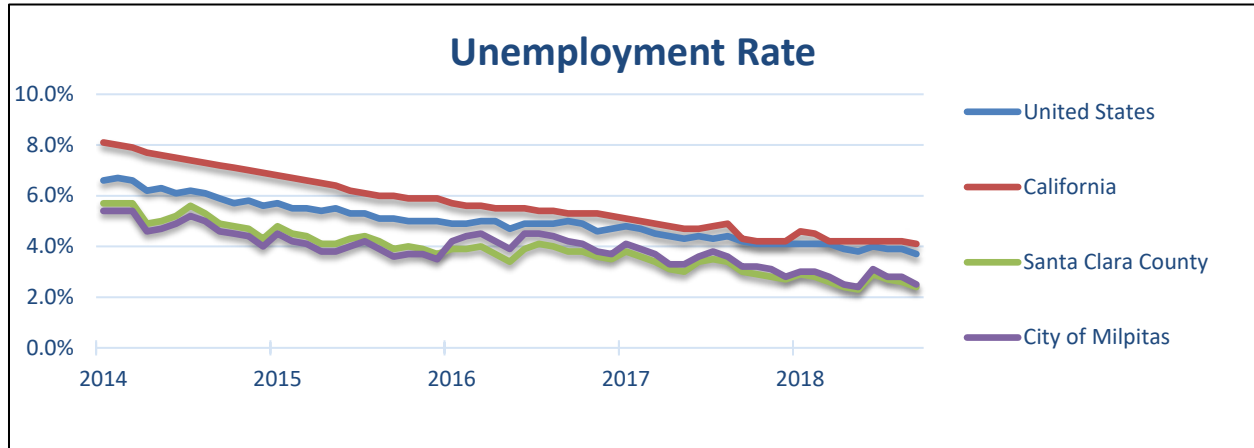


The Conference Board Consumer Confidence Index (CCI) is a barometer of the health of the U.S. economy from the perspective of the consumer. The index is based on consumer's perceptions of current business and employment conditions, as well as their expectations for six months regarding business conditions, employment conditions, and income. On a national level, Americans' assessment of current conditions has been favorable in the past few years following an extended period of instability and a pro-longed recession. After falling to a low of 25.3 in February 2009, the Conference Board

Consumer Confidence Index has increased steadily and now stands at 138.4 as of September 2018, its highest level in 18 years. Comparatively, the index stood at 120.6 in September 2017. Most analysts consider an index of 90 as indicating a stable economy.

According to the United States Department of Labor, Bureau of Labor Statistics, the United States had an unemployment rate of 3.7% in September 2018, which is down from 4.2% a year prior. The unemployment rate is defined as the percentage of unemployed workers in the total labor force and is recognized as a key indicator of labor market performance. When workers are unemployed, their families lose wages, and contribution to the economy in terms of the goods or services that could have been produced are lost. Unemployed workers also lose purchasing power, which can lead to unemployment for other workers, creating a ripple effect that impacts the entire economy. The California Employment Development Department reports that the State had an unemployment rate of 4.1% in September 2018, a decrease of 0.2% year-over-year. Santa Clara County had an unemployment rate of 2.4%, as reported for the month of September 2018, and the City of Milpitas, 2.5%, which both figures are down from 3.0% and 3.2%, respectively, this time in 2017.

The following graph shows unemployment rates since 2014 for the nation, state, region, and City of Milpitas.

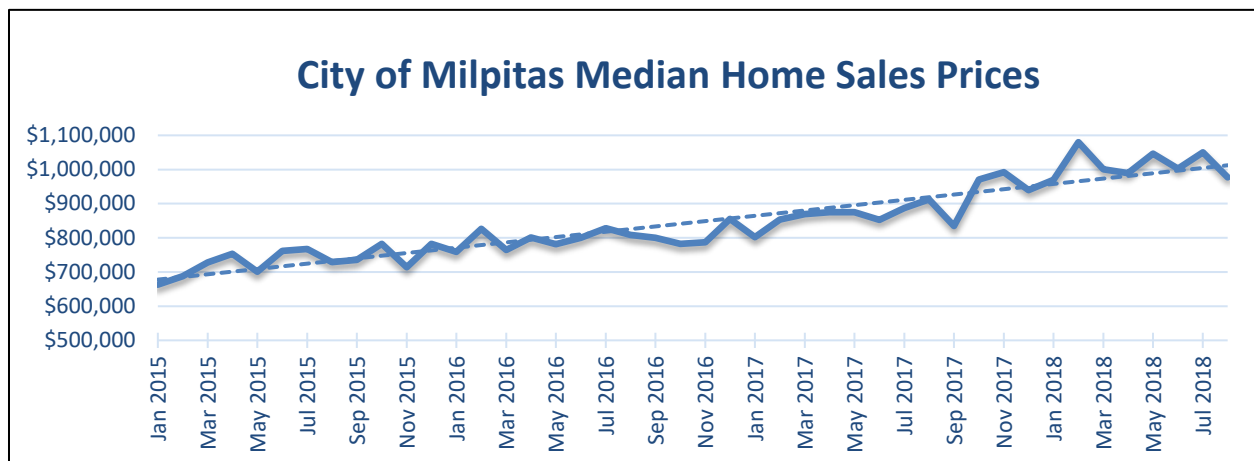


There were an estimated 1,041,900 jobs in Santa Clara County as of September 2018, an increase of 26,400 jobs from a year prior, and the City of Milpitas had an estimated 41,500 jobs, an increase of 1,100 jobs over that same time period.

Residential Market

Generally, housing is seen as one of the sectors to rise or fall as economic conditions improve or degrade. Housing starts and building permits can be indicators of activity in the housing market. New residential housing construction also generally contributes to other types of production in the economy.

The following chart shows the growth of median home sale prices in the City of Milpitas since 2015 based on data from CoreLogic. Although there are some fluctuations in the median home price from month to month, the trend line shows the market consistently moving in a positive direction over the last several years.



City of Milpitas

TASP Park and Roadway Infrastructure Project

APN: 086-36-030 – GEOMAX

The median home sales price in Santa Clara County in August 2018 was \$1,120,000, up 19.8% from \$935,000 in August 2017, according to CoreLogic. The median home sales price in Milpitas over the same time period was \$977,000, up 7.1% from \$912,500.

Area	# Sold	Median Price August 2018	Median Price August 2017	% Change Year to Year
Santa Clara County	1,692	\$1,120,000	\$935,000	19.8%
Campbell	49	\$1,205,000	\$1,200,000	0.4%
Cupertino	38	\$1,807,500	\$1,981,500	-8.8%
Gilroy	70	\$740,000	\$685,000	8.0%
Los Altos	36	\$3,414,000	\$2,892,500	18.0%
Los Gatos	51	\$1,600,000	\$1,652,500	-3.2%
Milpitas	111	\$977,000	\$912,500	7.1%
Morgan Hill	89	\$980,000	\$803,000	22.0%
Mountain View	72	\$1,780,000	\$1,425,000	24.9%
Palo Alto	51	\$3,188,000	\$2,672,750	19.3%
San Jose	842	\$985,000	\$821,000	20.0%
Santa Clara	98	\$1,285,000	\$1,157,500	11.0%
Saratoga	36	\$2,627,500	\$2,460,100	6.8%
Stanford	3	\$2,935,000	n/a	n/a
Sunnyvale	130	\$1,446,500	\$1,325,000	9.2%

Source: CoreLogic

Fueled by the tech industry, the Bay Area economy continues to experience upwards growth, according to the Kidder Mathews *Bay Area Multifamily Report*, Q3 - 2018. Demand for housing remains strong, placing pressure on developers to deliver units, especially in urban areas. Average rental rates currently stand at a high \$2,729 across all nine counties in the Bay Area, compared to \$2,620 from the prior year. San Francisco commands the highest average asking rent at \$3,583, as ongoing strong demand outpaces the City's supply. Of notable interest are the climbing rents in San Mateo County. Rents have increased 6.10% year-over-year in this region and are currently at an average rate of \$3,070. Further, Alameda County rents rose to an average of \$2,464, experiencing a 3.2% rental growth year-over-year. Oakland is a popular location for many people, as it provides them a cheaper living situation than neighboring areas and allows easy access to San Francisco. By the end of the third quarter, average rates stood at \$2,670 in Oakland. Looking into the fourth quarter and the first half of 2019, Kidder Mathews has forecasted rents to increase in the Bay Area by an average of 2.8%.

The following table displays county statistics for multifamily residential activity in the 3rd quarter of 2018, as reported by Kidder Mathews.

County Statistics									
County	Total Units	Units Planned	Units Under Construction	Quarterly Deliveries	Average Asking Rents	Vacancy	Rent Growth (YOY)	Unemployment	Avg Cap Rate
San Francisco	43,638	4,800	4,472	467	\$3,583	4.4%	3.60%	2.4%	N/A
San Mateo	30,577	1,406	1,962	0	\$3,070	4.1%	6.10%	2.3%	N/A
Santa Clara	109,486	5,741	9,892	0	\$2,874	3.6%	4.70%	2.7%	4.4%
Alameda	65,866	8,172	6,938	0	\$2,464	3.9%	3.20%	3.2%	4.3%
Contra Costa	29,666	2,209	552	0	\$2,137	3.9%	2.10%	3.3%	4.6%
Marin	6,957	0	0	0	\$2,783	2.6%	4.00%	2.5%	N/A
Napa	3,140	0	282	0	\$2,094	2.3%	4.80%	2.9%	N/A
Sonoma	12,845	828	446	0	\$2,051	3.7%	5.90%	2.9%	N/A
Solano	12,666	0	82	0	\$1,733	3.6%	4.00%	4.1%	5.1%
Total	314,841	23,156	24,626	467	\$2,729	3.6%	4.30%	2.9%	4.6%

Source: Kidder Mathews, Q3 2018 Bay Area Multifamily Report

The City of Milpitas has seen a surge in building permits for new housing over the past several years. According to the US Census Bureau, as of September 2018 (the most recent data available), there were 373 new permits for the year-to-date. New permits for September of 2017 totaled 295 over the same time period, expressing a 26% increase in permits between September 2017 and September 2018. Permits for September 2016 totaled 116 for the year-to-date, showing a 154% increase from 2016 to 2017. These recent escalations express the demand for residential development in the area and exhibit the increasing interest of developers wanting to invest in housing projects.

Project Description

The Milpitas Transit Area Specific Plan (TASP) was adopted June 2008 with the goal transforming an older light industrial district in south Milpitas near the Great Mall in an effort to meet the high demand for housing, retail, offices, and take advantage of public investment in BART and the VTA Light Rail system. The TASP creates a structure for a walkable, transit-oriented area with a mix of land uses to encourage walking, biking, and transit trips and minimize vehicle congestion. Based on City Council direction, the Draft Preferred Plan proposes redevelopment of the 437-acre plan area with 7,109 dwelling units, 993,843 square feet of office space, 340 hotel rooms and 287,075 square feet of retail space.

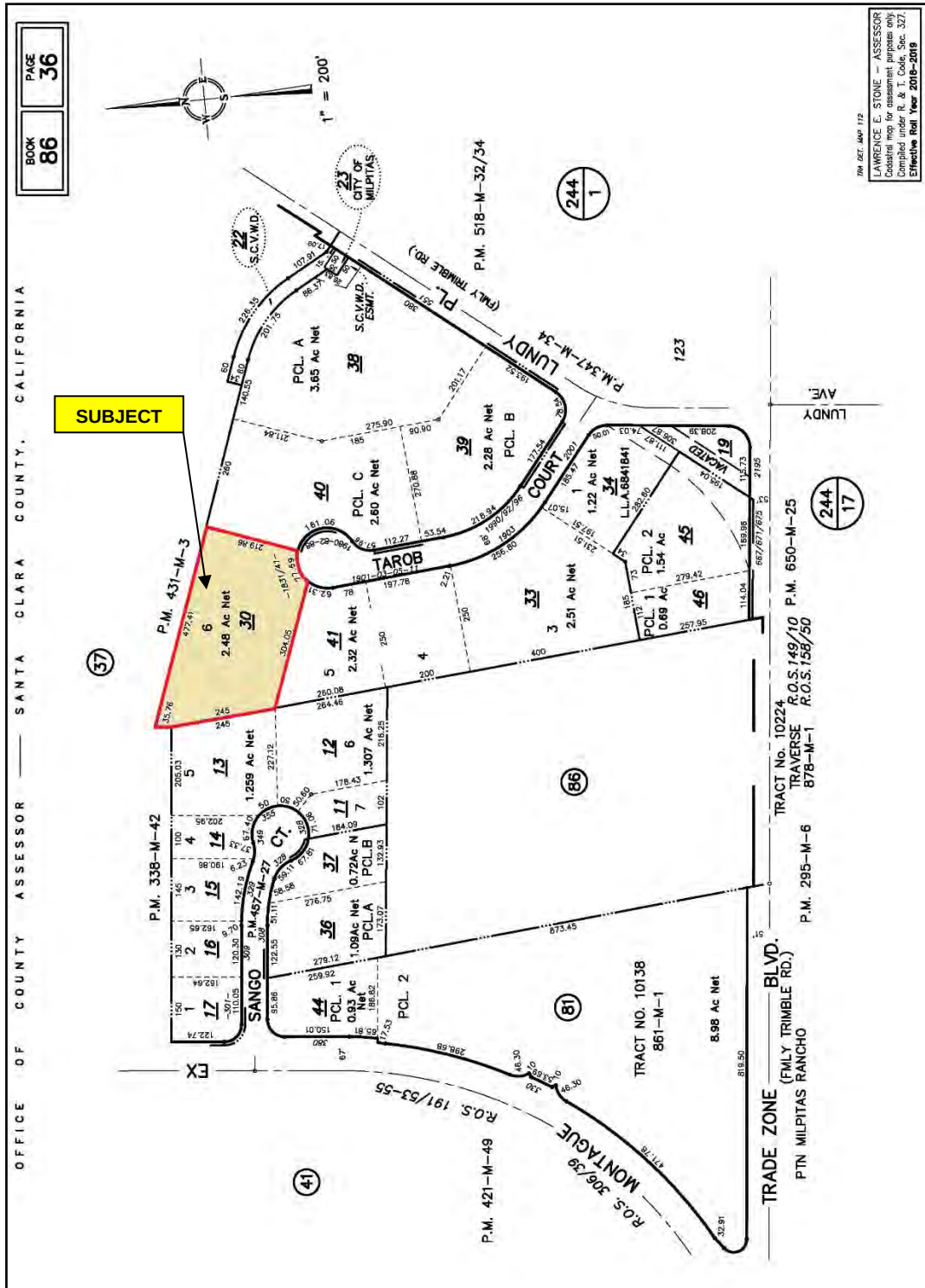
The TASP is within an area covered by the Midtown Milpitas Specific Plan, which has established open space requirements for the majority of the TASP. New residential development is to provide a minimum of 3.5 acres of open space per thousand residents, with 2.0 acres per thousand residents to be public park land. To meet these requirements, the TASP includes one or two public parks within the subdistricts that comprise the plan. Furthermore, the increase in housing, jobs, and shopping destinations in the plan area will generate more automobile traffic. In order to avoid or mitigate the expected traffic congestion, the TASP calls for a number of improvements to intersections and roadways in and around the plan area. As a result, the City of Milpitas proposes to acquire the subject property for a public park and extension of Tarob Court in an effort to meet the goals of the TASP.

Subject Property Information

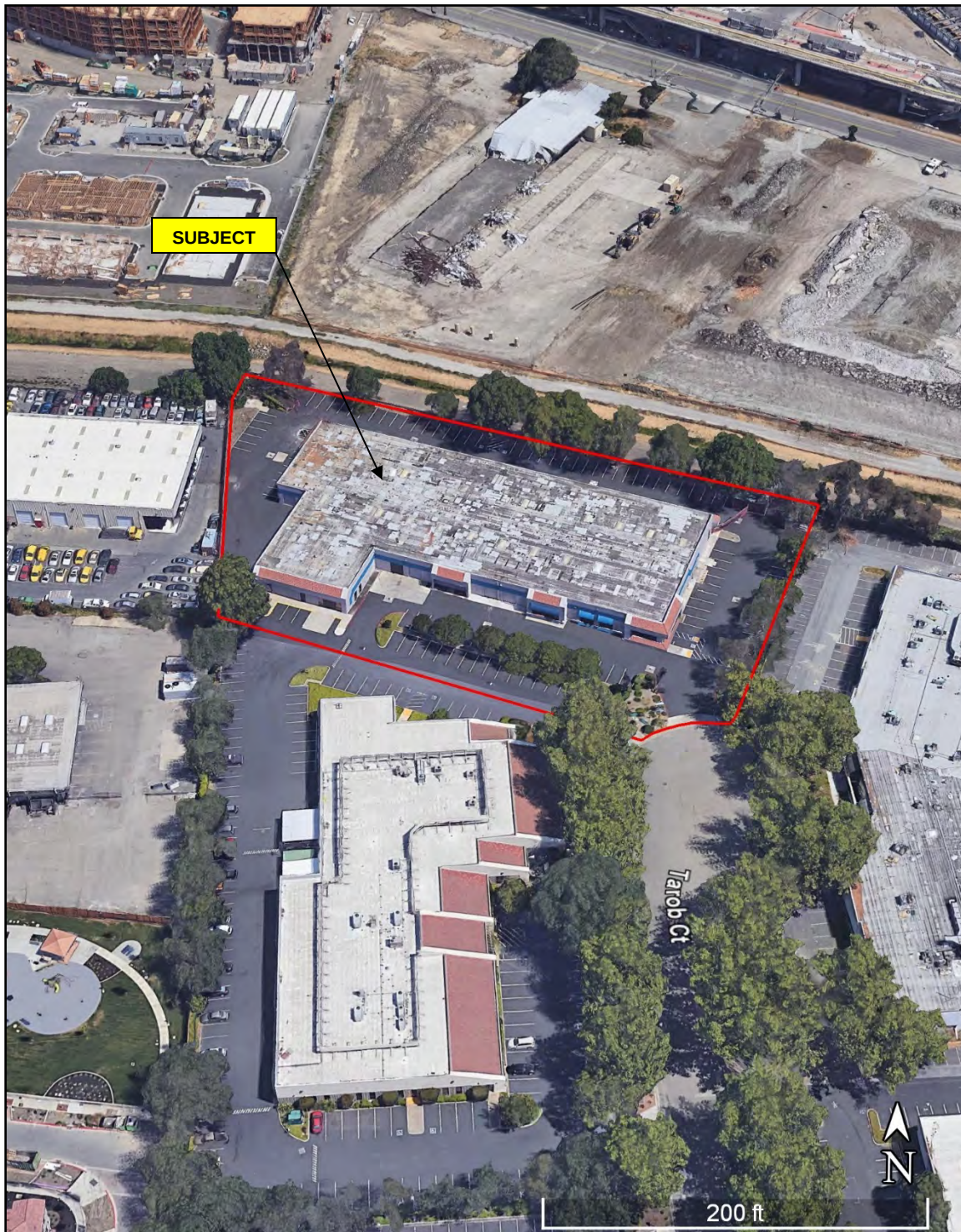
Subject Property Data Summary

Assessor's Parcel Number:	086-36-030
Property Location/Address:	1841 Tarob Court, Milpitas, CA
Owner:	GEOMAX
Owner's Contact Information:	George Quinn: 408-330-0801
Owner's Address:	3460 Edward Avenue, Santa Clara, CA
Owned Since:	For more than five years
Occupied By:	The property is currently not occupied
Principal Improvements:	Industrial building measuring 40,474 gross square feet
Total Site Area:	107,985 square feet or approximately 2.48 acres
Zoning:	R4-TOD – Multi-Family Residential, Very High Density / Transit-Oriented Development Overlay
General Plan/ Transit Area Specific Plan:	Multi-Family Residential, Very High Density (VHD) 31-40 units/gross acre; 41 up to 60-90 units/gross acre in TOD
Highest and Best Use	
As If Vacant:	Development of a multifamily residential project at the highest density allowed under the zoning and accepted by the market
As Improved:	Demolish the subject's existing improvements, which are judged to have no remaining economic life, and develop the site consistent with the highest and best use as if vacant
Flood Hazard Information:	Flood Zone A, Map No. 06085C0067J, dated February 19, 2014
Earthquake Information:	Not located in an Earthquake Fault Zone

Assessor's Parcel Map



Subject Aerial Photograph



Subject Property Photographs



View of the subject property, as seen from Tarob Court, facing northwest



View of the subject property, as seen from Tarob Court, facing north

Subject Property Photographs



View of the subject property, as seen from the southern boundary of the site, facing northwest



View of the subject property from the northwest corner of the site, facing east

Subject Property Photographs



View of the subject property from the northwest corner of the site, facing south



View of the office portion of the building located on the subject property (typical)

Subject Property Photographs



View of the warehouse portion of the building located on the subject property (typical)



View of Tarob Court, as seen from the subject property, facing south

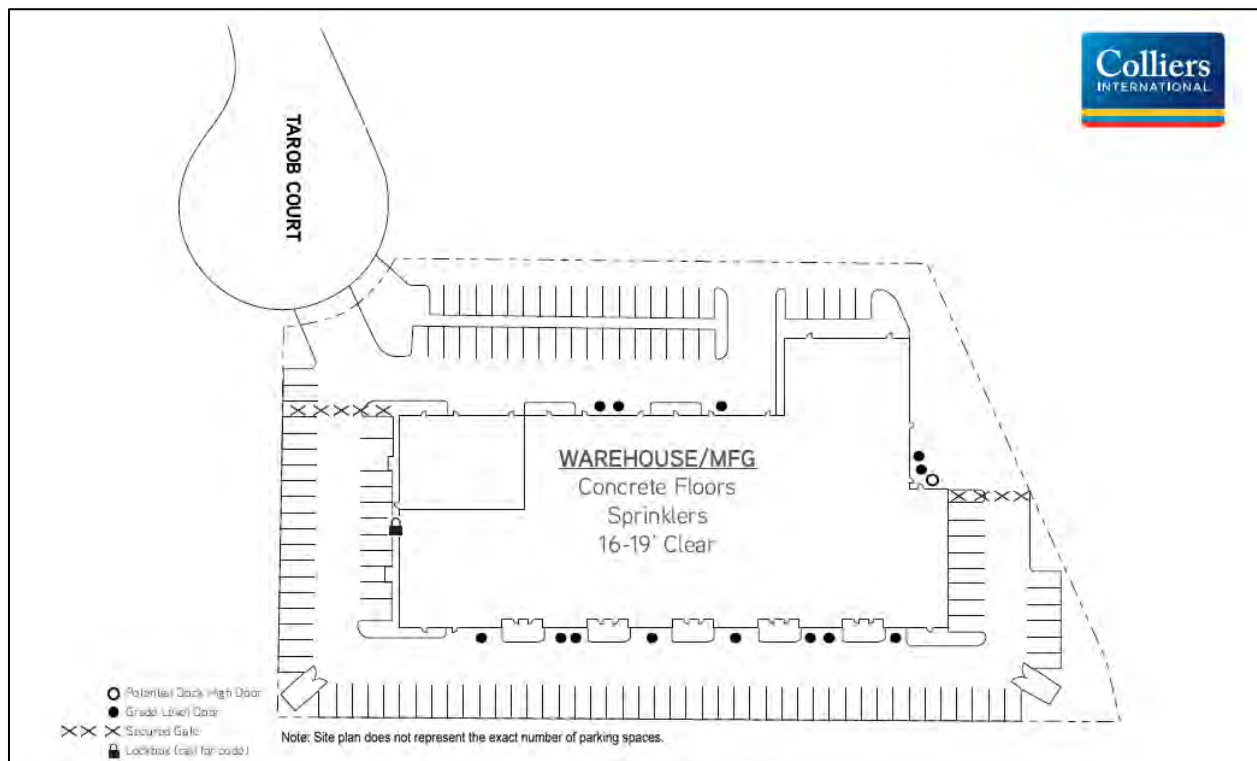
Property Description

Site Description

The subject property is located at the northern end of Tarob Court, in the City of Milpitas, in Santa Clara County. The street address for the subject is 1841 Tarob Court. Tarob Court is a short, undivided two-lane road that lends access to half a dozen properties located in what was predominately an industrial area in the southern part of the City, and as discussed previously, is in transition to high-intensity mixed-use development. The subject site continues to share its southern and western boundaries with industrial properties but the industrial building that occupied the parcel to the east has been demolished and is in the process of being improved with townhomes as part of the Parkside at Tarob Court Project. Penitencia Creek borders the property to the north.

The subject property comprises 107,985 square feet or approximately 2.48 acres of land, according to the legal description accompanying a current title report. This area is consistent with the assessor's parcel map, which was presented prior to this report section. The site is slightly irregular in shape but generally rectangular. It is flat, level and elevated just above street grade. The property has 77.69 feet of frontage along Tarob Court, which is improved with curb and gutter but there is no sidewalk. All public utilities needed to serve the subject's existing improvements, and the concluded highest and best use for multifamily development, are to the site.

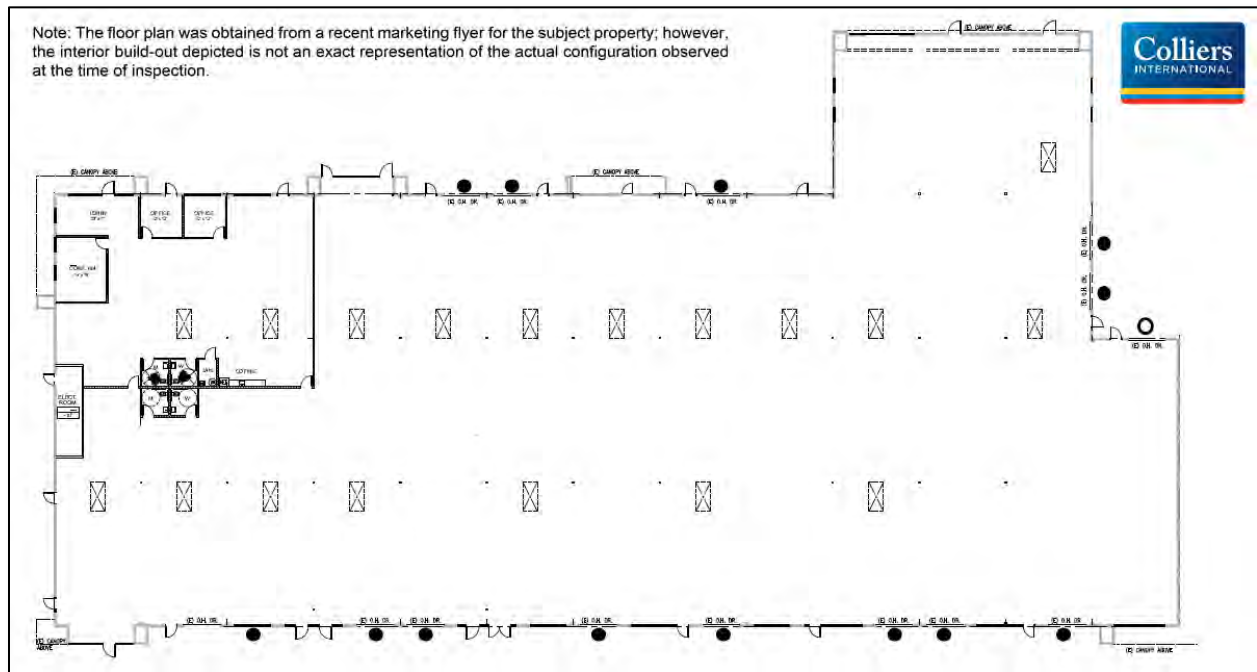
Site Plan



Improvement Description

The subject property is improved with a single-story, concrete tilt-up industrial building measuring 40,474 square feet. Area calculations are displayed in the Addenda and a sketch of the floor plan is displayed below. According to public records, the building was constructed in 1980. The structure is currently demised for one user. Approximately 10% of the gross area is built-out with new interior office space that has limited partitioning and the balance is warehouse or open production. The finish in the office area consists of carpeted floors, T-bar type drop ceiling with fluorescent lighting, and walls constructed of steel studs covered with gypsum board that have been painted. The warehouse space located above unfinished concrete floors is open to an insulated roof deck with an average clear height of about 18 feet. Skylights that allow natural light into the warehouse accompany hanging fluorescent fixtures to illuminate the space. A flat, built-up roof, supported by glulam beams, on steel columns, was recently replaced. There are 14 rollup doors with grade-level loading that give access to the warehouse space, as well as several man doors. There are two sets of unisex bathrooms. Power to the building is 2,000 amps, 110/208, 3 phase. The entire building is sprinklered.

Floor Plan



The portion of the lot not covered with the footprint of the building has mostly been paved with asphalt or concrete and striped for 125 parking spaces or 3.09 per 1,000 square feet of the gross building area. Certain areas of the parking lot and site perimeter have been landscaped. The property has been secured with six-foot-tall chain link fencing that has privacy slats and is topped with three strands of barbed wire and gates restrict access to the portion of the site to the rear and side of the building. A garbage enclosure and secured storage area were observed at the northwest and northeast corners of the property, respectively.

Personal Property Description

An inventory of personal property items located on the subject property was not taken by the Appraiser. The subject improvements were not occupied at the time of inspection.

Title and Property History

A condition of title guarantee prepared for the subject property by North American Title Insurance Company and dated November 7, 2018 was provided to the Appraiser for use in this assignment and is displayed in the Addenda. According to the title report reviewed, the subject's fee ownership is vested in Geomax, a General Partnership.

According to a summary of the public record for the subject, and confirmed with the owner, the property has been under the same ownership for more than five years and is not currently being offered for sale.

The subject site was created in the later part of 1978 as part of a recorded subdivision, improved with an industrial building in 1980, and used for industrial purposes until January 2017 when a long-term tenant (TTM Technologies) vacated the property. Prior uses of the site are unknown.

On the date of value, the subject property was being actively marketed for lease at rental rate of \$1.10 per square foot per month on a triple net basis. Although, the owner acknowledged that the property can no longer be used for industrial purposes, for reasons to be discussed below.

The subject's industrial use became a legal non-conforming use subsequent to the adoption of the Transit Area Specific Plan (TASP) in June 2008 and conforming rezoning of the property for high-density residential development. Despite attempts by the owner to re-lease the subject after TTM Technologies vacated the property in early 2017, the industrial use became discontinued for a continuous period of more than one year, according to City Planning Staff, and in accordance with Section XI-10-56.03 of the Milpitas Municipal Code, may not be replaced with another nonconforming industrial use. Refer to a Milpitas Planning Commission Staff Report, dated September 26, 2018, for further details on this determination, which is displayed in the Addenda.

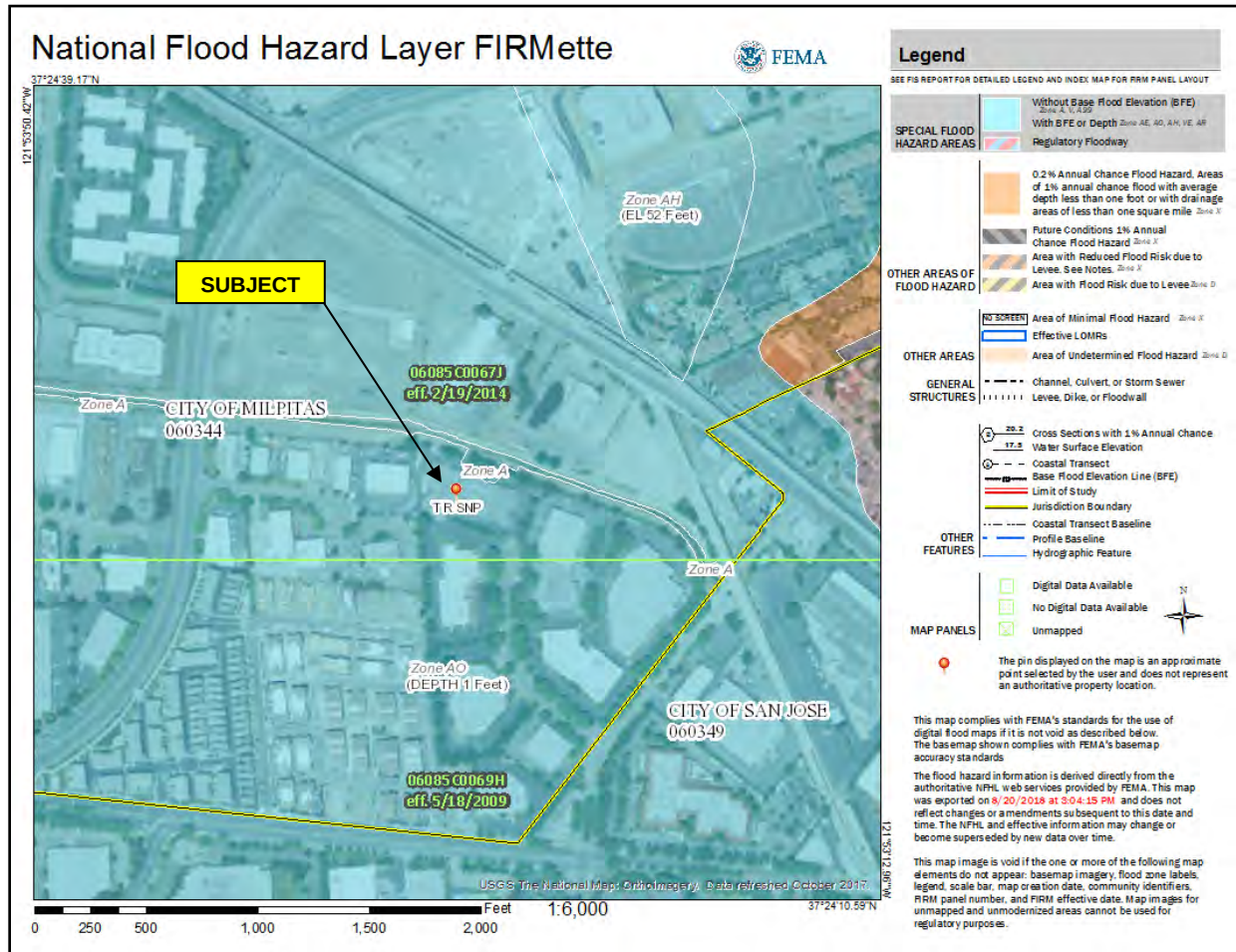
Existing Easements

The title report for the subject property identifies the following easements encumbering the subject property.

- An easement for installation and maintenance of pipes and appurtenances and right of Way and incidental purposes, recorded July 27, 1964 as in Book 6596, Page 599 of Official Records in favor of Pacific Gas and Electric Company; and
- An easement shown or dedicated on the map filed or recorded November 28, 1978 as Book 431, Pages 2 and 3 of Official Records for Public Service Utility and incidental purposes.

Flood Hazard Information

The subject property is in a mapped area designated to be in Flood Zone A by the Federal Emergency Management Agency (FEMA). Flood Zone “A” is defined as areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. The FEMA Flood Zone Map Panel is 06085C0067J and the effective date is February 19, 2014. A copy of the Flood Insurance Rate Map is included below.



Earthquake Information

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo special Studies Zone Act of 1972 was enacted by the State of California to regulate development near active earthquake faults. The Act required the State Geologist to delineate “special studies zones” along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigation demonstrates that the sites are not threatened by surface displacement from future faulting.

According to the California Department of Conservation, California Geological Survey, the subject property is not located in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act. Related development limitations, therefore, do not apply.

Environmental Assessment

A Phase I Environmental Site Assessment (ESA) performed by A&M Environmental Services (A&M) for the subject property has been reviewed and a summary of the findings are included in the Addenda. A&M discovered through interviews, site inspection, and review of subject property files that site investigations in the late 1980s and early 1990s showed the presence of soil and groundwater pollution beneath the site. According to A&M, the Regional Water Board determined this to be a low priority site since the operation at the subject property did not use or store any materials that contained any of the contaminants of concern and it was located in an area that had been classified as a regional or co-mingled plume.

A&M observed no records indicating spills, leaks, or releases of hazardous materials from prior businesses that had occupied the property. Reportedly, when lessee TIM Technologies vacated the property in early part of 2017, the building had been restored to its original condition and the property tested to ensure no damages or hazardous materials remained. A&M has indicated that on November 16, 2016 a closure report was submitted to the Santa Clara Fire Department and the County of Santa Clara DEH. Furthermore, on November 30, 2016, the County of Santa Clara DEH issued a closure letter.

On October 29, 2018, Envirocom submitted a Phase II Report for Additional Subsurface Investigation for the subject property. The result of this investigation reported minimal impact to the subject property in A&M's review of Phase II ESA; however, residual concentrations of COCs were detected in groundwater samples collected at the site. A&M has stated that all remaining COCs are either just slightly above or below Low Risk Closure Policy levels of the California State Water Board and are at levels that pose little to no threat to human health, safety, or the environment. A&M recommends for any further development that a Soil Management Plan (SMP) be prepared to address construction workers health and safety as well as soil management procedures. However, based on the results of the Phase I ESA and the future intended use of the property for public road improvements and open space park, it is A&M's opinion that further investigation is not warranted. It is an extraordinary assumption of this appraisal that no environmental remediation would be required regarding the subject property, if improved to its highest and best use.

Zoning and General Plan of the Subject Property

Parcel (APN)	Zoning	General Plan	Current Use
086-36-030	R4-TOD – Multi-Family Residential, Very High Density / Transit-Oriented Development Overlay	Multi-Family Residential, Very High Density (VHD) 31-40 units/gross acre; 41 up to 60-90 units/gross acre in TOD	Vacant Industrial

Utilization of the subject real property is regulated by the municipal code of the City of Milpitas. The laws that govern the use of the land are the zoning ordinance, General Plan, and Transit Area Specific Plan (TASP).

The zoning category for the subject is R4-TOD – Multi-Family Residential, Very High Density with a Transit-Oriented Development Overlay. The purpose and intent of the R4 zone is to “stabilize and protect the residential characteristics of the District and to promote a suitable residential environment. The “R4” district is intended to provide for higher-density residential “villages” structured around transit stations, streets, creek side open spaces, trails and parks.” Permitted and conditionally permitted uses are identified in excerpts to the zoning code, which are displayed in the Addenda.

The purpose of the Transit Oriented Development Overlay District (“-TOD”) is to “provide for land uses, land use densities and intensities and development standards that act to enhance and support transit and to locate such uses near rail transit stations. These provisions allow for a mix of goods and services within a convenient walk of the transit stations, encourage the creation of stable, attractive residential, commercial and industrial environments within the District and provide for a desirable transition to the surrounding conventional areas.”

If any of the regulations specified in the -TOD Overlay district differ from any corresponding regulations of any district where the -TOD Overlay district is combined, then the provisions of the -TOD Overlay district shall govern.

The following table depicts some of the significant development standards that must be adhered within the R4-TOD zoning district.

Building and Site Standards	R4-TOD District
Lot Area (min):	None
Lot Width (min):	None
Density (min-max):	41-60 units per gross acre*
Building Height (max):	6 stories and 75 feet*
<u>Minimum Yard Setbacks</u>	
Front (min-max):	12-20 feet*
Side:	10 feet
Rear:	10 feet

*Deviation in development standards for the underlying base zoning district due to the provisions of the -TOD Overlay district

In the R4-TOD district, ground floor retail, restaurant, and commercial service uses are permitted up to a maximum floor area ratio of 50%.

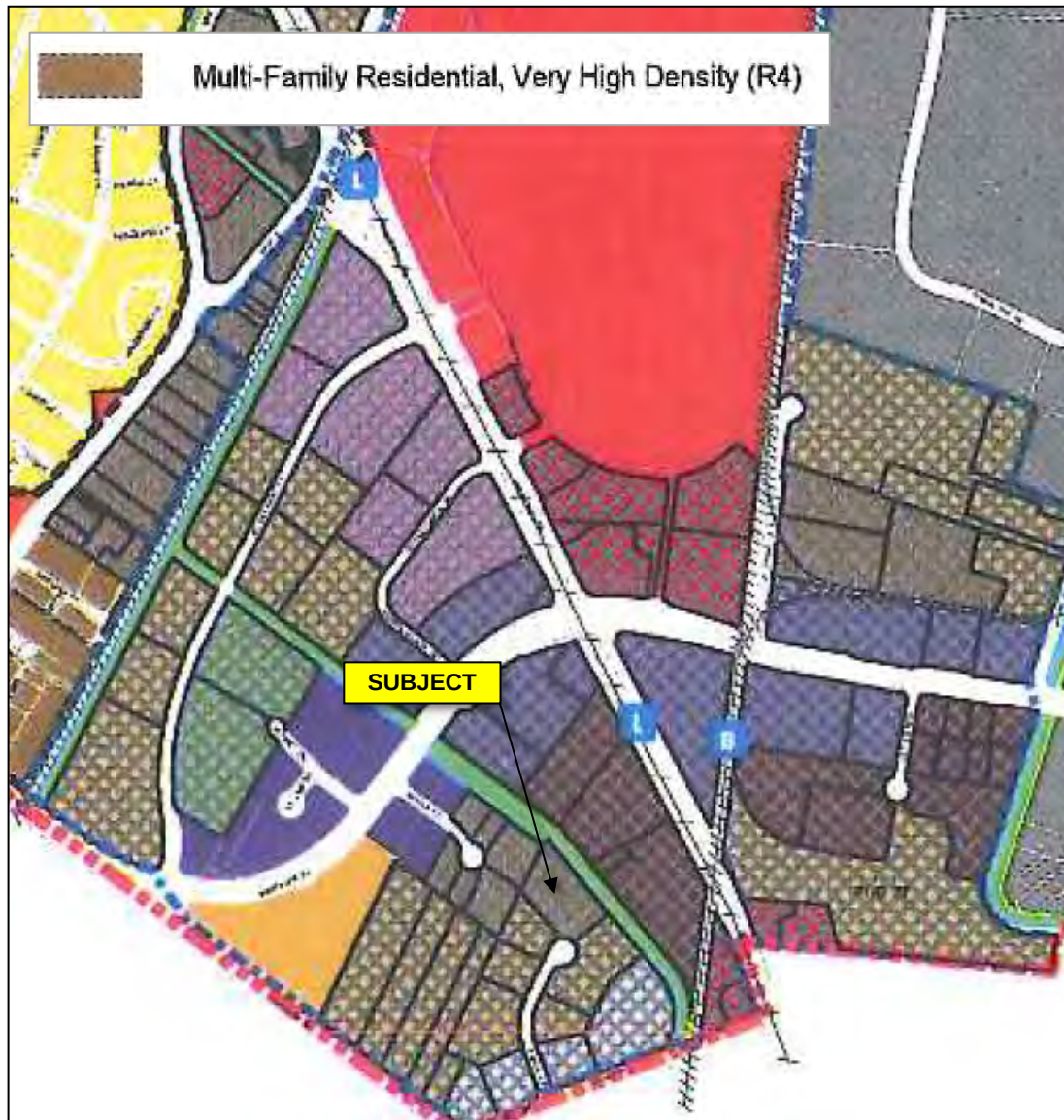
The General Plan land use designation for the subject is Multi-Family Residential, Very High Density (VHD). The General Plan was adopted in December 1994 and last amended in April 2015. In correlation with the TASP, falling under the designation of Very High Density Transit Oriented Residential, this classification is “intended to create residential districts near BART and light rail stations, and requires housing to be built at an average density of at least 41 units per gross acre, up to a maximum of 60 and 90 units per gross acre. Small local-serving commercial uses are permitted at the ground floor level, including retail, restaurants, and personal services uses.”

Sections of the zoning and General Plan maps, as well as the TASP map, delineating the land use designations in the vicinity of the subject, are displayed following this report section.

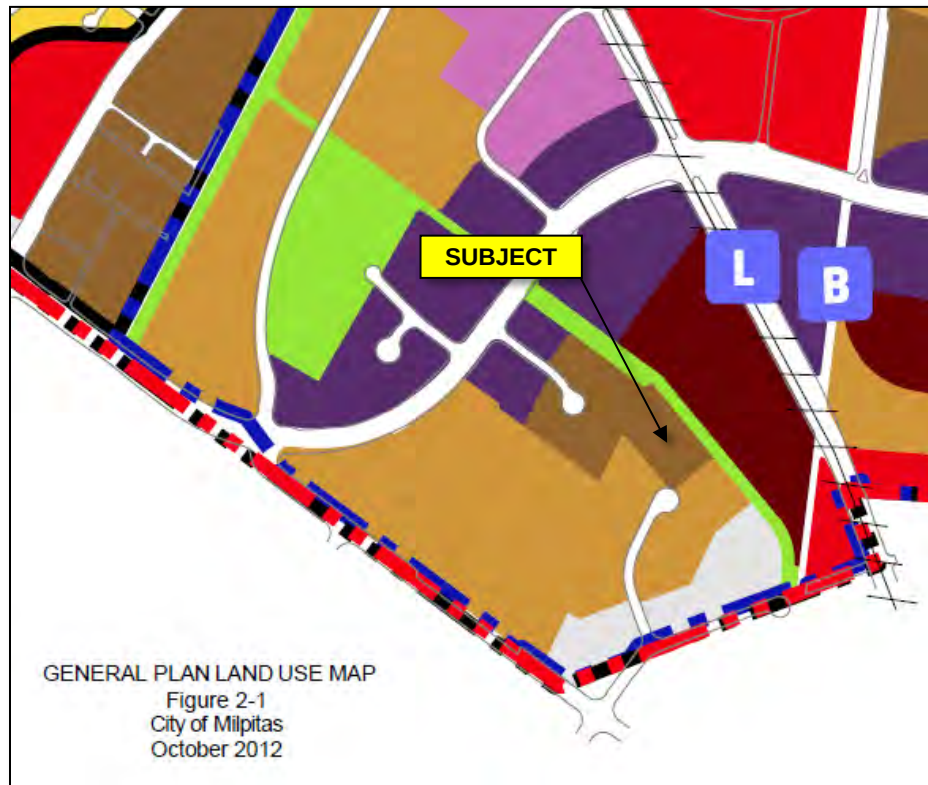
Compliance

With the subsequent adoption of the TASP in June 2008, and conforming rezoning of the property, the subject’s industrial use became a legal non-conforming use. In early 2017, the industrial use became discontinued for a continuous period of more than one year, and in accordance with Section XI-10-56.03 of the Milpitas Municipal Code, the prior non-conforming use may only be replaced with a conforming use. Given the market climate when the TASP was adopted, a subsection of Section XI-10-56.03 was added that allowed the re-establishment of nonconforming uses that were discontinued for more than one year when located within the TASP. However, that subsection was repealed in June 2016. Therefore, industrial use is not a legal use.

Zoning Map



General Plan Map

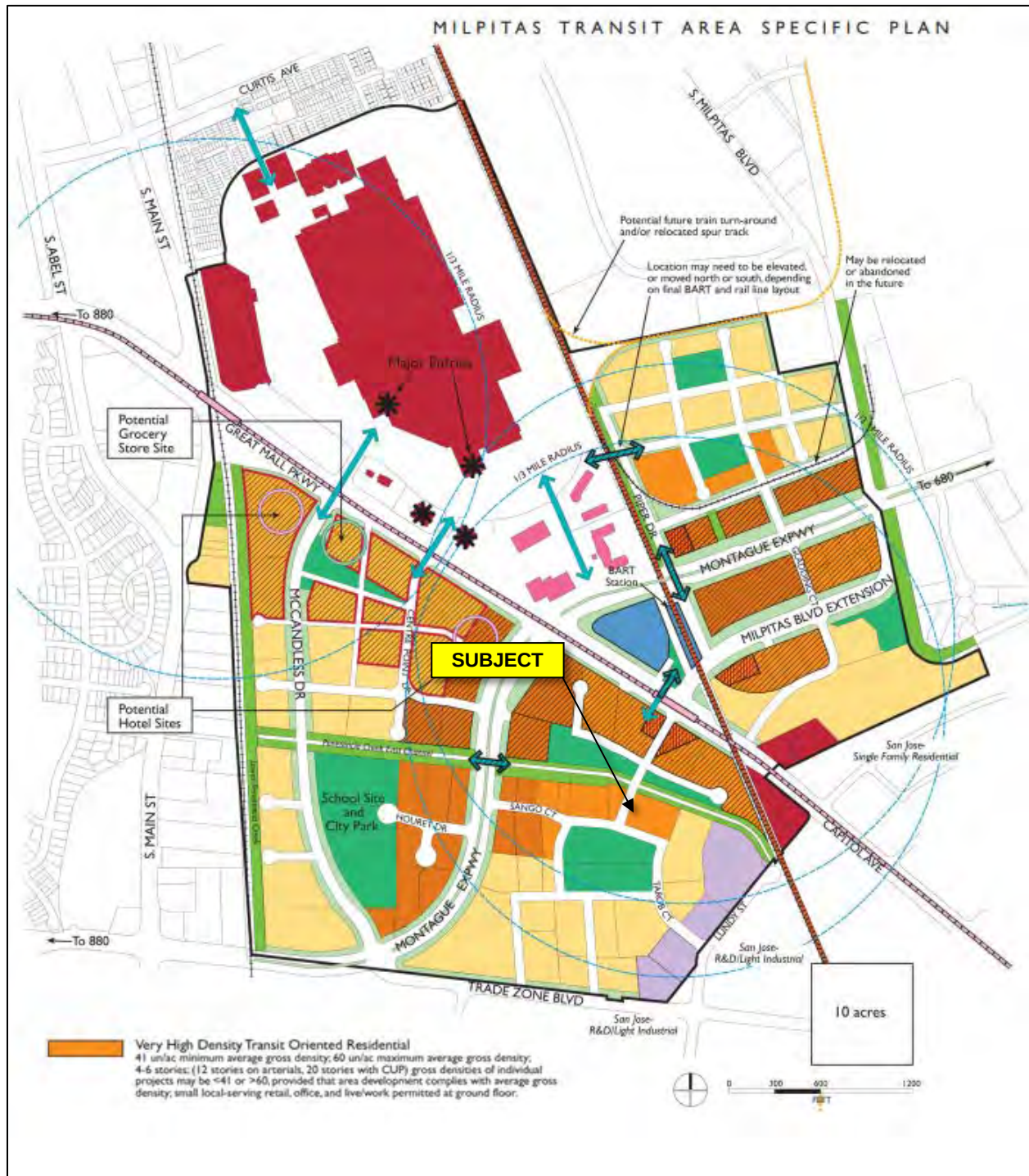


Legend

	Hillside Very Low Density (HVL) up to 1 unit/10 gross acres
	Hillside Low Density (HLD) up to 1 unit/gross acre
	Hillside Medium Density (HMD) up to 3 units /gross acre
	Single Family Low Density (SFL) 3-5 units/gross acre
	Single Family Medium Density (SMD) 6-15 units/gross acre
	Multi-Family Residential Medium Density (MFM) 7-11units/gross acre
	Multi-Family Residential High Density (MFH) 12-20 units/gross acre; up to 40 units/gross acre with special findings and PUD approval
	Multi-Family Residential, Very High Density (VHD) 31-40 units/gross acre; up to 60 units/gross acre in TOD
	Urban Residential (URR) 41-75 units/ gross acre; up to 25% additional density with CUP approval
	Mobile Home Park Overlay (MHP)
	Mixed Use (MXD)
	Residential Retail High Denisty Mixed Use (RRMU)
	Boulevard Very High Density Mixed Use (BVMU)
	Professional and Administrative Office (PAO)

	Retail Subcenter (RSC)
	General Commercial (GNC)
	Highway Services (HWS)
	Town Center (TWC)
	Manufacturing and Warehousing (MW)
	Industrial Park (INP)
	Public Facilities (PF)
	Parks and Open Space (POS)
	Waterways (Shown for reference only)
	Midtown Specific Plan Area Boundary
	Transit Area Specific Plan Area Boundary
	Sphere Influence
	City Boundary
	Urban Service Area Boundary
	Urban Growth Boundary
	Light Rail
	Future BART Station
	VTA Light Rail Station
	Fire Station
	Police Station

Transit Area Specific Plan Map



Highest and Best Use Analysis

The following definition of the term “Highest and Best Use” provides a reasonable basis for analyzing the subject property:

The reasonable, probable and legal use of vacant land or improved properties which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Inherent in this definition are the following four criteria:

- | | |
|------------------------------|--|
| Legally Permissible: | What uses are permitted, given existing deed and lease restrictions, zoning, building codes, historic controls, and environmental regulations? |
| Physically Possible: | What uses of the site are possible, given the physical characteristics as revealed in the site analysis? |
| Financially Feasible: | Which possible and permissible uses will produce positive net income from the development of the site after paying operating expenses and other financial obligations? |
| Maximally Productive: | Which financially feasible use will provide the highest value or rate of return on investment? |

The primary purpose of the highest and best use analysis is to identify the most productive, competitive use to which the property can be put. This analysis is done in two parts. The first part considers the possible uses of the site as if vacant. The second part evaluates the improvements to determine if they represent the highest and best use or if they should be modified.

Another purpose of the highest and best use analysis is to assist in defining the scope of the appraisal. In investigating the highest and best use, items that affect value such as accrued depreciation and functional and external obsolescence are identified. Also, by defining the highest and best use the selection of the comparable sales is narrowed, as they typically have the same or similar highest and best use.

Based on the four tests of legally permissible, physically possible, financially feasible, and maximally productive, the Appraiser analyzed the highest and best use of the subject as if vacant and as improved.

As If Vacant

The subject is located in the Transit Area Specific Plan and falls under the designation of Very High Density Transit Oriented Residential, which is intended to create residential districts near BART and light rail stations, and requires housing to be built at an average density of at least 41 units per gross acre, up to a maximum of 60 and 90 units per gross acre. Small local-serving commercial uses are also permitted at the ground floor level, including retail, restaurants, and personal services uses. The subject property is 2.48 acres, and in addition to its size, the other

physical characteristics of the site would accommodate a high-intensity residential development at the maximum density that is legally allowed. The demand for housing exists in the local market, as evident by the ongoing construction in the subject and competing neighborhoods, as previously discussed. Therefore, residential development is judged to be financially feasible. The Appraiser has concluded that the maximally productive use, and highest and best use of the subject (as if vacant), is for development of a multifamily residential project at the highest density allowed under the zoning and that is accepted by the market.

As Improved

The subject property is currently improved with a 1980s-vintage industrial building and associated site improvements. The owner recently renovated the building with new office interiors and replaced the roof and resurfaced the parking lot after a long-term tenant vacated the property in the early part of 2017. Based on an inspection of the property, it has been judged that the subject improvements could endure, with continued adequate maintenance, for many years. However, as previously discussed, with the subsequent adoption of the TASP in June 2008, and rezoning of the property, the subject's industrial use became a legal non-conforming use and because the prior industrial use became discontinued for a continuous period of more than one year, in accordance with Section XI-10-56.03 of the Milpitas Municipal Code, the prior non-conforming use may only be replaced with a conforming use. Therefore, it has been concluded that the highest and best use of the subject (as improved) is to demolish the subject's existing improvements and develop the site consistent with the highest and best use as if vacant.

Valuation

Valuation Methodology

There are three generally recognized approaches considered in the valuation of real property. These are the cost approach, sales comparison approach, and income approach. The type and age of the property and the quantity and quality of the available data affect the applicability of each approach in a specific appraisal situation.

The **Cost Approach** estimates, through support sources, the cost of constructing the subject improvements. Accrued depreciation from all causes is estimated and deducted from the estimates of cost new of the improvements. The market value of the land is added to this depreciated cost estimate to indicate the value of the subject property by the cost approach. The **Land Value Estimate** in the valuation process is usually a separate step, which is generally accomplished through the application of the sales comparison approach. The land value conclusion is then incorporated into the cost approach.

The **Sales Comparison Approach** involves a search for recent sales of properties similar to the subject. The prices paid for these properties provide the basis for estimating the value of the subject by comparison. Adjustments are made for the differences in the properties as they compare to the subject. A correlation of the data provides a value estimate for the subject. This is the most used, and considered the most reliable, approach to estimating the value of land.

The **Income Approach** looks at the relationship between a property's income producing ability and the value buyers and sellers assign to the income. An estimate is made of the market rent to indicate an annual gross income. Estimated fixed and variable operating expenses are deducted from the annual gross income to provide an annual net operating income. An indicated value of the subject is derived through direct capitalization of the indicated net income by a market derived overall rate or through the use of the discounted cash flow technique.

Reconciliation involves consideration of the relevance and influence of each approach in relation to the actions of typical users and investors of properties and particularly the subject property. The three indications of value are discussed and reconciled into a final conclusion of market value.

The City of Milpitas has requested an appraisal of the current market value of the proposed full acquisition of the subject property. It has been concluded that the highest and best use of the subject is to demolish the existing improvements and develop the site with a multifamily residential project. The subject underlying land has been estimated by applying the sales comparison approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison. The cost of demolition has been deducted from the value indicated by the sales comparison approach to arrive at fair market value of the subject property. The income and cost approaches to value were not utilized because sellers, buyers, and our peers in this market rarely rely on these approaches when offering, purchasing, or valuing property that consists of land only.

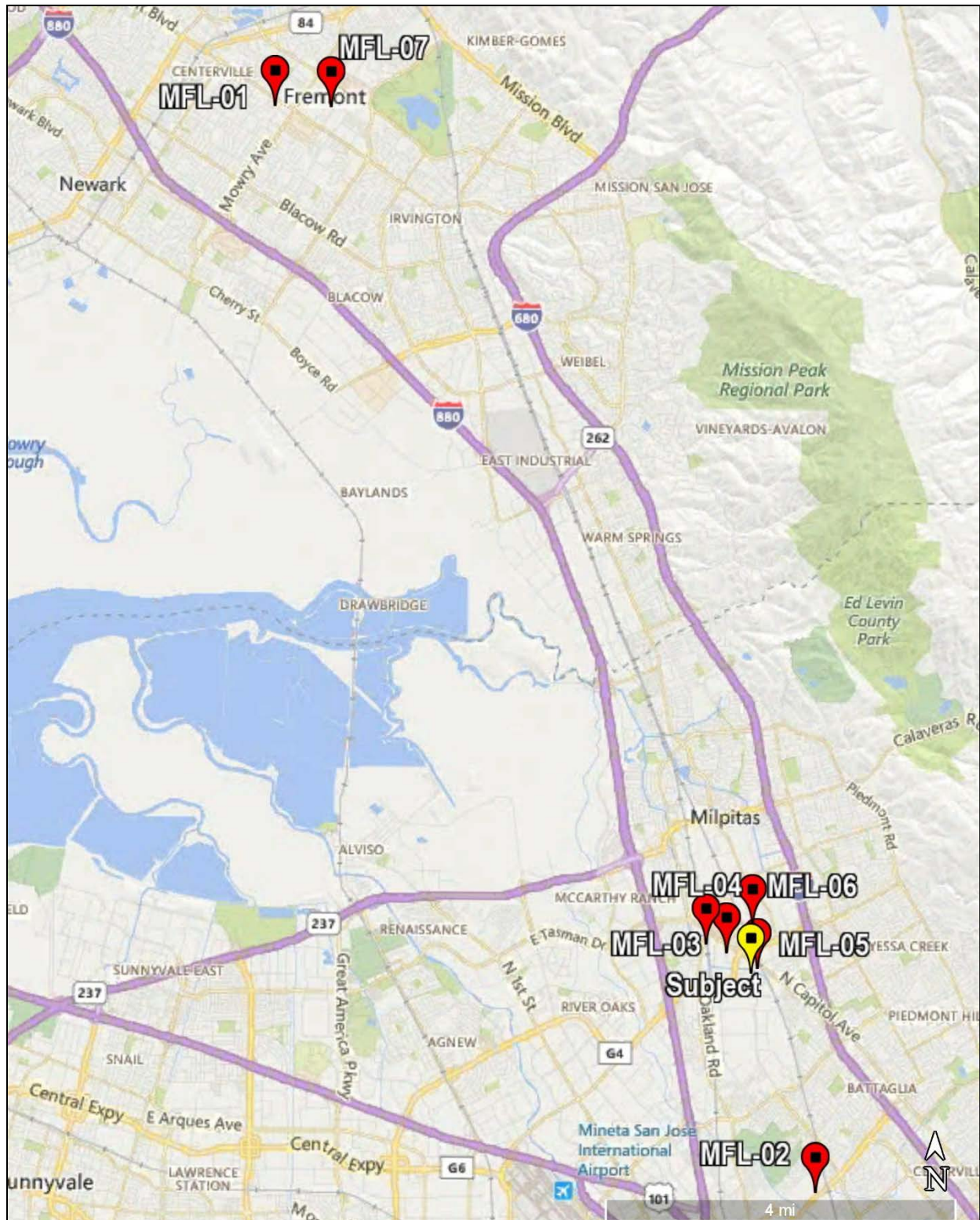
Sales Comparison Approach

A search was conducted for comparable land sales that transacted over the past several years in Milpitas and neighboring cities, with emphasis on those properties located in close proximity to the Milpitas BART station and other mass transit nodes. The comparable sales were researched, inspected, and verified to the extent possible. The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property. A location map and comparable data sheets, including photographs for each comparable sale, are presented on the following pages, and assessor's parcel maps are included in the Addenda.

Sales Data Summary

No.	Address City, State APN	COE	Parcel Size (Acres)	Zoning	Density	Sales Price \$/Sq. Ft. (Land)
		Sales Contract Date	Parcel Size (Sq. Ft.)	General Plan	Entitlements	
MFL-01	38631 Fremont Boulevard Fremont, CA 501-0900-020	02/06/18 June 2016	1.10 48,003	R-3-50 Urban Residential	30-70 du/ac net Contingent on buyer obtaining entitlements for 59 affordable housing units, 63 du/ac in a 4-story complex	\$3,500,000 \$72.91
MFL-02	1501 Berryessa Road San Jose, CA 241-04-040 (portion of)	04/20/17 May 2016	6.50 283,140	A (PD) Urban Village	55-250 du/ac; FAR up to 10.0 Fully entitled for 551 apartment units & 37,000 Sq. Ft. of retail	\$35,000,000 \$123.61
MFL-03	Centre Pointe Drive Milpitas, CA 086-33-102 (portion of)	09/15/17 2015	4.51 196,499	MXD-2 & MXD-3 -TOD TASP: Residential High Density Mixed Use (RRMU) & Boulevard Very High Density Mixed Use (BVMU); Transit Oriented Development (-TOD)	See Comments Fully entitled for 393 multifamily units, 87 du/ac (Phase I)	\$16,295,000 \$82.93
MFL-04	1316 South Main Street Milpitas, CA 086-23-006	12/01/17 Not Discovered	0.39 16,798	R-4-TOD Very High Density Transit Oriented Residential	41-60 units/acre with TOD Overlay Fully entitled for 18 market-rate units, 46 du/ac	\$2,100,000 \$125.01
MFL-05	730 & 750 E. Capitol Ave Milpitas, CA 086-37-015, -026, -027	01/27/2016 & 05/17/2016 See Comments	9.38 408,593	R5/TOD Urban Residential	41-75 du/ac; up to 25% density increase with CUP Contingent on buyer obtaining entitlements for 582 market-rate units, 62	\$29,700,000 \$72.69
MFL-06	SEC of Piper Dr & Garden St Milpitas, CA 086-32-042, portion of -043	01/31/17 See Comments	5.72 249,163	R4/TOD Multi-Family Residential Very- High Density	21-40 du/ac acre, Transit-Oriented Development 60 du/ac max Contingent on buyer obtaining entitlements for 12-story tower with 210 apartments & 2,937 sq. ft. of commercial space, and 98 townhome units (54 du/ac)	\$19,600,000 \$78.66
MFL-07	3515 Walnut Avenue Fremont, CA 501-1130-009	12/04/17 Not Discovered	2.74 119,354	D-E & D-MD Commercial - City Center	FAR of 1.25 - 2.5 for Mixed Use projects with ground floor commercial and residential uses above None (See Comments)	\$11,000,000 \$92.16
Subject	1841 Tarob Court Milpitas, CA 086-36-030	DOV 11/20/18	2.48 107,985	R4-TOD Multi-Family Residential, Very High Density (VHD); TASP: Very High Density Transit Oriented Residential	41 up to 60-90 units/gross acre in TOD None	

Comparable Land Sale Location Map



Comparable Land Sale Data Sheet – MFL-01

Property Type	Multi-family - Land	
Type of Transaction	Sale	
COE	02/06/18	
Sales Contract Date	June 2016	
Sales Price	\$3,500,000	
\$/Sq. Ft. (Land)	\$72.91	
Address	38631 Fremont Boulevard	
City, State	Fremont, CA	
Zip	94536	
APN	501-0900-020	
Buyer	Allied Housing, Inc.	
Seller	Guido Bertoli	
Document #	18-028687	
DTT	\$3,850.00	
Terms	Cash to Seller	
Parcel Size (Acres)	1.10	
Parcel Size (Sq. Ft.)	48,003	
Utilities / Irrigation	All to Site	
Zoning	R-3-50	
General Plan	Urban Residential	
Density	30-70 du/ac net	
Entitlements	Contingent on buyer obtaining entitlements for 59 affordable housing units, 63 du/ac in a 4-story complex	
Verified By	Jon White - Director of Real Estate Services, Abode Services/Allied Housing	
Contact Info.	408-941-1851	
Comments	A 60-unit housing complex for homeless veterans and low- and very-low income residents will replace a used car dealership located on the property in Fremont's Centerville district, to be called the City Center Apartments. The Fremont Planning Commission voted 5-0 on October 12, 2017 to approve the project. The project will be administered by Abode Services, a nonprofit Fremont-based supportive housing provider, in conjunction with Allied Housing. It will consist of four separate 4-story buildings and total almost 45,000 square feet, featuring 30 studio apartments, 29 one-bedroom units and a two-bedroom unit for a resident manager. Officials estimate 25 of the units will be reserved for homeless veterans. The project stems from a partnership between the Sisters of the Holy Family in Fremont, San Jose-based developer Robson Homes and Abode. When the Sisters sold a portion of their Mission Boulevard property to Robson in 2014, they wanted the developer to build affordable housing instead of just paying into an affordable housing fund to be used for future projects. Robson then found and purchased the Fremont Boulevard parcel and eventually transferred it to Abode to use for the apartment complex. The development will be located between a tire and auto repair shop to the north and another used car dealership and local market to the south. It'll front Fremont Boulevard to the east. The building's parking spaces, a sports court and dog area will be at the rear, abutting a wall separating it from Bell Common to the west. This sale was an off market transaction. On November 7, 2017, the Fremont City Council authorized \$4.1 million in funding to purchase land and cover pre-construction costs.	

Comparable Land Sale Data Sheet – MFL-02

Property Type	Mixed-Use - Land
Type of Transaction	Sale
COE	04/20/17
Sales Contract Date	May 2016
Sales Price	\$35,000,000
\$/Sq. Ft. (Land)	\$123.61
Address	1501 Berryessa Road
City, State	San Jose, CA
Zip	95133
APN	241-04-040 (portion of)
Buyer	San Jose Apartment Owner SPE, LLC
Seller	S.J. Sierra Group LLC
Document #	17-23629903
DTT	\$38,511.00
Terms	Conventional Loan
Parcel Size (Acres)	6.50
Parcel Size (Sq. Ft.)	283,140
Utilities / Irrigation	All to Site
Zoning	A (PD)
General Plan	Urban Village
Density	55-250 du/ac; FAR up to 10.0
Entitlements	Fully entitled for 551 apartment units & 37,000 Sq. Ft. of retail
Verified By	Chris Anderson - Listing Broker
Contact Info.	408-521-7134



Comments The total consideration was around \$40 million but there were \$5 million in reimbursements (\$2.8m for sewer project, \$1.9m to KB Homes, and \$200k for creek work) for a sale price of \$35 million for the entitled land, which is what is indicated on the recorded deed. The property was fully entitled at the time of sale and broker states it was a "huge" part of the sale price, but could not specify as to how much. The buyer has started construction of a multi-residential development called The Platform, consisting of 551 apartments and 37,000 square feet of retail to be constructed in phases. Phase-1 is planned for completion in the spring of 2019. The transit-oriented development, located in the 120-acre Market Park at the site of the San Jose Flea Market, will be the nearest apartment community to the new Berryessa BART transit station. Upscale amenities will include two resort-style pools, two fitness centers with indoor-outdoor convertible space, multiple high-end outdoor kitchen areas, a dog salon, two bike stations for maintenance and storage and two clubhouses with indoor entertainment and gaming facilities.

Comparable Land Sale Data Sheet – MFL-03

Property Type	Mixed-Use - Land	
Type of Transaction	Sale	
COE	09/15/17	
Sales Contract Date	2015	
Sales Price	\$16,295,000	
\$/Sq. Ft. (Land)	\$82.93	
Address	Centre Pointe Drive	
City, State	Milpitas, CA	
Zip	95035	
APN	086-33-102 (portion of)	
Buyer	SHAC Centre Pointe Apartments LLC	
Seller	Centre Pointe Associates, L.P.	
Document #	17-23754096	
DTT	\$17,924.50	
Terms	Cash to Seller	
Parcel Size (Acres)	4.51	
Parcel Size (Sq. Ft.)	196,499	
Utilities / Irrigation	All to Site	
Zoning	MXD-2 & MXD-3 -TOD	
General Plan	TASP: Residential High Density Mixed Use (RRMU) & Boulevard Very High Density Mixed Use (BVMU); Transit Oriented Development (-TOD)	
Density	See Comments	
Entitlements	Fully entitled for 393 multifamily units, 87 du/ac (Phase I)	
Verified By	Michael Anichini - Director, Land Acquisitions	
Contact Info.	415-860-0073	
Comments	This property is within the Montague Corridor Sub-District of the Milpitas Transit Area Specific Plan (TASP). The site is located approximately 600 feet from the Milpitas BART station and south of the Great Mall. For this sub-district, the TASP envisioned high-density residential neighborhoods near transit and shopping. In May 2016, the Milpitas City Council adopted Resolution #8537 to approve a project consisting of 694 condominium units and 36,500 square feet of ground floor commercial space on a 9.84-acre parcel located at 1500-1646 Centre Pointe Drive. The entitlement included a vesting tentative map to allow for condominium spaces and common area. At the time of the May 2016 entitlement, the applicant (seller) informed the City that they would apply for a minor subdivision to separate the 9.84 acres into two parcels; Parcel A (5.282 acres) and Parcel B (4.511 acres). The Resolution (#17-012) was approved April 12, 2017. This sale is comprised of the smaller of the two parcels, fully entitled for the development of 393 multi residential units that are currently under construction as Phase I. It was not determined if any of the units in Phase I were BMR. The 9.84-acre site was improved with six one-story buildings totaling 134,000 square feet with paved parking areas and associated landscape, four of which the seller demolished in the early part of 2017, including those located on this property. The project also includes the construction of a 0.05-acre, 90 degree Centre Pointe Drive alignment as part of Phase I and the buyer will grant an easement to the seller to access Phase 2. BVMU: Permitted uses include Residential, Office, Commercial and Medical uses up to 1.5 maximum gross FAR, an FAR of 2.5 may be permitted on individual sites. 4-12 stories (20 stories with CUP). Residential use shall have 41un/ac minimum average gross density; 60 un/ac maximum average gross density. RRMU: Residential, office, and/or hotel uses above ground floor retail and restaurants, 200 sq. ft of retail or restaurant use required for every residential unit. Residential density: 31du/ac minimum average gross density; 50 un/ac maximum average gross density. 4-12 stories. (20 stories with CUP) Maximum FAR of 1.5; up to 2.5 FAR may be permitted on individual sites.	

Comparable Land Sale Data Sheet – MFL-04

Property Type Multi-family - Land
Type of Transaction Sale
COE 12/01/17
Sales Contract Date Not Discovered
Sales Price \$2,100,000
\$/Sq. Ft. (Land) \$125.01

Address 1316 South Main Street
City, State Milpitas, CA
Zip 95035
APN 086-23-006



Buyer SJ Main St LLC
Seller HHH Property Group LLC
Document # 17-23817189
DTT \$2,310.00
Terms Cash to Seller

Parcel Size (Acres) 0.39
Parcel Size (Sq. Ft.) 16,798
Utilities / Irrigation All to Site

Zoning R-4-TOD
General Plan Very High Density Transit Oriented Residential
Density 41-60 units/acre with TOD Overlay
Entitlements Fully entitled for 18 market-rate units, 46 du/ac

Verified By Recorded and city documents
Contact Info. n/a

Comments This property is within the Milpitas Transit Area Specific Plan (TASP). The site is located approximately 0.50 of a mile from the Milpitas BART station and just south of the Great Mall. On December 6, 2016, the City Council adopted Resolution No. 8612, approving entitlements to allow the development of a four-story, 52 foot tall, 33,310 square foot, 18 unit residential condominium project on the property. According to a Milpitas Planning Commission Staff Report, dated Dec. 12, 2018, the property changed hands to a new owner from George Zhang to SJ Main St., LLC. The new owner hired a consultant (Salvatore Caruso Design Corporation) to develop the civil drawings in order to submit for the required building permits. Due to the ownership and consultant changes, time has lapsed without construction progress made on the development. The approved project entitlements were set to expire in November 2018, but the consultants submitted an application to extend the entitlements 24 months, or until December 5, 2020. Mr. Zhang had submitted the initial development application on November 3, 2014, and the project is therefore not subject to the affordable housing requirement of the TASP. The cost of demolition of two vacant commercial structures that had previously contained the Milpitas Animal Hospital of a little more than 2,000 square feet would be incurred by the buyer.

Comparable Land Sale Data Sheet – MFL-05

Property Type	Multi-family - Land	
Type of Transaction	Sale	
COE	01/27/2016 & 05/17/2016	
Sales Contract Date	See Comments	
Sales Price	\$29,700,000	
\$/Sq. Ft. (Land)	\$72.69	
Address	730 & 750 E. Capitol Ave	
City, State	Milpitas, CA	
Zip	95035	
APN	086-37-015, -026, -027	
Buyer	Anton Development Company, LLC	
Seller	R.W.L. Investments, Inc. & YRC, Inc.	
Document #	23207221 / 23307508	
DTT	\$16,170.00 & \$16,500.00	
Terms	Conventional loan; 35% down payment	
Parcel Size (Acres)	9.38	
Parcel Size (Sq. Ft.)	408,593	
Utilities / Irrigation	See Comments	
Zoning	R5/TOD	
General Plan	Urban Residential	
Density	41-75 du/ac; up to 25% density increase with CUP	
Entitlements	Contingent on buyer obtaining entitlements for 582 market-rate units, 62 du/ac & 5,000 sq. ft. of retail space	
Verified By	Recorded documents, news release, published articles, city documents	
Contact Info.	n/a	
Comments	The property is comprised of three contiguous parcels totaling 9.38 acres that sold as an assemblage. The property is across from the VTA light rail Montague station and new Milpitas BART station. The Great Mall is located within walking distance. The buyer proposes two five-story mixed-use apartment buildings with a total of 582 market rate units, at approximately 62 dwelling units per acre, and 5,000 square feet of retail space. Both buildings will have integrated parking structures. The building design will account for the fact that the property is located in a flood plain. Industrial buildings will need be demolished to accommodate the proposed project. A variety of off/on-site infrastructure improvements will be required, including an extension of Milpitas Boulevard; streetscape and landscape improvements along Capitol Avenue, a new public street connection from the adjacent Lennar project; a 2.1-acre public park with pedestrian and bicycle paths along Penitencia Creek (bordering the property); and stormwater treatment, utility, grading and other associated site improvements. Both properties were being separately marketed at the time the sale was negotiated, which appears to be sometime in the early part of 2015.	

Comparable Land Sale Data Sheet – MFL-06

Property Type	Multi-family - Land	
Type of Transaction	Sale	
COE	01/31/17	
Sales Price	\$19,600,000	
Sales Contract Date	See Comments	
\$/Sq. Ft. (Land)	\$78.66	
Address	SEC of Piper Dr & Garden St	
City, State	Milpitas, CA	
Zip	95035	
APN	086-32-042, portion of -043	
Buyer	KB Home South Bay, Inc.	
Seller	Green Valley Corporation (at el)	
Document #	23572099	
DTT	\$21,560.00	
Terms	All Cash	
Parcel Size (Acres)	5.72	
Parcel Size (Sq. Ft.)	249,163	
Utilities / Irrigation	All to Site	
Zoning	R4/TOD	
General Plan	Multi-Family Residential Very-High Density	
Density	21-40 du/ac acre, Transit-Oriented Development 60 du/ac max	
Entitlements	Contingent on buyer obtaining entitlements for 12-story tower with 210 apartments & 2,937 sq. ft. of commercial space, and 98 townhome units (54 du/ac)	
Verified By	Recorded documents, news release, published articles, city documents	
Contact Info.	n/a	
Comments	January 12, 2015, an application was submitted by the buyer to construct a 12-story tower containing 210 apartments, 2,937 square feet of commercial space, and 98 townhomes in 13 separate three-story buildings. The size of the property was obtained from a city document. At the time of sale, the property was developed with two 1980s-vintage concrete tilt-up industrial buildings totaling about 111,978 square feet, which would be demolished to accommodate the proposed project, a cost to be incurred by the buyer. Off-sites will include street improvements on Piper Drive and Garden Street, including landscaping.	

Comparable Land Sale Data Sheet – MFL-07

Property Type	Multi-family - Land	
Type of Transaction	Sale	
COE	12/04/17	
Sales Contract Date	Not Discovered	
Sales Price	\$11,000,000	
\$/Sq. Ft. (Land)	\$92.16	
Address	3515 Walnut Avenue	
City, State	Fremont, CA	
Zip	94538	
APN	501-1130-009	
Buyer	WSB Bungalows, LLC	
Seller	Central Realty (U.S.A.) Inc.	
Document #	17-266012	
DTT	\$12,100.00	
Terms	Conventional Loan; 50% down payment	
Parcel Size (Acres)	2.74	
Parcel Size (Sq. Ft.)	119,354	
Utilities / Irrigation	All to Site	
Zoning	D-E & D-MD	
General Plan	Commercial - City Center	
Density	FAR of 1.25 - 2.5 for Mixed Use projects with ground floor commercial and residential uses above	
Entitlements	None (See Comments)	
Verified By	Mark Pilarcyk - See Comments	
Contact Info.	408-203-1892	
Comments	The property is located within Fremont's City Center and included in the Downtown Community Plan. The property is just outside a one-half mile radius from the Fremont BART station. This property is in contract and a representative for the contract buyer, Fore Green Dev, LLC (not a part of this sale), confirmed that the property had sold unentitled but was not privy to the details and would not share any information regarding the current pending sale. The City's website indicates that a development proposal for a 275 apartment units in a five-story building and six-level parking structure has been made by Fore Green Dev, LLC. A subscription data reporting service disclosed that this sale was a 1031 exchange for the buyer who had approached the seller with an unsolicited offer. The property fronts on three streets and the entire frontage will need to be improved as part of any development but there does not appear to be any other extraordinary off-site costs associated with this sale.	

Land Sales Data Analysis

Adjustments are made to the comparable sale prices for the differences in the properties as they compare to the subject. The Appraiser has considered a number of adjustments for the analysis of the comparable data in relation to the subject property. The comparable data has been adjusted for inferior and superior characteristics. For Example: where a comparable had an inferior characteristic, a positive (+) adjustment to the comparable was made. Where the comparable had a superior characteristic, a negative (-) adjustment was made to the comparable. Adjustments were made sequentially for property rights conveyed, financing terms, conditions of sale, expenditures incurred by the buyer immediately after the sale, and market conditions at the time of sale. Adjustments for location characteristics, physical characteristics, use and non-realty components of value are subsequently added and applied. None of the sales, to the Appraiser's knowledge, included non-realty components of value.

Property Rights Conveyed: The subject's fee simple interest is being appraised for this analysis. Since all of the comparable sales involved the conveyance of the fee simple interest, no adjustment has been made for this factor.

Financing terms: The comparable sales were either all-cash transactions or a conventional loan was obtained by the buyer to finance the purchase and terms of the sale were cash to the seller, warranting no adjustment.

Conditions of Sale: MFL-05 is comprised of two properties that were being separately marketed that sold as an assemblage and a downward adjustment has been applied for this factor. MFL-07 was a 1031 exchange for the buyer who had approached the seller with an unsolicited offer and an downward adjustment appeared warranted. The Appraiser is not aware of any unusual sale conditions regarding the other comparables.

Expenditures After Purchase: At the time of sale, MFL-05 was developed with two large industrial buildings, which will need to be demolished to accommodate the buyer's proposed project, and will be the responsibility of the buyer, warranting an upward adjustment. The buyer of MFL-01 and MFL-04 will also incur the cost of clearing the site, although negligible relative to the selling price, and only a slight upward adjustment has been applied to these sales. The other comparables sold vacant of any structures.

Change in Market Conditions: Sometimes comparable sales are analyzed under different market conditions than those applicable to the subject on the date of value, that is, if general property values have appreciated or depreciated due to inflation or investor's perceptions of the changes in the market over time. The comparables sales were recorded between January 2016 and February 2018; however, all were negotiated at a time of inferior market conditions than that on the date of value, warranting an upward adjustment, to varying degrees, supported by data presented in a previous report section.

Location / Access: Locational adjustments have been broken into elements that reflect the property's overall desirability to potential buyers based on neighborhood factors such as age and condition of nearby properties, proximity to enhancing or detrimental factors, or an identifiable valuation element relating to address (locational appeal). The subject is included in the Milpitas Transit Area Specific Plan and located near the Milpitas BART station and Great Mall, where older

industrial districts are being replaced by high-intensity mixed-use developments. MFL-03, MFL-04, MFL-05, and MFL-06 have a similar location and no adjustment has been applied for this element of comparison. MFL-02's location in the northern part of San Jose, next to the new Berryessa BART Station, is judged to rate superior, based on market perception, and a down adjustment is warranted. Conversely, MFL-01 and MFL-07's Fremont locations are concluded to be inferior, warranting an upward adjustment, although giving more consideration to MFL-07 being located in the downtown, compared to MFL-01's Fremont Boulevard location.

Size: The comparables range in size from 0.39 acre to 9.38 acres, bracketing the subject at 2.48 acres. With the exception of MFL-07, which was judged to be similar in size to the subject, adjustments have been applied to the remaining comparables for this factor, to varying degrees, when applying the law of diminishing returns, which dictates that smaller parcels of land transact at a higher price on a per unit basis and vice versa.

Site Utility / Constraints: The subject site has level topography and not unusually shaped but has limited street frontage. The subject is also located entirely within a flood plain, which has more stringent development implications. Excepting MFL-04 and MFL-06, the other comparables either have an above average amount of street frontage or are located outside of a designated flood hazard area, rating superior site utility, warranting a downward adjustment. No adjustment has been applied to MFL-04 and MFL-06 for this factor.

Utilities (Off-Sites): The subject is located in a developed area and has access to all public utilities located at the street, as do all of the comparables. The subject is included in the Milpitas Transit Area Specific Plan and the City's Draft Preferred Plan proposes an extension of Sango Court / Tarob Court as part of the site development. MFL-01 and MFL-04 have limited off-site costs associated with their respective proposed projects, warranting a downward adjustment. No adjustment has been applied to the other comparables for this element of comparison.

Density / Product Mix: Milpitas adopted the Transit Area Specific Plan that included a goal of creating 20% affordable units within new residential construction. Resolution No. 8491, subsequently adopted in 2015, clarifies that "affordable housing requirements shall apply to all completely new residential development applications submitted to the City after June 16, 2015." The seller of MFL-04 submitted an application prior to the Resolution, and is, therefore, not subject to the affordable housing requirement, warranting a downward adjustment. The development proposed for MFL-05 does not include any below market rate (BMR) units either, and a downward adjustment has been applied to this comparable for similar reasons. Conversely, the buyer of MFL-01 poses a project that is comprised entirely of affordable housing units, and an adjustment is judged to be warranted for this element of comparison. It has been determined that the other comparables did not warrant adjustment for this factor.

Entitlements: The sellers' involved in MFL-02, MFL-03, and MFL-04 had processed development approvals and the comparables sold with entitlements for multifamily projects. Thus, these comparable sales warranted a downward adjustment for the time and monies expended by the sellers to reach that point of the development process. For the remaining comparables, the buyers in these transactions sought out obtaining entitlements for their respective projects, or sold as unentitled land, and an adjustment for this factor has therefore not been applied.

Land Use / Zoning: The subject's land use designation allows for residential development within the density range of 41 to 60-90 units per gross acre, as a Transit Oriented Development. In regards to the maximum number of units per acre that are legally allowed, MFL-02 rates superior for this element of comparison, warranting a downward adjustment. No adjustment has been applied to the other comparables for this factor.

The following table summarizes the adjustments made to each comparable. (Bold font and/or a larger font size denotes more significant adjustment).

Comparable	MFL-01	MFL-02	MFL-03	MFL-04	MFL-05	MFL-06	MFL-07
Address	38631 Fremont Boulevard Fremont, CA	1501 Berryessa Road San Jose, CA	Centre Pointe Drive Milpitas, CA	1316 South Main Street Milpitas, CA	730 & 750 E. Capitol Ave Milpitas, CA	SEC of Piper Dr & Garden St Milpitas, CA	3515 Walnut Avenue Fremont, CA
Sale Date	Feb-18	Apr-17	Sep-17	Dec-17	Jan-16 & May-16	Jan-17	Dec-17
Sales Price	\$3,500,000	\$35,000,000	\$16,295,000	\$2,100,000	\$29,700,000	\$19,600,000	\$11,000,000
Parcel Size (Acres)	1.10	6.50	4.51	0.39	9.38	5.72	2.74
Sales Price / Sq. Ft.	\$72.91	\$123.61	\$82.93	\$125.01	\$72.69	\$78.66	\$92.16
Property Rights Conveyed	Ø	Ø	Ø	Ø	Ø	Ø	Ø
Financing Terms	Ø	Ø	Ø	Ø	Ø	Ø	Ø
Conditions of Sale	Ø	Ø	Ø	Ø	Negative	Ø	Negative
Expenditures After Purchase	Positive	Ø	Ø	Positive	Positive	Ø	Ø
Market Conditions (Time)	Positive	Positive	Positive	Positive	Positive	Positive	Positive
Location / Access	Positive	Negative	Ø	Ø	Ø	Ø	Positive
Size	Negative	Positive	Positive	Negative	Positive	Positive	Ø
Site Utility / Constraints	Negative	Negative	Negative	Ø	Negative	Ø	Negative
Utilities / Off-Sites	Negative	Ø	Ø	Negative	Ø	Ø	Ø
Density / Product Mix	Positive	Ø	Ø	Negative	Negative	Ø	Ø
Entitlements	Ø	Negative	Negative	Negative	Ø	Ø	Ø
Land Use (Zoning / General Plan)	Ø	Negative	Ø	Ø	Ø	Ø	Ø
Net Adjustment	Positive	Negative	Positive	Negative	Positive	Positive	Similar

Land Value Conclusion

The seven comparable land sales range from an unadjusted unit price of \$72.69 to \$125.01 per square foot. After adjustments, the comparable sales point to a unit value conclusion for the subject property similar to that of MFL-07. In addition to the comparables used in the preceding analysis, the Appraiser discovered a 1.31-acre, R4-TOD zoned parcel located adjacent to the subject at 1700 Sango Court that is currently being offered for sale for a list price of \$5,415,000 or \$94.89 per square foot and the agent that has the listing indicated that an all-cash offer was recently made for \$5 million or \$87.62 per square foot but no sale of the property was initiated. There is an existing industrial use currently on this property.

Based on the prior analysis and discussion, the estimated value of the subject property is concluded to be **\$92.00** on a per square foot basis, when considering the site as if vacant. Therefore, the estimated fair market value of the subject property, before deducting the cost to demolish the subject's existing improvements, is shown in the table below, when applying the sales comparison approach.

Unit Value (\$/Sq. Ft.)*		Land Area (Sq. Ft.)		Indicated Value
\$92.00	×	107,985	=	\$9,934,620

*As though the site is vacant

Value of the Subject Property and Estimated Just Compensation

As previously discussed, with the subsequent adoption of the TASP in June 2008, and rezoning of the property, the subject's industrial use became a legal non-conforming use and because the prior industrial use was discontinued for a continuous period of more than one year, in accordance with Section XI-10-56.03 of the Milpitas Municipal Code, the prior non-conforming use may only be replaced with a conforming use. It has been determined that the subject building cannot be repurposed for any legal use allowed under the subject's R4-TOD zoning. Therefore, it has been concluded the subject improvements have no remaining economic life and do not contribute any value to the subject property when considering the highest and best use for multifamily development and the building and associated improvements need to be demolished. Marshall Valuation Service (MVS), a construction cost service widely in use by appraisers, was utilized to estimate the cost of clearing the site and is shown in the table below.

Improvements	Sq. Ft.		Demo Cost (\$/Unit)**		Indicated Value
Building	40,474	x	\$6.50	=	\$263,081
Site Improvements (Paving, Landscaping, etc.)	67,511*	x	\$1.25	=	\$84,389
Total Estimated Cost of Demolition:					\$347,470

*Total site area less the footprint of the building **Includes hauling and disposal

The estimated market value of the subject property, utilizing the sales comparison approach, was previously estimated to be \$9,934,620, as though the site is vacant and available to be developed to its highest and best use. After deducting for the cost to clear the site, concluded above to be \$347,470, the estimated fair market value of the subject property, and the recommended just compensation, is as follows:

$$\$9,934,620 - \$347,470 = \$9,587,150$$

Fee Simple Interest and Estimated Just Compensation, Rounded: \$9,590,000

(Nine Million Five Hundred and Ninety Thousand Dollars)

ADDENDA

COMPARABLE LAND SALE PARCEL MAPS

ASSESSOR'S MAP 501

Code Area Nos. 12-013 12-211

900

Scale: 1"=200'

EX-MISSION SAN JOSE (CASE 1-6-15)

PM 2642 III/76 PM. 2936 III/56

PM. 2947 III/58

SUR. 71

MFL-01

Corrected: 5-8-58 g.
Re: 12-13-50 PM
5-10-50 PM
11-17-57 CSJL
5-6-58 WL
7-31-58 WL

Per. 8 to 11 incl. new pin Bk. 930.

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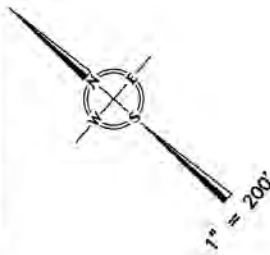
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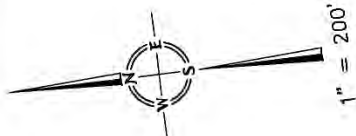
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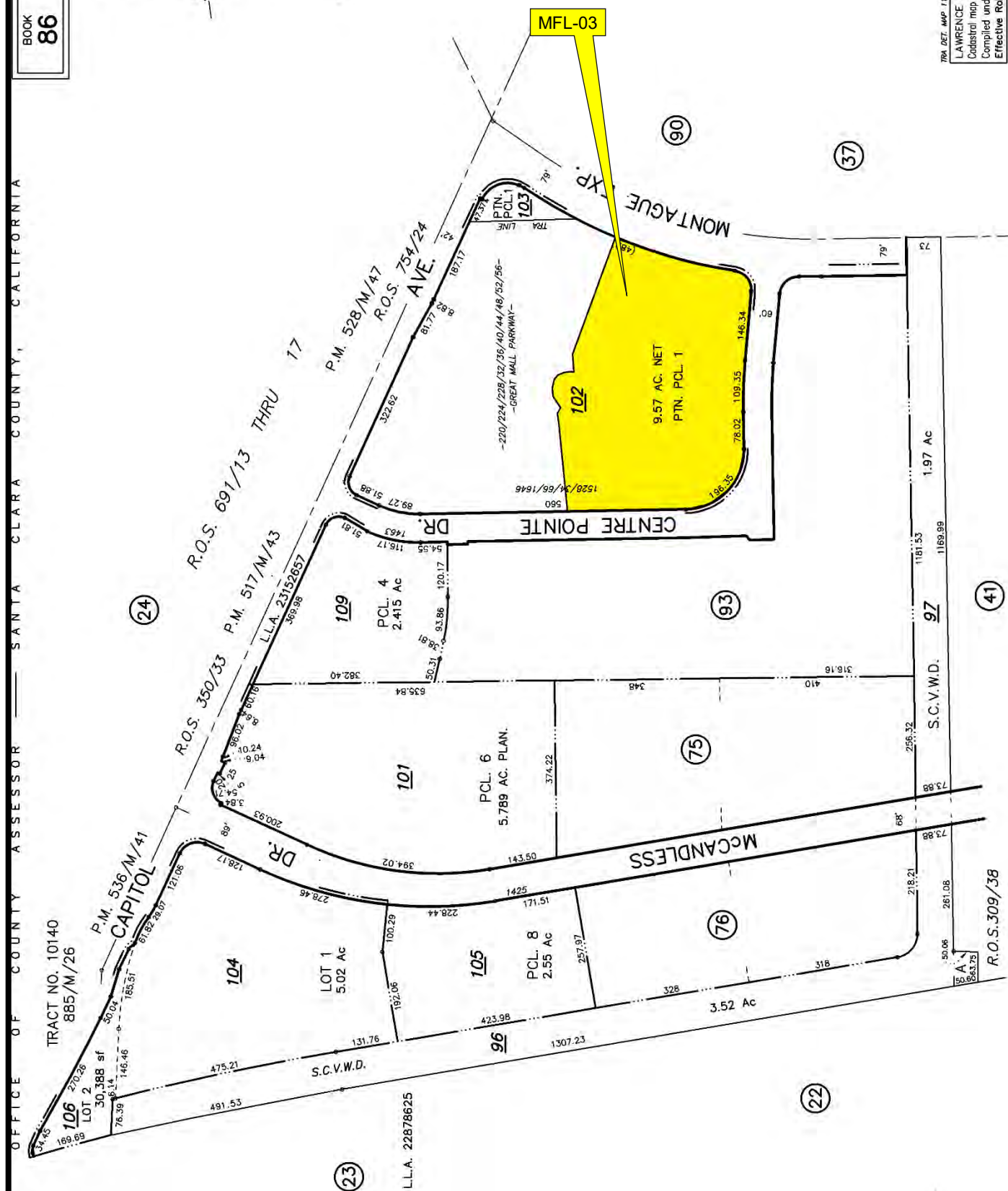
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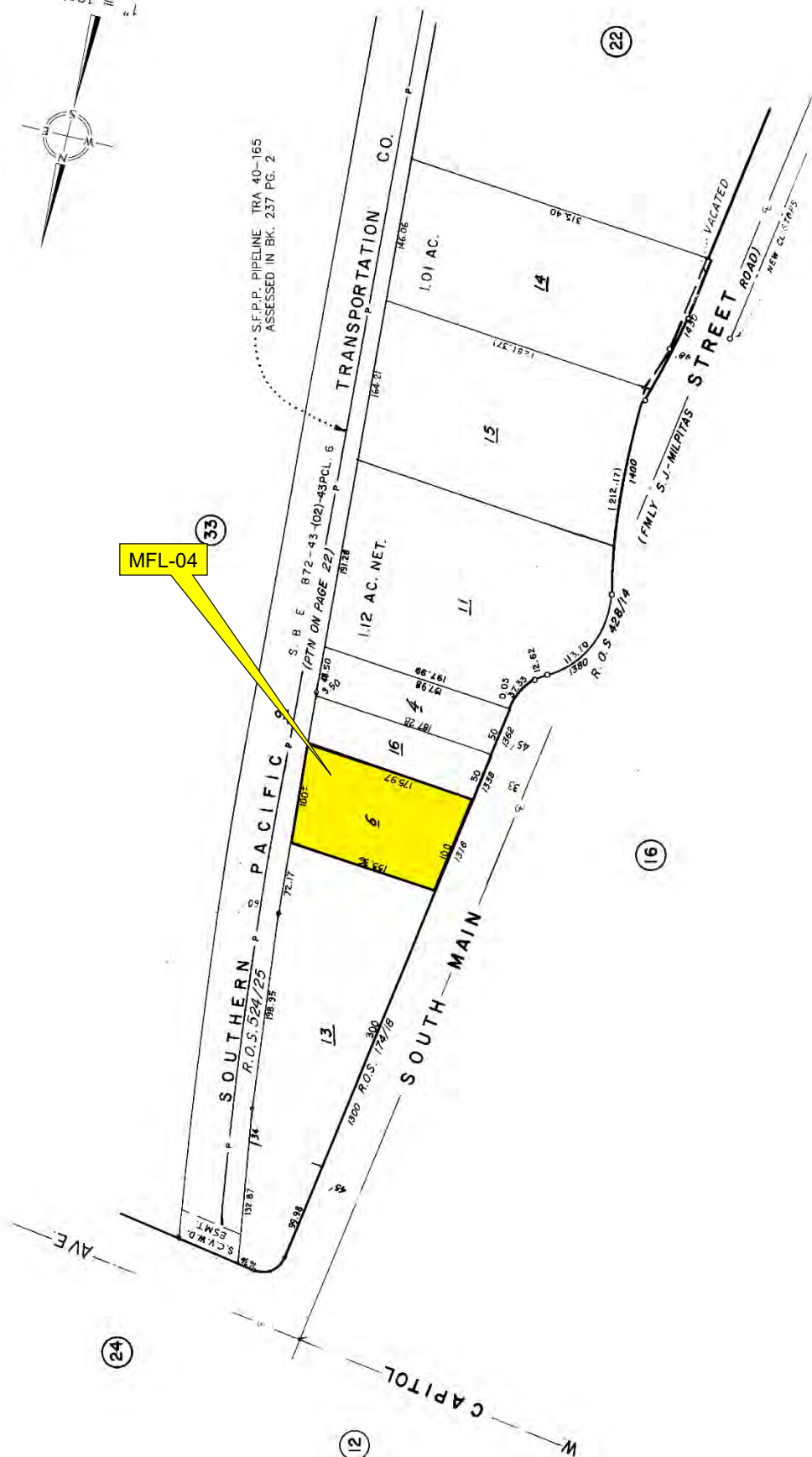
MFL-02

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2018–2019

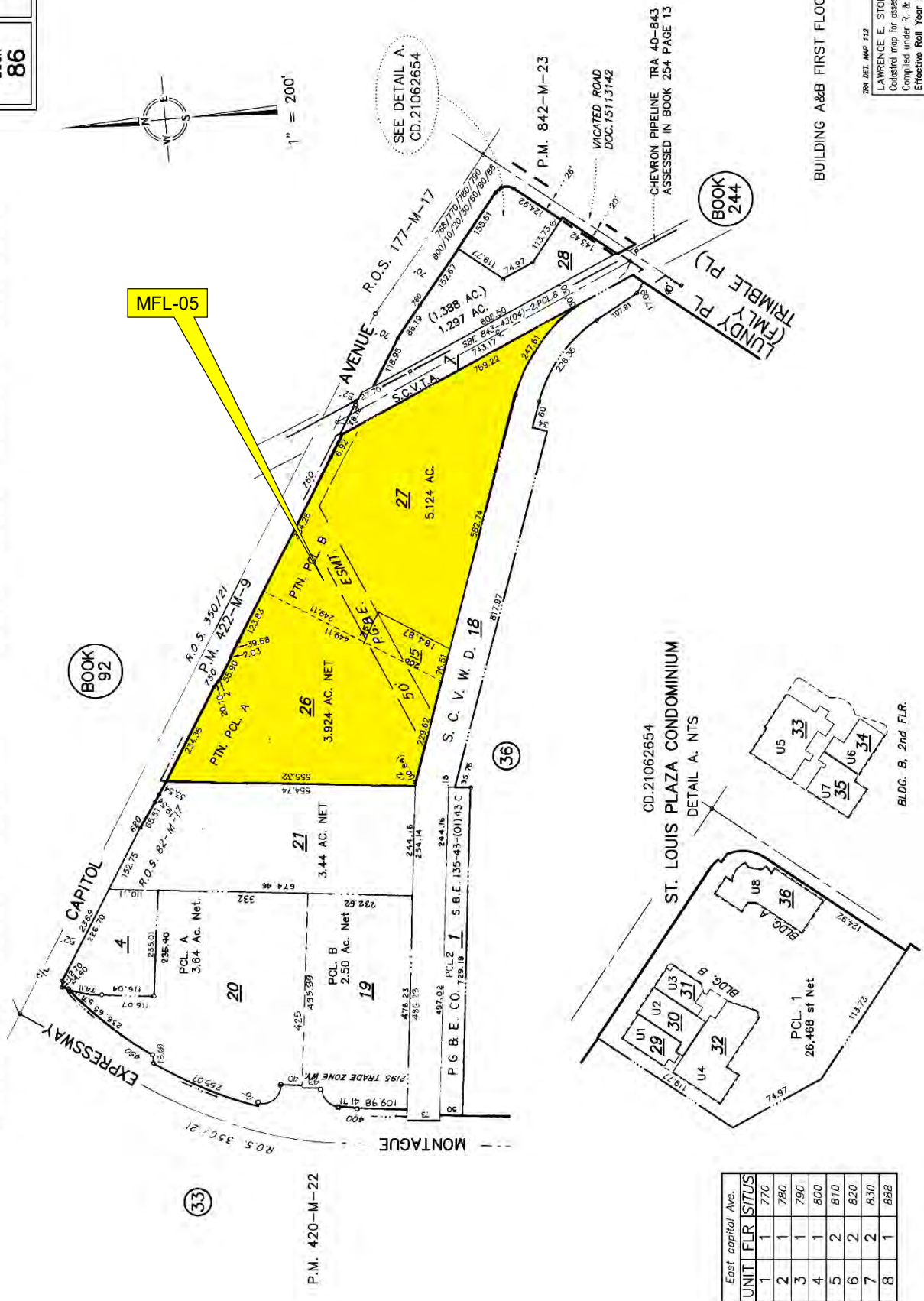
 $1'' = 200'$

LAWRENCE E. STONE — ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2017–2018



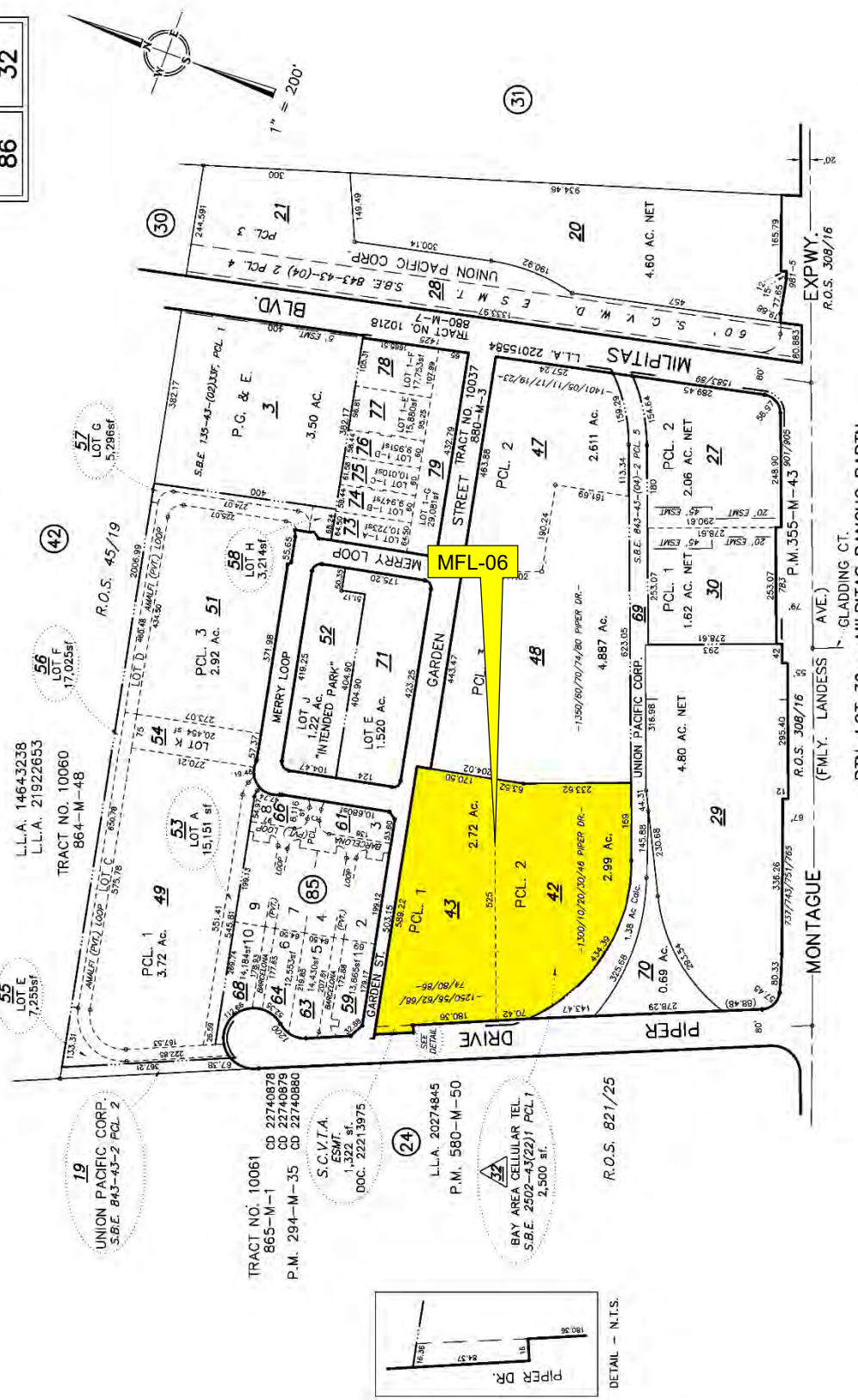


LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2004-2005



East Capital Ave.	
UNIT	FLR SITUS
1	1 770
2	1 780
3	1 790
4	1 800
5	2 810
6	2 820
7	2 830
8	1 888

BOOK 92 MAP 112
LAWRENCE E. STONE — ASSESSOR
Cadastral map for assessment purposes only
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2012-2013



194 OCT MAP 112
LAWRENCE E. STONE - ASSESSOR
Cadastral map for assessment purposes only
Compiled under R.C. 11100, Sec. 317
Effective Roll Year 2015-2016

NOTICE OF DECISION TO APPRAISE



CITY OF MILPITAS

OFFICE OF THE CITY MANAGER

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3050, FAX: 408-586-3056, www.ci.milpitas.ca.gov

October 30, 2018

GEOMAX
3460 Edward Avenue
Santa Clara, CA 95054

Notice of Decision to Appraise

Re: Project: Transit Area Specific Plan
Site Address: 1841 Tarob Court, Milpitas, CA
APN: 086-36-030

Dear Property Owners:

The City of Milpitas is considering acquiring property for the Transit Area Specific Plan. Your property is within this area. Attached is an Assessor's Parcel Map identifying your property that is being considered for acquisition for the proposed project.

Associated Right of Way Services, Inc., (AR/WS) has been retained by the City of Milpitas to provide appraisal services. Your property will be appraised for possible acquisition by Brian Drake of AR/WS, and he will be visiting and inspecting the property. Please call (800) 558-5151 to arrange a mutually acceptable appointment for the site visit. Mr. Drake will be available to answer any questions you may have with regard to the appraisal process.

A booklet generally explaining the rights and benefits of a property owner is enclosed. The appraisal of real property in connection with planned acquisition for a public project can be a complex effort. If you do plan to retain your own appraiser, you are encouraged to interview professionals who are experienced in this particular specialized area of appraisal. Some sources of information to consult for more information about appraisers and appraisals related to proposed government acquisitions for public projects are:

- Bureau of Real Estate Appraisers
- International Right of Way Association
- Appraisal Institute of California

www.orea.ca.gov
www.irwaonline.org
www.appraisalinstitute.org

For questions regarding the project design and schedule, please contact Steve Chan, Transportation Manager, at (408) 586-3324. If you have any questions regarding the appraisal process, please contact Brian Drake at (800) 558-5151. This notice does not constitute an offer to purchase your property. After completion of the appraisal, you may be contacted by an acquisition representative.

Sincerely,

Steven G. McHarris
Deputy City Manager

c: Brian Drake, R/W-AC – Associated Right of Way Services, Inc.

ZONING EXCERPTS

XI-10-56.03 - Nonconforming Use of Buildings and Structures

- A. The continuation or change of a nonconforming use of a building or structure shall meet the requirements provided below.
1. Continuation of Existing Nonconforming Use. A legally established use that is no longer permitted in a particular zoning district because of a modification of this Chapter shall be allowed to continue indefinitely, absent discontinuation of the use for a year or more and failure to comply with the re-establishment provisions of Section XI-10-56.03(B) below.
 2. Discontinuation of Nonconforming Use. The nonconforming use of a building, structure or portion thereof, which is discontinued for a continuous period of one (1) year or more, may be replaced only with a conforming use, absent an approved nonconforming use reestablishment set forth in Section XI-10-56.03(B) below. Nonconforming uses which have been discontinued for a period of less than one (1) year may be replaced, if (1) with a nonconforming use of the same use classification as a matter of right or (2) a nonconforming use of a different use classification, subject to compliance with the findings and procedures set forth Section XI-10-56.03(B).
 3. Changes of Use Within the Same Use Classification. An existing, ongoing nonconforming use may be changed to a different use within the same use classification. For example, a nonconforming auto repair shop use may be changed to a tire shop use, since both uses fall within the same use classification (auto service uses).
 4. Change of Use to a Different Nonconforming Use Classification. An existing, ongoing nonconforming use may be changed to a nonconforming use of a different use classification only if it can be found that the proposed use is equivalent to or more appropriate than the existing nonconforming use at the project location. The proposed use may be allowed only by way of a conditional use permit and only if, in addition, all of the following findings can be made:
 - a. The proposed nonconforming use would not cause a nuisance to the surrounding properties and district (e.g., excessive parking demand, traffic, noise, etc.).
 - b. The proposed nonconforming use would be compatible with the general character of the surrounding neighborhood or district.
 - c. The proposed nonconforming use is necessary to allow gainful economic use of structures or improvements until such structures or improvements can be permanently converted to conforming uses.
- B. Re-establishment of Discontinued Nonconforming Uses Within the Midtown and Transit Area Specific Plan Areas (Sunsetting Provision).
1. Once discontinued for a year or more, nonconforming uses only within the Midtown Specific Plan Area and the Transit Area Specific Plan Area may be re-established if all of

the following findings can be made:

- a. The proposed re-establishment of a nonconforming use would not cause a nuisance to the surrounding properties and district (e.g., excessive parking demand, traffic, noise, etc.).
- b. The proposed re-establishment of a nonconforming use would be compatible with the existing general character of the surrounding neighborhood or district.
- c. The proposed re-establishment of a nonconforming use is necessary to allow gainful economic use of structures or improvements until such structures or improvements can be permanently converted to conforming uses.

In addition to the above findings, the re-establishment of a discontinued nonconforming use may only be approved by the Planning Commission by way of a conditional use permit, with the above additional findings, if (1) the proposed use lies within 1,000 feet of any residential use or (2) the proposed use would require conditional use permit review under current zoning requirements for the zoning district listed in the zoning map in existence at the time the use became nonconforming. The re-establishment of a discontinued nonconforming use may be approved administratively by Planning Division staff in all other circumstances, contingent on the existence of findings by Planning Division staff that the above listed grounds for re-establishment exist.

2. This Section XI-10-56.03(B) shall become inoperative June 16, 2016, and shall be considered repealed on that date, unless a later enacted ordinance that becomes effective on or before June 16, 2016, deletes or extends that date. All other provisions of Section XI-10-56.03 shall be unaffected by this sunset clause.

(Ord. No. 38.817, § 2, 9/16/14; Ord. No. 38.793, § 3, 5/17/11; Ord. 38.777 (14) (part), 6/17/08)

Section 4 - Residential Zones and Standards*

* Prior ordinance history: Ords. 38, 38.19, 38.22, 38.207, 38.339, 38.373.1, 38.384, 38.526, 38.541, 38.561, 38.605, 38.646, 38.687, 38.702, 38.746, 38.758, 38.761, 38.763 and 38.776.

XI-10-4.01 - Purpose and Intent

- A. Single-Family Residential (R1) Zone. The purpose and intent of this zone is to stabilize and protect the residential characteristics of the District and to promote and encourage a suitable environment for family life. The R1 District is intended for the suburban family home and the services appurtenant thereto.
- B. One and Two-Family Residential (R2) Zone. The purpose and intent of this zone is to stabilize and protect the residential characteristics of the District and to promote and encourage a suitable environment for family life. The R2 District is intended for suburban family homes and the community services appurtenant thereto.
- C. Multi-Family High Density Residential (R3) Zone. The purpose and intent of this zone is to stabilize and protect the residential characteristics of the District and to promote, insofar as compatible with the intensity of land use, a suitable environment for family life.
- D. Multi-Family Very High Density Residential (R4) Zone. The purpose and intent of this zone is to stabilize and protect the residential characteristics of the District and to promote a suitable residential environment. The "R4" District is intended to provide for higher-density residential "villages" structured around transit stations, streets, creek side open spaces, trails and parks.
- E. Urban Residential (R5) Zone. The purpose and intent of this zone is to provide for high-density residential development structured around transit stations.

(Ord. 38.777 (6) (part), 6/17/08)

XI-10-4.02 - Residential Use Regulations

A. Permitted and Conditionally Permitted Uses.

1. Primary Uses. The uses identified in Table XI-10-4.02-1, Residential Zone Uses, shall be the primary uses allowed to occur on a property. All uses except for those noted shall be conducted entirely within enclosed structures. The primary uses identified in Table XI-10-4.02-1 shall be permitted or conditionally permitted, as indicated:

P	Where the symbol "P" appears, the use shall be permitted.
P/C	Where the symbol "P/C" appears the use may be permitted if certain criteria is met or otherwise a Conditional Use Permit shall be required, in accordance with Section XI-10-57.04, Conditional Use Permits, of this chapter.
C	Where the symbol "C" appears, the use shall be permitted subject to the issuance of a Conditional Use Permit, in accordance with Section XI-10-57.04, Conditional Use Permits, of this chapter.
O	Where the symbol "O" appears, the use is subject to an alternative review process described in a subsequent footnote.

2. Accessory Uses. The following are the accessory uses permitted in all residential zoning districts:
- Boarding houses of not more than two (2) persons.
 - Home occupations and professional offices in home, as provided in Section XI-10-13.05, Home Occupation, of this chapter.
 - A State authorized, certified or licensed family care home, foster home or group home serving six (6) or fewer mentally disordered or otherwise handicapped persons or dependent or neglected children provided such care home furnishes care on a 24-hour a day basis.
 - Other accessory uses, accessory buildings and structures customarily appurtenant to a permitted use, as provided for in Sections XI-10-13.05, Home Occupation and XI-10-54.08, Accessory Buildings and Structures, of this chapter.
 - Small family child care home.
 - Large family child care home, as provided for in Subsections XI-10-53.23-6 through XI-10-53.23-8, Parking Schedule, and Section XI-10-13.06, Large Family Child Care and Child Care Centers, of this chapter.
- B. Prohibited Uses. The following uses are prohibited:
- Uses where the symbol "NP" appears within Table XI-10-4.02-1.
 - Adult Businesses as defined in Section XI-10-13.04, Adult Businesses, of this chapter.
 - Uses that have been excluded from Table XI-10-4.02-1, unless they are found by the City to be similar to permitted or conditionally permitted uses in accordance with subsection C below.
- C. Other Uses. Any other uses, may be considered by the Planning Commission that are similar in accordance with the procedure, prescribed in Section XI-10-54.02, Other Uses Permitted by Commission, of this chapter.

Table XI-10-4.02-1
Residential Zone Uses

Use	R1	R2	R3	R4	R5
1. Commercial					
Commercial services ^{1,2}	NP	NP	C	C	C
2. Professional Offices and related uses					
Offices ^{1,2}	NP	NP	C	C	C
3. Public/Quasi-Public and Institutional Uses					
Child care center	C	C	C	C	P
Nursing home ³	NP	C	C	C	C
Park, playground or community center (non-profit)	C	C	C	C	C

Parking lots	C	C	C	C	C
Public service structure	C	C	C	C	C
School (not trade or vocational)	C	C	C	C	C
Social hall, lodge, fraternal organization, club and religious assembly (non-profit)	C	C	C	C	C
4. Residential Uses					
Condominiums and condo conversions	NP	SFR: C Duplex: C	C	C	C
Duplex (Two dwellings)	NP	P	NP	NP	NP
Group dwelling	NP	NP	NP	C	C
Guest house	C	NP	NP	NP	NP
Manufactured home ⁴	P	P	NP	NP	NP
Multi-family dwellings (Three or more units)	NP	NP	P	P	P
Planned unit development ⁵	P	P	P	P	P
Second residential dwelling unit ⁶	P	SFR: P Duplex: NP	NP	NP	NP
Single-family dwelling	P	P	NP	NP	NP
Single-room occupancy residences ⁷	NP	NP	C	C	C
Transitional and supportive housing	P ⁸	P ⁸	P ⁹	P ⁹	P ⁹
5. Restaurants					
Restaurants ^{1,2}	NP	NP	C	P/C	P/C
6. Unclassified Uses					
Agriculture ¹⁰	P	P	P	NP	NP
Boarding house (three or more persons)	NP	C	C	C	C

Golf course ¹¹	C	C	C	NP	NP
Live work units ¹²	NP	NP	C	C	C
Model home complex ¹³	P	P	P	P	P

¹ Refer to Subsection XI-10-4.03(A), Residential Zone Special Uses, of this Chapter, for standards.

² Refer to Subsection XI-10-4.03(B), Residential Zone Special Uses, of this Chapter, for standards.

³ Licensed nursing home serving more than six persons, except when used primarily for contagious sickness, mental or drug alcohol addict cases.

⁴ Refer to Subsection XI-10-13.07, Manufactured Homes, of this Chapter, for standards.

⁵ Refer to Subsection XI-10-54.07, Planned Unit Developments, of this Title, for standards.

⁶ In conjunction with an existing legal single-family dwelling. Refer to Subsection XI-10-13.08, Second Family Unit, of this Chapter, for standards.

⁷ Refer to XI-10-13.13, Special Uses, Single Room Occupancy Residences, of this Chapter

⁸ Permitted only in single family dwellings

⁹ Permitted only in multi-family dwellings

¹⁰ Except for the raising of animals or fowl for commercial purposes, or the sale of any products at retail on the premises.

¹¹ Except for driving tee or range, miniature course and similar uses operated for commercial purposes.

¹² Allowed commercial uses to be specified through the Conditional Use Permit process.

¹³ Refer to Subsection XI-10-13.11(E), Model Home Complexes and Sales Offices, of this Chapter for temporary tract offices.

(Ord. No. 38.822, § 3, 5/5/15; Ord. No. 38.810, § 4, 12/3/13; Ord. No. 38.795, § 17, 4/6/10; Ord. 38.780 (3)—(7), 8/19/08; Ord. 38.777 (6) (part), 6/17/08)

XI-10-4.03 - Residential Zone Special Uses

- A. Incidental Services Within R3 Zones. Incidental services such as restaurants and retail sales to serve residents may be allowed through the approval of a Conditional Use Permit in accordance with the provisions in Section XI-10-57.04, of this chapter, provided there is no exterior display or advertising and such activities are conducted in spaces which are integral parts of a main building.
- B. Commercial Services, Retail and Offices within R4 and R5 Zones. Commercial services, retail and offices may be permitted provided they are:
 1. Less than or equal to ten thousand (10,000) square feet in gross floor area;
 2. Not open past 10:00 p.m.;

3. Not specifically noted in Table XI-10-4.02-1, Residential Zone Uses, of this Chapter, requiring Conditional Use Permit listed as a prohibited use; and
4. Not listed as a prohibited use in Section XI-10-4.02(B), Prohibited Uses, of this Chapter.

If items 1 through 2, above, are not met, then approval of a Conditional Use Permit is required in accordance with Section XI-10-57.04, of this Chapter.

- C. Affordable Housing. Affordable housing units should be provided in all new housing projects. While twenty percent (20%) is the minimum goal, affordable unit requirements will be determined on a project by project basis, taking into consideration the size and location of the project, the type of housing unit, proximity to transit and the mix of affordable units in the vicinity.

(Ord. No. 38.795, § 18, 4/6/10; Ord. 38.777 (6) (part), 6/17/08)

XI-10-4.04 - Residential Zone General Development Standards

The following minimum requirements shall be observed, except where increased for conditional uses. The minimum requirement shall be one of the following for the district classification as designated on the zoning map.

Table XI-10-4.04-1
Residential Zone Development Standards

Standards	R1	R2	R3	R4	R5
Lot Area, minimum (s.f.) ¹	R1-2.5: 2,500 R1-3: 3,000 R1-4: 4,000 R1-5: 5,000 R1-6: 6,000 R1-8: 8,000 R1-10: 10,000	Single-Family: 6,000 Two-Family: 8,000	8,000 2,000 per dwelling unit	None	None
Lot width, minimum (ft.) ²	R1-2.5: 30 R1-3: 30 R1-4: 40 R1-5: 50 R1-6: 55 R1-8: 70 R1-10: 80	Single-Family: 55 Two-Family: 70	70	None	None
Density, (Min- Max)	1 Dwelling Unit/ Lot (3-15 units per gross acre)	7-11 units per gross acre	12-20 units per gross acre	31-40 units per gross acre	41-60 units per gross acre

Front yard Setback, minimum (ft.) ³	R1-2.5: 20 R1-3: 20 R1-4: 20 R1-5: 20 R1-6: 20 R1-8: 25 R1-10: 25	Single-Family: 20 Two-Family: 20	20	8 min/15 max from back of sidewalk	Min: 12 Min: 20
Side yard setback (Interior), minimum (ft.) ⁴	R1-2.5: One side 5 R1-3: One side 5 R1-4: One side 6 R1-5: Adj. to garage 6, total ten feet. R1-6: Adj. to garage 6, total 13. R1-8: One side 7, total both sides 17 R1-10: One side 8, total both sides 20	Single-Family: Single Story: One side 4, total both sides 12. Two-story: One side 6, total both sides 15. Two-Family: Single Story: One side 7, total both sides 12. Two-Story: One side 8, total both sides 20.	Single Story: One side 5 ft., total both sides 12 ft. Two-2.5 story: One side 10 ft., total both sides 25 ft. Three-3.5 story: One side 12 ft., total both sides 30 ft.	10	15 20 for buildings over 3 stories which abut residential uses
Street side yard Setback, minimum (ft.) ⁵	10	10	10	Same as Front yard setback. See footnote 2.	Min: 12 Max: 20
Rear yard setback, minimum (ft.) (single story/two stories or greater) ⁶	R1-2.5: 15/20 R1-3: 15/20 R1-4: 15/20 R1-5: 20/20 R1-6: 25/25 R1-8: 25/30 R1-10: 30/35	Single-Family: 25/25 Two-Family: 25/30	Single Story: 30 ft. Two/2.5 story: 35 ft. Three/3.5 story: 40 ft.	10	15 20 for buildings over 3 stories which abut residential uses

Other Setbacks					Refer to Section XI-10-4.04, Special Development Standards.
Building Height, maximum (ft.) ⁷	Principal building: 30 Accessory building: 15 Guest house/ Caretaker building: 17	Principal building: 2.5 stories (30 ft.) Accessory building: 1.5 stories (15 ft.)	Principal building: 3.5 stories (35 ft.) Accessory building: 2.5 stories (25 ft.)	Four stories and 60 ft. Including architectural elements.	Six stories and 75 ft.
Parking	Refer to <u>Section 53</u> , Off Street Parking Regulations, of this Chapter.	Refer to <u>Section 53</u> , Off Street Parking Regulations, of this Chapter.	Refer to <u>Section 53</u> , Off Street Parking Regulations, of this Chapter.	Refer to <u>Section 53</u> , Off Street Parking Regulations, of this Chapter.	Refer to <u>Section 53</u> , Off Street Parking Regulations, of this Chapter.
Lot Coverage	Refer to Section XI-10-4.05, Special Development Standards, of this chapter.	NA	Refer to Section XI-10-4.05, Special Development Standards, of this chapter.		

¹ For R3 properties, the minimum requirement of lot area per dwelling unit may be waived where a Planned Unit Development has been approved at a higher density in accordance with the provisions of Section XI-10-54.07(B)(6)(c), Planned Unit Development, of this title. For R3 Properties, provided that all other requirements of this title are met, the required area per dwelling may be reduced to 1,000 square feet for each efficiency apartment, as defined herein, contained in a multiple-family dwelling.

² For R1 properties with slopes less than sixteen (16) percent. For R1-10 properties with slopes equal to or greater than sixteen (16) percent, but less than twenty-six (26) percent, the minimum lot width shall be two hundred (200) feet. For R1-10 properties with slopes equal to or greater than twenty-six (26) percent, the minimum lot width shall be three hundred (300) feet.

³ For R1 properties with slopes less than sixteen (16) percent. For R1-2.5, R1-3, and R1-4 properties, if access is provided to the side of garage via curved driveway, the setback may be 15 feet. For R1-10 properties with slopes equal to or greater than sixteen (16) percent, the minimum setback is forty (40) feet.

For R4 properties, the sidewalk shall be based on either existing sidewalk or an assumed 10-foot wide sidewalk, whichever is wider. Where a public easement prevents a building from being located at its required minimum or maximum setback, the building shall be located as close to the back of said easement as possible.

For R4 and R5 properties, (1) porches, stairs and balconies may be located in the front and street side setback areas provided they are incorporated into an integrated landscape concept where the majority of the setback areas are reserved for landscaping; (2) stairs and porches may project up to six (6) feet into the minimum setback; (3) the front yard setback area shall be landscaped; (4) where a public easement prevents a building from being located at its required minimum or maximum setback lines, the building shall be located as close to the back of said easement as possible.

⁴ For R1 properties with slopes less than sixteen (16) percent. For R1-10 properties with slopes equal to or greater than sixteen (16) percent but less than twenty-six (26) percent the minimum setback shall be twenty (20) feet on side and a total of forty-five (45) feet for both sides. For R1-10 properties with slopes equal to or greater than twenty-six (26) percent, the minimum setback shall be forty (40) feet.

For R4 and R5 properties, balconies, bay windows and awnings may project up to six (6) feet into the interior side setback. Interior side setback areas shall be landscaped but may also be occupied by accessory buildings and drive aisles.

⁵ For R5 properties, the street-side yard setback shall be landscaped.

⁶ For R1 properties with slopes less than sixteen (16) percent. For R1-10 properties with slopes equal to or greater than sixteen (16) percent, the minimum setback is forty (40) feet.

For R4 and R5 properties, balconies, bay windows and awnings may project up to six (6) feet into the rear setback. Interior side setback areas shall be landscaped but may also be occupied by accessory buildings and drive aisles.

For R5 properties, to mitigate the effects of adjacent service commercial or light industrial uses, increased setbacks and other measures, such as a solid six-foot barrier, shall be considered by the Planning Commission during the site and architectural review process.

⁷ For R3 properties, the height restriction can be waived where a Planned Unit Development has been approved at a density in excess of twenty (20) units per gross acre in accordance with the provisions of Section XI-10-54.07(B)(6)(c), of this chapter.

For R5 properties, except on specified sites with frontage on arterials, including Capitol Avenue, Great Mall Parkway, Montague Expressway, Milpitas Boulevard Extension, and Piper Drive, where heights may extend up to twelve (12) stories.

(Ord. 38.777 (6) (part), 6/17/08)

(Ord. No. 38.785, § 3, 4-7-09)

XI-10-4.05 - Residential Zone Special Development Standards

A. All Zones.

1. Areas for Collecting and Loading Recyclable Materials. There shall be provided areas for collecting and loading recyclable materials in accordance with the requirements of Section XI-10-54.12 of this Chapter.

B. R1 Zones.

1. Front Yard Coverage.

- a. A portion of the required front yard may be paved. The width of the area that may be paved shall not exceed the width of the garage, or fifty percent (50%) of the lot width measured at the front property line, whichever is greater. Patios within the required front are included in this calculation. Walkways, which are not used for vehicular parking, do not count towards coverage limits. Exceptions may be granted by the Planning Commission after public hearing notification, per Section XI-10-64 of this Chapter, for a Site Development Permit application, as described in Section XI-10-57.03 of this Chapter. For Hillside properties, refer to Section XI-10-45 of this Chapter for additional requirements. For regulations pertaining to parking in the front yard, refer to Milpitas Municipal Code Chapter V-500.
- b. For purposes of this section, "patio" shall mean a surfaced area (concrete, brick, stone, asphalt, pavers and the like) for recreational outdoor living use, not for vehicular parking purposes, within the required front yard.
- c. For purposes of this section, "walkway" shall mean a created surface, such as brick, stone, concrete, asphalt, pavers and the like, not exceeding six (6) feet in width, intended to facilitate pedestrian or bicycle passage, and not used for vehicular parking purposes.

C. R3 Zones.

1. Landscape and Open Space Requirements.

- a. A minimum of twenty-five (25) percent of the total lot area (not including paved parking area) shall be landscaped or recreational open space, exclusive of parking and vehicular traffic area and this shall be shown on site plan in detail for Planning Commission approval.
- b. An average of two hundred square feet of usable open space shall be provided for each dwelling unit. "Usable open space" shall mean any open space, the smallest dimension of which is at least 4 ½ feet and which is not used as storage or for movement of motor vehicles: except that yards abutting a public street, which are not adequately screened for privacy, in the opinion of the Planning Commission, shall not qualify as usable open space. Balconies, porches, or roof decks may be considered usable open space when properly developed for work, play or outdoor living areas. At least thirty (30) percent of required open space shall be contiguous to and provide for private usable open space of the individual dwelling unit.

2. On-Site Utilities Requirements.

- a. Where the allowable dwelling units exceed six (6) for a single parcel or the total area to be subdivided exceeds three (3) acres, all on-site utilities are to be placed underground.
- b. Television antennas are to be centralized for structures of four (4) or more units.

3. Trash and Storage Areas and Areas for Collecting and Loading Recyclable Materials.

- a. There shall be provided areas for collecting and loading recyclable materials in accordance with the requirements of Section XI-10-54.12 of this Chapter.
- b. All outdoor storage and trash areas shall be within a completely enclosed building or behind a solid wall or tight board fence a minimum of six (6) feet in height.

D. R4 Zones.

1. Park and Open Space Requirements for Residential Uses.

- a. All residential projects within the Midtown Specific Plan area shall provide park land at a ratio of three and one-half (3 ½) acres per one thousand (1,000) population. Up to one and one-half (1 ½) of each three and one-half (3 ½) total park acres required (43%) may be satisfied by the provision of private

recreational areas. The remaining park land requirement must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1).

- b. All residential projects outside the Midtown Specific Plan area shall comply with the park land dedication provisions provided in Section XI-1-9.06 (Amount of Park Land to be Dedicated) of the Milpitas Subdivision Ordinance.
 - c. A minimum of twenty-five percent (25%) of the total site shall be usable open space or recreational facilities. Balconies, porches, or roof decks may be considered usable open space when properly developed for work, play or outdoor living areas.
 - d. Balconies and porches located above ground level with a minimum dimension of 4 ½ feet constructed for use by dwelling units shall be exempt from the usable open space dimension standards above and within in Section XI-10-2 of this chapter, and may be considered to satisfy usable open space requirements. Each dwelling unit shall be provided with private open space as follows:
 - i. Balconies and porches (above ground level): minimum sixty (60) square feet; or
 - ii. Patios (at ground level): minimum one hundred square feet.
2. Exceptions to Standards.
- a. Exceptions to all but the use, density and park land requirement regulations of this Section may be approved by the Planning Commission through approval of a Conditional Use Permit in accordance with the requirements of Section XI-10-57.04.
 - b. In addition to the required findings under Section XI-10-57.04, the Planning Commission must be able to make the following two additional findings for such exceptions:
 - i. The exceptions meet the design intent identified within the Specific Plan and do not detract from the overall architectural, landscaping and site planning integrity of the proposed development.
 - ii. The exceptions allow for a public benefit not otherwise obtainable through the strict application of the specified standard.

E. R5 Zones.

- 1. Building Location and Placement.
 - a. All buildings shall face the street.
 - b. Primary building entrances shall be oriented to the street.
- 2. Park and Open Space Requirements.
 - a. All residential projects within the Transit Area Specific Plan area shall provide park land at a ratio of three and one-half (3.5) acres per one thousand (1,000) population.
 - i. Two (2) of the required three and one-half (3.5) acres must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1). Land dedication is required if a park is shown on a property on Figure 3-8 of the Transit Area Specific Plan.
 - ii. Up to one and one-half (1.5) of each three and one-half (3.5) total park acres required (43%) may be satisfied by the provision of private recreational areas. Private open space cannot be shared between separate developments.
 - b. Each residential project shall provide adequate on-site usable open space or recreational facilities to the approval of the Planning Commission through the Site Development Permit process.
 - i. Balconies, porches, or roof decks, with a minimum dimension of four and one-half (4.5) feet, may be considered usable open space when properly developed for work, play or outdoor living areas.

- ii. Each dwelling unit shall be provided with private open space as follows:
 - 1. Balconies (above ground level): minimum forty (40) square feet; or
 - 2. Patios or porches (at ground level): minimum fifty (50) square feet.
- c. All development projects within the Transit Area Specific Plan area shall dedicate and/or improve public trails if a trail is shown on a property on Figure 3-8 of the Transit Area Specific Plan.
- d. Twenty percent (20%) of a landscape buffer area may count towards the public park and open space requirements when it includes trails or wide sidewalks connected to the pedestrian and bicycle network.
- e. Park Sites. Parks must be bordered by public streets, or public right-of-way such as a trail or railroad right-of-way, on at least three sides.
- 3. Exceptions to Standards.
 - a. Exceptions to all but the allowable uses, density requirements, and public and private park land requirement regulations may be approved by the Planning Commission through approval of a Conditional Use Permit in accordance with the requirements of Section XI-10-57.04, Conditional Use Permits, of this chapter.
 - b. In addition to the required findings for a Conditional Use Permit, the Planning Commission must be able to make the following two additional findings for such exceptions:
 - i. The exceptions meet the design intent identified within the Transit Area Specific Plan and do not detract from the overall architectural, landscaping and site planning integrity of the proposed development.
 - ii. The exceptions allow for a public benefit not otherwise obtainable through the strict application of the specified standard.
 - iii. The project design in its totality does not adversely impact adjoining properties to a greater degree than a project that complies with all development standards. Impacts to be considered include: access to sunlight, views, shadows on parks and open space, privacy, and noise.

(Ord. 38.780 (8), (9), 8/19/08; Ord. 38.777 (6) (part), 6/17/08)

XI-10-4.06 - Reserved.

Editor's note— Ord. No. 38.785, § 4, adopted April 7, 2009, amended the Code by repealing former XI-10-4.06 in its entirety. Former XI-10-4.06 pertained to off-street parking regulations, and derived from Ord. 38.777, adopted June 17, 2008.

XI-10-4.07 - Conformance with Specific Plans

Properties located within Specific Plans shall conform to the underlying Specific Plan in accordance with Section XI-10-11.06, Conformance with Specific Plans, of this Chapter.

(Ord. No. 38.795, § 19, 4/6/10; Ord. 38.777 (6) (part), 6/17/08)

XI-10-12.06 - Transit Oriented Development (-TOD) Overlay District

- A. Purpose and Intent. The purpose of the Transit Oriented Development Overlay District ("TOD") is to provide for land uses, land use densities and intensities and development standards that act to enhance and support transit and to locate such uses near rail transit stations. These provisions allow for a mix of goods and services within a convenient walk of the transit stations, encourage the creation of stable, attractive residential, commercial and industrial environments within the District and provide for a desirable transition to the surrounding conventional areas.
- B. Applicability. The "-TOD" overlay can be combined with any zoning district on lands that are generally within a 2,000 foot walk from a rail transit station. If any of the regulations specified in the "-TOD" overlay district differ from any corresponding regulations of any district with the "-TOD" Overlay district is combined, then the provisions of the "-TOD" Overlay district shall govern.
- C. Permitted, Accessory and Conditionally Permitted Uses. Permitted and conditional uses within the -TOD Overlay are the same uses as those allowed within the underlying base zones except as noted below. Refer to the use tables for Residential and Mixed Use Zones, within this chapter.
 - 1. Accessory Uses in R3-TOD/R4-TOD/R5-TOD Zones.
 - a. Retail stores, offices, and commercial service establishments as defined in Section XI-10-2.03, Definitions, provided they are:
 - i. On the ground floor level;
 - ii. Located on or within three hundred (300) feet of arterials or collectors including Great Mall Parkway, Montague Expressway, Milpitas Boulevard, Trade Zone Boulevard, and Piper Drive;
 - iii. Less than or equal to ten thousand (10,000) square feet in gross floor areas;
 - iv. Not open past 10:00 p.m.;
 - v. Conducted wholly within a building, except for approved outdoor seating areas;
 - vi. Not Adult Businesses as defined in Section XI-10-13.04, Adult Businesses, of this chapter;
 - vii. Not specifically noted in Section XI-10-6.04, Mixed Use Zone General Development Standards, of this chapter, as requiring Conditional Use Permit approval; and
 - viii. Not specifically noted in Section XI-10-6.04, Mixed Use Zone General Development Standards, of this chapter, as a use not permitted in a mixed-use district.

If items a through d are not met, then approval of a Conditional Use Permit is required in accordance with Section XI-10-57.04, of this chapter.

- b. Restaurants, or restaurants which include internet usage for customers, provided they:
 - i. Are located on or within three hundred (300) feet of arterials or collectors including Great Mall Parkway, Montague Expressway, Milpitas Boulevard, Trade Zone Boulevard, and Piper Drive;
 - ii. Are located on the ground floor;
 - iii. Provide no dancing or live entertainment;
 - iv. Have only ancillary on-premise consumption of beer and wine associated with food sales;
 - v. Conform to the performance standards as listed in Subsection XI-10-6.02-5, Restaurant Uses within Mixed Use Zones, of this chapter.

If items a through d are not met, then approval of a Conditional Use Permit is required in accordance with Section XI-10-57.04, Conditional Use Permits, of this chapter.

- c. Other accessory uses and accessory buildings customarily appurtenant to a permitted use, as provided for in Section XI-10-54.08, Accessory Buildings and Structures, of this chapter.

2. Conditionally Permitted Uses. The following require the approval of a Conditional Use Permit in accordance with 57.04, Conditional Use Permits, of this chapter.
 - a. Retail stores, offices and commercial service establishments, as defined in Section XI-10-2.03, Definitions, of this chapter, which do not meet the criteria in Section XI-10-12.06(C)(1)(a), Accessory Uses in R3-TOD/R4-TOD/R5-TOD Zones, of this section.
 - b. Restaurants, or restaurants which include internet usage for customers, which do not meet the criteria in Section XI-10-12.06(C)(1)(b) Accessory Uses in R3-TOD/R4-TOD/R5-TOD Zones, of this chapter.
 - c. The following uses may be allowed on the ground floor of a mixed use or residential building if a Conditional Use Permit is granted by the Planning Commission:
 - i. Transit stations and parking.
 - ii. Small-scale commercial uses to serve residents and local pedestrian traffic and to transit users, such as dry cleaners, video rentals, day care centers and cafes.
- D. Prohibited Uses.
 1. Vehicle oriented window service facilities, including drive-up or drive-in services.
 2. Adult Businesses, as defined in Section XI-10-13.04, Adult Businesses, of this chapter.
- E. Development Standards. The development standards for the underlying base zoning district shall apply, except any deviations noted below:
 1. MXD-TOD Areas.
 - a. Residential developments shall be a minimum of thirty-one (31) dwelling units per gross acre and shall not exceed forty (40) dwelling units per gross acre. The minimum number of residential units may be reduced for parcels that are less than twenty thousand (20,000) square feet.
 - b. Residential building height shall not exceed four (4) stories and sixty (60) feet, including special architectural elements such as towers and spires.
 - c. The maximum FAR for nonresidential buildings in the "MXD" District is one hundred percent (100% or 1.0).
 2. MXD2-TOD Areas.
 - a. Residential developments shall be a minimum of thirty-one (31) dwelling units per gross acre and shall not exceed fifty (50) dwelling units per gross acre. The minimum number of residential units may be reduced for parcels that are less than twenty thousand (20,000) square feet.
 - b. Childcare Centers.
 - i. Childcare centers are exempt from the FAR limits.
 - ii. Square footage dedicated to childcare centers may be counted towards the commercial space requirement.
 3. MXD3-TOD Areas.
 - a. Residential developments shall be a minimum of forty-one (41) dwelling units per gross acre and shall not exceed seventy-five (75) dwelling units per gross acre. The minimum number of residential units may be reduced for parcels that are less than twenty thousand (20,000) square feet.
 - b. Building Height. Greater height up to twenty-four (24) stories may be allowed with Planning Commission review.
 - c. Childcare Centers.
 - i. Childcare centers are exempt from the FAR limits.
 - ii. Square footage dedicated to childcare centers may be counted towards the commercial space

requirement.

4. R3-TOD Areas.

- a. Building Height. Residential building height shall not exceed four (4) stories and sixty (60) feet.
- b. Residential Density. Residential density shall be a minimum of twenty-one (21) dwelling units per gross acre and shall not exceed forty (40) dwelling units per gross acre.
- c. Nonresidential Intensity. Ground floor retail, restaurant, and commercial service uses are permitted up to a maximum Floor Area Ratio of thirty percent (0.30 or 30%).
- d. Front and Street Side Setbacks.
 - i. There shall be a minimum setback of eight (8) feet and a maximum building setback of fifteen (15) feet from the property line.
 - iii. Where a public easement prevents a building from being located at its required minimum or maximum setback lines, the building shall be located as close to the back of said easement as possible.

5. R4-TOD Areas.

- a. Building Height. Residential building height shall not exceed six (6) stories and seventy-five (75) feet.
- b. Residential Density. Residential developments shall be a minimum of forty-one (41) dwelling units per gross acre and shall not exceed sixty (60) dwellings units per gross acre.
- c. Nonresidential Intensity. Ground floor retail, restaurant, and commercial service uses are permitted up to a maximum Floor Area Ratio of fifty percent (0.50 or 50%).
- d. Front and Street Side Setbacks.
 - i. There shall be a minimum setback of twelve (12) feet and a maximum building setback of twenty (20) feet from the property line.
 - iii. Where a public easement prevents a building from being located at its required minimum or maximum setback lines, the building shall be located as close to the back of said easement as possible.

6. R5-TOD Areas.

- a. Residential developments shall be a minimum of forty-one (41) dwelling units per gross acre and shall not exceed seventy-five (75) dwelling units per gross acre.
- b. Ground floor retail, restaurant, and commercial service uses are permitted, up to a maximum Floor Area Ratio of fifty percent (50% or 0.50).
- c. Ground Floor Commercial Design Standards. On retail mixed use streets, and in any other areas with ground floor retail, restaurant, and commercial service uses, the following standards apply:
 - i. Ground Floor Commercial Depth. Ground floor commercial tenant spaces shall be at least sixty (60) feet deep. Exceptions may be allowed for small tenant spaces less than two thousand five hundred (2,500) square feet.
 - ii. Floor to Ceiling Height.
 - 1. Retail: minimum eighteen (18) feet.
 - 2. Office: minimum fifteen (15) feet.
 - iii. Windows. At least sixty (60) percent of the ground floor wall area between three (3) and eight (8) feet above the sidewalk shall be glass or other transparent material.
 - iv. Blank Walls. No more than thirty (30) percent of the linear frontage per street may be blank. No more than twenty-five (25) contiguous feet in length may be blank.
 - v. Building Entrances. There shall be at least one entrance per one hundred (100) feet of building

frontage.

- vi. Exterior Materials. All ground floor exterior materials shall be durable, quality materials, such as tile, stone, brick or glass.
 - vii. Wall Plane Articulation. Windows, doors, columns, and other features shall be recessed or project forward, such that there is a six-inch difference between wall and window surfaces and a total of at least eighteen inches from the window to the outermost plane of a wall or column.
 - viii. Floor Elevation. Ground floor elevation shall be no more than two feet above or below the sidewalk level.
7. C2-TOD Areas.
- a. Floor Area Ratio. The maximum FAR in the "C2-TOD" District is one hundred percent (100%, or 1.0).
8. "MP-TOD" Areas.
- a. Side Yard Setbacks.
 - i. Minimum ten (10) feet.
 - ii. Minimum thirty-five (35) feet when abutting residential uses.
 - b. Rear Yard Setbacks.
 - i. Minimum twenty (20) feet.
 - ii. Minimum one hundred (100) feet when abutting residential uses.
10. I-TOD Areas.
- a. Floor Area Ratio. There will be no maximum FAR in the "I-TOD" district.

F. Off-Street Parking and Bicycle Parking.

- 1. Off-Street Parking. Total off-street parking required in the Parking Schedule (refer to Section XI-10-53.23) and elsewhere in this Chapter may be reduced up to twenty percent (20%) for all "-TOD" overlay districts.
- 2. Development projects in the Transit Area Specific Plan area shall have maximum off-street parking requirements which are equal to the minimum off-street parking requirements of the base zoning district. Refer to the Parking Schedule in Section XI-10-53.23.
- 3. For locations within the Transit Area Specific Plan, preferential parking for carpools shall be one percent of the total amount of parking spaces required and appropriately signed.

Table XI-10-12.06
Number of Parking Spaces Required for MXD-TOD Zones

Use	MXD/MXD2/MXD3	
	Min Required	Max Allowed
Studio	0.8 covered	1.0 covered
1 Bedroom	1.2 covered	1.5 covered
2 + Bedrooms	<u>1.6</u> covered	2.0 covered
Guest Parking	15% of required total	
Bicycle Parking	Long-term Bicycle Parking: 1 per every 4 housing units (25%)	

	Short-term Bicycle Parking: 1 per every 20 parking spaces required (5%)	
Retail	0.8 per 250 sq. ft.	1.0 per 250 sq. ft.
Office	0.8 per <u>303</u> sq. ft.	1.0 per <u>303</u> sq. ft.
Other Uses	Refer to Table 53.23, Parking Schedule, of this title.	
Preferential Parking for Carpools	1% of required total	

G. Bicycle Parking.

1. Long-term bicycle parking shall be one space per every four housing units.
2. Short-term bicycle parking shall be one space per every 20 parking spaces required.

H. Landscape and Open Space Requirements for Residential Uses.

1. When combined with "-TOD" there shall be no minimum on-site open space requirements other than those specified in the base zoning district; however, adequate open space shall be provided to the approval of the Planning Commission through the Site Development Permit process.
2. All residential projects within the Transit Area Specific Plan area shall provide park land at a ratio of three and one-half (3.5) acres per one thousand (1,000) population.
 - a. Two (2) of the required three and one-half (3.5) acres must be satisfied by either dedication of land to the City for public parks and open space, or payment of an in-lieu fee, as set forth in Section XI-1-9 (Park Dedication) of the Milpitas Subdivision Ordinance (Title XI, Chapter 1). Land dedication is required if a park is shown on a property on Figure 3-8 of the Transit Area Specific Plan.
 - b. Up to one and one-half (1.5) of each three and one-half (3.5) total park acres required (43%) may be satisfied by the provision of private recreational areas. Private open space cannot be shared between separate developments.

I. Additional Development Requirements.

1. All developments within the "-TOD" Combining District shall, through the Site Development Permit review process, incorporate measures that would encourage the use of transit, foot and bicycles, including, but not limited to:
 - a. Retail shops and services that residents and employees use on a frequent basis, such as restaurants, cafes, exercise facilities, dry cleaners, day care, video rental and automated teller machines.
 - b. Participation in the Valley Transportation Agency's EcoPass or similar programs that support mass transit.
 - c. Provision of bicycle facilities and showers in new office and employment uses larger than 50,000 square feet only.
2. For locations within a Specific Plan, all improvements shall conform to the Midtown Specific Plan, including the Design Guidelines and Standards set forth in Chapter 8, or the Transit Area Specific Plan, including Design Guidelines and Standards set forth in Chapter 5.

J. Exceptions to Standards.

1. Exceptions to all but the density and floor area ratio standards may be approved by the Planning Commission through approval of a Conditional Use Permit in accordance with the requirements of Section XI-10-57.04, Conditional Use Permits, of this Chapter.
2. In addition to the required findings under Section XI-10-57.04(F), Required Findings, of this chapter, the Planning Commission must be able to make the following three additional findings for such exceptions:
 - a. The exceptions meet the design intent identified within the Zoning District and/or Specific Plan and do not detract from the overall architectural, landscaping and site planning integrity of the proposed development.
 - b. The exceptions allow for a public benefit not otherwise obtainable through the strict application of the specified standard.
 - c. The project design in its totality does not adversely impact adjoining properties to a greater degree than a project that complies with all development standards. (Impacts to be considered include: access to sunlight, views, shadows on parks and open space, privacy, and noise.)

K. Conformance with Specific Plans.

1. Midtown Specific Plan.

- a. The Midtown Specific Plan policies, as well as the Design Guidelines and Standards set forth in Chapter 8 of the Plan, shall apply to all properties within the Midtown area if any one or more of the following occurs:
 - i. Whenever a new building is constructed, regardless of size;
 - ii. Whenever the use of an existing building is expanded or changed to a use requiring 50% or more off-street parking spaces, as determined by the City's adopted parking standards; or
 - iii. Whenever an existing building is increased in gross floor area by 10% of the existing gross floor area or is enlarged by 500 or more square feet, whichever is less (all additions or enlargements completed since May 2, 2002 shall be totaled).

If exterior building or site improvements (including signage) are proposed that do not fall under subsections (i) through (iii) above, such improvements shall be designed to conform to the Midtown policies, guidelines and standards applicable to the improvements, without requiring additional Midtown-related improvements to be imposed.

- b. Whenever an entitlement is required for projects within the Specific Plan, in addition to all of the required findings, the following finding shall also be made:

The proposed use complies and is consistent with the Specific Plan.

2. Transit Area Specific Plan.

- a. The Transit Area Specific Plan policies, including policies for specific subdistricts in Chapter 4 and the Development Standards and Design Guidelines set forth in Chapter 5 of the Plan, shall apply to all properties within the Transit Area if any one or more of the following occurs:
 - i. Whenever a new building is constructed, regardless of size;
 - ii. Whenever the use of an existing building is expanded or changed to a use requiring 50% or more off-street parking spaces, as determined by the City's adopted parking standards; or
 - iii. Whenever an existing building is increased in gross floor area by 10% of the existing gross floor area or is enlarged by 500 or more square feet, whichever is less (all additions or enlargements completed since the adoption of the Specific Plan June 3, 2008 shall be totaled).

If exterior building or site improvements (including signage) are proposed that do not fall under subsections (i) through (iii) above, such improvements shall be designed to conform to the Transit Area policies, guidelines and standards applicable to the improvements, without requiring additional Transit Area-related improvements to be imposed.

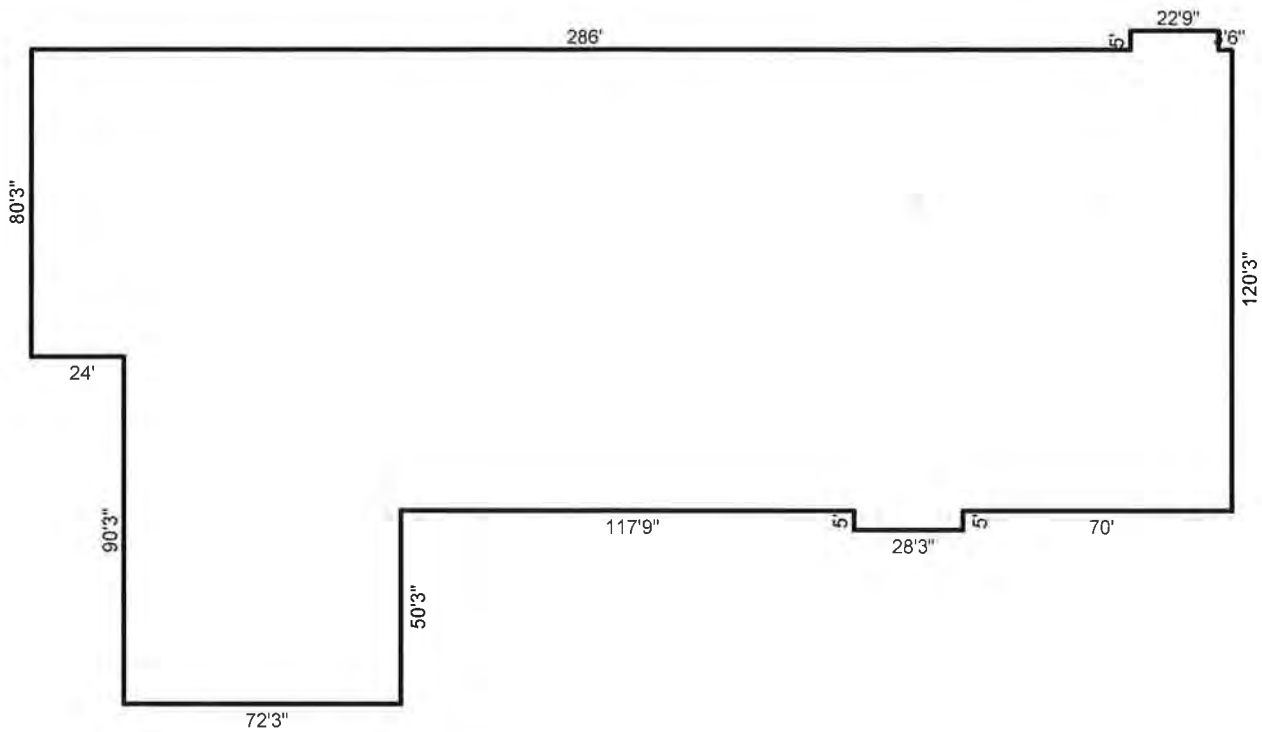
- b. The policies and standards of the Transit Area Specific Plan will supersede the Midtown Specific Plan and the General Plan in the transit area. Should a conflict between the existing plans and codes arise within the Transit Area, the policies and standards of the Transit Area Specific Plan shall govern.
- c. Whenever an entitlement is required for projects within the Specific Plan, in addition to all of the required findings, the following finding shall also be made:

The proposed use complies and is consistent with the Specific Plan.

(Ord. 38.781 (1), 12/16/08; Ord. 38.780 (19) (part), 8/19/08)

BUILDING AREA CALCULATIONS

Property Address:



Section # 1

22.75	Horizontal
5	Vertical
3.5	Horizontal
120.25	Vertical
70	Horizontal
5	Vertical
28.25	Horizontal
5	Vertical
117.75	Horizontal
50.25	Vertical
72.25	Horizontal
90.25	Vertical
24	Horizontal
80.25	Vertical
286	Horizontal
5	Vertical
985.5	<- PERIMETER
5	x 22.75 = 113.75
80.25	x 312.25 = 25058.06
40	x 288.25 = 11530
50.25	x 72.25 = 3630.56
5	x 28.25 = 141.25
Subtotal	40473.63 SF
Total	40473.63 SF
Total OTHER	40473.63 SF

MILPITAS PLANNING COMMISSION STAFF REPORT



MILPITAS PLANNING COMMISSION STAFF REPORT

September 26, 2018

APPLICATION:

AN APPEAL OF A DETERMINATION BY PLANNING DEPARTMENT STAFF: An Appeal of a Determination by Planning Department Staff that the nonconforming industrial use previously located in an existing building at 1831-1841 Tarob Court had been discontinued for a continuous period of more than one year and in accordance with the City of Milpitas Zoning Ordinance Section XI-10-56.03, cannot be replaced with a different industrial nonconforming use.

RECOMMENDATION:

Staff recommends that the Planning Commission uphold the determination by Planning Department staff and deny the appeal based on findings that the nonconforming industrial use at the subject property had been discontinued for a continuous period of more than one year, and in accordance with City of Milpitas Municipal Code Section XI-10-56.03(A), cannot be replaced with a different nonconforming industrial use.

PROJECT LOCATION:

Addresses and Assessor's

Parcel Number (APN):

Area of City:

1831-1841 Tarob Court (086-36-030)

Transit Area Specific Plan (TASP): Trade Zone/Montague Subdistrict

PEOPLE:

Project Applicant/Appellant

Property/Business Owner:

George L. Quinn Jr.
GEOMAX, Santa Clara, CA

Consultant:

Attorney: Andrew L. Faber, Esq.
Berliner Cohen, LLP, San Jose, CA

Project Planner:

Adrienne Smith, Associate Planner

LAND USE:

General Plan Designation: Very High-Density Transit Oriented Residential (VHD-TOR)

Specific Plan Designation: Very High-Density Transit Oriented Residential (VHD-TOR)

Zoning District: Multiple-Family Very High Density with Transit Oriented Development Overlay (R4-TOD)

ENVIRONMENTAL:

Statutorily Exempt from environmental review pursuant to Public Resources Code Section 20180(b)(5) and Section 15270(a) of the

California Environmental Quality Act (“CEQA”) Guidelines (projects which are rejected or disapproved) and, as a separate and independent basis, Categorically Exempt from further environmental pursuant to Section 15321 (Enforcement Actions by Regulatory Agencies) of the California Environmental Quality Act (CEQA).

EXECUTIVE SUMMARY

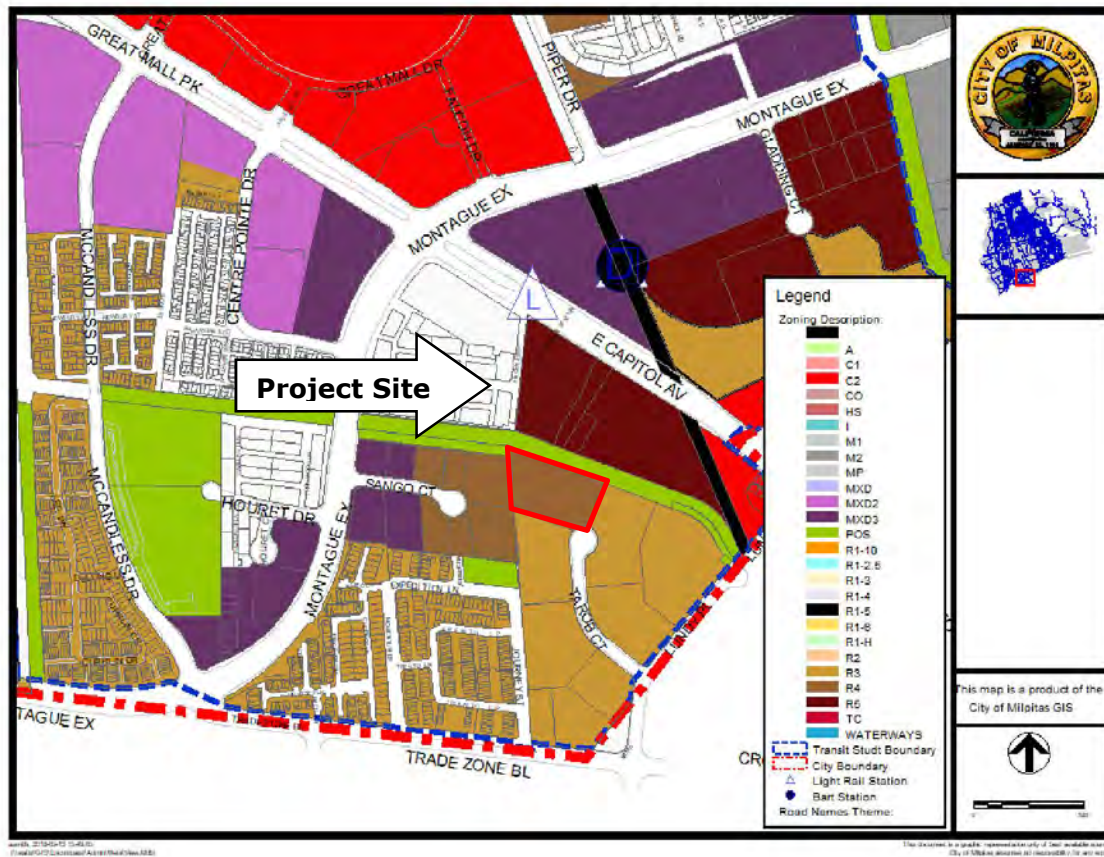
This application is an appeal of a determination by Planning Department staff issued to the appellant on August 3, 2018, stating that the legal nonconforming industrial use at the subject vacant property (the “Property”) had been discontinued for a continuous period of more than one year, and in accordance with Section XI-10-56.03 of the Milpitas Municipal Code (MMC), could not be replaced with a different nonconforming industrial use. The determination was based on staff’s interpretation that, contrary to appellant’s assertion, the Property’s interim records storage of the Property’s school tenant during the period of the Property’s vacancy did not constitute an industrial “warehousing” use that continued legal nonconforming industrial use on the site. The appeal did not address the issues which formed the basis of staff’s decision, but instead asserted that certain site improvements undertaken while the site was vacant constituted a continuation of the legal nonconforming industrial uses of the site. Based on thorough review of the appeal application and documentation, staff disagrees with the new set of arguments presented therein and do not believe that any new information provided further substantiates the appellant’s claim.

Staff recommends that the Planning Commission open the public hearing, receive public testimony, close the public hearing, and adopt Resolution No. 18-017, upholding the determination by Planning Department staff and denying the appeal based on findings that the previous nonconforming industrial use at the subject property had been discontinued for a continuous period of more than one year and cannot be replaced with a different nonconforming industrial use, unless and until the appellant applies for and obtains zoning and other required City land use approvals.

Map 1
Project Location



Map 2 Zoning Map



BACKGROUND

Legal Nonconforming Use/Transit Area Specific Plan History

According to the appellant, George L. Quinn, the Property was occupied by various industrial manufacturing and warehousing uses for several decades, commencing shortly after the appellant's company, GEOMAX, acquired the Property approximately 41 years ago. These industrial uses became legal nonconforming uses subsequent to the City Council's June 3, 2008, adoption of the Transit Area Specific Plan (TASP or Plan) and conforming rezoning approvals. A legal nonconforming use refers to a use that was legal for a particular site at the time it was instituted, but which does not conform to subsequently enacted zoning or other regulations.

The TASP encompasses 437 acres and envisions the development of 7,109 dwelling units, 287,075 square feet of retail space, 993,843 square feet of office and industrial park space, and 350 hotel rooms. The Plan includes development standards, goals and policies to guide current and future development within the Plan area. Because of the unique physical characteristics of various portions of the TASP, the Plan also established seven subdistricts, each with specific goals and policies to accommodate those unique characteristics.

The proposed project is within the Trade Zone/Montague Sub-District of the TASP. The sub-district is located east of Montague Expressway and south of Capitol Avenue, extending to the city limits on Trade Zone Boulevard and Lundy Place. The TASP envisions six adjacent properties to Tarob Court as well as the subject property as a residential area with very high density development and ample green space in the form of a large publicly-accessible park and trails along Penitencia Creek. Upon adoption of the TASP in June 2008, the existing uses of many properties located within the TASP area immediately became nonconforming.

Nonconforming uses are legally established uses that are no longer permitted in a particular area because the underlying land use designation and zoning have changed to allow future development of a different character. In this case, the subject property was rezoned from industrial to residential (R4-TOD) in conformance with the duly adopted TASP. Recognizing that property owners would need time to adapt to the new land use designations under the TASP, the Milpitas Municipal Zoning code was amended to provide a reasonable period of transition while still ensuring eventual implementation of the TASP over time. As noted above, Section XI-10-56.03 of the Municipal Code (Nonconforming Use of Buildings and Structures) (the “Ordinance”), lays out the specific circumstances under which the nonconforming use of a building or structure may continue while still ensuring “...the conversion of nonconforming buildings, structures, and uses to conforming buildings, structures and uses.”

Zoning Context

The project is located on a 2.5-gross acre site on the northwest side of Tarob Court. The Property is zoned Multi-Family Very High Density Residential (R4) with a Transit-Oriented Development (TOD) overlay, and is within the Transit Area Specific Plan (TASP) area. The site is currently occupied by an approximately 39,720-square foot vacant building. Below is a table summarizing the project site’s land use designation and surrounding uses.

Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Uses
Subject Site	Multi-family Very High-Density Residential (VHD)	Multi-family Very High-Density Residential (R4)	Light Industrial
North	Park and Open Space (POS)	Park and Open Space (POS)	Penitencia Creek trail
South	Multi-family Very High-Density Residential (VHD)	Multi-family Very High-Density Residential (R4)	Light Industrial
East	Multi-family High-Density Residential (MFH)	Multi-family High-Density Residential (R3)	61-unit townhome project under construction
West	Multi-family Very High-Density Residential (VHD)	Multi-family Very High-Density Residential (R4)	Approved for 100-unit affordable housing project

Recent History of the Property

The site is currently vacant. The most recent industrial tenant was TTM Technologies, a chip manufacturer, who occupied the site from July 22, 1991, through January 31, 2017.

On December 13, 2017, the appellant entered into a lease with Stratford Schools for purposes of establishing a school on the Property. On February 8, 2018, Stratford Schools applied for a Conditional Use Permit (CUP) to operate a school at the site. After assessing the implications of the California Environmental Quality Act (CEQA) study that would be required for the project, Stratford Schools withdrew their CUP application on June 29, 2018.

On July 18, 2018, City of Milpitas Planning Division staff received an inquiry from a commercial real estate broker representing an electric car manufacturer seeking to locate at the Property. Specifically, the broker sought to understand if the proposed industrial use could be established under the Nonconforming Use of Buildings and Structures ordinance of the Municipal Code. This section of the Code states that a nonconforming use which has been discontinued for a period of less than one (1) year may be replaced with another nonconforming use of the same use classification as a matter of right. Shortly thereafter, the appellant, Mr. Quinn, contacted staff seeking a formal written interpretation of the nonconforming use regulations in the Municipal Code. In seeking this interpretation, Mr. Quinn asserted that the electric car manufacturer should be an allowed use at the Property based on the fact that approximately eleven months (i.e., less than one year) after TTM Technologies' January 2017 departure from the site he leased the building to Stratford Schools on a month-to-month basis, and that the school's storage of its own records, constituted a "warehousing" industrial use that continued (i.e., ceased discontinuance of) the legal nonconforming use of the site. Staff requested time to research and requested further documentation from the appellant in order to make a determination.

Mr. Quinn submitted a short letter on July 19, 2018 (See Attachment B), followed by a more detailed letter and supporting material on July 27, 2018 (See Attachment C). In this documentation Mr. Quinn demonstrated that the term of the Stratford Schools lease for records storage was December 13, 2017 to June 25, 2018. Previous to the July 19, 2018 letter from Mr. Quinn, the City of Milpitas was not aware of the purported record storage use, as Stratford Schools did not obtain a required Occupancy Permit from the Building Department. As a result, the issue was whether Stratford Schools' record storage on the Property was indeed an industrial use. If so, it would establish that a nonconforming use at the property had been discontinued for a period of less than one (1) year, as required by the Municipal Code, which would then permit Mr. Quinn to resume industrial uses with the nonconforming electric car manufacturer use without first obtaining discretionary land use approvals.

On August 3, 2018, staff issued a letter of determination to Mr. Quinn disagreeing with his interpretation of the Municipal Code (See Attachment D). Staff determined that the Stratford Schools use of the premises for the storage of school records does not qualify as a warehousing use within the general meaning provided in the Municipal Code. A summary of the letter appears below:

Although the Code does not have an express definition of "warehousing and wholesale", the most reasonable interpretation of the Code's meaning, as well as customary use of the term in the zoning context, is that the term "warehousing"

refers to the storage and/or distribution of commercial goods on-site prior to the delivery of those goods to commercial recipients. The Code expressly couples the terms “warehousing” **and** “wholesale” as one use. There is no “wholesale” or any other commercial purpose associated with the mere onsite storage of a school’s own records. In the zoning context, the term “warehousing” is not typically applied to incidental onsite storage, particularly when the storage use is merely ancillary to a noncommercial enterprise, such as a school. The school’s records were not a commodity, they were not stored in exchange for payment of a fee, nor would they be sold for distribution to an outside party.

Moreover, no occupancy permit was issued for the Stratford School for any warehouse (or any other) activity on the site. As a new tenant, Stratford should have applied for an occupancy permit prior to establishing any uses on the site. If the school had complied with this requirement, the application undoubtedly would have been for a school, not a warehouse. The fact that the school stored some of its records onsite before ultimately choosing not to open an undeniably nonconforming school did not establish a “Warehousing and wholesale” use under the Milpitas Municipal Code.

Because Stratford Schools’ use of the premises was not a legal nonconforming use, the last known industrial use of the building was discontinued as of January 31, 2017. As a result, the prior nonconforming use of the site was discontinued for a continuous period of one (1) year or more and may be replaced only with a conforming use.

The Appeal Application

On August 14, 2018, an application to appeal the staff determination above was submitted by George L. Quinn Jr. in pursuant to Table XI-64.02-1 Decision-Making Body and Role of the Milpitas Municipal Code.

PROJECT ANALYSIS

Summary of the Appeal

The contents of the appeal submittal included the Appeal Form signed by Mr. Quinn as well as a letter of support from Mr. Quinn’s attorney, Andrew L. Faber of Berliner Cohen LLP., (See Attachment E). The appeal does not dispute staff’s interpretation rejecting Stratford Schools’ onsite storage as a continuation of legal conforming industrial uses. However, Mr. Faber’s letter in support of the appeal asserts that the staff letter of interpretation dated August 3, 2018, was incorrect based on a lack of complete information, and that had staff had this information, they would have reached a different determination. Specifically, despite the site’s extended vacancy, the fact that no industrial tenant has used the site since January 2017 and the apparent abandonment of industrial uses in favor of a school tenant, the letter in support of the appeal asserts that the appellant “never discontinued the industrial use of the [P]roperty.”

In summary, the appeal asserts that a series of deferred maintenance and tenant improvements undertaken while the Property was vacant during 2017 and 2018 constituted a “continued” industrial use of the property. Although the appeal does not dispute that an industrial user was not operating during the relevant time period, Mr. Faber argues that the Purpose and Intent of Section

56 - Nonconforming Buildings and Uses Section of the Milpitas Municipal Code supports investments in nonconforming uses such as those GEOMAX made on the Property. Specifically, Mr. Faber notes that the Code states that “until nonconforming buildings, structures, and uses are converted, improvements to them which promote their compatibility with their neighborhoods, enhance the quality of development, and do not increase nonconformity should be encouraged and allowed.” Mr. Faber also cites case law in an effort to support the argument that a mere vacancy or temporary nonuse does not constitute discontinuance or abandonment of the legal nonconforming use.

In addition, the appeal also claims that a portion of the improvements including fire sprinkler work and accessible parking stalls were “City-required” to meet “City safety demands.”

Staff Analysis of Appeal

After careful analysis of the appeal, staff found that the arguments and evidence provided do not establish grounds to permit the continuation of a nonconforming industrial use as is required by the Milpitas Municipal Code or other legal requirements. Staff analysis is as follows:

- 1) The appeal asserts the upgrades and improvements done in 2017 and 2018 continued the legal nonconforming use because they were undertaken solely to continue industrial uses of the Property and do not increase the nonconformity.**

Staff Response: The scope of work completed over the past two years has included a re-roof, installation of new rooftop HVAC equipment, market ready tenant improvements including the construction of offices and plumbing and electrical work. The most recent permit issued in 2018 was a revision to the original building permit issued in 2017, which included the removal of two accessible parking stalls that were replaced with three new stalls. This latest permit in particular was applied for in April 2018, two months after Stratford Schools applied for a Conditional Use Permit to operate a school at the site (see page 6 for background). Notably, the building permit revision submittal application the description of work includes the statement “The new tenant will be renovating the entire bldg [*sic*]. (CUP now)”.

These facts demonstrate that the improvements were not undertaken exclusively for purposes of continuing the Property’s legal nonconforming industrial use. To the contrary, the improvements could have supported a host of industrial or nonindustrial nonconforming uses, including the well-documented plans for a school and construction of new office space. The more reasonable conclusion is that, rather than continuing legal nonconforming industrial uses, the improvements were for the purpose of *increasing the nonconformity* of uses onsite, in direct contravention of the Milpitas nonconforming use ordinance. The record amply shows that the appellant was seeking both to secure planning approval for a school use and perform alterations to the site to accommodate that same non-industrial school use.

The appeal also asserts that mere vacancy or “nonuse” of the Property did not discontinue the nonconforming use because there was no intent to abandon industrial uses. Neither the record nor the law support appellant’s assertion. Unlike the cases the appellant cites, the appellant’s actions demonstrate his affirmative intent to abandon the prior industrial uses. The appellant did not merely discontinue industrial use for a continuous period of more than a year (which is sufficient to terminate the legal nonconforming use under the Ordinance); rather, the appellant initiated and

actively pursued a school use for the site, demonstrating an intent permanently to abandon the prior industrial use of the Property. The appellant's cited cases holding that mere cessation of use due to fluctuating seasonal or market demand does not amount to abandonment are not analogous. Although the appellant correctly notes that the M1 Light Industrial District includes "construction, use and occupancy" as a mix of appropriate industrial activities, there is no reason to infer that construction for nonindustrial uses falls within this mix. The appellant fails to support a conclusion that the legal nonconforming use should be construed to continue due to the construction of improvements that could support a host of industrial and nonindustrial nonconforming uses, undertaken during a period of extended vacancy. Coupled with the installation of a new tenant and the plain intention of permanently replacing the prior industrial uses with a school, the appellant has not presented a reasoned basis for determining that the construction of the improvements continued the legal nonconforming industrial uses of the Property.

2) The appeal asserts that a portion of the building improvements were required by the City.

Staff Response: The appellant's claim that fire sprinkler work and accessible parking stalls were "City-required" is misleading. The City did not spontaneously approach the building owner and demand that those improvements be made. Rather, in applying for building permits that proposed a specific scope of work, that work also triggered upgrades that are required per the current building and fire safety codes.

3) The appeal asserts that the purpose and intent of the Nonconforming Buildings and Uses section of the Milpitas Municipal Code is to facilitate the continued nonconforming use of a property.

Staff Response: The appellant asserts that the nonconforming use ordinance "specifically supports such investment in nonconforming uses as has been made by GEOMAX on this property", that the improvements made to the property enhance the quality of the property and that since the building has not expanded in size, it has not increased nonconformity. This is not, however, the most logical or reasonable interpretation of the record or the intent of the nonconforming use ordinance. The ordinance came into effect in 2008 in order to provide a set of guidelines to assist property owners in managing the transition of the existing nonconforming uses of their properties to uses that conform to the new zoning classifications prescribed by the TASP.

As the appellant acknowledges, the general intent of the ordinance is to encourage *conforming* uses. The ordinance states that its purpose and intent "is to establish regulations for nonconforming buildings, structures and uses. It is the intent of these regulations to result in the conversion of nonconforming buildings, structures, and uses to conforming buildings, structures and uses. However, the City recognizes that until nonconforming buildings, structures, and uses are converted, improvements to them which promote their compatibility with their neighborhoods, enhance the quality of development, and do not increase nonconformity should be encouraged and allowed." (See Milpitas Municipal Code XI-10-56.01). As a result, while routine repairs are allowed, structural alterations are prohibited (see Milpitas Municipal Code XI-10-56.02(A)), and, as here, improvements that tend to add to permanency in a manner reasonably can be construed to improperly extend or enlarge the

nonconforming use. It is evident that as written, the intent of the ordinance is not to facilitate the continuing nonconforming use of buildings and land as the appellant suggests, but rather to provide a limited set of circumstances which a landowner may operate a nonconforming use with the expectation that, within a reasonable amount of time, ultimately, the nonconforming uses will convert to new uses that confirm to the long-term plan for the area.

PROCEDURE FOR APPEALS OF STAFF DETERMINATIONS

Any appeal of a decision issued by Planning Division staff shall first be to the Planning Commission. The Planning Commission's decision, in turn, may be appealed to the City Council, whose decision shall be final.

ENVIRONMENTAL REVIEW

This project is Statutorily Exempt from environmental review pursuant to Public Resources Code Section 20180(b)(5) and Section 15270(a) of the California Environmental Quality Act (CEQA) Guidelines (projects which are rejected or disapproved). As a separate and independent basis, this project is Categorical Exempt from further environmental review pursuant to Section 15321 (Enforcement Actions by Regulatory Agencies) of CEQA. This exemption consists of actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency. Such actions include, but are not limited to, the following: The adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard or objective.

PUBLIC COMMENT/OUTREACH

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 September 14, 2018. A public notice was also posted at the project site, on the City's Website, www.ci.milpitas.ca.gov, and at City Hall.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing; and
3. Adopt Resolution 18-017 recommending that the Planning Commission deny the appeal and determine that the nonconforming industrial use at the subject property has been discontinued for a continuous period of more than one year and may not be replaced with another nonconforming industrial use.

ATTACHMENTS

A: Resolution 18-017

B: Letter from appellant dated July 19, 2018

C: Letter and supporting material from appellant dated July 27, 2018

D: Planning Division staff letter of interpretation dated August 3, 2018

E: Appellant's appeal of staff determination received August 14, 2018

PHASE I ENVIRONMENTAL SITE ASSESSMENT SUMMARY

1.0 SUMMARY

A&M Environmental Services (A&M) has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitation of the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments E 1527-13 for the subject property described as County of Santa Clara Assessor Parcel Number (APN) 086-36-0303, located at 1831-1841 Tarob Court, Milpitas, Santa Clara, California. Any exceptions to, or deletions from this practice are described in Section 2.4 of this report. Within the scope of this investigation, A&M discovered no evidence of recognized environmental conditions or significant environmental concerns in connection with the subject property with the following exception:

- A&M discovered through interviews, site inspection, and review of subject property files including the Santa Clara Fire Department, County of Santa Clara Department of Environmental Health, and the State Water Board GeoTracker database that the subject property has had site investigations in 1987, 1990 and in 1991. The results of these site investigations showed the presence of soil and groundwater pollution beneath the site. Pollutants found onsite were trichloroethylene (TCE), trichloromethane, cis-1,2-dichloroethylene (DCE), and various metals. The Regional Water Board determined this to be a low priority Site since the operation at the subject property did not use or store any materials that contained any of the contaminants of concern. Additionally the Regional Water Board determined that the subject property was located in an area that had been classified as a regional or co-mingled plume.

Records also indicated that two businesses (Printed Circuit Board Manufacturing & TTM Technologies) that occupied the subject property used and stored hazardous materials. Inspection records from the Santa Clara Fire Department and the County of Santa Clara DEH revealed some violations but there was no observed records indicating spills, leaks, or releases of hazardous materials. After the end of their lease TTM Technologies restored the building to its original condition and had the subject property tested to ensure no damages or hazardous materials remained on the property. On 16 November 2016 a closure report was submitted to the Santa Clara Fire Department and the County of Santa Clara DEH. On 30 November 2016 the County of Santa Clara DEH issued a Closure letter.

Recently the City of Milpitas has plans to purchase the subject property and re-develop the entire Site with roads, over-pass and open space park. On 29 October 2018 Envirocom submitted a Phase II "Report for Additional Subsurface Investigation" for the subject property. The result of this investigation reported minimal impact to the subject property. No unusual odor or staining was observed in the soil samples. Except for 38 µg/kg detected in one sample, no VOCs were detected in the soil samples collected at the subject property. Residual concentrations of COCs were detected in groundwater samples collected at the site. Few concentrations are above ESLs for vapor intrusion concern in residential land use. Other than benzene, no COC concentrations were above ESLs for indoor air direct exposure to human health risk in residential land use. However it should be noted that the benzene concentrations in indoor air were similar to the ambient air (background) sample. The TCE concentrations in groundwater were above Maximum Contaminant Level (MCL) of 5 µg/L for direct exposure to human health in a few samples at the subject property. It should be noted shallow groundwater has no beneficial use and is not used for consumption, it has very low rate of recharge, and its quality has been influenced by pollution migration from surrounding properties.

After careful review of records and reports for the subject and adjacent properties and inconsideration of the future intended use by the City of Milpitas it is A&M's professional opinion that the subject property has been fully investigated. It appears that all remaining COCs are at levels that pose little to no threat to human health, safety, or the environment. The site is under the jurisdiction of the California State Water board and all remaining COCs are either just slightly above or below Low Risk Closure Policy levels. Based on these results A&M Environmental Services recommends for any further development that a Soil Management Plan (SMP) be prepared to address construction workers health and safety as well as soil management procedures.

While no environmental site assessment can fully eliminate the uncertainty regarding the potential for recognized environmental conditions, the ASTM standard does cite the balance between appropriate levels of inquiry and the cost of such exhaustive investigations. It is A&M's opinion that a full assessment of the site has been completed. Based on the results of this report, further investigation is not warranted.

CONDITION OF TITLE GUARANTEE

CLTA GUARANTEE

Guarantee No.: **54606-18-1600311-01**

Agent's File No.: **54606-1600311-18**



1855 Gateway Boulevard, Suite 600, Concord, CA 94520 (925) 935-5599

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

GUARANTEES

the Assured named in Schedule A of this Guarantee against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

In witness whereof, North American Title Insurance has caused this policy to be signed and sealed as of the Date of Policy.

Date of Guarantee: **November 07, 2018**

NORTH AMERICAN TITLE INSURANCE COMPANY

BY

A handwritten signature in black ink, appearing to read "Emilio Fernandez".

Emilio Fernandez, **PRESIDENT**

ATTEST

A handwritten signature in black ink, appearing to read "Jefferson E. Howeth".

Jefferson E. Howeth, **SECRETARY**



North American Title Company, Inc.

Policy Issuing Agent

BY:

A handwritten signature in black ink, appearing to read "D. L. Lamm".
Authorized Signature

SCHEDULE A

Condition of Title Guarantee

Order No.	54606-1600311-18	Amount of Liability	\$2,500.00
Guarantee No.	54606-18-1600311-01	Fee	\$500.00
Date of Guarantee	November 07, 2018		

1. **Name of Assured:** Associated Right of Way Services
2. The estate or interest in the Land that is the subject of this Guarantee is: Fee

The land described in this guarantee is situated in the City of Milpitas, County of Santa Clara, State of California, and is described as follows:

PARCEL 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 28, 1978 IN BOOK 431 OF MAPS, AT PAGES 2 AND 3.

APN: 086-36-030

3. Assurances:

According to the Public Records as of the Date of Guarantee,

- (a) Title to said estate or interest in the Land is vested in: Geomax, a General Partnership
- (b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in **Schedule B**, which are not necessarily shown in the order of their priority.

Guarantee No. 54606-18-1600311-01

SCHEDULE B

1. General and special taxes and assessments for the fiscal year 2018-2019.
First Installment: \$16,518.36, UNPAID
Penalty: \$1,671.83
Second Installment: \$16,518.36, OPEN
Penalty: \$1,671.83
Tax Rate Area: 012-055
A. P. No.: 086-36-030
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2005-1, as disclosed by Notice of Special Tax Lien recorded June 24, 2005 as Instrument No. 18438576 of Official Records.
4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2013 1, as disclosed by Notice of Special Tax Lien recorded January 22, 2014 as Instrument No. 22502535 of Official Records.
5. An easement for installation and maintenance of pipes and appurtenances and right of Way and incidental purposes, recorded July 27, 1964 as in Book 6596, Page 599 of Official Records.
In Favor of: Pacific Gas and Electric Company
Affects: as described therein
6. The fact that the land lies within the boundaries of the Milpitas Redevelopment Project Area, as disclosed by various documents of record.
7. An easement shown or dedicated on the map filed or recorded November 28, 1978 as Book 431, Pages 2 and 3 of Official Records
For: Public Service Utility and incidental purposes.
8. The terms and provisions contained in the document entitled ""Resolution No. 3823"" recorded April 26, 1983 as Instrument No. 7663137 of Official Records.

CLTA Guarantee Form No. 28 (06-05-14)-Condition of Title

9. With respect to Gromax, a general partnership:
 - a. That a certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporations Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **North American Title Insurance Company, Attn: Claims, 1855 Gateway Boulevard, Suite 600, Concord, CA 94520 (800) 869-3434 Western States or (800) 374-8475 Eastern States.**



North American Title Group Family of Companies

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, LLC FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Transaction history and payment history • Purchase history and account balances		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons North American Title Group, LLC Family of Companies (“NATG”) chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does NATG share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes To offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes Information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes Information about your creditworthiness		No	We don’t share
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		No	We don’t share
To limit our sharing		• Visit the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out OR • Mail the form below Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 1 (844) 654-5408		



Mail-in Form	
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. ☐ Apply my choices only to me.	Mark any/all you want to limit: ☐ Do not allow your affiliates to use my personal information to market to me.
	Name
	Address
	City, State, Zip
	Account #

Mail To:
North American Title Group, LLC Family of Companies
ATTN: General Counsel
760 Northwest 107th Avenue, Suite 400
Miami, FL 33172

Who we are	
Who is providing this notice?	North American Title Group, LLC Family of Companies (identified below), which offers title insurance and settlement services and property and casualty insurance
What we do	
How does NATG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does NATG collect my personal information?	We collect your personal information, for example, when you • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a Lennar name; financial companies such as Eagle Home Mortgage, Eagle Home Mortgage of California, CalAtlantic Mortgage, Inc., and Rialto Capital Management; and nonfinancial companies, such as Lennar Corporation, Lennar Multifamily Companies, Lennar Commercial, Lennar Homes USA, Lennar Family of Builders, CalAtlantic Homes, Lennar Sales Corp., SPH Title, Inc., Sunstreet Energy Group, Five Point Communities, WCI Communities, LLC, Watermark Realty Referral, Inc., and WCI Realty, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • NATG doesn't jointly market.

The North American Title Group, LLC Family of Companies consists of the following entities:

North American Title Company
 North American Title Company, Inc.
 North American Title Company of Colorado
 North American Title Insurance Company
 North American Services, LLC
 North American Title Agency, Inc.
 CalAtlantic Title, Inc.
 CalAtlantic Title of Maryland, Inc.

North American Abstract Agency
 NASSA, LLC
 North American Title, LLC
 North American Advantage Insurance Services, LLC
 North American National Title Solutions, LLC
 North American Title Agency, LLC
 CalAtlantic Title Atlanta, LLC
 CalAtlantic Title Charleston, LLC

APPRAISER QUALIFICATIONS

BRIAN DRAKE, R/W-AC*Industry experience since 2004***Current Responsibilities**

Brian C. Drake joined **Associated Right of Way Services, Inc.**, in 2011, with 7 years professional appraisal and valuation experience, and currently serves as **Real Estate Appraiser**. The scope of Mr. Drake's work includes complex appraisals on improved and unimproved properties for public improvement projects, as well as valuations for full and partial acquisitions of residential, commercial, industrial, and agricultural properties for transportation and utility improvement projects. Mr. Drake's work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

Prior Experience

Prior to joining the AR/WS team, Mr. Drake was a Real Estate Appraiser at **The Schmidt-Prescott Group** (San Jose, CA), where he appraised proposed and existing commercial, industrial, agricultural, and residential property. His experience includes appraising offices, medical offices, surgery centers, self-storage facilities, warehouses, R&D facilities, retail strip and shopping centers, auto dealerships, restaurants, fast food restaurants, commercial condominiums, apartment complexes, and single-family and multi-family dwellings. Mr. Drake prepared appraisal reports for commercial, retail, industrial and residential properties throughout the greater Bay Area and Central Valley. His assignments also included the preparation of rent surveys for commercial, retail and industrial properties. Mr. Drake gained knowledge in various agricultural specific markets in the counties of Alameda, Contra Costa, Merced, Santa Clara, San Benito, San Joaquin and Stanislaus during his career as an appraiser. Valuation of property rights included fee simple, leased fee, leasehold, and ground rent. His clients included lenders, attorneys, accountants, corporations, municipalities, and individuals for eminent domain, estate planning, mortgage lending, litigation support, partnership disputes, taxation, gifting, investment, purchase, and sale.

Education

San Francisco State University, BA, Broadcast Communications

Mr. Drake has taken several courses in matters of real property appraisal through the Appraisal Institute to broaden his scope of knowledge and provide higher levels of service.

State of California Certified General Real Estate Appraiser No. AG031568

Practicing Affiliate Member, Appraisal Institute

Member, International Right of Way Association

R/W-AC, Appraisal Certified, International Right of Way Association

BRIAN C. DRAKE, R/W-AC

Related Course Work:

The Appraisal Institute

Effective Appraisal Writing; Appraisal Principals; Basic Appraisal Procedures; Uniform Standards of Professional Appraisal Practice; Basic Income Capitalization; General Applications; Report Writing and Valuation Analysis; Business Practices & Ethics; Advanced Income Capitalization; Condemnation Appraising: Principals and Applications; and USPAP Continuing Education

International Right of Way Association (IRWA)

Ethics and the Right of Way Profession; The Valuation of Partial Acquisitions; Easement Valuation; Principals of Real Estate Engineering; Property Descriptions; Standards of Practice for the Right of Way Professional; and Environmental Due Diligence and Liability

National Highway Institute (US Department of Transportation)

Real Estate Acquisition Under the Uniform Act

Other

Real Estate Principles; Real Estate Practice; Legal Aspects of Real Estate

**REPORT FOR ADDITIONAL SUBSURFACE
INVESTIGATION**

**1831 Tarob Court
Milpitas, California 95035**

**Prepared for
Mr. George Quinn
Geomax
3460 Edward Avenue
Santa Clara, CA 95054**

**Prepared by
Envirocom
PO Box 28310
San Jose, CA 95159**

**October 29, 2018
Project 18-022.04
Water Board File No. 43S0267 (KNA)**



**Mitch Hajiaghahi, REA II, CPESC, QSD
Principal Environmental Consultant**



**Reza Baradaran, GE, PE
Principal Engineer**

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ATTACHMENTS:

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Appendix B	-	Tables (I -VI)
Appendix C	-	Photographs
Appendix D	-	Site Background Information
Appendix E	-	Field Measurement Notes, Boring Logs, and NOAA Forecast
Appendix F	-	Certified Analytical Results and Chain-Of-Custody Documentation
Appendix G	-	Supportive Document

1.0 INTRODUCTION

Envirocom is pleased to present this additional subsurface investigation report for the property located at 1831 Tarob Court, Milpitas, California, hereafter, referred to as Site. Site location is shown in Figure 1 of Appendix A. Presently, the Site is a vacant property with a commercial structure. Envirocom understands that City of Milpitas is planning to redevelop the Site with roads/overpass and open space/park in the near future.

Scope of work explained in this report was proposed by Envirocom in a work plan dated July 5, 2018. San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) approved of the work plan in a letter dated September 12, 2018. Ms. Kimberlee West is the case officer at SFBRWQCB assigned to the Site [File No. 43S0267 (KNA)]. SFBRWQCB requested the following information to be included in the report:

- Analytical results for the soil, groundwater, soil gas, and storm water samples;
- Analysis of most recent data from 355 Sango Court (Former Viking) property, adjacent and west of the Site to delineate plumes of chemicals of concern (COC);
- Description of the storm drain system including the invert elevation of the storm drain, slope of the storm drain, depth to groundwater at that location, pipe material, backfill material and permeability, direction of flow within the storm drain, and direction of groundwater flow;
- Inclusion of perchloroethylene (PCE) and Vinyl Chloride (VC), if found, as COC;
- Recommendations based on the "Assessment Tool for Closure of Low-Threat Chlorinated Solvent Sites".

2.0 EXECUTIVE SUMMARY

2.1 Present and Future Plan for the Site

Presently the Site is a vacant commercial property. Envirocom understands that City of Milpitas is communicating with the Site's owner (Geomax) to acquire it for 100% redevelopment into roads/overpass and open space/park as part of planned redevelopment of the general area.

2.2 Chemicals of Concern

COC at the Site consist of Trichloroethene (TCE), cis-1,2-Dichloroethene (cis-1,2-DCE), trans-1,2-Dichloroethene (trans-1,2-DCE), and Benzene. Trace concentration (0.3 µg/L) of VC was detected in 2 water samples at the Site during this investigation event.

2.3 Groundwater Sampling and Analysis (Monitoring Wells)

In July 2018, Envirocom located 3 of the 4 groundwater monitoring wells (P-1, P-2, and P-4) at the Site. The followings are the summary of the activities:

- P-3 could not be found; P-2 was filled with debris and dirt and could not be sampled;
- On July 18, 2018, Envirocom developed and sampled monitoring wells P-1 and P-4 for chemical analysis.
- Except for 8.8 µg/L TCE, which was detected in the water sample collected at P-1, the remaining analytical results were below laboratory reporting limits (ND). The groundwater monitoring well locations are shown in Figure 2 of Appendix A. Table I of Appendix B summarizes the analytical results for the water samples.

2.4 Indoor and Ambient Air Sampling and Analysis

At the request of Geomax, on August 1, 2018, Envirocom collect 4 indoor and one ambient air samples (Air 1 through Air 5) at the Site for chemical analysis. The followings are the summary of the activities:

- Several VOCs were detected in indoor and ambient air samples. Envirocom compared the analytical results with California Water Board Environmental Screening Levels (ESLs) for residential and commercial land use as well as EPA Regional Screening Levels (RSLs) for resident ambient air.
- Concentrations of the COC in the samples were below ESLs for residential land use.
- Except for Carbon Tetrachloride and Naphthalene concentrations being slightly above ESLs, concentrations of all other constituents were below ESL for residential land use. Carbon Tetrachloride concentrations in the samples were below RSL, and there is no RSL value for Naphthalene in resident ambient air table. Carbon Tetrachloride was also detected in the ambient air sample Air 1. Figure 3 of Appendix A shows the sample locations. Table II of Appendix B includes the analytical results for the air samples. Photographs are included in Appendix C.

2.5 Storm Water Sampling and Analysis

On September 26, 2018, Envirocom collected 3 water samples (SW1 through SW3) from 3 storm drain receptacles along an easement south and southwest of the Site. The followings summarize the activities:

- The storm drain trench was approximately 9-10 feet deep, and had runoff water draining into Penitencia Creek northwest of the Site via gravity. Figure 4 of Appendix A shows the sample locations. Storm drain system is shown in Figure 4A of Appendix A. Photographs of the sample locations are shown in Appendix C.
- 1.8 µg/L cis-1,2-DCE, 1.3 µg/L TCE, and 0.6 µg/L Trans-1,2-DCE were detected in sample SW3 (Table III of Appendix B).
- The above analytical results confirm that the storm drain trench is considered a man-made conduit intercepting and dispersing COC at and near the Site.

2.6 Soil, Groundwater, and Soil Gas Sampling and Analysis

On October 3, 2018, Envirocom had Cascade Drilling (Cascade) to advance 7 soil borings (SB6 through SB12) for collecting soil and grab groundwater samples for chemical analysis. The borings were 12-16 feet deep. The same day, Cascade also constructed 7 soil gas probes (SG6 through SG12) to approximately 5' below ground surface (bgs).

- One soil sample was collected at approximately 7 feet bgs at each soil boring for chemical analysis.
- 5 grab groundwater samples were collected from the soil borings for chemical analysis. No groundwater was encountered in boring SB11 and SB12.
- All samples were analyzed for full suite of volatile organic compounds (VOCs). Analytical results for soil, groundwater, and soil gas samples are summarized in Table IV, V, and VI of Appendix B, respectively.
- No VOCs were detected in the soil samples collected at boring SB6 through SB11. 38 µg/kg TCE was detected in the sample collected at SB12. Traces to low concentrations of TCE (up to 15 µg/L), cis-1,2-DCE (up to 13 µg/L), and trans-1,2-DCE (up to 4.5 µg/L) were detected in the groundwater samples. No benzene was detected in the groundwater samples. 0.3 µg/L VC was detected in borings SB7 and SB8.

- Concentrations of COC in soil gas samples SG6 through SG11 ranged from ND for TCE, 1,2-DCE, and benzene to 160 $\mu\text{g}/\text{m}^3$ TCE, 20 $\mu\text{g}/\text{m}^3$ 1,2 DCE, and 29 $\mu\text{g}/\text{m}^3$ benzene, respectively. 7,000 $\mu\text{g}/\text{m}^3$ TCE, 210 $\mu\text{g}/\text{m}^3$ 1,2 DCE, and 55 $\mu\text{g}/\text{m}^3$ benzene were detected in the soil gas sample collected at SG12 west of the Site.

Figure 4 and 5 of Appendix A shows the soil boring and soil gas sample locations as well as concentrations of COC in groundwater and soil gas at each location. Table IV, V, and VI of Appendix B present the analytical results for the soil, groundwater, and soil gas samples, respectively. Photographs are presented in Appendix C.

2.7 Neighboring Properties & Soil and Groundwater Quality in the General Area

Presently, the Site is surrounded by light industrial and commercial buildings to the South and West, a vacant land (Former MONY property) to the east, which is currently under construction, and Penitencia Creek/Channel to the north. The Site is connected to municipal water system. Envirocom reviewed information for the following properties:

- MONY property located at 1980 Tarob Court, adjacent and east of the Site, had up to 43 ppb TCE, 12 ppb 1,2-DCE, and 3.7 ppb TCA in groundwater.
- Lundy Development property located at 551 Lundy Place, east and adjacent to MONY property has an open case with County of Santa Clara Department of Environmental Health (CSCDEH); up to 7.9 $\mu\text{g}/\text{L}$ TCE and 4 $\mu\text{g}/\text{L}$ DCE have been detected in groundwater; up to 210 $\mu\text{g}/\text{m}^3$ Benzene, 460 $\mu\text{g}/\text{m}^3$ TCE, 75 $\mu\text{g}/\text{m}^3$ DCE, 420 $\mu\text{g}/\text{m}^3$ PCE, and 14 $\mu\text{g}/\text{m}^3$ VC were detected in soil gas samples at this property.
- Former Viking Freight System, Inc. located at 355 Sango Court, adjacent and west of the Site. Up to 82 $\mu\text{g}/\text{m}^3$ Benzene was detected in the soil gas samples collected at this property. No updated information was available for this property in the State GeoTracker database as of date of this report.
- Figure 6 of Appendix A shows the above property locations.

2.8 Recommendations

No unusual odor or stain was detected/observed in the soil samples. Except for 38 $\mu\text{g}/\text{kg}$ detected in one sample, no VOCs were detected in the soil samples collected at the Site. Residual concentrations of COC were detected in groundwater samples collected at the Site. Few concentrations are above ESLs for vapor intrusion concern in residential land use. Other than benzene, no COC concentrations were above ESLs for

indoor air direct exposure to human health risk in residential land use. However, benzene concentrations in the indoor samples were similar to the ambient air (background) sample. The TCE concentrations in groundwater were above maximum contaminant Level (MCL) of 5 µg/L for direct exposure to human health in few samples at the Site. Shallow groundwater is not being used for consumption at the Site, it has very low rate of recharge, and its quality has been influenced by pollutant migration from near-by properties in the general area.

City of Milpitas plans to redevelop the entire Site with roads/overpass and open space. Envirocom recommends preparing a soil management plan (SMP) that would address construction workers health and safety as well as soil management procedures. The SMP should also address groundwater and saturated sediment management related to redirecting the existing storm water system (if it will be part of the Site's redevelopment).

3.0 SITE BACKGROUND INFORMATION

Detailed Site background information is available in “Technical Report on Site History” dated October 9, 2017, at the State GeoTracker database. Figure 2 of Appendix A shows historical soil and groundwater sampling locations at the Site.

Additional Site's background information is provided in Appendix D.

4.0 OBJECTIVES

This additional Subsurface Investigation was performed to address the following objectives:

- Evaluate man-made conduits (i.e. storm drain system easement) at and near the Site, and determine whether it influences transport and dispersion of COC from off-site sources of VOCs to the Site.
- Identify extent of soil, groundwater, and soil gas contamination beneath the Site, and explain data gaps, if any.
- Evaluate risks to human health using residential environmental screening levels (ESLs).
- Use “Assessment Tool for Closure of Low-Threat Chlorinated Solvent Sites” Draft Final – July 31, 2009, criteria to determine whether the COC at the Site pose low threat to human and ecological health, water quality, and beneficial uses, or will consider remediation/mitigation options for the Site.
- Provide recommendations based on the findings.

4.1 Scope of Work

In addition to the scope of work presented in Envirocom's July 5, 2018, work plan, Envirocom located groundwater monitoring wells P-1, P-2, and P-4, and collected groundwater samples from P-1 and P-4 for chemical analysis. Envirocom also collected one ambient air and 4 indoor air samples at the Site for chemical analysis.

Furthermore, Envirocom collected water sample SW1 through SW3 from 3 storm water receptacles at and near the Site for chemical analysis.

Envirocom had Cascade Drilling advance 7 soil gas probes (SG6 through SG12) at the Site as part of the additional subsurface soil gas investigation. Cascade also advanced 7 soil borings (SB6 through SB12) within 5 feet of the soil gas probes for soil and grab groundwater sampling and analysis.

5.0 GROUNDWATER SAMPLING FROM MONITORING WELLS

On July 18, 2018, Envirocom identified monitoring well P-1, P-2, and P-4 (Figure 2 of Appendix A). Monitoring well P-3 could not be located. Monitoring well P-2 was filled with dirt and debris, hence could not be sampled. Envirocom cleaned monitoring well P-1 and P-2 using bailing and swabbing.

Envirocom's field personnel measured groundwater levels at the wells using an electronic sounder. Depth to groundwater was measured to the top of the well casings (TOC).

Groundwater levels were measured at 5.6' to 9.2' feet below TOC (pavement).

pH, temperature, and electrical conductivity of groundwater was recorded during the purging activities to affirm that groundwater in the wells have stabilized. After completion of the purging, groundwater samples P-1 and P-4 were collected from the wells for chemical analysis. After collection, groundwater from each monitoring well was transferred into clean volatile organic analysis (VOA) vials. The vials were sealed with Teflon®-septum screw caps. They were labeled, placed on ice in a cooler, and submitted to Enthalpy Analytical (EA) of Berkeley, California for chemical analysis. EA is a California Environmental Laboratory Accreditation Program (ELAP) certified laboratory (#2896).

All sampling and measurement equipment were washed with Liqui-Nox® (a phosphate free laboratory detergent), and rinsed with tap water at each measurement and sampling interval. Purged and wash water were stored in a 55-gallon drum at a designated location at the Site. Copies of Envirocom's field measurement notes are presented in Appendix E. The samples were analyzed for VOCs using the United States Environmental Protection Agency (EPA) method 8260B. Summary of the

analytical results are presented in Table I of Appendix B. Certified analytical results and chain-of custody documentation is presented in Appendix F.

6.0 AMBIENT AND INDOOR AIR SAMPLING AND ANALYSIS

At the request of Geomax, on August 1, 2018, Envirocom collected ambient air sample Air1 outside and west/northwest of the building at the Site. The same day, Envirocom also collected indoor air samples Air 2 through Air 4 inside the building at the Site. Sample Air 5 was collected as a blind duplicate confirming laboratory accuracy. Appendix C shows photographs of the samples. At the time of sampling, the Site was unoccupied, windows and doors were closed, and no HVAC was operating. The samples were collected during normal working shift hours (8 AM to 5 PM) using 6-liter Summa canisters and calibrated attachment regulator. The samples were submitted to EA for VOCs analysis using EPA method TO-15. Envirocom obtained weather information from National Oceanic and Atmospheric Administration (NOAA) database for the sampling date. Wind direction was toward west/northwest on the sampling day. Table II of Appendix B presents the analytical results. Figure 3 of Appendix A shows the sample locations. NOAA weather forecast for August 1, 2018, is presented in Appendix E. Certified analytical results and chain-of custody documentation is presented in Appendix F.

Several VOCs were detected in indoor and ambient air samples. Envirocom compared the analytical results with ESLs for residential and commercial land use as well as EPA Regional Screening Levels RSLs for residents (see Table I). Carbon Tetrachloride, Naphthalene, and Benzene concentration were slightly above ESL, while concentrations of all other constituents including TCE and 1,2 DCE were below ESL for residential land use. Carbon Tetrachloride concentrations in the samples were below RSL for residents. Please note that Carbon Tetrachloride was also detected in the ambient air sample (Air1). Benzene concentrations in the indoor samples were similar to the ambient air sample. Therefore, it is reasonable to conclude that their presence in the indoor air is associated with outdoor (ambient) air quality.

7.0 STORM WATER SAMPLING AND ANALYSIS

On September 26, 2018, Envirocom collected 3 water samples (SW1 through SW3) from 3 storm drain receptacles along an easement south and southwest of the Site. The storm drain trench is approximately 9-10 feet deep, and had runoff water draining into Penitencia Creek northwest of the Site via gravity. Figure 4 of Appendix A shows the sample locations. Photographs of the sample locations are shown in Appendix C. 1.8 µg/L cis-1,2-DCE, 1.3 µg/L TCE, and 0.6 µg/L trans-1,2-DCE were detected in sample SW3 (Table III of Appendix B). Photographs of the receptacles are included in Appendix C. Certified analytical results and chain-of-custody documentations are presented in Appendix F.

Envirocom coordinated with the City of Milpitas to obtain information related the storm drain system at and near the Site. The system extends along southern and western Site boundaries via an easement and connects to Penitencia Creek/channel north/northwest of the Site. The storm drain system is constructed with 30"-diameter reinforced concrete pipe (RCP) and smaller diameter Vitrified Clay Pipe (VCP). Top of the drain pipes were approximately 9-10 feet bgs at and near the Site. Slopes per City drawings are in the range of 0.33% to 0.75%. It flows by gravity having approximately 6 to 8 inches of bedding material, which could be either sand or gravel type aggregate base. This type of material has permeability of 2×10^{-2} to 5×10^{-3} cm/sec. The natural soil under the pipe is silty clay with permeability in the range of 10^{-5} to 10^{-7} cm/sec.

Several VCP were observed connecting to the main RCP from various directions in receptacle SW1 and SW2 (see the photographs, Appendix C). No COC being detected in sample SW1 and SW2 confirms that presence of TCE and 1,2 DCE in sample SW3 is due to seepage of groundwater into the RCP via possible cracks and/or openings in the piping. SW3 is at the lowest elevation in relation to SW1 and SW2.

8.0 SOIL, GROUNDWATER, AND SOIL GAS SAMPLING AND ANALYSIS

8.1 Pre-Field Activities

Envirocom coordinated with the client and C. Cruz Sub-Surface Locators, inc. (C. Cruz) of Milpitas to clear underground utilities at the sampling/drilling locations. Additionally, Envirocom contacted Underground Services Alert (USA) and notified them (Ticket # X826700515) of the drilling date and time. Envirocom prepared a health and safety plan for its employees and sub contractors. Envirocom coordinated with Enthalpy Analytical (EA) of Berkeley, California to obtain appropriate sampling containers for groundwater. Envirocom also coordinated with Eurofin Air Toxics (AT) of Folsom, California to obtain sampling canisters and attachments. Envirocom arranged drilling schedule with Cascade Drilling, Ltd. (Cascade) of Richmond, California to drill boreholes and collect soil, soil gas, and groundwater samples. Envirocom prepared field material and equipment. Envirocom notified the client of the drilling/sampling date and time.

8.2 Numbers and Location of Soil Gas Probes

Envirocom advanced 7 temporary soil gas probe (SG6-SG12) east, south and west of the Site on the paved areas. Figure 5 of Appendix A shows the soil gas probe locations.

8.3 Depth of Soil Gas Probes

Envirocom had Cascade to advance SG6 through SG12 probes to 5 feet bgs. This depth ensured eliminating/minimizing the effects of changes in barometric vacuum and temperature, breakthrough of ambient air from the surface, and eliminated/minimized moisture intrusion into the sampling tubes causing low flow conditions.

8.4 Installation of Soil Gas Probe

On October 3, 2018, Cascade utilized a track-mounted Geoprobe® 6620 DT direct push drilling equipment for advancing the boreholes and construct the soil gas probes. After advancing the boreholes SG6 through SG12 to 5 feet bgs, Cascade connected a gas probe to 1/4-inch diameter Teflon® tubing and used 3/4-inch diameter PVC piping to center and place the probe to the bottom of each borehole. Cascade extended the sampling tubing from the gas probe tip to the ground surface. Cascade placed approximately 2" of 2/12 sand beneath each probe, 10" of sand was placed around the probe and the tubing, 1' of dry bentonite (Benseal®) was placed above the sand, and 3' of hydrated bentonite was placed on top of the dry bentonite extending to the ground surface. After construction, each sample location was left to reach equilibrium for 1 day.

8.5 Soil Gas Purging and Sampling

On October 4, 2018, Envirocom performed shut-in test to ensure no leak existed in the above ground sampling connections. Envirocom then purged the soil gas probes to ensure that stagnant air was removed from the sampling system, and ensured that samples were representative of subsurface conditions. One purge volume was the internal volume of tubing plus the void space of the sand pack, and the void space of the dry bentonite in the annular space. Approximately three purge volumes were removed from each sample location, before collecting the samples. Flow rate was calibrated at the laboratory at 150 mL/min and vacuums less than 100 inches of water were maintained during purging and sampling. 6-liter stainless-steel canisters under vacuum were used for purging purposes.

8.6 Soil Gas Sample Container

One-liter stainless steel canister with a flow regulator and vacuum gauges was placed inside a shroud inflated with helium gas, and was used to collect the soil gas sample at each sampling location. The flow rates were calibrated at 150-200 ML/min. Envirocom recorded the vacuum upon start and completion of the sampling. Canisters were returned to the laboratory with a slight vacuum (three to five inches of mercury). These vacuum measurements were included in the laboratory's analytical report as a mechanism to verify the integrity of the sample. Vacuum measurements were documented using a calibrated vacuum gauge, using the same gauge at the laboratory and in the field. Stainless steel canisters were shipped for analysis to AT with chain-of-custody documentation. The chain-of-custody was completed in the field and included all relevant information including starting and ending vacuum for stainless steel canisters, flow, and sampling duration.

Samples SG9 and SG12 took longer time to fill hence ended with higher vacuums. This condition could have been due to stiff/dense soil type.

8.7 Soil Gas Chemical Analysis

Soil gas samples were analyzed for VOCs using EPA method TO-15, and for Helium and Oxygen using modified ASTM D-1946 method.

Analytical results for two samples (SG4 and SG12) were above ESL for TCE in soil gas at residential land use. Benzene concentration in soil gas sample SG1 through SG5, and SG12 were above ESL for soil gas in residential land use. Table VI of Appendix B summarizes the analytical results for the soil gas samples.

8.8 Numbers and Location of Soil and Groundwater Borings

Seven soil borings (SB6 through SB12), within 5 feet of the soil gas sampling locations, were advanced as part of subsurface soil and groundwater investigations. Figure 3 of Appendix A shows the soil boring locations.

8.9 Depth of Soil Borings

Except for soil boring SB6 and SB10, which were drilled to 16 feet bgs, the remaining soil borings were advanced to 12 feet bgs. On the same day Envirocom collected groundwater samples from SB7 and SB8. No groundwater was encountered in soil boring SB6, SB9, SB10, SB11, and SB12 due to low permeability zone. These borings were left overnight for collecting groundwater samples the next day. On October 4, 2018, Envirocom collected groundwater samples at soil borings SB6, SB9, and SB10. No groundwater was present in SB11 and SB12.

8.10 Soil and Groundwater Sampling

Geoprobe[®] consisted of a hollow shaft, which was lined with clean clear plastic tube (4 feet long) and attached to steel rods. The shaft penetrated into ground by hydraulic hammer and collected continuous soil samples at 4-foot intervals until reaching bottom of borings. After collection, plastic tubes were removed from inside of the shaft for inspection and sample collection. Envirocom screened soil conditions from ground surface to bottom of each boring using visual observations as well as a ppb RAE 3000 photo ionization detector (PID). The observations were recorded in boring logs. One soil sample was collected from each boring at approximately 7 feet bgs for chemical analysis. Envirocom cut a section of the plastic tube (approximately 6-inch long) containing soil for laboratory analysis. Envirocom sealed the tubes with Teflon[®] tape and plastic end caps, label them, and placed them on ice in a cooler. No visual contamination (stain/odor) was observed/detected in the soil samples. Soil type encountered in the borings were consistent and consisted of mixture of silty clay/clayey silt with sand to approximately 10 feet bgs followed with silty clay to the bottom of borings. Approximately 1-foot thick brown silty sand/sand was observed in few borings

at 7.5-8.5 feet bgs. Exploratory boring logs are enclosed in Appendix E. Figure 11 of Appendix A shows geologic cross section at the Site.

Groundwater was measured in the borings at approximately 6'-9' bgs at the Site. Cascade inserted a 3/4-inch diameter perforated and solid PVC piping in each boring to collect grab groundwater samples. On October 3 and 4, 2018, Envriocom utilized disposable bailers to collect grab groundwater samples. Envirocom also used well sounder to measure the groundwater level in each boring.

After collection, Envirocom transferred groundwater into clean VOA vials. The vials were sealed with Teflon-septum screw cap. They were labeled, placed on ice in a cooler, and together with the soil samples and chain-of-custody documentation submitted to EA for chemical analysis.

On October 5, 2018, Envirocom sealed the soil borings with Portland cement and Bentonite mixture, and placed concrete cap on top of each boring location.

All Geoprobe® and sampling equipment were washed with Liqui-Nox® (a phosphate-free laboratory detergent) and rinsed with clean tap water at each sampling interval.

The waste water was placed in a 55-gallon drum at the Site.

8.11 Soil and Groundwater Chemical Analysis

Soil and groundwater samples were analyzed for VOCs using EPA method 8260B. Except for the soil sample collected at SB12 containing 38 µg/kg TCE, the remaining results for VOCs were below laboratory reporting limits. Please refer to the soil and groundwater sample results in Table IV and V of Appendix B, respectively. Certified analytical results and chain-of-custody documentation for soil, and groundwater samples are presented in Appendix F.

9.0 REVIEW OF INFORMATION FOR NEAR-BY PROPERTIES

The Site is surrounded by light industrial and commercial buildings to the south, tow truck company to the west, Penitencia Creek to the north, and a vacant land to the east. MONY property located at 1980 Tarob Court, adjacent and east of the Site had completed an EPA Region IX Site Screening/Prioritization Checklist dated September 22, 1999. The report indicated that up to 43 ppb TCE, 12 ppb DCE, and 3.7 ppb TCA was detected in the groundwater at this property. Structures at MONY property have been demolished. Presently, this property is under new construction

Lundy Development property located at 551 Lundy Place, east and adjacent to MONY property has an open case with County of Santa Clara Department of Environmental Health (CSCDEH). A preliminary soil, groundwater, and soil gas report prepared by

Cornerstone Earth Group (CEG) dated January 25, 2017, documented up to 7.9 µg/L TCE and 4 µg/L DCE in groundwater. Up to 210 µg/m³ Benzene, 460 µg/m³ TCE, and 75 µg/m³ DCE were also detected in soil gas samples at this property. A Site Management Plan dated April 16, 2018, prepared by ECG documented presence of gasoline and TCE above Tier 1 ESL in grab groundwater samples. Benzene, TCE, PCE, and VC were detected above Tier 1 ESLs in soil gas samples at this property.

A letter issued by SFBRWQCB dated February 27, 2018, to Former Viking Freight System, Inc. located at 355 Sango Court, adjacent and west of the Site indicated that Three soil gas samples on the eastern portion of the facility (within close proximity and west of SG4 at the Site) detected elevated concentrations of benzene above ESLs for residential standards at 5' bgs. Several VOCs at low concentrations were detected in the soil gas samples collected at this property. Up to 82 µg/m³ Benzene was also detected in the soil gas samples. No TCE and 1,2-DCE were detected in the soil gas samples. No updated information for any recent subsurface investigation was available in GeoTracker database for this property.

In a case closure summary submitted by Santa Clara County Department of Environmental Health (SCCDEH) dated March 22, 2000, issued to Di Salvo Trucking located at 730 East Capitol Avenue (adjacent north of the Site) indicated that maximum concentration of 1.05 ppm of Benzene was once detected in the soil at the property, but not detected in groundwater.

SCCDEH also issued a case closure summary dated June 20, 2014, to Traverse Residential Development (formerly used as an auto salvage yard) located at 569-625 Trade Zone Blvd (within ¼ mile south of the Site) indicating that up to 12.9 ppb Benzene was detected in the groundwater, and up to 170 µg/m³ Benzene was detected in soil gas samples. Please note that while there were several VOCs detected in the samples collected at these properties, Envirocom only presented contaminant results that are relevant to the COCs at the Site. Information from reports mentioned in this section can be referred to in the State GeoTracker database.

Figure 6 of Appendix A shows locations of the above properties in relation to the Site.

10.0 CONCEPTUAL SITE MODEL

Envirocom prepared this Conceptual Site Model, after obtaining the most recent soil, groundwater, and soil gas data at the Site. Envirocom also included historical data in its evaluation of the pollutant sources.

10.1 Pollutant Sources

TTM Technologies (TTM), the former Site's tenant left the Site end of 2016. TTM removed all above ground fixtures and obtained facility closures from the County of Santa Clara, and the City of Milpitas. The Site has been unoccupied since end of 2016. No information documenting spill or release of the COC at the Site was observed in the available records. The Site was used for manufacturing printed circuit board. As part of its operation, 1,1,1-Trichloroethane, PCE, and methylene Chloride were stored and used at the Site. Several properties near the Site have also been used for printed circuit board manufacturing with known soil and groundwater contamination.

10.2 Nature And Extent of Contamination

With the exception of 38 µg/kg TCE detected in soil sample SB12-7 (west of the Site), no VOCs including benzene were detected in soil samples collected from SB1 through SB11 by Envirocom in December 2017 and October 2018 at the Site (Table IV of Appendix B). Secondary source of pollutants is groundwater and saturated sediments. Traces to low concentrations of COC have been detected in shallow groundwater east, south and west of the Site. No benzene has been detected in the groundwater samples collected at the Site in 2017 and 2018. COC appears to be migrating in groundwater from properties east of the Site intercepted by storm water trench and disperse south and west of the Site. COC were detected in storm water sample SW3, southwest, and groundwater sample W3 east of the Site supporting this finding. Figure 7 through 10 show iso concentration contours for TCE and cis-1,2-DCE in groundwater and soil gas at the Site

Envirocom utilized available historical as well as the most recent groundwater quality data to confirm whether concentrations of COC in groundwater at the Site have been decreasing. Figure 12 of Appendix A confirm that TCE and cis-1,2-DCE concentrations in monitoring well P-1 have been decreasing since 1980s.

10.3 Hydrologic Conditions and Framework

10.3.1 Surface Hydrology: The Site is located approximately 50 feet above mean sea level (MSL). Penitencia Creek is located adjacent and north of the Site. The Site is relatively flat, and surface water at the Site drains via overland flow to storm drains located within the paved portions of the Site. Site's storm drain system is approximately 3 feet deep and connects to the main storm drain northwest of the Site, before connecting to Penitencia Creek/Channel.

10.3.2 Geology and Hydrogeology: The lithology encountered at the Site subsurface investigation ranged from mixture of silty clay/clayey silt with sand to approximately 10' bgs, and silty clay to approximately 16' bgs. The lithology encountered at the Site during the past subsurface investigations showed the continuation of silty clay to

approximately 25' bgs. No odor was detected, and no stain was observed in the soil samples collected from the borings at the Site. No odor was detected and no sheen was observed in the groundwater samples collected at the Site. A thin lens (approximately 8"-12" thick) of brown silty sand/sand was observed in few borings at approximately 7.5-8.5 feet bgs at the Site. Static groundwater was measured at 5.6' to 9.2' in monitoring well P-4 and P-1, respectively in September 2018. Historical groundwater flow direction has been toward southwest at the Site in the past. Geologic cross section for the Site is shown in Figure 11 of Appendix A.

10.4 Actual and Potential Migration Pathways

Envirocom obtained storm water information from City of Milpitas and reviewed the utility trenches near the Site. Based on the available information, the deepest trench near the Site belongs to storm water drain systems. The storm water trench extends to approximately 10 feet bgs at the Site. This depth is at the first encountered groundwater level of 10 feet bgs. Therefore, it is anticipated that groundwater contamination has migrated from offsite and dispersed through the identified man-made conduits into the groundwater beneath the Site. Location of the municipal storm water drain system for the Site and nearby properties is presented in Appendix G.

10.5 Actual and Potential Exposure Pathways and Receptors

10.5.1 Human Exposure Assessment: Potential transport mechanism from subsurface sediment and groundwater are by volatilization and atmospheric dispersion. Residual low concentrations of COC were detected in groundwater samples collected at the Site. Few concentrations are above ESLs for vapor intrusion concern in residential land use. Please note, other than benzene, no COC concentrations were above ESLs for indoor air direct exposure human health risk in residential land use. However, benzene concentrations in the indoor air samples were similar to the ambient air sample. The TCE concentrations in groundwater were above MCL of 5 µg/L for direct exposure human health in few samples at the Site. Shallow groundwater is not being used for consumption, or any other purpose at the Site; it has very low rate of recharge, and its quality has been influenced by pollutant migration from near-by properties. Construction workers may become exposed to the VOCs vapor during trenching or excavation work at the Site. Figure 13 of Appendix A shows exposure scenario flow chart.

10.5.2 Sensitive Receptors: Penitencia Creek/channel is located adjacent and north of the Site. Storm drain system discharges storm water to the creek. Concentrations of COC detected in groundwater at the Site are below ESLs for Aquatic Habitat Goal Levels for Fresh Water Ecotox of 360 µg/L TCE, and 590 µg/L cis-1,2-DCE and tran-1,2-DCE, and 780 µg/L VC. Groundwater monitoring/remediation wells belonging to Arco #2089 and Jones Chemical have been identified within 1/2 mile of the Site. Both properties are situated Northeast at hydraulic up gradient of the Site. Three water wells

were identified 1/2 to 2/3-mile Northeast and West of the Site. However, these wells are distanced, cross, and up-gradient of the Site.

11.0 CONCLUSION AND RECOMMENDATIONS

11.1 Conclusion

Envirocom has obtained and evaluated subsurface information at the Site and summarize the following:

- Pollutant sources are identified and evaluated
- The Site is adequately characterized
- Exposure pathways, receptors, potential risks, threats, and other environmental concerns are identified and assessed
- Unacceptable risk to human health, ecological health, and sensitive receptors, considering current (commercial) and future (roads and park) land use and water uses are assessed
- Presence of residual pollutant in groundwater is a chronic condition in the general area near the Site
- Pollutant concentrations in groundwater are decreasing at the Site

11.2 Recommendations

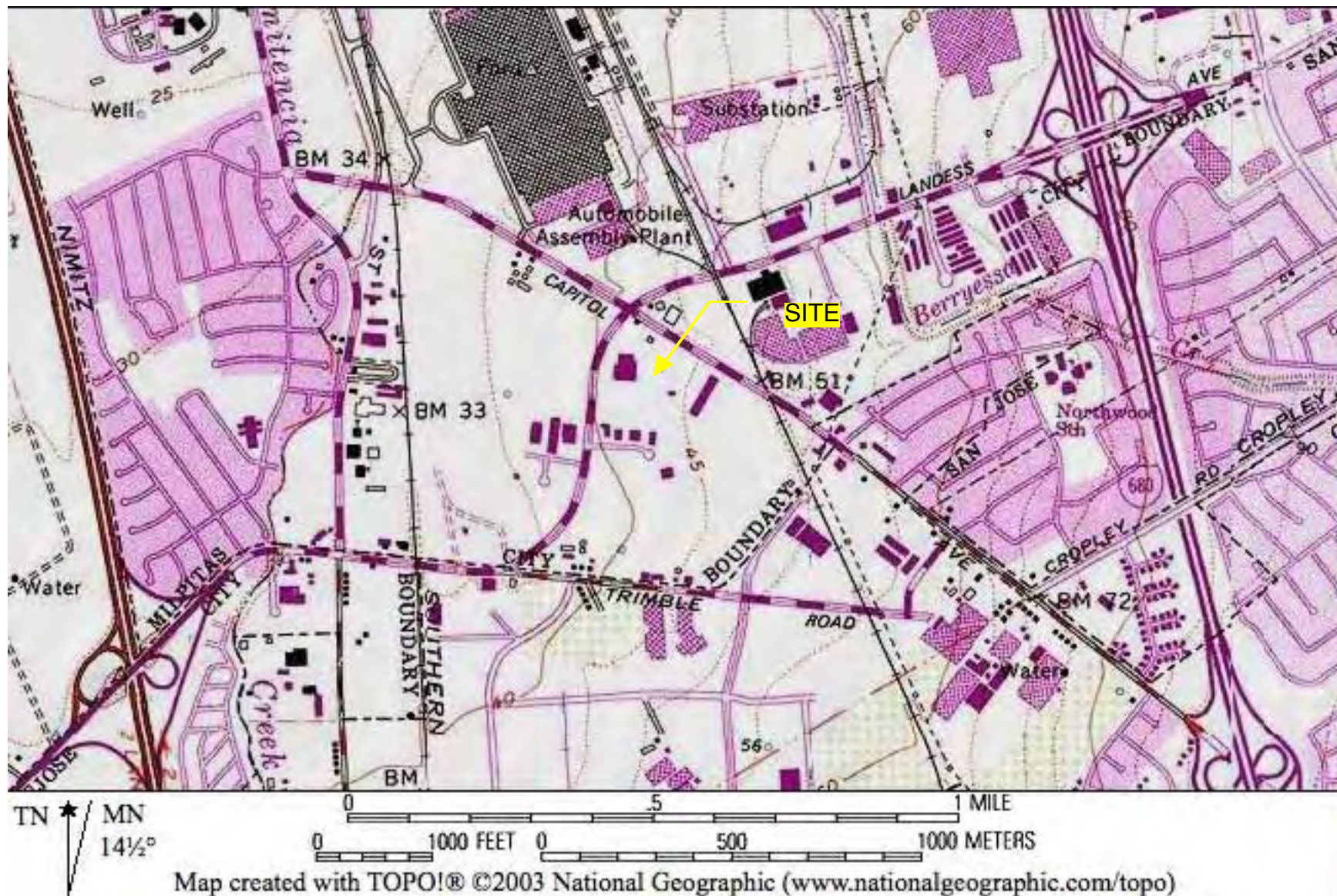
After completion of the City's redevelopment plan, and engineering drawings for roads/overpass and open space at the Site, Envirocom recommends preparing a soil management plan (SMP) that would address construction workers health and safety as well as soil management procedures. The SMP should also include groundwater and saturated sediment management related to redirecting the existing storm water system (if it will be part of the Site's redevelopment).

12.0 LIMITATIONS

The content and conclusion provided by Envirocom in this report are based on information collected during its investigation, which include, but are not limited to field observations and analytical results for the soil and groundwater samples collected at and near the Site as well as information provided by other consultants and organizations.

Envirocom assumes that the samples collected and laboratory results are reasonably representative of the whole Site/area, which may not be the case at unsampled areas. This assessment was performed in accordance with generally accepted principles and practices of environmental engineering and assessment in Northern California at the time of the work. This report presents our professional opinion based on our findings, technical knowledge, and experience working on similar projects. No warranty, either expressed or implied, is made.

Appendix A
FIGURES (1-13)



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Site Location

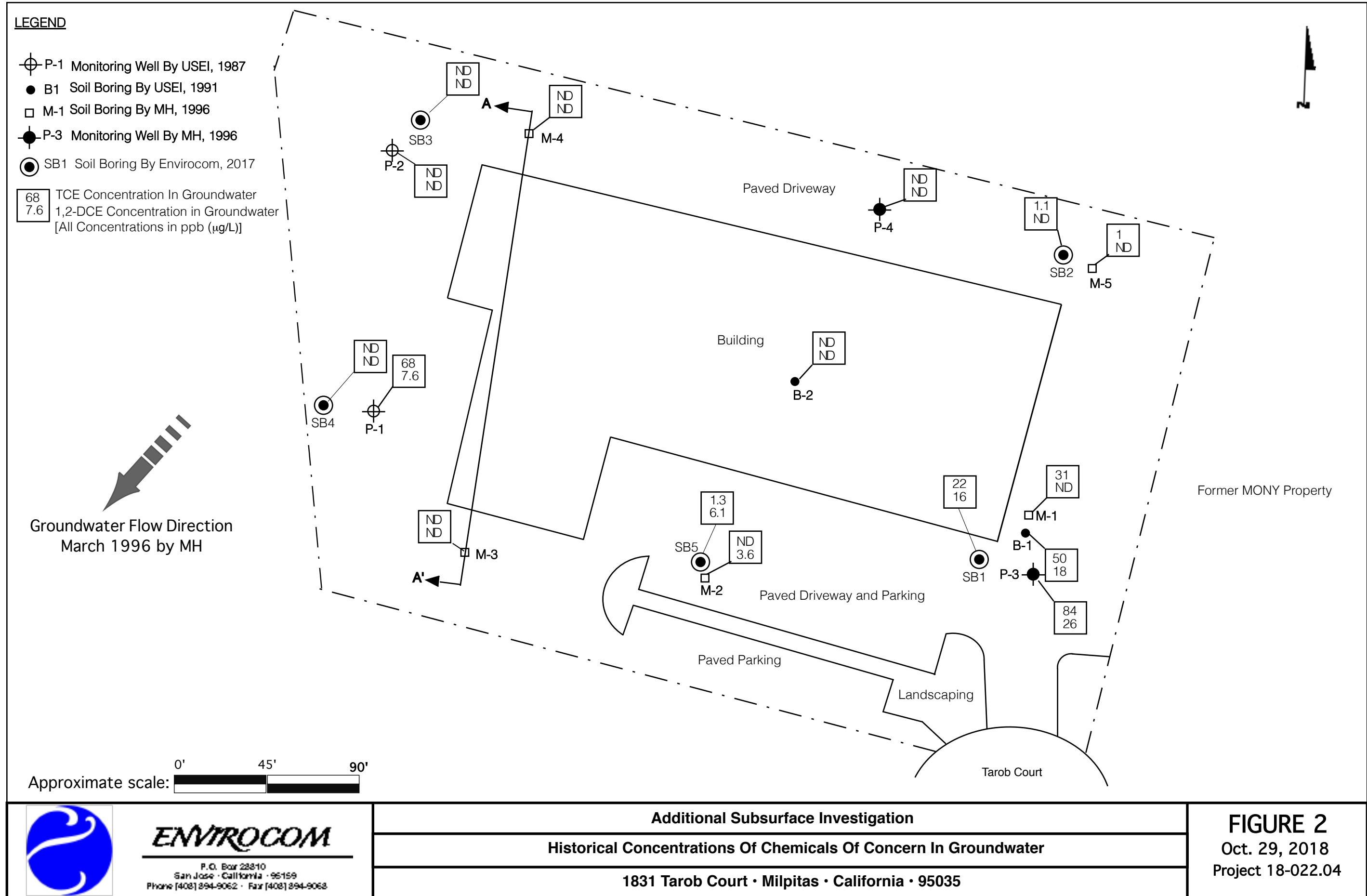
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FIGURE

1

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LEGENS

O = Office
B = Bathroom
S = Storgae Room

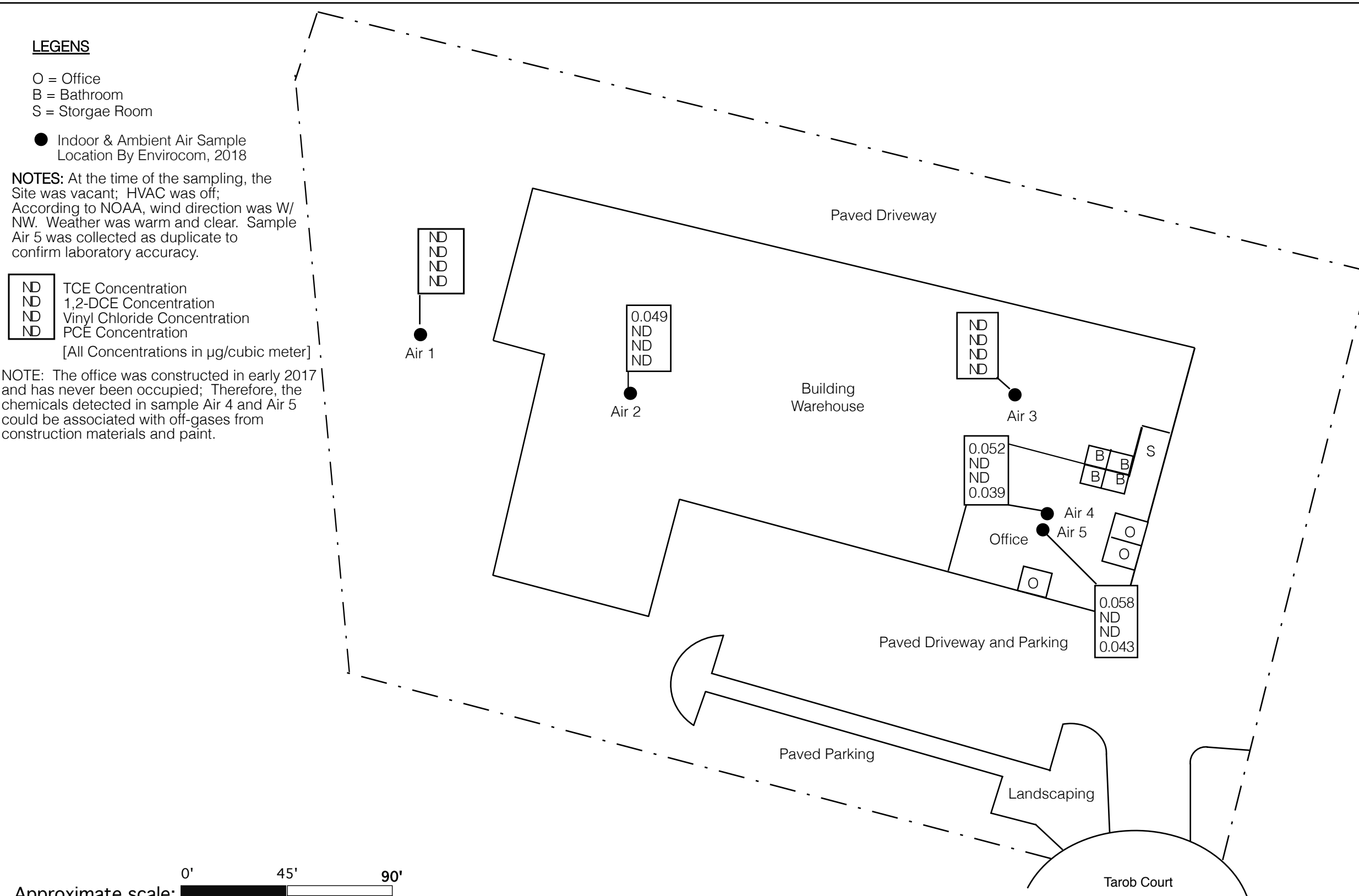
● Indoor & Ambient Air Sample
Location By Envirocom, 2018

NOTES: At the time of the sampling, the Site was vacant; HVAC was off; According to NOAA, wind direction was W/ NW. Weather was warm and clear. Sample Air 5 was collected as duplicate to confirm laboratory accuracy.

ND	TCE Concentration
ND	1,2-DCE Concentration
ND	Vinyl Chloride Concentration
ND	PCE Concentration

[All Concentrations in µg/cubic meter]

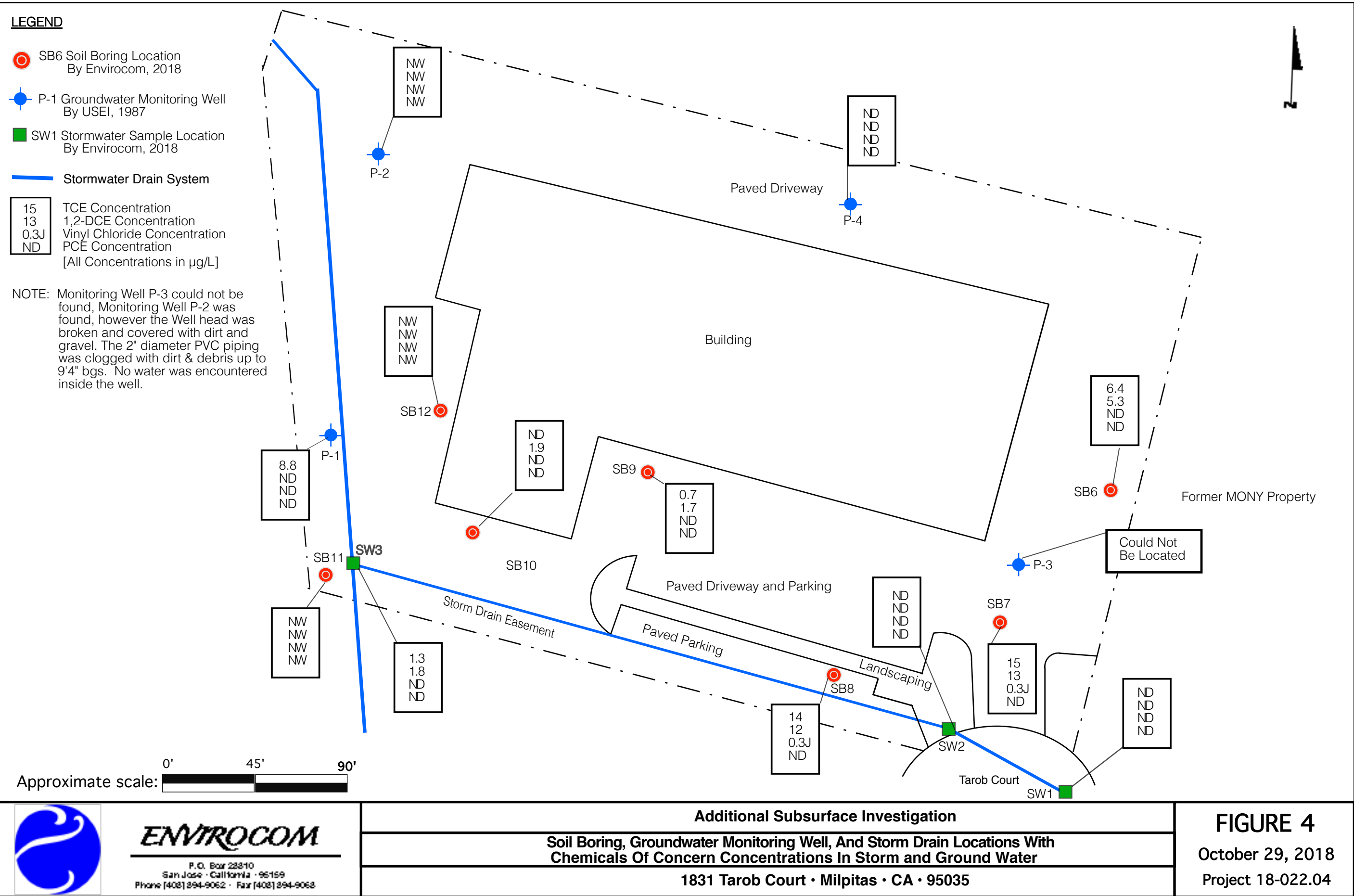
NOTE: The office was constructed in early 2017 and has never been occupied; Therefore, the chemicals detected in sample Air 4 and Air 5 could be associated with off-gases from construction materials and paint.

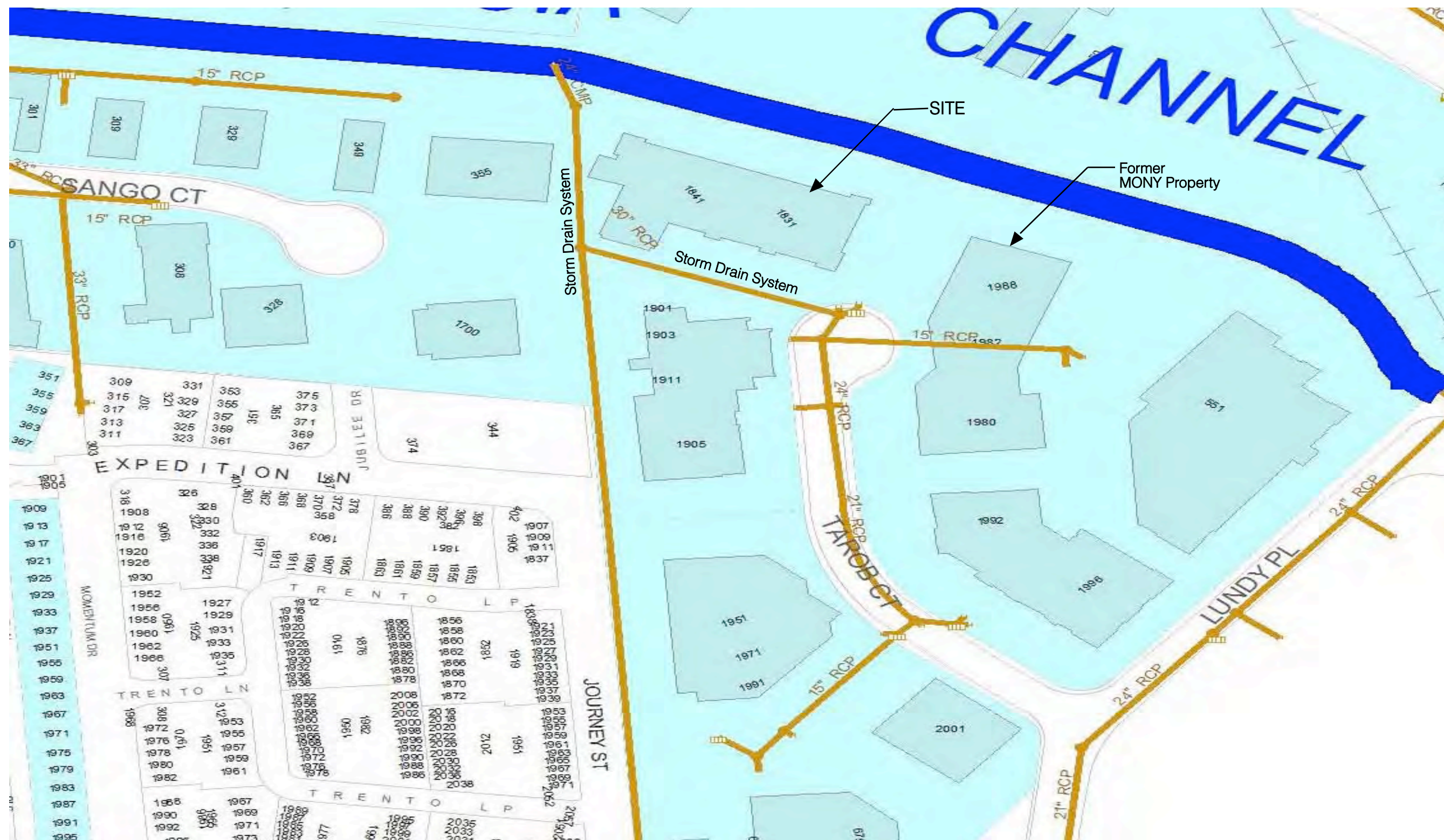


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Additional Subsurface Investigation
Indoor And Ambient Air Sampling Location And Chemicals Of Concern Concentrations
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FIGURE 3
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Source: City Of Milpitas Website

Drawing Not To Scale



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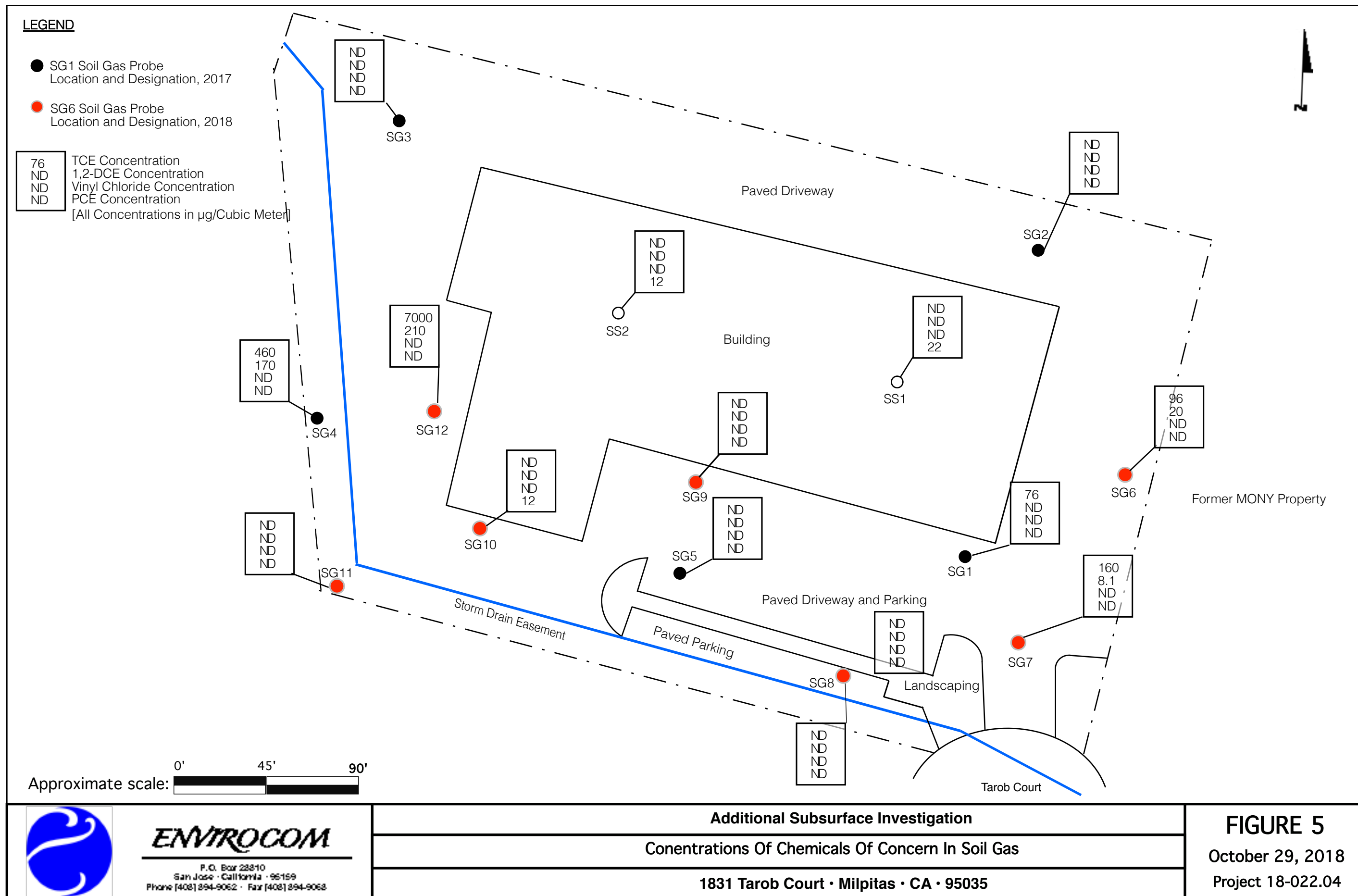
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City of Milpitas Storm Drain System

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FIGURE 4A

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- 1 - Former Mony Property, 1980 Tarob Ct.
- 2 - Lundy Development, 551 Lundy Place
- 3 - Former Viking Freight, 355 Sango Ct.
- 4 - Former Di Salvo Trucking, 730 E. Capitol Ave.
- 5 - Traverse Residential Development
569-625 Trade Zone Blvd.



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Properties With VOCs Contamination

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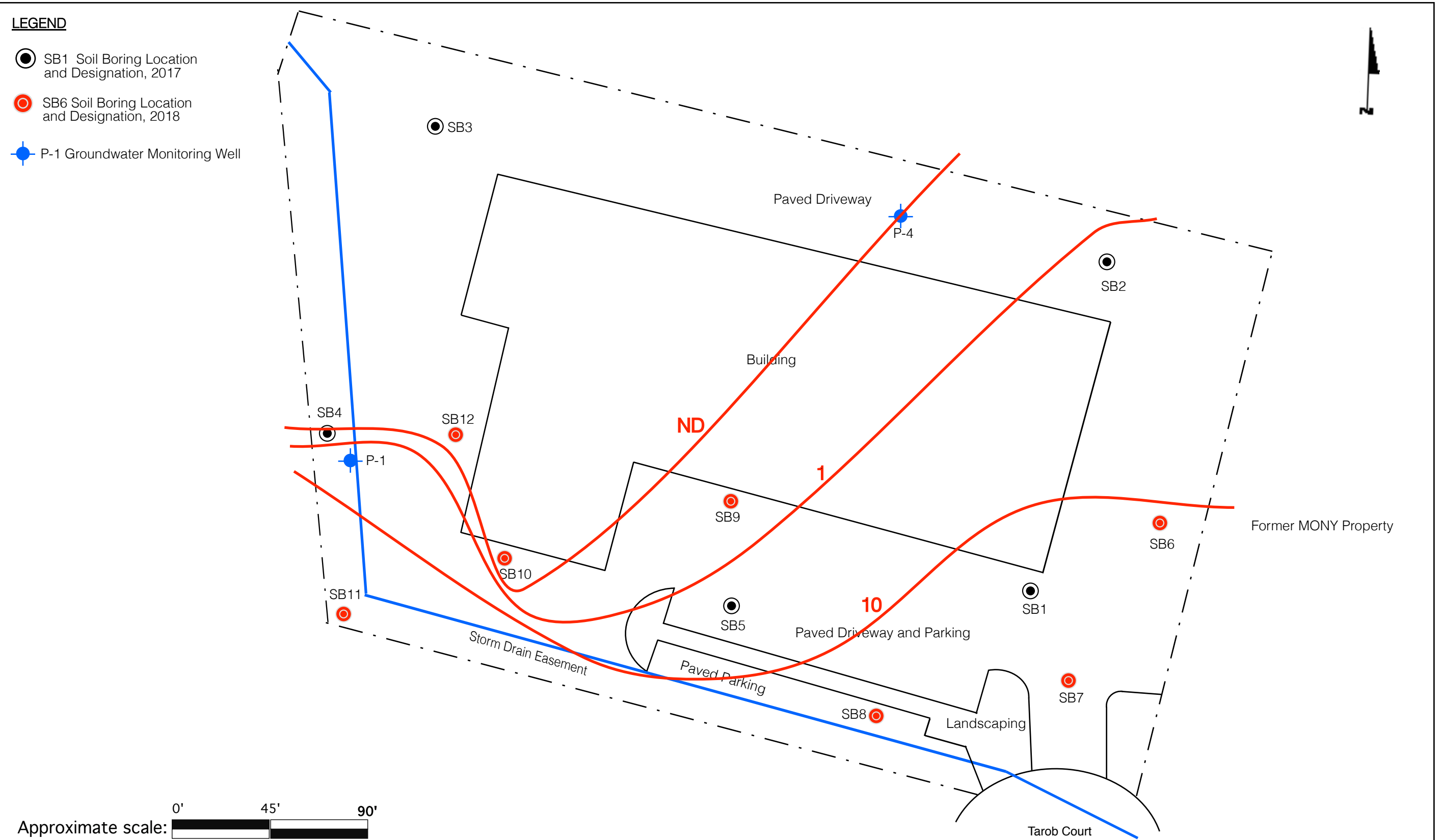
FIGURE 6

October 29, 2018

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LEGEND

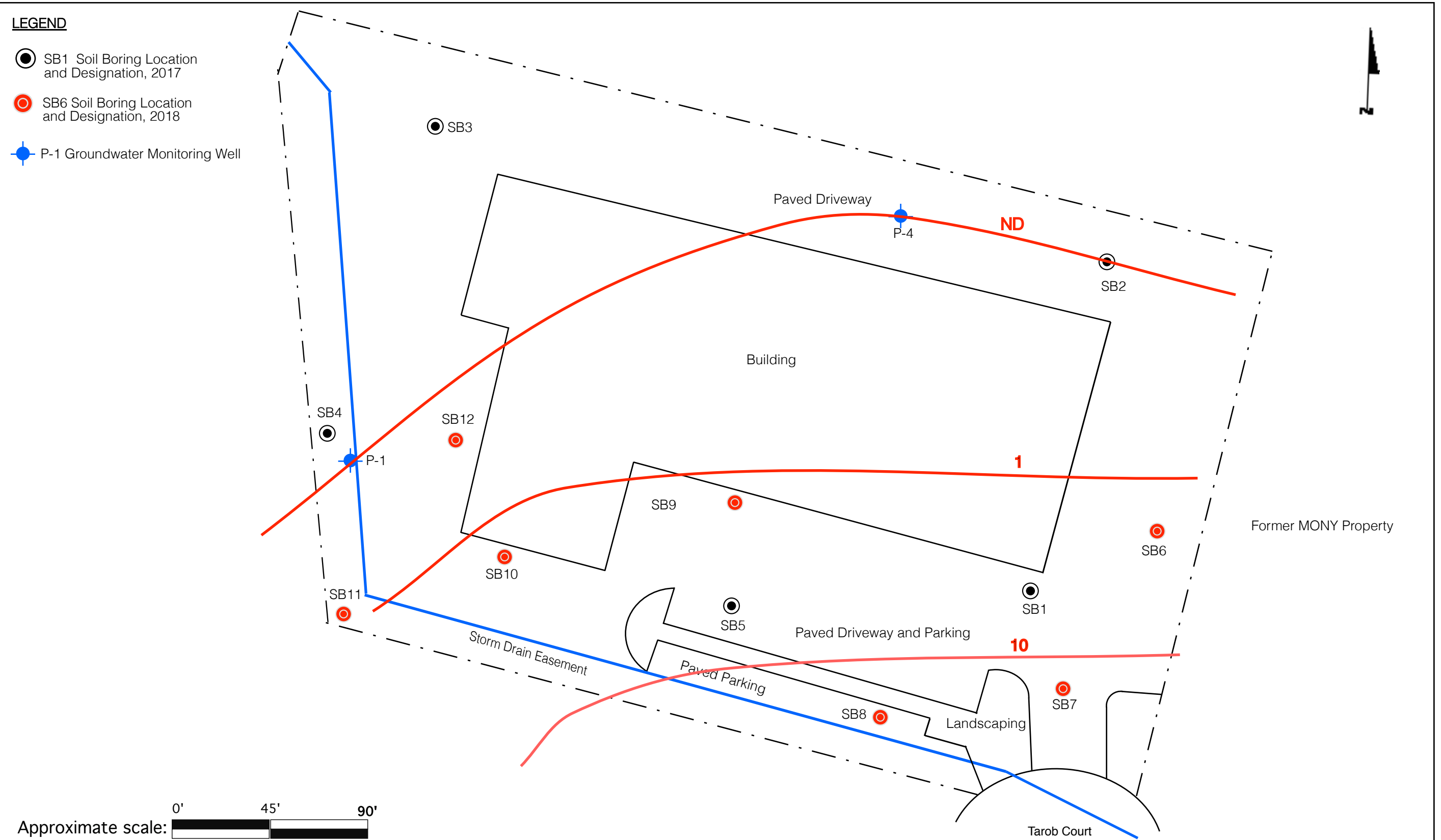
- SB1 Soil Boring Location and Designation, 2017
- SB6 Soil Boring Location and Designation, 2018
- P-1 Groundwater Monitoring Well



	ENVIROCOM P.O. Box 22810 San Jose, California 95159 Phone (408) 894-9062 • Fax (408) 894-9063	Additional Subsurface Investigation		FIGURE 7 October 29, 2018 Project 18-022.04
		Iso-Concentration Contour For TCE In Groundwater In ppb (µg/L)		
		1831 Tarob Court • Milpitas • CA • 95035		

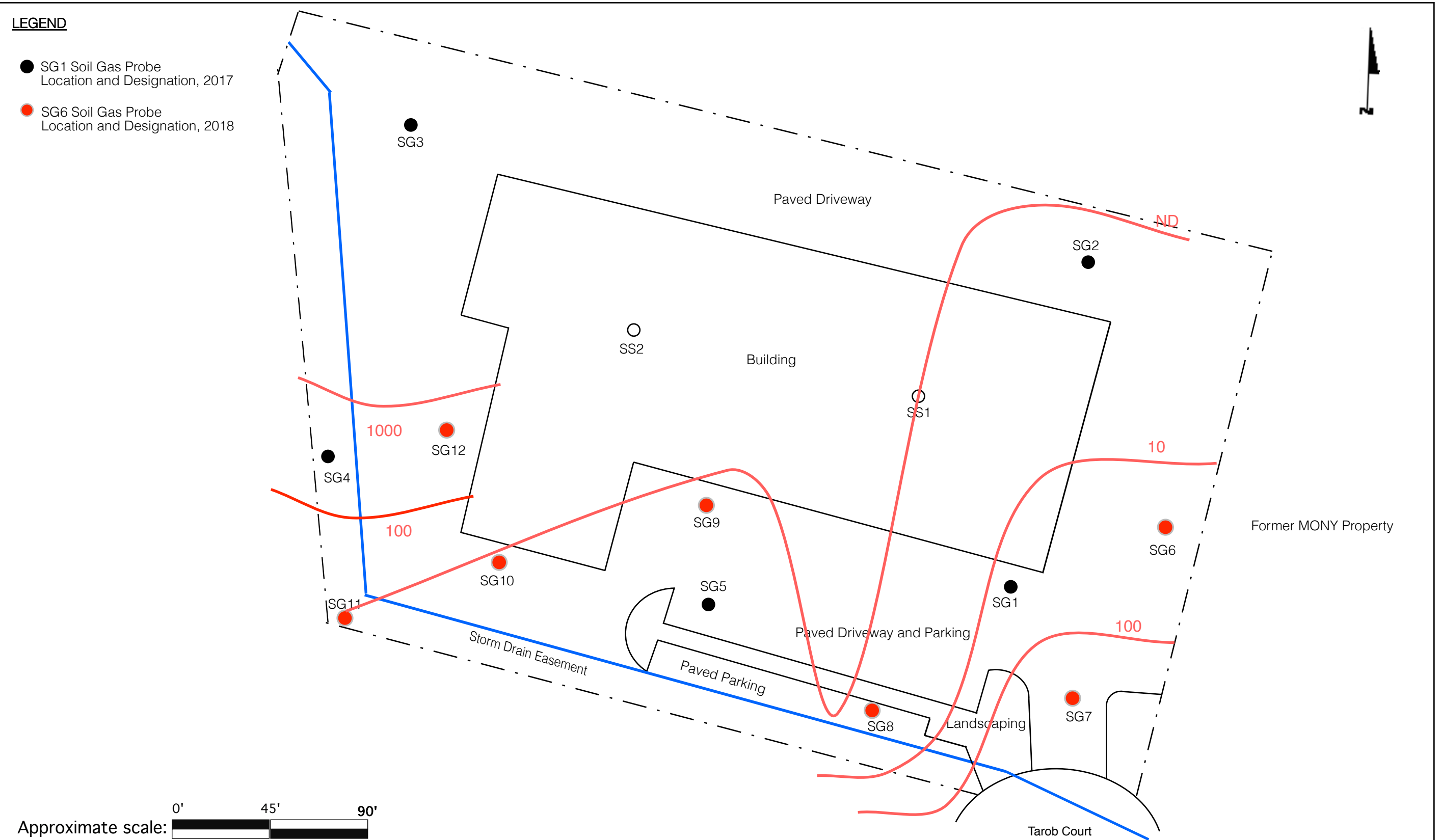
LEGEND

- SB1 Soil Boring Location and Designation, 2017
- SB6 Soil Boring Location and Designation, 2018
- P-1 Groundwater Monitoring Well



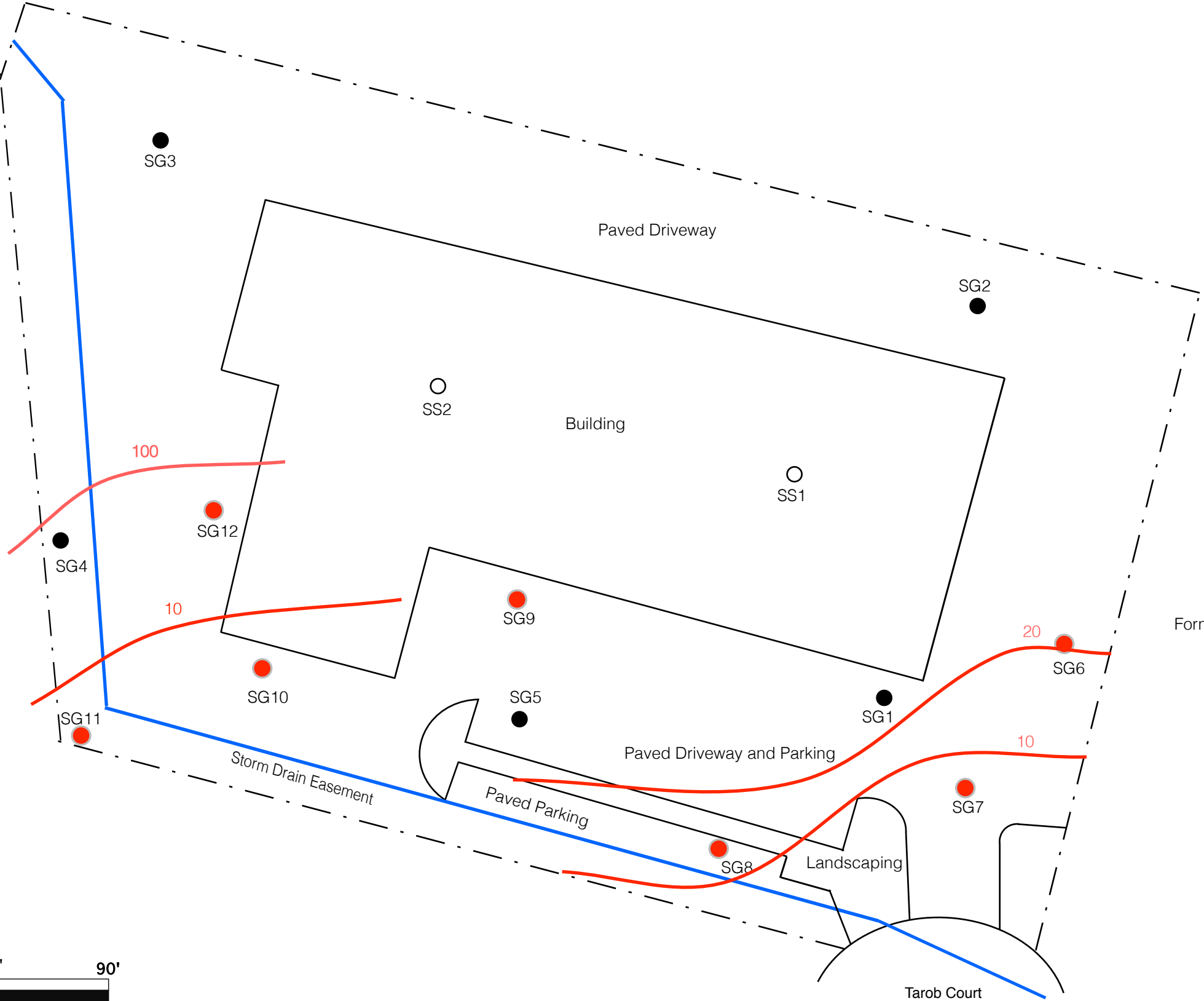
LEGEND

- SG1 Soil Gas Probe
Location and Designation, 2017
- SG6 Soil Gas Probe
Location and Designation, 2018



LEGEND

- SG1 Soil Gas Probe
Location and Designation, 2017
- SG6 Soil Gas Probe
Location and Designation, 2018



Approximate scale: 0' 45' 90'



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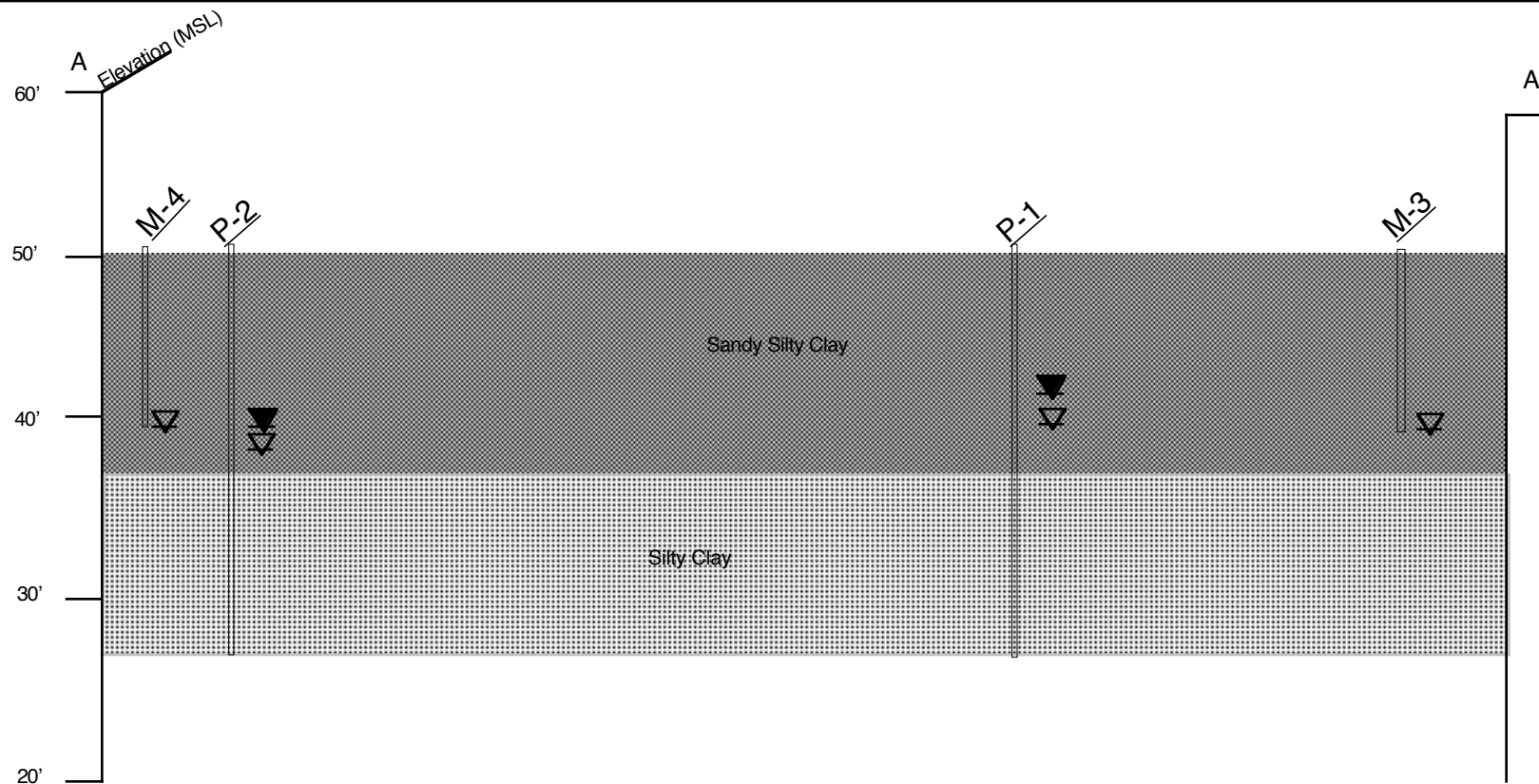
Additional Subsurface Investigation

Iso-Concentration Contour For cis-1,2-DCE In Soil Gas In $\mu\text{g}/\text{m}^3$

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FIGURE 10

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NOTE: Borings M-3 and M-4 were advanced by MH;
Monitoring Well P-1 and P-2 Were Constructed by USEI

Approximate Vertical Scale: 1" = 10'
Approximate Horizontal Scale: 1" = 30'



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Geologic Cross Section A-A'

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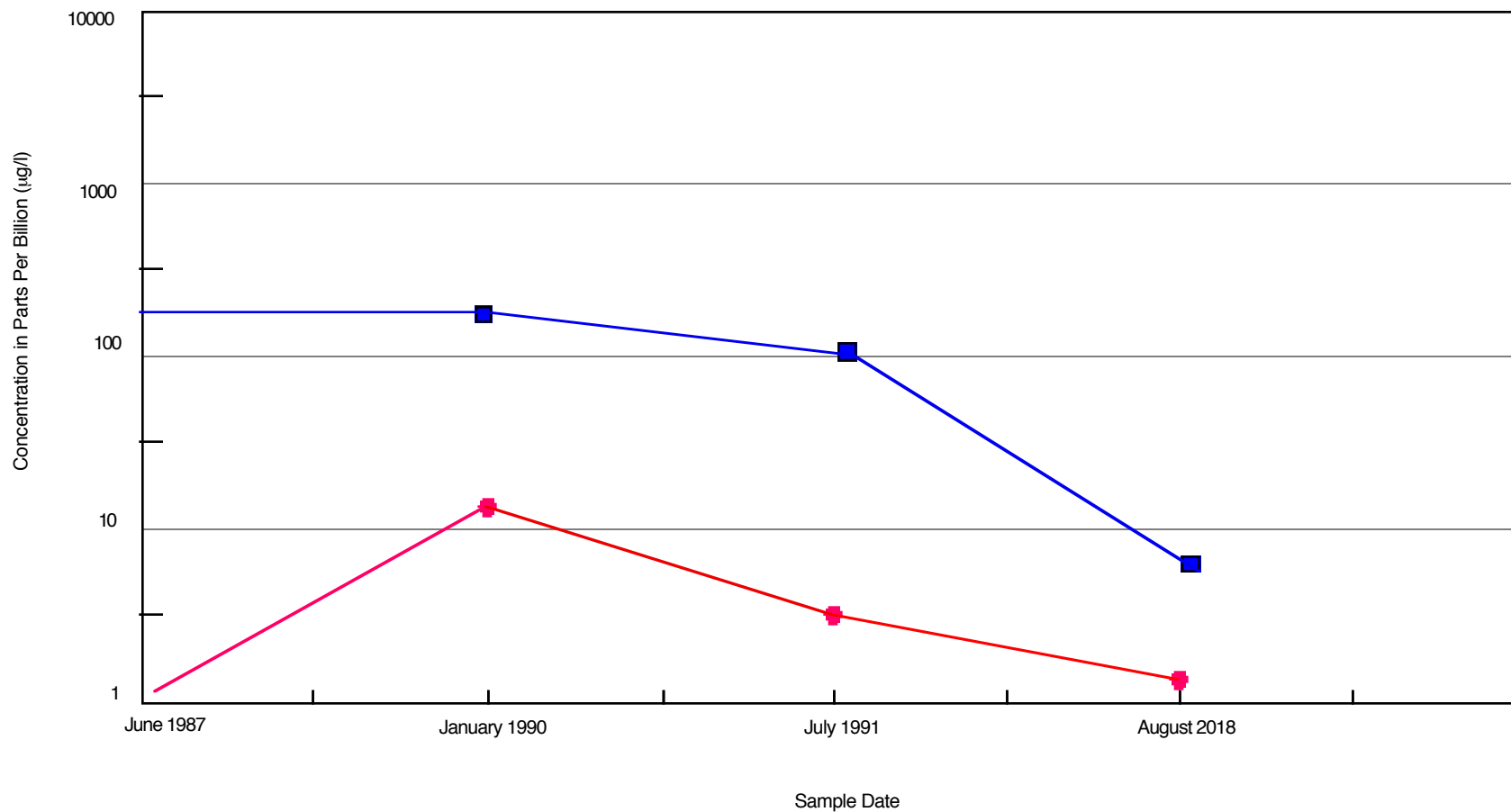
FIGURE

11

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LEGEND

- Trichloroethene (TCE)
- ◆ cis-1,2-Dichloroethene (1,2-DCE)



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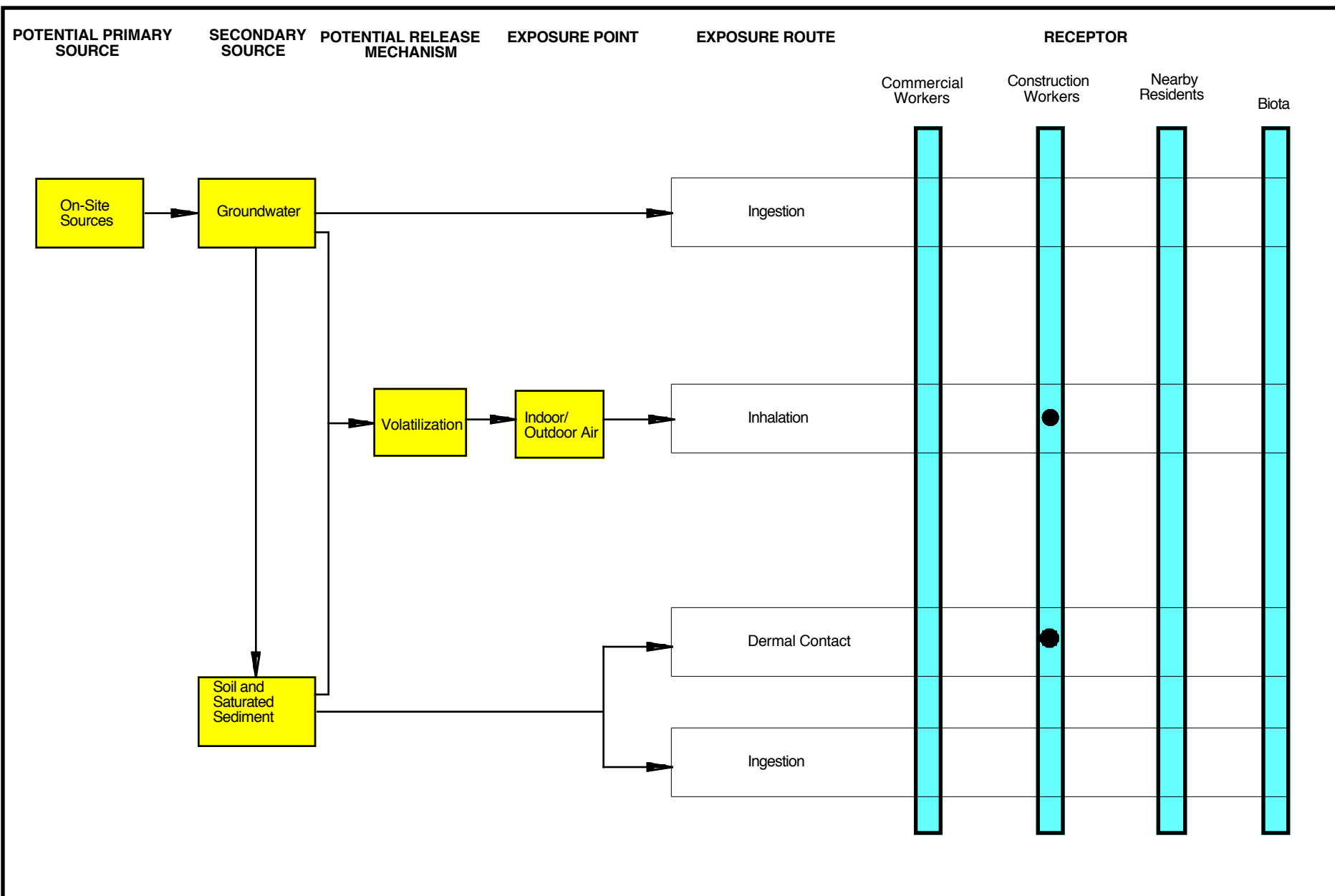
Concentration Curve For Groundwater at P-1

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FIGURE

12

October 29, 2018
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Exposure Scenario Flow Chart

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FIGURE

13

Oct. 29, 2018
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Appendix B
TABLES (I-VI)

TABLE I
ANALYTICAL RESULTS FOR GROUNDWATER MONITORING WELL SAMPLES
(Concentrations in ug/L)

Sample ID	Sample Date	Sample Location	Cis-1,2-Dichloroethene	Trichloroethene	Tetrachloroethene	Vinyl Chloride
P-1	7.18.18	P-1	<0.5	8.8	<0.5	<0.2
P-4	7.18.18	P-4	<0.5	<0.5	<0.5	<0.2
San Francisco Bay RWQCB, Summary of Groundwater ESLs for Groundwater Vapor Intrusion Human Health Risk Levels (Table GW-3) Shallow Groundwater Residential			110	5.6	3.0	0.06

Note: All other VOCs not included in table I were below laboratory reporting limits (RL).

TABLE II
AMBIENT AND INDOOR AIR SAMPLE ANALYTICAL
(Concentrations in ug/m³)

Sample ID	Air 1	Air 2	Air 3	Air 4	Air 5	ESL ¹	ESL ²	RSL ³
Sample Date	8.2.18	8.2.18	8.2.18	8.2.18	8.2.18			
Sample Canister	6 Liter	6 Liter	6 Liter	6 Liter	6 Liter			
CFC12 (Dichlorodifluoromethane)	2.2	2.2	2.2	2.1	2.1	NV ⁴	NV	NV
Chloromethane	0.33	0.33	0.33	0.32	0.29	94	390	NV
Acrolein	0.94	0.61	0.92	2.1	2.2	NV	NV	NV
Acetone	10	10	10	20	18	32000	140000	NV
Trichlorofluoromethane	1.2	1.2	1.2	1.1	1.2	NV	NV	NV
Methylene Chloride	0.28	0.29	0.29	0.25	0.26	1	12	100
Trichlorotrifluoroethane	0.43	0.42	0.43	0.42	0.42	NV	NV	NV
Benzene	0.28	0.26	0.26	0.27	0.27	0.097	0.42	0.36
Carbon Tetrachloride	0.21	0.27	0.42	0.41	0.40	0.067	0.29	0.47
Toluene	0.75	0.80	0.83	1.6	1.7	310	1300	NV
Ethylbenzene	0.24	0.32	0.32	0.47	0.49	1.1	4.9	NV
m,p-Xylenes	0.85	1.3	1.3	2.0	2.0	100	440	NV
o-Xylenes	0.33	0.67	0.71	1.1	1.0	100	440	NV
trans-1,2-Dichloroethene	<RL ⁵	0.072	0.061	0.093	0.093	63	260	NV
1,2-Dichloroethane	<RL	0.045	0.045	0.045	0.045	0.11	0.47	0.11
1,3,5-Trimethylbenzene	<RL	2.0	2.1	1.6	1.6	NV	NV	NV
1,2,4-Trimethylbenzene	<RL	5.7	6	4.9	4.8	NV	NV	NV
Bromomethane	<RL	<RL	0.040	0.041	<RL	5.2	22	NV
Naphthalene	<RL	<RL	0.34	0.24	<RL	0.083	0.36	NV
Trichloroethene	<RL	0.049	<RL	0.052	0.058	0.48	3.0	0.48
Tetrachloroethene	<RL	<RL	<RL	0.039	0.043	0.48	2.1	11
Styrene	<RL	<RL	<RL	0.65	0.57	940	3900	NV

- 1 ESL¹ - Table 1A-1, Indoor Air Environmental Screening Levels For Direct Exposure Human Health Risk, Residential Land Use, RWQCB, San Francisco Bay Region, February 2016
- 2 ESL² - Table 1A-1, Indoor Air Environmental Screening Levels For Direct Exposure Human Health Risk, Commercial/Industrial Land Use, RWQCB, San Francisco Bay Region, February 2016
- 3 RSL³ - Resident Ambient Air Table, Regional Screening Level, EPA Region 9, May 2018
- 4 NV - No Value
- 5 <RL - Less than Reporting Limit

NOTES: (1) Sample Air 1 was collected outside the building at the Site and used as a background ambient air quality data; (2) All other constituents not mentioned in Table II were <RL

TABLE III
ANALYTICAL RESULTS FOR STORMWATER SAMPLES
(Concentrations in ug/L)

Sample ID	Sample Date	Sample Location	Cis-1,2-Dichloroethene	Trichloroethene	Tetrachloroethene	Vinyl Chloride	Trans-1,2-Dichloroethene
SW1	9-26-18	SW1	<0.5	<0.5	<0.5	<0.2	<0.5
SW2	9-26-18	SW2	<0.5	<0.5	<0.5	<0.2	<0.5
SW3	9-26-18	SW3	1.8	1.3	<0.5	<0.2	0.6
San Francisco Bay RWQCB, Summary of Groundwater ESLs for Groundwater Vapor Intrusion Human Health Risk Levels (Table GW-3) Shallow Groundwater Residential			110	5.6	3.0	0.06	940

Note: All other VOCs not included in table III were below laboratory reporting limits (RL).

TABLE IV
ANALYTICAL RESULTS FOR SOIL SAMPLES
(Concentrations in ug/kg)

Sample ID	Sample Date	Sample Location	Sample Depth In Feet	Cis-1,2-Dichloroethene	Trichloroethene	Tetrachloroethene	Vinyl Chloride
SB1-8	12-18-17	SB1	8	<4.3	<4.3	<4.3	<0.6
SB2-8	12-18-17	SB2	8	<4.8	<4.8	<4.8	<0.7
SB3-8	12-18-17	SB3	8	<4.3	<4.3	<4.3	<0.6
SB4-8	12-18-17	SB4	8	<4.4	<4.4	<4.4	<0.4
SB5-8	12-18-17	SB5	8	<4.4	<4.4	<4.4	<0.4
SB6-7	10-3-18	SB6	7	<5.0	<5.0	<5.0	<0.9
SB7-7	10-3-18	SB7	7	<5.0	<5.0	<5.0	<0.9
SB8-7	10-3-18	SB8	7	<4.5	<4.5	<4.5	<0.8
SB9-7	10-3-18	SB9	7	<4.7	<4.7	<4.7	<0.9
SB10-7	10-3-18	SB10	7	<4.7	<4.7	<4.7	<0.9
SB11-7	10-3-18	SB11	7	<4.9	<4.9	<4.9	<0.9
SB12-7	10-3-18	SB12	7	<4.6	38	<4.6	<0.9
San Francisco Bay RWQCB ESLs 2016 Summary of Soil ESLs Direct Exposure Human Health Risk Levels (Table S-1) Residential Shallow Soil Exposure				19000	1200	600	8.2

Note: All other VOCs not included in table III were below laboratory reporting limits (RL).

TABLE V
ANALYTICAL RESULTS FOR GROUNDWATER SAMPLES
(Concentrations in ug/L)

Sample ID	Sample Date	Sample Location	Cis- 1,2-Dichloroethene	Trichloroethene	Tetrachloroethene	Vinyl Chloride	Trans-1,2-Dichloroethene	Chloroform	m,p-Xylenes	o-Xylene	Acetone	Ethylbenzene
W1	12-18-17	SB1	16	22	<0.5	0.3 J ⁶	4.9	3.6	<0.5	<0.5	<10	<0.5
W2	12-18-17	SB2	<0.5	1.1	<0.5	<0.1	<0.5	<0.5	0.6	<0.5	<10	<0.5
W3	12-18-17	SB3	<0.5	<0.5	<0.5	<0.1	<0.5	1.0	0.7	<0.5	10	<0.5
W4	12-18-17	SB4	<0.5	<0.5	<0.5	<0.1	<0.5	0.8	3.0	2.0	13	0.7
W5	12-18-17	SB5	6.1	1.3	<0.5	<0.1	2.3	<0.5	0.7	<0.5	<10	<0.5
W6	10-4-18	SB6	5.3	6.4	<0.5	<0.1	2.2	<0.5	<0.5	<0.5	<10	<0.5
W7	10-3-18	SB7	13	15	<0.5	0.3 J	4.5	<0.5	<0.5	<0.5	<10	<0.5
W8	10-3-18	SB8	12	14	<0.5	0.3 J	4.1	<0.5	<0.5	<0.5	<10	<0.5
W9	10-4-18	SB9	1.7	0.7	<0.5	<0.1	0.5	<0.5	<0.5	<0.5	<10	<0.5
W10	10-4-18	SB10	1.9	<0.5	<0.5	<0.1	<0.5	<0.5	<0.5	<0.5	<10	<0.5
W11	10-4-18	SB11	NW ⁷	NW	NW	NW	NW	NW	NW	NW	NW	NW
W12	10-4-18	SB12	NW	NW	NW	NW	NW	NW	NW	NW	NW	NW
San Francisco Bay RWQCB, Summary of Groundwater ESLs for Groundwater Vapor Intrusion Human Health Risk Levels (Table GW-3) Shallow Groundwater Residential			110	5.6	3.0	0.061	940	2.3	1300	1300	34000000	13

6. J = Estimated Value

7. NW = No water encountered in boring

Note: All other VOCs not included in Table V including Benzene were below laboratory reporting limits (RL).

TABLE VI
ANALYTICAL RESULTS FOR SOIL GAS SAMPLES
(Concentrations in ug/m³)

Sample ID	Sample Date	Sample Location	Sample Depth In Feet	Oxygen In %	Helium In %	Cis-1,2-Dichloroethene	Trichloroethene	Tetrachloroethene	Vinyl Chloride	Acetone	Carbon Disulfide	Isopropanol	Hexane	Cyclohexane	Benzene
SG1	12.18.17	SG1	5	NA	NA	<16	76	<28	<11	140	22	1100	480	320	100
SG2	12.18.17	SG2	5	NA	NA	<3.9	<5.3	<6.7	<2.5	35	17	23	270	150	160
SG3	12.18.17	SG3	5	NA	NA	<3.8	<5.2	<6.6	<2.5	110	65	70	150	130	110
SG4	12.18.17	SG4	5	NA	NA	170	460	<6.4	<2.4	70	25	<9.3	250	130	97
SG5	12.18.17	SG5	5	NA	NA	<17	<23	<29	<11	68	41	190	1100	470	190
SS1	12.18.17	SS1	1	NA	NA	<3.9	<5.3	22	<2.5	57	<3.1	<9.6	4.3	<3.4	24
SS2	12.18.17	SS2	1	NA	NA	<3.9	<5.2	12	<2.5	28	<3.0	<9.6	22	<3.4	22
SG6	10.04.18	SG6	5	17	<0.11	20	96	<7.7	<2.9	42	71	NA	65	42	19
SG7	10.04.18	SG7	5	19	0.49	8.1	160	<8.3	<3.1	86	250	NA	170	58	16
SG8	10.04.18	SG8	5	14	<0.12	<4.7	<6.3	<8.0	<3.0	92	66	NA	13	11	11
SG9	10.04.18	SG9	5	20	<0.17	<6.8	<9.3	<12	<4.4	65	120	NA	21	<6.0	7.9
SG10	10.04.18	SG10	5	18	<0.12	<4.6	<6.3	12	<3.0	75	51	NA	4.4	4.8	7.0
SG11	10.04.18	SG11	5	20	<0.12	<4.6	<6.2	<7.8	<3.0	59	22	NA	110	54	29
SG12	10.04.18	SG12	5	18	<0.25	210	7000	<42	<16	<150	580	NA	500	250	55
San Francisco Bay RWQCB ESLs 2016 Subslab/Soil Gas Residential Table SG-1 Vapor Intrusion (Human Health Risk Levels)						4200	240	240	4.7	16000000	NA	NA	NA	NA	48

TABLE VI
(Continued)
ANALYTICAL RESULTS FOR SOIL GAS SAMPLES
(Concentrations in ug/m³)

Sample ID	Sample Date	Sample Location	Sample Depth In Feet	Heptane	4-Methyl-2-pentanone	Toluene	Ethylbenzene	m,p-xylenes	o-xylenes	1,2,4-Trimethylbenzene	1,3,5-Trimethylbenzene	Trans-1,2-Dichloroethene	tetrahydrofuran	Naphthalene	2-Butanone
SG1	12.18.17	SG1	5	350	66	220	26	100	45	51	<20	<16	<12	<87	<12
SG2	12.18.17	SG2	5	310	18	390	41	110	46	17	9.2	<3.9	<2.9	<21	4.8
SG3	12.18.17	SG3	5	200	12	230	29	99	58	6.2	<4.8	<3.8	<2.9	<20	33
SG4	12.18.17	SG4	5	270	15	140	520	1900	1000	11	6.6	92	<2.8	<20	20
SG5	12.18.17	SG5	5	710	98	330	540	2200	930	66	23	<17	<13	<89	<13
SS1	12.18.17	SS1	1	12	11	180	75	230	75	91	41	<3.9	3.3	23	5.7
SS2	12.18.17	SS2	1	20	7.9	200	89	280	87	100	39	<3.9	<2.9	<20	3.3
SG6	10.04.18	SG6	5	50	<4.6	20	6.0	26	14	9.2	<5.6	20	<3.3	NA	15
SG7	10.04.18	SG7	5	100	<5.0	60	140	620	200	19	8.9	<4.8	<3.6	NA	16
SG8	10.04.18	SG8	5	14	<4.8	23	16	56	19	8.8	<5.8	<4.7	<3.5	NA	<14
SG9	10.04.18	SG9	5	15	9.7	22	16	52	23	12	<8.5	<6.8	<5.1	NA	<20
SG10	10.04.18	SG10	5	8.5	11	17	22	110	37	<5.7	<5.7	<4.6	<3.4	NA	15
SG11	10.04.18	SG11	5	130	<4.7	30	<5.0	15	7.4	12	7.5	<4.6	<3.4	NA	16
SG12	10.04.18	SG12	5	150	31	110	<27	66	28	67	<31	<25	<18	NA	<74
San Francisco Bay RWQCB ESLs 2016 Subslab/Soil Gas Residential Table SG-1 Vapor Intrusion (Human Health Risk Levels)				NA	NA	160000	560	52000	52000	NA	NA	31000	NA	41	NA

TABLE VI
(Continued)
ANALYTICAL RESULTS FOR SOIL GAS SAMPLES
(Concentrations in ug/m³)

Sample ID	Sample Date	Sample Location	Sample Depth	4-Ethyltoluene	1,3-Dichlorobenzene	2,2,4-Trimethylpentane	Ethanol	Freon 113
SG1	12.18.17	SG1	5	<20	<25	NA	NA	<32
SG2	12.18.17	SG2	5	<4.9	<6.0	NA	NA	<7.6
SG3	12.18.17	SG3	5	<4.8	<5.8	NA	NA	<7.4
SG4	12.18.17	SG4	5	<4.7	<5.7	NA	NA	<7.4
SG5	12.18.17	SG5	5	<21	<26	NA	NA	<33
SS1	12.18.17	SS1	1	27	<5.9	NA	NA	<7.5
SS2	12.18.17	SS2	1	30	<5.9	NA	NA	<7.5
SG6	10.04.18	SG6	5	<5.6	44	<5.3	<8.5	<8.7
SG7	10.04.18	SG7	5	7.4	52	14	<9.2	<9.4
SG8	10.04.18	SG8	5	<5.8	49	<5.5	<8.9	<9.0
SG9	10.04.18	SG9	5	<8.5	38	8.1	<13	<13
SG10	10.04.18	SG10	5	<5.7	<7.0	<5.4	32	12
SG11	10.04.18	SG11	5	<5.7	8.0	<5.4	<8.7	8.8
SG12	10.04.18	SG12	5	<31	60	<29	<47	<48
San Francisco Bay RWQCB ESLs 2016 Subslab/Soil Gas Residential Table SG- 1 Vapor Intrusion (Human Health Risk Levels)				NA	NA	NA	NA	NA

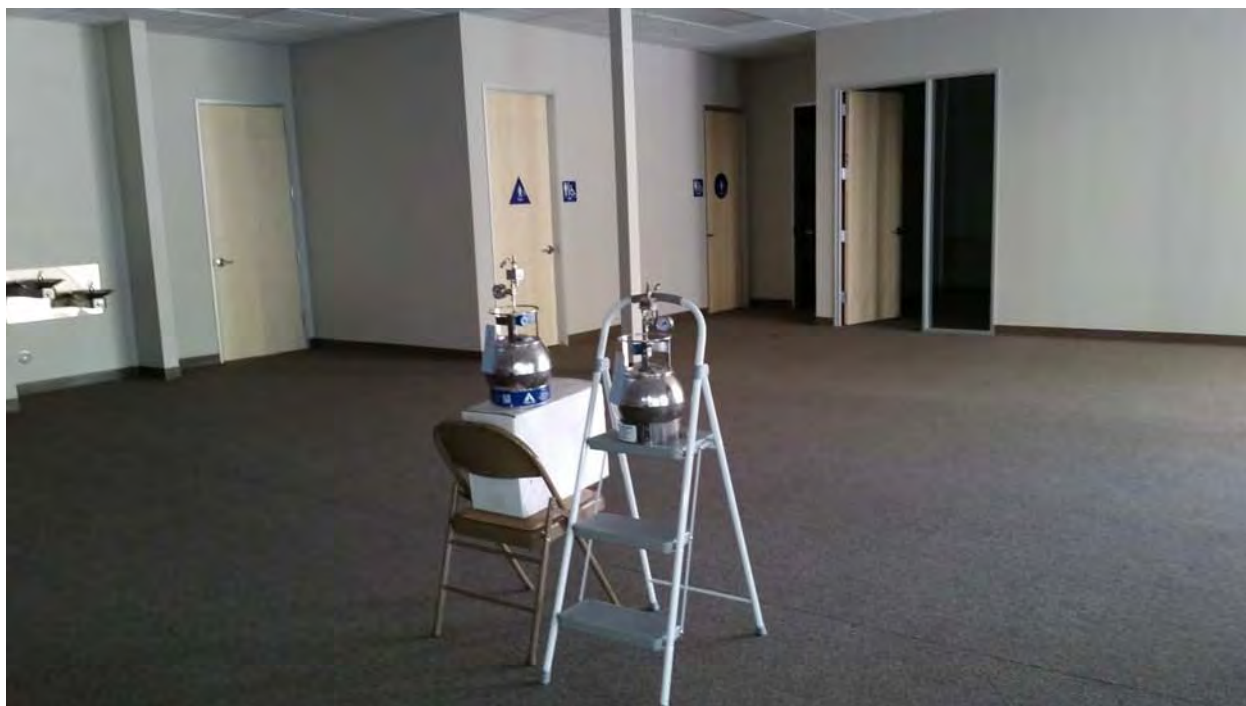
7. NA = Not Available

Note: Concentrations of all other VOCs not included in table I were below laboratory reporting limits (RL)

Appendix C
PHOTOGRAPHS



Indoor Air Sample Canister, Warehouse



Indoor Air Sample Canister, Office



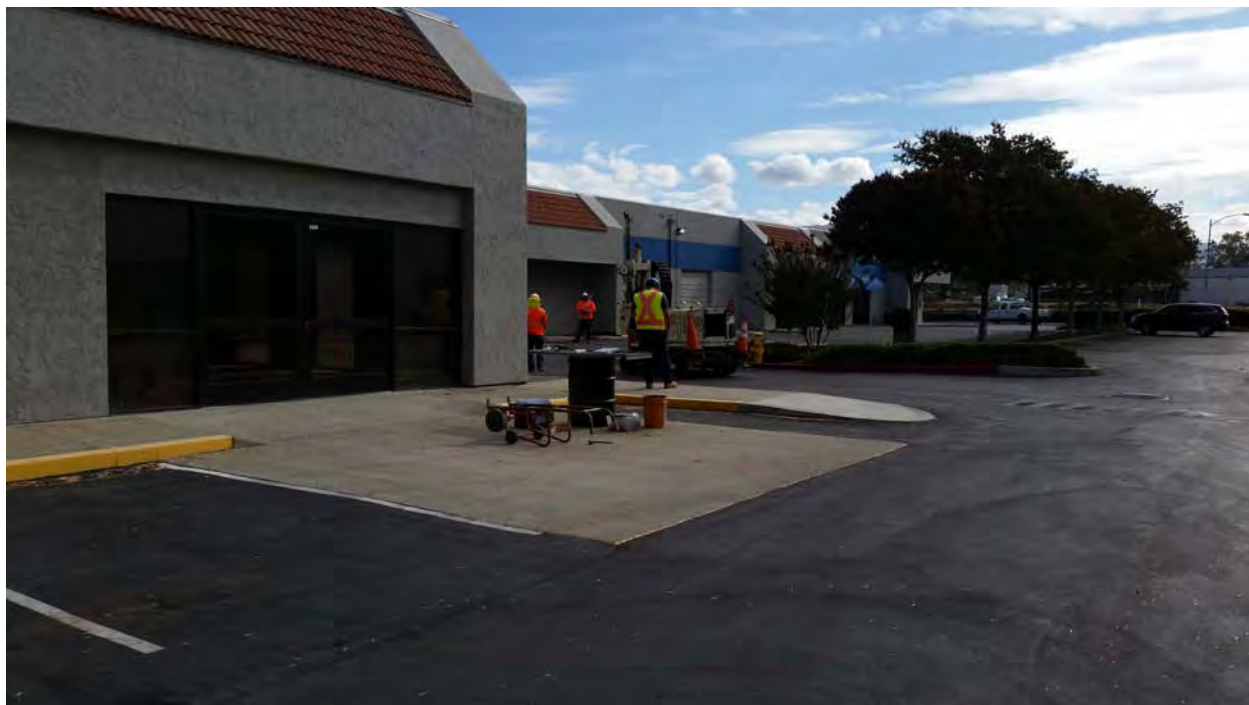
Storm Water Receptacle, SW1



Storm Water Receptacle, SW2



Storm Water Receptacle, SW3



Geoprobe Drilling Equipment



Soil Boring and Soil Gas Probe Locations



Soil Gas Probe



Soil Gas Sample Collection

Appendix D
SITE BACKGROUND INFORMATION

1987 - Monitoring Well Installation With soil and Groundwater Testing

A report prepared by United Soil Engineering, Inc. (USEI) dated July 1987, documented installation of groundwater monitoring wells P-1 and P-2 at the Site. P-1 was installed next to a storm drain; P-2 was constructed near chemical storage area. The wells were approximately 25 feet deep. Figure 2 shows the well locations.

320 parts per billion (ppb) trichloroethene (TCE), and 9 ppb cis-1,2-dichloroethene (1,2-DCE) were detected in a soil sample collected at boring/monitoring well P-1. The sample was collected at 5 feet bgs, according to USEI boring log. 240 ppb TCE and 8 ppb 1,2-DCE were also detected in a groundwater sample collected at P-1. No TCE or 1,2-DCE was detected in soil and groundwater samples collected from P-2. Analytical results for the remaining volatile organic compounds (VOCs) analyzed for in the samples collected from P-1 and P-2 were below laboratory detection limits.

1990 - Groundwater Sampling And Testing

A groundwater sampling and testing report prepared by USEI dated February 1990, documented collecting groundwater samples from monitoring well P-1 and P-2 for chemical analysis. 220 ppb TCE and 13 ppb 1,2-DCE were detected in the groundwater sample collected from P-1. No VOCs were detected in the groundwater sample collected from P-2.

1991 - Environmental Soil and Groundwater Investigation

A report prepared by USEI dated August 1991, documented advancing soil boring B-1 and B-2 at the Site and collecting soil and groundwater sample for chemical analysis. USEI also collected groundwater samples from monitoring well P-1 and P-2 for chemical analysis as part of this investigation. Figure 2 shows the boring locations.

Analytical results showed 120 ppb TCE and 5 ppb 1,2-DCE in a groundwater sample collected from monitoring well P-1. 2 ppb 1,1-Dichloroethane, 67 ppb 1,1,1-Trichloroethane, and 22 ppb Phthalate were detected in a groundwater sample collected from monitoring well P-2. 50 ppb TCE and 18 ppb 1,2-DCE were detected in the groundwater sample collected from boring B-1. 170 ppb perchloroethylene also referred to as tetrachloroethene (PCE) was also detected in a composite soil sample (4 samples) collected from soil boring B-1 at 3-11 feet bgs. No VOCs were detected in the soil and groundwater samples collected at B-2. This boring was advanced inside the building at the Site.

1996 - Soil and Groundwater Sampling

A report prepared by McLaren Hart (MH) dated May 6, 1996, documented construction of two groundwater monitoring wells (P-3 and P-4) and advancing 5 soil borings (M-1 through M-5) at the Site. The well and soil boring locations are shown in Figure 2. MH collected one soil and nine groundwater samples from the wells and the borings for chemical analysis. MH also measured groundwater flow direction beneath the Site.

31 ppb TCE was detected in a soil sample collected from soil boring M-1 at 9.5 feet bgs. 68 ppb TCE and 7.6 ppb 1,2-DCE were detected in a groundwater sample collected from P-1. 84 ppb TCE and 26 ppb DCE were also detected in a water sample collected from monitoring well P-3. No VOCs were detected in the groundwater samples collected from monitoring well P-2 and P-4.

2016 - Soil and Concrete Sampling Summary Letter

As part of the facility closure requirements for the Site, TTM retained Trinity Source Group, Inc. (Trinity) to collect soil and concrete samples for laboratory analysis. On June 14 and 15, 2016, Trinity collected concrete and soil samples from 12 locations inside the building for chemical analysis. The borings were advanced to approximately 5.5 feet below ground surface (bgs). Soil samples were screened for VOCs at 2 feet intervals. Two soil samples were collected from each boring at 2 feet and 5 feet below the bottom of concrete slab for chemical analysis. The soil and concrete samples were analyzed in accordance with the closure plan for selected combination of pH, CAM-17 Metals with exception of mercury, Cyanide, and Hexane Extractable Material (HEM) Oil and Grease.

According to the above summary letter, "Trinity did not observe evidence of soil impacts in any soil borings during drilling. The pH levels detected in soil borings were within typical soil pH ranges. Cyanide was not detected in any soil borings. The concentration of HEM Oil and Grease detected in the soil sample collected from Boring CB-9 at 2.0 feet below the bottom of concrete is well below SFBRWQCB Commercial ESLs. All CAM-17 Metals concentrations detected in soil samples were within the Water Board commercial ESLs with the exception of arsenic. However, arsenic concentrations detected in all soil samples are within regional soils background concentrations provided in the Analysis of Background Distributions of Metals in the Soil at Lawrence Berkeley National Laboratory (Lawrence Berkeley National Laboratory, June 2002, Revised June 2009), which provides an upper estimate for regional background levels of arsenic of 18 mg/Kg. Trinity concludes that arsenic concentrations are well within regional background levels and do not indicate impacts related to previous site use. Based on laboratory results, Trinity concluded that there is no evidence of impacts to soils beneath the facility slab for a commercial property, with exception of HEM Oil and Grease detected in the soil sample collected from Boring CB-9 at 2.0 feet below the bottom of concrete. However, the concentration of HEM Oil and Grease detected is well

below SFBRWQCB Commercial ESLs and does not extend to the deeper soil sample collected from Boring CB-9 at 5.0 feet below the bottom of concrete". Trinity recommended that no further action be taken regarding soils at the commercial site.

2016 - Additional Soil Sampling Summary Letter

On July 18 and 19, 2016, Trinity advanced 8 soil boring locations for soil sampling, and collected concrete samples at 8 locations as well as 6 concrete samples from concrete berm inside the building at the Site for chemical analysis. The soil borings were advanced to approximately 5.5 feet bgs. The sampling procedures were similar to June 2016 sampling event. The samples were analyzed for pH, CAM 17 metals, Arsenic, and Cyanide.

According to the summary letter "based on laboratory results from the June 14 and 15, 2016 and July 18, 2016 soil sampling events, Trinity concluded that there is no evidence of impacts to soils beneath the facility slab for a commercial property".

2016 - Concrete Sampling, Removal and Disposal Letter

On August 8, 2016, Trinity collected 7 additional concrete samples from the facility's concrete slab, and 2 concrete samples from concrete berm for chemical analysis.

In its letter, Trinity concluded the facility's former concrete slab has been appropriately assessed, removed, and disposed of in accordance with the closure plan. Trinity recommended no further action related to the facility's former concrete slab.

2018 - Additional Subsurface Investigation & Site Conceptual Model

On January 8, 2018, Envirocom presented results of additional subsurface investigation & site conceptual model (SCM) at the Site. Envirocom utilized the historical environmental data and the most recent soil, groundwater, and soil gas sampling and analytical results to prepare the SCM for the Site. Based on the evaluation of available information, Envirocom concluded that Site's conditions did not pose significant risk to human health and the environment considering its commercial/industrial land use.

In a letter dated April 2, 2018, the Water Board indicated that the Site land use zoning has been changed to residential, and requested a work plan addressing full delineation of impacted media at the Site.

Appendix E
FIELD MEASUREMENT NOTES, BORING LOGS, AND NOAA FORCAST



ENVIROCOM

GROUNDWATER MONITORING DATA

Project No: 18-022.03

Date: 07/18/18

Project Name 1831 Tarob Court

Well N°: P-1

Field Personnel: Mazyar Hajjajani

Weather: Dry/Clear

Project Location: 1831 Tarob Court, Milpitas CA

PURGE WATER VOLUME CALCULATION	Total Well Depth (ft)	Depth to Water (ft)	Water Column (ft)	Multiplier Casing Diameter			Casing Volume (gal)	Purged Volume (gal)
	25	9.15	15.85	2"	4"	6"	2.536 x 8	~20
				0.16	0.64	1.44		

Purge Method: Bailer Measuring Reference: TOC

Time	11:45	12:00	12:15	12:40	13:00	
Volume Purged (gal)	0	5	10	15	20	
Temperature (°C)	22.7	22.6	22.4	→	→	
pH	7.21	7.19	7.18	7.19	→	
Specific Conductivity (mS)	1.44	1.43	1.45	→	→	
Turbidity/Color	Brown Cloudy	Brown Cloudy	Light Brown	→	→	
Odor	no	→	→	→	→	

Comments:

well appeared abandoned and covered with asphalt. The well head is missing and well cap is buried underneath dirt & gravel. The well cap appears brittle/broken. replaced with new cap.

800 Charcot Avenue, Suite 114 • San Jose • California • 95131

Phone (408) 894-9062 • Fax (408) 894-9063

water appeared cloudy/Brown. no odors detected
no sheen or foam observed.



GROUNDWATER MONITORING DATA

Project No: 18-022.03

Date: 07/18/18

Project Name: 1831 Tarob Court

Well N°: P-4

Field Personnel: Maziar Hajjagheei

Weather: Clear/Dry

Project Location: 1831 Tarob Court Milpitas

PURGE WATER VOLUME CALCULATION	Total Well Depth (ft)	Depth to Water (ft)	Water Column (ft)	Multiplier Casing Diameter			Casing Volume (gal)	Purged Volume (gal)
				2"	4"	6"		
				0.16	0.64	1.44		
		5.6						≈ 20

Purge Method: Bailer Measuring Reference: TOC

Time	9:00	9:30	10:00	10:45	11:15	
Volume Purged (gal)	0	5	10	15	20	
Temperature (°C)	22.3	22.1	21.9	→	→	
pH	7.26	→	7.27	7.28	→	
Specific Conductivity (mS)	1.46	1.47	1.45	→	→	
Turbidity/Color	Brown Cloudy	→	Light Brown	→	→	
Odor	NO	→	→	→	→	

Comments:

located monitoring well P-4. well head broken
well cap broken and corroded. Replaced with
new well cap. Need to fix well head. The water
appeared Cloudy & Brown. NO odor was detected,
and no signs of foam were observed.



Your **National Weather Service** forecast



Milpitas CA

Enter Your "City, ST" or zip code

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Point Forecast: Milpitas CA

Last Update: 1:54 am PDT Aug 1, 2018

37.45°N 121.87°W (Elev. 600 ft)

Forecast Valid: 7am PDT Aug 1, 2018-6pm PDT Aug 7, 2018

Forecast at a Glance

Today	Tonight	Thursday	Thursday Night	Friday	Friday Night	Saturday	Saturday Night	Sunday
								
Sunny	Mostly Clear	Sunny	Mostly Clear	Sunny	Partly Cloudy	Sunny	Partly Cloudy	Sunny
Hi 85 °F	Lo 56 °F	Hi 84 °F	Lo 55 °F	Hi 85 °F	Lo 56 °F	Hi 86 °F	Lo 55 °F	Hi 83 °F

Detailed 7-day Forecast

Today: Sunny, with a high near 85. Calm wind becoming west northwest between 8 and 11 mph.

Tonight: Mostly clear, with a low around 56. West northwest wind between 6 and 9 mph becoming calm.

Thursday: Sunny, with a high near 84. Northwest wind between 6 and 11 mph.

Thursday Night: Mostly clear, with a low around 55. North northwest wind between 5 and 11 mph.

Friday: Sunny, with a high near 85. West northwest wind between 7 and 13 mph.

Friday Night: Partly cloudy, with a low around 56.

Saturday: Sunny, with a high near 86.

Saturday Night: Partly cloudy, with a low around 55.

Sunday: Sunny, with a high near 83.

Sunday Night: Partly cloudy, with a low around 56.

Monday: Sunny, with a high near 84.

Monday Night: Mostly clear, with a low around 57.

Tuesday: Sunny, with a high near 85.

Current Conditions

[\[Move Up\]](#)

San Jose, San Jose International Airport (KSJC)

Lat: 37.35917 Lon: -121.92417 Elev: 59

Last Update on 20 Apr 7:20 PDT

Partly Cloudy Humidity: 88 %
55°F (13°C) Wind Speed: calm
Barometer: 30.29 in (N/A mb)
Dewpoint: 52°F (11°C)
Visibility: 9.00 Miles
More Local Wx: 3 Day History:

Radar and Satellite Images



[Link to Satellite Data](#)

National Digital Forecast Data

Additional Forecasts & Information

Zone Area Forecast for San Francisco Bay Shoreline, CA

[Forecast Discussion](#)

[Printable Forecast](#)

[Text Only Forecast](#)

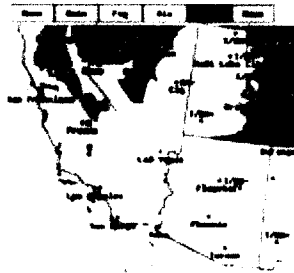
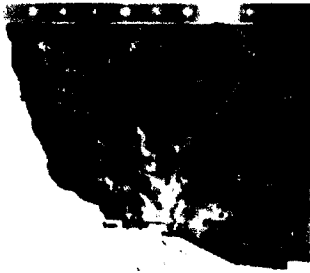
[Hourly Weather Graph](#)

[Tabular Forecast](#)

[Quick Forecast](#)

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[Hourly River Stages](#)

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EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		4" asphalt	
1411				GP	Gray to brown sandy gravel, dray, no odor	
					Dark gray clayey silt, damp, wood pieces	
			5	ML	Brown clayey silt, moist	
66		SB6-7		SM	Brown silty sand, wet	
				ML	Brown and gray clayey silt, moist	
52				CH	Brown silty clay, moist, no odor	
			15		Bottom of 16' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
			20			

Remarks:



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Page 1 of 1

Drilling Date : 10-3-18

Drilling Co. : Cascade Drilling

Boring N°: SB6

Project N°: 18-022.04

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		6" Asphalt, 6" sandy gravel	
40					Brown sandy silt, dry, no odor	
			5			
				ML		
52		SB7-7			Brown silty clay, damp, no odor	
			10	CH		
34					Bottom of the boring was at 12' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
			15			
			20			

Remarks:



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Boring N°: SB7

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		3" asphalt, 12" gray sandy gravel	
5				ML	Brown silty sandy clay, damp, no odor	
			5		Brown sandy silt, damp, no odor	
35		SB8-7		SM	Brown sand, wet	
			10	CH	Brown silty clay, high plasticity, moist to wet, no odor	
9					Bottom of 12' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
			15			
			20			

Remarks:



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Boring N°: SB8

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		3" asphalt, 6" gray sandy gravel	
20					Dark gray clayey silt, damp to moist, no odor	
				ML		
			5		Brown clayey silt with sand, moist	
					Brown clayey silt, damp, nor odor	
33		SB9-7				
			10		Brown silty clay, high plasticity, moist to wet, no odor	
19				CH		
					Bottom of temporary boring was at 12' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
			15			
			20			

Remarks:



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Page 1 of 1

Boring N°: SB9

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		6" asphalt, 6" gray sandy gravel	
0					Dark gray silty sand, damp to moist, no odor	
			5		Brown silty sand, dry, no odor	
32		SB10-7			Brown clayey silt, damp, no odor	
			10		Brown silty clay, high plasticity, moist, no odor	
18						
			15			
			20			
					Bottom of the boring was at 16' below ground surface. The boring was sealed with Portland cement, and restored with concrete	

Remarks:



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Page 1 of 1

Boring N°: SB10

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		6" asphalt, 6" gray sandy gravel	
21				ML	Brown sandy silt, damp, no odor	
0		SB11-7		SM	Dark gray silty sand, damp, no odor	
3			10	CH	Brown silty clay, moist, no odor	
			15		Bottom of the boring was at 12' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
			20		No groundwater was encountered in the boring	

Remarks:



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Page 1 of 1

Boring N°: SB11

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

EXPLORATORY BORING LOG

1831 Tarob Court, Milpitas, CA

PID Reading ppb	Blows per 6"	Sample N°	Depth/ft	Graphic Log	Soil Description	Monitoring Well Construction
			0		6" Asphalt, 6" sandy gravel	
51					Dark gray clayey silt, low plasticity, damp, no odor	
		SB12-7		ML	Brown clayey silt, damp to moist, no odor	
70					Dark brown silty clay, high plasticity, moist, no odor	
				CH		
33					Bottom of the boring was at 12' below ground surface. The boring was sealed with Portland cement, and restored with concrete	
					No groundwater was encountered in the boring	
			15			
			20			

Remarks:



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Page 1 of 1

Boring N°: SB12

Drilling Date : 10-3-18

Project N°: 18-022.04

Drilling Co. : Cascade Drilling

Field Personnel: M.H.

Appendix F
CERTIFIED ANALYTICAL RESULTS,
AND CHAIN-OF-CUSTODY DOCUMENTATION
INDOOR AIR, SOIL, SOIL GAS, AND WATER



ENTHALPY

ANALYTICAL



Enthalpy Analytical

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 301661 ANALYTICAL REPORT

Envirocom
800 Charcot Avenue
San Jose, CA 95131

Project : 18-022.03
Location : 1831 Tarob Court
Level : II

Sample ID

P-1
P-4

Lab ID

301661-001
301661-002

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____

Will Rice
Project Manager
will.rice@enthalpy.com
(510) 204-2221 Ext 13102

Date: 07/27/2018

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: **301661**
Client: **Envirocom**
Project: **18-022.03**
Location: **1831 Tarob Court**
Request Date: **07/20/18**
Samples Received: **07/20/18**

This data package contains sample and QC results for two water samples, requested for the above referenced project on 07/20/18. The samples were received cold and intact. This report was revised and reissued on 11/1/18 to report Vinyl chloride to the MDL.

Volatile Organics by GC/MS (EPA 8260B):

No analytical problems were encountered.



ENVIROCOM

301661

CHAIN OF CUSTODY

Project Name: 1831 Tarob Court Project No: 18-022-03 Date: 07/18/19
Project Location: 1831 Tarob Court, Milpitas Client: GeoMax Sampler: Mazyar Hajjaghai

Sample ID	Date Sampled	Sampling Time	Matrix	N° of Containers	Analysis Requested						Turnaround Time
					Total VOCs						
					8260B						
P-1	07/18/18	13:15	water	3	X						24-hour Other _____ Normal
											24-hour Other _____ Normal
P-4	07/18/18	11:30	water	3	X						24-hour Other _____ Normal
											24-hour Other _____ Normal
											24-hour Other _____ Normal
											24-hour Other _____ Normal
											24-hour Other _____ Normal
											24-hour Other _____ Normal

NOTES:

Relinquished by: <u>[Signature]</u>	Date: <u>07/20/18</u> Time: <u>1:30</u>	Received by: <u>[Signature]</u>	Date: <u>7-20</u> Time: <u>1:30</u>
-------------------------------------	---	---------------------------------	-------------------------------------

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7-20-18 16:35

SAMPLE RECEIPT CHECKLIST

Section 1: Login # 381661 Client: EnviroLum
 Date Received: 7-20-18 Project: 1831 Tarab Court



Section 2: Samples received in a cooler? ☒ Yes, how many? 1 ☐ No (skip Section 3 below)

If no cooler Sample Temp (°C): _____ using IR Gun # ☐ A, or ☐ B

☐ Samples received on ice directly from the field. Cooling process had begun

If in cooler: Date Opened 7-20-18 By (print) KEP (sign) KEP

Shipping info (if applicable) _____

Are custody seals present? ☒ No, or ☐ Yes. If yes, where? ☐ on cooler, ☐ on samples, ☐ on package

☐ Date: _____ How many _____ ☐ Signature, ☐ Initials, ☐ None

Were custody seals intact upon arrival? ☐ Yes ☐ No ☐ N/A

Section 3: **Important : Notify PM if temperature exceeds 6°C or arrive frozen.**

Packing in cooler: (if other, describe) _____

☒ Bubble Wrap, ☐ Foam blocks, ☒ Bags, ☐ None, ☐ Cloth material, ☐ Cardboard, ☐ Styrofoam, ☐ Paper towels

☐ Samples received on ice directly from the field. Cooling process had begun

Type of ice used: ☒ Wet, ☒ Blue/Gel, ☐ None

Temperature blank(s) included? ☐ Yes, ☐ No

Temperature measured using ☐ Thermometer ID: _____, or IR Gun # ☒ A ☐ B

Cooler Temp (°C): #1: 5.9, #2: _____, #3: _____, #4: _____, #5: _____, #6: _____, #7: _____

Section 4:	YES	NO	N/A
Were custody papers dry, filled out properly, and the project identifiable	☒		
Were Method 5035 sampling containers present?		☒	
If YES, what time were they transferred to freezer? _____			
Did all bottles arrive unbroken/unopened?	☒		
Are there any missing / extra samples?		☒	
Are samples in the appropriate containers for indicated tests?	☒		
Are sample labels present, in good condition and complete?	☒		
Does the container count match the COC?	☒		
Do the sample labels agree with custody papers?	☒		
Was sufficient amount of sample sent for tests requested?	☒		
Did you change the hold time in LIMS for unpreserved VOAs?			☒
Did you change the hold time in LIMS for preserved terracores?			☒
Are bubbles > 6mm absent in VOA samples?	☒		
Was the client contacted concerning this sample delivery?		☒	
If YES, who was called? _____ By _____ Date: _____			

Section 5:	YES	NO	N/A
Are the samples appropriately preserved? (if N/A, skip the rest of section 5)			☒
Did you check preservatives for all bottles for each sample?			
Did you document your preservative check?			

pH strip lot# _____, pH strip lot# _____, pH strip lot# _____

Preservative added:

☐ H2SO4 lot# _____ added to samples _____ on/at _____

☐ HCL lot# _____ added to samples _____ on/at _____

☐ HNO3 lot# _____ added to samples _____ on/at _____

☐ NaOH lot# _____ added to samples _____ on/at _____

Section 6:

Explanations/Comments: _____

Date Logged in 7-20-18

By (print) TKY (sign) TKY

Date Labeled 7-20-18

By (print) TKY (sign) TKY

Detections Summary for 301661

Results for any subcontracted analyses are not included in this summary.

Client : Envirocom
Project : 18-022.03
Location : 1831 Tarob Court

Client Sample ID : P-1 Laboratory Sample ID : 301661-001

Analyte	Result	Flags	RL	Units	Basis	IDF	Method	Prep Method
Trichloroethene	8.8		0.5	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Client Sample ID : P-4 Laboratory Sample ID : 301661-002

No Detections

Purgeable Organics by GC/MS

Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Field ID:	P-1	Batch#:	261645
Lab ID:	301661-001	Sampled:	07/18/18
Matrix:	Water	Received:	07/20/18
Units:	ug/L	Analyzed:	07/23/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	8.8	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Field ID:	P-1	Batch#:	261645
Lab ID:	301661-001	Sampled:	07/18/18
Matrix:	Water	Received:	07/20/18
Units:	ug/L	Analyzed:	07/23/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	107	80-120
1,2-Dichloroethane-d4	125	80-135
Toluene-d8	102	80-120
Bromofluorobenzene	108	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2

Purgeable Organics by GC/MS

Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Field ID:	P-4	Batch#:	261645
Lab ID:	301661-002	Sampled:	07/18/18
Matrix:	Water	Received:	07/20/18
Units:	ug/L	Analyzed:	07/23/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Field ID:	P-4	Batch#:	261645
Lab ID:	301661-002	Sampled:	07/18/18
Matrix:	Water	Received:	07/20/18
Units:	ug/L	Analyzed:	07/23/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	105	80-120
1,2-Dichloroethane-d4	122	80-135
Toluene-d8	100	80-120
Bromofluorobenzene	107	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Matrix:	Water	Batch#:	261645
Units:	ug/L	Analyzed:	07/23/18
Diln Fac:	1.000		

Type: BS Lab ID: QC940392

Analyte	Spiked	Result	%REC	Limits
1,1-Dichloroethene	10.00	10.82	108	70-132
Benzene	10.00	10.52	105	77-124
Trichloroethene	10.00	10.42	104	75-121
Toluene	10.00	10.19	102	78-121
Chlorobenzene	10.00	9.835	98	80-120

Surrogate	%REC	Limits
Dibromofluoromethane	106	80-120
1,2-Dichloroethane-d4	119	80-135
Toluene-d8	100	80-120
Bromofluorobenzene	99	80-120

Type: BSD Lab ID: QC940393

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
1,1-Dichloroethene	10.00	10.16	102	70-132	6	22
Benzene	10.00	9.909	99	77-124	6	20
Trichloroethene	10.00	9.982	100	75-121	4	20
Toluene	10.00	9.743	97	78-121	4	20
Chlorobenzene	10.00	9.622	96	80-120	2	20

Surrogate	%REC	Limits
Dibromofluoromethane	104	80-120
1,2-Dichloroethane-d4	118	80-135
Toluene-d8	101	80-120
Bromofluorobenzene	103	80-120

RPD= Relative Percent Difference

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC940394	Batch#:	261645
Matrix:	Water	Analyzed:	07/23/18
Units:	ug/L		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	301661	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.03	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC940394	Batch#:	261645
Matrix:	Water	Analyzed:	07/23/18
Units:	ug/L		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	110	80-120
1,2-Dichloroethane-d4	122	80-135
Toluene-d8	102	80-120
Bromofluorobenzene	108	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2



ENTHALPY

ANALYTICAL



Enthalpy Analytical

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 302021 ANALYTICAL REPORT

Envirocom
800 Charcot Avenue
San Jose, CA 95131

Project : 18-022.01
Location : 1831 Tarob Court
Level : II

<u>Sample ID</u>	<u>Lab ID</u>
AIR 1	302021-001
AIR 2	302021-002
AIR 3	302021-003
AIR 4	302021-004
AIR 5	302021-005

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____

Date: 08/16/2018

Will Rice
Project Manager
will.rice@enthalpy.com
(510) 204-2221 Ext 13102

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: 302021
Client: Envirocom
Project: 18-022.01
Location: 1831 Tarob Court
Request Date: 08/02/18
Samples Received: 08/02/18

This data package contains sample and QC results for five air samples, requested for the above referenced project on 08/02/18. The samples were received cold and intact.

Volatile Organics in Air by MS (EPA T0-15 SIM):

ALS (Performance Analytical) in Simi Valley, CA performed the analysis (not NELAP certified). Please see the ALS (Performance Analytical) case narrative.

2655 Park Center Drive, Suite A
Simi Valley, California 93065
Phone (805) 526-7161
Fax (805) 526-7270

Requested Turnaround Time in Business Days (Surcharges) please circle
 1 Day (100%) 2 Day (75%) 3 Day (50%) 4 Day (35%) 5 Day (25%) 10-Day-Standard

ALS Project No	
----------------	--

30202

[illegible]

COOLER RECEIPT CHECKLIST



Curtis & Tompkins, Ltd.

Login # 302021 Date Received 08/02/18 Number of coolers 0
Client ENVIROCOM Project 18-022.01

Date Opened 08/02/18 By (print) BNL (sign) [Signature]
Date Logged in ↓ By (print) ↓ (sign) ↓
Date Labeled ↓ By (print) ↓ (sign) ↓

1. Did cooler come with a shipping slip (airbill, etc) YES NO
Shipping info _____

2A. Were custody seals present? ☐ YES (circle) on cooler on samples ☒ NO
How many _____ Name _____ Date _____

2B. Were custody seals intact upon arrival? YES NO N/A

3. Were custody papers dry and intact when received? YES NO

4. Were custody papers filled out properly (ink, signed, etc)? YES NO

5. Is the project identifiable from custody papers? (If so fill out top of form) YES NO

6. Indicate the packing in cooler: (if other, describe) _____

☐ Bubble Wrap ☐ Foam blocks ☐ Bags ☐ None
☐ Cloth material ☒ Cardboard ☐ Styrofoam ☐ Paper towels

7. Temperature documentation: * Notify PM if temperature exceeds 6°C

Type of ice used: ☐ Wet ☐ Blue/Gel ☒ None Temp(°C) _____

☐ Temperature blank(s) included? ☐ Thermometer# _____ ☐ IR Gun# _____

☐ Samples received on ice directly from the field. Cooling process had begun

8. Were Method 5035 sampling containers present? YES NO

If YES, what time were they transferred to freezer? _____

9. Did all bottles arrive unbroken/unopened? YES NO

10. Are there any missing / extra samples? YES NO

11. Are samples in the appropriate containers for indicated tests? YES NO

12. Are sample labels present, in good condition and complete? YES NO

13. Do the sample labels agree with custody papers? YES NO

14. Was sufficient amount of sample sent for tests requested? YES NO

15. Are the samples appropriately preserved? YES NO N/A

16. Did you check preservatives for all bottles for each sample? YES NO N/A

17. Did you document your preservative check? (pH strip lot# _____) YES NO N/A

18. Did you change the hold time in LIMS for unpreserved VOAs? YES NO N/A

19. Did you change the hold time in LIMS for preserved terracores? YES NO N/A

20. Are bubbles > 6mm absent in VOA samples? YES NO N/A

21. Was the client contacted concerning this sample delivery? YES NO

If YES, Who was called? _____ By _____ Date: _____

COMMENTS

Detections Summary for 302021

Results for any subcontracted analyses are not included in this summary.

Client : Envirocom
Project : 18-022.01
Location : 1831 Tarob Court

Client Sample ID : AIR 1	Laboratory Sample ID :	302021-001
No Detections		
Client Sample ID : AIR 2	Laboratory Sample ID :	302021-002
No Detections		
Client Sample ID : AIR 3	Laboratory Sample ID :	302021-003
No Detections		
Client Sample ID : AIR 4	Laboratory Sample ID :	302021-004
No Detections		
Client Sample ID : AIR 5	Laboratory Sample ID :	302021-005
No Detections		

Laboratory Job Number 302021

Subcontracted Products

ALS (Performance Analytical)



2655 Park Center Dr., Suite A
Simi Valley, CA 93065
T: +1 805 526 7161
F: +1 805 526 7270
www.alsglobal.com

LABORATORY REPORT

August 16, 2018

Will Rice
Enthalpy Analytical
2323 Fifth Street
Berkeley, CA 94710

RE: 1831 Tarob Court / 302021

Dear Will:

Enclosed are the results of the samples submitted to our laboratory on August 7, 2018. For your reference, these analyses have been assigned our service request number P1804056.

All analyses were performed according to our laboratory's NELAP and DoD-ELAP-approved quality assurance program. The test results meet requirements of the current NELAP and DoD-ELAP standards, where applicable, and except as noted in the laboratory case narrative provided. For a specific list of NELAP and DoD-ELAP-accredited analytes, refer to the certifications section at www.alsglobal.com. Results are intended to be considered in their entirety and apply only to the samples analyzed and reported herein.

If you have any questions, please call me at (805) 526-7161.

Respectfully submitted,

ALS | Environmental

Sue Anderson
Project Manager



2655 Park Center Dr., Suite A
Simi Valley, CA 93065
T: +1 805 526 7161
F: +1 805 526 7270
www.alsglobal.com

Client: Enthalpy Analytical
Project: 1831 Tarob Court / 302021

Service Request No: P1804056

CASE NARRATIVE

The samples were received intact under chain of custody on August 7, 2018 and were stored in accordance with the analytical method requirements. Please refer to the sample acceptance check form for additional information. The results reported herein are applicable only to the condition of the samples at the time of sample receipt.

Volatile Organic Compound Analysis

The samples were analyzed in SIM mode for volatile organic compounds in accordance with EPA Method TO-15 from the Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air, Second Edition (EPA/625/R-96/010b), January, 1999. This procedure is described in laboratory SOP VOA-TO15. The analytical system was comprised of a gas chromatograph / mass spectrometer (GC/MS) interfaced to a whole-air preconcentrator. This method is included on the laboratory's NELAP and DoD-ELAP scope of accreditation. Any analytes flagged with an X are not included on the NELAP or DoD-ELAP accreditation.

The containers were cleaned, prior to sampling, down to the method reporting limit (MRL) reported for this project. For projects requiring DoD QSM 5.1 compliance canisters were cleaned to <1/2 the MRL. Please note, projects which require reporting below the MRL could have results between the MRL and method detection limit (MDL) that are biased high.

The results of analyses are given in the attached laboratory report. All results are intended to be considered in their entirety, and ALS Environmental (ALS) is not responsible for utilization of less than the complete report.

Use of ALS Environmental (ALS)'s Name. Client shall not use ALS's name or trademark in any marketing or reporting materials, press releases or in any other manner ("Materials") whatsoever and shall not attribute to ALS any test result, tolerance or specification derived from ALS's data ("Attribution") without ALS's prior written consent, which may be withheld by ALS for any reason in its sole discretion. To request ALS's consent, Client shall provide copies of the proposed Materials or Attribution and describe in writing Client's proposed use of such Materials or Attribution. If ALS has not provided written approval of the Materials or Attribution within ten (10) days of receipt from Client, Client's request to use ALS's name or trademark in any Materials or Attribution shall be deemed denied. ALS may, in its discretion, reasonably charge Client for its time in reviewing Materials or Attribution requests. Client acknowledges and agrees that the unauthorized use of ALS's name or trademark may cause ALS to incur irreparable harm for which the recovery of money damages will be inadequate. Accordingly, Client acknowledges and agrees that a violation shall justify preliminary injunctive relief. For questions contact the laboratory.



2655 Park Center Dr., Suite A
 Simi Valley, CA 93065
 T: +1 805 526 7161
 F: +1 805 526 7270
www.alsglobal.com

ALS Environmental – Simi Valley

CERTIFICATIONS, ACCREDITATIONS, AND REGISTRATIONS

Agency	Web Site	Number
Alaska DEC	http://dec.alaska.gov/eh/lab.aspx	17-019
Arizona DHS	http://www.azdhs.gov/preparedness/state-laboratory/lab-licensure-certification/index.php#laboratory-licensure-home	AZ0694
Florida DOH (NELAP)	http://www.floridahealth.gov/licensing-and-regulation/environmental-laboratories/index.html	E871020
Louisiana DEQ (NELAP)	http://www.deq.louisiana.gov/page/la-lab-accreditation	05071
Maine DHHS	http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/professionals/labCert.shtml	2016036
Minnesota DOH (NELAP)	http://www.health.state.mn.us/accreditation	1347317
New Jersey DEP (NELAP)	http://www.nj.gov/dep/enforcement/oqa.html	CA009
New York DOH (NELAP)	http://www.wadsworth.org/labcert/elap/elap.html	11221
Oregon PHD (NELAP)	http://www.oregon.gov/oha/ph/LaboratoryServices/EnvironmentalLaboratoryAccreditation/Pages/index.aspx	4068-005
Pennsylvania DEP	http://www.dep.pa.gov/Business/OtherPrograms/Labs/Pages/Laboratory-Accreditation-Program.aspx	68-03307 (Registration)
PJLA (DoD ELAP)	http://www.pjlabs.com/search-accredited-labs	65818 (Testing)
Texas CEQ (NELAP)	http://www.tceq.texas.gov/agency/qa/env_lab_accreditation.html	T104704413-18-9
Utah DOH (NELAP)	http://health.utah.gov/lab/lab_cert_env	CA016272017-8
Washington DOE	http://www.ecy.wa.gov/programs/eap/labs/lab-accreditation.html	C946
Analyses were performed according to our laboratory's NELAP and DoD-ELAP approved quality assurance program. A complete listing of specific NELAP and DoD-ELAP certified analytes can be found in the certifications section at www.alsglobal.com, or at the accreditation body's website. Each of the certifications listed above have an explicit Scope of Accreditation that applies to specific matrices/methods/analytes; therefore, please contact the laboratory for information corresponding to a particular certification.		

ALS ENVIRONMENTAL

DETAIL SUMMARY REPORT

Client: Enthalpy Analytical
Project ID: 1831 Tarob Court / 302021

Service Request: P1804056

Date Received: 8/7/2018
Time Received: 10:00

TO-15 - VOC SIM

Client Sample ID	Lab Code	Matrix	Date Collected	Time Collected	Container ID	Pi1 (psig)	Pf1 (psig)	
AIR 1	P1804056-001	Air	8/2/2018	12:00	AC00945	-5.98	3.52	X
AIR 2	P1804056-002	Air	8/2/2018	12:00	AC01036	-1.75	3.86	X
AIR 3	P1804056-003	Air	8/2/2018	12:00	AC01566	-2.11	3.63	X
AIR 4	P1804056-004	Air	8/2/2018	12:00	AC02150	-2.09	3.75	X
AIR 5	P1804056-005	Air	8/2/2018	12:00	AC02151	-3.81	3.62	X

P1804052

Enthalpy Berkeley

2323 Fifth Street
Berkeley, CA 94710
(510) 486-0900
(510) 486-0532

Project Number: 302021
Site: 1831 Tarob Court

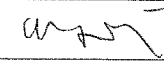
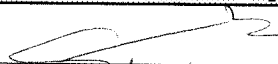
Subcontract Laboratory:
ALS (Performance Analytical)
2655 Park Center Drive
Suite A
Simi Valley, CA 93065
(805) 526-7161
ATTN: Kate Aguilera

Results due: 16-Aug-18 Report Level: II

Please send report to: Will Rice (will.rice@enthalpy.com)

*** Please report using Sample ID rather than Enthalpy (Berkeley) Lab #.

Sample ID	Sampled	Matrix	Analysis	Lab #	Comments
AIR 1	08/02 12:00	Air	TO15-SIM	302021-001	
AIR 2	08/02 12:00	Air	TO15-SIM	302021-002	
AIR 3	08/02 12:00	Air	TO15-SIM	302021-003	
AIR 4	08/02 12:00	Air	TO15-SIM	302021-004	
AIR 5	08/02 12:00	Air	TO15-SIM	302021-005	

Notes:	Relinquished By:	Received By:
		
	Date/Time: 08-03-18 13:15	Date/Time: 8/7/18 1000
	Date/Time:	Date/Time:

Signature on this form constitutes a firm Purchase Order for the services requested above.

ALS Environmental
Sample Acceptance Check Form

Client: Enthalpy Analytical

Work order: P1804056

Project: 1831 Tarob Court / 302021

Sample(s) received on: 8/7/18

Date opened: 8/7/18

by: ADAVID

Note: This form is used for all samples received by ALS. The use of this form for custody seals is strictly meant to indicate presence/absence and not as an indication of compliance or nonconformity. Thermal preservation and pH will only be evaluated either at the request of the client and/or as required by the method/SOP.

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1 Were sample containers properly marked with client sample ID? | ☒ | ☐ | ☐ |
| 2 Did sample containers arrive in good condition? | ☒ | ☐ | ☐ |
| 3 Were chain-of-custody papers used and filled out? | ☒ | ☐ | ☐ |
| 4 Did sample container labels and/or tags agree with custody papers? | ☒ | ☐ | ☐ |
| 5 Was sample volume received adequate for analysis? | ☒ | ☐ | ☐ |
| 6 Are samples within specified holding times? | ☒ | ☐ | ☐ |
| 7 Was proper temperature (thermal preservation) of cooler at receipt adhered to? | ☐ | ☐ | ☒ |
| 8 Were custody seals on outside of cooler/Box/Container? | ☐ | ☒ | ☐ |
| Location of seal(s)? _____ Sealing Lid? | ☐ | ☐ | ☒ |
| Were signature and date included? | ☐ | ☐ | ☒ |
| Were seals intact? | ☐ | ☐ | ☒ |
| 9 Do containers have appropriate preservation , according to method/SOP or Client specified information? | ☐ | ☐ | ☒ |
| Is there a client indication that the submitted samples are pH preserved? | ☐ | ☐ | ☒ |
| Were VOA vials checked for presence/absence of air bubbles? | ☐ | ☐ | ☒ |
| Does the client/method/SOP require that the analyst check the sample pH and <u>if necessary</u> alter it? | ☐ | ☐ | ☒ |
| 10 Tubes: Are the tubes capped and intact? | ☐ | ☐ | ☒ |
| 11 Badges: Are the badges properly capped and intact? | ☐ | ☐ | ☒ |
| Are dual bed badges separated and individually capped and intact? | ☐ | ☐ | ☒ |

Lab Sample ID	Container Description	Required pH *	Received pH	Adjusted pH	VOA Headspace (Presence/Absence)	Receipt / Preservation Comments
P1804056-001.01	6.0 L Ambient Can					
P1804056-002.01	6.0 L Ambient Can					
P1804056-003.01	6.0 L Ambient Can					
P1804056-004.01	6.0 L Ambient Can					
P1804056-005.01	6.0 L Ambient Can					

Explain any discrepancies: (include lab sample ID numbers): _____

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 1 of 2

Client: Enthalpy Analytical
Client Sample ID: AIR 1
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-001

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC00945

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -5.98 Final Pressure (psig): 3.52

Container Dilution Factor: 2.09

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	2.2	0.10	0.45	0.021	
74-87-3	Chloromethane	0.33	0.10	0.16	0.051	
75-01-4	Vinyl Chloride	ND	0.052	ND	0.020	
106-99-0	1,3-Butadiene	ND	0.10	ND	0.047	
74-83-9	Bromomethane	ND	0.052	ND	0.013	
75-00-3	Chloroethane	ND	0.052	ND	0.020	
107-02-8	Acrolein	0.94	0.42	0.41	0.18	
67-64-1	Acetone	10	5.2	4.3	2.2	
75-69-4	Trichlorofluoromethane	1.2	0.10	0.22	0.019	
75-35-4	1,1-Dichloroethene	ND	0.052	ND	0.013	
75-09-2	Methylene Chloride	0.28	0.21	0.080	0.060	
76-13-1	Trichlorotrifluoroethane	0.43	0.052	0.056	0.0068	
156-60-5	trans-1,2-Dichloroethene	ND	0.052	ND	0.013	
75-34-3	1,1-Dichloroethane	ND	0.052	ND	0.013	
1634-04-4	Methyl tert-Butyl Ether	ND	0.052	ND	0.014	
156-59-2	cis-1,2-Dichloroethene	ND	0.052	ND	0.013	
67-66-3	Chloroform	ND	0.21	ND	0.043	
107-06-2	1,2-Dichloroethane	ND	0.052	ND	0.013	
71-55-6	1,1,1-Trichloroethane	ND	0.052	ND	0.0096	
71-43-2	Benzene	0.28	0.16	0.087	0.049	
56-23-5	Carbon Tetrachloride	0.21	0.052	0.033	0.0083	
78-87-5	1,2-Dichloropropane	ND	0.052	ND	0.011	
75-27-4	Bromodichloromethane	ND	0.052	ND	0.0078	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 2 of 2

Client: Enthalpy Analytical
Client Sample ID: AIR 1
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-001

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC00945

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -5.980 Final Pressure (psig): 3.520

Container Dilution Factor: 2.09

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	ND	0.052	ND	0.0097	
123-91-1	1,4-Dioxane	ND	0.21	ND	0.058	
10061-01-5	cis-1,3-Dichloropropene	ND	0.052	ND	0.012	
10061-02-6	trans-1,3-Dichloropropene	ND	0.052	ND	0.012	
79-00-5	1,1,2-Trichloroethane	ND	0.21	ND	0.038	
108-88-3	Toluene	0.75	0.21	0.20	0.055	
124-48-1	Dibromochloromethane	ND	0.052	ND	0.0061	
106-93-4	1,2-Dibromoethane	ND	0.052	ND	0.0068	
127-18-4	Tetrachloroethene	ND	0.052	ND	0.0077	
108-90-7	Chlorobenzene	ND	0.21	ND	0.045	
100-41-4	Ethylbenzene	0.24	0.21	0.056	0.048	
179601-23-1	m,p-Xylenes	0.85	0.21	0.20	0.048	
100-42-5	Styrene	ND	0.21	ND	0.049	
95-47-6	o-Xylene	0.33	0.21	0.077	0.048	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.052	ND	0.0076	
108-67-8	1,3,5-Trimethylbenzene	ND	0.21	ND	0.043	
95-63-6	1,2,4-Trimethylbenzene	ND	0.21	ND	0.043	
541-73-1	1,3-Dichlorobenzene	ND	0.052	ND	0.0087	
106-46-7	1,4-Dichlorobenzene	ND	0.052	ND	0.0087	
95-50-1	1,2-Dichlorobenzene	ND	0.052	ND	0.0087	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.21	ND	0.022	
120-82-1	1,2,4-Trichlorobenzene	ND	0.10	ND	0.014	
91-20-3	Naphthalene	ND	0.21	ND	0.040	
87-68-3	Hexachlorobutadiene	ND	0.21	ND	0.020	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 2
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-002

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC01036

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -1.75 Final Pressure (psig): 3.86

Container Dilution Factor: 1.43

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	2.2	0.072	0.44	0.014	
74-87-3	Chloromethane	0.33	0.072	0.16	0.035	
75-01-4	Vinyl Chloride	ND	0.036	ND	0.014	
106-99-0	1,3-Butadiene	ND	0.072	ND	0.032	
74-83-9	Bromomethane	ND	0.036	ND	0.0092	
75-00-3	Chloroethane	ND	0.036	ND	0.014	
107-02-8	Acrolein	0.61	0.29	0.27	0.12	
67-64-1	Acetone	10	3.6	4.3	1.5	
75-69-4	Trichlorofluoromethane	1.2	0.072	0.21	0.013	
75-35-4	1,1-Dichloroethene	ND	0.036	ND	0.0090	
75-09-2	Methylene Chloride	0.29	0.14	0.082	0.041	
76-13-1	Trichlorotrifluoroethane	0.42	0.036	0.055	0.0047	
156-60-5	trans-1,2-Dichloroethene	0.072	0.036	0.018	0.0090	
75-34-3	1,1-Dichloroethane	ND	0.036	ND	0.0088	
1634-04-4	Methyl tert-Butyl Ether	ND	0.036	ND	0.0099	
156-59-2	cis-1,2-Dichloroethene	ND	0.036	ND	0.0090	
67-66-3	Chloroform	ND	0.14	ND	0.029	
107-06-2	1,2-Dichloroethane	0.045	0.036	0.011	0.0088	
71-55-6	1,1,1-Trichloroethane	ND	0.036	ND	0.0066	
71-43-2	Benzene	0.26	0.11	0.082	0.034	
56-23-5	Carbon Tetrachloride	0.27	0.036	0.043	0.0057	
78-87-5	1,2-Dichloropropane	ND	0.036	ND	0.0077	
75-27-4	Bromodichloromethane	ND	0.036	ND	0.0053	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 2 of 2

Client: Enthalpy Analytical
Client Sample ID: AIR 2
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-002

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC01036

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -1.750 Final Pressure (psig): 3.860

Container Dilution Factor: 1.43

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	0.049	0.036	0.0091	0.0067	
123-91-1	1,4-Dioxane	ND	0.14	ND	0.040	
10061-01-5	cis-1,3-Dichloropropene	ND	0.036	ND	0.0079	
10061-02-6	trans-1,3-Dichloropropene	ND	0.036	ND	0.0079	
79-00-5	1,1,2-Trichloroethane	ND	0.14	ND	0.026	
108-88-3	Toluene	0.80	0.14	0.21	0.038	
124-48-1	Dibromochloromethane	ND	0.036	ND	0.0042	
106-93-4	1,2-Dibromoethane	ND	0.036	ND	0.0047	
127-18-4	Tetrachloroethene	ND	0.036	ND	0.0053	
108-90-7	Chlorobenzene	ND	0.14	ND	0.031	
100-41-4	Ethylbenzene	0.32	0.14	0.073	0.033	
179601-23-1	m,p-Xylenes	1.3	0.14	0.30	0.033	
100-42-5	Styrene	ND	0.14	ND	0.034	
95-47-6	o-Xylene	0.67	0.14	0.15	0.033	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.036	ND	0.0052	
108-67-8	1,3,5-Trimethylbenzene	2.0	0.14	0.41	0.029	
95-63-6	1,2,4-Trimethylbenzene	5.7	0.14	1.2	0.029	
541-73-1	1,3-Dichlorobenzene	ND	0.036	ND	0.0059	
106-46-7	1,4-Dichlorobenzene	ND	0.036	ND	0.0059	
95-50-1	1,2-Dichlorobenzene	ND	0.036	ND	0.0059	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.14	ND	0.015	
120-82-1	1,2,4-Trichlorobenzene	ND	0.072	ND	0.0096	
91-20-3	Naphthalene	ND	0.14	ND	0.027	
87-68-3	Hexachlorobutadiene	ND	0.14	ND	0.013	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 3
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-003

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC01566

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -2.11 Final Pressure (psig): 3.63

Container Dilution Factor: 1.46

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	2.2	0.073	0.45	0.015	
74-87-3	Chloromethane	0.33	0.073	0.16	0.035	
75-01-4	Vinyl Chloride	ND	0.037	ND	0.014	
106-99-0	1,3-Butadiene	ND	0.073	ND	0.033	
74-83-9	Bromomethane	0.040	0.037	0.010	0.0094	
75-00-3	Chloroethane	ND	0.037	ND	0.014	
107-02-8	Acrolein	0.92	0.29	0.40	0.13	
67-64-1	Acetone	10	3.7	4.2	1.5	
75-69-4	Trichlorofluoromethane	1.2	0.073	0.22	0.013	
75-35-4	1,1-Dichloroethene	ND	0.037	ND	0.0092	
75-09-2	Methylene Chloride	0.29	0.15	0.084	0.042	
76-13-1	Trichlorotrifluoroethane	0.43	0.037	0.056	0.0048	
156-60-5	trans-1,2-Dichloroethene	0.061	0.037	0.015	0.0092	
75-34-3	1,1-Dichloroethane	ND	0.037	ND	0.0090	
1634-04-4	Methyl tert-Butyl Ether	ND	0.037	ND	0.010	
156-59-2	cis-1,2-Dichloroethene	ND	0.037	ND	0.0092	
67-66-3	Chloroform	ND	0.15	ND	0.030	
107-06-2	1,2-Dichloroethane	0.045	0.037	0.011	0.0090	
71-55-6	1,1,1-Trichloroethane	ND	0.037	ND	0.0067	
71-43-2	Benzene	0.26	0.11	0.081	0.034	
56-23-5	Carbon Tetrachloride	0.42	0.037	0.066	0.0058	
78-87-5	1,2-Dichloropropane	ND	0.037	ND	0.0079	
75-27-4	Bromodichloromethane	ND	0.037	ND	0.0055	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 3
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-003

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC01566

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -2.110 Final Pressure (psig): 3.630

Container Dilution Factor: 1.46

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	ND	0.037	ND	0.0068	
123-91-1	1,4-Dioxane	ND	0.15	ND	0.041	
10061-01-5	cis-1,3-Dichloropropene	ND	0.037	ND	0.0080	
10061-02-6	trans-1,3-Dichloropropene	ND	0.037	ND	0.0080	
79-00-5	1,1,2-Trichloroethane	ND	0.15	ND	0.027	
108-88-3	Toluene	0.83	0.15	0.22	0.039	
124-48-1	Dibromochloromethane	ND	0.037	ND	0.0043	
106-93-4	1,2-Dibromoethane	ND	0.037	ND	0.0048	
127-18-4	Tetrachloroethene	ND	0.037	ND	0.0054	
108-90-7	Chlorobenzene	ND	0.15	ND	0.032	
100-41-4	Ethylbenzene	0.32	0.15	0.075	0.034	
179601-23-1	m,p-Xylenes	1.3	0.15	0.31	0.034	
100-42-5	Styrene	ND	0.15	ND	0.034	
95-47-6	o-Xylene	0.71	0.15	0.16	0.034	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.037	ND	0.0053	
108-67-8	1,3,5-Trimethylbenzene	2.1	0.15	0.42	0.030	
95-63-6	1,2,4-Trimethylbenzene	6.0	0.15	1.2	0.030	
541-73-1	1,3-Dichlorobenzene	ND	0.037	ND	0.0061	
106-46-7	1,4-Dichlorobenzene	ND	0.037	ND	0.0061	
95-50-1	1,2-Dichlorobenzene	ND	0.037	ND	0.0061	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.15	ND	0.015	
120-82-1	1,2,4-Trichlorobenzene	ND	0.073	ND	0.0098	
91-20-3	Naphthalene	0.34	0.15	0.066	0.028	
87-68-3	Hexachlorobutadiene	ND	0.15	ND	0.014	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 4
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-004

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC02150

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -2.09 Final Pressure (psig): 3.75

Container Dilution Factor: 1.46

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	2.1	0.073	0.43	0.015	
74-87-3	Chloromethane	0.32	0.073	0.15	0.035	
75-01-4	Vinyl Chloride	ND	0.037	ND	0.014	
106-99-0	1,3-Butadiene	ND	0.073	ND	0.033	
74-83-9	Bromomethane	0.041	0.037	0.011	0.0094	
75-00-3	Chloroethane	ND	0.037	ND	0.014	
107-02-8	Acrolein	2.1	0.29	0.90	0.13	
67-64-1	Acetone	20	3.7	8.6	1.5	
75-69-4	Trichlorofluoromethane	1.1	0.073	0.20	0.013	
75-35-4	1,1-Dichloroethene	ND	0.037	ND	0.0092	
75-09-2	Methylene Chloride	0.25	0.15	0.073	0.042	
76-13-1	Trichlorotrifluoroethane	0.42	0.037	0.054	0.0048	
156-60-5	trans-1,2-Dichloroethene	0.093	0.037	0.023	0.0092	
75-34-3	1,1-Dichloroethane	ND	0.037	ND	0.0090	
1634-04-4	Methyl tert-Butyl Ether	ND	0.037	ND	0.010	
156-59-2	cis-1,2-Dichloroethene	ND	0.037	ND	0.0092	
67-66-3	Chloroform	ND	0.15	ND	0.030	
107-06-2	1,2-Dichloroethane	0.045	0.037	0.011	0.0090	
71-55-6	1,1,1-Trichloroethane	ND	0.037	ND	0.0067	
71-43-2	Benzene	0.27	0.11	0.084	0.034	
56-23-5	Carbon Tetrachloride	0.41	0.037	0.065	0.0058	
78-87-5	1,2-Dichloropropane	ND	0.037	ND	0.0079	
75-27-4	Bromodichloromethane	ND	0.037	ND	0.0055	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 2 of 2

Client: Enthalpy Analytical
Client Sample ID: AIR 4
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-004

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC02150

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -2.090 Final Pressure (psig): 3.750

Container Dilution Factor: 1.46

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	0.052	0.037	0.0096	0.0068	
123-91-1	1,4-Dioxane	ND	0.15	ND	0.041	
10061-01-5	cis-1,3-Dichloropropene	ND	0.037	ND	0.0080	
10061-02-6	trans-1,3-Dichloropropene	ND	0.037	ND	0.0080	
79-00-5	1,1,2-Trichloroethane	ND	0.15	ND	0.027	
108-88-3	Toluene	1.6	0.15	0.42	0.039	
124-48-1	Dibromochloromethane	ND	0.037	ND	0.0043	
106-93-4	1,2-Dibromoethane	ND	0.037	ND	0.0048	
127-18-4	Tetrachloroethene	0.039	0.037	0.0058	0.0054	
108-90-7	Chlorobenzene	ND	0.15	ND	0.032	
100-41-4	Ethylbenzene	0.47	0.15	0.11	0.034	
179601-23-1	m,p-Xylenes	2.0	0.15	0.45	0.034	
100-42-5	Styrene	0.65	0.15	0.15	0.034	
95-47-6	o-Xylene	1.1	0.15	0.25	0.034	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.037	ND	0.0053	
108-67-8	1,3,5-Trimethylbenzene	1.6	0.15	0.33	0.030	
95-63-6	1,2,4-Trimethylbenzene	4.9	0.15	1.0	0.030	
541-73-1	1,3-Dichlorobenzene	ND	0.037	ND	0.0061	
106-46-7	1,4-Dichlorobenzene	ND	0.037	ND	0.0061	
95-50-1	1,2-Dichlorobenzene	ND	0.037	ND	0.0061	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.15	ND	0.015	
120-82-1	1,2,4-Trichlorobenzene	ND	0.073	ND	0.0098	
91-20-3	Naphthalene	0.24	0.15	0.047	0.028	
87-68-3	Hexachlorobutadiene	ND	0.15	ND	0.014	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 5
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-005

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC02151

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -3.81 Final Pressure (psig): 3.62

Container Dilution Factor: 1.68

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	2.1	0.084	0.43	0.017	
74-87-3	Chloromethane	0.29	0.084	0.14	0.041	
75-01-4	Vinyl Chloride	ND	0.042	ND	0.016	
106-99-0	1,3-Butadiene	ND	0.084	ND	0.038	
74-83-9	Bromomethane	ND	0.042	ND	0.011	
75-00-3	Chloroethane	ND	0.042	ND	0.016	
107-02-8	Acrolein	2.2	0.34	0.98	0.15	
67-64-1	Acetone	18	4.2	7.4	1.8	
75-69-4	Trichlorofluoromethane	1.2	0.084	0.21	0.015	
75-35-4	1,1-Dichloroethene	ND	0.042	ND	0.011	
75-09-2	Methylene Chloride	0.26	0.17	0.076	0.048	
76-13-1	Trichlorotrifluoroethane	0.42	0.042	0.055	0.0055	
156-60-5	trans-1,2-Dichloroethene	0.093	0.042	0.024	0.011	
75-34-3	1,1-Dichloroethane	ND	0.042	ND	0.010	
1634-04-4	Methyl tert-Butyl Ether	ND	0.042	ND	0.012	
156-59-2	cis-1,2-Dichloroethene	ND	0.042	ND	0.011	
67-66-3	Chloroform	ND	0.17	ND	0.034	
107-06-2	1,2-Dichloroethane	0.045	0.042	0.011	0.010	
71-55-6	1,1,1-Trichloroethane	ND	0.042	ND	0.0077	
71-43-2	Benzene	0.27	0.13	0.086	0.039	
56-23-5	Carbon Tetrachloride	0.40	0.042	0.064	0.0067	
78-87-5	1,2-Dichloropropane	ND	0.042	ND	0.0091	
75-27-4	Bromodichloromethane	ND	0.042	ND	0.0063	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

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Client: Enthalpy Analytical
Client Sample ID: AIR 5
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P1804056-005

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:
 Container ID: AC02151

Date Collected: 8/2/18
 Date Received: 8/7/18
 Date Analyzed: 8/10/18
 Volume(s) Analyzed: 1.00 Liter(s)

Initial Pressure (psig): -3.810 Final Pressure (psig): 3.620

Container Dilution Factor: 1.68

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	0.058	0.042	0.011	0.0078	
123-91-1	1,4-Dioxane	ND	0.17	ND	0.047	
10061-01-5	cis-1,3-Dichloropropene	ND	0.042	ND	0.0093	
10061-02-6	trans-1,3-Dichloropropene	ND	0.042	ND	0.0093	
79-00-5	1,1,2-Trichloroethane	ND	0.17	ND	0.031	
108-88-3	Toluene	1.7	0.17	0.45	0.045	
124-48-1	Dibromochloromethane	ND	0.042	ND	0.0049	
106-93-4	1,2-Dibromoethane	ND	0.042	ND	0.0055	
127-18-4	Tetrachloroethene	0.043	0.042	0.0063	0.0062	
108-90-7	Chlorobenzene	ND	0.17	ND	0.036	
100-41-4	Ethylbenzene	0.49	0.17	0.11	0.039	
179601-23-1	m,p-Xylenes	2.0	0.17	0.47	0.039	
100-42-5	Styrene	0.57	0.17	0.13	0.039	
95-47-6	o-Xylene	1.0	0.17	0.23	0.039	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.042	ND	0.0061	
108-67-8	1,3,5-Trimethylbenzene	1.6	0.17	0.33	0.034	
95-63-6	1,2,4-Trimethylbenzene	4.8	0.17	0.98	0.034	
541-73-1	1,3-Dichlorobenzene	ND	0.042	ND	0.0070	
106-46-7	1,4-Dichlorobenzene	ND	0.042	ND	0.0070	
95-50-1	1,2-Dichlorobenzene	ND	0.042	ND	0.0070	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.17	ND	0.017	
120-82-1	1,2,4-Trichlorobenzene	ND	0.084	ND	0.011	
91-20-3	Naphthalene	ND	0.17	ND	0.032	
87-68-3	Hexachlorobutadiene	ND	0.17	ND	0.016	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 1 of 2

Client: Enthalpy Analytical
Client Sample ID: Method Blank
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P180809-MB

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:

Date Collected: NA
 Date Received: NA
 Date Analyzed: 8/9/18
 Volume(s) Analyzed: 1.00 Liter(s)

Container Dilution Factor: 1.00

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	ND	0.050	ND	0.010	
74-87-3	Chloromethane	ND	0.050	ND	0.024	
75-01-4	Vinyl Chloride	ND	0.025	ND	0.0098	
106-99-0	1,3-Butadiene	ND	0.050	ND	0.023	
74-83-9	Bromomethane	ND	0.025	ND	0.0064	
75-00-3	Chloroethane	ND	0.025	ND	0.0095	
107-02-8	Acrolein	ND	0.20	ND	0.087	
67-64-1	Acetone	ND	2.5	ND	1.1	
75-69-4	Trichlorofluoromethane	ND	0.050	ND	0.0089	
75-35-4	1,1-Dichloroethene	ND	0.025	ND	0.0063	
75-09-2	Methylene Chloride	ND	0.10	ND	0.029	
76-13-1	Trichlorotrifluoroethane	ND	0.025	ND	0.0033	
156-60-5	trans-1,2-Dichloroethene	ND	0.025	ND	0.0063	
75-34-3	1,1-Dichloroethane	ND	0.025	ND	0.0062	
1634-04-4	Methyl tert-Butyl Ether	ND	0.025	ND	0.0069	
156-59-2	cis-1,2-Dichloroethene	ND	0.025	ND	0.0063	
67-66-3	Chloroform	ND	0.10	ND	0.020	
107-06-2	1,2-Dichloroethane	ND	0.025	ND	0.0062	
71-55-6	1,1,1-Trichloroethane	ND	0.025	ND	0.0046	
71-43-2	Benzene	ND	0.075	ND	0.023	
56-23-5	Carbon Tetrachloride	ND	0.025	ND	0.0040	
78-87-5	1,2-Dichloropropane	ND	0.025	ND	0.0054	
75-27-4	Bromodichloromethane	ND	0.025	ND	0.0037	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

RESULTS OF ANALYSIS

Page 2 of 2

Client: Enthalpy Analytical
Client Sample ID: Method Blank
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P180809-MB

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:

Date Collected: NA
 Date Received: NA
 Date Analyzed: 8/9/18
 Volume(s) Analyzed: 1.00 Liter(s)

Container Dilution Factor: **1.00**

CAS #	Compound	Result µg/m ³	MRL µg/m ³	Result ppbV	MRL ppbV	Data Qualifier
79-01-6	Trichloroethene	ND	0.025	ND	0.0047	
123-91-1	1,4-Dioxane	ND	0.10	ND	0.028	
10061-01-5	cis-1,3-Dichloropropene	ND	0.025	ND	0.0055	
10061-02-6	trans-1,3-Dichloropropene	ND	0.025	ND	0.0055	
79-00-5	1,1,2-Trichloroethane	ND	0.10	ND	0.018	
108-88-3	Toluene	ND	0.10	ND	0.027	
124-48-1	Dibromochloromethane	ND	0.025	ND	0.0029	
106-93-4	1,2-Dibromoethane	ND	0.025	ND	0.0033	
127-18-4	Tetrachloroethene	ND	0.025	ND	0.0037	
108-90-7	Chlorobenzene	ND	0.10	ND	0.022	
100-41-4	Ethylbenzene	ND	0.10	ND	0.023	
179601-23-1	m,p-Xylenes	ND	0.10	ND	0.023	
100-42-5	Styrene	ND	0.10	ND	0.023	
95-47-6	o-Xylene	ND	0.10	ND	0.023	
79-34-5	1,1,2,2-Tetrachloroethane	ND	0.025	ND	0.0036	
108-67-8	1,3,5-Trimethylbenzene	ND	0.10	ND	0.020	
95-63-6	1,2,4-Trimethylbenzene	ND	0.10	ND	0.020	
541-73-1	1,3-Dichlorobenzene	ND	0.025	ND	0.0042	
106-46-7	1,4-Dichlorobenzene	ND	0.025	ND	0.0042	
95-50-1	1,2-Dichlorobenzene	ND	0.025	ND	0.0042	
96-12-8	1,2-Dibromo-3-chloropropane	ND	0.10	ND	0.010	
120-82-1	1,2,4-Trichlorobenzene	ND	0.050	ND	0.0067	
91-20-3	Naphthalene	ND	0.10	ND	0.019	
87-68-3	Hexachlorobutadiene	ND	0.10	ND	0.0094	

ND = Compound was analyzed for, but not detected above the laboratory reporting limit.

MRL = Method Reporting Limit - The minimum quantity of a target analyte that can be confidently determined by the referenced method.

ALS ENVIRONMENTAL

SURROGATE SPIKE RECOVERY RESULTS

Page 1 of 1

Client: Enthalpy Analytical
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056

Test Code: EPA TO-15 SIM
Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
Analyst: Wida Ang
Sample Type: 6.0 L Summa Canister(s)
Test Notes:

Date(s) Collected: 8/2/18
Date(s) Received: 8/7/18
Date(s) Analyzed: 8/9 - 8/10/18

Client Sample ID	ALS Sample ID	1,2-Dichloroethane-d4	Toluene-d8	Bromofluorobenzene	Acceptance Limits	Data Qualifier
		% Recovered	% Recovered	% Recovered		
Method Blank	P180809-MB	95	105	112	70-130	
Lab Control Sample	P180809-LCS	96	102	117	70-130	
AIR 1	P1804056-001	88	103	117	70-130	
AIR 2	P1804056-002	88	103	119	70-130	
AIR 3	P1804056-003	89	104	119	70-130	
AIR 4	P1804056-004	87	104	117	70-130	
AIR 5	P1804056-005	85	104	119	70-130	

Surrogate percent recovery is verified and accepted based on the on-column result.

Reported results are shown in concentration units and as a result of the calculation, may vary slightly from the on-column percent recovery.

ALS ENVIRONMENTAL

LABORATORY CONTROL SAMPLE SUMMARY

Page 1 of 2

Client: Enthalpy Analytical
Client Sample ID: Lab Control Sample
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
 ALS Sample ID: P180809-LCS

Test Code: EPA TO-15 SIM
 Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
 Analyst: Wida Ang
 Sample Type: 6.0 L Summa Canister
 Test Notes:

Date Collected: NA
 Date Received: NA
 Date Analyzed: 8/9/18
 Volume(s) Analyzed: 0.125 Liter(s)

CAS #	Compound	Spike Amount µg/m ³	Result µg/m ³	% Recovery	ALS Acceptance Limits	Data Qualifier
75-71-8	Dichlorodifluoromethane (CFC 12)	8.51	8.27	97	80-130	
74-87-3	Chloromethane	8.40	8.08	96	54-144	
75-01-4	Vinyl Chloride	8.43	8.34	99	65-136	
106-99-0	1,3-Butadiene	8.39	8.18	97	27-154	
74-83-9	Bromomethane	8.39	8.15	97	71-126	
75-00-3	Chloroethane	8.40	8.21	98	71-129	
107-02-8	Acrolein	8.34	8.24	99	49-117	
67-64-1	Acetone	42.2	39.0	92	62-158	
75-69-4	Trichlorofluoromethane	8.33	8.24	99	82-122	
75-35-4	1,1-Dichloroethene	8.54	9.83	115	76-120	
75-09-2	Methylene Chloride	8.51	7.92	93	76-120	
76-13-1	Trichlorotrifluoroethane	8.56	8.59	100	77-118	
156-60-5	trans-1,2-Dichloroethene	8.54	8.60	101	73-124	
75-34-3	1,1-Dichloroethane	8.49	8.35	98	73-126	
1634-04-4	Methyl tert-Butyl Ether	8.52	8.53	100	69-125	
156-59-2	cis-1,2-Dichloroethene	8.47	8.50	100	76-121	
67-66-3	Chloroform	8.48	8.14	96	80-121	
107-06-2	1,2-Dichloroethane	8.48	8.28	98	68-126	
71-55-6	1,1,1-Trichloroethane	8.49	8.46	100	75-121	
71-43-2	Benzene	8.52	8.53	100	76-126	
56-23-5	Carbon Tetrachloride	8.54	8.48	99	78-117	
78-87-5	1,2-Dichloropropane	8.49	8.56	101	65-126	
75-27-4	Bromodichloromethane	8.54	8.66	101	72-119	

Laboratory Control Sample percent recovery is verified and accepted based on the on-column result.
 Reported results are shown in concentration units and as a result of the calculation, may vary slightly.

ALS ENVIRONMENTAL

LABORATORY CONTROL SAMPLE SUMMARY

Page 2 of 2

Client: Enthalpy Analytical
Client Sample ID: Lab Control Sample
Client Project ID: 1831 Tarob Court / 302021

ALS Project ID: P1804056
ALS Sample ID: P180809-LCS

Test Code: EPA TO-15 SIM
Instrument ID: Tekmar AUTOCAN/Agilent 5973N/HP6890A/MS19
Analyst: Wida Ang
Sample Type: 6.0 L Summa Canister
Test Notes:

Date Collected: NA
Date Received: NA
Date Analyzed: 8/9/18
Volume(s) Analyzed: 0.125 Liter(s)

CAS #	Compound	Spike Amount µg/m ³	Result µg/m ³	% Recovery	ALS Acceptance Limits	Data Qualifier
79-01-6	Trichloroethene	8.50	8.79	103	73-121	
123-91-1	1,4-Dioxane	8.51	8.89	104	66-119	
10061-01-5	cis-1,3-Dichloropropene	8.33	8.68	104	60-122	
10061-02-6	trans-1,3-Dichloropropene	8.52	8.90	104	58-122	
79-00-5	1,1,2-Trichloroethane	8.48	8.64	102	68-124	
108-88-3	Toluene	8.45	7.96	94	69-122	
124-48-1	Dibromochloromethane	8.46	8.72	103	71-114	
106-93-4	1,2-Dibromoethane	8.46	8.75	103	71-119	
127-18-4	Tetrachloroethene	8.48	8.76	103	72-118	
108-90-7	Chlorobenzene	8.49	8.84	104	76-123	
100-41-4	Ethylbenzene	8.47	9.09	107	76-122	
179601-23-1	m,p-Xylenes	17.0	18.4	108	73-126	
100-42-5	Styrene	8.43	9.43	112	53-129	
95-47-6	o-Xylene	8.45	9.19	109	70-129	
79-34-5	1,1,2,2-Tetrachloroethane	8.46	8.81	104	73-123	
108-67-8	1,3,5-Trimethylbenzene	8.48	9.56	113	63-132	
95-63-6	1,2,4-Trimethylbenzene	8.50	9.67	114	57-134	
541-73-1	1,3-Dichlorobenzene	8.47	9.20	109	59-133	
106-46-7	1,4-Dichlorobenzene	8.56	8.95	105	59-125	
95-50-1	1,2-Dichlorobenzene	8.56	9.40	110	60-127	
96-12-8	1,2-Dibromo-3-chloropropane	8.42	9.69	115	48-132	
120-82-1	1,2,4-Trichlorobenzene	8.70	10.2	117	36-136	
91-20-3	Naphthalene	8.36	9.67	116	26-143	
87-68-3	Hexachlorobutadiene	8.50	9.74	115	41-144	

Laboratory Control Sample percent recovery is verified and accepted based on the on-column result.
Reported results are shown in concentration units and as a result of the calculation, may vary slightly.



ENTHALPY

ANALYTICAL



Enthalpy Analytical

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 303668 ANALYTICAL REPORT

Envirocom
800 Charcot Avenue
San Jose, CA 95131

Project : 18-022-04
Location : 1831 Tarob Court
Level : II

Sample ID

SW1
SW2
SW3

Lab ID

303668-001
303668-002
303668-003

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____

Will Rice
Project Manager
will.rice@enthalpy.com
(510) 204-2221 Ext 13102

Date: 10/31/2018

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: **303668**
Client: **Envirocom**
Project: **18-022-04**
Location: **1831 Tarob Court**
Request Date: **09/27/18**
Samples Received: **09/27/18**

This data package contains sample and QC results for three water samples, requested for the above referenced project on 09/27/18. The samples were received cold and intact.

Volatile Organics by GC/MS (EPA 8260B):

No analytical problems were encountered.



ENVIROCOM

3036d8

CHAIN OF CUSTODY

Project Name: Geomax Project No: 18-022-04 Date: 9-26-2018
Project Location 1831 Tarob Court, Milpitas Client: Geomax Sampler: Mitch Hajlaghai

Sample ID	Date Sampled	Sampling Time	Matrix	N° of Containers	Analysis Requested						Turnaround Time	
					8210013 Full suite of VOCs							
SW1	9/26/18		Water	3							24-hour Other _____	Normal
SW2											24-hour Other _____	Normal
SW3											Other _____	Normal
											24-hour Other _____	Normal
											24-hour Other _____	Normal
											24-hour Other _____	Normal
											24-hour Other _____	Normal
											24-hour Other _____	Normal

NOTES:

Relinquished by Date 9/27/18 Time 2:10 Received by Date 9-27 Time 1410

P.O. Box 28310 • San Jose • California • 95159
Phone (408) 894-9062 • Fax (408) 894-9063

9-27-18 1745

SAMPLE RECEIPT CHECKLIST

Section 1: Login # 303668
Date Received: 9-27-18

Client: Envirecon
Project: 1831 Tarab Court



Section 2: Samples received in a cooler? ☐ Yes, how many? _____ ☐ No (skip Section 3 below)

If no cooler Sample Temp (°C): _____ using IR Gun # ☐ A, or ☐ B

☐ Samples received on ice directly from the field. Cooling process had begun.

If in cooler: Date Opened 9/27/18 By (print) AL (sign) [Signature]

Shipping info (if applicable) _____

Are custody seals present? ☐ No, or ☐ Yes. If yes, where? ☐ on cooler, ☐ on samples, ☐ on package

☐ Date: _____ How many _____ ☐ Signature, ☐ Initials, ☐ None

Were custody seals intact upon arrival? ☐ Yes ☐ No ☐ N/A

Section 3:

Important: Notify PM if temperature exceeds 6°C or arrive frozen.

Packing in cooler: (if other, describe) _____

☐ Bubble Wrap, ☐ Foam blocks, ☒ Bags, ☐ None, ☐ Cloth material, ☐ Cardboard, ☐ Styrofoam, ☐ Paper towels

☐ Samples received on ice directly from the field. Cooling process had begun

Type of ice used: ☒ Wet, ☐ Blue/Gel, ☐ None

Temperature blank(s) included? ☐ Yes, ☐ No

Temperature measured using ☐ Thermometer ID: _____, or IR Gun # ☐ A ☒ B

Cooler Temp (°C): #1: 1.5, #2: _____, #3: _____, #4: _____, #5: _____, #6: _____, #7: _____

Section 4:

	YES	NO	N/A
Were custody papers dry, filled out properly, and the project identifiable	☒		
Were Method 5035 sampling containers present?	☒		
If YES, what time were they transferred to freezer? _____			
Did all bottles arrive unbroken/unopened?	☒		
Are there any missing / extra samples?	☒		
Are samples in the appropriate containers for indicated tests?	☒		
Are sample labels present, in good condition and complete?	☒		
Does the container count match the COC?	☒		
Do the sample labels agree with custody papers?	☒		
Was sufficient amount of sample sent for tests requested?	☒		
Did you change the hold time in LIMS for unpreserved VOAs?			☒
Did you change the hold time in LIMS for preserved terracores?			☒
Are bubbles > 6mm absent in VOA samples?	☒		
Was the client contacted concerning this sample delivery?	☒		
If YES, who was called? _____ By _____ Date: _____			

Section 5:

	YES	NO	N/A
Are the samples appropriately preserved? (if N/A, skip the rest of section 5)			☒
Did you check preservatives for all bottles for each sample?			
Did you document your preservative check?			
pH strip lot# _____, pH strip lot# _____, pH strip lot# _____			
Preservative added:			
☐ H2SO4 lot# _____ added to samples _____ on/at _____			
☐ HCL lot# _____ added to samples _____ on/at _____			
☐ HNO3 lot# _____ added to samples _____ on/at _____			
☐ NaOH lot# _____ added to samples _____ on/at _____			

Section 6:

Explanations/Comments: _____

Date Logged in 9-27-18

Date Labeled 9/27/18

By (print) TR (sign) [Signature]
By (print) K (sign) [Signature]

Detections Summary for 303668

Results for any subcontracted analyses are not included in this summary.

Client : Envirocom
Project : 18-022-04
Location : 1831 Tarob Court

Client Sample ID : SW1 Laboratory Sample ID : 303668-001

No Detections

Client Sample ID : SW2 Laboratory Sample ID : 303668-002

No Detections

Client Sample ID : SW3 Laboratory Sample ID : 303668-003

Analyte	Result	Flags	RL	Units	Basis	IDF	Method	Prep Method
trans-1,2-Dichloroethene	0.6		0.5	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
cis-1,2-Dichloroethene	1.8		0.5	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
Trichloroethene	1.3		0.5	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW1	Batch#:	263985
Lab ID:	303668-001	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

NA= Not Analyzed

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW1	Batch#:	263985
Lab ID:	303668-001	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		101	80-135
Toluene-d8		100	80-120
Bromofluorobenzene		108	80-120

NA= Not Analyzed
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW2	Batch#:	263985
Lab ID:	303668-002	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

NA= Not Analyzed

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW2	Batch#:	263985
Lab ID:	303668-002	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		102	80-135
Toluene-d8		102	80-120
Bromofluorobenzene		108	80-120

NA= Not Analyzed
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW3	Batch#:	263985
Lab ID:	303668-003	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	0.6	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	1.8	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	1.3	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

NA= Not Analyzed
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Field ID:	SW3	Batch#:	263985
Lab ID:	303668-003	Sampled:	09/26/18
Matrix:	Water	Received:	09/27/18
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		100	80-135
Toluene-d8		101	80-120
Bromofluorobenzene		108	80-120

NA= Not Analyzed
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Matrix:	Water	Batch#:	263985
Units:	ug/L	Analyzed:	09/28/18
Diln Fac:	1.000		

Type: BS Lab ID: QC949561

Analyte	Spiked	Result	%REC	Limits
1,1-Dichloroethene	12.50	12.36	99	70-132
Benzene	12.50	12.17	97	77-124
Trichloroethene	12.50	11.13	89	75-121
Toluene	12.50	11.91	95	78-121
Chlorobenzene	12.50	12.09	97	80-120

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		98	80-135
Toluene-d8		99	80-120
Bromofluorobenzene		93	80-120

Type: BSD Lab ID: QC949562

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
1,1-Dichloroethene	12.50	12.02	96	70-132	3	22
Benzene	12.50	11.73	94	77-124	4	20
Trichloroethene	12.50	10.73	86	75-121	4	20
Toluene	12.50	11.75	94	78-121	1	20
Chlorobenzene	12.50	11.61	93	80-120	4	20

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		95	80-135
Toluene-d8		100	80-120
Bromofluorobenzene		97	80-120

NA= Not Analyzed
RPD= Relative Percent Difference

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC949563	Batch#:	263985
Matrix:	Water	Analyzed:	09/28/18
Units:	ug/L		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.2
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

NA= Not Analyzed

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303668	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022-04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC949563	Batch#:	263985
Matrix:	Water	Analyzed:	09/28/18
Units:	ug/L		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	Result	%REC	Limits
Dibromofluoromethane	NA		
1,2-Dichloroethane-d4		99	80-135
Toluene-d8		98	80-120
Bromofluorobenzene		102	80-120

NA= Not Analyzed
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit



ENTHALPY

ANALYTICAL



Enthalpy Analytical

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 303885 ANALYTICAL REPORT

Envirocom
800 Charcot Avenue
San Jose, CA 95131

Project : 18-022.04
Location : 1831 Tarob Court
Level : II

<u>Sample ID</u>	<u>Lab ID</u>
SB6-7	303885-001
SB7-7	303885-002
SB8-7	303885-003
SB9-7	303885-004
SB10-7	303885-005
SB11-7	303885-006
SB12-7	303885-007

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____

Date: 10/31/2018

Will Rice
Project Manager
will.rice@enthalpy.com
(510) 204-2221 Ext 13102

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: **303885**
Client: **Envirocom**
Project: **18-022.04**
Location: **1831 Tarob Court**
Request Date: **10/04/18**
Samples Received: **10/04/18**

This data package contains sample and QC results for seven soil samples, requested for the above referenced project on 10/04/18. The samples were received cold and intact.

Volatile Organics by GC/MS (EPA 8260B):

No analytical problems were encountered.



303885

ENVIROCOM

CHAIN OF CUSTODY

Project Name: Geomax Project No: 18-022.04 Date: 10-3-2018Project Location 1831 Tarob Court, Milpitas Client: Geomax Sampler: Mazyar Hajiaghaj

Sample ID	Date Sampled	Sampling Time	Matrix	N° of Containers	Analysis Requested						Turnaround Time	
					VOCs							
					8260B							
SB6-7	10.3.18		soil	1	X						24-hour Other _____	Normal
SB7-7											24-hour Other _____	Normal
SB8-7											24-hour Other _____	Normal
SB9-7											24-hour Other _____	Normal
SB10-7											24-hour Other _____	Normal
SB11-7											24-hour Other _____	Normal
SB12-7											24-hour Other _____	Normal

NOTES:

Relinquished by	<u>Mazyar Hajiaghaj</u>	Date	<u>10.4.18</u>	Time	<u>15:00</u>	Received by	<u>[Signature]</u>	Date	<u>10-4</u>	Time	<u>1500</u>
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Rel.	<u>[Signature]</u>	<u>10.4</u>	<u>1736</u>	<u>10-4-18</u>	<u>1737</u>
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P.O. Box 28310 • San Jose • California • 95159
Phone (408) 894-9062 • Fax (408) 894-9063

SAMPLE RECEIPT CHECKLIST

Section 1: Login # 303885

Client: Envirocam

Date Received: 10-4-18

Project: 1831 Tarab Court



Section 2: Samples received in a cooler? ☒ Yes, how many? 1 ☐ No (skip Section 3 below)

If no cooler Sample Temp (°C): _____ using IR Gun # ☐ A, or ☐ B

☐ Samples received on ice directly from the field. Cooling process had begun

If in cooler: Date Opened 10-4-18 By (print) TM (sign) TM

Shipping info (if applicable) _____

Are custody seals present? ☒ No, or ☐ Yes. If yes, where? ☐ on cooler, ☐ on samples, ☐ on package

☐ Date: _____ How many _____ ☐ Signature, ☐ Initials, ☐ None

Were custody seals intact upon arrival? ☐ Yes ☐ No ☒ N/A

Section 3:

Important: Notify PM if temperature exceeds 6°C or arrive frozen.

Packing in cooler: (if other, describe) _____

☐ Bubble Wrap, ☐ Foam blocks, ☐ Bags, ☒ None, ☐ Cloth material, ☐ Cardboard, ☐ Styrofoam, ☐ Paper towels

☐ Samples received on ice directly from the field. Cooling process had begun

Type of ice used: ☒ Wet, ☐ Blue/Gel, ☐ None

Temperature blank(s) included? ☐ Yes, ☒ No

Temperature measured using ☐ Thermometer ID: _____, or IR Gun # ☒ A ☐ B

Cooler Temp (°C): #1: 5.9, #2: _____, #3: _____, #4: _____, #5: _____, #6: _____, #7: _____

Section 4:

	YES	NO	N/A
Were custody papers dry, filled out properly, and the project identifiable	☒	☐	☐
Were Method 5035 sampling containers present?	☐	☒	☐
If YES, what time were they transferred to freezer?	☐	☐	☐
Did all bottles arrive unbroken/unopened?	☒	☐	☐
Are there any missing / extra samples?	☐	☒	☐
Are samples in the appropriate containers for indicated tests?	☒	☐	☐
Are sample labels present, in good condition and complete?	☒	☐	☐
Does the container count match the COC?	☒	☐	☐
Do the sample labels agree with custody papers?	☒	☐	☐
Was sufficient amount of sample sent for tests requested?	☒	☐	☐
Did you change the hold time in LIMS for unpreserved VOAs?	☐	☐	☒
Did you change the hold time in LIMS for preserved terracores?	☐	☐	☒
Are bubbles > 6mm absent in VOA samples?	☐	☐	☒
Was the client contacted concerning this sample delivery?	☐	☒	☐
If YES, who was called? _____ By _____ Date: _____	☐	☐	☐

Section 5:

	YES	NO	N/A
Are the samples appropriately preserved? (if N/A, skip the rest of section 5)	☐	☐	☒
Did you check preservatives for all bottles for each sample?	☐	☐	☐
Did you document your preservative check?	☐	☐	☐
pH strip lot# _____, pH strip lot# _____, pH strip lot# _____			
Preservative added:			
☐ H2SO4 lot# _____ added to samples _____ on/at _____			
☐ HCL lot# _____ added to samples _____ on/at _____			
☐ HNO3 lot# _____ added to samples _____ on/at _____			
☐ NaOH lot# _____ added to samples _____ on/at _____			

Section 6:

Explanations/Comments: _____

Date Logged in 10/5/18

By (print) VS

(sign) VS

Date Labeled 10/05/18

By (print) ALW

(sign) ALW

Detections Summary for 303885

Results for any subcontracted analyses are not included in this summary.

Client : Envirocom
Project : 18-022.04
Location : 1831 Tarob Court

Client Sample ID : SB6-7 Laboratory Sample ID : 303885-001

No Detections

Client Sample ID : SB7-7 Laboratory Sample ID : 303885-002

No Detections

Client Sample ID : SB8-7 Laboratory Sample ID : 303885-003

No Detections

Client Sample ID : SB9-7 Laboratory Sample ID : 303885-004

No Detections

Client Sample ID : SB10-7 Laboratory Sample ID : 303885-005

No Detections

Client Sample ID : SB11-7 Laboratory Sample ID : 303885-006

No Detections

Client Sample ID : SB12-7 Laboratory Sample ID : 303885-007

Analyte	Result	Flags	RL	Units	Basis	IDF	Method	Prep Method
Trichloroethene	38		4.6	ug/Kg	As Recd	0.9174	EPA 8260B	EPA 5030B

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB6-7	Diln Fac:	0.9901
Lab ID:	303885-001	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.9	
Chloromethane	ND	9.9	
Vinyl Chloride	ND	9.9	0.9
Bromomethane	ND	9.9	
Chloroethane	ND	9.9	
Trichlorofluoromethane	ND	5.0	
Acetone	ND	20	
Freon 113	ND	5.0	
1,1-Dichloroethene	ND	5.0	
Methylene Chloride	ND	20	
Carbon Disulfide	ND	5.0	
MTBE	ND	5.0	
trans-1,2-Dichloroethene	ND	5.0	
Vinyl Acetate	ND	50	
1,1-Dichloroethane	ND	5.0	
2-Butanone	ND	9.9	
cis-1,2-Dichloroethene	ND	5.0	
2,2-Dichloropropane	ND	5.0	
Chloroform	ND	5.0	
Bromochloromethane	ND	5.0	
1,1,1-Trichloroethane	ND	5.0	
1,1-Dichloropropene	ND	5.0	
Carbon Tetrachloride	ND	5.0	
1,2-Dichloroethane	ND	5.0	
Benzene	ND	5.0	
Trichloroethene	ND	5.0	
1,2-Dichloropropane	ND	5.0	
Bromodichloromethane	ND	5.0	
Dibromomethane	ND	5.0	
4-Methyl-2-Pentanone	ND	9.9	
cis-1,3-Dichloropropene	ND	5.0	
Toluene	ND	5.0	
trans-1,3-Dichloropropene	ND	5.0	
1,1,2-Trichloroethane	ND	5.0	
2-Hexanone	ND	9.9	
1,3-Dichloropropane	ND	5.0	
Tetrachloroethene	ND	5.0	
Dibromochloromethane	ND	5.0	
1,2-Dibromoethane	ND	5.0	
Chlorobenzene	ND	5.0	
1,1,1,2-Tetrachloroethane	ND	5.0	
Ethylbenzene	ND	5.0	
m,p-Xylenes	ND	5.0	
o-Xylene	ND	5.0	
Styrene	ND	5.0	
Bromoform	ND	5.0	
Isopropylbenzene	ND	5.0	
1,1,2,2-Tetrachloroethane	ND	5.0	
1,2,3-Trichloropropane	ND	5.0	
Propylbenzene	ND	5.0	
Bromobenzene	ND	5.0	
1,3,5-Trimethylbenzene	ND	5.0	
2-Chlorotoluene	ND	5.0	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB6-7	Diln Fac:	0.9901
Lab ID:	303885-001	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	5.0	
tert-Butylbenzene	ND	5.0	
1,2,4-Trimethylbenzene	ND	5.0	
sec-Butylbenzene	ND	5.0	
para-Isopropyl Toluene	ND	5.0	
1,3-Dichlorobenzene	ND	5.0	
1,4-Dichlorobenzene	ND	5.0	
n-Butylbenzene	ND	5.0	
1,2-Dichlorobenzene	ND	5.0	
1,2-Dibromo-3-Chloropropane	ND	5.0	
1,2,4-Trichlorobenzene	ND	5.0	
Hexachlorobutadiene	ND	5.0	
Naphthalene	ND	5.0	
1,2,3-Trichlorobenzene	ND	5.0	

Surrogate	%REC	Limits
Dibromofluoromethane	114	79-127
1,2-Dichloroethane-d4	130	73-139
Toluene-d8	101	80-120
Bromofluorobenzene	121	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB7-7	Diln Fac:	1.000
Lab ID:	303885-002	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	10	
Chloromethane	ND	10	
Vinyl Chloride	ND	10	0.9
Bromomethane	ND	10	
Chloroethane	ND	10	
Trichlorofluoromethane	ND	5.0	
Acetone	ND	20	
Freon 113	ND	5.0	
1,1-Dichloroethene	ND	5.0	
Methylene Chloride	ND	20	
Carbon Disulfide	ND	5.0	
MTBE	ND	5.0	
trans-1,2-Dichloroethene	ND	5.0	
Vinyl Acetate	ND	50	
1,1-Dichloroethane	ND	5.0	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	5.0	
2,2-Dichloropropane	ND	5.0	
Chloroform	ND	5.0	
Bromochloromethane	ND	5.0	
1,1,1-Trichloroethane	ND	5.0	
1,1-Dichloropropene	ND	5.0	
Carbon Tetrachloride	ND	5.0	
1,2-Dichloroethane	ND	5.0	
Benzene	ND	5.0	
Trichloroethene	ND	5.0	
1,2-Dichloropropane	ND	5.0	
Bromodichloromethane	ND	5.0	
Dibromomethane	ND	5.0	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	5.0	
Toluene	ND	5.0	
trans-1,3-Dichloropropene	ND	5.0	
1,1,2-Trichloroethane	ND	5.0	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	5.0	
Tetrachloroethene	ND	5.0	
Dibromochloromethane	ND	5.0	
1,2-Dibromoethane	ND	5.0	
Chlorobenzene	ND	5.0	
1,1,1,2-Tetrachloroethane	ND	5.0	
Ethylbenzene	ND	5.0	
m,p-Xylenes	ND	5.0	
o-Xylene	ND	5.0	
Styrene	ND	5.0	
Bromoform	ND	5.0	
Isopropylbenzene	ND	5.0	
1,1,2,2-Tetrachloroethane	ND	5.0	
1,2,3-Trichloropropane	ND	5.0	
Propylbenzene	ND	5.0	
Bromobenzene	ND	5.0	
1,3,5-Trimethylbenzene	ND	5.0	
2-Chlorotoluene	ND	5.0	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB7-7	Diln Fac:	1.000
Lab ID:	303885-002	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	5.0	
tert-Butylbenzene	ND	5.0	
1,2,4-Trimethylbenzene	ND	5.0	
sec-Butylbenzene	ND	5.0	
para-Isopropyl Toluene	ND	5.0	
1,3-Dichlorobenzene	ND	5.0	
1,4-Dichlorobenzene	ND	5.0	
n-Butylbenzene	ND	5.0	
1,2-Dichlorobenzene	ND	5.0	
1,2-Dibromo-3-Chloropropane	ND	5.0	
1,2,4-Trichlorobenzene	ND	5.0	
Hexachlorobutadiene	ND	5.0	
Naphthalene	ND	5.0	
1,2,3-Trichlorobenzene	ND	5.0	

Surrogate	%REC	Limits
Dibromofluoromethane	115	79-127
1,2-Dichloroethane-d4	130	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	123	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB8-7	Diln Fac:	0.8977
Lab ID:	303885-003	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.0	
Chloromethane	ND	9.0	
Vinyl Chloride	ND	9.0	0.8
Bromomethane	ND	9.0	
Chloroethane	ND	9.0	
Trichlorofluoromethane	ND	4.5	
Acetone	ND	18	
Freon 113	ND	4.5	
1,1-Dichloroethene	ND	4.5	
Methylene Chloride	ND	18	
Carbon Disulfide	ND	4.5	
MTBE	ND	4.5	
trans-1,2-Dichloroethene	ND	4.5	
Vinyl Acetate	ND	45	
1,1-Dichloroethane	ND	4.5	
2-Butanone	ND	9.0	
cis-1,2-Dichloroethene	ND	4.5	
2,2-Dichloropropane	ND	4.5	
Chloroform	ND	4.5	
Bromochloromethane	ND	4.5	
1,1,1-Trichloroethane	ND	4.5	
1,1-Dichloropropene	ND	4.5	
Carbon Tetrachloride	ND	4.5	
1,2-Dichloroethane	ND	4.5	
Benzene	ND	4.5	
Trichloroethene	ND	4.5	
1,2-Dichloropropane	ND	4.5	
Bromodichloromethane	ND	4.5	
Dibromomethane	ND	4.5	
4-Methyl-2-Pentanone	ND	9.0	
cis-1,3-Dichloropropene	ND	4.5	
Toluene	ND	4.5	
trans-1,3-Dichloropropene	ND	4.5	
1,1,2-Trichloroethane	ND	4.5	
2-Hexanone	ND	9.0	
1,3-Dichloropropane	ND	4.5	
Tetrachloroethene	ND	4.5	
Dibromochloromethane	ND	4.5	
1,2-Dibromoethane	ND	4.5	
Chlorobenzene	ND	4.5	
1,1,1,2-Tetrachloroethane	ND	4.5	
Ethylbenzene	ND	4.5	
m,p-Xylenes	ND	4.5	
o-Xylene	ND	4.5	
Styrene	ND	4.5	
Bromoform	ND	4.5	
Isopropylbenzene	ND	4.5	
1,1,2,2-Tetrachloroethane	ND	4.5	
1,2,3-Trichloropropane	ND	4.5	
Propylbenzene	ND	4.5	
Bromobenzene	ND	4.5	
1,3,5-Trimethylbenzene	ND	4.5	
2-Chlorotoluene	ND	4.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB8-7	Diln Fac:	0.8977
Lab ID:	303885-003	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	4.5	
tert-Butylbenzene	ND	4.5	
1,2,4-Trimethylbenzene	ND	4.5	
sec-Butylbenzene	ND	4.5	
para-Isopropyl Toluene	ND	4.5	
1,3-Dichlorobenzene	ND	4.5	
1,4-Dichlorobenzene	ND	4.5	
n-Butylbenzene	ND	4.5	
1,2-Dichlorobenzene	ND	4.5	
1,2-Dibromo-3-Chloropropane	ND	4.5	
1,2,4-Trichlorobenzene	ND	4.5	
Hexachlorobutadiene	ND	4.5	
Naphthalene	ND	4.5	
1,2,3-Trichlorobenzene	ND	4.5	

Surrogate	%REC	Limits
Dibromofluoromethane	115	79-127
1,2-Dichloroethane-d4	136	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	120	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB9-7	Diln Fac:	0.9452
Lab ID:	303885-004	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.5	
Chloromethane	ND	9.5	
Vinyl Chloride	ND	9.5	0.9
Bromomethane	ND	9.5	
Chloroethane	ND	9.5	
Trichlorofluoromethane	ND	4.7	
Acetone	ND	19	
Freon 113	ND	4.7	
1,1-Dichloroethene	ND	4.7	
Methylene Chloride	ND	19	
Carbon Disulfide	ND	4.7	
MTBE	ND	4.7	
trans-1,2-Dichloroethene	ND	4.7	
Vinyl Acetate	ND	47	
1,1-Dichloroethane	ND	4.7	
2-Butanone	ND	9.5	
cis-1,2-Dichloroethene	ND	4.7	
2,2-Dichloropropane	ND	4.7	
Chloroform	ND	4.7	
Bromochloromethane	ND	4.7	
1,1,1-Trichloroethane	ND	4.7	
1,1-Dichloropropene	ND	4.7	
Carbon Tetrachloride	ND	4.7	
1,2-Dichloroethane	ND	4.7	
Benzene	ND	4.7	
Trichloroethene	ND	4.7	
1,2-Dichloropropane	ND	4.7	
Bromodichloromethane	ND	4.7	
Dibromomethane	ND	4.7	
4-Methyl-2-Pentanone	ND	9.5	
cis-1,3-Dichloropropene	ND	4.7	
Toluene	ND	4.7	
trans-1,3-Dichloropropene	ND	4.7	
1,1,2-Trichloroethane	ND	4.7	
2-Hexanone	ND	9.5	
1,3-Dichloropropane	ND	4.7	
Tetrachloroethene	ND	4.7	
Dibromochloromethane	ND	4.7	
1,2-Dibromoethane	ND	4.7	
Chlorobenzene	ND	4.7	
1,1,1,2-Tetrachloroethane	ND	4.7	
Ethylbenzene	ND	4.7	
m,p-Xylenes	ND	4.7	
o-Xylene	ND	4.7	
Styrene	ND	4.7	
Bromoform	ND	4.7	
Isopropylbenzene	ND	4.7	
1,1,2,2-Tetrachloroethane	ND	4.7	
1,2,3-Trichloropropane	ND	4.7	
Propylbenzene	ND	4.7	
Bromobenzene	ND	4.7	
1,3,5-Trimethylbenzene	ND	4.7	
2-Chlorotoluene	ND	4.7	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB9-7	Diln Fac:	0.9452
Lab ID:	303885-004	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	4.7	
tert-Butylbenzene	ND	4.7	
1,2,4-Trimethylbenzene	ND	4.7	
sec-Butylbenzene	ND	4.7	
para-Isopropyl Toluene	ND	4.7	
1,3-Dichlorobenzene	ND	4.7	
1,4-Dichlorobenzene	ND	4.7	
n-Butylbenzene	ND	4.7	
1,2-Dichlorobenzene	ND	4.7	
1,2-Dibromo-3-Chloropropane	ND	4.7	
1,2,4-Trichlorobenzene	ND	4.7	
Hexachlorobutadiene	ND	4.7	
Naphthalene	ND	4.7	
1,2,3-Trichlorobenzene	ND	4.7	

Surrogate	%REC	Limits
Dibromofluoromethane	118	79-127
1,2-Dichloroethane-d4	134	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	125	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB10-7	Diln Fac:	0.9416
Lab ID:	303885-005	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.4	
Chloromethane	ND	9.4	
Vinyl Chloride	ND	9.4	0.9
Bromomethane	ND	9.4	
Chloroethane	ND	9.4	
Trichlorofluoromethane	ND	4.7	
Acetone	ND	19	
Freon 113	ND	4.7	
1,1-Dichloroethene	ND	4.7	
Methylene Chloride	ND	19	
Carbon Disulfide	ND	4.7	
MTBE	ND	4.7	
trans-1,2-Dichloroethene	ND	4.7	
Vinyl Acetate	ND	47	
1,1-Dichloroethane	ND	4.7	
2-Butanone	ND	9.4	
cis-1,2-Dichloroethene	ND	4.7	
2,2-Dichloropropane	ND	4.7	
Chloroform	ND	4.7	
Bromochloromethane	ND	4.7	
1,1,1-Trichloroethane	ND	4.7	
1,1-Dichloropropene	ND	4.7	
Carbon Tetrachloride	ND	4.7	
1,2-Dichloroethane	ND	4.7	
Benzene	ND	4.7	
Trichloroethene	ND	4.7	
1,2-Dichloropropane	ND	4.7	
Bromodichloromethane	ND	4.7	
Dibromomethane	ND	4.7	
4-Methyl-2-Pentanone	ND	9.4	
cis-1,3-Dichloropropene	ND	4.7	
Toluene	ND	4.7	
trans-1,3-Dichloropropene	ND	4.7	
1,1,2-Trichloroethane	ND	4.7	
2-Hexanone	ND	9.4	
1,3-Dichloropropane	ND	4.7	
Tetrachloroethene	ND	4.7	
Dibromochloromethane	ND	4.7	
1,2-Dibromoethane	ND	4.7	
Chlorobenzene	ND	4.7	
1,1,1,2-Tetrachloroethane	ND	4.7	
Ethylbenzene	ND	4.7	
m,p-Xylenes	ND	4.7	
o-Xylene	ND	4.7	
Styrene	ND	4.7	
Bromoform	ND	4.7	
Isopropylbenzene	ND	4.7	
1,1,2,2-Tetrachloroethane	ND	4.7	
1,2,3-Trichloropropane	ND	4.7	
Propylbenzene	ND	4.7	
Bromobenzene	ND	4.7	
1,3,5-Trimethylbenzene	ND	4.7	
2-Chlorotoluene	ND	4.7	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB10-7	Diln Fac:	0.9416
Lab ID:	303885-005	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	4.7	
tert-Butylbenzene	ND	4.7	
1,2,4-Trimethylbenzene	ND	4.7	
sec-Butylbenzene	ND	4.7	
para-Isopropyl Toluene	ND	4.7	
1,3-Dichlorobenzene	ND	4.7	
1,4-Dichlorobenzene	ND	4.7	
n-Butylbenzene	ND	4.7	
1,2-Dichlorobenzene	ND	4.7	
1,2-Dibromo-3-Chloropropane	ND	4.7	
1,2,4-Trichlorobenzene	ND	4.7	
Hexachlorobutadiene	ND	4.7	
Naphthalene	ND	4.7	
1,2,3-Trichlorobenzene	ND	4.7	

Surrogate	%REC	Limits
Dibromofluoromethane	116	79-127
1,2-Dichloroethane-d4	138	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	124	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB11-7	Diln Fac:	0.9709
Lab ID:	303885-006	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.7	
Chloromethane	ND	9.7	
Vinyl Chloride	ND	9.7	0.9
Bromomethane	ND	9.7	
Chloroethane	ND	9.7	
Trichlorofluoromethane	ND	4.9	
Acetone	ND	19	
Freon 113	ND	4.9	
1,1-Dichloroethene	ND	4.9	
Methylene Chloride	ND	19	
Carbon Disulfide	ND	4.9	
MTBE	ND	4.9	
trans-1,2-Dichloroethene	ND	4.9	
Vinyl Acetate	ND	49	
1,1-Dichloroethane	ND	4.9	
2-Butanone	ND	9.7	
cis-1,2-Dichloroethene	ND	4.9	
2,2-Dichloropropane	ND	4.9	
Chloroform	ND	4.9	
Bromochloromethane	ND	4.9	
1,1,1-Trichloroethane	ND	4.9	
1,1-Dichloropropene	ND	4.9	
Carbon Tetrachloride	ND	4.9	
1,2-Dichloroethane	ND	4.9	
Benzene	ND	4.9	
Trichloroethene	ND	4.9	
1,2-Dichloropropane	ND	4.9	
Bromodichloromethane	ND	4.9	
Dibromomethane	ND	4.9	
4-Methyl-2-Pentanone	ND	9.7	
cis-1,3-Dichloropropene	ND	4.9	
Toluene	ND	4.9	
trans-1,3-Dichloropropene	ND	4.9	
1,1,2-Trichloroethane	ND	4.9	
2-Hexanone	ND	9.7	
1,3-Dichloropropane	ND	4.9	
Tetrachloroethene	ND	4.9	
Dibromochloromethane	ND	4.9	
1,2-Dibromoethane	ND	4.9	
Chlorobenzene	ND	4.9	
1,1,1,2-Tetrachloroethane	ND	4.9	
Ethylbenzene	ND	4.9	
m,p-Xylenes	ND	4.9	
o-Xylene	ND	4.9	
Styrene	ND	4.9	
Bromoform	ND	4.9	
Isopropylbenzene	ND	4.9	
1,1,2,2-Tetrachloroethane	ND	4.9	
1,2,3-Trichloropropane	ND	4.9	
Propylbenzene	ND	4.9	
Bromobenzene	ND	4.9	
1,3,5-Trimethylbenzene	ND	4.9	
2-Chlorotoluene	ND	4.9	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB11-7	Diln Fac:	0.9709
Lab ID:	303885-006	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	4.9	
tert-Butylbenzene	ND	4.9	
1,2,4-Trimethylbenzene	ND	4.9	
sec-Butylbenzene	ND	4.9	
para-Isopropyl Toluene	ND	4.9	
1,3-Dichlorobenzene	ND	4.9	
1,4-Dichlorobenzene	ND	4.9	
n-Butylbenzene	ND	4.9	
1,2-Dichlorobenzene	ND	4.9	
1,2-Dibromo-3-Chloropropane	ND	4.9	
1,2,4-Trichlorobenzene	ND	4.9	
Hexachlorobutadiene	ND	4.9	
Naphthalene	ND	4.9	
1,2,3-Trichlorobenzene	ND	4.9	

Surrogate	%REC	Limits
Dibromofluoromethane	118	79-127
1,2-Dichloroethane-d4	137	73-139
Toluene-d8	101	80-120
Bromofluorobenzene	121	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB12-7	Diln Fac:	0.9174
Lab ID:	303885-007	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
Freon 12	ND	9.2	
Chloromethane	ND	9.2	
Vinyl Chloride	ND	9.2	0.9
Bromomethane	ND	9.2	
Chloroethane	ND	9.2	
Trichlorofluoromethane	ND	4.6	
Acetone	ND	18	
Freon 113	ND	4.6	
1,1-Dichloroethene	ND	4.6	
Methylene Chloride	ND	18	
Carbon Disulfide	ND	4.6	
MTBE	ND	4.6	
trans-1,2-Dichloroethene	ND	4.6	
Vinyl Acetate	ND	46	
1,1-Dichloroethane	ND	4.6	
2-Butanone	ND	9.2	
cis-1,2-Dichloroethene	ND	4.6	
2,2-Dichloropropane	ND	4.6	
Chloroform	ND	4.6	
Bromochloromethane	ND	4.6	
1,1,1-Trichloroethane	ND	4.6	
1,1-Dichloropropene	ND	4.6	
Carbon Tetrachloride	ND	4.6	
1,2-Dichloroethane	ND	4.6	
Benzene	ND	4.6	
Trichloroethene	38	4.6	
1,2-Dichloropropane	ND	4.6	
Bromodichloromethane	ND	4.6	
Dibromomethane	ND	4.6	
4-Methyl-2-Pentanone	ND	9.2	
cis-1,3-Dichloropropene	ND	4.6	
Toluene	ND	4.6	
trans-1,3-Dichloropropene	ND	4.6	
1,1,2-Trichloroethane	ND	4.6	
2-Hexanone	ND	9.2	
1,3-Dichloropropane	ND	4.6	
Tetrachloroethene	ND	4.6	
Dibromochloromethane	ND	4.6	
1,2-Dibromoethane	ND	4.6	
Chlorobenzene	ND	4.6	
1,1,1,2-Tetrachloroethane	ND	4.6	
Ethylbenzene	ND	4.6	
m,p-Xylenes	ND	4.6	
o-Xylene	ND	4.6	
Styrene	ND	4.6	
Bromoform	ND	4.6	
Isopropylbenzene	ND	4.6	
1,1,2,2-Tetrachloroethane	ND	4.6	
1,2,3-Trichloropropane	ND	4.6	
Propylbenzene	ND	4.6	
Bromobenzene	ND	4.6	
1,3,5-Trimethylbenzene	ND	4.6	
2-Chlorotoluene	ND	4.6	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB12-7	Diln Fac:	0.9174
Lab ID:	303885-007	Batch#:	264429
Matrix:	Soil	Sampled:	10/03/18
Units:	ug/Kg	Received:	10/04/18
Basis:	as received	Analyzed:	10/11/18

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	4.6	
tert-Butylbenzene	ND	4.6	
1,2,4-Trimethylbenzene	ND	4.6	
sec-Butylbenzene	ND	4.6	
para-Isopropyl Toluene	ND	4.6	
1,3-Dichlorobenzene	ND	4.6	
1,4-Dichlorobenzene	ND	4.6	
n-Butylbenzene	ND	4.6	
1,2-Dichlorobenzene	ND	4.6	
1,2-Dibromo-3-Chloropropane	ND	4.6	
1,2,4-Trichlorobenzene	ND	4.6	
Hexachlorobutadiene	ND	4.6	
Naphthalene	ND	4.6	
1,2,3-Trichlorobenzene	ND	4.6	

Surrogate	%REC	Limits
Dibromofluoromethane	117	79-127
1,2-Dichloroethane-d4	138	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	123	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	SB9-7	Batch#:	264429
MSS Lab ID:	303885-004	Sampled:	10/03/18
Matrix:	Soil	Received:	10/04/18
Units:	ug/Kg	Analyzed:	10/11/18
Basis:	as received		

Type: MS Diln Fac: 0.9940
Lab ID: QC951340

Analyte	MSS Result	Spiked	Result	%REC	Limits
1,1-Dichloroethene	<0.8881	49.70	47.39	95	67-137
Benzene	<0.8528	49.70	35.21	71	60-123
Trichloroethene	<0.7894	49.70	45.44	91	51-143
Toluene	<0.6723	49.70	39.98	80	53-120
Chlorobenzene	<0.6485	49.70	37.52	75	48-120

Surrogate	%REC	Limits
Dibromofluoromethane	119	79-127
1,2-Dichloroethane-d4	137	73-139
Toluene-d8	101	80-120
Bromofluorobenzene	119	80-127

Type: MSD Diln Fac: 0.9823
Lab ID: QC951341

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
1,1-Dichloroethene	49.12	58.52	119	67-137	22	36
Benzene	49.12	40.91	83	60-123	16	34
Trichloroethene	49.12	53.93	110	51-143	18	37
Toluene	49.12	47.30	96	53-120	18	34
Chlorobenzene	49.12	45.00	92	48-120	19	36

Surrogate	%REC	Limits
Dibromofluoromethane	117	79-127
1,2-Dichloroethane-d4	135	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	120	80-127

RPD= Relative Percent Difference

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC951342	Batch#:	264429
Matrix:	Soil	Analyzed:	10/11/18
Units:	ug/Kg		

Analyte	Result	RL	MDL
Freon 12	ND	10	
Chloromethane	ND	10	
Vinyl Chloride	ND	10	0.9
Bromomethane	ND	10	
Chloroethane	ND	10	
Trichlorofluoromethane	ND	5.0	
Acetone	ND	20	
Freon 113	ND	5.0	
1,1-Dichloroethene	ND	5.0	
Methylene Chloride	ND	20	
Carbon Disulfide	ND	5.0	
MTBE	ND	5.0	
trans-1,2-Dichloroethene	ND	5.0	
Vinyl Acetate	ND	50	
1,1-Dichloroethane	ND	5.0	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	5.0	
2,2-Dichloropropane	ND	5.0	
Chloroform	ND	5.0	
Bromochloromethane	ND	5.0	
1,1,1-Trichloroethane	ND	5.0	
1,1-Dichloropropene	ND	5.0	
Carbon Tetrachloride	ND	5.0	
1,2-Dichloroethane	ND	5.0	
Benzene	ND	5.0	
Trichloroethene	ND	5.0	
1,2-Dichloropropane	ND	5.0	
Bromodichloromethane	ND	5.0	
Dibromomethane	ND	5.0	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	5.0	
Toluene	ND	5.0	
trans-1,3-Dichloropropene	ND	5.0	
1,1,2-Trichloroethane	ND	5.0	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	5.0	
Tetrachloroethene	ND	5.0	
Dibromochloromethane	ND	5.0	
1,2-Dibromoethane	ND	5.0	
Chlorobenzene	ND	5.0	
1,1,1,2-Tetrachloroethane	ND	5.0	
Ethylbenzene	ND	5.0	
m,p-Xylenes	ND	5.0	
o-Xylene	ND	5.0	
Styrene	ND	5.0	
Bromoform	ND	5.0	
Isopropylbenzene	ND	5.0	
1,1,2,2-Tetrachloroethane	ND	5.0	
1,2,3-Trichloropropane	ND	5.0	
Propylbenzene	ND	5.0	
Bromobenzene	ND	5.0	
1,3,5-Trimethylbenzene	ND	5.0	
2-Chlorotoluene	ND	5.0	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC951342	Batch#:	264429
Matrix:	Soil	Analyzed:	10/11/18
Units:	ug/Kg		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	5.0	
tert-Butylbenzene	ND	5.0	
1,2,4-Trimethylbenzene	ND	5.0	
sec-Butylbenzene	ND	5.0	
para-Isopropyl Toluene	ND	5.0	
1,3-Dichlorobenzene	ND	5.0	
1,4-Dichlorobenzene	ND	5.0	
n-Butylbenzene	ND	5.0	
1,2-Dichlorobenzene	ND	5.0	
1,2-Dibromo-3-Chloropropane	ND	5.0	
1,2,4-Trichlorobenzene	ND	5.0	
Hexachlorobutadiene	ND	5.0	
Naphthalene	ND	5.0	
1,2,3-Trichlorobenzene	ND	5.0	

Surrogate	%REC	Limits
Dibromofluoromethane	110	79-127
1,2-Dichloroethane-d4	122	73-139
Toluene-d8	102	80-120
Bromofluorobenzene	122	80-127

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303885	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Type:	LCS	Diln Fac:	1.000
Lab ID:	QC951379	Batch#:	264429
Matrix:	Soil	Analyzed:	10/11/18
Units:	ug/Kg		

Analyte	Spiked	Result	%REC	Limits
1,1-Dichloroethene	25.00	27.84	111	68-140
Benzene	25.00	22.28	89	74-123
Trichloroethene	25.00	28.20	113	72-125
Toluene	25.00	25.79	103	73-121
Chlorobenzene	25.00	26.94	108	76-123

Surrogate	%REC	Limits
Dibromofluoromethane	114	79-127
1,2-Dichloroethane-d4	124	73-139
Toluene-d8	103	80-120
Bromofluorobenzene	118	80-127



ENTHALPY

ANALYTICAL



Enthalpy Analytical

2323 Fifth Street, Berkeley, CA 94710, Phone (510) 486-0900

Laboratory Job Number 303884 ANALYTICAL REPORT

Envirocom
800 Charcot Avenue
San Jose, CA 95131

Project : 18-022.04
Location : 1831 Tarob Court
Level : II

Sample ID

W6
W7
W8
W9
W10

Lab ID

303884-001
303884-002
303884-003
303884-004
303884-005

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the following signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

Signature: _____

Will Rice
Project Manager
will.rice@enthalpy.com
(510) 204-2221 Ext 13102

Date: 10/31/2018

CA ELAP# 2896, NELAP# 4044-001

CASE NARRATIVE

Laboratory number: **303884**
Client: **Envirocom**
Project: **18-022.04**
Location: **1831 Tarob Court**
Request Date: **10/04/18**
Samples Received: **10/04/18**

This data package contains sample and QC results for five water samples, requested for the above referenced project on 10/04/18. The samples were received cold and intact.

Volatile Organics by GC/MS (EPA 8260B):

W7 (lab # 303884-002) had pH greater than 2. No other analytical problems were encountered.



ENVIROCOM

303884

CHAIN OF CUSTODY

Project Name: Geomax Project No: 18-022.04 Date: 10-3-2018
Project Location: 1831 Tarob Court, Milpitas Client: Geomax Sampler: Mazyar Hajiaghahi

Sample ID	Date Sampled	Sampling Time	Matrix	N° of Containers	Analysis Requested						Turnaround Time	
					VOLs 8260B							
W6	10.4.18		Water	3	X						24-hour Other _____	Normal
W7	10.3.18										24-hour Other _____	Normal
W8	10.3.18										24-hour Other _____	Normal
W9	10.4.18										24-hour Other _____	Normal
W10	10.4.18										24-hour Other _____	Normal
											24-hour Other _____	Normal
											24-hour Other _____	Normal

NOTES:

Relinquished by M. Hajiaghahi Date 10.4.18 Time 15:00 Received by [Signature] Date 10-4 Time 1500
Rel [Signature] 10-4 1736 10-4-18 1737

P.O. Box 28310 • San Jose • California • 95159
Phone (408) 894-9062 • Fax (408) 894-9063

SAMPLE RECEIPT CHECKLIST

Section 1: Login # 303884

Client: Envirocom

Date Received: 10-4-18

Project: 1831 Tarbo Court.



Section 2: Samples received in a cooler? ☒ Yes, how many? 1 ☐ No (skip Section 3 below)

If no cooler Sample Temp (°C): _____ using IR Gun # ☐ A, or ☐ B

☐ Samples received on ice directly from the field. Cooling process had begun

If in cooler: Date Opened 10-4-18 By (print) TM (sign) TM

Shipping info (if applicable) _____

Are custody seals present? ☒ No, or ☐ Yes. If yes, where? ☐ on cooler, ☐ on samples, ☐ on package

☐ Date: _____ How many _____ ☐ Signature, ☐ Initials, ☐ None

Were custody seals intact upon arrival? ☐ Yes ☐ No ☒ N/A

Section 3:

Important: Notify PM if temperature exceeds 6°C or arrive frozen.

Packing in cooler: (if other, describe) _____

☐ Bubble Wrap, ☐ Foam blocks, ☐ Bags, ☒ None, ☐ Cloth material, ☐ Cardboard, ☐ Styrofoam, ☐ Paper towels

☐ Samples received on ice directly from the field. Cooling process had begun

Type of ice used: ☒ Wet, ☐ Blue/Gel, ☐ None

Temperature blank(s) included? ☐ Yes, ☒ No

Temperature measured using ☐ Thermometer ID: _____, or IR Gun # ☒ A ☐ B

Cooler Temp (°C): #1: 5.9, #2: _____, #3: _____, #4: _____, #5: _____, #6: _____, #7: _____

Section 4:

Were custody papers dry, filled out properly, and the project identifiable

YES NO N/A

Were Method 5035 sampling containers present?

If YES, what time were they transferred to freezer? _____

Did all bottles arrive unbroken/unopened?

Are there any missing / extra samples?

Are samples in the appropriate containers for indicated tests?

Are sample labels present, in good condition and complete?

Does the container count match the COC?

Do the sample labels agree with custody papers?

Was sufficient amount of sample sent for tests requested?

Did you change the hold time in LIMS for unpreserved VOAs?

Did you change the hold time in LIMS for preserved terracores?

Are bubbles > 6mm absent in VOA samples?

Was the client contacted concerning this sample delivery?

If YES, who was called? _____

By _____

Date: _____

Section 5:

Are the samples appropriately preserved? (if N/A, skip the rest of section 5)

YES NO N/A

Did you check preservatives for all bottles for each sample?

Did you document your preservative check?

pH strip lot# _____, pH strip lot# _____, pH strip lot# _____

Preservative added:

☐ H2SO4 lot# _____ added to samples _____ on/at _____

☐ HCL lot# _____ added to samples _____ on/at _____

☐ HNO3 lot# _____ added to samples _____ on/at _____

☐ NaOH lot# _____ added to samples _____ on/at _____

Section 6:

Explanations/Comments: _____

Date Logged in 10/5/18

Date Labeled 10-05-18

By (print) VC

(sign) VC

By (print) ALW

(sign) ALW

Detections Summary for 303884

Results for any subcontracted analyses are not included in this summary.

Client : Envirocom
Project : 18-022.04
Location : 1831 Tarob Court

Client Sample ID : W6 Laboratory Sample ID : 303884-001

Analyte	Result	Flags	RL	MDL	Units	Basis	IDF	Method	Prep Method
trans-1,2-Dichloroethene	2.2		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
cis-1,2-Dichloroethene	5.3		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
Trichloroethene	6.4		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Client Sample ID : W7 Laboratory Sample ID : 303884-002

Analyte	Result	Flags	RL	MDL	Units	Basis	IDF	Method	Prep Method
Vinyl Chloride	0.3	J	0.5	0.1	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
trans-1,2-Dichloroethene	4.5		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
cis-1,2-Dichloroethene	13		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
Trichloroethene	15		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Client Sample ID : W8 Laboratory Sample ID : 303884-003

Analyte	Result	Flags	RL	MDL	Units	Basis	IDF	Method	Prep Method
Vinyl Chloride	0.3	J	0.5	0.1	ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
trans-1,2-Dichloroethene	4.1		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
cis-1,2-Dichloroethene	12		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
Trichloroethene	14		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Client Sample ID : W9 Laboratory Sample ID : 303884-004

Analyte	Result	Flags	RL	MDL	Units	Basis	IDF	Method	Prep Method
trans-1,2-Dichloroethene	0.5		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
cis-1,2-Dichloroethene	1.7		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B
Trichloroethene	0.7		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

Client Sample ID : W10 Laboratory Sample ID : 303884-005

Analyte	Result	Flags	RL	MDL	Units	Basis	IDF	Method	Prep Method
cis-1,2-Dichloroethene	1.9		0.5		ug/L	As Recd	1.000	EPA 8260B	EPA 5030B

J = Estimated value

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W6	Batch#:	264353
Lab ID:	303884-001	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	2.2	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	5.3	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	6.4	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W6	Batch#:	264353
Lab ID:	303884-001	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	105	80-120
1,2-Dichloroethane-d4	107	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	100	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W7	Batch#:	264353
Lab ID:	303884-002	Sampled:	10/03/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	0.3 J	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	4.5	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	13	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	15	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

J= Estimated value
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W7	Batch#:	264353
Lab ID:	303884-002	Sampled:	10/03/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	101	80-120
1,2-Dichloroethane-d4	107	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	98	80-120

J= Estimated value
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W8	Batch#:	264353
Lab ID:	303884-003	Sampled:	10/03/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	0.3 J	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	4.1	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	12	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	14	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	

J= Estimated value
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

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Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W8	Batch#:	264353
Lab ID:	303884-003	Sampled:	10/03/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
2-Chlorotoluene	ND	0.5	
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	102	80-120
1,2-Dichloroethane-d4	107	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	98	80-120

J= Estimated value
 ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W9	Batch#:	264353
Lab ID:	303884-004	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	0.5	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	1.7	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	0.7	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W9	Batch#:	264353
Lab ID:	303884-004	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	104	80-120
1,2-Dichloroethane-d4	107	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	98	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
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Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W10	Batch#:	264353
Lab ID:	303884-005	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	1.9	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Purgeable Organics by GC/MS

Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	W10	Batch#:	264353
Lab ID:	303884-005	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	103	80-120
1,2-Dichloroethane-d4	108	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	99	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit
 Page 2 of 2

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Matrix:	Water	Batch#:	264353
Units:	ug/L	Analyzed:	10/09/18
Diln Fac:	1.000		

Type: BS Lab ID: QC951029

Analyte	Spiked	Result	%REC	Limits
1,1-Dichloroethene	12.50	11.69	94	70-132
Benzene	12.50	11.70	94	77-124
Trichloroethene	12.50	11.44	92	75-121
Toluene	12.50	11.34	91	78-121
Chlorobenzene	12.50	11.75	94	80-120

Surrogate	%REC	Limits
Dibromofluoromethane	101	80-120
1,2-Dichloroethane-d4	105	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	98	80-120

Type: BSD Lab ID: QC951030

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
1,1-Dichloroethene	12.50	11.86	95	70-132	1	22
Benzene	12.50	11.75	94	77-124	0	20
Trichloroethene	12.50	11.56	92	75-121	1	20
Toluene	12.50	11.64	93	78-121	3	20
Chlorobenzene	12.50	11.88	95	80-120	1	20

Surrogate	%REC	Limits
Dibromofluoromethane	101	80-120
1,2-Dichloroethane-d4	104	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	97	80-120

RPD= Relative Percent Difference

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC951031	Batch#:	264353
Matrix:	Water	Analyzed:	10/09/18
Units:	ug/L		

Analyte	Result	RL	MDL
Freon 12	ND	1.0	
Chloromethane	ND	1.0	
Vinyl Chloride	ND	0.5	0.1
Bromomethane	ND	1.0	
Chloroethane	ND	1.0	
Trichlorofluoromethane	ND	1.0	
Acetone	ND	10	
Freon 113	ND	2.0	
1,1-Dichloroethene	ND	0.5	
Methylene Chloride	ND	10	
Carbon Disulfide	ND	0.5	
MTBE	ND	0.5	
trans-1,2-Dichloroethene	ND	0.5	
Vinyl Acetate	ND	10	
1,1-Dichloroethane	ND	0.5	
2-Butanone	ND	10	
cis-1,2-Dichloroethene	ND	0.5	
2,2-Dichloropropane	ND	0.5	
Chloroform	ND	0.5	
Bromochloromethane	ND	0.5	
1,1,1-Trichloroethane	ND	0.5	
1,1-Dichloropropene	ND	0.5	
Carbon Tetrachloride	ND	0.5	
1,2-Dichloroethane	ND	0.5	
Benzene	ND	0.5	
Trichloroethene	ND	0.5	
1,2-Dichloropropane	ND	0.5	
Bromodichloromethane	ND	0.5	
Dibromomethane	ND	0.5	
4-Methyl-2-Pentanone	ND	10	
cis-1,3-Dichloropropene	ND	0.5	
Toluene	ND	0.5	
trans-1,3-Dichloropropene	ND	0.5	
1,1,2-Trichloroethane	ND	0.5	
2-Hexanone	ND	10	
1,3-Dichloropropane	ND	0.5	
Tetrachloroethene	ND	0.5	
Dibromochloromethane	ND	0.5	
1,2-Dibromoethane	ND	0.5	
Chlorobenzene	ND	0.5	
1,1,1,2-Tetrachloroethane	ND	0.5	
Ethylbenzene	ND	0.5	
m,p-Xylenes	ND	0.5	
o-Xylene	ND	0.5	
Styrene	ND	0.5	
Bromoform	ND	1.0	
Isopropylbenzene	ND	0.5	
1,1,2,2-Tetrachloroethane	ND	0.5	
1,2,3-Trichloropropane	ND	0.5	
Propylbenzene	ND	0.5	
Bromobenzene	ND	0.5	
1,3,5-Trimethylbenzene	ND	0.5	
2-Chlorotoluene	ND	0.5	

ND= Not Detected

RL= Reporting Limit

MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Type:	BLANK	Diln Fac:	1.000
Lab ID:	QC951031	Batch#:	264353
Matrix:	Water	Analyzed:	10/09/18
Units:	ug/L		

Analyte	Result	RL	MDL
4-Chlorotoluene	ND	0.5	
tert-Butylbenzene	ND	0.5	
1,2,4-Trimethylbenzene	ND	0.5	
sec-Butylbenzene	ND	0.5	
para-Isopropyl Toluene	ND	0.5	
1,3-Dichlorobenzene	ND	0.5	
1,4-Dichlorobenzene	ND	0.5	
n-Butylbenzene	ND	0.5	
1,2-Dichlorobenzene	ND	0.5	
1,2-Dibromo-3-Chloropropane	ND	2.0	
1,2,4-Trichlorobenzene	ND	0.5	
Hexachlorobutadiene	ND	2.0	
Naphthalene	ND	2.0	
1,2,3-Trichlorobenzene	ND	0.5	

Surrogate	%REC	Limits
Dibromofluoromethane	104	80-120
1,2-Dichloroethane-d4	105	80-135
Toluene-d8	98	80-120
Bromofluorobenzene	98	80-120

ND= Not Detected
 RL= Reporting Limit
 MDL= Method Detection Limit

Batch QC Report

Purgeable Organics by GC/MS			
Lab #:	303884	Location:	1831 Tarob Court
Client:	Envirocom	Prep:	EPA 5030B
Project#:	18-022.04	Analysis:	EPA 8260B
Field ID:	ZZZZZZZZZZ	Batch#:	264353
MSS Lab ID:	303882-003	Sampled:	10/04/18
Matrix:	Water	Received:	10/04/18
Units:	ug/L	Analyzed:	10/10/18
Diln Fac:	1.000		

Type: MS Lab ID: QC951044

Analyte	MSS Result	Spiked	Result	%REC	Limits
1,1-Dichloroethene	<0.1591	12.50	9.747	78	65-138
Benzene	<0.1000	12.50	9.693	78	71-128
Trichloroethene	0.3013	12.50	9.655	75	56-136
Toluene	1.817	12.50	10.71	71	69-125
Chlorobenzene	<0.1000	12.50	9.616	77	70-122

Surrogate	%REC	Limits
Dibromofluoromethane	101	80-120
1,2-Dichloroethane-d4	106	80-135
Toluene-d8	97	80-120
Bromofluorobenzene	96	80-120

Type: MSD Lab ID: QC951045

Analyte	Spiked	Result	%REC	Limits	RPD	Lim
1,1-Dichloroethene	12.50	10.70	86	65-138	9	45
Benzene	12.50	10.73	86	71-128	10	45
Trichloroethene	12.50	10.49	82	56-136	8	44
Toluene	12.50	11.79	80	69-125	10	45
Chlorobenzene	12.50	10.59	85	70-122	10	45

Surrogate	%REC	Limits
Dibromofluoromethane	101	80-120
1,2-Dichloroethane-d4	105	80-135
Toluene-d8	97	80-120
Bromofluorobenzene	96	80-120

RPD= Relative Percent Difference

10/23/2018
Mr. Mitch Hajiaghia
Envirocom
PO Box 28310

San Jose CA 95131

Project Name: 1831 Tarob Court
Project #: 18-022.04
Workorder #: 1810366A

Dear Mr. Mitch Hajiaghia

The following report includes the data for the above referenced project for sample(s) received on 10/16/2018 at Air Toxics Ltd.

The data and associated QC analyzed by TO-15 are compliant with the project requirements or laboratory criteria with the exception of the deviations noted in the attached case narrative.

Thank you for choosing Eurofins Air Toxics Inc. for your air analysis needs. Eurofins Air Toxics Inc. is committed to providing accurate data of the highest quality. Please feel free to contact the Project Manager: Sarah Westerman at 916-985-1000 if you have any questions regarding the data in this report.

Regards,



Sarah Westerman
Project Manager

WORK ORDER #: 1810366A

Work Order Summary

CLIENT: Mr. Mitch Hajiaghia
Envirocom
PO Box 28310
San Jose, CA 95131

BILL TO: Mr. Mitch Hajiaghia
Envirocom
PO Box 28310
San Jose, CA 95131

PHONE: 408-894-9062

P.O. #

FAX:

PROJECT # 18-022.04 1831 Tarob Court

DATE RECEIVED: 10/16/2018

CONTACT: Sarah Westerman

DATE COMPLETED: 10/23/2018

<u>FRACTION #</u>	<u>NAME</u>	<u>TEST</u>	<u>RECEIPT VAC./PRES.</u>	<u>FINAL PRESSURE</u>
01A	SG6 (1831 Tarob Ct.)	TO-15	3.5 "Hg	14.7 psi
02A	SG7 (1831 Tarob Ct.)	TO-15	5.1 "Hg	15.1 psi
03A	SG8 (1831 Tarob Ct.)	TO-15	3.9 "Hg	15.5 psi
04A	SG9 (1831 Tarob Ct.)	TO-15	12.6 "Hg	14.8 psi
05A	SG10 (1831 Tarob Ct.)	TO-15	4.1 "Hg	14.9 psi
06A	SG11 (1831 Tarob Ct.)	TO-15	3.7 "Hg	15.1 psi
07A	SG12 (1831 Tarob Ct.)	TO-15	17.8 "Hg	15.3 psi
08A	Lab Blank	TO-15	NA	NA
09A	CCV	TO-15	NA	NA
10A	LCS	TO-15	NA	NA
10AA	LCSD	TO-15	NA	NA

CERTIFIED BY:



Technical Director

DATE: 10/23/18

Certification numbers: AZ Licensure AZ0775, NJ NELAP - CA016, NY NELAP - 11291,
TX NELAP - T104704434-15-9, UT NELAP CA0093332015-6, VA NELAP - 8113, WA NELAP - C935
Name of Accreditation Body: NELAP/ORELAP (Oregon Environmental Laboratory Accreditation Program)
Accreditation number: CA300005, Effective date: 10/18/2015, Expiration date: 10/17/2016.

Eurofins Air Toxics Inc.. certifies that the test results contained in this report meet all requirements of the NELAC standards

This report shall not be reproduced, except in full, without the written approval of Eurofins Air Toxics, Inc.

180 BLUE RAVINE ROAD, SUITE B FOLSOM, CA - 95630
(916) 985-1000 . (800) 985-5955 . FAX (916) 985-1020

LABORATORY NARRATIVE
EPA Method TO-15
Envirocom
Workorder# 1810366A

Seven 1 Liter Summa Canister samples were received on October 16, 2018. The laboratory performed analysis via EPA Method TO-15 using GC/MS in the full scan mode.

This workorder was independently validated prior to submittal using 'USEPA National Functional Guidelines' as generally applied to the analysis of volatile organic compounds in air. A rules-based, logic driven, independent validation engine was employed to assess completeness, evaluate pass/fail of relevant project quality control requirements and verification of all quantified amounts.

Receiving Notes

The Chain of Custody (COC) was not relinquished properly. A time was not provided by the field sampler.

Sample SG12 (1831 Tarob Ct.) was received with significant vacuum remaining in the canister. The residual canister vacuum resulted in elevated reporting limits.

Analytical Notes

Dilution was performed on sample SG12 (1831 Tarob Ct.) due to the presence of high level target species.

Definition of Data Qualifying Flags

Ten qualifiers may have been used on the data analysis sheets and indicates as follows:

B - Compound present in laboratory blank greater than reporting limit (background subtraction not performed).

J - Estimated value.

E - Exceeds instrument calibration range.

S - Saturated peak.

Q - Exceeds quality control limits.

U - Compound analyzed for but not detected above the reporting limit, LOD, or MDL value. See data page for project specific U-flag definition.

UJ- Non-detected compound associated with low bias in the CCV

N - The identification is based on presumptive evidence.

M - Reported value may be biased due to apparent matrix interferences.

CN - See Case Narrative.

File extensions may have been used on the data analysis sheets and indicates as follows:

a-File was requantified

b-File was quantified by a second column and detector

r1-File was requantified for the purpose of reissue



Air Toxics

Summary of Detected Compounds EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: SG6 (1831 Tarob Ct.)

Lab ID#: 1810366A-01A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Acetone	11	18	27	42
Carbon Disulfide	4.5	23	14	71
trans-1,2-Dichloroethene	1.1	4.9	4.5	20
Hexane	1.1	18	4.0	65
2-Butanone (Methyl Ethyl Ketone)	4.5	5.0	13	15
cis-1,2-Dichloroethene	1.1	5.2	4.5	20
Cyclohexane	1.1	12	3.9	42
Benzene	1.1	5.8	3.6	19
Heptane	1.1	12	4.6	50
Trichloroethene	1.1	18	6.1	96
Toluene	1.1	5.3	4.2	20
Ethyl Benzene	1.1	1.4	4.9	6.0
m,p-Xylene	1.1	6.0	4.9	26
o-Xylene	1.1	3.2	4.9	14
1,2,4-Trimethylbenzene	1.1	1.9	5.6	9.2
1,3-Dichlorobenzene	1.1	7.3	6.8	44

Client Sample ID: SG7 (1831 Tarob Ct.)

Lab ID#: 1810366A-02A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Acetone	12	36	29	86
Carbon Disulfide	4.9	82	15	250
Hexane	1.2	49	4.3	170
2-Butanone (Methyl Ethyl Ketone)	4.9	5.6	14	16
cis-1,2-Dichloroethene	1.2	2.0	4.8	8.1
Cyclohexane	1.2	17	4.2	58
2,2,4-Trimethylpentane	1.2	3.0	5.7	14
Benzene	1.2	5.2	3.9	16
Heptane	1.2	25	5.0	100
Trichloroethene	1.2	31	6.6	160
Toluene	1.2	16	4.6	60
Ethyl Benzene	1.2	33	5.3	140



Air Toxics

Summary of Detected Compounds EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: SG7 (1831 Tarob Ct.)**Lab ID#: 1810366A-02A**

m,p-Xylene	1.2	140	5.3	620
o-Xylene	1.2	47	5.3	200
4-Ethyltoluene	1.2	1.5	6.0	7.4
1,3,5-Trimethylbenzene	1.2	1.8	6.0	8.9
1,2,4-Trimethylbenzene	1.2	3.8	6.0	19
1,3-Dichlorobenzene	1.2	8.6	7.3	52

Client Sample ID: SG8 (1831 Tarob Ct.)**Lab ID#: 1810366A-03A**

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Acetone	12	38	28	92
Carbon Disulfide	4.7	21	15	66
Hexane	1.2	3.6	4.2	13
Cyclohexane	1.2	3.1	4.1	11
Benzene	1.2	3.4	3.8	11
Heptane	1.2	3.4	4.8	14
Toluene	1.2	6.1	4.4	23
Ethyl Benzene	1.2	3.6	5.1	16
m,p-Xylene	1.2	13	5.1	56
o-Xylene	1.2	4.4	5.1	19
1,2,4-Trimethylbenzene	1.2	1.8	5.8	8.8
1,3-Dichlorobenzene	1.2	8.2	7.1	49

Client Sample ID: SG9 (1831 Tarob Ct.)**Lab ID#: 1810366A-04A**

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Acetone	17	27	41	65
Carbon Disulfide	6.9	39	22	120
Hexane	1.7	5.8	6.1	21
Benzene	1.7	2.5	5.5	7.9
Heptane	1.7	3.7	7.1	15
4-Methyl-2-pentanone	1.7	2.4	7.1	9.7

Summary of Detected Compounds EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: SG9 (1831 Tarob Ct.)

Lab ID#: 1810366A-04A

Toluene	1.7	5.7	6.5	22
Ethyl Benzene	1.7	3.6	7.5	16
m,p-Xylene	1.7	12	7.5	52
o-Xylene	1.7	5.3	7.5	23
1,2,4-Trimethylbenzene	1.7	2.3	8.5	12
1,3-Dichlorobenzene	1.7	6.2	10	38

Client Sample ID: SG10 (1831 Tarob Ct.)

Lab ID#: 1810366A-05A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Ethanol	4.7	17	8.8	32
Freon 113	1.2	1.5	8.9	12
Acetone	12	32	28	75
Carbon Disulfide	4.7	16	14	51
Hexane	1.2	1.2	4.1	4.4
2-Butanone (Methyl Ethyl Ketone)	4.7	5.1	14	15
Cyclohexane	1.2	1.4	4.0	4.8
Benzene	1.2	2.2	3.7	7.0
Heptane	1.2	2.1	4.8	8.5
4-Methyl-2-pentanone	1.2	2.7	4.8	11
Toluene	1.2	4.6	4.4	17
Tetrachloroethene	1.2	1.7	7.9	12
Ethyl Benzene	1.2	5.2	5.0	22
m,p-Xylene	1.2	25	5.0	110
o-Xylene	1.2	8.5	5.0	37

Client Sample ID: SG11 (1831 Tarob Ct.)

Lab ID#: 1810366A-06A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Acetone	12	25	27	59
Carbon Disulfide	4.6	7.2	14	22
Hexane	1.2	31	4.1	110

Summary of Detected Compounds

EPA METHOD TO-15 GC/MS FULL SCAN

Client Sample ID: SG11 (1831 Tarob Ct.)

Lab ID#: 1810366A-06A

2-Butanone (Methyl Ethyl Ketone)	4.6	5.4	14	16
Cyclohexane	1.2	16	4.0	54
Benzene	1.2	9.1	3.7	29
Heptane	1.2	32	4.7	130
Toluene	1.2	7.8	4.4	30
m,p-Xylene	1.2	3.5	5.0	15
o-Xylene	1.2	1.7	5.0	7.4
1,3,5-Trimethylbenzene	1.2	1.5	5.7	7.5
1,2,4-Trimethylbenzene	1.2	2.4	5.7	12
1,3-Dichlorobenzene	1.2	1.3	6.9	8.0

Client Sample ID: SG12 (1831 Tarob Ct.)

Lab ID#: 1810366A-07A

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Carbon Disulfide	25	190	78	580
Hexane	6.2	140	22	500
cis-1,2-Dichloroethene	6.2	54	25	210
Cyclohexane	6.2	74	22	250
Benzene	6.2	17	20	55
Heptane	6.2	37	26	150
Trichloroethene	6.2	1300	34	7000
4-Methyl-2-pentanone	6.2	7.5	26	31
Toluene	6.2	29	24	110
m,p-Xylene	6.2	15	27	66
o-Xylene	6.2	6.4	27	28
1,2,4-Trimethylbenzene	6.2	14	31	67
1,3-Dichlorobenzene	6.2	10	38	60



Air Toxics

Client Sample ID: SG6 (1831 Tarob Ct.)

Lab ID#: 1810366A-01A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101907	Date of Collection:	10/4/18 9:03:00 AM
Dil. Factor:	2.26	Date of Analysis:	10/19/18 11:39 AM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.1	Not Detected	5.6	Not Detected
Freon 114	1.1	Not Detected	7.9	Not Detected
Chloromethane	11	Not Detected	23	Not Detected
Vinyl Chloride	1.1	Not Detected	2.9	Not Detected
1,3-Butadiene	1.1	Not Detected	2.5	Not Detected
Bromomethane	11	Not Detected	44	Not Detected
Chloroethane	4.5	Not Detected	12	Not Detected
Freon 11	1.1	Not Detected	6.3	Not Detected
Ethanol	4.5	Not Detected	8.5	Not Detected
Freon 113	1.1	Not Detected	8.7	Not Detected
1,1-Dichloroethene	1.1	Not Detected	4.5	Not Detected
Acetone	11	18	27	42
2-Propanol	4.5	Not Detected	11	Not Detected
Carbon Disulfide	4.5	23	14	71
3-Chloropropene	4.5	Not Detected	14	Not Detected
Methylene Chloride	11	Not Detected	39	Not Detected
Methyl tert-butyl ether	4.5	Not Detected	16	Not Detected
trans-1,2-Dichloroethene	1.1	4.9	4.5	20
Hexane	1.1	18	4.0	65
1,1-Dichloroethane	1.1	Not Detected	4.6	Not Detected
2-Butanone (Methyl Ethyl Ketone)	4.5	5.0	13	15
cis-1,2-Dichloroethene	1.1	5.2	4.5	20
Tetrahydrofuran	1.1	Not Detected	3.3	Not Detected
Chloroform	1.1	Not Detected	5.5	Not Detected
1,1,1-Trichloroethane	1.1	Not Detected	6.2	Not Detected
Cyclohexane	1.1	12	3.9	42
Carbon Tetrachloride	1.1	Not Detected	7.1	Not Detected
2,2,4-Trimethylpentane	1.1	Not Detected	5.3	Not Detected
Benzene	1.1	5.8	3.6	19
1,2-Dichloroethane	1.1	Not Detected	4.6	Not Detected
Heptane	1.1	12	4.6	50
Trichloroethene	1.1	18	6.1	96
1,2-Dichloropropane	1.1	Not Detected	5.2	Not Detected
1,4-Dioxane	4.5	Not Detected	16	Not Detected
Bromodichloromethane	1.1	Not Detected	7.6	Not Detected
cis-1,3-Dichloropropene	1.1	Not Detected	5.1	Not Detected
4-Methyl-2-pentanone	1.1	Not Detected	4.6	Not Detected
Toluene	1.1	5.3	4.2	20
trans-1,3-Dichloropropene	1.1	Not Detected	5.1	Not Detected
1,1,2-Trichloroethane	1.1	Not Detected	6.2	Not Detected
Tetrachloroethene	1.1	Not Detected	7.7	Not Detected
2-Hexanone	4.5	Not Detected	18	Not Detected

Client Sample ID: SG6 (1831 Tarob Ct.)

Lab ID#: 1810366A-01A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101907	Date of Collection:	10/4/18 9:03:00 AM
Dil. Factor:	2.26	Date of Analysis:	10/19/18 11:39 AM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.1	Not Detected	9.6	Not Detected
1,2-Dibromoethane (EDB)	1.1	Not Detected	8.7	Not Detected
Chlorobenzene	1.1	Not Detected	5.2	Not Detected
Ethyl Benzene	1.1	1.4	4.9	6.0
m,p-Xylene	1.1	6.0	4.9	26
o-Xylene	1.1	3.2	4.9	14
Styrene	1.1	Not Detected	4.8	Not Detected
Bromoform	1.1	Not Detected	12	Not Detected
Cumene	1.1	Not Detected	5.6	Not Detected
1,1,2,2-Tetrachloroethane	1.1	Not Detected	7.8	Not Detected
Propylbenzene	1.1	Not Detected	5.6	Not Detected
4-Ethyltoluene	1.1	Not Detected	5.6	Not Detected
1,3,5-Trimethylbenzene	1.1	Not Detected	5.6	Not Detected
1,2,4-Trimethylbenzene	1.1	1.9	5.6	9.2
1,3-Dichlorobenzene	1.1	7.3	6.8	44
1,4-Dichlorobenzene	1.1	Not Detected	6.8	Not Detected
alpha-Chlorotoluene	1.1	Not Detected	5.8	Not Detected
1,2-Dichlorobenzene	1.1	Not Detected	6.8	Not Detected
1,2,4-Trichlorobenzene	4.5	Not Detected	34	Not Detected
Hexachlorobutadiene	4.5	Not Detected	48	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	98	70-130
1,2-Dichloroethane-d4	107	70-130
4-Bromofluorobenzene	102	70-130



Air Toxics

Client Sample ID: SG7 (1831 Tarob Ct.)

Lab ID#: 1810366A-02A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name: j101908
Dil. Factor: 2.44

Date of Collection: 10/4/18 9:35:00 AM
Date of Analysis: 10/19/18 12:06 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.2	Not Detected	6.0	Not Detected
Freon 114	1.2	Not Detected	8.5	Not Detected
Chloromethane	12	Not Detected	25	Not Detected
Vinyl Chloride	1.2	Not Detected	3.1	Not Detected
1,3-Butadiene	1.2	Not Detected	2.7	Not Detected
Bromomethane	12	Not Detected	47	Not Detected
Chloroethane	4.9	Not Detected	13	Not Detected
Freon 11	1.2	Not Detected	6.8	Not Detected
Ethanol	4.9	Not Detected	9.2	Not Detected
Freon 113	1.2	Not Detected	9.4	Not Detected
1,1-Dichloroethene	1.2	Not Detected	4.8	Not Detected
Acetone	12	36	29	86
2-Propanol	4.9	Not Detected	12	Not Detected
Carbon Disulfide	4.9	82	15	250
3-Chloropropene	4.9	Not Detected	15	Not Detected
Methylene Chloride	12	Not Detected	42	Not Detected
Methyl tert-butyl ether	4.9	Not Detected	18	Not Detected
trans-1,2-Dichloroethene	1.2	Not Detected	4.8	Not Detected
Hexane	1.2	49	4.3	170
1,1-Dichloroethane	1.2	Not Detected	4.9	Not Detected
2-Butanone (Methyl Ethyl Ketone)	4.9	5.6	14	16
cis-1,2-Dichloroethene	1.2	2.0	4.8	8.1
Tetrahydrofuran	1.2	Not Detected	3.6	Not Detected
Chloroform	1.2	Not Detected	6.0	Not Detected
1,1,1-Trichloroethane	1.2	Not Detected	6.6	Not Detected
Cyclohexane	1.2	17	4.2	58
Carbon Tetrachloride	1.2	Not Detected	7.7	Not Detected
2,2,4-Trimethylpentane	1.2	3.0	5.7	14
Benzene	1.2	5.2	3.9	16
1,2-Dichloroethane	1.2	Not Detected	4.9	Not Detected
Heptane	1.2	25	5.0	100
Trichloroethene	1.2	31	6.6	160
1,2-Dichloropropane	1.2	Not Detected	5.6	Not Detected
1,4-Dioxane	4.9	Not Detected	18	Not Detected
Bromodichloromethane	1.2	Not Detected	8.2	Not Detected
cis-1,3-Dichloropropene	1.2	Not Detected	5.5	Not Detected
4-Methyl-2-pentanone	1.2	Not Detected	5.0	Not Detected
Toluene	1.2	16	4.6	60
trans-1,3-Dichloropropene	1.2	Not Detected	5.5	Not Detected
1,1,2-Trichloroethane	1.2	Not Detected	6.6	Not Detected
Tetrachloroethene	1.2	Not Detected	8.3	Not Detected
2-Hexanone	4.9	Not Detected	20	Not Detected

Client Sample ID: SG7 (1831 Tarob Ct.)

Lab ID#: 1810366A-02A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101908	Date of Collection:	10/4/18 9:35:00 AM
Dil. Factor:	2.44	Date of Analysis:	10/19/18 12:06 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.2	Not Detected	10	Not Detected
1,2-Dibromoethane (EDB)	1.2	Not Detected	9.4	Not Detected
Chlorobenzene	1.2	Not Detected	5.6	Not Detected
Ethyl Benzene	1.2	33	5.3	140
m,p-Xylene	1.2	140	5.3	620
o-Xylene	1.2	47	5.3	200
Styrene	1.2	Not Detected	5.2	Not Detected
Bromoform	1.2	Not Detected	13	Not Detected
Cumene	1.2	Not Detected	6.0	Not Detected
1,1,2,2-Tetrachloroethane	1.2	Not Detected	8.4	Not Detected
Propylbenzene	1.2	Not Detected	6.0	Not Detected
4-Ethyltoluene	1.2	1.5	6.0	7.4
1,3,5-Trimethylbenzene	1.2	1.8	6.0	8.9
1,2,4-Trimethylbenzene	1.2	3.8	6.0	19
1,3-Dichlorobenzene	1.2	8.6	7.3	52
1,4-Dichlorobenzene	1.2	Not Detected	7.3	Not Detected
alpha-Chlorotoluene	1.2	Not Detected	6.3	Not Detected
1,2-Dichlorobenzene	1.2	Not Detected	7.3	Not Detected
1,2,4-Trichlorobenzene	4.9	Not Detected	36	Not Detected
Hexachlorobutadiene	4.9	Not Detected	52	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	106	70-130
1,2-Dichloroethane-d4	107	70-130
4-Bromofluorobenzene	99	70-130



Air Toxics

Client Sample ID: SG8 (1831 Tarob Ct.)

Lab ID#: 1810366A-03A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101909	Date of Collection:	10/4/18 10:00:00 AM
Dil. Factor:	2.36	Date of Analysis:	10/19/18 12:32 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.2	Not Detected	5.8	Not Detected
Freon 114	1.2	Not Detected	8.2	Not Detected
Chloromethane	12	Not Detected	24	Not Detected
Vinyl Chloride	1.2	Not Detected	3.0	Not Detected
1,3-Butadiene	1.2	Not Detected	2.6	Not Detected
Bromomethane	12	Not Detected	46	Not Detected
Chloroethane	4.7	Not Detected	12	Not Detected
Freon 11	1.2	Not Detected	6.6	Not Detected
Ethanol	4.7	Not Detected	8.9	Not Detected
Freon 113	1.2	Not Detected	9.0	Not Detected
1,1-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Acetone	12	38	28	92
2-Propanol	4.7	Not Detected	12	Not Detected
Carbon Disulfide	4.7	21	15	66
3-Chloropropene	4.7	Not Detected	15	Not Detected
Methylene Chloride	12	Not Detected	41	Not Detected
Methyl tert-butyl ether	4.7	Not Detected	17	Not Detected
trans-1,2-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Hexane	1.2	3.6	4.2	13
1,1-Dichloroethane	1.2	Not Detected	4.8	Not Detected
2-Butanone (Methyl Ethyl Ketone)	4.7	Not Detected	14	Not Detected
cis-1,2-Dichloroethene	1.2	Not Detected	4.7	Not Detected
Tetrahydrofuran	1.2	Not Detected	3.5	Not Detected
Chloroform	1.2	Not Detected	5.8	Not Detected
1,1,1-Trichloroethane	1.2	Not Detected	6.4	Not Detected
Cyclohexane	1.2	3.1	4.1	11
Carbon Tetrachloride	1.2	Not Detected	7.4	Not Detected
2,2,4-Trimethylpentane	1.2	Not Detected	5.5	Not Detected
Benzene	1.2	3.4	3.8	11
1,2-Dichloroethane	1.2	Not Detected	4.8	Not Detected
Heptane	1.2	3.4	4.8	14
Trichloroethene	1.2	Not Detected	6.3	Not Detected
1,2-Dichloropropane	1.2	Not Detected	5.4	Not Detected
1,4-Dioxane	4.7	Not Detected	17	Not Detected
Bromodichloromethane	1.2	Not Detected	7.9	Not Detected
cis-1,3-Dichloropropene	1.2	Not Detected	5.4	Not Detected
4-Methyl-2-pentanone	1.2	Not Detected	4.8	Not Detected
Toluene	1.2	6.1	4.4	23
trans-1,3-Dichloropropene	1.2	Not Detected	5.4	Not Detected
1,1,2-Trichloroethane	1.2	Not Detected	6.4	Not Detected
Tetrachloroethene	1.2	Not Detected	8.0	Not Detected
2-Hexanone	4.7	Not Detected	19	Not Detected

Client Sample ID: SG8 (1831 Tarob Ct.)

Lab ID#: 1810366A-03A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101909	Date of Collection:	10/4/18 10:00:00 AM
Dil. Factor:	2.36	Date of Analysis:	10/19/18 12:32 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.2	Not Detected	10	Not Detected
1,2-Dibromoethane (EDB)	1.2	Not Detected	9.1	Not Detected
Chlorobenzene	1.2	Not Detected	5.4	Not Detected
Ethyl Benzene	1.2	3.6	5.1	16
m,p-Xylene	1.2	13	5.1	56
o-Xylene	1.2	4.4	5.1	19
Styrene	1.2	Not Detected	5.0	Not Detected
Bromoform	1.2	Not Detected	12	Not Detected
Cumene	1.2	Not Detected	5.8	Not Detected
1,1,2,2-Tetrachloroethane	1.2	Not Detected	8.1	Not Detected
Propylbenzene	1.2	Not Detected	5.8	Not Detected
4-Ethyltoluene	1.2	Not Detected	5.8	Not Detected
1,3,5-Trimethylbenzene	1.2	Not Detected	5.8	Not Detected
1,2,4-Trimethylbenzene	1.2	1.8	5.8	8.8
1,3-Dichlorobenzene	1.2	8.2	7.1	49
1,4-Dichlorobenzene	1.2	Not Detected	7.1	Not Detected
alpha-Chlorotoluene	1.2	Not Detected	6.1	Not Detected
1,2-Dichlorobenzene	1.2	Not Detected	7.1	Not Detected
1,2,4-Trichlorobenzene	4.7	Not Detected	35	Not Detected
Hexachlorobutadiene	4.7	Not Detected	50	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	104	70-130
1,2-Dichloroethane-d4	111	70-130
4-Bromofluorobenzene	99	70-130



Air Toxics

Client Sample ID: SG9 (1831 Tarob Ct.)

Lab ID#: 1810366A-04A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101910	Date of Collection:	10/4/18 12:35:00 PM
Dil. Factor:	3.46	Date of Analysis:	10/19/18 12:59 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.7	Not Detected	8.6	Not Detected
Freon 114	1.7	Not Detected	12	Not Detected
Chloromethane	17	Not Detected	36	Not Detected
Vinyl Chloride	1.7	Not Detected	4.4	Not Detected
1,3-Butadiene	1.7	Not Detected	3.8	Not Detected
Bromomethane	17	Not Detected	67	Not Detected
Chloroethane	6.9	Not Detected	18	Not Detected
Freon 11	1.7	Not Detected	9.7	Not Detected
Ethanol	6.9	Not Detected	13	Not Detected
Freon 113	1.7	Not Detected	13	Not Detected
1,1-Dichloroethene	1.7	Not Detected	6.8	Not Detected
Acetone	17	27	41	65
2-Propanol	6.9	Not Detected	17	Not Detected
Carbon Disulfide	6.9	39	22	120
3-Chloropropene	6.9	Not Detected	22	Not Detected
Methylene Chloride	17	Not Detected	60	Not Detected
Methyl tert-butyl ether	6.9	Not Detected	25	Not Detected
trans-1,2-Dichloroethene	1.7	Not Detected	6.8	Not Detected
Hexane	1.7	5.8	6.1	21
1,1-Dichloroethane	1.7	Not Detected	7.0	Not Detected
2-Butanone (Methyl Ethyl Ketone)	6.9	Not Detected	20	Not Detected
cis-1,2-Dichloroethene	1.7	Not Detected	6.8	Not Detected
Tetrahydrofuran	1.7	Not Detected	5.1	Not Detected
Chloroform	1.7	Not Detected	8.4	Not Detected
1,1,1-Trichloroethane	1.7	Not Detected	9.4	Not Detected
Cyclohexane	1.7	Not Detected	6.0	Not Detected
Carbon Tetrachloride	1.7	Not Detected	11	Not Detected
2,2,4-Trimethylpentane	1.7	Not Detected	8.1	Not Detected
Benzene	1.7	2.5	5.5	7.9
1,2-Dichloroethane	1.7	Not Detected	7.0	Not Detected
Heptane	1.7	3.7	7.1	15
Trichloroethene	1.7	Not Detected	9.3	Not Detected
1,2-Dichloropropane	1.7	Not Detected	8.0	Not Detected
1,4-Dioxane	6.9	Not Detected	25	Not Detected
Bromodichloromethane	1.7	Not Detected	12	Not Detected
cis-1,3-Dichloropropene	1.7	Not Detected	7.8	Not Detected
4-Methyl-2-pentanone	1.7	2.4	7.1	9.7
Toluene	1.7	5.7	6.5	22
trans-1,3-Dichloropropene	1.7	Not Detected	7.8	Not Detected
1,1,2-Trichloroethane	1.7	Not Detected	9.4	Not Detected
Tetrachloroethene	1.7	Not Detected	12	Not Detected
2-Hexanone	6.9	Not Detected	28	Not Detected



Air Toxics

Client Sample ID: SG9 (1831 Tarob Ct.)

Lab ID#: 1810366A-04A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101910	Date of Collection:	10/4/18 12:35:00 PM
Dil. Factor:	3.46	Date of Analysis:	10/19/18 12:59 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.7	Not Detected	15	Not Detected
1,2-Dibromoethane (EDB)	1.7	Not Detected	13	Not Detected
Chlorobenzene	1.7	Not Detected	8.0	Not Detected
Ethyl Benzene	1.7	3.6	7.5	16
m,p-Xylene	1.7	12	7.5	52
o-Xylene	1.7	5.3	7.5	23
Styrene	1.7	Not Detected	7.4	Not Detected
Bromoform	1.7	Not Detected	18	Not Detected
Cumene	1.7	Not Detected	8.5	Not Detected
1,1,2,2-Tetrachloroethane	1.7	Not Detected	12	Not Detected
Propylbenzene	1.7	Not Detected	8.5	Not Detected
4-Ethyltoluene	1.7	Not Detected	8.5	Not Detected
1,3,5-Trimethylbenzene	1.7	Not Detected	8.5	Not Detected
1,2,4-Trimethylbenzene	1.7	2.3	8.5	12
1,3-Dichlorobenzene	1.7	6.2	10	38
1,4-Dichlorobenzene	1.7	Not Detected	10	Not Detected
alpha-Chlorotoluene	1.7	Not Detected	9.0	Not Detected
1,2-Dichlorobenzene	1.7	Not Detected	10	Not Detected
1,2,4-Trichlorobenzene	6.9	Not Detected	51	Not Detected
Hexachlorobutadiene	6.9	Not Detected	74	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	104	70-130
1,2-Dichloroethane-d4	114	70-130
4-Bromofluorobenzene	96	70-130



Air Toxics

Client Sample ID: SG10 (1831 Tarob Ct.)

Lab ID#: 1810366A-05A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101911	Date of Collection:	10/4/18 10:58:00 AM
Dil. Factor:	2.33	Date of Analysis:	10/19/18 01:26 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.2	Not Detected	5.8	Not Detected
Freon 114	1.2	Not Detected	8.1	Not Detected
Chloromethane	12	Not Detected	24	Not Detected
Vinyl Chloride	1.2	Not Detected	3.0	Not Detected
1,3-Butadiene	1.2	Not Detected	2.6	Not Detected
Bromomethane	12	Not Detected	45	Not Detected
Chloroethane	4.7	Not Detected	12	Not Detected
Freon 11	1.2	Not Detected	6.5	Not Detected
Ethanol	4.7	17	8.8	32
Freon 113	1.2	1.5	8.9	12
1,1-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Acetone	12	32	28	75
2-Propanol	4.7	Not Detected	11	Not Detected
Carbon Disulfide	4.7	16	14	51
3-Chloropropene	4.7	Not Detected	14	Not Detected
Methylene Chloride	12	Not Detected	40	Not Detected
Methyl tert-butyl ether	4.7	Not Detected	17	Not Detected
trans-1,2-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Hexane	1.2	1.2	4.1	4.4
1,1-Dichloroethane	1.2	Not Detected	4.7	Not Detected
2-Butanone (Methyl Ethyl Ketone)	4.7	5.1	14	15
cis-1,2-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Tetrahydrofuran	1.2	Not Detected	3.4	Not Detected
Chloroform	1.2	Not Detected	5.7	Not Detected
1,1,1-Trichloroethane	1.2	Not Detected	6.4	Not Detected
Cyclohexane	1.2	1.4	4.0	4.8
Carbon Tetrachloride	1.2	Not Detected	7.3	Not Detected
2,2,4-Trimethylpentane	1.2	Not Detected	5.4	Not Detected
Benzene	1.2	2.2	3.7	7.0
1,2-Dichloroethane	1.2	Not Detected	4.7	Not Detected
Heptane	1.2	2.1	4.8	8.5
Trichloroethene	1.2	Not Detected	6.3	Not Detected
1,2-Dichloropropane	1.2	Not Detected	5.4	Not Detected
1,4-Dioxane	4.7	Not Detected	17	Not Detected
Bromodichloromethane	1.2	Not Detected	7.8	Not Detected
cis-1,3-Dichloropropene	1.2	Not Detected	5.3	Not Detected
4-Methyl-2-pentanone	1.2	2.7	4.8	11
Toluene	1.2	4.6	4.4	17
trans-1,3-Dichloropropene	1.2	Not Detected	5.3	Not Detected
1,1,2-Trichloroethane	1.2	Not Detected	6.4	Not Detected
Tetrachloroethene	1.2	1.7	7.9	12
2-Hexanone	4.7	Not Detected	19	Not Detected



Air Toxics

Client Sample ID: SG10 (1831 Tarob Ct.)

Lab ID#: 1810366A-05A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101911	Date of Collection:	10/4/18 10:58:00 AM
Dil. Factor:	2.33	Date of Analysis:	10/19/18 01:26 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.2	Not Detected	9.9	Not Detected
1,2-Dibromoethane (EDB)	1.2	Not Detected	9.0	Not Detected
Chlorobenzene	1.2	Not Detected	5.4	Not Detected
Ethyl Benzene	1.2	5.2	5.0	22
m,p-Xylene	1.2	25	5.0	110
o-Xylene	1.2	8.5	5.0	37
Styrene	1.2	Not Detected	5.0	Not Detected
Bromoform	1.2	Not Detected	12	Not Detected
Cumene	1.2	Not Detected	5.7	Not Detected
1,1,2,2-Tetrachloroethane	1.2	Not Detected	8.0	Not Detected
Propylbenzene	1.2	Not Detected	5.7	Not Detected
4-Ethyltoluene	1.2	Not Detected	5.7	Not Detected
1,3,5-Trimethylbenzene	1.2	Not Detected	5.7	Not Detected
1,2,4-Trimethylbenzene	1.2	Not Detected	5.7	Not Detected
1,3-Dichlorobenzene	1.2	Not Detected	7.0	Not Detected
1,4-Dichlorobenzene	1.2	Not Detected	7.0	Not Detected
alpha-Chlorotoluene	1.2	Not Detected	6.0	Not Detected
1,2-Dichlorobenzene	1.2	Not Detected	7.0	Not Detected
1,2,4-Trichlorobenzene	4.7	Not Detected	34	Not Detected
Hexachlorobutadiene	4.7	Not Detected	50	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	107	70-130
1,2-Dichloroethane-d4	108	70-130
4-Bromofluorobenzene	99	70-130



Air Toxics

Client Sample ID: SG11 (1831 Tarob Ct.)

Lab ID#: 1810366A-06A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101916	Date of Collection:	10/4/18 11:35:00 AM
Dil. Factor:	2.31	Date of Analysis:	10/19/18 04:37 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	1.2	Not Detected	5.7	Not Detected
Freon 114	1.2	Not Detected	8.1	Not Detected
Chloromethane	12	Not Detected	24	Not Detected
Vinyl Chloride	1.2	Not Detected	3.0	Not Detected
1,3-Butadiene	1.2	Not Detected	2.6	Not Detected
Bromomethane	12	Not Detected	45	Not Detected
Chloroethane	4.6	Not Detected	12	Not Detected
Freon 11	1.2	Not Detected	6.5	Not Detected
Ethanol	4.6	Not Detected	8.7	Not Detected
Freon 113	1.2	Not Detected	8.8	Not Detected
1,1-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Acetone	12	25	27	59
2-Propanol	4.6	Not Detected	11	Not Detected
Carbon Disulfide	4.6	7.2	14	22
3-Chloropropene	4.6	Not Detected	14	Not Detected
Methylene Chloride	12	Not Detected	40	Not Detected
Methyl tert-butyl ether	4.6	Not Detected	17	Not Detected
trans-1,2-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Hexane	1.2	31	4.1	110
1,1-Dichloroethane	1.2	Not Detected	4.7	Not Detected
2-Butanone (Methyl Ethyl Ketone)	4.6	5.4	14	16
cis-1,2-Dichloroethene	1.2	Not Detected	4.6	Not Detected
Tetrahydrofuran	1.2	Not Detected	3.4	Not Detected
Chloroform	1.2	Not Detected	5.6	Not Detected
1,1,1-Trichloroethane	1.2	Not Detected	6.3	Not Detected
Cyclohexane	1.2	16	4.0	54
Carbon Tetrachloride	1.2	Not Detected	7.3	Not Detected
2,2,4-Trimethylpentane	1.2	Not Detected	5.4	Not Detected
Benzene	1.2	9.1	3.7	29
1,2-Dichloroethane	1.2	Not Detected	4.7	Not Detected
Heptane	1.2	32	4.7	130
Trichloroethene	1.2	Not Detected	6.2	Not Detected
1,2-Dichloropropane	1.2	Not Detected	5.3	Not Detected
1,4-Dioxane	4.6	Not Detected	17	Not Detected
Bromodichloromethane	1.2	Not Detected	7.7	Not Detected
cis-1,3-Dichloropropene	1.2	Not Detected	5.2	Not Detected
4-Methyl-2-pentanone	1.2	Not Detected	4.7	Not Detected
Toluene	1.2	7.8	4.4	30
trans-1,3-Dichloropropene	1.2	Not Detected	5.2	Not Detected
1,1,2-Trichloroethane	1.2	Not Detected	6.3	Not Detected
Tetrachloroethene	1.2	Not Detected	7.8	Not Detected
2-Hexanone	4.6	Not Detected	19	Not Detected



Air Toxics

Client Sample ID: SG11 (1831 Tarob Ct.)

Lab ID#: 1810366A-06A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101916	Date of Collection:	10/4/18 11:35:00 AM
Dil. Factor:	2.31	Date of Analysis:	10/19/18 04:37 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	1.2	Not Detected	9.8	Not Detected
1,2-Dibromoethane (EDB)	1.2	Not Detected	8.9	Not Detected
Chlorobenzene	1.2	Not Detected	5.3	Not Detected
Ethyl Benzene	1.2	Not Detected	5.0	Not Detected
m,p-Xylene	1.2	3.5	5.0	15
o-Xylene	1.2	1.7	5.0	7.4
Styrene	1.2	Not Detected	4.9	Not Detected
Bromoform	1.2	Not Detected	12	Not Detected
Cumene	1.2	Not Detected	5.7	Not Detected
1,1,2,2-Tetrachloroethane	1.2	Not Detected	7.9	Not Detected
Propylbenzene	1.2	Not Detected	5.7	Not Detected
4-Ethyltoluene	1.2	Not Detected	5.7	Not Detected
1,3,5-Trimethylbenzene	1.2	1.5	5.7	7.5
1,2,4-Trimethylbenzene	1.2	2.4	5.7	12
1,3-Dichlorobenzene	1.2	1.3	6.9	8.0
1,4-Dichlorobenzene	1.2	Not Detected	6.9	Not Detected
alpha-Chlorotoluene	1.2	Not Detected	6.0	Not Detected
1,2-Dichlorobenzene	1.2	Not Detected	6.9	Not Detected
1,2,4-Trichlorobenzene	4.6	Not Detected	34	Not Detected
Hexachlorobutadiene	4.6	Not Detected	49	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	105	70-130
1,2-Dichloroethane-d4	111	70-130
4-Bromofluorobenzene	98	70-130



Air Toxics

Client Sample ID: SG12 (1831 Tarob Ct.)

Lab ID#: 1810366A-07A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101917	Date of Collection:	10/4/18 1:40:00 PM
Dil. Factor:	12.5	Date of Analysis:	10/19/18 05:03 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	6.2	Not Detected	31	Not Detected
Freon 114	6.2	Not Detected	44	Not Detected
Chloromethane	62	Not Detected	130	Not Detected
Vinyl Chloride	6.2	Not Detected	16	Not Detected
1,3-Butadiene	6.2	Not Detected	14	Not Detected
Bromomethane	62	Not Detected	240	Not Detected
Chloroethane	25	Not Detected	66	Not Detected
Freon 11	6.2	Not Detected	35	Not Detected
Ethanol	25	Not Detected	47	Not Detected
Freon 113	6.2	Not Detected	48	Not Detected
1,1-Dichloroethene	6.2	Not Detected	25	Not Detected
Acetone	62	Not Detected	150	Not Detected
2-Propanol	25	Not Detected	61	Not Detected
Carbon Disulfide	25	190	78	580
3-Chloropropene	25	Not Detected	78	Not Detected
Methylene Chloride	62	Not Detected	220	Not Detected
Methyl tert-butyl ether	25	Not Detected	90	Not Detected
trans-1,2-Dichloroethene	6.2	Not Detected	25	Not Detected
Hexane	6.2	140	22	500
1,1-Dichloroethane	6.2	Not Detected	25	Not Detected
2-Butanone (Methyl Ethyl Ketone)	25	Not Detected	74	Not Detected
cis-1,2-Dichloroethene	6.2	54	25	210
Tetrahydrofuran	6.2	Not Detected	18	Not Detected
Chloroform	6.2	Not Detected	30	Not Detected
1,1,1-Trichloroethane	6.2	Not Detected	34	Not Detected
Cyclohexane	6.2	74	22	250
Carbon Tetrachloride	6.2	Not Detected	39	Not Detected
2,2,4-Trimethylpentane	6.2	Not Detected	29	Not Detected
Benzene	6.2	17	20	55
1,2-Dichloroethane	6.2	Not Detected	25	Not Detected
Heptane	6.2	37	26	150
Trichloroethene	6.2	1300	34	7000
1,2-Dichloropropane	6.2	Not Detected	29	Not Detected
1,4-Dioxane	25	Not Detected	90	Not Detected
Bromodichloromethane	6.2	Not Detected	42	Not Detected
cis-1,3-Dichloropropene	6.2	Not Detected	28	Not Detected
4-Methyl-2-pentanone	6.2	7.5	26	31
Toluene	6.2	29	24	110
trans-1,3-Dichloropropene	6.2	Not Detected	28	Not Detected
1,1,2-Trichloroethane	6.2	Not Detected	34	Not Detected
Tetrachloroethene	6.2	Not Detected	42	Not Detected
2-Hexanone	25	Not Detected	100	Not Detected



Air Toxics

Client Sample ID: SG12 (1831 Tarob Ct.)

Lab ID#: 1810366A-07A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101917	Date of Collection:	10/4/18 1:40:00 PM
Dil. Factor:	12.5	Date of Analysis:	10/19/18 05:03 PM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	6.2	Not Detected	53	Not Detected
1,2-Dibromoethane (EDB)	6.2	Not Detected	48	Not Detected
Chlorobenzene	6.2	Not Detected	29	Not Detected
Ethyl Benzene	6.2	Not Detected	27	Not Detected
m,p-Xylene	6.2	15	27	66
o-Xylene	6.2	6.4	27	28
Styrene	6.2	Not Detected	27	Not Detected
Bromoform	6.2	Not Detected	65	Not Detected
Cumene	6.2	Not Detected	31	Not Detected
1,1,2,2-Tetrachloroethane	6.2	Not Detected	43	Not Detected
Propylbenzene	6.2	Not Detected	31	Not Detected
4-Ethyltoluene	6.2	Not Detected	31	Not Detected
1,3,5-Trimethylbenzene	6.2	Not Detected	31	Not Detected
1,2,4-Trimethylbenzene	6.2	14	31	67
1,3-Dichlorobenzene	6.2	10	38	60
1,4-Dichlorobenzene	6.2	Not Detected	38	Not Detected
alpha-Chlorotoluene	6.2	Not Detected	32	Not Detected
1,2-Dichlorobenzene	6.2	Not Detected	38	Not Detected
1,2,4-Trichlorobenzene	25	Not Detected	180	Not Detected
Hexachlorobutadiene	25	Not Detected	270	Not Detected

Container Type: 1 Liter Summa Canister

Surrogates	%Recovery	Method Limits
Toluene-d8	101	70-130
1,2-Dichloroethane-d4	106	70-130
4-Bromofluorobenzene	99	70-130



Air Toxics

Client Sample ID: Lab Blank

Lab ID#: 1810366A-08A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name: j101906
Dil. Factor: 1.00

Date of Collection: NA
Date of Analysis: 10/19/18 10:05 AM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Freon 12	0.50	Not Detected	2.5	Not Detected
Freon 114	0.50	Not Detected	3.5	Not Detected
Chloromethane	5.0	Not Detected	10	Not Detected
Vinyl Chloride	0.50	Not Detected	1.3	Not Detected
1,3-Butadiene	0.50	Not Detected	1.1	Not Detected
Bromomethane	5.0	Not Detected	19	Not Detected
Chloroethane	2.0	Not Detected	5.3	Not Detected
Freon 11	0.50	Not Detected	2.8	Not Detected
Ethanol	2.0	Not Detected	3.8	Not Detected
Freon 113	0.50	Not Detected	3.8	Not Detected
1,1-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Acetone	5.0	Not Detected	12	Not Detected
2-Propanol	2.0	Not Detected	4.9	Not Detected
Carbon Disulfide	2.0	Not Detected	6.2	Not Detected
3-Chloropropene	2.0	Not Detected	6.3	Not Detected
Methylene Chloride	5.0	Not Detected	17	Not Detected
Methyl tert-butyl ether	2.0	Not Detected	7.2	Not Detected
trans-1,2-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Hexane	0.50	Not Detected	1.8	Not Detected
1,1-Dichloroethane	0.50	Not Detected	2.0	Not Detected
2-Butanone (Methyl Ethyl Ketone)	2.0	Not Detected	5.9	Not Detected
cis-1,2-Dichloroethene	0.50	Not Detected	2.0	Not Detected
Tetrahydrofuran	0.50	Not Detected	1.5	Not Detected
Chloroform	0.50	Not Detected	2.4	Not Detected
1,1,1-Trichloroethane	0.50	Not Detected	2.7	Not Detected
Cyclohexane	0.50	Not Detected	1.7	Not Detected
Carbon Tetrachloride	0.50	Not Detected	3.1	Not Detected
2,2,4-Trimethylpentane	0.50	Not Detected	2.3	Not Detected
Benzene	0.50	Not Detected	1.6	Not Detected
1,2-Dichloroethane	0.50	Not Detected	2.0	Not Detected
Heptane	0.50	Not Detected	2.0	Not Detected
Trichloroethene	0.50	Not Detected	2.7	Not Detected
1,2-Dichloropropane	0.50	Not Detected	2.3	Not Detected
1,4-Dioxane	2.0	Not Detected	7.2	Not Detected
Bromodichloromethane	0.50	Not Detected	3.4	Not Detected
cis-1,3-Dichloropropene	0.50	Not Detected	2.3	Not Detected
4-Methyl-2-pentanone	0.50	Not Detected	2.0	Not Detected
Toluene	0.50	Not Detected	1.9	Not Detected
trans-1,3-Dichloropropene	0.50	Not Detected	2.3	Not Detected
1,1,2-Trichloroethane	0.50	Not Detected	2.7	Not Detected
Tetrachloroethene	0.50	Not Detected	3.4	Not Detected
2-Hexanone	2.0	Not Detected	8.2	Not Detected

Client Sample ID: Lab Blank

Lab ID#: 1810366A-08A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101906	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 10:05 AM

Compound	Rpt. Limit (ppbv)	Amount (ppbv)	Rpt. Limit (ug/m3)	Amount (ug/m3)
Dibromochloromethane	0.50	Not Detected	4.2	Not Detected
1,2-Dibromoethane (EDB)	0.50	Not Detected	3.8	Not Detected
Chlorobenzene	0.50	Not Detected	2.3	Not Detected
Ethyl Benzene	0.50	Not Detected	2.2	Not Detected
m,p-Xylene	0.50	Not Detected	2.2	Not Detected
o-Xylene	0.50	Not Detected	2.2	Not Detected
Styrene	0.50	Not Detected	2.1	Not Detected
Bromoform	0.50	Not Detected	5.2	Not Detected
Cumene	0.50	Not Detected	2.4	Not Detected
1,1,2,2-Tetrachloroethane	0.50	Not Detected	3.4	Not Detected
Propylbenzene	0.50	Not Detected	2.4	Not Detected
4-Ethyltoluene	0.50	Not Detected	2.4	Not Detected
1,3,5-Trimethylbenzene	0.50	Not Detected	2.4	Not Detected
1,2,4-Trimethylbenzene	0.50	Not Detected	2.4	Not Detected
1,3-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
1,4-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
alpha-Chlorotoluene	0.50	Not Detected	2.6	Not Detected
1,2-Dichlorobenzene	0.50	Not Detected	3.0	Not Detected
1,2,4-Trichlorobenzene	2.0	Not Detected	15	Not Detected
Hexachlorobutadiene	2.0	Not Detected	21	Not Detected

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	105	70-130
1,2-Dichloroethane-d4	108	70-130
4-Bromofluorobenzene	94	70-130



Air Toxics

Client Sample ID: CCV

Lab ID#: 1810366A-09A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101902	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 08:09 AM

Compound	%Recovery
Freon 12	110
Freon 114	96
Chloromethane	98
Vinyl Chloride	96
1,3-Butadiene	94
Bromomethane	93
Chloroethane	98
Freon 11	105
Ethanol	86
Freon 113	94
1,1-Dichloroethene	100
Acetone	102
2-Propanol	96
Carbon Disulfide	91
3-Chloropropene	85
Methylene Chloride	98
Methyl tert-butyl ether	95
trans-1,2-Dichloroethene	92
Hexane	89
1,1-Dichloroethane	99
2-Butanone (Methyl Ethyl Ketone)	90
cis-1,2-Dichloroethene	103
Tetrahydrofuran	88
Chloroform	98
1,1,1-Trichloroethane	103
Cyclohexane	93
Carbon Tetrachloride	99
2,2,4-Trimethylpentane	100
Benzene	100
1,2-Dichloroethane	103
Heptane	102
Trichloroethene	93
1,2-Dichloropropane	94
1,4-Dioxane	98
Bromodichloromethane	104
cis-1,3-Dichloropropene	97
4-Methyl-2-pentanone	94
Toluene	96
trans-1,3-Dichloropropene	104
1,1,2-Trichloroethane	102
Tetrachloroethene	101
2-Hexanone	99

Client Sample ID: CCV

Lab ID#: 1810366A-09A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101902	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 08:09 AM

Compound	%Recovery
Dibromochloromethane	107
1,2-Dibromoethane (EDB)	103
Chlorobenzene	96
Ethyl Benzene	100
m,p-Xylene	103
o-Xylene	101
Styrene	110
Bromoform	104
Cumene	109
1,1,2,2-Tetrachloroethane	101
Propylbenzene	106
4-Ethyltoluene	110
1,3,5-Trimethylbenzene	104
1,2,4-Trimethylbenzene	97
1,3-Dichlorobenzene	105
1,4-Dichlorobenzene	107
alpha-Chlorotoluene	106
1,2-Dichlorobenzene	102
1,2,4-Trichlorobenzene	87
Hexachlorobutadiene	92

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	101	70-130
1,2-Dichloroethane-d4	108	70-130
4-Bromofluorobenzene	104	70-130

Client Sample ID: LCS

Lab ID#: 1810366A-10A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101903	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 08:34 AM

Compound	%Recovery	Method Limits
Freon 12	109	70-130
Freon 114	97	70-130
Chloromethane	110	70-130
Vinyl Chloride	102	70-130
1,3-Butadiene	92	70-130
Bromomethane	99	70-130
Chloroethane	103	70-130
Freon 11	104	70-130
Ethanol	87	70-130
Freon 113	96	70-130
1,1-Dichloroethene	94	70-130
Acetone	94	70-130
2-Propanol	96	70-130
Carbon Disulfide	95	70-130
3-Chloropropene	93	70-130
Methylene Chloride	99	70-130
Methyl tert-butyl ether	97	70-130
trans-1,2-Dichloroethene	109	70-130
Hexane	93	70-130
1,1-Dichloroethane	96	70-130
2-Butanone (Methyl Ethyl Ketone)	90	70-130
cis-1,2-Dichloroethene	92	70-130
Tetrahydrofuran	92	70-130
Chloroform	98	70-130
1,1,1-Trichloroethane	99	70-130
Cyclohexane	96	70-130
Carbon Tetrachloride	104	70-130
2,2,4-Trimethylpentane	97	70-130
Benzene	94	70-130
1,2-Dichloroethane	103	70-130
Heptane	101	70-130
Trichloroethene	93	70-130
1,2-Dichloropropane	94	70-130
1,4-Dioxane	99	70-130
Bromodichloromethane	108	70-130
cis-1,3-Dichloropropene	105	70-130
4-Methyl-2-pentanone	98	70-130
Toluene	96	70-130
trans-1,3-Dichloropropene	97	70-130
1,1,2-Trichloroethane	99	70-130
Tetrachloroethene	100	70-130
2-Hexanone	99	70-130

Client Sample ID: LCS

Lab ID#: 1810366A-10A

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101903	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 08:34 AM

Compound	%Recovery	Method Limits
Dibromochloromethane	108	70-130
1,2-Dibromoethane (EDB)	101	70-130
Chlorobenzene	94	70-130
Ethyl Benzene	101	70-130
m,p-Xylene	103	70-130
o-Xylene	104	70-130
Styrene	111	70-130
Bromoform	106	70-130
Cumene	107	70-130
1,1,2,2-Tetrachloroethane	101	70-130
Propylbenzene	104	70-130
4-Ethyltoluene	110	70-130
1,3,5-Trimethylbenzene	103	70-130
1,2,4-Trimethylbenzene	96	70-130
1,3-Dichlorobenzene	105	70-130
1,4-Dichlorobenzene	108	70-130
alpha-Chlorotoluene	113	70-130
1,2-Dichlorobenzene	100	70-130
1,2,4-Trichlorobenzene	99	70-130
Hexachlorobutadiene	102	70-130

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	102	70-130
1,2-Dichloroethane-d4	109	70-130
4-Bromofluorobenzene	102	70-130

Client Sample ID: LCSD

Lab ID#: 1810366A-10AA

EPA METHOD TO-15 GC/MS FULL SCAN

File Name: j101904
Dil. Factor: 1.00

Date of Collection: NA
Date of Analysis: 10/19/18 09:01 AM

Compound	%Recovery	Method Limits
Freon 12	110	70-130
Freon 114	98	70-130
Chloromethane	110	70-130
Vinyl Chloride	106	70-130
1,3-Butadiene	86	70-130
Bromomethane	101	70-130
Chloroethane	104	70-130
Freon 11	105	70-130
Ethanol	86	70-130
Freon 113	96	70-130
1,1-Dichloroethene	100	70-130
Acetone	96	70-130
2-Propanol	98	70-130
Carbon Disulfide	98	70-130
3-Chloropropene	101	70-130
Methylene Chloride	95	70-130
Methyl tert-butyl ether	98	70-130
trans-1,2-Dichloroethene	110	70-130
Hexane	94	70-130
1,1-Dichloroethane	96	70-130
2-Butanone (Methyl Ethyl Ketone)	94	70-130
cis-1,2-Dichloroethene	99	70-130
Tetrahydrofuran	94	70-130
Chloroform	98	70-130
1,1,1-Trichloroethane	102	70-130
Cyclohexane	97	70-130
Carbon Tetrachloride	103	70-130
2,2,4-Trimethylpentane	100	70-130
Benzene	90	70-130
1,2-Dichloroethane	102	70-130
Heptane	97	70-130
Trichloroethene	89	70-130
1,2-Dichloropropane	89	70-130
1,4-Dioxane	102	70-130
Bromodichloromethane	102	70-130
cis-1,3-Dichloropropene	98	70-130
4-Methyl-2-pentanone	91	70-130
Toluene	89	70-130
trans-1,3-Dichloropropene	99	70-130
1,1,2-Trichloroethane	98	70-130
Tetrachloroethene	97	70-130
2-Hexanone	102	70-130

Client Sample ID: LCSD

Lab ID#: 1810366A-10AA

EPA METHOD TO-15 GC/MS FULL SCAN

File Name:	j101904	Date of Collection: NA
Dil. Factor:	1.00	Date of Analysis: 10/19/18 09:01 AM

Compound	%Recovery	Method Limits
Dibromochloromethane	106	70-130
1,2-Dibromoethane (EDB)	99	70-130
Chlorobenzene	94	70-130
Ethyl Benzene	102	70-130
m,p-Xylene	100	70-130
o-Xylene	101	70-130
Styrene	110	70-130
Bromoform	103	70-130
Cumene	106	70-130
1,1,2,2-Tetrachloroethane	99	70-130
Propylbenzene	102	70-130
4-Ethyltoluene	111	70-130
1,3,5-Trimethylbenzene	100	70-130
1,2,4-Trimethylbenzene	93	70-130
1,3-Dichlorobenzene	103	70-130
1,4-Dichlorobenzene	108	70-130
alpha-Chlorotoluene	110	70-130
1,2-Dichlorobenzene	100	70-130
1,2,4-Trichlorobenzene	97	70-130
Hexachlorobutadiene	99	70-130

Container Type: NA - Not Applicable

Surrogates	%Recovery	Method Limits
Toluene-d8	96	70-130
1,2-Dichloroethane-d4	107	70-130
4-Bromofluorobenzene	103	70-130



Air Toxics

Sample Transportation Notice

Relinquishing signature on this document indicates that sample is being shipped in compliance with all applicable local, State, Federal, national, and international laws, regulations and ordinances of any kind. Air Toxics Limited assumes no liability with respect to the collection, handling or shipping of these samples. Relinquishing signature also indicates agreement to hold harmless, defend, and indemnify Air Toxics Limited against any claim, demand, or action, of any kind, related to the collection, handling, or shipping of samples. D.O.T. Hotline (800) 467-4922

180 BLUE RAVINE ROAD, SUITE B
FOLSOM, CA 95630-4719
(916) 985-1000 FAX (916) 985-1020

Page 1 of 1

Project Manager Mitch Hajjaghi
Collected by: (Print and Sign) Mitch Hajjaghi
Company Envirocom Email mitc@enviro-com.net
Address PO Box 28310 City San Jose State CA Zip 95159
Phone (408) 894-9062 Fax (408) 894-9063

Project Info:

P.O. # _____
Project # 18-022.04
Project Name 1831 Tarob Court

Turn Around Time:

☐ Normal
☐ Rush
_____ specify _____

Lab Use Only

Pressurized by:

Date:

Pressurization Gas:

N₂ He

Lab I.D.	Field Sample I.D. (Location)	Can #	Date of Collection	Time of Collection	Analyses Requested	Canister Pressure/Vacuum			
						Initial	Final	Receipt	Final (psi)
01A	SG6 (1831 Tarob Ct.)	N3463	10.4.18	8:53-9:03	TO-15 + Helium ^{OK} _{OK}	-30	-5		
02A	SG7 (1831 Tarob Ct.)	N3822	10.4.18	9:22-9:35	TO-15 + "	-30	-6		
03A	SG8 (1831 Tarob Ct.)	N2041	10.4.18	9:50-10:00	TO-15 + "	-30	-5		
04A	SG9 (1831 Tarob Ct.)	N0226	10.4.18	10:25-12:35	TO-15 + "	-28	-13		
05A	SG10 (1831 Tarob Ct.)	N2002	10.4.18	10:50-10:58	TO-15 + "	-30	-5		
06A	SG11 (1831 Tarob Ct.)	N3131	10.4.18	11:25-11:35	TO-15 + "	-30	-4		
07A	SG12 (1831 Tarob Ct.)	N2636	10.4.18	12:25-13:40	TO-15 + "	-30	-19		

Relinquished by: (signature) [Signature] Date/Time Fedex 10.4.18

Received by: (signature) [Signature] Date/Time 10/16/18 1430

Notes:

Relinquished by: (signature) _____ Date/Time _____

Received by: (signature) _____ Date/Time _____

Relinquished by: (signature) _____ Date/Time _____

Received by: (signature) _____ Date/Time _____

Lab Use Only	Shipper Name	Air Bill #	Temp (°C)	Condition	Custody Seals Intact?	Work Order #
	<u>Envirocom</u>		<u>NA</u>	<u>Good</u>	Yes No <u>None</u>	<u>1810366</u>

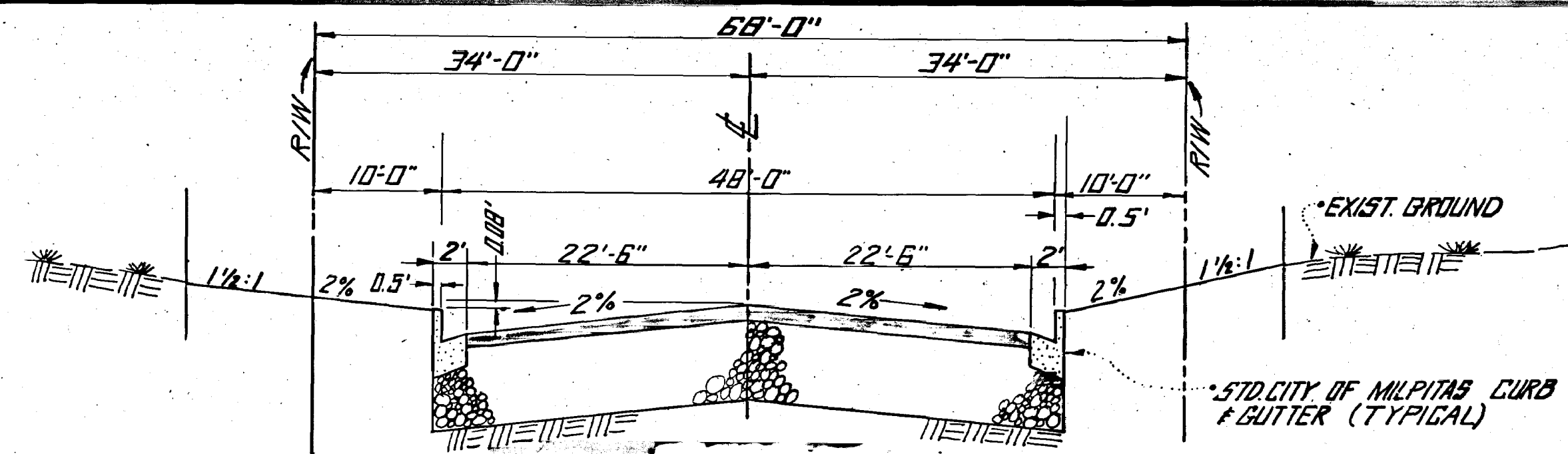
Appendix G

SUPPORTIVE DOCUMENT

SCALE 1"=100'

VICINITY MAP

NOT TO SCALE



TYPICAL SECTION TAROB COURT

(NOT TO SCALE) T.I. = 7 "R" = 18

GENERAL NOTES (CONT)

A payment of \$180.00 shall be made to the City of Milpitas for water used during construction.

All fire hydrants, electroliers and meter boxes shall clear driveways and other facilities.

House sewers shall not be connected to laterals until sewers are tested.

One sanitary sewer lateral shall be constructed to each lot at the location to be staked in field by owner's engineer prior to construction. A single lateral shall be used.

All facilities shall be adjusted to finish grade as directed by City Engineer.

Electroliers shall be connected to the closest underground secondary P.C. & E. source. Junction boxes shall be required where more than one end of the cable is necessary to reach the electrolier, where shown on plans, and at service point where no P.C. & E. box installed.

Install in-line fuses at electroliers, at the base of each pole, or in a junction box where available. Fuses shall be installed on each energized lead, and shall be adequately sized and enclosed in a phenolic case.

Connections to existing water mains shall be made by the City of Milpitas; Developer shall pay actual cost of construction. Contractor shall perform all excavation, prepare site, furnish all materials, install tapping tee, valve and all thrust blocks, backfill, restore surface and clean up. The City will make wet tap, unless otherwise authorized by City Engineer.

All water valves shall be located on the property line extended, unless otherwise directed by City Engineer.

The location and depths of existing underground improvements are shown in their approximate positions based upon information available to the engineer. Any added cost to the contractor as a result of the actual locations of existing utilities being different from that shown on the plans shall be borne by the contractor and assumed included and merged in the contract unit prices.

When it is found that field conditions are not as shown on the plans, the consulting engineer must make revisions and/or adjustments to the satisfaction of the City Engineer prior to further construction.

Benchmark: Top of curb at catch basin as shown hereon elevation = 51.54 City of San Jose Datum (City of Milpitas Datum + 3.7)

Recommended for Approval: *Wesley D. Smith*
City Engineer RLE 14706

Fire Hydrant Location Approved: *M. N. Howard* 11/18/78
Fire Chief

Approved for the City of Milpitas by City Council 9-19-78
Approved for Milpitas Sanitary District by Board 9-14-78

Applicable Standard Drawings of the City of Milpitas and the Sanitary District:

New No.	Old No.	Date	Title
202	50	6/18/74	Location of Improvements
204	16	9/21/76	Marker Posts
220	20	5/21/74	Street Breakout
222	36	5/21/74	Trench Construction
230	26	7/14/60	Manholes
234	24	2/17/59	Manholes Ring & Cover
402	35	12/18/73	Typical Streets
410	1	1/4/66	Curb and Gutter
414	40	11/17/59	Headerboard
440	11	6/14/63	Street Name Sign
442	12	7/17/62	Street Lighting
446	53	1/4/66	Monument
460	10	6/18/74	Storm Inlet - Type I
620	27	3/10/66	Lateral
702	17	5/12/64	Gate Valve
704	15	5/12/64	Thrust Block
708	--	3/15/77	4" + Wet Tap - AC/CI
740	18	2/17/59	Air and Vacuum Valve
742	19	5/12/64	Fire Hydrant

NOTE: WORK DONE IN S.C.V.W.D. IS SUBJECT TO ENCROACHMENT PERMIT NO.:

SANTA CLARA VALLEY WATER DISTRICT NOTE

- All work to be in accordance with the Standard Specifications State of California, Department of Transportation, except for sack size and capacity and as modified hereon.
- Face of riprap to be coincident with existing side slope of channel. Do not pack until smooth; leave as rough as possible.
- Carry riprap to top of bank, unless otherwise specified.
- Install cut-off wall (4 foot minimum depth) at upstream and downstream ends.
- In all courses, drive one #4 reinforcing bar 18" long through each sack. Do not leave ends of bars exposed, nor drive into dirt or joint between ends of sacks.
- All backfill within District right of way shall be with material from excavation and shall be compacted to 90% relative compaction in accordance with California Test Method #216.
- Sacks shall be placed so that they are horizontal or sloping towards bank. Sacks sloping away from bank will not be accepted.
- It is mandatory that S.C.V.W.D. Inspector be notified at least 48 hours before construction begins. Complete removal may result if this requirement is not met.
- RIPRAP PLACED ON SLOPES 1:1 OR STEEPER MUST BE DOWLED.

LEGEND

FUTURE	EXISTING	
—○—○—	—○—○—	STORM SEWER & MANHOLE
—●—●—	—●—●—	SANITARY SEWER & MANHOLE
—+—+—	—+—+—	WATER LINE & VALVE
—#—#—	—#—#—	CURB & GUTTER
—/—/—	—/—/—	REMOVE PAVEMENT
—\—\—	—\—\—	OVERLAY PAVEMENT
—x—x—	—x—x—	FIRE HYDRANT # 76
—□—□—	—□—□—	SHEET NUMBER
—◇—◇—	—◇—◇—	CATCH BASIN
—△—△—	—△—△—	ELECTROLIER-70 WATT HPS, 240 VOLT, W/PHOTO CELL, TYPE A5 SHOWN
—▽—▽—	—▽—▽—	ELECTROLIER WITH STREET NAME SIGN
—◇—◇—	—◇—◇—	STREET MONUMENT

GENERAL NOTES

All work shall be done in accordance with standard specifications, construction details and standard drawings (listed on this sheet) of the City of Milpitas and the Milpitas Sanitary District, available in the City Engineer's office.

The official copy of these plans is the duplicate original on file in the office of the City Engineer of Milpitas.

This plan is subject to review in the event a bonded improvement agreement is not executed within (6) six months of the date of approval.

All existing utilities and improvements that are now or may become damaged during construction shall be completely restored to the satisfaction of the City Engineer.

Prime edge of existing pavement prior to constructing new pavement.

Standard street monuments shall be installed on all street intersections, at beginning and end of curves, or as shown on this plan in conformance with Standard Drawing No. 446 (53).

The letter "S" shall be impressed in the face of curb where each sewer lateral crosses the curb.

Where any pipe is to be installed at such a grade that any part of the pipe will be above the subgrade line, that pipe shall be installed after the sub-base is completed and shall be encased in P.C.C. from the top of the bedding layer to 6" over the bell or coupling section.

One street name sign assembly shall be installed in conformance with Standard Drawing No. 440 (11) at each intersection, and where shown on plans.

TYPICAL SECTION TRIMBLE ROAD - SOUTH

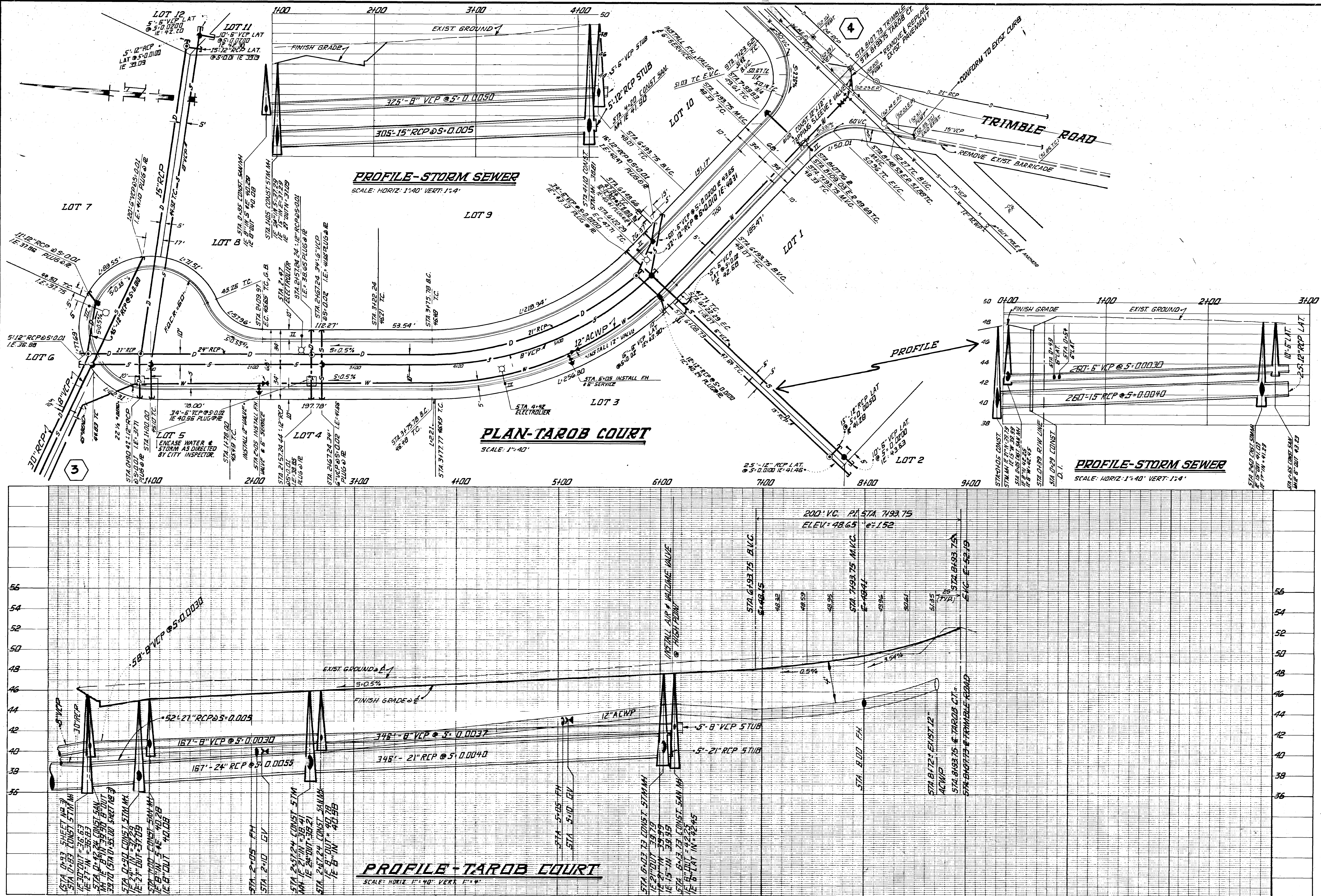
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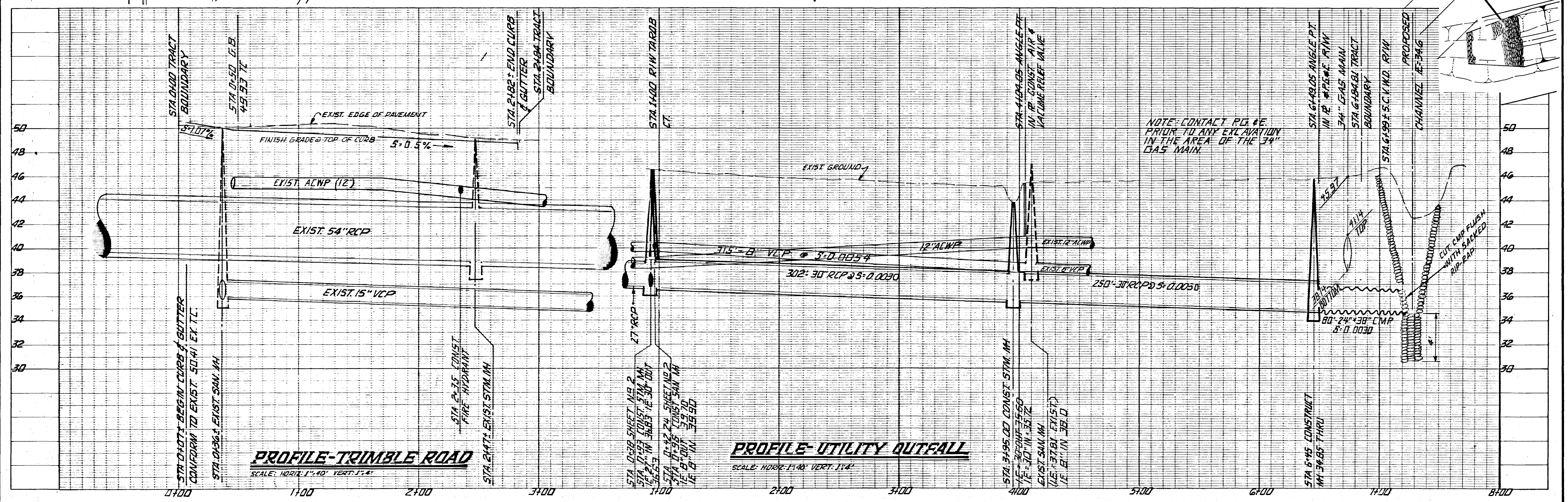
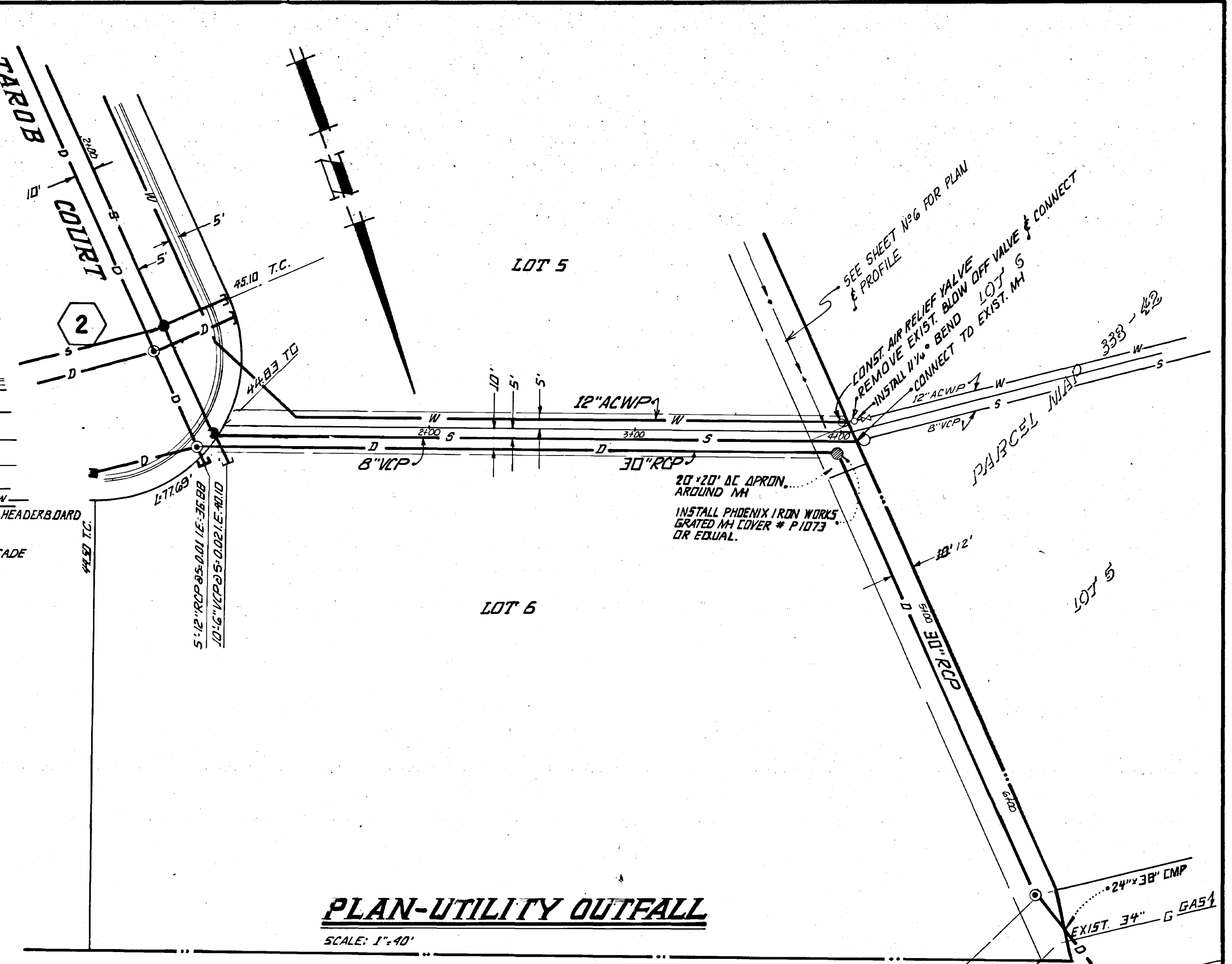
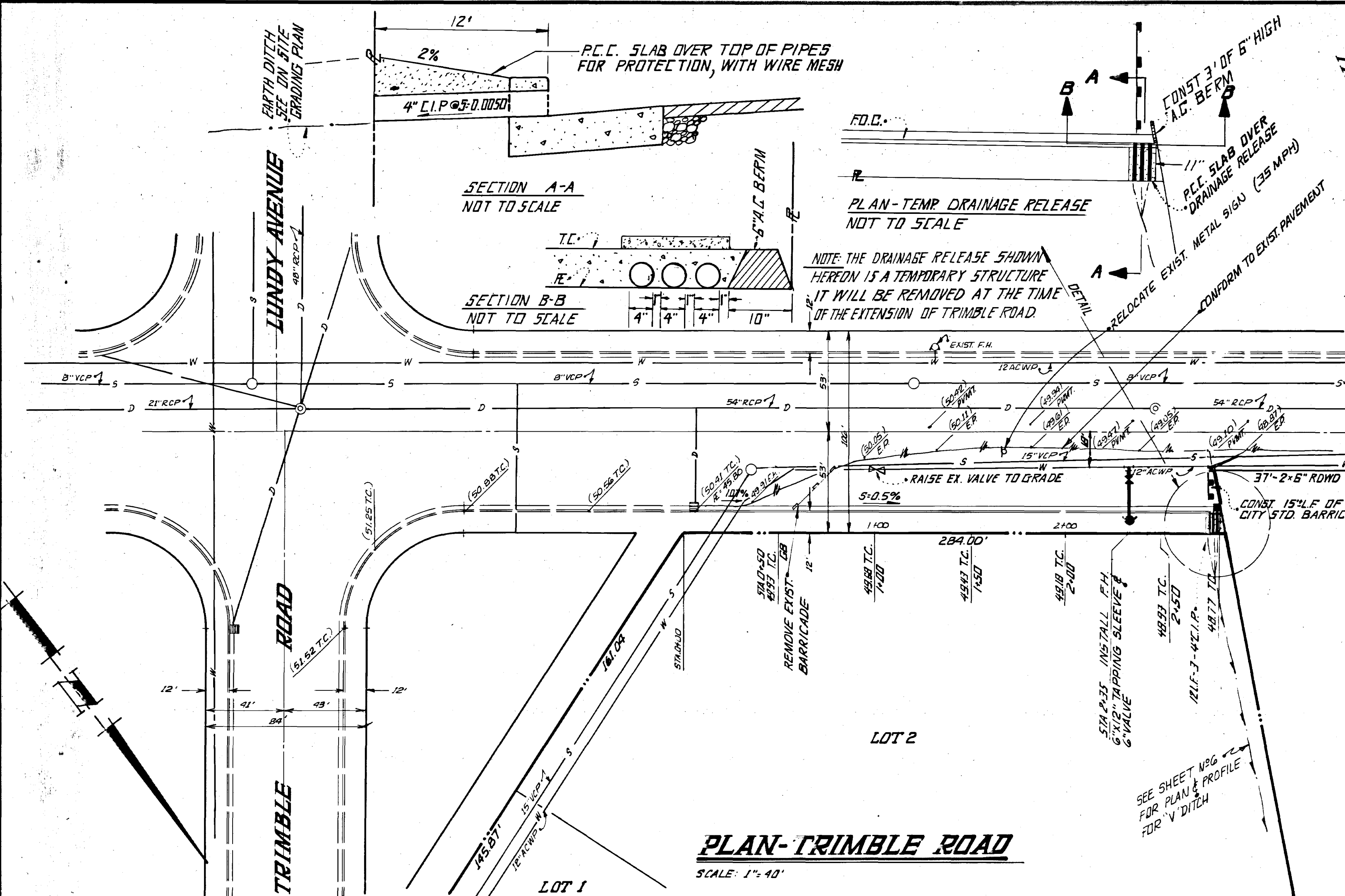
T.I. = 8 "R" = 18

TYPICAL SECTION TRIMBLE ROAD - NORTH

(NOT TO SCALE)

T.I. = 8 "R" = 18





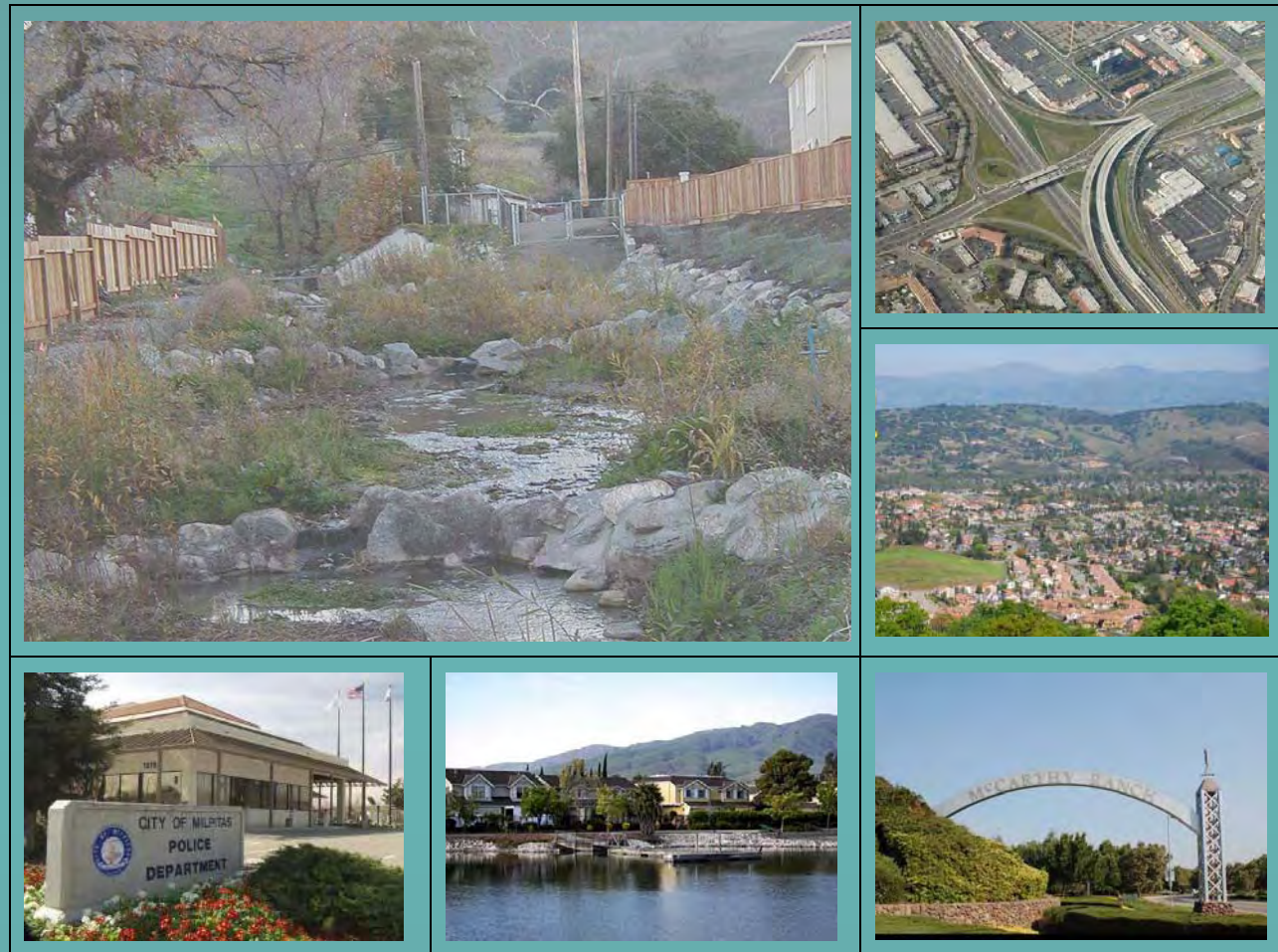
REVISIONS	BY

KIER & WRIGHT
 CIVIL ENGINEERS & SURVEYORS, INC.
 2378 B Walsh Street • Santa Clara, CA 95050 • 244-6665

IMPROVEMENT PLAN
TRIMBLE ROAD & UTILITY OUTFALL
 MILPITAS, CALIFORNIA

DATE: JUNE, 1978
 SCALE: AS SHOWN
 DRAWN: J. J.
 JOB: 77205
 SHEET: **3**
 OF 51X SHEETS

City of Milpitas Storm Drain Master Plan



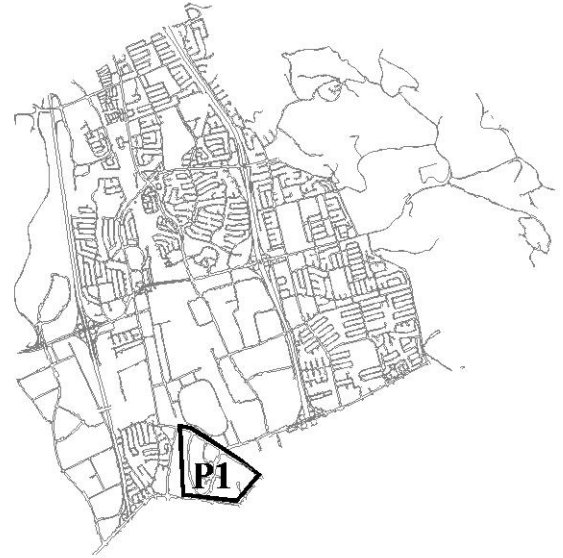
Schaaf & Wheeler
Consulting Civil Engineers

July 2013



Penitencia East Channel (P1)

This is a heavy industrial area at the southern boundary of Milpitas between Capitol Avenue and Montague Expressway / Trade Zone Boulevard. Local stormwater collection systems all drain either to the Penitencia East Channel or Lower Penitencia Creek, both of which are owned and maintained by the Santa Clara Valley Water District. Substantial tributary areas in San Jose also drain to these creeks at Montague Expressway (a County road) and along Lundy Place, in a siphon under the VTA right-of-way. The entire drainage basin lies within the mapped 100-year floodplain for Lower Penitencia Creek.



Gravity Outfalls

All storm drains in the system discharge to East Penitencia Creek or Lower Penitencia Creek through gravity outfalls. Table 5-29 lists the ten- and 100-year starting tailwater elevations at each gravity outfall, using the criteria outlined in Chapter 3. The starting backwater for the tributary system is equivalent to the water surface elevation in the receiving water plus the exit loss at the storm drain pipe outfall. In some instances, the ten-year creek water surface elevation is greater than the 100-year creek water surface elevation due to upstream spills.

Table 5-29
Tailwater Elevations at Storm Drain Outfalls within P1 System

ID	Outfall Location on East Penitencia Creek	Ground Elev.	SD INV	Outfall Dia	Velocity (fps)		Creek WSEL (feet NAVD)		System Tailwater (feet NAVD)	
					10yr	100yr	10yr	100yr	10yr	100yr
61	240 ft U/S McCandless Drive	35.0	27.63	42"	1.52	2.49	33.6	36.5	33.64	35.00
75	D/S face McCandless Drive	35.0	26.86	24"	1.66	2.55	32.7	36.1	32.74	35.00
209	U/S end of creek	51.0	45.00	72"	11.60	16.39	47.0	50.0	51.00	51.00
1012	575 ft U/S McCandless Drive	40.0	34.49	24"	10.45	15.14	35.8	38.0	38.19	40.00
1014	U/S face Montague Expwy	40.0	37.09	33"	2.20	3.27	40.4	41.8	40.00	40.00
1017	760 ft U/S Montague Expwy	45.0	37.38	30"	2.67	3.96	44.1	45.3	44.21	45.00
1086	575 ft U/S McCandless Drive	38.0	34.49	30"	0.94	1.51	36.3	37.0	37.00	37.04
ID	Outfall Location on Lower Penitencia Creek	Ground Elev.	SD INV	Outfall Dia	Velocity (fps)		Creek WSEL (feet NAVD)		System Tailwater (feet NAVD)	
					10yr	100yr	10yr	100yr	10yr	100yr
41	565 ft above UPRR	35.0	22.61	33"	1.95	2.85	29.8	35.8	29.86	35.00
102	D/S face Montague Expwy	38.0	30.73	54"	5.61	8.73	32.7	36.1	35.72	37.24
112	D/S face Montague Expwy	38.0	28.00	72"	14.56	20.64	32.7	36.1	37.29	38.00
1036	U/S face UPRR	34.0	28.43	24"	2.07	3.54	29.6	35.7	30.50	34.00
1080	380 ft U/S East Penitencia Ck	34.0	27.12	33"	2.60	4.15	31.2	35.9	31.33	34.00



Collection System Performance

Table 5-30 presents the recommended CIP for Collection System P1. The analysis of collection system performance is somewhat complicated by substantial areas within San José that are tributary to storm drain systems within Milpitas. Runoff from tributary San José systems is included in the contributory watershed calculations, but storm drain systems in San José are not analyzed in detail. Some capital improvements have been eliminated or reclassified as “low priority” due to questions of infrastructure ownership in Montague Expressway and improvements planned by VTA for the Silicon Valley Berryessa Extension project.

System performance criteria are not met due to the runoff contributions from San José at the Lower Penitencia Creek outfall at Montague Expressway, and the siphon under the UPRR at Lundy Place near East Penitencia Creek. Low priority improvements result from discharge against relatively high 100-year creek levels, noting that the lowest elevations along McCandless Drive between Great Mall Parkway and East Penitencia Creek are one to two feet lower than the bank elevations of Lower Penitencia Creek and East Penitencia Creek. No amount of storm drain upsizing can overcome this adverse grade problem when flood levels in the creeks are near the bank. Furthermore, this area is subject to shallow 100-year flooding (Zone AO; see Figure 4-1) primarily due to overflows from Berryessa Creek. Therefore many nominally medium priority improvements have been reclassified as low priority, and some of these deficiencies could only be corrected by reducing the stage in Lower Penitencia Creek and East Penitencia Creek.

**Table 5-30
Recommended CIP for Collection System P1**

	Lineal Feet	Percentage
System Acceptable / No Improvements	16,274	82
High Priority Improvements	0	0
Medium Priority Improvements	0	0
Low Priority Improvements	3,580	18
Total System	19,854	100

Capital Improvements

Table 5-31 identifies capital projects to correct inadequate storm drain capacity, which are shown on Figure 5-12. Both city storm drain block maps show storm drains in Lundy Place, Trade Zone Boulevard and Montague Expressway that outfall to Lower Penitencia Creek. Available information indicates that not all of these storm drains are owned and maintained by the City of Milpitas. It is noted that a new double 6' x 4' / 6' x 5' RCB crossing of the former UPRR and current VTA right-of-way for the Silicon Valley Berryessa Extension Project will be completed by VTA and is not part of the CIP. It is also noted that since required improvements along Lundy Place and improvements in Montague Expressway at Lower Penitencia Creek are primarily necessitated due to tributary storm water runoff from San José, Milpitas should consider separating its own storm drainage from the systems owned and maintained by San José or the County of Santa Clara. Since available information indicates that the storm drain system in Montague Expressway is not owned by the City of Milpitas and outside of its control, corrective action required at this location has been reclassified as “low priority”.



Table 5-31
Recommended Capital Improvements in System P1

ID	Project	Priority	Parallel Option	Replacement Option
1	Montague Expressway SD Improvements	Low	Install approx 660 LF of 18-inch RCP in Montague Expressway with new outfall to East Penitencia Creek. Install approx 610 LF of 30-inch RCP in Montague Expressway immediately north of the intersection of Trade Zone Boulevard with McCandless Drive.	Replace approx 660 LF of existing 24-inch RCP in Montague Expressway with 30-inch RCP immediately north of East Penitencia Creek and reconstruct creek outfall. Replace approx 610 LF of existing 21-inch RCP in Montague Expressway with 36-inch RCP immediately north of the intersection of Trade Zone Boulevard with McCandless Drive.
2	Montague Expressway SD Improvements at Lower Penitencia Creek (Not a Milpitas facility)	Low	Install approx 660 LF of 84-inch RCP on Montague Expressway from South Main Street to outfall at Lower Penitencia Creek.	Replace approx 660 LF of existing 60-inch RCP in Montague Expwy. with 96-inch RCP from South Main Street to the Lower Penitencia Creek outfall. Replace approx 130 LF of existing 72-inch RCP outfall to Lower Penitencia Creek with a 96-inch creek outfall.
3	Tarob Court Outfall Relocation	Low	Use replacement option.	Replace approx 620 LF of existing 30-inch RCP with 42-inch RCP from the Tarob Court cul-de-sac to the East Penitencia Creek outfall. Relocate new 42-inch outfall approximately 150 feet downstream from existing outfall location.
4	Lundy Place Relief Line	Low	Install approx 750 LF of 18-inch RCP in Lundy Place from Tarob Court to existing 72-inch East Penitencia Creek outfall.	Replace approx 750 LF of existing 18-inch RCP in Lundy Place with 30-inch RCP from Tarob Court to existing 72-inch East Penitencia Creek outfall.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	350-2931	\$9,690,000	350-951-4811	\$9,690,000

Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court and Approve a Budget Amendment

Background:

The subject property is a 2.48 acre (107,985 SF) site with a vacant 40,474 square foot industrial building located at 1831-1841 Tarob Court. The site is bounded by E. Penetencia Creek to the north, a new multi-family residential development under construction to the east, existing legal non-conforming industrial use to the south, and a recently approved multi-family affordable housing site to the west. The site resides within the Transit Area Specific Plan (TASP) with a land use designation of Very High Density Transit Oriented Residential (41 un/ac, min. avg. and 60 un/ac max. avg., 4 – 6 stories). The TASP Zoning is R4-TOD.

The City Council adopted the TASP in June 2008 to support future BART service as well as existing VTA transit options in the community. Since that time, the TASP has facilitated the transformation of an older industrial area into a vibrant, high-intensity mixed-use, transit-oriented district. The TASP area of Milpitas is unique in the Bay Area in that it features large land acreages, access to two freeways and a regional expressway, two light rail stations, the new Milpitas BART station, and the Great Mall as a regional retail destination.

The TASP envisions a walkable, transit-oriented neighborhood with a mix of land uses to minimize vehicle trips and encourage walking, biking, and transit ridership. The Plan is designed to accommodate substantial new development, minimize traffic impacts on local roadways, and reduce urban sprawl. It establishes not only the land use vision but also includes specific policies, standards, and capital improvement projects needed to achieve the vision. It also provides detailed standards for street design and building form.

Public improvements and services needed to serve the TASP area's future residents and workers are set forth in the Plan. These basic infrastructure requirements include streets, parks, pedestrian/bike bridges, community facilities, sewer and water facilities, storm drainage, etc. The Plan is accompanied by a separate Transit Area Development Impact Fee (TADIF) financing strategy to ensure that the Plan is fiscally responsible for the City and property owners. TADIF fees are paid by development occurring exclusively within the TASP and are applied to construction of streets, parks, and infrastructure. A copy of the TASP and TADIF is available at <http://www.ci.milpitas.ca.gov/planning-documents/transit-area-specific-plan/>.

Analysis:

The Council adopted several Streets and Connections Policies to guide street development within the TASP. The TASP street system consists of public roadways as illustrated in TASP Figure 3-2. The street layout establishes connections between properties, parks, transit, and other subareas, and to create pedestrian-oriented districts with direct pedestrian routes. Small block sizes and ample connections give pedestrians direct and easy access routes to transit, retail, jobs, and other residents. As best as possible, roadways are sited to run along property lines, with the right of way dedication and responsibility for constructing them falling evenly on each land owner. However, where new streets require

significant portions of a private parcel, City may require acquisition through cooperative negotiation with the land owner or through an eminent domain process. In either case, the acquisition cost of the parcel would be established through a fair market value appraisal process.

In compliance with the TASP and the TADIF program, S. Milpitas Boulevard is currently being constructed southward between Great Mall Parkway and E. Penetencia Creek where a vehicle and pedestrian bridge is required. The City is near completion of construction plans for the E. Penetencia Creek crossing and is in need of acquiring the subject property to accommodate both the creek crossing landing and the roadway connection to Sango Court and Tarob Court, as identified in both the TASP and the TADIF.

There are two specific TASP street policies that apply to the proposed PSA:

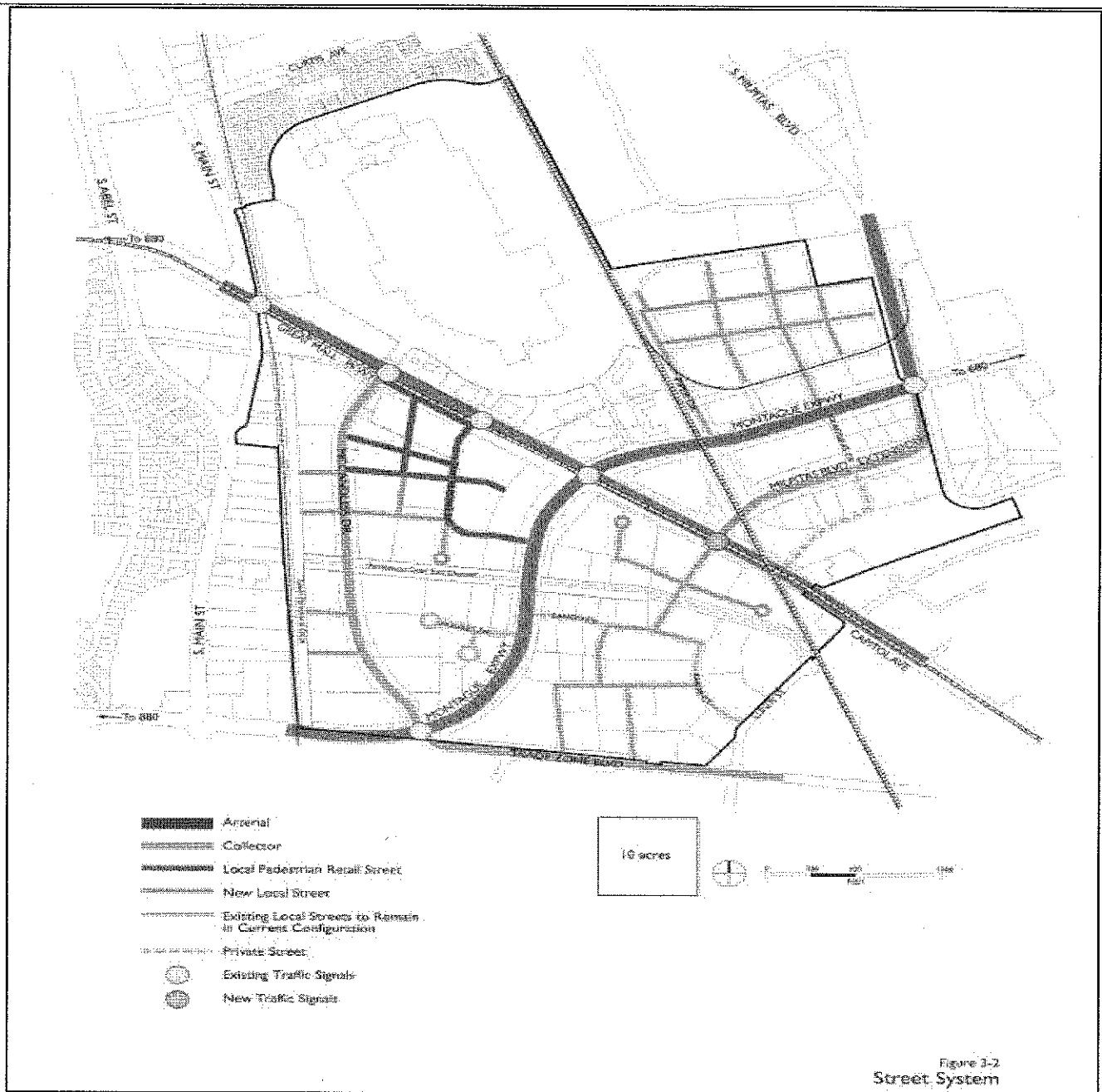
- (1) Policy 3.17: New streets shall be located as generally shown on the Street System Map, Figure 3-2. New local streets may shift location to take into account more detailed survey information, to better align them evenly along property boundaries, or to facilitate a better, more efficient development project. Standards for maximum block size and block frontage established in Chapter 5 must still be met.

Staff Comment: Implementation of the proposed PSA will provide the precise locations needed for both the Penetencia Creek crossing, the continued southerly extension of S. Milpitas Boulevard, and the ½ street section along the subject property. This would connect S. Milpitas Boulevard to Sango Court and Tarob Court. These ultimate connections will provide this residential TASP neighborhood with direct pedestrian and vehicle access to the Milpitas BART station and locations beyond.

- (2) Policy 3.18: New development must dedicate land for new public streets and pay for their construction. When a parcel is redeveloped under this Specific Plan, all necessary right-of-way must be dedicated for new public streets and the streets constructed following the street designs and streetscape standards laid out in Chapter 5 and any unique details established in the subdistrict policies, Chapter 4.

Staff Comment: Implementation of the proposed PSA addresses land dedication in that this particular planned road segment bisects the subject property. Therefore, creating a significant challenge on the property owner's ability to dedicate the entire S. Milpitas Boulevard bisecting the site and additionally requiring ½ street dedication, along with frontage improvements (paving, curb, gutter, sidewalk, street lights, bridge landing, and landscaping) for both of these streets. Since South Milpitas Boulevard extension is not sited along the subject property lines, and the extension of Sango Court is needed along the southern property line, City acquisition of the site is required through either cooperative negotiation with the land owner or through an eminent domain process. In either case, the acquisition cost of the parcel would be established through a fair market value appraisal process. In this case, the land owner has agreed to the proposed Purchase and Sales Agreement.

In addition, the timing for purchase of this property is in alignment with the upcoming Milpitas BART station opening, the City's approved Capital Improvement Project for East Penetencia Creek crossing project, as well as the residential development currently taking place in this area of the TASP.



The City and the property owner established a fair market value for the subject site based on two independent appraisals and a third appraisal evaluation. The two appraisals identified a value of \$9,590,000 and \$13,070,000. The third appraisal evaluation cited the \$9,590,000 (\$88.81/SF) price as the appropriate fair market value which is the purchase and sales price recommended by staff.

If approved by the City Council, Staff will initiate the PSA. The PSA terms are summarized as follows:

- Refundable deposit: \$100,000;
- Contingency Period: 45 days from PSA to perform due diligence;
- Close of Escrow: 9 days after expiration of the due diligence period;
- Price: \$9,590,000; and
- Seller also requesting City condemnation proceeding, as allowed by law.

Based upon much of the due diligence being completed, staff anticipates close of escrow would occur in late April 2019.

Fiscal Impact:

The TADIF program currently retains a balance of over \$40,000,000, which is available for the purposes of property acquisition and roadway construction. In addition, upcoming "pipeline" projects will be adding to the TADIF fund, including \$5.3M for "The Edge" residential project and \$3.2M for the 720 Montague residential project.

A budget appropriation of \$9,590,000 plus an estimate of \$100,000 for closing escrow fees will be required for the PSA. There are sufficient funds in the TADIF program (fund 350) for the \$9,690,000 total amount required for the PSA.

California Environmental Quality Act:

In accordance with the requirements of the California Environmental Quality Act (CEQA), the City prepared and certified a programmatic Environmental Impact Report (EIR) in conjunction with adoption of the TASP. The Plan is "self-mitigating" in that specific plan policies minimize or reduce significant environmental impacts to the extent feasible. The EIR is based on extensive quantitative analysis and modeling to assess service requirements for public infrastructure, including parks and open space. A copy of the TASP EIR is available at http://www.ci.milpitas.ca.gov/pdfs/plan_eir_tasp_final.pdf.

Recommendation:

1. Adopt a Resolution Authorizing City Manager to Execute a Purchase and Sale Agreement and all related closing documents for Property located at 1831-1841 Tarob Court (APN 086-036-030) within the Transit Area Specific Plan (TASP) to accommodate extensions of South Milpitas Boulevard and Sango Court
2. Approve a budget amendment to appropriate \$9,590,000 plus an estimated amount of \$100,000 of escrow closing costs.

Attachments:

- A) Resolution
- B) Purchase and Sale Agreement
- C) Property Appraisal
- D) Environmental Phase I and II Environmental Review Reports
- E) Budget Change Form

☒ Check if City Council Approval required.

Meeting Date: April 02, 2019

Requested by:	Department Head: Steve McHarris	Date: April 2, 2019
Reviewed by:	Interim Finance Director: Jane Corpus 	Date: April 2, 2019
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Fiscal Year 2019-20 Funding for Library Open Hours
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	4/2/2019
Staff Contact:	Renee Lorentzen, 408-586-3409
Recommendation:	1) Approve funding in the amount of \$160,624, to maintain Milpitas Library current open hours and direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget 2) Consider funding an additional two (2) hours per week on Friday evenings from 7:00PM – 9:00PM in the amount of \$58,359 and if approved, direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget 3) Evaluate the funding of the additional programs and services during the Fiscal Year 2019-20 Budget Process

Background:

The new Milpitas Library opened on January 10, 2009. At that time, the Santa Clara County Library District funded 54 open hours at their Milpitas site. To provide additional open hours and Library services to the public, the City of Milpitas funded an additional 12 hours a week, for a total of 66 hours a week. The City of Milpitas funded the additional 12 hours per week for three (3) years, until necessary budget reductions were instituted in 2012. The City removed Library additional hours funding from the budget and the Milpitas Library continued to operate at 54 hours a week.

On August 2, 2016, City Council requested staff to explore increasing Milpitas Library hours. Staff worked with the Santa Clara County Library District (SCCLD) staff to create a proposal for the restoration of hours to the pre-2012 level of 66 hours per week. An additional option of 71 hours per week, based on a Library user feedback survey conducted by the SCCLD, was also developed. On September 6, 2016, the City Council approved reinstating City funding for an additional 17 open hours per week, for a total of 71 hours per week. At this time, the City Council was asked by the SCCLD to consider a two-year commitment for this additional funding. These additional funded hours resulted in a contribution of \$470,052 (year 1) and \$509,578 (year 2). The City has fulfilled the two years of additional hour funding at the conclusion of the Fiscal Year 2018-19.

Analysis:

In January 2019, SCCLD staff met with City staff to discuss City funding for Library hours and additional services. The SCCLD Joint Powers Authority (JPA) has approved an increase for the next two years to the District's personnel budget, to ensure every SCCLD library will be open seven days a week. Thus, an additional \$355,431 in annual personnel funding will be allocated to the Milpitas Library in Fiscal Year 2019-20 and 2020-21.

With the additional funding from SCCLD JPA, the annual contribution from the City to maintain the current 71 open hours per week would be approximately \$160,624. This amount incorporates a 1.27% increase in operating costs over Fiscal Year 2018-19 costs.

SCCLD staff drafted the following three Fiscal Year 2019-20 funding proposals for consideration by the City Council:

Proposal 1: Continue City contribution at a level that will fund the current 71 open hours, with a total cost of **\$160,624**.

Proposal 2: Increase City's contribution to fund an additional 2 hours on Fridays from 7:00PM – 9:00PM. This would allow hours to be consistent Monday-Friday and would require an additional contribution of \$58,359 for a total City contribution of **\$218,983**.

Proposal 3: Increase City's contribution to fund additional student engagement and purchase "Go Go Biblio", a mobile library for schools. The additional programs and services would cost \$355,431, with a total City contribution of **\$574,414**.

The Library and Education Commission reviewed the proposals on Monday, February 20, 2019 and made a recommendation for City Council to fund all the proposals from SCCLD staff, with a reduction in funding for material costs in Proposal 3, at a total cost of \$533,883.

The City is currently in the process of developing the Fiscal Year 2019-20 Budget. The City Council has identified several priority areas and programs and staff is currently soliciting feedback from the community on its budget priorities. Thus, staff is recommending that the funding of any additional Library programs and services should be considered in the context of all other priorities and funding needs.

To allow the SCCLD to move forward with their budget process, the discussion and approval of funds to maintain current service levels and open hours at the Library could be determined and directed for incorporation into the City's Fiscal Year 2019-20 Operating Budget but the consideration of Library services considerably above current service levels could be discussed as part of the City Council's regular budget process with other service and program requests and funding analysis.

Fiscal Impact:

The City's commitment towards contributing funds to the Library ends in Fiscal Year 2018-19, thus any funding requires the allocation of money from the General Fund. To maintain the current level of service, the City would need to contribute \$160,624 from the General Fund. For additional open hours on Fridays, the City would need to contribute a total of \$218,983 from the General Fund. Monies expended for additional Library Services will reduce funding available for other needs such as public safety, parks, and maintenance of trees and streets, all of which are a high priority to the community.

POLICY ALTERNATIVES:

Alternative 1: Do not provide any funding towards Library open hours

Pros: Since the funding commitment for additional open hours has been completed, additional General Fund dollars could be available to fund other high priority needs and services.

Cons: Eliminating the City's contribution towards Library open hours will result in a decrease of service levels at the Library and will have a direct impact on the community.

Reason for not recommending: Will decrease service levels and have an adverse impact on the community.

Alternative 2: Fund all of the SCCLD's proposals as recommended by the Library and Education Commission, at a total cost of \$533,833

Pros: This recommendation will align with the Library and Education Commission's recommendation and will fund additional services for students.

Cons: This will require a significant amount of money from the General Fund and making a commitment at this time will not allow the Council to evaluate all of the community's needs in a comprehensive manner.
Reason for not recommending: Will not allow Council to evaluate this funding need in the context of all other high priority needs and services.

Recommendation:

- 1) Approve funding in the amount of \$160,624, to maintain Milpitas Library current open hours and direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget
- 2) Consider funding an additional two (2) hours per week on Friday evenings from 7:00PM – 9:00PM in the amount of \$58,359 and if approved, direct staff to incorporate this action into the City's Fiscal Year 2019-20 Operating Budget
- 3) Evaluate the funding of the additional programs and services during the Fiscal Year 2019-20 Budget Process

Attachments:

1. Library and Education Advisory Commission February 20, 2019 Minutes
2. SCCLD Library Funding Proposals Sheet

**CITY OF MILPITAS
M I N U T E S**

LIBRARY AND EDUCATION ADVISORY COMMISSION MEETING

- Minutes:** Special Meeting of the Library and Education Advisory Commission
- Date of Meeting:** February 20, 2019
- Place of Meeting:** Barbara Lee Senior Center, Rm 140/141, 40 N. Milpitas Blvd.
- I. Call to Order:** Chair Chou called the meeting to order at 7:00 pm.
- Roll Call:** Commissioners Present: Yu-Lan Chou, Dana Arbaugh,
Theresa Hoang and Nonie McDonald
- Commissioners Absent: Elpidio Estioko, Ha Phan, Trinidad Aoalin
Hellie Mateo and Sonny Wang.
- City Council Liaison: Councilmember Montano
- Library Staff Present: Stephen Fitzgerald, Chris Brown and Nancy Howe
- City Staff Present: Renee Lorentzen - Recreation and Community Services
Director
John Macon – Recreation Services Supervisor
David Sanchez – Public Services Assistant
- II. Alternates Seated:** Commissioners Dana Arbaugh and Theresa Hoang
- III. Pledge of Allegiance:** Chair Chou led the Commission in the Pledge of Allegiance.
- IV. Adoption of Agenda:** Motion to approve Agenda for February 20, 2019.
M/S: Arbaugh / McDonald **Ayes:** All
- V. Announcements and Correspondence:**
None
- VI. Public Forum:** None
- VII. New Business**

1. Library Funding Discussion

Background: Chair Chou read the background as follows:

In 2016, the Milpitas City Council approved to fund the Milpitas Library open hours for an additional 17 hours per week for two years. These additional funded hours resulted in a contribution of \$470,052 (year 1) and \$509,578 (year 2) by the City of Milpitas. At the October 25, 2018 Santa Clara County Library District (SCCLD) Joint Powers Authority (JPA) Board Meeting, the JPA approved an increase to the SCCLD staffing budget, including the Milpitas Library. An additional \$355,431 is being allocated from the SCCLD to the Milpitas Library for the next two years. In

response to the extra funding, SCCLD staff reached out to the City of Milpitas staff to request the consideration of alternate funding options by the City Council for Fiscal Year 2019-20.

Recreation Director, Renee Lorentzen presented three potential proposal options that the Santa Clara County Library District had offered for the LEAC Commission to discuss and consider for FY 2019/20. It was also mentioned to the Commissioners that they were not precluded from offering a different recommendation to City Council apart from the three proposals offered by SCCLD as a funding example.

It was emphasized to the Commission that any funds recommended for Library Services above the current open hours, could have implications related to other potential funding needs for the greater City of Milpitas in areas such as public safety, programs and services, streets, etc.

MOTION to:

1. Maintain City contribution needed for current library open hours.
2. Fund monthly student engagements and Go Go Biblio Vehicle Purchase (excluding \$46,474 for books and materials).
3. Fund Friday hours from 7:00PM to 9:00PM.

M/S: McDonald / Arbaugh **Ayes:** All

Additional Commission Comments:

- 1) Consider the SCCLD 2 year budget cycle and any probability of FY 20.21 funding commitment.
- 2) The Commission would like to look for future partnership between the City of Milpitas and the Friends of the Library to fund the Books and Materials for the monthly student engagements.
- 3) At the time of FY 20.21 Budget planning, consider the one-time purchase cost of the “Go Go Biblio” electric vehicle in year one be considered as an offset to continue funding additional Friday hours.

VII. Adjournment:

With there being no further business, the meeting was adjourned at 8:00 PM to the next scheduled meeting on March 18, 2019.

SCCLD LIBRARY FUNDING PROPOSALS

PROPOSAL 1: MAINTAIN CITY CONTRIBUTION NEEDED FOR CURRENT HOURS

The City of Milpitas would contribute \$160,624 for Budget FY 2019-2020 to maintain the current Milpitas Library open hours.

<i>Expense</i>	<i>Est. Cost</i>	<i>City Total Contribution</i>	<i>City Budget to be reallocated for services</i>
Current Hours Maint.	\$160,624		
Total	\$160,624	\$160,624	\$348,954

PROPOSAL 2: ADD FRIDAY HOURS FROM 7:00PM TO 9:00PM

- 51% of library users said they would visit Friday 6:00PM to 9:00PM
- Memorable Schedule of Monday – Friday: 10:00AM – 9:00PM and Saturday – Sunday: 10:00AM – 7:00PM
- Current Schedule is Monday – Thursday: 10:00AM – 9:00PM and Friday – Sunday: 10:00AM – 7:00PM

<i>Expense</i>	<i>Est. Cost</i>	<i>City Total Contribution Plus Proposal 2</i>	<i>City Budget to be reallocated for services</i>
1 pt Library assistant	\$58,359		
Total	\$58,359	\$218,983	\$290,595

PROPOSAL 3: FUND MONTHLY STUDENT ENGAGEMENTS

- 11,580 created student library cards
- Monthly visit every student
- Go Go Biblio: electric outreach vehicle purchase
- Build an outreach collection
- Goal: improve reading scoring in MUSD

<i>Expense</i>	<i>Est. Cost</i>	<i>City Total Contribution Plus Proposal 1 & 2</i>	<i>City Budget to be reallocated for services</i>
Go Go Biblio Vehicle Purchase	\$75,000		
1 FT Librarian	\$140,829		
1 FT Clerk	\$93,128		
Books/Materials	\$46,474		
Total	\$355,431	\$574,414	-\$64,836

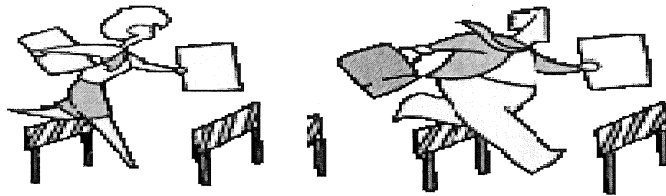


CITY OF MILPITAS

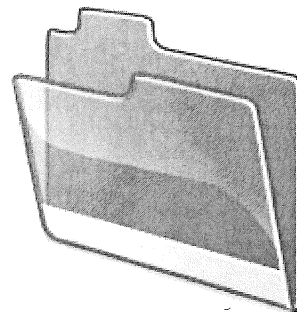
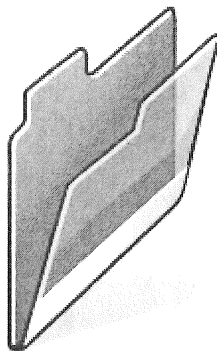
455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

4/02/2019

Agenda Item No. 10



ATTACHMENT RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION



Mary Lavelle

City Clerk's Office

From: Yu-Lan Chou <yulan_chou@yahoo.com>
Sent: Tuesday, April 02, 2019 3:31 PM
To: Mary Lavelle; Carmen Montano
Cc: Stephen Fitzgerald; Commission (LAC); John Macon
Subject: Support for the proposed library funding -- April 2, City Council Meeting

APR 02 2019

RECEIVED

Dear Honorable Mayor and City Council members,

I am writing in support of the April 2, 2019 City Council meeting agenda item of the proposed library funding allocation. The Milpitas Library is playing an integral role in Milpitas citizens' daily life. Where kids enjoy the story time and other programs of their toddler time, the library service is always a popular community service that has been trusted by parents for learning enrichment. Teens, adults, and seniors also enjoy the variety offerings of collections, programs, exhibits that the library provides.

We applaud the continuing growth in readership and circulation that the Milpitas Library is experiencing. Thanks to the library management, staff, volunteers, and patrons who made it possible. With the proposed library funding allocation, the Milpitas Library will bring the mobile library services to the Milpitas Community and extend its service weekend hours at its Main Street Building. These are the essential elements to pave the path to stimulate the Main Street transformation and better living quality in Milpitas.

I urge you to vote in favor of the proposal and fund them fully.

Sincerely,
Yu-Lan Chou
Chair, Library and Education Advisory Commission

APR 02 2019

RECEIVED

Mary Lavelle

From: Stephen Fitzgerald <SFitzgerald@sccl.org>
Sent: Tuesday, April 02, 2019 2:26 PM
To: Mary Lavelle
Cc: Renee Lorentzen
Subject: FW: Letter to Milpitas City Council

Hi Mary,

Renee Lorentzen suggested I forward any letters to you regarding the library for tonight's meeting. Please see Dana's email below.

Thanks!
Steve

Stephen Fitzgerald | Community Librarian Santa Clara County Library District | www.sccl.org Milpitas Library | 160 N Main St | Milpitas, CA 95035-4323
(408) 262-1171 ext 3600

-----Original Message-----

From: Dana Arbaugh <arbaugh@comcast.net>
Sent: Tuesday, April 2, 2019 10:39 AM
To: Stephen Fitzgerald <SFitzgerald@sccl.org>
Cc: Linda Arbaugh <LArbaugh@sccl.org>; Nancy Howe <NHowe@sccl.org>
Subject: Letter to Milpitas City Council

Steve,
Got Laryngitis! May not attend meeting. Here is a short letter to read to them tonight:

I have been connected to our Milpitas Library since 1980. No other public building provides as much benefit to our residents as our library. As both a Milpitas Library Commissioner and Library Friends Board member, I urge you to support our library 100%. Please vote to fund all three proposals per our Library Commission motion and recommendation. Thx, Dana Arbaugh

Sent from my iPhone



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Fire Department Standards of Cover Briefing
Category:	Public Safety
Meeting Date:	4/2/2019
Staff Contact:	Rick Frawley, 408-586-2424
Recommendation:	Receive Fire Department Standards of Cover Briefing completed by Citygate Associates.

Background:

The Milpitas Fire Department commissioned Citygate Associates to conduct a staffing needs assessment and operations evaluation. This assessment is known as a Standards of Cover (SOC). In December 2018, the Citygate team spent three days in Milpitas to interview personnel and review on-site operations. Citygate has analyzed available data and reviewed staff workload. The data and interviews required for the comparison to industry best practices is being analyzed and reviewed by both Citygate and Fire Department leadership. The recommended changes in staffing and operations will be coordinated in a strategic planning review and evaluated in the budget request process.

The Citygate team will be assisting with a summary of findings to Council. The Fire Department staff will present an update of the pending results to the City Council at the Council meeting.

Analysis:

As a result of the fiscal challenges that impacted the City in 2001 and 2008, the Fire Department was required to reduce its staffing levels and adjust deployment and services levels.

Currently, the City population and service demands are growing. The Fire Department's potential growth and service delivery model should be analyzed to ensure that community and public safety needs are addressed. In coordination with the City Manager, the Fire Department's leadership team wished to have a professional and independent staffing and operations analysis to receive a staffing needs assessment and identify potential opportunities to improve operations. The Fire Department leadership team is evaluating and prioritizing the recommendations. This comprehensive review of Fire operations forms a roadmap and long-term plan that would take several years to implement. The report data is currently being analyzed to create a needs assessment for potential growth should Council choose to move forward with final recommendations.

Fiscal Impact:

There is no fiscal impact associated with receiving the Fire Department Standard of Cover briefing. Resource requests that have been prioritized for the FY19-20 year will be considered during the operating budget discussions.

Recommendation:

Receive Fire Department Standards of Cover Briefing completed by Citygate Associates.

Attachment:

NA



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps.
Category:	Leadership and Support Services
Meeting Date:	4/2/2019
Staff Contact:	Ashwini Kantak, 408-586-3053
Recommendation:	Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps.

Replacement Agenda Report:

This Agenda Report has been updated to reflect initial feedback from the City Council on March 19, 2019

Background: On February 26, 2019, at the City Council retreat, Council directed staff to bring back recommendations for establishing a formal process for setting the Council agenda. In addition to this, there was also discussion about what staff and Council could do to manage Council meetings more effectively.

Staff has researched the agenda setting process in other cities. The City of San Jose has a Rules and Open Government Committee, led by the Mayor and comprised of 4 other Councilmembers. This Committee meets weekly to review and approve the final agenda for the next Council meeting, consider any new items and review the administrative draft for the subsequent Council meeting. The Committee also reviews and approves other Committee workplans and study session agendas, and receives legislative updates and hears appeals of any public record act requests. Cities similar in size to Milpitas do not have a formal Council committee for agenda setting. Typically the City Manager provides a look-ahead report of agenda items ranging from two weeks to three months to the Mayor or the entire Council and each Council meeting agenda is finalized in an informal discussion between the City Manager and Mayor/Mayor and Vice-Mayor.

The current practice of setting the Council agenda is that the City Manager, in conjunction with the executive leadership team, develops a draft agenda based on the following guidelines:

1. Policies, programs, and ordinances per established Council priorities and follow up to prior Council direction
2. Capital projects that have been approved in the five year CIP
3. Any reports that require Council approval
4. Requests from the Mayor or individual Councilmembers

The City Manager discusses the agenda and the draft agenda for the subsequent meeting with the Mayor and individual Councilmembers during 1:1 meetings. Additionally the City Manager also shares a six-month look ahead of major items coming to Council. A tentative agenda for each subsequent meeting is included as an agenda item for discussion in the prior Council meeting.

Analysis: Staff is proposing the following for Council consideration while discussing the establishment of a committee for setting the Council agenda.

Name of the Committee:

A Rules Subcommittee has already been included in the Open Government Ordinance, as outlined in Title I, Chapter 310, and Section 4 of the Milpitas Municipal Code. The role of this subcommittee was to specifically advise the City Council on the implementation of the Open Government Ordinance but the subcommittee has not met for several years. In order to avoid any confusion with the purpose of this Rules Subcommittee,

Council may want to consider a different name for the proposed subcommittee such as the Council Agenda Subcommittee, or use the Rules Subcommittee name, but re-name the existing Rules Subcommittee that advises on the Open Government Ordinance.

Subcommittee Members:

Staff is recommending that the Mayor lead the agenda subcommittee since he is the presiding officer of the City Council. The Mayor may choose to directly appoint the second subcommittee member on an annual basis or have this appointment be considered by Council. In order to avoid a Brown Act violation, the City Attorney's office is recommending that no other Councilmember actively participate in any discussion at this proposed subcommittee. Otherwise, if three Councilmembers actively participate, then the subcommittee meeting will turn into a meeting of the full Council in violation of the Brown Act. Best practices would require that other councilmembers avoid attending the subcommittee meeting or attend only as an observer with no discussion.

Meeting Frequency:

Staff is recommending that the agenda subcommittee meet at least 10 days prior to a regular Council meeting. This will allow any changes to the agenda to be made in a timely manner prior to the publishing of the agenda six days before the Council meeting, as required by the Open Government Ordinance. If the agenda committee is unable to meet due to scheduling conflicts, staff will need to move forward with the City Council agenda without the subcommittee's input.

Committee Role and Scope:

The following are some items for Council to consider as they review and discuss the role and scope of this proposed subcommittee:

1. At the first meeting, the agenda subcommittee may want to approve criteria for items to be placed on the consent calendar. For example, all consent calendar items could fall into one of the following categories:
 - a. Approval of all Council minutes, calendars, setting dates for public hearings/meetings,
 - b. Final approval of leases and agreements, deeds, or easements,
 - c. Adoption of resolutions and/or ordinances when Council has given prior direction
 - d. Construction and professional service contracts for capital projects that were included in the adopted five year capital improvement program budget, do not require additional funding, and did not have any protests,
 - e. Contracts for services or goods over \$100,000 and under \$500,000,
 - f. Travel requests,
 - g. Acceptance of grants, and
 - h. Routine reports and updates that do not require discussion
2. Review and approve the next regular Council agenda, including any changes to the order the items will be heard. If the Committee determines that an item needs to be pulled off consent, provide direction as to whether that item should be kept on the same agenda or moved to a subsequent meeting.
3. Review the administrative draft of the subsequent Council meeting agenda.
4. Review requests for any new agenda items from the Committee and direct City Manager to add to a future agenda. Requests from any other Councilmembers may be routed through the City Manager and included on the draft agenda with a notation as to the name of the Councilmember making the request.

Council Meeting Management Considerations

In addition to the recommendations related to an agenda subcommittee, Council may want to consider the following options for more effective meeting management of Council meetings:

1. Staff to develop the draft agenda based on guidelines for consent calendar and shall strive to place no more than 4-6 discussion items on the agenda to the extent possible

2. Staff to provide a six-month look ahead on all major policy and program items to the Council Agenda subcommittee on a monthly basis
3. Staff shall place items on the consent calendar in accordance with criteria approved by the proposed agenda subcommittee
4. Agenda subcommittee shall review consent calendar items and provide advance direction to staff
5. A no vote, abstention, or formal recusal due to a conflict of interest can be recorded without pulling item off the consent calendar
6. Any items pulled off consent shall be heard last or at a subsequent meeting, depending upon the number of speakers and the anticipated length of the items that have been officially scheduled for discussion during that particular meeting; the Mayor shall make this determination at the Council meeting
7. Council may send questions to the City Manager by noon on the day before the Council meeting; written responses can be provided to the full Council and published on the website. This will allow questions to be asked and responded to in a transparent manner in advance of the meeting
8. If staff is asked to bring back an item, Council direction could outline specific information being requested so as to make the follow up discussion more efficient
9. A formal time check by the Council at 10 p.m. to determine which items may be deferred to the next meeting. This will avoid community members staying for long periods of time only to have their item of interest deferred

In addition to the options discussed above, Council may also want to consider additional delegation of authority to the City Manager so as to enable Council to spend it's time primarily focused on major policies and programs, the City budget, land use approvals, and large contracts. For example, the delegation of authority could include acceptance of grants, approval of staff travel, and add/delete actions for positions that do not require the establishment of new classifications or the need for an appropriation action.

Fiscal Impact: Adding an additional publicly noticed meeting for every regular Council meeting will result in additional staff time and may require re-prioritizing of other workload.

California Environmental Quality Act: Not applicable.

Recommendation: Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps.

Attachment: None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations for Appointments to the Milpitas Planning Commission and Additional Appointments by the Mayor to Six Commissions (Contact: Mayor Tran, 408-586-3029)
Category:	Reports of Mayor and Councilmembers
Meeting Date:	4/2/2019
Contact:	Mayor Rich Tran, 408-586-3029
Recommendations:	1. Receive Mayor and Councilmember recommendations for appointments to the Planning Commission, and consider confirming two appointments. 2. Receive Mayor's recommendations and approve appointments to the Arts Commission; Economic Development & Trade Commission; Parks, Recreation and Cultural Resources Commission; Public Safety & Emergency Preparedness Commission; Science Technology & Innovation Commission; and the Veterans Commission

Background:

Milpitas Municipal Code Title I Chapter 500 establishes the composition, qualifications, and organization of the Milpitas Planning Commission and provides regulations for appointments and terms of office. Any Council member may recommend to the Mayor a resident for appointment to the Planning Commission and the Mayor shall consider all applications of file to present his recommendation to the City Council for approval. All Planning Commissioners must be residents and registered voters in Milpitas and may not hold any other public office or employment in the government of the City of Milpitas.

Planning Commission terms are for three years, commencing on the first day of January and concluding on the 31st day of December of the third year thereafter. Bylaws allow current Planning Commissioners to remain in office until their successors are appointed. Newly appointed Commissioners serve the unexpired portion of the normal term of their appointed seat. Commissioners are eligible to serve a maximum of three consecutive three-year terms.

The current composition of Milpitas Planning Commission and the status of each member's term is:

Member	Term Expiration	Terms Served	Absences in 2017-18	Status
Timothy Alcorn	Dec. 2021	New	0	Current
Bill Chuan	Dec. 2020	New	0	Current
Sudhir Mandal	Dec. 2019	4	2	Current
Demetress Morris	Dec. 2019	1	4	Current
Zeya Mohsin	Dec. 2018	1	5	Term Expired
Gurdev Sandhu	Dec. 2018	7	3	Termed Out
Larry Ciardella	Dec. 2017	4	3	Termed Out
Evelyn Chua (Alt.)	Dec. 2018	1	4	Term Expired

New Commissioners Alcorn and Chuan are serving terms that will expire in December 2020 and 2021, respectively. Commissioners Mandal and Morris are serving in current terms that will expire in December 2019. Commissioners Mohsin, Sandhu, and Alternate Chua are serving “extended” terms after their regular terms expired in December 2018, and Commissioner Ciardella is serving an “extended” term after his regular term expired in December 2017. Commissioners Sandhu and Ciardella have both served more than three consecutive three-year terms and are not eligible for reappointment.

Analysis:

Citizens interested in serving on the Planning (or any) Commission must submit an application to the City Clerk, who then confirms the applicant’s voter registration with the Registrar of Voters. Applications are shared with Planning Director, who reviews the list and provides input to the Mayor. The Mayor may ask for input from the Council and/or invite additional residents to submit applications. As noted above, any Councilmember may recommend to the Mayor a resident for appointment to the Planning Commission from the entire pool of applicants.

The following 20 Milpitas residents submitted applications for consideration by the Mayor and Council for appointment or reappointment to the Planning Commission.

Applicant’s Name	Background Notes	Registered Voter
Ricardo Ablaza	Real Estate Broker; REO Agent for B of A; First Pacific Real Estate; Econ Dev Commission	Yes
Manpreet Badesha	Omniceil – Management Background in math/engineering	Yes
Russell Bargstadt	Director of Operations, DeVry Institute B.S., Electronics; Pines HOA; Zanker PTA	Yes
Evelyn Chua	Self-employed; HR consultant Current PC Alternate; former regular PC member	Yes
Larry Ciardella	Retired Business Owner; Spring Valley Vol. FD; Rotary; Chamber; Planning Commission	Yes
Spencer Hsu	Sales Manager; Optibus Real Estate investment; business development	Yes
Nagaraj Koranthota	Cisco	No
Michael Lee	Sr. Privacy Mgr. – global compliance, Intuit Current Member, Citizens Advisory Commission	Yes
Ray Maglalang	RE broker; Ibis Universal Corp.; Milpitas Lions Club; Knights of Columbus; Planning Commission	Yes
Ernesto Martinez	Realtor, Century 21 Alliance; US History teacher at Ohlone College; former social worker	Yes
Zeya Mohsin	Community Volunteer Current Planning Commissioner	Yes
Sean Pan	System Engineer, Northrup Grumman; Toastmasters	Yes
Andrew Ridley	Transportation Demand Analyst; Consultant, ALTRANS Mgmt. Assoc.	Yes
Gurdev Sandhu	Retired from Rockwell Collins; SC County Parks & Rec. Commission; Planning Commission (12+ yrs)	Yes
Doug Sueoka	Auditor, Costco Wholesale 20+ yrs. retail management experience	Yes
Steve C. Tao	Comm. Real Estate; Education in Architecture; Gen. contracting/construction; former PC member	Yes
Michael Tsai	Self-employed tutor; MUSD Board member GPAC member	Yes
Thomas Valore	Retired CFO, active Milpitas Chamber of Commerce	Yes
Viswanathan, Suraj	USA Cricket Board of Directors	Yes
Ken Wang	Mechanical Engineer; Thinfilmm Electronics; Fluent in Cantonese and Mandarin	Yes

From the list of 20 applicants, Mayor Tran and Councilmembers submitted the following recommendations to City Council for appointments to the Planning Commission:

Applicant's Name	Recommended by:	To Replace:	Term Expires:
Evelyn Chua	Mayor Tran	Gurdev Sandhu	Dec. 2021
Steve C. Tao	Councilmember Phan	Zeya Mohsin	Dec. 2021

Councilmember Nuñez did provide a recommendation to staff to consider the appointment of Ricardo (Ricky) Ablaza to a term of service that will expire in December of 2020. Currently, Mr. Ablaza serves as a member of the Economic Development & Trade Commission, on which Mayor Tran supports his continued service.

Fiscal Impact: Appointments to City Commissions will result in no new fiscal impacts.

Recommendations:

- 1) Planning Commission: Receive Mayor Tran's recommendation and recommendations from Councilmembers Nuñez and Phan, then move to appoint two new Milpitas Planning Commissioners:
 - Evelyn Chua to a term of service that will expire in December of 2021
 - Steve Tao to a term of service that will expire in December of 2021

One additional appointment may be considered by the City Council at the meeting, with a recommendation from any City Councilmember, followed a vote of approval.

- 2) Receive Mayor Tran's recommendations and make appointments to the following six Commissions:

Arts Commission

Newly appoint Robert Besler to a vacant seat as Commissioner to a term that expires in October 2021.

Economic Development and Trade Commission

Newly appoint Victor San Vicente as voting Commissioner representing residents (vacant seat) to a term that expires in April 2022.

Re-appoint Chris Norwood as MUSD Board representative to a term that expires in April 2022. Also confirm Michael Tsai as Alternate from the school board, per Board action (see attachment).

Parks, Recreation and Cultural Resources Commission

Appoint current Alternate No. 1 Voltaire Montemayor as voting Commissioner to term to expire in June 2021.

Newly appoint Ricky Davis as Alternate No. 1 to a term that expires in June of 2020.

Newly appoint Molly Current as Alternate No. 2 to a term that expires in June of 2019.

Public Safety & Emergency Preparedness Commission

Confirm the assignment of Milpitas Unified School District Board of Trustees member Hon Lien to newly serve as voting Commissioner to a currently vacant seat that expires in June of 2020. Her appointment is based on action by the School District in December 2018 (see attachment). Also confirm Boardmember Daniel Bobay as Alternate.

Science, Technology and Innovation Commission

Appoint current Alternate No. 1 Jaime Hallera as voting Commissioner to a term that expires in January 2020.

Appoint current Alternate No. 2 Ratan Choudhury as Alternate No. 1 to a term that expires January 2021.

Newly appoint Guy Haas as Alternate No. 2 to a term that expires in January 2021.

Veterans Commission

Appoint current Alternate No. 2 Ricardo Martinez as Commissioner to a term that expires in February 2022.

Newly appoint Bruce Choy as Alternate No. 1 to a term that expires in February 2022.

Attachments:

- a) All current applications on file for 6 Commissions
- b) List of Assignments from Milpitas Unified School District

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

City Clerk's Office

MAY 18 2018

RECEIVED



✓ registered voter

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: EVELYN First QUEDADO Middle CHUA Last

Address: 929 Number COVENTRY WAY Street MILPITAS, CA. Apt. # 95035

408-728-2436 Telephone Number(s) CHUA4 EVELYN@GMAIL.COM e-mail address

Are you a registered voter in the City of Milpitas? YES How long have you lived in Milpitas? 29 YEARS

SELF-EMPLOYED Present Employer 408-728-2436 Business Telephone

SAME AS ABOVE Address HR CONSULTANT Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
GOLDEN GATE UNIVERSITY	MASTER IN HUMAN RESOURCES	2009	MS HR
FERRIS STATE UNIVERSITY	B.S. M.D. TECHNOLOGY	1973	BS MT

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
2015 - PRESENT	LADIES GUILD - MILPITAS	MEMBER
2016 - "	PEACEFUL POET - MILPITAS	MEMBER

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

AS A CURRENT PLANNING COMMISSIONER - ALTERNATE AND PREVIOUSLY SERVED AS A REGULAR MEMBER OF THE COMMISSION, I HAVE THE KNOWLEDGE, SKILL, EXPERIENCE, AND PROVEN DEDICATION/COMMITMENT TO BE A PERMANENT/REGULAR MEMBER OF THE PLANNING COMMISSION.

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

[Signature]
Signature

5-18-18
Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035



CITY OF MILPITAS

City Clerk's Office

Mailing Address: 455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479 • www.ci.milpitas.ca.gov
Temporary Location: 1210 Great Mall Drive

MAY 18 2018
RECEIVED

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

Please type or print responses on separate paper(s) to the following questions:

1. Why are you interested in serving on the Planning Commission?
CURRENTLY, I'M A PLANNING COMMISSIONER- ALTERNATE. I WOULD LIKE TO BE A PERMANENT VOTING MEMBER OF THE COMMISSION.
2. Describe your understanding of how the City's general plan, zoning ordinance, and planning procedures affect the development of the community.
GENERAL PLAN IS THE MASTER GUIDELINE FOR DEVELOPMENT IN THE CITY. ZONING ORDINANCE IMPLEMENTS THE GENERAL PLAN WHILE PLANNING PROCEDURE IS THE STEP-BY-STEP METHODOLOGY THAT IS FOLLOWED.
3. In what way will your personal or work experience contribute to your role as Planning Commissioner? HAVING BEEN A PROJECT MANAGER, I HAVE ^{THE} SKILL, KNOWLEDGE, EXPERIENCE IN PLANNING, DEVELOPMENT, IMPLEMENTATION AND MONITORING OF PROJECTS. THESE SKILLS ARE ESSENTIAL AS A PLANNING COMMISSIONER.
4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved? HOUSING, TRANSPORTATION, TRAFFIC, PARKING, INCREASE IN WATER & ELECTRIC FEES. (PLEASE REFER TO BACK PAGE.)
5. Do you have a long-term vision of how you think the City should develop?
THE CITY SHOULD BE DEVELOP WHERE THERE IS A BALANCE BETWEEN SUSTAINABLE GROWTH, CONTAINED TRAFFIC ISSUE, ADDRESSED PARKING CHALLENGE, SENIOR AND AFFORDABLE HOUSING FOCUSED.
6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts of how the City should address this issue.
YES, PLEASE REFER TO ITEM #4 ON THE BACK PAGE.
7. What do you see as the different roles of City staff, the Planning Commission, and the City Council? CITY STAFF REVIEWS ANY DEVELOPMENT REQUESTS TO ENSURE THAT THEY'RE COMPLIANT WITH THE GENERAL PLAN, ZONING ORDINANCE AND PERMIT RELATED REQUIREMENTS LIKE FIRE, SAFETY, BUILDING ARE COMPLIANT AS WELL. (PLEASE REFER TO BACK PAGE).
8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program? IT SHOULD FOCUS ON HOUSING, IF THE FUNDS ARE AVAILABLE.

#4: a) HOUSING:

- AGGRESSIVE IMPLEMENTATION OF IN-LAWS QUARTERS
- PROVIDE INCENTIVE TO DEVELOPERS FOR MORE SMALLER UNIT OF HOUSING/STUDIOS
- EXPLORE THE FEASIBILITY OF TINY HOMES IN DESIGNATED AREAS IN MILPITAS

b) TRAFFIC

- PROVIDE IN THE GENERAL A "PHASE-IN" ^{PLAN} APPROACH OF DEVELOPMENT
- A STUDY TO PROVIDE BETWEEN A SUSTAINABLE/BALANCE GROWTH & TRANSPORTATION
- WORK WITH STATE ON HOW TO MANAGE STATE ROADS WITH MILPITAS NEEDS ON CITY STREETS

c) INCREASE IN WATER & ELECTRIC FEES

- CONTINUE TO EXPLORE WAYS TO ADDRESS THESE ISSUES IN ORDER TO FIND SOLUTIONS THAT ARE SUITABLE FOR CITY & CITIZENS NEEDS.

#8 PLANNING COMMISSION AFTER REVIEW OF THE REQUEST MAKES RECOMMENDATION TO THE CITY COUNCIL. CITY COUNCIL ~~MAKES~~ THE FINAL DECISION.

✓ registered voter

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

~~Arts Commission~~ PLANNING COMMISSION

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☐

☒ Mr. ☐ Mrs. ☐ Miss

City Clerk's Office

JUN 15 2018

Ricardo Palmer Ablaza
Name: First Middle Last
RECEIVED

603 Carlsbad Street Milpitas CA 95035
Address: Number Street (apt. # if needed) City & Zip Code

408-316-0793 rpablaza@comcast.net
Telephone Number(s) e-mail address

First Pacific Real Estate 408-316-0793
Present Employer Business Telephone

603 Carlsbad Street Milpitas CA 95035
Business Address Real Estate Broker Occupation

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

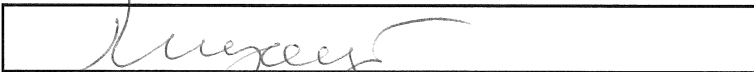
College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Ateneo de Manila University	Pre Med		
University of the East	Economics		AB Economics

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

Date	Name of Organization or Branch of Military	Officer / Member
2007-2011	ResRac Commission	Commissioner
2009-Present	Economic Development Commission	Commission

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

I AM AN EXPERIENCED REAL ESTATE BROKER. I AM ALSO AN AED AGENT FOR BANK OF AMERICA WHERE I NOT ONLY LIST THEIR FORECLOSED PROPERTIES BUT ALSO HANDLE PROPERTY VALUATION, ANALYSIS, PROPERTY PRESERVATION REGARD & EVICTION. AS A CONSEQUENCE I USE MY LEARNED SKILLS TO ASSIST MY INVESTOR CLIENTS IN FLIPPING & REHABbing HOMES & REAL ESTATE DEVELOPMENT. I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.


Signature

06/14/2018

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

I FEEL MY EXPERIENCE & EXPERTISE IN THIS FIELD MAKE ME A GOOD CANDIDATE FOR THE POSITION OF COMMISSIONER IN THE PLANNING COMMISSION.

JUN 27 2018

**CITY OF MILPITAS PLANNING
COMMISSION SUPPLEMENTAL
QUESTIONNAIRE**

Ricardo P. Ablaza
603 Carlsbad Street
Milpitas, CA 95035

Please type or print responses to the following questions. Additional sheets may be attached. Submit responses with Application form to: City Clerk, Milpitas City Hall, 455 E Calaveras Blvd., Milpitas CA 95035.

1. Why are you interested in serving on the Planning Commission?

Please see my response in the following attached pages

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

Please see my response in the following attached pages

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

Please see my response in the following attached pages

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

Please see my response in the following attached pages

5. Do you have a long-term vision of how you think the City should develop?

Please see my response in the following attached pages

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Please see my response in the following attached pages

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Please see my response in the following attached pages

Response to Question #1:

I want to help the City (in an advisory capacity) in developing and maintaining a comprehensive, integrated land use plan, not only for the majority of our community, but for all demographics and stakeholders. Coming from the Economic Development Commission, I know the importance for the City to develop more income streams so it can provide the residents and all stakeholders with exceptional and cost effective services.

Response to Question #2:

The General Plan, Zoning Ordinance and planning procedure is the vision, goals and objectives of the City of Milpitas in planning and developing land use, housing, circulation, conservation, noise, safety, open space and the fair treatment and meaningful involvement of all residents and stakeholders, regardless of race, color, origin and income.

Response to Question #3:

I am an experienced real estate broker. I am also an REO agent for Bank of America and several other asset management companies where I not only list their foreclosed properties but also handle property valuation, analysis, property preservation, rehab and eviction. As a consequence, I use my learned skills to assist my homebuyers, homesellers and investors in buying, selling, flipping and rehabbing homes as well as real estate development. I feel my experience and expertise in this field make me a good candidate for the position of Commissioner with the Planning Commission.

Response to Question #4:

Too much of our commercial / industrial spaces have been converted to housing. We do not want the City to be a bedroom community. Vallejo is a classic example of a bedroom community gone bankrupt. We need to provide more mixed use development as was the original concept of the midtown specific plan and the transit plan. Retail and commercial operations bring income to the city. We need to know the type of retail / commercial mix and size which the City can absorb and still allow its operations to be profitable. We also need to develop areas for businesses which also contribute to the City's Income. To attract businesses to the City, we need to increase the Floor Area Ratio (FAR) to allow vertical development and maximum usage of the little land we have left. The City also needs to reduce traffic which is becoming a problem. Road bypasses need to be built so that the traffic coming to and fro areas outside the Bay Area to Silicon Valley can be diverted from entering the City proper. Also, the various retail / commercial centers need to be connected with point to point public transportation. This way residents will not have to bring their cars when commuting to these centers thereby alleviating traffic congestion.

Response to Question #5:

The City needs to develop bypass roadways to minimize traffic congestion. As our population grows we need to invest in more schools, specially a second High School. We need to start developing vertically to maximize the little land we have left. We also need to develop public transportation in and around the City. We need to strengthen and improve / update our infrastructure to accommodate all the development in the City.

Response to Question #6:

The average price of sold homes in Milpitas is \$1M. To purchase a \$1M home one will need a minimum 20% downpayment (\$200,000) which leaves a debt of \$800,000. To be approved for a loan, one would need a gross annual income of \$144,000 / annum. This leaves the question, what about the marginal and low income earners? How will they fulfill their American Dream of home ownership? How can the City of Milpitas provide housing to this segment of our residents and stakeholders – affordable housing. A low income earner who earns \$5000 / month, who has \$90000 for downpayment can purchase a home worth \$450K. Providing homes in this price range will house marginal and low income earners, assuming they have \$90K tucked away for downpayment. However, not all marginal and low income earners have this kind of money tucked away. The answer is socialized housing. Provide rental units whose rents are affordable to this demographic. This will allow this demographic housing while they grow their financial capacity. When they can afford moving up and purchasing a home, they move out of socialized housing allowing the next low income earner to move in. This will be the continuous cycle of the socialized housing units.

I am very passionate about providing affordable housing to the marginal and low income earner segment of our city. Then, of course, there is the homeless segment which needs to be addressed as well. There are cities in the USA that have successfully developed housing for the homeless. We need to research and study the success of these cities so we can adapt a winning strategy and implement the same in our City.

Response to Question #7:

City Council – legislates city ordinances, resolutions and regulations; and, is the policy making body for the City's direction, goals, projects and infrastructure development.

City Staff – implements the legal and policy decisions made by the City Council

Planning Commission – advisory body, promote economic development, assist in writing specific or community plans, holds public hearings on such plans.

✓ registered voter

COMMISSION APPLYING FOR:

Planning Commission

Title

Mr.

Name

Manpreet S Badesha

Address Type

Residence

Address

2378 Edsel Drive

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 205-1663

E-Mail Address

badesha@me.com

City Clerk's Office

NOV 27 2018

RECEIVED

Present Employer

Omnciell

Other Phone

(408) 205-1663

Occupation

Management

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

AA Degree

College, Professional, Vocational, or other schools attended

AA Degree

Major Subject

Math, Eng

Degree

yes

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

Sikh Temple

Member

Manager

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date

Nov 27, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

registered
voter ✓

COMMISSION APPLYING FOR:

Planning Commission

Title

Mr.

Name

Russel C Bargstadt

Address Type

Residence

Address

1307 Stardust Way

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 910-9655

E-Mail Address

russel.c.bargstadt@raytheon.com

City Clerk's Office

MAR 11 2019

RECEIVED

Present Employer

Raytheon

Other Phone

(408) 522-3484

City

Sunnyvale

Postal / Zip code

94086

Occupation

Director of Operations

College, Professional, Vocational, or other schools attended

DeVRy Institute

Major Subject

Electronics

Degree

Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

Pines HOA

Name of Organization

PTA (Zanker Elem)

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

Long term Milpitas resident (1991). Served on Pine HOA in many capacities including President, VP and board member from 1992 until 2014. Thorough understanding of project management, budgets, requirement definition, contracts and negotiation. My job includes interfacing and working with contractors, trades, and real estate brokers so I have a familiarity those processes and areas of expertise. I am pro responsible growth and believe we must encourage and support economic growth with in the city. Common sense and thoughtfulness will be my trademark. I have no conflicts of interest with the position

Date

Mar 08, 2019

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



NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035



PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

In the past I have been very active in my microcosm community (Starlite Pines), representing our views/needs to the Planning Commission and City Council and in the school district as my kids moved through it. My work and kids extra-curricular activities made it impossible to commit for a few years but circumstances have changed and I am able to re-engage. Community service is a responsibility to me and I am seeking opportunity to serve my community in an area I have interest in and believe I can provide value to

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The General Plan is just that, it is a frame work created to provide long term guidance and facilitate cohesive consistent decisions to meet a vision of the future. Zoning Ordinances control the type of activity and population density of specific areas, this impacts quality of life. Planning ensures compliance to zoning, fairness to petitioners and fit to the plan and community. Planning should weigh community impact, preferences and best interest against development desires. All three should work together to provide guidance to the City Council for the benefit of the community at large and the future

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

My job requires interface with contractors, space planning for the company, oversight of construction projects as required, working with architects, contractors, and the trades (construction, electricians, plumbers, HVAC etc), EHSS requirements and basic awareness of codes. I am well versed in proposal analysis and contract negotiations. I have excellent people and collaborative skills and a desire to see my community thrive. I am objective and analytical with solid common sense. I listen.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

Sane and reasonable growth vs traffic/infrastructure capacity. We have to balance desire to build high density near public transportation with the reality that not everyone who has access uses it. The growth will and should happen, we should levy requirements on Builders to help offset the cost of the infrastructure improvements and need to think creatively about solutions. One thought that comes to mind, could we use round-a-bouts instead of stop signals in intersections like Abel and Great Mall Drive or Calaveras and Abbott or Park Victoria and Landess or near any of the schools to alleviate drop off pressure

Affordable housing – we should preferentially target people that provide services to our community, i.e. teachers, fire/police, retail/hospitality workers, and etc who cannot afford to live in the community they serve, with creative and mutually beneficial alternatives

5. Do you have a long-term vision of how you think the City should develop?

I think we need to have our eyes open to the need for infrastructure improvement as population and inevitably traffic increases. We must also be open to and encourage business growth to increase our tax base so we can afford the population growth. Milpitas has some great advantages in terms of cost and location we should be exploiting that

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

We need to ensure we are getting any available and applicable County, State and Federal money that may be able to be used to help

We should seek community involvement to insure that all good and diverse ideas are being explored. I would be willing to create and chair a planning commission subcommittee to facilitate this or participate if something similar already exists

A program of below market housing with City right of first refusal to buy back at a controlled price increase relative to the market should owner choose to sell. This would keep a growing inventory of affordable housing, remove the risk of people buying and flipping in a few years and potentially reduce the pressure to continually have to find new alternatives. It would require the City to manage and monitor that inventory. We successfully did this on a small scale at a company I previously worked at in the late 80's. It allowed new college grads the ability to buy, build some equity and trade up with minimal effort on the part of the company

Another alternative would be to require that rental projects that have mixed use, retail under living space, maintain units that are specifically for the people that will be employed in the project when complete (retail, service employees) Giving occupancy and rent preference to those residents

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Staff are the experts, front line contact for petitioners and advisors to the commission and council

Commission reviews plans for relevance and fit in the community and the general plan, works with petitioners, staff and the community to create an acceptable project plan if possible and makes recommendation of approval or denial to council

Council has final word and approves or denies

✓ registered voter

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

City Clerk's Office

JUN 01 2018

Veterans Commission
Youth Advisory Commission
Others

RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☒

Planning Comm. ✓

☒ Mr. ☐ Mrs. ☐ Miss

Name: Lawrence First John Middle Ciardella Last
Address: 634 Number Santos Ct Street (apt. # if needed) Milpitas 95035 City & Zip Code
H. 408-262-9097 Telephone Number(s) Cell 408-712-9710
Retired Ciardella's Garden Supply Inc Present Employer Ciardella S @ AOL.com e-mail address
1001 San Antonio Ave Palo Alto Ca Business Address Pres. Occupation
Business Address Occupation

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
<u>College of San Mateo</u>	<u>Business</u>	<u>1966-1968</u>	
<u>US Air Force College</u>		<u>1968-1972</u>	

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

Date	Name of Organization or Branch of Military	Officer / Member
<u>1973-Present</u>	<u>Spring Valley V.F.D.</u>	<u>Asst. Chief</u>
<u>2014-Present</u>	<u>Milpitas Rotary</u>	<u>Pres. Elect</u>
<u>2012-Present</u>	<u>Milpitas Church</u>	<u>Board member</u>

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

I have been a Planning Comm. since 11/2005 to Present
Served on the Hillside Ordance Rev. Community C.A.C., Owned and
operated a Garden Center in Palo Alto

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



Signature

May 31, 2018
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: cityclerk@milpitas.ca.gov

City Clerk's Office

SEP 20 2018

RECEIVED

✓
registered
voter

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name spencer hsu
Address Type Residence
Address 59 meadowland drive
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 223-5493
E-Mail Address sphsu2016@gmail.com

Present Employer Optibus
Occupation Sales Manager
College, Professional, Vocational, or other schools attended Santa Clara University
Major Subject Marketing
Degree MBA

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization VNARP
Member Yes
Name of Organization AREAA
Member Yes
Name of Organization CoreNet
Member Technology SIG

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have been investing in real estate for over 2.5 years
10+ years in technology business development
Born and raised in San Jose and Milpitas
Lived in Milpitas for over 23 years so I am very familiar with the changes and the businesses that came in and out.
I'd like to help out with the community and be more involved in my city.

Date Sep 18, 2018

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



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

NOT reg. voter
1/30/19

COMMISSION APPLYING FOR:

Title

Planning Commission

Name

Mr.

Nagaraj Koranthota

Address Type

Residence

Address

755 East Capitol Avenue

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 598-7489

E-Mail Address

Nagaraj.koranthota@gmail.com

Present Employer

Cisco

City Clerk's Office

JAN 29 2019

RECEIVED

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date

Jan 29, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

City Clerk's Office
AUG 13 2018
RECEIVED

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION

Arts Commission Planning

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☒

☒ Mr. ☐ Mrs. ☐ Miss

Name: Michael W Lee
First Middle Last

Address: 1613 Rocky Mountain Ave Milpitas 95035
Number Street (apt. # if needed) City & Zip Code

408-263-1577 privacymike@gmail.com
Telephone Number(s) e-mail address

Intuit Inc. 650-944-6000
Present Employer Business Telephone

2700 Marine Way Mountain View, CA 94043 Senior Privacy Manager
Business Address Occupation

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State University	Business Administration	08/10/2018	BS

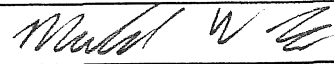
List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
Present	Milpitas Community Advisory Commission	Alternate

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have experience as an auditor at a big 4 accounting firm and have spent the last 15 years in the legal profession as a global privacy compliance subject matter expert.

My profession requires me to have a thorough understanding of laws and regulations and apply those to the business while taking into consideration risks and opportunities to both the business and its customers. I feel that this experience would apply directly to the Planning Commission.

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


Signature

8/10/18
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

Mary Lavelle

From: Michael Lee <privacymike@gmail.com>
Sent: Friday, August 10, 2018 4:03 PM
To: Rich Tran; Marsha Grilli; Bob Nuñez
Cc: Mary Lavelle
Subject: [BULK] Planning Commission Application
Attachments: 20180810155641.pdf

Importance: Low

Dear Mayor Tran, Vice Mayor Girilli, and Councilman Nunez,
(cc: Mary Lavelle)

Attached is my City of Milpitas Commission Application. I am submitting an application for the vacant seat on the Milpitas Planning commission. Tim Wong, Housing & Neighborhood Services Manager, suggested I apply for the appointment.

A lifelong bay area resident and a resident of Milpitas for the past 12 years, I have been a part of the tremendous growth and opportunities our area has been seen over the past few decades. I believe that that Planning Commission plays a critical role helping to ensure that the city of Milpitas continues to prosper while balancing the needs and desires of its residents. In while balancing business opportunities. In recent years I have been an alternate member of the Community Advisory Commission and am looking for an opportunity to further expand the scope of service I provide the community and to help improve the community as a whole. An appointment of to the Planning Commission I believe is a means to accomplish these goals.

By way of background, I have a degree in Accounting and Management Information Systems. I have experience as an auditor at a big 4 accounting firm and have spent the last 15 years in the legal profession as a global privacy compliance subject matter expert. My profession requires me to have a thorough understanding of laws and regulations and apply those to the business while taking into consideration risks and opportunities to both the business and its customers. I feel that this experience would apply directly to the Planning Commission.

Sincerely,
Michael Lee
privacymike@gmail.com

=====
This is an **EXTERNAL EMAIL**.

Please do not open unexpected attachments or those sent by unknown senders.
=====

from M. Lee

City Clerk's Office

SEP 13 2018

RECEIVED

1. Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission to help oversee and help ensure the appropriate growth of the city that I call home both now and for the foreseeable future. In today's environment there has been a significant increase in redevelopment and the replacement of commercial or industrial zoned areas for residential use. I want to help ensure that this trade off is well understood and that it does not undermine the future growth and opportunity for the city of Milpitas.

Furthermore, I believe I could be of service to the Planning Commission to help ensure that conversations and discussion are useful and beneficial to the City of Milpitas and reflects a professional demeanor. A case in point I raise is in a recent Planning Commission meeting, there was a lengthy conversation about including the name of Milpitas in a hotel name. I find this to be misdirected and unnecessary in a professional environment that wastes not only the time of the City as well as the public.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the community.

A City's General Plan serves as the city's guideline for future development goals and provides broad directions on how to achieve them. The General Plan is composed of multiple elements encompassing a variety of topics that meet state law. The Milpitas General Plan is currently undergoing revision.

A zoning ordinance defines how property at a specific geographic location may be used. Zoning ordinances are a useful tool for urban planning, whereby it divides city land into residential, commercial and industrial areas.

City planning procedures, General Plan and Zoning Ordinances, work in concert to perform long term planning and decision making about various land use projects.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I believe my work as a Senior Privacy Manager and former career as an Auditor contribute greatly to the role as a Planning Commissioner. As a Sr. Privacy Manager, I am tasked with interpreting international laws and regulations to determine how these may impact my company. This involves understanding risks both financial and legal, determining the appropriate path forward based on industry best practices and advising our Senior Leadership Team on the proposed path forward. In that regard, I see the role of a Planning Commissioner to understand the General Plan, Zoning Ordinances, and Public Opinion to help guide the decisions of the Planning Commission and City Council.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

I believe the most pressing planning issues with Milpitas is the need for low income housing, the loss of industrial and commercial business, and the lack of infrastructure for increased residential housing and the transit hub. While there are no easy solutions to these issues, a couple of thought I have would be to alter the ability for developers to pay into the city's affordable housing fund in-lieu of building affordable housing. I also believe that new high density housing projects should also be accompanied with commercial/retail space to ease the overcrowding of grocery stores and other fundamental services. This is not to be taken as a call for Trader Joe's to come to Milpitas. Rather, my intention is that by having commercial space available and the appropriate incentives, retailers should want to establish a presence in Milpitas.

5. Do you have a long-term vision of how you think the City should develop?

I believe the city needs to take a tempered approach to development. In the recent years it appears that the city is beginning to lose commercial and industrial businesses and replaced those with residential units. While increasing the city population at the cost of lost tax revenue we have seen a massive overpopulation of existing infrastructure. The City must take all these factors into account to ensure an appropriate balance of housing, commercial and infrastructure. This responsible approach should lead to an overall increase in all these factors. Increased housing provides a place to live for workers at new businesses. While new businesses and more residents drives the need for additional infrastructure. If we can achieve the right balance, it should be a win-win for all.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

While there are no silver bullets for this issue, one possible solution is to look at the Facebook and Google models for residential development. Large companies have now taken up the fight for their own employees to help combat the ever growing issue. By drawing in large companies, this may be one solution. Another possibility is one address in question 4. Developers must incorporate affordable house into developments of a certain size.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

The groups have different roles that are dependent upon one another. The Planning Commission serves in an advisory role to the City Council on land use, zoning and development issues within the city. The City Council takes into consideration the advice and recommendations presented by the Commission. City Staff is fundamental to both the City Council and Planning Commission by providing a needed resource and subject matter expertise in these matters.

✓ registered voter

COMMISSION APPLYING FOR:

Title Planning Commission
Name Mr.
Address Type Ray Maglalang
Address Residence
City 1346 Lassen Ave
Postal/Zip Code Milpitas
Mobile Number 95035
E-Mail Address (408) 506-8626
RAYMAG72@YAHOO.COM

City Clerk's Office

DEC 06 2018

RECEIVED

Present Employer IBIS UNIVERSAL CORPORATION
Other Phone (408) 262-8425
Business Address (Optional) 1535 LANDESS AVE STE 140
City Milpitas
Postal / Zip code 95035

Occupation REAL ESTATE BROKER ASSOCIATES
College, Professional, Vocational, or other schools attended FEATI University
Major Subject BSME
Degree Mechanical Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Knights of Columbus
Name of Organization Milpitas Executive Lions Club
Member Past District Governor
Name of Organization ST. Elizabeth Church
Member Lector

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

In My last 4 years experienced in the Planning Commission, I learned the planning process, as an Advisory Commission in all Planning and Development issues. We make sure that the General Plan, Specific plan, Zoning and land use are implemented by reviewing the development applications. I have attended a yearly training sponsored by the city at the League of the California city. I can also read blue prints, flow diagram and visit the site as necessary. All these are important as an advisory commission to the City council.

Date Dec 05, 2018

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

A handwritten signature in black ink, appearing to read "Raymond L. Lundy". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

AUG 16 2018

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

RECEIVED

 Veterans Commission
Youth Advisory Commission

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☒
☒ Mr. ☐ Mrs. ☐ Miss

Planning or Parks, Recreation & Cultural

 Ernestu Martinez
Name: First Middle Last

 70 Michalakis Dr 202 Milpitas, CA 95035
Address: Number Street (apt. # if needed) City & Zip Code

 408-661-5304 ernestomartinez38@gmail.com
Telephone Number(s) e-mail address

 Century 21 Alliance
Present Employer Business Telephone
2090 Concourse Dr #98 San Jose, CA 95131 Realtor
Business Address Occupation
Education: If Youth Advisory Commission applicant, indicate your grade/school:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
SSSU	History	5/1997	B.A.
SSSU	Ethnic Studies	5/2002	M.A.

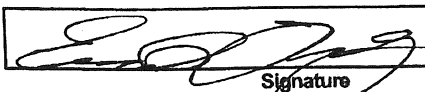
 List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
	N/A	

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

I was a social worker & currently teach U.S History at chlore College. Also, work in Real Estate. I have a long history of working in non-profit & on board of school of arts & culture in San Jose.

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


Signature

 8/16/18
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

MAR 14 2019

RECEIVED



CITY OF MILPITAS PLANNING COMMISSION APPLICATION

NOTE: Milpitas Municipal Code, Title 16.2, Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: Zeya J. Mohsin
First Middle Last

Address: 644 N. Hillview Dr Milpitas
Number Street Apt. #

Telephone Number(s) zmohsin13@gmail.com
e-mail address

Are you a registered voter in the City of Milpitas? yes How long have you lived in Milpitas? 25 yrs.

Present Employer _____ Business Telephone _____

Address _____ Occupation _____

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
<u>B.A University of Karachi</u>	<u>Psychology</u>	<u>1980</u>	<u>B.A.</u>

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
<u>06-2010</u>	<u>Sunnyhills Neighborhood Ass.</u>	<u>V.P.</u>
<u>06-2010</u>	<u>Muslim Support Network</u>	<u>VP/founding officer</u>
<u>02-2003</u>	<u>P.T.S.A M.H.S.</u>	<u>V.P.</u>

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have been part of many organization which will serve as a asset to work with the planning staff & commission.

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

Zeya Mohsin
Signature

8th Feb 2019.
Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

1. Why are you interested in serving on the Planning Commission?

I have lived in Milpitas with my family for the past 30 years and have served on many city commissions. I feel with my past work experience I will be an asset to the Planning commission.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

City General Plan is a framework, which establishes an overall direction for city growth. It is a comprehensive guide to future development. Zoning Ordinance is a rule for city development and land use policies. Planning Procedures are directed procedures by the city's General Plan and Zoning Ordinance. It is important to follow directions for coherent city development.

3. In what way will your personal or work experience contribute to your role as a Planning commissioner?

Previously, I was the director of a pre-school. I have decades experience as an educator. I used to be in regular interactions with young families who lived in our community and were moving into our city. I am acutely aware of their needs for housing and community facilities. In my personal life I work with a variety of community organizations (non profits, ethnic, religious, minority), which have given me, a broader sense of the issues our city is facing.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think should best be resolved?

The most pressing planning problems in Milpitas are finding innovative solutions to affordable housing, easy access transit, and development the Main Street Corridor. I think my role would be to work with the planning team to expedite development that serves as a solution to these critical issues.

5. Do you have a long-term vision of how you think the City should develop?

My vision for Milpitas is a city with missed residential developments from "affordable" to "executive" housing, walking trails, parks and friendly neighborhoods. With special attention to ample parking for high-density developments such as townhouses and condos. Also I would like to develop guidelines, which will produce modern looking buildings; this will in turn work to attract young, modern, professionals with modern needs.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

The shortage of affordable housing is acute in the Bay Area. My thoughts are that the city should work with builders and developers to think of out of the box solutions:

- City can approve smaller lots for some units, thus, more housings on few lots
- Allow permits for in-law/rental units for existing homes

7. What do you see as the different roles of City staff, the Planning Commission and the City Council?

Role of city staff: Review applications, facilitates permit process, and be a source of information to the planning commission

Role of Planning Commission: Review development plans and be vigilant in making recommendations to the City Council. At the same time, the commission should work with the General Plan and Zoning Ordinance to facilitate a smooth working government.

City Council: Elected members with administrative as well as legislative powers, and a vision for the city.

All in all, just like the three branches of government, our city must foster a similar type of government – where all three departments work together for the well being of the city

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

Milpitas Redevelopment Agency focuses on promoting Milpitas to businesses – existing and facilitating connections with new businesses. They also maintain list of vacant R&D building and work with agencies to eliminate blight areas from the city. They should connect with businesses to bring new business to the city.

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name Sean Pan
Address Type Residence
Address 261 n Abbott Ave
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 393-8448
E-Mail Address Seanjahaupan@gmail.com

City Clerk's Office
JAN 29 2019
RECEIVED

Present Employer Northrop Grumman

Occupation System engineer

College, Professional, Vocational, or other schools attended Ucla

Major Subject Electrical engineering

Degree Masters

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Toastmasters international

Member Area director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Jan 29, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

City Clerk's Office

DEC 04 2018

RECEIVED



✓ registered voter

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: Andrew Steven Ridley
First Middle Last

Address: 2316 Mattos Dr Apt. #
Number Street

408-202-7838 RidleyAS@gmail.com
Telephone Number(s) e-mail address

Are you a registered voter in the City of Milpitas? yes How long have you lived in Milpitas? 1 year

ALTRANS Transportation Management Association, Inc. 408-258-7267

Present Employer 2055 Junction Ave Ste 208 San Jose CA 95131 Business Telephone
Director, TDM

Address Occupation

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State University	Social Science	Grad. 2011	Global Studies

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, conditions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.

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

[Signature] Signature

12-04-2018 Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?
I believe it's important to participate in civic organizations, as we all share in the responsibility of guiding and shaping our communities. The Milpitas Planning Commission is a natural fit as I have been an active member of Milpitas life for 32 years, and now have the vocational experience to responsibly and effectively assist in its planning.
2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.
The documentation listed above are guides for how different elements of any city are to interact and relate with one another regarding their: location, grouping, volume/magnitude, environmental impacts, and many other implications involved in the development and planning process. Without these documents, provision for future needs of the community is left up to chance as development would be occurring ad hoc.
3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?
As mentioned above, I have been working in the Transportation Demand Management field in the bay area for over seven years. This experience has provided opportunities to work extensively on the municipal level in Mountain View, Palo Alto and South SF on a wide variety of public facing transportation initiatives. A normal part of my work is engaging in the planning process on our clients' behalf, dealing with EIRs, conditions of approval, and entitlements, ensuring an equitable outcome. I hope to add to the Commission a perspective on the impacts of transportation as it regards planning.
4. What do you feel are the most pressing planning problems or issues in Milpitas?
How do you think they should best be resolved?
Housing development and its impact on transportation is the most salient. One step towards resolving housing's impact on transportation is the formation of transportation management associations (TMAs). These can be publicly or privately funded, and in either case consist of a grouping of similar entities with a shared transportation pattern or need. In Mountain View, the MVGo TMA is notable as a coalition of a dozen or so corporate participants who share a peak commute hour shuttle program. With their combined resources, they can achieve at scale what otherwise wouldn't be possible.
5. Do you have a long-term vision of how you think the City should develop?
Not at the moment. I am looking forward to being a student-Commissioner for now, learning about the past and present planning initiatives so I can, in time, and in collaboration, help craft that vision for the future.
6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?
I am looking forward to learning more about successful strategies other cities have adopted regarding affordable housing.
7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?
Each role supports the other. The Planning Commission and the City Council both work on behalf of the residents of Milpitas, relying on City staff to provide input and support on the matters at hand. Staff then execute operationally based on the outcome of Commission and Council decisions.
8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?
I'm uncertain as to the purview of the MRA since its transition to the Successor Agency (City Manager's Office). After reading through the Oversight Board Rules And Regulations, I cannot prescribe a focus since I cannot ascertain if the Agency indeed has a focus beyond being a trustee for city real estate and property.

✓ registered voter

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

City Clerk's Office

JAN 22 2019

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NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

Name: GURDEV SINGH SANDHU.
First Middle Last
Address: 487 BAYVIEW PARK DR. MILPITAS CA 95035
Number Street Apt. #
Telephone Number(s) (408) 586-9556 e-mail address gs.sandhu@hotmail.com

Are you a registered voter in the City of Milpitas? YES How long have you lived in Milpitas? 33 YRS plus
RETIRED FROM ROCKWELL COLLINS SAN JOSE

Present Employer N/A Business Telephone N/A
Address N/A Occupation N/A

Education:

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
LSV-NONPROFIT CENTER SAN JOSE	LEADERSHIP S.V.	1996	GRADUATE
SAN JOSE STATE UNIVERSITY, SAN JOSE	IND & SYS ENGR.	1989	MSIE

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
1993-2010	SIKH FOUNDATION OF MILPITAS	PRESIDENT
1996-1999	PRACR COMMISSION MILPITAS	MEMBER
2001-2003	SANTA CLARA COUNTY PARKS & REC. COMMISSION	MEMBER
1999-2004	MILPITAS PLANNING COMMISSION	MEMBER
2007-PRE.	MILPITAS PLANNING COMMISSION	MEMBER

Briefly describe your personal qualifications that you believe would be an asset (additional information may be attached):

I have academic qualifications and diverse work experience and possesses excellent organizing and planning skills. I have handled projects from conception stage through completion and can make decisions based on sound judgement. I have courage and face challenges and abilities for conflict resolutions.

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

Gurdev Singh Sandhu

Signature

01/22/2019

Date

Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

SEE ATTACHED

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

SEE ATTACHED

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

SEE ATTACHED

4. What do you feel are the most pressing planning problems or issues in Milpitas?
How do you think they should best be resolved?

SEE ATTACHED

5. Do you have a long-term vision of how you think the City should develop?

SEE ATTACHED

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

SEE ATTACHED

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

SEE ATTACHED

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

SEE ATTACHED

Milpitas Planning Commission Supplemental Questionnaire

1. Why are you interested in serving on the Planning Commission?

I want to make a positive contribution to the progress and growth of Milpitas. I have a vision to see the city of Milpitas in Twenty First Century the No. 1 city of United States of America. The Planning Commission plays a major role in the development of the city and carrying out the City Council's policies and direction to meet the community needs.

2. Describe your understanding of how the city's general Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The General Plan is a living document which incorporates general policies, goals and objectives for Land use, Circulation Elements, Open Space, Park Elements, Safety and noise within the City Of Milpitas. This plan describes the city's ideas for its future needs and the ways in which it intends to transfer these ideas into reality.

Zoning Ordinances are local laws for land use development and are consistent with the general plan.

Planning Procedures describe the process to assure compliance with local, state and federal laws.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

Professional Skills: I have strong organizational and project planning/management skills. I have spent twenty eight years in Quality Engineering Management and have handled projects from inception through completion stage. This background provides me an excellent understanding of planning and review process to complete projects on schedule and within cost constraints.

Community Involvement: Currently I am serving on the Milpitas Planning Commission since, January, 2007. Earlier, I have served on Milpitas Planning commission from January 1999 through December 2004 and also on Milpitas Parks and Recreation and Cultural Resources Commission. I have served on Santa Clara County 2010-2011 Civil Grand Jury. I am the Founder President of Sikh Foundation of Milpitas (Milpitas Gurdwara Sahib). Currently I serve on the Management Board of Gurdwara Singh Sabha Milpitas and also is the President of ASSM Foundation, a non-profit organization. These community activities have provided me an insight into our city's diverse culture, its problems and concerns.

Education: MSIE- San Jose State University

BSME- Punjab University Chandigarh, India

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be resolved?

Problem/Issue: Balancing the city's Budget

Suggested Solutions:

- Create Budget Balance Task force and follow its recommendation
- Start negotiations with all City employee unions and get their help to lower the budget
- Consider outsourcing non safety departments to cut down cost

Problem/Issue: Traffic Congestion

- Bringing BART to Milpitas
- Encourage use of Light Rail, Public and Bicycle transportation
- Promoting use of car pool lanes
- Widening of High way and Express Way lanes

Problem/Issue: Drug Use and Crime Prevention

- Provide more recreation activities for teens
- Expand Watch Programs and include community leaders

Problem/Issue: Lack of Affordable Housing

Suggested Solutions:

- Develop more projects like terrace Gardens
- Allow Accessory dwelling Units (ADUs) in Milpitas
- Support Apartment Builders who offer more share for affordable apartment category.

5. Do you have a long term vision of how you think the City should develop?

The city's development must maintain a balance between residential Housing and Commercial/industrial establishments. The quality of life should have the highest priority with adequate educational and employment opportunities. Beautiful hillsides and parks must be preserved.

6. A major Planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

The pleasing features of the Bay Area and availability of high technology jobs of all wage levels attract many men and women from all over the United States to live here. The same reasons attract immigrants from all over the world to settle here. Thus a high demand for housing is created in the

Bay Area. The supply of housing relative to demand is not enough and scarcity of vacant land for new development, coupled with high development costs has created a housing shortage. The city, state and federal government need to work together to provide a solution for affordable housing shortage problem. The increase in the supply of housing may be achieved by:

- Developing High Density Housing and allowing Accessory Dwelling Units (ADUs) in Milpitas
- Encouraging Mixed Use Development

7. What do you see the different roles of City Staff, Planning Commission, and the City Council?

City Staff: The city staff works closely with Milpitas Community and follows Administrative procedures, review various types of applications in accordance with city policies, make necessary recommendations to the Planning Commissions and City Council and Make available background information an required by various commissions.

Planning Commission: Approve/Disapprove applications for conditional use permits, holds public hearings and recommends changes to the general plan.

City Council: The City Council balances the Budgets, provides leadership and direction for balancing the budgets, adopt general and land use policies. Approve/disapprove various commissions' decisions and hear appeals

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and Program?

Not Applicable.

✓ registered voter

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name Doug Sueoka
Address 501 Greathouse Drive
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 707-0808
E-Mail Address dougsueoka@comcast.net

City Clerk's Office
NOV 28 2018
RECEIVED

Present Employer Costco Wholesale
City San Jose
Postal / Zip code 95123

Occupation Auditor

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Cub Scouts

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have been a resident of Milpitas since 2004, so I am familiar with the city, its layout and its surroundings. I also have 20 years of retail management with responsibilities that included annual fiscal budgeting, facilities management, hazardous waste management, compliance with HIPAA rules and regulations, among others. While it's not an exact comparison, there are some parallels between managing a business and a city. I feel my professional experience will enable me to be an active participant in this commission.

Date Nov 28, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mary Lavelle

From: no-reply@ci.milpitas.ca.gov on behalf of City of Milpitas City Clerk Office <no-reply@ci.milpitas.ca.gov>
Sent: Tuesday, February 19, 2019 9:37 AM
To: Mary Lavelle; Mike Luu
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#58]
Attachments: CITY OF MILPITAS COMMISSION APPLICATION [#58].pdf

City Clerk's Office
FEB 19 2019
RECEIVED

COMMISSION APPLYING FOR: Planning Commission

Title Mr.
Name Steve C. Tao
Address Type Residence
Address 1065 Eagle Ridge Way
City Milpitas
Postal/Zip Code 95035
Mobile Number (510) 919-5034
E-Mail Address stao@bccre.com

Present Employer Bishop Clancy Commercial Real Estate
Business Address (Optional) 1777 Saratoga Ave, Ste 206
City San Jose
Postal / Zip code 95035

Occupation Commercial Real Estate
Education: If Youth Advisory Commission applicant, indicate your grade/school: Degree: B.A., Architecture
College, Professional, Vocational, or other schools attended University of California, Berkeley
Major Subject Architecture
Degree B.A.

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Terrace Garden Senior Community
Member	BoD member-former
Name of Organization	Milpitas Planning Commission
Member	Commissioner-former

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I believe city planning is an intersection of place, time, people, perspectives, objectives, applicable codes, and opportunities to make a community and a city that better place for present and future. City Planning is guided by vision laid out in the General Planning and more specifically addressed in the zoning codes and specific plans.

I firmly believe I have the qualification and unique combination listed below to be a good, effective and contributing Planning Commissioner:

1. Education in architecture
2. Long working experiences in real estate development and general contracting/construction in semi-custom homes, single family tracts, common interest developments, office/R&D, place of worship, skilled nursing facility and hospital. Experiences from wood framed projects to Type I construction.
3. Successful small business owner/partner
4. Over 20 years of commercial real estate experience in development projects formation to fruition, asset acquisition/disposition and representing both landlords and tenants in leasing activities.
5. Former City of Milpitas Planning Commissioner

My perspective on City Planning is to make the community better via sensitive planning and application of the codes in place, understanding stakeholder interests and working with view points and economic requirements to accomplish best results for the community, understanding the direction of the market place of the future and accompany planning goals to meet future demands, and to listen and foster a better city. I want to emphasize as well, not every application is a viable project and fitting the community. As a Commissioner, I have the understanding and resolve to say "no" to a plan that may not fit the context of the City.

Date

Feb 19, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

✓ registered voter

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office
JUN 01 2018
RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr. ☐ Mrs. ☐ Miss

COMMISSION APPLYING FOR ☒

PLANNING COMMISSION

Michael Tsai
Name: First Middle Last
1630 Starlite Dr Milpitas, 95035
Address: Number Street (apt. # if needed) City & Zip Code
(415)842-9666 mrt.mike.rt@gmail.com
Telephone Number(s) e-mail address
Self (415) 842-9666
Present Employer Business Telephone
1630 Starlite Dr Tutor
Business Address Occupation

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

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

UC Berkeley	Environmental Econo	2010	BA
SJSU - Mineta Transportation Institute	Transportation Mana	ongoing	intended MS

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

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
I have a strong educational background in policy on land use, economics, planning, and transportation.

I have also served on GPAC and have many years of experience running a grassroots organization that looks at local housing and transportation issues.

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



Signature

May 25, 2018

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

CITY OF MILPITAS
PLANNING COMMISSION
SUPPLEMENTAL QUESTIONNAIRE - MICHAEL TSAI

Please type or print responses to the following questions. Additional sheets may be attached. Submit responses with Application form to: City Clerk, Milpitas City Hall, 455 E Calaveras Blvd., Milpitas CA 95035.

1. Why are you interested in serving on the Planning Commission?

My strong academic background on planning and transportation, combined with my experience and brand working on housing and transportation issues, would be a great asset for Milpitas as the city faces the challenges of being one of the fastest-growing cities in California. I see many opportunities for Milpitas to become a much better city than it currently is - some of which are being missed - and want to make the most of them.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and planning procedures affecting the development of the Community.

The General Plan is a high-level view of the community's development intended to last for decades; I serve on the General Plan Advisory Committee. The Zoning Ordinance is a mid-level view underneath the GP that divides the city into districts with more specific visions for each. The planning procedures are the low-level procedures and details under the Zoning Ordinance that Planning Commissioners work with.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I have a very strong and relevant education background for Planning Commission, majoring in Environment Economics and Policy at UC Berkeley, conducting case studies on land development strategies and outcomes not in America, but around the world. Afterwards, I have taken graduate level coursework at the Mineta Transportation Institute at San Jose State University, which included case studies and papers on new ideas in American urban and transportation planning, such as Denver Union Station, Vision Zero, and self-driving cars.

in addition to my proven work in founding and growing a grassroots group for housing and transportation issues. (www.sjyimby.org)

I have studied and analyzed numerous real life development proposals in Bay Area cities and have a strong understanding of the issues on the table, and work with multiple stakeholders to improve these proposals. Most recently I have been an active promoter and participant in Affordable Housing Week, including serving as a panelist. These public activities can enhance the brand and visibility of Milpitas as an active regional leader on tackling housing issues.

In Milpitas, I have been serving on the General Plan Advisory Committee since its inception, and been a member of the Rotary Club and Sister Cities Commission, so I have connections with other community stakeholders and experience working with them.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should best be resolved?

Milpitas currently faces a problem that I would describe as a two-headed monster. It consists of: 1) High housing costs, combined with 2) worsening traffic. To address problem 1, policymakers in the past have thought to build more housing units. However, without a strategic transit component, the new housing developments allow increased population, which results in increasing auto traffic, which residents are rightfully complaining about today.

To address these dual problems, I want to identify and make use of opportunities to develop housing near good transit options where we can, increase pedestrian-friendliness, and work with the VTA to develop more transportation options for residents. This way, housing units can come online without being as much of a negative impact on our traffic problems as they have been in the past.

I would also promote proactive communication, engagement, and education with Milpitas residents so we can develop a better understanding of our shared challenges, and come up with better solutions together. This is already the sort of work I have done through grassroots organizing since 2014.

5. Do you have a long-term vision of how you think the City should develop?

Yes. Milpitas has a once-in-a-lifetime opportunity to do transit-oriented development right, with the upcoming opening of the new BART station. By focusing housing development in the Transit Area Specific Plan, on average, the new residents in these units would use public transportation more, and use their cars less than other residents, reducing the overall traffic per resident. To further encourage this dynamic, we could work on transit passes and first-mile/last-mile transportation solutions, in partnership with the VTA. This is also an opportunity to provide more affordable housing and transportation for people who need it, especially our public-sector workers.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Yes. There are numerous tools that can be used to address this problem, ranging from inclusionary zoning, developer impact fees, and development of new affordable housing projects. I have seen situations where different parties were not able to come to an agreement

regarding the affordable housing issue, with the default outcome that no affordable housing gets built - and I would like to prevent such outcomes from occurring, through better mediation that i would provide.

I serve on the Sango Court Steering Committee and think projects like that one are a step forward to increase the supply of affordable housing, while minimizing the negative impacts associated with building more housing.

Secondly, I would like to prioritize affordable housing for public service workers, such as teachers, school employees, city staff, and public safety professionals. There are many benefits to Milpitas when public employees can live in the communities they serve.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

I believe the City staff plays an important role in providing full-time technical and academic expertise to bear on our planning challenges. The City Council serves to translate input from the public into the language of policy, thereby expressing the democratic wishes of the people. But in between the elected officials and unelected officials (staff), it is helpful to have a layer of translation. To me, the ideal Planning Commissioner is someone like myself who has the hybrid skill of understanding both the language of the average resident, as well as the technical understanding of urban and transportation planning. Sometimes, elected officials may be coming from a professional background outside of urban planning, and it takes someone who understands both the planning side and the political side to work towards the best outcomes for everyone.

8. What do you believe should be the focus of the Milpitas Redevelopment Agency and program?

N/A, RDA has been ended.

CITY OF MILPITAS PLANNING COMMISSION APPLICATION

City Clerk's Office

MAR 13 2019



RECEIVED

NOTE: Milpitas Municipal Code, Title I Chapter 500, requires "at all times during the term of office, a Planning Commissioner shall be a registered voter of the City of Milpitas and a resident of the City of Milpitas." Also, all applicants are required to complete a **SUPPLEMENTAL QUESTIONNAIRE** in addition to this application form.

PLEASE PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr.

Are you a registered City of Milpitas voter? YES

☐ Mrs./Ms.

How long have you lived in Milpitas? 30 yrs

Name:

THOMAS

First

JOHN

Middle

VALORE

Last

Address:

Number

670 CARDIFF PLACE

Street (apt. # if needed)

Milpitas, CA 95035

Telephone Number(s)

408-946-0703 408-892-3991 trenterprise@comcast.net

e-mail address

Present Employer

RETIRED

Business Telephone

Business Address

FINANCIAL ADVISOR

Occupation

Education:

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

<u>USC</u>	<u>Sys Mgmt</u>	<u>02/71</u>	<u>MS</u>
<u>NYU</u>	<u>AERO ENG</u>	<u>02/64</u>	<u>BS</u>

List community organizations to which you belong or have belonged (additional information may be attached).

Date	Name of Organization	Officer / Member
	<u>Milpitas Chamber of Commerce</u>	<u>CFO 17yrs</u>
	<u>MUSD Bond Oversight Committee</u>	<u>Member</u>

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

Over the past six or seven years I have attended virtually all City Council and School Board meetings in an effort to stay informed regarding the direction of the City

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

Thomas Valore
Signature

03/13/2019
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov), mail or drop off your completed application and supplemental questionnaire to:

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

PLANNING COMMISSION

SUPPLEMENTAL QUESTIONNAIRE



(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

Such a position would afford me the opportunity to give back, in a significant manner, to my community which has served me well these past many years.

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

The cities growth is guided by a hierarchy of plans the top most of which is the General Plan, currently in the process of being updated. Below the General are the specific plans which provide a greater degree of specificity for given areas of the city. Zoning ordinances should reflect the proscriptions of the plans or be changed accordingly so as not to be an impediment to developments in consonance with the plans. Planning entities such as the Planning Commission and the City planning staff should be guided by such document as they proceed through the decision-making process and in framing their recommendations to the City Council.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I spent twenty years in the Air Force principally in System Acquisition Management. My last assignment was a Program Manager where I started and managed what became a roughly 1 billion-dollar acquisition known as TRIGS. Subsequently, I worked as a senior manager in the Aerospace Industry. And concluded my work career as a Certified Financial Planner for twenty years. Thus, I am comfortable with the decision-making process and not intimidated by either high powered people or large dollar projects. Just as important I recognize the importance of boundaries in keeping containment.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

The traffic congestion in Milpitas has become progressively worse in recent years and related to this is parking. An alternative route must be constructed connecting I880 and I680 to eliminate the press of traffic clogging our major thorough fares every week day. Obviously, State and more likely Federal aid/support will be required to accomplish such an under taking.

The construction of some strategically located parking structures within the city may be the only answer to the parking problem doing a better job of assuring that new developments will no further add to the problem.

5. Do you have a long-term vision of how you think the City should develop?

Smart development must be an imperative in that land is scarce and at a premium and the impacts of new developments are in all likelihood complex and potentially far reaching and thus the decision-making process must recognize this situation. Growth for the sake of growth or mere income growth is not in the long-term interest of the City or its residents. Improvement/enhancement should be what guides future development. Beautification may be another way to state it. Destination centers which provide cultural activities as well as high quality restaurants would serve to keep residents within the city for entertainment.

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

This unquestionably is a major problem for which there is no easy answer and will require a complex response to achieve any amelioration. I believe we will need to work on a regional basis in attacking the issue since it is a regional issue. I also believe it will take major investments by the city, and hopefully with added county and state support, to increase the affordable housing stock

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

City staff needs to provide appropriate research to enable the Planning Commission to make an informed decision regarding developments proposed by developers. The decisions of the Planning Commission then become recommendations to the City Council which is responsible for making the final decision to approve or not any development of consequence.

JAN 15 2019

RECEIVED

COMMISSION APPLYING FOR: Planning Commission

Title Mr.

Name Suraj Karuppan Viswanathan

Address Type Residence

Address 1882 Snell pl

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 898-6537

E-Mail Address surajkviswanathan@gmail.com

Present Employer SMC Automotive Services

Other Phone (408) 898-6537

Business Address (Optional) 37600 Central Ct #261

City Newark

Postal / Zip code 94560

Occupation Business

College, Professional, Vocational, or other schools attended Madras University, Santhome High School

Major Subject Production Engineering

Degree BS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization USA Cricket

Member Board Of Directors

Name of Organization Bay Area Cricket Alliance

Member Chairman

Name of Organization Parents Helping Parents

Member Volunteer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have been running several successful organizations since 2005, have experience in negotiations, market development, sales/growth management, etc. Always wanted to serve the city of Milpitas in any capacity I could, and this provides me with that opportunity.

Date Jan 15, 2019

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

A handwritten signature in black ink, consisting of a long horizontal stroke followed by a sharp upward and rightward flourish.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Planning Commission

Title

Mr.

Name

Suraj K Viswanathan

Address Type

Residence

Address

1882 Snell place

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 898-6537

E-Mail Address

Surajkviswanathan@gmail.com

City Clerk's Office
SEP 04 2018
RECEIVED

Present Employer

Renegade Cricket LLC

Other Phone

(408) 824-7220

Occupation

COO

Major Subject

Production Engineer

Degree

Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

Bay Area cricket Alliance

Member

President

Name of Organization

USA Cricket

Member

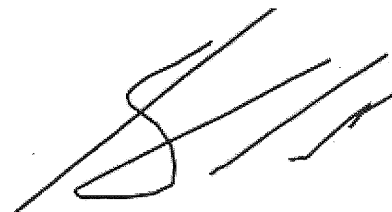
Director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date

Aug 31, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name Suraj K Viswanathan
Address Type Residence
Address 1882 Snell place
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 898-6537
E-Mail Address Surajkviswanathan@gmail.com

Present Employer Renegade Cricket LLC

Other Phone (408) 824-7220

Occupation COO
Major Subject Production Engineer
Degree Engineering

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Bay Area cricket Alliance

Member President

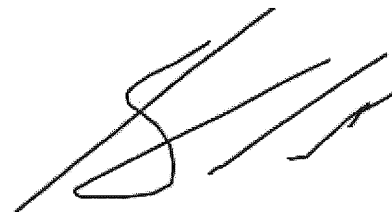
Name of Organization USA Cricket

Member Director

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Aug 31, 2018

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



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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office

AUG 31 2018

RECEIVED

COMMISSION APPLYING FOR:

Planning Commission

Title

Mr.

Name

KEN WANG

Address

77 DUTTONWOOD LN

City

MILPITAS

Postal/Zip Code

95035

Mobile Number

(415) 516-8046

E-Mail Address

ken_wang@yahoo.com

City Clerk's Office

FEB 04 2019

RECEIVED

Present Employer

Thinfilm Electronic Inc

City

San Jose

Postal / Zip code

95134

Occupation

Principal Assembly Engineer

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

Mechanical Engineering, BS

College, Professional, Vocational, or other schools attended

San Francisco State University

Major Subject

Mechanical Engineering

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have about 20 years of engineering back ground in micro electronic field in various roll.

I am multilingual, fluent in Cantonese and Mandarin, both in reading, and some non-technical writing.

I strongly believe in planning, planning, planning then executing.

Any action w/o a plan is a plan to failure.

I am open to planning commission and other technical related commission.

I am also current in the DELAC program for the school district representing Joseph Weller.

Please feel free to check my linkedin profile at:

<https://www.linkedin.com/in/kenjwang/>

Date

Feb 01, 2019

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



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

Mary Lavelle

From: Mary Lavelle
Sent: Monday, February 04, 2019 12:03 PM
To: 'ken_wang@yahoo.com'
Subject: RE: CITY OF MILPITAS COMMISSION APPLICATION [#55]
Attachments: Application Plan Comm 2012.doc

Hello Ken Wang,

Thank you for submitting your application for consideration for appointment by the City Council to the Milpitas Planning Commission.

Please confirm that you are a registered voter at your current Milpitas address, since that is one requirement for serving on the Commission.

Also, it is requested that Planning Commission applicants complete a questionnaire when applying. Please see attached page two, complete and submit that to my attention. I will attach it to your application submitted below.

Sincerely,

Mary Lavelle
Milpitas City Clerk

From: no-reply@ci.milpitas.ca.gov [mailto:no-reply@ci.milpitas.ca.gov]
Sent: Saturday, February 02, 2019 12:02 AM
To: Mary Lavelle <mlavelle@ci.milpitas.ca.gov>; Mike Luu <mluu@ci.milpitas.ca.gov>
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#55]

COMMISSION APPLYING FOR: Planning Commission
Title Mr.
Name KEN WANG
Address 77 DUTTONWOOD LN
City MILPITAS
Postal/Zip Code 95035
Mobile Number (415) 516-8046
E-Mail Address ken_wang@yahoo.com

Present Employer Thinfilm Electronic Inc
City San Jose
Postal / Zip code 95134

Occupation Principal Assembly Engineer

FEB 04 2019

RECEIVED



PLANNING COMMISSION SUPPLEMENTAL QUESTIONNAIRE

(Please type or print responses on a separate paper[s] to the following questions)

1. Why are you interested in serving on the Planning Commission?

I lived in Milpitas for more than 15 years. It is a great city from every aspect. Great location, weather, and utmost, we have great leadership ever!!! I want to join the commission team to make our city even better. Hopefully the best in the bay area!

2. Describe your understanding of how the City's General Plan, Zoning Ordinance, and Planning procedures affect the development of the community.

My understanding is the planning commission based on current and future growth projection, to come up with visionary plan for the city. Planning on zoning, and developmental sites, which on the path of city growth. Plan which can maximize benefit based on tax dollar and enable city growth.

3. In what way will your personal or work experience contribute to your role as a Planning Commissioner?

I am working in the technical field for more than 20 yrs. I heavily focus on planning and able to look at things in every angle. My track record is to bring project on time and taking high risk program back on track.

4. What do you feel are the most pressing planning problems or issues in Milpitas? How do you think they should be best resolved?

With the new communities that are upcoming by the BART station. We need to consider parking spaces. It could be potential a big challenge that comes along with new homes and residents. One Consideration is creating parking structure underground. Or Stack-able parking structures.

5. Do you have a long-term vision of how you think the City should develop?

Yes, I can see Milpitas as one of the best cities in the bay area for all, same level as Cupertino, and more. We have all the ingredients to be the best!

6. A major planning problem facing the entire Bay Area is the shortage of affordable housing. Do you have any thoughts on how the City should address this issue?

Yes, I do. We need to figure out what is the root for the issue. What is the real issue attached to the problem? If the root is joblessness, let's figure a way to get more jobs, provide more training etc.

7. What do you see as the different roles of City staff, the Planning Commission, and the City Council?

Planning commission and city council should work together as a whole team. There should be seamless and transparent info flow between the group.

COMMISSION APPLYING FOR: Arts Commission
Title Mr.
Name Robert Urban Besler
Address Type Residence
Address 1739 Grand Teton Dr.
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 708-2825
E-Mail Address rbesler45@gmail.com

City Clerk's Office
JAN 29 2019
RECEIVED

College, Professional, Vocational, or other schools attended De Anza College
Major Subject Film/Television Production
Degree AA

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

Worked with student filmmakers
Produced, directed, and acted in student work

Date Jan 29, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Arts Commission

Title

Mrs.

Name

Joyita B Ghose

Address Type

Residence

Address

1301 Elkwood Dr.

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 219-1537

E-Mail Address

joyitabg@yahoo.com

City Clerk's Office
MAR 11 2019
RECEIVED

Present Employer

Poshaq Silks

Occupation

Business

College, Professional, Vocational, or other schools attended

UCSCE, West Valley College, Lady Brabourne College

Major Subject

English Literature

Degree

BA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Women's Caucus of Art

Member

Member

Name of Organization

West Valley College, Fashion Design Program

Member

Advisory Board Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I am an artist and entrepreneur with almost 12 years of experience, building a Made in America product line of wearable art, Poshag Silks. I feel, I will be an asset to this group as I introduce creative solutions to discussions and have art as my focus always. I have traveled to many states to introduce my art-wear at trade shows. In my travels I have come across many ideas of art enrichment that other organizations are using to encourage and empower creativity among people as a means of viable income. Milpitas is a very diverse city and with it comes a plethora of creativity that one carries through their heritage and culture. I would definitely like to encourage the promotion of learning and sharing different kinds of arts and crafts through this diverse population of Milpitas.

Upload a File



spring flower for print.jpg

Date

Mar 08, 2019

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

A handwritten signature in black ink, appearing to be 'J. L. Smith' or similar, written in a cursive style.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Massoud Arefi Arefi

Address

243 North Gadsden Drive

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 205-8811

E-Mail Address

mashty1@gmail.com

City Clerk's Office
OCT 08 2018
RECEIVED

Present Employer

Retired

Other Phone

(408) 942-0750

Business Address (Optional)

243 North Gadsden Drive

Occupation

Pharmacist

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

Doctorate

College, Professional, Vocational, or other schools attended

Tehran University, School of Pharmcy. Post Doctoral, Washington University, St.Louis, MO.

Major Subject

Pharmaceutical Sciences

Degree

PharmD

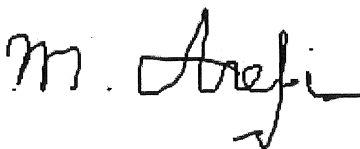
List community organizations to which you belong or have belonged (additional information may be attached).**If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).****Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

For over 40 years of my professional career, I have worked as Supervisor of Marketing, for Buyer Pharmaceuticals, Chairman of the Board and CEO of Organon Co. Chairman Of the Board and Acting CEO of Darou Paksh Co, Director of Pharmaceutical Research Center, Middle East Correspondent for Script pharmaceutical Publication and Pharmacist and Pharmacy Manager for Rite Aid. I have served in Sister Cities Commission since 2004.

Date

Oct 06, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Dipak Awasthi

Address Type

Residence

Address

387 Summerfield Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 712-3283

E-Mail Address

Dee.awasthi@gmail.com

City Clerk's Office
Nov 13 2018
RECEIVED

Present Employer

Bonfare Market # 39 (Self Employed) Small Business owner

Other Phone

(408) 264-3339

Occupation

Small Business Owner

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

FOG (Festival of Globe)

Member

Member

Name of Organization

ICC (India Community Center)

Member

Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Presently Commissioner with the Sister Cities Commission, Milpitas. Have a lot of experience in Business and Customer Service in India & USA. My Family here consists of different cultures, creed Races, Religions, color, a perfect melting pot. As a assimilated American I speak 3 Indian languages and another 2 of Neighboring countries with India. My Vast experience will greatly help our city as this commission deals locally and across borders for the Economic development and trade with different entities.

Date

Nov 13, 2018

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

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Name

Steven Belong

Address Type

Residence

Address

366 N. Park Victoria Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 427-7130

E-Mail Address

steve.belong@dc16sj.org

City Clerk's Office
MAR 06 2019
RECEIVED

Present Employer

IUPAT DC16

Business Address (Optional)

2149 Oakland Road

City

San Jose

Postal / Zip code

95131

Occupation

Business Representative

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

High School Diploma

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

IUPAT Local Union 12

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date

Mar 05, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Steven L. Belong

City Clerk's Office

MAR 19 2019

RECEIVED

366 N Park Victoria Dr, Milpitas CA 95035
steve.belong@dc16sj.org - (408) 427-7160

Qualifications Summary

- 14 years of experience in the construction industry as an installer/foreman.
- A Business Representative for over 1200 members and 40 signatory shops.
- Serving as a trustee for the Northern California Resilient Floor Covering Pension Fund.
- Serving as a trustee on the JATTF Northern California Floor Covering Apprenticeship Program.
- Seated on the California Carpet Stewardship Advisory Committee.

Experience

Business Representative, District Council 16 LU 12 South bay – 2016 to present

- Responsible for assisting and leading over 1200 members in Local Union 12.
- Oversee day to day operations for District Council 16 Local Union 12.
- Responsible for handling contract disputes between members and employers as well as assist members and employers in any manner possible.
- Mentor and guide apprentices into becoming well rounded Journeymen with a lifelong career.

Trustee, JATTF Northern California floor covering apprenticeship program- 2016 to present

- Oversee all operations of the Apprenticeship Program.
- Participate in a quarterly review of apprentice's progress.
- Review appeals of members discharged from the program.

Trustee, Northern California resilient floor covering Pension Trust Funds- 2016 to present

- Fiduciary responsibility for a multi-employer Pension Fund.

Committee Member of the California carpet stewardship advisory committee 2018 to present

- Review all language written by CARE for AB-1158 plan

Apprentice/Journeymen, Welker Bros. Milpitas CA- 2005-2016

- Responsibility of training, planning, coordination and facilitation of communication between general contractors, subcontractors and floor covering installers in the field.

Education

High School Diploma – Milpitas, CA

1993 – 1997

Journeymen Floor Coverer – San Leandro, CA

2005 – 2009

References

Director of Service, DC 16 – Robert Williams

(925)640-6239

Regional Director, DC 16 – Brett Davis

(408)921-1439

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Sanjeev Bhardwaj

Address Type

Residence

Address

370 Sand Hurst Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(510) 299-4811

E-Mail Address

Sammy@ariadining.com

City Clerk's Office

SEP 04 2018

RECEIVED

Present Employer

Aria Banquets

Other Phone

(408) 941-1700

Business Address (Optional)

212 Ranch Drive

City

Milpitas

Postal / Zip code

95035

Occupation

Business

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

BA in business & Law Graduate

College, Professional, Vocational, or other schools attended

M G S M Janta College

Major Subject

Economic and Law

Degree

BA - LLB

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

G N D U Amritsar India

Member

Real Estate Broker

Name of Organization

Bay East Org

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

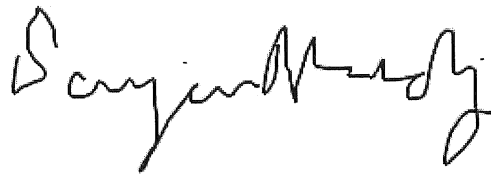
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I've been an active Real Estate Broker for the last fifteen years and I have engaged in numerous transactions throughout my business career. I've helped many friends and clients in commercially related transactions. I have also engaged in supply-chain activities on a contractual basis in many companies such as IBM, Cisco and Intel in order to reduce their cost in a variety of projects to maximize profit. Furthermore, I have also provided assistance by giving real state planning for proper space utilization for storage facilities in highly competitive markets. I have also established another venture known as Aria-Dining and banquets in Milpitas where I host a lot of cultural events such as wedding receptions and team building events from corporate companies.

Date

Sep 03, 2018

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

A handwritten signature in black ink, appearing to read "Sergio Mendez". The signature is fluid and cursive, with the first name "Sergio" and last name "Mendez" clearly distinguishable.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Peter CHANG

Address Type

Business

Address

489 Sinclair Frontage Rd

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 807-5076

E-Mail Address

milpitaspc@gmail.com

City Clerk's Office

SEP 28 2018

RECEIVED**Occupation**

DIRECTOR

College, Professional, Vocational, or other schools attended

B.Sc., Singapore University ; M.Sc., University of Oregon

Major Subject

Physics

Degree

Masters, M.Sc.

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Sister Cities Commission, Milpitas

Member

Commissioner since May 2015

Name of Organization

CIM (Chinese International Missions)

Member

Board Member, since 2001

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Long standing resident of Milpitas since 1990.

Was Director of Design Engineering at hi-tech chip company which successfully went public listed in 1984.

Has established global network of Asian business connections and contacts, pertaining to Silicon Valley and Pacific Rim countries (Singapore, Malaysia, Hong Kong, Taiwan, China, Philippines, Indonesia, Thailand, Japan, Korea, ...).

Fluent in Mandarin and Cantonese.

Date

Sep 27, 2018

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



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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Young Cho

Address Type

Residence

Address

2313 Churchill Drive

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 600-4101

E-Mail Address

iamisamu@yahoo.com

City Clerk's Office

SEP 05 2018

RECEIVED**Present Employer**

Kamet

Other Phone

(408) 419-2289

Business Address (Optional)

1778 McCarthy Blvd

City

Milpitas

Postal / Zip code

95035

Occupation

General Manager

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

Milpitas High School, UC Berkeley

College, Professional, Vocational, or other schools attended

University of California at Berkeley

Major Subject

Nutrition, Food Science, Chemistry

Degree

Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

New Life Mission Church

Member

Finance (Treasurer)

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

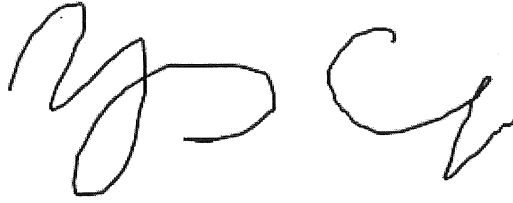
I have worked in management for both large and small corporations that were looking to expand and grow. I have worked at Sanmina, Blue Apron, Impakt Corp, and now Kamet. Currently I am the General Manager at Kamet which is based in Milpitas with a satellite facility in China. Being in charge of both facilities I am keenly aware of what we look for in terms of growth opportunities and locations.

Also I have grown up in Milpitas, attended MHS (Class of '92) and still remember the orchards that use to line the streets. I want to help guide Milpitas to be best it can be and also to give back to where I grew up and where I currently now raise my family.

Date

Sep 05, 2018

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

A handwritten signature in dark ink, consisting of a stylized 'M' followed by a 'C' and a checkmark-like flourish.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR: Economic Development and Cultural Trade Commission

Title Mr.
Name Thomas Clavel
Address Type Residence
Address 75 Butero Lane
City Milpitas
Postal/Zip Code 95035
Mobile Number (650) 296-2828
E-Mail Address thomas.clavel@gmail.com

City Clerk's Office
SEP 04 2018
RECEIVED

Present Employer Amazon
Other Phone (650) 296-2828
Business Address (Optional) 2100 University Avenue
City East Palo Alto
Postal / Zip code 94303

Occupation Marketing manager
Education: If Youth Advisory Commission applicant, indicate your grade/school: Master of Business Administration and Master of Engineering Management
College, Professional, Vocational, or other schools attended Northwestern University, Evanston, IL.
Major Subject Marketing
Degree Master

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization South Bay Eco Citizens
Member President and Board Member
Name of Organization MIT Enterprise Forum of the Bay Area
Member Chair and Board Member
Name of Organization Sundrop Homeowners Association
Member President

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

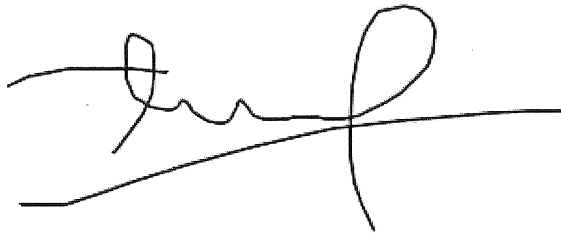
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I graduated years ago from an MBA and a Master of Engineering from Northwestern University, which gave me a strong background in economics and business. I am now deeply involved in my local community, through my homeowner association, my past involvement with Stanford and the MIT, and my work helping startups raise venture capital and grow their audience. Having lived and worked for multiple employers who had been located in Milpitas, such as Cisco and Gigamon, I care deeply about the economic development of Milpitas and I hope to bring my economics background, as well as my experience working with residents and local businesses. The stronger our local companies are, the stronger our communities will be.

Date Sep 03, 2018

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy.

I hereby certify that all statements contained in this application are true.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Ms.

Name

Juliette Gomez

Address Type

Residence

Address

1320 Chewpon Avenue

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 887-0026

E-Mail Address

julietteakajulz@gmail.com

City Clerk's Office

MAR 19 2019

RECEIVED

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

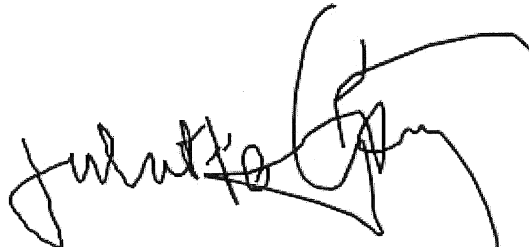
I have been supporting High Level Executives, Board Members and Founders for over 30 years. I understand the value of a business, the structure of how it works, the passion required to achieve goals set in motion. I have been a resident since 1993.

Feel free to view my profile: www.linkedin.com/in/juliette-gomez

Date

Mar 19, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Dennis Grilli

Address Type

Residence

Address

1182 Pescadero St

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 205-7103

E-Mail Address

dennisgrilli@gmail.com

City Clerk's Office
OCT 12 2018
RECEIVED

Present Employer

retired

Occupation

retired police officer

College, Professional, Vocational, or other schools attended

San Jose State

Major Subject

Law enforcement/English

Degree

BA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Sister Cities Commission

Member

Chair

Name of Organization

Kiwanis

Member

treasurer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Experienced Sister Cities Commissioner 1996 to 2018

Understand the importance of working as team on a commission to receive results that benefit the Milpitas community

Date

Oct 12, 2018

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



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NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

MAY 15 2018

Arts Commission **ECONOMIC PLANNING**

COMMISSION APPLYING FOR **RECEIVED**

ECONOMIC DEVELOPMENT

PROVIDE COMPLETE INFORMATION (in black ink)

☒ Mr. ☐ Mrs. ☐ Miss

Name: NASIR First LALANI Last

Address: 2235 MESA VERDE DR Number Street (apt. # if needed) MILPITAS CA 95035 City & Zip Code

Telephone Number(s) 408-802-9446 nasir.lalani@gmail.com e-mail address

Present Employer RETIRED Business Telephone

Business Address Occupation IT ENGINEER

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
UC Berkely California	Network Management	09/01/1998	Network Mngmnt
George Washignton University	Program Manager	10/01/2000	Program Manager Assc.

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

Date	Name of Organization or Branch of Military	Officer / Member

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

Currently serving as a Coommissioner for Emergency Preprardness for Milpitas, since 2014 till June 2018

Currently serving on the Board of Directors for Terrace Garden, it is a low income senior community in Milpitas

Active Volunteer for AARP tax preparer counselor, working at Milpitas senior center during the tax session
More in attached paper

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

Nasir Lalani
Signature

05/15/2018

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

Economic Development Commission

OBJECTIVE

Seeking to serve as a commissioner of Economic Development Commission for city of Milpitas.

Currently serving as a commissioner of **Emergency Preparedness Commission** since 2014, and my term will end in **June 2018**

I have lived in Milpitas for more than 25 years, raised my two children in the city and they have graduated from Milpitas High and they have advanced their education and career further in the Silicon Valley.

I find this community is the diverse and multicultural community. Diversity is the strength of the city, it is the best place to work, live, and raise the family. I would like to give back to my community my expertise, skills, time, and energy and the knowledge.

Summary of skills:

- A seasoned pro-active professional with 18+ years of diverse management and technical experience in test and manufacturing at Cisco Systems.
- Civic engagement and working closely with the people of Milpitas city
- Working as a team builder and reaching out to those who needed the most support in the county and the city
- Expertise in team development and leadership, communicate goals objectives through excellent verbal and professional presentation.

SUMMARY OF ACCOMPLISHMENTS

- Currently serving on the board of Directors, as a Treasurer for Terrace Garden, a senior low income community in Milpitas
- Currently serving as an Emergency Preparedness Commissioner for City of Milpitas
- Currently serving as a volunteer for Health Insurance and Advocacy Program (HICAP), for the Santa Clara county residents. This program is funded by the government, to assist the Medicare beneficiaries living in Santa Clara county
- As a certified Child Advocate for Santa Clara County, I have worked with neglected and abused children.
- A volunteer for Aga Khan Foundation USA served the community in managing Outreach programs for the AKF Walk/Run events for last more than 8 years.
- Tax-Aid volunteer for AARP, serving low income Milpitas and San Jose residents for last three years
- Serving as a volunteer for Fremont Senior Center and India Culture Community (ICC- Milpitas)
- Managed team of 15 engineers, instilled new energy and infrastructure culture
- Eighteen plus years of experience at **Cisco Systems** as a Program Manager and Design Test Manager with emphasis on global deployment of projects and processes. Leading 50+ projects from concept commit to successful launch.

EDUCATION:

- **Electrical Engineering degree** - University of Pune (India)
- **Network Management degree** - University of Berkeley, CA
- **Associated Program Management** – George Washington University
- **Several career courses:** Team Building and skill development; Managing Risks and Assessment, Project finance and budgeting

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Minh Nguyen

Address

2042 Skyline Dr.

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 946-3240

E-Mail Address

mtn_51576@yahoo.com

City Clerk's Office
FEB 04 2019
RECEIVED

Present Employer

Business and Realtor Agent

Other Phone

(408) 410-2157

Business Address (Optional)

2042 Skyline Dr.

City

Milpitas

Postal / Zip code

95035

Occupation

Business man

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

Engineer

College, Professional, Vocational, or other schools attended

San Jose State University

Major Subject

Electronic

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I am the Milpitas resident, and service at Milpitas city for more than 7 year under EDC department, my turn was expired, now I would like to reapply to service under EDC again.

Date

Feb 04, 2019

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

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mrs.

Name

Bhupinder Kaur Sandhu

Address Type

Residence

Address

162 Marylinn Drive

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 477-6872

E-Mail Address

sunny84.me@gmail.com

City Clerk's Office

SEP 04 2018

RECEIVED

Occupation

Student

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

Masters in Commerce

College, Professional, Vocational, or other schools attended

De Anza College

Major Subject

Accounting

Degree

M.com.

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Upload a File

Bhupinder_Resume_August_2018.doc

Date

Aug 31, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Bhupinder Kaur Sandhu
E-mail – sunny84.me@gmail.com

PROFILE

- Hard working and timely completion of work.
- Good exposure of working in an international process with various teams.
- Good communication skills.
- Team player.
- Multi tasking (worked in a blended process based on voice and web responses).
- Multiple roles (worked as an HR bond, organized various activities alongwith daily roles).
- Participation in extra curricular activities.
- Speaks English, Punjabi and Hindi.

ACHEIVEMENTS

- ✓ Achieved Accounts Payable Certificate of Recognition for Exemplary Performance & Demonstration of Values at the Workplace (June 2011).
- ✓ Achieved Accounts Payable Certificate of Recognition for Exemplary Performance & Demonstration of Values at the Workplace (September 2011).

EDUCATION

- Bachelors of Commerce from Panjab University (2007)
- Master of Commerce from Panjab University (2009)
- Worked on a summer project with ICICI Prudential Life Insurance (India) for 6 weeks to obtain increase in insurance policies in various segments of society and aim at increasing awareness about benefits of owning life insurance.
- Received Certificate of achievement in Accounting At De Anza College (2018).

TRAININGS

- Certificate of Core Competence in Computing (November 2004). Briefly studied and worked on Microsoft word, Microsoft Excel and Powerpoint for 4 months at the Academic Council of NIIT.
- Corporate etiquettes.
- Call handling.
- Emerging Excellence to groom for a higher role and work as a team player.
- Voice & Accent.

Interests

Swimming, listening to music, Reading, organizing.

PROFESSIONAL EXPERIENCE

Employer: Genpact India

Duration: Jan.20th 2010 to May 14th 2012

Location: Delhi IT Park

Role: Process Associate

Process: Blended process (voice and email responses)

Role & Responsibilities:

- To deal with vendors & employees of U.S. based pharmaceutical company (Pfizer) for the accounts payable.
- The role briefly included responding to calls as well as responding via email for accounts payable of employees of Pfizer and payment of invoice of various vendors.
- Also, scanning of invoices and reply to web based queries.

Key Highlights:

- Involved in team interaction.
- Problem solving.
- Prepared material for new team members to improve in crucial topics.

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Victor and P San Vicente

Address Type

Residence

Address

2002 Stratford Drive

City

Milpitas, CA 95035

Postal/Zip Code

95035

Mobile Number

(408) 718-8218

E-Mail Address

victorgsanvicente@yahoo.com

City Clerk's Office
MAR 14 2019
RECEIVED

Present Employer

Victor and San Vicente

Other Phone

(408) 263-0343

Occupation

Real Estate and Mortgage Broker,

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

McGill University BSc Math and Physics

College, Professional, Vocational, or other schools attended

University of Phoenix

Major Subject

Computer Information Systems

Degree

MCIS

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Milpitas Rotary Club

Member

Board of Directors

Name of Organization

Milpitas Chamber of Commerce

Member

Board of Directors

Name of Organization

Milpitas General Plan Committee

Member

Active Member

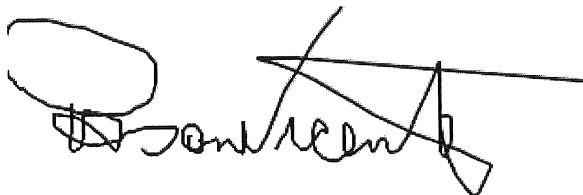
If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I have owned a home and lived in Milpitas since 1986 so I have a vested interest in the advancement and quality of life in Milpitas. Being a member of the Milpitas General Plan committee I provide valuable input into our Community's view of the future regarding such issues as how land is used, and where buildings are constructed, with the correct balance of business, high-tech industries, high quality schools and first class parks and recreational facilities. I would like to use my knowledge to help our city solve some of Traffic Congestion problems using Transportation problem theorwhich I learnt in Operations Research as part of my MBA program and Artificial Intelligence being a member of AAAI (Association for the Advancement of Artificial Intelligence

Upload a FileVictor San Vicente Resume for Economic Development Commission 2019.docx**Date**

Mar 13, 2019

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

A handwritten signature in black ink, appearing to read "Donald R. Cant". The signature is written in a cursive style with a large, looped initial "D" and a long horizontal stroke extending to the right.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mrs.

Name

Francie Soito

Address Type

Business

Address

176 S. Main Street

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 836-3201

E-Mail Address

francie.soito@gmail.com

City Clerk's Office

NOV 19 2018

RECEIVED**Present Employer**

Black Cat Comics

Business Address (Optional)

176 S. Main Street

City

Milpitas

Postal / Zip code

95035

Occupation

Co-owner of 3 businesses in Milpitas

College, Professional, Vocational, or other schools attended

UC Berkeley

Major Subject

Interdisciplinary Studies

Degree

B.A.

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Chamber of Commerce

Member

2017 - 2018 no longer active

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

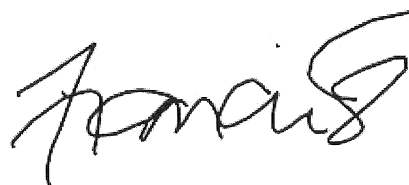
I am a business owner of 3 businesses in Milpitas, the longest since 2002. I am also a resident of Milpitas and an active member of the community. My husband and I have been involved in multiple community events:

- Community BBQ for Nob Hill farewell
- Organized/coordinated/recruited Milpitas small businesses for Chamber of Commerce BBQ in 2015
- Experience with Milpitas General Plan when we moved/ reconstructed business property on Main Street
- Attended General Plan and Economic Dev committee meetings
- Former Journalist for Milpitas Beat
- 15+ years as a market researcher and data analyst for high tech companies: Facebook, Yahoo, Macromedia, LinkedIn, AOL, Verizon

Date

Nov 16, 2018

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



COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Matthew T Taylor

Address Type

Business

Address

225 W Santa Clara St

City

San Jose

Postal/Zip Code

95125

Mobile Number

(408) 221-1735

E-Mail Address

matthew.taylor@cbre.com

Present Employer

CBRE

Other Phone

(408) 453-7469

Occupation

Commercial Real Estate Broker

College, Professional, Vocational, or other schools attended

Cal Poly, San Luis Obispo

Major Subject

Business, Economics

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

ASVB

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

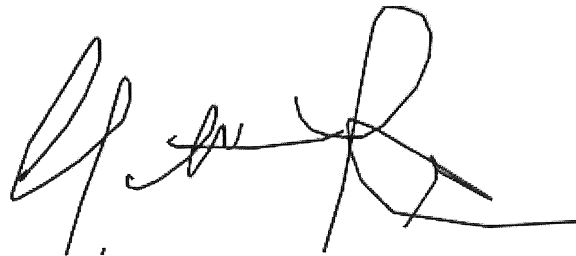
As a commercial real estate broker representing both prospective tenants and landlords in the city of Milpitas and the surrounding area, I am uniquely qualified to consult the city on matters pertaining to attracting potential business in the city and how to foster growth.

I am a leader in my field and would serve well on the council.

Date

Mar 06, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

City Clerk's Office

MAR 06 2019

RECEIVED

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Michael Tsai

Address

1630 Starlite Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(415) 842-9666

E-Mail Address

mrt.mike.rt@gmail.com

City Clerk's Office
SEP 13 2018
RECEIVED

Present Employer

Michael Tsai Tutoring

Occupation

Principal Tutor

College, Professional, Vocational, or other schools attended

UC Berkeley

Major Subject

Environmental Economics and Policy

Degree

BA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

SVCTBA

Name of Organization

South Bay YIMBY

Name of Organization

Milpitas Chamber of Commerce

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Will attach additional information and/or email to economic development dept

Date

Sep 12, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

APR 05 2018

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

RECEIVED

~~Parks and Rec~~ EDC RON DEV.

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☐
☐ Mr. ☐ Mrs. ☒ Miss

Name: Vicky First Tu Middle Last

Address: 383 Number N Park Victoria Dr. Street (apt. # if needed) Milpitas 95035 City & Zip Code

408-687-8925 Telephone Number(s) vickytu2016@gmail.com e-mail address

Google Present Employer Business Telephone

1600 Amphitheatre Pkwy Business Address Software Engineer Occupation

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Milpitas High School	NA	06/01/2012	Diploma
Yale University	Mathematics and Computer Science	05/01/2016	B.S.

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

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
 From 2011-2012 I served on the Youth Advisory Commission in Milpitas. I served 3 years on the MUSD School Board as the student representative.

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

Vicky Tu
Signature

04/05/2018

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

COMMISSION APPLYING FOR:

Economic Development and Cultural Trade Commission

Title

Mr.

Name

Warren G Wettenstein

Address Type

Business

Address

320 S Abel Street

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 204-2231

E-Mail Address

commissioner@calvantage.net

City Clerk's Office

JAN 15 2019

RECEIVED

Present Employer

Wettenstein Insurance & Financial Solutions

Other Phone

(408) 824-1450

Occupation

Independent Insurance Broker

College, Professional, Vocational, or other schools attended

Boston University (MBA), George Washington University (BBA, AA)

Major Subject

Business Marketing

Degree

MBA, BBA, AA

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Milpitas Chamber of Commerce

Member

VP Mktg Membership, Board Member

Name of Organization

Milpitas Chamber

Member

CoFounder Connections Club

Name of Organization

Berryessa Business Association

Member

Board Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Have been an EDC Commissioner since 02 01 2011. Past Chairman and Past Vice Chairman. Liaison and advocate between Milpitas Chamber of Commerce and EDC. Have attended all meetings through the years, except for excused medical leave. Have attended and supported numerous events including Manufacturing Day and instrumental in promoting City of Milpitas at numerous events.

Date

Jan 15, 2019

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



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

COMMISSION APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Title

Mr.

Name

Aaron Aquino

Address Type

Residence

Address

690 Dempsey Rd Apt A

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 688-4932

E-Mail Address

Aaronaquino2442@gmail.com

City Clerk's Office
JAN 29 2019
RECEIVED

Present Employer

Nanosyn/Alliance Bay Realty

Other Phone

(408) 987-2000

City

Santa Clara

Postal / Zip code

95051

Occupation

Purchasing Manager/Licensed Realtor

College, Professional, Vocational, or other schools attended

San Jose State University

Major Subject

Business Administration

Degree

Management

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have a B.S. in Business Administration - Management. I am also a licensed Realtor. I have been a Milpitas resident for more than 10 years and is active with sport activities, especially volleyball. I am young with lots of ideas on how to improve our community, especially in the recreation side. All I need is a chance.

Date

Jan 28, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Title

Ms.

Name

Molly D Current

Address Type

Residence

Address

453 N Park Victoria Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 857-3142

E-Mail Address

mcurrent2009@gmail.com

City Clerk's Office

JAN 29 2019

RECEIVED

Present Employer

Santa Clara County Housing Authority

Occupation

Housing Policy Manager

College, Professional, Vocational, or other schools attended

BA U of North Carolina: Georgetown Law School JD

Major Subject

English/History/Law

Degree

BA/JD

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have a legal background and have worked in housing and related community services. I have lived in Milpitas over 12 years and would like to give back and be more involved in our community.

Date

Jan 29, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Title

Mr.

Name

Ricky Duane Davis

Address Type

Residence

Address

1194 Park grove dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 687-2885

E-Mail Address

Ricky.duane.davis@gmail.com

City Clerk's Office
JAN 29 2019
RECEIVED

Present Employer

Samaritan house

Other Phone

(408) 262-4685

Occupation

Volunteer coordinator

College, Professional, Vocational, or other schools attended

San Jose State

Major Subject

Recreation management

Degree

BS Recreation management

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

Guadalupe River Park Conservancy

Member

Employee

Name of Organization

Samaritan house

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

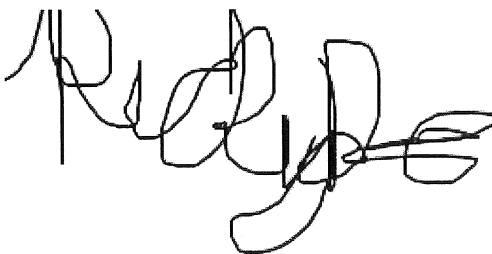
Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I studied park management at West Valley College and Recreation management at San Jose state. I believe parks and recreation are a key to a healthy community

Date

Jan 28, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

AUG 16 2018

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

RECEIVED

 Veterans Commission
 Youth Advisory Commission
 Other

PROVIDE COMPLETE INFORMATION (In black ink)

☒ Mr. ☐ Mrs. ☐ Miss

COMMISSION APPLYING FOR

Planning or Parks, Recreation & Cultural

 Ernest Martinez
 Name: First Middle Last

 70 Mihalakis Dr 202 Milpitas, CA 95035
 Address: Number Street (apt. # if needed) City & Zip Code

 408-661-5304 ernestomartinez38@gmail.com
 Telephone Number(s) e-mail address

 Century 21 Alliance
 Present Employer

Business Telephone

 2090 Concourse Dr #98 San Jose, CA 95131
 Business Address

 Realty
 Occupation
Education: If Youth Advisory Commission applicant, indicate your grade/school:

College, Professional, Vocational, or other schools attended

Major Subject

Date

Degree

SSSU	History	3/1997	B. A
SSSU	Ethnic Studies	5/2002	M. A

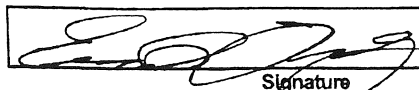
 List community organizations to which you belong or have belonged (additional information may be attached). If application is for **Veterans Commission**, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
	N/A	

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

 I was a social worker & currently teach U.S History at Chaboc
 College. Also, work in Real Estate. I have a long history
 of working in non-profit & on board of school of art & culture
 in San Jose.

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


 Signature

 8/16/18
 Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

CITY OF MILPITAS COMMISSION APPLICATION

City Clerk's Office

MAR 25 2019

Parks & Recreation
RECEIVED
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.

☒ Mrs./Ms./Miss

Name: Alma (Becky) R. Strauss
First (middle) Last

Address: 2294 Lacey Dr. Milpitas-CA 95035
Number Street (apt. # if needed) City & Zip Code

Telephone Number(s) 408-718-2667 e-mail address becky@bayres.net

Present Employer Bayview Residential Business Telephone 408-718-2667

Business Address 51 E. Campbell Ave. Campbell-CA Occupation Real Estate Broker

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
San Jose State	Marketing	1993	NO
California Association of Realtors	Real Estate	1994	N/A
National Association of Realtors	Mortgage		N/A

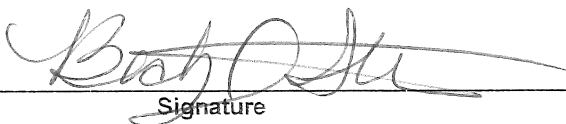
List community organizations to which you belong or have belonged (additional information may be attached). If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date	Name of Organization or Branch of Military	Officer / Member
	N/A	

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

I have been on the Arts Commission for over 16 years, served as chair many years. I am very involved in the community: Passed President of Milpitas Kiwanis, current member of Historical Society. I can offer many ideas and participation. Current treasurer for Milpitas Foundation.

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


Signature

03/23/2019
Date

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

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

E-mail, send in US mail or drop off your completed application to:

City Clerk, Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: miavelle@ci.milpitas.ca.gov

City Clerk's Office
APR 05 2018
RECEIVED

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

Parks and Rec _____

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR 

☐ Mr. ☐ Mrs. ☒ Miss

Name: Vicky Tu
First Middle Last

Address: 383 N Park Victoria Dr. Milpitas 95035
Number Street (apt. # if needed) City & Zip Code

408-687-8925 vickytu2016@gmail.com
Telephone Number(s) e-mail address

Google Business Telephone
Present Employer
1600 Amphitheatre Pkwy Software Engineer
Business Address Occupation

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Milpitas High School	NA	06/01/2012	Diploma
Yale University	Mathematics and Computer Science	05/01/2016	B.S.

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

Date	Name of Organization or Branch of Military	Officer / Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):
From 2011-2012 I served on the Youth Advisory Commission in Milpitas. I served 3 years on the MUSD School Board as the student representative.

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

Vicky Tu
Signature

04/05/2018

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

COMMISSION APPLYING FOR:

Parks, Recreation and Cultural Resources Commission

Title

Mr.

Name

Suraj Karuppan Viswanathan

Address Type

Residence

Address

1882 Snell pl

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 898-6537

E-Mail Address

surajkviswanathan@gmail.com

City Clerk's Office

JAN 15 2019

RECEIVED**Present Employer**

SMC Automotive Services

Other Phone

(408) 898-6537

Business Address (Optional)

37600 Central Ct #261

City

Newark

Postal / Zip code

94560

Occupation

Business

College, Professional, Vocational, or other schools attended

Madras University, Santhome High School

Major Subject

Production Engineering

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

USA Cricket

Member

Board Of Directors

Name of Organization

Bay Area Cricket Alliance

Member

Chairman

Name of Organization

Parents Helping Parents

Member

Volunteer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I have been running several successful organizations since 2005, have experience in negotiations, market development, sales/growth management, etc. Always wanted to serve the city of Milpitas in any capacity I could, and this provides me with that opportunity.

Date

Jan 15, 2019

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

A handwritten signature in black ink, consisting of a series of connected, slightly curved strokes that form a stylized, somewhat abstract shape.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title

Mr.

Name

Guy Kurt Haas

Address Type

Residence

Address

1277 Fallen Leaf Drive

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 666-4820

E-Mail Address

guy@hiskeyboard.com

City Clerk's Office

JAN 29 2019

RECEIVED**Present Employer**

SAP Labs

Occupation

Senior User Assistance Developer (Sr. Tech Writer)

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

BS Math, 1965; BS Physical Science (Chemistry), 1966

College, Professional, Vocational, or other schools attended

Cal Poly Pomona

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Starlite Pines HOA

Member

?

Name of Organization

Sunnyhills Neighborhood Assn

Member

?

Name of Organization

MHS Site Council

Member

?

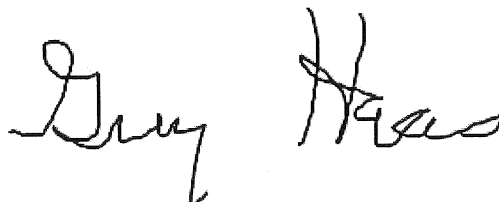
If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I have been employed in tech since 1966, starting as an applications programmer and switching to tech writing in 1982.

Date

Jan 29, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR: Science, Technology and Innovation Commission

Title Mr.

Name Guy K Haas

Address Type Residence

Address 1277 Fallen Leaf Drive

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 666-4820

E-Mail Address guy@hiskeyboard.com

City Clerk's Office
SEP 04 2018
RECEIVED

Present Employer SAP Labs, Palo Alto

Occupation Technical Writer

College, Professional, Vocational, or other schools attended Cal Poly, Pomona

Major Subject Math/ Chem

Degree B.S.

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization CBAC

Name of Organization Starlite Pines Home Assn

Name of Organization Sunnyhills Neighborhood Assn

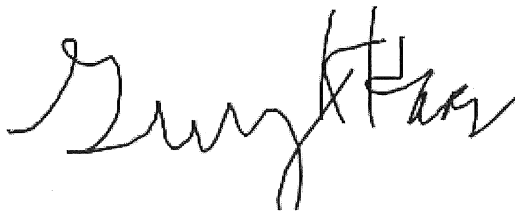
If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

As a programmer-turned-tech-writer, I understand and can explain technological subjects.

Date Aug 31, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title

Mr.

Name

Tarun Bajaj

Address Type

Residence

Address

1674 Crater Lake Avenue

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 206-0318

E-Mail Address

tbajaj@hotmail.com

City Clerk's Office
JAN 30 2019
RECEIVED

Present Employer

Kaiser Permanente

Occupation

Design Review Consultant / Technical Architect

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

Masters in Computer sciences and applications, Masters in Business Administration

College, Professional, Vocational, or other schools attended

K.U.K. and Univ of Phoenix

Major Subject

Computer Science

Degree

Masters

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

KP Cares

Member

Active Volunteer

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

Over 20 years of extensive experience as Technical Project Management, Applications Architect, Strong Business Analysis skills, Technical Planning, Design, Platform Integration, Electronic Medical Record System, Business Continuous Availability surrounding Medical Informatics Industry. Hands on Architecture and implementation experience in software development life cycle including requirements definition, systems analysis, system design, program construction, testing, and quality assurance. Around 4 year of experience in ASP.NET. More than 3 years of experience as Billing Analyst in Billing System Customization, Implementation, Extension and Upgrade. Over 9 months of experience in PeopleSoft CRM module, using PeopleSoft Tools. Key contributions and focus is in building Distributed Client-Server technologies based Enterprise Application Integration (EAI) solutions for Unified Customer Management requirements of Banking and Telecom Verticals. Highly skilled in database development, Proficient in Java, Visibroker for Java (CORBA), Power Builder 6.0 and it's Foundation Classes, Visual Basic, Sybase System 11, MS SQL Server 2K, Oracle 8i. MCSD.NET certified in Web Applications. Well versed in development of web-enabled applications, multi-tier architecture and remote and distributed objects. Good communication and interpersonal skills.

Specialties: Open Platforms, Medical Informatics

Date

Jan 30, 2019

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy.

I hereby certify that all statements contained in this application are true.

1/2/21

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

MAR 27 2018

CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATIONRECEIVED
EMERG PREPVeterans Commission
Youth Advisory Commission
Others

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ☐

TELECOM COMMISSIONER

☒ Mr.☐ Mrs.☐ MissName: ALBERTO First MAANDAR Middle BAUTISTA LastAddress: 1716 Number PINEWOOD WAY Street (apt. # if needed) MILPITAS 95035 City & Zip CodeTelephone Number(s) 408-469-9320 e-mail address ambautista.PE@gmail.comPresent Employer N/A Business Telephone N/ABusiness Address N/A Occupation ELECTRICAL ENGINEEREducation: If Youth Advisory Commission applicant, indicate your grade/school: N/A

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
MAPUA INSTITUTE OF TECHNOLOGY	Electrical Engineering	July 20, 1969	B.S. E.E.

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

Date	Name of Organization or Branch of Military	Officer / Member
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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

Professional Electrical Engineer with over 20 years work experience in International (Zambia, Saudi Arabia, Yemen, Malaysia) & Local (USA) project engineering expertise and management, Facilities engineering, construction & plant maintenance. Please refer to attached resume & academic certification & diploma

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



Signature

March 27, 2018

Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year** from the date submitted unless renewed by the applicant.NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail, email or drop off your completed application to:

City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

Alberto M. Bautista

Electrical Engineer

1716 Pinewood Way Milpitas, CA 95035 USA Cell: (408) 469 9320 ambautista.pe@gmail.com

CAREER OBJECTIVE

- A position as Telecom Commissioner – City of Milpitas California

SUMMARY OF QUALIFICATIONS

- Professional Electrical Engineer with over 10 years' experience in international front end design, project engineering, construction, and maintenance management.
- Implementation of power system modernization, instrumentation, data acquisition system, heat tracing, cost control and estimates, maintenance and plant construction in industrial and commercial complex.
- Provide architectural project engineering expertise, construction and maintenance management support at ARAMCO – JAZAN REFINERY & TERMINAL PROJECTS – EPC-2.
- Provide architectural engineering expertise and project management support in construction of a New American Embassy Compound Sanaa Yemen.
- Experienced in electrical power and lighting system design in Gas Plant and Oil Refinery complex, Copper Mines, Power Plant and Utilities and High Rise Building (98 Storey Petronas Twin Towers, Malaysia).
- Proficient with Microsoft Office Suite and use of Autocad; Code Familiarity: NERC, NEC, BS, IEC, IEEE

Skills

Project engineering and management, Facilities Engineering Construction & Plant maintenance

Work History

Head Project Electrical Engineer, 1980 to 1990

Jeddah Oil Refinery Company - Jeddah, Saudi Arabia

Arab-American Company with an oil refiner in Jeddah and three bulk plants in Dubai, Tabuk and Jizan 100 employees

Directed and supervised projects to ensure completion within budget and effective design, construction, and adherence to safety regulations; sample projects included power system modernization, installation of 30 MW gas turbine generator, installation of Data Acquisition and Digital Microvax computer; Installation of area / security lighting

Supervised each stage of project; investigation, design, planning, cost estimating, tendering, bid evaluation, issuance of construction contracts and approval of contractors' work

Maintenance and Construction Supervisor, 1971 to 1977

Bataan Refining Corporation - EXXON - MOBIL Oil Refinery

Supervised all mechanical maintenance and construction work in the electrical shop and utilities area consisting of refinery steam and 2 x 5 MW electrical power generating facilities and water treating plant Developed schedules, resource materials / equipment, and cost estimates for regular maintenance: ensured projects completed within estimated budget

Electrical Engineer, 2015 to 2016

ARAMCO JAZAN REFINERY & TERMINAL PROJECTS EPC-2 - Jazan, Saudi Arabia

Provide front end design, project engineering, construction and maintenance management support at ARAMCO – JAZAN REFINERY & TERMINAL PROJECTS – EPC-2.

Electrical Engineer, 2014

Chevron - U.S.A SJBVU

[Cenergy International Services LLC, Houston TX]

Provide front end design, project engineering, construction and maintenance management support at Chevron [SJBVU]. San Joaquin Valley Business Unit Engineering related to In-house front end design, electrical projects and services

Electrical Engineer, 2012 to 2013

New American Embassy Compound [Overseas Building Operations] - Sanaa, Yemen

[Scientific Research Corporation, Atlanta GA]

Provide project engineering expertise and project management support in the construction of a New, American Embassy Compound Sanaa Yemen covering 4 New 7 Floor Apartments, New Civilian Access Building, Motor Pool Building and Warehouse related to Technical Security System, Building Control System, Fire Alarm System, and Electrical services

Energy Efficiency Installer, 2010 to 2011

Laney College - Oakland, CA

- Energy Efficiency Weatherization & Auditing in Residential & Light Commercial Heating Ventilation & Air Conditioning installation and troubleshooting Building Science, Health & Safety based on BPI standard and practices.

Senior Electrical Engineer, 2008 to 2009

Worley Parsons - [Engineering Technical Group] - Monrovia, CA

American based EP&C global provider of technical, project and operational services with 118 offices and over 32,000 personnel worldwide.

Worked on Saudi Aramco Rastanura Refinery AH Expansion project for the Electrical Engineering deliverables

Prepared front end design covering One Line diagram, area classification, cable schedule 69KV, 34.5KV, 13.8KV, 5KV and 600volts, cable routing, substation layout, equipment and motor data sheets and material take off.

Electrical Engineer, 2004 to 2007

Ipedex Production LLC - East Shabwa, Yemen

International organization working in the Middle East and Central Asia to operate and maintain a wide range of industrial units, including but not limited to Oil and Gas Recovery Facilities on and offshore

- Maintained TOTAL (French company) Engineering & Procurement Yemen East Shabwa's natural gas and crude oil production plants, which covered power generators, pumps, motor control centers and utilities

Instrument Engineer, 2001 to 2003

Hyundai Engineering & Const. Co. Ltd – South Pars, Iran

Korean engineering and construction company responsible for constructing the Gas projects in Iran.

Electrical Maintenance Manager, 1998 to 2000

Tabuk Cement Company, Duba North Tabuk, Saudi Arabia

Fully computerized cement manufacturing company

Managed and evaluated 60 staff members in instrumentation and electrical department Developed schedules, resource materials / equipment, and cost estimates for regular maintenance: ensured projects completed within estimated budget

Electrical Engineer, 1994 to 1997

Mayjaus JV - Kuala Lumpur

Consortium of Malaysian, Japanese and American contractors responsible for construction of the tallest building in the world [Petronas Twin Towers]

Senior Electrical Engineer, 1991 to 1993

Asea Brown Boveri - Kuala Lumpur

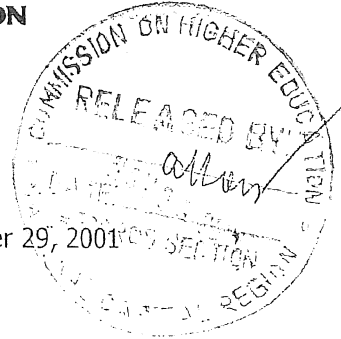
A multinational corporation and one of the largest engineering companies worldwide, operating mainly in the power and automation technology areas in around 100 countries, with approximately 111,000 employees.

Education

- Bachelor of Science in Electrical Engineering, Mapua Institute of Technology, Manila, Philippines



Republic of the Philippines
Office of the President
COMMISSION ON HIGHER EDUCATION
NATIONAL CAPITAL REGION



November 29, 2001

CAV (CHED) No. 01-11-23592
Series of 2001

C E R T I F I C A T I O N

TO WHOM IT MAY CONCERN:

This is to certify that the attached Transcript of Record and Diploma of

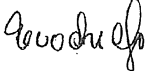
ALBERTO M. BAUTISTA

who graduated under the BACHELOR OF SCIENCE IN ELECTRICAL ENGINEERING (B.S.E.E.) as of June 1969 with Special Order NO. 3-0787, series of 1969, dated July 3, 1969 from MAPUA INSTITUTE OF TECHNOLOGY, Manila, a duly recognized private higher education institution in the Philippines, are authentic copies and the signatures appearing are those of the President, Dean and Registrar of the said institution.

This certification must not be honored if the copies of the student's Transcript of Record and Diploma presented are not duly authenticated/certified by the school registrar.

Issued upon the request of Mr. Bautista for whatever legal purpose it may serve.

For the Chairman


AMELIA A. BIGLETE
Director IV

NOT VALID WITHOUT SEAL

Mapúa Institute of Technology

upon the recommendation of the Faculty

hereby confers on
Alberto Bautista y Maanadar

the Degree of

Bachelor of Science

in

Electrical Engineering

in recognition of his ability and scholarship in the course of study
prescribed in the said Institute for such a degree.

Given under the seal of the Institute in the City of Manila,
Philippine Islands, on this twentieth day of July
in the year of our Lord one thousand nine hundred and sixty-nine.



[Signature]
Dean

[Signature]
President

COMMISSION APPLYING FOR: Science, Technology and Innovation Commission

Title Mr.

Name Bill Chuan

Address Type Residence

Address 2276 Edsel Drive

City Milpitas

Postal/Zip Code 95035

Mobile Number (408) 209-6188

E-Mail Address bill_chuan@yahoo.com

City Clerk's Office
JAN 10 2019
RECEIVED

Present Employer Flex

Occupation Director, Sales Engineering

College, Professional, Vocational, or other schools attended Cal Poly, San Luis Obispo

Major Subject Electrical Engineering

Degree Bachelor of Science

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization Open19

Member Yes

Name of Organization Spangler / Burnett PTA

Member Yes

Name of Organization IEEE

Member Past

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have over 20+ years experience in the technology and innovation industry and have a strong desire to use my experience to help improve the overall Milpitas community. Below is a summary of some of my qualifications:

SUMMARY

- Proven leadership in providing high-level support, training, and resolving various technical and business issues at executive, engineering, and operations levels.
- Outstanding in cross-functional team leadership with various groups to drive and meet customer requirements
- Motivated and results-oriented with a strong technical background
- Proven business acumen ability to set strategic priorities to meet overall goals.
- Takes initiative, operates well under pressure during a crisis and critical situations, and versatile.
- Strong mentor and coach to other colleagues.

Here is also a link to my LinkedIn profile for reference:
<https://www.linkedin.com/in/bill-chuan-8b56542/>

I'm also attaching a copy of my resume for reference.

Upload a File [Bill Chuan Resume-Commission.pdf](#)

Date Jan 09, 2019

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

Bill Churn

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title

Mr.

Name

Shobhit Gupta Gupta

Address Type

Residence

Address

700 S Abel St, 413

City

Milpitas

Postal/Zip Code

95035

E-Mail Address

smartyshobhit@gmail.com

City Clerk's Office

SEP 04 2018

RECEIVED**Occupation**

Software Engineer

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

Master of Science

College, Professional, Vocational, or other schools attended

University of Utah

Major Subject

Computer Science

Degree

MS

List community organizations to which you belong or have belonged (additional information may be attached).**If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).****Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I have a bachelors and a masters degree in computer science and have more than 8 years experience working as a software engineer in the technology industry. I have mentored several young co-workers throughout my career.

Date

Sep 04, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

Science, Technology & Innovation Commission

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ↑

City Clerk's Office

NOV 29 2018

RECEIVED

☒ Mr.
☐ Mrs./Ms./Miss

Nasir

Lalani

Name: First Middle Last
2235 Mesa Verde drive, Milpitas, CA 95035
Address: Number Street (apt. # if needed) City & Zip Code
408-802-9446 nasir.lalani@gmail.com
Telephone Number(s) e-mail address

Self employed

Present Employer

Business Telephone

IT Engineer

Occupation

Business Address

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
UC Berkeley, California	Network Management	09-01-98	Network Management
George Washington University,	Program Management	10-01-2000	Program Manager

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

Date	Name of Organization or Branch of Military	Officer / Member
	None	

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

Currently serving as EPC commissioner, since 2014

Serving as a Director for Terrace Garden, Milpitas, it's a senior low income community since 2011

Serving as Volunteer for Santa Clara County – Source Wise for Medicare and Medicaid Health advising counselor

Serving as Director for Mayfield Home Owners Association

Move on next page-2

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

Nasir Lalani

Signature

11/29/2018
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Science, Technology & Innovation Commission**OBJECTIVE**

Seeking to serve as a commissioner of **Science, Technology & Innovation Commission** for city of Milpitas.

Currently serving as a commissioner of **Emergency Preparedness Commission** since 2014 and my term will end soon.

I have lived in Milpitas for more than 25 years, raised my two children in the city and they have graduated from Milpitas High and they have advanced their education and career further in the Silicon Valley.

I find this community is the diverse and multicultural community. Diversity is the strength of the city, it is the best place to work, live, and raise the family. I would like to give back to my community my expertise, skills, time, and energy and the knowledge.

Summary of skills:

- A seasoned pro-active professional with 18+ years of diverse management and technical experience in test and manufacturing at Cisco Systems.
- Civic engagement and working closely with the people of Milpitas city
- Working as a team builder and reaching out to those who needed the most support in the county and the city
- Expertise in team development and leadership, communicate goals objectives through excellent verbal and professional presentation.

SUMMARY OF ACCOMPLISHMENTS

- Currently serving on the board of Directors, as a Treasurer for Terrace Garden, a senior low income community in Milpitas
- Currently serving as an Emergency Preparedness Commissioner for City of Milpitas
- Currently serving as a volunteer for Health Insurance and Advocacy Program (HICAP), for the Santa Clara county residents. This program is funded by the government, to assist the Medicare beneficiaries living in Santa Clara county
- As a certified Child Advocate for Santa Clara County, I have worked with neglected and abused children.
- A volunteer for Aga Khan Foundation USA served the community in managing Outreach programs for the AKF Walk/Run events for last more than 8 years.
- Tax-Aid volunteer for AARP, serving low income Milpitas and San Jose residents for last three years
- Serving as a volunteer for Fremont Senior Center and India Culture Community (ICC-Milpitas)
- Managed team of 15 engineers, instilled new energy and infrastructure culture
- Eighteen plus years of experience at **Cisco Systems** as a Program Manager and Design Test Manager with emphasis on global deployment of projects and processes. Leading 50+ projects from concept commit to successful launch.

EDUCATION:

- **Electrical Engineering degree** - University of Pune (India)
- **Network Management degree** - University of Berkeley, CA
- **Associated Program Management** – George Washington University
- **Several career courses:** Team Building and skill development; Managing Risks and Assessment, Project finance and budgeting

Mary Lavelle

From: no-reply@ci.milpitas.ca.gov on behalf of City of Milpitas City Clerk Office <no-reply@ci.milpitas.ca.gov>
Sent: Tuesday, September 04, 2018 7:22 PM
To: Mary Lavelle; Mike Luu
Subject: CITY OF MILPITAS COMMISSION APPLICATION [#17]
Attachments: CITY OF MILPITAS COMMISSION APPLICATION [#17].pdf

City Clerk's Office
SEP 05 2018
RECEIVED

COMMISSION APPLYING FOR: Science, Technology and Innovation Commission
Title Mrs.
Name Sukhvinder Mehta
Address Type Residence
Address 1370 Cuciz Ln
City Milpitas
Postal/Zip Code 95035
Mobile Number (669) 234-2080
E-Mail Address sukhvindermehta25@gmail.com

Present Employer IT Avalon Staffing Solutions
Other Phone (617) 226-7112

Occupation Software Engineer
Education: If Youth Advisory Commission applicant, indicate your grade/school: Bachelor of Engineering in Computer Science
College, Professional, Vocational, or other schools attended M.I.E.T, Meerut, U.P., India
Major Subject Computer Engineering
Degree B.E.

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

- ♣ Over 6 years of professional career in the field of Information technology as Software Quality Analyst / Testing Engineer.
- ♣ Currently working as Software Testing Engineer at Bank of the West in San Ramon, CA since Sep, 2017 through IT Avalon consulting firm. Working as Manual Testing engineer for their Touchpoint team and Cards team .
- ♣ Worked as Software Testing Engineer at Wells Fargo Bank in San Francisco, CA from Feb, 2016 – Aug 2017 through Strategic Staffing Solutions consulting firm. Responsibilities included Regression Testing and Manual Testing engineer for their CCBS/DCBS department.
- ♣ Domain experience in Banking, Retail & Insurance
- ♣ Excellent Communication, Interpersonal and Leadership skills, Self-motivated, quick learner, Good team player and ability to work individually with strong desire to achieve quality results.
- ♣ Ability to achieve targets and deliver results in a high-pressure environment

Upload a File

Resume Sukhvinder Mehta.doc

Date

Sep 04, 2018

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR: Science, Technology and Innovation Commission

Title Mr.

Name Deepak Narasimhan

Address Type Residence

Address 1551 Mt Shasta Ave

City Milpitas

Postal/Zip Code 95035

Mobile Number (818) 319-2080

E-Mail Address dnasim@gmail.com

City Clerk's Office
FEB 04 2019
RECEIVED

Present Employer Silicon Valley Bank

Business Address (Optional) 3003 Tasman drive

City Santa Clara

Postal / Zip code 95054

Occupation Software Engineer

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

College, Professional, Vocational, or other schools attended Santa Clara University

Major Subject Business

Degree MBA

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

As a technology professional working in the Bay area for around 10 years I feel that I am qualified to be part of the council. I hope to leverage my years of experience along with my desire to be a productive resident by contributing to solving technology issues.

Date Feb 01, 2019

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title

Mr.

Name

Shriram Natarajan

Address Type

Residence

Address

1243 Daniel Court

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 568-8462

E-Mail Address

shriram.jobs@gmail.com

City Clerk's Office

OCT 29 2018

RECEIVED

Present Employer

Persistent Systems

Other Phone

(408) 665-8522

Business Address (Optional)

2055 Laurelwood Road #210

City

Santa Clara

Postal / Zip code

95054

Occupation

CTO - Chief Technology officer

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

Master of Science

College, Professional, Vocational, or other schools attended

Santa Clara University

Major Subject

Computer Science

Degree

MS

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

PVTA HOA

Member

Board member

Name of Organization

The Link to Children

Member

Board member

Name of Organization

Russell PTSA

Member

Board member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

Trained and worked in technology for 22 years.

Passionate about using tech in the service of humanity and citizenry

Smart Cities initiatives

Government transparency

Date

Oct 25, 2018

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

A handwritten signature in black ink, consisting of a stylized 'J' followed by a long horizontal line.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title

Mrs.

Name

RJ Sudha

Address Type

Residence

Address

847 Canada Dr

City

Milpitas

Postal/Zip Code

95035

Mobile Number

(408) 263-7327

E-Mail Address

srjagop77@yahoo.com

City Clerk's Office

JAN 29 2019

RECEIVED**Present Employer**

Self-employed - Radio Host

Other Phone

(408) 263-7327

Business Address (Optional)

162 S Hillview Dr

City

Milpitas

Postal / Zip code

95035

Occupation

Radio Show Host

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

Grad School,

Major Subject

Computer Science

Degree

MS

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Green Kids Now

Member

Board Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

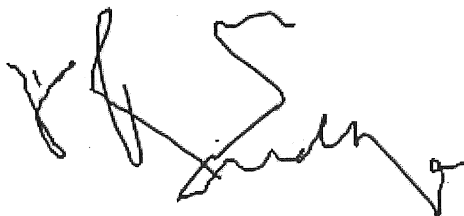
I have a Masters in Computer Science with over 20 years of Industry experience in the Telecommunications field. I am now a Radio Show Host in an Indian Radio Station.
Please check out my LinkedIn Profile:

<https://www.linkedin.com/in/sudha-rajagopalan-467196/>

Date

Jan 29, 2019

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



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

COMMISSION APPLYING FOR:

Science, Technology and Innovation Commission

Title Mr.
Name Suraj Karuppan Viswanathan
Address Type Residence
Address 1882 Snell pl
City Milpitas
Postal/Zip Code 95035
Mobile Number (408) 898-6537
E-Mail Address surajkviswanathan@gmail.com

City Clerk's Office
JAN 15 2019
RECEIVED

Present Employer SMC Automotive Services
Other Phone (408) 898-6537
Business Address (Optional) 37600 Central Ct #261
City Newark
Postal / Zip code 94560

Occupation Business
College, Professional, Vocational, or other schools attended Madras University, Santhome High School
Major Subject Production Engineering
Degree BS

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	USA Cricket
Member	Board Of Directors
Name of Organization	Bay Area Cricket Alliance
Member	Chairman
Name of Organization	Parents Helping Parents
Member	Volunteer

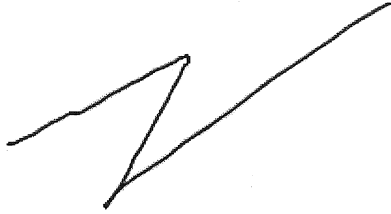
If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

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

I have been running several successful organizations since 2005, have experience in negotiations, market development, sales/growth management, etc. Always wanted to serve the city of Milpitas in any capacity I could, and this provides me with that opportunity.

Date Jan 15, 2019

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

A handwritten mark, possibly a signature or initials, consisting of a series of connected lines forming a stylized 'N' or 'Z' shape.

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

CITY OF MILPITAS COMMISSION APPLICATION

City Clerk's Office

Veterans

MAR 22 2019

PROVIDE COMPLETE INFORMATION (in black ink)

COMMISSION APPLYING FOR ↑

RECEIVED

☒ Mr.

☐ Mrs./Ms./Miss

Name: Bruce First A. (middle) choy Last

Address: 897 Tassasara Drive Number Milpitas Street (apt. # if needed) 95035 City & Zip Code

Telephone Number(s) 408 220 5322 e-mail address bruceachoy@gmail.com

Present Employer retired Business Telephone n/a

Business Address n/a Occupation n/a

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
Santa Clara Univ.	Law	1980-1983	JD
San Jose State Univ.	Pol. Science	1974-1977	BA

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

Date	Name of Organization or Branch of Military	Officer / Member
1968-1974	Army	Member
2009-2013	City of Milpitas Veterans Comm.	member

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

Served as a commissioner on the City of Milpitas Veterans Commission from 2009 to about 2013 when I resigned due to changes in my job as the Alameda County Veterans Service Officer. Served as the Alameda County Veterans Service Officer from 2013 to 2018, when I retired (cont on next page)
I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

[Signature]
Signature

03/22/2019
Date

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

PLEASE BE AWARE THAT ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

E-mail, send in US mail or drop off your completed application to:

City Clerk, Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035, email: mlavelle@ci.milpitas.ca.gov

City of Milpitas Commission
Application (continued)

Applicant: Bruce Choy

Date: 03/22/2019

Prior to serving as the Alameda County Veterans Service Officer, I served as a County Veterans Service Representation from 2010 to 2013.

I was with the U.S. Department of Veterans Affairs in the Oakland Regional Office from 2007 to 2009.

From 1984 to 2007, I worked as an attorney in San Jose.

From 1980 to 1984, I worked as a federal criminal investigator with the U.S. Small Business Admin. Office of Inspector General.

From 1975 to 1980, I worked for the Internal Revenue Service.

I have lived continuously in Milpitas since 1977. My wife and I raised our family here and both children attended and graduated from Milpitas H.S.

I was the Milpitas Veteran of the Year 2016.

School Board Members School Site Assignments – 2019 Calendar Year

Daniel Bobay	Chris Norwood	Hon Lien	Michael Tsai	Kelly Yip-Chuan
CDC	MHS	Adult Ed at Elmwood	Zanker Elementary	Burnett Elementary
Spangler Elementary	Adult Ed at Ayer	Randall Elementary	Pomeroy Elementary	Rose Elementary
Cal Hills	Mattos Elementary	Rancho Middle	Weller Elementary	Russell Middle
Sinnott Elementary	Curtner Elementary		MHS	

School Board Members' Current Assignments on Internal and External Committees

Type	Committee/Event	Current Representative and Alternate
District	Board rep to the Community Board Advisory Council (CBAC) (Monthly every 3 rd Thursday, except September, December and May)	Rep: Kelly Yip-Chuan Alt: Daniel Bobay
District	Board rep to the District English Learners Advisory Council (Monthly every 1 st Tuesday, except in January)	Rep: Chris Norwood Alt: Hon Lien
City	Public Safety and Emergency Preparedness Commission	Rep: Hon Lien Alt: Daniel Bobay
City	Economic Development and Trade Commission [per City staff, the Sister Cities will now be a part of this commission] (Monthly every 2 nd Monday)	Rep: Chris Norwood Alt: Michael Tsai
City	Representative to the City/MUSD Communication meetings (Frequency to be determined, usually from 4-5 pm)	Rep: Chris Norwood (1) Rep: Hon Lien (2) Alt: Daniel Bobay
County	Santa Clara School Boards Association (Frequency to be determined)	Rep: Michael Tsai Alt: Kelly Yip-Chuan
County	Voting representative on the County Committee on School District Organization (As needed)	Rep: Kelly Yip-Chuan Alt: Michael Tsai
Agency	MetroED (AKA Silicon Valley Career Technical Education) (Monthly every 2 nd Wednesday)	Rep: Daniel Bobay Alt: Michael Tsai
District	Parcel Tax Oversight Committee (Twice a year)	Rep: Hon Lien Alt: Chris Norwood
Agency	Chamber of Commerce	Rep: Kelly Yip-Chuan Alt: Michael Tsai
█	██████████	██████████

Board Approved: 12/11/2018

/cc

JOINT HOUSING AUTHORITY/CITY COUNCIL

PREVIEW AGENDA

APRIL 16, 2019

CONSENT CALENDAR

1. City Council calendars for April and May 2019
2. Approve City Council meeting minutes for April 2, 2019
3. Adopt a Resolution to purchase Oracle Database Enterprise Software from Mythics via Cooperative Procurement Contract by Region 4 Educational Services Center (Mike Luu)
4. Adopt a Resolution releasing the total of unclaimed checks for FY 2018-19 (Jane Corpus)
5. Approve Sole Source Purchase of AXON Body Worn Cameras, Tasers, Taser Cameras, Cloud-Based Storage and Accessories with AXON Enterprises, Inc. for the Milpitas Police Department (John Torres, Chris Schroeder)
6. Renew Master Contract for CEQA Consulting Services (Ned Thomas)

PUBLIC HEARING

7. 1st Reading/Intro Ordinance No. 38.833 for Accessory Dwelling Units (Ned Thomas)

COMMUNITY DEVELOPMENT

8. **HOUSING AUTHORITY:** Adopt Housing Authority Resolution for \$6.5 million funding commitment for 355 Sango Ct. affordable housing development (Sharon Goei)

COMMUNITY SERVICES

9. Review Development Fee Study (Steve McHarris)
10. Adopt a Resolution approving purchase of No-DES truck over \$500,000 (Tony Ndah)
11. Adopt a Resolution approving Purchase & Sale Agreement for 1700 Sango Ct. (Steve McHarris)

LEADERSHIP

12. Review Updated Master Fee Schedule (Jane Corpus)
13. Approve Revised Travel Policy (Jane Corpus and Finance consultant)
14. Approve Updated Commission By-Laws (Renee Lorentzen and City Attorney)

PREVIEW NEXT REGULAR AGENDA

15. Regular City Council meeting of May 7, 2019 (Mary Lavelle)