JOINT MEETING OF THE MILPITAS CITY COUNCIL & HOUSING AUTHORITY

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, SEPTEMBER 17, 2019
CITY COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD., MILPITAS, CA
5:30 PM (CLOSED SESSION)
7:00 PM (PUBLIC BUSINESS)

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(2) – City as Defendant

(b) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
County Sanitation District 2-3, West Valley Sanitation District, Burbank Sanitary District, Cupertino Sanitary District, and City of Milpitas v. City of San Jose, City of Santa Clara
Santa Clara County Superior Court Case No. 18CV325480

(c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Jain v. City of Milpitas, Santa Clara County Superior Court Case No. 18CV325365

(d) CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
City Negotiator: Human Resources Director Liz Brown
Employee Groups: Milpitas Employees Association
Under Negotiation: Wages, Hours, Benefits and Working Conditions

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

C1. Receive City Council calendars for the months of September and October 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council Meeting Minutes of August 30, 2019 and September 3, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: approve meeting minutes for the August 30, 2019 Special City Council meeting and the September 3, 2019 Regular City Council meeting.

C3. Approve Findings of Exception to the Requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site to be included in the previously adopted Resolution approving Site Development Permit, Conditional Use Permit, Vesting Tentative Map, and Environmental Assessment to develop a 40-unit residential condominium building, up to 49 feet in height (4 stories) on a 1.22 acre site at 2001 Tarob Court (Staff Contact: Ned Thomas, 408-586-3073)

Recommendation: Approve Findings of Exception to the requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site to be included in the previously adopted Resolution approving Site Development Permit (SD18-0014), Conditional Use Permit (UP19-0009), Vesting Tentative Map (MT18-0004), and Environmental Assessment (EA19-0002) to allow development of a 40-unit residential condominium building, up to 49 feet in height (4 stories), with parking for up to 74 vehicles, on a 1.22-acre site at 2001 Tarob Court.

C4. Adopt a Resolution to Approve Project Plans and Specifications, and Award a Construction Contract to CRW Industries, Inc. for the Alviso Adobe Renovation (Phase V - Interior Restoration), Project No. 5055 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation**:** Adopt a Resolution to approve project plans and specifications for the Alviso Adobe Renovation (Phase V – Interior Restoration), Project No. 5055, to award a construction contract to and authorize the Interim City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, CRW Industries, Inc., in the amount of $523,900, and to authorize the

Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed $160,000 for the project.

C5. Adopt a Resolution Approving Project Plans and Specifications, Awarding Construction Contract for Transit Area Specific Plan (TASP) On-Street Parking Program Project 2017, and Authorizing the Interim City Manager to Execute the Contract with Chrisp Company (Staff Contact: Steve Chan, 408-586-3324)

Recommendation: Adopt a resolution approving project Plans & Specifications, awarding a construction contract, and authorizing the Interim City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, Chrisp Company, in the amount of $116,130 for TASP On-Street Parking Program Project No. 2017, and authorizing the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed $17,420 for the project.

C6. Approve a Maintenance Service Agreement with Technology, Engineering & Construction, Inc. doing business as TEC Accutite for Aboveground and Underground Storage Tank Maintenance and Certification Services for a Total Amount Not to Exceed $245,250 (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation: Approve a five-year agreement with TEC Accutite for Aboveground and Underground Storage Tank Maintenance and Certification Services, for an amount of $49,050 in the first year and a total amount not to exceed $245,250 over the five-year period, subject to annual appropriation of funds.

C7. Approve and Authorize the Interim City Manager to Execute an Improvement Agreement for a Commercial Development at 521 Alder Drive (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation**:** Approve and authorize the Interim City Manager to execute the Improvement Agreement between the City of Milpitas and LD Milpitas Property, LLC, subject to any revisions deemed legally necessary by the City Attorney.

C8. Approve and authorize the City Manager to execute three Professional Service Agreements with West Yost Associates, Hydroscience Engineers, Inc. and Schaaf & Wheeler, Consulting Civil Engineers for Consultant Engineering Services for the Preparation of the City's Water, Sewer, and Stormwater Master Plans (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute three Professional Service Agreements with the following consultants for engineering services:

1) West Yost Associates for the preparation of the City's Water Master Plan in an amount not to exceed $600,000.
2) Hydroscience Engineers, Inc. for the preparation of the City's Sewer Master Plan in an amount not to exceed $642,000.
3) Schaaf & Wheeler, Consulting Civil Engineers for the preparation of the City's Stormwater Master Plan in an amount not to exceed $134,629.

C9. Consider Mayor's Recommendations for Removal of One Commissioner and Appointment of Milpitas Chamber of Commerce Representative to the City of Milpitas Economic Development and Trade Commission (Contact: Mayor Tran, 408-586-3029)

Recommendation**:** Receive Mayor Tran's recommendations, and move to remove Commissioner Dhaval Brahmbhatt from his current term as the Commissioner representing Technology on the Economic Development and Trade Commission; and, newly appoint Inderjit Mundra as voting

Commissioner representing the Chamber of Commerce to a term that expires in April 2021. Also, confirm Tina Broyles as Alternate from the Milpitas Chamber of Commerce, per Chamber Board action.

C10. Consider Request from American Cancer Society to Waive Park Rental and Special Event Permit Fees for the "Bark for Life" Walk Fundraiser at Murphy Park on October 5, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Consider a request of one application submitted according to the City Council's Fee Waiver & Donation Policy and move to waive $1,412.63 (and up to $1,500 maximum if additional City fees are incurred) of identified City Planning and Recreation and Community Services fees charged for costs related to the American Cancer Society's Bark for Life walkathon event at Murphy Park on October 5, 2019.

PUBLIC HEARINGS

11. Re-open the Public Hearing continued from September 3, 2019 and Adopt a Resolution for the Summary Vacation of an Existing Public Service and Utility Easement at 1646 Centre Pointe Drive (Staff Contact: Steve Erickson, 408-586-3001)

Recommendations:
1. Re-open the public hearing continued from September 3, 2019, hear comments and move to close.
2. Adopt a resolution for the summary vacation of an existing Public Service and Utility Easement at 1646 Centre Pointe Drive.

12. Re-open the Public Hearing continued from September 3, 2019 and Consider the Approval of the Draft FY 2018-2019 Community Development Block Grant (CDBG)'s Consolidated Annual Performance Evaluation Report (CAPER) (Staff Contact: Sharon Goei, 408-586-3260)

Recommendations:
1. Re-open the public hearing continued from September 3, 2019, hear testimony, then move to close the public hearing.
2. Approve the draft FY 2018-2019 Community Development Block Grant (CDBG)'s Consolidated Annual Performance Evaluation Report (CAPER).
3. Authorize the City Manager, or designee, to make any necessary changes and to submit the approved draft FY 2018-2019 CAPER to the Department of Housing and Urban Development (HUD) to comply with CDBG requirements.

13. Conduct a Public Hearing and Consider introducing Ordinance No. 302 relating to a Rent Review Program and Tenant Protections, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Project Sentinel (Staff Contact: Sharon Goei, 408-586-3260)

Recommendations**:**
1. Open the public hearing; hear testimony, then move to close the public hearing.
2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections.
3. Approve a Budget Amendment to appropriate funds from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program.
4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program.

COMMUNITY DEVELOPMENT

14. Adopt a Resolution Authorizing Creation of a Pilot Rent Relief Program, Approve Related Budget Amendment, and Prepare and Execute a Professional Services Agreement with Silicon Valley Independent Living Center (Staff Contact: Sharon Goei, 408-586-3260)

Recommendations:
1. Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program.
2. Approve a Budget Amendment to appropriate $100,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Silicon Valley Independent Living Center (SVILC) to implement the Pilot Rent Relief Program.
3. Authorize the City Manager to prepare and execute a one-year Professional Services Agreement with Silicon Valley Independent Living Center to manage the Milpitas Pilot Rent Relief Program.

15. HOUSING AUTHORITY: Consider Adoption of a Housing Authority Resolution Approving and Adopting Bylaws of the City of Milpitas Housing Authority, and Consider Election of Officers for the City of Milpitas Housing Authority (Contacts: Councilmembers Nuñez and Montano, 408-586-3000)

Recommendations:
1. Adopt a Housing Authority Resolution approving and adopting the Bylaws for the City of Milpitas Housing Authority.
2. Following adoption of the Bylaws, elect a Chairperson, Vice Chairperson and Secretary of the Housing Authority by a vote of the Housing Authority Board of Commissioners.

PUBLIC SAFETY

16. Receive Presentation of Unmanned Aircraft System (UAS) Technology and Provide the Milpitas Police Department Staff with Feedback on Policy and the Program (Staff Contact: Jared Hernandez, 408-586-2406)

Recommendation: Receive the presentation of Unmanned Aircraft System (UAS) Technology and provide the Milpitas Police Department staff feedback on program policy and program.

LEADERSHIP AND SUPPORT SERVICES

17. Designate Councilmembers as Delegate and Alternates to 2019 League of California Cities Annual Conference (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendations:
1) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one member to serve as the voting delegate at the League of California Cities Annual Conference.
2) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one or 2 members to serve as the alternate voting delegate(s).

18. Adopt a Resolution authorizing an exception to the 180-day wait period in accordance with the California Government Code Section 7522.56 and 21224; and, approve and authorize the City Manager to execute an employment agreement with Valerian Catunao as Part-Time Hazardous Materials Inspector (Staff Contact: Liz Brown, 408-586-3086)

Recommendation: Adopt a Resolution authorizing an exception to the 180-day wait period in accordance with the California Government Code Section 7522.56 and 21224; and, approve and

authorize the City Manager to execute an employment agreement with Valerian Catunao as Part-Time Hazardous Materials Inspector.

19. Approve Updated City of Milpitas Facility Use Manual (Staff Contacts: Renee Lorentzen, 408-586-3409 and Christopher Diaz, 408-586-3040)

Recommendation: Approve the updated City of Milpitas Facility Use Manual.

20. Provide Direction to Staff on draft Council Policies for Training and Events (Staff Contacts: Christopher Diaz, 408-586-3040 and Ashwini Kantak, 408-586-3053)

Recommendation: Provide direction to staff on draft Council policies for training and events.

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

21. Receive Agenda Item Request Form from Councilmembers Nuñez and Phan (Contact: Councilmember Nuñez, 408-586-3023)

Recommendation: Hear request from Councilmembers Nuñez and Phan submitted on Agenda Item Request Form to "Review and develop policy for the use of social media by the Mayor and City Councilmembers. Social Media to mean applications that enable users to create and share content or to participate in social networking with City information."

22. Receive Agenda Item Request Form from Councilmembers Nuñez and Phan (Contact: Councilmember Nuñez, 408-586-3023)

Recommendation: Hear request from Councilmembers Nunez and Phan submitted on Council Agenda Item Request Form to "Review and codify the policies for the development, identification and dissemination for Milpitas proclamations and recognitions."

23. Receive Agenda Item Request Form from Councilmember Nuñez and Phan (Contact: Councilmember Nuñez, 408-586-3023)

Recommendation: Hear request from Councilmembers Nuñez and Phan submitted on Council Agenda Item Request Form which states "Renaming of Dixon Landing Road to Barack Obama Blvd. will be the first Barack Obama Blvd. in Silicon Valley. This roadway leads into the Sunnyhills Community known as one of America's first integrated communities."

24. Receive Agenda Item Request Form from Councilmembers Nuñez and Phan (Contact: Councilmember Nuñez, 408-586-3023)

Recommendation: Hear request from Councilmembers Nuñez and Phan submitted on Council Agenda Item Request Form to "Request a study of a museum and park on Main St. in partnership with a community non-profit organization."

25. Receive Agenda Item Request Form from Councilmembers Nuñez and Phan (Contact: Councilmember Nuñez, 408-586-3023)

Recommendation: Hear request from Councilmembers Nuñez and Phan submitted on Council Agenda Item Request Form to "Request a study of building of a Community Theatre in the Civic Center Facility or a partnership with the Milpitas Unified School District on one of their properties. This would be included in the CIP."

NEXT AGENDA PREVIEW

26. **Receive Preview List for the Next Regular City Council Meeting Scheduled for October 1, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)**

ADJOURN JOINT MEETING

NEXT REGULAR CITY COUNCIL MEETING
Tuesday, October 1, 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. Council agendas + related materials can be viewed online @ www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 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.

August 2019

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Milpitas City Council Calendar
September 2019

October 2019

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	**2** **CITY OBSERVED HOLIDAY** **City Hall Closed** 	**3** **7:00 PM**-City Council	**4** **1:00 PM**-Santa Clara VTA - Northeast Group (San Jose) (RT) **7:00 PM**-Community Advisory Commission (BN)	**5** **5:30 PM**-Santa Clara VTA Board of Directors (RT) **5:30 PM**-Milpitas Chamber of Commerce Board (CM)	**6**	**7**
		2019 Study Mission Hosted by the Silicon Valley Organization Nashville, TN (City Manager, AP, & KD)				
8	**9** **8:30 AM**-Santa Clara VTA I-680 Joint Powers Authority (by phone – San Jose) (RT) **7:00 PM-**Parks, Recreation & Cultural Resources Commission (AP)	**10** **3:00 PM-**City Council Housing Subcommittee (BN/CM)	**11** **6:00 PM**-Planning Commission Special Meeting-Committee Conf Room **7:00 PM**-Planning Commission **7:00 PM**-Silicon Valley Clean Energy Board of Directors (Cupertino) (CM)	**12** **10:00 AM-**Stakeholder Engagement - Proposed Milpitas Reach Codes **4:00 PM**-Santa Clara VTA Policy Advisory Committee (KD) **4:00 PM**-Treatment Plant Advisory Committee (San Jose) (CM) **6:40 PM**-Cities Assoc of SCC-Cities Selection Committee (RT) **7:00 PM**-Cities Assoc of SCC (CM) **7:00 PM**-Youth Advisory Commission (AP)	**13** ~~***2:00 PM** Finance Subcommittee (RT/CM)~~ **4:00 PM**-City/MUSD Collaborative Subcommittee (RT/CM)	**14** **12:00 PM**-Milpitas Police Community Outreach Event
15	**16** **10:00 AM**-BAAQMD Stationary Source Committee – in Council Chambers **7:00 PM**-Science, Technology, & Innovation Commission (BN) **7:00 PM**-Library & Education Commission (CM)	**17** **5:30 PM**-Closed Session **7:00 PM**-City Council	**18** **9:30 AM**-CDBG Workshop #1 (Committee Conf Room) **6:00 PM**-Energy & Environmental Sustainability Commission (BN)	**19** **11:00 AM**-ED Strategy Stakeholders Mtg **1:30 PM**-ED Strategy Stakeholders Mtg **4:30 PM**-Economic Development & Trade Commission - Special (KD) **6:30 PM**-Bay Area Water Supply & Conservation Agency (San Mateo) (CM) **7:00 PM**-Public Safety & Emer-gency Prep. Commission (KD)	**20** **9:00 AM**-Santa Clara VTA Board of Directors workshop (RT) **2:00 PM-**VTA Safety, Security, Transit Plng & Ops Committee (RT) **12:00 PM**-City Council Rules Subcommittee (RT/KD)	**21**
22	**23** **7:00 PM**-Arts Commission (CM)	**24** **6:00 PM**-PG&E Public Safety Power Shutoff Community Meeting (Senior Center)	**25** **12:00 PM-**Santa Clara Valley Water Commission (CM) **4:30 PM-**Transportation Subcommittee (RT/CM) **7:00 PM**-Planning Commission	**26** **12:00 PM**-Terrace Gardens Board of Directors (BN)	**27**	**28** **10:00 AM-**Milpitas Oktoberfest @ Civic Center Plaza
29	**30**					

Finance Subcommittee will meet only as needed

Updated 9/11/2019

Milpitas City Council Calendar
October 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 **12:00PM**-Mayors' Roundtable – hosted by Biocom (RT) - tbd **?:00 PM**-Closed Session **7:00 PM**-City Council	**2** **1:00 PM**-Santa Clara VTA - Northeast Group (San Jose) (RT) **5:30 PM**-Veterans Commission (RT) **7:00 PM**-Community Advisory Commission (BN)	**3** **5:30 PM**-Milpitas Chamber of Commerce Board (CM) **5:30 PM**-Santa Clara VTA Board of Directors (RT)	**4** **9:00 AM**-Manufacturing Day **?:00-**City Council Rules Subcommittee (RT/KD)	**5**
6	**7** **7:00 PM**-Parks, Recreation & Cultural Resources Commission (AP)	**8** **5:30 PM** City Council Study Session	**9** **7:00 PM**-Silicon Valley Clean Energy Board of Directors (CM) **7:00 PM**-Planning Commission	**10** **11:30 AM**-Employees' Recognition Luncheon **4:00 PM**-Treatment Plant Advisory Committee (CM) **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)	**11** ***4:30 PM**-City Council Finance Subcommittee (RT/CM)* **6:00 PM-**Fall Family Night @ Civic Center Plaza	**12**
13	**14** **9:30 AM**- I-680 Sunol Express Lane JPA (RT) (Oakland) **4:30 PM**-Economic Development & Trade Commission (KD)	**15** **?:00 PM**-Closed Session **7:00 PM**-City Council	**16** **6:00 PM**-Energy and Environmental Sustainability Commission (BN)	**17** **11:30 AM**-South Bay Odor Stakeholders Group	**18** **2:00 PM-**VTA Safety, Security, Transit Plng & Ops Committee (RT)	**19**
20	**21** **7:00 PM**-Science, Technology & Innovation Commission (BN)	**22** **1:30 PM**-Senior Advisory Commission (AP)	**23** **12:30 PM**-Community Development Block Grant Workshop #2 **7:00 PM**-Planning Commission	**24** **1:30 PM-**Santa Clara County Library Joint Powers Authority Board (CM) **4:30 PM**-Milpitas Chamber of Commerce Board Meeting with Strategic Economic	**25** **?:00-**City Council Rules Subcommittee (RT/KD) **6:30 PM**-Filipino Heritage Flag Raising @ Cesar Chavez Plaza	**26** **10:00 AM-**Pumpkins in the Park @ Cardoza Park
27	**28**	**29**	**30**	**31**		

Finance Subcommittee will meet only as needed

Updated 9/12/2019

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

Minutes of:	**Special Meeting of Milpitas City Council**
Date:	**Friday, August 30, 2019**
Time:	**9:00 AM**
Location:	**Minnis Building, 2nd floor** **1313 N. Milpitas Blvd., Milpitas CA**

CALL TO ORDER Mayor Rich Tran called the special meeting to order at 9:08 AM.

PRESENT: Mayor Tran, Councilmembers Montano, Nuñez and Phan

ABSENT: Vice Mayor Dominguez was not present at roll call. She arrived at 9:30 AM

Staff present: Interim City Manager Steve McHarris and City Attorney Chris Diaz

From the consulting firm Management Partners, Rod Gould and Christine Butterfield were also in attendance.

PUBLIC FORUM Frank DeSmidt invited all present to upcoming Rotary Club functions.

RETREAT The City Council met together with the staff and consultant to discuss working relationships, meeting management and City Council goals.

ADJOURNMENT The Special Meeting was adjourned at 3:45 PM.

Meeting minutes respectfully submitted by
Mary Lavelle, City Clerk

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of:	**Regular Meeting of the Milpitas City Council**
Date:	**Tuesday, September 3, 2019**
Time:	**7:00 PM Open Session (no closed session)**
Location:	**Council Chambers, Milpitas City Hall, 455 East Calaveras Blvd., Milpitas**

CALL TO ORDER

Mayor Tran called the meeting to order at 7:00 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Councilmembers Montano and Nuñez

ABSENT: Vice Mayor Dominguez and Councilmember Phan

Interim City Manager Steve McHarris was absent, so Assistant City Manager Ashwini Kantak sat at the dais for the manager.

PLEDGE

Boy Scouts Troop No. 92 led the pledge of allegiance.

INVOCATION

Councilmember Montano provided remarks from the dais.

PRESENTATIONS

Mayor Tran proclaimed September 2 – 6, 2019 as *National Payroll Week*, accepted by Brandi Trevino; and also proclaimed September as *Pain Awareness Month*, accepted by Michele Rice of the US Pain Foundation.

Councilmember Nuñez commended the Milpitas Suicide Prevention Task Force, and presented a certificate to Pastor Robert Mize and Recreation Services Supervisor John Macon

PUBLIC FORUM

Rob Means, 1421 Yellowstone, discussed the climate change emergency in the country.

Allysson McDonald, resident, said she and other residents were disappointed with vote of the City Council at the last meeting when it allowed an exception to affordable housing requirements for 15% of new units in a residential development project to be built for low income residents.

Voltaire Montemayor, resident, spoke to the Council with positive comments.

Frank DeSmidt invited all to upcoming Milpitas Rotary Club and Chamber of Commerce events.

Veronica Salce, resident, addressed Council with the goal of having an emergency housing ordinance and for renter protections in Milpitas, due to high rents in this City. There was too much development occurring, making it hard for existing families to survive.

ANNOUNCEMENTS

City Clerk Mary Lavelle announced election results from one parcel owner/voter – a "yes" vote consenting to allowing the property to be annexed into Community Facilities District No. 2008 – 1 (related to agenda item no. C7).

Councilmember Nuñez reported that the City Council's retreat meeting the prior Friday went very well, and he felt it brought the City Councilmembers together. He also spoke with compliments for Police Chief Armando Corpuz.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTION

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts were reported.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

CONSENT CALENDAR

Motion: to approve the consent calendar including agenda items no. C1 – C16

City Attorney Diaz noted that there was a slightly revised Ordinance No. 38.836 for item no. C4, and a copy was distributed at the dais. The Ordinance had one typo corrected.

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by a vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

C1. Council calendars	Received City Council calendar for September 2019.
C2. Meeting Minutes	Approved City Council meeting minutes of August 9, 13 and 20, 2019.
C3. Adopt Ordinance	Waived the second reading and adopted Ordinance No. 43.212 amending Milpitas Municipal Code, Title V, Chapter 100, Section 15.06 "Parking Time Limited on Certain Enumerated Streets."
C4. Adopt Ordinance	Waived the second reading and adopted Ordinance No. 38.836 amending Sections of Chapter 10 of Title XI of the Milpitas Municipal Code relating to temporary public safety facilities and making findings of CEQA Exemption.
C5. Resolution – Flags	Adopted Resolution No. 8902 directing staff to fly city event celebration and/or commemorative flags at various events from October 2019 through June 2020.
C6. Resolution – Green Plan	Adopted Resolution No. 8903 approving the Green Stormwater Infrastructure Plan as required by the Municipal Regional Stormwater Permit.
C7. Resolution, Final Map and SIA – 1992 Tarob Ct.	1. Following receipt of election results from the City Clerk (one yes vote), adopted Resolution No. 8904 certifying election results and adding Tract No. 10455 to Community Facilities District 2008-1 (Annexation No. 17). 2. Approved Final Tract Map No. 10455, including approval of street names and accept all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements. 3. Approved and authorized the Interim City Manager to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast LLC.
C8. Budget Adjustments	Approved the Fiscal Year 2018-19 year-end budget appropriations in the General Fund and Community Development Block Grant Fund.
C9. Sandalwood Park	Approved the conceptual plan for Sandalwood Park Renovation, Project No. 5110.
C10. Clothing Purchase	Awarded the bid and authorized the City Manager to execute the agreement with 2Meart.com for Citywide clothing, jackets and caps for the five-year contract amount not to exceed $205,250, subject to annual appropriations.
C11. OTS Grant	Adopted Resolution No. 8905 authorizing the Chief of Police to execute the Grant Agreement with the Office of Traffic Safety to accept the FY 2020 Office of Traffic Safety Selective Traffic

Enforcement Program Grant in the amount of $83,000 and approved a budget appropriation in the amount of $83,000 to the Police Department overtime budget.

C12. Youth Advisory Commission — Appointed four Members - Saili Karkare, Yugam Satija, Fengyi Huang and Meghana Ambalathingal - as voting Commissioners, and re-appointed Commissioners Ravit Sharma, Aruna Doreswamy and Saniya Shrotriya to the Milpitas Youth Advisory Commission to new terms that will expire in September of 2022.

C13. SVCE Board — Appointed Councilmember Montano as a Regular Director and appointed Deputy Public Works Director Elaine Marshall as Staff Alternate to the Silicon Valley Clean Energy Board of Directors.

C14. Approve Travel — Authorized and approved travel to Long Beach, CA for four City Councilmembers along with Interim City Manager to attend the Annual Conference of the League of California Cities held October 16-18, 2019, for a combined total expense amount not to exceed budgeted Conferences/ Meeting allocation for City Council and for City Manager's office.

C15. Two Donations — Received applications from two Milpitas non-profit organizations requesting $500 donations each and approved both: (1) to Korean Language and Culture Foundation for its Hangeul Day event on September 19, 2019 at Milpitas Library, and (2) to Milpitas Community Educational Endowment for its Mid-Autumn Festival at SJCC Milpitas Extension on September 28, 2019.

C16. Letter to SCC Civil Grand Jury on VTA — Authorized Mayor's response letter to the 2018-2019 Santa Clara County Civil Grand Jury Final Report "Inquiry into the Governance of the Valley Transportation Authority."

PUBLIC HEARINGS

17. Public Health Goals for Water Quality — Deputy Public Works Director Elaine Marshall addressed the Council and presented the City's Public Health Goals for water quality. She described how water quality was monitored, and how the program was meeting all requirements.

Mayor Tran opened the public hearing.

Rob Means, resident, commented on 89 different potential contaminants, and said he was pleased that all but one was not detected in Milpitas at all.

Voltaire Montemayor, resident, thanked the staff for high water quality, and concern for coliform in any drinking water or in reservoir.

Councilmember Montano asked who tested the water, and Ms. Marshall explained that Public Works staff did the task of collecting samples and then a lab conducted the tests.

Allysson McDonald, resident, did want to know if the wells were tested, as inquired about by Councilmember Montano.

(1) Motion: to close the public hearing, following three speakers

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

(2) Motion: to accept and approve the City of Milpitas 2019 Public Health Goals Report on Water Quality in accordance with provisions of the California Health and Safety Code

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

18. Consolidated Annual Performance Report on Community Development Block Grant funds FY2018-19

Housing & Building Director Sharon Goei and Housing Authority Administrator Robert Musallam brought to the Council the draft Consolidated Annual Performance Evaluation Report which reviewed the Community Development Block Grant Fiscal Year 2018-19 funding cycle of federal grants to local non-profit organizations. The report discussed how goals were met by agencies funded, via the adopted Action Plan. The annual CAPER is required by the federal Department of Housing and Urban Development (HUD) and was due by September 30. Staff described fourteen non-profit organizations that benefitted in the last fiscal year.

Next, Mayor Tran opened the public hearing.

Wanda Hale, Catholic Charities Long Term Care Ombudsman program, thanked the City Council for its support.

Esther Dieckmann, Executive Director of Next Door Solutions to Domestic Violence, noted her organization was celebrating 48 years in service in the county. Next Door served survivors of domestic violence, and thanked the City staff for assisting the agency in exceeding goals in the community. She explained that 24 hour service was available, including an all-night hotline.

Councilmember Montano remarked on police reports regarding domestic violence in the City. She asked if Milpitas Police officers gave out cards to survivor to refer them to the agency and available in the language needed. The Police Chief responded affirmatively.

Michele Schroeder, representing Senior Adults Legal Assistant (SALA) thanked the City Council for support for her non-profit group that helped seniors with free legal assistance provided at the Barbara Lee Senior Center, next door to City Hall.

Teresa Johnson, Director of Meals on Wheels at The Health Trust, thanked City Council for its support to her agency. She quoted the number of meals served in Milpitas to seniors.

Allysson McDonald, resident, had questions and asked to delay approving the report until the full Council was present. She quoted numbers of homeless persons and the number served, and similar with goals for affordable housing needed in the City. More outreach was needed to let tenants know about services of Project Sentinel.

Ms. Rose, Child Advocates of Silicon Valley, thanked City Council for its support for her program that worked to help with services for foster children in Milpitas.

Councilmember Montano thanked her for helping foster kids in particular. She inquired about refugee children and any services provided to them, as well. The Child Advocates representative said her agency helped all those who were in the foster care system, as referred.

Deanne Everton, Rebuilding Together of Silicon Valley, helped low income homeowners especially seniors stay in their homes. RTSV assisted residents with aging in place, performing basic repairs and safety modifications to homes.

Voltaire Montemayor, resident, spoke of goals, needs, housing, support services, and helping everybody. The City was very generous.

Councilmember Nuñez inquired about several numbers reported (on powerpoint slides). Staff Mr. Musallam replied concerning one organization that had met only 43% of its goal.

Mr. Nuñez asked if there was a plan to come back to City Council with a proposal from the Council Housing Subcommittee regarding rent assistance and tenant needs, and staff reported it was working on that proposal. Mr. Nuñez asked if the CAPER approval could be put off until September 17, so the other member of the Council CDBG Subcommittee could comment. He

wanted to defer to the Chair of that Subcommittee, and to allow for receipt of any comments she (Vice Mayor Dominguez) had on the CAPER before it was approved.

Mayor Tran offered that the City Council could keep the public hearing open and continue it to the next meeting. Thus, no vote was taken at this meeting on the staff recommended actions.

Motion: to continue the public hearing on the CAPER to the September 17 City Council meeting date, following comments from eight speakers, and allowing for input from Vice Mayor Dominguez, Chair of the City Council CDBG Subcommittee

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

19. PSUE Vacation

Principal Engineer Kan Xu explained the request presented to the City Council for action on the need to vacate a public service utility easement at 1646 Centre Pointe Drive for the Summerhill mixed use development project. This was for land where several utilities had already been moved, based on adopted plans for the development project in the Transit Area near BART.

Next, Mayor Tran opened the public hearing.

Marshall Torre of Summerhill Development Communities came to the podium and respectfully requested the Council to vote to approve the vacation of the easement for its project.

Voltaire Montemayor, resident, said this action sounds good and he was in favor.

Mayor Tran asked to review the map displayed by staff. He sought more explanation of what would occur once the city released the easement to the developer. Staff reviewed the plans.

City Attorney Chris Diaz explained the legal rationale for this action, and why the staff requested to relinquish the easement since utilities had been moved already for the development project that was underway. He responded to Mr. Nuñez further, who thought this action should have come to Council first, not after the fact. Staff described the vacation action was part of the approved Conditions of Approval for the project.

Mr. Nuñez commented that if there was a way to achieve a higher walkability score at this site, with more walking paths on site, then staff should look at that. He supported Mayor's comments.

Councilmember Montano said with previous City Councils, this type of action was the norm. She trusted staff with this process and on siting of the utilities. She supported the staff recommendation and would like to take action as requested.

Mr. Torre of Summerhill provided some background on this project and the steps taken in 2015 when the project was approved. He also described additional history about two properties the developer had purchased.

Mayor Tran said he would abstain when the vote was taken. The City Attorney noted a majority would be needed (three votes) to adopt the resolution.

(1) Motion: to close the public hearing

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

Since it appeared that a majority vote at this meeting was not likely on the staff recommended resolution, the City Attorney advised the Council to re-open this public hearing and continue it to the next City Council meeting date when all five Councilmembers would be present. This would defer the vote on the resolution.

(2) Motion: to re-open the public hearing, move to continue the hearing to September 17, and reschedule the vote on the resolution for the summary vacation of the easement at 1646 Centre Pointe Drive following the hearing

Motion/Second: Councilmember Nuñez/Councilmember Montano

Motion carried by vote of: AYES: 3
NOES: 0
ABSENT: 2 (Dominguez, Phan)

REPORTS

Mayor Tran recently attended MUSD School/City communication meeting along with two School Board members, and found it was a great meeting with happy residents. This group would meet monthly to be on a more regular basis. He attended the Veterans Commission car show last month, also.

Councilmember Nuñez said that Milpitas had the best Police Chief in the County. Chief Corpuz had done great work recently with activity at the Great Mall, including alongside the City's Public Information Officer Jennifer Yamaguma.

NEXT AGENDA

21. Preview next agenda

Received the list of anticipated agenda items for September 17, 2019 City Council meeting.

ADJOURNMENT

Mayor Tran adjourned the meeting at 9:10 PM.

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

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Findings of Exception to the requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site to be included in the previously adopted Resolution approving a Site Development Permit, Conditional Use Permit, Vesting Tentative Map, and Environmental Assessment to develop a 40-unit residential condominium building, up to 49 feet in height (four stories), with parking for up to 74 vehicles, on a 1.22 acre site located at 2001 Tarob Court**
Category:	Consent Calendar-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Ned Thomas, Planning Director, 408-586-3073
Recommendation:	Approve Findings of Exception to the requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site to be included in the previously adopted Resolution approving Site Development Permit (SD18-0014), Conditional Use Permit (UP19-0009), Vesting Tentative Map (MT18-0004), and Environmental Assessment (EA19-0002) to allow development of a 40-unit residential condominium building, up to 49 feet in height (four stories), with parking for up to 74 vehicles, on a 1.22-acre site at 2001 Tarob Court

Background:
On August 20, 2019, the City Council held a public hearing on the proposed development. The City Council voted 4-0 (Mayor Tran absent) to adopt the resolution to tentatively approve the proposed project subject to Council review and approval of the required findings, provided in writing by the City Attorney, for an exception to the requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site. The City Council directed the City Attorney and staff to prepare findings to support the fee-in-lieu exception to the Affordable Housing Ordinance and to place the final resolution on the consent agenda for Council review at their next meeting to approve the findings of exception.

Timeline of Project Application:

The following timeline clarifies the timing of the application for this project in relation to adoption of the City's Affordable Housing Ordinance on June 12, 2018 and the in-lieu fee in March 5, 2019. The applicant submitted project plans on November 2, 2018. At that time, the applicant acknowledged an awareness of the City's affordable housing requirements and stated an intent to provide six affordable units on the project site. The applicant later requested an exemption after the City adopted an in-lieu fee of $33/sf for residential projects.

DATE	ACTION
October 3, 2017	Council amends General Plan and TASP to allow residential development on four former industrial parcels (551 Lundy Place, 1992 and 2001 Tarob Court, and 675 Trade Zone).
October 17, 2017	Council rezones four former industrial parcels (8.7 acres) from Industrial Park to Multi-family High Density with Transit-Oriented Development Overlay (R3-TOD)

June 12, 2018	Council adopts Affordable Housing Ordinance. Effective date is July 20, 2018.
November 2, 2018	True Life Cos. submits application for 40-unit condo project at 2001 Tarob Court.
March 5, 2019	Council adopts Affordable Housing In-lieu fee of $33/sf for residential project.
May 8, 2019	True Life Cos. submits letter requesting an exception to the Affordable Housing Ordinance to pay the in-lieu fee rather than build six affordable units on the project site.
July 31, 2019	Planning Commission recommends approval of the proposed project.
August 20, 2019	Staff presented draft Resolution to approve project with on-site affordable units and deny applicant's request for an exception to the Affordable Housing Ordinance. Council adopts the resolution tentatively approving the project contingent on staff preparing legal findings and Council review and approval of the required findings for approval of a fee-in-lieu exception to the Affordable Housing Ordinance.
Sept. 17, 2019	Staff will return to Council with draft findings to support the fee-in-lieu exception to the Affordable Housing Ordinance in order to allow the Council to approve the findings.

Analysis:

The proposed project is consistent with the development standards and goals of the Transit Area Specific Plan and the Multifamily High Density (R3) Zoning District with Transit-Oriented Development (TOD) Overlay. The project includes a mix of two and three bedroom units and is within the allowable density range for the R3-TOD designation (21-40 units per acre). The project also complies with the setbacks, maximum height limitations, and parking requirements. All of the current findings for approval of the Site Development Permit, Conditional Use Permit, and Vesting Tentative Map can be made for the proposed project.

Affordable Housing Ordinance Requirements – Section XII-3.00 of the Milpitas Municipal Code (MMC) requires all new residential development projects of ten units or more designed and intended for permanent occupancy to designate 15% of the total number of dwelling units within the development as affordable units. The cover letter that accompanied the applicant's original submittal of plans on November 2, 2018 states the developer's intent to build six (6) affordable units on the project site rather than pay the in-lieu fees (See Attachment E). The application form that accompanied the applicant's original submittal of plans also indicates the developers' intent to provide six new affordable units on the project site (See Attachment F, Section 5).

MMC Section XII-1-4.00 provides an exception to the 15 percent affordable requirement subject to approval by the City Council. In a written response to the second round of staff review comments dated May 8, 2019, the applicant states a desire to pay the new in-lieu fee rather than reserve six affordable units on the project site. The applicant also acknowledges an awareness of recent Council action in establishing the in-lieu fee of $33/sf for residential projects (See attachment G). All exceptions to the requirements of the Affordable Housing Ordinance must be approved by the City Council based on specific findings related to community benefits and project location. With an average unit size of 1,420 square feet, the minimum affordable housing in-lieu fee for this project will be approximately $1.875 million. The final fee amount will be determined once the City has reviewed the building permit application for the final square footage. The applicant has also offered to pay additional funds into the Affordable Housing Fund, the Public Art Fund, and other community benefit projects.

Prior to City Council approval to the requested exception, affirmative findings to the following must be mad

1. *The exception requested exceeds the minimum affordable requirements; and*

   Based on the current in-lieu housing fee of $33 per square foot for residential projects, the applicant shall pay approximately $1.875 million to the City's affordable housing fund to meet the minimum affordable requirements for the proposed project. In addition, the applicant shall pay an additional $200,000 to the affordable housing fund to meet the required finding for approval of the exception. Pursuant to Resolution no. 8852, the affordable housing fee is based on the building permit application date. The residential affordable housing fee is $33 per square foot until June 30, 2020, and the fee will be adjusted by the Rate Index for the next fiscal year after June 30, 2020.

2. *The community benefits exceed the project benefits.*

   Pursuant to MMC Section XI-10-14, private residential development of 20 or more dwelling units shall devote an amount not less than one-half of one percent of Building Development Costs for acquisition and installation of Publicly Accessible Art on the project site or contribute the value into the Public Art Fund for acquisition and placement of Public Art throughout the City. The applicant has agreed to double the required contribution to the City's Public Art fund to provide a community benefit. The applicant shall pay no less than one percent of building development costs, with the actual fee amount determined at the time of building permit issuance.

   As an additional community benefit, the applicant shall also pay $100,000 toward the cost of aesthetic enhancements to the planned vehicle/pedestrian bridge that will extend South Milpitas Boulevard over Penetencia Creek and into the Tarob Court neighborhood. With the payment of additional funds to the design of the South Milpitas Boulevard bridge, the community benefits will exceed the project benefits.

Based on the record as a whole, staff recommends that the fee exception request by the applicant meets the findings pursuant to MMC Section XII-1-4.00. Staff recommends that the City Council approve the exception to the requirements of the Affordable Housing Ordinance and allow the payment of fees in lieu of reserving six affordable units on the project site.

Policy Alternatives:
Alternative 1: Not approve the findings granting an exception to the requirements of the Affordable Housing Ordinance.

Pros: The City will add six Below Market Rate (BMR) units to its housing stock, benefiting the community and Milpitas residents. This is the first project requesting a fee exception under the new Affordable Housing Ordinance, and a decision to grant the exception could set a precedent for other projects to fee-out.

Cons: The applicant may abandon the project and the project site may remain an industrial office. The City would lose the opportunity to further implement the TASP in this area. The City would also lose the additional monetary contributions towards the Public Art fund, Affordable Housing Fund, and the aesthetic enhancement of the South Milpitas Boulevard culvert bridge.

Reasons not recommended: With commitments to pay addition funds to the Affordable Housing fund, Public Art fund, and other community benefits, the applicant has demonstrated that the Project qualifies for an exception to the requirements of the Affordable Housing Ordinance. Staff is able make the findings to support of the affordable housing exception request.

Fiscal Impact:
The project will pay an additional $200,000 to the Affordable Housing Fund, increasing the contribution from approximately $1.875 million to $2.075 million. The final fee amount will be determined once the City has reviewed the building permit application for the final square footage. In addition, the application will pay double the required contribution to the Public Art Fund from 0.5% to 1% of building valuation and contribute $100,000 toward the cost of aesthetic enhancements to the planned South Milpitas Boulevard culvert bridge.

California Environmental Quality Act:
The Planning Division conducted an initial environmental assessment (P-EA19-0002) of the project in accordance with the California Environmental Quality Act (CEQA). The assessment concluded that none of the circumstances necessitating preparation of a subsequent or supplemental EIR are associated with the Project. The assessment also concluded that an Addendum to the TASP EIR is the appropriate document to address these modifications rather than a subsequent EIR. The Addendum fully addressed all potential impacts associated with this project, and no material changes have been made to the project that would alter the conclusions of the Addendum.

As separate and independent bases, the project is exempt from further CEQA review pursuant to CEQA Guidelines Sections 15182 (Project Consistent with a Specific Plan), 15183 (Project Consistent with the General Plan), and 15168 (Projects Consistent with a Program EIR).

Recommendation:

Approve Findings of Exception to the requirements of the Affordable Housing Ordinance to allow payment of fees in lieu of reserving six affordable units on the project site to be included in the previously adopted Resolution approving Site Development Permit (SD18-0014), Conditional Use Permit (UP19-0009), Vesting Tentative Map (MT18-0004), and Environmental Assessment (EA19-0002) to allow development of a 40-unit residential condominium building, up to 49 feet in height (four stories), with parking for up to 74 vehicles, on a 1.22-acre site located at 2001 Tarob Court

Attachments:

Attachment A:

- Previously Adopted Resolution Approving Site Development Permit, Conditional Use Permit, Vesting Tentative Map, and Environmental Assessment, now including required findings of exception.
- Exhibit A (CEQA Addendum) to Resolution for Council Approval

Attachment B: Planning Commission Staff Report (dated July 31, 2019)

Attachment C: Signed Planning Commission Resolution no. 19-022

Attachment D: Project Plans

Attachment E: Applicant's Cover letter Submitted with Application dated November 2, 2018

Attachment F: Original Application Form dated Sept. 26, 2018

Attachment G: Applicant's Letter requesting Affordable Housing Exception dated May 8, 2019

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD18-0014, CONDITIONAL USE PERMIT NO. UP19-0009, VESTING TENTATIVE MAP NO. MT18-0004, AND ENVIRONMENTAL ASSESSMENT NO. EA19-0002 TO ALLOW A 40-UNIT RESIDENTIAL CONDOMINIUM BUILDING, UP TO 49 FEET IN HEIGHT (FOUR STORIES), WITH PARKING FOR UP TO 74 VEHICLES, ON A 1.22 ACRE SITE LOCATED IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R3) ZONING DISTRICT AT 2001 TAROB COURT, AND MAKING FINDINGS PURSUANT TO SECTION XII-1.00, *et seq.* OF THE MILPITAS MUNICIPAL CODE AND CEQA FINDINGS PURSUANT TO CEQA GUIDELINES SECTIONS 15162, 15163, 15164, 15168, 15182, AND 15183

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, "CEQA"), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on June 3, 2008, the City Council of the City of Milpitas certified an Environmental Impact Report ("EIR") prepared to analyze the environmental impacts associated with the proposed Transit Area Specific Plan (the "TASP EIR," State Clearinghouse No. 2006032091), and subsequently adopted the Transit Area Specific Plan (the "TASP"); and

WHEREAS, the TASP EIR reviewed the potential environmental impacts associated with the implementation of the TASP, which envisioned 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; and

WHEREAS, 2001 Tarob Court is located within the TASP planning area; specifically, within the Trade Zone/Montague subdistrict of the TASP; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified has been adopted, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code § 21166 and State CEQA Guidelines § 15162 require additional environmental review; and

WHEREAS, on November 2, 2018, The True Life Companies (the "Applicant") submitted an application to the City of Milpitas for the approvals necessary to develop a 40-unit condominium residential project at 2001 Tarob Court. The project (the "Project") thus consists of and requires:

a. Site Development Permit (SD18-0014) to allow the development of four-story building with up to forty residential units on a 1.22 acre site; and

b. Conditional Use Permit (UP19-0009) to allow the condominium use; and

c. Vesting Tentative Map (MT18-0004) to establish forty residential condominium spaces and related common areas and to record site easements; and

d. Environmental Assessment (EA19-0002) to review and assess all requested entitlements for consistency with the 2008 Transit Area Specific Plan EIR.

WHEREAS, the Planning Division completed an environmental assessment No. EA19-0002 for the Project in accordance with CEQA, and the Planning Commission recommended that the City Council determine this Project is covered under the program of activities identified in the Transit Area Specific Plan EIR, SCH#2006032091, certified by the City Council on June 3, 2008, based on the CEQA finding included in this

resolution (the "Addendum," a true and correct copy of which is attached hereto and incorporated herein as **Exhibit 2 to Exhibit A**); and

WHEREAS, per 14 C.C.R (CEQA Guidelines) Section 15164(b), the Addendum demonstrates and concludes that none of circumstances necessitating preparation of a supplemental or subsequent EIR, as specified in CEQA Guidelines Sections 15162 or 15163 are present in that there are (a) no substantial changes are proposed in the Project which will require major revisions of the TASP EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions in the TASP EIR due to new or substantially more severe significant effects; and (c) no new information of substantial importance, as defined in CEQA Guidelines Section 15162, which was not known and could not have been known at the time the TASP EIR was certified has become available; and

WHEREAS, the City Council hereby adopts the Addendum makes and accepts as its own the findings set forth in **Exhibit A** attached hereto; and

WHEREAS, as separate and independent bases, the City Council hereby finds and determines that the Project is exempt from further CEQA review pursuant to (1) CEQA Guidelines Section 15183 (projects consistent with a Community Plan, General Plan or Zoning; (2) CEQA Guidelines Section 15182 (residential projects consistent with a specific plan); and (3) CEQA Guidelines Section 15168 (projects within the scope of a program EIR); and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for density bonus pursuant to Milpitas Municipal Code Section XI-10-54.15, the City Council is the highest review authority for the Project, and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on July 31, 2019, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered the Addendum EA19-0002, as well as the requested Site Development Permit SD18-0014, Conditional Use Permit UP19-0009, and Vesting Tentative Map MT18-0002 for 2001 Tarob Court, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, by adoption of Resolution No. 19-022, the Planning Commission recommended the City Council approve Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, Vesting Tentative Map No. MT18-0002, and Environmental Assessment No. EA19-0002 for 2001 Tarob Court; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on August 20, 2019, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Environmental Assessment No. EA19-0002, as well as the requested Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, and Vesting Tentative Map No. MT18-0002 for 2001 Tarob Court, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals

The City Council has considered the full record before it, which 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 incorporated herein by reference.

SECTION 2. California Environmental Quality Act Findings

The proposed Project is covered under the scope of activities approved under the TASP 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 TASP area. The proposed 40 residential units fall within this scope of development activity contemplated in the TASP EIR. LSA Associates completed an environmental assessment of the proposed Project to confirm the proposed Project is within the scope of the TASP EIR. The analysis found that the Project is consistent with the TASP EIR and confirmed that the Project is within the scope of development density considered under the TASP 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 are included as Conditions of Approval. Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15168(c)(2), the Project is except from further review under CEQA.

SECTION 3. Vesting Tentative 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 Vesting Tentative Map No. MT18-0004:

A. The tentative subdivision map is consistent with the General Plan.

The Project site has a General Plan land use designation of High Density, Transit Oriented Residential (HD-TOR). The intent of this designation is to provide high-density housing at a density range of 21-40 dwelling units/acre. As this Project proposes 32.8 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the relevant density requirement.

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

1. *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 Project is consistent with this policy as it includes attractive four-story residential buildings in close proximity to the future Milpitas BART Station. The Project also includes significant streetscape improvements enabling and encouraging pedestrian and bicycle movement throughout the Trade Zone/Montague Subdistrict, with connections to the BART and Light Rail transportation hubs.

2. *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 Project is consistent with this policy as it has been designed per the adopted design requirements contained in the Transit Area Plan. As demonstrated in Section B(2) below, the project meets the applicable requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

B. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

1. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

   As set forth in Section 3(A) above, the map proposes the development of the site into 40 residential condominium units at a density of 32.8 dwelling units/acre. The General Plan and Transit Area Specific Plan land use designation applicable to the site (High Density, Transit Oriented Residential – (HD-TOR) permits residential development at densities of 21 to 40 dwelling units/acre. The map is thus consistent with the General Plan and Transit Area Specific Plan.

2. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

   The design and improvement of the subdivision is consistent with the density range of 21-40 dwelling units per acre as permitted by the General Plan and Transit Area Specific Plan. The proposed density is 32.8 dwelling units per acre. The proposed project is also consistent with the Transit Area Specific Plan development standards, including height (maximum of 49' proposed, where 75' is maximum allowed), number of vehicular parking spaces (74 vehicular spaces proposed, where a minimum of 74 is allowed), bicycle parking (14 spaces proposed, where 14 are required), building orientation (proposed buildings will face streets, where requirement provides building must face streets).

3. *That the site is not physically suitable for the type of development.*

   The site is surrounded by property designated for high density, transit-oriented residential development under the City's General Plan and zoned for this type of development under the Transit Area Specific Plan. In addition, the developer has determined this site to be suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

4. *That the site is not physically suitable for the proposed density of development.*

   The City Council, through adoption of Resolution No. 8702, has determined that the site is physically suitable for development at the proposed density of 32.8 dwelling units per acre, insomuch as it has amended the applicable general plan land use designation to High Density, Transit Oriented Residential (HD-TOR), which allows densities of 21-40 dwelling units per acre. The site is also flat and has direct access to adjacent streets (Tarob Court and Lundy Place) to accommodate the proposed density of the development.

5. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

   The Project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A of Attachment A). The memo

did not find that the project would be likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Project is also located in an urbanized area and previously developed as an industrial building, and therefore, will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

   The Project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A). The memo did not find that the design of the subdivision or type of improvements is likely to cause serious public health problems.

7. *That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

   Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The subdivision does not involve the vacation of easements, however, the existing right-of-way will be abandoned and portions of the area will be retained for a Public Services Utility Easement (PSUE).

SECTION 4. Site Development Permit Findings (Section XI-10-57.03(F)(1))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD18-0014:

A. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

   The Project's site design is consistent with the TASP development standards for the Trade Zone/Montague Subdistrict. The Project consists of 40 condominium units and associated site amenities on a 1.22-acre site. The building's contemporary architectural design features varied materials and complements previously-approved and adjacent projects within the subdistrict. The Project has a strong sense of identity, achieving compatibility and aesthetic harmony with surrounding developments.

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

   The Project site is zoned R3 (Multiple-Family, High Density Residential with a Transit Oriented Development (-TOD) Overlay). Residential uses are permitted in the zoning district. The proposed residential uses are permitted in the zoning district. As demonstrated in the Table 1, the Project conforms to the zoning district and meets the intent for this type of project envisioned in this area.

Table 1:
Summary of TASP R3-TOD Development Standards

Standard (R3-TOD)	Requirement	Proposed	Compliance (Y/N)
Height	Up to 75 feet	49 feet	Y
Setbacks	Front Yard: 8 foot-15 foot maximum; Side and Rear Yards: 15 foot minimum,	10 foot front yard setback; 8 foot to overhead projection; 40 foot side and 21 foot rear yard setback	Y
Projections	Up to 6 feet	2 feet	Y
Building Orientation	Buildings must face street	Buildings face street	Y
Density	21-40 du/ac	32.8 du/ac	Y
Parking (Resident)	2-3 bedroom – 1.6 – 2 covered per unit Between 64 (min) - 80 (max) spaces	64 spaces	Y
Parking (Guest)	15 percent of required = 10 spaces	10 spaces	Y
Parking (Bicycle)	1 space per 4 housing units, exempting units with private garages = 10 spaces; on-street guest racks equivalent to 5 percent of parking requirement = 4 spaces	10 secure, long term spaces 4 exterior guest spaces	Y
Usable Open Space	Minimum 25 percent of the total site shall be usable open space or recreational facilities = 0.31 acres required;	0.44 acres	Y
Private Open Space	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	Private recreational area = 0.28 acres 60 SF balconies provided per unit. 60 x 40 = 2,400 SF or 0.06 acres. 0.06/0.18 = 30% of the required contiguous open space Total private open space = 0.31 acres = 337.6 SF/unit	Y

	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. 200 x 40 = 8,000 SF or 0.18 acres		

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

The Project site has a General Plan land use designation of High Density, Transit Oriented Residential (HD-TOR). The intent of this designation is to provide high-density housing at a density range of 21-40 dwelling units/acre. As this Project proposes 32.8 dwelling units/acre, it is consistent with both the intended land use of the general plan and the relevant density requirement.

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

a. 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 Project is consistent with this policy as it includes attractive four-story residential buildings in close proximity to the future Milpitas BART Station. The Project also includes significant streetscape improvements enabling and encouraging pedestrian and bicycle movement throughout the Trade Zone/Montague Subdistrict, with connections to the BART and Light Rail transportation hubs.

b. 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 Project is consistent with this policy as it has been designed per the adopted design requirements contained in the Transit Area Plan. As demonstrated in subsection D, the Project meets the applicable requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

D. The Project is consistent with the Specific Plan.

The Project proposes the development of the site in to one four-story building consisting of 40 residential condominium units at a density of 32.8 dwelling units/acre. The Transit Area Specific Plan land use designation applicable to the site (High Density, Transit-Oriented Residential (HD-TOR)) permits

residential development at densities of 21 to 40 dwelling units/acre. The Project is thus consistent with the Transit Area Specific Plan use and density requirements. As demonstrated in Table 1, the project also complies with TASP development standards. Landscaping along the streets and greenspace with the development is provided as envisioned by the TASP.

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. UP19-0009:

A. 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 will not be detrimental or injurious to property or improvements in the vicinity, nor to the health, safety or general welfare. The project is consistent with other high density residential projects within the TASP. The condominium project creates housing opportunities and increases the diversity of housing types in the TASP area.

B. The Project is consistent with the Milpitas Zoning Ordinance.

The Project is consistent with the Zoning Ordinance, as the condominium use is conditionally permitted per MMC Table XI-10-4.02-1. The project conforms to all of the development standards set forth by the Zoning Ordinance, as discussed in the Zoning Ordinance consistency discussion set out in support of issuing a Site Development Permit.

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

As stated in the Site Development Permit discussion above, the Project implements the range of uses and the density of development set forth in the Milpitas General Plan.

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

As stated in the Site Development Permit discussion above, the Project implements the range of uses, the density of development and the development standards as set forth in the TASP.

SECTION 6. Affordable Housing Ordinance (Section XII-1-4.00)

The City Council approves the Applicant's request for an exception from the requirement to construct affordable housing units as part of the Project as required by the Milpitas Municipal Code Section XII-1-00, *et seq.* The Applicant has demonstrated that the Project qualifies for such an exception based upon the following findings based on the evidence in the public record for the affordable housing exception request:

A. The exception requested exceeds the minimum affordable requirements; and

Based on the current in-lieu housing fee of $33 per square foot for residential projects, the applicant shall pay approximately $1.8 million to the City's affordable housing fund to meet the minimum affordable requirements for the proposed project. Pursuant to Resolution no. 8852, the affordable housing fee is based on the building permit application date. The residential affordable housing fee is $33 per square foot until June 30, 2020, and the fee will be adjusted by the Rate Index for the next fiscal year after June 30, 2020. In addition to the minimum affordable requirements, the applicant shall pay an additional $200,000 to the affordable housing fund to meet the required finding for approval of the exception.

B. The community benefits exceed the project benefits.

Pursuant to MMC Section XI-10-14, private residential development of 20 or more dwelling units shall devote an amount not less than one-half of one percent of Building Development Costs for acquisition and installation of Publicly Accessible Art on the project site or contribute the value into the Public Art Fund for acquisition and placement of Public Art throughout the City. The applicant has agreed to double the required contribution to the City's Public Art fund to provide a community benefit. The applicant shall pay no less than one percent of building development costs, with the actual fee amount determined at the time of building permit issuance.

As an additional community benefit, the applicant shall also pay $100,000 toward the cost of aesthetic enhancements to the planned vehicle/pedestrian bridge that will extend South Milpitas Boulevard over Penetencia Creek and into the Tarob Court neighborhood. With the payment of additional funds to the design of the South Milpitas Boulevard bridge, the community benefits will exceed the project benefits to meet the required finding.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 8. City Council Approval

The City Council hereby approves Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, Vesting Tentative Map No. MT18-0004, and Environmental Assessment No. EA19-0002 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit 1**), based on the above findings.

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
2001 TAROB COURT RESIDENTIAL DEVELOPMENT

SITE DEVELOPMENT PERMIT NO. SD18-0014
CONDITIONAL USE PERMIT NO. UP19-0009
VESTING TENTATIVE MAP NO. MT18-0004
ENVIRONMENTAL ASSESSMENT NO. EA19-0001

GENERAL CONDITIONS

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **SITE DEVELOPMENT PERMIT SD18-0014, CONDITIONAL USE PERMIT UP19-0009, VESTING TENTATIVE MAP MT18-0004, and ENVIRONMENTAL ASSESSMENT EA19-0002** (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. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.

2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.

3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
    a. Acceptance of this Permit by Permittee; and
    b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.

4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
    a. Completes a foundation associated with the Project; or
    b. Dedicates any land or easement as required from the zoning action; or
    c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal 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)**

6. Project Job Account: If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit as applicable, Permittee shall pay in full the Project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P/E)**

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).

8. Cost and Approval: Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. **(ALL)**

9. 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 Project is operating under the permits and approvals in this Resolution. **(ALL)**

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. **(CAO/P/E/B)**

11. Indemnification: To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including, but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by Permittee, City and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees and damages, which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. 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 Vesting Tentative Map No. MT16-0003, and the balance of the Permit shall be unaffected by Government Code Section 66474.9.

12. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.

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.

14. 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.

15. Response to Conditions of Approval: Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**

16. 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 buildings requires review and approval by the Fire Department. **(F)**

17. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated July 10, 2019 and approved by the City Council on September 17, 2019, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan 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 owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

PLANNING CONDITIONS

18. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance.

19. Architecture: Permittee shall submit updated Project Architecture depicted on the Building Elevations sheets to the Planning Division, and obtain approval from the Planning Director or Designee prior to Building Permit submittal. Any deviations from approved Project Architecture shall be approved at the sole discretion of the Director of Planning or his/her approved designee

20. Street Lights: Permittee shall provide street lighting along all street frontages subject to the review and approval of the Planning Division. Permittee shall likewise install pedestrian scale lights along all public and private street frontages. The Permittee shall submit a photometric plan to determine appropriate light levels with submittal of on-site improvement plans.

21. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:

    a. RESIDENT: A total of 64 spaces within the parking garage and on the site.
    b. GUEST: A total of 10 guest spaces are to be provided in the internal driveway and in the parking garage.
    c. COMPACT: 29 of the resident and guest parking spaces will be designated as compact spaces. No additional spaces shall be compact without written approval from the Planning Director or his/her designee.

22. Bicycle Racks: A minimum of ten (10) long-term bicycle parking spaces shall be installed on the site. A total of four (4) short-term bicycle parking spaces shall also be installed on the site.

23. Trees: The project will remove 34 trees and replace with 40 trees, in conformance with the plans approved by City Council on September 17, 2019.

24. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance.

25. Affordable Housing Requirement: Permittee shall comply with the City's Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00 and Resolution no. 8852. The applicable fee levels will be determined by the building permit application date.

a. Fee-In Lieu Exception Request: Prior to Building Permit issuance, the applicant shall pay the in-lieu fees pursuant to Resolution no. 8852, as well as an additional $200,000 to the Affordable Housing Ordinance Fund.
b. Fee-In Lieu Exception Request: Prior to Building Permit issuance, the applicant shall pay an additional one-half of one percent of building development costs towards the City's Public Art Fund.
c. Fee-In Lieu Exception Request: Prior to Building Permit insurance, the applicant shall pay $100,000 to benefit the aesthetic enhancement of the South Milpitas Boulevard culvert bridge.

PLANNING & BUILDING PROJECT-RELATED TASP MITIGATION MEASURES & REQUIRED PROJECT DESIGN FEATURES

Biological Resources (TASP Policy 5.26)

26. Nesting Birds: To mitigate impacts on non-listed special-status nesting raptors and other nesting birds, a qualified biologist will survey the site for nesting raptors and other nesting birds within 14 days prior to any ground disturbing activity or vegetation removal. Results of the surveys will be forwarded to the U.S. Fish and Wildlife Services (USFWS) and CDFG (as appropriate) and, on a case-by-case basis, avoidance procedures adopted. These can include construction buffer areas (several hundred feet in the case of raptors) or seasonal avoidance. However, if construction activities occur only during the non-breeding season between August 31 and February 1, no surveys will be required. **(P)**

Noise (TASP Policy 5.10))

27. Noise Insulation: Prior to issuance of any building permit, Permittee shall demonstrate that the Project will meet the required 45 dBA maximum interior noise standard.

Air Quality (TASP Policy 5.16)

28. Dust Control Emissions: During the construction of the Project, Permittee shall comply with all of the following:
    a. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas and unpaved roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand or other loose material off the site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day or more often if determined necessary by City Engineer or designee. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 MPH.
    e. All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air

District's phone number shall also be visible to ensure compliance with applicable regulations. **(B)**

29. ROG Emissions: Prior to issuance of any building permit, Permittee shall develop, submit and obtain approval from the City of a plan to reduce ROG emissions by 17 percent or greater during the architectural coating phase of the construction. Acceptable measures to achieve this goal include, but are not limited to, using paint that contains 125 grams per liter of VOC or less, the use of pre-fabricated building materials, or a combination of both. The plan shall be implemented as approved by the City. **(B)**

Cultural Resources (TASP Policies 5.34 and 5.35)

30. Archeological Monitoring: Any future ground disturbing activities, including grading, in the Transit Area shall be monitored by a qualified archaeologist to ensure that the accidental discovery of significant archaeological materials and/or human remains is handled according to CEQA Guidelines §15064.5 regarding discovery of archeological sites and burial sites, and Guidelines §15126.4(b) identifying mitigation measures for impacts on historic and cultural resources (see Public Resources Code §§21083.2, 21084.1). In the event that buried remains are encountered, work shall be halted in the immediate area and the Santa Clara County coroner and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. If remains are determined to be of Native American origin, the coroner will then contact the Native American Heritage Commission (NAHC), which will in turn contact the appropriate Most Likely Descendent (MLD). The MLD will then have the opportunity to make a recommendation for the respectful treatment of the Native American remains and related burial goods. **(P/B)**

31. Paleontological Monitoring: All grading plans for development projects involving ground displacement shall include a requirement for monitoring by a qualified paleontologist to review underground materials recovered. In the event fossils are encountered, work in the area shall be halted and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. A qualified paleontologist shall evaluate the fossils, and steps needed to photo-document or to recover the fossils shall be taken. **(P/B)**

ENGINEERING CONDITIONS

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)***

32. Modifications: The Site Development Plan dated July 10, 2019 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
33. 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.

34. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.

35. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along Tarob Court and Lundy Place that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.

36. Recycle Water Cross-Connection Specialist: In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.

37. 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.

38. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the public improvement cost estimates as prepared by the Permittee's engineer.

39. Coordination with other Projects: Permittee shall coordinate designs with 1992 Tarob Court subdivision (E-EN18-0056) in advance prior to any plan submittal.

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)***

40. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easement, public service utility easement, sanitary sewer easement and other public easement(s) deemed necessary for the project.

41. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project.

42. Partial Street Vacation: This project is subject to and contingent upon partial vacation on Tarob Court and Lundy Place.

43. 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.

44. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

45. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.

46. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines.

47. Covenant, Conditions & Restrictions (CC&Rs): Permittee shall provide CC&Rs for City's review and approval for perpetual maintenance of private roadways, private utilities, stormwater management facilities in accordance with a separately recorded Stormwater Management Facilities Operation and Maintenance Agreement. There shall be provisions in the CC&Rs to retain a recycled water site supervisor with annual re-certification report to the City's Public Works Department.

48. 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).

49. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2008-1, and agree to pay the special taxes levied by the CFD 2008-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to 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 nonseverable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 14 notwithstanding.

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)***

50. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
    a. Milpitas Design Guidelines: (http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/);
    b. Standard details and specifications: (http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/);
    c. Transit Area Specific Plan design guidelines: (http://www.ci.milpitas.ca.gov/_pdfs/engDesignGuidelines/en_dg_vi_transitAreaSpecific.pdf); and
    d. Americans with Disabilities Act (ADA) requirements, where applicable.

51. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

52. 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.

53. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the

Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

54. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.
    a) Installation of separate water service tap and meter for each of the following services: residential, irrigation, and fire.
    b) Installation of separate utility service lines (domestic water, fire service, sanitary sewer) for residential.
    c) Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna.
    d) Provide 2" grind and overlay with base repair of existing asphalt pavement to the centerline of the street along the Tarob Court and Lundy Avenue project frontage to the City Engineer's satisfaction.
    e) Street taper design along the Tarob Court project frontage shall be to the City Traffic Engineer's satisfaction.
    f) Installation of new street trees along the project frontage. The locations, spacing of trees and tree species shall be in compliance with applicable City standards and details.

55. 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.

56. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.

57. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

58. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

59. Pothole Encroachment Permit: Due to multiple new utility service connections along the project frontage, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

60. Permittee shall relocate the existing 12" water main along the Tarob Court project frontage. The permittee shall connect the new 12" water main to the existing 12" water main at both ends per City standards and install per backbone guidelines. The existing water main shall be abandoned per the City's Abandonment Notes and to the City Engineer's satisfaction.

61. Permittee shall upsize the existing 15" storm drain to 24" HDPE from the existing manhole within the 20' Public Utility Easement as shown on parcel map in book 431 of maps at pages 2 and 3, to the point of connection on Tarob Court.

62. Permittee shall abandon and remove the existing 6" sanitary sewer line within the 20' Public Utility Easement as shown on parcel map in book 431 of maps at pages 2 and 3. Existing service to 1971 Tarob Court (APN 086-36-033) and existing sewer main within the easement downstream of said service shall

remain to continue to serve 1971 Tarob Court. The Permittee shall communicate and coordinate with adjacent property owners of 1971 Tarob Court declaring work on the sanitary sewer line serving 1971 Tarob Court.

63. A new 8-inch recycled water main line shall be installed along the City's Preferred Alignment, as described below, or an alignment the City identifies as the most feasible route for the recycled water main line. The City's Preferred Alignment is, connect to the existing recycled water main line on Tarob Court extending, at a minimum, to the point of future irrigation connection for 2001 Tarob Court.

    The Permittee agrees to fulfill the requirement of installing a new recycled water main line by completing one of the following options at the City's discretion:

    a. If an alignment has not been installed by another party at the time of Building Permit issuance, the Permittee and the City shall enter into a reimbursement agreement to reimburse the permittee for the design and construction of the portion of the new recycled water main line that exceeds the property frontage length of 230 linear feet.
    b. If the recycled water main is under construction or the construction of the recycle water main has been completed, by another party, at the time of Building Permit issuance, the permittee shall pay the City for the cost of design and construction equivalent to the property frontage length, measured to be 230 linear feet. The cost of design and construction shall be based upon a licensed Civil Engineer's cost estimate, approved by the City.
    c. If the installation of a new recycled water main line is determined to be infeasible by the City, the permittee shall pay the City for the cost of design and construction equivalent to the property frontage length, measured to be 230 linear feet for the City's use to fund the City's preferred future recycled water improvements which the City will design and install at a later time. The cost of design and construction shall be based upon a licensed Civil Engineer's cost estimate, approved by the City.

64. Permittee shall obtain approval and encroachment permit from the City of San Jose for work on the City of San Jose manhole due to realignment of the curb. Permittee shall comply with City of San Jose design requirements and submit offsite plans to the City of San Jose for their review and approval of improvements impacting City of San Jose Infrastructure.

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. (****NOTE****: Pursuant to Density Bonus approval, standard conditions regarding the reconstruction of the street and the upgrade of stormwater requirements have been requested as regulatory concessions, and therefore do not apply to this project).* ***(E)***

65. Final Map Recordation: Permittee shall record the final map.

66. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.

67. 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).

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. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.

69. 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.

70. Recycle Water Approval: Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled *"Water Recycling Criteria"*, CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled *"Drinking Water Supply"* and all other recycled water regulations as listed under the publication titled *"California Department of Public Health Regulations Related to Recycled Water June 18, 2014*". Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water.

71. 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.

72. 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.

73. 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:
    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.

74. 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.

75. 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.

76. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.
    a. Transit Area Specific Plan fee at $32,781/unit for residential uses. Based on approval for development of 40 units, the estimated Transit Area Specific Plan Development Impact Fee for this project is $1,311,240 ($32,781/unit x 40 units). TASP fees shall be paid prior to Building Permit Final.
    b. Parkland:
        1. The project is required to dedicate 0.35 acres of parkland, equivalent to $971,841.02 fees-in-lieu.
        2. The park portion of the TASP fee is valued at $600,548, equivalent to 0.22 acres. This will be applied to the project parkland requirement.
        3. The applicant will receive credit for 0.13 acres of private recreation space on site. Upon demonstration of provision of this private recreation space to the satisfaction of the Direction of Planning or his/her designee, no additional parkland fees will be due, per table below.

2001 Tarob Court Unit Count	40
2001 Tarob Court Population Estimate	97 persons
TASP Parkland Requirement	3.5 acres/1,000 people or equivalent fees-in-lieu
PARKLAND ACREAGE DUE/FEE EQUIVALENT	**0.35 acres/$971,841.02**
Amount Satisfied Through TASP Fees (Acreage/Dollars)	**0.22 acres/$600,548**
REMAINING DELTA TO BE SATISFIED (Acreage/Dollars)	**0.13 acres/$371,293.02**
Private Recreation Acreage Approved by City	0.13 acres
TOTAL ACREAGE/FEES PROVIDED	**0.26 acres**
REMAINING ACREAGE/FEE REQUIREMENT TO BE MET	**0.0 acres/$0**
BALANCE OF PARKLAND ACREAGE/FEES DUE	**0.0 acres/$0**

    c. Storm water connection fee at $16,771/acre for residential.
    d. Water connection fee at $1,164/unit for residential, based upon increased water usage.
    e. Sewer connection fee at $1,406/unit for residential, based upon increased average wastewater flow.

f. 2.5% of applicable fees in accordance with City Resolution No. 7590 as Permitting Automation Fee.
g. FEMA Flood Zone Designation Letter fee in the amount of $100.00 each.

77. Building foundations adjacent to public utilities shall be designed to be self-supporting such that the building weight is not required to be supported during shoring and excavation of adjacent utilities. If any project building is located next to a City easement, the City is not responsible for any foundation damage that would occur due to excavating in the event of servicing or repairs in that easement.

78. All domestic, irrigation, and fire water services serving the site shall have at least a reduced pressure backflow preventer.

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)***

79. 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.

80. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.

81. 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.

82. 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.

83. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector, and notify affected property owners/tenants when cut-in tee(s) is/are required.

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.*

84. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements along Tarob Court and Lundy Avenue, as shown on City approved plans.

85. 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.

86. 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.

87. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

88. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist complete the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program http://www.sanjoseca.gov/index.aspx?NID=1595 and forward them to the City.

89. Record Drawings: Permittee shall submit record drawings in AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.

90. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

91. Backflow Devices: All backflow preventer devices shall be tested by a certified backflow tester, and results of the test shall be submitted to the City before going into service.

FIRE CONDITIONS

*The plans approved by City Council are **not** building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider the plan set approved by City Council as final building plans approved by the Fire Department. Building plans **must** be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2016) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. Note, Jan. 01, 2020, new CA Building Codes go into effect.*

92. Technical Assistance: To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the Fire Code Official, the Fire Code Official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion(s), plan review(s) and/or report(s). CFC Section 104.7.2

93. Electronic documents: The Fire Code Official may require electronic base documents for all construction documents and operational permits. The Fire Code Official shall designate the software base format for the electronic documents. CFC Section 105.4.2.2, added by MMC Section V-300-2.11

94. Fire Department Emergency Key Box (aka: Knox Box, Knox Locks, Knox Electric Switches, etc.): The Fire Code Official is authorized to require a key box(es) to be installed in an approved location(s) if necessary for life-saving or fire-fighting purposes. Quantity and location shall be as directed by the Fire Code Official. CFC Section 506. In addition to the building, locked mechanical closets, fire alarm closets, sprinkler riser closets, etc. may need a Fire Dept. approved "Knox" key box.

95. Emergency Responder Radio: A Fire Department approved emergency responder radio coverage system shall be provided. CFC Section 510, MMC V-300-2.57

96. Standby Power for Elevators. Elevators shall be provided with standby power. CFC Section 1009.4

97. Two Way Communication. A tow-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator or bank of elevators on each accessible floor that is one or more stories above or below the level of exit discharge. CFC Section 1009.8

98. Fire Safety: Fire safety during construction, alteration or demolition of the building shall meet the requirements of Chapter 33 of the California Fire Code and the Standards for Construction Site Fire Safety (un-024) by "unidocs" organization (http//:www.unidocs.org). A Construction Site Fire Safety plan shall be submitted to the Milpitas Fire Prevention Division for review and approval prior to the start of combustible construction. CFC Chapter 33

99. Access Control Devices: When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the Fire Code Official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. CFC Section 504.6, added by MMC Section V-300-2.51

100. Fire Department Access: Fire Department apparatus and staff access shall be provided to all buildings and site. Detailed review will be done during construction permit process. CFC Section 503
    a. Minimum Number of Fire Apparatus Access Points: A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided for the site. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760 m^2) shall be provided with at least two means of fire apparatus access for each structure. International Fire Code, Section D104.1, adopted and amended by MMC V-300-2.143
    b. Turning Radius: Fire apparatus access roads shall meet the Milpitas Fire Department turning radii guidelines and shall provide continuous apparatus travel. Turning radii for fire apparatus access roads shall be a minimum net clearance of 48 feet 6 inches for the outside radius and 28 feet 0 inches for the inside radius. The layout for the outside and the inside radius shall be from the same reference point (center). CFC Section 503.2.4
    c. Fire Apparatus Clearance: Fire apparatus access roads shall provide a minimum clear width of 26 feet. This requirement is for the use and function of a fire ladder apparatus. International Fire Code, Appendix D, Sections D103.1 and D105.2, adopted and amended by Milpitas Municipal Code. MMC V-300-2.142 and 2.145
    d. Timing of Installation and Serviceability of Fire Protection Elements: When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. Combustible construction shall not begin until water mains and hydrants are operational and fire apparatus access roads are installed (paved, or other acceptable Fire Department roads that are weather resistive and able to meet the fire apparatus requirements). CFC Section 501.4
    e. Fire Apparatus Access: Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.1. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.
    f. Adjacent Access Rights: No source of access from lands adjoining a property to be developed shall be considered fire apparatus access roads, unless there is obtained the irrevocable and unobstructed rights and recorded as an ingress/egress access easement with the Country of Santa Clara. CFC Section 503.7, added by MMC V-300-2.48
    g. Fire Access Road Materials and Load Bearing Requirements: Fire access roads shall be paved (concrete and/or asphalt cement, or other concrete type pavement approved by the Fire Dept.). Fire apparatus access roads/lanes and emergency vehicle roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Design criteria shall be based on the City of Milpitas fire apparatus

Sutphen S95 Aerial Platform unit. Please contact the Fire Prevention Division for specifications. CFC Section 503.2.3

h. Obstruction of Fire Access: Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4

i. Emergency Vehicle Access (EVA): EVA roads, when required, shall meet the fire department site access requirements. CFC Section 503.

j. Marking of Fire Access Roads. The required access road shall be designated and clearly marked as a fire lane. The designated fire lane shall be identified as set forth in Section 22500.1 of the Vehicle Code. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE". CFC Section 503.3. Minimum marking shall be pole signage and red curb with “FIRE LANE” stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

Minimum marking shall be (1) pole signage and (3) red curb with “FIRE LANE – CVC 22500.1” stencil.

k. Buildings with Courtyards. Fire access shall be provided to enclosed courts for firefighting and rescue operations. Each court shall be designed to provide readily accessible method of bring a fire department ground ladder (36’ long) into the courtyard. Please anticipate and accommodate personnel carrying ladder. CFC Section 102.9

l. Building Setbacks: Building/structure set back, proximity to fire access roads. At least one of the required access routes meeting the Fire Dept. conditions shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to the entire side of the building. 2016 International Fire Code, Section D105.3, adopted by MMC Section V-300-1.01

m. Site Design Changes: The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.

101. Fire Protection Water Supply (Hydrants, On-site and/or Public): An approved water supply (hydrants on-site and/or public) capable of supplying the required fire flow for fire protection shall be provided upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply shall meet the Fire Code and the City of Milpitas Engineering Division water supply guidelines and the CFC Section 507, Appendix B and Appendix C. Note, the Civil plans submitted under this Planning review are not approved for construction.

a. Water System Calculations: Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and the NFPA 24. Design calculations and all the necessary design information for the water system to meet the domestic and fire flow requirements as per the City of Milpitas Engineer Division water design requirements shall be provided as part of the construction permit process. CFC Section 507.

The minimum water flow at the worst case hydrant outlet within the private system shall be not less than 3,000 gpm.

b. Fire Hydrant Location: The location and quantity of hydrants will be evaluation during the construction permit process. This applies to the on-site private streets as well as to the public streets. CFC Section 507.5

c. Hydrant for Automatic Fire Sprinkler/Standpipe Systems: Buildings equipped with an automatic fire sprinkler system and/or a standpipe system installed in accordance with Sections

903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.1.1, amended by MMC Section V-300-2.53

d. Private Hydrant Requirements: Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color. CFC Section 507.5.7, added by MMC V-300-2.54.

e. No Parking in Front of Hydrants: No parking is permitted in front of fire hydrants. Hydrants located on streets (Public or Private Street) shall have an unobstructed clearance of not less than 30 feet per CA Vehicle Code 22514

102. Automatic Fire Sprinkler System for Structures:

a. Automatic Fire Sprinkler. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 Standards. Note, system type will depend on building/structure "construction type" analysis. California Fire Code Section 903

b. Sprinkler Valves: All valves controlling the water supply for the automatic sprinkler system shall be electrically supervised by a listed fire alarm control unit. CFC 903.4

c. Fire Riser Location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. California Fire Code Section 903.3.5.3, added by MMC Section V-300-2.65

d. Sprinkler Design. Hydraulic design for the automatic fire sprinkler system shall provide a minimum of 20% safety margin. CFC Section 903.3.5.6, MMC V-300-2.68

103. Requirements for Fire Service Water Laterals for Building Sprinkler Systems: Each building shall have a fire service water laterals for the automatic fire sprinkler system and shall meet the California Fire Code requirements Chapter 9 and the NFPA applicable Standards. Note that the utilities drawings provided are not reviewed nor approved for construction. CFC Section 912.1

a. FDC/PIV (fire department connection/post indicating valve) Location(s). The location of the fire department FDC's/PIV's shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's shall not be located behind parking stalls nor behind any other obstruction. Final review for location for the FDC's/PIV's will be conducted during the construction permit process. CFC Section 912.2

b. FDC/PIC Signage. A metal sign with raised letters at least 1 inch in size shall be mounted on all fire department connections. Signage shall be reflective, weather resistive and approved by the Fire Code Official. CFC Section 912.5

c. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Section 903 and or 905 of the CA Fire Code shall have a fire hydrant within 50 feet of the fire department connections. CA Fire Code Section 507.5.1.1 Added by MMC V-300-2.53

d. Fire Service Water Lines: Service water supply laterals for the sprinkler systems and the on-site fire hydrants shall be independent of each other. NFPA 13, Chapter 24

e. Backflow Protection. Potable water supply to the automatic sprinkler and/or the standpipe systems shall be protected against backflow as required by the Health and Safety Code section 13114.7 and the City of Milpitas Utilities Engineering Division. CFC Section 912.6

f. Water Drainage. All new installations of sprinkler systems shall preclude sprinkler test and system drain water from discharging into the storm drain; provisions to direct water to the sanitary sewer or landscape or other approved means shall be provided. Sprinkler system design shall include the proposed method for drainage of sprinkler system discharge. Storm Water Pollution Regulations.

104. Fire Alarm System, R-2 Occupancy: A fire alarm system and smoke alarms shall be installed in Group R-2 Occupancies as required in Sections 907.2.9.1 through 907.2.9.4. CFC Section 907.2.9
CFC Section 907.2.9.1 - Manual Fire Alarm System
CFC Section 907.2.9.2 - Smoke Alarm (in accordance with 907.2.11)

a. Manual Fire Alarm System: A manual fire alarm system that activated the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies. CFC 907.2.9.1
b. Smoke Alarm, R-2 Occupancy: R-2 Occupancy, listed single and multiple-station smoke alarms complying with UL217 shall be installed in accordance with Sections 907.2.11.2 through 907.2.11.6 and the NFPA 72. CFC Section 907.2.11
c. Visible Alarm Notification: For Group R-2 required by Section 907 to have a fire alarm system, all dwellings units and sleeping units shall be provide with the capability to support visible alarm notification appliances in accordance with NFPA 72. CFC 907.5.2.3.3
d. Fire Alarm Zones: Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.3 and 907.6.4.
e. Fire Alarm Panel: Fire alarm panel (or fire alarm annunciator panel) shall be located in a readily accessible location and shall be provided with the necessary access and working clearance as required by the CA Electrical Code. CFC Section 907.6.4.1.1
f. Fire Alarm Monitoring: Fire alarm monitoring (approved supervising station - UL, or FM approved). Fire alarm systems required by the Fire Code or by the California Building Code shall be monitored by an approved supervising station in accordance with the NFPA 72. CFC Section 907.6.6

105. Building/Structure Other Requirements:
a. Stairs to Roof: All stairs shall run up to the roof. The fire code official shall determine the required number and location of stairway(s) to the roof. CFC Section 504.3.1, MMC Section V-300-2.49
b. Roof stairs. When there are roof planes with vertical difference of more than 24" there shall be stairs for access between the different roof planes. The Fire Code Official shall determine the location for the stairs. CFC Section 102.9
c. Roof Guardrails at Interior Courts. Roof openings into interior courts that are bounded on all sides by building walls shall be protected with guardrails. The top of the guardrail shall not be less than 42 inches in height above the adjacent roof surface that can be walked on. Intermediate rails shall be designed and spaced such that a 12-inch diameter sphere cannot pass through. CFC 316.7, added by Milpitas Municipal Code V-300-2.45

Exception: Where the roof opening is greater than 600 square feet in area.
d. Premises Identification: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. CFC Section 505. The Fire Dept. may require the installation of address numbers at multiple building locations. CFC Section 102.9
e. Address Illumination: All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.52.
f. Medical Service Elevators. All new passenger service elevators shall meet the medical service elevator requirements in the California Building Code, 2016 Edition, Chapter 30. CFC Section 607.1.1, MMC V-300-2.59
g. Standpipe System: Standpipe system shall be installed in accordance with the California Fire Code Section 905.2 and NFPA 15. When stairs are provided with intermediate landings, the standpipes shall be located at the bottom floor level, at the top floor level and at all intermediate landings. CFC Section 905.4
h. Portable Fire Extinguishers. Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906.

106. Electrical Generators:

a. Fuel tank(s) located below grade shall be considered underground tanks in accordance with the California code of Regulations, Title 23, Division 3, Chapter 16 (State Underground Tank Regulations).
b. If the fuel tank system(s) is not to be considered an underground tank, as defined by the underground tank regulations, provide documentation demonstrating compliance with the specified State Water Resource Control Board's Guidance letter LG-165-2.
c. Construction drawings, for the fuel tank, shall be submitted to the City for compliance with the California Fire Code Chapters 27 and 34.

107. Landscape sheets: The proposed landscaping may be impacted by the comments above and the requirements for fire access, fire systems and devices (such as apparatus access, hydrants, fire service lines, fire department connections valves, etc.). The Fire Dept. reserves the right to relocate, delete or change the proposed landscaping when in conflict with fire systems and devices. CFC 507.5.4.

108. Plan Submittal: Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

BUILDING CONDITIONS

General

109. Applicable Codes: Applicable codes shall be 2016 California Building Code (CBC), California Mechanical Code (CMC), California Electrical Code (CEC), California Plumbing Code (CPC), Green Building Standards Code (CalGreen), California Energy Code (CEnC) and 2017 Milpitas Municipal Code (MMC).

110. Build It Green/LEED Requirement: Residential portion of the building shall meet Build It Green 50 Green Points or LEED for Homes Certified threshold per MMC sec. II-20-3.01.

111. Licensed Engineer/Architect: 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.

112. Application for New Building Address: Applicant shall apply for new building addresses prior to submitting for a building permit.

113. Occupancy Group Designations: Apartment/Condominium building shall be classified as Group R2 Occupancy per CBC sec. 310 and private garages not exceeding 1,000 square feet as Group U Occupancy per sec. 312. Each private garage shall be separated from other private garage by 1 hr fire barriers and/or 1 hr horizontal assemblies per CBC sec. 406.3.1. Multiple private garages not separated by fire barriers shall be classified as Group S-2 Occupancy per sec. 311.

114. Fire Rating for Apartment Buildings: Apartment/Condominium buildings over 2 stories high shall be one-hour fire-rated minimum (Type V-A) when allowable area increase with sprinkler is used per CBC Table 504.4.

115. Allowable Building Area: Allowable building area for the building shall be as per CBC Table 506.2.

116. Exterior Wall Openings: The maximum area of protected and unprotected openings in exterior walls shall comply with CBC sec. 705.8.

117. Separating Units Requirements: Wall and floor separating units in the same building and separating units from other occupancies are required to be one-hour fire resistive construction per CBC sec. 420, 708 and 711.

118. Apartment Building Considered Separate and Distinct: Apartment/condominium building shall be considered as separate and distinct buildings for the purpose of determining area limitations, continuity of fire walls, limitation of number of stories and type of construction where it is separated from Group S-2 garage by 3-hour fire rated horizontal assembly, garage is not more than one story above grade and of Type I-A construction as per CBC sec. 510.2.

119. Required Separation in Residential Building: Required separation in buildings between dwellings and private garages shall be as per CBC sec. 420.2 and 420.3.

120. Required Separation in Residential Building: Required separation in buildings with mixed occupancies shall be per CBC sec. 508

121. Corridor Fire Rating: Corridor with occupant load over 10 shall be one-hour rated with 20-minute doors leading to it per CBC sec. 1020.1.

122. Minimum Number of Exits: Minimum no. of exits shall be provided per CBC Table 1006.3.1 and the exits provided shall comply with CBC sec. 1022 through 1027. The required number of exits from any story shall be maintained until arrival at grade or public way per CBC sec. 1006.3.1. Elevator shall not be used as a component of a required means of egress per CBC sec. 1003.7, except elevators are used as an accessible means of egress in accordance with sec. 1009.4.

123. Required Egress: At least one required accessible means of egress shall be an elevator complying with CBC sec. 1009.4 in buildings where a required accessible floor is four or more stories above or below a level of exit discharge per sec. 1009.2.1.

124. Two-Way Communication System: Two way communication system is required at elevator landing on each accessible floor that is one or more stories above or below the story of exit discharge per CBC sec. 1009.8.

125. Exit Stair Enclosures: Exit stair enclosures shall not provide exit through corridor as per CBC sec. 1022.1, but shall extend to exterior of the building with an exit passageway.

126. Mezzanines: Mezzanine in the upper units shall be considered a story if it does not meet requirements of CBC sec. 505.2

127. Carbon Monoxide/Smoke Detectors Required: In the dwelling units, provide carbon monoxide detectors and smoke detectors per CBC sec. 915 and 907.2.11.

128. Escape Window Location: Escape bedroom windows below the 4th floor shall open into a public street, yard or exit court that opens to a public way as per CBC sec. 1030.1.

129. Exit Courts: Exit from exit courts shall not reenter exit access as per CBC sec. 1028.1 and sec. 1028.5

130. Exit Courts: Required exit courts to which escape bedroom windows open, shall be provided with exiting as per CBC sec. 1028.1.

131. Elevator Enclosure: Elevator shall be enclosed in a shaft enclosure per CBC sect. 713.2 and 713.4.

132. Elevator Hoistway Opening: Elevator hoistway opening shall be protected and enclosed within a shaft enclosure per CBC 3006.2 and 712.1.1.

133. Elevator Hoistway Door Opening: Elevator hoistway door opening shall be protected per CBC 3006.3.

134. Elevator Lobby Sign: Elevator lobby identification signs shall be provided at any door with direct access to an enclosed elevator lobby at landings in interior exit stairways where two or more doors lead to the floor level per CBC 1023.10.

135. Interior Stairway Enclosure: Interior stairway shall be enclosed per CBC sec. 1023.2.

136. Roofing Material: Roofing material shall be as per CBC Table 1505.1.

137. Exit Doors: Doors in a room with occupant load of 50 or more persons shall swing in the direction of exit per CBC sec. 1010.1.2.1. Exit doors from assembly occupancy shall be provided with panic hardware per sec. 1010.1.10.

138. Exit Signs: Provide exit signs and tactile exit signs when two exits are required per CBC sect. 1013.1 and 1013.4.

139. Building Occupancy Frontage: Buildings that house Group A Occupancy shall front directly on or discharge to a public street not less than 20 feet in width per sec. 1029.2 and 1029.3. The main entrance to the building shall be located on a public street or on the exit discharge.

140. Occupant Load: Occupant load factor for assembly and multi-use room without fixed seats, including clubhouse, common use deck area, courtyard, etc., shall be 1 occupant per 7 sq. ft per CBC Table 1004.1.2.

141. Exit Enclosure: Exit enclosure in building less than four stories in height shall be one-hour fire-resistive construction per CBC sec. 1023.2.

142. Exit Enclosure: Exit enclosure in building four or more stories in height shall be two-hour fire-resistive construction per CBC sec. 1023.2.

143. Stairways: In buildings four or more stories in height, one stairway shall extend to the roof surface through a penthouse complying with CBC sec. 1510.2, unless the roof has a slope steeper than 4:12 per CBC sec. 1011.12. In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 sq ft with a min. dimension of 2ft and accessed by an alternating tread device, ship ladder or a permanent ladder.

144. Exterior Openings: Exterior openings required for natural light shall open directly onto a public way, yard or court as set forth in CBC sec. 1205.1.

145. Egress Balconies: Egress balconies shall comply with CBC sec. 1021.

146. Egress Courts: Egress courts shall comply with CBC sec. 1028.4.

147. Acoustical Report: Provide acoustical report to determine sound insulation requirements for at least exterior walls. Interior sound insulation shall be as per CBC sec.1207 or as per acoustical report.

148. Ventilation Requirements for Dwelling Units with Non-Openable Windows: Dwelling units, which has non-openable windows as required by acoustical report shall be provided with mechanical ventilation per CBC sec. 1203.1 and CMC sec. 402.3. As per City policy BDP-ME05, City does not allow the use of exhaust only fans to achieve the fresh outside air requirement through infiltration.

149. Ventilation Requirements for Studio Units: In studios, natural light and ventilation for sleeping areas shall meet requirements per CBC sec.1203.5 and sec.1205.2. Any room is permitted to be considered as a portion of an adjoining room for natural lighting and ventilation purpose where the common wall is open and unobstructed and provides an opening of not less than 1/10 of the floor area of the interior room and not less than 25 square feet per CBC 1205.2.1.

150. Electric Vehicle Charging Stations Requirement: Where 17 or more multifamily dwelling units are constructed on a building site, 3% of the total number of parking spaces provided for all types of parking facilities, but no less than 1, shall be electric vehicle charging stations (EVCS) capable to supporting future electric vehicle supply equipment per CalGreen sec. 4.106.4.2.

151. Electric Vehicle Charging Stations Location: At least one EVCS shall be located in common use areas and available for use by all residents per CalGreen sec. 4.106.4.2.1. Per City Policy No. BDP-BLG17 and CalGreen sec. 4.106.4.2.2, one in every 25 EVCS, but no less than 1, shall be accessible and located on an accessible route. Accessible EV charging parking space shall not be counted as one of the required accessible parking spaces as required by CBC, because the space is allowed to be used by non-disabled people.

152. Solar Ready Requirement: The buildings shall comply with solar ready requirements per CEnC 110.10.

153. Mechanical Duct Location: No mechanical duct shall penetrate exterior walls unless approved by Planning Division.

154. Balconies, Landings and Decks: Balconies, landings, decks, stairs and similar floor projections exposed to the weather shall comply with City Policy No. BDP-BLG40: http://www.ci.milpitas.ca.gov/_pdfs/BLG40_RequirementsforConstructionofBalconies.pdf.

ACCESSIBILITY

155. Site Accessibility Plan: Provide site accessibility plan.

156. Group U Private Garages: Group U private garages, which are accessory to covered multifamily dwelling units shall be accessible as required in CBC sec. 1109A

157. Accessible Parking Provided: People with disabilities accessible parking shall be provided per CBC sec. 1109A.3 (2% shall be accessible of the covered dwelling units). Signage is not required.

158. Accessible Parking Required: Each type of parking shall be accessible as per CBC sec. 1009A.3 and 1009A.4.

159. Accessible Assigned Parking Requirement: If assigned parking spaces are provided for residents, at least 2% of the assigned parking spaces shall be accessible in each type of parking facility per CBC 1109A.4.

160. Accessible Visitor Parking Requirement: If unassigned or visitor parking is provided, a minimum of 5% parking stalls shall be accessible and shall be provided with signage as per CBC sec. 1009A.5.

161. Accessible Parking Location: Accessible parking spaces shall be dispersed and located closest to the accessible entrances and elevators per CBC per sec.1009A.7.

162. Accessible Parking Location: Accessible parking spaces shall be located so that persons with disabilities is not compelled to walk or wheel behind parked cars other that their own as per sec. 1109A.7.

163. Van Accessible Parking for Resident and Guest: One in every eight accessible parking spaces for resident and guest parking shall be " Van accessible ", but not less than one per CBC sec. 1109A.8.6.

164. Van Accessible Parking for Public Parking: One in every six accessible parking spaces for public parking (e.g. retail space or leasing office, etc.) shall be " Van accessible ", but not less than one per CBC sec. 11B-208.2.4.

165. Accessible Routes of Travel: An accessible route of travel shall be provided to all accessible building entrances. At least one accessible route shall be provided from public transportation stop, accessible parking and public street to building entrance per CBC sect. 1110A.1. When more than one route is provided, all routes shall be accessible.

166. Accessibility Signs: Accessibility signs shall be provided at every primary public entrance and at every major junction along or leading to an accessible route of travel and at building entrance that are accessible per CBC, sec. 1110A.2

167. Accessible Access: All primary entrances and required exit doors to building and facilities shall be accessible to people with disabilities per CBC, sec. 1117A.2.

168. Egress Clearance: Exit stairways considered as an accessible means of egress shall be min. 48" clear width between handrails and provided with the area of refuge per CBC sec. 1009.3 unless building is provided with approved automatic fire sprinkler system.

169. Egress Elevator: At least one accessible means of egress shall be an elevator per CBC sec. 1009.2.1 unless building is provided with approved automatic fire sprinkler system and horizontal exit at each floor and approved by Fire Department to exempt this requirement.

170. Accessible Elevators: All elevators shall be accessible per CBC sec. 1124A and at least one shall be medical emergency service elevator as per sec. 3002.4a.

171. Parking Structure Clearances: All entrances to and vertical clearances within parking structures shall have a minimum of 8 feet 2 inches where required for persons with disabilities per CBC sec. 1109.A.8.1.

172. Accessible Means of Egress: Each accessible portion of the space shall be served by accessible means of egress in at least the same number as required by CBC sec. 1006.2 or 1006.3 per sec. 1009.1.

173. Areas of Refuge: Areas of refuge shall be provided with a 2-way communication system between the area of refuge and a central control point per CBC sec. 1009.6.3.

174. Two-Way Communication System: 2-way communication system shall be provided at each elevator landing serving each accessible floor per CBC 1009.8.

175. Accessible Elevators: All elevators shall be accessible as per CBC sec. 1124A, except private elevators serving one dwelling unit.

176. Medical Emergency Service Elevators: All elevators in buildings four or more stories in height (including private elevator) shall be provided with not less than one medical emergency service to all landings meeting the provisions of CBC sec. 3002.4a.

177. Elevator Emergency Operation: If an elevator is considered as part of an accessible means of egress, it shall comply with the emergency operation, signaling device and standby power requirements and shall be accessed from an area of refuge per CBC sec. 1009.4.

178. Accessible Bathing and Toilet Facilities: Bathing and toilet facilities within covered multifamily dwelling units shall comply with CBC sec. 1134A.

179. Maneuvering Clearance: Provide maneuvering clearance at all interior doors per CBC sec. 1132A.5 and at entrance doors and exit doors per CBC sec. 1126A.3.

180. Accessible Kitchens: Kitchens within covered multifamily dwelling units shall comply with CBC sec. 1133A.

181. Bread Board Clear Space: Where bread board is provided in lieu of 30" work surface per CBC 1133A.4 exception, clear floor space shall be provided at each bread board and the clear floor space shall extend min. 19" into the knee and toe space per CBC 1133A.7.

182. Accessible Entrance: Covered multifamily dwellings served by an elevator, including private elevator, shall be designed and constructed to provide at least one accessible entrance on an accessible route per CBC sec. 1106A.1 and the units shall be adaptable and accessible into and throughout the dwelling unit as provided in Division IV per CBC sec. 1128A.

183. Multistory Dwelling Units Without Elevators: Multistory dwelling units without elevator shall comply with CBC sec. 1102A.3.1

PUBLIC AND COMMON AREA

184. Accessible Public-Use Areas: Public–use areas shall be accessible per CBC Ch. 11B and common-use areas for residents and their guests shall be accessible per CBC sec. 1127A.

185. Accessible Common Facilities: Fitness center, swimming pools and all common facilities shall be fully accessible to people with disabilities per CBC sec. 1102A.4, sec.1141A and sec.1127A.

ENGINEERING

186. Storm Drain and Sanitary Sewer System: Storm drain and sanitary sewer system shall be gravity system without use of mechanical device.

187. Utility Lines: No utility lines shall cross property lines unless an easement agreement between the properties are recorded with the County and shall be submitted as part of the submittal documents and noted on the plans.

188. Soil Report: A soil report shall be provided when applying for grading, site improvement and building permit.

189. Paving: Paving of driveways and parking lot shall comply with MMC sec. II-13-18.

190. Concrete Flat Work: All non-structural concrete flat work shall be as per MMC sec. II-13-17.05.

191. Erosion and Sediment Control Plan: Erosion and sediment control plan shall be submitted when applying for grading permit as per MMC sec. II-13-10.

192. Recordation of Easements: Prior to issuance of building permit, all the easements including private storm drain easement through adjacent parcels shall be recorded. The developer shall include interim erosion control provisions and schedules in the construction plans for areas, which will not have permanent erosion control features installed (such as landscaping) prior to any occupancy so that erosion and sediment control can be sustained as per MMC sec. II-13-11.

ELECTRICAL

193. New Electrical Services: All new electrical services shall be underground per MMC sec. II-6-2.02.

194. Building Main Services Disconnect: The building main services disconnect shall be located on the first floor level of the building per MMC sec. II-6-2.03.

195. Grounding System: Grounding system shall comply with MMC sec. II-6-2.04.

STRUCTURAL

196. Structural Design Calculations: Provide two complete sets of structural design calculations (vertical and lateral) and five sets of construction plans and details when applying for a building permit. Plans and calculations shall be wet signed and stamped by Civil/Structural Engineer.

LEGEND
P = Planning Department
B = Building Department
E = Engineering Department
F = Fire Department
CAO = City Attorney's Office
ALL = All Reviewing Departments

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.

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

EXHIBIT 2

ADDENDUM TO THE TRANSIT AREA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

MEMORANDUM

DATE: June 14, 2019

TO: Lillian Hua, Associate Planner, City of Milpitas

FROM: Theresa Wallace, AICP, Principal
Matthew Wiswell, Project Manager

SUBJECT: California Environmental Quality Act (CEQA) Exemption Memo for the 2001 Tarob Court Project, Milpitas, California

This memorandum and attachments provide a description of the proposed 2001 Tarob Court Project (project) and substantial evidence to confirm that the project is exempt from further environmental analysis per Section 15168(c) of the California Environmental Quality Act (CEQA). The approximately 1.22-acre project site is located at 2001 Tarob Court in Milpitas, Santa Clara County. The proposed project would involve demolition of the existing building and concrete pavements on the site and construction of 40 residential units and associated parking, open space, and landscaping.

Attachment A provides a description of the proposed project. This attachment includes a description of the project location, existing site characteristics, the proposed project, and required approvals and entitlements. The City of Milpitas (City) is the CEQA lead agency for the proposed project.

The responses in the environmental checklist (included in Attachment B to this memo) prepared for the project demonstrate for each CEQA topic that because the proposed project was evaluated and impacts were mitigated to the degree possible as part of the Transit Area Specific Plan Final Environmental Impact Report (TASP FEIR), no additional CEQA review is required. CEQA Guidelines Section 15168(c)(4) recommends using a written checklist or similar device to confirm whether the environmental effects of a subsequent activity were adequately covered in a program EIR. The responses contained in the checklist confirm that the project was considered within the scope of the evaluation within the TASP FEIR and no new impacts were identified and no new mitigation measures are required.

The City can approve the 2001 Tarob Court Project as being within the scope of the Transit Area Specific Plan covered by the TASP FEIR and no new environmental document for the purposes of CEQA clearance is required. Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15168, the 2001 Tarob Court Project is exempt from further review under CEQA. This analysis finds that a Notice of Exemption may be prepared for the project and filed with the Santa Clara County Clerk.

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ATTACHMENT A

PROJECT DESCRIPTION

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ATTACHMENT A
PROJECT DESCRIPTION

The following describes the proposed 2001 Tarob Court Project (project) that would include construction of a four-story building with a total of 40 residential units. The project site is located within the planning area for the Milpitas Transit Area Specific Plan (TASP).[1] In addition to the description of the proposed project itself, this section includes a summary description of the proposed project's location and existing site characteristics and required approvals and entitlements. The City of Milpitas (City) is the lead agency for review of the proposed project under the California Environmental Quality Act (CEQA). As demonstrated in Attachment B, the proposed project is Categorically Exempt from further environmental review pursuant to section 15168(c) of the CEQA Guidelines and is within the scope of the certified Milpitas Transit Area Specific Plan Project Final Environmental Impact Report[2] (TASP FEIR).

PROJECT SITE

The following section describes the location and site characteristics for the project site and provides a brief overview of the existing land uses within and in the vicinity of the site.

Location and Surrounding Land Uses

The project site is located in the southern portion of the City of Milpitas, just north of the border with the City of San José. The approximately 1.22-acre project site is located at 2001 Tarob Court (Assessor's Parcel Number [APN] 086-036-034). The project site is located within a light industrial area of Milpitas that is predominantly developed with commercial office parks and other buildings for industrial and commercial uses. The project site is bordered to the north by Tarob Court, to the east by Lundy Place, and to the west and south by commercial and light industrial uses. The project site is in close proximity to the Great Mall shopping center in Milpitas, approximately 0.5 miles north of the project site.

Regional vehicular access to the project site is provided by Interstate 880 (I-880) located to the west and Interstate 680 (I-680) located east of the project site. The future Bay Area Rapid Transit (BART) Milpitas station is currently under construction and will be co-located with the Montague Valley Transportation Authority (VTA) light rail station, approximately 0.1 mile northeast of the project site. Figure 1 shows the site's regional and local context. Figure 2 shows an aerial of the existing site and surrounding land uses.

Site Characteristics and Current Site Conditions

The project site is currently developed with an approximately 16,463-square-foot, free standing office/light-industrial building. The project site includes a public utility easement that wraps around the project site from the southern corner along Lundy Place, where it is 40 feet in width, to the

1 Milpitas, City of, 2008. *Milpitas Transit Area Specific Plan.* June. Amended December 2011.
2 Milpitas, City of, 2008. *Milpitas Transit Area Specific Plan Final Environmental Impact Report.* May.

northern corner along Tarob Court, where it tapers down and varies from 4 feet to 10 feet in width. According to the Federal Emergency Management Agency (FEMA), the project site is located in a Zone AO Special Flood Hazard Area due to the proximity of East Penitencia Creek.[3] Pedestrian and vehicular access to the project site is via Lundy Avenue and Tarob Court.

Existing General Plan and Zoning

The project site is designated Multi-Family Residential High Density (MFH) within the City's General Plan.[4] The project site is located within the TASP Planning Area, and is within the Multi-Family Residential High Density with a Transit-Oriented Development (TOD) Overlay (R3-TOD) TASP zoning district.

MILPITAS TRANSIT AREA SPECIFIC PLAN

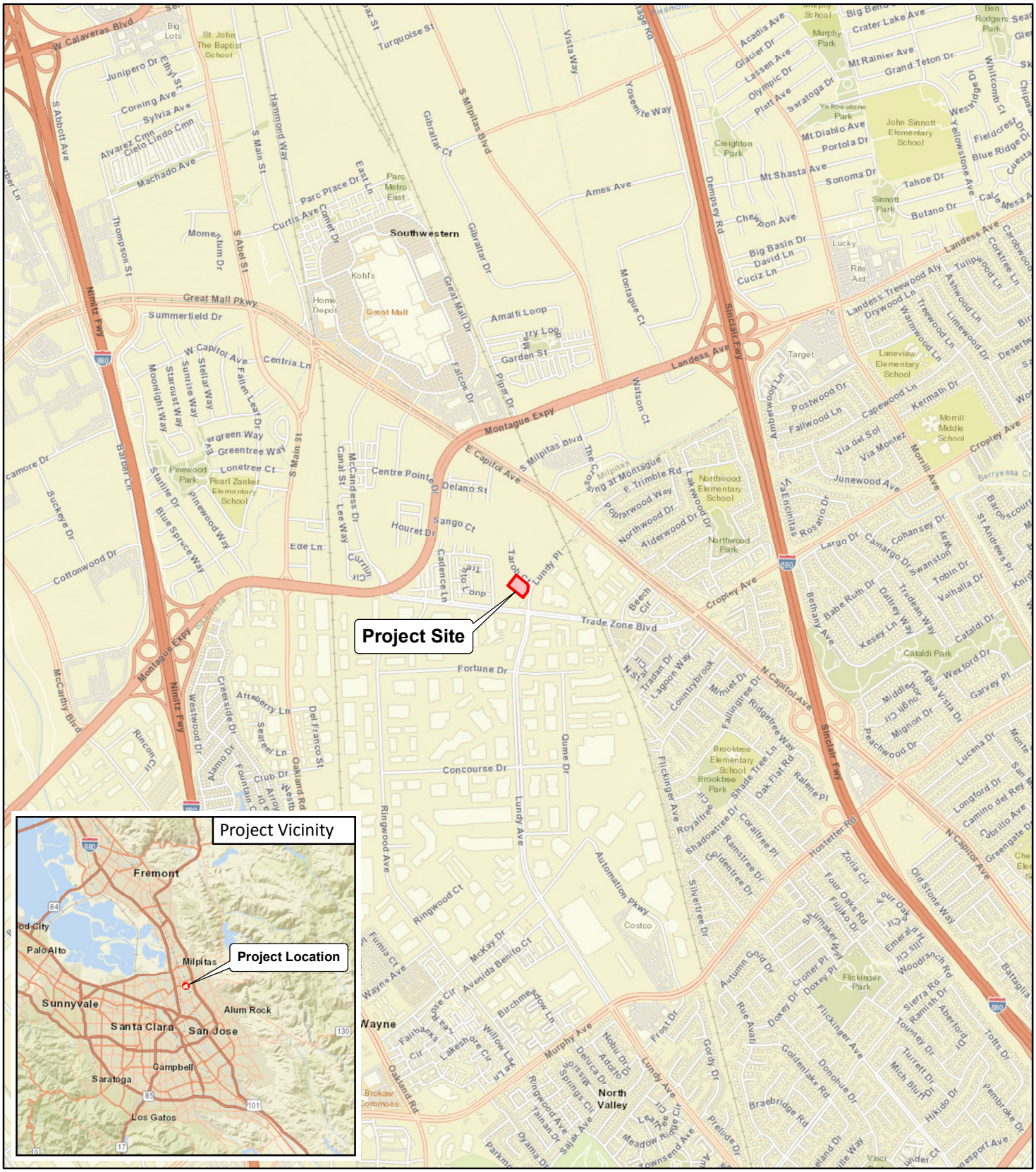
In 2008, the City of Milpitas adopted the Milpitas TASP as a guide for development and redevelopment of its light industrial corridor near the future Milpitas BART and current VTA station. The goals of the TASP are to create an attractive and livable neighborhood within walking distance of the future Milpitas BART and VTA light rail transit stations and to transform the older, light industrial area into a residential and commercial area that would meet demand for housing, offices, and shopping in the Bay Area. Milpitas designated the TASP to accommodate substantial growth, minimize impacts on local roadways, and reduce urban sprawl at the periphery of the region.

The TASP identifies subdistricts within the planning area, each having its own policies related to street design, land use, building height, setbacks, parks and building design. The project site is located within the Trade Zone/Montague subdistrict. The Trade Zone/Montague subdistrict is identified as being an attractive residential district with ample green space that would serve transit users as it is located directly adjacent to the BART station and VTA light rail.

Environmental impacts associated with implementation of the TASP were evaluated in the Final Environmental Impact Report (TASP FEIR). The TASP FEIR, certified in 2008, evaluates the environmental impacts of approximately: 1) 7,100 units of residential development; 2) 18,000 new residents; 3) 4,200 new jobs; 4) 1.0 million square feet of office space; 5) 285,000 square feet of retail space; and 6) 175,000 square feet of hotels.

[3] Federal Emergency Management Agency, 2009. FEMA Flood Map Service Center (map). Website: msc.fema.gov/portal/search?AddressQuery=2001%20Tarob%20Court%2C%20Milpitas#searchresultsanchor (accessed June 14, 2019).

[4] Milpitas, City of, 1994. *City of Milpitas General Plan*. December.


Project Site
Project Vicinity
Project Location
Fremont
Palo Alto
Milpitas
Sunnyvale
Santa Clara
San Jose
Alum Rock
Campbell
Saratoga
Los Gatos
Wayne
North Valley
Southwestern
Costco
Target
Kohl's
Home Depot
Great Mall
Parc Metro East
Brookfield Commons
Brokaw Commons
Creighton Park
Cataldi Park
Flickinger Park
Pinewood Park
Northwood Park
Brooktree Park
Sinnott Park
Rite Aid
Murphy Park
Yellowstone Park
Ben Rodgers Seat Park
Morrill Middle School
Laneview Elementary School
John Sinnott Elementary School
Pearl Zanker Elementary School
Northwood Elementary School
Brooktree Elementary School
St John The Baptist School
Big Lots
Murphy School
Montague Expy
Great Mall Pkwy
Landess Ave
Trade Zone Blvd
Fortune Dr
Concourse Dr
Ames Ave
Montague Expy
Nimitz Fwy
Sinclair Fwy
Dempsey Rd
S Milpitas Blvd
Gibraltar Dr
Gibraltar Ct
Ringwood Ave
Lundy Ave
Automation Pkwy
McCarthy Blvd
W Calaveras Blvd
Turquoise St
Vista Way
Yosemite Way
Montague Ct
Watson Ct
Tarob Ct
Lundy Pl
Sango Ct
Houret Dr
Cadence Ln
Delano St
Centre Pointe Dr
Ede Ln
Curtis Ave
Comet Dr
Parc Place Dr
East Ln
Hammond Way
S Main St
S Abel St
Thompson St
Barber Ln
Machado Ave
Alvarez Cmn
Cielo Lindo Cmn
Sylvia Ave
Coming Ave
Juniper Dr
Ethyl St
S Abbott Ave
Momentum Dr
Summerfield Dr
W Capitol Ave
Stella Way
Sunrise Way
Stardust Way
Moonlight Way
Centria Ln
Fallen Leaf Dr
Greentree Way
Lonetree Ct
Pinewood Way
Blue Spruce Way
Stanlite Dr
Cottonwood Dr
Buckeye Dr
camore Dr
Canal St
McCandless Dr
Lee Way
Currlin Cir
Tarob Loop
Amalfi Loop
Garden St
Falcon Dr
Pipet Dr
Milpitas Loop at Montague
E Trimble Rd
Poplarwood Way
Northwood Dr
Alderwood Dr
Lakewood Dr
Rosario Dr
Via Encinitas
Via del Sol
Via Montez
Fallwood Ln
Posthwood Dr
Amberwood Ln
Capewood Ln
Kermath Dr
Junewood Ave
Morrill Ave
Cropley Ave
Largo Dr
Camargo Dr
Cohansey Dr
Swanston
Tobin Dr
Valhalla Dr
Babe Ruth Dr
Daltrey Dr
Trudeau Way
Kesey Ln
Bethany Ave
Cataldi Dr
Wexford Dr
Garvey Pl
Agua Vista Dr
Middleton Cir
Mignon Dr
Peachwood Dr
Lucena Dr
Longford Dr
Camino del Rey
Caprillo Ave
Greengate Dr
Old Stone Way
Hostetter Rd
N Capitol Ave
Zonia Cir
Four Oaks Rd
Fuller Dr
Four Oak Cir
Emerald Hills Cir
Woodranch Rd
Sierra Rd
Ramish Dr
Aberford Dr
Tourney Dr
Turrett Dr
Mich Bliuf Dr
Tofts Dr
Pembroke Dr
Hikido Dr
Donohue Dr
Goldenlake Rd
Braebridge Rd
Prelude Dr
Meadow Ridge Cir
Townsend Ave
Vinci Ct
Newport Ave
Flickinger Ave
Royaltree Cir
Shadowtree Dr
Coraltree Pl
Ramstree Dr
Goldentree Dr
Silvertree Dr
Shade Tree Ln
Oak Flat Rd
Raleigh Pl
Ridgetree Way
Fallingtree Dr
Minuet Dr
Countrybrook
Lagoon Way
Tradan Dr
N Star Cir
Beech Cir
Cropley Ave
Creekside Dr
Westwood Dr
Attleberry Ln
Seacrest Ln
Del Franco St
Oakland Rd
Club Dr
Fountain Ct
Rincon Cir
Namo Dr
Arroyo Dr
Westo Dr
Ringwood Ct
Fumia Ct
Wayne Ave
McKay Dr
Avenida Benito Ct
Birchmeadow Ln
Willow Ln
Lakeshore Cir
Fairbanks Cir
Rose Cir
Murphy Ave
Nobu Dr
Adorfo Dr
Deluca Dr
Morse Dr
Springs Cir
Ringwood Ave
Talinan Dr
Sajak Ave
Oakland Rd
Parkmeadow Dr
Oyama Dr
Frost Dr
Gordy Dr
Lundy Ave
Leaf Rose Cir
Autumn Gold Dr
Croner Pl
Doxey Dr
Doxey Pl
Rue Avati
Shumaker Way
Fullko Dr
Golden Rain Rd
Donohue Dr

LSA

FIGURE 2

0 250 500
FEET

N

Project Site

SOURCES: GOOGLE EARTH, 8/9/18; LSA, 2019.

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2001 Tarob Court Project

Aerial Photograph and Project Site and Surrounding Land Uses

PROPOSED PROJECT

This section provides a description of the residential development project proposed for the project site as identified in the materials provided by the True Life Companies (the project applicant) dated May 2019. The project applicant proposes to demolish the existing building and pavements on the site, and construct a four-story building with a total of 40 residential units as well as associated landscaping and open space, parking and circulation, and infrastructure improvements. Figure 3 depicts the proposed site plan for the project.

The TASP FEIR evaluated the environmental impacts associated with implementation of the TASP within which the proposed project would be located. Table AA shows the housing units and population assumptions evaluated within the TASP FEIR, the number of approved units and under construction units and inclusion of the proposed project. As shown, the development associated with the proposed project is within the amount of growth evaluated and cleared within the TASP FEIR.

Table AA: Existing and Proposed Housing Units and Population within the TASP Area

	Evaluated Within the TASP FEIR	Approved	Proposed Project	Remaining Development Available
Housing Units	7,109[a]	6,875[b]	40	234
Population	17,915[a]	17,325[b]	100[b]	590[b]

Source: Lillian Hua, Associate Planner, City of Milpitas (April 2019).

[a] Milpitas, City of, 2008. Final Transit Area Specific Plan EIR.

[b] Estimated population associated with approved units, under construction units, and the proposed project was determined by using the residents per unit evaluated within the TASP FEIR (17,915 residents/7,109 units = 2.52 residents per unit).

Residential Development

The proposed project would result in the construction of 40 residential apartment units within three stories above a single-story parking garage, at a density of 32.8 dwelling units per acre. The unit mix would consist of 18 two-bedroom units ranging in size from 1,277 to 1,470 square feet, and 22 three-bedroom units ranging in size from 1,482 to 1,520 square feet. Six of the units would be designated as below market rate units. Figures 4 through 6 depict conceptual floor plans for the proposed project.

The proposed project would consist of a single building with residential units surrounding an open-air courtyard located above a ground floor parking garage. As shown in Figure 4, the ground floor would include an approximately 180-square-foot residential lobby at the northern corner of the courtyard in the center of the project site. As shown on Figure 5, an approximately 1,704-square-foot terrace would be located on the second floor at the northern end of the building. In addition, each of the residential floors would include private storage units. As noted above, the proposed building would consist of four floors and would be approximately 55 feet in height. Conceptual building elevations are shown in Figures 7 and 8.

Open Space and Landscaping

The proposed project would include a total of 0.44 acres of common open space and landscaped areas. A total of approximately 0.30 acres would consist of private common open area space for use by project residents. As shown in Figure 3, private open space would consist of the interior courtyard on the ground level of the proposed building and a walking path and landscaping along the southern portion of the building, including within the existing public utility easement. The interior courtyard would include seating areas and landscaping that would be screened from the parking garage by a dense row of columnar bamboo around each side. A designated walkway would connect the interior courtyard with the walking path and landscaping mentioned above. The remaining 0.14 acres of open space on the project site would consist of landscaped areas generally located in the northern portion of the site. A conceptual landscape plan is shown in Figure 9.

Access, Circulation, and Parking

Access to the project site would be provided by a driveway from Tarob Court at the northern corner of the project site. The driveway would provide access to an internal 26-foot access drive lane and fire lane, which would include a fire engine/garbage truck turnaround that would connect to the ground-level internal parking garage. The parking garage would provide 60 automobile parking spaces, including 27 compact parking spaces and one accessible parking space. An additional 14 automobile parking spaces would be provided along the access drive lane, including two compact spaces, one accessible parking space, and one electric vehicle parking space.

Utilities and Infrastructure

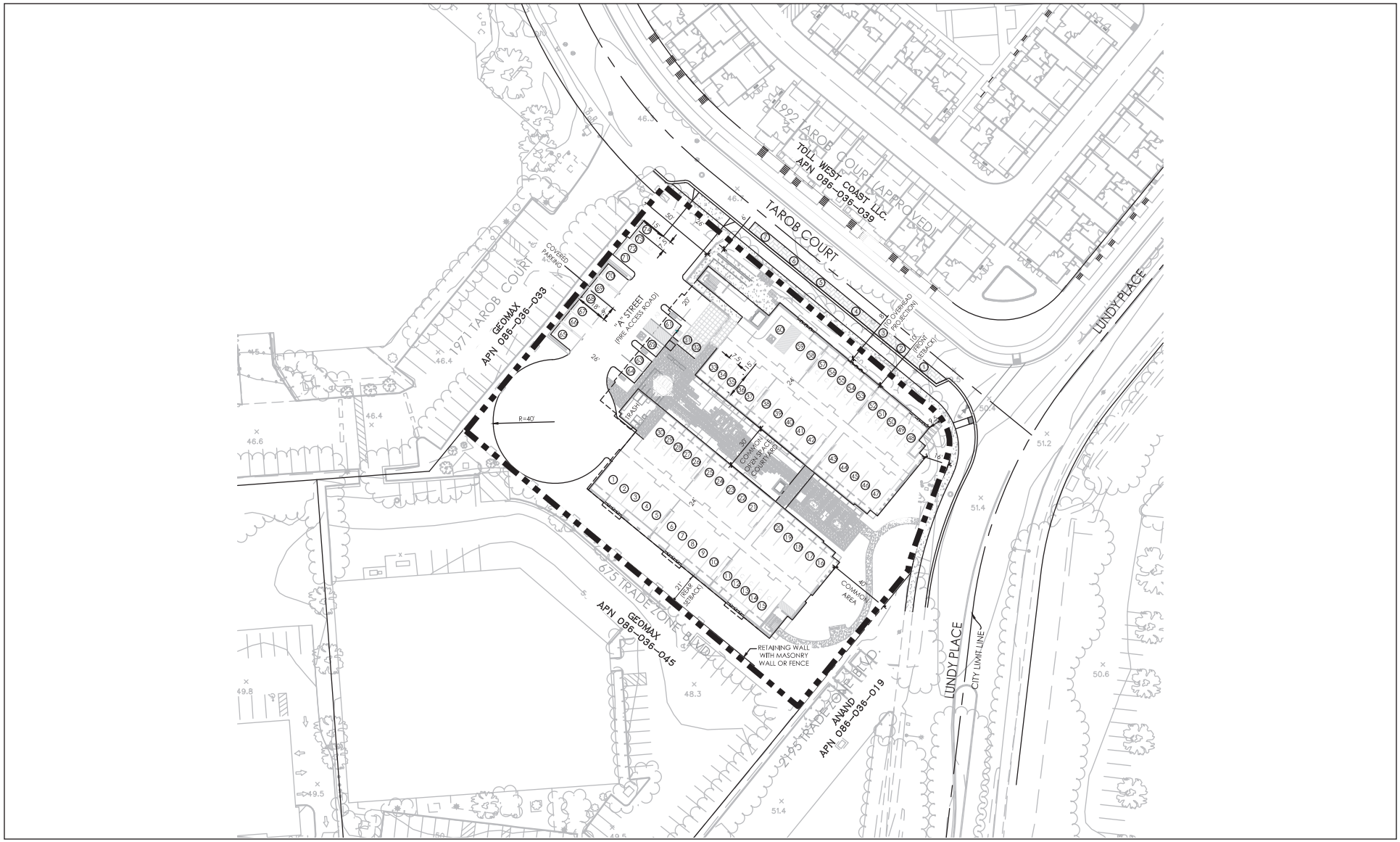
The project site is located in an urban area and is currently served by existing utilities, including: water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. The majority of existing utilities within the boundary of the project site would be removed. Existing and proposed utility connections are discussed below.

Water

Water service in the City of Milpitas is provided by the Santa Clara Valley Water District (SCVWD). The proposed project includes the removal of all existing utilities within the project site. New water 8-inch lines within the project site would connect to existing service connections and the existing 12-inch main located within Tarob Court.

Wastewater

The San José/Santa Clara Water Pollution Control Plant (WPCP) provides wastewater treatment for Milpitas. The City of Milpitas maintains existing sanitary sewer lines within the vicinity of the site, including an 8-inch line located along Tarob Court. The proposed project includes the installation of a new on-site 8-inch wastewater line that would connect to the City's existing line.



LSA

FIGURE 3

0 60 120
FEET

N

Project Site

SOURCES: TRUE LIFE, WOOD RODGERS, MARCH 2019,

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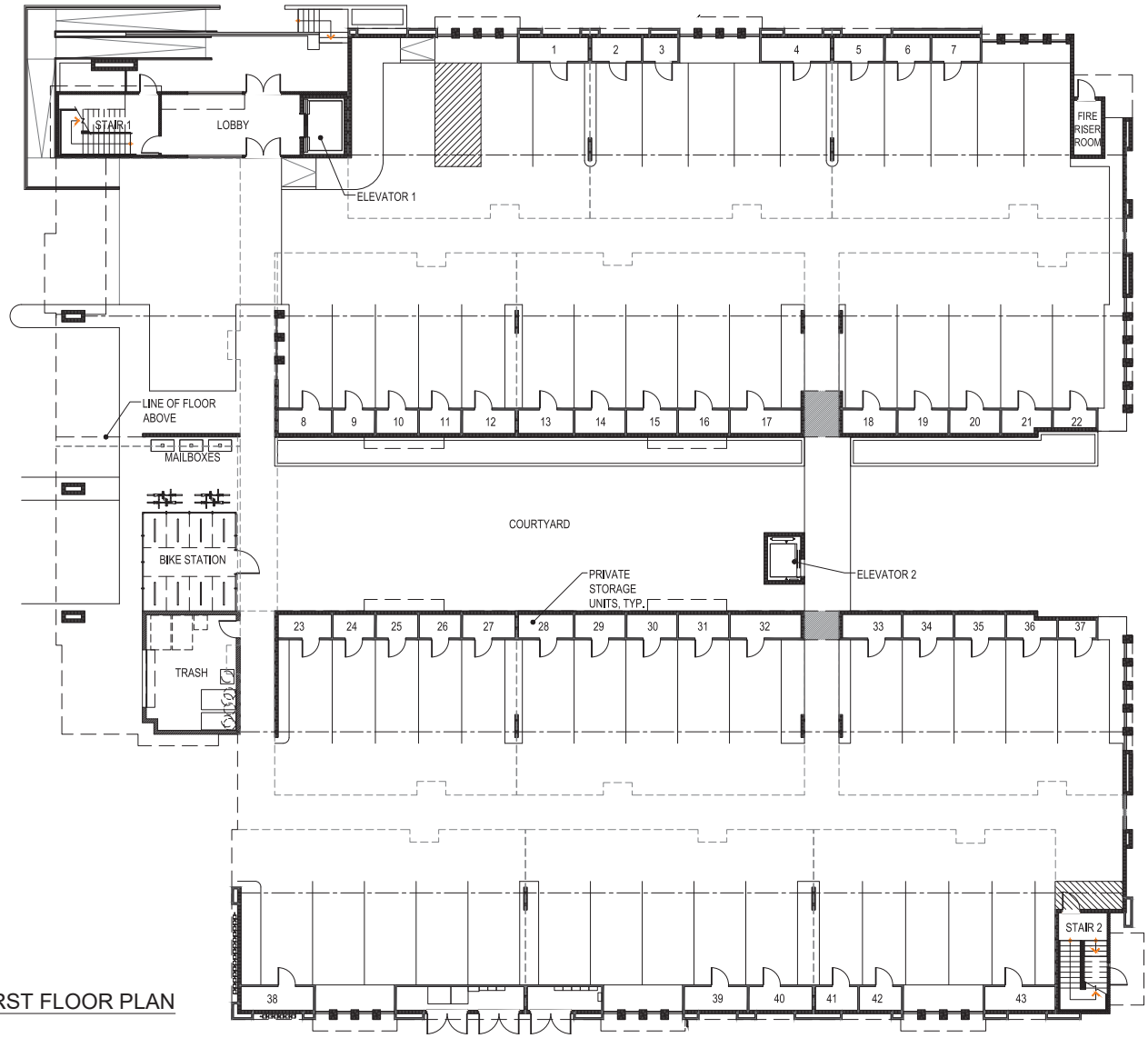
2001 Tarob Court Project
Conceptual Site Plan



FIRST FLOOR PLAN

LSA

FIGURE 4

0 16 32
FEET

SOURCES: TRUE LIFE; SDG ARCHITECTS, MARCH 2019,

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2001 Tarob Court Project
Conceptual First Floor Plan

LSA

FIGURE 5

0 16 32
FEET

SOURCES: TRUE LIFE; SDG ARCHITECTS, MARCH 2019,

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2001 Tarob Court Project
Conceptual Second Floor Plan

LSA

FIGURE 6

0 16 32
FEET

SOURCES: TRUE LIFE; SDG ARCHITECTS, MARCH 2019,

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2001 Tarob Court Project
Conceptual Third and Fourth Floor Plan

North Elevation

West Elevation

LSA

FIGURE 7

NOT TO SCALE

SOURCES: TRUE LIFE; SDG ARCHITECTS, MARCH 2019.

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2001 Tarob Court Project

Conceptual Elevations - North and West

South Elevation

East Elevation

LSA

FIGURE 8

NOT TO SCALE

SOURCES: TRUE LIFE; SDG ARCHITECTS, MARCH 2019.

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2001 Tarob Court Project
Conceptual Elevations - South and East

LSA

FIGURE 9

0 20 40
FEET

N

TREE MATRIX
TOTAL EXISTING TREES ON SITE: 34
TOTAL EXISTING TREES TO BE REMOVED: 34
TOTAL PROPOSED NEW TREES: 40

SOURCES: TRUE LIFE; R3 STUDIOS; SDG ARCHITECTS, MARCH 2019.

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Stormwater

The proposed project would connect to the existing 12-inch municipal storm drain located at the northwest corner of the project site. The proposed project would include pervious pavers throughout the interior access driveway.

Electricity and Natural Gas

Electricity and natural gas services to the site are provided by Pacific Gas and Electric Company (PG&E). Existing underground utility connections and gas mains provide electricity and gas to the project site. The project includes removal of all existing utilities and would require the construction of new electricity and gas connections to serve the project. New electrical lines (servicing the project only) would be installed underground and connect to the existing joint trench box in the northern corner of the project site.

Demolition, Grading, and Construction

Development of the project would result in the demolition of the existing structure and pavement. A total of approximately 1,410 cubic yards of soils would be excavated and exported from the project site, and approximately 5,600 cubic yards would be filled on the project site to raise the site by approximately 4.5 feet to comply with the City's Flood Ordinance and create a level pad.

Construction of the proposed project is anticipated to occur over approximately 16 months, starting in April 2020 and ending in August 2021.

AMENDMENTS AND PERMITS

The following approvals and permits would be required for development of the proposed project:

- Site Development Permit
- Demolition Permit
- Building Permit
- Tentative Map

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ATTACHMENT B

ENVIRONMENTAL CHECKLIST
PURSUANT TO CEQA GUIDELINES SECTION 15168

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ATTACHMENT B
ENVIRONMENTAL CHECKLIST
PURSUANT TO CEQA GUIDELINES SECTION 15168

CEQA Guidelines 15168(c)(4) recommends using a written checklist or similar device to confirm whether the environmental effects of a subsequent activity were adequately covered in a program EIR. This checklist confirms that the 2001 Tarob Court Project is within the scope of the Transit Area Specific Plan[1] Final Environmental Impact Report[2] (TASP FEIR) and will have no effects and no new mitigations are required, and as such, the City can approve the 2001 Tarob Court Project as being within the scope of the TASP and covered by its FEIR and no new environmental document is required. Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15168, the 2001 Tarob Court Project is exempt from further review under CEQA.

1. AESTHETICS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion

Scenic Vistas

The project site is not located within a scenic viewshed or along a State Scenic Highway or other scenic highway. Flat topography and existing urban development constrain scenic vistas in the vicinity of the project site. Intermittent views of the Milpitas foothills to the northeast are available from the project site only when viewed from the northern edge of the project site. No on-site parks, open space lands or public lands adjacent to or in the vicinity of the proposed project have views of the foothills.

[1] Milpitas, City of, 2008a. *Milpitas Transit Area Specific Plan*. June. Amended December 2011.
[2] Milpitas, City of, 2008b. *Milpitas Transit Area Specific Plan Final Environmental Impact Report*. May.

Furthermore, as described in the TASP FEIR, the City's visual resources are outside of the TASP Area. Additionally, the proposed project would be required to comply with TASP policies and design standards related to scenic vistas. Therefore, the impacts associated with the proposed project would not result in new impacts to scenic vistas or substantially increase the severity of the less-than-significant impacts to scenic vistas identified in the TASP FEIR.

Scenic Resources

The only scenic resources located within the TASP Area are street trees located on McCandless Drive, approximately 0.5 miles west of the project site. There are no scenic resources located on the project site. Additionally, the City's Tree and Planting Ordinance (Ord. 201.1) protects significant trees and heritage trees throughout the City. Therefore, the impacts associated with the proposed project would not result in new impacts to scenic resources or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Visual Character

The TASP aims at improving the existing aesthetic value of the TASP Area and calls for new parks, trails, landscape buffers, and other design policies that would result in the enhancement of the visual character of the TASP Area. The TASP includes specific design standards to create a unified appearance to the TASP Area, consistent setbacks, landscaped buffers, street trees, and parks, which the TASP FEIR analyzed. The proposed project would conform to these design standards by providing street landscaping and landscaped setback areas.

The TASP allows buildings in the R3-TOD district up to 75 feet in height and requires a density of 21-40 dwelling units per acre. The proposed project would include construction of a four-story building that would be approximately 55 feet in height with a density of approximately 33 dwelling units per acre. Therefore, the proposed project would meet the building height limits and density standards set for in the TASP design standards, and would not conflict with zoning or other regulations governing scenic quality.

Light and Glare

Redevelopment of the TASP Area would result in the introduction of new sources of light and glare on the project site. As discussed in the TASP FEIR, development standards and policies would limit new sources of light and glare in the TASP Area. To minimize potential light and glare impacts, the proposed project would implement and be consistent with TASP development standards that address street and outdoor lighting. Therefore, the proposed project would not create impacts related to light and glare that would be new or more significant than those analyzed in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- Development Standard: Utilities shall be underground or in subsurface conduits and accessible.

Conclusion

The TASP FEIR adequately evaluated the potential aesthetic impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

2. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion

The TASP FEIR did not analyze impacts to agricultural resources as the TASP Area is urban without any agricultural or forest land uses in the area or vicinity. The project site, located within the TASP Area, is also not used for agriculture. The Santa Clara County Important Farmland 2012 map designates lands within the TASP Area, including the project site, as "Urban and Built-Up Land." Thus, the TASP and the proposed project would have no impacts on agriculture or forestry resources.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was

certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Conclusion

The TASP FEIR adequately evaluated the agriculture and forestry impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

	New Potentially Significant Impact	New Mitigation Required	Less Than Significant Impact	No New Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Discussion

Clean Air Plan Consistency

An air quality plan describes air pollution control strategies to be implemented by a city, county, or region classified as a non-attainment area. The main purpose of an air quality plan is to bring an area into compliance with the requirements of federal and State air quality standards.

The Bay Area Air Quality Management District (BAAQMD) guidelines were referenced to determine if a project would conflict with or obstruct implementation of an applicable air quality plan, which for the TASP FEIR was the 2005 Bay Area Ozone Strategy.[3] In forecasting future stationary and mobile source emissions and preparing the regional air quality plan, the BAAQMD uses growth projections prepared by ABAG. The BAAQMD based its 2005 Bay Area Ozone Strategy on population projections in the 2003 ABAG Projections.[4] The TASP FEIR found that population increases in the City are anticipated to exceed population increases accounted for by the 2003 ABAG Projections, thus resulting in a significant and unavoidable impact (Impact 3.6-1) related to consistency with the applicable federal Environmental Protection Agency (EPA) Clean Air Plan.

[3] Bay Area Air Quality Management District, 2006. *Bay Area 2005 Ozone Strategy*.

[4] Association of Bay Area Governments, 2003. *Projections 2003*.

The BAAQMD's current Clean Air Plan is the 2017 Clean Air Plan, which was adopted on April 19, 2017. The 2017 Clean Air Plan is a comprehensive plan to improve Bay Area air quality and protect public health. The 2017 Clean Air Plan defines control strategies to reduce emissions and ambient concentrations of air pollutants; safeguard public health by reducing exposure to air pollutants that pose the greatest heath risk, with an emphasis on protecting the communities most heavily affected by air pollution; and reduce greenhouse gas emissions to protect the climate. Consistency with the Clean Air Plan can be determined if the project does the following: 1) supports the goals of the Clean Air Plan; 2) includes applicable control measures from the Clean Air Plan; and 3) would not disrupt or hinder implementation of any control measures from the Clean Air Plan.

The proposed project would locate future residents within walking distance of public transportation, jobs, restaurants, and services. Implementation of the TASP includes policies that address transportation and land use that are consistent with the Clean Air Plan. TASP Policy 3.21 would provide continuous pedestrian sidewalks and safe bike routes throughout the TASP Area; Policy 3.22 encourages walking and biking routes to schools and major destinations; and Policy 3.33 requires new development within the TASP Area to provide incentives for alternative modes of transit, which support the Clean Air Plan. The proposed project would develop high-intensity, transit oriented residential development and would result in a building density at the project site that is similar to what was evaluated in the TASP FEIR. In addition, the population and housing units included in the proposed project would fall within the total development anticipated by the TASP FEIR, as mentioned in Section 10, Land Use and Planning. Therefore, implementation of the proposed project would not substantially increase population, vehicle trips, or VMT.

The TASP FEIR identified measures to reduce air emissions such as encouraging the use of pedestrian walkways and bikes, and designing streets for slower speeds, but concluded that air quality impacts would be significant and unavoidable. The project would implement the TASP measures and would not increase the previously-identified impacts. Thus conclusions about compliance with the Clean Air Plan in the TASP FEIR remain applicable to the project.

Regional Air Pollutant Emissions

The TASP FEIR indicates that the development of projects under the TASP could further contribute to non-attainment of air quality standards. The TASP FEIR also identified that buildout of the TASP could place sensitive land uses (land uses that could house sensitive receptors) near local intersections or roadways associated with air pollutant emissions that exceed (worsen) State or federal ambient air quality standards.

The 2001 Tarob Court Project would result in redevelopment of the site with new residential uses, similar to what the TASP envisioned. The new uses would result in mobile air quality impacts from increased vehicle trips to and from the project site and air quality impacts such as emissions generated from the use of landscaping equipment and consumer products. Emission estimates for operation of the project were calculated using CalEEMod. Model results are shown in Table BA.

The results shown in Table BA indicate that the proposed project would not exceed the significance criteria for annual ROG, NO_2, PM_{10} or $PM_{2.5}$ emissions; therefore, implementation of the proposed project would not have a significant effect on regional air quality and mitigation would not be

required. Therefore, the proposed project would not result in any new or more significant regional or local air quality impacts than described and evaluated in the TASP FEIR.

Table BA: Project Operational Emissions

	ROG	NO_x	PM_{10}	$PM_{2.5}$
Pounds Per Day				
Area Source Emissions	1.1	<0.1	<0.1	<0.1
Energy Source Emissions	<0.1	0.1	<0.1	<0.1
Mobile Source Emissions	0.3	1.2	0.5	0.1
Total Emissions	**1.5**	**1.3**	**0.5**	**0.2**
BAAQMD Thresholds	54.0	54.0	82.0	54.0
Exceed Threshold?	**No**	**No**	**No**	**No**
Tons Per Year				
Area Source Emissions	0.2	<0.1	<0.1	<0.1
Energy Source Emissions	<0.1	<0.1	<0.1	<0.1
Mobile Source Emissions	0.1	0.2	0.1	<0.1
Total Emissions	**0.3**	**0.2**	**0.1**	<0.1
BAAQMD Thresholds	10.0	10.0	15.0	10.0
Exceed Threshold?	**No**	**No**	**No**	**No**

Source: LSA (April 2019).

Construction-Related Impacts

Construction activities would cause temporary adverse effects on local air quality. Construction activities such as earthmoving, construction vehicle traffic and wind blowing over exposed earth would generate exhaust emissions and fugitive particulate matter emissions that affect local and regional air quality. Construction activities are also a source of organic gas emissions. Solvents in adhesives, non-water-based paints, thinners, some insulating materials, and caulking materials would evaporate into the atmosphere and would participate in the photochemical reaction that creates urban ozone. Asphalt used in paving is also a source of organic gases immediately after its application. Construction dust could affect local air quality at various times during construction of the project. The dry, windy climate of the area during the summer months creates a high potential for dust generation when, and if, underlying materials are exposed to the atmosphere. The effects of construction activities would be increased dustfall and locally elevated levels of particulate matter downwind of construction activity.

The TASP FEIR determined that construction of projects associated with the TASP would be less than significant with compliance with the BAAQMD's basic construction mitigation measures and TASP policies.

Construction emissions were estimated for the project using the California Emissions Estimator Model (CalEEMod) version 2016.3.2, consistent with BAAQMD recommendations. Construction of the proposed project is anticipated to occur over approximately 16 months, starting in April 2020 and ending in August 2021. Construction-related emissions are presented in Table BB. CalEEMod output sheets are included in Appendix A.

Table BB: Project Construction Emissions in Pounds Per Day

Project Construction	ROG	NO_x	Exhaust PM_{10}	Fugitive Dust PM_{10}	Exhaust $PM_{2.5}$	Fugitive Dust $PM_{2.5}$
Average Daily Emissions	2.5	10.8	0.5	0.7	0.5	0.3
BAAQMD Thresholds	54.0	54.0	54.0	BMP	82.0	BMP
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Source: LSA (April 2019).

As shown in Table BB, construction emissions associated with the project would be less than significant for ROG, NO_x, $PM_{2.5}$, and PM_{10} exhaust emissions. Therefore, construction of the proposed project would result in similar construction-related, short-term air quality impacts as those impacts identified in the TASP FEIR. The BAAQMD requires the implementation of the BAAQMD's Basic Construction Mitigation Measures to reduce construction fugitive dust impacts to a less-than-significant level. These recommendations will be included in the conditions of approval for the proposed project:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt tracked-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
- Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- A publicly-visible sign shall be posted with the telephone number and person to contact at the City of Milpitas regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

With implementation of these project conditions of approval, construction of the proposed project would result in similar construction-related, short-term air quality impacts as those impacts identified in the TASP FEIR. In addition, implementation of TASP Policy 5.16 would reduce construction-related air quality impacts; therefore, the proposed project would also not result in any new or more significant construction-related air quality impacts than were evaluated in the TASP FEIR. This impact would remain less than significant.

Localized Carbon Monoxide Impacts

The TASP FEIR identified that implementation of the TASP would have the potential to affect carbon monoxide concentrations along surface streets and near stagnation points such as major highways and heavily traveled and congested roadways. This increase in traffic would not only add more vehicles on the road but the increased congestion would cause existing non-project traffic to travel at slower, more polluting speeds. The TASP FEIR evaluated CO concentrations based on the BAAQMD's methodology for manual calculation of CO concentrations to estimate the impact of project traffic on existing and future carbon monoxide concentrations at intersections in and around the TASP Area.

The TASP FEIR found that background carbon monoxide levels are projected to be significantly lower in 2030 due to improvements in the automobile fleet, attrition of older, high-polluting vehicles, and improved fuel mixtures. Despite the addition of project and cumulative traffic, carbon monoxide concentrations at the intersections would decrease from existing to TASP buildout conditions (2030). This would be due to the beneficial effects of ongoing State and federal vehicle emissions reductions programs, which are expected to continue to generate reductions in average vehicle emissions of carbon monoxide per vehicle-mile-traveled for the foreseeable future. Therefore, the TASP FEIR determined that long-term increase in traffic due to development pursuant to the TASP would not violate any air quality standard or contribute to an existing or projected air quality violation in the vicinity of the planning area.

As discussed above, the proposed project would locate future residents within walking distance of public transportation, jobs, restaurants, and services. The proposed project would develop high-intensity, transit oriented residential development and would result in a building density at the project site that is similar to what was evaluated in the TASP FEIR. In addition, the population and housing units included in the proposed project would fall within the total development anticipated by the TASP FEIR, as mentioned in Section 11, Land Use and Planning. Therefore, implementation of the proposed project would not substantially increase vehicle trips and would not generate more vehicle trips than evaluated in the TASP FEIR. Therefore, impacts related to localized carbon monoxide would remain less than significant.

Local Community Risk and Hazard Impacts to Sensitive Receptors

The TASP FEIR identified a variety of pollutant or toxic air emissions, such as diesel exhaust and those from dry cleaning facilities, in addition to emissions that could be released from construction projects and operations associated with proposed projects. TASP Policy 5.23 requires project sponsors to inform future and/or existing sensitive receptors of any potential health impacts resulting from nearby sources of dust, odors, or toxic air contaminants, and where mitigation cannot

reduce these impacts. As identified in the TASP FEIR, this information could be disseminated through rental agreements, real property disclosure statements, and/or mailed notices to existing residents and property owners; and would include, but would not be limited to: location of dry cleaners, proximity to diesel emission from trucks and passenger vehicles, and light duty industrial operations.

Policy 5.25 requires an analysis of the impact on future sensitive receptors located within 500 feet of active rail lines or roadways if traffic exceeds 100,000 vehicles per day. The future Bay Area Rapid Transit (BART) and Montague Valley Transportation Authority (VTA) light rail is located approximately 750 feet northeast of the project site and would not generate harmful emissions at this distance. The roadways within 500 feet of the proposed project are Tarob Court, Lundy Place, and Trade Zone Boulevard; traffic on these roadways would not exceed 100,000 vehicles per day and therefore no further analysis is required. The proposed project does not include additional TAC sources in the project site; therefore implementation of the proposed project would not expose sensitive receptors to substantial pollutant concentrations.

Objectionable Odors

The TASP FEIR did not address potential odor impacts for the proposed project. The project would not include any activities or operations that would generate objectionable odors and, once operational, the project would not be a source of odors. Therefore, the project would not create objectionable odors affecting a substantial number of people. The proposed project would not increase impacts beyond those evaluated in the TASP FEIR and would have a less-than-significant impact related to odors.

Applicable Mitigation

Construction of the project would result in the temporary generation of fugitive dust emissions. Implementation of the project conditions of approval would ensure that construction of the proposed project would result in a less-than-significant impact. No new mitigation measures would be required.

Applicable Policies

General Plan Policies

- *Policy 3.d-G-2: Provide adequate bicycle parking and end-of trip support facilities for bicyclists at centers of public and private activity.*

- *Policy 3.d-I-9: Require developers to make new projects as bicycle and pedestrian "friendly" as feasible, especially through facilitating pedestrian and bicycle movements within sites and between surrounding activity centers.*

- *Policy 3.d-I-10: Encourage developer contributions toward pedestrian and bicycle capital improvement projects and end-of-trip support facilities.*

- *Policy 3.d-I-14: Include evaluation of bicycle facility needs in all planning applications for new developments and major remodeling or improvement projects.*

- *Policy 3.d-I-15: Encourage new and existing developments to provide end-of-trip facilities such as secure bicycle parking, on-site showers and clothing storage lockers, etc.*

- *Policy 2.b-I-2: Consider locating housing in close proximity to industrial developments where they can be served by existing city services and facilities.*

TASP Policies

- *Policy 3.21: Provide continuous pedestrian sidewalks and safe bike travel routes throughout the entire Transit Area and within development projects. New development shall install sidewalks per the street design standards in Chapter 5 [of the Specific Plan]. The City and/or private property owner shall install sidewalks in areas where they currently do not exist, and where new development is not anticipated during the Plan timeframe. City staff will review individual development applications to ensure that adequate pedestrian facilities are provided and are consistent with the Transit Area Plan's pedestrian improvements.*

- *Policy 3.22: Private development shall be encouraged to provide direct walking and biking routes to schools and major destinations, such as parks and shopping, through their property.*

- *Policy 3.27: Every resident of the Transit Area shall be able to safely walk and bike to the BART and VTA light rail stations. As projects are constructed, make sure that all the routes are continuous and designed to be attractive and safe for pedestrians.*

- *Policy 3.33: Require new development within the Transit Area to facilitate the use of alternative modes of transportation through programs such as carpool parking, the VTA's EcoPass Program, shuttles to transit stations and lunchtime destinations, assistance to regional and local ridesharing organizations, alternative work schedules, telecommuting, etc. Establish a Transportation Demand Management (TDM) program for this purpose, as described in Policy3.16.*

- *Policy 5.23: Require project sponsors to inform future and/or existing sensitive receptors (such as day care facilities, schools, nursing homes) of any potential health impacts resulting from nearby sources of dust, odors, or toxic air contaminants, and where mitigation cannot reduce these impacts.*

- *Policy 5.24: Allow only natural gas fireplaces, pellet stoves or EPA-Certified wood-burning fireplaces or stoves. Conventional open-hearth fireplaces shall not be permitted.*

- *Policy 5.16: During review of specific development proposals made to the City, sponsors of individual development projects under the Specific Plan shall implement the BAAQMD's approach to dust abatement. This calls for "basic" control measures that should be implemented at all construction sites, "enhanced" control measures that should be implemented in addition to the basic control measures at construction sites greater than four acres in area, and "optional"*

control measures that should be implemented on a case-by-case basis at construction sites that are large in area, located near sensitive receptors or which, for any other reason, may warrant additional emissions reductions (BAAQMD, 1999).

- *Policy 5.25: For new residential development that is proposed within 500 feet of active rail lines where vehicles emit diesel exhaust, or roadways where total daily traffic volumes from all roadways within 500 feet of such location exceed 100,000 vehicles per day, will, as part of its CEQA review, include an analysis of toxic air contaminants (which includes primarily diesel particulate matter (DPM)). If the results show that the carcinogenic human health risk exceeds the 10 people in a million standard for carcinogenic human health impacts established by the BAAQMD, the City may require upgraded ventilation systems with high efficiency filters, or other equivalent mechanisms, to minimize exposure of future residents.*

Conclusion

With implementation of the project conditions of approval, the proposed project would not result in significant air quality impacts. In addition, with implementation of the applicable TASP and General Plan Policies, the 2001 Tarob Court project would not create any new or worsening air quality impacts.

4. BIOLOGICAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Less Than Significant Impact	No New Impact
Would the project:				
e. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
f. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
g. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
h. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
i. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
j. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion

Protected Plants and Wildlife

As described in the TASP FEIR, the area covered by the TASP consists of land previously altered by development. The majority of the TASP Area is covered in vacant industrial lots that have been previously developed and abandoned with structures that are partially or entirely dismantled, resulting in lots with compacted soils and ruderal (plants growing among refuse) habitats. With the exception of burrowing owls, the TASP FEIR determined that there is minimal potential for special-status species to occur due to the history of development in the TASP Area.

The only record of special-status species occurring in the area is for burrowing owls. The TASP FEIR notes that development of vacant and ruderal lots could result in a loss of burrowing owls or their nests. According to the TASP FEIR, TASP Policy 5.26 would reduce potential impacts to burrowing owls to a less-than-significant level. This policy would require preconstruction surveys, buffers during breeding season, and relocation by a qualified biologist in consultation with the California Department of Fish and Wildlife (CDFW) during the non-breeding season in conformance with all

necessary State and federal permits. With implementation of this polices, the proposed project would not result in impacts related to protected plants and wildlife that are new or more significant than those analyzed in the TASP FEIR.

Riparian Habitat

As described in the TASP FEIR, the project site is located in proximity to two drainages: Lower Penitencia Creek and east channel of Penitencia Creek. While these drainages lack high-quality riparian habitat, patches of riparian habitat exist. New development in the TASP Area could result in loss or degradation of this habitat. However, as noted in Attachment A, Project Description, the project site is not located directly adjacent to either drainage and vegetation is limited to ornamental trees, shrubs, and grasses and does not contain any riparian habitat. Therefore, the project site does not support State or federal jurisdictional habitat areas or other sensitive natural communities. Therefore, the proposed project would not create impacts related to riparian habitat that are new or more significant than those analyzed in the TASP FEIR.

Federally Protected Wetlands

As the TASP FEIR states, Penitencia Creek and the east channel of Penitencia Creek and their tributaries receive protection under Section 404 of the Clean Water Act. Wetlands associated with these drainage features also potentially receive protection under Section 404.

The TASP has specific design guidelines, including setbacks that would reduce direct impacts on creeks within the TASP Area. TASP Policy 5.29 requires setbacks from creeks to be a minimum 25 feet from top of bank or from a maintenance road, if one exists. However, as noted above, the project site is not located directly adjacent to either of the drainages within the proximity of the site. The proposed project would conform to the setback requirements and other design standards provided in the TASP, and therefore would not create impacts related to wetlands that are new or more significant than those analyzed in the TASP FEIR.

Wildlife Movement Corridors

As the TASP FEIR states, nesting habitat for non-listed special-status raptor species occurs in and near the TASP Area. Many bird species use the existing ornamental trees for cover, nesting, or stop-over locations during migration, especially with the availability of water from the drainages within the TASP Area. Removal of large, mature trees can cause direct mortality to nesting birds and their young and construction disturbance can cause nest abandonment resulting in indirect loss to avian species. Raptors also could potentially use large and/or mature trees in the TASP Area for nesting. Raptors and other common birds and their nests and eggs are protected under California Department of Fish and Game Code 3503.5. The proposed project would implement TASP Policy 5.27 which would require a qualified biologist to conduct a survey that would be considered by the U.S. Fish and Wildlife Service (USFWS) and CDFW as appropriate, on a case-by-case basis in certain conditions, to determine whether a project would require avoidance procedures. Implementation of General Plan Policies 4.b-I-4 and 4.b-I-5 and TASP Policy 5.27 would reduce potential impacts to nesting raptors and other birds to less-than-significant levels. The proposed project would conform to the above policies and therefore would not create impacts related to migrating wildlife that are new or more significant than those analyzed in the TASP FEIR.

Mature Trees

The TASP FEIR does not contain a comprehensive tree survey. The TASP FEIR recognizes that the impacts of the high intensity, transit-oriented redevelopment of the area would require removal of many trees. The loss of protected trees would be a significant impact (Impact 3.8-3) that would require compensation per the City ordinances. There are 34 trees located on the project site, none of which are protected or qualify for Heritage or Specimen status. The proposed project would result in the removal of all of the trees on the project site and the planting of approximately 40 new trees. Therefore, the proposed project would not create impacts related to mature trees that are new or more significant than those analyzed in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 5.26: For any project sites that are either undeveloped or vacant and support vegetation, or project sites which are adjacent to such land, a pre-construction survey shall be conducted by a qualified biologist within 30 days of the onset of construction. This survey shall include two early morning surveys and two evening surveys to ensure that all owl pairs have been located. If preconstruction surveys undertaken during the breeding season (February 1st through July 31st) locate active nest burrows, an appropriate buffer around them (as determined by the project biologist) shall remain excluded from construction activities until the breeding season is over. During the non-breeding season (August 15th through January 31st), resident owls may be relocated to alternative habitat. The relocation of resident owls shall be according to a relocation plan prepared by a qualified biologist in consultation with the California Department of Fish and Game (CDFG). This plan shall provide for the owl's relocation to nearby lands possessing available nesting habitat. Suitable development-free buffers shall be maintained between replacement nest burrows and the nearest building, pathway, parking lot, or landscaping. The relocation of resident owls shall be in conformance with all necessary state and federal permits.*

- *Policy 5.27: To mitigate impacts on non-listed special-status nesting raptors and other nesting birds, a qualified biologist will survey the site for nesting raptors and other nesting birds within 14 days prior to any ground disturbing activity or vegetation removal. Results of the surveys will be forwarded to the U.S. Fish and Wildlife Service (USFWS) and CDFG (as appropriate) and, on a case-by-case basis, avoidance procedures adopted. These can include construction buffer areas (several hundred feet in the case of raptors) or seasonal avoidance. However, if construction activities occur only during the non-breeding season between August 31 and February 1, no surveys will be required.*

- *Policy 5.29: Per Figure 5-23 G and Tables 5-1 and 5-2 [of the Specific Plan], a minimum 25 foot setback from the top of bank of any creek or drainage channel, or from a maintenance road if one exists, shall be provided.*

Conclusion

The TASP FEIR adequately evaluated the biological resources impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

5. CULTURAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion

Historic Resources

The project site is fully developed with a light-industrial building. The existing structure is not considered a significant historic resource under the State or federal standards for historic resources. The only historic resource in the TASP Area that is listed in the City's Register of Cultural Resources is the Old Ford Motor Assembly Plant now known as the Great Mall, which is located approximately 0.6 miles north of the project site. Therefore, the proposed project would not result in impacts to buildings that are historic resources.

Prehistoric and Historical Archaeological Resources

No archaeological resources have been identified on the project site. However, as noted in the TASP FEIR, the TASP Area is considered sensitive for archaeological resources. One Native American archaeological resource, CA-SCL-593, and a prehistoric archaeological site are located adjacent to the TASP Area. Previous archaeological studies suggest that there could be an archeological complex in and around these sites that might extend into the TASP Area. The TASP FEIR also determined that there is a moderate to high likelihood that unrecorded Native American cultural resources exist on sites within the TASP Area due to early settlements along Penitencia Creek.

While subsurface cultural resources are not anticipated to be encountered with demolition and grading of the site, there is a chance that construction activities could affect previously-unidentified

archaeological resources on the project site. The TASP FEIR identifies Policy 5.34 to reduce the impacts to previously unidentified archeological resources to a less-than-significant level through construction monitoring, and if remains are found, temporary halting of construction until development of a mitigation plan and its implementation. This measure applies to the project site, the same as it applies to the TASP.

Implementation of Policy 5.34 from the TASP would reduce impacts to previously unidentified archeological resources to a less-than-significant level. Implementing the proposed project would not lead to new or more severe impacts to archaeological resources that would occur beyond those already identified in the TASP FEIR.

Disturbance of Human Remains

All development within the TASP Area must conform to State laws pertaining to the discovery of human remains. If human remains of Native American origin are discovered during project construction, the developer and/or Planning Department would be required to comply with State laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission.

Sections 21083.2 and 21084.1 of the Public Resources Code state that if any human remains are discovered or recognized in any location on the project site, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until required conditions are met. This requirement would be applicable and would reduce impacts to potential human remains to a less-than-significant level. These potential impacts would not exceed those already identified in the TASP FEIR, and the project would not result in any new or more significant impacts to cultural resources beyond those identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

Pursuant to CEQA Guidelines 15064.5 (f), if potentially significant cultural resources are discovered during ground-disturbing activities associated with project preparation, construction, or completion, work shall halt in that area until a qualified archaeologist can assess the significance of the find, and, if necessary, develop appropriate treatment measures in consultation with Santa Clara County and other appropriate agencies and interested parties. For example, a qualified archaeologist shall follow accepted professional standards in recording any find including submittal of the standard Department of Parks and Recreation (DPR) Primary Record forms (Form DPR 523) and locational information to the California Historical Resources Information Center Office (Northwest Information Center). The consulting archaeologist shall also evaluate such resources for significance per California Register of Historical Resources eligibility criteria (Public Resources Code Section 5024.1; Title 14 CCR Section 4852). If the archaeologist determines that the find does not meet the CEQA

standards of significance, construction shall proceed. However, if the archaeologist determines that further information is needed to evaluate significance, the Planning Department staff shall be notified and a data recovery plan shall be prepared.

All future development in the TASP Area will be in accordance with State laws pertaining to the discovery of human remains. Accordingly, if human remains of Native American origin are discovered during project construction, the developer and/or the Planning Department would be required to comply with State laws relating to the disposition of Native American burials, which fall within the jurisdiction of the Native American Heritage Commission (PRC Sec. 5097). Sections 21083.2 and 21084.1 of the PRC states that if any human remains are discovered or recognized in any location on the project site, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

- The Santa Clara County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and
- If the remains are of Native American origin,
    - The descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or
    - The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission

TASP Policies

- *Policy 5.32: See this policy in Section 4, Biological Resources.*
- *Policy 5.34: Any future ground disturbing activities, including grading, in the Transit Area shall be monitored by a qualified archaeologist to ensure that the accidental discovery of significant archaeological materials and/or human remains is handled according to CEQA Guidelines § 15064.5 regarding discovery of archeological sites and burial sites, and Guidelines §15126.4(b) identifying mitigation measures for impacts on historic and cultural resources. (Reference CEQA § 21083.2, 21084.1.) In the event that buried cultural remains are encountered, construction will be temporarily halted until a mitigation plan can be developed. In the event that human remains are encountered, the developer shall halt work in the immediate area and contact the Santa Clara County coroner and the City of Milpitas. The coroner will then contact the Native American Heritage Commission (NAHC) which will in turn contact the appropriate Most Likely Descendent (MLD). The MLD will then have the opportunity to make a recommendation for the respectful treatment of the Native American remains and related burial goods.*

Conclusion

The TASP FEIR adequately evaluated the potential cultural resources impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

6. ENERGY

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Discussion

The TASP evaluated energy in Section 3.12 Greenhouse Gases and Climate Change.

The TASP FEIR determined that buildout under the TASP would increase the total demand for electrical energy in the Transit Area. If current trends continue, total consumption of electrical energy would increase from 10 million to 169 million kilowatt hours (kWh), an increase of 159 million kWh of electrical power. The TASP FEIR found that reductions in GHG emissions associated with on-going energy efficient building standards are expected to achieve a reduction of 3 million metric tons of carbon dioxide equivalents Statewide by 2020. The TASP EIR indicated that emission reductions associated with existing energy efficient appliance standards are expected to result in a reduction of an additional 7 million metric tons of carbon dioxide equivalent emissions by 2020.

The TASP FEIR found that implementation of the TASP polices and other State requirements at the local level would reduce projected GHG emissions from electrical generation, which would ensure that the additional energy that homes and businesses consume will not impede achievement of the statewide reduction in emissions mandated by the California Climate Solutions Act of 2006. Therefore, the impact of increased energy consumption in the TASP was considered to be less than significant.

Construction-Period Energy Use

The anticipated construction schedule assumes that the proposed project would be built over 16 months. The proposed project would require demolition, grading, site preparation, and building activities during construction.

Construction of the proposed project would require energy for the manufacture and transportation of building materials, preparation of the site for demolition and grading activities, and building construction. Petroleum fuels (e.g., diesel and gasoline) would be the primary sources of energy for

these activities. In order to increase energy efficiency on the site during project construction, the project would restrict equipment idling times to 5 minutes or less and would require construction workers to shut off idle equipment, as required by the BAAQMD Basic Construction Mitigation Measures. Energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the State's available energy sources. Therefore, construction energy impacts would be less than significant, and no mitigation would be required.

Operational Energy Use

Energy use consumed by the proposed project would be associated with natural gas use, electricity consumption, and fuel used for vehicle trips associated with the project. Energy and natural gas consumption was estimated using default energy intensities by building type in CalEEMod. In addition, the proposed buildings would be constructed to CALGreen standards, which was included in CalEEMod. Electricity and natural gas usage estimates associated with the proposed project are shown in Table BC.

In addition, the proposed project would result in energy usage associated with gasoline to fuel project-related trips. Based on the CalEEMod analysis, the proposed project would result in approximately 236,657 vehicle miles traveled (VMT) per year. The average fuel economy for light-duty vehicles (autos, pickups, vans, and SUVs) in the United States has steadily increased from about 14.9 miles per gallon (mpg) in 1980 to 22.0 mpg in 2015.[5] Therefore, using the USEPA fuel economy estimates for 2015, the proposed project would result in the consumption of approximately 10,757 gallons of gasoline per year. Table BC, below, shows the estimated potential increased electricity and natural gas demand associated with the proposed project.

Table BC: Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Residential	164,960	346	**10,575**
Parking Structure	46,560	0	0
Parking Lot	1,960	0	0
Open Space/Landscaping	0	0	0
Total	**213,480**	**346**	**10,575**

Source: LSA (May 2019).

As shown in Table BC, the estimated potential increased electricity demand associated with the proposed project is 213,480 kWh per year. In 2017, California consumed approximately 288,614 gigawatt-hours (GWh) or 288,614,000,000 kWh.[6] Of this total, Santa Clara County consumed 17,189

[5] U.S. Department of Transportation, 2017. "Table 4-23: Average Fuel Efficiency of U.S. Light Duty Vehicles." Website: www.bts.gov/archive/publications/national_transportation_statistics/table_04_23 (accessed June 14, 2019).

[6] California Energy Commission, 2017. Energy Consumption Data Management Service. Electricity Consumption by County. Website: www.ecdms.energy.ca.gov/elecbycounty.aspx (accessed June 14, 2019).

GWh or 17,189,540,000 kWh.[7] Therefore, electricity demand associated with the proposed project would be less than 0.01 percent of Santa Clara County's total electricity demand.

In addition, as shown in Table BC, the estimated potential increased natural gas demand associated with the proposed project is 346 therms per year. In 2017, California consumed approximately 12,571 million therms or 12,571,000,000 therms, while Santa Clara County consumed approximately 445 million therms or approximately 445,979,800 therms.[8] Therefore, natural gas demand associated with the proposed project would be less than 0.01 percent of Santa Clara County's total natural gas demand.

In addition, the proposed project would result in energy usage associated with gasoline to fuel project-related trips. As shown above in Table 3, vehicle trips associated with the proposed project would consume approximately 44,369 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline.[9] Therefore, gasoline demand generated by vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California.

The proposed project would locate future residents within walking distance of public transportation, jobs, restaurants, and services. Implementation of the TASP includes policies that address transportation and land use. TASP Policy 3.21 would provide continuous pedestrian sidewalks and safe bike routes throughout the TASP Area; Policy 3.22 encourages walking and biking routes to schools and major destinations; and Policy 3.33 requires new development within the TASP Area to provide incentives for alternative modes of transit. The proposed project would develop high-intensity, transit oriented residential development. Therefore, the proposed project would support the ability to use alternative modes of transportation, would promote initiatives to reduce vehicle trips and vehicle miles traveled, and would increase the use of alternate means of transportation, which would allow for a decreased dependence on nonrenewable energy resources.

In addition, the proposed project would be constructed to CALGreen standards, which would help to reduce energy and natural gas consumption. Therefore, the proposed project would not result in the wasteful, inefficient, or unnecessary consumption of fuel or energy and would incorporate renewable energy or energy efficiency measures into building design, equipment use, and transportation. Impacts would be less than significant.

Conflict or Obstruct a State or Local Plan for Renewable Energy or Energy Efficiency

In 2002, the Legislature passed Senate Bill 1389, which required the California Energy Commission (CEC) to develop an integrated energy plan every two years for electricity, natural gas, and transportation fuels, for the California Energy Policy Report. The plan calls for the State to assist in the transformation of the transportation system to improve air quality, reduce congestion, and

7 Ibid.

8 California Energy Commission, 2017. Energy Consumption Data Management Service. Gas Consumption by County. Website: www.ecdms.energy.ca.gov/gasbycounty.aspx (accessed June 14, 2019).

9 California Energy Commission, 2017. California Gasoline Data, Facts, and Statistics. Website: www.energy.ca.gov/almanac/transportation_data/gasoline (accessed June 14, 2019).

increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators in implementing incentive programs for zero emission (ZE) vehicles and their infrastructure needs, and encouragement of urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The CEC recently adopted the 2017 Integrated Energy Policy Report.[10] The 2017 Integrated Energy Policy Report provides the results of the CEC's assessments of a variety of energy issues facing California. Many of these issues will require action if the State is to meet its climate, energy, air quality, and other environmental goals while maintaining energy reliability and controlling costs. The 2017 Integrated Energy Policy Report covers a broad range of topics, including implementation of Senate Bill 350, integrated resource planning, distributed energy resources, transportation electrification, solutions to increase resiliency in the electricity sector, energy efficiency, transportation electrification, barriers faced by disadvantaged communities, demand response, transmission and landscape-scale planning, the California Energy Demand Preliminary Forecast, the preliminary transportation energy demand forecast, renewable gas (in response to Senate Bill 1383), updates on Southern California electricity reliability, natural gas outlook, and climate adaptation and resiliency.

As indicated above, energy usage on the project site during construction would be temporary in nature. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the State's available energy sources and energy impacts would be negligible at the regional level. Because California's energy conservation planning actions are conducted at a regional level, and because the project's total impact to regional energy supplies would be minor, the proposed project would not conflict with California's energy conservation plans as described in the CEC's 2017 Integrated Energy Policy Report. Thus, as shown above, the project would avoid or reduce the inefficient, wasteful, and unnecessary consumption of energy and not result in any irreversible or irretrievable commitments of energy. Therefore, the proposed project would not result in the wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. Impacts would be less than significant. Therefore, the proposed project would not result in new or more severe impacts related to energy efficiency than were identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

[10] California Energy Commission, 2017. *2017 Integrated Energy Policy Report*. California Energy Commission. Publication Number: CEC-100-2017-001-CMF.

Applicable Policies

TASP Policies

- *Policy 5.4: New commercial or institutional buildings, or tenant improvements to commercial, industrial or institutional buildings shall follow the provisions of the City's future Green Building Ordinance. In the absence of any ordinance, all new projects should be encouraged to incorporate green building measures.*

- *Policy 5.5: Coordinate with Santa Clara County and other regional agencies to establish and implement new local regulations and standards related to greenhouse gas emissions simultaneously across the region.*

  By working together at the regional level, no one jurisdiction would bear the burden of being the first to adopt new regulations.

- *Policy 5.6: Require the use of Energy Star appliances and equipment in new residential and commercial development, and new City facilities.*

- *Policy 5.7: Require at least 50 percent of all new residential development to be pre-wired for optional photovoltaic roof energy systems and/or solar water heating.*

- *Policy 5.8: Incorporate cost-effective energy conservation measures into all buildings being constructed by the City in the Transit Area, including construction, operations and maintenance. These measures can include but are not limited to:*

  - *Energy efficient light fixtures, including solar powered systems, for streetscapes, parks, and public buildings which have limited glare and spillover;*

  - *Automatic lighting systems in public buildings and offices; and*

  - *Life-cycle costing of capital projects so that the environmental, societal, and economic costs are evaluated over the project's long-term operation.*

- *Policy 5.9: Establish a program to support energy efficiency in new private development and facilitate environmentally sensitive construction practices by:*

  - *Establishing an incentive program for projects with energy-efficient design, such as expedited permit processing;*

  - *Promoting use of products that are durable and allow efficient end-of-life disposal (recyclable);*

  - *Requiring demolition permits for structures and/or pavement exceeding 7,500 square feet to submit a report on recycled materials;*

- *Promoting the purchase of locally or regionally available materials; and*
- *Promoting the use of cost-effective design.*

Conclusion

The TASP FEIR adequately evaluated the potential impacts related to energy resulting from the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

7. GEOLOGY AND SOILS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
c. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
d. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
e. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
f. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
g. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
h. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Discussion

The information presented in this section is based on data and findings provided in the Geotechnical Investigation[11] prepared for the proposed project and geologic reports and maps by the United States Geological Survey (USGS), California Geological Survey (CGS), and others, as available.

[11] Cornerstone Earth Group, 2017. *Preliminary Geotechnical Investigation for the Tarob Court Residential Development*. November 13.

Seismicity and Seismic Hazards

Fault Rupture. Fault rupture is generally expected to occur along active fault traces that have exhibited signs of recent geological movement (i.e., within the past 11,000 years). Alquist-Priolo Earthquake Fault Zones delineate areas around active faults with potential surface fault rupture hazards that would require specific geological investigations prior to approval of certain kinds of development within the delineated area. The project site is not located within or adjacent to an Alquist-Priolo Earthquake Fault Zone. The nearest Alquist-Priolo Earthquake Fault Zone to the project site is the Crosley Fault, which is located approximately 2 miles northeast of the project site.[12,13] No known active or potentially active faults exist on the project site.[14] Therefore, the impacts associated with the proposed project would not result in new impacts related to fault rupture or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Ground Shaking. There are multiple active faults that have the potential to generate very strong ground shaking at the project site. These faults include the Monte-Vista Shannon Fault, located 1.9 miles southwest; Hayward Fault, the southeast extension of which is located approximately 2.2 miles northeast; the Calaveras Fault, located about 5.8 miles northeast; and the San Andreas Fault, located about 15 miles southwest.[15]

The Working Group on California Earthquake Probabilities and the USGS have predicted a 63 percent probability of a 6.7 magnitude (M_w, or Moment Magnitude)[16] or greater earthquake in the Bay Area region between 2007 and 2036, and a 7 percent chance California will experience an 8.0 magnitude earthquake in the next 30 years. The risk of ground shaking impacts is reduced through adherence to the design and materials standards set forth in building codes.

The City of Milpitas requires projects to comply with the 2016 California Building Code (Title 24, California Code of Regulations),[17] which provides for stringent construction requirements on projects in areas of high seismic risk based on numerous inter-related factors. It is acknowledged that seismic hazards cannot be completely eliminated, even with implementation of advanced building practices. However, the seismic design standards of the California Building Code are intended to prevent catastrophic building failure in the most severe earthquakes currently anticipated. Therefore, consistent with the findings of the TASP FEIR, compliance with the 2016 California Building Code (CBC), which is required by both the City and the State, the proposed

12 California Geological Survey, 2004. Earthquake Zones of Required Investigation, Milpitas Quadrangle. Available online at: gmw.conservation.ca.gov/SHP/EZRIM/Maps/MILPITAS_EZRIM.pdf (accessed June 14, 2019).

13 California Geological Survey, 2010. Fault Activity Map of California, 2010. Website: maps.conservation.ca.gov/cgs/fam (accessed March May 14, 2019).

14 Cornerstone Earth Group, 2017, op. cit.

15 Ibid.

16 Moment magnitude (M_W) is now commonly used to characterize seismic events as opposed to Richter Magnitude. Moment magnitude is determined from the physical size (area) of the rupture of the fault plane, the amount of horizontal and/or vertical displacement along the fault plane, and the resistance to rupture of the rock type along the fault.

17 Milpitas, City of. Code of Ordinances, Title II, Chapter 3.

project would not result in new impacts related to ground shaking or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Seismic-Related Ground Failure and Liquefaction. The potential for different types of ground failure to occur during a seismic event is discussed below.

Liquefaction Potential. Soil liquefaction is a phenomenon primarily associated with saturated soil layers located close to the ground surface. These soils lose strength during ground shaking. Due to the loss of strength, the soil may move both horizontally and vertically. In areas where sloping ground or open slope faces are present, this mobility can result in lateral spreading. Soils that are most susceptible to liquefaction are clean, loose, uniformly graded, saturated, fine-grained sands that are relatively close to the ground surface. However, loose sands that contain a significant amount of fines (silt and clay) may also liquefy.

The project site is located in an area that has been identified by the CGS as being susceptible to seismically-induced liquefaction.[18] The intent of the CGS mapping of areas susceptible to earthquake-induced liquefaction is to ensure that geotechnical consultants consider possible liquefaction hazards and perform appropriate site-specific characterization and mitigation of liquefaction hazards as outlined in the State's guiding document for seismic hazard analysis, Special Publication 117A (SP117A).[19] The Geotechnical Investigation prepared for the project, as required by the Seismic Hazard Mapping Act and CBC, addresses potential liquefaction related hazards. The Geotechnical Investigation indicates the potential for liquefaction triggering at the project site is low to very low, and that the potential liquefaction induced settlement of thin, discontinuous sand layers could result in ground surface settlement less than 0.25 inches. As discussed in SP117A, different movement for level ground sites over deep soil sites will be up to about two-thirds of the total settlement between independent foundation elements. Therefore, the Geotechnical Investigation concluded that different settlement beneath a typical residential foundation is likely to be negligible.

In addition, the Geotechnical Investigation provides site preparation (e.g., grading and fill placement) and foundation design recommendations that account for potential liquefaction induced settlement. During the design review process, the City would ensure that geotechnical recommendations are incorporated into the project designs, which would reduce potential impacts related to liquefaction. Therefore, the proposed project would not create impacts related to liquefaction that would be new or more significant than those analyzed in the TASP FEIR.

Lateral Spreading. Lateral spreading, the horizontal/lateral ground movement of relatively flat-lying soil deposits towards a free face, is typically associated with liquefaction of subsurface layer(s) near the bottom of an exposed slope. The project site is approximately 770 feet southwest of a man-made, unlined drainage channel for Penitencia Creek. Due to the distance to the site and the fact that soils encountered during explorations are mostly clays and not susceptible to liquefaction, and

18 Cornerstone Earth Group, 2017, op. cit.

19 California Geological Survey, 2008. *Special Publication 117A, Guidelines for Evaluating and Mitigating Seismic Hazards in California*. Revised and Re-adopted September 11.

therefore, the potential for lateral spreading would be low.[20] As a result, the proposed project would not create impacts related to lateral spreading that would be new or more significant than those analyzed in the TASP FEIR.

Seismic Settlement. Seismic settlement (also referred to as cyclic densification) can occur when non-saturated, cohesionless sand or gravel soil is densified by earthquake vibrations. A medium dense sand layer (likely undocumented fill) that is potentially susceptible to cyclic densification was encountered above the groundwater table in one boring location at the project site. The soil encountered at the other exploration locations is sufficiently clayey to resist cyclic densification. The anticipated total and differential ground settlement due to cyclic densification is on the order of half-an-inch, and would be less where the sand is removed or reworked for foundation construction.[21] The Geotechnical Investigation provides site preparation (e.g., grading and fill placement) and foundation design recommendations that account for potential liquefaction induced settlement.[22] During the design review process, the City would ensure that geotechnical recommendations are incorporated into the project designs, which would reduce potential impacts related to cyclic densification. Therefore, the proposed project would not create impacts related to seismic settlement that would be new or more significant than those analyzed in the TASP FEIR.

Landslides. The proposed project is located in a relatively flat area and is therefore not likely to be affected by landslides. In addition, the project site is not located in an area mapped by CGS as being susceptible to earthquake-induced landslides.[23] Therefore, the proposed project would not create impacts related to landslides that would be new or more significant than those analyzed in the TASP FEIR.

Erosion/Loss of Top Soil

The redevelopment of the project site would involve construction activities such as grading and excavation, which could result in temporary soil erosion when the disturbed soils are exposed to wind or rainfall. Because the proposed project would involve over an acre of land disturbance, it would be required to comply with the State Water Resources Control Board's Construction General Permit, which requires the preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP). Policy 5.33 of the TASP also requires construction projects that disturb 1 or more acres to prepare a SWPPP. The SWPPP would include erosion control best management practices that would minimize erosion during construction. Upon completion of construction, the project site would be covered with structures, pavement, and landscaping and would not include areas of exposed soil. Therefore, the proposed project would not create impacts related to erosion that would be new or more significant than those analyzed in the TASP FEIR.

20 Cornerstone Earth Group, 2017, op. cit.
21 Ibid.
22 Ibid.
23 California Geological Survey, 2004, op. cit.

Unstable and Expansive Soils

Unstable Soil. As previously discussed above, the project site would not be subject to liquefaction, lateral spreading, or landslides. In addition, the design and construction of the project in accordance with geotechnical recommendations would ensure these impacts would be less than significant. The proposed project would not create impacts related to unstable soil that would be new or more significant than those analyzed in the TASP FEIR.

Subsidence/Soil Collapse. Subsidence can result from the removal of subsurface water resulting in either gradual depression or catastrophic collapse of the ground surface. The proposed project would not utilize groundwater at the project site. Dewatering may be required in isolated areas of the project site during construction. Construction-related dewatering would not be expected to result in subsidence or soil collapse as the dewatering would be temporary, localized, and affect only the uppermost water-bearing zone. Therefore, the proposed project would not create impacts related to subsidence or soil collapse that would be new or more significant than those analyzed in the TASP FEIR.

Expansive Soils. Expansive soils are characterized by the potential for shrinking and swelling as the moisture content of the soil decreases and increases, respectively. The changes in soils volume can result in substantial cosmetic and structural damage to buildings and hardscape developed over expansive soils. These effects can be mitigated by moisture conditioning the expansive soil, placing non-expansive fill below slabs and foundations, designing foundations and slabs to resist ground movements associated with volume changes, supporting foundations below the zone of severe moisture change, and/or limiting moisture changes in the surficial soils by using positive drainage away from the building as well as limiting landscape watering.

The Geotechnical Investigation found that highly expansive surficial clays blanket the project site. To reduce the potential for damage to the planned structures and pavement, the Geotechnical Investigation recommends that slabs-on-grade should be supported on a layer of non-expansive fill and shallow footings should extend below the zone of seasonal moisture fluctuation. In addition, geotechnical recommendations were provided for site preparation, grading, selection/placement of engineered fill, and the design of concrete pavement, flexible asphalt pavement, drainage and landscaping, and foundation systems which account for the presence of highly expansive soil.[24] During the design review process, the City would ensure that geotechnical recommendations are incorporated into the project designs, which would reduce potential impacts related to expansive soils. Therefore, the proposed project would not create impacts related to expansive soils that would be new or more significant than those analyzed in the TASP FEIR.

Septic Tanks/Wastewater Disposal

Development of the proposed project would not involve the use of septic tanks or alternative wastewater disposal systems. Therefore, the proposed project would have no impact related to septic tanks or alternative waste water disposal systems.

[24] Cornerstone Earth Group, 2017, op. cit.

Paleontological Resources

There is the potential to encounter unidentified fossils during construction of new development. Since fossils are considered to be nonrenewable resources, such impacts would be considered significant. Adverse impacts on paleontological resource could occur when earthwork activities such as mass excavation cut into geological formations, or depths below the soil layer, which is generally 6 feet deep. The TASP FEIR determined that project-specific evaluation, monitoring during construction, temporary suspension of grading, fossil recovery in the event fossils are discovered, as identified in TASP Policy 5.35 would reduce the potential impact to such resources to less-than-significant levels. Implementing the proposed project would not lead to new or more severe impacts to paleontological resources that would occur beyond those already identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

General Plan Policies

- *Policy 5.a-I-3: Require projects to comply with the guidelines prescribed in the City's Geotechnical Hazards Evaluation manual.*

TASP Policies

- *Policy 5.33: Require construction projects that disturb one or more acres to prepare a SWPPP that, when properly implemented, would reduce or eliminate impacts on surface water quality during construction.*

- *Policy 5.35: All grading plans for development projects involving ground displacement shall include a requirement for monitoring by a qualified paleontologist to review underground materials recovered. In the event fossils are encountered, construction shall be temporarily halted. The City's Planning Department shall be notified immediately, a qualified paleontologist shall evaluate the fossils, and steps needed to photo-document or to recover the fossils shall be taken. If fossils are found during construction activities, grading in the vicinity shall be temporarily suspended while the fossils are evaluated for scientific significance and fossil recovery, if warranted.*

Conclusion

The TASP FEIR adequately evaluated the potential impacts related to geology and soils resulting from the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

8. GREENHOUSE GAS EMISSIONS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Discussion

The TASP FEIR found that the primary sources of greenhouse gas (GHG) emissions related to urban development in the TASP Area are anticipated to continue to be from combustion of fossil fuels by motor vehicles and from electric power generation. Short-term impacts are anticipated from construction activity that would occur during the implementation of the TASP. Since the GHG emission rate is related to growth, the TASP promotes policies that reduce energy consumption and fuel usage by encouraging development patterns that would reduce the vehicles miles traveled (VMT) per capita and proposes a variety of actions and policies that can reduce emissions to less-than-significant levels.

The TASP FEIR found that the rate of increase in VMT would be less than the rate of increase in population due to the mixed-use and transit area nature of new development proposed under the TASP. The TASP FEIR found that while the population is expected to increase significantly in the area, a large percentage of that population would use transit options made available to them which in turn would reduce vehicle use. The TASP FEIR also found that the increase in VMT will not prevent the reduction of Statewide GHG emissions to 1990 levels.

Individual projects incrementally contribute toward the potential for global climate change on a cumulative basis in concert with all other past, present, and probable future projects. While individual projects are unlikely to measurably affect global climate change, each of these projects incrementally contributes toward the potential for global climate change on a cumulative basis, in concert with all other past, present, and probable future projects.

The TASP FEIR analyzed the potential GHG emissions that would result from buildout of the TASP. The TASP was designed to provide residential uses in proximity to retail and commercial uses and to transit, such as the BART station, to minimize the use of vehicles and generation of VMT. TASP policies also encourage the development of pedestrian friendly streets and bikeways to promote alternative forms of transportation. The proposed project would incorporate the TASP policies by: providing continuous pedestrian sidewalks and safe bike travel routes, consistent with Policy 3.21; providing direct walking routes to schools and major destinations such as retail developments consistent with Policy 3.22; encouraging children to walk to school by providing safe routes consistent with Policy 3.23; and providing bikeways and bike storage and providing parking areas

that encourage carpooling and use of low emission vehicles consistent with TASP Policies 3.28, 3.31, 3.33 and 3.34. The TASP FEIR concluded that implementation of these measures would reduce impacts from GHG emissions for the TASP to less-than-significant levels. As the proposed project would remain in compliance with these policies, the project's impact on GHG emissions would also be less than significant.

Regarding electricity consumption, the TASP FEIR found that the increase in total demand for electrical energy as a result of the TASP would be reduced to less-than-significant levels by requiring compliance with State, local, and TASP energy efficiency policies. These policies (outlined below) will ensure that the additional energy that homes and businesses consume would not impede achievement of the Statewide reduction in emissions mandated by the California Climate Solutions Act of 2006 and will ensure that the impact of increased energy consumption in the TASP Area would be less than significant. Additionally, the proposed project would encourage and support energy efficiency and green building techniques that would reduce energy-related GHG emissions, similar to the previously approved TASP FEIR.

GHG emissions estimates for the proposed project were calculated using CalEEMod and the results are shown in Table BD below.

Table BD: Operational GHG Emissions

Emissions Source Category	Operational Emissions (Metric Tons per Year)				
	CO_2	CH_4	N_2O	CO_2e	Percent of Total Project Emissions
Area	0.5	<0.1	0.0	0.5	0
Energy	50.3	<0.1	<0.1	50.6	30
Mobile	105.7	<0.1	0.0	105.8	62
Waste	3.7	0.2	0.0	9.3	5
Water	3.4	0.1	<0.1	5.6	3
Total Operational				**171.8**	**100**
BAAQMD Threshold				**1,100**	**-**
Exceed?				**No**	**-**

Source: LSA (May 2019).

As shown in Table BD above, the proposed project would not exceed BAAQMD thresholds. Therefore, implementation of the proposed project would not result in an increase in GHG emissions beyond those analyzed in the TASP FEIR and impacts would remain less than significant.

The TASP FEIR did not include an evaluation of the project's compliance with the City's 2013 Climate Action Plan which was not in place at the time the EIR was certified. The Climate Action Plan includes GHG reduction goals, policies, and actions for new and existing development projects. The proposed project includes transit oriented development in addition to the TASP policies listed below, which are consistent with the Climate Action Plan's transportation and land use goals. Therefore, the project would be in conformance with the City's Climate Action Plan.

The 2001 Tarob Court Project adheres to the building guidelines of the TASP, is consistent with the Milpitas Climate Action Plan, and promotes reductions in GHG emissions through high-density development in close proximity to transit. To reduce energy usage, the project would incorporate green building measures in compliance with CALGreen standard building measures for residential buildings and Title 24 requirements. Additionally, the proposed project would include a total of 0.44 acres of common open space and landscaped areas, following the City's standards, which would help offset GHG emissions. The proposed project would result in no new or more severe impacts related to GHG emissions than analyzed in the TASP FEIR and further analysis is not required.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 3.16: Establish and implement a travel demand management (TDM) program in order to encourage alternate modes of travel and thereby reduce automobile trips. Establish a funding mechanism to pay for the costs of the program, including the cost of a transportation coordinator to administer the program. The program would include a ride-matching program, coordination with regional ride-sharing organizations, and provision of transit information; and could also include sale of discounted transit passes and provision of shuttle service to major destinations.*

- *Policy 3.21: See this policy in Section III, Air Quality.*

- *Policy 3.22: See this policy in Section III, Air Quality.*

- *Policy 3.23: Encourage children to walk or bike to school by expanding existing safe walking and bicycling routes to schools into the Transit Area.*

- *Policy 3.28: Provide continuous bicycle circulation through the project site and to adjacent areas by closing existing gaps in bicycle lanes and bicycle routes, per Figure 3-5 [of the Specific Plan].*

- *Policy 3.31: Require provision of bicycle and pedestrian facilities such as weather protected bicycle parking, direct and safe access for pedestrians and bicyclists to adjacent bicycle routes and transit stations, showers and lockers for employees at the worksite, secure short-term parking for bicycles, etc.*

- *Policy 3.33: See this policy in Section III, Air Quality.*

- *Policy 5.6: Require the use of Energy Star appliances and equipment in new residential and commercial development, and new City facilities.*

- *Policy 5.7: Require at least 50 percent of all new residential development to be pre-wired for optional photovoltaic roof energy systems and/or solar water heating.*

- *Policy 5.8: Incorporate cost-effective energy conservation measures into all buildings being constructed by the City in the Transit Area, including construction, operations and maintenance. These measures can include but are not limited to:*

    - *Energy efficient light fixtures, including solar powered systems, for streetscapes, parks, and public buildings which have limited glare and spillover;*

    - *Automatic lighting systems in public buildings and offices; and*

    - *Life-cycle costing of capital projects so that the environmental, societal, and economic costs are evaluated over the project's long-term operation.*

Conclusion

The TASP FEIR adequately evaluated the potential impacts associated with greenhouse gas resulting from the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

9. HAZARDS AND HAZARDOUS MATERIALS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Discussion

Transport, Use, Storage, and Disposal of Hazardous Materials

The proposed project would result in demolition of the existing structure on the project site and construction of a new residential apartment building. The proposed land use would not involve transport, use, or disposal of significant quantities of hazardous materials. Generally, small quantities of hazardous materials such as paints and cleaning products would be used for routine maintenance. Therefore, a significant hazard to the public or environment through the routine transport, use, or disposal of hazardous materials would not occur and potential impacts related to operational use of hazardous materials would be less than significant.

During project construction, hazardous materials such as fuel, lubricants, paint, sealants, and adhesives would be transported and used at the project site. Consistent with the findings of the TASP FEIR, due to mandatory compliance with federal, State, and local regulations, potential impacts associated with future hazardous material use, transport, and disposal are considered less than significant and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Release of Hazardous Materials and Risk of Upset

The public and/or the environment could be affected by the release of hazardous materials from the project site into the environment, by 1) exposing workers and/or the public to potentially contaminated soil, groundwater, and vapors during construction and/or operation of the project; or 2) exposing workers and/or the public to hazardous building materials (e.g., polychlorinated biphenyls [PCBs], lead paint, asbestos) during demolition of the existing structure.

A Preliminary Soil, Soil Vapor, and Ground Water Quality Evaluation (Soil Evaluation) involving sampling and analysis of soil, groundwater, and soil vapor was performed for the project site to evaluate potential environmental concerns identified at the site, including the potential presence of residual pesticides from past agricultural land use, past use and storage of hazardous materials at the project site, and potential presence of naturally occurring asbestos and elevated metal concentrations. [25]

The soil quality data does not indicate the previous on-site activities significantly impacted soil quality at the locations sampled. Arsenic was detected at a concentration above its typical background concentration in one sample. However, this sample was collected at a depth of approximately 9 ½ to 10 feet and from what appeared to be undisturbed native soil. This arsenic detection likely reflects natural background variations.

Slightly elevated cobalt, chromium, and nickel concentrations were detected; however, these detected concentrations were below their respective residential screening criteria. Therefore, these do not appear to pose a significant human health risk concern for future commercial redevelopment. In addition, naturally occurring asbestos was not detected above laboratory reporting limits. Total chromium concentrations that were 10 times above its Soluble Threshold Limit Concentration (STLC) regulatory value. Disposal facilities typically require STLC testing for soil with total concentrations that exceed 10 times the STLC value. If this soil will require off-site disposal at a landfill or other facility during development, further testing may be required to properly determine its waste classification prior to landfill acceptance.

Total DDT was detected in one sample at a concentration exceeding its Total Threshold Limit Concentration (TTLC) regulatory value. This detection appears isolated as the other Total DDT concentrations were detected below the TTLC. Additional sampling would be conducted to determine if the excavation and stockpiling activities effect the Total DDT concentration. In addition, the detected DDD, DDE, and DDT concentrations were below their respective residential screening levels, and therefore are not expected to pose a significant health risk.

Policy 5.20 of the TASP was developed to address potential hazardous materials that could impact human health and require remediation of contaminated sites, and Policy 5.22 of the TASP requires a Risk Management Plan (RMP) to be developed for sites with known contamination issues (see the applicable TASP Policies listed below). In accordance with the requirements of Policy 5.20 of the TASP, the project applicant would be required to work with the appropriate agencies to ensure the

[25] Cornerstone Earth Group, 2018. *Preliminary Soil, Soil Vapor, and Ground Water Quality Evaluation for 2001 Tarob Court, Milpitas, California.* January 9.

project site to resolve issues related to contamination that could potentially impact future land uses in the project area. Because there is known contamination on the project site, compliance with Policy 5.22 of the TASP would require preparation of an RMP for the project to protect the health and safety of construction workers and the public.

Based on the age of the structure on the project site (constructed in 1982 after the 1978 ban on lead-based paint), the presence of lead-based paint is considered unlikely; however, it is possible that hazardous building materials such as asbestos-containing materials (ACMs) could be present in the structure. As indicated in the Code of Federal Regulations Title 16, Chapter II, Section 1303.3, the use of lead paint on industrial and commercial buildings is exempt from the ban on lead paint; therefore, lead paint may be present on the structure on the project site. Other hazardous building materials that could be present include PCB-containing materials and equipment, and mercury containing devices (e.g., fluorescent light bulbs and mercury switches).

Policy 5.21 of the TASP addresses hazardous materials that may be present in existing buildings such as asbestos, PCB's, or lead. The project would also be required to comply with Section 19827.5 of the California Health and Safety Code, which requires that local agencies not issue demolition or alteration permits until an applicant has demonstrated compliance with notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. Also required is full compliance with Title 17 and Title 8 of the California Code of Regulations, which includes work practice standards related to the evaluation and abatement of lead.

Consistent with the findings of the TASP FEIR, continued compliance with applicable local, State, and federal regulations and TASP policies, as provided below, would reduce potential exposure of people and the environment to hazardous materials associated with development of a contaminated property and demolition of older structures to a less-than significant level and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Emission of Hazardous Materials within 0.25 miles of a School

Stratford School, a private elementary school, is located at 341 Great Mall Parkway, approximately 1,500 feet north of the project site.[26] According to the TASP FEIR, it is possible that an elementary or K-8 school would be constructed in the vicinity of Houret Drive and McCandless Drive, which is approximately a quarter mile west of the project site. No other schools were identified within a quarter mile of the project site.[27]

The project would not involve the handling of acutely hazardous materials. As discussed above, the project would not handle significant quantities of hazardous materials during operation. Consistent with the findings of the TASP FEIR, due to mandatory compliance with federal, State, and local regulations, potential impacts associated with routine hazardous material use, transport, and disposal during construction are considered less than significant. Compliance with TASP policies, as provided below, and cleanup of the hazardous materials releases at the project site under the

[26] California Department of Education, 2019. California School Directory. Website: www.cde.ca.gov/schooldirectory (accessed on June 14, 2019).

[27] Ibid.

oversight of the Regional Water Board, as discussed above, would ensure that potential impacts related to hazardous emissions from demolition of the existing building and development of a contaminated property would be a less-than significant and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Hazardous Materials Site Pursuant to Government Code Section 65962.5

Although the project site is known to be impacted by releases of hazardous materials, the project site is not included on a list of hazardous materials release sites compiled pursuant to Government Code Section 65962.5. Compliance with TASP policies, as provided below, and cleanup of the hazardous materials releases at the project site under the oversight of the Regional Water Board, as discussed above, would ensure that potential impacts related to development of a contaminated property would be a less than significant, and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Aviation Hazards

The project site is located approximately 3 miles northeast of the San Jose International Airport. The project site is not located within the Airport Safety Zones or Airport Influence Area of the San Jose International Airport,[28] and is not located in the vicinity of a private air strip. Therefore, the project would not result in aviation-related hazards due to proximity to an airport and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Emergency Response or Evacuation Plan

The proposed project would comply with standard City regulations related to the provision of adequate access for emergency vehicles and secure evacuation routes. The project would not alter the existing street network; therefore, consistent with the findings of the TSP FEIR, the project would not impact the implementation of established emergency response/evacuation plans and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Wild Fire

The project site is located within a highly urbanized area that is not susceptible to wildfires. Therefore, the project would not result in impacts related to wildfires and the proposed project would not result in any new or more severe impacts than those analyzed in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

[28] Santa Clara County Airport Land Use Commission, 2016. *Comprehensive Land Use Plan, Santa Clara County, Norma Y. Mineta San Jose International Airport*. May 25.

Applicable Policies

TASP Policies

- *Policy 5.20: Property owners shall work with the City of Milpitas Fire Department, the Santa Clara County Department of Environmental Health (SCCDEH), the California Department of Toxic Substances Control (DTSC), and/or the State Water Resources Control Board (SWRCB), whichever has jurisdiction, to resolve issues related to contamination that could potentially impact future land uses in the project area. The lateral and vertical extent of contamination shall be determined, remediation activities completed, and land use restrictions implemented, as necessary, prior to the issuance of development permits on parcels with known contamination.*

- *For parcels with known contamination, appropriate human health risk assessments (HHRAs) shall be conducted based on proposed land uses by a qualified environmental professional. The HHRAs shall compare maximum soil, soil gas, and groundwater concentrations to relevant environmental screening levels (ESLs) and evaluate all potential exposure pathways from contaminated groundwater and soil. Based on the findings of the HHRAs, if appropriate, engineering controls and design measures shall be implemented to mitigate the potential risk of post-development vapor intrusion into buildings.*

- *For parcels with no identified contamination, a Phase I study shall be completed to review potential for ground water, soil, or other contamination related to previous land uses. If any potential for contamination is determined to exist that could adversely affect human health for residential uses, a Phase II level analysis shall be conducted per City, State, and Federal requirements. If contamination is found to exist, procedures for contaminated sites as described in the paragraph above shall be followed.*

- *Policy 5.21: Project applicants shall submit information to the City regarding the presence of asbestos-containing building materials, PCBs, and lead-based paint in existing buildings proposed for demolition, additions, or alterations. The information shall be verified prior to the issuance of demolition permits by the City of Milpitas Building Inspection Division for any existing structures or buildings in the project area. If it is found that painted surfaces contain lead-based paint and/or the structures contain asbestos-containing building materials, measures to ensure the safe demolition of site structures shall be incorporated into the project Demolition Plan. The Demolition Plan shall address both onsite and offsite chemical and physical hazards. Prior to demolition, hazardous building materials associated with lead-based paint and asbestos containing building materials shall be removed and appropriately disposed of in accordance with all applicable guidelines, laws, and ordinances. The demolition of buildings containing asbestos would require retaining contractors who are licensed to conduct asbestos abatement work and notifying the Bay Area Air Quality Management District (BAAQMD) ten days prior to initiating construction and demolition activities. Regarding lead-based paint, Cal-OSHA regulates all worker exposure during construction activities associated with lead-based paint. The Cal-OSHA-specified method of compliance includes respiratory protection, protective clothing, housekeeping, hygiene facilities, medical surveillance, and training.*

- *Policy 5.22: At sites with known contamination issues, a Risk Management Plan (RMP) shall be prepared to protect the health and safety of construction workers and site users adjacent to construction activities. The RMP shall include engineering controls, monitoring, and security measures to prevent unauthorized entry to the construction site and to reduce hazards outside of the construction site. The RMP shall address the possibility of encountering subsurface hazards and include procedures to protect workers and the public. The RMP shall also include procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed of in accordance with applicable regulations and permits. Protocols for the handling, transport, and disposal of both known and previously unidentified hazardous materials that may be encountered during project development shall be specified. If prescribed exposure levels are exceeded, personal protective equipment shall be required for workers in accordance with OSHA regulations. Finally, the RMP shall also include procedures for the use, storage, disposal, of hazardous materials used during construction activities to prevent the accidental release of these materials into the environment during construction.*

Conclusion

The TASP FEIR adequately evaluated the potential hazards and hazardous materials impacts of the proposed project. Therefore, potential impacts would be less-than-significant and additional mitigation is not required.

10. HYDROLOGY AND WATER QUALITY

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
i. Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	☒
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒
iv. Impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

Discussion

Water Quality Standards

Construction. Construction and demolition activities of the proposed project would involve site disturbance, grading, and excavation of soil, which could result in temporary erosion and movement of sediments into the storm drain system, particularly during precipitation events. The potential for chemical releases is present at most construction sites due to the use of paints, solvents, fuels, lubricants, and other hazardous materials associated with heavy construction equipment. Once released, these hazardous materials could be transported to nearby surface waterways in stormwater runoff, wash water, and dust control water, potentially reducing the quality of the receiving waters. The release of sediments and other pollutants during construction and demolition could adversely affect water quality in receiving waters.

The proposed project would disturb greater than 1 acre of land, and therefore would be required to obtain coverage under the Construction General Permit (State Water Board Order 2009-0009-DW).[29]

[29] State Water Resources Control Board Division of Water Quality, 2009. *Construction General Permit Fact Sheet.* 2009-0009-DWQ amended by 2010-0014-DWQ & 2012-0006-DWQ.

On-site construction activities subject to the Construction General Permit include clearing, grading, excavation, and soil stockpiling. The Construction General Permit also requires the development of a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer. A SWPPP identifies all potential pollutants and their sources, including erosion, sediments, and constructions materials and must include a list of Best Management Practices (BMPs) to reduce the discharge of construction-related stormwater pollutants. A SWPPP must include a detailed description of controls to reduce pollutants and outline maintenance and inspection procedures. Typical sediment and erosion BMPs include protecting storm drain inlets, establishing and maintaining construction exits and perimeter controls to avoid tracking sediment off-site onto adjacent roadways. A SWPPP also defines proper building material staging and storage areas, paint and concrete washout areas, describes proper equipment/vehicle fueling and maintenance practices, measures to control equipment/vehicle washing and allowable non-stormwater discharges, and includes a spill prevention and response plan. Policy 5.33 of the TASP also requires construction projects that disturb 1r more acres to prepare a SWPPP.

Temporary dewatering may be required during construction activities involving excavation. Dewatering effluent may have high turbidity and could contain contaminants. Turbid and/or contaminated groundwater could cause degradation of the receiving water quality if discharged directly to storm drains or surface water without treatment. The discharge of dewatering effluent would be subject to permits from the City of San Jose (which manages and operates the San Jose-Santa Clara Regional Wastewater Facility which treats wastewater from the project site) or the Regional Water Board, depending if the discharge were to the sanitary sewer or storm drain system, respectively. The Construction General Permit allows the discharge of dewatering effluent if the water is properly filtered or treated, using appropriate technology. If the dewatering activity is deemed by the Regional Water Board not to be covered by the Construction General Permit, then the discharger could potentially prepare a Report of Waste Discharge, and if approved by the Regional Water Board, be issued site-specific Waste Discharge Requirements (WDRs) under National Pollutant Discharge Elimination System (NPDES) regulations. If it is infeasible to meet the requirements of the Construction General Permit, acquire site-specific WDRs, or meet the City of San Jose's sewer discharge requirements, the construction contractor would be required to transport the dewatering effluent off-site for treatment and disposal.

Required compliance with State and local regulations regarding stormwater and dewatering during construction would not result in new impacts and would not substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Operation. Because the project would replace over 10,000 square feet of existing impervious surface area, the project would be required to comply with Provision C.3 requirements of the San Francisco Bay Region Municipal Regional Stormwater NPDES Permit (MRP).[30] The project would result in alteration of over 50 percent of the existing impervious surface of the project site, and therefore all new and replaced impervious surfaces would require treatment under the MRP. Provision C.3 of the MRP requires implementation of low impact development (LID) source control,

[30] San Francisco Bay Regional Water Quality Control Board, 2015. San Francisco Bay Region Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049, NPDES Permit No. CAS612008, November 19.

site design, and stormwater treatment for regulated projects. LID employs principles such as preserving and recreating natural landscape features and minimizing impervious surfaces to create functional and appealing site drainage that treats stormwater as a resource, rather than a waste product. Practices used to adhere to these LID principles include measures such as rain barrels and cisterns, green roofs, permeable pavement, preserving undeveloped open space, and biotreatment through rain gardens, bioretention units, bioswales, and planter/tree boxes. Policy 5.34 of the TASP also requires construction projects that disturb 1 or more acres to prepare a Stormwater Control Plan.

The LID stormwater controls for the proposed project would include permeable pavement, bio-retention areas, self-treating landscape areas, mechanical treatment (filtration) of runoff from asphalt pavement, and treatment of runoff using flow through planters.

Consistent with the findings of the TASP FEIR, continued compliance with applicable regulations, as described above, and TASP policies, as provided below, would not result in new impacts or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Deplete Groundwater Supplies

Dewatering may be performed during construction activities involving excavation. If performed, construction-related dewatering would be temporary and limited to areas of excavation on the project site and would not substantially contribute to depletion of groundwater supplies.

Operation of the proposed project would not involve dewatering or the use of groundwater as potable water, because potable water would be supplied to the project site by the City. The project would decrease the amount of impervious surfaces compared to the existing condition; however, as discussed in Section 7. Geology and Soils, above, impermeable membranes and sub-drains would be required to be installed below much of the proposed impervious surfaces due to the highly expansive and low permeability clay which is present throughout the project site. While the installation of impermeable membranes and sub-drains below much of the proposed impervious surfaces would prevent rainwater from infiltrating the subsurface and recharging groundwater, the majority of the project site is currently covered by impermeable surfaces; therefore the proposed project would not impede the recharge of groundwater compared to the existing condition. As a result, the proposed project would not result in new impacts to groundwater resources or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Drainage Pattern and Surface Run-Off

The project would not alter the course of a stream or river. Consistent with the findings of the TASP FEIR, compliance with applicable regulations and TASP policies, as described above and listed below, would ensure that changes to drainage patterns would result in less-than-significant impacts related to erosion and siltation.

The TASP FEIR determined that stormwater runoff would decrease with the buildout of the TASP Area, including the project site. The addition of more landscaped areas and parks would allow more precipitation to infiltrate into the ground compared with the current condition of nearly complete

coverage of impervious pavement. The TASP FEIR determined that none of the existing stormwater drainage pipelines would require expansion.

Developers are required to fund a Storm Drainage Plan for each subdistrict within the TASP Area that includes measures to reduce runoff pollutants and control pollutant sources to the maximum extent practical. Full compliance with the Santa Clara County National Pollution Discharge Elimination System (NPDES) permit guidelines for stormwater discharges and General Plan Policy 4.d.-G-1 would ensure that long-term water quality impacts would not be significant.

Flooding and Dam Failure Inundation

The project site is not located within a dam failure inundation area.[31] The project site is located in an area protected from flooding by a levee along Berryessa Creek to the northeast of the project site; however, this levee does not provide protection from a 100-year flood.[32] The project would not alter levees or dams, therefore the project would not result in flooding impacts related to dam failure or increase the likelihood of levee failure. Potential impacts of the project related to redirecting flood flows from potential levee failure along Berryessa Creek are discussed below.

The project site is located in an area designated as "Special Flood Hazard Areas Subject to Inundation By the 1 percent Annual Chance Flood" Zone AO on the current Flood Insurance Rate Map (FIRM) published by the Federal Emergency Management Agency (FEMA).[33] The Zone AO designation indicates areas that are subject to inundation by the 1-percent-annual-chance flood (also known as a 100-year flood) event with an established base flood elevation[34] or depth, and the flood depth at project site is indicated to be 1-foot.

TASP Policy 6.1 requires projects to minimize damage associated with flooding events and comply with regulations stipulated by FEMA and the National Flood Insurance Program. TASP Policy 6.2 requires new development within a FEMA-designated flood hazard zone to follow the City's construction standards for such areas, as currently laid out in Section XI-15 'Floodplain Management Regulations' of the Milpitas Municipal Code.

As noted in Attachment A, Project Description, the proposed project would raise the site by approximately 4.5 feet to comply with FEMA requirements to remove the project from the floodplain. The project would be required to apply for a Conditional Letter of Map Revision (CLOMR-F) and Letter of Map Revision (LOMR-F) based on area removal or structure removal from the effective FEMA floodplain and subsequently comply with all City floodplain ordinances.

Consistent with the findings of the TASP FEIR, the project would be required to comply with the TASP policies, which include compliance with FEMA requirements and the City of Milpitas Municipal

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31 Milpitas, City of, 1994. *General Plan, Chapter 5 – Seismic and Safety Element*.

32 Federal Emergency Management Agency, 2009. FEMA Flood Map Service Center (map). Website: msc.fema.gov/portal/search?AddressQuery=2001%20Tarob%20Court%2C%20Milpitas#searchresultsanchor (accessed June 14, 2019).

33 Ibid.

34 Base flood elevation is the regulatory requirement for the elevation or flood proofing of structures.

Code. Therefore, the proposed project would not result in new impacts related to flooding or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Inundation by Seiche, Tsunami, or Mudflow

The project site is not located in an area mapped by the California Emergency Management Agency as susceptible to tsunami inundation.[35] The project site is not located near or downgradient from water bodies (e.g., lakes or reservoirs) that could produce seiches. Seiches are not considered a hazard in the San Francisco Bay based on the basin geometry and dimensions.[36] The project site and surrounding topography is relatively flat and therefore the proposed project would not result in impacts related to mudflows (a type of landslide that occurs on slopes). Therefore, the proposed project would not result in new impacts related to inundation by tsunami, seiche, or mudflow or substantially increase the severity of impacts than those analyzed in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

General Plan Policies

- *4.d-G-1: Protect and enhance the quality of water resources in the Planning Area.*
- *4.d-I-1: Continue implementing the NPDES requirements of the Regional Water Board – this is implemented through Chapter 16 of the City's Zoning Ordinance.*

TASP Policies

- *Policy 5.33: Require construction projects that disturb one or more acres to prepare a SWPPP that, when properly implemented, would reduce or eliminate impacts on surface water quality during construction.*
- *Policy 5.34: Require construction projects that disturb one or more acres to prepare a Stormwater Control Plan, as stipulated in Provision C.3 of the Santa Clara County NPDES permit for stormwater discharges.*
- *Policy 6.1: Minimize damage associated with flooding events and comply with regulations stipulated by FEMA and the National Flood Insurance Program.*

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35 California Emergency Management Agency, 2009. Tsunami Inundation Map for Emergency Planning, Milpitas Quadrangle, July 31.

36 Borrero, et al., 2006. *Numerical Modeling of Tsunami Effects at Marine Oil Terminals in San Francisco Bay*. Report prepared for: Marine Facilities Division of the California State Lands Commission. June 8.

- *Policy 6.2: New development within a FEMA-designated flood hazard zone must follow the City's construction standards for such areas, as currently laid out in Section XI-15 'Floodplain Management Regulations' of the Milpitas Municipal Code.*

- *Policy 6.3: New development must maintain the Transit Area's urban design standards. In particular, first floor commercial space must be within two feet of the elevation of the public sidewalk.*

- *Policy 6.4: Provide storm drain infrastructure to adequately serve new development and meet City standards.*

- *Policy 6.5: Ensure that runoff in storm drains does not lower water quality within or outside of the Transit Area by implementing BMPs in new developments within the Transit Area.*

Conclusion

The TASP FEIR adequately evaluated the potential hydrology and water quality impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

11. LAND USE AND PLANNING

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Discussion

Divide an Established Community

Projects that have the potential to physically divide an established community include projects such as new freeways and highways, major arterials, streets, and railroad lines. The proposed project would develop a new residential use on the project site within the TASP Area that currently contains a light-industrial use and surface parking. The proposed project would provide public access by including public sidewalks throughout the project site that connect with the existing sidewalks along Tarob Court and Lundy Place. Bicycle and vehicle access would be provided by via Tarob Court as well. Therefore, the proposed project would not inhibit public connectivity, and would not physically divide a community. This impact would be less than significant and would be no more severe than analyzed in the TASP FEIR.

Conformance with Land Use Plans

The purpose of the TASP is to transition former industrial sites to primarily residential and commercial uses adjacent to nearby transit. Upon certification of the TASP FEIR, the City of Milpitas adopted amendments to the General Plan and Zoning Ordinance to ensure consistency between the planning documents. The TASP FEIR evaluated these new land use designations and associated policies and determined that impacts of the land use classifications and density of development conceived under the TASP would be less than significant. As described in the Project Description (Attachment A), the proposed project would be consistent with the existing land use and zoning designations for the project site.

The TASP requires that all projects proposed within the TASP Area are subject to a Site and Architectural Review in accordance with Chapter 42 of the City's Zoning Ordinance. Projects must demonstrate compliance with the TASP, including the Development Standards and Design Guidelines. In order to approve a project or variance, the City must find that "The proposed project conforms to the intent and the specific requirements of the TASP, including the Development Standards and Design Guidelines." As stated above, the proposed project would be consistent with the existing land use and zoning designations of the project site. The development associated with the proposed project is within the amount of growth evaluated and cleared within the TASP FEIR and is compatible with existing and future residential uses in the vicinity of the project site. Therefore, the density and intensity of the proposed project would not result in any new or more significant impacts regarding conformance with land use plans than those already identified in the TASP FEIR.

Land Use Compatibility

At buildout, the TASP assumes the overall urban design and development standards associated with changes to land use and zoning would contribute to fewer incompatible land uses in the TASP Area. Land uses proposed by the TASP are more compatible with the existing and proposed adjacent residential and commercial uses. In addition, the heights and densities of higher density residential and commercial uses will provide a transition toward lower density housing. Over the planning horizon, residential uses will be built in an existing industrial area. Therefore incompatible uses may be temporarily adjacent to each other until complete buildout. The TASP also includes a number of development standards to minimize potential impacts of incompatible land uses, such as setbacks, and building location and placement policies and standards. The full set of development standards can be found in Chapter 5 of the TASP. With implementation of these self-mitigating policies and standards in the TASP, the TASP FEIR concluded that no mitigation measures would be required to address potential land use impacts.

The proposed project would conform to the TASP policies as well as the development standards provided in Chapter 5 of the TASP. The proposed project would include land uses addressed by the TASP and would not result in any land use compatibility impacts that would be more severe than those analyzed in the TASP FEIR. Therefore, the proposed project would not conflict with established or planned land uses.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 3.8: Allow contiguous developments to build at higher or lower residential densities, so long as their average density falls between the designated minimum and maximum.*
- *Policy 3.9: Maintain the Midtown Plan's gross floor area policy, which excludes all areas of a building devoted to parking from FAR calculations.*
- *Policy 3.38: The open space requirements of the Midtown Milpitas Specific Plan (Policy 3.2.4) shall apply to the entire area of the Transit Area Specific Plan.*
- *Policy 5.16: See policy in Section 3, Air Quality.*
- *Policy 5.17: In all rental and sale agreements, provide disclosures to future residents about all surrounding industrial uses, including UPRR train tracks and operations and the permanent rights of such industrial uses to remain. Describe potential impacts including but not limited to: noise, groundborne and airborne vibration, odors, and use of hazardous materials.*
- *Policy 5.18: Day care facilities, schools, nursing home, and other similar sensitive receptors shall be located away from sites which store or use hazardous materials, in accordance with State and City standards. Adequate buffers to protect occupants of these sensitive uses shall be provided, including but not limited to walls, fences, landscaping, large building setbacks and additional exit routs over and above minimum code requirements.*
- *Policy 5.19: Require the installation of temporary buffers-fences, walls or vegetation-when residential uses are developed adjacent to existing industrial uses. The type of buffer must be reviewed and approved by the City Planning Department. The temporary buffers may be removed if and when the adjacent site is redeveloped as a non-industrial use.*

Conclusion

The TASP FEIR adequately evaluated the potential land use impacts of the proposed project. Therefore, potential impacts would be less-than-significant and additional mitigation is not required.

12. MINERAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Discussion

The entire TASP Area, including the project site, is located in a developed urban area that does not have mineral exploration or extraction occurring in the vicinity. In addition, the TASP Area is not designated as containing mineral resource deposits of regional importance. As such the proposed project as well as the TASP would have no impacts on mineral resources.

13. NOISE

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion

Construction-Period Impacts

The proposed project would be consistent with the buildout projected for the TASP, and would implement the policies identified in the TASP FEIR to reduce potential noise impacts to less-than-significant levels. Construction of the project would adhere to the noise standards and requirements set forth in the City's Municipal Code and General Plan. The project would implement the measures identified in the TASP for addressing noise, including providing disclosures to future residents per

Policy 5.17, and requiring temporary buffers if residents are placed next to existing industrial uses per Policy 5.19.

As described in the TASP FEIR, construction noise impacts would vary depending on proximity to sensitive receptors, the presence of intervening barriers, and the number, types, and duration of construction equipment used. Compliance with the General Plan and TASP policies would ensure that construction noise impacts would be less than significant.

The City's Noise Abatement Ordinance would restrict construction hours to between 7:00 a.m. and 7:00 p.m. The City's General Plan Policy 6-I-13 would minimize construction noise impacts by restricting the hours of operation, technique, and equipment used. Additionally, TASP Policy 5.15 requires that construction noise be mitigated to the extent feasible to reduce exposure of sensitive receptors.

The proposed project would not result in any new or more significant construction-period noise impacts than were described in the TASP FEIR. Implementation of the Noise Ordinance, the City of Milpitas General Plan, and the TASP, as included in the TASP FEIR, would reduce construction noise impacts to a less-than-significant level.

Groundborne Vibration Impacts

Construction activities are known sources of groundborne vibration. Vibration impacts could occur during construction of the proposed project, which would require the use of heavy excavation equipment, and the possible use of pile-driving equipment. To determine potential construction vibration impacts, an impact evaluation is described below.

When assessing annoyance from groundborne noise, vibration is typically expressed as root mean square (rms) velocity in units of decibels of 1 micro-inch per second. Vibration levels, different from noise levels, are written as vibration velocity decibels (VdB). However, construction vibration impacts on building structures are generally assessed in terms of peak particle velocity (PPV). Therefore, for purposes of this analysis, project-related impacts are expressed in terms of PPV.

Typical groundborne vibration levels measured at a distance of 25 feet from heavy construction equipment in full operation, such as vibratory rollers, range up to approximately 0.210 PPV. Based on the Federal Transit Administration (FTA) data, large bulldozers generate 0.089 PPV at 25 feet and small bulldozers generate 0.003 PPV at 25 feet. Loaded trucks generate 0.076 PPV at 25 feet, an impact pile driver generates 0.644 PPV at 25 feet, and a sonic pile driver generates 0.170 PPV at 25 feet. Except for the impact driver, these vibration levels would not be expected to cause damage to residential buildings of typical northern California construction.

As stated in the TASP FEIR, the proposed project would develop residential uses and therefore could expose sensitive receptors to unacceptable levels of groundborne vibration, specifically from operation of the VTA light rail line and BART trains along the proposed BART expansion into the TASP Area. The nearest proposed residential uses would be approximately 750 feet from the future BART/VTA light rail line.

The Santa Clara Valley Transit Authority's BART Expansion SEIR indicated that vibration impacts at existing receptors in the Planning Area and within 100 feet of the proposed tracks would be mitigated to a less-than-significant level (less than the 72 VdB significance threshold for frequent events affecting Category 2 land uses) by either using a floating slab track or by using tire derived aggregate under ballasted track.[37] As this mitigation would reduce vibration at the source, future residential uses proposed along the BART alignment would also experience less than significant vibration impacts. In addition, TASP Policies 5.13 and 5.14 would ensure that vibration levels within buildings would be less than the FTA criteria.

Therefore, the proposed project would not result in any new or more significant groundborne vibration impacts than were described in the TASP FEIR. In addition, implementation of TASP policies would reduce potential groundborne vibration impacts on future or existing sensitive receptors to less-than-significant levels.

Land Use Compatibility

The TASP FEIR requires implementation of TASP Policy 5.10 which requires new development in the TASP Area to adhere to the standards and guidelines in the Milpitas General Plan that govern noise levels, which would include implementation of General Plan Policies 6-I-2 through 6-I-16. Policy 6-1-2 requires an acoustical analysis for projects located within a "conditionally acceptable" or "normally unacceptable" exterior noise exposure area and require mitigation measures to reduce noise to acceptable levels.

The proposed project would result in an increase in people living close to transit stations which could expose sensitive receptors to higher noise levels from train and future BART activity. The noise environment at the project site is dominated by vehicle traffic noise on Trade Zone Boulevard and rail noise associated with the future BART/VTA light rail and Union Pacific Railroad. Figure 3.7-3 of the TASP FEIR shows the projected noise levels at plan buildout. Based on Figure 3.7-3, the project site is not within the 60 dB noise contours for BART or roadway noise and is within the 60 dB noise contours for the Union Pacific Railroad noise.

Based on the City's noise and land use compatibility standards, as shown in Figure 3.7-2 of the TASP FEIR, this noise level would be considered normally acceptable for multi-family residential land uses, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements. Therefore, the proposed project would meet the City's land use compatibility standards for multi-family residential land uses. The proposed project would be required to install mechanical ventilation under General Plan Policy 6-I-5 so that windows can remain closed, which would ensure the project would comply with interior noise standards. Based on standard exterior to interior noise attenuation rates, with windows closed the interior noise level of 45 dBA DNL would be met. Therefore, the proposed project would not result in any impacts that would be more severe than those analyzed in the TASP FEIR.

[37] Transportation Authority, Santa Clara Valley, 2010. *BART Silicon Valley Environmental Impact Report.* November.

Stationary Noise Source Impacts

The City of Milpitas prohibits disturbing noise that increases the noise exposure level by three dB over the local daytime ambient noise level measured from the property line of the noise source, or more than 65 dB measured from the property line of the noise source, whichever is more restrictive. At night, the City of Milpitas prohibits any disturbing noise that is audible during the hours of 10:00 p.m. to 7:00 a.m. from a distance of 50 feet from the property line of the noise source or from a distance of 100 feet from any nonstationary noise source. It shall also be prima facie violation if any disturbing noise is audible during the hours of 7:01 a.m. to 9:59 p.m. from a distance of 100 feet from the property line of the noise source or any nonstationary noise source.

The intent of the Code is to regulate noise produced by noise-generating land uses on noise-sensitive land uses, not to regulate sounds produced by one noise-sensitive residential property upon another noise-sensitive residential property. The project site is currently developed with an office/light-industrial building. Residential land uses typically generate lower noise levels than industrial and commercial land uses. The proposed project is a residential land use and would not be considered as a significant source of noise within the community that could adversely affect other nearby residential land uses. Intermittent audible sounds produced by the proposed residential project would primarily be associated with human voices, vehicles, and mechanical ventilation equipment. Such intermittent sounds would be expected in a residential area and would result in a less-than-significant impact. Therefore, the proposed project would not increase stationary source noise impacts above those analyzed in the TASP FEIR.

Aircraft Noise Source Impacts

According to the City's current and projected noise contours for San José International Airport, the project site is not within an area exposed to aircraft noise levels greater than 60 dB CNEL. Therefore, per TASP FEIR analysis, aircraft noise would have no impact on the project site.

Traffic Noise Impacts

A significant noise impact would occur if traffic generated by the project would substantially increase noise levels at sensitive receptors in the project vicinity. A substantial increase would occur if the DNL exposure at residential land uses increases by more than 3 dB or exceeds 65 dB at the residential property line, whichever is more restrictive.

Impact 3.7-1 of the Milpitas Transit Area Specific Plan identified a less-than-significant traffic noise impact upon existing and future residential land uses assuming the buildout of the Specific Plan project. The proposed project is a small subset of the Specific Plan project; therefore, the proposed project would also result in a less-than-significant impact with regard to traffic noise increases in the community. The project would not result in a doubling of traffic volumes, which would be required for existing noise levels to increase by more than 3 dBA DNL. Further, the relatively low number of project trips would not be expected to produce traffic noise levels exceeding 65 dBA DNL at nearby residential receptors; therefore, the impact is considered less than significant.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

General Plan Policies

- *Policy 6-G-1: Maintain land use compatibility with noise levels similar to those set by State guidelines.*
- *Policy 6-G-2: Minimize unnecessary, annoying, or injurious noise.*
- *Policy 6-I-2: Require an acoustical analysis for projects located within a conditionally acceptable or normally unacceptable exterior noise exposure area. Require mitigation measures to reduce noise to acceptable levels.*
- *Policy 6-I-3: Prohibit new construction where the exterior noise exposure is considered clearly unacceptable for the use proposed.*
- *Policy 6-I-4: Where actual or projected rear yard and exterior common open space noise exposure exceeds the normally acceptable levels for new single-family and multifamily residential projects, use mitigation measures to reduce sound levels in those areas to acceptable levels.*
- *Policy 6-I-5: All new residential development (single family and multifamily) and lodging facilities must have interior noise levels of 45 dB DNL or less. Mechanical ventilation will be required where use of windows for ventilation will result in higher than 45 dB DNL interior noise levels.*
- *Policy 6-I-6: Assist in enforcing compliance with noise emissions standards for all types of vehicles, established by the California Vehicle Code and by federal regulations, through coordination with the Milpitas Police Department, Santa Clara County Sheriff's Department, and the California Highway Patrol.*
- *Policy 6-I-9: Enforce the provisions of the City of Milpitas Noise Ordinance and the use of established truck routes.*
- *Policy 6-I-13: Restrict the hours of operation, technique, and equipment used in all public and private construction activities to minimize noise impact. Include noise specifications in requests for bids and equipment information.*

TASP Policies

- *Policy 5.10: New development in the Transit Area shall adhere to the standards and guidelines in the Milpitas General Plan that govern noise levels. The particular policies of note are Policies 6-I-1 through 6-I-16.*

- *Policy 5.11: Construct masonry walls to buffer residential uses from BART and UPRR train tracks. These walls will be constructed by residential developers. They may be located within the landscaped buffer along the tracks*

- *Policy 5.13: Apply the FTA groundborne vibration criteria (presented in Table 5-5) as review criteria for development projects in the vicinity of vibration sources such as BART trains and heavy rail trains.*

- *Policy 5.14: Project applicants shall conduct a vibration impact analysis for any sites adjacent to or within 300 feet of active UPRR and BART alignments to demonstrate that interior vibration levels within all new residential development (single family and multifamily) and lodging facilities would be at acceptable levels. If needed, require mitigation measure to reduce vibration to acceptable levels.*

- *Policy 5.15: Prior to issuance of building permits, applicants shall demonstrate that noise exposure to sensitive receptors from construction activities has been mitigated to the extent feasible pursuant to the City's Noise Abatement Ordinance. Mitigation may include a combination of techniques that reduce noise generated at the source, increase the noise insulation of the receptor or increase the noise attenuation rate as noise travels from the source to the receptor.*

- *Policy 5.17: In all rental and sale agreements, provide disclosures to future residents about all surrounding industrial uses, including UPRR train tracks and operations, and permanent rights of such industrial uses to remain. Describe potential impacts including but not limited to: noise, groundborne and airborne vibration, odors, and use of hazardous materials.*

- *Policy 5.18: Day care facilities, schools, nursing homes, and other similar sensitive receptors shall be located away from sites which store or use hazardous materials, in accordance with State and City standards. Adequate buffers to protect occupants of these sensitive uses shall be provided, including but not limited to walls, fences, landscaping, large building setbacks, and additional exit routes over and above minimum code requirements.*

- *Policy 5.19: Require the installation of temporary buffers—fences, walls, or vegetation—when residential uses are developed adjacent to existing industrial uses. The type of buffer must be reviewed and approved by the City Planning Department. The temporary buffers may be removed if and when an adjacent site is redeveloped as a non-industrial use.*

Conclusion

The TASP FEIR adequately evaluated the potential noise impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

14. POPULATION AND HOUSING

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion

The proposed land use changes and policy revisions under the TASP (which includes the project site) were initiated in order to develop high-intensity, transit-oriented residential and commercial redevelopment on under-utilized industrial land around existing light rail stations and the future BART station in Milpitas. Promoting such high intensity development around transit stations is a key transportation goal for the Bay Area and would meet regional objectives.

The TASP FEIR evaluated potential environmental impacts associated with approximately 7,100 residential units and 18,000 new residents within the TASP Area. The TASP FEIR assumes that the population growth is concentrated in this area and that the TASP would increase the City's housing stock by 39 percent and its population by 28 percent based on 2006 estimates from the California Department of Finance.[38]

The proposed project would include the development of the project site with a high-density residential building with up to 40 residential apartment units. The proposed project would directly generate a permanent population increase in the area. The proposed project would not displace a residential population or existing housing, as the existing structure on the project site contains light-industrial uses. Similarly, the proposed project would not result in an expansion of urban services, nor would it open additional undeveloped land for future growth. The proposed project would facilitate the reuse of underutilized land in an existing urban setting that is well served by transit facilities and services. In addition, the population and housing units included in the proposed project would fall within the total development anticipated by the TASP FEIR, as mentioned in Section 10, Land Use and Planning. Therefore, the proposed project would not result in new or more significant population growth and/or housing impacts than were analyzed and described in the TASP FEIR.

[38] Milpitas, City of, 2008b, op. cit.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Conclusion

The TASP FEIR adequately evaluated the potential population and housing impacts of the proposed project. Therefore, potential impacts would be less-than-significant and additional mitigation is not required.

15. PUBLIC SERVICES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☐	☒
ii. Police protection?	☐	☐	☐	☒
iii. Schools?	☐	☐	☐	☒
iv. Parks?	☐	☐	☐	☒
v. Other public facilities?	☐	☐	☐	☒

Discussion

Fire and Police Protection

The project applicant would construct the proposed project in conformance with current building codes, which require features to reduce potential fire hazards. The Milpitas Police Department would also review project design to ensure that it incorporates appropriate safety features to minimize criminal activity.

As discussed in the TASP FEIR, full buildout of the development approved in the TASP Area, including the proposed project, would incrementally increase the need for fire and police protection services, which would create the need for additional staffing or resources, and a new fire station in the TASP Area. The TASP FEIR states that given that the TASP Area anticipated population of 18,000 new residents, there would be a need for at least one and possibly two new fire companies. Future development of new fire or police facilities in the TASP Area would require supplemental project-specific environmental review.

The TASP presents unique operational issues for the Milpitas Fire Department due to its high density residential and mixed-use structures. The increase in population, business, and vehicular traffic resulting from the buildout of the TASP Area will increase the demand in service levels and has the potential to impact response times, as well as presenting challenges to Fire Department vehicle access and firefighting operations. To maintain current levels of service, an increase in staffing and equipment will be necessary. A "standards-of-cover" analysis should be conducted to determine the precise impact on the Fire Department's staffing, equipment, and any required facility enhancements. In addition, the Milpitas Fire Department would need to write an addendum to the City's emergency management plan to address the development of the TASP Area.

As the TASP FEIR states, the buildout of the TASP Area, including the project site would require an increase in Police Department staffing to maintain current levels of service. The City currently provides a ratio of 0.9 police officers per 1,000 residents. The City estimates that an additional 0.5 police officers would be needed to maintain service levels.

The proposed project would follow policies that would reduce Fire and Police Department impacts due to TASP development to less-than-significant levels. The proposed project would not result in any new or more significant impacts to fire or police protection service beyond those identified in the TASP FEIR.

Schools

The proposed project would develop 40 residential units within the TASP Area, which would directly increase the demand for school facilities. The closest schools to the project site are Northwood Elementary and Morrill Middle School within the Berryessa Union School District and Independence High School within the East Side Union High School District. The TASP FEIR determined that buildout of the TASP, including the project site, would contribute significantly to an exceedance of school district capacity for Milpitas Unified School District and East Side Union High School District, but that Berryessa Union School District has adequate capacity for future students generated as a result of the TASP. As such, the TASP FEIR determined that the impacts of the TASP Area buildout on school facilities would be significant and unavoidable.

Polices in the General Plan and TASP would reduce the impact and include coordination with the school districts to update their comprehensive facilities plans, update school fees for developers, and consider joining use agreements for potential shared facilities. The proposed project would conform to the above policies, including TASP Policy 4.76. Impacts to schools are significant and unavoidable and the proposed project would not affect this conclusion as the number of proposed residential units and resulting students is within the amount evaluated in the TASP FEIR. The proposed project would not result in any new or more significant school impacts beyond those identified in the TASP FEIR.

Parks

Given that the TASP Area is transitioning from industrial to residential and that there are no public parks located nearby, new parks would need to be developed in the TASP Area. Since Milpitas is largely built out, no large new parks are likely to be established. Public parks in the TASP Area come

in three forms: Parks/Plazas, Linear Parks, and Landscape Buffers. The City has previously adopted a public park ratio of 2.0 acres per 1,000 residents for the Midtown Specific Plan. The TASP FEIR states that while this ratio already applies to all but 12 percent of the TASP Area, the application of this ratio can be considered to provide an adequate level of parks and open space for its residents. This policy would require approximately 35.8 acres of public park space in the TASP Area.

The TASP FEIR identifies several policies and standards that require parks to be built as designated – thereby ensuring that impacts on parkland and facilities would be less than significant.

The proposed project would conform to the TASP policies. The proposed project would provide a total of 0.44 acres of private common open space for use by project residents. As described in Attachment A, Project Description, a total of approximately 0.30 acres of private common open space for use by project residents would be provided. This would consist of the interior courtyard on the ground level of the proposed building and a walking path and landscaping along the southern portion of the building, including within the existing public utility easement. The interior courtyard would include seating areas and landscaping that would be screened from the parking garage by a dense row of columnar bamboo around each side. A designated walkway would connect the interior courtyard with the walking path and landscaping mentioned above. The remaining 0.14 acres of open space on the project site would consist of landscaped areas generally located in the northern portion of the site. Therefore, the proposed project would not result in any new or more significant impacts to park facilities beyond those identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

General Plan Policies

- *Policy 2.c-I-1: Continue working with Milpitas Unified School District (MUSD), Berryessa Union High School District, and East Side Union School District in its update of the comprehensive facilities plan and to ensure adequate provision of school facilities.*

- *Policy 2.c-I-3: Work with MUSD, Berryessa Union High School District, and East Side Union School District to monitor statutory changes and modify school fees when necessary to comply with statutory changes. Following this policy will permit the MUSD to update school fees for developers to cover the cost of constructing a new school and expanding Milpitas High School.*

- *Policy 5.c-I-1 Maintain a response time of four minutes or less for all urban service areas.*

TASP Policies

- *Policy 3.38: See policy in Section 10, Land Use and Planning.*
- *Policy 3.41: Park land dedication and in-lieu fees required of new development.*
- *Policy 3.43: New development must pay for the construction of public parks and streets surrounding the parks (or half streets if bordering an adjacent development site).*
- *Policy 3.55: Complete a Trail Loop connecting the whole Transit area.*
- *Policy 3.56: Connections shall be created along Montague Expressway with overhead bridges or undercrossings to create a continuous trail network; allow pedestrians and bicyclists to cross safely; and connect neighborhoods, schools, and parks.*
- *Policy 5.3: All streets (private and public) shall be consistent with the street sections in Chapter 5 of the TASP and shall meet any additional Milpitas Fire Department fire apparatus design requirement for access and firefighting operations.*
- *Policy 6.43: Coordinate with the affected school districts on facilities needed to accommodate new students and define actions the City can take to assist or support them in their efforts.*
- *Policy 6.46: The City and the school districts located in the Specific Plan area should consider entering into a joint use agreement, allowing public use of a new school's playfields when not in use by students, and public use of rooms in the school building for community meetings and events. Any new school site should include outdoor active recreation facilities, which would be counted toward the TASP's public parks requirement. The school building should include facilities that can be accessed and used for community events.*
- *Policy 6.50: The Fire Department shall conduct a 'standards of cover" analysis to determine the Transit Plan's precise impact on the department's staffing and equipment, and any required facility needs. Identify and evaluate potential sites for an expanded or new fire station near the Transit Area if the standards of cover analysis determines it is warranted.*
- *Policy 6.51: Additional fire department staff will be hired, equipment purchased and facilities built to provide an adequate level of service – as determined by City Council – for the residents, workers, and visitors of the Transit Area. New equipment and facilities shall be funded by the Community Facilities District fee and new staff paid from the City's General Fund.*
- *Policy 6.52: If a new fire station is built to meet the service needs of the Transit Area, it must be sited and developed in such a way to not create substantial adverse physical impacts or significant environmental impacts.*
- *Policy 6.53: The Fire Department shall update the City's emergency and disaster response plans to take the location and type of new development and future traffic levels, into account.*

- *Policy 6.54: Additional police staff will be hired and equipment purchased to provide an adequate level of service – as determined by City Council – for residents, workers and visitors of the of the Transit Area. New equipment shall be funded by the Community Facilities District fee and new staff paid from the City's General Fund.*

Conclusion

The TASP FEIR adequately evaluated the potential public services impacts of the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

16. RECREATION

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion

As discussed above in Section 15, Public Services, the proposed project would provide a total of 0.44 acres of private common open space for use by project residents. These spaces would consist of consist of the interior courtyard on the ground level of the proposed building and a walking path and landscaping along the southern portion of the building, including within the existing public utility easement. The interior courtyard would include seating areas and landscaping that would be screened from the parking garage by a dense row of columnar bamboo around each side. A designated walkway would connect the interior courtyard with the walking path and landscaping mentioned above. The remaining 0.14 acres of open space on the project site would consist of landscaped areas generally located in the northern portion of the site. Therefore, the proposed project would not result in any new or more significant impacts to existing neighborhood or regional park facilities beyond those identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 3.38: See policy in Section X, Land Use and Planning.*
- *Policy 3.40: Locate and size parks as shown on Figure 3-6, Parks, Public Spaces, and Trails [of the Specific Plan]. Minor adjustments to the location of parks may be necessary to facilitate a better site plan, respond to site specific constraints, or to accommodate phasing of a project. Smaller parks may be combined to form a larger neighborhood park within the same subdistrict as long as there is no reduction in park area. Complete elimination or relocation of a park outside of a subdistrict requires an amendment to the Specific Plan. If a school is located on a site designated as a park, it may be counted as a park if a joint use agreement is established to allow public use of open space and buildings for recreation purposes after school hours and on weekends. If no such joint use agreement is established, an alternative park site shall be designated.*
- *Policy 3.41 and 3.43: See policies in Section 15, Public Services.*
- *Policy 3.45: Private development within the Transit Area must meet the private open space requirements on a project-by-project basis.*
- *Policies 3.55 and 3.56: See policies in Section 15, Public Services.*

Conclusion

The TASP FEIR adequately evaluated the potential recreation impacts of the proposed project. Therefore, potential impacts would be less-than-significant and additional mitigation is not required.

17. TRANSPORTATION/TRAFFIC

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No New Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	☒
b. Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	☐	☒
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d. Result in inadequate emergency access?	☐	☐	☐	☒

Discussion

This section compares traffic impacts from the proposed project with impacts identified in the TASP FEIR. A Traffic Operations Report (Traffic Study) was conducted for the proposed project, and is

included in Appendix B.[39] Unless otherwise noted, the analysis in this section is based on the findings of the Traffic Study.

Trip Generation

The magnitude of traffic produced by a new development and the locations where that traffic would appear were estimated using a three-step process: 1) trip generation; 2) trip distribution; and 3) trip assignment. In determining project trip generation, the magnitude of traffic entering and exiting the site was estimated for the AM and PM peak hours. As part of the project trip distribution step, an estimate was made of the directions to and from which the project trips would travel. In the project trip assignment step, the project trips were assigned to specific streets and intersections in the study area.

Through empirical research, data has been collected that correlate to common land uses and their propensity for producing traffic. Thus, for the most common land uses there are standard trip generation rates that can be applied to help predict the future traffic increases that would result from a new development. The trip generation estimates for the proposed project are based on rates obtained from the Institute of Transportation Engineers' (ITE) publication Trip Generation, 10th Edition.[40]

As stated previously, the project site is occupied by an office/industrial building that is currently in operation. Trips generated by existing uses on site can be credited against the proposed residential development. Based on AM and PM peak hour driveway counts conducted in May 2019, the existing land uses generate 11 AM peak hour trips and 12 PM peak hour trips. After applying these existing trip credits, the proposed project would generate 9 net AM peak hour trips and 14 net PM peak hour trips, as shown in Table BE.

Table BE: Project Trip Generation Estimates

	Size	Unit [a]	AM Peak Hour				PM Peak Hour			
			Rate	In	Out	Total	Rate	In	Out	Total
Proposed Use										
Multi-Family Housing [b]	40	DU	0.50	5	15	20	0.65	17	9	26
Existing Use										
Office/Light-Industrial [c]	16	ksf	–	9	2	11	–	3	9	12
Overall Net Project Trips				**-4**	**13**	**9**	**–**	**14**	**0**	**14**

Source: Hexagon Transportation Consultants, Inc. (2019).
[a] DU = dwelling units; ksf = 1,000 square feet
[b] Based on Fitted Curved Equations for Multifamily Housing (Low-Rise, Land Use Code 220), ITE, Trip Generation, 10th Edition.
[c] Based on AM and PM peak hour driveway counts conducted on May 2, 2019.

The trip distribution pattern for the proposed project was estimated based on the TASP, of which the proposed development would be a part of. Trips were assigned to the roadway network in

[39] Hexagon Transportation Consultants, Inc., 2019. *Traffic Operations Report for 2001 Tarob Court, Milpitas, CA*. May 28.
[40] Institute of Transportation Engineers, 2017. *Trip Generation Manual, 10th Edition.*

accordance with the TASP trip distribution for residential uses. Existing Plus Project traffic conditions are represented by existing traffic volumes plus project trips on the existing roadway network.

Background condition traffic volumes were estimated based on a list of approved and pending developments obtained from the City of Milpitas and the City of San Jose. Approved and pending project-generated traffic volumes were added to existing traffic volumes to estimate background conditions. Project trips from the site were added to background traffic volumes to estimate background plus project conditions.

Intersection Level of Service Impacts

The Traffic Study includes an analysis of AM and PM peak hour traffic conditions at the following study intersections and site driveway:

1. Lundy Avenue and Trade Zone Boulevard;
2. Lundy Avenue and Tarob Court (unsignalized); and
3. Project Driveway and Tarob Court.

Traffic conditions at the study intersections were evaluated using level of service (LOS). LOS is a qualitative description of operating conditions ranging from LOS A, or free-flow conditions with little or no delay, to LOS F, or jammed conditions with excessive delays. The signalized intersection of Lundy Avenue and Trade Zone Boulevard is under the jurisdiction of City of San Jose. The City of San Jose utilizes TRAFFIX software and the Highway Capacity Manual (HCM) 2000 methodology to evaluate intersection operations. The HCM methodology evaluates intersection operations on the basis of average delay time for all vehicles at the intersection. This average delay can then be correlated to a level of service. In San Jose, the minimum acceptable level of service is LOS D, and project impacts at signalized intersections occur when:

1. The level of service at an intersection drops below its LOS standard when project traffic is added; or

2. An intersection that is operating worse than its level of service standard under no project conditions has an increase in critical delay of four or more seconds AND the demand-to-capacity ratio (V/C) is increased by more than 0.01 when project traffic is added.

The exception to this threshold is when the addition of project traffic reduces the amount of average delay for critical movements (i.e. the change in average delay for critical movements is negative). In this case, the threshold is when the project increases the V/C value by 0.01 or more.

A significant impact at a signalized intersection is said to be satisfactorily mitigated when measures are implemented that would restore intersection levels of service to an acceptable LOS or restore the intersection to operating levels that are better than no project conditions.

The Traffic Study calculated intersection LOS with net new traffic generated by the proposed project. The result of the intersection LOS calculations for Existing Conditions and Existing Plus

Project are shown in Table BF, and the results of the Background No Project, and Background Plus Project conditions are presented in Table BG.

Table BF: Existing Plus Project Intersection Level of Service Summary

Intersection	Control	Peak Hour	Count Date	LOS Standard	Existing		Existing Plus Project			
					Avg Delay[a] (sec/veh)	LOS	Avg Delay[a] (sec/veh)	LOS	Increase in	
									Delay [c]	V/C
1. Lundy Ave and Trade Zone Blvd	Signal	AM	5/2/19	D	30.3	C	32.2	C	3.5	0.045
		PM	5/2/19	D	41.8	D	44.0	D	4.10	0.048
2. Lundy Ave and Tarob Ct	SSSC [b]	AM	5/2/19	N/A	4.8/8.9	A	5.2/8.7	A	N/A	N/A
		PM	5/2/19	N/A	6.2/8.6	A	6.4/8.6	A	N/A	N/A
3. Project Driveway and Tarob Ct	SSSC [b]	AM	5/2/19	N/A	1.2/8.4	A	2.1/8.4	A	N/A	N/A
		PM	5/2/19	N/A	1.3/8.5	A	2.3/8.5	A	N/A	N/A

Source: Hexagon Transportation Consultants, Inc. (2019).

[a] Signalized intersection level of service is based on the Highway Capacity Manual (HCM) methodology, using average control delay for the entire intersection.

[b] Side Street Stop Controlled intersection. Delays are reported for both the overall average delay/the approach with highest delay.

[c] For the signalized intersection at Lundy Ave and Trade Zone Boulevard, the increase in delay shown here represents increase in critical delay

Table BG: Background Plus Project Intersection Level of Service Summary

Intersection	Control	Peak Hour	Count Date	LOS Standard	Background		Background Plus Project			
					Avg Delay[a] (sec/veh)	LOS	Avg Delay[a] (sec/veh)	LOS	Increase in	
									Delay [c]	V/C
1. Lundy Ave and Trade Zone Blvd	Signal	AM	5/2/19	D	35.4	D	35.6	D	0.0	0.001
		PM	5/2/19	D	44.7	D	44.7	D	0.0	0.000
2. Lundy Ave and Tarob Ct	SSSC [b]	AM	5/2/19	N/A	4.9/8.9	A	5.1/8.9	A	N/A	N/A
		PM	5/2/19	N/A	57/8.8	A	5.9/8.8	A	N/A	N/A
3. Project Driveway and Tarob Ct	SSSC [b]	AM	5/2/19	N/A	0.7/8.6	A	1.3/8.6	A	N/A	N/A
		PM	5/2/19	N/A	0.8/8.7	A	1.4/8.7	A	N/A	N/A

Source: Hexagon Transportation Consultants, Inc. (2019).

[a] Signalized intersection level of service is based on the Highway Capacity Manual (HCM) methodology, using average control delay for the entire intersection.

[b] Side Street Stop Controlled intersection. Delays are reported for both the overall average delay/the approach with highest delay.

[c] For the signalized intersection at Lundy Ave and Trade Zone Boulevard, the increase in delay shown here represents increase in critical delay

As shown in Tables BE and BG above, the results of the LOS analysis show that the signalized intersection at Trade Zone Boulevard and Lundy Avenue would operate at LOS D or better under existing and background conditions with or without the proposed project. According to the City of San Jose LOS standards, the proposed project would therefore have no impacts on intersection LOS.

The study intersections of Lundy Avenue/Tarob Court and Project Driveway/Tarob Court are unsignalized and under the jurisdiction of City of Milpitas. Unlike signalized intersections, which

typically represent constraint points for the roadway network, unsignalized intersections rarely limit the potential capacity of a roadway. The determination of appropriate improvements to unsignalized intersections typically includes a qualitative and quantitative analysis of movement delay, traffic signal warrants, movement traffic volumes, availability of alternate routes, and intersection safety. For this reason, improvements to unsignalized intersections are frequently determined on the basis of professional judgment. The City of Milpitas does not apply significance thresholds to unsignalized intersections. Both unsignalized study intersections are projected to operate at LOS A under existing and background conditions, with or without the proposed project.

An assessment was conducted to determine whether the traffic volumes at the Lundy Avenue/Tarob Court intersection would warrant the installation of a traffic signal. This assessment was based on the Peak Hour Volume Signal Warrant (Warrant #3) described in the California Manual on Uniform Traffic Control Devices (CA MUTCD). This method makes no evaluation of intersection level of service, but simply provides an indication whether peak hour traffic volumes would be sufficient to justify installation of a traffic signal. The signal warrant analysis sheets are included in the Appendix to the Traffic Study. The analysis showed that the peak hour volume warrant would not be satisfied at the Lundy Avenue/Tarob Court intersection under any study scenarios during the AM and PM peak hours.

Vehicle Queuing

A vehicle queuing analysis was conducted for the eastbound left-turn movement at the Trade Zone Boulevard/Lundy Avenue intersection and the northbound left-turn at the Tarob Court/Lundy Avenue intersection. The queuing analysis was conducted for both background and background plus project conditions. Vehicle queues were estimated using a Poisson probability distribution. The basis of the analysis is as follows: 1) the Poisson probability distribution is used to estimate the 95th percentile maximum number of queued vehicles per signal cycle for a particular movement; 2) the estimated maximum number of vehicles in the queue is translated into a queue length, assuming 25 feet per vehicle; and 3) the estimated maximum queue length is compared to the existing or planned available storage capacity for the movement. This analysis thus provides a basis for estimating future storage requirements at intersections. The analysis, which is summarized in Table 3 in the Traffic Study, indicates that, with the addition of project traffic, the 95th percentile vehicle queues could be accommodated by the storage provided at the subject locations.

Site Circulation and Access

The project site would be accessed by one driveway on Tarob Court on the west end of the site, about 200 feet west of the intersection at Lundy Place and Tarob Court. The proposed driveway would be located at approximately the same location as the existing driveway on Tarob Court for the existing building at the project site. The width of the driveway entry would be 22 feet, which meets the minimum City standard for driveways. Under project conditions, it is anticipated that this driveway would serve approximately 20 AM peak hour project trips and 26 PM peak hour project trips.

There are existing driveways serving other parcels on Tarob Court adjacent to and opposite of the project frontage. The site driveway does not align with the existing driveway on the opposite side of

Tarob Court, but is offset about 25 feet. There is also another existing driveway beside the site driveway on Tarob Court about 50 feet to the west. The spacing of the site driveway, and its location relative to existing driveways, would be acceptable given the relatively low traffic volumes at the nearby driveways and Tarob Court.

According to the LOS and queuing calculations, the site driveway would operate at LOS A with queues rarely exceeding one or two vehicles during the AM and PM peak hours. The vehicle queues at the site driveway could be accommodated in the storage space provided, and the onsite queues would generally not interfere with traffic operations on Tarob Court and Lundy Avenue.

Pedestrian access to the project site is provided at locations along the frontage on Tarob Court and Lundy Place. Primary pedestrian access is provided via the main entry facing the sidewalks on Tarob Court. Besides the primary access on Tarob Court, there would be walking paths connecting the parking garage with the existing sidewalks on Lundy Place on the east side of the property. New sidewalks with curb extensions would also be installed on the project frontage on Tarob Court, providing a continuous pedestrian pathway to existing sidewalks on Trade Zone Boulevard via Lundy Place. Overall, the network of pedestrian paths and the sidewalk improvements on the project frontages would provide adequate access to the existing sidewalk network in the project vicinity.

In order to accommodate pedestrians, the following would be incorporated into the project via conditions of approval:

- One new ADA-compliant curb ramp should be added at the existing northwest curb return at Tarob Court and Lundy Place (along the project frontage). A striped crosswalk should also be provided when the opposite side of the curb return is upgraded along with the redevelopment of the parcel at 1996 Tarob Court.

The sight distance at the project driveway on Tarob Court was checked and determined to be adequate. Because the project would install a curb extension, which includes adding sidewalks on the Tarob Court frontage, the site driveway would be shifted closer to the centerline of Tarob Court, thereby further improving the sight distance for vehicles exiting the site driveway. As part of the project improvements, the radius of the existing curb return along the project frontage at the Lundy Place/Tarob Court intersection would be reduced. This improvement would help reduce vehicle speeds on Tarob Court, and therefore, improve the sight distance required for vehicles entering and exiting the driveways.

Circulation on-site would consist of an open parking lot and a parking garage on the ground level. Onsite parking areas would be accessed by one site driveway on Tarob Court. Both the open parking lot and parking garage follow a standard 90-degree parking layout. The main parking aisle and the two east-west feeder parking aisles inside the garage would be 26 and 24 feet wide, respectively, which meets the City's standard for 90-degree parking. However, the north-south parking aisle connecting the two east-west parking aisle is not dimensioned. The dimensions of the regular and compact parking spaces are 9 feet by 18 feet and 8 feet by 15 feet, respectively. Both parking space dimensions meet the minimum City standards. However, the widths of the parking garage entrances are not dimensioned.

Upon entering the garage, vehicles would follow the main drive aisle through the open parking lot and arrive at a roundabout at the southern end of the aisle. The two feeder drive aisles, which are connected at right angles to the main drive aisle, would provide access to the parking garage east of the main drive aisle. The ends of the two feeder drive aisles are connected by another drive aisle, forming a U-shape circulation pattern which makes a complete loop around of the parking garage. The layout shows no dead-end aisles.

The last two parking spaces (numbered 67 and 68) in the open parking lot located off the main drive aisle are approximately 20 feet south of the sidewalk on Tarob Court, and approximately 30 feet south of the beginning of the site driveway. Vehicles parked in these spaces would have to back out directly into the main site access aisle, potentially into the line of incoming traffic on the aisle just turning into the site driveway. However, given the low traffic volumes at the site driveway and on Tarob Court, the design would be acceptable.

The site plan shows one elevator at the front lobby that would provide residents access to the parking garage. The sidewalk on Tarob Court would be accessed directly from the front lobby while the sidewalk on Lundy Avenue would be accessed from pedestrian pathways connecting with the parking garage.

A trash collection room would be located adjacent to the roundabout at the southern entrance of the parking garage. The roundabout would have an 80-foot outside diameter and a 26-foot wide lane that would allow turnaround maneuvers of garbage trucks as noted on the site plan. Therefore, garbage trucks would perform their operations onsite within the development.

Given the above, the proposed project would not result in any new or more significant impacts beyond those identified in the TASP FEIR.

Pedestrian, Bicycle, and Transit Facilities

According to the Valley Transit Authority (who administers the Santa Clara County Congestion Management Plan) Transportation Impact Analysis Technical Guidelines, a project would create an impact on pedestrian and bike circulation if: 1) it would reduce, sever or eliminate existing or planned bike/pedestrian access and circulation in the area; 2) it would preclude, modify, or otherwise affect proposed bicycle and pedestrian projects and/or policies identified in the Lead Agency's adopted bicycle/pedestrian plan, or the plans of other agencies such as the Countywide Bicycle Plan or adjacent Cities' bicycle/pedestrian plans; or 3) it would cause a change to existing bike paths such as alignment, width of the trail right of way, or length of the trail.

The project site is located within the TASP. The TASP facilitates the redevelopment of the southern portion of the City that transforms a low-density industrial area to an urban residential and mixed-use district with an emphasis on walkability and bicycling. The plan includes a new street system that promotes walking and biking as the dominant modes for short internal trips, especially with the future Milpitas BART station and VTA light rail system within close proximity to the project site. As part of the Milpitas TASP, a future street connection and pedestrian bridge across Capitol Avenue are planned to connect Tarob Court to Milpitas Boulevard and the new BART station. A proposed

Class III bike route is also planned on Tarob Court to serve this new bicycle access route to the transit center.

As part of project improvements, curb extensions with new sidewalks would be installed along the Tarob Court and Lundy Place project frontages. In addition, the two existing driveways at the project site would be reduced into one new site driveway on Tarob Court, which would reduce the number of potential vehicle-pedestrian conflict points.

The proposed project would generate pedestrian trips to/from transit stops, recreation areas, and employment centers. Overall, the volume of pedestrian trips generated by the project is expected to be relatively low and not exceed the carrying capacity of the sidewalks and crosswalks nearby. U.S. Census data indicate that bicycle trips comprise less than one percent of the total commute mode share in the City of Milpitas. For the proposed project, this would equate to approximately one new bike trip during each of the AM and PM peak hours. The low volume of bicycle trips generated by the project would not exceed the bicycle-carrying capacity of streets surrounding the site, and the increase in bicycle trips would not by itself require new off-site bicycle facilities.

The addition of the project would not remove any existing bike/pedestrian facilities, nor would it preclude any future planned improvements. Because most intersections around the project site are signalized and have very few bike/pedestrian activities, the addition of project traffic would have a negligible effect on walking and biking in the project vicinity. Therefore, the proposed project would not create an adverse impact to bike/pedestrian circulation in the area.

According to the VTA TIA Technical Guidelines, a project would create an impact on transit if: 1) it would generate a demand for additional transit services; or 2) it would cause a permanent or temporary reduction of transit availability or interference with existing transit users, e.g., relocation/closure of a transit stop or vacation of a roadway utilized by transit.

According to the TASP, transit trips would comprise approximately 9 percent of all peak hour trips. For the proposed project, assuming 9 percent of total commute trips would be transit trips, this would generate approximately one new transit trip during the AM peak hour and two new transit trips during the PM peak hour. In addition to commute trips, there would be additional transit trips to nearby schools, parks, and shopping areas. The volume of transit trips generated by the project would not exceed the carrying capacity of the existing transit service to the site.

The addition of the project would not remove any existing transit facilities, nor would it preclude any future planned improvements. As shown in the LOS calculations, the addition of project traffic would have a negligible effect on bus delays the project vicinity. Therefore, based on the VTA Technical Guidelines, the proposed project would not create an adverse impact to transit operations in the area and no improvements to existing transit service frequencies would be necessary in conjunction with the proposed project. Therefore, the proposed project would not result in any new or more significant impacts beyond those identified in the TASP FEIR.

CEQA Guidelines §15064.3

Effective December 28, 2018, the CEQA Guidelines were updated and require the evaluation of vehicle miles transportation (VMT) as the criteria for analyzing transportation impacts for land use projects. As noted in CEQA Guidelines Section 15064.3(c), the provisions of CEQA Guidelines Section 15064.3 shall apply prospectively as described in CEQA Guidelines Section 15007. A lead agency may elect to be governed by the provisions of CEQA Guidelines Section 15064.3 immediately; however, beginning on July 1, 2020, the provisions of this section shall apply Statewide. The City of Milpitas, as lead agency, has not yet elected to be governed by the provisions of CEQA Guidelines Section 15064.3. Therefore, the proposed project would neither conflict nor be inconsistent with CEQA Guidelines Section 15064.3, and there would be no new impact.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 3.12: Preserve adequate right-of-way along Capitol Avenue, Great Mall Parkway, and Montague Expressway to accommodate future regional roadway improvements. Final dimensions of right-of-way acquisition are not yet known. The detailed street sections in Chapter 5 [of the Specific Plan] include notes about right-of-way acquisition, to the extent that information is currently available.*

- *Policy 3.15: Review individual development applications to ensure that adequate street right-of-way, bicycle facilities, pedestrian facilities and landscaping are provided and are consistent with the Transit Area Plan circulation policies and street design standards in Chapter 5 [of the Specific Plan].*

- *Policy 3.16: Establish and implement a travel demand management (TDM) program in order to encourage alternate modes of travel and thereby reduce automobile trips. Establish a funding mechanism to pay for the costs of the program, including the cost of a transportation coordinator to administer the program. The program would include a ride-matching program, coordination with regional ride-sharing organizations, and provision of transit information; and could also include sale of discounted transit passes and provision of shuttle service to major destinations.*

- *Policy 3.17: New streets shall be located as generally shown on the Street System Map, Figure 3-2.*

- *Policy 3.18: New development must dedicate land for new public streets and pay for their construction.*

- *Policy 3.21: Provide continuous pedestrian sidewalks and safe bike travel routes throughout the entire Transit Area and within development projects.*

- *Policy 3.22: Private development shall provide direct walking and biking routes to schools and major destinations, such as parks and shopping, through their property.*

- *Policy 3.28: Provide continuous bicycle circulation through the project site and to adjacent areas by closing existing gaps in bicycle lanes and bicycle routes, per Figure 3-5 [of the Specific Plan]. Gaps exist on Capitol Avenue between Montague Expressway and Trimble Road, and on Trade Zone Boulevard between Montague Expressway and Lundy Place. Capitol Avenue only needs to be re-striped to add a bike lane. Trade Zone Boulevard generally contains sufficient width to accommodate two travel lanes and bike lanes in each direction; however, the westbound lanes on Trade Zone jog south slightly, so right-of-way acquisition will likely be required to push the curb further north to maintain a consistent section and to add bike lanes. Bike routes should be upgraded to bike lanes as part of any Montague widening project.*

- *Policy 3.29: A Class III bicycle route shall be created on the internal roadways (from the Milpitas Boulevard Extension/Capitol Avenue intersection to Tarob Court) to provide a continuous bicycle connection between Milpitas Boulevard and the existing bicycle lanes on Lundy Street, as indicated on Figure 3-5 [of the Specific Plan].*

- *Policy 3.32: Coordinate with VTA to provide sufficient amenities (such as transit shelters) at all transit stops within the Transit Area.*

- *Policy 6.32: The City shall establish and assess a transportation impact fee program, known as the Regional Traffic Fee, to contribute toward traffic improvements to be undertaken in whole or in part by the County of Santa Clara or City of San Jose. This fee will go toward the East/West Corridor Study, Montague Expressway Widening project, and Calaveras Boulevard (SR 237) Overpass Widening project, as well as other local and regional improvements.*

- *Policy 6.33: The City shall establish and assess a transportation impact fee program to provide improvements to mitigate future traffic operations on the roadway segments within the City of Milpitas. All projects within the Transit Area Plan will be required to pay this fee.*

- *Policy 6.34: The new traffic impact fee program should include fair-share payments toward the following improvement: At the West Calaveras Boulevard/I-880 northbound ramps, convert the northbound center left turn lane to a shared left-turn/right-turn lane. The City of Milpitas will coordinate with Caltrans to implement this improvement.*

- *Policy 6.35: The new traffic impact fee program should include fair-share payments toward the following improvement: At the intersection of Tasman Drive/McCarthy Boulevard, the southbound (McCarthy Boulevard) shared through/right-turn lane will be converted to an exclusive right-turn lane with overlap signal phasing. The southbound right-turn will have a green arrow and enter the intersection at the same time as the eastbound left-turn movement. Eastbound left-turns will be prohibited. The City of Milpitas will implement this improvement.*

- *Policy 6.36: The new traffic impact fee program should include fair-share payments toward the following improvement: Coordinate the traffic signals at the Tasman Drive / I-880 southbound ramps and the Great Mall Parkway/I-880 northbound ramps with one another as well as adjacent intersections, particularly Tasman Drive/Alder Drive, in order to improve operations in the Great Mall Parkway/Tasman Drive corridor north of the Transit Area. The City of Milpitas will coordinate with Caltrans to implement this improvement.*

Conclusion

The TASP FEIR adequately evaluated the transportation impacts of the proposed project. The proposed project would be required to comply with TASP policies related to transportation including traffic impact fees and City of Milpitas 2008 CFD (TASP Area) tax rates. Therefore, the proposed project would not create any new impacts related to transportation and additional mitigation is not required.

18. TRIBAL CULTURAL RESOURCES

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

Discussion

The only site within the TASP Area that the TASP FEIR identified as potentially eligible for the California Register of Historic Resources is the Great Mall, which is not located within the project site. General Plan Policy 4.f-G-1 would reduce any potential impact to historical and cultural resources to a less-than-significant level. As previously discussed in Section 5, Cultural Resources of this checklist, the TASP FEIR determined that impacts to cultural and historic resources would be reduced to less-than-significant levels with implementation of Policy 5.34 to reduce potential impacts to previously unidentified archeological resources to a less-than-significant level through construction monitoring, and if remains are found, temporary halting of construction until development of a mitigation plan and its implementation. This finding applies to tribal cultural resources. Therefore, the proposed project would not result in any new or more severe impacts to tribal cultural resources than were identified in the TASP FEIR.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

General Plan Policies

- *Policy 4.f-G-1: Preserve existing historical and cultural resources, especially those site where an Historical Park may prove feasible.*

Conclusion

The TASP FEIR adequately evaluated the potential tribal cultural resources impacts for the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

19. UTILITIES AND SERVICE SYSTEMS

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion

Wastewater Treatment Requirements

As the TASP FEIR describes, the City's Main Pump Station has a wet weather capacity between 42 and 45 million gallons per day (mgd) and the City does not expect buildout of the TASP, including the project site, to cause the City's overall wet weather flow to exceed this capacity (TASP Impact 3.11-3).[41] The City plans to make improvements to the Main Sewage Pump Station, not as a result of the buildout of the TASP, but as a result of overdue maintenance and seismic deficiencies. The TASP

[41] Milpitas, City of, 2008b, op. cit.

FEIR determined that the buildout of the TASP would result in an increase in wastewater flow and several new improvement projects to sewer pipelines would be required.

The TASP FEIR also determined buildout of the TASP would create sewer flows that when combined with other cumulative growth and development within the City would exceed the City's contracted capacity at the Water Pollution Control Plant. However, because the proposed project is within the level of development evaluated in the TASP FEIR, it would not result in any new or more severe impacts related to wastewater capacity and infrastructure than those previously analyzed.

Stormwater Drainage Facilities

The TASP would require the development of new storm drainage infrastructure as outlined in the 2001 Storm Drain Master Plan.[42] The majority of existing utilities within the boundary of the project site, aside from those within the public utility easement, would be removed. The proposed project would include the installation of new storm drain lines on the project site and would connect to the existing 12-inch municipal storm drain located at the northwest corner of the project site. The potential impacts associated with storm drainage facilities from the proposed project would not be greater or more severe than those identified in the TASP FEIR.

Water Supply

The TASP FEIR determined that the buildout of the TASP, including the project site, would increase water demand at buildout by 1.1 mgd. The buildout of the TASP would exceed capacity of the existing turnout delivering water from the SCVWD system during the peak hour demand period. This increase in demand would require improvements to the existing water infrastructure both within the TASP Area and affected pressure zones.

TASP Policy 6.22 would ensure that less-than-significant impacts associated with water supply would occur. The TASP FEIR concluded that this water demand will be adequately served by water supplies from current sources in addition to offsets by the supplies available from the SCVWD, the ability to run emergency wells, and an increased use of recycled water. The TASP provides policies which require the use of recycled water.

The proposed project would conform to TASP policies that would reduce the impact to a less-than-significant level and would not result in greater growth on the project site than anticipated by the TASP FEIR. Impacts of the proposed project would not result in any greater impacts than those identified by the TASP FEIR.

Solid Waste

Buildout of the TASP Area would result in an increase in the amount of solid waste due mainly to the increase in residential uses. The TASP FEIR concluded that there is sufficient capacity in the existing solid waste disposal facilities serving the TASP Area, including the project site, for at least 30 more years. The proposed project would conform to TASP policies and would not result in any new or more severe impacts beyond those identified in the TASP FEIR.

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42 Milpitas, City of, 2001. *Storm Drain Master Plan*. July.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Applicable Policies

TASP Policies

- *Policy 6.6: Construct the improvements within the Transit Area that were identified in the 2001 Storm Drainage Master Plan, and any other improvements identified in updates to the Master Plan.*
- *Policy 6.13: Provide water supply for the Specific Plan area from the Santa Clara Valley Water District.*
- *Policy 6.16: Reduce water consumption through a program of water conservation measures, such as use of recycled water, water-saving features, and drought-tolerant landscaping.*
- *Policy 6.17: The City of Milpitas will require that water saving devices, as required by the California Plumbing Code, be installed in all residential, commercial, industrial and institutional facilities within the Transit Area. Such devices are capable of reducing the amount of water used indoors, resulting in substantial wastewater flow reductions.*
- *Policy 6.19: Per the Midtown Specific Plan, require new development to include recycled water lines for irrigation.*
- *Policy 6.20: The City of Milpitas will require that recycled water be used to irrigate all parks, plazas, community facilities, linear parks, landscaped front yards and buffer zones. Recycled water may also be used for landscape irrigation on vegetated setbacks and private common areas. The City shall also require, where reasonable and feasible, that commercial uses, schools and non-residential mixed use developments be provided with dual plumbing to enable indoor recycled water use for non-potable uses to the extent feasible.*
- *Policy 6.21: Require existing irrigation users to convert to recycled water when it becomes available.*
- *Policy 6.23: All new development shall participate to the maximum extent practical in solid waste source reduction and diversion programs.*

Conclusion

The TASP FEIR adequately evaluated the potential utilities impacts for the proposed project. Therefore, potential impacts would be less than significant and additional mitigation is not required.

20. WILDFIRE

	New Potentially Significant Impact	New Mitigation Required	Reduced Impact	No New Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Discussion

Since certification of the TASP FEIR, Appendix G of the CEQA Guidelines has been revised to include a separate section for Wildfire. Effective December 28, 2018, CEQA requires the evaluation of wildfire hazards, among other changes. Because the TASP FEIR was certified prior to December 28, 2018, a separate evaluation of wildfire impacts was not included.

However, the Hazards and Hazardous Materials section of the TASP FEIR did determine that there were no Very High Fire Hazard Severity Zones within the TASP Area. In addition, the project site is not located in or near any State responsibility areas. Therefore, the proposed project would not result in any new impacts related to wildfire hazards.

Applicable Mitigation

No substantial changes in environmental circumstances have occurred for this topic, nor revisions to the project, nor new information that could not have been known at the time the TASP FEIR was certified leading to new or more severe significant impacts, and no new mitigation measures are required.

Conclusion

The TASP FEIR adequately evaluated the potential impacts related to hazards (and by extension, wildfire) of the proposed project and no new impacts would result.

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APPENDIX A

CALEEMOD OUTPUT SHEETS

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2001 Tarob Court

Bay Area AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	0.77	40,000.00	114
Unenclosed Parking with Elevator	60.00	Space	0.00	24,000.00	0
Parking Lot	14.00	Space	0.10	5,600.00	0
City Park	0.44	Acre	0.44	19,166.40	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2021
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	328.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

2001 Tarob Court - Bay Area AQMD Air District, Annual

Project Characteristics - CO2 intensity based on 5-year average, PG&E, 2015

Land Use - The project would include 40 residential units, a parking garage with 60 spaces, an additional 14 onstreet parking spaces, and 0.44 acres of open space/landscaped areas.

Construction Phase - Construction of the proposed project is anticipated to occur over approximately 16 months, starting in April 2020 and ending in August 2021.

Grading - approximately 1,410 cubic yards of soils would be excavated and exported

Demolition - The project would demolish the existing 16,463-square-foot office/light-industrial building

Vehicle Trips - Based on ITE Trip Generation Rates for land use code 220 and 9% transit trip rediction per VTA's Transportation Impact Analysis Guidelines

Water Mitigation -

Energy Mitigation -

Mobile Land Use Mitigation -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	200.00	250.00
tblConstructionPhase	NumDays	4.00	20.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	20.00
tblConstructionPhase	PhaseEndDate	3/15/2021	8/6/2021
tblConstructionPhase	PhaseEndDate	2/15/2021	6/11/2021
tblConstructionPhase	PhaseEndDate	5/11/2020	6/26/2020
tblConstructionPhase	PhaseEndDate	3/1/2021	7/9/2021
tblConstructionPhase	PhaseEndDate	5/5/2020	5/29/2020
tblConstructionPhase	PhaseStartDate	3/2/2021	7/12/2021
tblConstructionPhase	PhaseStartDate	5/12/2020	6/29/2020
tblConstructionPhase	PhaseStartDate	5/6/2020	6/1/2020
tblConstructionPhase	PhaseStartDate	2/16/2021	6/14/2021

tblGrading	AcresOfGrading	7.50	1.22
tblGrading	AcresOfGrading	10.00	1.22
tblGrading	MaterialExported	0.00	1,410.00
tblLandUse	LotAcreage	1.05	0.77
tblLandUse	LotAcreage	0.54	0.00
tblLandUse	LotAcreage	0.13	0.10
tblProjectCharacteristics	CO2IntensityFactor	641.35	328.8
tblVehicleTrips	ST_TR	6.39	6.05
tblVehicleTrips	ST_TR	22.75	0.00
tblVehicleTrips	SU_TR	5.86	6.05
tblVehicleTrips	SU_TR	16.74	0.00
tblVehicleTrips	WD_TR	6.65	6.05
tblVehicleTrips	WD_TR	1.89	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.2031	1.6725	1.2903	2.6200e-003	0.1430	0.0807	0.2236	0.0648	0.0768	0.1416	0.0000	225.6204	225.6204	0.0391	0.0000	226.5973
2021	0.4146	0.9628	0.9420	1.8600e-003	0.0288	0.0451	0.0739	7.7800e-003	0.0434	0.0512	0.0000	158.1868	158.1868	0.0241	0.0000	158.7881
Maximum	**0.4146**	**1.6725**	**1.2903**	**2.6200e-003**	**0.1430**	**0.0807**	**0.2236**	**0.0648**	**0.0768**	**0.1416**	**0.0000**	**225.6204**	**225.6204**	**0.0391**	**0.0000**	**226.5973**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2020	0.2031	1.6725	1.2903	2.6200e-003	0.1430	0.0807	0.2236	0.0648	0.0768	0.1416	0.0000	225.6202	225.6202	0.0391	0.0000	226.5971
2021	0.4146	0.9628	0.9420	1.8600e-003	0.0288	0.0451	0.0739	7.7800e-003	0.0434	0.0512	0.0000	158.1867	158.1867	0.0241	0.0000	158.7880
Maximum	**0.4146**	**1.6725**	**1.2903**	**2.6200e-003**	**0.1430**	**0.0807**	**0.2236**	**0.0648**	**0.0768**	**0.1416**	**0.0000**	**225.6202**	**225.6202**	**0.0391**	**0.0000**	**226.5971**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	4-6-2020	7-5-2020	0.6488	0.6488
2	7-6-2020	10-5-2020	0.6081	0.6081
3	10-6-2020	1-5-2021	0.6070	0.6070
4	1-6-2021	4-5-2021	0.5470	0.5470
5	4-6-2021	7-5-2021	0.4737	0.4737
6	7-6-2021	9-30-2021	0.2962	0.2962
		Highest	0.6488	0.6488

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.2885	5.5700e-003	0.4254	2.7000e-004		0.0198	0.0198		0.0198	0.0198	1.8236	1.2355	3.0591	3.4000e-003	1.2000e-004	3.1799
Energy	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	50.3060	50.3060	3.1600e-003	9.2000e-004	50.6591
Mobile	0.0646	0.3124	0.7294	2.4800e-003	0.2080	2.3100e-003	0.2103	0.0558	2.1600e-003	0.0580	0.0000	227.1256	227.1256	8.6500e-003	0.0000	227.3418
Waste						0.0000	0.0000		0.0000	0.0000	3.7432	0.0000	3.7432	0.2212	0.0000	9.2735
Water						0.0000	0.0000		0.0000	0.0000	0.8268	3.2345	4.0613	0.0852	2.0600e-003	6.8066
Total	**0.3550**	**0.3339**	**1.1616**	**2.8500e-003**	**0.2080**	**0.0234**	**0.2314**	**0.0558**	**0.0233**	**0.0791**	**6.3936**	**281.9016**	**288.2951**	**0.3216**	**3.1000e-003**	**297.2609**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1962	3.4400e-003	0.2983	2.0000e-005		1.6400e-003	1.6400e-003		1.6400e-003	1.6400e-003	0.0000	0.4865	0.4865	4.7000e-004	0.0000	0.4983
Energy	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	50.2800	50.2800	3.1600e-003	9.2000e-004	50.6329
Mobile	0.0514	0.2139	0.4253	1.1500e-003	0.0881	1.1400e-003	0.0892	0.0236	1.0600e-003	0.0247	0.0000	105.6893	105.6893	5.1700e-003	0.0000	105.8186
Waste						0.0000	0.0000		0.0000	0.0000	3.7432	0.0000	3.7432	0.2212	0.0000	9.2735
Water						0.0000	0.0000		0.0000	0.0000	0.6615	2.7023	3.3638	0.0682	1.6500e-003	5.5609
Total	**0.2495**	**0.2333**	**0.7304**	**1.2700e-003**	**0.0881**	**4.0700e-003**	**0.0922**	**0.0236**	**3.9900e-003**	**0.0276**	**4.4046**	**159.1581**	**163.5627**	**0.2982**	**2.5700e-003**	**171.7843**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**29.72**	**30.13**	**37.12**	**55.44**	**57.66**	**82.61**	**60.18**	**57.66**	**82.85**	**65.06**	**31.11**	**43.54**	**43.27**	**7.29**	**17.10**	**42.21**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	4/6/2020	5/1/2020	5	20	
2	Site Preparation	Site Preparation	5/2/2020	5/29/2020	5	20	
3	Grading	Grading	6/1/2020	6/26/2020	5	20	
4	Building Construction	Building Construction	6/29/2020	6/11/2021	5	250	
5	Paving	Paving	6/14/2021	7/9/2021	5	20	
6	Architectural Coating	Architectural Coating	7/12/2021	8/6/2021	5	20	

Acres of Grading (Site Preparation Phase): 1.22

Acres of Grading (Grading Phase): 1.22

Acres of Paving: 0.1

Residential Indoor: 81,000; Residential Outdoor: 27,000; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,776 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	75.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	176.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	49.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.1000e-003	0.0000	8.1000e-003	1.2300e-003	0.0000	1.2300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0213	0.2095	0.1466	2.4000e-004		0.0115	0.0115		0.0108	0.0108	0.0000	21.0677	21.0677	5.4200e-003	0.0000	21.2031
Total	**0.0213**	**0.2095**	**0.1466**	**2.4000e-004**	**8.1000e-003**	**0.0115**	**0.0196**	**1.2300e-003**	**0.0108**	**0.0120**	**0.0000**	**21.0677**	**21.0677**	**5.4200e-003**	**0.0000**	**21.2031**

3.2 Demolition - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.1000e-004	0.0110	2.2000e-003	3.0000e-005	6.3000e-004	4.0000e-005	6.7000e-004	1.7000e-004	3.0000e-005	2.1000e-004	0.0000	2.8739	2.8739	1.5000e-004	0.0000	2.8776
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.1000e-004	3.1900e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	0.9000	0.9000	2.0000e-005	0.0000	0.9005
Total	**7.4000e-004**	**0.0113**	**5.3900e-003**	**4.0000e-005**	**1.6600e-003**	**5.0000e-005**	**1.7000e-003**	**4.4000e-004**	**4.0000e-005**	**4.9000e-004**	**0.0000**	**3.7739**	**3.7739**	**1.7000e-004**	**0.0000**	**3.7781**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.1000e-003	0.0000	8.1000e-003	1.2300e-003	0.0000	1.2300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0213	0.2095	0.1466	2.4000e-004		0.0115	0.0115		0.0108	0.0108	0.0000	21.0676	21.0676	5.4200e-003	0.0000	21.2030
Total	**0.0213**	**0.2095**	**0.1466**	**2.4000e-004**	**8.1000e-003**	**0.0115**	**0.0196**	**1.2300e-003**	**0.0108**	**0.0120**	**0.0000**	**21.0676**	**21.0676**	**5.4200e-003**	**0.0000**	**21.2030**

3.2 Demolition - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.1000e-004	0.0110	2.2000e-003	3.0000e-005	6.3000e-004	4.0000e-005	6.7000e-004	1.7000e-004	3.0000e-005	2.1000e-004	0.0000	2.8739	2.8739	1.5000e-004	0.0000	2.8776
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.3000e-004	3.1000e-004	3.1900e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	0.9000	0.9000	2.0000e-005	0.0000	0.9005
Total	**7.4000e-004**	**0.0113**	**5.3900e-003**	**4.0000e-005**	**1.6600e-003**	**5.0000e-005**	**1.7000e-003**	**4.4000e-004**	**4.0000e-005**	**4.9000e-004**	**0.0000**	**3.7739**	**3.7739**	**1.7000e-004**	**0.0000**	**3.7781**

3.3 Site Preparation - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0533	0.0000	0.0533	0.0290	0.0000	0.0290	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0163	0.1835	0.0771	1.7000e-004		8.2100e-003	8.2100e-003		7.5500e-003	7.5500e-003	0.0000	15.1265	15.1265	4.8900e-003	0.0000	15.2488
Total	**0.0163**	**0.1835**	**0.0771**	**1.7000e-004**	**0.0533**	**8.2100e-003**	**0.0616**	**0.0290**	**7.5500e-003**	**0.0366**	**0.0000**	**15.1265**	**15.1265**	**4.8900e-003**	**0.0000**	**15.2488**

3.3 Site Preparation - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9600e-003	1.0000e-005	6.3000e-004	0.0000	6.4000e-004	1.7000e-004	0.0000	1.7000e-004	0.0000	0.5538	0.5538	1.0000e-005	0.0000	0.5542
Total	**2.7000e-004**	**1.9000e-004**	**1.9600e-003**	**1.0000e-005**	**6.3000e-004**	**0.0000**	**6.4000e-004**	**1.7000e-004**	**0.0000**	**1.7000e-004**	**0.0000**	**0.5538**	**0.5538**	**1.0000e-005**	**0.0000**	**0.5542**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0533	0.0000	0.0533	0.0290	0.0000	0.0290	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0163	0.1835	0.0771	1.7000e-004		8.2100e-003	8.2100e-003		7.5500e-003	7.5500e-003	0.0000	15.1265	15.1265	4.8900e-003	0.0000	15.2488
Total	**0.0163**	**0.1835**	**0.0771**	**1.7000e-004**	**0.0533**	**8.2100e-003**	**0.0616**	**0.0290**	**7.5500e-003**	**0.0366**	**0.0000**	**15.1265**	**15.1265**	**4.8900e-003**	**0.0000**	**15.2488**

3.3 Site Preparation - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9600e-003	1.0000e-005	6.3000e-004	0.0000	6.4000e-004	1.7000e-004	0.0000	1.7000e-004	0.0000	0.5538	0.5538	1.0000e-005	0.0000	0.5542
Total	**2.7000e-004**	**1.9000e-004**	**1.9600e-003**	**1.0000e-005**	**6.3000e-004**	**0.0000**	**6.4000e-004**	**1.7000e-004**	**0.0000**	**1.7000e-004**	**0.0000**	**0.5538**	**0.5538**	**1.0000e-005**	**0.0000**	**0.5542**

3.4 Grading - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0459	0.0000	0.0459	0.0249	0.0000	0.0249	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0135	0.1509	0.0645	1.4000e-004		6.8400e-003	6.8400e-003		6.3000e-003	6.3000e-003	0.0000	12.3896	12.3896	4.0100e-003	0.0000	12.4898
Total	**0.0135**	**0.1509**	**0.0645**	**1.4000e-004**	**0.0459**	**6.8400e-003**	**0.0527**	**0.0249**	**6.3000e-003**	**0.0312**	**0.0000**	**12.3896**	**12.3896**	**4.0100e-003**	**0.0000**	**12.4898**

3.4 Grading - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	7.3000e-004	0.0257	5.1700e-003	7.0000e-005	1.4900e-003	8.0000e-005	1.5700e-003	4.1000e-004	8.0000e-005	4.9000e-004	0.0000	6.7441	6.7441	3.5000e-004	0.0000	6.7528
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9600e-003	1.0000e-005	6.3000e-004	0.0000	6.4000e-004	1.7000e-004	0.0000	1.7000e-004	0.0000	0.5538	0.5538	1.0000e-005	0.0000	0.5542
Total	**1.0000e-003**	**0.0259**	**7.1300e-003**	**8.0000e-005**	**2.1200e-003**	**8.0000e-005**	**2.2100e-003**	**5.8000e-004**	**8.0000e-005**	**6.6000e-004**	**0.0000**	**7.2979**	**7.2979**	**3.6000e-004**	**0.0000**	**7.3069**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0459	0.0000	0.0459	0.0249	0.0000	0.0249	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0135	0.1509	0.0645	1.4000e-004		6.8400e-003	6.8400e-003		6.3000e-003	6.3000e-003	0.0000	12.3896	12.3896	4.0100e-003	0.0000	12.4898
Total	**0.0135**	**0.1509**	**0.0645**	**1.4000e-004**	**0.0459**	**6.8400e-003**	**0.0527**	**0.0249**	**6.3000e-003**	**0.0312**	**0.0000**	**12.3896**	**12.3896**	**4.0100e-003**	**0.0000**	**12.4898**

3.4 Grading - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	7.3000e-004	0.0257	5.1700e-003	7.0000e-005	1.4900e-003	8.0000e-005	1.5700e-003	4.1000e-004	8.0000e-005	4.9000e-004	0.0000	6.7441	6.7441	3.5000e-004	0.0000	6.7528
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	1.9000e-004	1.9600e-003	1.0000e-005	6.3000e-004	0.0000	6.4000e-004	1.7000e-004	0.0000	1.7000e-004	0.0000	0.5538	0.5538	1.0000e-005	0.0000	0.5542
Total	**1.0000e-003**	**0.0259**	**7.1300e-003**	**8.0000e-005**	**2.1200e-003**	**8.0000e-005**	**2.2100e-003**	**5.8000e-004**	**8.0000e-005**	**6.6000e-004**	**0.0000**	**7.2979**	**7.2979**	**3.6000e-004**	**0.0000**	**7.3069**

3.5 Building Construction - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1360	0.9908	0.8836	1.4800e-003		0.0533	0.0533		0.0515	0.0515	0.0000	121.6332	121.6332	0.0226	0.0000	122.1977
Total	**0.1360**	**0.9908**	**0.8836**	**1.4800e-003**		**0.0533**	**0.0533**		**0.0515**	**0.0515**	**0.0000**	**121.6332**	**121.6332**	**0.0226**	**0.0000**	**122.1977**

3.5 Building Construction - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1100e-003	0.0928	0.0233	2.2000e-004	5.2700e-003	4.5000e-004	5.7200e-003	1.5200e-003	4.3000e-004	1.9600e-003	0.0000	21.0503	21.0503	1.0900e-003	0.0000	21.0774
Worker	0.0109	7.7900e-003	0.0806	2.5000e-004	0.0259	1.7000e-004	0.0261	6.9000e-003	1.6000e-004	7.0600e-003	0.0000	22.7276	22.7276	5.5000e-004	0.0000	22.7413
Total	**0.0140**	**0.1006**	**0.1040**	**4.7000e-004**	**0.0312**	**6.2000e-004**	**0.0318**	**8.4200e-003**	**5.9000e-004**	**9.0200e-003**	**0.0000**	**43.7779**	**43.7779**	**1.6400e-003**	**0.0000**	**43.8188**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1360	0.9908	0.8836	1.4800e-003		0.0533	0.0533		0.0515	0.0515	0.0000	121.6331	121.6331	0.0226	0.0000	122.1976
Total	**0.1360**	**0.9908**	**0.8836**	**1.4800e-003**		**0.0533**	**0.0533**		**0.0515**	**0.0515**	**0.0000**	**121.6331**	**121.6331**	**0.0226**	**0.0000**	**122.1976**

3.5 Building Construction - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.1100e-003	0.0928	0.0233	2.2000e-004	5.2700e-003	4.5000e-004	5.7200e-003	1.5200e-003	4.3000e-004	1.9600e-003	0.0000	21.0503	21.0503	1.0900e-003	0.0000	21.0774
Worker	0.0109	7.7900e-003	0.0806	2.5000e-004	0.0259	1.7000e-004	0.0261	6.9000e-003	1.6000e-004	7.0600e-003	0.0000	22.7276	22.7276	5.5000e-004	0.0000	22.7413
Total	**0.0140**	**0.1006**	**0.1040**	**4.7000e-004**	**0.0312**	**6.2000e-004**	**0.0318**	**8.4200e-003**	**5.9000e-004**	**9.0200e-003**	**0.0000**	**43.7779**	**43.7779**	**1.6400e-003**	**0.0000**	**43.8188**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1051	0.7909	0.7482	1.2800e-003		0.0397	0.0397		0.0383	0.0383	0.0000	105.2976	105.2976	0.0188	0.0000	105.7676
Total	**0.1051**	**0.7909**	**0.7482**	**1.2800e-003**		**0.0397**	**0.0397**		**0.0383**	**0.0383**	**0.0000**	**105.2976**	**105.2976**	**0.0188**	**0.0000**	**105.7676**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.2100e-003	0.0727	0.0182	1.9000e-004	4.5600e-003	1.6000e-004	4.7200e-003	1.3200e-003	1.5000e-004	1.4700e-003	0.0000	18.0503	18.0503	8.9000e-004	0.0000	18.0725
Worker	8.7200e-003	6.0200e-003	0.0637	2.1000e-004	0.0225	1.5000e-004	0.0226	5.9700e-003	1.4000e-004	6.1100e-003	0.0000	18.9843	18.9843	4.3000e-004	0.0000	18.9949
Total	**0.0109**	**0.0787**	**0.0819**	**4.0000e-004**	**0.0270**	**3.1000e-004**	**0.0273**	**7.2900e-003**	**2.9000e-004**	**7.5800e-003**	**0.0000**	**37.0346**	**37.0346**	**1.3200e-003**	**0.0000**	**37.0674**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1051	0.7909	0.7482	1.2800e-003		0.0397	0.0397		0.0383	0.0383	0.0000	105.2975	105.2975	0.0188	0.0000	105.7675
Total	**0.1051**	**0.7909**	**0.7482**	**1.2800e-003**		**0.0397**	**0.0397**		**0.0383**	**0.0383**	**0.0000**	**105.2975**	**105.2975**	**0.0188**	**0.0000**	**105.7675**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.2100e-003	0.0727	0.0182	1.9000e-004	4.5600e-003	1.6000e-004	4.7200e-003	1.3200e-003	1.5000e-004	1.4700e-003	0.0000	18.0503	18.0503	8.9000e-004	0.0000	18.0725
Worker	8.7200e-003	6.0200e-003	0.0637	2.1000e-004	0.0225	1.5000e-004	0.0226	5.9700e-003	1.4000e-004	6.1100e-003	0.0000	18.9843	18.9843	4.3000e-004	0.0000	18.9949
Total	**0.0109**	**0.0787**	**0.0819**	**4.0000e-004**	**0.0270**	**3.1000e-004**	**0.0273**	**7.2900e-003**	**2.9000e-004**	**7.5800e-003**	**0.0000**	**37.0346**	**37.0346**	**1.3200e-003**	**0.0000**	**37.0674**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	7.7400e-003	0.0774	0.0886	1.4000e-004		4.1500e-003	4.1500e-003		3.8300e-003	3.8300e-003	0.0000	11.7650	11.7650	3.7300e-003	0.0000	11.8582
Paving	1.3000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**7.8700e-003**	**0.0774**	**0.0886**	**1.4000e-004**		**4.1500e-003**	**4.1500e-003**		**3.8300e-003**	**3.8300e-003**	**0.0000**	**11.7650**	**11.7650**	**3.7300e-003**	**0.0000**	**11.8582**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-004	2.8000e-004	2.9200e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	0.8684	0.8684	2.0000e-005	0.0000	0.8689
Total	**4.0000e-004**	**2.8000e-004**	**2.9200e-003**	**1.0000e-005**	**1.0300e-003**	**1.0000e-005**	**1.0300e-003**	**2.7000e-004**	**1.0000e-005**	**2.8000e-004**	**0.0000**	**0.8684**	**0.8684**	**2.0000e-005**	**0.0000**	**0.8689**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	7.7400e-003	0.0774	0.0886	1.4000e-004		4.1500e-003	4.1500e-003		3.8300e-003	3.8300e-003	0.0000	11.7650	11.7650	3.7300e-003	0.0000	11.8582
Paving	1.3000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**7.8700e-003**	**0.0774**	**0.0886**	**1.4000e-004**		**4.1500e-003**	**4.1500e-003**		**3.8300e-003**	**3.8300e-003**	**0.0000**	**11.7650**	**11.7650**	**3.7300e-003**	**0.0000**	**11.8582**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.0000e-004	2.8000e-004	2.9200e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	0.8684	0.8684	2.0000e-005	0.0000	0.8689
Total	**4.0000e-004**	**2.8000e-004**	**2.9200e-003**	**1.0000e-005**	**1.0300e-003**	**1.0000e-005**	**1.0300e-003**	**2.7000e-004**	**1.0000e-005**	**2.8000e-004**	**0.0000**	**0.8684**	**0.8684**	**2.0000e-005**	**0.0000**	**0.8689**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2878					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.1900e-003	0.0153	0.0182	3.0000e-005		9.4000e-004	9.4000e-004		9.4000e-004	9.4000e-004	0.0000	2.5533	2.5533	1.8000e-004	0.0000	2.5576
Total	**0.2899**	**0.0153**	**0.0182**	**3.0000e-005**		**9.4000e-004**	**9.4000e-004**		**9.4000e-004**	**9.4000e-004**	**0.0000**	**2.5533**	**2.5533**	**1.8000e-004**	**0.0000**	**2.5576**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1000e-004	2.1000e-004	2.2400e-003	1.0000e-005	7.9000e-004	1.0000e-005	8.0000e-004	2.1000e-004	0.0000	2.1000e-004	0.0000	0.6680	0.6680	1.0000e-005	0.0000	0.6684
Total	**3.1000e-004**	**2.1000e-004**	**2.2400e-003**	**1.0000e-005**	**7.9000e-004**	**1.0000e-005**	**8.0000e-004**	**2.1000e-004**	**0.0000**	**2.1000e-004**	**0.0000**	**0.6680**	**0.6680**	**1.0000e-005**	**0.0000**	**0.6684**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2878					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.1900e-003	0.0153	0.0182	3.0000e-005		9.4000e-004	9.4000e-004		9.4000e-004	9.4000e-004	0.0000	2.5533	2.5533	1.8000e-004	0.0000	2.5576
Total	**0.2899**	**0.0153**	**0.0182**	**3.0000e-005**		**9.4000e-004**	**9.4000e-004**		**9.4000e-004**	**9.4000e-004**	**0.0000**	**2.5533**	**2.5533**	**1.8000e-004**	**0.0000**	**2.5576**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.1000e-004	2.1000e-004	2.2400e-003	1.0000e-005	7.9000e-004	1.0000e-005	8.0000e-004	2.1000e-004	0.0000	2.1000e-004	0.0000	0.6680	0.6680	1.0000e-005	0.0000	0.6684
Total	**3.1000e-004**	**2.1000e-004**	**2.2400e-003**	**1.0000e-005**	**7.9000e-004**	**1.0000e-005**	**8.0000e-004**	**2.1000e-004**	**0.0000**	**2.1000e-004**	**0.0000**	**0.6680**	**0.6680**	**1.0000e-005**	**0.0000**	**0.6684**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0514	0.2139	0.4253	1.1500e-003	0.0881	1.1400e-003	0.0892	0.0236	1.0600e-003	0.0247	0.0000	105.6893	105.6893	5.1700e-003	0.0000	105.8186
Unmitigated	0.0646	0.3124	0.7294	2.4800e-003	0.2080	2.3100e-003	0.2103	0.0558	2.1600e-003	0.0580	0.0000	227.1256	227.1256	8.6500e-003	0.0000	227.3418

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	242.00	242.00	242.00	558,925	236,657
City Park	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unenclosed Parking with Elevator	0.00	0.00	0.00		
Total	242.00	242.00	242.00	558,925	236,657

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	4.80	5.70	31.00	15.00	54.00	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Unenclosed Parking with	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
City Park	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Parking Lot	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Unenclosed Parking with Elevator	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	31.8387	31.8387	2.8100e-003	5.8000e-004	32.0820
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	31.8646	31.8646	2.8100e-003	5.8000e-004	32.1082
NaturalGas Mitigated	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	18.4414	18.4414	3.5000e-004	3.4000e-004	18.5510
NaturalGas Unmitigated	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	18.4414	18.4414	3.5000e-004	3.4000e-004	18.5510

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	345578	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	18.4414	18.4414	3.5000e-004	3.4000e-004	18.5510
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**1.8600e-003**	**0.0159**	**6.7800e-003**	**1.0000e-004**		**1.2900e-003**	**1.2900e-003**		**1.2900e-003**	**1.2900e-003**	**0.0000**	**18.4414**	**18.4414**	**3.5000e-004**	**3.4000e-004**	**18.5510**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	345578	1.8600e-003	0.0159	6.7800e-003	1.0000e-004		1.2900e-003	1.2900e-003		1.2900e-003	1.2900e-003	0.0000	18.4414	18.4414	3.5000e-004	3.4000e-004	18.5510
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**1.8600e-003**	**0.0159**	**6.7800e-003**	**1.0000e-004**		**1.2900e-003**	**1.2900e-003**		**1.2900e-003**	**1.2900e-003**	**0.0000**	**18.4414**	**18.4414**	**3.5000e-004**	**3.4000e-004**	**18.5510**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	165134	24.6283	2.1700e-003	4.5000e-004	24.8165
City Park	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	1960	0.2923	3.0000e-005	1.0000e-005	0.2946
Unenclosed Parking with Elevator	46560	6.9440	6.1000e-004	1.3000e-004	6.9971
Total		**31.8646**	**2.8100e-003**	**5.9000e-004**	**32.1082**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	164960	24.6023	2.1700e-003	4.5000e-004	24.7904
City Park	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	1960	0.2923	3.0000e-005	1.0000e-005	0.2946
Unenclosed Parking with Elevator	46560	6.9440	6.1000e-004	1.3000e-004	6.9971
Total		**31.8387**	**2.8100e-003**	**5.9000e-004**	**32.0820**

6.0 Area Detail

6.1 Mitigation Measures Area

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1962	3.4400e-003	0.2983	2.0000e-005		1.6400e-003	1.6400e-003		1.6400e-003	1.6400e-003	0.0000	0.4865	0.4865	4.7000e-004	0.0000	0.4983
Unmitigated	0.2885	5.5700e-003	0.4254	2.7000e-004		0.0198	0.0198		0.0198	0.0198	1.8236	1.2355	3.0591	3.4000e-003	1.2000e-004	3.1799

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0288					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1583					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0923	2.1200e-003	0.1271	2.5000e-004		0.0182	0.0182		0.0182	0.0182	1.8236	0.7490	2.5726	2.9300e-003	1.2000e-004	2.6815
Landscaping	9.0800e-003	3.4400e-003	0.2983	2.0000e-005		1.6400e-003	1.6400e-003		1.6400e-003	1.6400e-003	0.0000	0.4865	0.4865	4.7000e-004	0.0000	0.4983
Total	**0.2885**	**5.5600e-003**	**0.4254**	**2.7000e-004**		**0.0198**	**0.0198**		**0.0198**	**0.0198**	**1.8236**	**1.2355**	**3.0591**	**3.4000e-003**	**1.2000e-004**	**3.1799**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0288					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1583					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	9.0800e-003	3.4400e-003	0.2983	2.0000e-005		1.6400e-003	1.6400e-003		1.6400e-003	1.6400e-003	0.0000	0.4865	0.4865	4.7000e-004	0.0000	0.4983
Total	**0.1962**	**3.4400e-003**	**0.2983**	**2.0000e-005**		**1.6400e-003**	**1.6400e-003**		**1.6400e-003**	**1.6400e-003**	**0.0000**	**0.4865**	**0.4865**	**4.7000e-004**	**0.0000**	**0.4983**

7.0 Water Detail

7.1 Mitigation Measures Water

Use Reclaimed Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Turf Reduction

Use Water Efficient Irrigation System

Use Water Efficient Landscaping

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	3.3638	0.0682	1.6500e-003	5.5609
Unmitigated	4.0613	0.0852	2.0600e-003	6.8066

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	2.60616 / 1.64301	3.7876	0.0852	2.0600e-003	6.5309
City Park	0 / 0.524252	0.2737	2.0000e-005	0.0000	0.2758
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**4.0613**	**0.0852**	**2.0600e-003**	**6.8066**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	2.08493 / 1.48108	3.1171	0.0682	1.6500e-003	5.3124
City Park	0 / 0.472582	0.2467	2.0000e-005	0.0000	0.2486
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**3.3638**	**0.0682**	**1.6500e-003**	**5.5609**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	3.7432	0.2212	0.0000	9.2735
Unmitigated	3.7432	0.2212	0.0000	9.2735

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	18.4	3.7350	0.2207	0.0000	9.2534
City Park	0.04	8.1200e-003	4.8000e-004	0.0000	0.0201
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000
Total		**3.7432**	**0.2212**	**0.0000**	**9.2735**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	18.4	3.7350	0.2207	0.0000	9.2534
City Park	0.04	8.1200e-003	4.8000e-004	0.0000	0.0201
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000
Total		**3.7432**	**0.2212**	**0.0000**	**9.2735**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

2001 Tarob Court

Bay Area AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	0.77	40,000.00	114
Unenclosed Parking with Elevator	60.00	Space	0.00	24,000.00	0
Parking Lot	14.00	Space	0.10	5,600.00	0
City Park	0.44	Acre	0.44	19,166.40	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2021
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	328.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

2001 Tarob Court - Bay Area AQMD Air District, Summer

Project Characteristics - CO2 intensity based on 5-year average, PG&E, 2015

Land Use - The project would include 40 residential units, a parking garage with 60 spaces, an additional 14 onstreet parking spaces, and 0.44 acres of open space/landscaped areas.

Construction Phase - Construction of the proposed project is anticipated to occur over approximately 16 months, starting in April 2020 and ending in August 2021.

Grading - approximately 1,410 cubic yards of soils would be excavated and exported

Demolition - The project would demolish the existing 16,463-square-foot office/light-industrial building

Vehicle Trips - Based on ITE Trip Generation Rates for land use code 220 and 9% transit trip rediction per VTA's Transportation Impact Analysis Guidelines

Water Mitigation -

Energy Mitigation -

Mobile Land Use Mitigation -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	200.00	250.00
tblConstructionPhase	NumDays	4.00	20.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	20.00
tblConstructionPhase	PhaseEndDate	3/15/2021	8/6/2021
tblConstructionPhase	PhaseEndDate	2/15/2021	6/11/2021
tblConstructionPhase	PhaseEndDate	5/11/2020	6/26/2020
tblConstructionPhase	PhaseEndDate	3/1/2021	7/9/2021
tblConstructionPhase	PhaseEndDate	5/5/2020	5/29/2020
tblConstructionPhase	PhaseStartDate	3/2/2021	7/12/2021
tblConstructionPhase	PhaseStartDate	5/12/2020	6/29/2020
tblConstructionPhase	PhaseStartDate	5/6/2020	6/1/2020
tblConstructionPhase	PhaseStartDate	2/16/2021	6/14/2021

tblGrading	AcresOfGrading	7.50	1.22
tblGrading	AcresOfGrading	10.00	1.22
tblGrading	MaterialExported	0.00	1,410.00
tblLandUse	LotAcreage	1.05	0.77
tblLandUse	LotAcreage	0.54	0.00
tblLandUse	LotAcreage	0.13	0.10
tblProjectCharacteristics	CO2IntensityFactor	641.35	328.8
tblVehicleTrips	ST_TR	6.39	6.05
tblVehicleTrips	ST_TR	22.75	0.00
tblVehicleTrips	SU_TR	5.86	6.05
tblVehicleTrips	SU_TR	16.74	0.00
tblVehicleTrips	WD_TR	6.65	6.05
tblVehicleTrips	WD_TR	1.89	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	2.2463	22.0478	15.2195	0.0294	5.3997	1.1567	6.2211	2.9209	1.0801	3.6765	0.0000	2,753.3897	2,753.3897	0.6155	0.0000	2,763.4444
2021	29.0261	14.9682	14.3954	0.0292	0.4838	0.6896	1.1733	0.1302	0.6657	0.7959	0.0000	2,736.0304	2,736.0304	0.4134	0.0000	2,745.5858
Maximum	**29.0261**	**22.0478**	**15.2195**	**0.0294**	**5.3997**	**1.1567**	**6.2211**	**2.9209**	**1.0801**	**3.6765**	**0.0000**	**2,753.3897**	**2,753.3897**	**0.6155**	**0.0000**	**2,763.4444**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	2.2463	22.0478	15.2195	0.0294	5.3997	1.1567	6.2211	2.9209	1.0801	3.6765	0.0000	2,753.3897	2,753.3897	0.6155	0.0000	2,763.4444
2021	29.0261	14.9682	14.3954	0.0292	0.4838	0.6896	1.1733	0.1302	0.6657	0.7959	0.0000	2,736.0304	2,736.0304	0.4134	0.0000	2,745.5858
Maximum	**29.0261**	**22.0478**	**15.2195**	**0.0294**	**5.3997**	**1.1567**	**6.2211**	**2.9209**	**1.0801**	**3.6765**	**0.0000**	**2,753.3897**	**2,753.3897**	**0.6155**	**0.0000**	**2,763.4444**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.5765	0.4019	25.0491	0.0421		3.1038	3.1038		3.1038	3.1038	334.8339	154.1937	489.0275	0.4640	0.0237	507.6804
Energy	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
Mobile	0.4063	1.6623	4.1560	0.0144	1.1875	0.0127	1.2002	0.3177	0.0119	0.3296		1,456.2190	1,456.2190	0.0527		1,457.5362
Total	**17.9930**	**2.1515**	**29.2422**	**0.0570**	**1.1875**	**3.1235**	**4.3110**	**0.3177**	**3.1227**	**3.4404**	**334.8339**	**1,721.7997**	**2,056.6335**	**0.5188**	**0.0257**	**2,077.2654**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.1261	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183	0.0000	5.9584	5.9584	5.8000e-003	0.0000	6.1034
Energy	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
Mobile	0.3321	1.1530	2.2721	6.6800e-003	0.5028	6.2000e-003	0.5090	0.1345	5.8000e-003	0.1403		676.4867	676.4867	0.0306		677.2518
Total	**1.4683**	**1.2785**	**5.6241**	**7.4100e-003**	**0.5028**	**0.0315**	**0.5343**	**0.1345**	**0.0311**	**0.1657**	**0.0000**	**793.8320**	**793.8320**	**0.0385**	**2.0400e-003**	**795.4041**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**91.84**	**40.58**	**80.77**	**87.00**	**57.66**	**98.99**	**87.61**	**57.66**	**99.00**	**95.19**	**100.00**	**53.90**	**61.40**	**92.57**	**92.07**	**61.71**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	4/6/2020	5/1/2020	5	20	
2	Site Preparation	Site Preparation	5/2/2020	5/29/2020	5	20	
3	Grading	Grading	6/1/2020	6/26/2020	5	20	
4	Building Construction	Building Construction	6/29/2020	6/11/2021	5	250	
5	Paving	Paving	6/14/2021	7/9/2021	5	20	
6	Architectural Coating	Architectural Coating	7/12/2021	8/6/2021	5	20	

Acres of Grading (Site Preparation Phase): 1.22

Acres of Grading (Grading Phase): 1.22

Acres of Paving: 0.1

Residential Indoor: 81,000; Residential Outdoor: 27,000; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,776 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	75.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	176.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	49.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.8103	0.0000	0.8103	0.1227	0.0000	0.1227			0.0000			0.0000
Off-Road	2.1262	20.9463	14.6573	0.0241		1.1525	1.1525		1.0761	1.0761		2,322.3127	2,322.3127	0.5970		2,337.2363
Total	**2.1262**	**20.9463**	**14.6573**	**0.0241**	**0.8103**	**1.1525**	**1.9628**	**0.1227**	**1.0761**	**1.1988**		**2,322.3127**	**2,322.3127**	**0.5970**		**2,337.2363**

3.2 Demolition - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0309	1.0742	0.2135	2.9800e-003	0.0655	3.5100e-003	0.0690	0.0180	3.3600e-003	0.0213		319.0438	319.0438	0.0160		319.4428
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0452	0.0274	0.3488	1.0700e-003	0.1068	6.9000e-004	0.1075	0.0283	6.4000e-004	0.0290		106.7010	106.7010	2.5700e-003		106.7652
Total	**0.0761**	**1.1015**	**0.5623**	**4.0500e-003**	**0.1723**	**4.2000e-003**	**0.1765**	**0.0463**	**4.0000e-003**	**0.0503**		**425.7448**	**425.7448**	**0.0185**		**426.2081**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.8103	0.0000	0.8103	0.1227	0.0000	0.1227			0.0000			0.0000
Off-Road	2.1262	20.9463	14.6573	0.0241		1.1525	1.1525		1.0761	1.0761	0.0000	2,322.3127	2,322.3127	0.5970		2,337.2363
Total	**2.1262**	**20.9463**	**14.6573**	**0.0241**	**0.8103**	**1.1525**	**1.9628**	**0.1227**	**1.0761**	**1.1988**	**0.0000**	**2,322.3127**	**2,322.3127**	**0.5970**		**2,337.2363**

3.2 Demolition - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0309	1.0742	0.2135	2.9800e-003	0.0655	3.5100e-003	0.0690	0.0180	3.3600e-003	0.0213		319.0438	319.0438	0.0160		319.4428
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0452	0.0274	0.3488	1.0700e-003	0.1068	6.9000e-004	0.1075	0.0283	6.4000e-004	0.0290		106.7010	106.7010	2.5700e-003		106.7652
Total	**0.0761**	**1.1015**	**0.5623**	**4.0500e-003**	**0.1723**	**4.2000e-003**	**0.1765**	**0.0463**	**4.0000e-003**	**0.0503**		**425.7448**	**425.7448**	**0.0185**		**426.2081**

3.3 Site Preparation - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3340	0.0000	5.3340	2.9034	0.0000	2.9034			0.0000			0.0000
Off-Road	1.6299	18.3464	7.7093	0.0172		0.8210	0.8210		0.7553	0.7553		1,667.4119	1,667.4119	0.5393		1,680.8937
Total	**1.6299**	**18.3464**	**7.7093**	**0.0172**	**5.3340**	**0.8210**	**6.1550**	**2.9034**	**0.7553**	**3.6587**		**1,667.4119**	**1,667.4119**	**0.5393**		**1,680.8937**

3.3 Site Preparation - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0278	0.0168	0.2146	6.6000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		65.6621	65.6621	1.5800e-003		65.7017
Total	**0.0278**	**0.0168**	**0.2146**	**6.6000e-004**	**0.0657**	**4.3000e-004**	**0.0661**	**0.0174**	**3.9000e-004**	**0.0178**		**65.6621**	**65.6621**	**1.5800e-003**		**65.7017**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3340	0.0000	5.3340	2.9034	0.0000	2.9034			0.0000			0.0000
Off-Road	1.6299	18.3464	7.7093	0.0172		0.8210	0.8210		0.7553	0.7553	0.0000	1,667.4119	1,667.4119	0.5393		1,680.8937
Total	**1.6299**	**18.3464**	**7.7093**	**0.0172**	**5.3340**	**0.8210**	**6.1550**	**2.9034**	**0.7553**	**3.6587**	**0.0000**	**1,667.4119**	**1,667.4119**	**0.5393**		**1,680.8937**

3.3 Site Preparation - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0278	0.0168	0.2146	6.6000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		65.6621	65.6621	1.5800e-003		65.7017
Total	**0.0278**	**0.0168**	**0.2146**	**6.6000e-004**	**0.0657**	**4.3000e-004**	**0.0661**	**0.0174**	**3.9000e-004**	**0.0178**		**65.6621**	**65.6621**	**1.5800e-003**		**65.7017**

3.4 Grading - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.5892	0.0000	4.5892	2.4909	0.0000	2.4909			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296		1,365.7183	1,365.7183	0.4417		1,376.7609
Total	**1.3498**	**15.0854**	**6.4543**	**0.0141**	**4.5892**	**0.6844**	**5.2736**	**2.4909**	**0.6296**	**3.1205**		**1,365.7183**	**1,365.7183**	**0.4417**		**1,376.7609**

3.4 Grading - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0726	2.5207	0.5010	7.0000e-003	0.1537	8.2400e-003	0.1620	0.0421	7.8800e-003	0.0500		748.6895	748.6895	0.0375		749.6259
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0278	0.0168	0.2146	6.6000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		65.6621	65.6621	1.5800e-003		65.7017
Total	**0.1004**	**2.5375**	**0.7156**	**7.6600e-003**	**0.2195**	**8.6700e-003**	**0.2281**	**0.0596**	**8.2700e-003**	**0.0678**		**814.3516**	**814.3516**	**0.0390**		**815.3275**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.5892	0.0000	4.5892	2.4909	0.0000	2.4909			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296	0.0000	1,365.7183	1,365.7183	0.4417		1,376.7609
Total	**1.3498**	**15.0854**	**6.4543**	**0.0141**	**4.5892**	**0.6844**	**5.2736**	**2.4909**	**0.6296**	**3.1205**	**0.0000**	**1,365.7183**	**1,365.7183**	**0.4417**		**1,376.7609**

3.4 Grading - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0726	2.5207	0.5010	7.0000e-003	0.1537	8.2400e-003	0.1620	0.0421	7.8800e-003	0.0500		748.6895	748.6895	0.0375		749.6259
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0278	0.0168	0.2146	6.6000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		65.6621	65.6621	1.5800e-003		65.7017
Total	**0.1004**	**2.5375**	**0.7156**	**7.6600e-003**	**0.2195**	**8.6700e-003**	**0.2281**	**0.0596**	**8.2700e-003**	**0.0678**		**814.3516**	**814.3516**	**0.0390**		**815.3275**

3.5 Building Construction - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467
Total	**2.0305**	**14.7882**	**13.1881**	**0.0220**		**0.7960**	**0.7960**		**0.7688**	**0.7688**		**2,001.1595**	**2,001.1595**	**0.3715**		**2,010.4467**

3.5 Building Construction - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0455	1.3676	0.3262	3.3100e-003	0.0812	6.7000e-003	0.0879	0.0234	6.4100e-003	0.0298		350.0497	350.0497	0.0172		350.4806
Worker	0.1703	0.1031	1.3147	4.0400e-003	0.4025	2.6100e-003	0.4051	0.1068	2.4000e-003	0.1092		402.1805	402.1805	9.6900e-003		402.4228
Total	**0.2158**	**1.4707**	**1.6409**	**7.3500e-003**	**0.4838**	**9.3100e-003**	**0.4931**	**0.1302**	**8.8100e-003**	**0.1390**		**752.2302**	**752.2302**	**0.0269**		**752.9034**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467
Total	**2.0305**	**14.7882**	**13.1881**	**0.0220**		**0.7960**	**0.7960**		**0.7688**	**0.7688**	**0.0000**	**2,001.1595**	**2,001.1595**	**0.3715**		**2,010.4467**

3.5 Building Construction - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0455	1.3676	0.3262	3.3100e-003	0.0812	6.7000e-003	0.0879	0.0234	6.4100e-003	0.0298		350.0497	350.0497	0.0172		350.4806
Worker	0.1703	0.1031	1.3147	4.0400e-003	0.4025	2.6100e-003	0.4051	0.1068	2.4000e-003	0.1092		402.1805	402.1805	9.6900e-003		402.4228
Total	**0.2158**	**1.4707**	**1.6409**	**7.3500e-003**	**0.4838**	**9.3100e-003**	**0.4931**	**0.1302**	**8.8100e-003**	**0.1390**		**752.2302**	**752.2302**	**0.0269**		**752.9034**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608		2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**		**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	1.2401	0.2924	3.2700e-003	0.0812	2.6900e-003	0.0839	0.0234	2.5700e-003	0.0260		346.7503	346.7503	0.0163		347.1571
Worker	0.1576	0.0921	1.2036	3.8900e-003	0.4025	2.5300e-003	0.4051	0.1068	2.3300e-003	0.1091		388.0602	388.0602	8.6700e-003		388.2770
Total	**0.1948**	**1.3322**	**1.4960**	**7.1600e-003**	**0.4838**	**5.2200e-003**	**0.4890**	**0.1302**	**4.9000e-003**	**0.1351**		**734.8104**	**734.8104**	**0.0249**		**735.4341**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608	0.0000	2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**	**0.0000**	**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0372	1.2401	0.2924	3.2700e-003	0.0812	2.6900e-003	0.0839	0.0234	2.5700e-003	0.0260		346.7503	346.7503	0.0163		347.1571
Worker	0.1576	0.0921	1.2036	3.8900e-003	0.4025	2.5300e-003	0.4051	0.1068	2.3300e-003	0.1091		388.0602	388.0602	8.6700e-003		388.2770
Total	**0.1948**	**1.3322**	**1.4960**	**7.1600e-003**	**0.4838**	**5.2200e-003**	**0.4890**	**0.1302**	**4.9000e-003**	**0.1351**		**734.8104**	**734.8104**	**0.0249**		**735.4341**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7739	7.7422	8.8569	0.0135		0.4153	0.4153		0.3830	0.3830		1,296.8664	1,296.8664	0.4111		1,307.1442
Paving	0.0131					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7870**	**7.7422**	**8.8569**	**0.0135**		**0.4153**	**0.4153**		**0.3830**	**0.3830**		**1,296.8664**	**1,296.8664**	**0.4111**		**1,307.1442**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0418	0.0244	0.3193	1.0300e-003	0.1068	6.7000e-004	0.1075	0.0283	6.2000e-004	0.0290		102.9547	102.9547	2.3000e-003		103.0123
Total	**0.0418**	**0.0244**	**0.3193**	**1.0300e-003**	**0.1068**	**6.7000e-004**	**0.1075**	**0.0283**	**6.2000e-004**	**0.0290**		**102.9547**	**102.9547**	**2.3000e-003**		**103.0123**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7739	7.7422	8.8569	0.0135		0.4153	0.4153		0.3830	0.3830	0.0000	1,296.8664	1,296.8664	0.4111		1,307.1442
Paving	0.0131					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7870**	**7.7422**	**8.8569**	**0.0135**		**0.4153**	**0.4153**		**0.3830**	**0.3830**	**0.0000**	**1,296.8664**	**1,296.8664**	**0.4111**		**1,307.1442**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0418	0.0244	0.3193	1.0300e-003	0.1068	6.7000e-004	0.1075	0.0283	6.2000e-004	0.0290		102.9547	102.9547	2.3000e-003		103.0123
Total	**0.0418**	**0.0244**	**0.3193**	**1.0300e-003**	**0.1068**	**6.7000e-004**	**0.1075**	**0.0283**	**6.2000e-004**	**0.0290**		**102.9547**	**102.9547**	**2.3000e-003**		**103.0123**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	28.7750					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**28.9939**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0322	0.0188	0.2456	7.9000e-004	0.0822	5.2000e-004	0.0827	0.0218	4.8000e-004	0.0223		79.1960	79.1960	1.7700e-003		79.2402
Total	**0.0322**	**0.0188**	**0.2456**	**7.9000e-004**	**0.0822**	**5.2000e-004**	**0.0827**	**0.0218**	**4.8000e-004**	**0.0223**		**79.1960**	**79.1960**	**1.7700e-003**		**79.2402**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	28.7750					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	**28.9939**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0322	0.0188	0.2456	7.9000e-004	0.0822	5.2000e-004	0.0827	0.0218	4.8000e-004	0.0223		79.1960	79.1960	1.7700e-003		79.2402
Total	**0.0322**	**0.0188**	**0.2456**	**7.9000e-004**	**0.0822**	**5.2000e-004**	**0.0827**	**0.0218**	**4.8000e-004**	**0.0223**		**79.1960**	**79.1960**	**1.7700e-003**		**79.2402**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.3321	1.1530	2.2721	6.6800e-003	0.5028	6.2000e-003	0.5090	0.1345	5.8000e-003	0.1403		676.4867	676.4867	0.0306		677.2518
Unmitigated	0.4063	1.6623	4.1560	0.0144	1.1875	0.0127	1.2002	0.3177	0.0119	0.3296		1,456.2190	1,456.2190	0.0527		1,457.5362

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	242.00	242.00	242.00	558,925	236,657
City Park	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unenclosed Parking with Elevator	0.00	0.00	0.00		
Total	242.00	242.00	242.00	558,925	236,657

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	4.80	5.70	31.00	15.00	54.00	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Unenclosed Parking with	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
City Park	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Parking Lot	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Unenclosed Parking with Elevator	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
NaturalGas Unmitigated	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	946.789	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0102**	**0.0873**	**0.0371**	**5.6000e-004**		**7.0500e-003**	**7.0500e-003**		**7.0500e-003**	**7.0500e-003**		**111.3870**	**111.3870**	**2.1300e-003**	**2.0400e-003**	**112.0489**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	0.946789	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0102**	**0.0873**	**0.0371**	**5.6000e-004**		**7.0500e-003**	**7.0500e-003**		**7.0500e-003**	**7.0500e-003**		**111.3870**	**111.3870**	**2.1300e-003**	**2.0400e-003**	**112.0489**

6.0 Area Detail

6.1 Mitigation Measures Area

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.1261	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183	0.0000	5.9584	5.9584	5.8000e-003	0.0000	6.1034
Unmitigated	17.5765	0.4019	25.0491	0.0421		3.1038	3.1038		3.1038	3.1038	334.8339	154.1937	489.0275	0.4640	0.0237	507.6804

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1577					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8675					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	16.4504	0.3637	21.7342	0.0419		3.0855	3.0855		3.0855	3.0855	334.8339	148.2353	483.0691	0.4582	0.0237	501.5770
Landscaping	0.1009	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183		5.9584	5.9584	5.8000e-003		6.1034
Total	**17.5765**	**0.4019**	**25.0491**	**0.0420**		**3.1038**	**3.1038**		**3.1038**	**3.1038**	**334.8339**	**154.1937**	**489.0275**	**0.4640**	**0.0237**	**507.6804**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1577					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8675					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1009	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183		5.9584	5.9584	5.8000e-003		6.1034
Total	**1.1261**	**0.0383**	**3.3149**	**1.7000e-004**		**0.0183**	**0.0183**		**0.0183**	**0.0183**	**0.0000**	**5.9584**	**5.9584**	**5.8000e-003**	**0.0000**	**6.1034**

7.0 Water Detail

7.1 Mitigation Measures Water

Use Reclaimed Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Turf Reduction

Use Water Efficient Irrigation System

Use Water Efficient Landscaping

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

2001 Tarob Court

Bay Area AQMD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	40.00	Dwelling Unit	0.77	40,000.00	114
Unenclosed Parking with Elevator	60.00	Space	0.00	24,000.00	0
Parking Lot	14.00	Space	0.10	5,600.00	0
City Park	0.44	Acre	0.44	19,166.40	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2021
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MWhr)	328.8	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

2001 Tarob Court - Bay Area AQMD Air District, Winter

Project Characteristics - CO2 intensity based on 5-year average, PG&E, 2015

Land Use - The project would include 40 residential units, a parking garage with 60 spaces, an additional 14 onstreet parking spaces, and 0.44 acres of open space/landscaped areas.

Construction Phase - Construction of the proposed project is anticipated to occur over approximately 16 months, starting in April 2020 and ending in August 2021.

Grading - approximately 1,410 cubic yards of soils would be excavated and exported

Demolition - The project would demolish the existing 16,463-square-foot office/light-industrial building

Vehicle Trips - Based on ITE Trip Generation Rates for land use code 220 and 9% transit trip rediction per VTA's Transportation Impact Analysis Guidelines

Water Mitigation -

Energy Mitigation -

Mobile Land Use Mitigation -

Area Mitigation -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	200.00	250.00
tblConstructionPhase	NumDays	4.00	20.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	20.00
tblConstructionPhase	PhaseEndDate	3/15/2021	8/6/2021
tblConstructionPhase	PhaseEndDate	2/15/2021	6/11/2021
tblConstructionPhase	PhaseEndDate	5/11/2020	6/26/2020
tblConstructionPhase	PhaseEndDate	3/1/2021	7/9/2021
tblConstructionPhase	PhaseEndDate	5/5/2020	5/29/2020
tblConstructionPhase	PhaseStartDate	3/2/2021	7/12/2021
tblConstructionPhase	PhaseStartDate	5/12/2020	6/29/2020
tblConstructionPhase	PhaseStartDate	5/6/2020	6/1/2020
tblConstructionPhase	PhaseStartDate	2/16/2021	6/14/2021

tblGrading	AcresOfGrading	7.50	1.22
tblGrading	AcresOfGrading	10.00	1.22
tblGrading	MaterialExported	0.00	1,410.00
tblLandUse	LotAcreage	1.05	0.77
tblLandUse	LotAcreage	0.54	0.00
tblLandUse	LotAcreage	0.13	0.10
tblProjectCharacteristics	CO2IntensityFactor	641.35	328.8
tblVehicleTrips	ST_TR	6.39	6.05
tblVehicleTrips	ST_TR	22.75	0.00
tblVehicleTrips	SU_TR	5.86	6.05
tblVehicleTrips	SU_TR	16.74	0.00
tblVehicleTrips	WD_TR	6.65	6.05
tblVehicleTrips	WD_TR	1.89	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	2.2585	22.0806	15.2147	0.0290	5.3997	1.1568	6.2211	2.9209	1.0802	3.6765	0.0000	2,734.2863	2,734.2863	0.6161	0.0000	2,749.6891
2021	29.0280	15.0006	14.3616	0.0288	0.4838	0.6897	1.1734	0.1302	0.6658	0.7959	0.0000	2,696.6455	2,696.6455	0.4133	0.0000	2,706.2196
Maximum	**29.0280**	**22.0806**	**15.2147**	**0.0290**	**5.3997**	**1.1568**	**6.2211**	**2.9209**	**1.0802**	**3.6765**	**0.0000**	**2,734.2863**	**2,734.2863**	**0.6161**	**0.0000**	**2,749.6891**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2020	2.2585	22.0806	15.2147	0.0290	5.3997	1.1568	6.2211	2.9209	1.0802	3.6765	0.0000	2,734.2863	2,734.2863	0.6161	0.0000	2,749.6891
2021	29.0280	15.0006	14.3616	0.0288	0.4838	0.6897	1.1734	0.1302	0.6658	0.7959	0.0000	2,696.6455	2,696.6455	0.4133	0.0000	2,706.2196
Maximum	**29.0280**	**22.0806**	**15.2147**	**0.0290**	**5.3997**	**1.1568**	**6.2211**	**2.9209**	**1.0802**	**3.6765**	**0.0000**	**2,734.2863**	**2,734.2863**	**0.6161**	**0.0000**	**2,749.6891**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	17.5765	0.4019	25.0491	0.0421		3.1038	3.1038		3.1038	3.1038	334.8339	154.1937	489.0275	0.4640	0.0237	507.6804
Energy	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
Mobile	0.3529	1.7486	4.2060	0.0135	1.1875	0.0128	1.2003	0.3177	0.0120	0.3297		1,362.8204	1,362.8204	0.0538		1,364.1653
Total	**17.9396**	**2.2377**	**29.2922**	**0.0561**	**1.1875**	**3.1236**	**4.3111**	**0.3177**	**3.1228**	**3.4405**	**334.8339**	**1,628.4010**	**1,963.2349**	**0.5199**	**0.0257**	**1,983.8945**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.1261	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183	0.0000	5.9584	5.9584	5.8000e-003	0.0000	6.1034
Energy	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
Mobile	0.2798	1.1859	2.5269	6.2500e-003	0.5028	6.3000e-003	0.5091	0.1345	5.9000e-003	0.1404		631.7799	631.7799	0.0328		632.5994
Total	**1.4160**	**1.3114**	**5.8788**	**6.9800e-003**	**0.5028**	**0.0316**	**0.5344**	**0.1345**	**0.0312**	**0.1657**	**0.0000**	**749.1252**	**749.1252**	**0.0407**	**2.0400e-003**	**750.7517**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**92.11**	**41.40**	**79.93**	**87.56**	**57.66**	**98.99**	**87.60**	**57.66**	**99.00**	**95.18**	**100.00**	**54.00**	**61.84**	**92.17**	**92.07**	**62.16**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	4/6/2020	5/1/2020	5	20	
2	Site Preparation	Site Preparation	5/2/2020	5/29/2020	5	20	
3	Grading	Grading	6/1/2020	6/26/2020	5	20	
4	Building Construction	Building Construction	6/29/2020	6/11/2021	5	250	
5	Paving	Paving	6/14/2021	7/9/2021	5	20	
6	Architectural Coating	Architectural Coating	7/12/2021	8/6/2021	5	20	

Acres of Grading (Site Preparation Phase): 1.22

Acres of Grading (Grading Phase): 1.22

Acres of Paving: 0.1

Residential Indoor: 81,000; Residential Outdoor: 27,000; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,776 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	6.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Paving	Paving Equipment	1	8.00	132	0.36
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Building Construction	Welders	3	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	75.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	176.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	49.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.8103	0.0000	0.8103	0.1227	0.0000	0.1227			0.0000			0.0000
Off-Road	2.1262	20.9463	14.6573	0.0241		1.1525	1.1525		1.0761	1.0761		2,322.3127	2,322.3127	0.5970		2,337.2363
Total	**2.1262**	**20.9463**	**14.6573**	**0.0241**	**0.8103**	**1.1525**	**1.9628**	**0.1227**	**1.0761**	**1.1988**		**2,322.3127**	**2,322.3127**	**0.5970**		**2,337.2363**

3.2 Demolition - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0318	1.1005	0.2298	2.9300e-003	0.0655	3.5700e-003	0.0691	0.0180	3.4200e-003	0.0214		313.6851	313.6851	0.0168		314.1042
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0478	0.0338	0.3276	9.9000e-004	0.1068	6.9000e-004	0.1075	0.0283	6.4000e-004	0.0290		98.2885	98.2885	2.4000e-003		98.3486
Total	**0.0796**	**1.1343**	**0.5574**	**3.9200e-003**	**0.1723**	**4.2600e-003**	**0.1766**	**0.0463**	**4.0600e-003**	**0.0503**		**411.9736**	**411.9736**	**0.0192**		**412.4528**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.8103	0.0000	0.8103	0.1227	0.0000	0.1227			0.0000			0.0000
Off-Road	2.1262	20.9463	14.6573	0.0241		1.1525	1.1525		1.0761	1.0761	0.0000	2,322.3127	2,322.3127	0.5970		2,337.2363
Total	**2.1262**	**20.9463**	**14.6573**	**0.0241**	**0.8103**	**1.1525**	**1.9628**	**0.1227**	**1.0761**	**1.1988**	**0.0000**	**2,322.3127**	**2,322.3127**	**0.5970**		**2,337.2363**

3.2 Demolition - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0318	1.1005	0.2298	2.9300e-003	0.0655	3.5700e-003	0.0691	0.0180	3.4200e-003	0.0214		313.6851	313.6851	0.0168		314.1042
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0478	0.0338	0.3276	9.9000e-004	0.1068	6.9000e-004	0.1075	0.0283	6.4000e-004	0.0290		98.2885	98.2885	2.4000e-003		98.3486
Total	**0.0796**	**1.1343**	**0.5574**	**3.9200e-003**	**0.1723**	**4.2600e-003**	**0.1766**	**0.0463**	**4.0600e-003**	**0.0503**		**411.9736**	**411.9736**	**0.0192**		**412.4528**

3.3 Site Preparation - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3340	0.0000	5.3340	2.9034	0.0000	2.9034			0.0000			0.0000
Off-Road	1.6299	18.3464	7.7093	0.0172		0.8210	0.8210		0.7553	0.7553		1,667.4119	1,667.4119	0.5393		1,680.8937
Total	**1.6299**	**18.3464**	**7.7093**	**0.0172**	**5.3340**	**0.8210**	**6.1550**	**2.9034**	**0.7553**	**3.6587**		**1,667.4119**	**1,667.4119**	**0.5393**		**1,680.8937**

3.3 Site Preparation - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0294	0.0208	0.2016	6.1000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		60.4852	60.4852	1.4800e-003		60.5222
Total	**0.0294**	**0.0208**	**0.2016**	**6.1000e-004**	**0.0657**	**4.3000e-004**	**0.0661**	**0.0174**	**3.9000e-004**	**0.0178**		**60.4852**	**60.4852**	**1.4800e-003**		**60.5222**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3340	0.0000	5.3340	2.9034	0.0000	2.9034			0.0000			0.0000
Off-Road	1.6299	18.3464	7.7093	0.0172		0.8210	0.8210		0.7553	0.7553	0.0000	1,667.4119	1,667.4119	0.5393		1,680.8937
Total	**1.6299**	**18.3464**	**7.7093**	**0.0172**	**5.3340**	**0.8210**	**6.1550**	**2.9034**	**0.7553**	**3.6587**	**0.0000**	**1,667.4119**	**1,667.4119**	**0.5393**		**1,680.8937**

3.3 Site Preparation - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0294	0.0208	0.2016	6.1000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		60.4852	60.4852	1.4800e-003		60.5222
Total	**0.0294**	**0.0208**	**0.2016**	**6.1000e-004**	**0.0657**	**4.3000e-004**	**0.0661**	**0.0174**	**3.9000e-004**	**0.0178**		**60.4852**	**60.4852**	**1.4800e-003**		**60.5222**

3.4 Grading - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.5892	0.0000	4.5892	2.4909	0.0000	2.4909			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296		1,365.7183	1,365.7183	0.4417		1,376.7609
Total	**1.3498**	**15.0854**	**6.4543**	**0.0141**	**4.5892**	**0.6844**	**5.2736**	**2.4909**	**0.6296**	**3.1205**		**1,365.7183**	**1,365.7183**	**0.4417**		**1,376.7609**

3.4 Grading - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0746	2.5826	0.5393	6.8800e-003	0.1537	8.3800e-003	0.1621	0.0421	8.0200e-003	0.0502		736.1144	736.1144	0.0393		737.0978
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0294	0.0208	0.2016	6.1000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		60.4852	60.4852	1.4800e-003		60.5222
Total	**0.1040**	**2.6034**	**0.7409**	**7.4900e-003**	**0.2195**	**8.8100e-003**	**0.2283**	**0.0596**	**8.4100e-003**	**0.0680**		**796.5996**	**796.5996**	**0.0408**		**797.6200**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					4.5892	0.0000	4.5892	2.4909	0.0000	2.4909			0.0000			0.0000
Off-Road	1.3498	15.0854	6.4543	0.0141		0.6844	0.6844		0.6296	0.6296	0.0000	1,365.7183	1,365.7183	0.4417		1,376.7609
Total	**1.3498**	**15.0854**	**6.4543**	**0.0141**	**4.5892**	**0.6844**	**5.2736**	**2.4909**	**0.6296**	**3.1205**	**0.0000**	**1,365.7183**	**1,365.7183**	**0.4417**		**1,376.7609**

3.4 Grading - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0746	2.5826	0.5393	6.8800e-003	0.1537	8.3800e-003	0.1621	0.0421	8.0200e-003	0.0502		736.1144	736.1144	0.0393		737.0978
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0294	0.0208	0.2016	6.1000e-004	0.0657	4.3000e-004	0.0661	0.0174	3.9000e-004	0.0178		60.4852	60.4852	1.4800e-003		60.5222
Total	**0.1040**	**2.6034**	**0.7409**	**7.4900e-003**	**0.2195**	**8.8100e-003**	**0.2283**	**0.0596**	**8.4100e-003**	**0.0680**		**796.5996**	**796.5996**	**0.0408**		**797.6200**

3.5 Building Construction - 2020

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688		2,001.1595	2,001.1595	0.3715		2,010.4467
Total	**2.0305**	**14.7882**	**13.1881**	**0.0220**		**0.7960**	**0.7960**		**0.7688**	**0.7688**		**2,001.1595**	**2,001.1595**	**0.3715**		**2,010.4467**

3.5 Building Construction - 2020

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0479	1.3829	0.3732	3.2200e-003	0.0812	6.8200e-003	0.0880	0.0234	6.5200e-003	0.0299		341.1927	341.1927	0.0187		341.6588
Worker	0.1802	0.1274	1.2347	3.7200e-003	0.4025	2.6100e-003	0.4051	0.1068	2.4000e-003	0.1092		370.4721	370.4721	9.0600e-003		370.6986
Total	**0.2280**	**1.5103**	**1.6079**	**6.9400e-003**	**0.4838**	**9.4300e-003**	**0.4932**	**0.1302**	**8.9200e-003**	**0.1391**		**711.6647**	**711.6647**	**0.0277**		**712.3574**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.0305	14.7882	13.1881	0.0220		0.7960	0.7960		0.7688	0.7688	0.0000	2,001.1595	2,001.1595	0.3715		2,010.4467
Total	**2.0305**	**14.7882**	**13.1881**	**0.0220**		**0.7960**	**0.7960**		**0.7688**	**0.7688**	**0.0000**	**2,001.1595**	**2,001.1595**	**0.3715**		**2,010.4467**

3.5 Building Construction - 2020

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0479	1.3829	0.3732	3.2200e-003	0.0812	6.8200e-003	0.0880	0.0234	6.5200e-003	0.0299		341.1927	341.1927	0.0187		341.6588
Worker	0.1802	0.1274	1.2347	3.7200e-003	0.4025	2.6100e-003	0.4051	0.1068	2.4000e-003	0.1092		370.4721	370.4721	9.0600e-003		370.6986
Total	**0.2280**	**1.5103**	**1.6079**	**6.9400e-003**	**0.4838**	**9.4300e-003**	**0.4932**	**0.1302**	**8.9200e-003**	**0.1391**		**711.6647**	**711.6647**	**0.0277**		**712.3574**

3.5 Building Construction - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608		2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**		**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0394	1.2508	0.3361	3.1900e-003	0.0812	2.7800e-003	0.0840	0.0234	2.6600e-003	0.0260		337.9526	337.9526	0.0176		338.3928
Worker	0.1669	0.1137	1.1261	3.5900e-003	0.4025	2.5300e-003	0.4051	0.1068	2.3300e-003	0.1091		357.4730	357.4730	8.0900e-003		357.6752
Total	**0.2063**	**1.3645**	**1.4622**	**6.7800e-003**	**0.4838**	**5.3100e-003**	**0.4891**	**0.1302**	**4.9900e-003**	**0.1351**		**695.4255**	**695.4255**	**0.0257**		**696.0679**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8125	13.6361	12.8994	0.0221		0.6843	0.6843		0.6608	0.6608	0.0000	2,001.2200	2,001.2200	0.3573		2,010.1517
Total	**1.8125**	**13.6361**	**12.8994**	**0.0221**		**0.6843**	**0.6843**		**0.6608**	**0.6608**	**0.0000**	**2,001.2200**	**2,001.2200**	**0.3573**		**2,010.1517**

3.5 Building Construction - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0394	1.2508	0.3361	3.1900e-003	0.0812	2.7800e-003	0.0840	0.0234	2.6600e-003	0.0260		337.9526	337.9526	0.0176		338.3928
Worker	0.1669	0.1137	1.1261	3.5900e-003	0.4025	2.5300e-003	0.4051	0.1068	2.3300e-003	0.1091		357.4730	357.4730	8.0900e-003		357.6752
Total	**0.2063**	**1.3645**	**1.4622**	**6.7800e-003**	**0.4838**	**5.3100e-003**	**0.4891**	**0.1302**	**4.9900e-003**	**0.1351**		**695.4255**	**695.4255**	**0.0257**		**696.0679**

3.6 Paving - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7739	7.7422	8.8569	0.0135		0.4153	0.4153		0.3830	0.3830		1,296.8664	1,296.8664	0.4111		1,307.1442
Paving	0.0131					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7870**	**7.7422**	**8.8569**	**0.0135**		**0.4153**	**0.4153**		**0.3830**	**0.3830**		**1,296.8664**	**1,296.8664**	**0.4111**		**1,307.1442**

3.6 Paving - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0443	0.0302	0.2988	9.5000e-004	0.1068	6.7000e-004	0.1075	0.0283	6.2000e-004	0.0290		94.8398	94.8398	2.1500e-003		94.8934
Total	**0.0443**	**0.0302**	**0.2988**	**9.5000e-004**	**0.1068**	**6.7000e-004**	**0.1075**	**0.0283**	**6.2000e-004**	**0.0290**		**94.8398**	**94.8398**	**2.1500e-003**		**94.8934**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7739	7.7422	8.8569	0.0135		0.4153	0.4153		0.3830	0.3830	0.0000	1,296.8664	1,296.8664	0.4111		1,307.1442
Paving	0.0131					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7870**	**7.7422**	**8.8569**	**0.0135**		**0.4153**	**0.4153**		**0.3830**	**0.3830**	**0.0000**	**1,296.8664**	**1,296.8664**	**0.4111**		**1,307.1442**

3.6 Paving - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0443	0.0302	0.2988	9.5000e-004	0.1068	6.7000e-004	0.1075	0.0283	6.2000e-004	0.0290		94.8398	94.8398	2.1500e-003		94.8934
Total	**0.0443**	**0.0302**	**0.2988**	**9.5000e-004**	**0.1068**	**6.7000e-004**	**0.1075**	**0.0283**	**6.2000e-004**	**0.0290**		**94.8398**	**94.8398**	**2.1500e-003**		**94.8934**

3.7 Architectural Coating - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	28.7750					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941		281.4481	281.4481	0.0193		281.9309
Total	**28.9939**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**		**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0341	0.0232	0.2298	7.3000e-004	0.0822	5.2000e-004	0.0827	0.0218	4.8000e-004	0.0223		72.9537	72.9537	1.6500e-003		72.9949
Total	**0.0341**	**0.0232**	**0.2298**	**7.3000e-004**	**0.0822**	**5.2000e-004**	**0.0827**	**0.0218**	**4.8000e-004**	**0.0223**		**72.9537**	**72.9537**	**1.6500e-003**		**72.9949**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	28.7750					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.2189	1.5268	1.8176	2.9700e-003		0.0941	0.0941		0.0941	0.0941	0.0000	281.4481	281.4481	0.0193		281.9309
Total	**28.9939**	**1.5268**	**1.8176**	**2.9700e-003**		**0.0941**	**0.0941**		**0.0941**	**0.0941**	**0.0000**	**281.4481**	**281.4481**	**0.0193**		**281.9309**

3.7 Architectural Coating - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0341	0.0232	0.2298	7.3000e-004	0.0822	5.2000e-004	0.0827	0.0218	4.8000e-004	0.0223		72.9537	72.9537	1.6500e-003		72.9949
Total	**0.0341**	**0.0232**	**0.2298**	**7.3000e-004**	**0.0822**	**5.2000e-004**	**0.0827**	**0.0218**	**4.8000e-004**	**0.0223**		**72.9537**	**72.9537**	**1.6500e-003**		**72.9949**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

Increase Density

Increase Diversity

Improve Walkability Design

Improve Destination Accessibility

Increase Transit Accessibility

Improve Pedestrian Network

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.2798	1.1859	2.5269	6.2500e-003	0.5028	6.3000e-003	0.5091	0.1345	5.9000e-003	0.1404		631.7799	631.7799	0.0328		632.5994
Unmitigated	0.3529	1.7486	4.2060	0.0135	1.1875	0.0128	1.2003	0.3177	0.0120	0.3297		1,362.8204	1,362.8204	0.0538		1,364.1653

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	242.00	242.00	242.00	558,925	236,657
City Park	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unenclosed Parking with Elevator	0.00	0.00	0.00		
Total	242.00	242.00	242.00	558,925	236,657

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	10.80	4.80	5.70	31.00	15.00	54.00	86	11	3
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Unenclosed Parking with	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
City Park	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Parking Lot	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789
Unenclosed Parking with Elevator	0.575198	0.040076	0.193827	0.113296	0.016988	0.005361	0.017552	0.025197	0.002581	0.002349	0.005904	0.000881	0.000789

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Install Energy Efficient Appliances

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
NaturalGas Unmitigated	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	946.789	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0102**	**0.0873**	**0.0371**	**5.6000e-004**		**7.0500e-003**	**7.0500e-003**		**7.0500e-003**	**7.0500e-003**		**111.3870**	**111.3870**	**2.1300e-003**	**2.0400e-003**	**112.0489**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	0.946789	0.0102	0.0873	0.0371	5.6000e-004		7.0500e-003	7.0500e-003		7.0500e-003	7.0500e-003		111.3870	111.3870	2.1300e-003	2.0400e-003	112.0489
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unenclosed Parking with Elevator	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0102**	**0.0873**	**0.0371**	**5.6000e-004**		**7.0500e-003**	**7.0500e-003**		**7.0500e-003**	**7.0500e-003**		**111.3870**	**111.3870**	**2.1300e-003**	**2.0400e-003**	**112.0489**

6.0 Area Detail

6.1 Mitigation Measures Area

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.1261	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183	0.0000	5.9584	5.9584	5.8000e-003	0.0000	6.1034
Unmitigated	17.5765	0.4019	25.0491	0.0421		3.1038	3.1038		3.1038	3.1038	334.8339	154.1937	489.0275	0.4640	0.0237	507.6804

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1577					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8675					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	16.4504	0.3637	21.7342	0.0419		3.0855	3.0855		3.0855	3.0855	334.8339	148.2353	483.0691	0.4582	0.0237	501.5770
Landscaping	0.1009	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183		5.9584	5.9584	5.8000e-003		6.1034
Total	**17.5765**	**0.4019**	**25.0491**	**0.0420**		**3.1038**	**3.1038**		**3.1038**	**3.1038**	**334.8339**	**154.1937**	**489.0275**	**0.4640**	**0.0237**	**507.6804**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1577					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.8675					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.1009	0.0383	3.3149	1.7000e-004		0.0183	0.0183		0.0183	0.0183		5.9584	5.9584	5.8000e-003		6.1034
Total	**1.1261**	**0.0383**	**3.3149**	**1.7000e-004**		**0.0183**	**0.0183**		**0.0183**	**0.0183**	**0.0000**	**5.9584**	**5.9584**	**5.8000e-003**	**0.0000**	**6.1034**

7.0 Water Detail

7.1 Mitigation Measures Water

Use Reclaimed Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Turf Reduction

Use Water Efficient Irrigation System

Use Water Efficient Landscaping

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

APPENDIX B

TRAFFIC OPERATIONS REPORT

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Memorandum

Date: May 28, 2019

To: Mr. Steve Chan, P.E.

From: Brett Walinski, T.E.
Eric Tse, P.E.

Subject: Traffic Operations Report for 2001 Tarob Court, Milpitas, CA

Hexagon Transportation Consultants, Inc. has completed this traffic operations report for the proposed residential development located at 2001 Tarob Court in Milpitas, California. The site location is shown on Figure 1. The existing site is occupied by a 16,463 sq. ft. office/industrial building. The project proposes to demolish the existing building and construct 40 condominium units. Primary access to the site would be provided via a single driveway on the northern portion of the site on Tarob Court. The site plan is shown on Figure 2.

Scope of Study

The purpose of this study is to evaluate the operations at the site driveway and at key intersections near the site. The traffic study includes an analysis of AM and PM peak hour traffic conditions at the following study intersections and site driveway (See Figure 1).

1. Lundy Avenue and Trade Zone Boulevard
2. Lundy Avenue and Tarob Court (unsignalized)
3. Project Driveway and Tarob Court (unsignalized)

The impacts of the project were evaluated during the weekday AM and PM peak hours. The AM peak hour of traffic is typically between 7:00 AM and 9:00 AM and the PM peak hour is typically between 4:00 PM and 6:00 PM. It is during these periods that the most congested traffic conditions occur on an average weekday. Traffic conditions were evaluated for the following scenarios:

Scenario 1: *Existing Conditions.* Existing conditions are represented by existing peak-hour traffic volumes on the existing roadway network. Existing traffic volumes were obtained from recent traffic counts conducted in May 2019.

Scenario 2: *Existing Plus Project Conditions*. Project trips from the site were added to existing traffic volumes to estimate existing plus project conditions. Existing plus project conditions were evaluated relative to existing conditions in order to determine potential project impacts.

Scenario 3: *Background Conditions.* A list of approved and pending developments was obtained from the Cities of Milpitas and San Jose (described in greater detail in the subsequent *Intersection Level of Service Analysis* section). Approved and pending project-generated traffic volumes were added to existing traffic volumes to estimate background conditions. The roadway network was assumed to be unchanged from existing conditions for this scenario.

Scenario 4: *Background Plus Project Conditions*. Project trips from the site were added to background traffic volumes to estimate background plus project conditions. Background plus project conditions were evaluated relative to background conditions in order to determine potential project impacts.

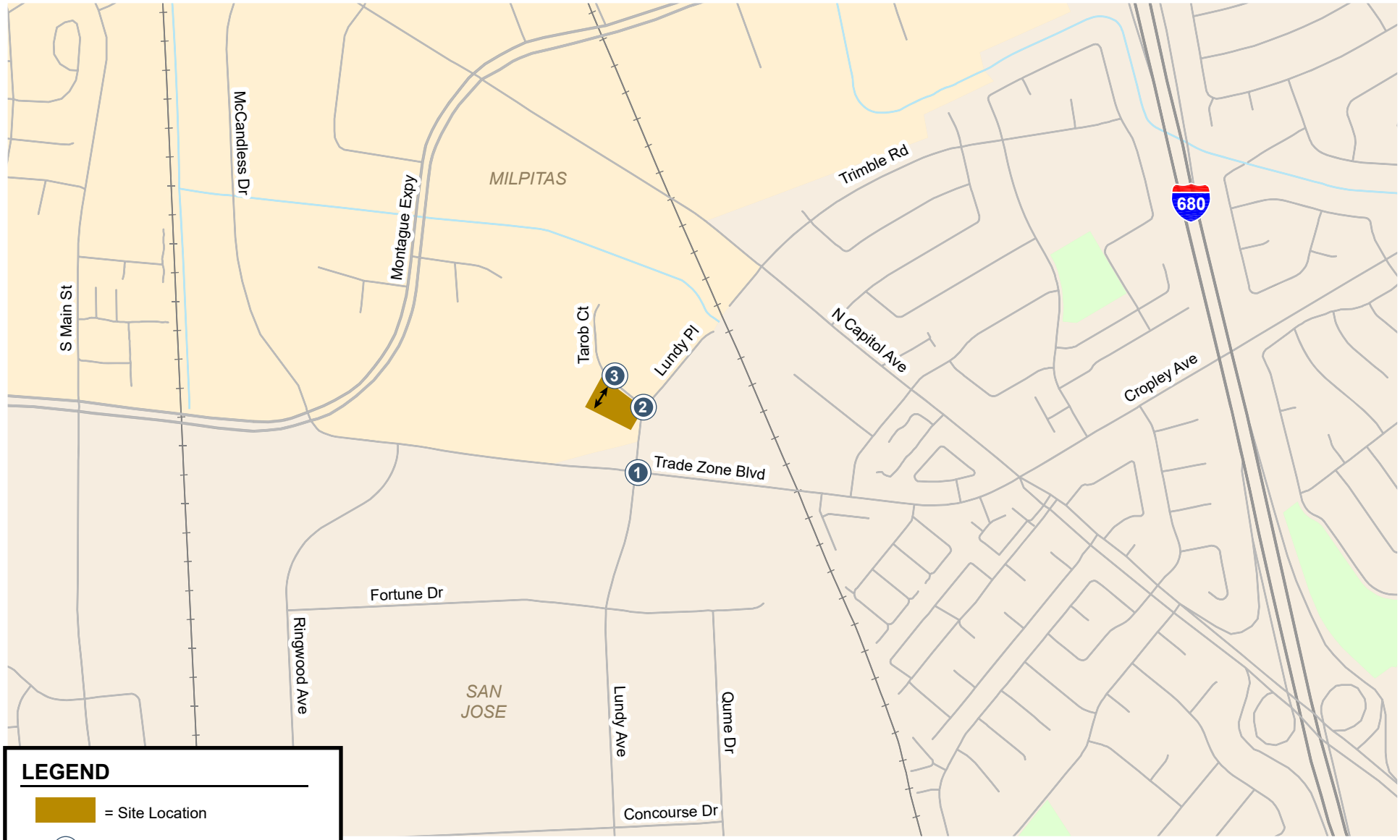
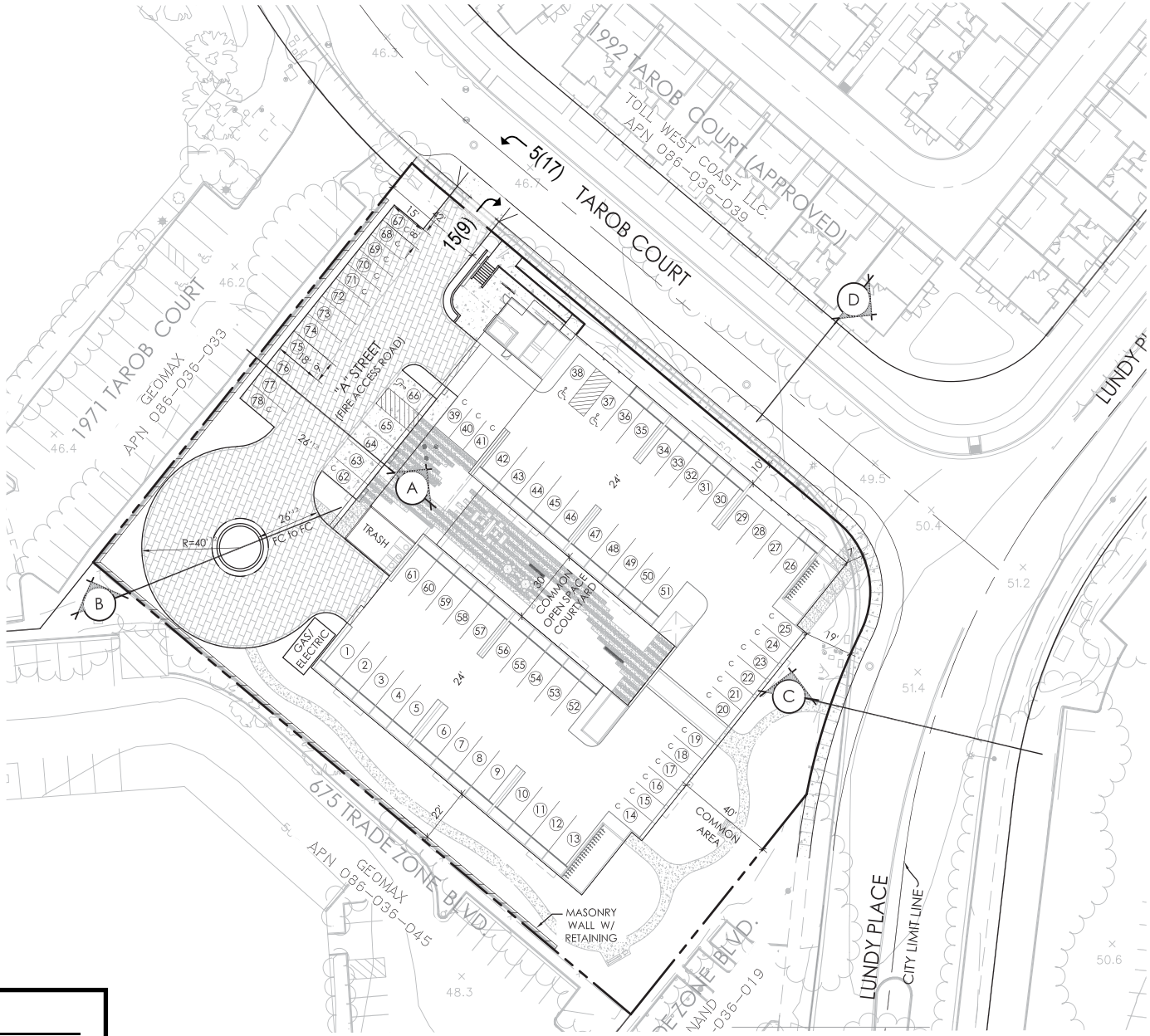


Figure 1
Site Location

NORTH
Not to Scale



LEGEND

XX(XX) = AM(PM) Peak-Hour Gross Trips

Figure 2
Site Plan

NORTH
Not to Scale

A Congestion Management Program (CMP) analysis was not required because the project is estimated to generate fewer than 100 peak-hour trips. This report also includes the following analyses:

- Vehicle queuing analysis at high demand turn movements
- Project site access and circulation evaluation
- Impacts to transit, bikes, and pedestrians

Intersection operations were evaluated using the Highway Capacity Manual (HCM) level of service methodology during the peak hours.

Existing Transportation Setting

Regional access to the project site is provided via Montague Expressway and North Capitol Avenue. Local acces to the project site is provided by Lundy Place, Trade Zone Boulevard, and Tarob Court. These roadways are described below.

> *Lundy Place* is a north-south, two-lane roadway extending from the Union Pacific Railroad tracks in the north to Trade Zone Avenue in the south, where it becomes Lundy Avenue. Lundy Place terminates in a cul-de-sac approximately 650 feet north of Tarob Court.
>
> *Trade Zone Boulevard* is an east-west, four-lane collector street extending from Montague Expressway in the west to Capitol Avenue in the east.
>
> *Tarob Court* is a two-lane roadway extending west from Lundy Place. It provides access to the office/industrial buildings located to the west of Lundy Place and terminates in a cul-de-sac approximately 800 feet west of Lundy Place. Tarob Court provides direct access to the project site via a single driveway.

Existing bicycle access to the project vicinity is provided primarily via a network of nearby Class II bike lanes and Class III bike routes which are shared with vehicular traffic. Buffered Class II bike lanes are provided along Trade Zone Boulevard from Ringwood Avenue to Lundy Avenue. Conventional Class II bike lanes are present on Lundy Avenue south of Trade Zone Boulevard, McCandless Drive, and East Capitol Avenue. Currently, there are no bike facilities on Lundy Place or on Trade Zone Boulevard between Lundy Avenue and East Capitol Avenue. Existing Class III bike routes are present on Montague Expressway and Trade Zone Boulevard between Montague Expressway and Lundy Avenue.

Majority of the streets in the project vicinity have sidewalks, except the following street sections:

- South side of Trade Zone Boulevard between Montague Expressway and Ringwood Avenue
- Both sides of Trade Zone Boulevard between Lundy Avenue and Autumnvale Drive
- West side of Lundy Place
- Both sides of Tarob Court

The signalized intersection of Trade zone Boulevard and Lundy Avenue has crosswalks on all approaches. There are no crosswalks at the unsignalized intersection of Lundy Place and Tarob Court.

Existing transit service in the area includes VTA buses and VTA light rail. One VTA bus stop is located about 500 feet south of the project site at the intersection of Trade Zone Boulevard and Lundy Avenue and is currently served by two bus routes: Route 77 and Route 831.

Route 77 is a VTA bus line that provides service between Eastridge Transit Center and Great Mall/Main Transit Center via King Road. Route 77 operates between 6:00 AM and 9:00 PM on weekdays, with headways between 15 and 20 minutes. Route 77 also provides weekend service.

Route 831 is an ACE line that provides service between the Great America ACE station and the Lundy Avenue/Commerce Drive intersection. Eastbound service is provided during weekday mornings between 6:00 AM and 9:00 AM with 45 to 60 minutes headways. Westbound service is provided during weekday afternoons between 3:00 PM and 6:00 PM with 45 to 60 minutes headways. No service is provided during weekends.

VTA light-rail runs in the median of Great Mall Parkway/North Capitol Avenue. The closest light rail station (Cropley Station) is located near the Trade Zone Boulevard and North Capitol Avenue intersection, which is only 0.6 miles east of the project site.

In the future, BART service will be provided to the study area. As part of the BART extension to the South Bay, BART will pass through Milpitas, with the Milpitas Station located at the southeast corner of the Great Mall Parkway and Montague Expressway intersection. The station will be located approximately one-half mile north of the project site.

Observed Existing Traffic Conditions

Traffic conditions in the field were observed in order to identify existing operational deficiencies and to confirm the accuracy of calculated levels of service. The purpose of this effort was (1) to identify any existing traffic problems that may not be directly related to intersection level of service, and (2) to identify any locations where the level of service calculation does not accurately reflect level of service in the field. The field observations revealed that the level of service analysis generally reflects actual existing traffic conditions. A summary of the observations is provided below.

Intersection at Lundy Avenue and Trade Zone Boulevard. During the AM peak hour, field observations showed that the queues for the westbound left-turn movement extended past the left-turn lane into the adjacent through lane on Trade Zone Boulevard. However, the long vehicular queues were able to clear in a single cycle. During the PM peak hour, long vehicular queues were observed on eastbound Trade Zone Boulevard. However, the eastbound through movement received adequate green time and all traffic was able to clear in one cycle. It should be noted that the proposed project would not add any trips to either of these movements.

Project Traffic Estimates

The magnitude of traffic produced by a new development and the locations where that traffic would appear were estimated using a three-step process: (1) trip generation, (2) trip distribution, and (3) trip assignment. In determining project trip generation, the magnitude of traffic entering and exiting the site was estimated for the AM and PM peak hours. As part of the project trip distribution step, an estimate was made of the directions to and from which the project trips would travel. In the project trip assignment step, the project trips were assigned to specific streets and intersections in the study area. These procedures are described further in the following paragraphs.

Through empirical research, data has been collected that correlate to common land uses their propensity for producing traffic. Thus, for the most common land uses there are standard trip generation rates that can be applied to help predict the future traffic increases that would result from a new development. The trip generation estimates for the proposed project are based on rates obtained from the Institute of Transportation Engineers' (ITE) publication *Trip Generation*, 10th Edition. Based on trip generation rates for low-rise multi-family housing, the project would generate 20 trips during the AM peak hour and 26 trips during the PM peak hour. The project trip generation estimates are presented in Table 1.

As stated previously, the existing site is occupied by an office/industrial building that is currently in operation. Trips generated by existing uses on site can be credited against the proposed residential development. Based on AM and PM peak hour driveway counts conducted by Hexagon in May 2019, the existing land uses generate 11 AM peak hour trips and 12 PM peak hour trips. After applying these existing trip credits, the proposed project would generate 9 net AM peak hour trips and 14 net PM peak hour trips.

Table 1
Project Trip Generation Estimates

			AM Peak Hour				PM Peak Hour			
Land Use	**Size**	**Unit**	**Rate**	**In**	**Out**	**Total**	**Rate**	**In**	**Out**	**Total**
Proposed Uses										
Multi-Family Housing[1]	40	DU	0.50	5	15	20	0.65	17	9	26
Existing Use										
Office/Light-Industrial [2]	16	ksf		9	2	11		3	9	12
Overall Net Project Trips				**-4**	**13**	**9**		**14**	**0**	**14**

Notes:
DU - Dwelling Units; ksf - 1,000 square feet
1. Based on Fitted Curved Equations for Multifamily Housing (Low-Rise, Land Use Code 220), Institute of Transportation Engineers, Trip Generation, 10th Edition.
2. Based on AM and PM peak hour driveway counts conducted on May 2, 2019.

The trip distribution pattern for the proposed project was estimated based on the City of Milpitas Transit Area Specific Plan (TASP), of which the proposed development would be a part of. Trips were assigned to the roadway network in accordance with the TASP trip distribution for residential uses. The project trip distribution and net project trip assignment are shown on Figure 3.

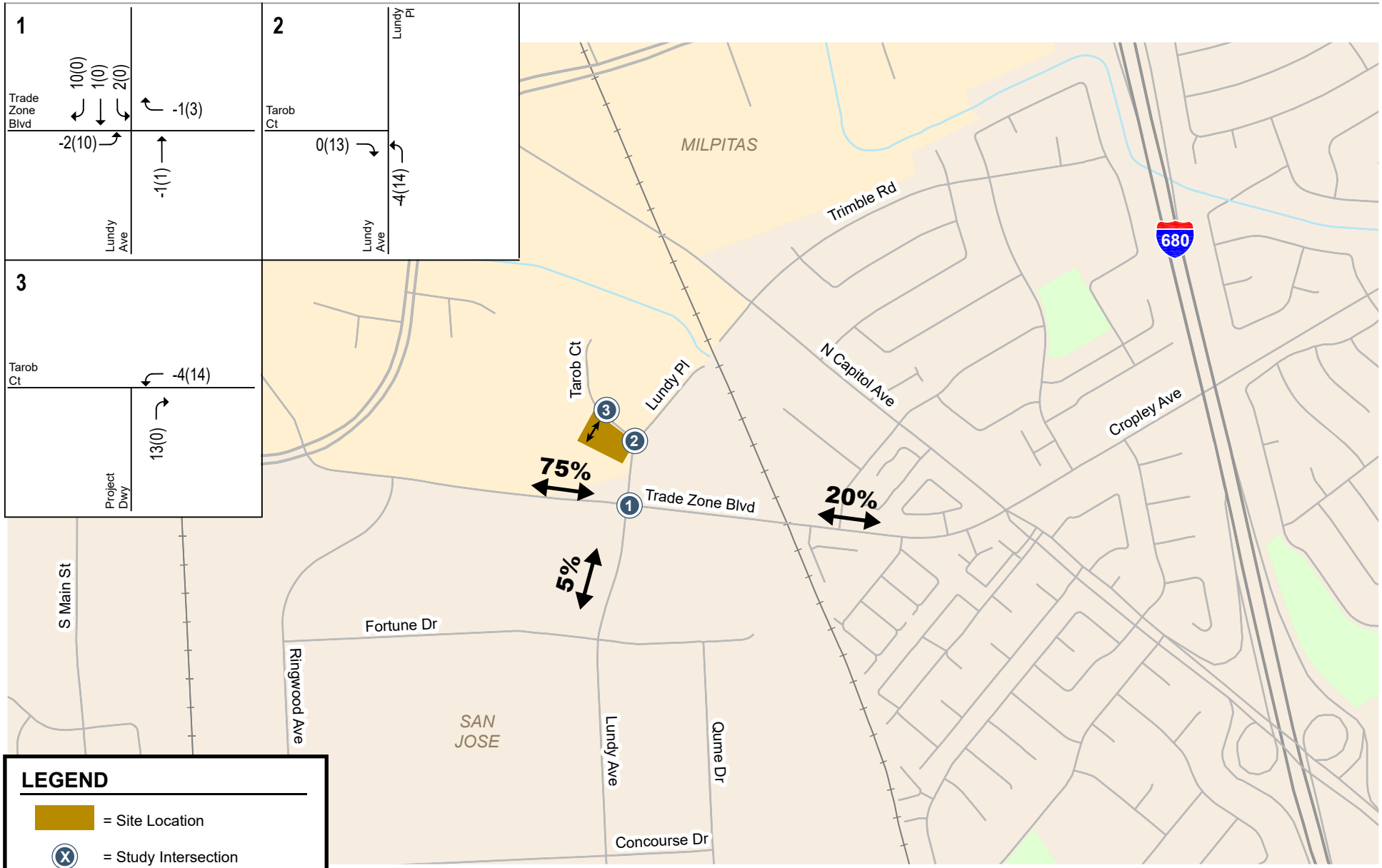


Figure 3
Project Trip Distribution and Net Project Trip Assignment

Intersection Level of Service Analysis

Traffic volumes for existing conditions were determined from existing traffic counts conducted in May 2019. Traffic volumes for background conditions were estimated by adding to the existing traffic volumes the trips generated by approved and pending developments, which were estimated using the following three components:

1. Background growth traffic volumes used in the Tarob Master Plan[1],
2. Nearby development projects, and
3. City of San Jose Approved Trips Inventory.

The traffic volumes for the study scenarios are shown in Figures 4 through 7. The roadway geometries and traffic control at the study intersections were assumed to remain unchanged under all study scenarios.

Traffic conditions at the study intersections were evaluated using level of service (LOS). *Level of Service* is a qualitative description of operating conditions ranging from LOS A, or free-flow conditions with little or no delay, to LOS F, or jammed conditions with excessive delays. The signalized intersection of Lundy Avenue and Trade Zone Boulevard is under the jurisdiction of City of San Jose. The City of San Jose utilizes TRAFFIX software and the Highway Capacity Manual (HCM) 2000 methodology to evaluate intersection operations. The HCM methodology evaluates intersection operations on the basis of average delay time for all vehicles at the intersection. This average delay can then be correlated to a level of service. In San Jose, the minimum acceptable level of service is LOS D, and project impacts at signalized intersections occur when:

1. The level of service at an intersection drops below its LOS standard when project traffic is added; or

2. An intersection that is operating worse than its level of service standard under no project conditions has an increase in critical delay of four or more seconds AND the demand-to-capacity ratio (V/C) is increased by more than 0.01 when project traffic is added.

The exception to this threshold is when the addition of project traffic reduces the amount of average delay for critical movements (i.e. the change in average delay for critical movements is negative). In this case, the threshold is when the project increases the V/C value by 0.01 or more.

A significant impact at a signalized intersection is said to be satisfactorily mitigated when measures are implemented that would restore intersection levels of service to an acceptable LOS or restore the intersection to operating levels that are better than no project conditions

The results of the intersection level of service analysis are summarized in Table 2. The level of service calculation sheets are included in Appendix B. The results show that the signalized intersection at Trade Zone Boulevard and Lundy Avenue would operate at LOS D or better under existing and background conditions with or without the proposed project. According to City of San Jose level of service standards, the project would therefore have no impacts on intersection level of service.

[1] Focused Transportation Impact Analysis for the Tarob Master Plan in Milpitas, California, dated December 16, 2016 by Fehr and Peers.

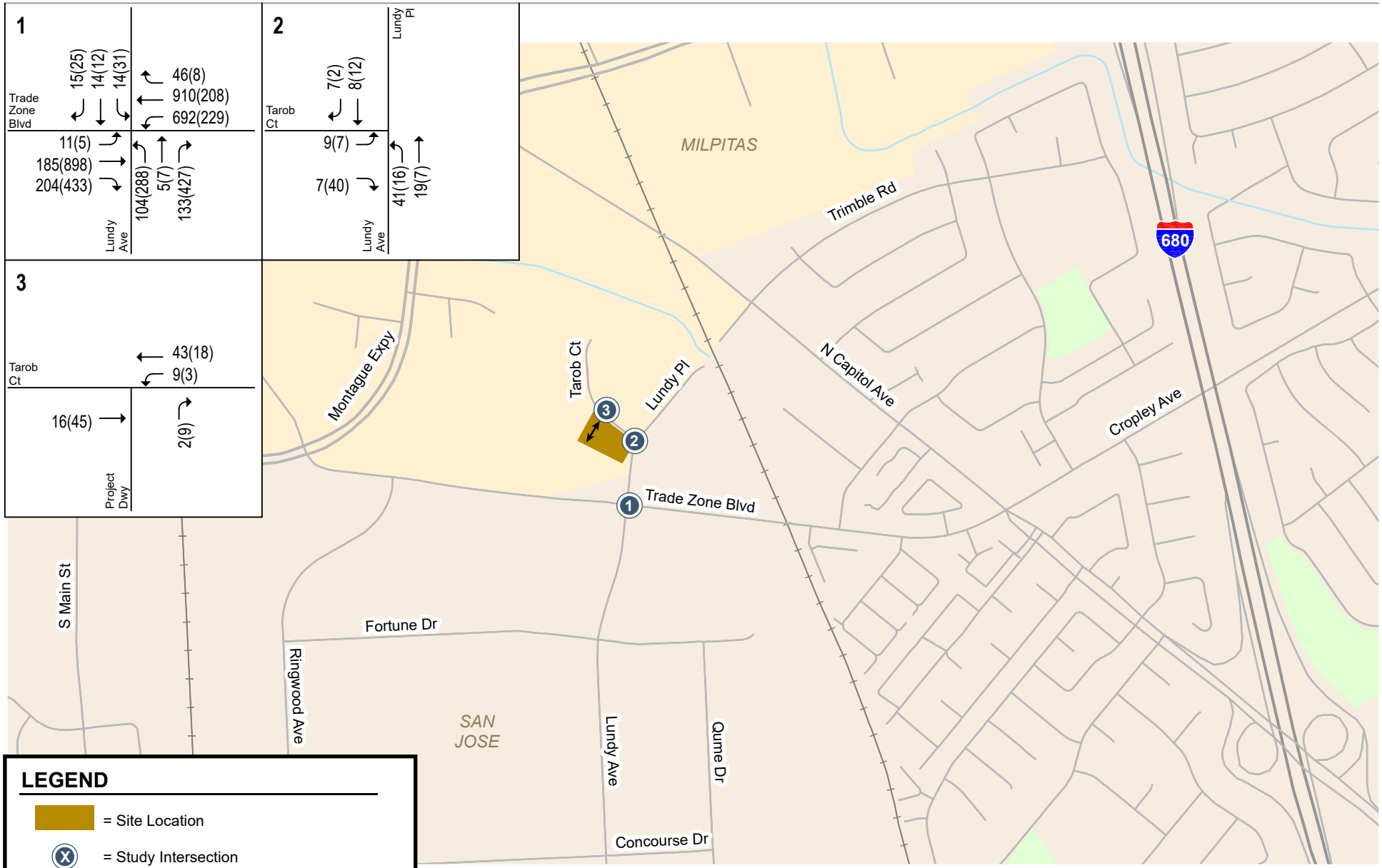


Figure 4
Existing Traffic Volumes

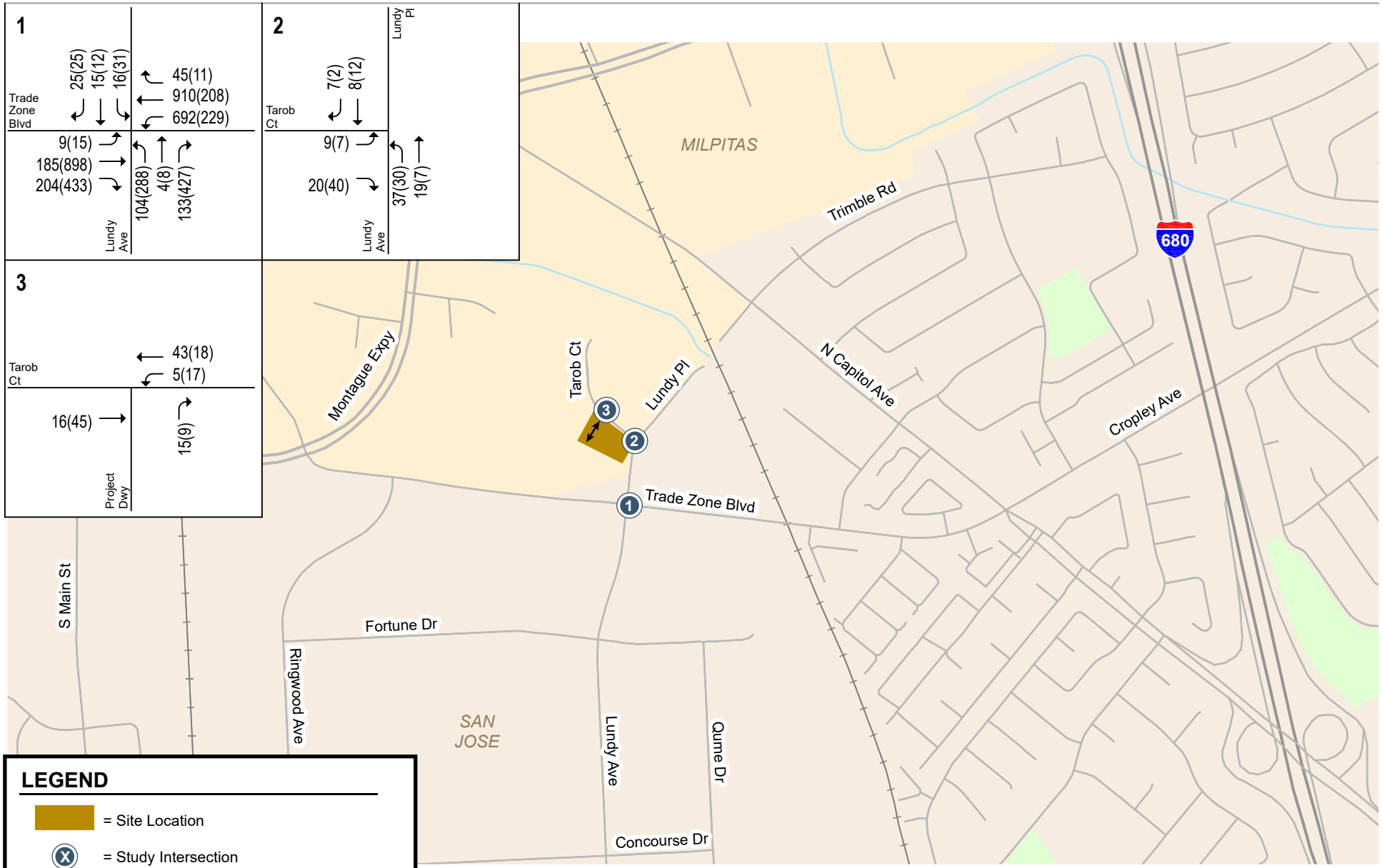


Figure 5
Existing Plus Project Traffic Volumes

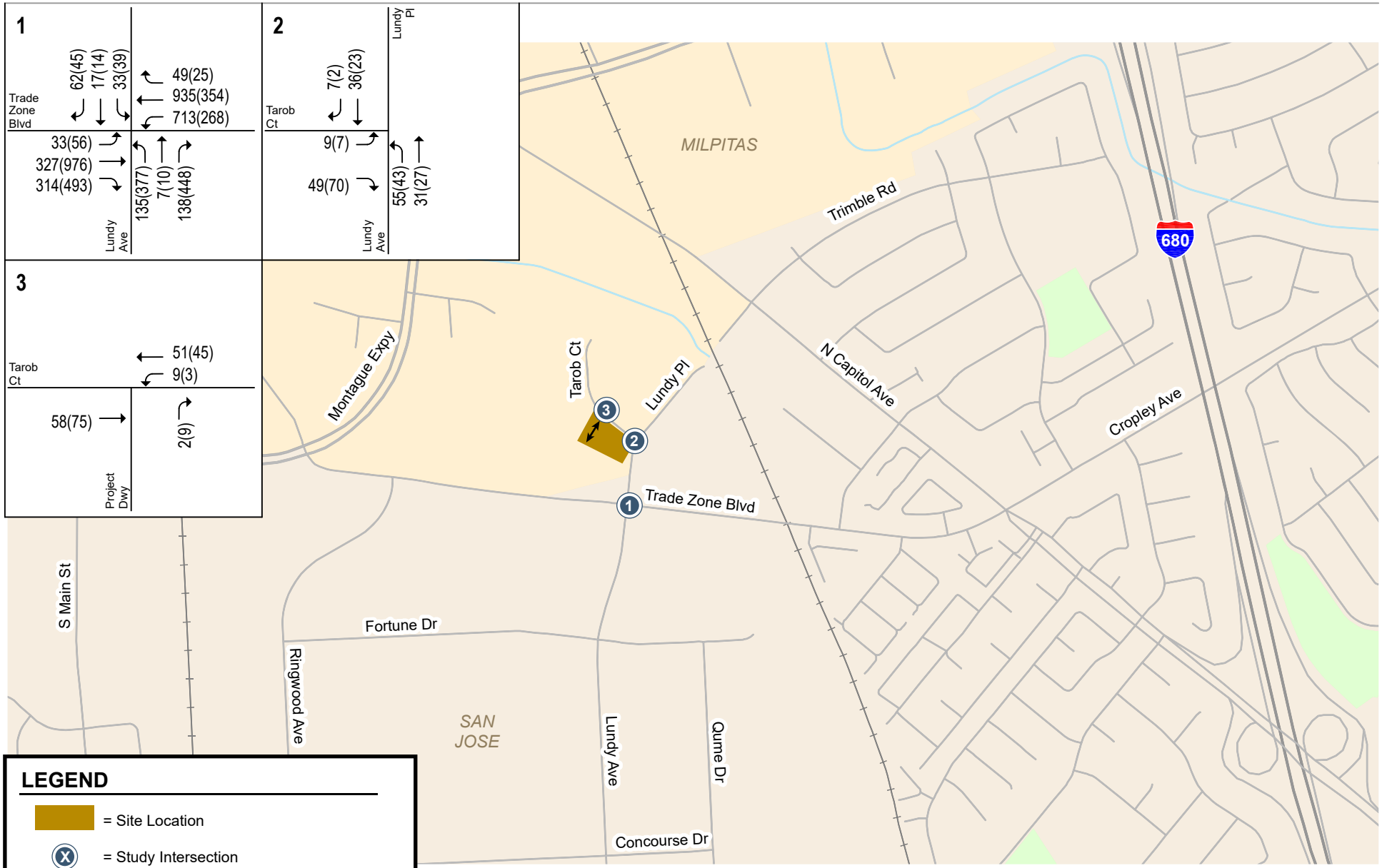


Figure 6
Background Traffic Volumes

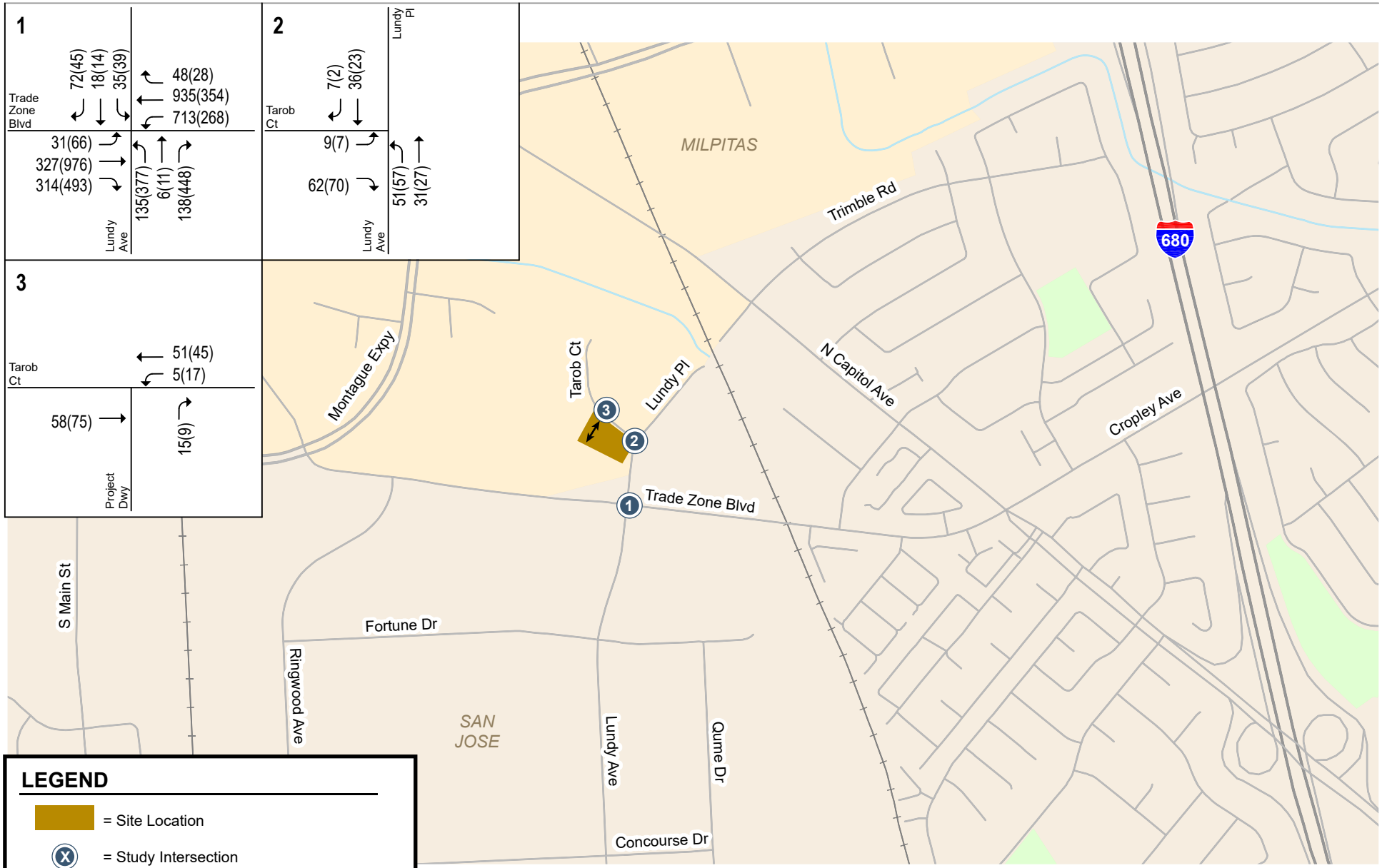


Figure 7
Background Plus Project Traffic Volumes

Table 2
Intersection Level of Service Summary

Intersection	Control	Peak Hour	Count Date	LOS Standard	Existing Avg Delay[1] (sec/veh)	Existing LOS	Existing + Project Avg Delay[1] (sec/veh)	Existing + Project LOS	Existing + Project Increase in Delay[3]	Existing + Project Increase in V/C	Background Avg Delay[1] (sec/veh)	Background LOS	Background + Project Avg Delay[1] (sec/veh)	Background + Project LOS	Background + Project Increase in Delay[3]	Background + Project Increase in V/C
1. Lundy Ave and Trade Zone Blvd	Signal	AM	05/02/19	D	30.3	C	32.2	C	3.50	0.045	35.4	D	35.6	D	0.0	0.001
		PM	05/02/19	D	41.8	D	44.0	D	4.10	0.048	44.7	D	44.7	D	0.0	0.000
2. Lundy Ave and Tarob Ct	SSSC [2]	AM	05/02/19	N/A	4.8/8.9	A	5.2/8.7	A	N/A	N/A	4.9/8.9	A	5.1/8.9	A	N/A	N/A
		PM	05/02/19	N/A	6.2/8.6	A	6.4/8.6	A	N/A	N/A	5.7/8.8	A	5.9/8.8	A	N/A	N/A
3. Project Driveway and Tarob Ct	SSSC [2]	AM	05/02/19	N/A	1.2/8.4	A	2.1/8.4	A	N/A	N/A	0.7/8.6	A	1.3/8.6	A	N/A	N/A
		PM	05/02/19	N/A	1.3/8.5	A	2.3/8.5	A	N/A	N/A	0.8/8.7	A	1.4/8.7	A	N/A	N/A

[1] Signalized intersection level of service is based on the Highway Capacity Manual (HCM) methodology, using average control delay for the entire intersection.
[2] Side Street Stop Controlled intersection. Delays are reported for both the overall average delay / the approach with highest delay.
[3] For the signalized intersection at Lundy Ave. and Trade Zone Blvd., the increase in delay shown here represents increase in critical delay.

The study intersections of Lundy Avenue/Tarob Court and Project Driveway/Tarob Court are unsignalized and under the jurisdiction of City of Milpitas. Unlike signalized intersections, which typically represent constraint points for the roadway network, unsignalized intersections rarely limit the potential capacity of a roadway. The determination of appropriate improvements to unsignalized intersections typically includes a qualitative and quantitative analysis of movement delay, traffic signal warrants, movement traffic volumes, availability of alternate routes, and intersection safety. For this reason, improvements to unsignalized intersections are frequently determined on the basis of professional judgment. The City of Milpitas does not apply significance thresholds to unsignalized intersections. Both unsignalized study intersections are projected to operate at LOS A under existing and background conditions, with or without the proposed project.

An assessment was conducted to determine whether the traffic volumes at the Lundy Avenue/Tarob Court intersection would warrant the installation of a traffic signal. This assessment was based on the Peak Hour Volume Signal Warrant (Warrant #3) described in the *California Manual on Uniform Traffic Control Devices (CA MUTCD)*. This method makes no evaluation of intersection level of service, but simply provides an indication whether peak hour traffic volumes would be sufficient to justify installation of a traffic signal. The signal warrant analysis sheets are included in the Appendix. The analysis showed that the peak hour volume warrant would not be satisfied at the Lundy Avenue/Tarob Court intersection under any study scenarios during the AM and PM peak hours.

Vehicle Queuing Analysis

A vehicle queuing analysis was conducted for the eastbound left-turn movement at the Trade Zone Boulevard/Lundy Avenue intersection and the northbound left-turn at the Tarob Court/Lundy Avenue intersection. The queuing analysis was conducted for both background and background plus project conditions. Vehicle queues were estimated using a Poisson probability distribution. The basis of the analysis is as follows: (1) the Poisson probability distribution is used to estimate the 95th percentile maximum number of queued vehicles per signal cycle for a particular movement; (2) the estimated maximum number of vehicles in the queue is translated into a queue length, assuming 25 feet per vehicle; and (3) the estimated maximum queue length is compared to the existing or planned available storage capacity for the movement. This analysis thus provides a basis for estimating future storage requirements at intersections. The results of this analysis are summarized below and in Table 3 for the AM and PM peak hours. The analysis indicates that, with the addition of project traffic, the 95th percentile vehicle queues could be accommodated by the storage provided at the subject locations.

Table 3
Vehicle Queuing Analysis

Measurement	Trade Zone Blvd and Lundy Ave EB Left Turn	Lundy Place and Tarob Ct NB Left Turn
Background (AM)		
Cycle/Delay[1] (sec)	116	7.4
Volume (vph)	33	55
Avg. Queue (veh)	1.1	0.1
Avg. Queue (ft.) [2]	27	3
95th %. Queue (veh)	3	1
95th %. Queue (ft.) [2]	75	25
Storage	130	125
Adequate (Y/N)	Y	Y
Background (PM)		
Cycle/Delay[1] (sec)	116	7.3
Volume (vph)	56	43
Avg. Queue (veh)	1.8	0.1
Avg. Queue (ft.) [2]	45	2
95th %. Queue (veh)	4	1
95th %. Queue (ft.) [2]	100	25
Storage	130	125
Adequate (Y/N)	Y	Y
Background + Project (AM)		
Cycle/Delay[1] (sec)	116	7.4
Volume (vph)	31	51
Avg. Queue (veh)	1.0	0.1
Avg. Queue (ft.) [2]	25	3
95th %. Queue (veh)	3	1
95th %. Queue (ft.) [2]	75	25
Storage	130	125
Adequate (Y/N)	Y	Y
Background + Project (PM)		
Cycle/Delay[1] (sec)	116	7.3
Volume (vph)	66	57
Avg. Queue (veh)	2.1	0.1
Avg. Queue (ft.) [2]	53	3
95th %. Queue (veh)	5	1
95th %. Queue (ft.) [2]	125	25
Storage	130	125
Adequate (Y/N)	Y	Y

[1] Vehicle queue calculations based on signal cycle length for signalized intersections and average movement delay for unsignalized intersections.

[2] Assumes 25 feet per vehicle queued

Impacts to Transit, Bikes, and Pedestrians

According to the VTA (Santa Clara County CMP) Transportation Impact Analysis Technical Guidelines, a project would create an impact on pedestrian and bike circulation if: (1) it would reduce, sever or eliminate existing or planned bike/pedestrian access and circulation in the area; (2) it would preclude, modify, or otherwise affect proposed bicycle and pedestrian projects and/or policies identified in the Lead Agency's adopted bicycle/pedestrian plan, or the plans of other agencies such as the Countywide Bicycle Plan or adjacent Cities' bicycle/pedestrian plans; or (3) it would cause a change to existing bike paths such as alignment, width of the trail ROW, or length of the trail.

The project site is located within the City of Milpitas Transit Area Specific Plan (TASP). The plan oversees the redevelopment of the southern portion of the City that transforms a low-density industrial area to an urban residential and mixed-use district with an emphasis on walkability and bicycling. The plan includes a new street system that promotes walking and biking as the dominant modes for short internal trips, especially with the future Milpitas BART station and VTA light rail system within close proximity to the project site. As part of the Milpitas TASP, a future street connection and pedestrian bridge across Capitol Avenue are planned to connect Tarob Court to Milpitas Boulevard and the new BART station. A proposed Class III bike route is also planned on Tarob Court to serve this new bicycle access route to the transit center.

As part of project improvements, curb extensions with new sidewalks would be installed along the Tarob Court and Lundy Place project frontages. In addition, the two existing driveways at the project site will be reduced into one new site driveway on Tarob Court, which would reduce the number of potential vehicle-pedestrian conflict points.

The proposed project would generate pedestrian trips to/from transit stops, recreation areas, and employment centers. Overall, the volume of pedestrian trips generated by the project is expected to be relatively low and not exceed the carrying capacity of the sidewalks and crosswalks nearby. U.S. Census data indicate that bicycle trips comprise less than one percent of the total commute mode share in the City of Milpitas. For the proposed project, this would equate to approximately one new bike trip during each of the AM and PM peak hours. The low volume of bicycle trips generated by the project would not exceed the bicycle-carrying capacity of streets surrounding the site, and the increase in bicycle trips would not by itself require new off-site bicycle facilities.

The addition of the project would not remove any existing bike/pedestrian facilities, nor would it preclude any future planned improvements. Because most intersections around the project site are signalized and have very few bike/pedestrian activities, the addition of project traffic would have a negligible effect on walking and biking in the project vicinity. Therefore, the proposed project would not create an adverse impact to bike/pedestrian circulation in the area.

According to the VTA TIA Technical Guidelines, a project would create an impact on transit if: (1) it would generate a demand for additional transit services; or (2) it would cause a permanent or temporary reduction of transit availability or interference with existing transit users, e.g., relocation/closure of a transit stop or vacation of a roadway utilized by transit.

According to the Milpitas TASP, transit trips would comprise approximately 9% of all peak hour trips. For the proposed project, assuming 9 percent of total commute trips would be transit trips, this would generate approximately 1 new transit trip during the AM peak hour and 2 new transit trips during the PM peak hour. In addition to commute trips, there will be additional transit trips to nearby schools, parks, and shopping areas. The volume of transit trips generated by the project would not exceed the carrying capacity of the existing transit service to the site.

The addition of the project would not remove any existing transit facilities, nor would it preclude any future planned improvements. As shown in the LOS calculations, the addition of project traffic would have a negligible effect on bus delays the project vicinity. Therefore, based on the VTA Technical Guidelines, the proposed project would not create an adverse impact to transit operations in the area and no

improvements to existing transit service frequencies would be necessary in conjunction with the proposed project.

Site Access

This site access and circulation review is based on the site plan (dated October 2018) provided to Hexagon (see Figure 2). The site would be accessed by one driveway on Tarob Court on the west end of the property, about 200 feet west of the intersection at Lundy Place and Tarob Court. The proposed site driveway would be located at approximately the same location as the existing driveway on Tarob Court for the existing building at the project site. The width of the site driveway entry is 22 feet, which meets the minimum City standard for driveways. Under project conditions, it is anticipated that this driveway would serve approximately 20 AM peak hour project trips and 26 PM peak hour project trips. The project condition traffic volumes at the site driveway are shown on Figure 2.

There are existing driveways serving other parcels on Tarob Court adjacent to and opposite of the project frontage. The site driveway does not align with the existing driveway on the opposite side of Tarob Court, but is offset about 25 feet. There is also another existing driveway beside the site driveway on Tarob Court about 50 feet to the west. The spacing of the site driveway, and its location relative to existing driveways, are acceptable given the relatively low traffic volumes at the nearby driveways and Tarob Court.

According to the level of service and queuing calculations, the site driveway would operate at LOS A with queues rarely exceed one or two vehicles during the AM and PM peak hours. The vehicle queues at the site driveway could be accommodated in the storage space provided, and the onsite queues would generally not interfere with traffic operations on Tarob Court and Lundy Avenue.

Pedestrian access to the project site is provided at locations along the frontage on Tarob Court and Lundy Place. Primary pedestrian access is provided via the main entry facing the sidewalks on Tarob Court. Besides the primary access on Tarob Court, there would be walking paths connecting the parking garage with the existing sidewalks on Lundy Place on the east side of the property. As mentioned previously, new sidewalks with curb extensions will also be installed on the project frontage on Tarob Court, providing a continuous pedestrian pathway to existing sidewalks on Trade Zone Boulevard via Lundy Place. Overall, the network of pedestrian paths and the sidewalk improvements on the project frontages provide adequate access to the existing sidewalk network in the project vicinity.

> **Recommendation 1:** To accommodate pedestrians, the project should consider adding one new ADA-compliant curb ramp at the existing northwest curb return at Tarob Court and Lundy Place (along the project frontage). A striped crosswalk is also recommended when the opposite side of the curb return would be upgraded with a new curb ramp along with the redevelopment of the parcel at 1996 Tarob Court.

Currently, the Tarob Court approach at the Tarob Court/Lundy Place intersection is yield controlled. If the striped crosswalk described above were to be added, the Tarob Court approach should also be converted to a stop-controlled approach in order to improve safety for crossing pedestrians.

The sight distance at the project driveway on Tarob Court was checked and determined to be adequate. Because the project would install a curb extension, which includes adding sidewalks on the Tarob Court frontage, the site driveway would be shifted closer to the centerline of Tarob Court, thereby further improving the sight distance for vehicles exiting the site driveway. As part of the project improvements, the radius of the existing curb return along the project frontage at the Lundy Place/Tarob Court intersection would be reduced. This improvement would help reduce vehicle speeds on Tarob Court, and therefore, improve the sight distance required for vehicles entering and exiting the driveways.

> **Recommendation 2:** Prior to final design, the placement of any landscaping, monuments, and signs within the sight triangles of the site driveway should be reviewed by Public Works staff to ensure adequate corner sight distance.

Recommendation 3: As a result of the proposed curb extensions on Tarob Court and Lundy Avenue, the cross-section widths for both streets would be reduced and on-street parking would not be able to be accommodated. Therefore, on-street parking along the project frontages on Tarob Court and Lundy Avenue should be restricted.

Site Circulation

The project site includes an open parking lot and a parking garage on the ground level. Onsite parking areas would be accessed by one site driveway on Tarob Court. Both the open parking lot and parking garage follow a standard 90-degree parking layout. The main parking aisle and the two east-west feeder parking aisles inside the garage are 26 and 24 feet wide, respectively, which meets the City's standard for 90-degree parking. However, the north-south parking aisle connecting the two east-west parking aisle is not dimensioned. The dimensions of the regular and compact parking spaces are 9 feet by 18 feet and 8 feet by 15 feet, respectively. Both parking space dimensions meet the minimum City standards. However, the widths of the parking garage entrances are not dimensioned.

Upon entering the garage, vehicles would follow the main drive aisle through the open parking lot and arrive at a roundabout at the southern end of the aisle. The two feeder drive aisles, which are connected at right angles to the main drive aisle, would provide access to the parking garage east of the main drive aisle. The ends of the two feeder drive aisles are connected by another drive aisle, forming a U-shape circulation pattern which makes a complete loop around of the parking garage. The layout shows no dead-end aisles.

Recommendation 4: Because the proposed site plan is conceptual, prior to final design, the design and layout of the parking garage, drive aisles and driveways, should be reviewed by Public Works staff.

The last two parking spaces (numbered 67 and 68) in the open parking lot located off the main drive aisle are approximately 20 feet south of the sidewalk on Tarob Court, and approximately 30 feet south of the beginning of the site driveway. Vehicles parked in these spaces would have to back out directly into the main site access aisle, potentially into the line of incoming traffic on the aisle just turning into the site driveway. However, given the low traffic volumes at the site driveway and on Tarob Court, the design is acceptable.

The site plan shows one elevator at the front lobby that would provide residents access to the parking garage. The sidewalk on Tarob Court would be accessed directly from the front lobby while the sidewalk on Lundy Avenue would be accessed from pedestrian pathways connecting with the parking garage. No bicycle parking facilities are shown on the site plan.

Recommendation 5: The project applicant should demonstrate that adequate short term and long term bicycle parking is provided in accordance with City of Milpitas parking code requirements.

A trash collection room is located adjacent to the roundabout at the southern entrance of the parking garage. The roundabout has a 80-foot outside diameter and a 26 feet wide lane that would allow turnaround maneuvers of garbage trucks as noted on the site plan. Therefore, garbage trucks would perform their operations onsite within the development. The site plan does not show a designated loading area for delivery trucks.

Recommendation 6: The project should indicate on the site plan loading locations for delivery trucks.

Conclusions & Recommendations

The impacts of the proposed project were evaluated in accordance with the procedures and guidelines specified by the City of Milpitas. The analysis resulted in the following key findings:

- The proposed project would not result in any level of service impacts to the study intersections.
- The proposed project would not result in any queuing storage deficiencies at the study intersections.
- The project would not create any impacts on pedestrian, bike, or transit facilities.

The analysis also produced the following recommendations:

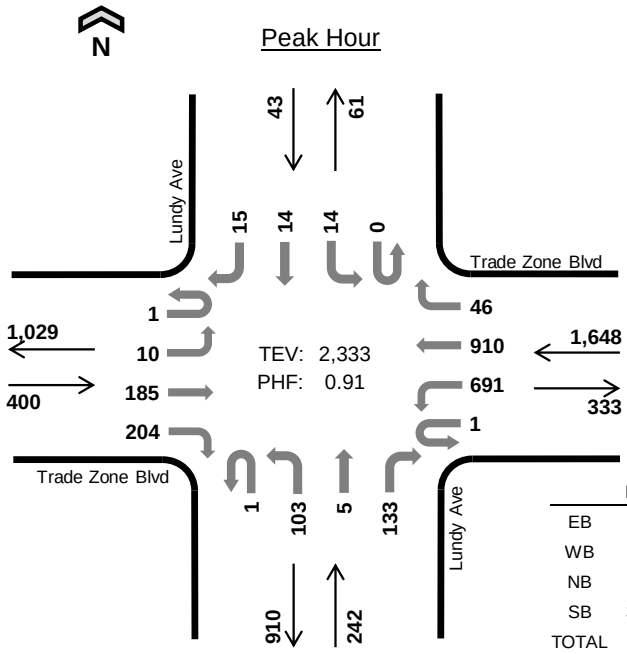
- To accommodate pedestrians, the project should consider adding one new ADA-compliant curb ramp along the project frontage curb return at the Tarob Court and Lundy Place intersection. A striped crosswalk is also recommended when the opposite side of the curb return would be upgraded with a new curb ramp along with the redevelopment of the parcel at 1996 Tarob Court.
- Prior to final design, the placement of any landscaping, monuments, and signs within the sight triangles of the site driveway should be reviewed by Public Works staff to ensure adequate corner sight distance.
- As a result of the proposed curb extensions on Tarob Court and Lundy Place, the cross-section widths for both streets would be reduced and on-street parking would not be able to be accommodated. Therefore, on-street parking along the project frontages on Tarob Court and Lundy Place should be restricted.
- Because the proposed site plan is conceptual, prior to final design, the design and layout of the parking garage, drive aisles and driveways, should be reviewed by Public Works staff.
- The project applicant should demonstrate that adequate short term and long term bicycle parking is provided in accordance with City of Milpitas parking code requirements.
- The project should indicate on the site plan loading locations for delivery trucks.

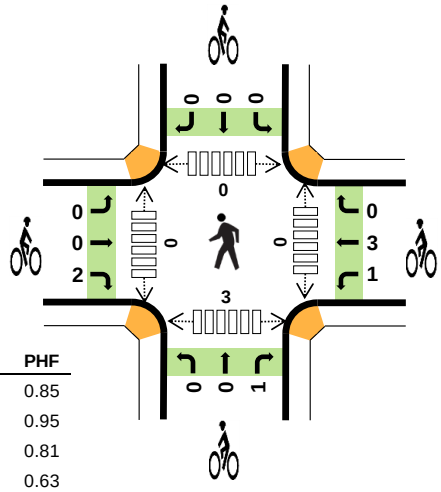
APPENDIX

Traffic Counts

Lundy Ave
Trade Zone Blvd

Date: 05-02-2019
Count Period: 7:00 AM to 9:00 AM
Peak Hour: 8:00 AM to 9:00 AM





	HV %:	PHF
EB	4.0%	0.85
WB	1.5%	0.95
NB	5.0%	0.81
SB	34.9%	0.63
TOTAL	2.9%	0.91

Two-Hour Count Summaries

Interval Start		Trade Zone Blvd Eastbound				Trade Zone Blvd Westbound				Lundy Ave Northbound				Lundy Ave Southbound				15-min Total	Rolling One Hour
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM		1	2	43	27	0	46	207	9	0	27	3	29	0	1	1	3	399	0
7:15 AM		0	7	36	40	0	76	216	13	0	15	1	25	0	0	0	3	432	0
7:30 AM		0	5	46	39	0	102	207	7	0	36	0	34	0	0	0	3	479	0
7:45 AM		0	1	43	54	0	135	214	14	0	22	2	33	0	4	0	2	524	1,834
8:00 AM		**0**	**3**	**40**	**44**	**0**	**140**	**225**	**13**	**0**	**27**	**2**	**42**	**0**	**2**	**2**	**3**	**543**	1,978
8:15 AM		**0**	**2**	**41**	**45**	**1**	**176**	**249**	**9**	**1**	**21**	**0**	**25**	**0**	**3**	**3**	**3**	**579**	2,125
8:30 AM		**0**	**2**	**48**	**57**	**0**	**184**	**217**	**6**	**0**	**21**	**2**	**26**	**0**	**3**	**2**	**5**	**573**	2,219
8:45 AM		**1**	**3**	**56**	**58**	**0**	**191**	**219**	**18**	**0**	**34**	**1**	**40**	**0**	**6**	**7**	**4**	**638**	**2,333**
Count Total		2	25	353	364	1	1,050	1,754	89	1	203	11	254	0	19	15	26	4,167	0
Peak Hour	**All**	**1**	**10**	**185**	**204**	**1**	**691**	**910**	**46**	**1**	**103**	**5**	**133**	**0**	**14**	**14**	**15**	**2,333**	**0**
	HV	**0**	**2**	**2**	**12**	**0**	**4**	**10**	**11**	**0**	**8**	**1**	**3**	**0**	**7**	**1**	**7**	**68**	**0**
	HV%	**0%**	**20%**	**1%**	**6%**	**0%**	**1%**	**1%**	**24%**	**0%**	**8%**	**20%**	**2%**	**-**	**50%**	**7%**	**47%**	**3%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	4	2	3	1	*10*	0	0	0	0	*0*	0	0	0	0	*0*
7:15 AM	3	2	3	1	*9*	0	0	0	0	*0*	1	0	0	2	*3*
7:30 AM	4	5	5	1	*15*	1	0	0	0	*1*	0	1	1	0	*2*
7:45 AM	4	8	3	2	*17*	0	0	0	0	*0*	0	0	0	0	*0*
8:00 AM	**4**	**7**	**1**	**2**	***14***	**0**	**1**	**0**	**0**	***1***	**0**	**0**	**0**	**0**	*0*
8:15 AM	**3**	**4**	**3**	**3**	***13***	**0**	**2**	**0**	**0**	***2***	**0**	**0**	**0**	**1**	*1*
8:30 AM	**5**	**6**	**3**	**5**	***19***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**2**	*2*
8:45 AM	**4**	**8**	**5**	**5**	***22***	**2**	**1**	**1**	**0**	***4***	**0**	**0**	**0**	**0**	***0***
Count Total	31	42	26	20	*119*	3	4	1	0	*8*	1	1	1	5	*8*
Peak Hour	**16**	**25**	**12**	**15**	***68***	**2**	**4**	**1**	**0**	***7***	**0**	**0**	**0**	**3**	***3***

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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Trade Zone Blvd				Trade Zone Blvd				Lundy Ave				Lundy Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	1	2	1	0	0	2	0	0	1	0	2	0	0	0	1	10	0
7:15 AM	0	2	0	1	0	0	1	1	0	1	0	2	0	0	0	1	9	0
7:30 AM	0	0	1	3	0	1	3	1	0	5	0	0	0	0	0	1	15	0
7:45 AM	0	0	3	1	0	1	3	4	0	1	0	2	0	2	0	0	17	51
8:00 AM	**0**	**0**	**1**	**3**	**0**	**2**	**1**	**4**	**0**	**1**	**0**	**0**	**0**	**2**	**0**	**0**	**14**	55
8:15 AM	**0**	**1**	**1**	**1**	**0**	**0**	**3**	**1**	**0**	**2**	**0**	**1**	**0**	**1**	**1**	**1**	**13**	59
8:30 AM	**0**	**1**	**0**	**4**	**0**	**1**	**3**	**2**	**0**	**1**	**1**	**1**	**0**	**2**	**0**	**3**	**19**	63
8:45 AM	**0**	**0**	**0**	**4**	**0**	**1**	**3**	**4**	**0**	**4**	**0**	**1**	**0**	**2**	**0**	**3**	**22**	**68**
Count Total	0	5	8	18	0	6	19	17	0	16	1	9	0	9	1	10	119	0
Peak Hour	**0**	**2**	**2**	**12**	**0**	**4**	**10**	**11**	**0**	**8**	**1**	**3**	**0**	**7**	**1**	**7**	**68**	**0**

Two-Hour Count Summaries - Bikes

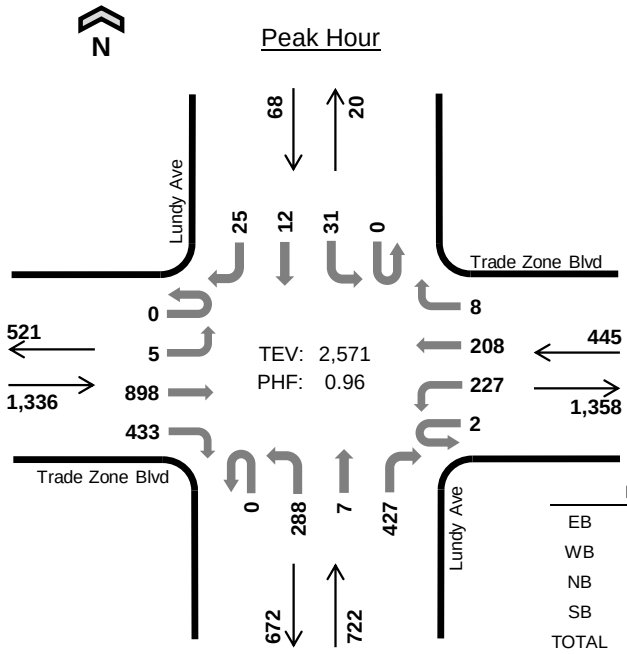
Interval Start	Trade Zone Blvd			Trade Zone Blvd			Lundy Ave			Lundy Ave			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	1	0	0	0	0	0	0	0	0	0	1	0
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00 AM	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	2
8:15 AM	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**	4
8:30 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	3
8:45 AM	**0**	**0**	**2**	**1**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**4**	**7**
Count Total	0	0	3	1	3	0	0	0	1	0	0	0	8	0
Peak Hour	**0**	**0**	**2**	**1**	**3**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**7**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

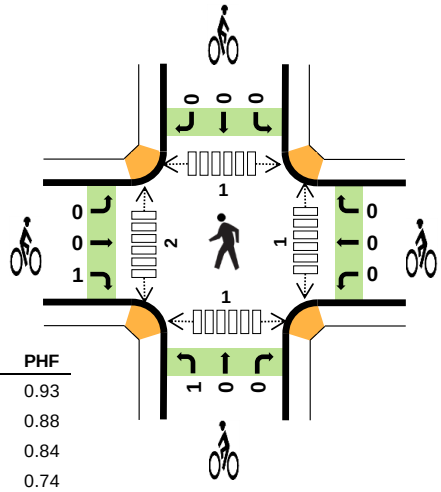
Project Manager: (415) 310-6469 project.manager.ca@idaxdata.com

Lundy Ave
Trade Zone Blvd

Date: 05-02-2019
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 5:00 PM to 6:00 PM



	HV %:	PHF
EB	1.2%	0.93
WB	0.9%	0.88
NB	1.2%	0.84
SB	2.9%	0.74
TOTAL	1.2%	0.96



Two-Hour Count Summaries

Interval Start		Trade Zone Blvd Eastbound				Trade Zone Blvd Westbound				Lundy Ave Northbound				Lundy Ave Southbound				15-min Total	Rolling One Hour
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	4	176	93	0	47	36	3	0	51	1	89	0	6	5	8	519	0
4:15 PM		0	4	214	100	0	49	42	2	0	63	3	91	0	4	4	8	584	0
4:30 PM		1	2	248	102	0	60	47	2	0	65	0	102	0	7	1	2	639	0
4:45 PM		1	4	230	106	0	41	58	1	1	64	0	102	0	6	1	4	619	2,361
5:00 PM		**0**	**1**	**186**	**105**	**0**	**54**	**47**	**3**	**0**	**97**	**2**	**117**	**0**	**15**	**3**	**4**	**634**	2,476
5:15 PM		**0**	**2**	**241**	**116**	**1**	**45**	**46**	**1**	**0**	**51**	**0**	**95**	**0**	**10**	**5**	**8**	**621**	2,513
5:30 PM		**0**	**0**	**226**	**118**	**0**	**63**	**62**	**1**	**0**	**80**	**2**	**104**	**0**	**4**	**2**	**7**	**669**	2,543
5:45 PM		**0**	**2**	**245**	**94**	**1**	**65**	**53**	**3**	**0**	**60**	**3**	**111**	**0**	**2**	**2**	**6**	**647**	**2,571**
Count Total		2	19	1,766	834	2	424	391	16	1	531	11	811	0	54	23	47	4,932	0
Peak Hour	**All**	**0**	**5**	**898**	**433**	**2**	**227**	**208**	**8**	**0**	**288**	**7**	**427**	**0**	**31**	**12**	**25**	**2,571**	**0**
	HV	**0**	**1**	**4**	**11**	**0**	**2**	**2**	**0**	**0**	**8**	**0**	**1**	**0**	**0**	**0**	**2**	**31**	**0**
	HV%	**-**	**20%**	**0%**	**3%**	**0%**	**1%**	**1%**	**0%**	**-**	**3%**	**0%**	**0%**	**-**	**0%**	**0%**	**8%**	**1%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	4	1	7	1	*13*	0	0	0	0	*0*	0	0	0	0	*0*
4:15 PM	5	2	3	2	*12*	0	0	0	0	*0*	0	0	0	0	*0*
4:30 PM	7	4	2	0	*13*	0	0	0	0	*0*	0	0	0	0	*0*
4:45 PM	2	3	4	1	*10*	0	0	0	0	*0*	0	0	0	0	*0*
5:00 PM	**6**	**2**	**2**	**0**	***10***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
5:15 PM	**5**	**2**	**3**	**0**	***10***	**1**	**0**	**0**	**0**	***1***	**1**	**1**	**0**	**0**	*2*
5:30 PM	**0**	**0**	**1**	**1**	***2***	**0**	**0**	**1**	**0**	***1***	**0**	**1**	**0**	**1**	*2*
5:45 PM	**5**	**0**	**3**	**1**	***9***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**1**	**0**	***1***
Count Total	34	14	25	6	*79*	1	0	1	0	*2*	1	2	1	1	*5*
Peak Hour	**16**	**4**	**9**	**2**	***31***	**1**	**0**	**1**	**0**	***2***	**1**	**2**	**1**	**1**	***5***

Project Manager: (415) 310-6469
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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Trade Zone Blvd				Trade Zone Blvd				Lundy Ave				Lundy Ave				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	4	0	0	0	1	0	6	0	1	0	0	0	1	13	0
4:15 PM	0	0	2	3	0	0	2	0	0	2	0	1	0	0	0	2	12	0
4:30 PM	0	1	2	4	0	3	0	1	0	1	0	1	0	0	0	0	13	0
4:45 PM	0	0	0	2	0	0	3	0	0	4	0	0	0	0	0	1	10	48
5:00 PM	**0**	**0**	**2**	**4**	**0**	**1**	**1**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	45
5:15 PM	**0**	**0**	**1**	**4**	**0**	**1**	**1**	**0**	**0**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**10**	43
5:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**2**	32
5:45 PM	**0**	**1**	**1**	**3**	**0**	**0**	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**1**	**9**	**31**
Count Total	0	2	8	24	0	5	7	2	0	21	0	4	0	0	0	6	79	0
Peak Hour	**0**	**1**	**4**	**11**	**0**	**2**	**2**	**0**	**0**	**8**	**0**	**1**	**0**	**0**	**0**	**2**	**31**	**0**

Two-Hour Count Summaries - Bikes

Interval Start	Trade Zone Blvd			Trade Zone Blvd			Lundy Ave			Lundy Ave			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
5:15 PM	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	1
5:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	2
5:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2**
Count Total	0	0	1	0	0	0	1	0	0	0	0	0	2	0
Peak Hour	**0**	**0**	**1**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**2**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Project Manager: (415) 310-6469

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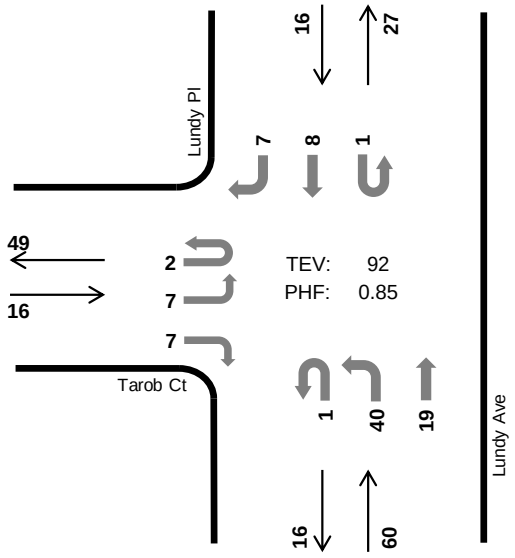
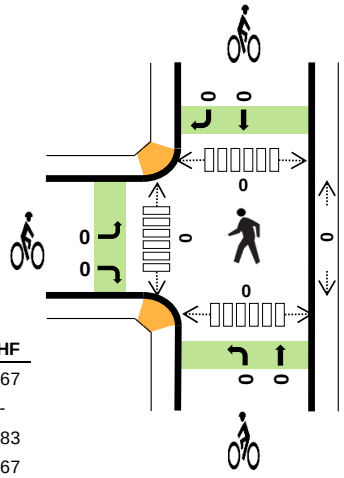
Lundy Ave
Tarob Ct

Date: 05-02-2019
Count Period: 7:00 AM to 9:00 AM
Peak Hour: 7:15 AM to 8:15 AM

Peak Hour





	HV %:	PHF
EB	37.5%	0.67
WB	-	-
NB	20.0%	0.83
SB	31.3%	0.67
TOTAL	25.0%	0.85

Two-Hour Count Summaries

Interval Start	Tarob Ct Eastbound				n/a Westbound				Lundy Ave Northbound				Lundy Pl Southbound				15-min Total	Rolling One Hour
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	1	0	2	0	0	0	0	0	8	5	0	0	0	1	1	18	0
7:15 AM	**0**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**11**	**7**	**0**	**0**	**0**	**0**	**6**	**27**	0
7:30 AM	**0**	**2**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**7**	**4**	**0**	**0**	**0**	**1**	**1**	**16**	0
7:45 AM	**1**	**1**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**13**	**4**	**0**	**1**	**0**	**5**	**0**	**27**	88
8:00 AM	**1**	**2**	**0**	**3**	**0**	**0**	**0**	**0**	**1**	**9**	**4**	**0**	**0**	**0**	**2**	**0**	**22**	**92**
8:15 AM	0	0	0	2	0	0	0	0	0	3	3	0	0	0	5	0	13	78
8:30 AM	0	0	0	2	0	0	0	0	0	8	3	0	0	0	7	2	22	84
8:45 AM	0	1	0	3	0	0	0	0	0	5	6	0	0	0	3	0	18	75
Count Total	2	9	0	16	0	0	0	0	1	64	36	0	1	0	24	10	163	0
Peak Hour All	**2**	**7**	**0**	**7**	**0**	**0**	**0**	**0**	**1**	**40**	**19**	**0**	**1**	**0**	**8**	**7**	**92**	**0**
Peak Hour HV	**2**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**6**	**6**	**0**	**1**	**0**	**4**	**0**	**23**	**0**
Peak Hour HV%	**100%**	**29%**	**-**	**29%**	**-**	**-**	**-**	**-**	**0%**	**15%**	**32%**	**-**	**100%**	**-**	**50%**	**0%**	**25%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
7:00 AM	1	0	1	2	*4*	0	0	0	0	*0*	0	0	0	0	*0*
7:15 AM	**1**	**0**	**3**	**0**	***4***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
7:30 AM	**2**	**0**	**1**	**0**	***3***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
7:45 AM	**1**	**0**	**4**	**3**	***8***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
8:00 AM	**2**	**0**	**4**	**2**	***8***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	***0***
8:15 AM	0	0	1	4	*5*	0	0	0	0	*0*	0	0	0	0	*0*
8:30 AM	0	0	5	8	*13*	0	0	0	0	*0*	1	0	0	0	*1*
8:45 AM	3	0	3	2	*8*	0	0	0	0	*0*	0	0	1	0	*1*
Count Total	10	0	22	21	*53*	0	0	0	0	*0*	1	0	1	0	*2*
Peak Hr	**6**	**0**	**12**	**5**	***23***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	***0***

Project Manager: (415) 310-6469
project.manager.ca@idaxdata.com

Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Tarob Ct				n/a				Lundy Ave				Lundy Pl				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
7:00 AM	0	1	0	0	0	0	0	0	0	1	0	0	0	0	1	1	4	0
7:15 AM	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	0
7:30 AM	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**3**	0
7:45 AM	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**3**	**0**	**1**	**0**	**2**	**0**	**8**	19
8:00 AM	**1**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**3**	**0**	**0**	**0**	**2**	**0**	**8**	**23**
8:15 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	4	0	5	24
8:30 AM	0	0	0	0	0	0	0	0	0	2	3	0	0	0	6	2	13	34
8:45 AM	0	1	0	2	0	0	0	0	0	0	3	0	0	0	2	0	8	34
Count Total	2	4	0	4	0	0	0	0	0	9	13	0	1	0	17	3	53	0
Peak Hour	**2**	**2**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**6**	**6**	**0**	**1**	**0**	**4**	**0**	**23**	**0**

Two-Hour Count Summaries - Bikes

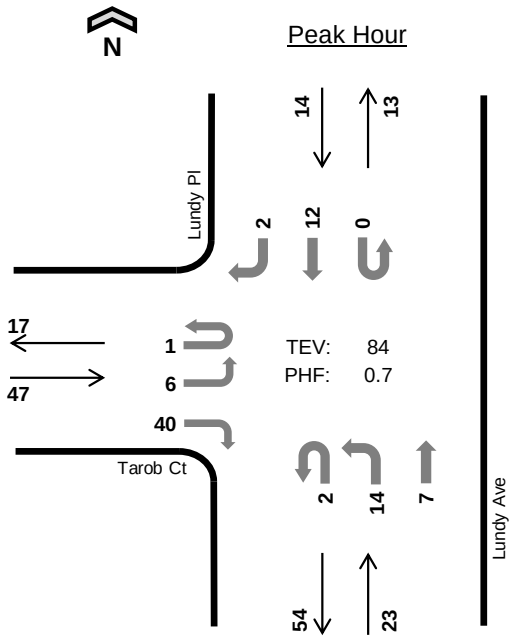
Interval Start	Tarob Ct			0			Lundy Ave			Lundy Pl			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
7:30 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
7:45 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
8:00 AM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

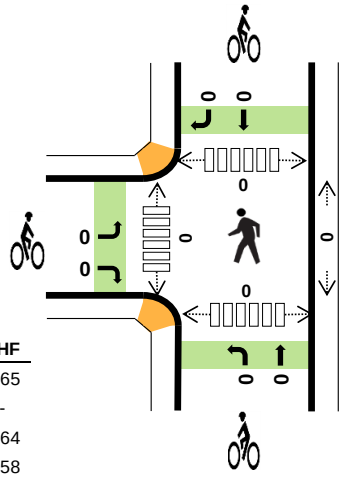
Project Manager: (415) 310-6469 project.manager.ca@idaxdata.com

Lundy Ave
Tarob Ct

Peak Hour



Date: 05-02-2019
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 4:00 PM to 5:00 PM



	HV %:	PHF
EB	10.6%	0.65
WB	-	-
NB	13.0%	0.64
SB	14.3%	0.58
TOTAL	11.9%	0.70

Two-Hour Count Summaries

Interval Start		Tarob Ct Eastbound				n/a Westbound				Lundy Ave Northbound				Lundy Pl Southbound				15-min Total	Rolling One Hour
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		**0**	**3**	**0**	**15**	**0**	**0**	**0**	**0**	**0**	**3**	**4**	**0**	**0**	**0**	**5**	**0**	**30**	0
4:15 PM		**0**	**1**	**0**	**11**	**0**	**0**	**0**	**0**	**1**	**7**	**1**	**0**	**0**	**0**	**2**	**0**	**23**	0
4:30 PM		**0**	**1**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**3**	**1**	**0**	**0**	**0**	**4**	**2**	**17**	0
4:45 PM		**1**	**1**	**0**	**8**	**0**	**0**	**0**	**0**	**1**	**1**	**1**	**0**	**0**	**0**	**1**	**0**	**14**	**84**
5:00 PM		0	1	0	15	0	0	0	0	1	2	1	0	0	0	4	3	27	81
5:15 PM		1	1	0	13	0	0	0	0	0	3	0	0	0	0	5	1	24	82
5:30 PM		0	0	0	10	0	0	0	0	0	0	2	0	0	0	1	0	13	78
5:45 PM		0	1	0	8	0	0	0	0	1	4	2	0	0	0	1	1	18	82
Count Total		2	9	0	86	0	0	0	0	4	23	12	0	0	0	23	7	166	0
Peak Hour	**All**	**1**	**6**	**0**	**40**	**0**	**0**	**0**	**0**	**2**	**14**	**7**	**0**	**0**	**0**	**12**	**2**	**84**	**0**
	HV	**0**	**2**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**1**	**2**	**0**	**0**	**0**	**1**	**1**	**10**	**0**
	HV%	**0%**	**33%**	**-**	**8%**	**-**	**-**	**-**	**-**	**0%**	**7%**	**29%**	**-**	**-**	**-**	**8%**	**50%**	**12%**	**0**

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	**2**	**0**	**1**	**1**	***4***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
4:15 PM	**1**	**0**	**0**	**0**	***1***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
4:30 PM	**1**	**0**	**2**	**1**	***4***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	*0*
4:45 PM	**1**	**0**	**0**	**0**	***1***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	***0***
5:00 PM	1	0	0	1	*2*	0	0	0	0	*0*	0	0	0	0	*0*
5:15 PM	0	0	0	0	*0*	0	0	0	0	*0*	1	0	0	0	*1*
5:30 PM	1	0	0	0	*1*	0	0	0	0	*0*	0	0	0	0	*0*
5:45 PM	0	0	1	1	*2*	0	0	0	0	*0*	0	0	0	0	*0*
Count Total	7	0	4	4	*15*	0	0	0	0	*0*	1	0	0	0	*1*
Peak Hr	**5**	**0**	**3**	**2**	***10***	**0**	**0**	**0**	**0**	***0***	**0**	**0**	**0**	**0**	***0***

Project Manager: (415) 310-6469
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Two-Hour Count Summaries - Heavy Vehicles

Interval Start	Tarob Ct				n/a				Lundy Ave				Lundy Pl				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**1**	**0**	**4**	0
4:15 PM	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	0
4:30 PM	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**1**	**0**	**0**	**0**	**0**	**1**	**4**	0
4:45 PM	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**10**
5:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	8
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
5:30 PM	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	4
5:45 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2	5
Count Total	0	3	0	4	0	0	0	0	0	1	3	0	0	0	2	2	15	0
Peak Hour	**0**	**2**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**1**	**2**	**0**	**0**	**0**	**1**	**1**	**10**	**0**

Two-Hour Count Summaries - Bikes

Interval Start	Tarob Ct			0			Lundy Ave			Lundy Pl			15-min Total	Rolling One Hour
	Eastbound			Westbound			Northbound			Southbound				
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT		
4:00 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
4:15 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
4:30 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	0
4:45 PM	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Count Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Peak Hour	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Note: U-Turn volumes for bikes are included in Left-Turn, if any.

Project Manager: (415) 310-6469 project.manager.ca@idaxdata.com

IDAX Data Solutions
19205 - Milpitas - Tarob Court Counts
5/2/2019

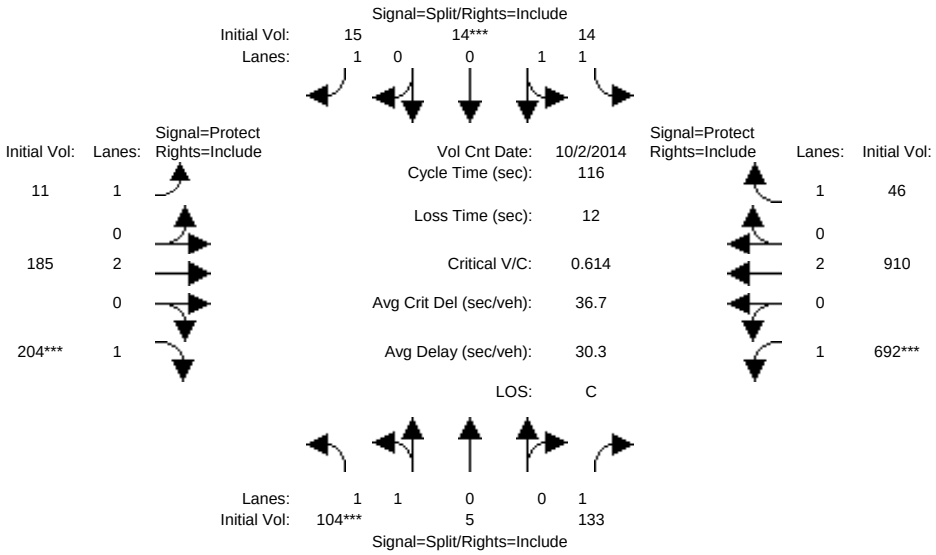
	Driveway 1: Lundy Ave			
	In		Out	
Time:	NB L	SB R	EB R	EB L
7:00	1	0	0	0
7:15	1	0	2	0
7:30	1	0	0	0
7:45	1	0	0	0
8:00	0	0	0	0
8:15	1	1	1	0
8:30	0	0	0	0
8:45	0	0	1	0
16:00	0	0	1	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	1	0	2	0
17:00	1	0	2	0
17:15	0	0	2	0
17:30	0	1	1	0
17:45	1	0	1	0
AM Peak	4	0	2	0
PM Peak	2	1	7	0
Total:	6	1	9	0

	Driveway 2: Tarob Ct			
	In		Out	
Time:	EB R	WB L	NB R	NB L
7:00	0	0	0	0
7:15	0	4	0	0
7:30	0	0	0	0
7:45	0	1	0	0
8:00	0	0	0	0
8:15	0	0	1	0
8:30	0	0	1	0
8:45	0	1	0	0
16:00	0	0	1	0
16:15	0	0	0	0
16:30	0	0	1	0
16:45	0	0	0	0
17:00	0	0	2	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0
AM Peak	0	5	0	0
PM Peak	0	0	2	0
Total:	0	5	2	0

LOS Calculations

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing AM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 7:50-8:50												
Base Vol:	104	5	133	14	14	15	11	185	204	692	910	46
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	104	5	133	14	14	15	11	185	204	692	910	46
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	104	5	133	14	14	15	11	185	204	692	910	46
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	104	5	133	14	14	15	11	185	204	692	910	46
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	104	5	133	14	14	15	11	185	204	692	910	46
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	104	5	133	14	14	15	11	185	204	692	910	46
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.92	0.08	1.00	1.04	0.96	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3352	161	1750	1822	1822	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.03	0.03	0.08	0.01	0.01	0.01	0.01	0.05	0.12	0.40	0.24	0.03
Crit Moves:	****				****				****	****		
Green/Cycle:	0.12	0.12	0.12	0.09	0.09	0.09	0.14	0.16	0.16	0.53	0.55	0.55
Volume/Cap:	0.25	0.25	0.61	0.09	0.09	0.10	0.05	0.31	0.75	0.75	0.44	0.05
Delay/Veh:	47.3	47.3	60.6	49.4	49.4	50.2	43.7	44.8	63.6	26.6	16.2	12.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	47.3	47.3	60.6	49.4	49.4	50.2	43.7	44.8	63.6	26.6	16.2	12.2
LOS by Move:	D	D	E	D	D	D	D	D	E	C	B	B
HCM2kAvgQ:	2	2	6	1	1	1	0	3	9	22	9	1

Note: Queue reported is the number of cars per lane.

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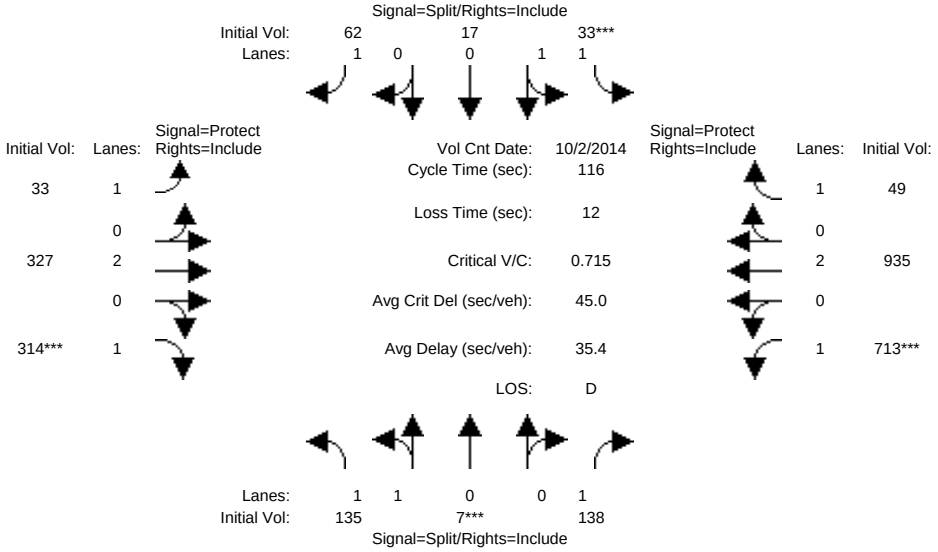
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background AM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 7:50-8:50												
Base Vol:	135	7	138	33	17	62	33	327	314	713	935	49
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	135	7	138	33	17	62	33	327	314	713	935	49
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	135	7	138	33	17	62	33	327	314	713	935	49
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	135	7	138	33	17	62	33	327	314	713	935	49
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	135	7	138	33	17	62	33	327	314	713	935	49
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	135	7	138	33	17	62	33	327	314	713	935	49
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.91	0.09	1.00	1.36	0.64	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3340	173	1750	2374	1223	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.04	0.04	0.08	0.01	0.01	0.04	0.02	0.09	0.18	0.41	0.25	0.03
Crit Moves:		****		****					****	****		
Green/Cycle:	0.11	0.11	0.11	0.09	0.09	0.09	0.14	0.21	0.21	0.49	0.56	0.56
Volume/Cap:	0.37	0.37	0.72	0.16	0.16	0.41	0.14	0.40	0.84	0.84	0.44	0.05
Delay/Veh:	50.5	50.5	70.1	50.2	50.2	58.3	45.1	40.7	63.3	35.5	15.4	11.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	50.5	50.5	70.1	50.2	50.2	58.3	45.1	40.7	63.3	35.5	15.4	11.5
LOS by Move:	D	D	E	D	D	E	D	D	E	D	B	B
HCM2kAvgQ:	3	3	7	1	1	3	1	5	14	26	10	1

Note: Queue reported is the number of cars per lane.

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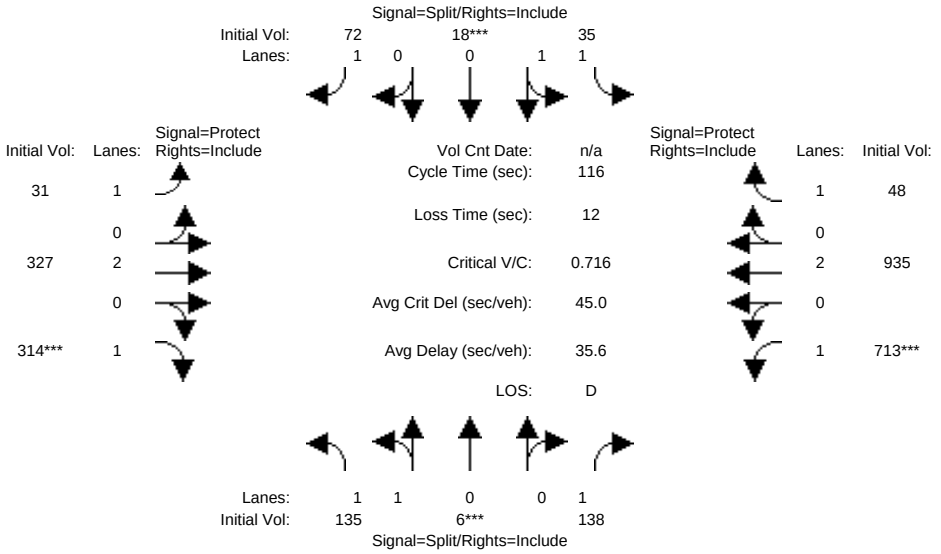
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background + Project AM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	135	6	138	35	18	72	31	327	314	713	935	48
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	135	6	138	35	18	72	31	327	314	713	935	48
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	135	6	138	35	18	72	31	327	314	713	935	48
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	135	6	138	35	18	72	31	327	314	713	935	48
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	135	6	138	35	18	72	31	327	314	713	935	48
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	135	6	138	35	18	72	31	327	314	713	935	48
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.92	0.08	1.00	1.36	0.64	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3362	149	1750	2375	1221	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.04	0.04	0.08	0.01	0.01	0.04	0.02	0.09	0.18	0.41	0.25	0.03
Crit Moves:		****			****				****	****		
Green/Cycle:	0.11	0.11	0.11	0.09	0.09	0.09	0.14	0.21	0.21	0.49	0.56	0.56
Volume/Cap:	0.36	0.36	0.72	0.17	0.17	0.48	0.13	0.40	0.84	0.84	0.44	0.05
Delay/Veh:	50.5	50.5	70.1	50.3	50.3	60.9	45.0	40.7	63.3	35.5	15.4	11.5
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	50.5	50.5	70.1	50.3	50.3	60.9	45.0	40.7	63.3	35.5	15.4	11.5
LOS by Move:	D	D	E	D	D	E	D	D	E	D	B	B
HCM2kAvgQ:	3	3	7	1	1	3	1	5	14	26	10	1

Note: Queue reported is the number of cars per lane.

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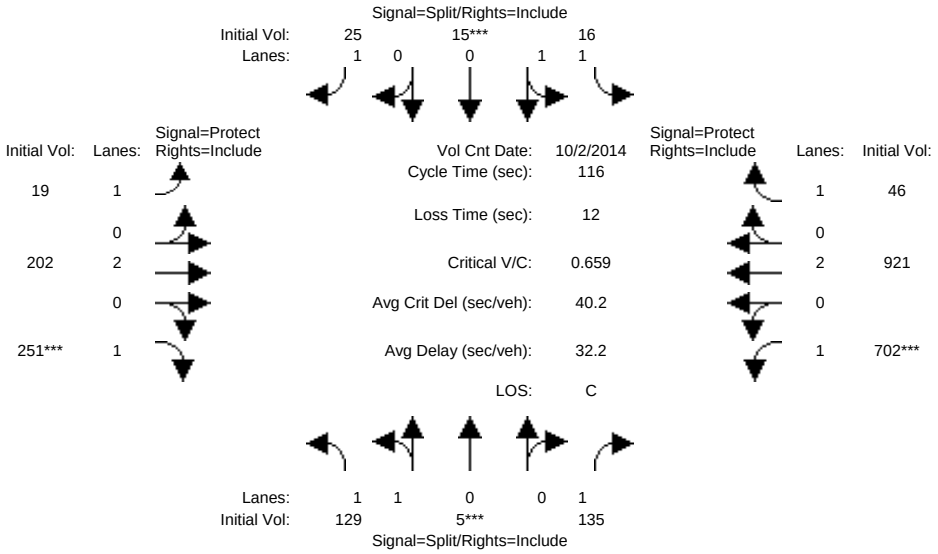
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing+Project AM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 7:50-8:50												
Base Vol:	104	4	133	16	15	25	9	185	204	692	910	45
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	104	4	133	16	15	25	9	185	204	692	910	45
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	25	1	2	0	0	0	10	17	47	10	11	1
Initial Fut:	129	5	135	16	15	25	19	202	251	702	921	46
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	129	5	135	16	15	25	19	202	251	702	921	46
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	129	5	135	16	15	25	19	202	251	702	921	46
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	129	5	135	16	15	25	19	202	251	702	921	46
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.93	0.07	1.00	1.07	0.93	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3379	131	1750	1878	1761	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.04	0.04	0.08	0.01	0.01	0.01	0.01	0.05	0.14	0.40	0.24	0.03
Crit Moves:		****			****				****	****		
Green/Cycle:	0.12	0.12	0.12	0.09	0.09	0.09	0.14	0.18	0.18	0.51	0.56	0.56
Volume/Cap:	0.33	0.33	0.66	0.10	0.10	0.17	0.08	0.29	0.79	0.79	0.44	0.05
Delay/Veh:	49.1	49.1	64.5	49.5	49.5	51.5	44.2	42.0	62.7	30.1	15.8	11.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	49.1	49.1	64.5	49.5	49.5	51.5	44.2	42.0	62.7	30.1	15.8	11.9
LOS by Move:	D	D	E	D	D	D	D	D	E	C	B	B
HCM2kAvgQ:	3	3	6	1	1	1	1	3	11	23	9	1

Note: Queue reported is the number of cars per lane.

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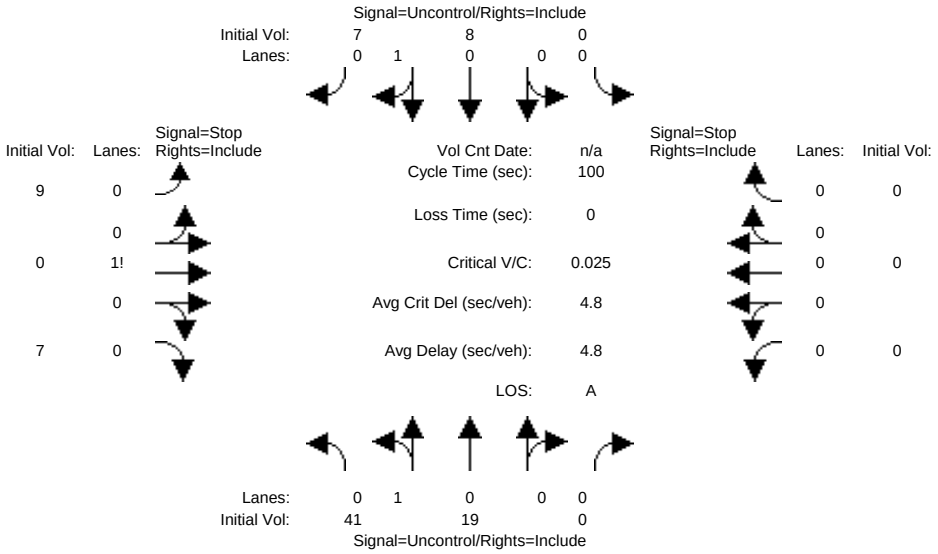
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing AM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	41	19	0	0	8	7	9	0	7	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	41	19	0	0	8	7	9	0	7	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	41	19	0	0	8	7	9	0	7	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	41	19	0	0	8	7	9	0	7	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	41	19	0	0	8	7	9	0	7	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	15	xxxx	xxxxx	xxxx	xxxx	xxxxx	113	113	12	xxxx	xxxx	xxxxx
Potent Cap.:	1616	xxxx	xxxxx	xxxx	xxxx	xxxxx	889	781	1075	xxxx	xxxx	xxxxx
Move Cap.:	1616	xxxx	xxxxx	xxxx	xxxx	xxxxx	871	761	1075	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.01	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	950	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.9	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.9			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   41   19     0     0    8     7     9    0     7     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.9           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=16]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=91]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   41   19     0     0    8     7     9    0     7     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              75
Minor Approach Volume:            16
Minor Approach Volume Threshold: 910
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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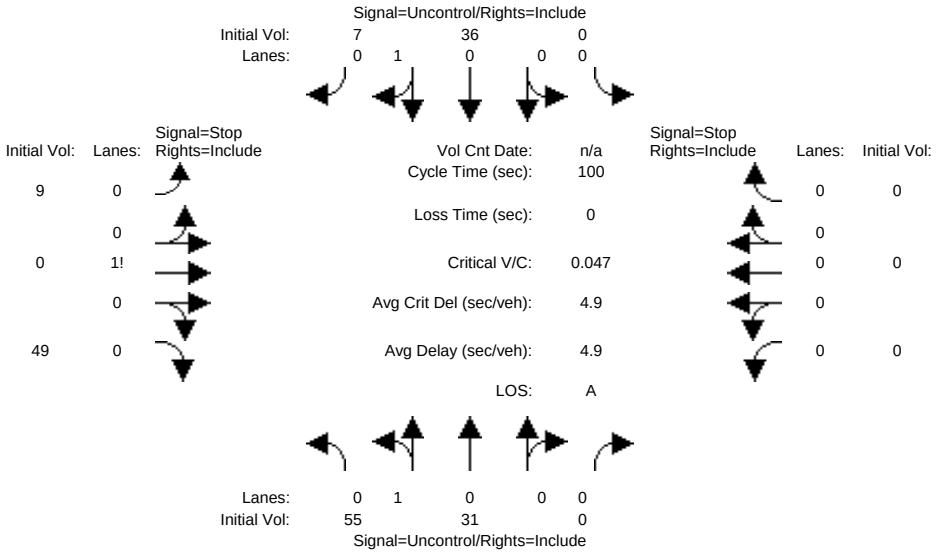
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background AM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	55	31	0	0	36	7	9	0	49	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	55	31	0	0	36	7	9	0	49	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	55	31	0	0	36	7	9	0	49	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	55	31	0	0	36	7	9	0	49	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	55	31	0	0	36	7	9	0	49	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	43	xxxx	xxxxx	xxxx	xxxx	xxxxx	181	181	40	xxxx	xxxx	xxxxx
Potent Cap.:	1579	xxxx	xxxxx	xxxx	xxxx	xxxxx	814	717	1038	xxxx	xxxx	xxxxx
Move Cap.:	1579	xxxx	xxxxx	xxxx	xxxx	xxxxx	791	691	1038	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.05	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.4	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	990	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.4	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.9	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.9			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   55   31     0     0   36     7     9    0    49     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.9           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=58]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=187]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   55   31     0     0   36     7     9    0    49     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              129
Minor Approach Volume:            58
Minor Approach Volume Threshold: 766
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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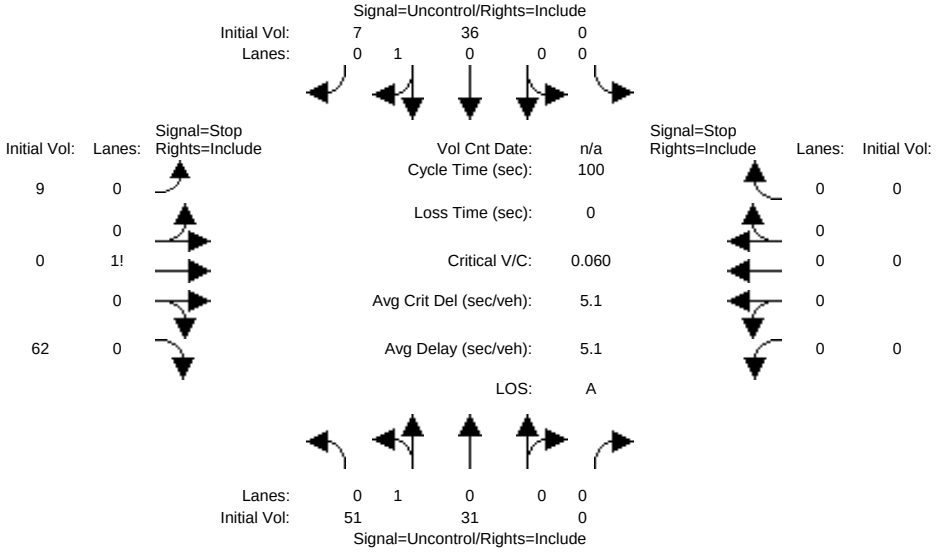
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background + Project AM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	51	31	0	0	36	7	9	0	62	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	51	31	0	0	36	7	9	0	62	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	51	31	0	0	36	7	9	0	62	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	51	31	0	0	36	7	9	0	62	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	51	31	0	0	36	7	9	0	62	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	43	xxxx	xxxxx	xxxx	xxxx	xxxxx	173	173	40	xxxx	xxxx	xxxxx
Potent Cap.:	1579	xxxx	xxxxx	xxxx	xxxx	xxxxx	822	724	1038	xxxx	xxxx	xxxxx
Move Cap.:	1579	xxxx	xxxxx	xxxx	xxxx	xxxxx	801	700	1038	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.06	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.4	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1000	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.4	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.9	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.9			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   51   31     0     0   36     7     9    0    62     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.9           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=71]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=196]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   51   31     0     0   36     7     9    0    62     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              125
Minor Approach Volume:            71
Minor Approach Volume Threshold: 774
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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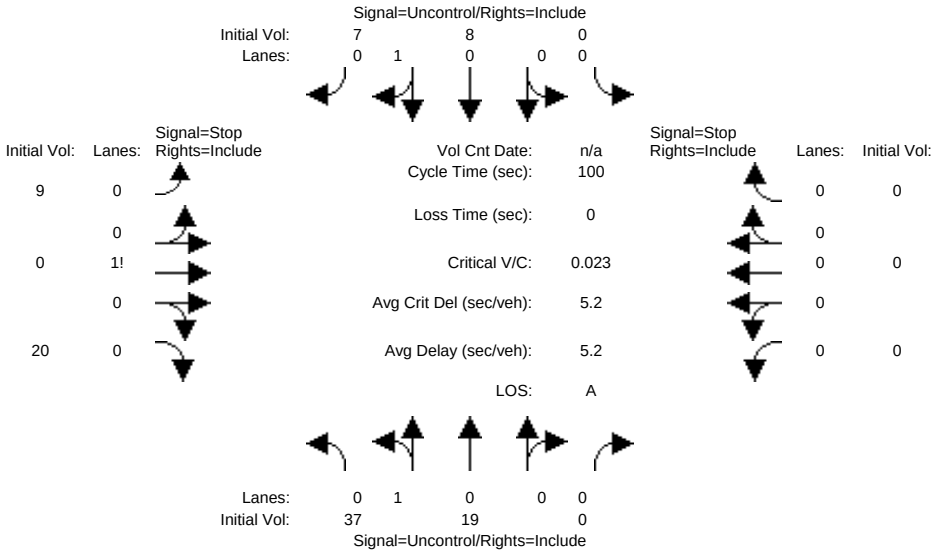
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing+Project AM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	37	19	0	0	8	7	9	0	20	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	37	19	0	0	8	7	9	0	20	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	37	19	0	0	8	7	9	0	20	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	37	19	0	0	8	7	9	0	20	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	37	19	0	0	8	7	9	0	20	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	15	xxxx	xxxxx	xxxx	xxxx	xxxxx	105	105	12	xxxx	xxxx	xxxxx
Potent Cap.:	1616	xxxx	xxxxx	xxxx	xxxx	xxxxx	898	789	1075	xxxx	xxxx	xxxxx
Move Cap.:	1616	xxxx	xxxxx	xxxx	xxxx	xxxxx	882	771	1075	xxxx	xxxx	xxxxx
Volume/Cap:	0.02	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.02	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1007	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.7	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.7			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   37   19     0     0    8     7     9    0    20     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.7           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=29]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=100]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   37   19     0     0    8     7     9    0    20     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              71
Minor Approach Volume:            29
Minor Approach Volume Threshold: 925
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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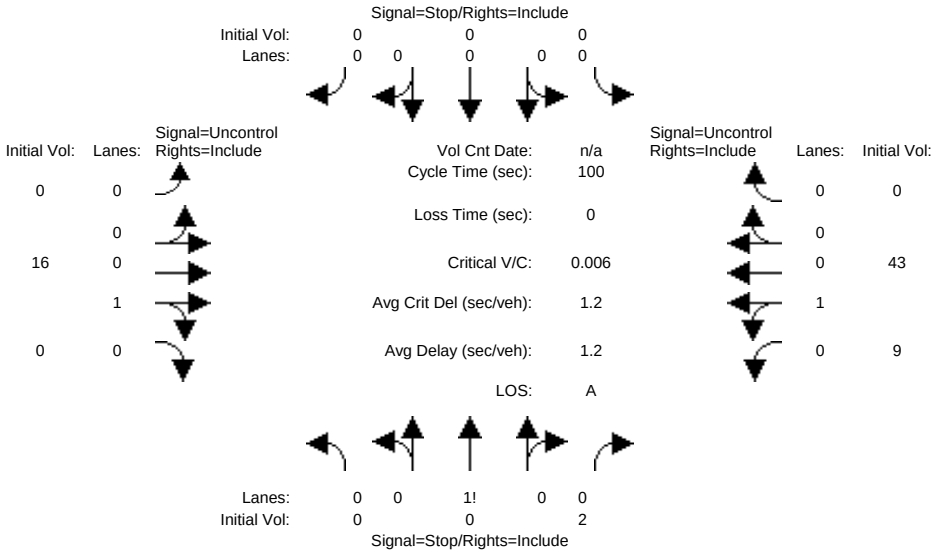
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing AM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	2	0	0	0	0	16	0	9	43	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	2	0	0	0	0	16	0	9	43	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	2	0	0	0	0	16	0	9	43	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	2	0	0	0	0	16	0	9	43	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	2	0	0	0	0	16	0	9	43	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	16	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	16	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1069	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1615	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1069	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1615	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.00	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.4	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.2	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.2	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:		8.4			xxxxxx			xxxxxx			xxxxxx	
ApproachLOS:		A			*			*			*	

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     2     0    0     0     0   16     0     9   43     0
ApproachDel:       8.4           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=2]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=70]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     2     0    0     0     0   16     0     9   43     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             68
Minor Approach Volume:           2
Minor Approach Volume Threshold: 936
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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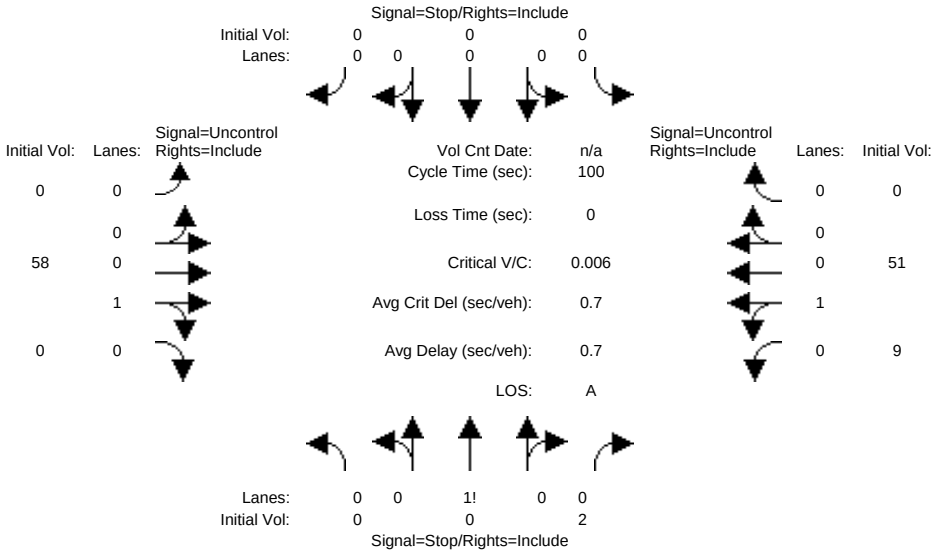
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background AM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	2	0	0	0	0	58	0	9	51	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	2	0	0	0	0	58	0	9	51	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	2	0	0	0	0	58	0	9	51	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	2	0	0	0	0	58	0	9	51	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	2	0	0	0	0	58	0	9	51	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	58	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	58	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1014	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1559	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1014	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1559	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.00	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.6	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.6			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     2     0    0     0     0   58     0     9   51     0
ApproachDel:       8.6           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=2]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=120]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound      East Bound      West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     2     0    0     0     0   58     0     9   51     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             118
Minor Approach Volume:           2
Minor Approach Volume Threshold: 789
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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jurisdiction.  Consideration of the other signal warrants, which is beyond
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```


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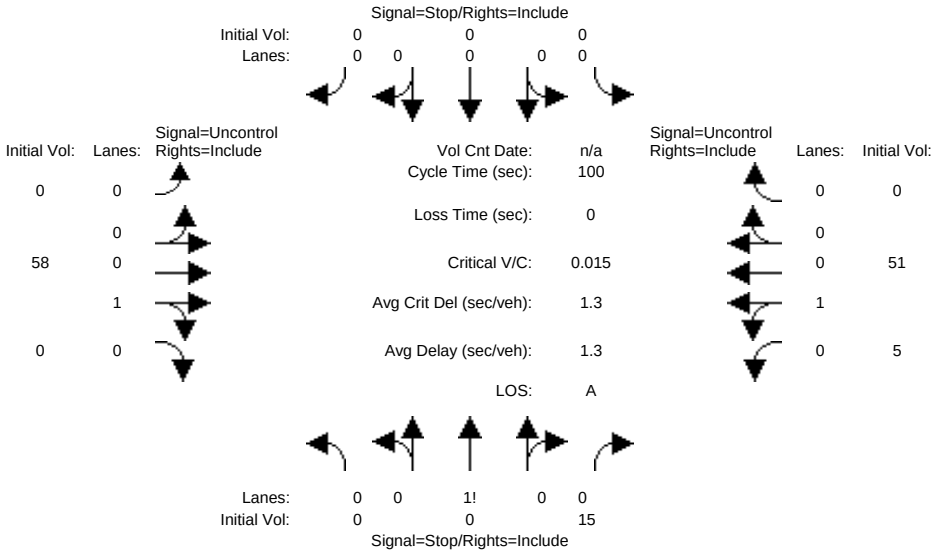
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background + Project AM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	15	0	0	0	0	58	0	5	51	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	15	0	0	0	0	58	0	5	51	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	15	0	0	0	0	58	0	5	51	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	15	0	0	0	0	58	0	5	51	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	15	0	0	0	0	58	0	5	51	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	58	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	58	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1014	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1559	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1014	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1559	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.00	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.6	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.6			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0    15     0    0     0     0   58     0     5   51     0
ApproachDel:       8.6           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=15]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=129]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0    15     0    0     0     0   58     0     5   51     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             114
Minor Approach Volume:           15
Minor Approach Volume Threshold: 799
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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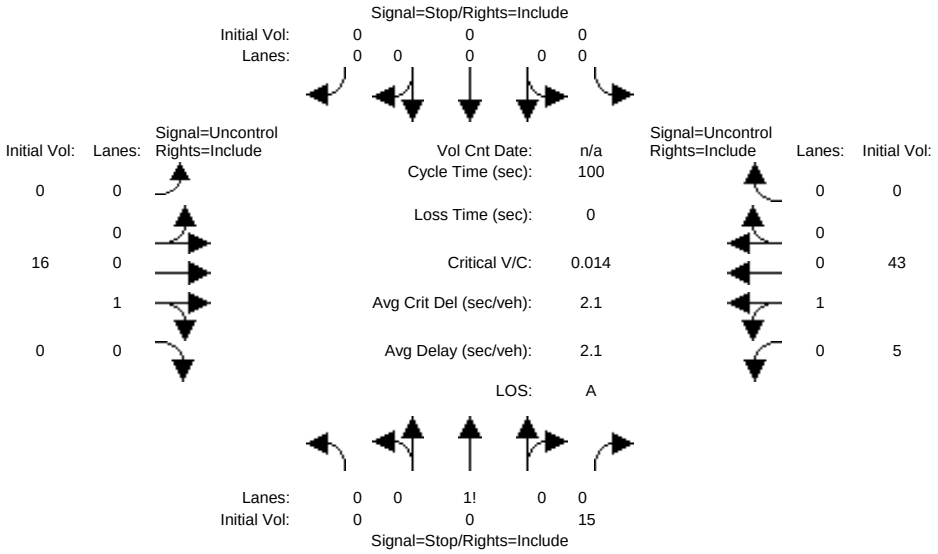
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing+Project AM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	15	0	0	0	0	16	0	5	43	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	15	0	0	0	0	16	0	5	43	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	15	0	0	0	0	16	0	5	43	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	15	0	0	0	0	16	0	5	43	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	15	0	0	0	0	16	0	5	43	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	16	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	16	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1069	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1615	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1069	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1615	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.00	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.4	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.2	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.2	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.4			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0    15     0    0     0     0   16     0     5   43     0
ApproachDel:       8.4           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=15]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=79]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0    15     0    0     0     0   16     0     5   43     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              64
Minor Approach Volume:            15
Minor Approach Volume Threshold: 953
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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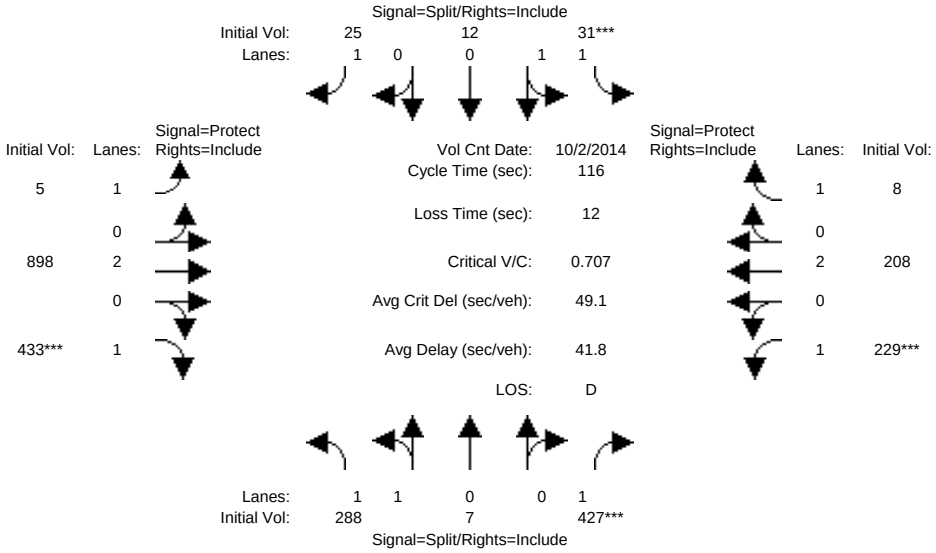
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing PM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 4:50-5:50												
Base Vol:	288	7	427	31	12	25	5	898	433	229	208	8
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	288	7	427	31	12	25	5	898	433	229	208	8
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	288	7	427	31	12	25	5	898	433	229	208	8
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	288	7	427	31	12	25	5	898	433	229	208	8
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	288	7	427	31	12	25	5	898	433	229	208	8
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	288	7	427	31	12	25	5	898	433	229	208	8
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.96	0.04	1.00	1.47	0.53	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3423	83	1750	2580	999	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.08	0.08	0.24	0.01	0.01	0.01	0.00	0.24	0.25	0.13	0.05	0.00
Crit Moves:			****	****					****	****		
Green/Cycle:	0.32	0.32	0.32	0.09	0.09	0.09	0.20	0.32	0.32	0.17	0.29	0.29
Volume/Cap:	0.26	0.26	0.77	0.14	0.14	0.17	0.01	0.73	0.77	0.77	0.19	0.02
Delay/Veh:	30.1	30.1	45.5	50.0	50.0	51.5	37.0	38.8	45.1	63.1	31.3	29.4
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	30.1	30.1	45.5	50.0	50.0	51.5	37.0	38.8	45.1	63.1	31.3	29.4
LOS by Move:	C	C	D	D	D	D	D	D	D	E	C	C
HCM2kAvgQ:	4	4	16	1	1	1	0	15	16	10	3	0

Note: Queue reported is the number of cars per lane.

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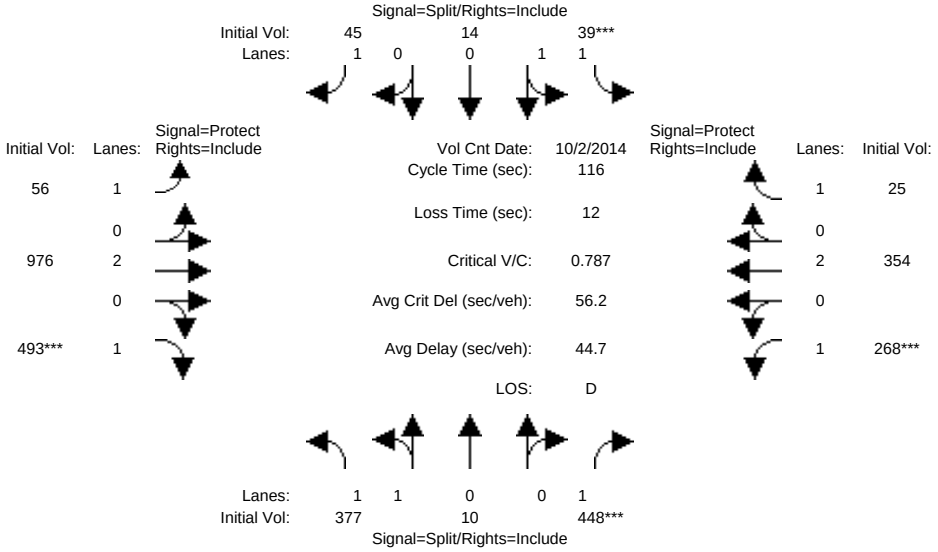
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background PM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 4:50-5:50												
Base Vol:	377	10	448	39	14	45	56	976	493	268	354	25
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	377	10	448	39	14	45	56	976	493	268	354	25
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	377	10	448	39	14	45	56	976	493	268	354	25
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	377	10	448	39	14	45	56	976	493	268	354	25
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	377	10	448	39	14	45	56	976	493	268	354	25
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	377	10	448	39	14	45	56	976	493	268	354	25
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.95	0.05	1.00	1.50	0.50	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3417	91	1750	2630	944	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.11	0.11	0.26	0.01	0.01	0.03	0.03	0.26	0.28	0.15	0.09	0.01
Crit Moves:			****	****					****	****		
Green/Cycle:	0.30	0.30	0.30	0.09	0.09	0.09	0.20	0.33	0.33	0.18	0.31	0.31
Volume/Cap:	0.37	0.37	0.85	0.17	0.17	0.30	0.16	0.78	0.85	0.85	0.30	0.05
Delay/Veh:	32.9	32.9	54.1	50.4	50.4	54.7	39.3	39.8	50.9	70.3	31.1	28.2
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	32.9	32.9	54.1	50.4	50.4	54.7	39.3	39.8	50.9	70.3	31.1	28.2
LOS by Move:	C	C	D	D	D	D	D	D	D	E	C	C
HCM2kAvgQ:	6	6	19	1	1	2	2	17	20	13	5	1

Note: Queue reported is the number of cars per lane.

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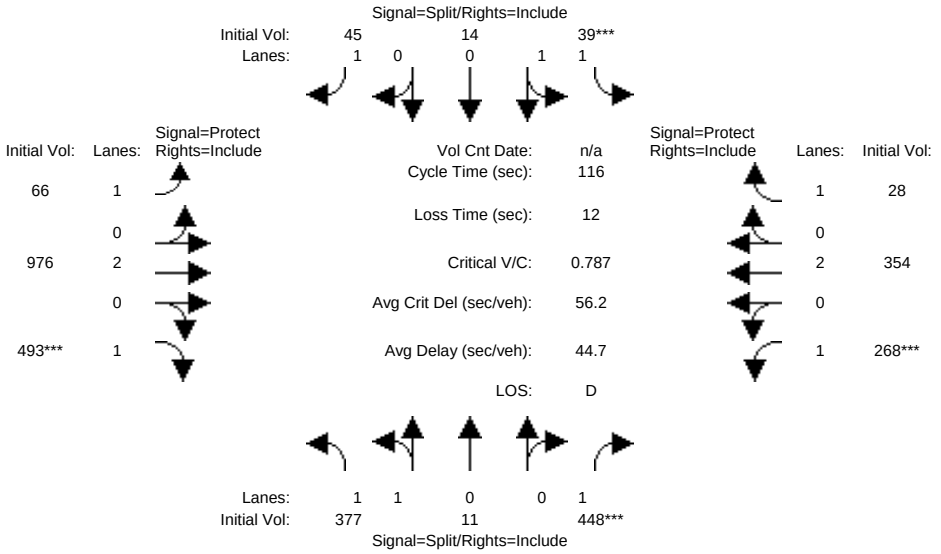
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Background + Project PM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L -	T -	R	L -	T -	R	L -	T -	R	L -	T -	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module:												
Base Vol:	377	11	448	39	14	45	66	976	493	268	354	28
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	377	11	448	39	14	45	66	976	493	268	354	28
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	377	11	448	39	14	45	66	976	493	268	354	28
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	377	11	448	39	14	45	66	976	493	268	354	28
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	377	11	448	39	14	45	66	976	493	268	354	28
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	377	11	448	39	14	45	66	976	493	268	354	28
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.95	0.05	1.00	1.50	0.50	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3408	99	1750	2630	944	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.11	0.11	0.26	0.01	0.01	0.03	0.04	0.26	0.28	0.15	0.09	0.02
Crit Moves:			****	****					****	****		
Green/Cycle:	0.30	0.30	0.30	0.09	0.09	0.09	0.20	0.33	0.33	0.18	0.31	0.31
Volume/Cap:	0.37	0.37	0.85	0.17	0.17	0.30	0.19	0.78	0.85	0.85	0.30	0.05
Delay/Veh:	32.9	32.9	54.1	50.4	50.4	54.7	39.7	39.8	50.9	70.3	31.1	28.3
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	32.9	32.9	54.1	50.4	50.4	54.7	39.7	39.8	50.9	70.3	31.1	28.3
LOS by Move:	C	C	D	D	D	D	D	D	D	E	C	C
HCM2kAvgQ:	6	6	19	1	1	2	2	17	20	13	5	1

Note: Queue reported is the number of cars per lane.

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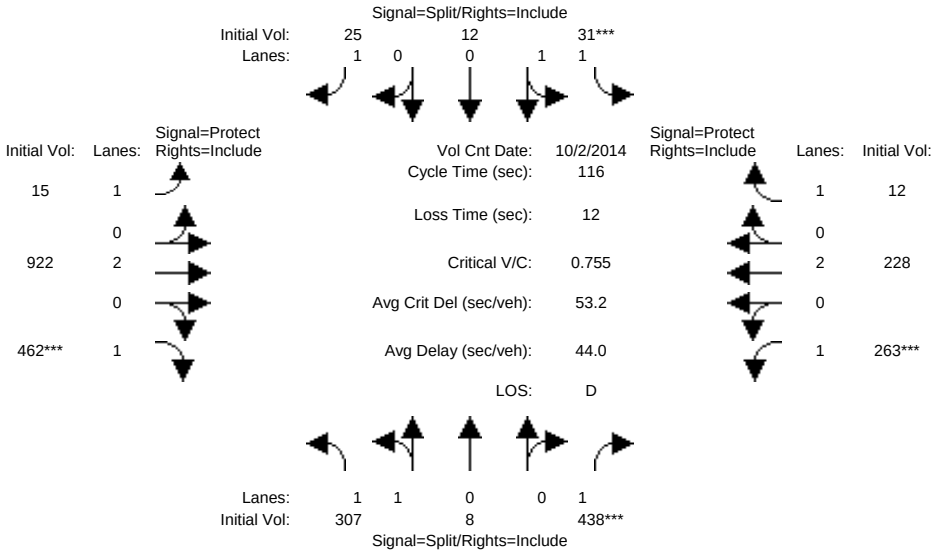
Level Of Service Computation Report
2000 HCM Operations (Future Volume Alternative)
Existing+Project PM

Intersection #1: LUNDY/TRADE ZONE



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Min. Green:	10	10	10	10	10	10	7	10	10	7	10	10
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Volume Module: >> Count Date: 2 Oct 2014 << 4:50-5:50												
Base Vol:	288	8	427	31	12	25	15	898	433	229	208	11
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	288	8	427	31	12	25	15	898	433	229	208	11
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	19	0	11	0	0	0	0	24	29	34	20	1
Initial Fut:	307	8	438	31	12	25	15	922	462	263	228	12
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	307	8	438	31	12	25	15	922	462	263	228	12
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	307	8	438	31	12	25	15	922	462	263	228	12
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	307	8	438	31	12	25	15	922	462	263	228	12
Saturation Flow Module:												
Sat/Lane:	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Adjustment:	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92	0.92	1.00	0.92
Lanes:	1.95	0.05	1.00	1.47	0.53	1.00	1.00	2.00	1.00	1.00	2.00	1.00
Final Sat.:	3418	89	1750	2580	999	1750	1750	3800	1750	1750	3800	1750
Capacity Analysis Module:												
Vol/Sat:	0.09	0.09	0.25	0.01	0.01	0.01	0.01	0.24	0.26	0.15	0.06	0.01
Crit Moves:			****	****					****	****		
Green/Cycle:	0.31	0.31	0.31	0.09	0.09	0.09	0.21	0.32	0.32	0.18	0.30	0.30
Volume/Cap:	0.29	0.29	0.82	0.14	0.14	0.17	0.04	0.75	0.82	0.82	0.20	0.02
Delay/Veh:	31.5	31.5	50.6	50.0	50.0	51.5	36.9	39.5	48.8	66.0	30.9	28.9
User DelAdj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AdjDel/Veh:	31.5	31.5	50.6	50.0	50.0	51.5	36.9	39.5	48.8	66.0	30.9	28.9
LOS by Move:	C	C	D	D	D	D	D	D	D	E	C	C
HCM2kAvgQ:	5	5	18	1	1	1	0	16	19	12	3	0

Note: Queue reported is the number of cars per lane.

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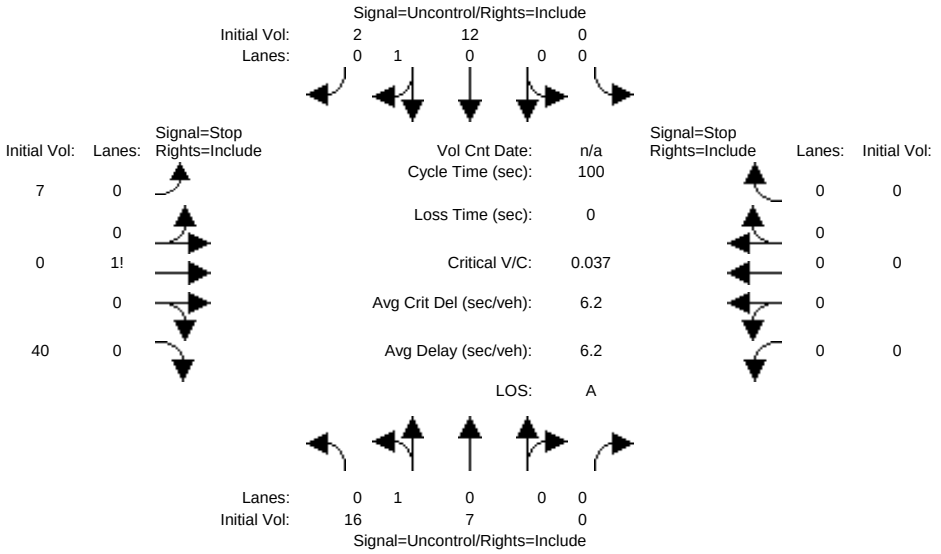
2001 Tarob Court

Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing PM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	16	7	0	0	12	2	7	0	40	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	16	7	0	0	12	2	7	0	40	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	16	7	0	0	12	2	7	0	40	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	16	7	0	0	12	2	7	0	40	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	16	7	0	0	12	2	7	0	40	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	14	xxxx	xxxxx	xxxx	xxxx	xxxxx	52	52	13	xxxx	xxxx	xxxxx
Potent Cap.:	1617	xxxx	xxxxx	xxxx	xxxx	xxxxx	962	843	1073	xxxx	xxxx	xxxxx
Move Cap.:	1617	xxxx	xxxxx	xxxx	xxxx	xxxxx	954	835	1073	xxxx	xxxx	xxxxx
Volume/Cap:	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.04	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.0	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1054	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.0	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.6	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.6			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   16    7     0     0   12     2     7    0    40     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.6           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=47]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=84]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   16    7     0     0   12     2     7    0    40     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              37
Minor Approach Volume:            47
Minor Approach Volume Threshold: 1099
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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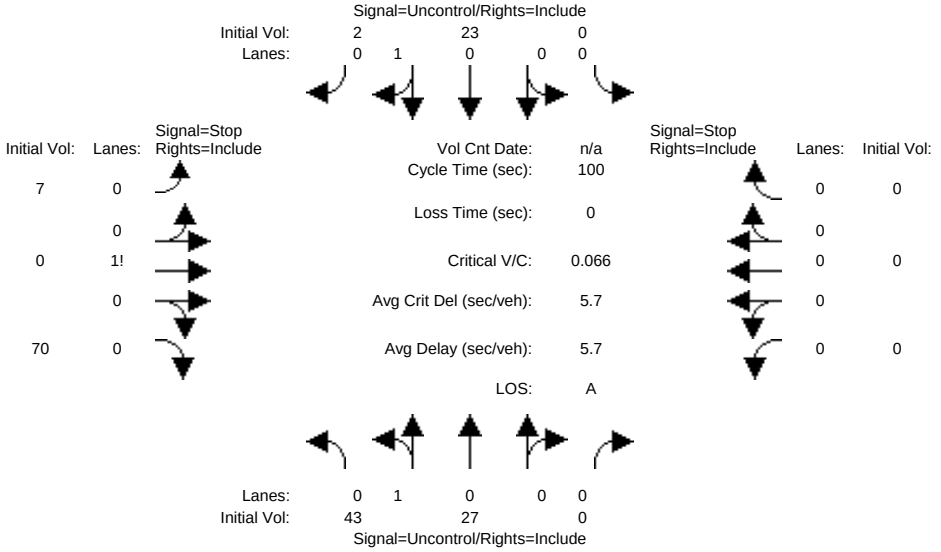
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background PM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	43	27	0	0	23	2	7	0	70	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	43	27	0	0	23	2	7	0	70	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	43	27	0	0	23	2	7	0	70	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	43	27	0	0	23	2	7	0	70	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	43	27	0	0	23	2	7	0	70	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	25	xxxx	xxxxx	xxxx	xxxx	xxxxx	137	137	24	xxxx	xxxx	xxxxx
Potent Cap.:	1603	xxxx	xxxxx	xxxx	xxxx	xxxxx	861	758	1058	xxxx	xxxx	xxxxx
Move Cap.:	1603	xxxx	xxxxx	xxxx	xxxx	xxxxx	843	737	1058	xxxx	xxxx	xxxxx
Volume/Cap:	0.03	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.07	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT	LT -	LTR -	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1034	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.8	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.8			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   43   27     0     0   23     2     7    0    70     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.8           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=77]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=172]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   43   27     0     0   23     2     7    0    70     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             95
Minor Approach Volume:           77
Minor Approach Volume Threshold: 847
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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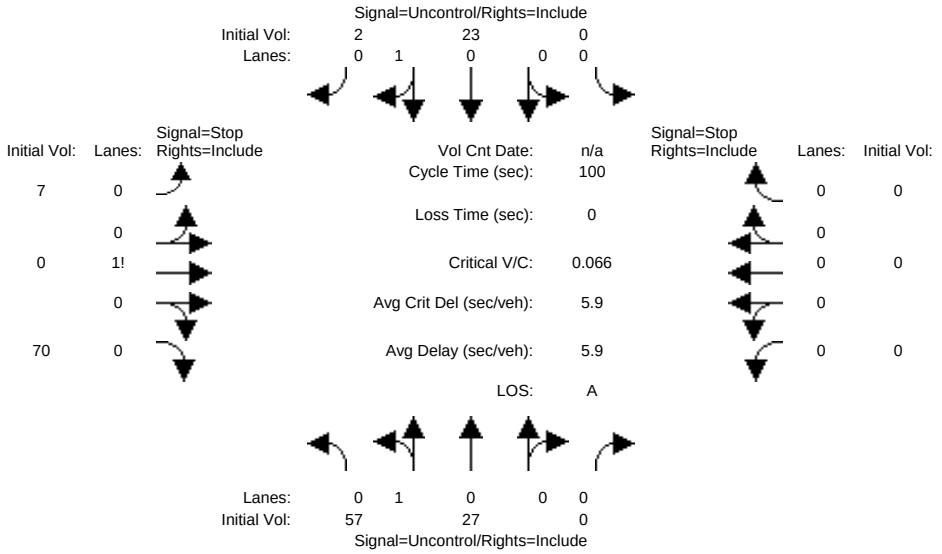
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background + Project PM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	57	27	0	0	23	2	7	0	70	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	57	27	0	0	23	2	7	0	70	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	57	27	0	0	23	2	7	0	70	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	57	27	0	0	23	2	7	0	70	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	57	27	0	0	23	2	7	0	70	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	25	xxxx	xxxxx	xxxx	xxxx	xxxxx	165	165	24	xxxx	xxxx	xxxxx
Potent Cap.:	1603	xxxx	xxxxx	xxxx	xxxx	xxxxx	830	731	1058	xxxx	xxxx	xxxxx
Move Cap.:	1603	xxxx	xxxxx	xxxx	xxxx	xxxxx	807	704	1058	xxxx	xxxx	xxxxx
Volume/Cap:	0.04	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.07	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1029	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.2	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.8	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.8			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   57   27     0     0   23     2     7    0    70     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.8           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.2]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=77]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=186]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   57   27     0     0   23     2     7    0    70     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              109
Minor Approach Volume:            77
Minor Approach Volume Threshold: 811
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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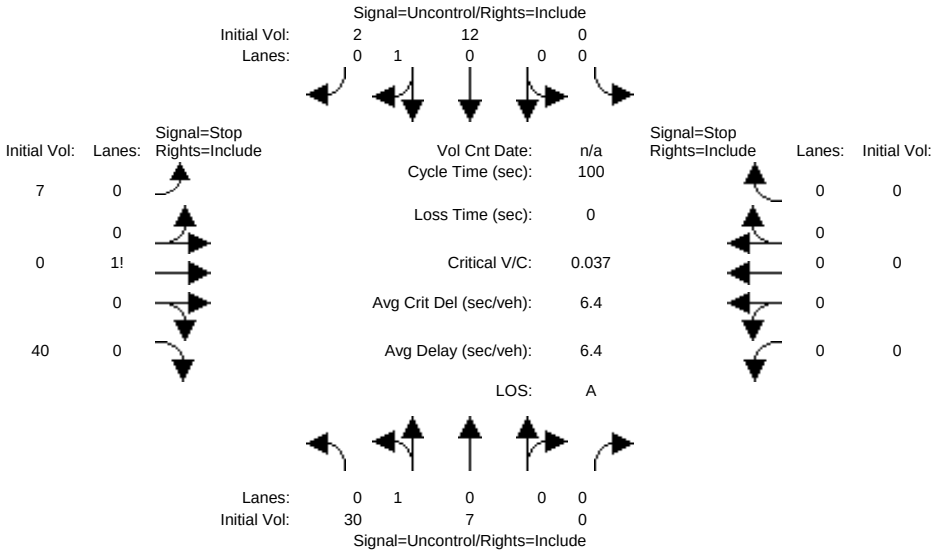
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing+Project PM

Intersection #2: LUNDY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	30	7	0	0	12	2	7	0	40	0	0	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	30	7	0	0	12	2	7	0	40	0	0	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	30	7	0	0	12	2	7	0	40	0	0	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	30	7	0	0	12	2	7	0	40	0	0	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	30	7	0	0	12	2	7	0	40	0	0	0
Critical Gap Module:												
Critical Gp:	4.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	6.4	6.5	6.2	xxxxx	xxxx	xxxxx
FollowUpTim:	2.2	xxxx	xxxxx	xxxxx	xxxx	xxxxx	3.5	4.0	3.3	xxxxx	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	14	xxxx	xxxxx	xxxx	xxxx	xxxxx	80	80	13	xxxx	xxxx	xxxxx
Potent Cap.:	1617	xxxx	xxxxx	xxxx	xxxx	xxxxx	927	814	1073	xxxx	xxxx	xxxxx
Move Cap.:	1617	xxxx	xxxxx	xxxx	xxxx	xxxxx	914	799	1073	xxxx	xxxx	xxxxx
Volume/Cap:	0.02	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	0.00	0.04	xxxx	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	0.1	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
Control Del:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx
LOS by Move:	A	*	*	*	*	*	*	*	*	*	*	*
Movement:	LT - LTR - RT			LT - LTR - RT			LT - LTR - RT			LT - LTR - RT		
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	1046	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	0.1	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	0.1	xxxxx	xxxxx	xxxx	xxxxx
Shrd ConDel:	7.3	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	8.6	xxxxx	xxxxx	xxxx	xxxxx
Shared LOS:	A	*	*	*	*	*	*	A	*	*	*	*
ApproachDel:	xxxxxx			xxxxxx			8.6			xxxxxx		
ApproachLOS:	*			*			A			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #2 LUNDY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   30    7     0     0   12     2     7    0    40     0    0     0
ApproachDel:    xxxxxx           xxxxxx              8.6           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[eastbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.1]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=47]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=98]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #2 LUNDY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:       Uncontrolled     Uncontrolled      Stop Sign        Stop Sign
Lanes:        0  1  0  0  0    0  0  0  1  0    0  0  1! 0  0    0  0  0  0  0
Initial Vol:   30    7     0     0   12     2     7    0    40     0    0     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              51
Minor Approach Volume:            47
Minor Approach Volume Threshold: 1013
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

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a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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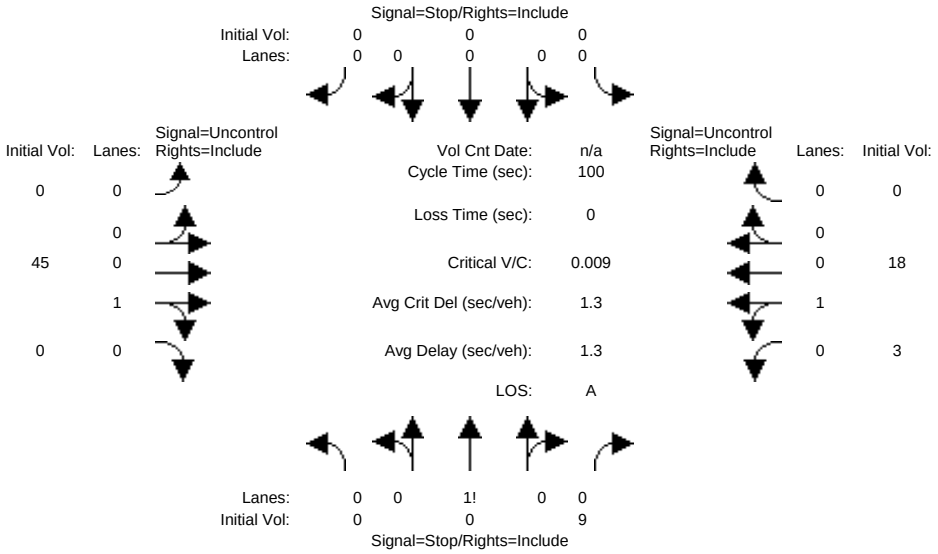
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing PM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	9	0	0	0	0	45	0	3	18	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	9	0	0	0	0	45	0	3	18	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	9	0	0	0	0	45	0	3	18	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	9	0	0	0	0	45	0	3	18	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	9	0	0	0	0	45	0	3	18	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	45	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	45	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1031	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1576	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1031	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1576	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.00	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.5	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.5			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound      East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   45     0     3   18     0
ApproachDel:       8.5           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=9]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=75]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound      East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   45     0     3   18     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:              66
Minor Approach Volume:            9
Minor Approach Volume Threshold: 944
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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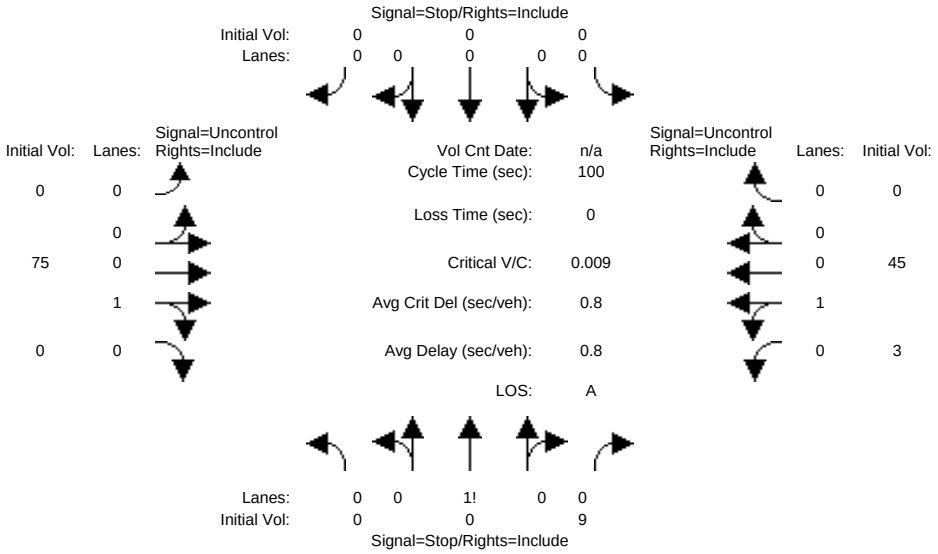
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background PM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	9	0	0	0	0	75	0	3	45	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	9	0	0	0	0	75	0	3	45	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	9	0	0	0	0	75	0	3	45	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	9	0	0	0	0	75	0	3	45	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	9	0	0	0	0	75	0	3	45	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	75	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	75	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	992	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1537	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	992	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1537	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.00	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.7	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.7			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   75     0     3   45     0
ApproachDel:       8.7           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=9]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=132]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   75     0     3   45     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             123
Minor Approach Volume:           9
Minor Approach Volume Threshold: 778
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
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jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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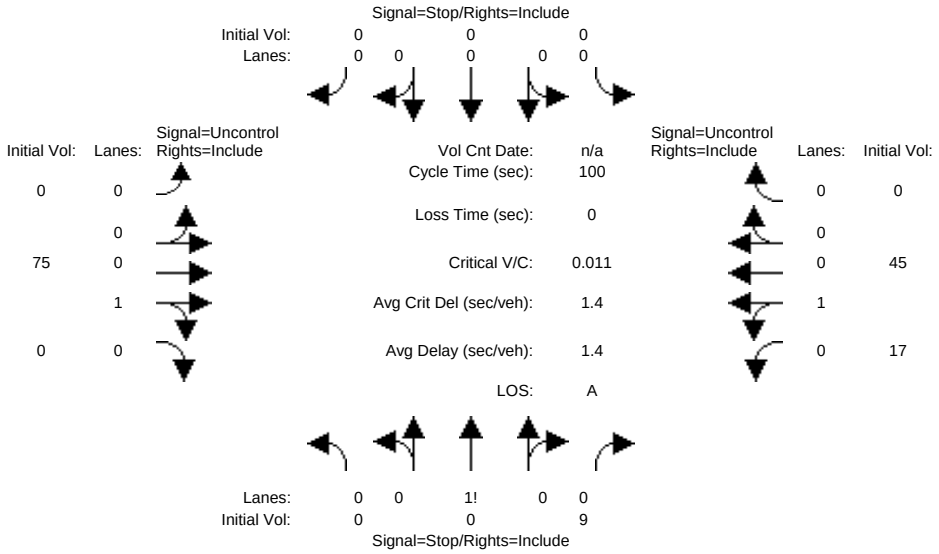
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Background + Project PM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	9	0	0	0	0	75	0	17	45	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	9	0	0	0	0	75	0	17	45	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	9	0	0	0	0	75	0	17	45	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	9	0	0	0	0	75	0	17	45	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	9	0	0	0	0	75	0	17	45	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	75	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	75	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	992	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1537	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	992	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1537	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.7	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.4	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.4	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.7			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   75     0    17   45     0
ApproachDel:       8.7           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=9]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=146]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   75     0    17   45     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             137
Minor Approach Volume:           9
Minor Approach Volume Threshold: 750
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
```


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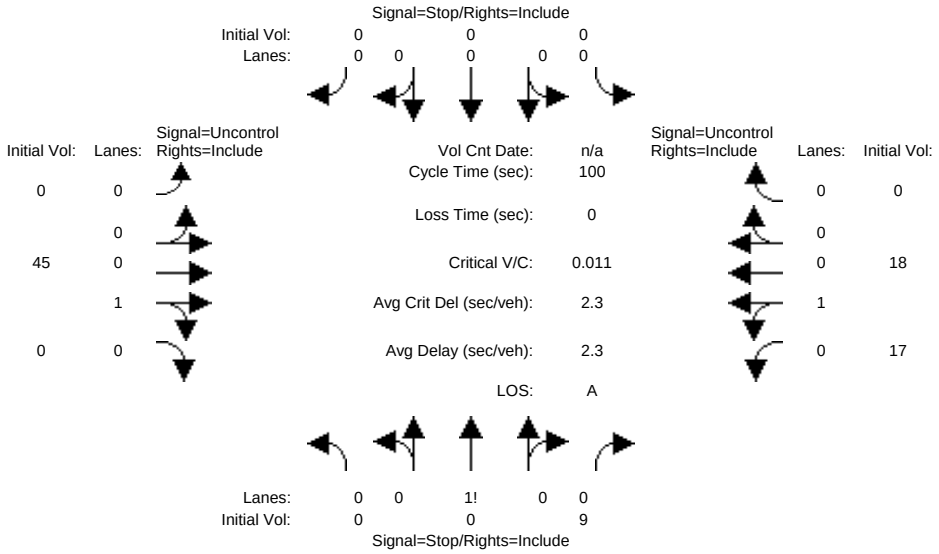
Level Of Service Computation Report
2000 HCM Unsignalized (Future Volume Alternative)
Existing+Project PM

Intersection #3: PROJECT DRWY/TAROB CT



Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Volume Module:												
Base Vol:	0	0	9	0	0	0	0	45	0	17	18	0
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	0	0	9	0	0	0	0	45	0	17	18	0
Added Vol:	0	0	0	0	0	0	0	0	0	0	0	0
PasserByVol:	0	0	0	0	0	0	0	0	0	0	0	0
Initial Fut:	0	0	9	0	0	0	0	45	0	17	18	0
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	0	0	9	0	0	0	0	45	0	17	18	0
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
FinalVolume:	0	0	9	0	0	0	0	45	0	17	18	0
Critical Gap Module:												
Critical Gp:	xxxxx	xxxx	6.2	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	4.1	xxxx	xxxxx
FollowUpTim:	xxxxx	xxxx	3.3	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	2.2	xxxx	xxxxx
Capacity Module:												
Cnflict Vol:	xxxx	xxxx	45	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	45	xxxx	xxxxx
Potent Cap.:	xxxx	xxxx	1031	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1576	xxxx	xxxxx
Move Cap.:	xxxx	xxxx	1031	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	1576	xxxx	xxxxx
Volume/Cap:	xxxx	xxxx	0.01	xxxx	xxxx	xxxx	xxxx	xxxx	xxxx	0.01	xxxx	xxxx
Level Of Service Module:												
2Way95thQ:	xxxx	xxxx	0.0	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Control Del:	xxxxx	xxxx	8.5	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
LOS by Move:	*	*	A	*	*	*	*	*	*	A	*	*
Movement:	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT	LT	LTR	RT
Shared Cap.:	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx	xxxx	xxxx	xxxxx
SharedQueue:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	0.0	xxxx	xxxxx
Shrd ConDel:	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	xxxxx	xxxx	xxxxx	7.3	xxxx	xxxxx
Shared LOS:	*	*	*	*	*	*	*	*	*	A	*	*
ApproachDel:	8.5			xxxxxx			xxxxxx			xxxxxx		
ApproachLOS:	A			*			*			*		

Note: Queue reported is the number of cars per lane.

Peak Hour Delay Signal Warrant Report

****

Intersection #3 PROJECT DRWY/TAROB CT

****

Future Volume Alternative: Peak Hour Warrant NOT Met

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```
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   45     0    17   18     0
ApproachDel:       8.5           xxxxxx           xxxxxx           xxxxxx
------------|---------------||---------------||---------------||---------------|
Approach[northbound][lanes=1][control=Stop Sign]
Signal Warrant Rule #1: [vehicle-hours=0.0]
   FAIL - Vehicle-hours less than 4 for one lane approach.
Signal Warrant Rule #2: [approach volume=9]
   FAIL - Approach volume less than 100 for one lane approach.
Signal Warrant Rule #3: [approach count=3][total volume=89]
   FAIL - Total volume less than 650 for intersection
          with less than four approaches.
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
                Peak Hour Volume Signal Warrant Report [Urban]
********************************************************************************
Intersection #3 PROJECT DRWY/TAROB CT
********************************************************************************
Future Volume Alternative: Peak Hour Warrant NOT Met
------------|---------------||---------------||---------------||---------------|
Approach:      North Bound      South Bound       East Bound       West Bound
Movement:     L  -  T  -  R    L  -  T  -  R    L  -  T  -  R    L  -  T  -  R
------------|---------------||---------------||---------------||---------------|
Control:        Stop Sign        Stop Sign       Uncontrolled     Uncontrolled
Lanes:        0  0  0  0  1    0  0  0  0  0    0  0  1  0  0    0  1  0  0  0
Initial Vol:    0    0     9     0    0     0     0   45     0    17   18     0
------------|---------------||---------------||---------------||---------------|
Major Street Volume:             80
Minor Approach Volume:           9
Minor Approach Volume Threshold: 893
--------------------------------------------------------------------------------
SIGNAL WARRANT DISCLAIMER
This peak hour signal warrant analysis should be considered solely as an
"indicator" of the likelihood of an unsignalized intersection warranting
a traffic signal in the future.  Intersections that exceed this warrant
are probably more likely to meet one or more of the other volume based
signal warrant (such as the 4-hour or 8-hour warrants).

The peak hour warrant analysis in this report is not intended to replace
a rigorous and complete traffic signal warrant analysis by the responsible
jurisdiction.  Consideration of the other signal warrants, which is beyond
the scope of this software, may yield different results.
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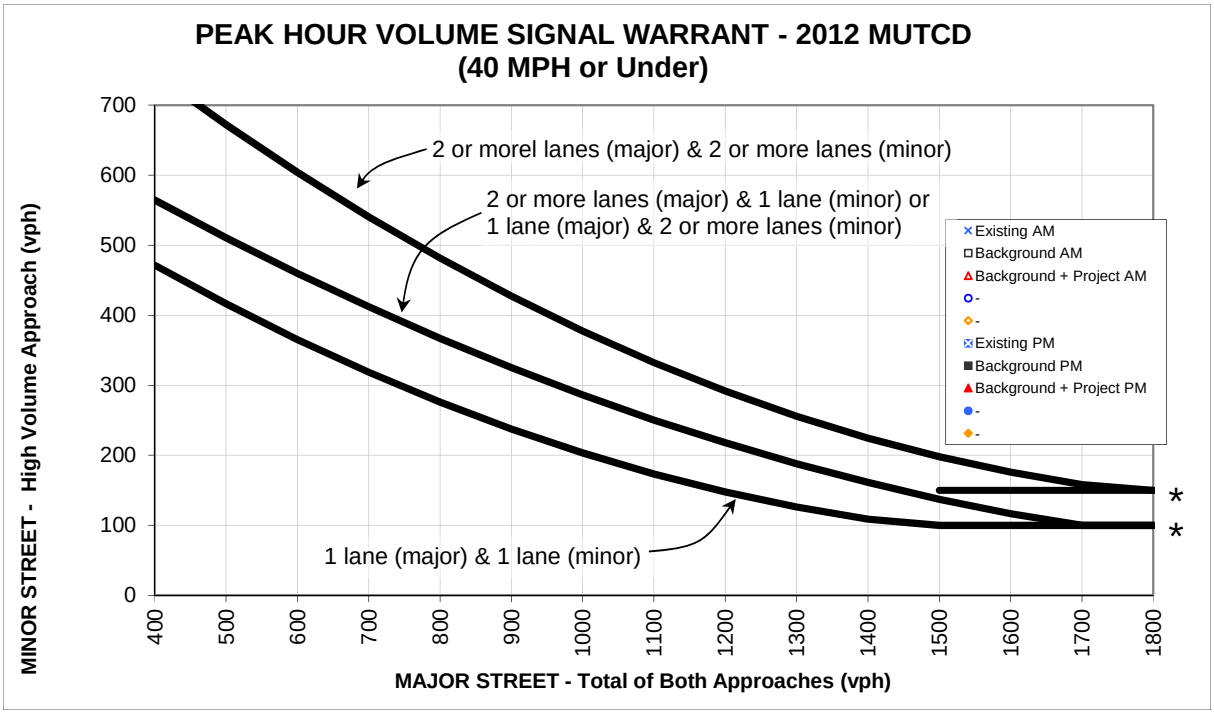
Traffic Signal Warrant

Lundy Avenue and Tarob Court



* NOTE: 150 vph applies as the lower threshold volume for a minor street approach with 2 or more lanes and 100 vph applies as the lower threshold volume for a minor street approach with 1 lane.

Peak Hour Volume Warrant Per 2012 MUTCD- 40 MPH or Under

		Approach Lanes: One	Approach Lanes: 2 or More	AM Peak Hour Volumes: Existing AM	Background AM	Background + Project AM	,	,
Major Street - Both Approaches	Lundy Avenue	x		75	129	125		
Minor Street - Highest Approach	Tarob Court	x		16	58	71		
	Warrant Met?			N	N	N		

		Approach Lanes: One	Approach Lanes: 2 or More	PM Peak Hour Volumes: Existing PM	Background PM	Background + Project PM	,	,
Major Street - Both Approaches	Lundy Avenue	x		37	95	109		
Minor Street - Highest Approach	Tarob Court	x		47	77	77		
	Warrant Met?			N	N	N		

MILPITAS PLANNING COMMISSION
STAFF REPORT
July 31, 2019

APPLICATION: **TRUE LIFE CONDOMINIUMS – 2001 TAROB COURT – P-SD18-0014, P-UP19-0009, P-MT18-0004, P-EA19-0002.** An application for a Site Development Permit, Conditional Use Permit, and Vesting Tentative Map to allow a forty-unit residential condominium building (True Life Condos), up to 49 feet in height (four stories), with parking for up to 74 vehicles, on a 1.22-gross acre site located in the Multi-Family High Density Residential (R3) Zoning District at 2001 Tarob Court. The project is located within the Transit Area Specific Plan area.

RECOMMENDATION: **Staff recommends that the Planning Commission open and close the public hearing, consider the Addendum to the Transit Area Specific Plan Environmental Impact Report (TASP-EIR) (SCH #2006032091) and various CEQA exemptions, as applicable, and adopt Resolution 19-022, recommending approval of the above applications to the Milpitas City Council, subject to the Conditions of Approval.**

PROJECT LOCATION:

Addresses and Assessor's Parcel Number (APN):	2001 Tarob Court (086-36-034)
Area of City:	Transit Area Specific Plan (TASP): Trade Zone/Montague Subdistrict

PEOPLE:

Project Applicant:	Leah Beniston, Vice President of Entitlements *The True Life Companies*, San Ramon, CA
Consultant(s):	Architect: *SDG Architects*, Brentwood, CA Civil Engineer: *Wood Rogers Engineering*, Pleasanton, CA Landscape Architect: *R3 Studios*, Oakland, CA
Property/Business Owner:	Karl Cortese, San Jose, CA 95148
Project Planner:	Lillian Hua, Associate Planner

LAND USE:

General Plan Designation:	High-Density Transit Oriented Residential (HD-TOR)
Specific Plan Designation:	High-Density Transit Oriented Residential (HD-TOR)
Zoning District:	Multiple-Family High Density with Transit Oriented Development Overlay (R3-TOD)

ENVIRONMENTAL: Addendum to Transit Area Specific Plan (TASP) Final Environmental Impact Report (FEIR), May 2008 (SCH #2006032091). As a separate and independent basis, exempt pursuant to CEQA Guidelines Section 15168 (Program EIR), Section 15182 (Residential Projects Pursuant to a Specific Plan), and Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning)

EXECUTIVE SUMMARY

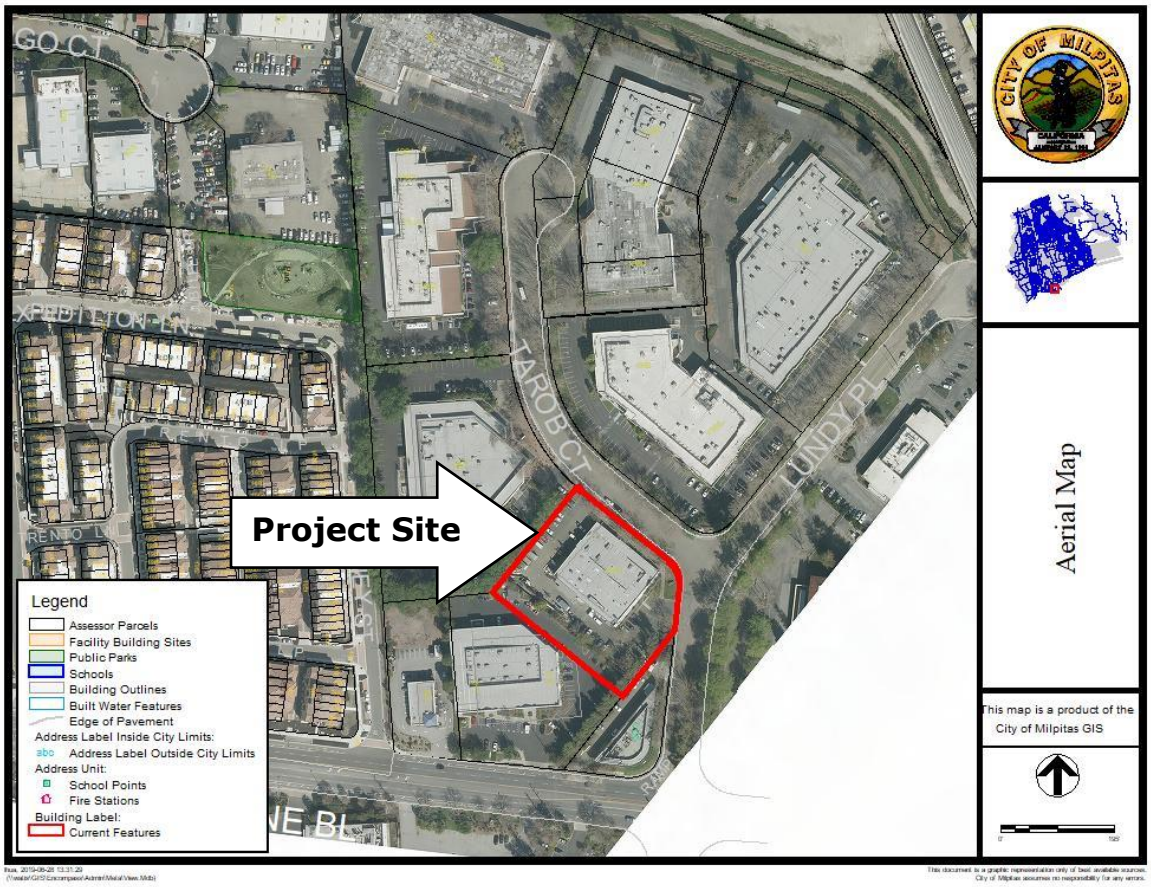
The application includes four entitlement requests to allow the future development of a multi-family residential building with up to 40 condominium units, as follows:

1. Site Development Permit SD18-0014: To allow the development of a four-story building with up to 40 residential units on the 1.22-acre site; and
2. Conditional Use Permit UP19-0009: To allow the condominium use; and
3. Vesting Tentative Map MT18-0004: To establish 40 residential condominium spaces and related common areas and to record site easements; and
4. Environmental Assessment EA19-0002: To review and assess all requested entitlements for consistency with the 2008 Transit Area Specific Plan EIR.

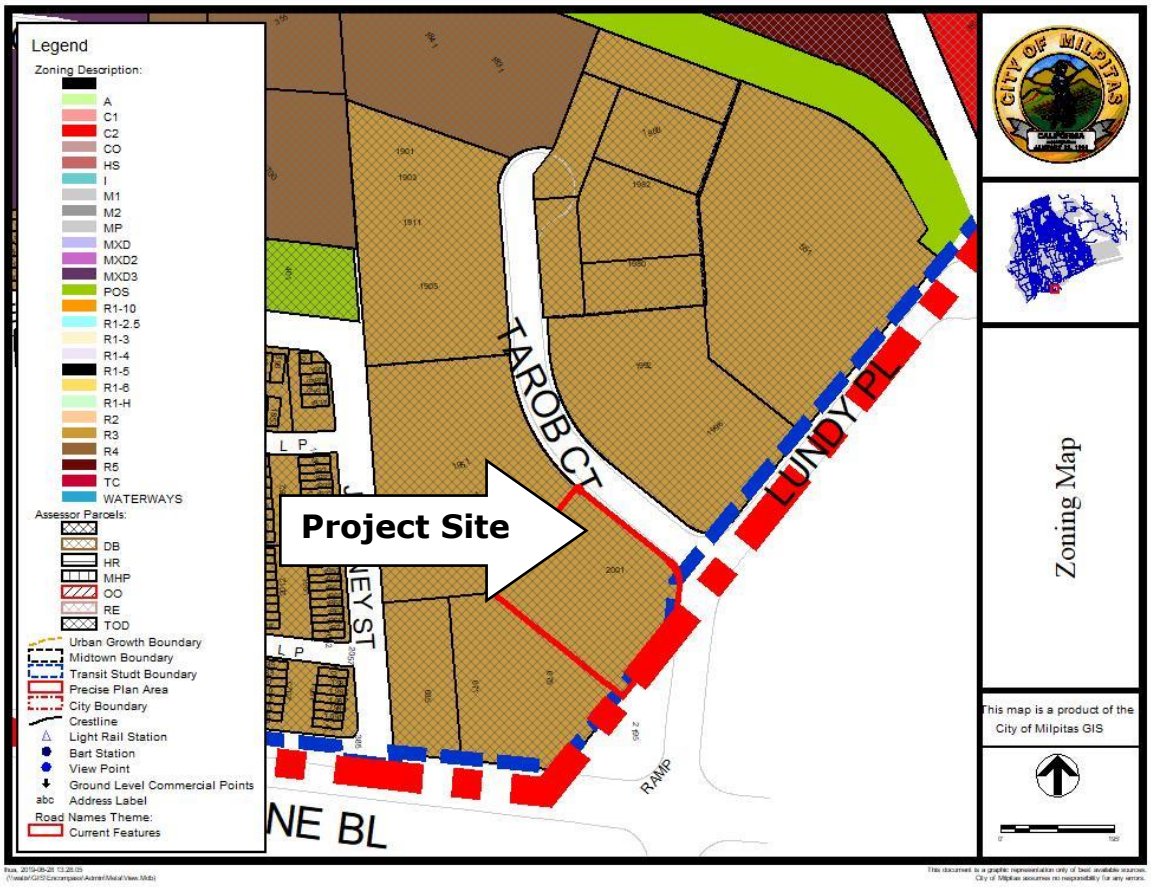
Staff reviewed the requests outlined above and found them to be in compliance with the policies, standards, and processes outlined in the City of Milpitas General Plan, Transit Area Specific Plan, Zoning Ordinance and Municipal Code. The balance of this report provides specific details regarding each of these requests.

Staff recommends that the Planning Commission open and close the public hearing, consider the Addendum to the TASP-EIR and various CEQA exemptions, and adopt Resolution No. 19-022, recommending approval of the above applications to the Milpitas City Council, subject to the conditions of approval included in at Exhibit 1 of the above-referenced resolution.

Map 1
Project Location



Map 2
Zoning Map



BACKGROUND

History

On June 3, 2008, the City Council adopted the Transit Area Specific Plan (TASP or Plan). The Plan encompasses 437 acres and envisions the development of 7,109 residential 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 development within the Plan area. Because of the unique physical characteristics of various portions of the TASP, the Plan also established seven sub-districts, each with specific goals and policies to accommodate those unique characteristics.

The project site is located within the Trade Zone/Montague Sub-District of the TASP. This 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. On 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 and trails along Penitencia Creek. The Capitol Avenue and Montague Expressway

portions of the sub-district are intended to be lined by mid-rise and high-rise mixed use buildings that buffer the adjacent residential uses from noise and traffic.

In late 2015, representatives of The True Life Companies (TTLC) submitted a development application for a 59-unit residential townhome project at 1980 Tarob Court. This project was subsequently heard by the Planning Commission on August 10, 2016, and approved by City Council on September 20, 2016. TTLC was also interested in purchasing the adjacent property at 1992 Tarob Court for a similar type of townhome development, contingent on their ability to receive approval to rezone the site from an industrial to residential land use.

On November 18, 2015, staff brought the inquiry before the Planning Commission as a study session item. The Commissioners discussed various potential land use scenarios and were generally in favor of the possibility of a future land use modification for the site. Staff recommended that, should the land use designation for 1992 Tarob Court be converted for residential use, the same action should also be taken for the remaining three industrial parcels of 551 Lundy Place, 2001 Tarob Court, and 675 Trade Zone Boulevard. Consistency among the four sites would reduce any future conflicts between residential and industrial uses in this area of Milpitas.

In December 2016, TTLC submitted an application for the above-referenced land use designation changes for these four parcels as well as subsequent and related site development applications to develop the 1992 Tarob Court site with 53 townhome-style condominium units. The Planning Commission unanimously voted to recommend that the City Council approve the above applications on August 9, 2017. On October 3, 2017, City Council adopted Resolution No. 8701, approving the General Plan Amendment and the Transit Area Specific Plan Amendment for the four parcels. Subsequently, on October 17, 2017, the City Council adopted Ordinance No. 38.830, to rezone all 8.7 acres from the Industrial Park Zoning District with Transit-Oriented Development Overlay (MP-TOD) to Multiple-Family High Density with Transit-Oriented Development Overlay (R3-TOD) at 551 Lundy Place, 1992 Tarob Court, 2001 Tarob Court and 675 Trade Zone Boulevard.

PROJECT DESCRIPTION

Overview

The project applicant is requesting approval of a Site Development Permit, Conditional Use Permit, and Vesting Tentative Map for the future development of a 40-unit residential condominium building, up to 49 feet in height (four stories), with on-site parking for up to 74 vehicles. The overall density of the proposed project will be 32.8 dwelling units/acre. The scope of work includes associated landscaping and open space, parking and circulation, and infrastructure improvements, as well as the demolition of an existing light industrial building.

Location and Context

The proposed project would be located on a 1.22-gross acre site on the west side of Tarob Court. The property is zoned Multi-Family High Density Residential (R3) with a Transit-Oriented Development (-TOD) overlay, and is within the Transit Area Specific Plan. The project site is currently occupied by an approximately 16,463-square foot light industrial/office building, and

this structure would be demolished to make way for the proposed new development. Table 1 below summarizes the project site's land use designation and surrounding uses:

Table 1: Surrounding Zoning and Land Uses

	General Plan	Zoning	Existing Uses
Subject Site	Multifamily High-Density Residential (MFH)	Multi-family High-Density Residential (R3)	Light Industrial
North	Multifamily High-Density Residential (MFH)	Multi-family High-Density Residential (R3)	Light Industrial
South	City of San Jose	City of San Jose	Light Industrial
East	Multi-family High-Density Residential (MFH)	Multi-family High-Density Residential (R3)	Future Multi-family Residential
West	Multi-family High-Density Residential (MFH)	Multi-family High-Density Residential (R3)	Light Industrial

Please see Maps 1 and 2 for additional details.

PROJECT ANALYSIS

General Plan and Zoning Conformance

General Plan Conformance

The General Plan designation for the project site is High Density Transit-Oriented Residential. This designation allows a residential density range to accommodate a variety of housing types, including row houses, triplexes, four-plexes, stacked townhouses, and walk-up garden apartments.

The project is in conformance with the applicable policies and standards in the City's General Plan, as outlined in Table 2:

Table 2: General Plan Consistency

Policy	Conformance
2.a-I-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.*	**Consistent.** The proposed project includes attractive four-story residential buildings in close proximity to the future Milpitas Transit Center, including the new BART Station. The project also includes significant streetscape improvements to encourage pedestrian and bicycle movement throughout the Trade Zone/Montague Sub-district. The proposed project will have connections to the BART and Light Rail transportation hubs.
2.a-I-32: *Require development in the Transit Area to conform to the adopted design guidelines and requirements contained in the Transit Area Plan.*	**Consistent.** The proposed project conforms with the adopted design requirements contained in the Transit Area Plan. The project meets the requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

Zoning Conformance

The project site is zoned Multiple-Family High Density Residential (R3) with a Transit-Oriented Development (-TOD) Overlay. This zoning district and overlay provide for land uses densities and intensities, and design standards to enhance and support new mixed-use pedestrian-friendly development near transit stations. These provisions allow 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 a desirable transition to the surrounding conventional areas. The proposed project meets all development standards of the Multiple-Family High Density Residential (R3) Zoning District. Adherence to other development standards, including density, is further discussed in the Transit Area Specific Plan section below.

Subdivision Ordinance

The project's form, content and dedications of the proposed tract map are consistent with the provisions in Title XI, Chapter 1, Section 4 of the City's Municipal Code, as set forth in the attached Resolution 19-022. Vesting Tentative Maps require approval of a Resolution by the Planning Commission recommending final approval by the City Council.

Transit Area Specific Plan

The land uses, street layout and street sections of the proposed project are consistent with the regulations for the Trade Zone/Montague Sub-district of the Transit Area Specific Plan as set forth in the attached Resolution 19-022. The Transit Area Specific Plan land use designation applicable

to the site (High Density, Transit- Oriented Residential – HD-TOR) allows residential densities of 21 to 40 dwelling units/acre. At 40 units, the proposed development falls in the middle of this range at 32.8 units/acre. The project is thus consistent with the Transit Area Specific Plan use and density requirements. As demonstrated in Table 3, the project complies with TASP development standards. The project also provides greenspace within the development and landscaping along the streets as prescribed by the TASP.

All projects in the TASP are required to pay a Transit Area Development Impact Fee (TADIF), which is currently set at $32,781 per residential unit. The total TADIF payment generated by the proposed 40-unit project would be $1,311,240 based on the current rate; however, the City may adjust this per-unit fee prior to the issuance of building permits for the proposed project, and the project would pay the adjusted amount.

Table 3: Summary of TASP R3-TOD Development Standards

Standard (R3-TOD)	Required	Proposed	Complies?
Height	Up to 75 feet	49 feet	Y
Setbacks	Front Yard: 8 foot-15 foot (max.) Side/Rear Yards: 15 foot (min.)	10 foot front yard setback; 8 foot to overhead projection; 40 foot side and 21 foot rear yard	Y
Projections	Up to 6 feet	2 feet	Y
Building Orientation	Buildings must face street	Building faces street	Y
Density	21-40 du/ac	32.8 du/ac	Y
Parking (Resident)	2-3 bedrooms require 1.6 to 2 covered spaces per unit 64 (min) - 80 (max) spaces	64 spaces	Y
Parking (Guest)	15 percent of required = 10 spaces	10 spaces	Y
Parking (Bicycle)	1 space per 4 housing units, exempting units with private garages; on-street guest racks equivalent to 5 percent of parking requirement = 10 spaces Short term bicycle parking: 5 percent of parking = 4 spaces	Residential: 10 spaces Guest: 4 spaces	Y
Parkland	0.35 ac/equivalent fee- in-lieu	Combination of acreage and fees (see parkland section)	Y

Proposed Project Details

The Planning Commission may use the following information in making a recommendation to the City Council:

Density

The project applicant will demolish the existing, approximately 16,463-square foot industrial building, landscaping, and associated parking on the 2001 Tarob Court site and construct a new four-story building with forty (40) residential condominium units at a density of 32.8 du/ac.

Parking Requirements

Automobile Parking – Under the TASP, a minimum of 64 and a maximum of 80 resident parking spaces are required for the proposed project, based on bedroom count (TASP Table 5-3: *Minimum Parking Requirements*). The applicant proposes to provide 64 resident spaces, the minimum required. Ten guest parking spaces are required, and the applicant proposes to provide that number. Per Section XI-10-53.07 of the City's Municipal Code, no more than forty percent (40%) of the required and non-required stalls may be designated for compact vehicles. The project is compliant with the City's Municipal Code, as only 29 parking spaces (39%) will be designated as compact parking spaces. The proposed resident and guest parking substantially complies with the TASP standards.

Parking for residents would primarily be provided in a parking garage oriented towards the internal driveway.

In addition, a total of 10 guest spaces will be provided as follows:

- Six (6) on along the private driveway;
- Two (2) ADA guest spots along the private driveway; and
- Two (2) inside the parking garage.

To maintain a consistent streetscape along Tarob Court, the project will be required to install decorative concrete paving to identify all on-street parking spaces.

Table 4 demonstrates the project's compliance with the parking standards for the R3 zoning district:

Table 4: Project Compliance with Parking

Number of Units	Number of Bedrooms/ Unit	Min/Max Ratio Permitted/Unit	Minimum # of Spaces Required	Maximum # Spaces Allowed	Total Spaces Provided	Conforms (Y/N)
LAND USE: RESIDENTIAL						
40	2-3	1.6/2.0 per unit	64	80	64	Y
		SUB-TOTAL:	**142**	**178**	**178**	**Y**
Guest	--	15% of total spaces required	10	--	10	Y
RESIDENTIAL PARKING TOTAL:			**74**	**90**	**74**	**Y**

Bicycle Parking – For residential uses within the TASP, one space of long-term bicycle parking per every four housing units is required, exempting units with a private garage. For the proposed project, ten (10) long-term bicycle spaces would be required, and the site plan shows 16 long-term bicycle parking spaces.

For guests, the TASP requires short-term bicycle parking spaces equivalent to five percent (5%) of the total automobile spaces required. This equates to four (4) short-term bicycle spaces for guests, and the project will provide four bicycle spaces in compliance with the requirement.

Traffic and Access

Access to the project site is provided by a driveway located at the northern corner of the project site off Tarob Court. The driveway provides access to an internal twenty-six (26)-foot access drive lane and fire lane, which includes a fire engine/garbage truck turnaround that connects to the ground-level internal parking garage. The parking garage provides sixty (60) automobile parking spaces, including twenty-seven (27) compact spaces, and one (1) accessible parking space. Fourteen designated (14) automobile parking spaces will be located along the access drive lane, including two compact spaces, one accessible parking space, and one electric vehicle parking space. All traffic and access data has been reviewed by Transportation and Fire and is compliant with all applicable requirements.

Parks and Open Space

TASP requires all new developments to provide 3.5 acres of parkland for every 1,000 persons or payment of fees-in-lieu, as permitted by Article 3, Section 66477 of the Subdivision Map Act and as codified by the City of Milpitas at Milpitas Municipal Code Section XI-1-9 (*Improvements: Dedication of Land or Payment of Fee or Both, for Recreational Purposes*). 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). The U.S. Census estimates that 2.49 persons on average will inhabit each unit. The project proposes 40 units, resulting in an estimated population of 97 persons. Based on this population estimate, the project is required to provide 0.35 acres of parkland, equivalent to approximately $971,841.02.

Additionally, as mentioned above, all projects in the TASP area are required to pay a Transit Area Development Impact Fee (TADIF), a portion of which is used for park and recreation purposes within the TASP area. The park portion of the TASP fee for this project is valued at $600,548, equivalent to 0.22 acres of parkland. This amount will be applied to the project's $971,841.02 parkland requirement, leaving a delta to be satisfied of 0.13 acres, or an in-lieu fee of approximately $371,293.02.

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. Pursuant to MMC Section XI-1-9, projects may also receive credit for private recreation elements that are accessible only to project residents, at the sole discretion of the City. If approved, private recreation credit may be used to satisfy up to 1.5 acres of the 3.5 acre/1000 requirement (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 Applicant.

To satisfy the 0.13 acre delta, the applicant is proposing the use of 0.26 acres as private recreation space on-site, as allowed by MMC Section XI-1-9 referenced above. This space will include an open courtyard on the ground floor consisting of a fireplace, seat walls, tables and chairs, and an outdoor kitchen for use by residents, shown on Sheets L001 and L002 of the project plans (See Attachment B: Project Plans). Additionally, there is a terrace on the second floor consisting of tables and chairs, television, a counter with a barbeque and refrigerator for use by residents, shown on Sheet L003. Since the ground floor courtyard and second floor terrace provide viable recreation space for residents that will reduce the demand for public recreation space, staff is recommending that these areas be credited against the projects' parkland dedication requirements up to 43% of the required area (0.15 acres).

Through these means, the project meets the required parkland requirements. Table 5 outlines this information below:

Table 5: Summary of Adherence to Parkland Requirements

Project Unit Count	40
Project Population Estimate	97 persons
TASP Parkland Requirement	3.5 acres/1,000 people or equivalent fees-in-lieu. Currently $2,787,840 per acre.
PARKLAND ACREAGE DUE/FEE EQUIVALENT	**0.35 acres/$971,841.02**
Amount Satisfied Through TASP Fees (Acreage/Dollars)	**0.22 acres/$600,548**
REMAINING DELTA TO BE SATISFIED (Acreage/Dollars)	**0.13 acres/$371,293.02**
Private Recreation Acreage Credit (43% Max.)	0.13 acres
TOTAL ACREAGE/FEES PROVIDED	**0.26 acres**
REMAINING ACREAGE/FEE REQUIREMENT TO BE MET	**0.0 acres/$0**

Landscape & Open Space Design

Common Open Space – The project includes a total of 0.44 acres of common open space and landscape areas comprised of soft and hardscape. Detailed landscape plans, plant palette, and site furnishings are shown on Sheets L001 through L010 of the Project Plans (See Attachment B).

Private Open Space – The project provides 0.3 acres of private open space, consisting of an interior courtyard on the ground level and a walking path and landscaping along the southern portion of the building. The interior courtyard includes seating areas and landscaping. A designated walkway connects the interior courtyard with the walking path and landscaping. The remaining 0.14 acres of open space consist of landscape areas generally located in the northern portion of the site.

Each residential unit will include a private deck of no less than 60 square feet. The private decks, in conjunction with private recreational space near all of the units, will provide 100% of the required open space.

Trees – Per Sheet L001--Overall Site Plan, the applicant proposes to remove thirty-four (34) existing trees from the project site. Eight (8) of the trees are protected trees, pursuant to MMC X-2-1.02, and therefore require two (2) replacement trees for every one (1) protected tree that is removed. Forty (40) new trees will replace the protected trees. Due to the TASP-required street realignment in this area and the requirement to raise the site out of the flood plain, existing on-site trees cannot be retained.

Table 6: Summary of Open Space Requirement

Standard (R3-TOD)	Code Requirement	Required Area	Provided Area	Complies? (Y/N)
	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.	25% of 1.22 = 0.31 acres	0.44 acres (36.1%)	Y
Landscape and open Space Requirements	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.	200 x 40 = 8,000 square feet = 0.18 acres	Private recreational area = 0.28 acres Private open space (balconies & porches) = 60 SF/unit = 60 x 40 = 2,400 SF = 0.06 acres. 0.06/0.18 = 30% of the required contiguous open space Total private open space = 0.31 acres = 337.6 SF/unit	Y

Design Guidelines and Architecture

Design Guidelines – The design guidelines include both general design guidelines and specific standards to guide future development within the Transit Area. These design guidelines cover site planning, building design, landscaping, and lighting. Examples of how the project complies with the guidelines include:

- *Site Planning*
  - Buildings face streets
  - Site plan provides for attractive, comfortable and safe pedestrian environment
  - Site plan provides for adequate fire apparatus and solid waste pickup
  - Site plan recognizes and complements approved development plans for adjacent projects in the TASP Trade Zone/Montague sub-district
- *Building Design*
  - Complies with height, setback and zoning requirements
  - Quality architectural design
  - Recognizes and complements approved development plans for adjacent projects in the TASP Trade Zone/Montague sub-district
- *Landscaping*
  - Provision of interior landscaped open space and perimeter landscaping
  - Provision of street trees in accord with TASP standards
  - Recognizes and complements approved development plans for adjacent project in the TASP Trade Zone/Montague sub-district
- *Lighting*
  - Direct lighting to appropriate surfaces and minimize glare onto adjacent areas
  - Designed to reinforce pedestrian character

Architecture – The project's design concept arranges three residential floors over ground floor parking in two parallel wings. The arrangement preserves ground floor open space and creates a thirty foot wide shared-use courtyard between the wings. The project's contemporary architectural design uses stucco, siding, porcelain ceramic tile, metal siding, colored glass, and a variety of metal details. Variations in the building colors, materials and planes and protruding balconies provide architectural interest and avoid a boxy appearance. The architectural building massing is broken up through an alternating painted color blocking treatment of dark green, light grey, and steel blue. At the ground level, porcelain ceramic tile and laser cut metal panels frame the entry to the courtyard and building entrances. The ground level courtyards offer residents the opportunity for out-of-doors leisure, as well as community engagement. The ground floor garage is softly disguised with punched openings, artful screen panels, and stone-like cladding. The project conforms to the Transit Area design guidelines, which require orientation of the building to the street, well-articulated exterior walls with consistent style and materials, muted colors for primary building walls with richer accent colors and integrated parking.

Floodplain Management

Floodplain Management – The project site is located in Flood Zone AO. The applicant will place engineered fill across the site, raising the grade by approximately 4.5 feet to ensure that the project complies with the City of Milpitas Floodplain Ordinance (MMC Section XI-15-4.3(a)(4)). This

will allow the City's Floodplain Administrator to make a determination that the project will not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. (In this context, "adversely affects" means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will increase the water surface elevation of the base flood more than one foot at any point.)

Grading

Development of the proposed project would result in the demolition of all existing structures and pavements. A total of 5,600 cubic yards of fill would be brought to the site to raise the elevation out of the floodplain.

Utilities

The project site is located in an urban area and is currently served by existing utilities, including: water, sanitary sewer, storm drainage, electricity, and telecommunications infrastructure. The majority of existing utilities within the boundary of the project site would be removed and replaced.

Water – The proposed project includes the removal of all existing utilities. New 8-inch water lines within the project site will connect to existing service connections and the existing 12-inch main located within Tarob Court.

Wastewater – The San José/Santa Clara Water Pollution Control Plant (WPCP) provides wastewater treatment for Milpitas. The City of Milpitas maintains existing sanitary sewer lines within the vicinity of the site, including an 8-inch line on Tarob Court. The proposed project includes the installation of a new on-site 8-inch wastewater line that will connect to the City's existing line.

Stormwater – Bioretention areas will be incorporated into the landscape design to provide appropriate vegetation and water quality treatment for impervious surfaces including roofs, driveways, streets, and sidewalks.

The project will connect to the existing 12-inch municipal storm drain located at the northwest corner of the project site. The project includes pervious pavers throughout the interior access driveway. Upon construction of the improvements, approximately 0.88 acres (72 percent) of the project site would be covered by impervious surfaces and approximately 0.40 acres (28 percent) would be covered by landscaped areas including lawns, shrubs, and trees. All walkways within these areas would be sloped to drain onto the surrounding landscaping for bio-retention and treatment.

Electricity and Natural Gas – Electricity and natural gas services to the site are provided by Pacific Gas and Electric Company (PG&E). Existing underground utility connections and gas mains provide electricity and gas to the project site. The project includes removal of all existing utilities and requires the construction of new electricity and gas connections to serve the project. New electrical lines (servicing the project only) will be installed underground and connect to the existing joint trench box in the northern corner of the project site.

Climate Action Plan

The City of Milpitas Climate Action Plan (CAP) was adopted in 2013 and includes Greenhouse Gas (GHG) reduction goals, policies and actions for new and existing development projects.

One of the key aims of the CAP is to encourage transit-oriented development as a means to reduce GHG emissions. The project would be in compliance with this goal, as it would locate future residents within walking distance of public transportation, jobs, restaurants, and services. To reduce energy usage, the project would incorporate green building measures in compliance with CALGreen standard building measures for residential buildings and Title 24 requirements. Additionally, the project includes a total of 0.44 acres of common open space and landscaped areas, following the City's standards, which would offset GHG emissions.

Implementation of the TASP includes policies that address transportation and land use that are consistent with the CAP. TASP Policy 3.21 would provide continuous pedestrian sidewalks and safe bike routes throughout this portion of the TASP planning area; Policy 3.22 encourages walking and biking routes to schools and major destinations; and Policy 3.33 requires new development within the TASP Area to provide incentives for alternative modes of transit, which support the CAP.

Implementation of the proposed project would not substantially increase population, vehicle trips, or vehicle miles traveled. Further, the project adheres to the building guidelines of the TASP with only modest deviations that would not impair achievement of CAP goals and promotes reductions in GHG emissions through high-density development in close proximity to transit. As such, the project is in conformance with the City's Climate Action Plan.

Development Fees

The project is subject to the following fees, payable at the time of building permit:

TASP Impact Fee
The TASP Impact fee is currently set at $32,781/unit for residential uses. Based on approval for development of 40 units, the estimated Transit Area Specific Plan Development Impact Fee for this project is $1,311,240 ($32,781/unit x 40 units). This fee is currently under review by the City and may change. The proposed project would pay the fee at the issuance of building permits.

Parkland Impact Fee
TASP requires all new development to provide 3.5 acres of parkland for every 1,000 persons or payment of fees-in-lieu. Per the parkland section, above, the project has satisfied this requirement. See Table 5 for more information.

Public Art Fee
The Project will comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. This fee is currently set at one-half of one percent of building development costs. The proposed project will pay the fee based on the construction valuation at the building permit issuance.

Affordable Housing Ordinance
Pursuant to MMC Section XII-1-3.00, all new residential development projects of ten units or more designed and intended for permanent occupancy are required to construct fifteen (15%) percent of the total number of dwelling units within the development as affordable units, unless subject to an exception set forth in XI-1-4.00. All exceptions require City Council approval.

The applicant may request exceptions that include payment of fees in-lieu of the provision of affordable units on the site. The applicant has requested to pay the affordable housing fee in-lieu of constructing on-site affordable units. The affordable housing fee is currently set at $33 per square foot. With an average unit size of 1,420 square feet, the estimated affordable housing fee for this project is $1,874,000. The applicant has provided a justification statement (Attachment C) outlining why the project should be granted the exception.

Prior to City Council approval to the requested exception, affirmative findings to the following must be made:

1. *The exception requested exceeds the minimum affordable requirements; and*
   Applicant Justification: The applicant asserts that paying the affordable housing in-lieu fee should be an alternative, not an exception. The applicant also suggests that building new affordable housing units only provides a few new residents with the opportunity to live in Milpitas at an affordable rate compared to their neighbors in the same new development. The applicant claims that paying the fee will allow the City to subsidize affordable housing rents and allow residents to remain in their homes.

   Staff Analysis: The exception requested does not exceed the minimum affordable requirements. The applicant is providing the minimum required fee-in-lieu, which does not exceed the minimum affordable requirements. The affordable housing fund is used to produce very-low, low-, and moderate-income ownership or rental housing in the City. If the applicant were to build six Below Market Rate (BMR) units on site, it would allow six low-income households the opportunity to have permanent housing in the City. Since the applicant has requested to pay the in-lieu fee, those contributions can only be used to assist future developers to build affordable units, and not to subsidize rents in existing low-income housing. Therefore, the exception would further delay the construction of new affordable units in the City and would not exceed the minimum affordable requirements.

2. *The project is better served with the exception; or*
   Applicant Justification: The applicant proclaims that the project will be better served as market rate housing since the adjacent Tarob Court projects are also market rate. The applicant argues that the menu of social assistance program available in Santa Clara County and the City of Milpitas are not located within the TASP Trade Zone/Montague sub-district. The applicant suggests that paying the affordable fee allows the City the flexibility to have funds on hand to support the under-housed population through projects that may be more likely to be located near established social services in the future.

   Staff Analysis: The project is not better served with the exception. The applicant argues that social assistance programs are not available within the TASP Trade Zone/Montague Subdistrict. However, on June 12, 2018, City Council approved a 102-unit multifamily affordable housing development with community space and offices for supportive services

located at 355 Sango Court. The TASP envisions a Tarob Court connection to Sango Court. This particular development is also located within the TASP Trade Zone/Montague Subdistrict. Therefore, the argument cannot be made that projects should be located near established social services, as the project site is located near a recently entitled project with supportive services.

3. *The community benefits exceed the project benefits.*
   Applicant Justification: The applicant proposes that the community benefits of the project are inherently created by the project. The scope of work includes the demolition of a non-conforming building and the redevelopment and beautification of the site with high-density housing consistent with the TASP. Moreover, the applicant proclaims that they have committed to meeting the goals of the City by producing a conforming R3-TOD high-density residential project within the TASP.

   Staff Analysis: The community benefits do not exceed the project benefits. The project is not providing any community benefit to the City. Example of community benefits include contributions to the school district, Fire Department, Recreation Department, etc. A compliant project that meets the development standards of the zoning code is not inherently considered a community benefit, and therefore does not exceed the potential benefit of providing on-site affordable units.

Based on the applicant's justification statement, the fee exception request does not meet the findings pursuant to MMC Section XI-1-4.00. Staff recommends the City Council deny the fee exception request. Draft findings are included in the resolution (Attachment A).

If the City Council is able to make affirmative findings for the requested exception, the developer will be allowed to pay an in-lieu fee (currently $33.00 per square foot) rather than designating six affordable units on the site. The resolution will include a condition of approval to clarify this requirement.

If the City Council cannot make affirmative findings for the requested exception, the developer will be required to provide six affordable units on the site. The Council may also provide an alternative directive for meeting the affordable housing requirements for this project, as set forth in the Conditions of Approval (Attachment A).

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.

Vesting Tentative Map

To approve the Major Vesting Tentative Subdivision Map, the following findings must be made pursuant to Milpitas Municipal Code Section XI-1-20.01:

1. *The tentative subdivision map is consistent with the General Plan.*
   The project site has a General Plan land use designation of High Density, Transit-Oriented Residential (HD-TOR). The intent of this designation is to provide high-density housing at

a density range of 21-40 dwelling units/acre. As this project proposes 32.8 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the relevant density requirement.

Further, the project is consistent with the following General Plan Guiding Principle and Implementing Policies:

A. *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 project is consistent with this policy as it includes attractive four-story residential buildings in close proximity to the future Milpitas BART Station. The Project also includes significant streetscape improvements enabling and encouraging pedestrian and bicycle movement throughout the Trade Zone/Montague Subdistrict, with connections to the BART and Light Rail transportation hubs.

B. *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 project is consistent with this policy as it has been designed per the adopted design requirements contained in the Transit Area Plan. As demonstrated in Section 2(B) below, the project meets the applicable requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

2. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

A. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

As set forth in Finding 1 above, the map proposes the development of the site into 40 residential condominium units at a density of 32.8 dwelling units/acre. The General Plan and Transit Area Specific Plan land use designation applicable to the site (High Density, Transit-Oriented Residential (HD-TOR)) permits residential development at densities of 21 to 40 dwelling units/acre. The map is thus consistent with the General Plan and Transit Area Specific Plan.

B. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

The design and improvement of the subdivision is consistent with the density range of 21-40 dwelling units per acre as permitted by the General Plan and Transit Area Specific Plan. The proposed density is 32.8 dwelling units per acre. The proposed

project is also consistent with the Transit Area Specific Plan development standards, including height (maximum of 49' proposed, where 75' is maximum allowed), number of vehicular parking spaces (74 vehicular spaces proposed, where a minimum of 74 is allowed), bicycle parking (14 spaces proposed, where 14 are required), building orientation (proposed buildings will face streets, where requirement provides building must face streets).

C. *That the site is not physically suitable for the type of development.*

The site is surrounded by property designated for high density, transit-oriented residential development under the City's General Plan and zoned for this type of development under the Transit Area Specific Plan. In addition, the developer has determined this site to be suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

D. *That the site is not physically suitable for the proposed density of development.*

The City Council, through adoption of Resolution No. 8702, has determined that the site is physically suitable for development at the proposed density of 32.8 dwelling units per acre, insomuch as it has amended the applicable general plan land use designation to High Density, Transit Oriented Residential (HD-TOR), which allows densities of 21-40 dwelling units per acre. The site is also flat and has direct access to adjacent streets (Tarob Court and Lundy Place) to accommodate the proposed density of the development.

E. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A of Attachment A). The memo did not find that the project would be likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The project is also located in an urbanized area and previously developed as an industrial building, and therefore, will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

The project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A of Attachment A). The memo did not find that the design of the subdivision or type of improvements is likely to cause serious public health problems.

G. *That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The subdivision does not involve the vacation of easements, however, the existing right-of-way will be abandoned and portions of the area will be retained for a Public Services Utility Easement (PSUE).

Site Development Permit

To approve the Site Development Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.03(F):

1. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

   The project's site design is consistent with the TASP development standards for the Trade Zone/Montague Sub-district. The project consists of 40 condominium units and associated site amenities on a 1.22-acre site. The building's contemporary architectural design visually relates to and is compatible with the adjacent townhome projects along Tarob Court. The project also features exterior horizontal blue and green-hued siding. The project has a strong sense of identity, achieving compatibility and aesthetic harmony with surrounding developments.

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

   The project site is zoned R3 (Multiple-Family, High Density Residential with a Transit Oriented Development (-TOD) Overlay). Residential uses are permitted in the zoning district. As demonstrated in Tables 3 and 4, the project conforms to the zoning district and meets the intent for this type of project envisioned in this area.

   The project also conforms to the TOD Overlay by providing a density of 32.8 units per acre, which is within the 21-40 units/acre range envisioned by the TOD Overlay when combined with the R3 Zoning District. The four-story height of the building is also within the standards of the TOD Overlay, which allows up to seven stories in height.

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

   See General Plan consistency discussion set out above in support of issuing the Vesting Tentative Map.

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

The project proposes the development of the site in to one four-story building consisting of 40 residential condominium units at a density of 32.8 dwelling units/acre. The Transit Area Specific Plan land use designation applicable to the site (High Density, Transit-Oriented Residential (HD-TOR)) permits residential development at densities of 21 to 40 dwelling units/acre. The map is thus consistent with the Transit Area Specific Plan use and density requirements. As demonstrated above, the project also complies with TASP development standards. Landscaping along the streets and greenspace with the development is provided as envisioned by the TASP.

Conditional Use Permit

To approve the Conditional Use Permit, the following findings must be made pursuant to Milpitas Municipal Code Section XI-10-57.04(F):

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 will not be detrimental or injurious to property or improvements in the vicinity, nor to the health, safety or general welfare. The project is consistent with other high density residential projects within the TASP. The condominium project creates housing opportunities and increases the diversity of housing types in the TASP area.

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

   The project is consistent with the Zoning Ordinance, as the condominium use is conditionally permitted per MMC Table XI-10-4.02-1. The project conforms to all of the development standards set forth by the Zoning Ordinance, as discussed in the Zoning Ordinance consistency discussion set out in support of issuing a Site Development Permit.

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

   See General Plan consistency discussion set out above in support of issuing the Vesting Tentative Map.

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

   See Transit Area Specific Plan consistency set out above in support of issuing the Site Development Permit.

ENVIRONMENTAL REVIEW

This project is located within the area evaluated as part of the Transit Area Specific Plan Environmental Impact Report (TASP-EIR) (SCH#2006032091) certified by the City Council June 3, 2008. An environmental assessment (EA19-0002) for this projects was conducted by LSA, on behalf of the City, in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended, and state and local guidelines implementing CEQA. The environmental assessment

conducted by LSA concluded that none of the circumstances necessitating preparation of a subsequent or supplemental EIR are associated with the Project.

The environmental assessment conducted by LSA also concluded that an Addendum to the TASP EIR is the appropriate document to address these modifications rather than a subsequent or supplemental EIR. The Addendum fully addressed all potential impacts associated with this project, and no material changes have been made to the project that would alter the conclusions of the Addendum. The analysis contained in the Environmental Checklist confirms that the modified project is within the scope of the TASP-EIR and will have no new or more severe significant effects and no new mitigation measures are required.

As a separate and independent basis, the project is exempt from further CEQA review pursuant to Section 15183 of the California Environmental Quality Act, which applies to projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. As a separate and independent basis, the project is also exempt from further CEQA review pursuant to CEQA Guidelines Section 15182, because the project is a residential project that is generally consistent with a Specific Plan. Lastly, the project is also exempt from further environmental review pursuant to CEQA Guidelines Section 15168, as the project is within the scope of the TASP program EIR. Moreover, the project complies with the City's existing zoning, specific plan, community plan, and general plan. Therefore, no further environmental review is required.

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 been no public comments received. A notice was published in the Milpitas Post on July 19, 2019. In addition, notices were sent to all owners and occupants within 1000 feet of the project site. A public notice was also posted at the project site, on the City's Website, www.ci.milpitas.ca.gov, and at City Hall.

RECOMMENDATION

Staff recommends that the Planning Commission:

1. Open the Public Hearing to receive comments;
2. Close the Public Hearing;
3. Consider the Addendum to the Transit Area Specific Plan EIR and various exemptions in accordance with the CEQA Guidelines, as stated; and
4. Adopt Resolution 19-022 recommending that the Milpitas City Council approve the ENVIRONMENTAL ASSESSMENT P-EA19-0002, SITE DEVELOPMENT PERMIT SD18-0014, CONDITIONAL USE PERMIT UP19-0009, AND VESTING TENTATIVE MAP MT18-0004 TO ALLOW THE FUTURE DEVELOPMENT OF A 40-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 2001 TAROB COURT

ATTACHMENTS

A: Resolution 19-022

B: Project Plans
C: Affordable Housing Exception Request

RESOLUTION NO. 19-022

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MILPITAS RECOMMENDING TO THE CITY COUNCIL APPROVAL OF SITE DEVELOPMENT PERMIT NO. SD18-0014, CONDITIONAL USE PERMIT NO. UP19-0009, VESTING TENTATIVE MAP NO. MT18-0004, AND ENVIRONMENTAL ASSESSMENT NO. EA19-0002 TO ALLOW A 40-UNIT RESIDENTIAL CONDOMINIUM BUILDING, UP TO 49 FEET IN HEIGHT (FOUR STORIES), WITH PARKING FOR UP TO 74 VEHICLES, ON A 1.22 ACRE SITE LOCATED IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R3) ZONING DISTRICT AT 2001 TAROB COURT AND MAKING FINDINGS PURSUANT TO SECTION XII-1.00, *et seq.* OF THE MILPITAS MUNICIPAL CODE AND CEQA FINDINGS PURSUANT TO CEQA GUIDELINES SECTIONS 15162, 15163, 15164, 15168, 15182, AND 15183

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, "CEQA"), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on June 3, 2008, the City Council of the City of Milpitas certified an Environmental Impact Report ("EIR") prepared to analyze the environmental impacts associated with the proposed Transit Area Specific Plan (the "TASP EIR," State Clearinghouse No. 2006032091), and subsequently adopted the Transit Area Specific Plan (the "TASP"); and

WHEREAS, the TASP EIR reviewed the potential environmental impacts associated with the implementation of the TASP, which envisioned 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; and

WHEREAS, 2001 Tarob Court is located within the TASP planning area; specifically, within the Trade Zone/Montague subdistrict of the TASP; and

WHEREAS, on November 2, 2018, The True Life Companies (the "Applicant") submitted an application to the City of Milpitas for the approvals necessary to develop a 40-unit condominium residential project at 2001 Tarob Court. The project (the "Project") thus consists of and requires:

a. Site Development Permit (SD18-0014) to allow the development of a 4-story building with up to 40 residential units on a 1.22 acre site; and

b. Conditional Use Permit (UP19-0009) to allow the condominium use; and

c. Vesting Tentative Map (MT18-0004) to establish 40 residential condominium spaces and related common areas and to record site easements; and

d. Environmental Assessment (EA19-0002) to review and assess all requested entitlements for consistency with the 2008 Transit Area Specific Plan EIR.

WHEREAS, the Planning Division completed an environmental assessment No. EA19-0002 for the Project in accordance with CEQA, and recommends that the Planning Commission determine this Project is covered under the program of activities identified in the Transit Area Specific Plan EIR, SCH#2006032091, certified by the City Council on June 3, 2008, based on the CEQA finding included in this resolution (the "Addendum," a true and correct copy of which is attached hereto and incorporated herein as **Exhibit 2 to Exhibit A**); and

WHEREAS, per CEQA Guidelines Section 15164(b), the Addendum concludes that no supplemental or subsequent EIR is required because: (a) no substantial changes are proposed in the Project which will require major revisions of the TASP EIR; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions in the TASP EIR; and (c) no new information which was not known and could not have been known at the time the TASP EIR was certified has become available; and

WHEREAS, the Planning Commission makes and accepts as its own the findings set forth in **Exhibit 2 to Exhibit A** attached hereto;

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for Tentative Map pursuant to Milpitas Municipal Code Section XI-1-4.03, the City Council is the highest review authority for the Project and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, the Planning Commission has reviewed the draft "Resolution of the City Council of the City of Milpitas Approving Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, Vesting Tentative Map No. MT18-0004, and Environmental Assessment No. EA19-0002 for 2001 Tarob Court," attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, per CEQA Guidelines Section § 15164(b), the Addendum demonstrates and concludes that none of circumstances necessitating preparation of a supplemental or subsequent EIR, as specified in CEQA Guidelines Sections 15162 or 15163 are present in that there are (a) no substantial changes are proposed in the Project which will require major revisions of the TASP EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions in the TASP EIR due to new or substantially more severe significant effects; and (c) no new information of substantial importance, as defined in CEQA Guidelines Section 15162, which was not known and could not have been known at the time the TASP EIR was certified has become available; and

WHEREAS, as separate and independent bases, the Planning Commission hereby finds and determines that the Project is exempt from further CEQA review pursuant to (1) CEQA Guidelines Section 15183 (projects consistent with a Community Plan, General Plan or Zoning; (2) CEQA Guidelines Section 15182 (residential projects consistent with a specific plan); and (3) CEQA Guidelines Section 15168 (projects within the scope of a program EIR); and

WHEREAS, the Planning Commission makes and accepts as its own the findings set forth in **Exhibit A** attached hereto; and

WHEREAS, on July 31, 2019, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission discussed all of the Exhibits listed above, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the Planning Commission bases the recommendation and the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, the findings and conclusions made by the Planning Commission pursuant to this Resolution are based upon the oral and written evidence before it as a whole.

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

1. The recitals set forth above are adopted as further findings of the Planning Commission.

2. The Planning Commission has reviewed the Addendum to the TASP EIR and finds that an addendum is the proper environmental review document under CEQA because: (a) no substantial changes are proposed in the Project which will require major revisions to the TASP EIR; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions to the TASP EIR; and (c) no

new information has become available which was not known and could not have been known with the exercise of reasonable diligence at the time the TASP EIR was certified that shows any of the factors set forth in 14 C.C.R. §15164(a)(3). The Planning Commission further finds that the Addendum reflects the Commission's independent judgment and analysis, and that there is no substantial evidence that the Project will have a significant effect on the environment. The Addendum fully studies the impacts of the Project as proposed. Based on its independent review and consideration, the Planning Commission hereby finds that the Addendum complies with the requirements of CEQA and adopts the conclusions in the Addendum on the basis of the evidence and reasoning set forth therein. The Planning Commission thus recommends the City Council approve the Addendum. In addition, the Planning Commission recommends, as a separate and independent basis, that the City Council approve the Project in reliance on the CEQA exemptions specified in the Recitals herein.

3. Having likewise reviewed and considered the documents attached hereto and incorporated herein as **Exhibit A**, and having adopted the findings set forth therein as its own, the Planning Commission recommends the City Council approve and adopt **Exhibit A**, subject to any minor technical or clerical revisions that may be necessary or appropriate.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Milpitas on July 31, 2019:

Sudhir Mandal

Chair

TO WIT:

I HEREBY CERTIFY that the following resolution was duly adopted at a regular meeting of the Planning Commission of the City of Milpitas on July 31, 2019 and carried by the following roll call vote:

COMMISSIONER	AYES	NOES	ABSENT	ABSTAIN
Ricky Ablaza	X			
Tim Alcorn	X			
Evelyn Chua	X			
Bill Chuan			X	
Sudhir Mandal	X			
Demetress Morris	X			
Steve Tao	X			

EXHIBIT 'A'

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT NO. SD18-0014, CONDITIONAL USE PERMIT NO. UP19-0009, VESTING TENTATIVE MAP NO. MT18-0004, AND ENVIRONMENTAL ASSESSMENT NO. EA19-0002 TO ALLOW A 40-UNIT RESIDENTIAL CONDOMINIUM BUILDING, UP TO 49 FEET IN HEIGHT (FOUR STORIES), WITH PARKING FOR UP TO 74 VEHICLES, ON A 1.22 ACRE SITE LOCATED IN THE MULTI-FAMILY HIGH DENSITY RESIDENTIAL (R3) ZONING DISTRICT AT 2001 TAROB COURT, AND MAKING FINDINGS PURSUANT TO SECTION XII-1.00, *et seq.* OF THE MILPITAS MUNICIPAL CODE AND CEQA FINDINGS PURSUANT TO CEQA GUIDELINES SECTIONS 15162, 15163, 15164, 15168, 15182, AND 15183

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, "CEQA"), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on June 3, 2008, the City Council of the City of Milpitas certified an Environmental Impact Report ("EIR") prepared to analyze the environmental impacts associated with the proposed Transit Area Specific Plan (the "TASP EIR," State Clearinghouse No. 2006032091), and subsequently adopted the Transit Area Specific Plan (the "TASP"); and

WHEREAS, the TASP EIR reviewed the potential environmental impacts associated with the implementation of the TASP, which envisioned 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; and

WHEREAS, 2001 Tarob Court is located within the TASP planning area; specifically, within the Trade Zone/Montague subdistrict of the TASP; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has been certified has been adopted, the lead agency is required to review any changed circumstances to determine whether any of the circumstances under Public Resources Code § 21166 and State CEQA Guidelines § 15162 require additional environmental review; and

WHEREAS, on November 2, 2018, The True Life Companies (the "Applicant") submitted an application to the City of Milpitas for the approvals necessary to develop a 40-unit condominium residential project at 2001 Tarob Court. The project (the "Project") thus consists of and requires:

a. Site Development Permit (SD18-0014) to allow the development of four-story building with up to forty residential units on a 1.22 acre site; and

b. Conditional Use Permit (UP19-0009) to allow the condominium use; and

c. Vesting Tentative Map (MT18-0004) to establish forty residential condominium spaces and related common areas and to record site easements; and

d. Environmental Assessment (EA19-0002) to review and assess all requested entitlements for consistency with the 2008 Transit Area Specific Plan EIR.

WHEREAS, the Planning Division completed an environmental assessment No. EA19-0002 for the Project in accordance with CEQA, and the Planning Commission recommended that the City Council determine this Project is covered under the program of activities identified in the Transit Area Specific Plan EIR, SCH#2006032091, certified by the City

Council on June 3, 2008, based on the CEQA finding included in this resolution (the "Addendum," a true and correct copy of which is attached hereto and incorporated herein as **Exhibit 2 to Exhibit A**); and

WHEREAS, per 14 C.C.R (CEQA Guidelines) Section 15164(b), the Addendum demonstrates and concludes that none of circumstances necessitating preparation of a supplemental or subsequent EIR, as specified in CEQA Guidelines Sections 15162 or 15163 are present in that there are (a) no substantial changes are proposed in the Project which will require major revisions of the TASP EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (b) no substantial changes have occurred with respect to the circumstances under which the Project is being undertaken which will require major revisions in the TASP EIR due to new or substantially more severe significant effects; and (c) no new information of substantial importance, as defined in CEQA Guidelines Section 15162, which was not known and could not have been known at the time the TASP EIR was certified has become available; and

WHEREAS, the City Council hereby adopts the Addendum makes and accepts as its own the findings set forth in **Exhibit A** attached hereto; and

WHEREAS, as separate and independent bases, the City Council hereby finds and determines that the Project is exempt from further CEQA review pursuant to (1) CEQA Guidelines Section 15183 (projects consistent with a Community Plan, General Plan or Zoning; (2) CEQA Guidelines Section 15182 (residential projects consistent with a specific plan); and (3) CEQA Guidelines Section 15168 (projects within the scope of a program EIR); and

WHEREAS, the Planning Commission is an advisory body to the City Council pursuant to Milpitas Municipal Code Section XI-10-64.03 (Consideration of Concurrent Applications), where, as here, due to the application for density bonus pursuant to Milpitas Municipal Code Section XI-10-54.15, the City Council is the highest review authority for the Project, and, accordingly, all review by other bodies with approval authority over the application shall be in the form of a recommendation to the City Council; and

WHEREAS, on July 31, 2019, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered the Addendum EA19-0002, as well as the requested Site Development Permit SD18-0014, Conditional Use Permit UP19-0009, and Vesting Tentative Map MT18-0002 for 2001 Tarob Court, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, by adoption of Resolution No. 19-022, the Planning Commission recommended the City Council approve Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, Vesting Tentative Map No. MT18-0002, and Environmental Assessment No. EA19-0002 for 2001 Tarob Court; and

WHEREAS, the documents and other materials which constitute the record of proceedings upon which the City Council bases the findings contained within this Resolution are available and may be reviewed at Milpitas City Hall, located at 455 E. Calaveras Boulevard, Milpitas, California 95035; and

WHEREAS, on _____, 2019, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Environmental Assessment No. EA19-0002, as well as the requested Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, and Vesting Tentative Map No. MT18-0002 for 2001 Tarob Court, heard a presentation from staff, and had the opportunity hear from members of the public; and

WHEREAS, the findings and conclusions made by the City Council pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals

The City Council has considered the full record before it, which 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 incorporated herein by reference.

SECTION 2. California Environmental Quality Act Findings

The proposed Project is covered under the scope of activities approved under the TASP 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 TASP area. The proposed 40 residential units fall within this scope of development activity contemplated in the TASP EIR. LSA Associates completed an environmental assessment of the proposed Project to confirm the proposed Project is within the scope of the TASP EIR. The analysis found that the Project is consistent with the TASP EIR and confirmed that the Project is within the scope of development density considered under the TASP 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 are included as Conditions of Approval. Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15168(c)(2), the Project is except from further review under CEQA.

SECTION 3. Vesting Tentative 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 Vesting Tentative Map No. MT18-0004:

A. *The tentative subdivision map is consistent with the General Plan.*

The Project site has a General Plan land use designation of High Density, Transit Oriented Residential (HD-TOR). The intent of this designation is to provide high-density housing at a density range of 21-40 dwelling units/acre. As this Project proposes 32.8 dwelling units/acre, it is consistent with both the intended land use of the General Plan and the relevant density requirement.

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

1. *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 Project is consistent with this policy as it includes attractive four-story residential buildings in close proximity to the future Milpitas BART Station. The Project also includes significant streetscape improvements enabling and encouraging pedestrian and bicycle movement throughout the Trade Zone/Montague Subdistrict, with connections to the BART and Light Rail transportation hubs.

2. *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 Project is consistent with this policy as it has been designed per the adopted design requirements contained in the Transit Area Plan. As demonstrated in Section B(2) below, the project meets the applicable requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

B. *None of the conditions identified in California Government Code Section 66474 exist, to wit:*

1. *That the proposed map is not consistent with applicable general and specific plans as specified in Government Code Section 65451.*

   As set forth in Section 3(A) above, the map proposes the development of the site into 40 residential condominium units at a density of 32.8 dwelling units/acre. The General Plan and Transit Area Specific Plan land use designation applicable to the site (High Density, Transit Oriented Residential – (HD-TOR) permits residential development at densities of 21 to 40 dwelling units/acre. The map is thus consistent with the General Plan and Transit Area Specific Plan.

2. *That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

   The design and improvement of the subdivision is consistent with the density range of 21-40 dwelling units per acre as permitted by the General Plan and Transit Area Specific Plan. The proposed density is 32.8 dwelling units per acre. The proposed project is also consistent with the Transit Area Specific Plan development standards, including height (maximum of 49' proposed, where 75' is maximum allowed), number of vehicular parking spaces (74 vehicular spaces proposed, where a minimum of 74 is allowed), bicycle parking (14 spaces proposed, where 14 are required), building orientation (proposed buildings will face streets, where requirement provides building must face streets).

3. *That the site is not physically suitable for the type of development.*

   The site is surrounded by property designated for high density, transit-oriented residential development under the City's General Plan and zoned for this type of development under the Transit Area Specific Plan. In addition, the developer has determined this site to be suitable for the higher density development based on the location, physical attributes, and proposed infrastructure improvements.

4. *That the site is not physically suitable for the proposed density of development.*

   The City Council, through adoption of Resolution No. 8702, has determined that the site is physically suitable for development at the proposed density of 32.8 dwelling units per acre, insomuch as it has amended the applicable general plan land use designation to High Density, Transit Oriented Residential (HD-TOR), which allows densities of 21-40 dwelling units per acre. The site is also flat and has direct access to adjacent streets (Tarob Court and Lundy Place) to accommodate the proposed density of the development.

5. *That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

   The Project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A of Attachment A). The memo did not find that the project would be likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Project is also located in an urbanized area and previously developed as an industrial building, and therefore, will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. *That the design of the subdivision or type of improvements is likely to cause serious public health problems.*

   The Project, including the subdivision and its associated improvements, has been subjected to environmental review under CEQA through the preparation of an Environmental Assessment/Categorical Exemption Memo (Exhibit 2 to Exhibit A). The memo did not find that the design of the subdivision or type of improvements is likely to cause serious public health problems.

7. *That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

   Upon review of the subdivision map, it has been determined that the design of the subdivision or the type of improvements will not conflict with any easements acquired by the public at large, for access through or use of, property within the proposed subdivision. The subdivision does not involve the vacation of easements, however, the existing right-of-way will be abandoned and portions of the area will be retained for a Public Services Utility Easement (PSUE).

SECTION 4. Site Development Permit Findings (Section XI-10-57.03(F)(1))

The City Council makes the following findings based on the evidence in the public record in support of Site Development Permit No. SD18-0014:

A. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*

The Project's site design is consistent with the TASP development standards for the Trade Zone/Montague Subdistrict. The Project consists of 40 condominium units and associated site amenities on a 1.22-acre site. The building's contemporary architectural design features varied materials and complements previously-approved and adjacent projects within the subdistrict. The Project has a strong sense of identity, achieving compatibility and aesthetic harmony with surrounding developments.

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

The Project site is zoned R3 (Multiple-Family, High Density Residential with a Transit Oriented Development (-TOD) Overlay). Residential uses are permitted in the zoning district. The proposed residential uses are permitted in the zoning district. As demonstrated in the Table 1, the Project conforms to the zoning district and meets the intent for this type of project envisioned in this area.

Table 1:
Summary of TASP R3-TOD Development Standards

Standard (R3-TOD)	Requirement	Proposed	Compliance (Y/N)
Height	Up to 75 feet	49 feet	Y
Setbacks	Front Yard: 8 foot-15 foot maximum; Side and Rear Yards: 15 foot minimum,	10 foot front yard setback; 8 foot to overhead projection; 40 foot side and 21 foot rear yard setback	Y
Projections	Up to 6 feet	2 feet	Y
Building Orientation	Buildings must face street	Buildings face street	Y
Density	21-40 du/ac	32.8 du/ac	Y

Parking (Resident)	2-3 bedroom – 1.6 – 2 covered per unit Between 64 (min) - 80 (max) spaces	64 spaces	Y
Parking (Guest)	15 percent of required = 10 spaces	10 spaces	Y
Parking (Bicycle)	1 space per 4 housing units, exempting units with private garages = 10 spaces; on-street guest racks equivalent to 5 percent of parking requirement = 4 spaces	10 secure, long term spaces 4 exterior guest spaces	Y
Usable Open Space	Minimum 25 percent of the total site shall be usable open space or recreational facilities = 0.31 acres required;	0.44 acres	Y
Private Open Space	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. 200 x 40 = 8,000 SF or 0.18 acres	Private recreational area = 0.28 acres 60 SF balconies provided per unit. 60 x 40 = 2,400 SF or 0.06 acres. 0.06/0.18 = 30% of the required contiguous open space Total private open space = 0.31 acres = 337.6 SF/unit	Y

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

The Project site has a General Plan land use designation of High Density, Transit Oriented Residential (HD-TOR). The intent of this designation is to provide high-density housing at a density range of 21-40 dwelling units/acre. As this Project proposes 32.8 dwelling units/acre, it is consistent with both the intended land use of the general plan and the relevant density requirement.

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

a. *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 Project is consistent with this policy as it includes attractive four-story residential buildings in close proximity to the future Milpitas BART Station. The Project also includes significant streetscape improvements enabling and encouraging pedestrian and bicycle movement throughout the Trade Zone/Montague Subdistrict, with connections to the BART and Light Rail transportation hubs.

b. *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 Project is consistent with this policy as it has been designed per the adopted design requirements contained in the Transit Area Plan. As demonstrated in subsection D, the Project meets the applicable requirements of the Transit Area Plan, including building setbacks and height, density, parking, open space, landscaping, access and circulation.

D. The Project is consistent with the Specific Plan.

The Project proposes the development of the site in to one four-story building consisting of 40 residential condominium units at a density of 32.8 dwelling units/acre. The Transit Area Specific Plan land use designation applicable to the site (High Density, Transit-Oriented Residential (HD-TOR)) permits residential development at densities of 21 to 40 dwelling units/acre. The Project is thus consistent with the Transit Area Specific Plan use and density requirements. As demonstrated in Table 1, the project also complies with TASP development standards. Landscaping along the streets and greenspace with the development is provided as envisioned by the TASP.

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. UP19-0009:

A. 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 will not be detrimental or injurious to property or improvements in the vicinity, nor to the health, safety or general welfare. The project is consistent with other high density residential projects within the TASP. The condominium project creates housing opportunities and increases the diversity of housing types in the TASP area.

B. The Project is consistent with the Milpitas Zoning Ordinance.

The Project is consistent with the Zoning Ordinance, as the condominium use is conditionally permitted per MMC Table XI-10-4.02-1. The project conforms to all of the development standards set forth by the Zoning Ordinance, as discussed in the Zoning Ordinance consistency discussion set out in support of issuing a Site Development Permit.

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

As stated in the Site Development Permit discussion above, the Project implements the range of uses and the density of development set forth in the Milpitas General Plan.

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

As stated in the Site Development Permit discussion above, the Project implements the range of uses, the density of development and the development standards as set forth in the TASP.

SECTION 6. Affordable Housing Ordinance (Section XII-1-4.00)

The City Council denies the Applicant's request for an exception from the requirement to construct affordable housing units as part of the Project as required by the Milpitas Municipal Code Section XII-1-00, *et seq.* The Applicant has failed to demonstrate that the Project qualifies for such an exception based upon the following findings based on the evidence in the public record for the affordable housing exception request:

A. *The exception requested does not exceed the minimum affordable requirements; and*

The exception requested does not exceed the minimum affordable requirements. The applicant is providing the minimum required fee-in-lieu, which does not exceed the minimum affordable requirements. The affordable housing fund is used to produce very-low, low-, and moderate-income ownership or rental housing in the City. If the applicant were to build six Below Market Rate (BMR) units on site, it would allow six low-income households the opportunity to have permanent housing in the City. Since the applicant has requested to pay the in-lieu fee, those contributions can only be used to assist future developers to build affordable units, and not to subsidize rents in existing low-income housing. Therefore, the exception would further delay the construction of new affordable units in the City and would not exceed the minimum affordable requirements.

B. *The project is not better served with the exception; or*

The record does not demonstrate that the Project is better served with the exception. The applicant argues that social assistance programs are not available within the TASP Trade Zone/Montague Subdistrict. However, on June 12, 2018, City Council approved a 102-unit multifamily affordable housing development with community space and offices for supportive services located at 355 Sango Court. The TASP envisions a Tarob Court connection to Sango Court. This particular development is also located within the TASP Trade Zone/Montague Subdistrict. Therefore, the argument cannot be made that projects should be located near established social services, as the project site is located near a recently entitled project with supportive services.

C. *The community benefits do not exceed the project benefits.*

The record does not demonstrate that the community benefits exceed the project benefits. The project is not providing any identified community benefit to the City. Example of community benefits include contributions to the school district, Fire Department, Recreation Department, etc. A compliant project that meets the development standards of the zoning code is not inherently considered a community benefit, and therefore does not exceed the potential benefit of providing on-site affordable units.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held incorrect, invalid, illegal, or unenforceable, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases or clauses be declared incorrect, invalid, illegal, or unenforceable.

SECTION 8. City Council Approval

The City Council hereby approves Site Development Permit No. SD18-0014, Conditional Use Permit No. UP19-0009, Vesting Tentative Map No. MT18-0004, and Environmental Assessment No. EA19-0002 (subject to the Conditions of Approval attached hereto and incorporated herein as **Exhibit 1**), based on the above findings.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary Lavelle, City Clerk

APPROVED:

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT '1'

CONDITIONS OF APPROVAL
2001 TAROB COURT RESIDENTIAL DEVELOPMENT

SITE DEVELOPMENT PERMIT NO. SD18-0014
CONDITIONAL USE PERMIT NO. UP19-0009
VESTING TENTATIVE MAP NO. MT18-0004
ENVIRONMENTAL ASSESSMENT NO. EA19-0001

GENERAL CONDITIONS

1. General Compliance: The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. **SITE DEVELOPMENT PERMIT SD18-0014, CONDITIONAL USE PERMIT UP19-0009, VESTING TENTATIVE MAP MT18-0004, and ENVIRONMENTAL ASSESSMENT EA19-0002** (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. The Permittee shall develop the site in accordance with the approved Attachments and as modified by these Conditions of Approval.

2. Effective Date: Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the City Council approved this Permit.

3. Acceptance of Permit: Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
    a. Acceptance of this Permit by Permittee; and
    b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.

4. Permit Expiration: Pursuant to Section XI-10-64-06 of the Milpitas Municipal Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Municipal Code, an activity permitted by this Permit shall be deemed to have commenced when the Project:
    a. Completes a foundation associated with the Project; or
    b. Dedicates any land or easement as required from the zoning action; or
    c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

5. Time Extension: Pursuant to Section XI-10-64.07 of the Milpitas Municipal 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)**

6. Project Job Account: If Permittee's project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee's project job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit as applicable, Permittee shall pay in full the Project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit. **(P/E)**

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).

8. Cost and Approval: Permittee shall fully complete and satisfy each and every condition set forth in this Resolution and any other condition applicable to the Project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. **(ALL)**

9. 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 Project is operating under the permits and approvals in this Resolution. **(ALL)**

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. **(CAO/P/E/B)**

11. Indemnification: To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including, but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by Permittee, City and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees and damages, which City incurs in enforcing the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition. 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 Vesting Tentative Map No. MT16-0003, and the balance of the Permit shall be unaffected by Government Code Section 66474.9.

12. Certificate of Insurance: Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.

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.

14. 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.

15. Response to Conditions of Approval: Permittee shall provide a written response to comments upon submittal for building permit application. The responses should clearly indicate how each condition of approval has been addressed in the plans and shall note the appropriate plan sheet. **(P)**

16. 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 buildings requires review and approval by the Fire Department. **(F)**

17. Development in Conformance with Approved Plans: Permittee shall develop the approved Project in conformance with the plans dated July 10, 2019 and approved by the City Council on _____, 2019, in accordance with these Conditions of Approval. Any deviation from the approved site plan, elevations, materials, colors, landscape plan 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 owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. **(P)**

PLANNING CONDITIONS

18. Landscape: All approved landscaping shall be permanently maintained and replaced with substantially similar plant material as necessary to provide a permanent, attractive and effective appearance.

19. Architecture: Permittee shall submit updated Project Architecture depicted on the Building Elevations sheets to the Planning Division, and obtain approval from the Planning Director or Designee prior to Building Permit submittal. Any deviations from approved Project Architecture shall be approved at the sole discretion of the Director of Planning or his/her approved designee

20. Street Lights: Permittee shall provide street lighting along all street frontages subject to the review and approval of the Planning Division. Permittee shall likewise install pedestrian scale lights along all public and private street frontages. The Permittee shall submit a photometric plan to determine appropriate light levels with submittal of on-site improvement plans.

21. Parking: Parking shall be provided as depicted on the Site Plan approved by the City Council and shall consist of the following:

    a. RESIDENT: A total of 64 spaces within the parking garage and on the site.
    b. GUEST: A total of 10 guest spaces are to be provided in the internal driveway and in the parking garage.
    c. COMPACT: 29 of the resident and guest parking spaces will be designated as compact spaces. No additional spaces shall be compact without written approval from the Planning Director or his/her designee.

22. Bicycle Racks: A minimum of ten (10) long-term bicycle parking spaces shall be installed on the site. A total of four (4) short-term bicycle parking spaces shall also be installed on the site.

23. Trees: The project will remove 34 trees and replace with 40 trees, in conformance with the plans approved by City Council on _____, 2019.

24. Public Art Requirement: Permittee shall comply with the City's Public Art Requirements for Private Development, as set forth in Milpitas Municipal Code Section XI-10-14. Fee shall be no less than one-half of one percent of building development costs and shall be payable at time of building permit issuance.

25. Affordable Housing Requirement: Permittee shall comply with the City's Affordable Housing Ordinance, as set forth in Milpitas Municipal Code Section XI-1-3.00. All new residential development projects of ten units or more designed and intended for permanent occupancy shall construct 15 percent of the total number of dwelling units within the development as affordable units, unless otherwise remedied by the City Council.

PLANNING & BUILDING PROJECT-RELATED TASP MITIGATION MEASURES & REQUIRED PROJECT DESIGN FEATURES

Biological Resources (TASP Policy 5.26)

26. Nesting Birds: To mitigate impacts on non-listed special-status nesting raptors and other nesting birds, a qualified biologist will survey the site for nesting raptors and other nesting birds within 14 days prior to any ground disturbing activity or vegetation removal. Results of the surveys will be forwarded to the U.S. Fish and Wildlife Services (USFWS) and CDFG (as appropriate) and, on a case-by-case basis, avoidance procedures adopted. These can include construction

buffer areas (several hundred feet in the case of raptors) or seasonal avoidance. However, if construction activities occur only during the non-breeding season between August 31 and February 1, no surveys will be required. **(P)**

Noise (TASP Policy 5.10))

27. Noise Insulation: Prior to issuance of any building permit, Permittee shall demonstrate that the Project will meet the required 45 dBA maximum interior noise standard.

Air Quality (TASP Policy 5.16)

28. Dust Control Emissions: During the construction of the Project, Permittee shall comply with all of the following:
    a. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas and unpaved roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand or other loose material off the site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day or more often if determined necessary by City Engineer or designee. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 MPH.
    e. All roadways, driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five (5) minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. **(B)**

29. ROG Emissions: Prior to issuance of any building permit, Permittee shall develop, submit and obtain approval from the City of a plan to reduce ROG emissions by 17 percent or greater during the architectural coating phase of the construction. Acceptable measures to achieve this goal include, but are not limited to, using paint that contains 125 grams per liter of VOC or less, the use of pre-fabricated building materials, or a combination of both. The plan shall be implemented as approved by the City. **(B)**

Cultural Resources (TASP Policies 5.34 and 5.35)

30. Archeological Monitoring: Any future ground disturbing activities, including grading, in the Transit Area shall be monitored by a qualified archaeologist to ensure that the accidental discovery of significant archaeological materials and/or human remains is handled according to CEQA Guidelines §15064.5 regarding discovery of archeological sites and burial sites, and Guidelines §15126.4(b) identifying mitigation measures for impacts on historic and cultural resources (see Public Resources Code §§21083.2, 21084.1). In the event that buried remains are encountered, work shall be halted in the immediate area and the Santa Clara County coroner and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. If remains are determined to be of Native American origin, the coroner will then contact the Native American Heritage Commission (NAHC), which will in turn contact the appropriate Most Likely Descendent (MLD). The MLD will then have the opportunity to make a recommendation for the respectful treatment of the Native American remains and related burial goods. **(P/B)**

31. Paleontological Monitoring: All grading plans for development projects involving ground displacement shall include a requirement for monitoring by a qualified paleontologist to review underground materials recovered. In the event fossils are encountered, work in the area shall be halted and the City of Milpitas Department of Planning and Department of Building shall be immediately contacted to determine the nature of the remains and related appropriate mitigation plan. A qualified paleontologist shall evaluate the fossils, and steps needed to photo-document or to recover the fossils shall be taken. **(P/B)**

ENGINEERING CONDITIONS

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)***

32. Modifications: The Site Development Plan dated July 10, 2019 is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.

33. 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.

34. Stormwater Control Plan: Permittee shall submit City approved final Stormwater Control Plan (SWCP) that complies with the latest Municipal Regional Stormwater NPDES Permit, including Low Impact Development (LID) Section C3.c.i.(2)(b) measures for harvesting and reuse, infiltration, or evapo-transpiration, for City's review and approval by the Engineering Department.

35. Photometric Analysis: Permittee shall submit streetlight photometric analysis for City's review and approval by the Engineering Department along Tarob Court and Lundy Place that meet the Illuminating Engineering Society of North America (IESNA), RP8, for roadway and sidewalk lighting standards and City standard design guidelines.

36. Recycle Water Cross-Connection Specialist: In order to comply with the California Code of Regulations Title 17 and 22, and for timely plan approval by the California State Water Resources Control Board/Division of Drinking Water as well as by the South Bay Water Recycling, Permittee must hire a certified cross-connection specialist for their consultation as to irrigation water system design and construction phasing. The name and contact information of the certified cross-connection specialist shall be provided on all landscape submittal plans.

37. 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.

38. Project Job Account/Fee Deposit: Permittee shall open a new PJ account as a deposit to cover the costs for Engineering Department's services for review and inspection of the project. The amount shall be determined based on the public improvement cost estimates as prepared by the Permittee's engineer.

39. Coordination with other Projects: Permittee shall coordinate designs with 1992 Tarob Court subdivision (E-EN18-0056) in advance prior to any plan submittal.

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)***

40. Dedication on the Final Map: Permittee shall dedicate necessary emergency vehicle access easement, public service utility easement, sanitary sewer easement and other public easement(s) deemed necessary for the project.

41. Abandonment/Quitclaim Easements: Permittee shall abandon/quit claim existing easements that are in conflict with or unnecessary for the project.

42. Partial Street Vacation: This project is subject to and contingent upon partial vacation on Tarob Court and Lundy Place.

43. 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.

44. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City's review and approval by the Engineering Department.

45. Utility Company Approval: Permittee shall obtain approval letters from utility companies (PG&E, AT&T, Comcast) for abandonment of existing and dedication of new public service utilities easements.

46. Demolition of Existing Building: Permittee shall demolish existing buildings/facilities that are in conflict with the new property lines.

47. Covenant, Conditions & Restrictions (CC&Rs): Permittee shall provide CC&Rs for City's review and approval for perpetual maintenance of private roadways, private utilities, stormwater management facilities in accordance with a separately recorded Stormwater Management Facilities Operation and Maintenance Agreement. There shall be provisions in the CC&Rs to retain a recycled water site supervisor with annual re-certification report to the City's Public Works Department.

48. 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).

49. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2008-1, and agree to pay the special taxes levied by the CFD 2008-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to 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 nonseverable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 14 notwithstanding.

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)***

50. Public Improvement Design Standards: All public improvements shall be designed and constructed in accordance with all applicable public improvement design standards, including but not limited to:
    a. Milpitas Design Guidelines: (http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/design-guidelines/);
    b. Standard details and specifications: (http://www.ci.milpitas.ca.gov/milpitas/departments/engineering/standard-details-and-specifications/);

c. Transit Area Specific Plan design guidelines: (http://www.ci.milpitas.ca.gov/_pdfs/engDesignGuidelines/en_dg_vi_transitAreaSpecific.pdf); and
d. Americans with Disabilities Act (ADA) requirements, where applicable.

51. Sanitary Sewer Calculations: Permittee shall submit a completed "Sewer Needs Questionnaire" form and sanitary sewer calculations to justify lateral size design, allocation of discharge for each of the lateral, and impact to the existing main. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

52. 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.

53. Domestic Water and Fire Service Calculations: Permittee shall submit potable water and fire service calculations to confirm adequacy of lateral size, pressure and flow, to be reviewed and approved by the Engineering Department and Fire Department. Hydraulic modeling analysis by the City and paid by the Permittee may be required as needed. Permittee shall be responsible to implement any necessary improvements if there is any identified deficiency to the existing main as a result of the project.

54. Specific Improvements: In addition to standard public improvements required under Milpitas Municipal Code (MMC) Title XI, Chapter 1, Section 7, Permittee shall install other specific improvements listed below including incidental improvements as required by the City as part of the encroachment permit.
    a) Installation of separate water service tap and meter for each of the following services: residential, irrigation, and fire.
    b) Installation of separate utility service lines (domestic water, fire service, sanitary sewer) for residential.
    c) Installation of radio-transmitted water meters with a meter antenna, any repeaters or transmitters as needed with dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/maintenance/repair/replacement of subject radio antenna.
    d) Provide 2" grind and overlay with base repair of existing asphalt pavement to the centerline of the street along the Tarob Court and Lundy Avenue project frontage to the City Engineer's satisfaction.
    e) Street taper design along the Tarob Court project frontage shall be to the City Traffic Engineer's satisfaction.
    f) Installation of new street trees along the project frontage. The locations, spacing of trees and tree species shall be in compliance with applicable City standards and details.

55. 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.

56. Relocation and Adjustment of Existing Public Utilities: Permittee shall relocate and/or adjust existing public utilities as needed that are in conflict with the proposed improvements.

57. Water Service Agreement: Permittee shall complete a water service agreement to obtain water service.

58. Encroachment Permit: Prior to any work in the public right-of-way and/or public easement, obtain an encroachment permit with insurance requirements for all public improvements including a traffic control plan per the latest California Manual on Uniform Traffic Control Devices (MUTCD) standards to be reviewed and approved by the Engineering Department.

59. Pothole Encroachment Permit: Due to multiple new utility service connections along the project frontage, Permittee shall pothole and verify all potential utility crossing conflict as part of the public improvement plan during the design stage.

60. Permittee shall relocate the existing 12" water main along the Tarob Court project frontage. The permittee shall connect the new 12" water main to the existing 12" water main at both ends per City standards and install per backbone guidelines. The existing water main shall be abandoned per the City's Abandonment Notes and to the City Engineer's satisfaction.

61. Permittee shall upsize the existing 15" storm drain to 24" HDPE from the existing manhole within the 20' Public Utility Easement as shown on parcel map in book 431 of maps at pages 2 and 3, to the point of connection on Tarob Court.

62. Permittee shall abandon and remove the existing 6" sanitary sewer line within the 20' Public Utility Easement as shown on parcel map in book 431 of maps at pages 2 and 3. Existing service to 1971 Tarob Court (APN 086-36-033) and existing sewer main within the easement downstream of said service shall remain to continue to serve 1971 Tarob Court. The Permittee shall communicate and coordinate with adjacent property owners of 1971 Tarob Court declaring work on the sanitary sewer line serving 1971 Tarob Court.

63. A new 8-inch recycled water main line shall be installed along the City's Preferred Alignment, as described below, or an alignment the City identifies as the most feasible route for the recycled water main line. The City's Preferred Alignment is, connect to the existing recycled water main line on Tarob Court extending, at a minimum, to the point of future irrigation connection for 2001 Tarob Court.

    The Permittee agrees to fulfill the requirement of installing a new recycled water main line by completing one of the following options at the City's discretion:

    a. If an alignment has not been installed by another party at the time of Building Permit issuance, the Permittee and the City shall enter into a reimbursement agreement to reimburse the permittee for the design and construction of the portion of the new recycled water main line that exceeds the property frontage length of 230 linear feet.
    b. If the recycled water main is under construction or the construction of the recycle water main has been completed, by another party, at the time of Building Permit issuance, the permittee shall pay the City for the cost of design and construction equivalent to the property frontage length, measured to be 230 linear feet. The cost of design and construction shall be based upon a licensed Civil Engineer's cost estimate, approved by the City.
    c. If the installation of a new recycled water main line is determined to be infeasible by the City, the permittee shall pay the City for the cost of design and construction equivalent to the property frontage length, measured to be 230 linear feet for the City's use to fund the City's preferred future recycled water improvements which the City will design and install at a later time. The cost of design and construction shall be based upon a licensed Civil Engineer's cost estimate, approved by the City.

64. Permittee shall obtain approval and encroachment permit from the City of San Jose for work on the City of San Jose manhole due to realignment of the curb. Permittee shall comply with City of San Jose design requirements and submit offsite plans to the City of San Jose for their review and approval of improvements impacting City of San Jose Infrastructure.

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. (**NOTE**: Pursuant to Density Bonus approval, standard conditions regarding the reconstruction of the street and the upgrade of stormwater requirements have been requested as regulatory concessions, and therefore do not apply to this project). **(E)***

65. Final Map Recordation: Permittee shall record the final map.

66. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.

67. 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).

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. The subject O&M Agreement shall be referenced in the CC&Rs, if applicable.

69. 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.

70. Recycle Water Approval: Permittee shall use recycled water for landscape irrigation purpose, except for the interior courtyard/podium areas within the building footprint where the potable water shall be used for irrigation. Permittee shall comply with California Code of Regulations (CCR), Title 22, Division 4, Chapter 3, titled *"Water Recycling Criteria"*, CCR, Title 17, Division 1, Chapter 5, Subchapter 1 titled *"Drinking Water Supply"* and all other recycled water regulations as listed under the publication titled *"California Department of Public Health Regulations Related to Recycled Water June 18, 2014"*. Permittee shall obtain approval from the California State Water Resources Control Board/Division of Drinking Water, South Bay Water Recycling and the City for recycled water design, including but not limited to on-site irrigation design, based upon South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. All landscape plants shall be compatible with recycled water.

71. 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.

72. 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.

73. 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:
    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.

74. 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.

75. 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.

76. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "g" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment.
    a. Transit Area Specific Plan fee at $32,781/unit for residential uses. Based on approval for development of 40 units, the estimated Transit Area Specific Plan Development Impact Fee for this project is $1,311,240 ($32,781/unit x 40 units). TASP fees shall be paid prior to Building Permit Final.
    b. Parkland:
        1. The project is required to dedicate 0.35 acres of parkland, equivalent to $971,841.02 fees-in-lieu.
        2. The park portion of the TASP fee is valued at $600,548, equivalent to 0.22 acres. This will be applied to the project parkland requirement.
        3. The applicant will receive credit for 0.13 acres of private recreation space on site. Upon demonstration of provision of this private recreation space to the satisfaction of the Direction of Planning or his/her designee, no additional parkland fees will be due, per table below.

2001 Tarob Court Unit Count	40
2001 Tarob Court Population Estimate	97 persons
TASP Parkland Requirement	3.5 acres/1,000 people or equivalent fees-in-lieu
PARKLAND ACREAGE DUE/FEE EQUIVALENT	**0.35 acres/$971,841.02**
Amount Satisfied Through TASP Fees (Acreage/Dollars)	**0.22 acres/$600,548**
REMAINING DELTA TO BE SATISFIED (Acreage/Dollars)	**0.13 acres/$371,293.02**
Private Recreation Acreage Approved by City	0.13 acres
TOTAL ACREAGE/FEES PROVIDED	**0.26 acres**
REMAINING ACREAGE/FEE REQUIREMENT TO BE MET	**0.0 acres/$0**

BALANCE OF PARKLAND ACREAGE/FEES DUE	**0.0 acres/$0**

c. Storm water connection fee at $16,771/acre for residential.
d. Water connection fee at $1,164/unit for residential, based upon increased water usage.
e. Sewer connection fee at $1,406/unit for residential, based upon increased average wastewater flow.
f. 2.5% of applicable fees in accordance with City Resolution No. 7590 as Permitting Automation Fee.
g. FEMA Flood Zone Designation Letter fee in the amount of $100.00 each.

77. Building foundations adjacent to public utilities shall be designed to be self-supporting such that the building weight is not required to be supported during shoring and excavation of adjacent utilities. If any project building is located next to a City easement, the City is not responsible for any foundation damage that would occur due to excavating in the event of servicing or repairs in that easement.

78. All domestic, irrigation, and fire water services serving the site shall have at least a reduced pressure backflow preventer.

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)***

79. 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.

80. On-site Recycle Water Coordination: Permittee's cross-connection specialist shall coordinate the phasing of the construction; facilitate the cross-connection testing in order to minimize the impact for occupied buildings during cross-connection testing; sign-off before the water meter set; coordinate on-site construction inspection; complete the site inspection; fill out required paperwork/questionnaire; and provide them to the City for forwarding to South Bay Water Recycling.

81. 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.

82. 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.

83. Water Shut-down Plan: Permittee shall provide a water shut-down plan at least seven days in advance of the shut-down in coordination with the Engineering Inspector, and notify affected property owners/tenants when cut-in tee(s) is/are required.

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.*

84. Completion of Public Improvements: Permittee shall complete all public improvements, including but not limited to frontage improvements along Tarob Court and Lundy Avenue, as shown on City approved plans.

85. 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.

86. 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.

87. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.

88. Certificate of Cross-Connection: Permittee shall ensure that the cross-connection specialist complete the required recycled water construction inspection checklist, cross connection test results and any special inspection checklist as required by the South Bay Recycling Program http://www.sanjoseca.gov/index.aspx?NID=1595 and forward them to the City.

89. Record Drawings: Permittee shall submit record drawings in AutoCAD, Tiff, and PDF formats for City records. Record drawings shall include all public improvements. Additionally, if the project uses recycled water, the permittee shall also submit record drawings of on-site irrigation facilities.

90. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

91. Backflow Devices: All backflow preventer devices shall be tested by a certified backflow tester, and results of the test shall be submitted to the City before going into service.

FIRE CONDITIONS

*The plans approved by City Council are **not** building plans and have not been reviewed nor approved for conformance to the California Building Code (CBC), California Fire Code (CFC) and the Milpitas Municipal Code (MMC). Do not consider the plan set approved by City Council as final building plans approved by the Fire Department. Building plans **must** be submitted for review and approval before construction is to commence. The following notes are a general list of the applicable code requirements (2016) and are provided to assist with the building permit process. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met in advance of any building permit approvals or related construction. Note, Jan. 01, 2020, new CA Building Codes go into effect.*

92. Technical Assistance: To determine the acceptability of technologies, processes, products, facilities, materials, and uses attending the design, operation or use of a building or premises subject to inspection by the Fire Code Official, the Fire Code Official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion(s), plan review(s) and/or report(s). CFC Section 104.7.2

93. Electronic documents: The Fire Code Official may require electronic base documents for all construction documents and operational permits. The Fire Code Official shall designate the software base format for the electronic documents. CFC Section 105.4.2.2, added by MMC Section V-300-2.11

94. Fire Department Emergency Key Box (aka: Knox Box, Knox Locks, Knox Electric Switches, etc.): The Fire Code Official is authorized to require a key box(es) to be installed in an approved location(s) if necessary for life-saving or fire-fighting purposes. Quantity and location shall be as directed by the Fire Code Official. CFC Section 506. In addition to the building, locked mechanical closets, fire alarm closets, sprinkler riser closets, etc. may need a Fire Dept. approved "Knox" key box.

95. Emergency Responder Radio: A Fire Department approved emergency responder radio coverage system shall be provided. CFC Section 510, MMC V-300-2.57

96. Standby Power for Elevators. Elevators shall be provided with standby power. CFC Section 1009.4

97. Two Way Communication. A tow-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator or bank of elevators on each accessible floor that is one or more stories above or below the level of exit discharge. CFC Section 1009.8

98. Fire Safety: Fire safety during construction, alteration or demolition of the building shall meet the requirements of Chapter 33 of the California Fire Code and the Standards for Construction Site Fire Safety (un-024) by "unidocs" organization (http//:www.unidocs.org). A Construction Site Fire Safety plan shall be submitted to the Milpitas Fire Prevention Division for review and approval prior to the start of combustible construction. CFC Chapter 33

99. Access Control Devices: When access control devices including bars, grates, gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to the building, are installed, such devices shall be approved by the Fire Code Official. All access control devices shall be provided with an approved means for deactivation or unlocking by the fire department. Access control devices shall also comply with Chapter 10 Egress. CFC Section 504.6, added by MMC Section V-300-2.51

100. Fire Department Access: Fire Department apparatus and staff access shall be provided to all buildings and site. Detailed review will be done during construction permit process. CFC Section 503
    a. Minimum Number of Fire Apparatus Access Points: A Minimum of two independent and approved (approved by the Fire Code Official) means of fire apparatus access shall be provided for the site. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760 m^2) shall be provided with at least two means of fire apparatus access for each structure. International Fire Code, Section D104.1, adopted and amended by MMC V-300-2.143
    b. Turning Radius: Fire apparatus access roads shall meet the Milpitas Fire Department turning radii guidelines and shall provide continuous apparatus travel. Turning radii for fire apparatus access roads shall be a minimum net clearance of 48 feet 6 inches for the outside radius and 28 feet 0 inches for the inside radius. The layout for the outside and the inside radius shall be from the same reference point (center). CFC Section 503.2.4
    c. Fire Apparatus Clearance: Fire apparatus access roads shall provide a minimum clear width of 26 feet. This requirement is for the use and function of a fire ladder apparatus. International Fire Code, Appendix D, Sections D103.1 and D105.2, adopted and amended by Milpitas Municipal Code. MMC V-300-2.142 and 2.145
    d. Timing of Installation and Serviceability of Fire Protection Elements: When fire apparatus access roads or a water supply for fire protection is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. Combustible construction shall not begin until water mains and hydrants are operational and fire apparatus access roads are installed (paved, or other acceptable Fire Department roads that are weather resistive and able to meet the fire apparatus requirements). CFC Section 501.4
    e. Fire Apparatus Access: Fire apparatus access shall extend to within 150 feet of all portions of exterior walls of the building/structure per the California Fire Code Section 503.1.1. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.
    f. Adjacent Access Rights: No source of access from lands adjoining a property to be developed shall be considered fire apparatus access roads, unless there is obtained the irrevocable and unobstructed rights and recorded as an ingress/egress access easement with the Country of Santa Clara. CFC Section 503.7, added by MMC V-300-2.48
    g. Fire Access Road Materials and Load Bearing Requirements: Fire access roads shall be paved (concrete and/or asphalt cement, or other concrete type pavement approved by the Fire Dept.). Fire apparatus access roads/lanes and emergency vehicle roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather capabilities. Design criteria shall be based on the City of Milpitas fire apparatus Sutphen S95 Aerial Platform unit. Please contact the Fire Prevention Division for specifications. CFC Section 503.2.3

h. Obstruction of Fire Access: Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4

i. Emergency Vehicle Access (EVA): EVA roads, when required, shall meet the fire department site access requirements. CFC Section 503.

j. Marking of Fire Access Roads. The required access road shall be designated and clearly marked as a fire lane. The designated fire lane shall be identified as set forth in Section 22500.1 of the Vehicle Code. The designation shall be indicated (1) by a sign posted immediately adjacent to, and visible from, the designated place clearly stating in letters not less than one inch in height that the place is a fire lane, (2) by outlining or painting the place in red and, in contrasting color, marking the place with the words "FIRE LANE", which are clearly visible from a vehicle, or (3) by a red curb or red paint on the edge of the roadway upon which is clearly marked the words "FIRE LANE". CFC Section 503.3. Minimum marking shall be pole signage and red curb with "FIRE LANE" stencil. Signage and red curbs shall be done throughout and as needed to clearly identify the no parking zones.

Minimum marking shall be (1) pole signage and (3) red curb with "FIRE LANE – CVC 22500.1" stencil.

k. Buildings with Courtyards. Fire access shall be provided to enclosed courts for firefighting and rescue operations. Each court shall be designed to provide readily accessible method of bring a fire department ground ladder (36' long) into the courtyard. Please anticipate and accommodate personnel carrying ladder. CFC Section 102.9

l. Building Setbacks: Building/structure set back, proximity to fire access roads. At least one of the required access routes meeting the Fire Dept. conditions shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to the entire side of the building. 2016 International Fire Code, Section D105.3, adopted by MMC Section V-300-1.01

m. Site Design Changes: The Fire Department reserves the right to request site design changes as needed to meet the requirements of the CFC, and/or make the request for additional fire protection measures in conformance with the CFC Section 102.9.

101. Fire Protection Water Supply (Hydrants, On-site and/or Public): An approved water supply (hydrants on-site and/or public) capable of supplying the required fire flow for fire protection shall be provided upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply shall meet the Fire Code and the City of Milpitas Engineering Division water supply guidelines and the CFC Section 507, Appendix B and Appendix C. Note, the Civil plans submitted under this Planning review are not approved for construction.

a. Water System Calculations: Private fire service mains and appurtenances shall be designed and installed in accordance with the City of Milpitas Engineering design guideline requirements and the NFPA 24. Design calculations and all the necessary design information for the water system to meet the domestic and fire flow requirements as per the City of Milpitas Engineer Division water design requirements shall be provided as part of the construction permit process. CFC Section 507.

The minimum water flow at the worst case hydrant outlet within the private system shall be not less than 3,000 gpm.

b. Fire Hydrant Location: The location and quantity of hydrants will be evaluation during the construction permit process. This applies to the on-site private streets as well as to the public streets. CFC Section 507.5

c. Hydrant for Automatic Fire Sprinkler/Standpipe Systems: Buildings equipped with an automatic fire sprinkler system and/or a standpipe system installed in accordance with Sections 903 and or 905 shall have a fire hydrant within 50 feet of the fire department connections. CFC Section 507.1.1, amended by MMC Section V-300-2.53

d. Private Hydrant Requirements: Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color. CFC Section 507.5.7, added by MMC V-300-2.54.

e. No Parking in Front of Hydrants: No parking is permitted in front of fire hydrants. Hydrants located on streets (Public or Private Street) shall have an unobstructed clearance of not less than 30 feet per CA Vehicle Code 22514

102. Automatic Fire Sprinkler System for Structures:
   a. Automatic Fire Sprinkler. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 Standards. Note, system type will depend on building/structure "construction type" analysis. California Fire Code Section 903
   b. Sprinkler Valves: All valves controlling the water supply for the automatic sprinkler system shall be electrically supervised by a listed fire alarm control unit. CFC 903.4
   c. Fire Riser Location. The fire sprinkler system riser shall not be located within electrical rooms or storage closets and shall be provided with clear access and working clearance. California Fire Code Section 903.3.5.3, added by MMC Section V-300-2.65
   d. Sprinkler Design. Hydraulic design for the automatic fire sprinkler system shall provide a minimum of 20% safety margin. CFC Section 903.3.5.6, MMC V-300-2.68

103. Requirements for Fire Service Water Laterals for Building Sprinkler Systems: Each building shall have a fire service water laterals for the automatic fire sprinkler system and shall meet the California Fire Code requirements Chapter 9 and the NFPA applicable Standards. Note that the utilities drawings provided are not reviewed nor approved for construction. CFC Section 912.1
   a. FDC/PIV (fire department connection/post indicating valve) Location(s). The location of the fire department FDC's/PIV's shall be at a readily visible and accessible location off the fire access road and approved by the Fire Code Official. FDC's/PIV's shall not be located behind parking stalls nor behind any other obstruction. Final review for location for the FDC's/PIV's will be conducted during the construction permit process. CFC Section 912.2
   b. FDC/PIC Signage. A metal sign with raised letters at least 1 inch in size shall be mounted on all fire department connections. Signage shall be reflective, weather resistive and approved by the Fire Code Official. CFC Section 912.5
   c. Buildings equipped with an automatic fire sprinkler system and or a standpipe system installed in accordance with Section 903 and or 905 of the CA Fire Code shall have a fire hydrant within 50 feet of the fire department connections. CA Fire Code Section 507.5.1.1 Added by MMC V-300-2.53
   d. Fire Service Water Lines: Service water supply laterals for the sprinkler systems and the on-site fire hydrants shall be independent of each other. NFPA 13, Chapter 24
   e. Backflow Protection. Potable water supply to the automatic sprinkler and/or the standpipe systems shall be protected against backflow as required by the Health and Safety Code section 13114.7 and the City of Milpitas Utilities Engineering Division. CFC Section 912.6
   f. Water Drainage. All new installations of sprinkler systems shall preclude sprinkler test and system drain water from discharging into the storm drain; provisions to direct water to the sanitary sewer or landscape or other approved means shall be provided. Sprinkler system design shall include the proposed method for drainage of sprinkler system discharge. Storm Water Pollution Regulations.

104. Fire Alarm System, R-2 Occupancy: A fire alarm system and smoke alarms shall be installed in Group R-2 Occupancies as required in Sections 907.2.9.1 through 907.2.9.4. CFC Section 907.2.9
CFC Section 907.2.9.1 - Manual Fire Alarm System
CFC Section 907.2.9.2 - Smoke Alarm (in accordance with 907.2.11)
   a. Manual Fire Alarm System: A manual fire alarm system that activated the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies. CFC 907.2.9.1
   b. Smoke Alarm, R-2 Occupancy: R-2 Occupancy, listed single and multiple-station smoke alarms complying with UL217 shall be installed in accordance with Sections 907.2.11.2 through 907.2.11.6 and the NFPA 72. CFC Section 907.2.11

c. Visible Alarm Notification: For Group R-2 required by Section 907 to have a fire alarm system, all dwellings units and sleeping units shall be provide with the capability to support visible alarm notification appliances in accordance with NFPA 72. CFC 907.5.2.3.3
d. Fire Alarm Zones: Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.3 and 907.6.4.
e. Fire Alarm Panel: Fire alarm panel (or fire alarm annunciator panel) shall be located in a readily accessible location and shall be provided with the necessary access and working clearance as required by the CA Electrical Code. CFC Section 907.6.4.1.1
f. Fire Alarm Monitoring: Fire alarm monitoring (approved supervising station - UL, or FM approved). Fire alarm systems required by the Fire Code or by the California Building Code shall be monitored by an approved supervising station in accordance with the NFPA 72. CFC Section 907.6.6

105. Building/Structure Other Requirements:
a. Stairs to Roof: All stairs shall run up to the roof. The fire code official shall determine the required number and location of stairway(s) to the roof. CFC Section 504.3.1, MMC Section V-300-2.49
b. Roof stairs. When there are roof planes with vertical difference of more than 24" there shall be stairs for access between the different roof planes. The Fire Code Official shall determine the location for the stairs. CFC Section 102.9
c. Roof Guardrails at Interior Courts. Roof openings into interior courts that are bounded on all sides by building walls shall be protected with guardrails. The top of the guardrail shall not be less than 42 inches in height above the adjacent roof surface that can be walked on. Intermediate rails shall be designed and spaced such that a 12-inch diameter sphere cannot pass through. CFC 316.7, added by Milpitas Municipal Code V-300-2.45

Exception: Where the roof opening is greater than 600 square feet in area.
d. Premises Identification: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters and shall be consistent with Milpitas standardized addressing guidelines. CFC Section 505. The Fire Dept. may require the installation of address numbers at multiple building locations. CFC Section 102.9
e. Address Illumination: All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.52.
f. Medical Service Elevators. All new passenger service elevators shall meet the medical service elevator requirements in the California Building Code, 2016 Edition, Chapter 30. CFC Section 607.1.1, MMC V-300-2.59
g. Standpipe System: Standpipe system shall be installed in accordance with the California Fire Code Section 905.2 and NFPA 15. When stairs are provided with intermediate landings, the standpipes shall be located at the bottom floor level, at the top floor level and at all intermediate landings. CFC Section 905.4
h. Portable Fire Extinguishers. Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906.

106. Electrical Generators:

a. Fuel tank(s) located below grade shall be considered underground tanks in accordance with the California code of Regulations, Title 23, Division 3, Chapter 16 (State Underground Tank Regulations).
b. If the fuel tank system(s) is not to be considered an underground tank, as defined by the underground tank regulations, provide documentation demonstrating compliance with the specified State Water Resource Control Board's Guidance letter LG-165-2.
c. Construction drawings, for the fuel tank, shall be submitted to the City for compliance with the California Fire Code Chapters 27 and 34.

107. Landscape sheets: The proposed landscaping may be impacted by the comments above and the requirements for fire access, fire systems and devices (such as apparatus access, hydrants, fire service lines, fire department connections valves, etc.). The Fire Dept. reserves the right to relocate, delete or change the proposed landscaping when in conflict with fire systems and devices. CFC 507.5.4.

108. Plan Submittal: Complete plans and specifications for all aspects of fire protection systems shall be submitted to the Fire Department for review and approval prior to system installation. CFC Section 901.2

BUILDING CONDITIONS

General

109. Applicable Codes: Applicable codes shall be 2016 California Building Code (CBC), California Mechanical Code (CMC), California Electrical Code (CEC), California Plumbing Code (CPC), Green Building Standards Code (CalGreen), California Energy Code (CEnC) and 2017 Milpitas Municipal Code (MMC).

110. Build It Green/LEED Requirement: Residential portion of the building shall meet Build It Green 50 Green Points or LEED for Homes Certified threshold per MMC sec. II-20-3.01.

111. Licensed Engineer/Architect: 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.

112. Application for New Building Address: Applicant shall apply for new building addresses prior to submitting for a building permit.

113. Occupancy Group Designations: Apartment/Condominium building shall be classified as Group R2 Occupancy per CBC sec. 310 and private garages not exceeding 1,000 square feet as Group U Occupancy per sec. 312. Each private garage shall be separated from other private garage by 1 hr fire barriers and/or 1 hr horizontal assemblies per CBC sec. 406.3.1. Multiple private garages not separated by fire barriers shall be classified as Group S-2 Occupancy per sec. 311.

114. Fire Rating for Apartment Buildings: Apartment/Condominium buildings over 2 stories high shall be one-hour fire-rated minimum (Type V-A) when allowable area increase with sprinkler is used per CBC Table 504.4.

115. Allowable Building Area: Allowable building area for the building shall be as per CBC Table 506.2.

116. Exterior Wall Openings: The maximum area of protected and unprotected openings in exterior walls shall comply with CBC sec. 705.8.

117. Separating Units Requirements: Wall and floor separating units in the same building and separating units from other occupancies are required to be one-hour fire resistive construction per CBC sec. 420, 708 and 711.

118. Apartment Building Considered Separate and Distinct: Apartment/condominium building shall be considered as separate and distinct buildings for the purpose of determining area limitations, continuity of fire walls, limitation of number of stories and type of construction where it is separated from Group S-2 garage by 3-hour fire rated horizontal assembly, garage is not more than one story above grade and of Type I-A construction as per CBC sec. 510.2.

119. Required Separation in Residential Building: Required separation in buildings between dwellings and private garages shall be as per CBC sec. 420.2 and 420.3.

120. Required Separation in Residential Building: Required separation in buildings with mixed occupancies shall be per CBC sec. 508

121. Corridor Fire Rating: Corridor with occupant load over 10 shall be one-hour rated with 20-minute doors leading to it per CBC sec. 1020.1.

122. Minimum Number of Exits: Minimum no. of exits shall be provided per CBC Table 1006.3.1 and the exits provided shall comply with CBC sec. 1022 through 1027. The required number of exits from any story shall be maintained until arrival at grade or public way per CBC sec. 1006.3.1. Elevator shall not be used as a component of a required means of egress per CBC sec. 1003.7, except elevators are used as an accessible means of egress in accordance with sec. 1009.4.

123. Required Egress: At least one required accessible means of egress shall be an elevator complying with CBC sec. 1009.4 in buildings where a required accessible floor is four or more stories above or below a level of exit discharge per sec. 1009.2.1.

124. Two-Way Communication System: Two way communication system is required at elevator landing on each accessible floor that is one or more stories above or below the story of exit discharge per CBC sec. 1009.8.

125. Exit Stair Enclosures: Exit stair enclosures shall not provide exit through corridor as per CBC sec. 1022.1, but shall extend to exterior of the building with an exit passageway.

126. Mezzanines: Mezzanine in the upper units shall be considered a story if it does not meet requirements of CBC sec. 505.2

127. Carbon Monoxide/Smoke Detectors Required: In the dwelling units, provide carbon monoxide detectors and smoke detectors per CBC sec. 915 and 907.2.11.

128. Escape Window Location: Escape bedroom windows below the 4th floor shall open into a public street, yard or exit court that opens to a public way as per CBC sec. 1030.1.

129. Exit Courts: Exit from exit courts shall not reenter exit access as per CBC sec. 1028.1 and sec. 1028.5

130. Exit Courts: Required exit courts to which escape bedroom windows open, shall be provided with exiting as per CBC sec. 1028.1.

131. Elevator Enclosure: Elevator shall be enclosed in a shaft enclosure per CBC sect. 713.2 and 713.4.

132. Elevator Hoistway Opening: Elevator hoistway opening shall be protected and enclosed within a shaft enclosure per CBC 3006.2 and 712.1.1.

133. Elevator Hoistway Door Opening: Elevator hoistway door opening shall be protected per CBC 3006.3.

134. Elevator Lobby Sign: Elevator lobby identification signs shall be provided at any door with direct access to an enclosed elevator lobby at landings in interior exit stairways where two or more doors lead to the floor level per CBC 1023.10.

135. Interior Stairway Enclosure: Interior stairway shall be enclosed per CBC sec. 1023.2.

136. Roofing Material: Roofing material shall be as per CBC Table 1505.1.

137. Exit Doors: Doors in a room with occupant load of 50 or more persons shall swing in the direction of exit per CBC sec. 1010.1.2.1. Exit doors from assembly occupancy shall be provided with panic hardware per sec. 1010.1.10.

138. Exit Signs: Provide exit signs and tactile exit signs when two exits are required per CBC sect. 1013.1 and 1013.4.

139. Building Occupancy Frontage: Buildings that house Group A Occupancy shall front directly on or discharge to a public street not less than 20 feet in width per sec. 1029.2 and 1029.3. The main entrance to the building shall be located on a public street or on the exit discharge.

140. Occupant Load: Occupant load factor for assembly and multi-use room without fixed seats, including clubhouse, common use deck area, courtyard, etc., shall be 1 occupant per 7 sq. ft per CBC Table 1004.1.2.

141. Exit Enclosure: Exit enclosure in building less than four stories in height shall be one-hour fire-resistive construction per CBC sec. 1023.2.

142. Exit Enclosure: Exit enclosure in building four or more stories in height shall be two-hour fire-resistive construction per CBC sec. 1023.2.

143. Stairways: In buildings four or more stories in height, one stairway shall extend to the roof surface through a penthouse complying with CBC sec. 1510.2, unless the roof has a slope steeper than 4:12 per CBC sec. 1011.12. In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 sq ft with a min. dimension of 2ft and accessed by an alternating tread device, ship ladder or a permanent ladder.

144. Exterior Openings: Exterior openings required for natural light shall open directly onto a public way, yard or court as set forth in CBC sec. 1205.1.

145. Egress Balconies: Egress balconies shall comply with CBC sec. 1021.

146. Egress Courts: Egress courts shall comply with CBC sec. 1028.4.

147. Acoustical Report: Provide acoustical report to determine sound insulation requirements for at least exterior walls. Interior sound insulation shall be as per CBC sec.1207 or as per acoustical report.

148. Ventilation Requirements for Dwelling Units with Non-Openable Windows: Dwelling units, which has non-openable windows as required by acoustical report shall be provided with mechanical ventilation per CBC sec. 1203.1 and CMC sec. 402.3. As per City policy BDP-ME05, City does not allow the use of exhaust only fans to achieve the fresh outside air requirement through infiltration.

149. Ventilation Requirements for Studio Units: In studios, natural light and ventilation for sleeping areas shall meet requirements per CBC sec.1203.5 and sec.1205.2. Any room is permitted to be considered as a portion of an adjoining room for natural lighting and ventilation purpose where the common wall is open and unobstructed and provides an opening of not less than 1/10 of the floor area of the interior room and not less than 25 square feet per CBC 1205.2.1.

150. Electric Vehicle Charging Stations Requirement: Where 17 or more multifamily dwelling units are constructed on a building site, 3% of the total number of parking spaces provided for all types of parking facilities, but no less than 1, shall be electric vehicle charging stations (EVCS) capable to supporting future electric vehicle supply equipment per CalGreen sec. 4.106.4.2.

151. Electric Vehicle Charging Stations Location: At least one EVCS shall be located in common use areas and available for use by all residents per CalGreen sec. 4.106.4.2.1. Per City Policy No. BDP-BLG17 and CalGreen sec. 4.106.4.2.2, one in every 25 EVCS, but no less than 1, shall be accessible and located on an accessible route. Accessible EV charging parking space shall not be counted as one of the required accessible parking spaces as required by CBC, because the space is allowed to be used by non-disabled people.

152. Solar Ready Requirement: The buildings shall comply with solar ready requirements per CEnC 110.10.

153. Mechanical Duct Location: No mechanical duct shall penetrate exterior walls unless approved by Planning Division.

154. Balconies, Landings and Decks: Balconies, landings, decks, stairs and similar floor projections exposed to the weather shall comply with City Policy No. BDP-BLG40: http://www.ci.milpitas.ca.gov/_pdfs/BLG40_RequirementsforConstructionofBalconies.pdf.

ACCESSIBILITY

155. Site Accessibility Plan: Provide site accessibility plan.

156. Group U Private Garages: Group U private garages, which are accessory to covered multifamily dwelling units shall be accessible as required in CBC sec. 1109A

157. Accessible Parking Provided: People with disabilities accessible parking shall be provided per CBC sec. 1109A.3 (2% shall be accessible of the covered dwelling units). Signage is not required.

158. Accessible Parking Required: Each type of parking shall be accessible as per CBC sec. 1009A.3 and 1009A.4.

159. Accessible Assigned Parking Requirement: If assigned parking spaces are provided for residents, at least 2% of the assigned parking spaces shall be accessible in each type of parking facility per CBC 1109A.4.

160. Accessible Visitor Parking Requirement: If unassigned or visitor parking is provided, a minimum of 5% parking stalls shall be accessible and shall be provided with signage as per CBC sec. 1009A.5.

161. Accessible Parking Location: Accessible parking spaces shall be dispersed and located closest to the accessible entrances and elevators per CBC per sec.1009A.7.

162. Accessible Parking Location: Accessible parking spaces shall be located so that persons with disabilities is not compelled to walk or wheel behind parked cars other that their own as per sec. 1109A.7.

163. Van Accessible Parking for Resident and Guest: One in every eight accessible parking spaces for resident and guest parking shall be " Van accessible ", but not less than one per CBC sec. 1109A.8.6.

164. Van Accessible Parking for Public Parking: One in every six accessible parking spaces for public parking (e.g. retail space or leasing office, etc.) shall be " Van accessible ", but not less than one per CBC sec. 11B-208.2.4.

165. Accessible Routes of Travel: An accessible route of travel shall be provided to all accessible building entrances. At least one accessible route shall be provided from public transportation stop, accessible parking and public street to building entrance per CBC sect. 1110A.1. When more than one route is provided, all routes shall be accessible.

166. Accessibility Signs: Accessibility signs shall be provided at every primary public entrance and at every major junction along or leading to an accessible route of travel and at building entrance that are accessible per CBC, sec. 1110A.2

167. Accessible Access: All primary entrances and required exit doors to building and facilities shall be accessible to people with disabilities per CBC, sec. 1117A.2.

168. Egress Clearance: Exit stairways considered as an accessible means of egress shall be min. 48" clear width between handrails and provided with the area of refuge per CBC sec. 1009.3 unless building is provided with approved automatic fire sprinkler system.

169. Egress Elevator: At least one accessible means of egress shall be an elevator per CBC sec. 1009.2.1 unless building is provided with approved automatic fire sprinkler system and horizontal exit at each floor and approved by Fire Department to exempt this requirement.

170. Accessible Elevators: All elevators shall be accessible per CBC sec. 1124A and at least one shall be medical emergency service elevator as per sec. 3002.4a.

171. Parking Structure Clearances: All entrances to and vertical clearances within parking structures shall have a minimum of 8 feet 2 inches where required for persons with disabilities per CBC sec. 1109.A.8.1.

172. Accessible Means of Egress: Each accessible portion of the space shall be served by accessible means of egress in at least the same number as required by CBC sec. 1006.2 or 1006.3 per sec. 1009.1.

173. Areas of Refuge: Areas of refuge shall be provided with a 2-way communication system between the area of refuge and a central control point per CBC sec. 1009.6.3.

174. Two-Way Communication System: 2-way communication system shall be provided at each elevator landing serving each accessible floor per CBC 1009.8.

175. Accessible Elevators: All elevators shall be accessible as per CBC sec. 1124A, except private elevators serving one dwelling unit.

176. Medical Emergency Service Elevators: All elevators in buildings four or more stories in height (including private elevator) shall be provided with not less than one medical emergency service to all landings meeting the provisions of CBC sec. 3002.4a.

177. Elevator Emergency Operation: If an elevator is considered as part of an accessible means of egress, it shall comply with the emergency operation, signaling device and standby power requirements and shall be accessed from an area of refuge per CBC sec. 1009.4.

178. Accessible Bathing and Toilet Facilities: Bathing and toilet facilities within covered multifamily dwelling units shall comply with CBC sec. 1134A.

179. Maneuvering Clearance: Provide maneuvering clearance at all interior doors per CBC sec. 1132A.5 and at entrance doors and exit doors per CBC sec. 1126A.3.

180. Accessible Kitchens: Kitchens within covered multifamily dwelling units shall comply with CBC sec. 1133A.

181. Bread Board Clear Space: Where bread board is provided in lieu of 30" work surface per CBC 1133A.4 exception, clear floor space shall be provided at each bread board and the clear floor space shall extend min. 19" into the knee and toe space per CBC 1133A.7.

182. Accessible Entrance: Covered multifamily dwellings served by an elevator, including private elevator, shall be designed and constructed to provide at least one accessible entrance on an accessible route per CBC sec. 1106A.1 and the units shall be adaptable and accessible into and throughout the dwelling unit as provided in Division IV per CBC sec. 1128A.

183. Multistory Dwelling Units Without Elevators: Multistory dwelling units without elevator shall comply with CBC sec. 1102A.3.1

PUBLIC AND COMMON AREA

184. Accessible Public-Use Areas: Public use areas shall be accessible per CBC Ch. 11B and common-use areas for residents and their guests shall be accessible per CBC sec. 1127A.

185. Accessible Common Facilities: Fitness center, swimming pools and all common facilities shall be fully accessible to people with disabilities per CBC sec. 1102A.4, sec.1141A and sec.1127A.

ENGINEERING

186. Storm Drain and Sanitary Sewer System: Storm drain and sanitary sewer system shall be gravity system without use of mechanical device.

187. Utility Lines: No utility lines shall cross property lines unless an easement agreement between the properties are recorded with the County and shall be submitted as part of the submittal documents and noted on the plans.

188. Soil Report: A soil report shall be provided when applying for grading, site improvement and building permit.

189. Paving: Paving of driveways and parking lot shall comply with MMC sec. II-13-18.

190. Concrete Flat Work: All non-structural concrete flat work shall be as per MMC sec. II-13-17.05.

191. Erosion and Sediment Control Plan: Erosion and sediment control plan shall be submitted when applying for grading permit as per MMC sec. II-13-10.

192. Recordation of Easements: Prior to issuance of building permit, all the easements including private storm drain easement through adjacent parcels shall be recorded. The developer shall include interim erosion control provisions and schedules in the construction plans for areas, which will not have permanent erosion control features installed (such as landscaping) prior to any occupancy so that erosion and sediment control can be sustained as per MMC sec. II-13-11.

ELECTRICAL

193. New Electrical Services: All new electrical services shall be underground per MMC sec. II-6-2.02.

194. Building Main Services Disconnect: The building main services disconnect shall be located on the first floor level of the building per MMC sec. II-6-2.03.

195. Grounding System: Grounding system shall comply with MMC sec. II-6-2.04.

STRUCTURAL

196. Structural Design Calculations: Provide two complete sets of structural design calculations (vertical and lateral) and five sets of construction plans and details when applying for a building permit. Plans and calculations shall be wet signed and stamped by Civil/Structural Engineer.

LEGEND

P = Planning Department

B = Building Department
E = Engineering Department
F = Fire Department
CAO = City Attorney's Office
ALL = All Reviewing Departments

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.

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

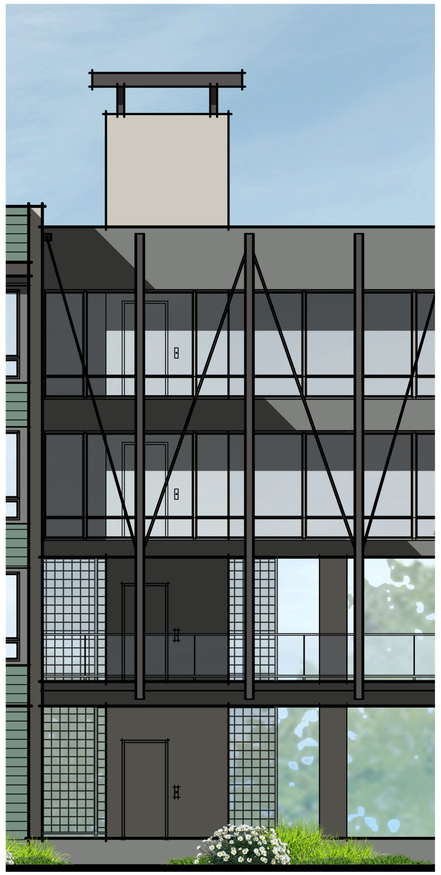
EXHIBIT 2

ADDENDUM TO THE TRANSIT AREA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

2001 TAROB COURT

MILPITAS, CA

MAY 8, 2019 (REVISED: JULY 10, 2019)



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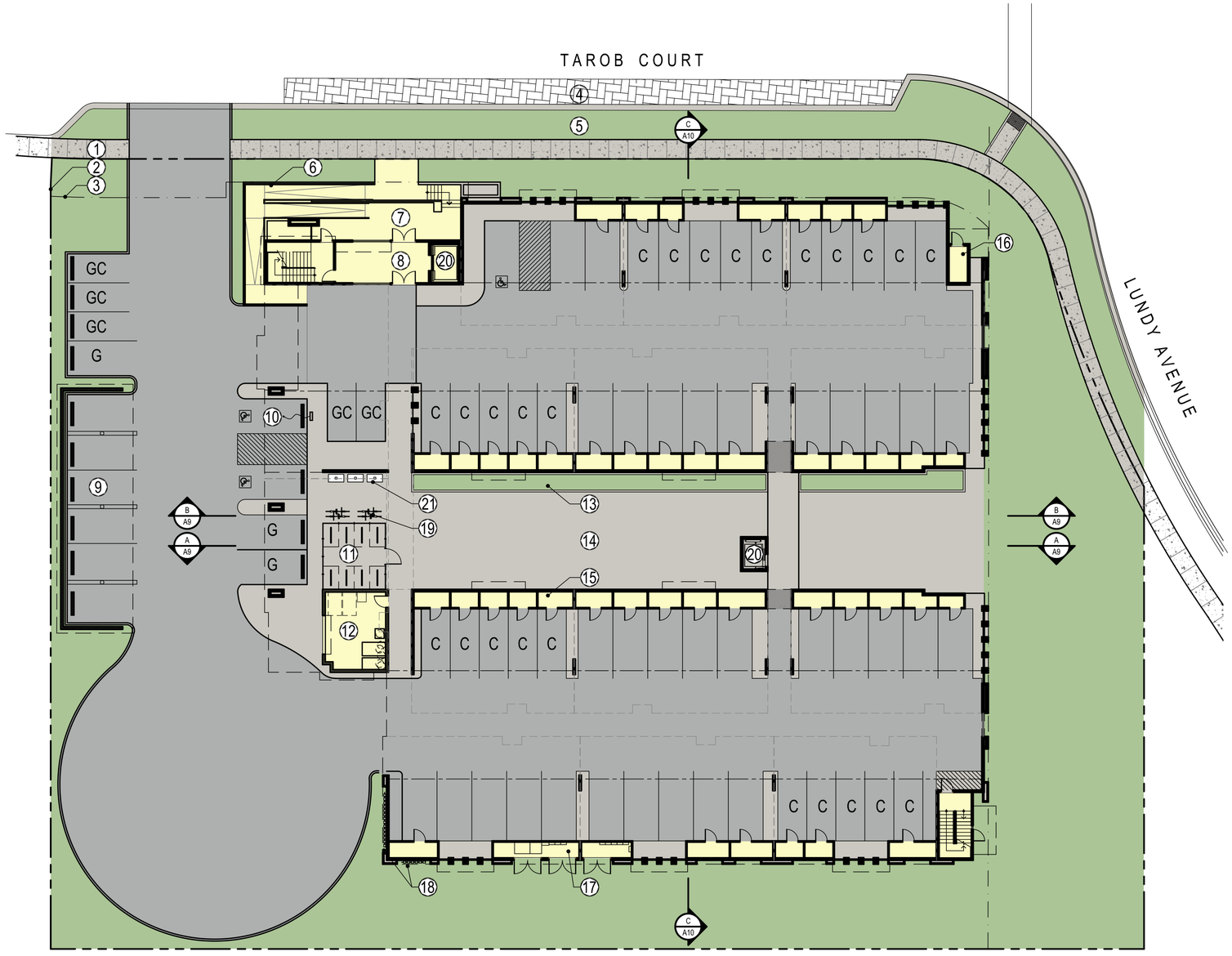
L013 IRRIGATION DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS, GROUND LEVEL & COURTYARD)
L014 IRRIGATION DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS, GROUND LEVEL & COURTYARD)
L015 IRRIGATION DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS, TERRACE)
L016 IRRIGATION DETAILS (PUBLICLY MAINTAINED LANDSCAPE AREAS)
L017 PROPOSED PLANT PALETTE
L018 PLANTING DETAILS (PRIVATELY MAINTAINED LANDSCAPE AREAS, GROUND LEVEL & COURTYARD)
L019 PLANTING DETAILS (PUBLICLY MAINTAINED LANDSCAPE AREAS)

THE TRUE LIFE COMPANIES

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
925.824.4300

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



SITE PLAN

PROJECT DESCRIPTION

4-STORY CONDOMINIUM BUILDING WITH 40 RESIDENTIAL DWELLING UNITS ABOVE GROUND PARKING

ZONING: R3-TOD

BUILDING INFORMATION

UNIT MIX:

PLAN 1 2BR	1,277 SF	15	19,155
PLAN 2 2BR	1,470 SF	3	4,410
PLAN 3 ALT 3BR	1,482 SF	2	2,964
PLAN 3 3BR	1,486 SF	6	8,916
PLAN 4 3BR	1,520 SF	14	21,280
TOTAL UNITS		40	56,725

DWELLINGS:	40
DENSITY (40 DU / 1.22 ACRES):	32.8 DU/AC
NUMBER OF STORIES:	4 STORIES
BUILDING HEIGHT (NOT INCLUDING MECH. SCREENS):	APPROX. 49'
ALLOWABLE BUILDING HEIGHT:	75'
AREA:	
GARAGE	18,220 SF
LIVING	56,719 SF
LOBBIES & CIRCULATION	13,654 SF
COMMON TERRACE & LOUNGE	1,120 SF
UTILITY	697 SF
PRIVATE STORAGE	2,352 SF
TOTAL	92,762 SF

OCCUPANCY GROUPS — R-2 (CONDOMINIUMS), S-2 (PARKING)

CONSTRUCTION TYPE — TYPE V-A SPRINKLERED

PARKING	REQUIRED	PROVIDED
RESIDENTIAL - 40 UNITS AT 1.6 COVERED SPACE EACH	64 SPACES	64
GUEST - 15% OF REQUIRED	10 SPACES	10
TOTAL	**74 SPACES**	**74**

COMPACT & STANDARD SPACES PROVIDED

TOTAL COMPACT (40% ALLOWED)	30 (30 / 74 = 40%)
TOTAL STANDARD	44
TOTAL PROVIDED	**74**

BICYCLE PARKING		REQUIRED	PROVIDED
LONG TERM	1 PER 4 UNITS	10 SPACES	16
SHORT TERM	5% OF PARKING	4 SPACES	4

EV CHARGING STATIONS	**PROVIDED**
ACCESSIBLE CHARGING SPACES	1
EV READY SPACES - LOCATION T.B.D.	3 (MIN.)

PRIVATE STORAGE ROOMS PROVIDED — 43

KEYNOTES

1	SIDEWALK
2	PROPERTY LINE
3	PROPOSED P.U.E.
4	ON-STREET PARALLEL PARKING
5	LANDSCAPING
6	ACCESSIBLE RAMP FROM ENTRY TO SIDEWALK
7	ENTRY TERRACE
8	LOBBY
9	COVERED PARKING - SEE SHEET **A10**
10	ELECTRIC VEHICLE CHARGING STATION
11	BICYCLE STATION - LONG-TERM STORAGE
12	TRASH ROOM - SEE SHEET **A10**
13	WATER TREATMENT PLANTER
14	COURTYARD
15	PRIVATE STORAGE ROOMS, TYP.
16	FIRE RISER ROOM
17	ELECTRICAL CABINETS
18	GAS METERS
19	SHORT TERM BICYCLE PARKING
20	ELEVATOR
21	MAILBOXES
G	GUEST PARKING SPACE
C	COMPACT PARKING SPACE
GC	COMPACT GUEST PARKING SPACE

NORTH

0 4' 8' 12' 16' 32'

2001 TAROB COURT
Milpitas, CA
May 8, 2019 (REVISED: JULY 10, 2019)

ARCHITECTURAL SITE PLAN
A1

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
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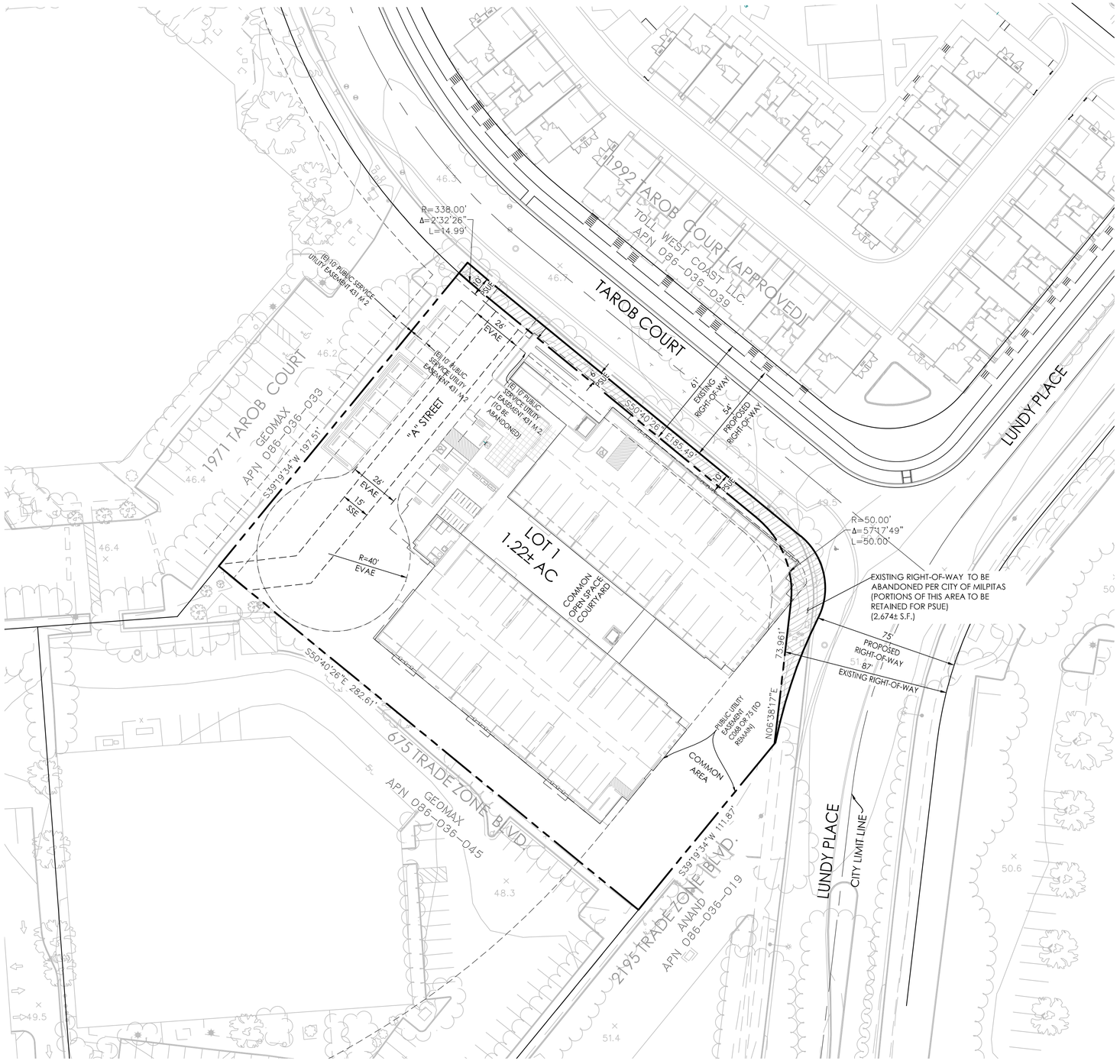
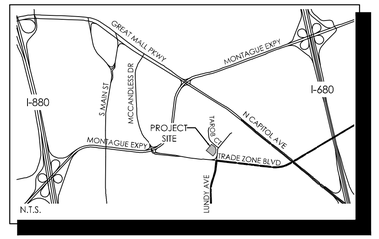


LOCATION MAP



LEGEND

PROPOSED		EXISTING
	PROJECT BOUNDARY	
	RIGHT-OF-WAY	
	EASEMENT LINE	
	CENTERLINE	
	BUILDING	
	HARDSCAPE	
	TREE	
	RIGHT OF WAY ABANDONMENT	

ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FC	FACE OF CURB
PSUE	PUBLIC SERVICE UTILITY EASEMENT
R	RADIUS
R/W	RIGHT OF WAY
SSE	SANITARY SEWER EASEMENT

SHEET INDEX

TM01	VESTING TENTATIVE MAP FOR CONDOMINIUM PURPOSES
TM02	EXISTING CONDITIONS & DEMOLITION PLAN
TM03	PRELIMINARY SITE PLAN
TM04	PRELIMINARY GRADING AND DRAINAGE PLAN
TM05	PRELIMINARY FLOODPLAIN MANAGEMENT PLAN
TM06	PRELIMINARY UTILITY PLAN
TM07	SOLID WASTE/FIRE ACCESS PLAN
TM08	PARKING PLAN
TM09	PRELIMINARY STORMWATER CONTROL PLAN
TM10	CONDITIONS OF APPROVAL
P 1.0	OPEN SPACE EXHIBIT

REGISTERED PROFESSIONAL ENGINEER
KARRIE MOSCA
No. 60815
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

PROJECT NOTES

APPLICANT
THE TRUE LIFE COMPANIES, LLC
12647 ALCOSTA BOULEVARD, SUITE 470
SAN RAMON, CA 94583
CONTACT: LEAH BENISTON PHONE: (925) 380-1699

OWNER
CAROLI CORTESE
3626 NORCROSS CT.
SAN JOSE, CA 95148

ENGINEER/PLANNER
WOOD RODGERS, INC.
4670 WILLOW ROAD, SUITE 125
PLEASANTON, CA 94588
CONTACT: KARRIE MOSCA/PAUL MEUSER
PHONE: (925) 847-1547

PROJECT ADDRESS
2001 TAROB COURT, MILPITAS, CA 95035

ASSESSOR'S PARCEL NO.
086-036-034

AREA
1.22± ACRES GROSS

DENSITY
32.8± DWELLING UNITS/ACRE

NUMBER OF LOTS / UNITS
1 LOT| 40 CONDOMINIUM UNITS

EXISTING USE
INDUSTRIAL

PROPOSED USE
MULTI-FAMILY RESIDENTIAL

EXISTING GENERAL PLAN
MULTI-FAMILY RESIDENTIAL HIGH DENSITY (MFH) 21-40 UNITS/GROSS ACRE

PROPOSED GENERAL PLAN
MULTI-FAMILY RESIDENTIAL HIGH DENSITY (MFH) 21-40 UNITS/GROSS ACRE

EXISTING ZONING
R3 - HIGH DENSITY, TRANSIT ORIENTED

PROPOSED ZONING
R3 - HIGH DENSITY, TRANSIT ORIENTED

PARK DISTRICT
MILPITAS RECREATION SERVICES DIVISION

FIRE PROTECTION
MILPITAS FIRE DEPARTMENT

SCHOOL DISTRICT
BERRYESSA UNION SCHOOL DISTRICT

SEWER
CITY OF MILPITAS

STORM DRAIN
CITY OF MILPITAS

WATER
CITY OF MILPITAS

ELECTRICITY & GAS
PG&E

TELEPHONE
AT&T, COMCAST

CABLE TV
AT&T, COMCAST

FLOOD ZONE
"AO" - FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY SHEET FLOW ON SLOPING TERRAIN); AVERAGE DEPTHS DETERMINED. FOR AREAS OF ALLUVIAL FAN FLOODING, VELOCITIES ALSO DETERMINED.

MAP NUMBER: 06085C0067J

EFFECTIVE DATE: FEBRUARY 19, 2014

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83, AS MEASURED BETWEEN FOUND MONUMENTS IN TAROB COURT. SAID BEARING BEING N50°39'32"W. ALL DISTANCES SHOWN ARE GROUND BASED. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCE BY A COMBINATION FACTOR = 1.0000049802

BENCHMARK
USC&GS BRASS DISK IN TOP OF NORTH END OF WEST HEADWALL WPRR CULVERT CROSSING OF PENITENCIA CREEK, NORTH OF LUNDY ROAD. ELEV=51.880' (NAVD88)

DATUM
NORTHERN AMERICAN DATUM OF 1983 (NAD83), AND CALIFORNIA COORDINATE OF 1983, ZONE 3

CONDOMINIUM MAP
A CONDOMINIUM MAP WILL BE RECORDED FOR LOT 1. THE SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 1350 ET. SEQ. OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND FILED PURSUANT TO THE SUBDIVISION MAP ACT.

DIMENSIONS
ALL DIMENSIONS ARE PRELIMINARY AND SUBJECT TO FINAL SUBDIVISION MAP.

NOTES
1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS.
2. ADDITIONAL EASEMENTS MAY BE NECESSARY ON PRIVATE LOTS, SUCH AS PUBLIC SERVICE EASEMENTS FOR JOINT TRENCH FACILITIES. ADDITIONAL EASEMENTS WILL BE ADDED TO THE FINAL MAP.

2001 TAROB COURT
Milpitas, CA
May 8, 2019

VESTING TENTATIVE PARCEL MAP FOR CONDOMINIUM PURPOSES

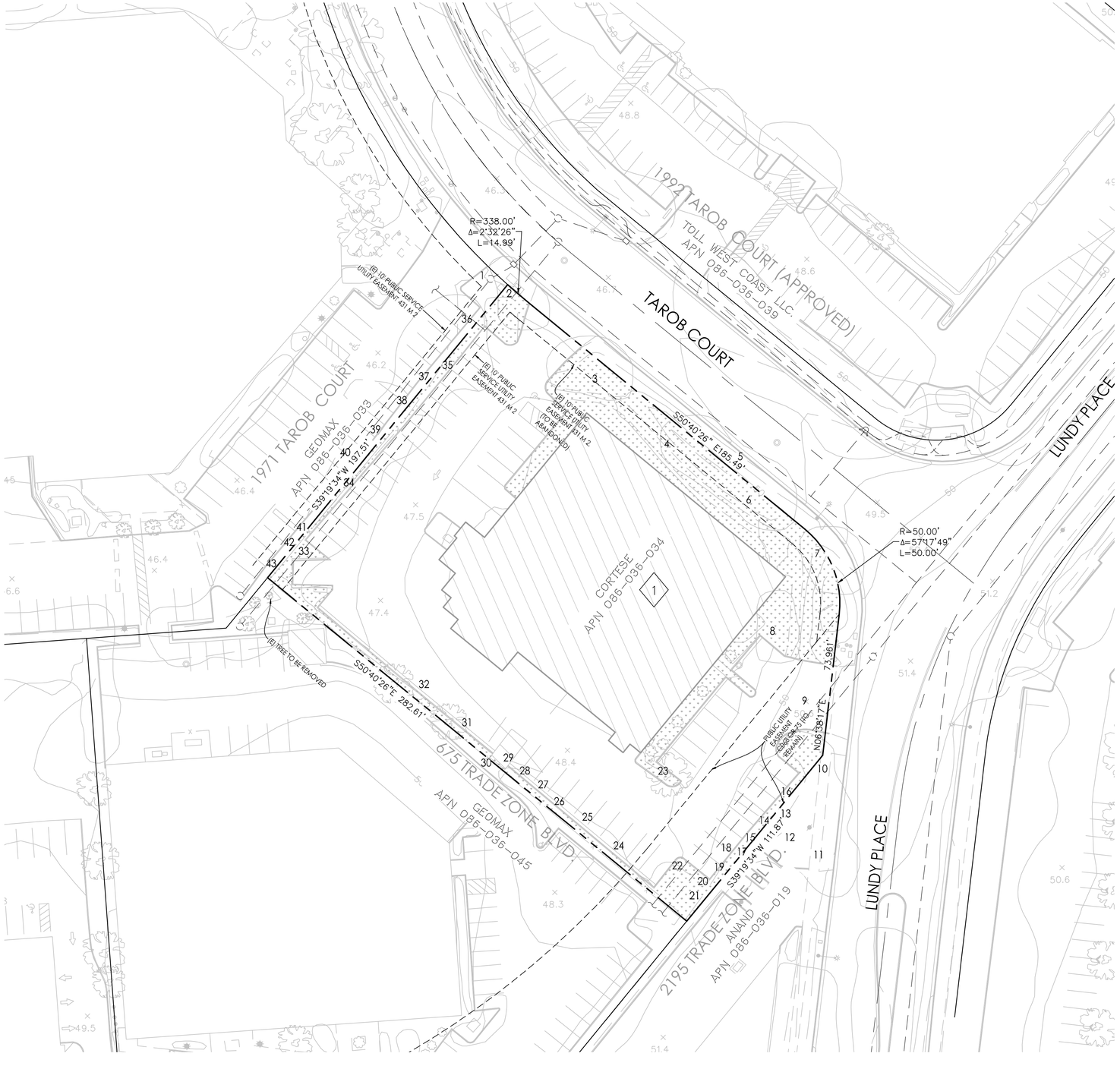
TM01

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
925.824.4300

NORTH

0 30 60 120
SCALE: 1" = 30'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, SUITE 125 Tel 925.847.1556
Pleasanton, CA. 94588 Fax 925.847.1557



ABBREVIATIONS

E	EAST
EAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
G	GAS
L	LENGTH
N	NORTH
OH	OVERHEAD LINE
PFWLE	PRIVATE FIRE WATER LINE EASEMENT
PRIEE	PRIVATE INGRESS & EGRESS EASEMENT
PIV	POST INDICATOR VALVE
PMSDE	PRIVATE MUTUAL STORM DRAIN EASEMENT
PPE	PRIVATE PARKING EASEMENT
PRSSE	PRIVATE SANITARY SEWER EASEMENT
PSUE	PUBLIC SERVICE UTILITY EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
R	RADIUS
R/W	RIGHT OF WAY
S	SOUTH
SS	SANITARY SEWER
SD	STORM DRAIN
PSDE	PRIVATE STORM DRAIN EASEMENT
SF	SQUARE FEET
W	WATER

LEGEND

PROPOSED		EXISTING
	PROJECT BOUNDARY	
	PROPERTY LINE	
	EASEMENT LINE	
	CENTERLINE	
	MONUMENT LINE	
	SANITARY SEWER	EX.8" SS
	STORM DRAIN	EX.18" SD
	POTABLE WATER	EX.10" W
	POWER POLE	
	STREETLIGHT	
	TREE	
	TREE NUMBER	32
	BUILDING TO BE DEMOLISHED	

1 ALL BUILDINGS, STRUCTURES, PAVEMENT, CURBS & HARDSCAPE TO BE DEMOLISHED WITHIN PROJECT BOUNDARY

TREE TABLE

TREE NUMBER		DESCRIPTION
X	1	8" LONDON PLANE
X	2	13" LONDON PLANE
X	3	21" LONDON PLANE
X	4	21" LONDON PLANE
X	5	14" LONDON PLANE
X	6	16" LONDON PLANE
X	7	20" LONDON PLANE
X	8	11" CAMPHOR
	9	15" LONDON PLANE
	10	10" JAPANESE BLACK PINE
	11	15" JAPANESE BLACK PINE
	12	15" COAST REDWOOD
	13	14" COAST REDWOOD
	14	8" SILVER DOLLAR GUM
	15	14" COAST REDWOOD
	16	25" SILVER DOLLAR GUM
	17	9" SILVER DOLLAR GUM
	18	26" SILVER DOLLAR GUM
	19	9" CANARY ISLAND PINE
	20	21" CANARY ISLAND PINE
	21	19" CANARY ISLAND PINE
	22	11" LONDON PLANE
X	23	11" LONDON PLANE
X	24	18" RAYWOOD ASH
X	25	16" RAYWOOD ASH
X	26	11" VALLEY OAK
X	27	6" XYLOSMA
X	28	5" XYLOSMA
X	29	6" XYLOSMA
X	32	12" XYLOSMA
X	33	13" LONDON PLANE
X	34	9" RAYWOOD ASH
X	35	17" RAYWOOD ASH
X	36	16" RAYWOOD ASH

NOTE: TREES MARKED WITH AN "X" ARE TO BE REMOVED. FIELD VERIFICATION OF TREE LOCATIONS NECESSARY PRIOR TO REMOVAL. SEE ARBORIST REPORT FOR MORE DETAIL.

2001 TAROB COURT

Milpitas, CA

May 8, 2019

EXISTING CONDITIONS PLAN & DEMOLITION PLAN

TM02

The True Life Companies

12647 Alcosta Blvd., Suite 470 San Ramon CA 94583

925.824.4300

NORTH

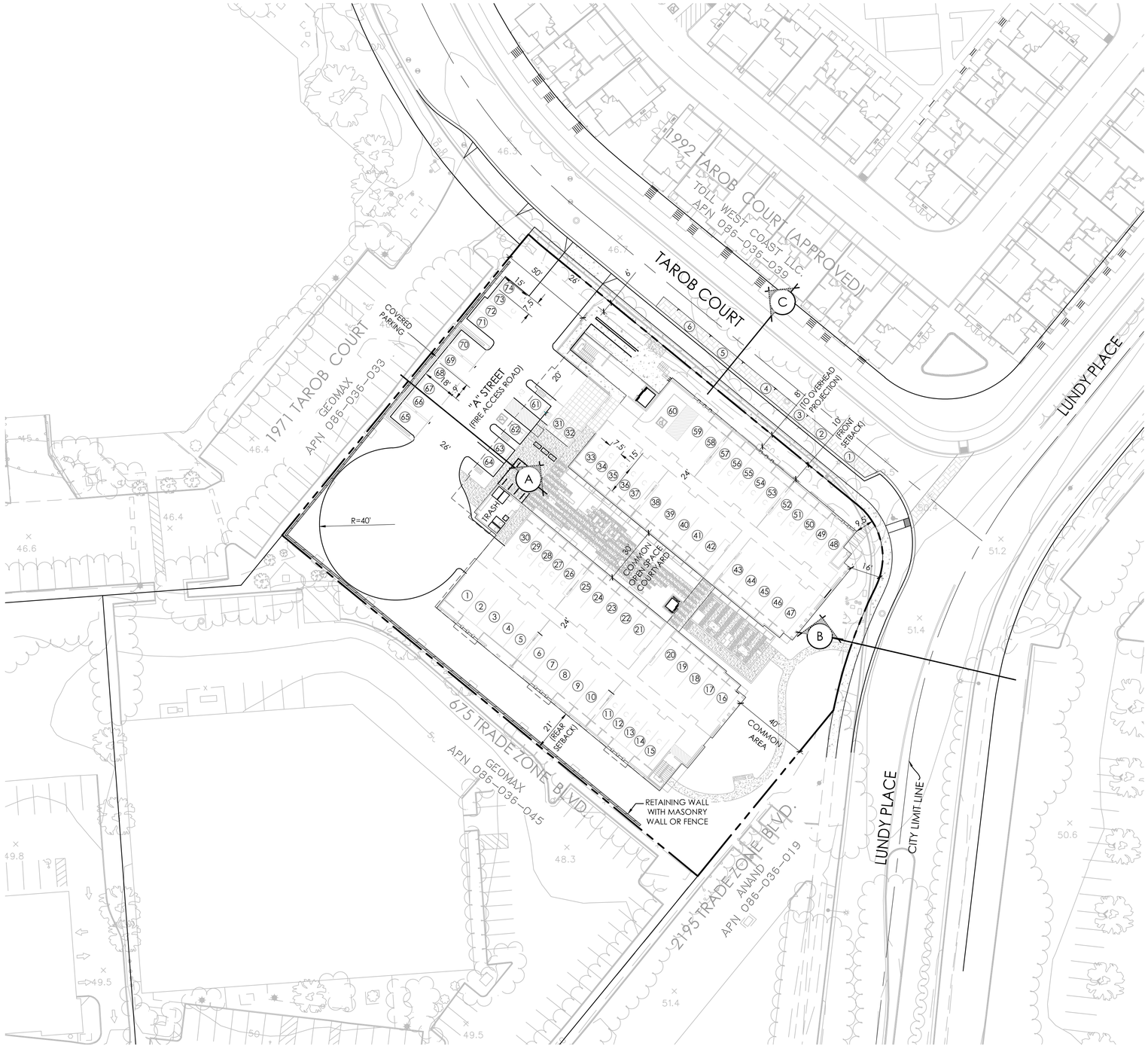
SCALE: 1" = 30'

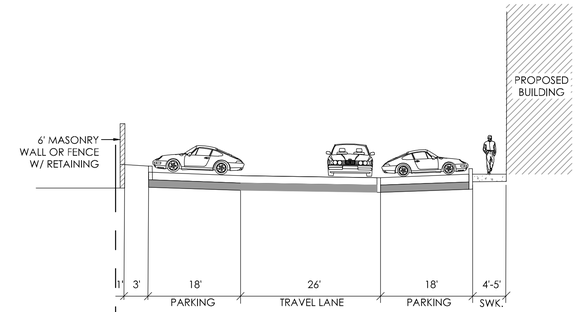
WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

4670 WILLOW ROAD, SUITE 125 Tel 925.847.1556

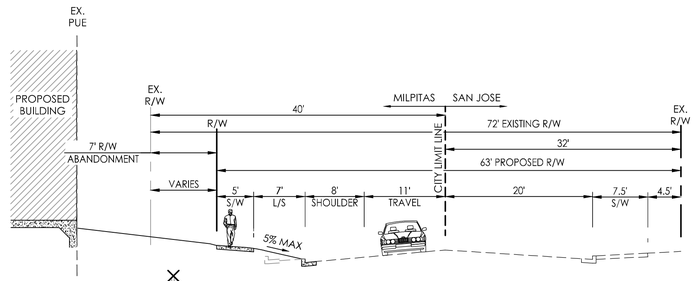
Pleasanton, CA. 94588 Fax 925.847.1557





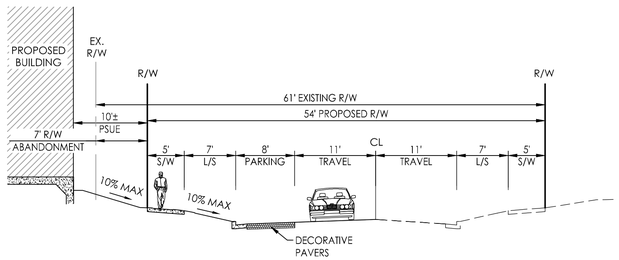
A SECTION A

PRIVATE STREET SECTION
NOT TO SCALE
* CROSS SLOPE AND CURB TYPE VARY THROUGHOUT SITE. SEE GRADING PLAN.



B SECTION B - LUNDY PLACE

PUBLIC STREET SECTION - HALF SECTION
NOT TO SCALE



C SECTION C - TAROB COURT

PUBLIC STREET SECTION - HALF SECTION
NOT TO SCALE

NOTE:
EAST SIDE OF TAROB COURT ASSUMES RECORDATION OF THE FINAL MAP ASSOCIATED WITH 1992 TAROB COURT.

2001 TAROB COURT

Milpitas, CA
May 8, 2019

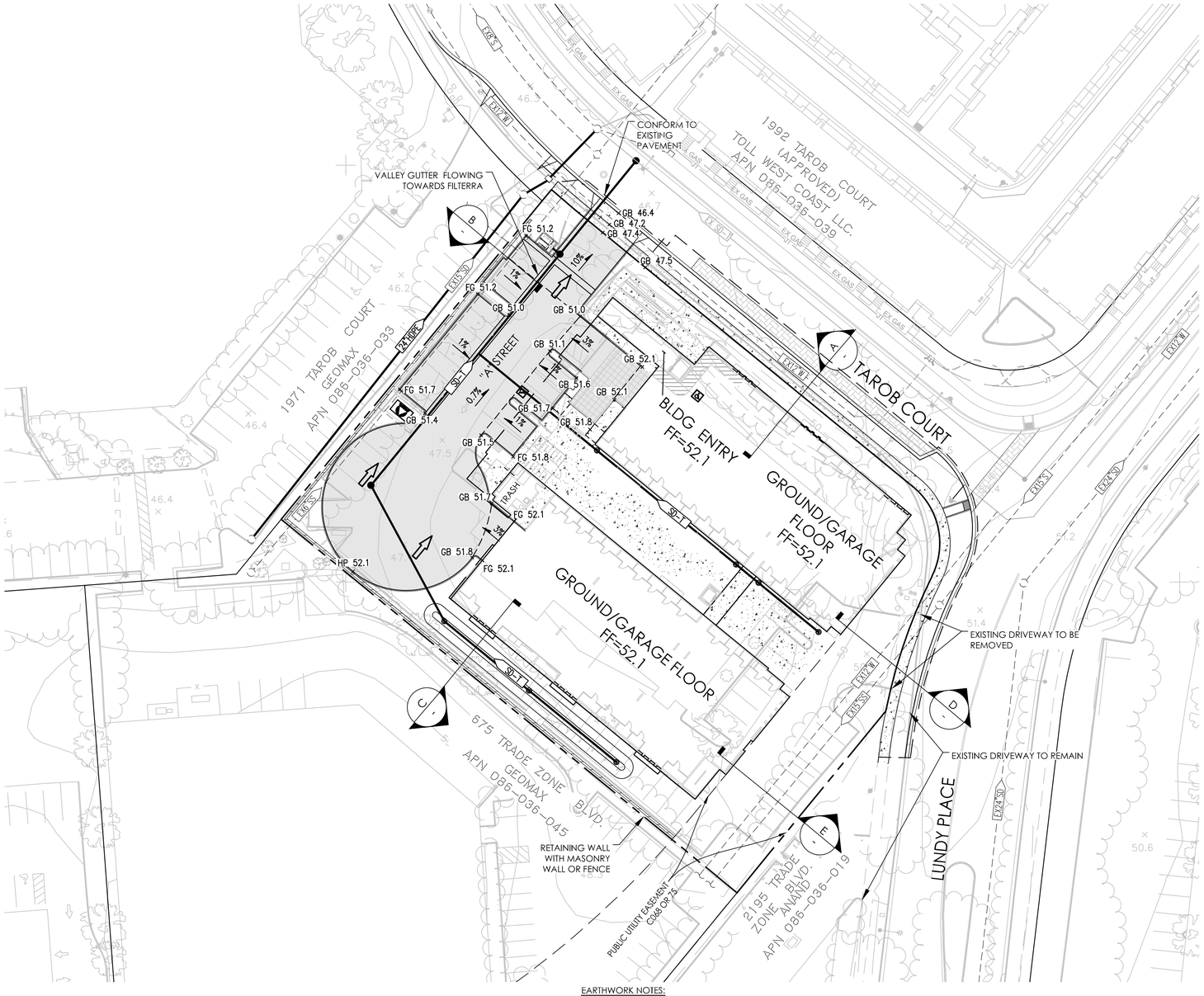
PRELIMINARY SITE PLAN
TM03

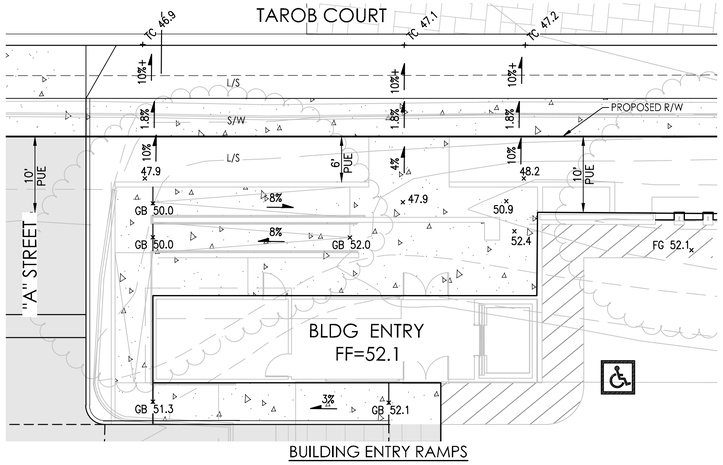
The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
925.824.4300

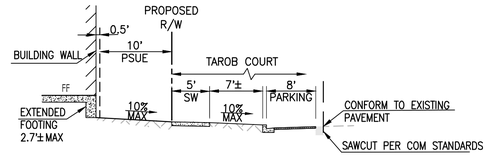
NO. 393

0 30 60 120
SCALE: 1" = 30'

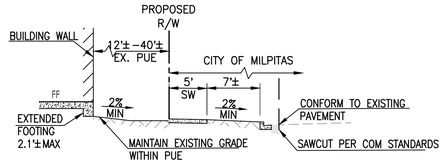
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
4670 WILLOW ROAD, SUITE 125 Tel 925.847.1556
Pleasanton, CA. 94588 Fax 925.847.1557







SECTION A–A
NOT TO SCALE



SECTION D–D
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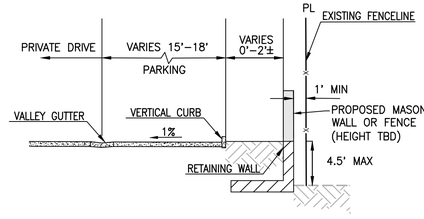

SECTION B–B
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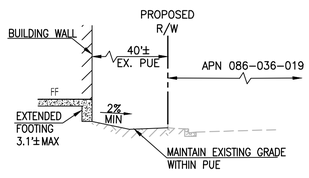
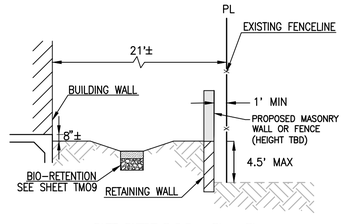


SECTION E–E
NOT TO SCALE



SECTION C–C
NOT TO SCALE

ABBREVIATIONS

CL	CENTERLINE
COM	CITY OF MILPITAS
D	DRAIN
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
HP	HIGH POINT
GB	GRADE BREAK
PL	PROPERTY LINE
PSUE	PUBLIC SERVICE UTILITY EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT OF WAY
SCVWD	SANTA CLARA VALLEY WATER DISTRICT
SW	SIDEWALK
TBA	TO BE ABANDONED
VAR	VARIES

EARTHWORK SUMMARY

DESCRIPTION	CUT/EXPORT[1] (CY)	FILL (CY)	NET FILL (CY)
ROUGH GRADE	1,410	7,200	7,200

EARTHWORK NOTES:

1. THIS ESTIMATE ASSUMES 8" OF THE EXISTING SITE WILL BE OFF HAULED DUE TO DEMOLITION AND REMOVAL OF THE BUILDING FOUNDATION AND PARKING LOT
2. ALL QUANTITIES SHOWN ON THIS PLAN ARE APPROXIMATE. CALCULATED CUT AND FILL AREA TO "ROUGH GRADE" AND EXISTING GROUND. THE ACTUAL AMOUNT OF EARTH MOVED IS VARIABLE DEPENDENT ON COMPACTION, CONSOLIDATION, STRIPPING REQUIREMENTS AND THE CONTRACTOR'S METHOD OF OPERATION.
3. REUSE OF EXISTING ON-SITE MATERIALS HAS NOT BEEN FACTORED INTO THE EARTHWORK QUANTITIES.

2001 TAROB COURT

Milpitas, CA

May 8, 2019

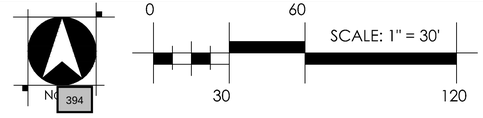
PRELIMINARY GRADING AND DRAINAGE PLAN

TM04

The True Life Companies

12647 Alcosta Blvd., Suite 470 San Ramon CA 94583

925.824.4300

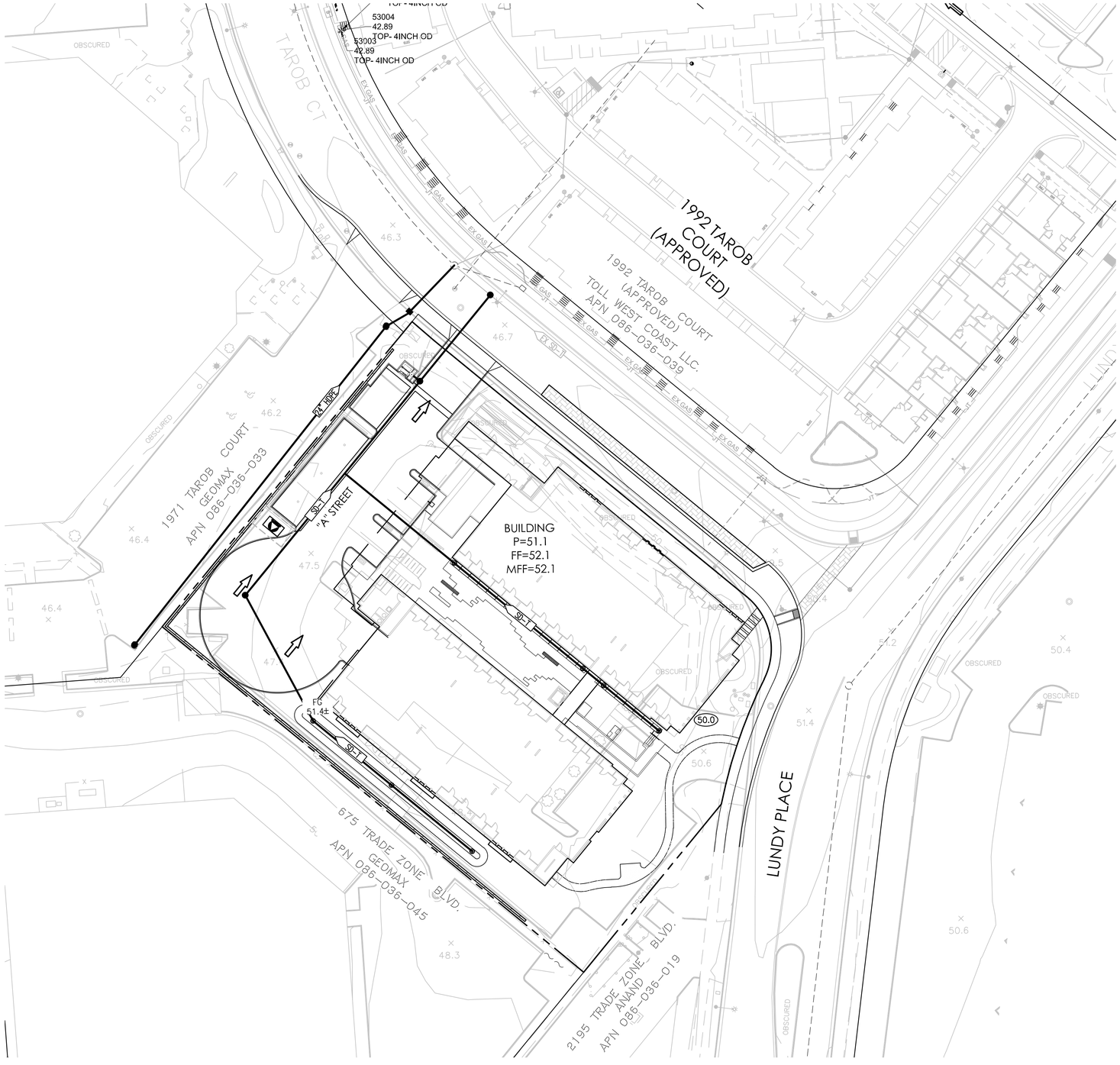


WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

4670 WILLOW ROAD, SUITE 125 Tel 925.847.1556

Pleasanton, CA. 94588 Fax 925.847.1557



ABBREVIATIONS

BFE	BASE FLOOD ELEVATION
BLDG	BUILDING
BSW	BACK OF SIDEWALK
CL	CENTERLINE
D	DRAIN
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FF	FINISHED FLOOR
FG	FINISHED GRADE
HAG	HIGHEST ADJACENT GRADE (EXISTING)* (50.0)
⇨	OVERLAND RELEASE
P	PAD ELEVATION
PL	PROPERTY LINE
MFF	MINIMUM FINISHED FLOOR
R/W	RIGHT OF WAY
SCVWD	SANTA CLARA VALLEY WATER DISTRICT
SW	SIDEWALK
VAR	VARIES
SDT	TREATED STORMWATER
SDUT	UNTREATED STORMWATER
SDOF	OVERFLOW FOR STORM EVENTS ABOVE THE WATER QUALITY EVENT
SDFM	FORCEMAIN STORMWATER
WSEL	EAST PENITENCIA WATER SURFACE ELEVATION

FEMA BFE	WSEL	STUDY BFE	MAX BFE	HAG	MFF	BLDG FF	BLDG P
49.5	NA	51.1	51.1	50	52.1	52.1	51.1

NOTES:

1. THE CITY OF MILPITAS FLOODPLAIN ORDINANCE SECTION XI–15–5.1(C)(1) REQUIRES THAT FINISH FLOOR ELEVATIONS BE 1 FOOT ABOVE THE HIGHEST ADJACENT GRADE ELEVATION PLUS THE DEPTH OF FLOODING (HAG+2') WITHIN AN AO(1) ZONE AND 1 FOOT ABOVE THE BFE FOR PROJECTS WITHIN ALL OTHER FLOOD ZONES. THE PROJECT WILL DESIGN THE FINISH FLOORS TO BE AT LEAST ONE FOOT ABOVE THE FEMA BFE, EAST PENITENCIA WSEL, HAG + 1', AND DETAILED STUDY BFE (WHICHEVER IS HIGHER).
2. FLOOD ZONE: AO(1) – FLOOD DEPTHS ARE 1', SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD
3. ALL USES ARE RESIDENTIAL
4. FLOOD PROOFING IS NOT REQUIRED. ALL BUILDINGS AND ABOVE GROUND UTILITIES TO BE RAISED TO ABOVE THE BASE FLOOD ELEVATION.
5. RECEIVING WATER: PENITENCIA CREEK
6. SEE SHEET TM04 FOR GRADING CROSS SECTIONS

* HAG VALUE DETERMINED IN COORDINATION WITH SCHAAF & WHEELER

2001 TAROB COURT
Milpitas, CA
May 8, 2019

PRELIMINARY FLOODPLAIN MANAGEMENT PLAN
TM05

The True Life Companies
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0 60 SCALE: 1" = 30' 30 120

WOOD RODGERS
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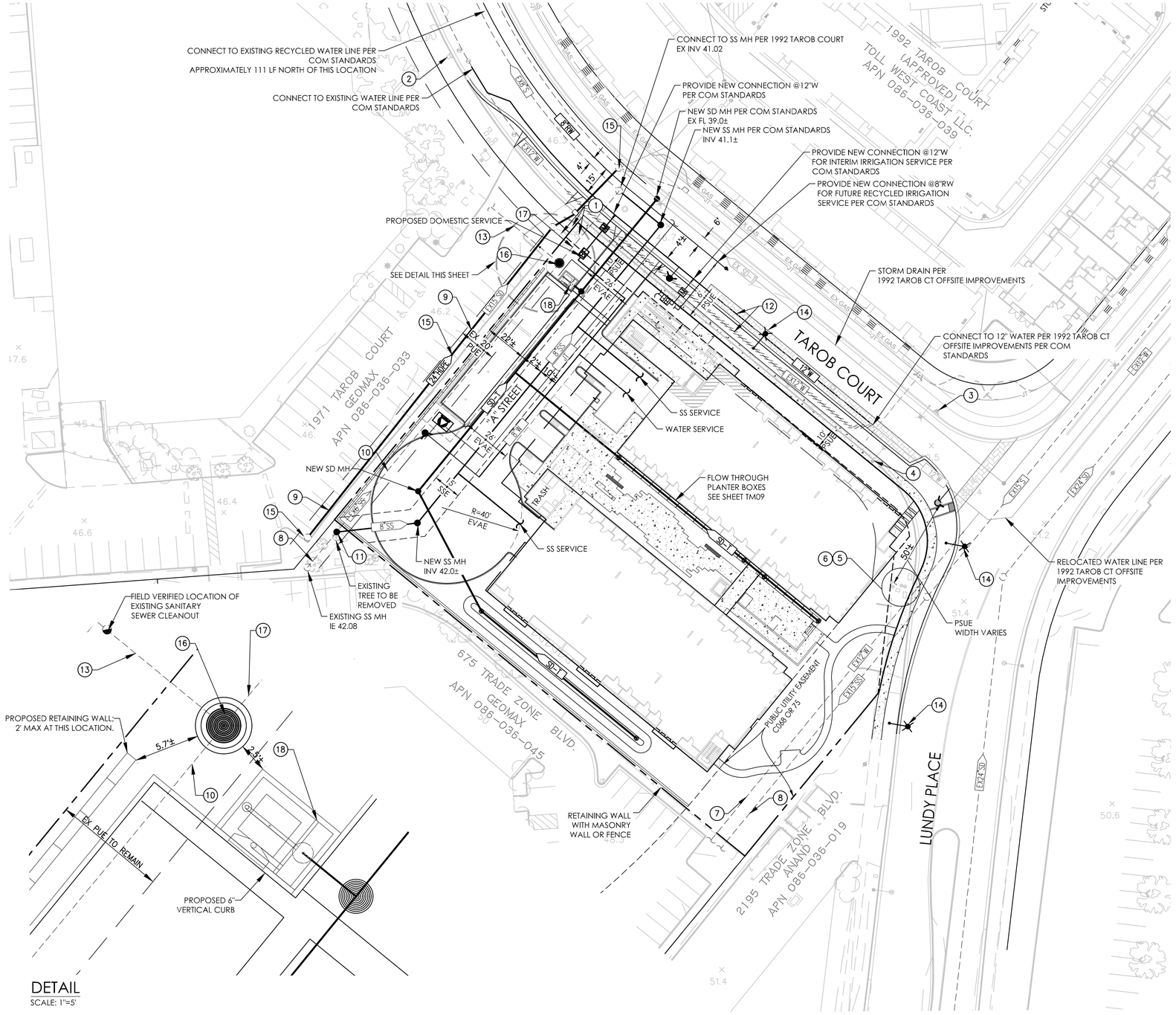

DETAIL
SCALE: 1"=5'

LEGEND

EXISTING	PROPOSED	
		RIGHT-OF-WAY
		PROJECT BOUNDARY
EX12"SD	SD-T	TREATED STORMWATER (SD-T)
		STORM DRAIN OR SANITARY SEWER MANHOLE
		AREA DRAIN
EX 8"S	8"SS	SANITARY SEWER PIPE
	SS	BLDG SANITARY SEWER SERVICE (SIZE TBD)
EX 8"W	8"W	WATER PIPE
		FIRE HYDRANT
	8" M	MASTER WATER METER & BACKFLOW PREVENTOR DOMESTIC WATER/IRRIGATION SERVICE
		PROPOSED TRANSFORMER LOCATION
		PROPOSED FILTERRA, SEE DETAIL ON TM09
		REMOVE EXISTING PIPE

GENERAL NOTES

1. EX JOINT TRENCH BOXES TO REMAIN
2. EX FIRE HYDRANT
3. FIRE HYDRANT PER 1992 TAROB
4. EXISTING STREET LIGHT IS REQUIRED TO BE REMOVED
5. EX WATER SERVICE TO BE REMOVED. EXISTING FIRE SERVICE TO BE UTILIZED FOR PROPOSED PROJECT. FIELD VERIFY THE SIZE AND CONDITION OF THE EXISTING FIRE SERVICE WATER LATERAL AS IT SHALL NOT BE LESS THAN 6" IN SIZE, AND IN ACCEPTABLE (TO THE CITY) CONDITION. UPGRADE THE BACKFLOW DEVICE TO THE CURRENT CITY STANDARD AND REPLACE THE POST INDICATING VALVE AND FIRE DEPARTMENT CONNECTION WITH NEW DEVICES.
6. EX IRRIGATION SERVICE TO REMAIN FOR PUBLIC IRRIGATION
7. EX WATER PIPE TO REMAIN
8. EX SANITARY SEWER PIPE TO REMAIN
9. EX STORM DRAIN PIPE TO REMAIN
10. EX SANITARY SEWER PIPE TO BE REMOVED BETWEEN NEW MANHOLES; SEE (11) & (16)
11. CONNECT TO EX SANITARY SEWER WITH NEW MANHOLE PER COM STANDARDS
12. EXISTING WATER MAIN TO BE RELOCATED AS SHOWN
13. EXISTING SANITARY SEWER FROM 1971 TAROB COURT TO REMAIN
14. INSTALL NEW STREET LIGHT PER THE CITY'S TRANSIT AREA SPECIFIC PLAN
15. EX 15" SD ON 1971 TAROB COURT PROPERTY TO BE REPLACED WITH 24" HDPE FROM EXISTING MANHOLE AT SOUTHWESTERN CORNER AS SHOWN ON PLAN TO EXISTING MANHOLE IN TAROB COURT.
16. CONNECT TO EX SANITARY SEWER WITH NEW MANHOLE PER COM STANDARDS
17. EXISTING SANITARY SEWER TO REMAIN
18. PROPOSED FILTERRA BIORETENTION SYSTEM; SEE SHEET TM09 FOR DETAILS

ABBREVIATIONS

APN	ASSESSOR PARCEL NUMBER
BLDG	BUILDING
COM	CITY OF MILPITAS
ESMT	EASEMENT
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSUE	PUBLIC SERVICE UTILITY EASEMENT
MH	MANHOLE
RW	RECYCLED WATER
SS	SANITARY SEWER
SSE	SANITARY SEWER EASEMENT
TBA	TO BE ABANDONED

UTILITY NOTES

1. STORM DRAIN
   - MINIMUM SLOPE: 0.005 WITH MINIMUM VELOCITY OF 2 FEET/SECOND
   - MINIMUM PIPE SIZE: 12"
   - STORM DRAIN FACILITIES MAY BE RCP OR N-12 PIPE
2. SANITARY SEWER
   - MINIMUM SLOPE: 0.0035 (EXISTING SLOPE: 0.0035±)
   - SANITARY SEWER PIPE TO BE SDR-26 PVC
4. WATER PIPE TO BE CLASS 200 AWWA C900
5. UTILITIES SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO CHANGES PENDING FINAL DESIGN. FINAL DESIGN SHALL ADHERE TO COM STANDARDS.
6. ALL ON-SITE WATER AND STORM DRAIN TO BE OWNED AND MAINTAIN BY THE PROJECT HOA.
7. ON SITE SEWER TO BE OWNED AND MAINTAINED BY THE COM.

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Milpitas, CA
May 8, 2019 (REVISED: JULY 10, 2019)

PRELIMINARY UTILITY PLAN
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SCALE: 1" = 30'

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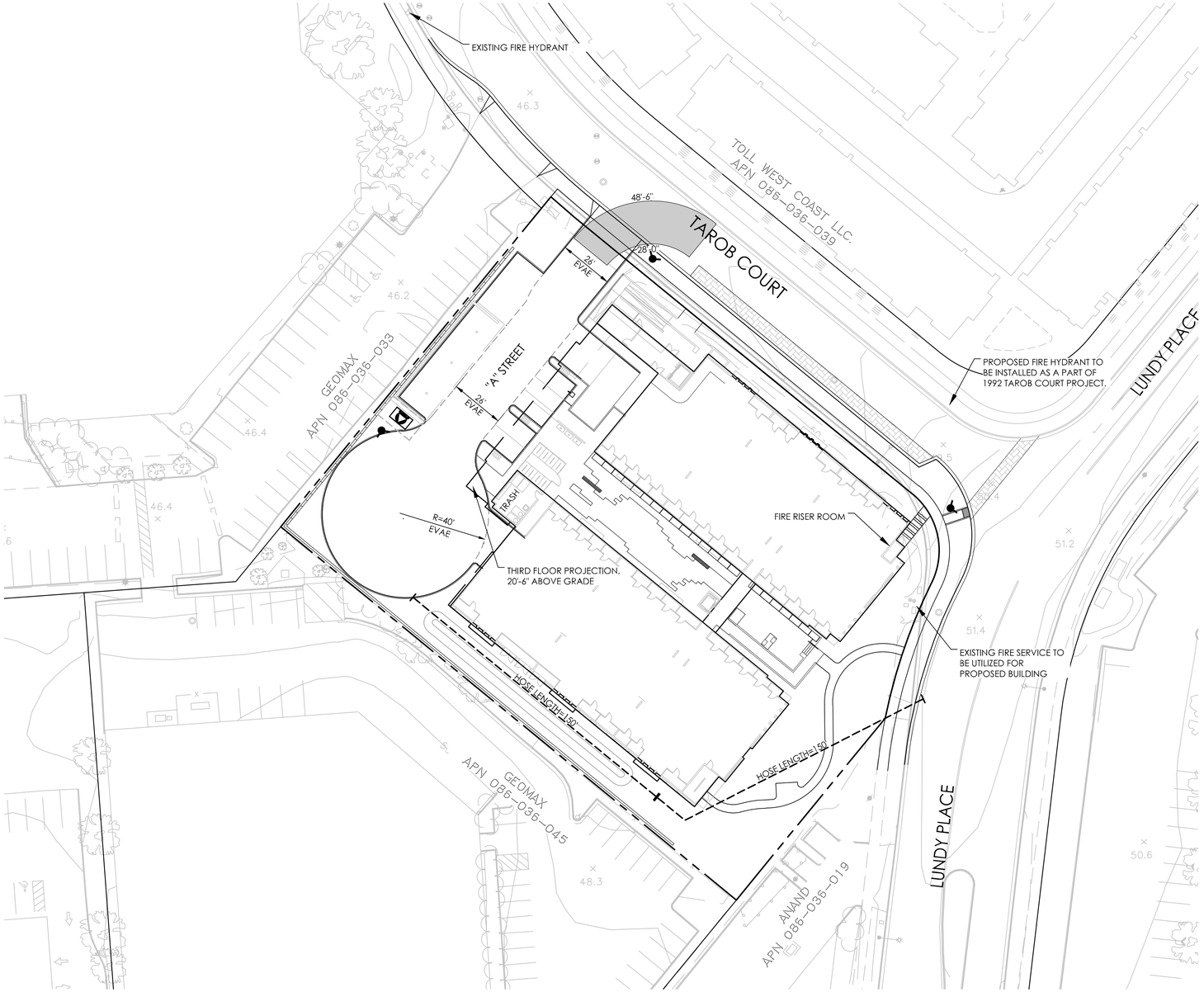

FIRE ACCESS NOTES

1. PRIVATE STREET IS FIRE ACCESS ROAD. WIDTH IS 26' WIDE ADJACENT TO STRUCTURE. CUL-DE-SAC HAS A 40' RADIUS PROVIDED FOR TRUCK TURNAROUND PER JAMIE GARCIA'S EMAIL DATED SEPTEMBER 19, 2018. FIRE TRUCK TURNING TEMPLATE IS NOT AVAILABLE.
2. FIRE ACCESS ROAD ALSO SERVES AS ROUTE FOR SOLID WASTE VEHICLE.

SOLID WASTE NOTES

1. PER MEETING WITH SAL SAN FILIPPO FROM MILPITAS SANITATION ON DECEMBER 18, 2018, THE SITE MEETS THE REQUIREMENTS FOR SOLID WASTE HANDLING.

DELIVERY VEHICLE NOTES

1. PRIVATE STREET SERVES AS ACCESS ROAD AND LOADING AREA FOR DELIVERY VEHICLES INCLUDING MOVING VANS AND TRUCKS.

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PRELIMINARY FIRE TRUCK ACCESS/SOLID WASTE HANDLING PLAN
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NORTH

0 60
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30 120

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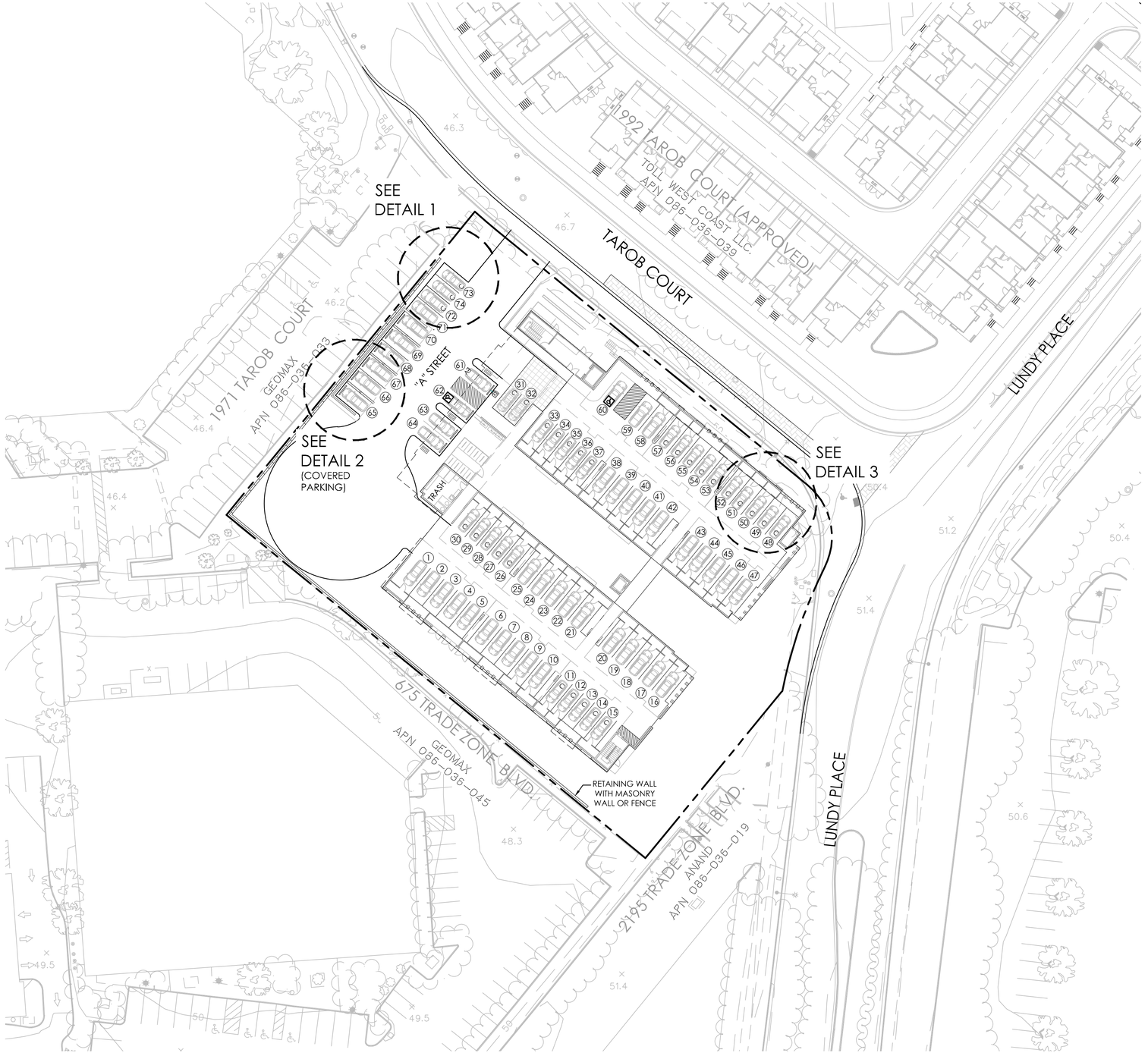


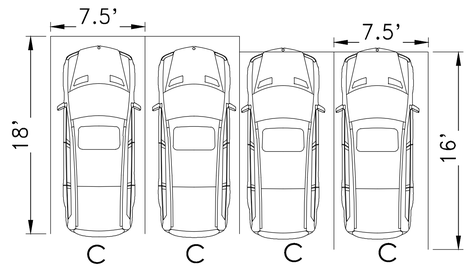
PARKING SUMMARY

DESCRIPTION	UNIT COUNT	REQUIRED PARKING RATIO	PARKING REQUIRED	PROVIDED PARKING RATIO	PARKING PROVIDED
GARAGE SPACES	40	1.6 SPACES/ DU	64	1.6 SPACES/DU	64
ON-SITE GUEST	-	15% OF REQUIRED	10	-	10
TOTAL	40	-	74	-	74

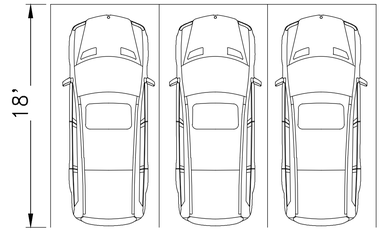
NOTES:

1. GUEST PARKING INCLUDES 1 ACCESSIBLE SPACE AND 1 VAN ACCESSIBLE SPACE.
2. GUEST PARKING IS BASED ON PRELIMINARY DESIGN. ACTUAL PARKING PROVIDED MAY VARY WITH FINAL DESIGN IN ACCORDANCE WITH MINIMUM GUEST REQUIREMENTS.
3. "C" = COMPACT PARKING SPACE
4. MILPITAS ZONING ORDINANCE SECTION 10-53.07(B) ALLOWS FOR UP TO 40% COMPACT STALLS. 30 COMPACT STALLS ARE PROPOSED (40%).

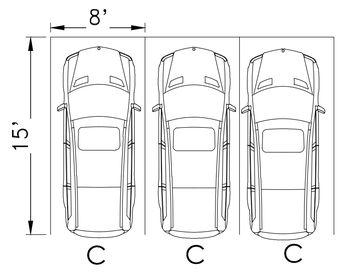
PARKING DETAIL 1
(COMPACT SPACE INTERIOR/EXTERIOR)



PARKING DETAIL 2
(STANDARD SPACE INTERIOR, EXTERIOR, & COVERED PARKING)



PARKING DETAIL 3
(COMPACT SPACE INTERIOR)



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PARKING PLAN
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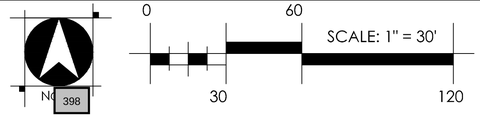

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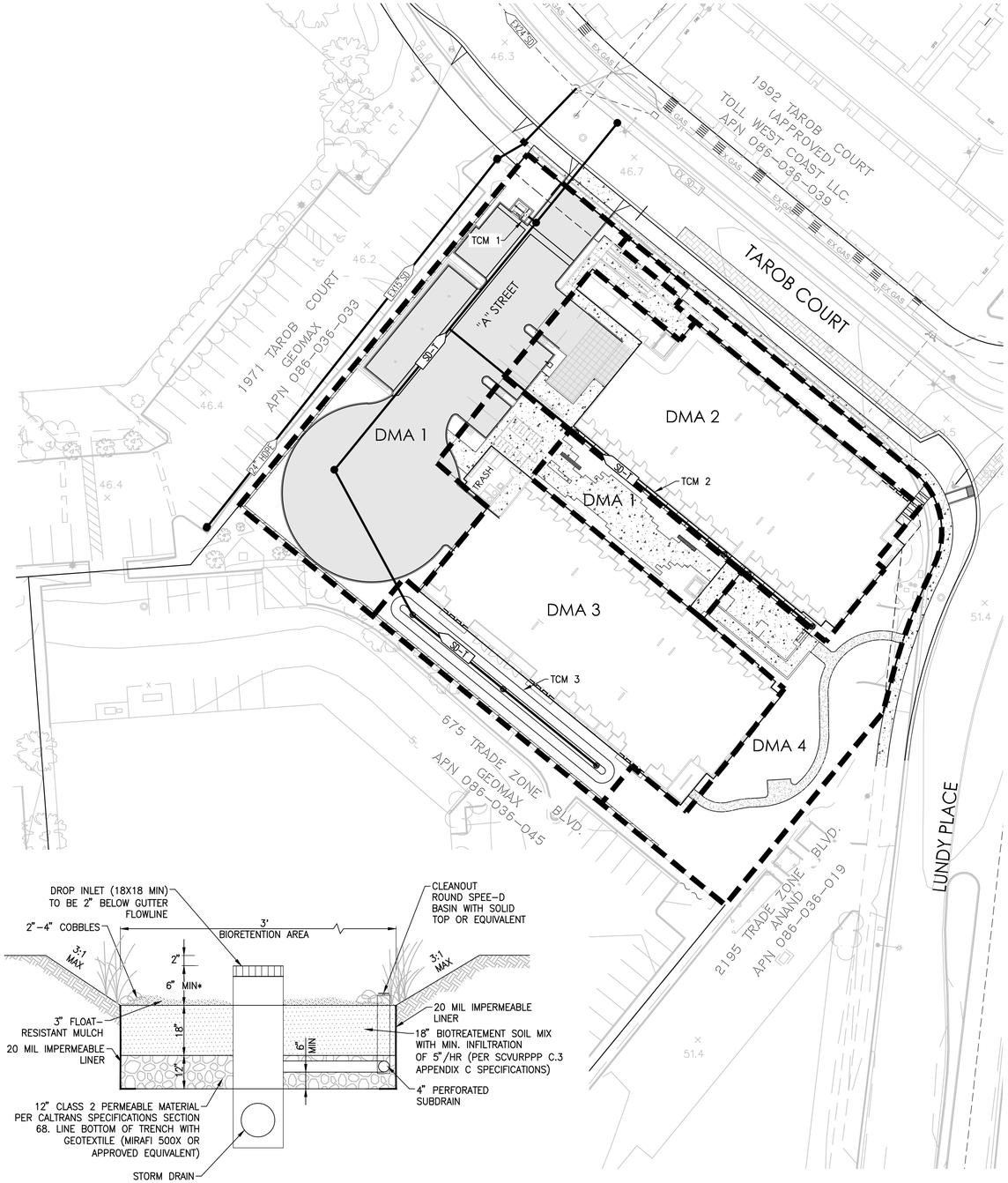


LEGEND

- DRAINAGE MANAGEMENT AREA BOUNDARY
- AC PAVEMENT*
- CONCRETE*
- DG PAVEMENT*
- TCM — TREATMENT CONTROL MEASURE
- AREA DRAIN
- PROPOSED FILTERRA- SEE DETAIL BELOW
- SD-T — TREATED STORMWATER (SD-T)

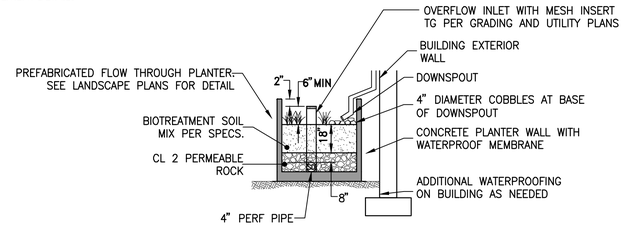
*SEE LANDSCAPE PLANS FOR DECORATIVE PAVEMENT DETAILS

DRAINAGE MANAGEMENT AREA SUMMARRY

DRAINAGE MANAGEMENT AREA (DMA)	TOTAL DRAINAGE AREA (SF)	BUILDING (SF)	CONCRETE SF)	TOTAL IMPERVIOUS (SF)	LANDSCAPE (SF)	TOTAL PERVIOUS (SF)	PROVIDED TREATMENT AREA (SF)	PONDING DEPTH (IN)	TREATMENT CONTROL MEASURE	TREATMENT TYPE
DMA 1	16,763	0	11,995	11,995	4,768	4,768	N/A	N/A	TCM 1	FILTERRA
DMA 2	13,156	12,713	0	12,713	443	443	361	5	TCM 2	FLOW THROUGH PLANTER
DMA 3	15,654	12,768	0	12,768	2,886	2,886	354	8	TCM 3	BIO-RETENTION
DMA 4	10,348	0	968	968	9,380	9,380	N/A	N/A	N/A	SELF-RETAINING
Total	55,921	25,481	12,963	38,444	17,477	17,477	715			SELF-RETAINING

NOTES:

1. ALL TREATMENT MEASURES AND TECHNICAL REQUIREMENTS FOR THIS PROJECT ARE BASED ON THE SANTA CLARA VALLEY URBAN RUNOFF POLLUTION PREVENTION PROGRAM (SCVURPPP) C.3. STORMWATER HANDBOOK DATED JUNE 2016.
2. HYDROMODIFICATION IS NOT REQUIRED BECAUSE PROPOSED PROJECT IMPERVIOUS SURFACE IS LESS THAN EXISTING IMPERVIOUS SURFACE ON THE SITE.
3. PROVIDED SURFACE AREA OF THE BIO-RETENTION FACILITIES IS SUPPORTED BY USING THE COMBINATION FLOW AND VOLUME METHOD. SEE PRELIMINARY STORM WATER MANAGEMENT PLAN FOR CALCULATIONS.



FLOW-THROUGH PLANTER DETAIL (TCM-2)

NOT TO SCALE

BIO-RETENTION DETAIL (TCM-3)

CONTECH ENGINEERED SOLUTIONS

filterra Bioretention Systems

Filterra Sizing Spreadsheet
Uniform Intensity Approach
Storm Intensity = 0.20 in/hr

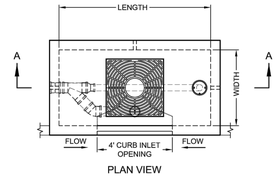
Filterra Infiltration Rate = 100 (in/hr)
Filterra Flow per Square Foot = 0.0023 (ft3/sec/ft2)

Filterra Flow Rate, Q = 0.0023 ft3/sec x Filterra Surface Area
Rational Method, Q = C x I x A

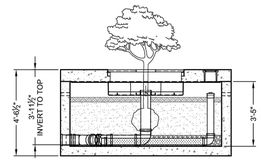
Site Flowrate, Q = (C x DI x DA x 43560) / (12 x3600)
OR DA = (12 x 3600 x Q) / (C x 43560 x DI)

where Q = Flow (ft3/sec)
DA = Drainage Area (acres)
DI = Design Intensity (in/hr)
C = Runoff coefficient (dimensionless)

			DI 0.2	C 1.00	C 0.85	C 0.50
Available Filterra Box Sizes			Filterra	100%	Commercial	Residential
L (ft)	W (ft)	Filterra Surface Area (ft2)	Flow Rate, Q (ft3/sec)	Imperv. DA (acres)	max DA (acres)	max DA (acres)
4	4	16	0.0370	0.184	0.216	0.367
6	4	24	0.0556	0.275	0.324	0.551
6.5	4	26	0.0602	0.298	0.351	0.597
8	4	32	0.0741	0.367	0.432	0.735
12	4	48	0.1111	0.551	0.648	1.102
6	6	36	0.0833	0.413	0.486	0.826
8	6	48	0.1111	0.551	0.648	1.102
10	6	60	0.1389	0.689	0.810	1.377
12	6	72	0.1667	0.826	0.972	1.653
13	7	91	0.2106	1.045	1.229	2.089



PLAN VIEW



SECTION A-A

LONG SIDE INLET CONFIGURATION

LONG SIDE CURB INLET							
DESIGNATION	SIZE	LENGTH	WIDTH	MAX. OUTLET/ BYPASS PIPE DIA.	MAX. BYPASS FLOW (CFS)	UNDER-DRAIN PIPE DIA. (PERF)	TREE GRATE QTY. & SIZE
FTIBC0604	6 x 4	6'-0"	4'-0"	8" SDR 35	1.89	4" SDR 35	(1) 3' x 3'
FTIBC0804	8 x 4	8'-0"	4'-0"	8" SDR 35	1.89	4" SDR 35	(1) 3' x 3'
FTIBC0806	8 x 6	8'-0"	6'-0"	10" SDR 35	2.37	4" SDR 35	(1) 4' x 4'
FTIBC1006	10 x 6	10'-0"	6'-0"	10" SDR 35	2.37	6" SDR 35	(1) 4' x 4'
FTIBC1204	12 x 4	12'-0"	4'-0"	8" SDR 35	1.89	4" SDR 35	(2) 3' x 3'
FTIBC1206	12 x 6	12'-0"	6'-0"	10" SDR 35	2.37	6" SDR 35	(2) 4' x 4'
FTIBC1307	13 x 7	13'-0"	7'-0"	10" SDR 35	2.37	6" SDR 35	(2) 4' x 4'

INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING ON VAULT SIZE

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FILTERRA
INTERNAL BYPASS CURB (FTIBC)
CONFIGURATION DETAIL

2001 TAROB COURT

Milpitas, CA
May 8, 2019

PRELIMINARY STORMWATER CONTROL PLAN
TM09

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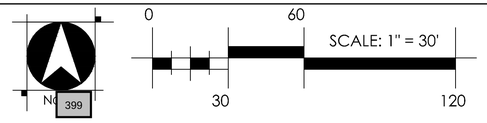

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RESERVED FOR
CONDITIONS OF APPROVAL

2001 TAROB COURT
Milpitas, CA
May 8, 2019

CONDITIONS OF APPROVAL
TM10

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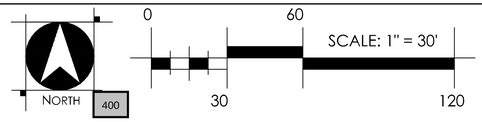

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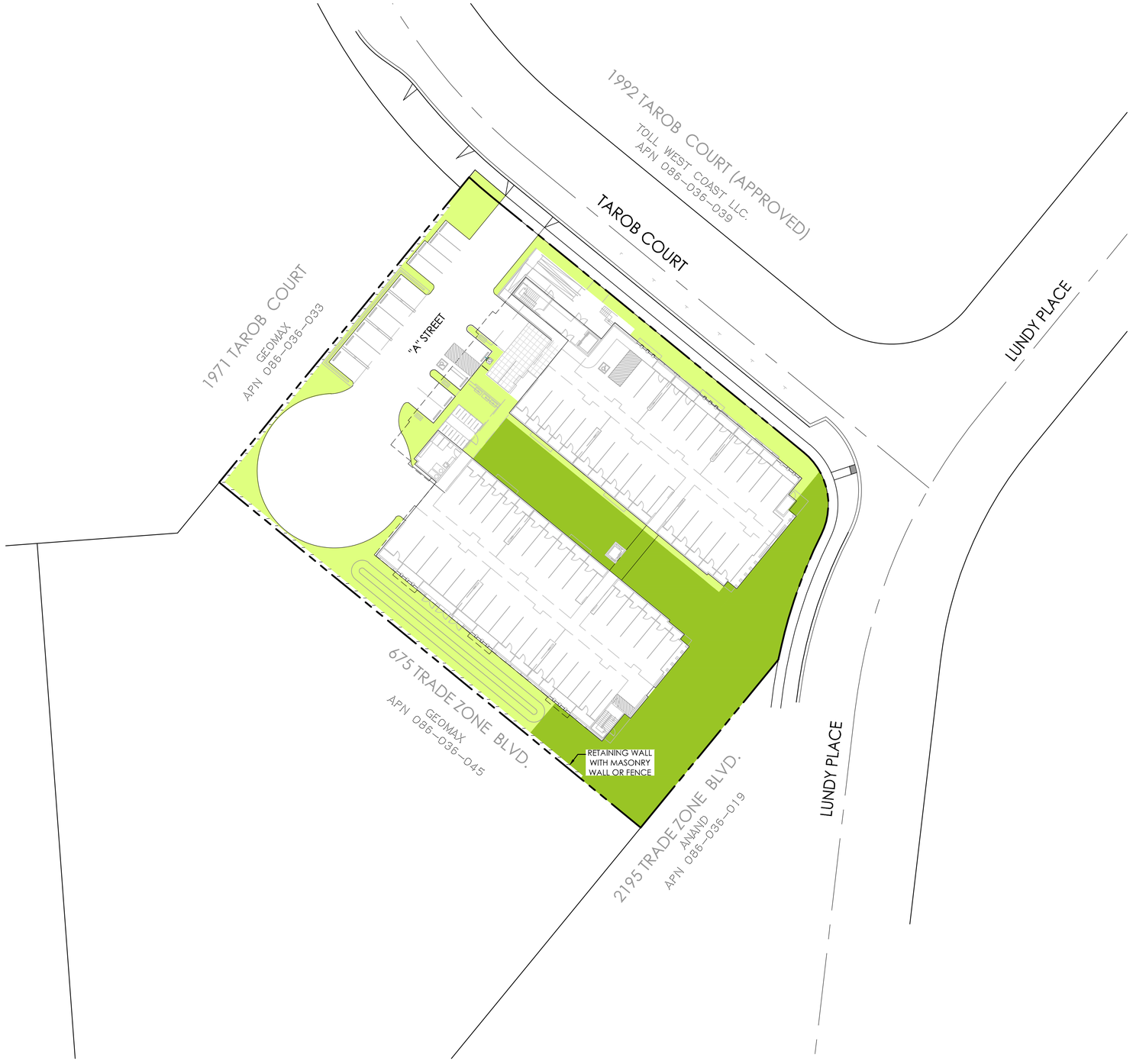

LEGEND

- PRIVATE RECREATIONAL AREA (0.26 ACRES)
- OTHER PRIVATE OPEN SPACE & LANDSCAPING (0.18 ACRES)

TOTAL LANDSCAPE & OPEN SPACE = 0.44 ACRES

PARK ACREAGE SUMMARY (TASP REQUIREMENT)			
DESCRIPTION	TASP CODE	REQUIRED PARKS AND OPEN SPACE (AC.)	PROVIDED PARK (AC.)
PARKS AND OPEN SPACE	3.5 ACRES OF PARKLAND PER 1000 POPULATION. UP TO 1.5 OF EACH 3.5 PARK ACRES MAY BE SATISFIED BY THE PROVISION OF PRIVATE RECREATION AREAS. THE REMAINING 2.0 ACRES PER 1000 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.	POPULATION = # UNITS X 2.52 PERSONS/UNIT	PRIVATE RECREATION AREA = 0.26 ACRES
		POPULATION = 40 X 2.52 = 100.8 PERSONS	
		PARK ACREAGE REQUIRED = 3.5 X 100.8/1000 = 0.35 ACRES	
		PRIVATE RECREATION AREA ALLOWED = 1.5/3.5 X 0.35 = 0.15 ACRES	

R3 ZONING CODE OPEN SPACE (MUNI CODE XI-10-4.05.C)			
DESCRIPTION	CODE REQUIREMENT	REQUIRED AREA (AC.)	PROVIDED AREA (AC.)
LANDSCAPE AND OPEN SPACE REQUIREMENTS	A MINIMUM OF TWENTY-FIVE (25) PERCENT OF THE TOTAL LOT AREA SHALL BE LANDSCAPED OR RECREATIONAL OPEN SPACE, EXCLUSIVE OF PARKING AND VEHICULAR TRAFFIC AREA AND SHALL BE SHOWN ON SITE PLAN IN DETAIL FOR PLANNING COMMISSION APPROVAL.	25% X 1.22 = 0.31 ACRES	0.44 ACRES (36.1%)
	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.	200 X 40 = 8,000 SQ FT = 0.18 ACRES	PRIVATE RECREATIONAL AREA = 0.26 ACRES
			PRIVATE OPEN SPACE (BALCONIES & PORCHES) = 60 SF/UNIT = 60 X 40 = 2,400 SF = 0.05 ACRES
			TOTAL PRIVATE OPEN SPACE = 0.31 ACRES = 337.6 SF/UNIT

2001 TAROB COURT

Milpitas, CA

May 8, 2019

OPEN SPACE EXHIBIT

P1.0

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NORTH

0 30 60 120

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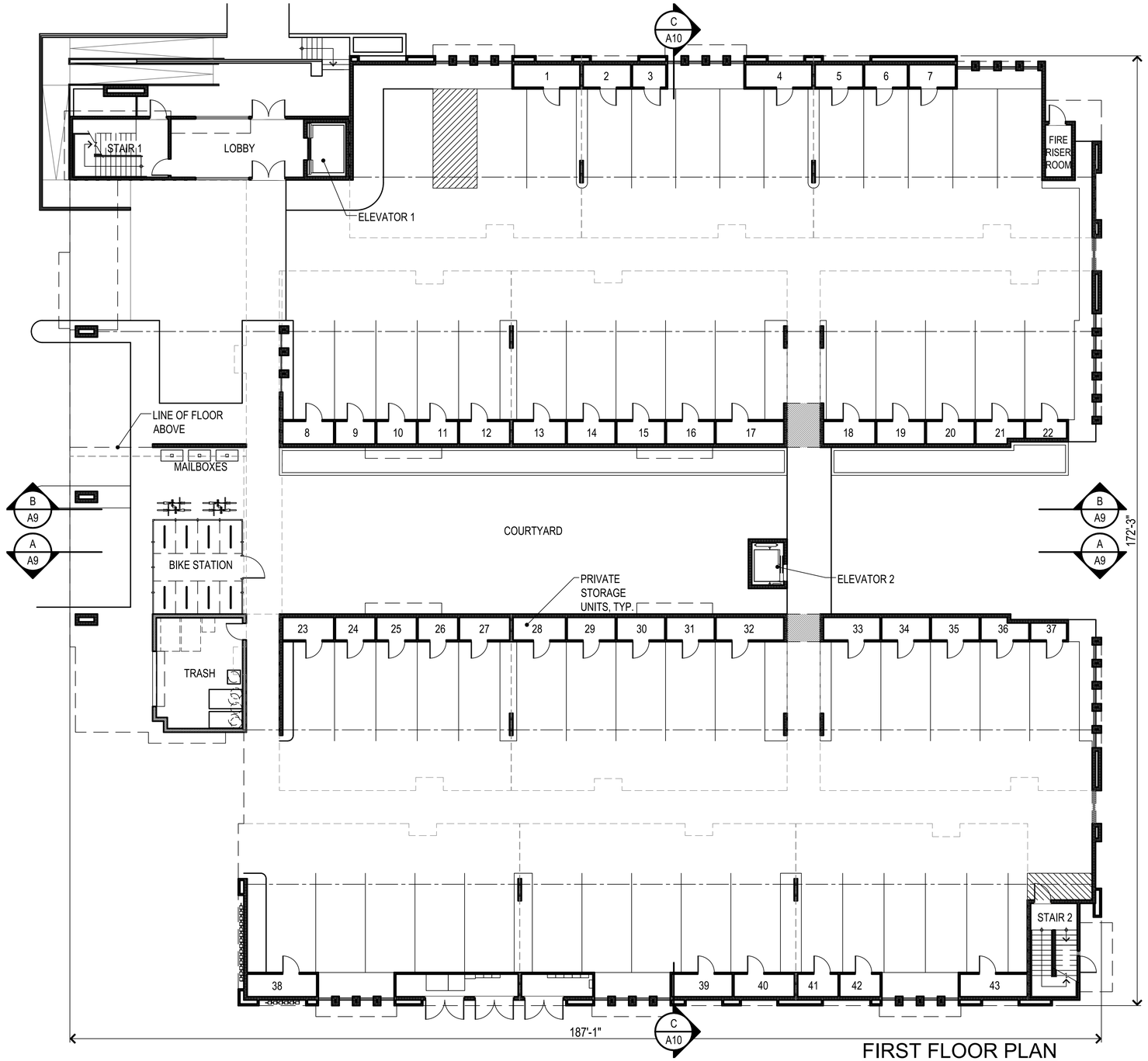

FIRST FLOOR PLAN

0 2' 4' 6' 8' 16'

2001 TAROB COURT
Milpitas, CA
May 8, 2019

FIRST FLOOR PLAN
A2

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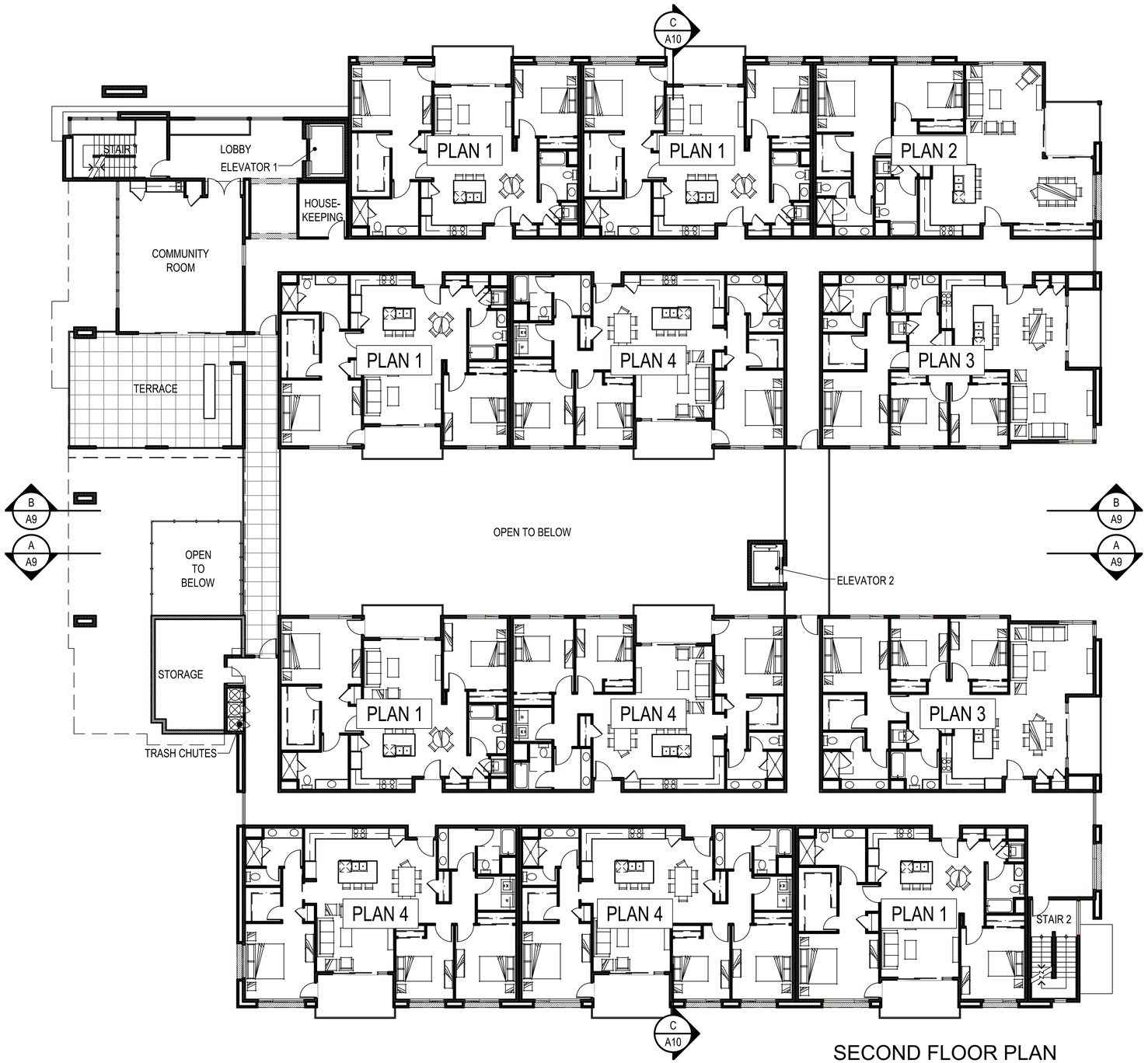

SECOND FLOOR PLAN

0 2' 4' 6' 8' 16'

2001 TAROB COURT
Milpitas, CA
May 8, 2019

SECOND FLOOR PLAN
A3

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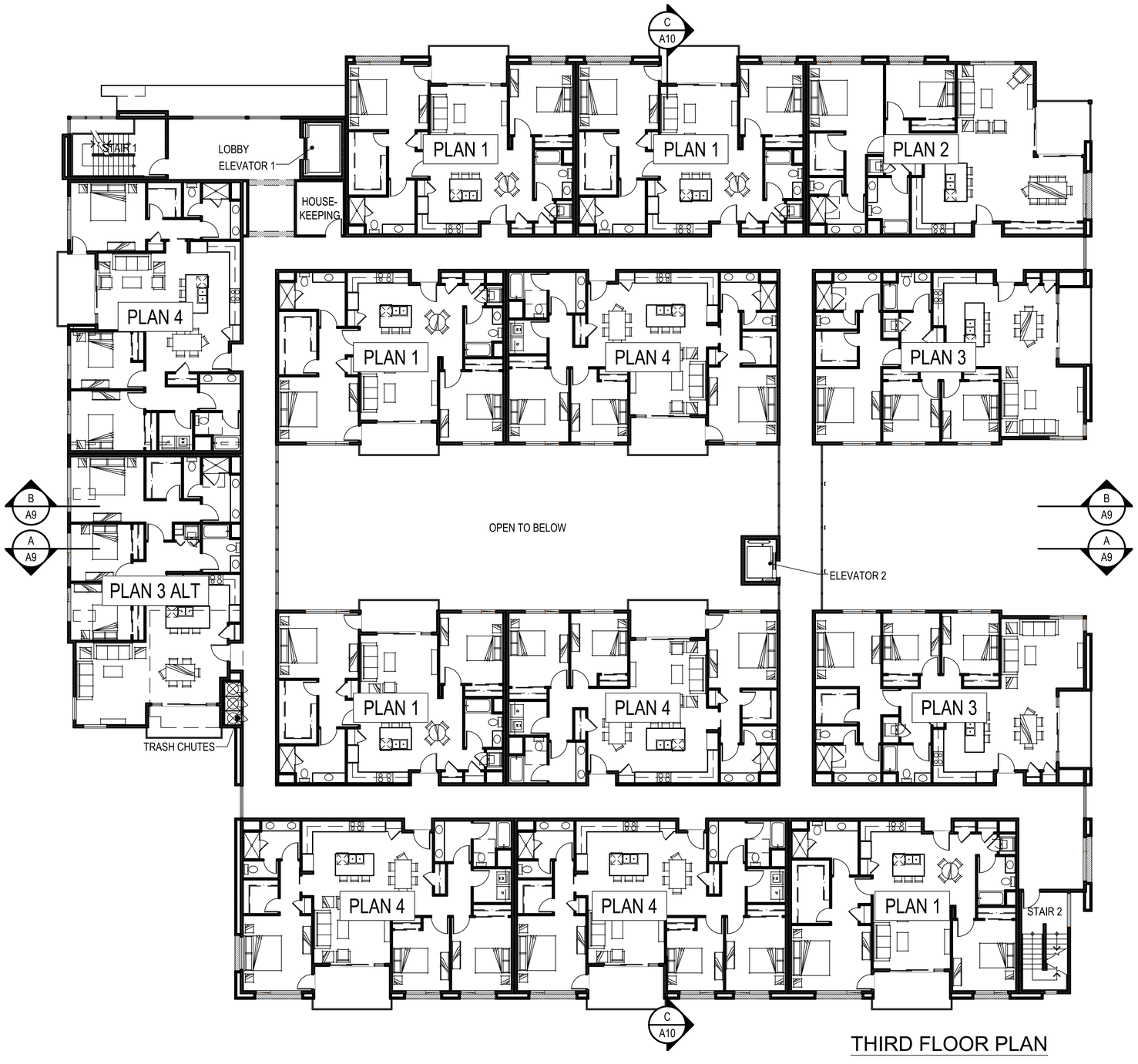

THIRD FLOOR PLAN

0 2' 4' 6' 8' 16'

2001 TAROB COURT
Milpitas, CA
May 8, 2019

THIRD FLOOR PLAN
A4

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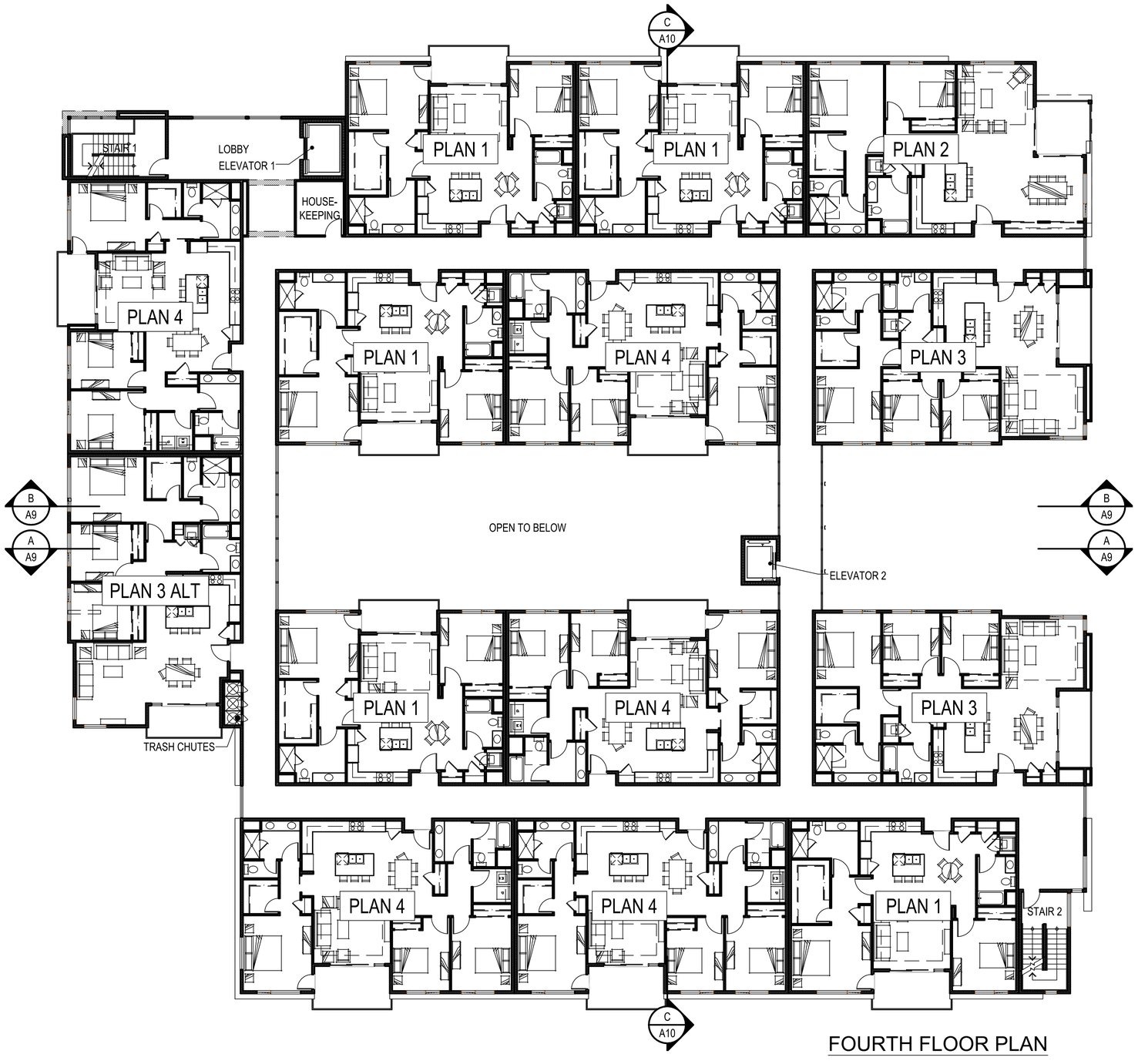

FOURTH FLOOR PLAN

0 2' 4' 6' 8' 16'

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Milpitas, CA
May 8, 2019

FOURTH FLOOR PLAN
A5

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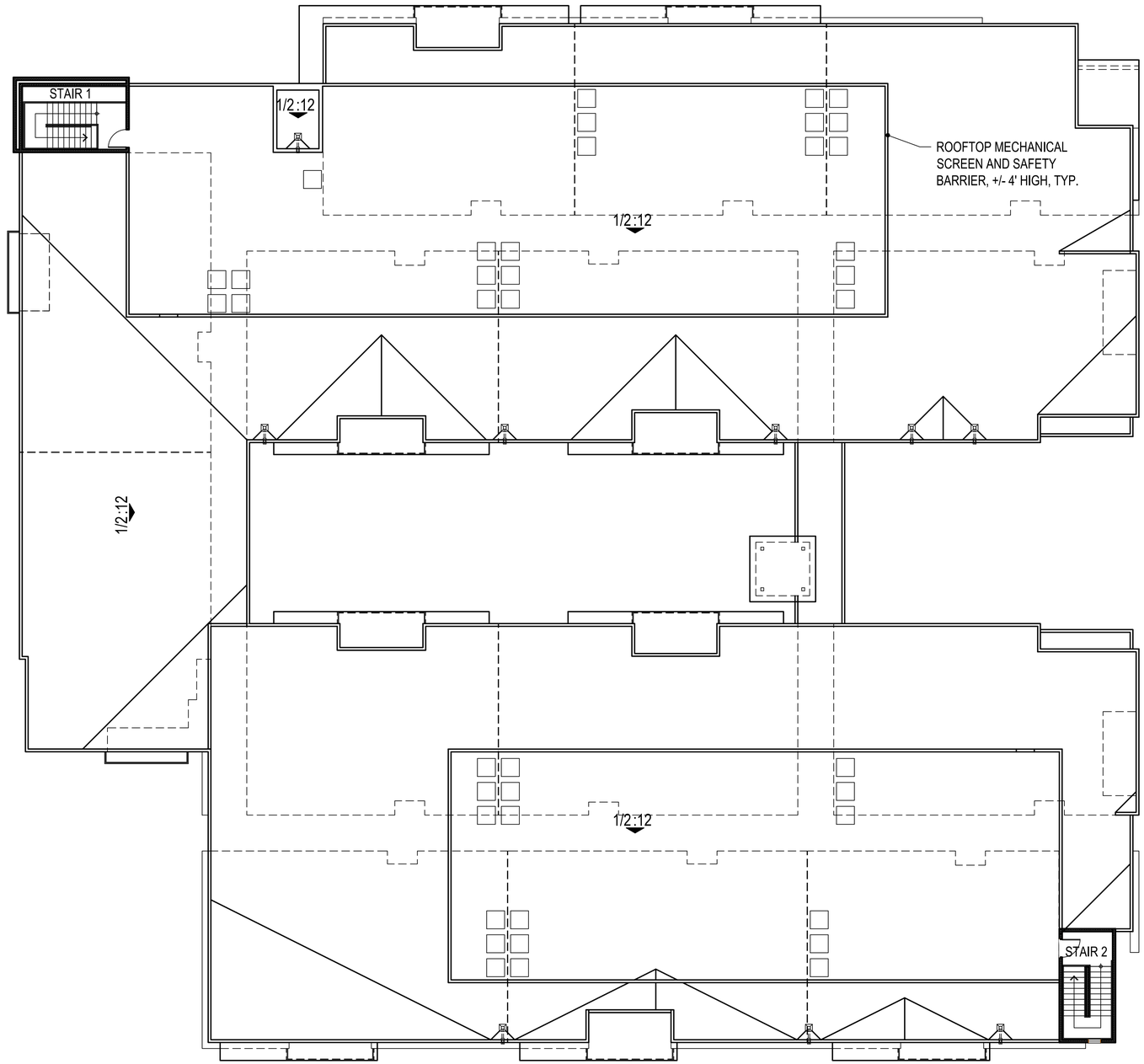

ROOF PLAN

0 2' 4' 6' 8' 16'

2001 TAROB COURT
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May 8, 2019

ROOF PLAN
A6

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EXTERIOR MATERIALS

1. STUCCO WITH SAND FINISH
2. HORIZONTAL SIDING
3. PORCELAIN CERAMIC TITLE
4. VERTICAL METAL SIDING
5. METAL CANOPY
6. METAL RAILING WITH MESH AND/OR PERFORATED PANEL
7. MESH AND/OR PERFORATED SCREEN
8. COLORED GLASS
9. LASER CUT METAL PANEL

BODY 1
STUCCO

BODY 2
STUCCO

BODY 3
STUCCO

SIDING 1
HORIZONTAL SIDING

SIDING 2
HORIZONTAL SIDING

SIDING 3
VERTICAL SIDING

ACCENT 1
STUCCO

ACCENT 2
METAL

TILE

COLORED GLASS

LASER CUT METAL PANEL

EAST ELEVATION - LUNDY WAY

NORTH ELEVATION - TAROB COURT

0 2' 4' 6' 8' 16'

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May 8, 2019

EAST & NORTH EXTERIOR ELEVATIONS
A7

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EXTERIOR MATERIALS

1. STUCCO WITH SAND FINISH
2. HORIZONTAL SIDING
3. PORCELAIN CERAMIC TITLE
4. VERTICAL METAL SIDING
5. METAL CANOPY
6. METAL RAILING WITH MESH AND/OR PERFORATED PANEL
7. MESH AND/OR PERFORATED SCREEN
8. COLORED GLASS
9. LASER CUT METAL PANEL

BODY 1
STUCCO

BODY 2
STUCCO

BODY 3
STUCCO

SIDING 1
HORIZONTAL SIDING

SIDING 2
HORIZONTAL SIDING

SIDING 3
VERTICAL SIDING

ACCENT 1
STUCCO

ACCENT 2
METAL

TILE

COLORED GLASS

LASER CUT METAL PANEL

WEST ELEVATION

SOUTH ELEVATION

0 2' 4' 6' 8' 16'

WEST & SOUTH EXTERIOR ELEVATIONS

A8

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SECTION B

SECTION A

0 2' 4' 6' 8' 16'

COURTYARD ELEVATIONS
A9

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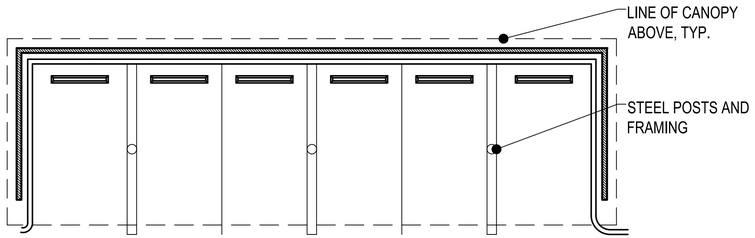
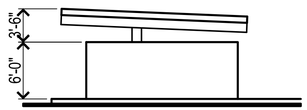


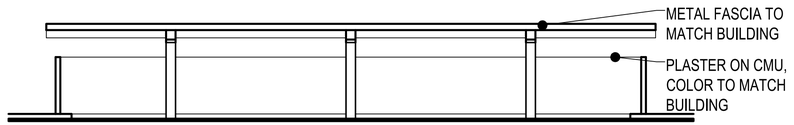
PARKING SHADE STRUCTURE PLAN

1/8" = 1'-0"



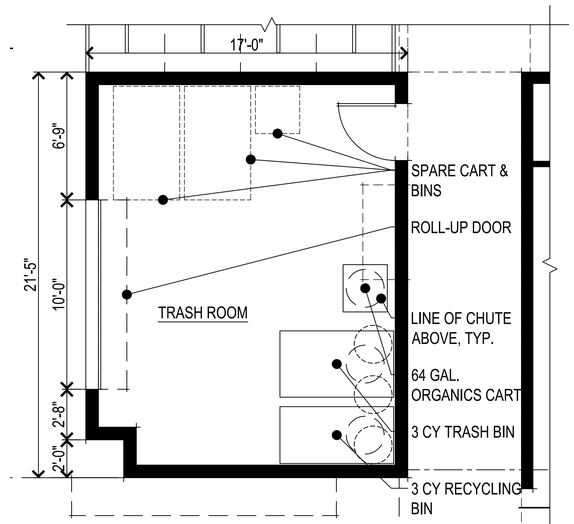
PARKING SHADE STRUCTURE SIDE ELEVATION

1/8" = 1'-0"



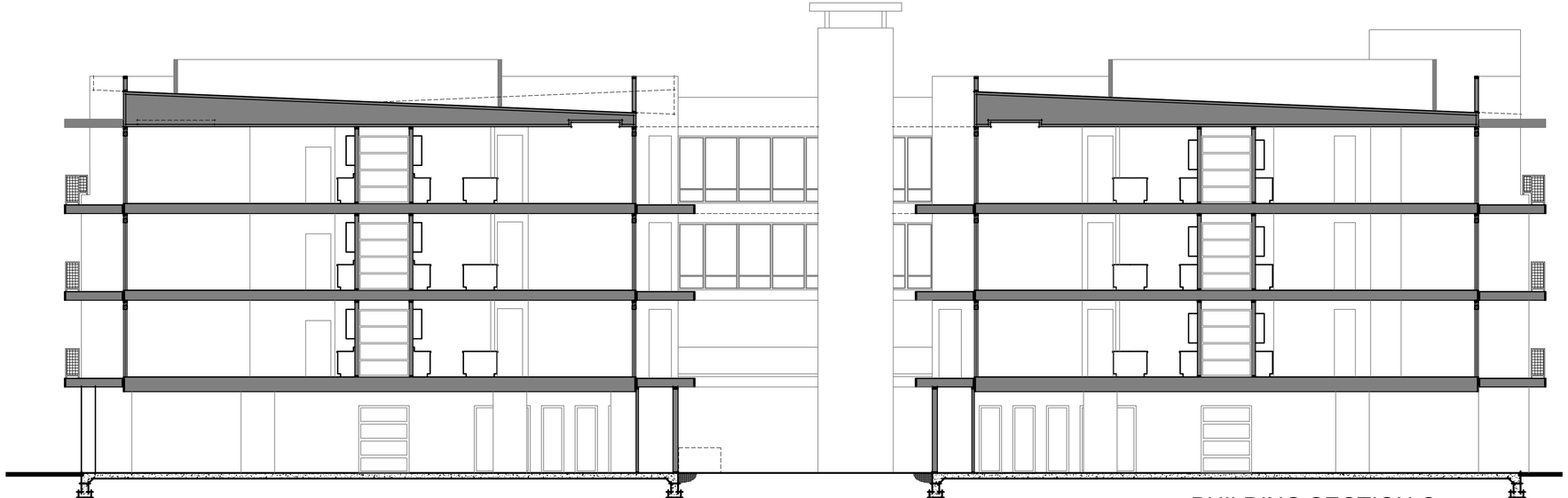
PARKING SHADE STRUCTURE FRONT ELEVATION

1/8" = 1'-0"



ENLARGED TRASH ROOM PLAN

1/4" = 1'-0"



BUILDING SECTION C

1/8" = 1'-0"

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TRASH ROOM, PARKING SHADE STRUCTURE, & BUILDING SECTION
A10

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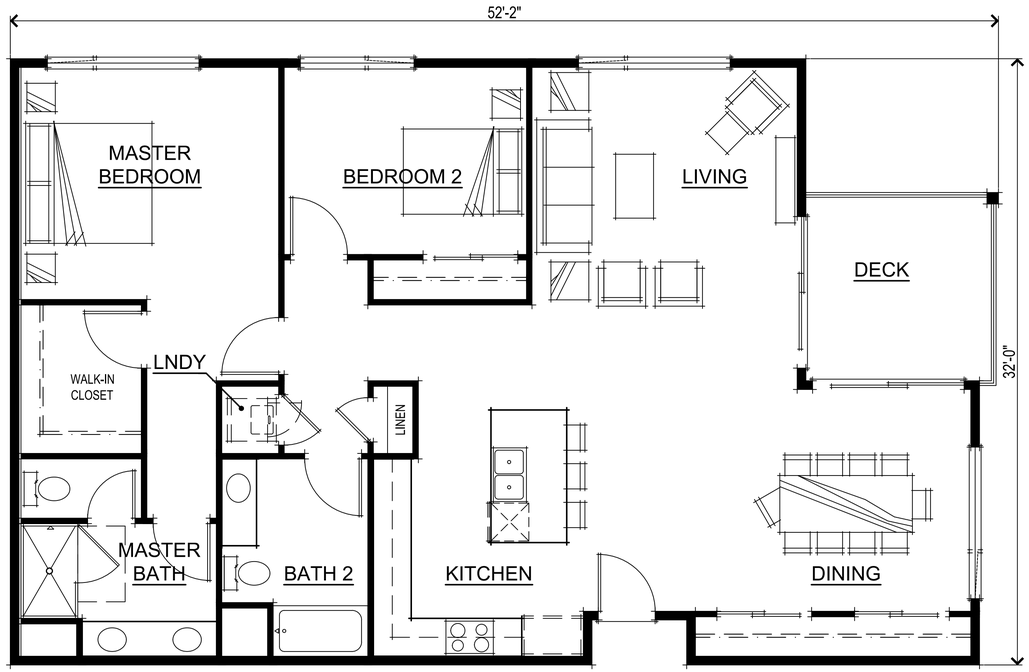
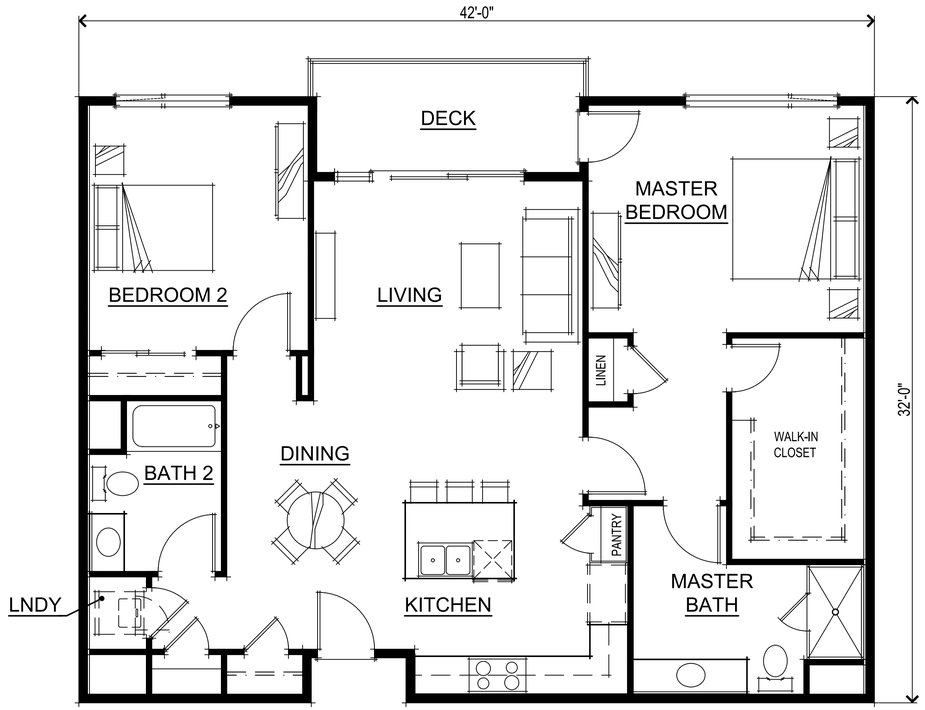


UNIT 2 FLOOR PLAN

UNIT 2 SQUARE FOOTAGE	
TOTAL LIVING	1470 SQ. FT.



UNIT 1 FLOOR PLAN

UNIT 1 SQUARE FOOTAGE	
TOTAL LIVING	1277 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 1 & 2 FLOOR PLANS
A11

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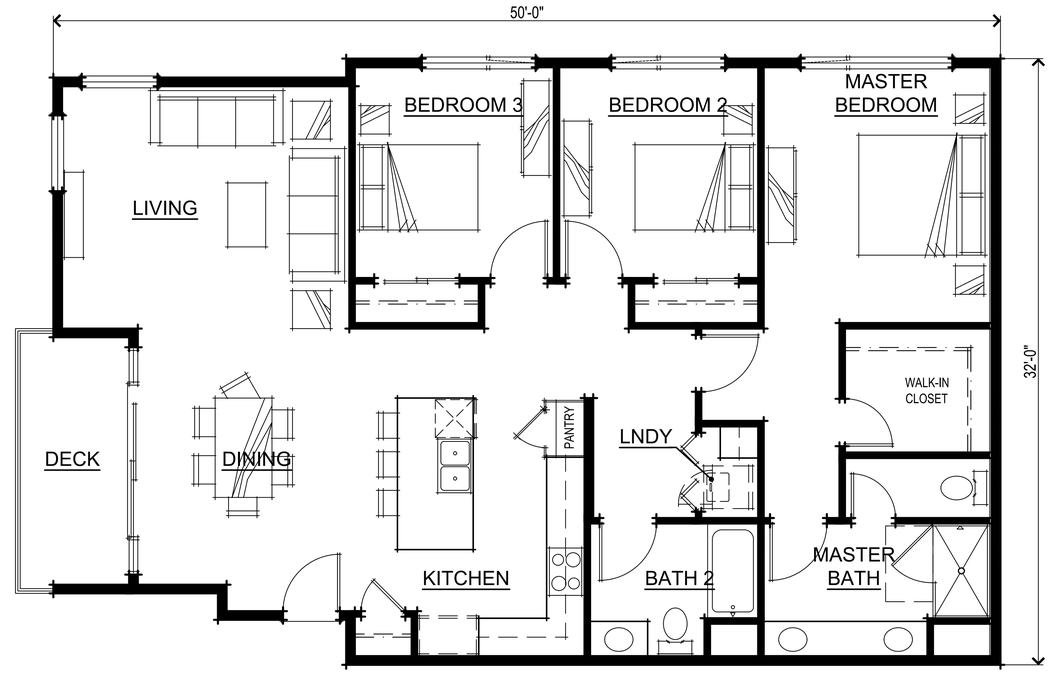
UNIT 3 FLOOR PLAN

UNIT 3 SQUARE FOOTAGE	
TOTAL LIVING	1486 SQ. FT.



UNIT 3 ALT FLOOR PLAN

UNIT 3 ALT SQUARE FOOTAGE	
TOTAL LIVING	1482 SQ. FT.

0 1' 2' 3' 4' 8'

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May 8, 2019

UNIT 3 & 3 ALT FLOOR PLANS
A12

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UNIT 4 FLOOR PLAN

UNIT 4 SQUARE FOOTAGE	
TOTAL LIVING	1520 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 4 FLOOR PLANS
A13

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TREE MATRIX
TOTAL EXISTING TREES ON SITE: 34
TOTAL EXISTING TREES TO BE REMOVED: 34
TOTAL PROPOSED NEW TREES: 40

PLAN VIEW
Scale: 1"=20'-0"

0' 10' 20' 40'

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Preliminary Landscape Plan
L001

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MAILBOX STATIONS - REFER TO PLANS PREPARED BY SDG

BICYCLE RACKS WITH PARKING FOR 4 BICYCLES - REFER TO IMAGE SHEET L007

INTEGRAL COLORED CONCRETE PAVING WITH ALTERNATING FINISH - REFER TO IMAGE SHEET L008 AND DETAIL 1 SHEET L011

FIREPLACE WITH LOUNGE SEATING AND TABLES - REFER TO ELEVATION SHEET L005 AND IMAGES SHEET L009

TIMBER SEATWALL - REFER TO IMAGE SHEET L008

FLOW THROUGH PLANTERS WITH WATER TREATING PLANT MATERIAL - REFER TO DETAIL 5 SHEET L018 AND PROPOSED PLANT PALETTE SHEET L017

SHADE-TOLERANT PLANTS - REFER TO PROPOSED PLANT PALETTE SHEET L017

DECOMPOSED GRANITE PAVING - REFER TO DETAIL 2 SHEET L011

STEPS AND HANDRAIL

INTEGRAL COLORED CONCRETE PAVING WITH ALTERNATING FINISH - REFER TO IMAGE SHEET L008 AND DETAIL 1 SHEET L011

STAMPED ASPHALT WITH BAND - REFER TO IMAGE SHEET L008

BENCH - REFER TO IMAGE SHEET L007

TALL BAMBOO HEDGE - REFER TO PROPOSED PLANT PALETTE SHEET L017

ILLUMINATED BOLLARDS AND ACCENT LIGHTING FOR TREES IN CENTRAL COURTYARD AREA - REFER TO IMAGE SHEET L007

LOW-GROWING SHADE-TOLERANT ACCENT TREES - REFER TO PROPOSED PLANT PALETTE SHEET L017

TABLE AND CHAIRS WITH UMBRELLA - REFER TO IMAGE SHEET L008

STRING LIGHTS - REFER TO IMAGE SHEET L008

OUTDOOR KITCHEN - REFER TO ELEVATION SHEET L005

RAMP - REFER TO PLANS PREPARED BY WOOD RODGERS

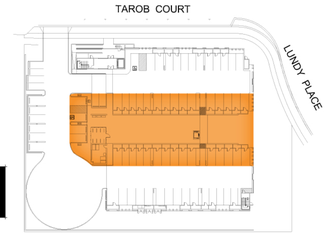
DINING TABLE AND CHAIRS - REFER TO IMAGE SHEET L009

PLAN VIEW

Scale: 1/8"=1'-0"

0' 4' 8' 16'

INSPIRATION



KEY MAP NTS

2001 TAROB COURT

Milpitas, CA

May 8, 2019

Courtyard Enlargement

L002

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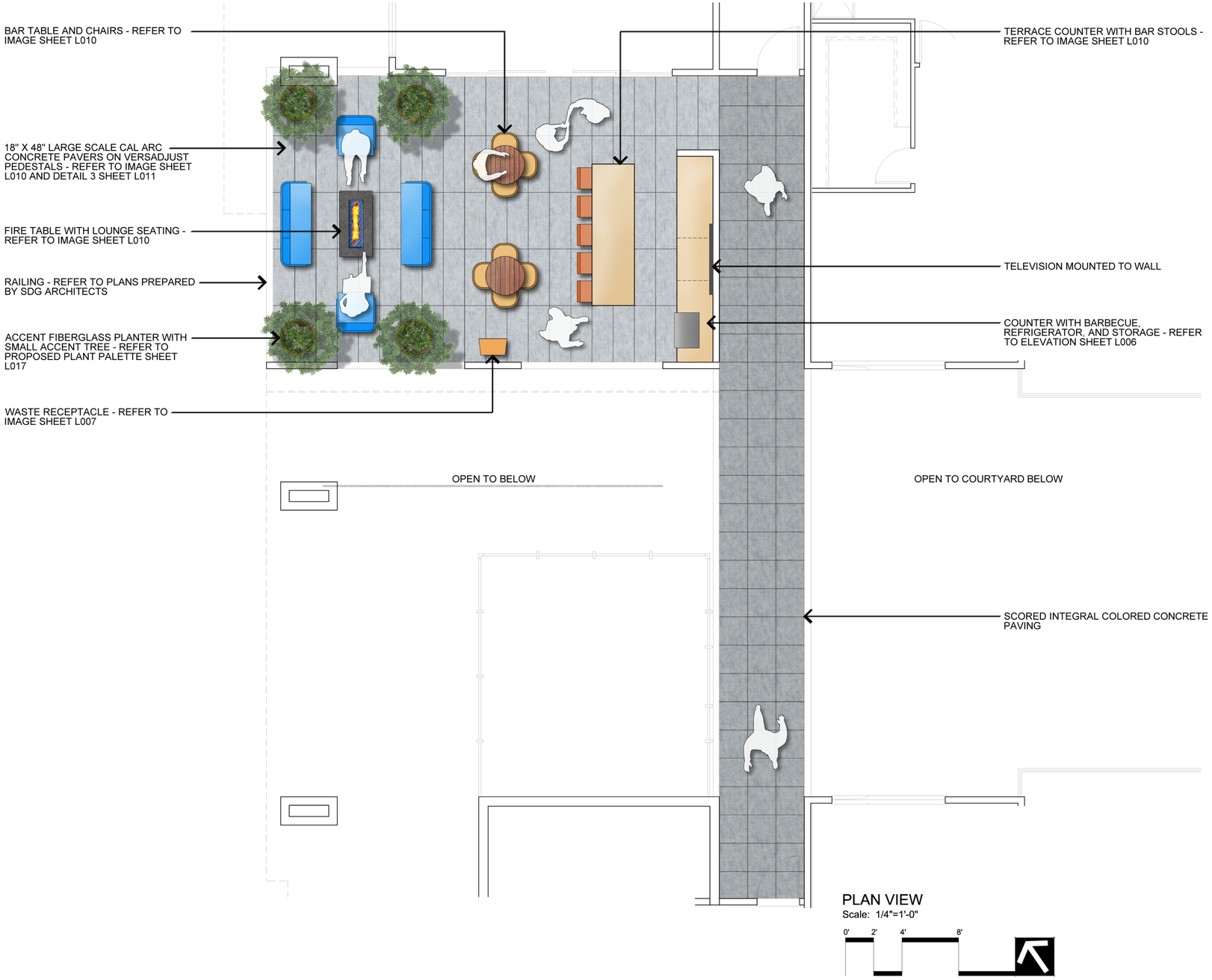

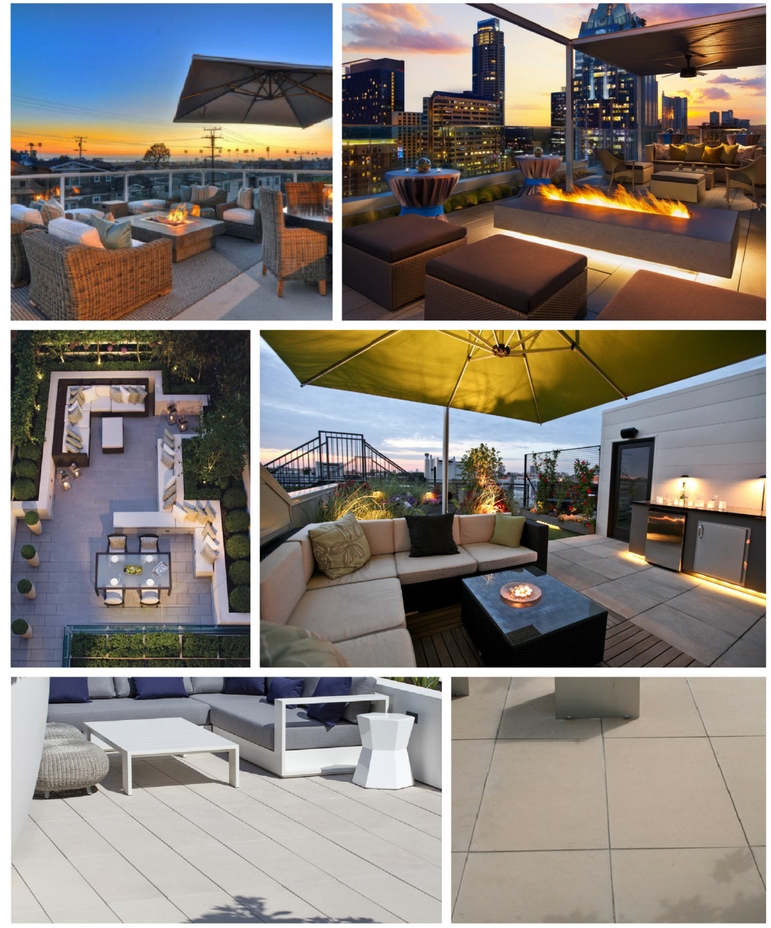

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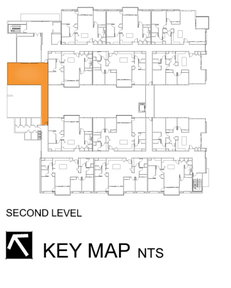

SECOND LEVEL

KEY MAP NTS

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Terrace Enlargement
L003

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SITE AMENITY LEGEND

GROUND LEVEL & COURTYARD

CONCRETE PAVING:

- COLOR: NATURAL GRAY
- FINISH: LIGHT BROOM FINISH

REFER TO DETAIL 1 SHEET L011

INTEGRAL COLORED CONCRETE PAVING WITH ALTERNATING FINISH:

- COLOR: INTEGRAL COLOR
- WIDTH: 18" AND 30"
- FINISH: ACID ETCHED FINISH & LIGHT SAND FINISH

REFER TO IMAGE SHEET L008

STAMPED ASPHALT:

- PATTERN: CAMBRIDGE SLATE WITH 12" WIDE COBBLE BORDER
- COLORS: SLATE, GRANITE, & PEWTER WITH NATURAL CEMENT FOR THE BORDER COLOR
- FROM: PATTER PAVING PRODUCTS (WWW.PATTERNPAVING.COM)

REFER TO IMAGE SHEET L008

DECOMPOSED GRANITE PAVING:

REFER TO DETAIL 2 SHEET L011

TIMBER WOOD STEPS WITH DECORATIVE PEBBLES:

TIMBER
- TYPE: WHITE OAK

DECORATIVE PEBBLES
- SIZE: 3/8"

REFER TO IMAGE SHEET L008

WELDED WIRE MESH FENCE OVER DECORATIVE BLOCK RETAINING WALL:

WELDED WIRE MESH FENCE
- TYPE: ELITE DOUBLE WIRE
- FROM: OMEGA FENCE SYSTEMS (WWW.OMEGAFENCE.COM)

RETAINING WALL
- TYPE:
- FROM: BASALITE (WWW.BASALITE.COM)
- FOR DETAIL REFER TO PLANS PREPARED BY WOOD RODGERS CIVIL ENGINERS

REFER TO IMAGE SHEET L008

TIMBER SEATWALL:

- TYPE: RECLAIMED EUCALYPTUS

REFER TO IMAGE SHEET L008

PERIMETER BENCH:

- TYPE: BEVEL BENCH
- FROM: FORMS + SURFACES (WWW.FORMS-SURFACES.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L007

WASTE RECEPTACLE:

- TYPE: BEVEL LITTER RECEPTACLE
- FINISH: ALUMINUM TEXTURE
- FROM: FORMS + SURFACES (WWW.FORMS-SURFACES.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L007

TABLE AND CHAIRS WITH UMBRELLA:

- TYPE: TANGENT TABLE ENSEMBLE (SURFACE MOUNT) WITH SOLARIS SUNSHADE
- FINISH: ALUMINUM TEXTURE WITH DARK GRAY METAL
- FROM: FORMS + SURFACES (WWW.FORMS-SURFACES.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L008

BICYCLE RACK:

- TYPE: CAPITOL BIKE RACK
- FINISH: ALUMINUM TEXTURE
- FROM: FORMS + SURFACES (WWW.FORMS-SURFACES.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L007

STREET LIGHT & ILLUMINATED BOLLARD:

- TYPE: TRIO BOLLARD & TRIO PEDESTRIAN LIGHTING
- FINISH: ALUMINUM TEXTURE
- FROM: FORMS + SURFACES (WWW.FORMS-SURFACES.COM) OR APPROVED EQUAL

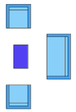
REFER TO IMAGE SHEET L007

FIREPLACE:

VENEER
- TYPE: PORCELAIN TILE
- PATTERN: RANDOM

HEARTH
- TYPE: CAST IN PLACE CONCRETE

REFER TO IMAGE SHEET L005



LOUNGE SEATING AND TABLE:

- TYPE: MARBELLA ALUMINUM COLLECTION 60" CLASSIC SOFA, CLASSIC LOUNGE CHAIR, SIDE TABLE
- FINISH: SLATE
- CUSHION COLOR: CARBON
- FROM: RESTORATION HARDWARE (WWW.RESTORATION HARDWARE.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L009

DINING TABLE AND CHAIRS:

TABLE
- TYPE: MARBELLA ALUMINUM RECTANGULAR DINING TABLE
- SIZE: 72" TABLE
- COLOR: SLATE

CHAIRS
- TYPE: MARBELLA ALUMINUM SIDE CHAIR
- FINSH: SLATE
- CUSHION COLOR: CARBON

- ALL FROM: RESTORATION HARDWARE (WWW.RESTORATIONHARDWARE.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L009

STRING LIGHTS:

REFER TO IMAGE SHEET L008

FLOW THROUGH PLANTERS:

- TYPE: WILSHIRE COLLECTION (FLOW THROUGH)
- SIZE: 3'-0" X 6'-0"
- COLOR: DARK GRAY
- FROM: TOURNESOL SITEWORKS (WWW.TOURNESOL.COM)

REFER TO DETAIL 5 SHEET L018

OUTDOOR KITCHEN:

VENEER
- TYPE: PORCELAIN TILE
- PATTERN: RANDOM

COUNTER-TOP
- FROM: CEASARSTONE (WWW.CEASARSTONEUS.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L005

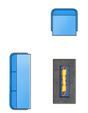
TERRACE

CONCRETE PAVERS ON VERSADJUST PEDESTALS:

PAVERS
- SIZE: 18"X48"
- COLOR: 1804 FRENCH GRAY
- FROM: STEPSTONE, INC. (WWW.STEPSTONEINC.COM) OR APPROVED EQUAL

PEDESTALS
- TYPE: VERSADJUST MODEL NO. V1
- FROM: BISON INNOVATIVE PRODUCTS (WWW.BISONIP.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L010 AND DETAIL 3 SHEET L011



FIRE TABLE WITH LOUNGE SEATING:

FIRE TABLE
- TYPE: TOPANGA RECTANGULAR FIRE TABLE
- FINISH: WEATHERED SLATE

SEATING
- TYPE: HAVANA COLLECTION GARDEN BENCH, LOUNGE CHAIR
- FINISH: GRAPHITE
- CUSHION COLOR: DOVE

- ALL FROM: RESTORATION HARDWARE (WWW.RESTORATIONHARDWARE.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L010

BAR TABLE AND CHAIRS:

TABLE
- TYPE: ANDERSON DESCANSO ROUND BAR TABLE
- SIZE: 35" ROUND TABLE
- FINISH: WEATHERED TEAK
- FROM: LUXE DECOR (WWW.LUXEDECOR.COM) OR APPROVED EQUAL

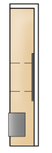
CHAIRS
- TYPE: HAVANA COLLECTION STOOL
- FINISH: GRAPHITE
- CUSHION COLOR: DOVE
- FROM: RESTORATION HARDWARE (WWW.RESTORATIONHARDWARE.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L010

TERRACE COUNTER WITH BAR STOOLS:

STOOLS
- TYPE: MARBELLA TEAK ARMLESS STOOL
- FINISH: WEATHERED TEAK
- FROM: RESTORATION HARDWARE (WWW.RESTORATIONHARDWARE.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L010



COUNTER WITH BARBECUE, FRIDGE, AND STORAGE:

VENEER
- TYPE: PORCELAIN TILE
- PATTERN: RANDOM

COUNTER-TOP
- FROM: CEASARSTONE (WWW.CEASARSTONEUS.COM) OR APPROVED EQUAL

REFER TO IMAGE SHEET L006

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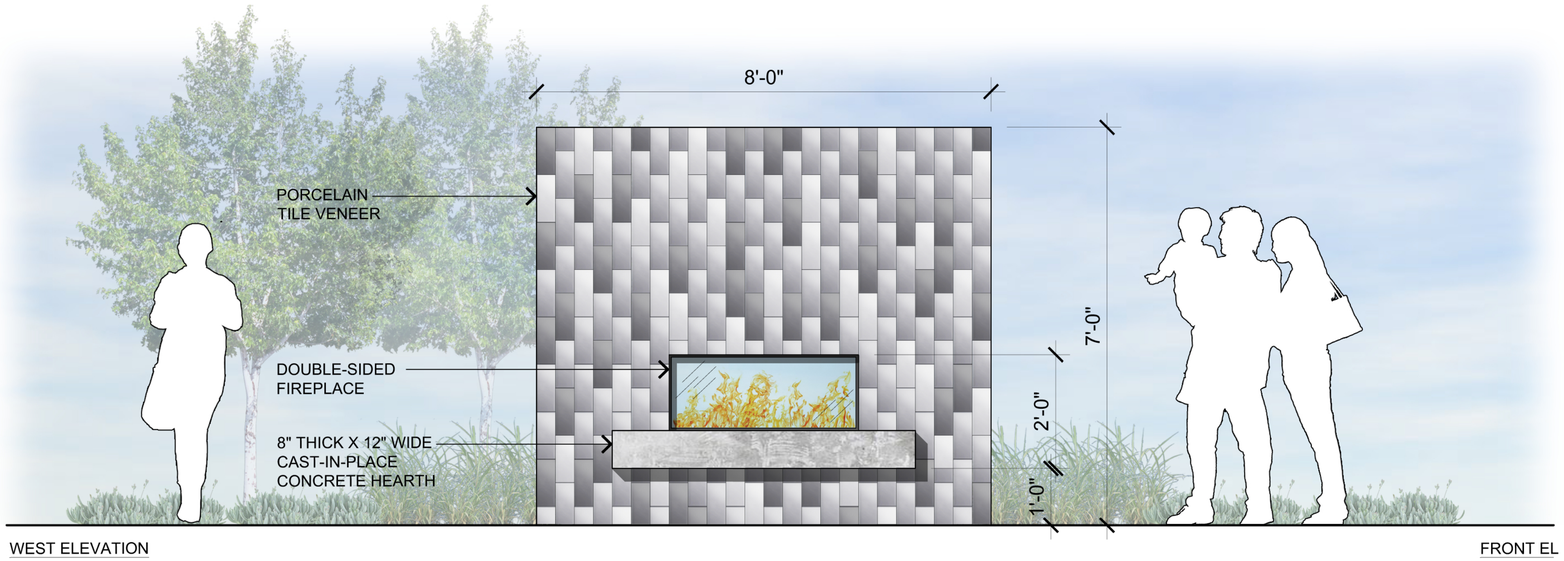
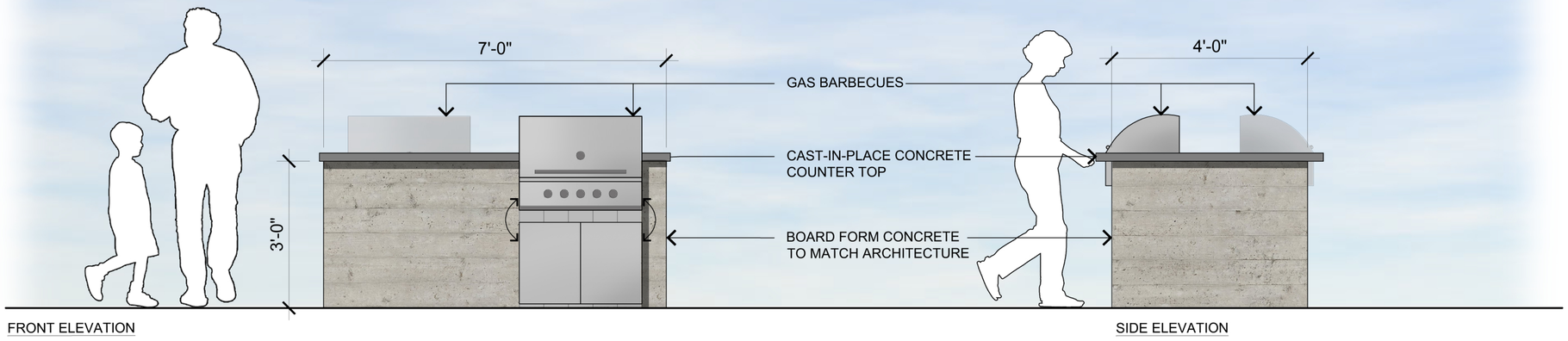


FIREPLACE (GROUND LEVEL COURTYARD)

SCALE 3/4"=1'-0"



OUTDOOR KITCHEN (GROUND LEVEL COURTYARD)

SCALE 3/4"=1'-0"

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Site Amenities (Courtyard)
L005

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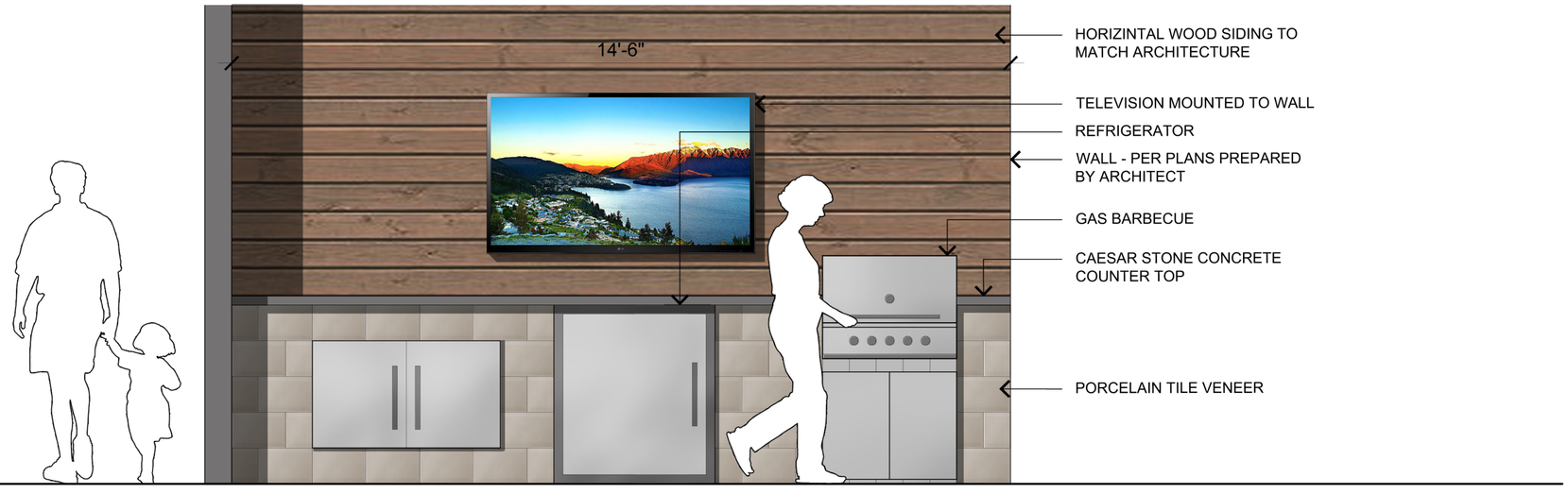

FRONT ELEVATION

TERRACE COUNTER WITH BARBECUE, REFRIGERATOR, AND STORAGE (TERRACE)

SCALE 3/4"=1'-0"

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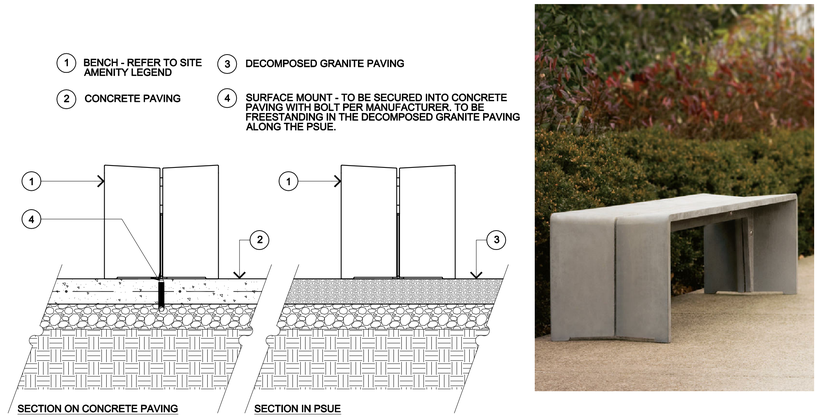
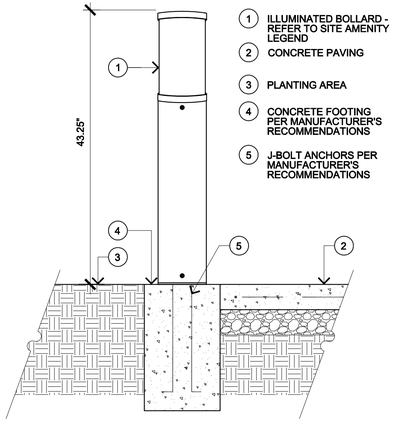


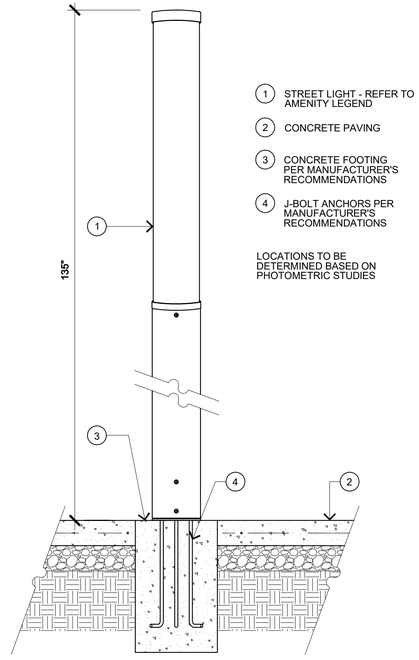
PERIMETER BENCH - REFER TO CONSTRUCTION LEGEND SHEET L004

SCALE: 1"= 1'-0"



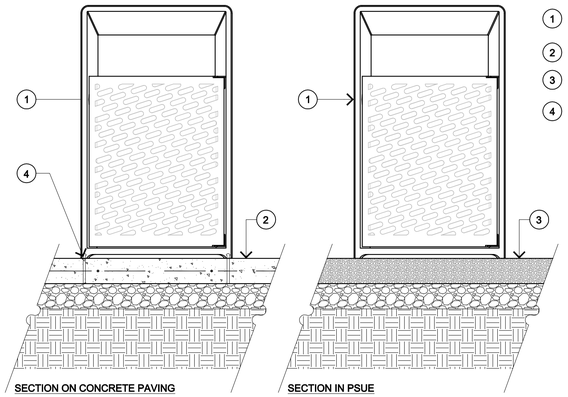
ILLUMINATED BOLLARD - REFER TO CONSTRUCTION LEGEND SHEET L004

SCALE: 1"= 1'-0"



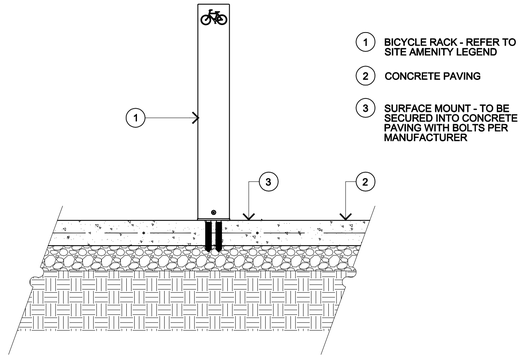
STREET LIGHT - REFER TO CONSTRUCTION LEGEND SHEET L004

SCALE: 1"= 1'-0"



WASTE RECEPTACLE - REFER TO CONSTRUCTION LEGEND SHEET L004

SCALE: 1"= 1'-0"



BICYCLE RACK - REFER TO CONSTRUCTION LEGEND SHEET L004

SCALE: 1"= 1'-0"

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Site Furnishings (Ground Level & Courtyard)
L007

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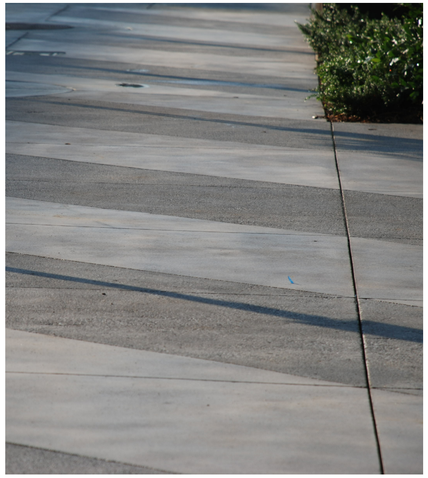

INTEGRAL COLORED CONCRETE PAVING WITH ALTERNATING FINISH

REFER TO CONSTRUCTION LEGEND SHEET L004

STAMPED ASPHALT WITH BAND

REFER TO CONSTRUCTION LEGEND SHEET L004

CONCEPT

WELDED WIRE MESH FENCE OVER DECORATIVE BLOCK RETAINING WALL

REFER TO CONSTRUCTION LEGEND SHEET L004

CONCEPT

TIMBER WOOD STEPS WITH DECORATIVE PEBBLES

CONCEPT

TALL ACCENT PLANTERS

TABLES AND CHAIRS WITH UMBRELLA

REFER TO CONSTRUCTION LEGEND SHEET L004

CONCEPT

TIMBER SEATWALL

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Site Furnishings (Ground Level & Courtyard)
L008

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LOUNGE SEATING AND TABLE

REFER TO CONSTRUCTION LEGEND SHEET L004

CONCEPT

STRING LIGHTS

DINING TABLE AND CHAIRS

REFER TO CONSTRUCTION LEGEND SHEET L004

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CONCRETE PAVERS ON VERSADJUST PEDESTALS

REFER TO CONSTRUCTION LEGEND SHEET L004

CONCEPT

TERRACE COUNTER AND BARSTOOLS

REFER TO CONSTRUCTION LEGEND SHEET L004

FIRE TABLE WITH LOUNGE SEATING

REFER TO CONSTRUCTION LEGEND SHEET L004

BAR TABLE AND CHAIRS

REFER TO CONSTRUCTION LEGEND SHEET L004

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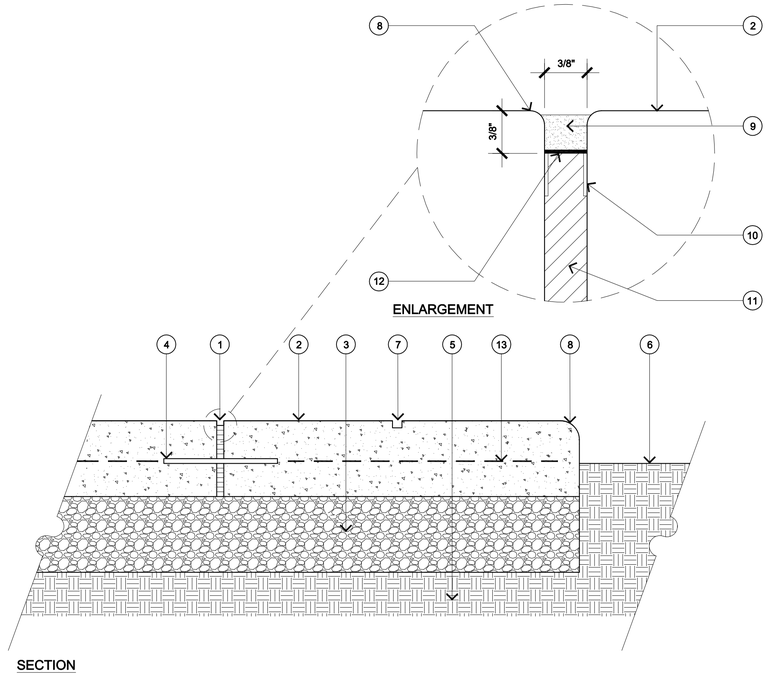


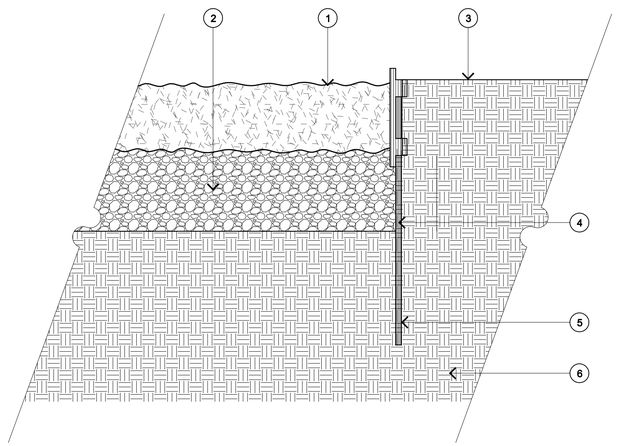
SECTION

1. 3/8" EXPANSION JOINT WITH SEALANT & BACKER ROD. EXPANSION JOINTS SHALL OCCUR EVERY 25' C.C. EACH WAY- REFER TO PLAN FOR LOCATIONS.
2. 4" THICK CONCRETE PAVING - REFER TO CONSTRUCTION LEGEND FOR COLOR AND FINISH
3. 4" THICK CLASS II AGGREGATE SUB BASE
4. #4 X 24" LONG DOWELS @ 24" O.C.
5. 90% COMPACTED SUB GRADE
6. FINISH GRADE AT PLANTING AREA 1" BELOW AT TURF AREAS, 2" AT SHRUB AND GROUNDCOVER AREAS
7. SAWCUT JOINT- 1" DEEP X 1/4" WIDE SAWCUT @ 12"C.C. EACH WAY, REFER TO PLANS FOR LOCATIONS (TYP.)
8. RADIUSED EDGE
9. SEALANT - ALSO INSTALL WHERE PAVING ABUTS TO BUILDING FOUNDATIONS.
10. PVC CAP
11. EXPANSION MATERIAL
12. BOND BREAKER TAPE
13. #3 REBAR @ 18" O.C. BOTH WAYS

NOTE:
CONCRETE MIX SHALL BE LOW SHRINK.

1 CONCRETE PAVING

SCALE : 3"=1'-0"



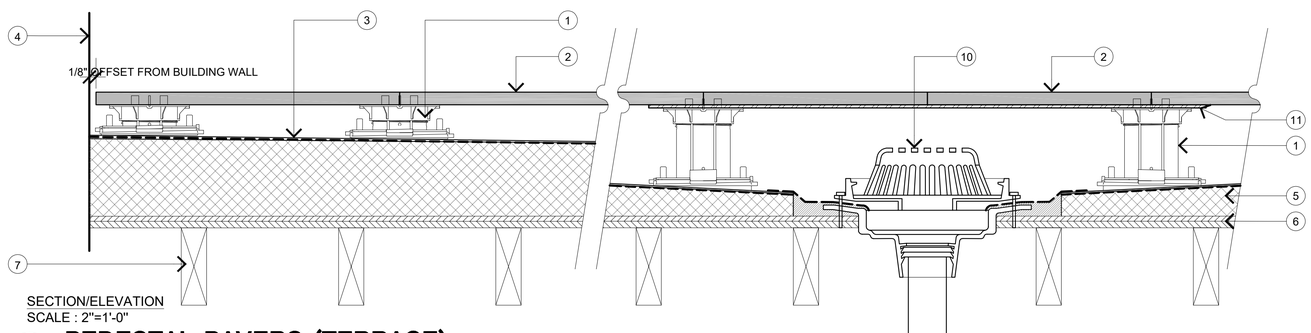
SECTION

1. 3" LAYER COMPACTED DECOMPOSED GRANITE WITH STABILIZER. SET FLUSH WITH TOP OF ADJACENT PAVING - SEE CONSTRUCTION LEGEND
2. 4" THICK LAYER OF CALTRANS CLASS II AB AT 95% RELATIVE COMPACTION TO BE MOISTURE CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT AND RE-COMPACTED TO 90% RELATIVE COMPACTION PER SOILS REPORT
3. FINISH GRADE (PLANTING AREA)
4. STEEL EDGING - SEE CONSTRUCTION LEGEND
5. 15" STEEL STAKE
6. COMPACTED SUBGRADE OR ENGINEERED FILL PER SOILS REPORT

2 DECOMPOSED GRANITE PAVING

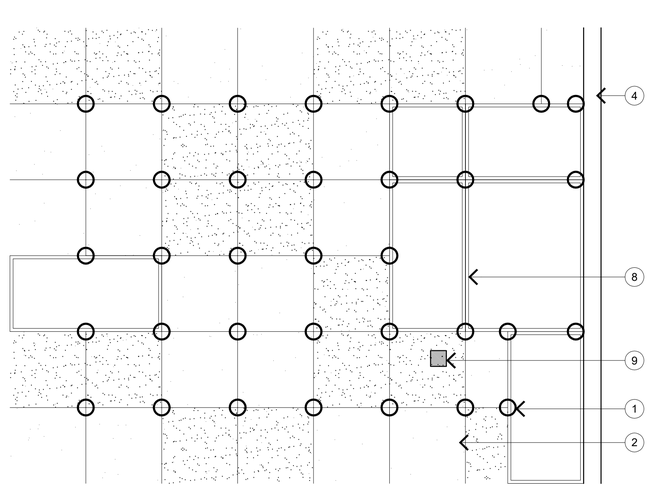
SCALE : 3"=1'-0"

1. BISON ADJUSTABLE PEDESTAL DECK SUPPORTS - REFER TO CONSTRUCTION LEGEND
2. CONCRETE PAVERS - REFER TO CONSTRUCTION LEGEND
3. TPO ROOFING MEMBRANE - REFER TO PLANS PREPARED BY KTGY
4. BUILDING EDGE
5. TAPERED RIGID INSULATION - REFER TO PLANS PREPARED BY KTGY
6. DECK SHEATHING - REFER TO PLANS PREPARED BY KTGY
7. BEAMS PER STRUCTURAL PLANS
8. PLANTER - REFER TO CONSTRUCTION LEGEND
9. PERGOLA POST
10. ROOF DRAIN - REFER TO PLANS PREPARED BY ARCHITECT
11. 1/4" STEEL PLACE PER BISON SPECIFICATIONS

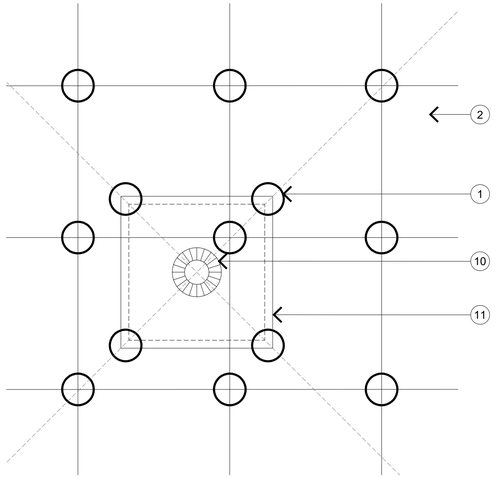


SECTION/ELEVATION
SCALE : 2"=1'-0"

3 PEDESTAL PAVERS (TERRACE)



TYPICAL PEDESTAL LOCATION PLAN
SCALE : 1/2"=1'-0"



TYPICAL PEDESTAL LOCATION PLAN AT DRAIN
SCALE : 1"=1'-0"

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Construction Details (Ground Level, Courtyard, & Terrace)
L011

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IRRIGATION NOTES

1. THESE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE OF THE WORK TO BE INSTALLED. ALL PIPING, VALVES, AND OTHER IRRIGATION COMPONENTS MAY BE SHOWN WITHIN PAVED AREAS FOR GRAPHIC CLARITY ONLY AND ARE TO BE INSTALLED WITHIN PLANTING AREAS. DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, CONDUIT, AND OTHER ITEMS WHICH MAY BE REQUIRED. IN THE EVENT OF FIELD DISCREPANCY WITH CONTRACT DOCUMENTS, PLAN THE INSTALLATION WORK ACCORDINGLY BY NOTIFICATION AND APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE AND ACCORDING TO THE CONTRACT SPECIFICATIONS. NOTIFY AND COORDINATE IRRIGATION CONTRACT WORK WITH APPLICABLE CONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE, CONDUIT OR SLEEVES THROUGH OR UNDER WALL, ROADWAYS, PAVING AND STRUCTURES BEFORE CONSTRUCTION. IN THE EVENT THESE NOTIFICATIONS ARE NOT PERFORMED, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR REQUIRED REVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, STANDARDS, AND REGULATIONS. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF THE NATIONAL ELECTRIC CODE; THE UNIFORM PLUMBING CODE, PUBLISHED BY THE WESTERN PLUMBING OFFICIALS ASSOCIATION; AND OTHER STATE OR LOCAL LAWS OR REGULATIONS. NOTHING IN THESE DRAWINGS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES OR REGULATIONS. THE CONTRACTOR SHALL FURNISH WITHOUT ANY EXTRA CHARGE, ANY ADDITIONAL MATERIAL AND LABOR WHEN REQUIRED BY THE COMPLIANCE WITH THESE CODES AND REGULATIONS.

3. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LAYOUT AND INSTALLATION OF THE PLANT MATERIALS TO INSURE THAT THERE WILL BE COMPLETE AND UNIFORM IRRIGATION COVERAGE OF PLANTING IN ACCORDANCE WITH THESE DRAWINGS, AND CONTRACT DOCUMENTS. THE IRRIGATION LAYOUT SHALL BE CHECKED BY THE CONTRACTOR AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF ANY CHANGES, DELETIONS, OR ADDITIONS ARE REQUIRED. IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO INSTALLATION OF PLANT MATERIAL.

4. THE INTENT OF THIS IRRIGATION SYSTEM IS TO PROVIDE THE MINIMUM AMOUNT OF WATER REQUIRED TO SUSTAIN GOOD PLANT HEALTH.

5. IT IS THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR AND/OR OWNER TO PROGRAM THE IRRIGATION CONTROLLER(S) TO PROVIDE THE MINIMUM AMOUNT OF WATER NEEDED TO SUSTAIN GOOD PLANT HEALTH. THIS INCLUDES MAKING ADJUSTMENTS TO THE PROGRAM FOR SEASONAL WEATHER CHANGES, PLANT MATERIAL, WATER REQUIREMENTS, MOUNDS, SLOPES, SUN, SHADE AND WIND EXPOSURE.

6. IT IS THE RESPONSIBILITY OF A LICENSED ELECTRICAL CONTRACTOR TO PROVIDE 120 VOLT A.C. (2.5 AMP DEMAND PER CONTROLLER) ELECTRICAL SERVICE TO THE CONTROLLER LOCATION(S). IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE THE ELECTRICAL SERVICE STUB-OUT TO THE CONTROLLER(S). PROVIDE PROPER GROUNDING PER CONTROLLER MANUFACTURER'S INSTRUCTIONS AND IN ACCORDANCE WITH LOCAL CODES.

7. PROVIDE EACH IRRIGATION CONTROLLER WITH ITS OWN INDEPENDENT LOW VOLTAGE COMMON GROUND WIRE.

8. INSTALL NEW BATTERIES IN THE IRRIGATION CONTROLLER(S) TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURES. USE QUANTITY, TYPE AND SIZE REQUIRED AS PER CONTROLLER MANUFACTURER'S INSTRUCTIONS.

9. IRRIGATION CONTROL WIRES: SOLID COPPER WITH U.L. APPROVAL FOR DIRECT BURIAL IN GROUND. COMMON GROUND WIRE: SIZE #12-1 WIRE WITH A WHITE INSULATING JACKET. CONTROL WIRE SERVICING REMOTE CONTROL VALVES: SIZE #14-1 WIRE WITH INSULATING JACKET OF COLOR OTHER THAN WHITE. SPLICES SHALL BE MADE WITH 3M-DBY SEAL PACKS OR APPROVED EQUAL.

10. INSTALL TWO SPARE CONTROL WIRES OF A DIFFERENT COLOR ALONG THE ENTIRE MAIN

11. SPLICING OF LOW VOLTAGE WIRES IS PERMITTED IN VALVE BOXES ONLY. LEAVE A 36" LONG, 1" DIAMETER COIL OF EXCESS WIRE AT EACH SPLICE AND A 36" LONG EXPANSION LOOP EVERY 100 FEET ALONG WIRE RUN. TAPE WIRES TOGETHER EVERY TEN FEET. DO NOT TAPE WIRES TOGETHER WHERE CONTAINED WITHIN SLEEVING OR CONDUIT.

12. INSTALL BLACK PLASTIC VALVE BOXES WITH BOLT DOWN, NON HINGED COVER MARKED "IRRIGATION". BOX BODY SHALL HAVE KNOCK OUTS. ACCEPTABLE VALVE BOX MANUFACTURER'S INCLUDE NDS, CARSON OR APPROVED EQUAL.

13. INSTALL REMOTE CONTROL VALVE BOXES 12" FROM WALK, CURB, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, INSTALL EACH BOX AN EQUAL DISTANCE FROM THE WALK, CURB, BUILDING OR LANDSCAPE FEATURE AND PROVIDE 12" BETWEEN BOX TOPS. ALIGN THE SHORT SIDE OF RECTANGULAR VALVE BOXES PARALLEL TO WALK, CURB, BUILDING OR LANDSCAPE FEATURE.

14. VALVE LOCATIONS SHOWN ARE DIAGRAMMATIC. INSTALL IN GROUND COVER/SHRUB AREAS (AVOID LAWN AREAS WHERE POSSIBLE).

15. THE CONTRACTOR SHALL LABEL CONTROL LINE WIRE AT EACH REMOTE CONTROL VALVE WITH A 2 1/4" X 2 3/4" POLYURETHANE I.D. TAG, INDICATING IDENTIFICATION NUMBER OF VALVE (CONTROLLER AND STATION NUMBER). ATTACH LABEL TO CONTROL WIRE. THE CONTRACTOR SHALL PERMANENTLY STAMP ALL VALVE BOX LIDS WITH APPROPRIATE IDENTIFICATION AS NOTED IN CONSTRUCTION DETAILS.

16. INSTALL A GATE VALVE TO ISOLATE EACH REMOTE CONTROL VALVE OR GROUP OF RCV'S LOCATED TOGETHER. GATE VALVE SIZE SHALL BE SAME AS THE LARGEST REMOTE CONTROL VALVE IN MANIFOLD.

17. FLUSH AND ADJUST IRRIGATION OUTLETS AND NOZZLES FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALKS, ROADWAYS, AND/OR BUILDINGS. SELECT THE BEST DEGREE OF THE ARC AND RADIUS TO FIT THE EXISTING SITE CONDITIONS AND THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH CONTROL ZONE.

18. SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE.

19. INSTALL NON POP-UP ROTARY SPRINKLERS 24" FROM WALKS AND CURBS.

20. LOCATE EMITTER OUTLETS ON UPHILL SIDE OF PLANT OR TREE.

21. LOCATE BUBBLERS ON UPHILL SIDE OF PLANT OR TREE.

22. INSTALL A HUNTER HCV SERIES, KBI CV SERIES, OR APPROVED EQUAL SPRING LOADED CHECK VALVE IN SPRINKLER RISER ASSEMBLIES WHERE LOW OUTLET DRAINAGE WILL CAUSE EROSION AND/OR EXCESS WATER.

23. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE CAUTION TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATE BY HAND IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR. BACK FILL TRENCHES ADJACENT TO TREE WITHIN TWENTY-FOUR (24) HOURS. WHERE THIS IS NOT POSSIBLE, SHADE THE SIDE OF THE TRENCH ADJACENT TO THE TREE WITH WET BURLAP OR CANVAS.

24. NOTIFY LOCAL JURISDICTIONS FOR INSPECTION AND TESTING OF INSTALLED BACKFLOW PREVENTION DEVICE.

25. THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE SHOWN ON THE IRRIGATION DRAWINGS. VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER'S AUTHORIZED REPRESENTATIVE.

26. IRRIGATION DEMAND: REFER TO PLANS.

27. PIPE SIZING SHOWN ON THE DRAWINGS IS TYPICAL. AS CHANGES IN LAYOUT OCCUR DURING STAKING AND CONSTRUCTION THE SIZE MAY NEED TO BE ADJUSTED ACCORDINGLY.

28. PIPE THREAD SEALANT COMPOUND SHALL BE RECTOR SEAL #5.

29. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR CHANGES IN THE IRRIGATION LAYOUT DUE TO OBSTRUCTIONS NOT SHOWN ON THE IRRIGATION DRAWINGS SUCH AS LIGHTS, FIRE HYDRANTS, SIGNS, ELECTRICAL ENCLOSURES, ETC.

30. WHEN WORK OF THIS SECTION HAS BEEN COMPLETED AND SUCH OTHER TIMES AS MAY BE DIRECTED, REMOVE ALL TRASH, DEBRIS, SURPLUS MATERIALS AND EQUIPMENT FROM SITE.

IRRIGATION LEGEND

SYMBOL	MODEL NUMBER	DESCRIPTION	NOZZLE GPM	OPERATING PSI	OPERATING RADIUS (FEET)
○ ⊖ ⊕	570Z-6P-PRX-COM/ O-T-15-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	2.3,1.16, 0.58	30	12–15
● ◒ ◔	570Z-6P-PRX-COM/ O-T-12-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	1.5,0.75,.37	30	10–12
◇ ⊖ ⊕	570Z-6P-PRX-COM/ O-T-10-F,H,Q	TORO POP-UP SPRAY SPRINKLER (TURF)	1.03,0.51, 0.23	30	8–10
ⓥ ▽ ▽	570Z-12P-PRX-COM/ O-T-15-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	2.3,1.16, 0.58	30	12–15
ⓥ ▽ ▽	570Z-12P-PRX-COM/ O-T-12-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	1.5,0.75,.37	30	10–12
▼ ▼ ▼	570Z-12P-PRX-COM/ O-T-10-F,H,Q	TORO POP-UP SPRAY SPRINKLER (SHRUB)	1.03,0.51, 0.23	30	8–10
◘	570S/FB-25-PC	TORO BUBBLER, 1 PER SHRUB	0.25	30	TRICKLE
■	570S/FB-50-PC	TORO BUBBLER, 2 PER TREE	0.5	30	TRICKLE
	T-YD-500-34	TORO AIR RELIEF VALVE			
	FCH-H-FIPT	TORO FLUSH VALVE			
	T-DL-MP9	TORO DRIP ZONE INDICATOR			
	P-220-26-6	TORO MASTER VALVE (NORMALLY CLOSED)			
	TFS-150	TORO FLOW SENSOR			
	P-220-26 SERIES	TORO REMOTE CONTROL VALVE			
	P220-27-04/ T-ALFD10150-L	TORO REMOTE CONTROL VALVE WITH A PRESSURE REGULATOR (SET TO 45 PSI) AND A 1" DISC FILTER			
	33 DNP	RAIN BIRD QUICK COUPLING VALVE			
	T113-K	NIBCO GATE VALVE (LINE SIZE)-2.5" AND SMALLER.			
	975XLSEU-2"	WILKINS REDUCED PRESSURE BACKFLOW ASSEMBLY			
	MC-30E/CL-R1	IRRITROL MC-E CONTROLLER IN A PEDESTAL ENCLOSURE WITH MAINTENANCE REMOTE. USE IN CONJUNCTION WITH CLIMATE LOGIC WEATHER SENSING SYSTEM.			
	CL-100-WIRELESS	IRRITROL CLIMATE LOGIC WEATHER SENSING SYSTEM. AUTOMATICALLY GATHERS ON-SITE WEATHER INFORMATION AND CALCULATES WATER REQUIREMENTS AND WATERING SCHEDULES.			

	CONTROLLER AND STATION NUMBER
	FLOW (GPM)
	REMOTE CONTROL VALVE SIZE (IN INCHES)
	ASSOCIATED REMOTE CONTROL VALVE
	CONTROLLER AND STATION NUMBER
	AREA (SQ. FT.)
	FLOW (GPM)
	REMOTE CONTROL VALVE SIZE (IN INCHES)
	ASSOCIATED REMOTE CONTROL VALVE
MAIN LINE:	2 1/2" AND SMALLER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 18" COVER.
LATERAL LINE:	3/4" AND LARGER: 1120-SCHEDULE 40 PVC PLASTIC PIPE WITH SCHEDULE 40 PVC SOLVENT WELD FITTINGS. 12" COVER.
SLEEVING:	SCHEDULE 40 PVC PLASTIC PIPE. COVER TO BE AS INDICATED IN SPECIFICATIONS OR AS INDICATED ABOVE FOR PIPE DEPTH OF COVER.
DRIP ZONE:	TORO DL2000 SERIES DRIPLINE WITH LOC-EZE FITTINGS, PART #RGP-212. TUBING TO BE INSTALLED 4" BELOW GRADE IN A 12" O.C. GRID ACCORDING TO DETAILS. MINIMUM PIPE SIZE OF PVC LATERAL LINE WITHIN DRIP AREAS TO BE 1". EXTEND PVC HEADERS TO THE ENDS OF ALL DRIP ZONES TO BALANCE FLOW. SEE DETAILS FOR FURTHER INFORMATION.
DRIP ZONE:	TORO BLUE STRIPE POLYETHYLENE HOSE. INSTALL ON-GRADE AS DETAILED. SEE DETAILS FOR INSTALLATION AND PART NUMBERS. INSTALL A END CLAMP AT THE END OF EACH DRIP ZONE REGION.
FLOW SENSOR/ MASTER CABLE:	APPROXIMATE ROUTING OF FLOW SENSOR AND MASTER VALVE WIRES IN SEPARATE 1" CONDUITS. REFER TO DETAILS FOR MORE INFORMATION.

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Irrigation Notes & Legend (Privately Maintained Landscape Areas)
L012

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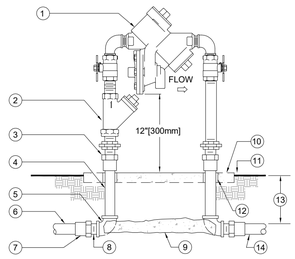


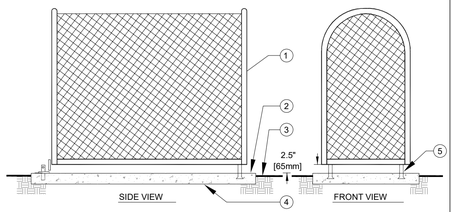
1. REDUCED PRESSURE BACKFLOW ASSEMBLY.
2. YB "Y" STRAINER SYSTEM (AS REQUIRED).
3. WROUGHT COPPER MALE ADAPTER-2 TOTAL (SOLDER x THREAD CONNECTION).
4. COPPER TYPE "K" PIPE (LENGTH AS REQUIRED).
5. WROUGHT COPPER 90° ELBOW-2 TOTAL (SOLDER x THREAD CONNECTION).
6. PVC MAIN LINE TO POINT OF CONNECTION.
7. BUSH AS NECESSARY FOR SIZE TRANSITION.
8. SCHEDULE 40 PVC MALE ADAPTER-2 TOTAL.
9. **CONCRETE SUPPORT BLOCK.**
10. CONCRETE PAD-SEE ENCLOSURE DETAIL.
11. FINISH GRADE.
12. PVC SLEEVE BOTH SIDES.
13. REFER TO IRRIGATION LEGEND
14. PVC MAIN LINE TO IRRIGATION SYSTEM.

NOTES:

1. **INSTALL A FREEZE PREVENTATIVE BLANKET AROUND BACKFLOW ASSEMBLY. BLANKET SHALL BE GREEN.**
2. DO NOT SOLDER CONNECT FITTINGS WHILE THREADED INTO BACKFLOW ASSEMBLY. THIS MAY CAUSE DAMAGE TO DEVICE.
3. NIPPLES AND FITTINGS TO BE SAME IPT SIZE AS BACKFLOW ASSEMBLY.
4. PROVIDE A STAINLESS STEEL ENCLOSURE TO COMPLETELY ENCLOSE DEVICE. INSTALL ENCLOSURE TO CONCRETE BASE AS DIRECTED BY MANUFACTURER.

1 REDUCED PRESSURE BACKFLOW ASSEMBLY

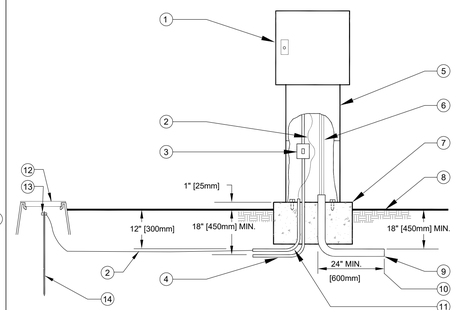
SCALE: NONE
DET: RPB-1



1. STAINLESS STEEL ENCLOSURE TO COMPLETELY ENCLOSE DEVICE
2. SET PAD 1/2" [13MM] ABOVE FINISH GRADE
3. FINISH GRADE
4. 6" [150mm] THICK CONCRETE PAD FOR ENCLOSURE SUPPORT TO EXTEND 6" [150mm] BEYOND ENCLOSURE ON ALL SIDES. CONCRETE TO HAVE MEDIUM BROOM FINISH.
5. MOUNTING BRACKETS (STANDARD WITH ENCLOSURE) TO BE SET INTO CONCRETE PAD. PROVIDE LOCKING TAB TO ACCEPT PADLOCK PER MANUFACTURER'S INSTRUCTION.

2 BACKFLOW ASSEMBLY ENCLOSURE

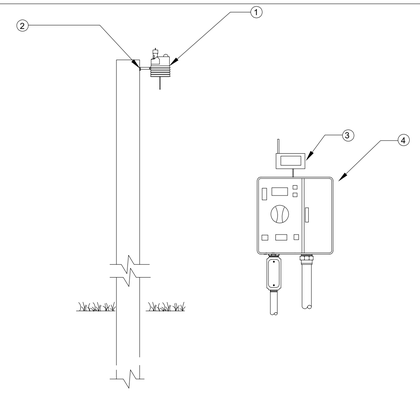
SCALE: NONE
DET: ENC-SMOOTH



1. IRRIGATION CONTROLLER.
2. #6 BARE COPPER GROUND WIRE.
3. 120 VOLT LOCKABLE WEATHERPROOF ON/OFF SWITCH PROVIDED UNDER IRRIGATION CONTRACT.
4. 120 VOLT A.C. ELECTRICAL SERVICE FROM SOURCE TO CONTROLLER LOCATION PROVIDED BY CONTRACTOR. IRRIGATION CONTRACTOR TO PROVIDE RIGID STEEL CONDUIT FROM SERVICE STUB-OUT TO CONTROLLER GCFI SWITCH AND COMPLETE ELECTRICAL SERVICE TO CONTROLLER.
5. PEDESTAL ENCLOSURE.
6. LOW VOLTAGE CONTROL WIRING.
7. **CONCRETE PAD-6" [150mm] THICK (MIN.) EXTEND 6" [150mm] BEYOND EACH SIDE AND BACK, 24" [600mm] IN FRONT AND 1" [25mm] ABOVE FINISH GRADE.**
8. FINISH GRADE.
9. **SCHEDULE 40 GREY PVC ELECTRICAL CONDUIT WITH SWEEP ELL FOR LOW VOLTAGE WIRE.**
10. 24" MIN. [600mm] AND OR 12" [300mm] BEYOND HARDSCAPE.
11. 1 1/2" [40mm] PVC SWEEP ELL FOR GROUND WIRE.
12. 6" ROUND BLACK PLASTIC BOX WITH T-LID FOR GROUND ROD.
13. CADWELD CONNECTIONS
14. 8' LONG COPPER GROUND ROD. LOCATE A MINIMUM OF 10' AWAY FROM CONTROLLER.

3 CONTROLLER - PEDESTAL MOUNT

SCALE: NONE
DET: PED-CONT

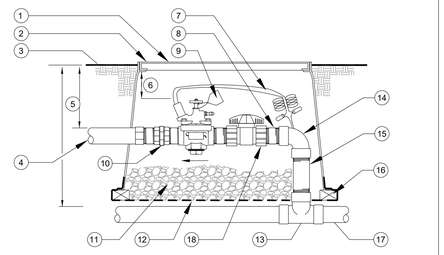


NOTE: MAXIMUM LINE OF SIGHT FROM SENSOR TO RECEIVER IS 1000 FT. DISTANCE IS LESS IF OBSTRUCTIONS EXIST. SENSOR MUST BE INSTALLED IN "CLEAR SPACE" WHERE IT IS EXPOSED TO UNOBSTRUCTED RAINFALL AND IS CLEAR OF IRRIGATION SPRAY..

1. WIRELESS CLIMATE SENSOR TRANSMITTER
2. SUITABLE POST, POLE, OR GUTTER MOUNT. MOUNT IN LOCATION WHERE SENSOR CAN RECEIVE FULL SUN, IS OPEN TO RAINFALL AND OUT OF SPRINKLER SPRAY PATTERN
3. SENSOR RECEIVER
4. CONTROLLER

4 WIRELESS WEATHER SENSOR

SCALE: NONE
DET: CL-W



1. REMOTE CONTROL VALVE WITH FLOW CONTROL AND MANUAL BLEED (PRESSURE REGULATOR WHERE SHOWN ON PLANS).
2. USE A 14" X 19" RECTANGULAR PLASTIC VALVE BOX WITH BOLT DOWN LID FOR 1" VALVES. FOR 1.5" AND LARGER VALVES INSTALL BALL VALVE WITHIN A SEPARATE 10" ROUND BOX OR ONE BALL VALVE PER MANIFOLD OF VALVES. GATE VALVE SIZE SHALL BE SAME AS LARGEST VALVE WITHIN MANIFOLD. ONE VALVE PER BOX- NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL.
3. FINISH GRADE.
4. PVC LATERAL LINE.
5. REFER TO IRRIGATION SPECS.
6. 3" [75mm] MIN, 6" [150mm] MAX.
7. VALVE CONTROL WIRE- PROVIDE SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL.
8. SCHEDULE 80 PVC NIPPLE (4 TOTAL).
9. VALVE I.D. TAG (CONTROLLER AND STATION NUMBER).
10. SCHEDULE 80 PVC THREADED UNION.
11. **PEA GRAVEL OR 3/4" DRAIN ROCK- 4" [100mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX).**
12. 19 GAUGE 1/2" [12mm] SQUARE WIRE MESH.
13. UPC APPROVED SCHEDULE 40 PVC TEE.
14. SCHEDULE 80 PVC 90° ELBOW (TxT).
15. SCHEDULE 80 PVC NIPPLE- LENGTH AS REQUIRED.
16. BRICK-1 EACH CORNER.
17. PVC MAIN LINE.
18. SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE).

5 REMOTE CONTROL VALVE

SCALE: NONE
DET: RCV-UN-BV

1. FINISH GRADE
2. JUMBO RECTANGULAR PLASTIC VALVE BOX WITH BOLT DOWN LID. ONE VALVE PER BOX- NO EXCEPTIONS. INSTALL BOX AS SHOWN IN BOX INSTALLATION DETAIL.
3. SCHEDULE 80 PVC UNION BALL VALVE (ONE PER VALVE)
4. PRESSURE REGULATOR (INCLUDED IN DRIP ZONE KIT)
5. REMOTE CONTROL VALVE DRIP ZONE KIT. (SHALL INCLUDE VALVE, FILTER AND A 40 PSI PRESSURE REDUCING VALVE)
6. VALVE I.D. TAG (CONTROLLER AND STATION NUMBER).
7. SCHEDULE 40 MALE ADAPTER
8. BRICK-1 EACH CORNER.
9. PVC MAIN LINE.
10. UPC APPROVED SCHEDULE 40 PVC TEE.
11. SCHEDULE 80 PVC NIPPLE-(4-TOTAL) LENGTH AS REQUIRED.
12. **PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK - 4" [102mm] DEEP BELOW VALVE (NO SOIL IN VALVE BOX).**
13. 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.
14. SCHEDULE 80 PVC 90° ELBOW (TxT).
15. VALVE CONTROL WIRE- PROVIDE 3M-DBY SEAL PACKS AT ALL SPLICES AND 3' [1m] OF EXCESS UF WIRE IN A 1" [25mm] DIAMETER COIL.
16. Y-FILTER (INCLUDED IN DRIP ZONE KIT)

6 REMOTE CONTROL VALVE (DRIPZONE)

SCALE: NONE
DET: RCV-FILTER4

INSTRUCTIONS:

1. STRIP WIRES APPROXIMATELY 1/2" (13 mm) TO EXPOSE WIRE.
2. TWIST CONNECTOR AROUND WIRES CLOCKWISE UNTIL HAND TIGHT, DO NOT OVERTIGHTEN.
3. INSERT WIRE ASSEMBLY INTO PLASTIC TUBE UNTIL WIRE CONNECTOR SNAPS PAST LIP IN BOTTOM OF TUBE.
4. PLACE WIRES WHICH EXIT TUBE IN WIRE EXIT HOLES AND CLOSE CAP UNTIL IT SNAPS.
5. INSPECT FINAL SPLICE ASSEMBLY TO BE SECURE AND FINISHED.

7 WEATHERPROOF WIRE SPLICE ASSEMBLY

SCALE: NONE
DET: WIRE-SPL

1. 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID.
2. 8" [200mm] CLASS 160 OR SCHEDULE 40 PVC PIPE (NOTCH TO FIT OVER MAIN LINE PIPE).
3. PVC MAIN LINE.
4. FINISH GRADE.
5. PEA GRAVEL OR 3/4" [20mm] DRAIN ROCK - 4" [100mm] DEEP (NO SOIL IN VALVE BOX).
6. BRICK-2 TOTAL.
7. 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.
8. GATE VALVE.
9. MALE ADAPTER. REFER TO LEGEND FOR FITTING TYPE.

8 GATE VALVE

SCALE: NONE
DET: SGVD

1. 10" ROUND PLASTIC VALVE BOX WITH BOLT DOWN LID.
2. 1 1/4" x 1 1/4" x 3/16" [30mm x 30mm x 5mm] ANGLE IRON 30" [760mm] LONG W/2 STAINLESS STEEL STRAPS (ONE AROUND QCV).
3. PVC MAIN LINE.
4. 3" [75mm] LONG SCHEDULE 80 PVC THREADED NIPPLE.
5. FINISH GRADE.
6. QUICK COUPLING VALVE.
7. 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.
8. BRICK - 2 TOTAL.
9. SCHEDULE 80 PVC THREADED NIPPLE.
10. 10" [250mm] LONG SCHEDULE 80 PVC THREADED NIPPLE.
11. UPC APPROVED SCHEDULE 40 PVC TEE OR ELBOW.
12. SCHEDULE 80 PVC THREADED 90° ELL.

NOTE:
NIPPLES AND FITTINGS TO BE SAME SIZE AS VALVE IPT INLET THREAD SIZE.

9 QUICK COUPLING VALVE

SCALE: NONE
DET: QUICK-C2

1. CONTROLLER AND STATION
2. VALVE TYPE
3. HEAT BRAND LETTERS AND NUMBERS INTO LID.
4. VALVE BOX COVER
5. RECTANGULAR VALVE BOX
6. ROUND VALVE BOX FOR QCV AND GATE VALVE.
7. HEAT BRAND LETTERS AND NUMBERS INTO LID (TYPICAL).
8. EDGE OF LAWN, WALK, FENCE, CURB, ETC.

INSTRUCTIONS:

1. CENTER VALVE BOX OVER REMOTE CONTROL VALVE TO FACILITATE SERVICING VALVE.
2. SET BOXES 1" [25mm] ABOVE FINISH GRADE OR MULCH COVER IN GROUND COVER/SHRUB AREA AND FLUSH WITH FINISH GRADE IN TURF AREA.
3. SET RCV AND VALVE BOX ASSEMBLY IN GROUND COVER/SHRUB AREA WHERE POSSIBLE. INSTALL IN LAWN ONLY IF GROUND COVER DOES NOT EXIST ADJACENT TO LAWN.
4. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF LAWN, WALK, FENCE, CURB, ETC.
5. AVOID HEAVILY COMPACTING SOIL AROUND VALVE BOXES TO PREVENT COLLAPSE AND DEFORMATION OF VALVE BOX SIDES.
6. INSTALL EXTENSION BY VALVE BOX MANUFACTURER AS REQUIRED TO COMPLETELY ENCLOSE ASSEMBLY FOR EASY ACCESS.

10 VALVE BOX INSTALLATION

SCALE: NONE
DET: VALVE-B1

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Irrigation Details (Privately Maintained Landscape Areas, Ground Level & Courtyard)

L013

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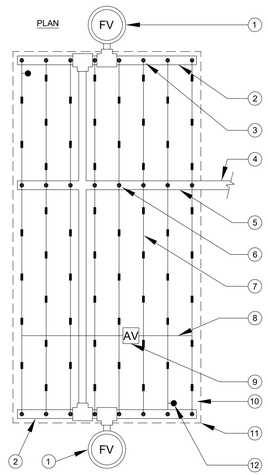
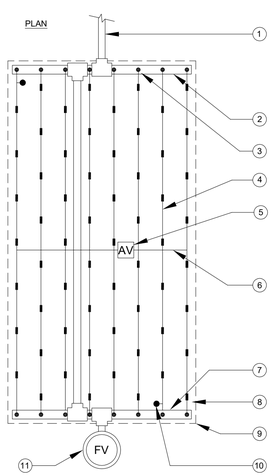


1. AUTOMATIC FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT
2. PVC FLUSH MANIFOLD. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
3. MANIFOLD-TO-ELBOW CONNECTION (TYP).
4. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
5. PVC SUPPLY MANIFOLD.
6. MANIFOLD-TO-TEE CONNECTION.
7. DRIPLINE LATERAL.
8. AIR/VACUUM RELIEF LATERAL, BLANK POLY TUBING CENTERED ON MOUND OR BERM.
9. AIR/VACUUM RELIEF PLUMBED TO BLANK POLY TUBING AT EACH HIGH POINT.
10. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
11. AREA PERIMETER.
12. DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.

NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 250 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

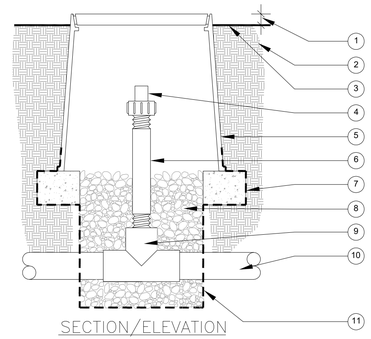
1 TORO DL 2000 CENTER FEED LAYOUT
SCALE: NONE



1. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
2. PVC FLUSH MANIFOLD. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
3. MANIFOLD-TO-ELBOW CONNECTION (TYP).
4. DRIPLINE LATERAL.
5. AIR/VACUUM RELIEF VALVE PLUMBED TO BLANK 5/8" [16mm] TUBING AT EACH HIGH POINT.
6. AIR/VACUUM RELIEF LATERAL, BLANK 5/8" [16mm] POLY TUBING CENTERED ON MOUND OR BERM.
7. PVC FLUSH MANIFOLD.
8. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.
9. AREA PERIMETER.
10. DRIP OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONES.
11. AUTOMATIC FLUSH VALVE PLUMBED TO FLUSH MANIFOLD AT LOW POINT.

NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 250 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

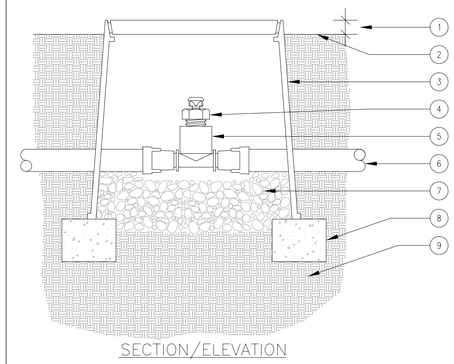
2 TORO DL 2000 END FEED LAYOUT
SCALE: NONE



1. 1" [25mm] ABOVE FINISH GRADE.
2. NATIVE SOIL.
3. FINISH GRADE.
4. FLUSH VALVE.
5. ROUND PLASTIC VALVE BOX. REFER TO IRRIGATION SPECS FOR BOX SIZE. HEAT BRAND "FV" ON LID IN 2" [50mm] HIGH CHARACTERS.
6. 3/4" [20mm] SCH 80 PVC NIPPLE (LENGTH AS REQUIRED).
7. BRICK - 2 TOTAL
8. PEA GRAVEL 18" (450mm) DEEP.
9. PVC TEE (SxSxT) WITH 3/4" [20mm] THREADED OUTLET.
10. PVC PIPING.
11. 19 GAUGE 1/2" [13mm] SQUARE WIRE MESH.

NOTE:
USE ONE FLUSH VALVE FOR EVERY 7 GPM PER ZONE. LOCATE AT LOW POINTS. FLUSH RATE IS 0.8 GPM. FLUSH PRESSURE IS 2 PSI.

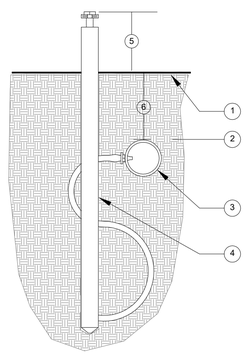
3 TORO DL 2000 FLUSH VALVE (PVC TEE)
SCALE: NONE



1. 1" ABOVE FINISH GRADE.
2. FINISH GRADE.
3. 6" ROUND PLASTIC VALVE BOX. HEAT BRAND "AR" ON LID IN 1" HIGH CHARACTERS.
4. TORO DL2000 AIR/VACUUM RELIEF VALVE (YD-500-34).
5. TORO LOC-EZE X 1/2" FPT TEE (FTF16).
6. TORO DL2000 TUBING (RGP-XX-XXX) OR TORO BLUE STRIPE POLY TUBING (EHD1645-XXX) AIR-RELIEF LATERAL.
7. PEA GRAVEL SUMP (6" DEEP).
8. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
9. NATIVE SOIL PER SPECIFICATIONS.

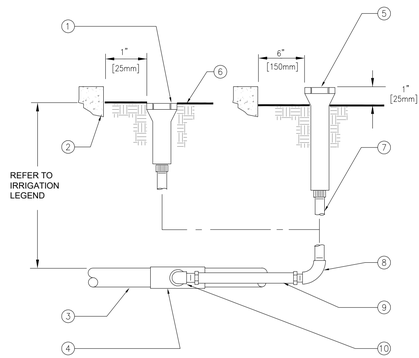
NOTE:
USE ONE AIR/RELIEF VALVE FOR EVERY 7 GPM PER ZONE. LOCATE AT HIGH POINTS.

4 TORO DL 2000 AIR VACUUM RELIEF VALVE
SCALE: NONE



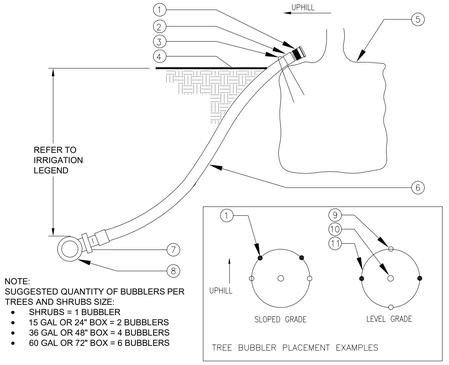
1. FINISH GRADE.
2. SOIL BACKFILL.
3. DRIPLINE.
4. OPERATION INDICATOR. USE ONE PER ZONE AND LOCATED AT FLUSH END OF ZONE.
5. 2"-3" [50mm - 75mm] ABOVE FINISH GRADE.
6. REFER TO IRRIGATION LEGEND.

5 TORO DL 2000 OPERATION INDICATOR
SCALE: NONE



1. POP-UP LAWN SPRAY SPRINKLER
2. WALL, WALK, CURB OR BUILDING
3. PVC LATERAL LINE
4. UPC APPROVED SCHEDULE 40 PVC TEE OR ELBOW
5. POP-UP SHRUB SPRAY SPRINKLER OR BUBBLER
6. FINISH GRADE
7. 1/2" [13mm] SCHEDULE 80 PVC THREADED NIPPLE (LENGTH AS REQUIRED).
8. 1/2" [13mm] SCHEDULE 40 PVC THREADED 90° ELL.
9. 1/2" [13mm] FLEXIBLE IPS HOSE 6" [150mm] LONG WITH MALE ADAPTERS OR 1/2" [13mm] FLEXIBLE SWING JOINT (1/2" x 6") [13mm x 150mm] WITH A MINIMUM PRESSURE RATING OF 100 PSI [690kPa].
10. 1/2" [13mm] SCHEDULE 40 PVC STREET ELL.

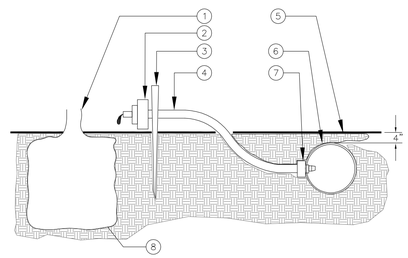
6 POP-UP SPRAY SPRINKLER RISER
SCALE: NONE
DET: SH/LW-POPSP



NOTE:
SUGGESTED QUANTITY OF BUBBLERS PER TREES AND SHRUBS SIZE:
- SHRUBS = 1 BUBBLER
- 15 GAL OR 24" BOX = 2 BUBBLERS
- 36 GAL OR 48" BOX = 4 BUBBLERS
- 60 GAL OR 72" BOX = 6 BUBBLERS

1. BUBBLER (TO BE INSTALLED ON TOP OF ROOTBALL).
2. 1/2" [13mm] SCH. 40 MALE ADAPTER.
3. 6" [150mm] STEEL STAPLE.
4. FINISH GRADE.
5. TREE OR SHRUB ROOTBALL.
6. 1/2" [13mm] IPS FLEXIBLE PVC.
7. PVC TEE (SST), ELBOW (ST) OR FEMALE ADAPTER.
8. PVC LATERAL LINE.
9. TREE STAKES.
10. TREE OR SHRUB.
11. EDGE OF ROOTBALL (TYPICAL).

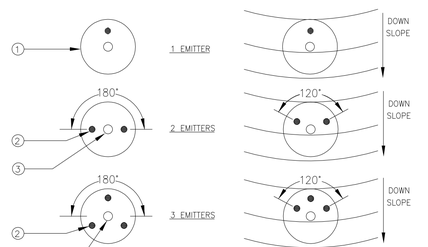
7 TREE AND SHRUB BUBBLER
SCALE: NONE
DET: TREE-SBUB



NOTE:
TO INSERT BARBED CONNECTOR INTO POLYETHYLENE TUBING, USE INSERTION TOOL. WHERE POLYETHYENE TUBING CAN BE PLACED ADJACENT TO SHRUB ROOTBALL, A BARBED EMITTER MAY BE INSTALLED DIRECTLY INTO POLYETHYENE TUBING AND DISTRIBUTION TUBING ELIMINATED. POINT OF WATER EMISSION FROM BARBED EMITTER MUST DRIP WATER DIRECTLY ON ROOTBALL.

1. SHRUB STEM.
2. EMITTER REFER TO EMITTER SCHEDULE FOR QUANTITY OF EMITTERS PER PLANT.
3. TUBING SUPPORT STAKE (SALCO DTS-200-400)
4. 1/4" TUBING DO NOT EXCEED 3' [1m] IN LENGTH.
5. FINISH GRADE.
6. SALCO PVC FLEX HOSE. INSTALL 4" [100mm] BELOW FINISH GRADE.
7. BARBED MALE ADAPTER.
8. EDGE OF ROOTBALL.

8 SALCO FLEX TUBING EMITTER PLACEMENT
SCALE: NONE
DET: SALCO-BELOW



1. EDGE OF ROOTBALL (TYPICAL)
2. EMITTER OR DISTRIBUTION TUBE OUTLET (TYPICAL)
3. SHRUB STEM (TYPICAL)

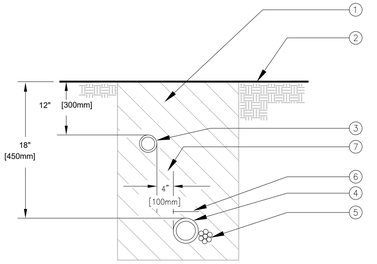
EMITTER SCHEDULE

PLANT SIZE	EMITTER SPECIFACATION	FLOW (GPH)/PER EMITTER OR OUTLET	QUANTITY OF EMITTERS PER SHRUB/TREE
1 GALLON SHRUBS	USE SLV-PS-CV-1	1 GPH	2
5 GALLON SHRUBS	USE SLV-PS-CV-2	2 GPH	2
15 GALLON	USE SLV-PS-CV-2	2 GPH	3

MAXIMUM AMOUNT OF FLOW PER DRIP TUBING RUN IS 240 GPH

9 SALCO EMITTER PLACEMENT AND SCHEDULE
DET: EMITTER-PL/SCH

NOTES:
1. ALL MAIN SUPPLY LINES AND LATERAL LINES SHALL BE PLACED IN SLEEVES UNDER PAVED SURFACES. INSTALL LOW VOLTAGE WIRES WITHIN A SEPARATE CONDUIT UNDER PAVED SURFACES. DO NOT TAPE WIRES WITHIN CONDUIT.



1. CLEAN BACKFILL MATERIAL.
2. FINISH GRADE.
3. LATERAL LINE.
4. MAIN LINE.
5. LOW VOLTAGE CONTROL WIRE. TAPE AND BUNDLE TUBING OR WIRING AT 10 FT. INTERVALS. WIRING SHALL BE LAID OUT LOOSELY IN THE TRENCH.
6. DETECTABLE WARNING TAPE OVER MAIN LINE - 3" [75mm] ABOVE PIPE.
7. TYPICAL DISTANCE BETWEEN PIPES.

10 TRENCHING
SCALE: NONE
DET: TRENCH

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Irrigation Details (Privately Maintained Landscape Areas, Ground Level & Courtyard)
L014

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
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PLANNING URBAN DESIGN
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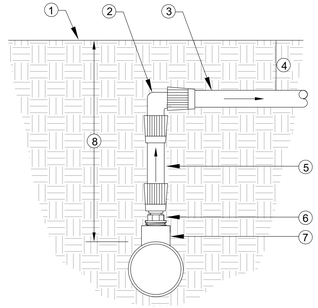
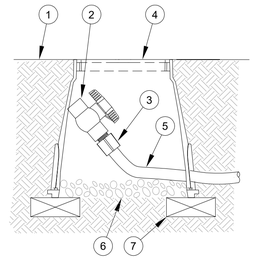


SECTION/ELEVATION
NOT TO SCALE

1. FINISH GRADE
2. TORO TRI-LOC ELBOW (TL-E)
3. DRIPLINE TUBING
4. DEPTH OF TUBING PER IRRIGATION LEGEND.
5. TORO BLUE STRIPE POLY TUBING (EHD1645)
6. TORO TRI-LOC MPT ADAPTER (TL-M50)
7. SCH 40 PVC TEE (SxSxT) WITH 1/2" FPT OUTLET.
8. DEPTH OF PVC LATERAL LINE PER IRRIGATION LEGEND

1 DRIPLINE MANIFOLD TO ELBOW CONNECTION

SCALE: NONE

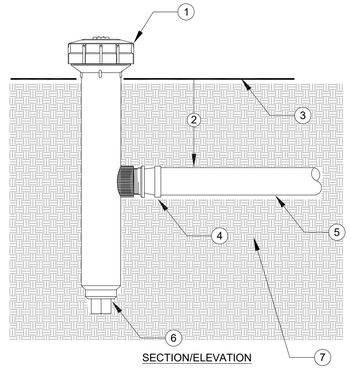


NOTE:
ALLOW A MINIMUM OF PVC HOSE IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

1. FINISH GRADE
2. 1/2" SCH 40 THREADED BALL VALVE.
3. 1/2" SCH 40 MALE ADAPTER.
4. 6" ROUND PLASTIC VALVE BOX.
5. 1" IPS PVC HOSE FROM EXHAUST HEADER.
6. PEA GRAVEL SUMP (6" DEEP).
7. BRICK (1 OF 2)

2 DRIPLINE-FLUSH POINT

SCALE: NONE

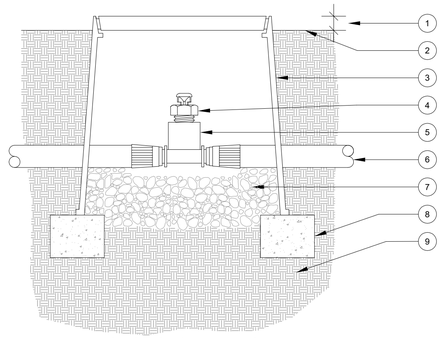


SECTION/ELEVATION

1. TORO 6" POP UP SPRINKLER WITH SIDE INLET (MODEL 570Z-6P-SI-PRX WITH 5' PRECISION NOZZLE (MODEL O-T-5-QP) TURNED COMPLETELY OFF WITH ADJUSTMENT SCREW. SPRINKLER SHALL OPERATE AS THE DRIPLINE INDICATOR. USE A MINIMUM OF ONE PER ZONE AND LOCATED AT END OF ZONE.
2. DEPTH OF DRIPLINE. REFER TO IRRIGATION LEGEND.
3. FINISH GRADE.
4. TORO TRI-LOC X 1/2" MPT ADAPTER (TL-M50)
5. DRIPLINE.
6. KEEP PLUG IN SPRINKLER. ONLY USE SIDE INLET.
7. SOIL BACKFILL.

3 DRIPLINE OPERATION INDICATOR

SCALE: NONE



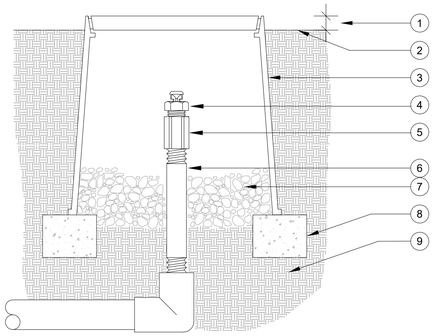
SECTION/ELEVATION

NOTE:
USE ONE AIR/RELIEF VALVE FOR EVERY 7 GPM PER ZONE. LOCATE AT HIGH POINTS.

1. 1" ABOVE FINISH GRADE.
2. FINISH GRADE.
3. 6" ROUND PLASTIC VALVE BOX. HEAT BRAND "AR" ON LID IN 1" HIGH CHARACTERS.
4. TORO DL2000 AIR/VACUUM RELIEF VALVE (YD-500-34).
5. TORO TRI-LOC TEE X 1/2" FPT ADAPTER (TL-T-F50)
6. TORO DL2000 TUBING (RGP-XX-XXX) OR TORO BLUE STRIPE POLY TUBING (EHD1645-XXX) AIR-RELIEF LATERAL.
7. PEA GRAVEL (4" DEEP).
8. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
9. NATIVE SOIL PER SPECIFICATIONS.

4 AIR VACUUM RELIEF VALVE IN DRIPLINE

SCALE: NONE



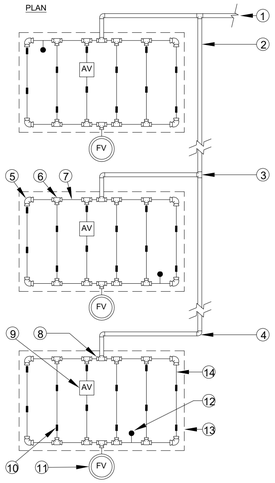
SECTION/ELEVATION

NOTE:
USE ONE AIR/RELIEF VALVE FOR EVERY 7 GPM PER ZONE. LOCATE AT HIGH POINTS.

1. 1" ABOVE FINISH GRADE.
2. FINISH GRADE.
3. 6" ROUND PLASTIC VALVE BOX. HEAT BRAND "AR" ON LID IN 1" HIGH CHARACTERS.
4. TORO DL2000 AIR/VACUUM RELIEF VALVE (YD-500-34).
5. 1/2" SCH 40 PVC COUPLING (TxT)
6. 1/2" SCH 80 PVC NIPPLE (LENGTH AS REQUIRED).
7. PEA GRAVEL (4" DEEP).
8. BRICK SUPPORTS (2 COMMON BRICKS REQUIRED).
9. NATIVE SOIL PER SPECIFICATIONS.

5 AIR VACUUM RELIEF VALVE ON PVC ELL

SCALE: NONE

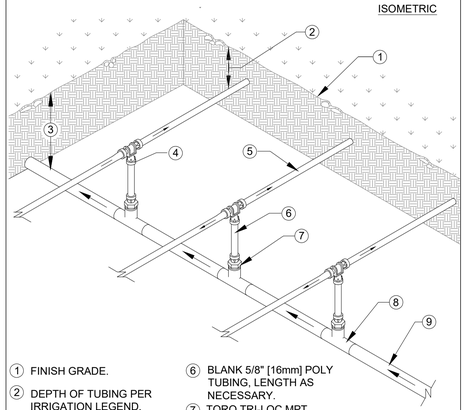


NOTE:
1. THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 300 FT.
2. INSTALL DRIPLINE 2-4" BELOW GRADE AND STAKE DOWN EVERY 4' OR AS REQUIRED.

1. PVC LATERAL LINE FROM VALVE. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
2. PVC FLUSH MANIFOLD. MINIMUM SIZE TO BE 1" UNLESS OTHERWISE NOTED.
3. PVC TEE (SxSxS).
4. PVC ELL (SxS).
5. TORO TRI-LOC ELL (TL-E).
6. TORO TRI-LOC TEE (TL-T).
7. BLANK 5/8" [16mm] POLY TUBING AT SUPPLY AND FLUSH END OF EACH ISLAND.
8. REFER TO DRIPLINE TO PVC CONNECTION DETAIL.
9. AIR/VACUUM RELIEF VALVE PLUMBED TO TUBING AT HIGH POINT.
10. DRIPLINE LATERAL.
11. MANUAL FLUSH VALVE PLUMBED TO TUBING AT LOW POINT.
12. DRIPLINE OPERATION INDICATOR LOCATED AT THE ENDS OF EACH DRIPLINE ZONE.
13. ISLAND PERIMETER.
14. PERIMETER LATERALS 2" [50mm] TO 4" [100mm] FROM EDGE.

6 TORO DL 2000 PLANTER LAYOUT

SCALE: NONE



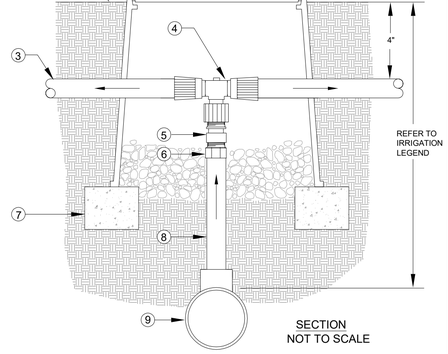
ISOMETRIC

1. FINISH GRADE.
2. DEPTH OF TUBING PER IRRIGATION LEGEND.
3. DEPTH OF PVC LATERAL LINE PER IRRIGATION LEGEND
4. TORO TRI-LOC TEE (TL-T)
5. DRIPLINE TUBING.
6. BLANK 5/8" [16mm] POLY TUBING, LENGTH AS NECESSARY.
7. TORO TRI-LOC MPT ADAPTER (TL-M50)
8. PVC TEE (SxSxT) WITH 1/2" [13mm] FPT OUTLET.
9. PVC LATERAL LINE FROM REMOTE CONTROL VALVE.

NOTE:
THE TOTAL LENGTH OF A SINGLE DRIP LINE RUN SHALL NOT EXCEED 300 FT.

7 TORO DL 2000 CENTER FEED MANIFOLD

SCALE: NONE



SECTION
NOT TO SCALE

1. FINISH GRADE
2. CARSON 708 OR EQUAL. COLOR: BLACK. USE PURPLE FOR RECYCLED WATER SYSTEMS.
3. DRIPLINE TUBING
4. TORO TRI-LOC TEE X 1/2" FPT ADAPTER
5. TORO 1/2" CHECK VALVE (PCV-500)
6. 1/2" SCH 40 MALE ADAPTER.
7. BRICK (1 OF 2)
8. 1/2" SCH 40 PVC (LENGTH AS REQUIRED)
9. PVC LATERAL LINE SUPPLY. MINIMUM SIZE TO BE 1" UNLESS SIZED DIFFERENTLY ON DRAWINGS. USE SCH 40 PVC 1"x1"x1/2" TEE OR 90° ELBOW.

8 DRIPLINE TO PVC CONNECTION

SCALE: NONE

2001 TAROB COURT
Milpitas, CA
May 8, 2019

Irrigation Details (Privately Maintained Landscape Areas, Terrace)

L015

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
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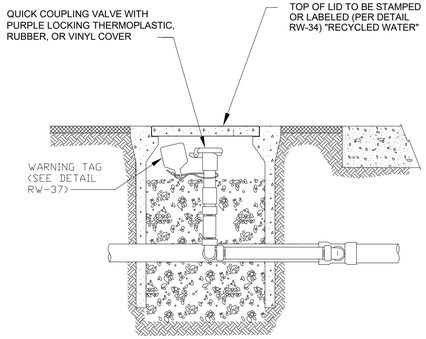
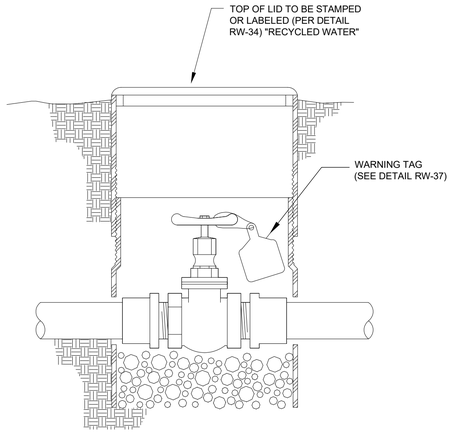
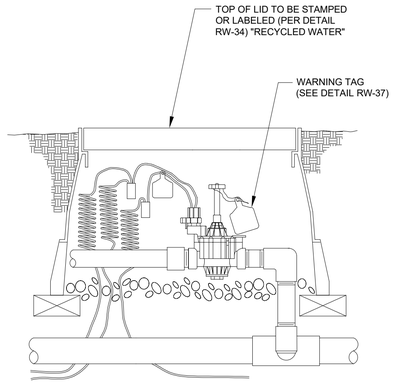


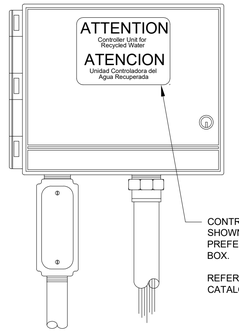
IDENTIFICATION OF QUICK COUPLING VALVE WITH WARNING TAG



IDENTIFICATION OF ISOLATION GATE VALVE (3" OR SMALLER) WITH WARNING TAG



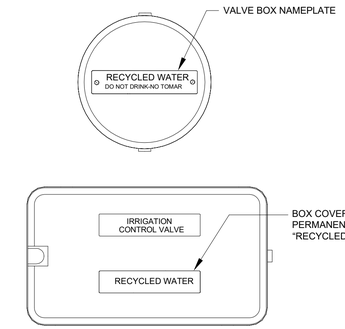
IDENTIFICATION OF REMOTE CONTROL VALVE WITH WARNING TAG



CONTROLLER BOX MARKER DECAL - SHOWN AFFIXED TO BOX EXTERIOR; PREFERABLY, AFFIX TO INTERIOR OF BOX.

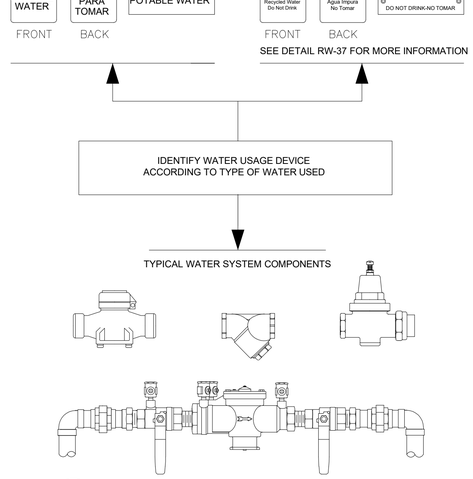
REFERENCE: T. CHRISTY ENTERPRISES, INC. CATALOG PART NO. 4100 OR EQUAL

IDENTIFICATION OF IRRIGATION SYSTEM CONTROLLER WITH ADVISORY WARNING DECAL

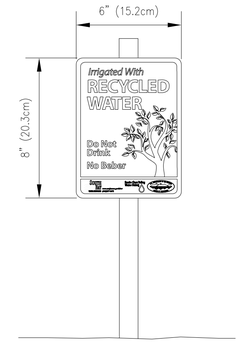


IRRIGATION BOX COVERS/LIDS SHALL PERMANENTLY READ "RECYCLED WATER." FOR PLASTIC BOX COVERS/LIDS, LETTERING SHALL BE IMPRINTED ON LID OR APPLIED USING A NAMEPLATE ATTACHED ONTO THE COVER/LID WITH RIVETS, SCREWS, OR BOLTS. FOR CONCRETE COVERS/LIDS, LETTERING SHALL BE IMPRINTED ON LID FROM FACTORY. FOR CAST IRON AND METAL CHECKER PLATE COVERS/LIDS, LETTERING MUST BE BEAD-WELDED OR PERMANENTLY STAMPED ONTO LID.

IDENTIFICATION OF IRRIGATION BOX COVERS/LIDS WITH "RECYCLED WATER"



IDENTIFICATION OF WATER CONTROL DEVICES WITH WARNING TAG



MOUNT SIGN SO THAT IT CLEARS HEIGHT OF SURROUNDING PLANTS WHEN THEY MATURE

APPROVED SIGNS MAY BE OBTAINED FROM SOUTH BAY WATER RECYCLING CONTACT (408) 277-3671 FOR MORE INFORMATION

RECYCLED WATER ADVISORY SIGN

SAMPLE WARNING TAG. BACKGROUND PURPLE (PANTONE 512) WITH BLACK LETTERING.

IDENTIFICATION OF RECYCLED WATER WARNING TAG

2001 TAROB COURT
Milpitas, CA
May 8, 2019

THE TRUE LIFE COMPANIES
The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
925.824.4300

Irrigation Details (Publicly Maintained Landscape Areas)
L016

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PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	EXPOSURE	COMMENTS	WUCOLS
STREET TREES:					
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	SUN	STANDARD	M
NARROW EVERGREEN TREES:					
ARBUTUS 'MARINA'	NCN	24" BOX	N/A	STANDARD	M
MAGNOLIA GRANDIFLORA 'TEDDY BEAR'	MAGNOLIA	36" BOX	SUN/SHADE	STANDARD	M
MAGNOLIA 'LITTLEL GEM'	LITTLE GEM MAGNOLIA	24" BOX	N/A	STANDARD	L
TRISTANIA LAURINA	NCN	24" BOX	N/A	STANDARD	L
ACCENT TREES:					
AGONIS 'AFTERDARK'	NCN	24" BOX	N/A	STANDARD	M
SMALL FLOWERING ACCENT TREES:					
CHIONANTHUS RETUSUS	NCN	24" BOX	SUN/SHADE	STANDARD	L
CERCIS CANADENSIS 'FOREST PANSY'	EASTERN REDBUD	24" BOX	N/A	STANDARD	M
LAGERSTROEMIA INDICA 'MUSKOGEE'	LAVENDER CRAPE MYRTLE	24" BOX	SUN	STANDARD	L
MALUS SPECIES	CRABAPPLE	24" BOX	SUN	STANDARD	L
FOUNDATION SHRUBS:					
COLEONEMA PULCHRUM	PINK BREATH OF HEAVEN	5 GALLON	SUN		L
CORREA SPECIES	AUSTRALIAN FUCHSIA	5 GALLON	SUN/ PART SHADE		L
HIMALAYACALAMUS FALCONERI 'DAMARAPA'	CANDY STRIPE BAMBOO	5 GALLON	SUN/ PART SHADE		L
LOROPETALUM CHINESE	NCN	5 GALLON	PART SHADE		M
RAPHIOLEPIS INDICA 'SPRING RAPTURE'	INDIAN HAWTHORN	5 GALLON	SUN/ PART SHADE		L
ROSMARINUS 'BLUE SPIRES'	UPRIGHT ROSEMARY	5 GALLON	SUN/ PART SHADE		L
OSMANTHUS FRAGRENS	NCN	5 GALLON	SUN/ PART SHADE		L
INTERMEDIATE SHRUBS:					
CORREA SPECIES	AUSTRALIAN FUCHSIA	5 GALLON	SHADE/SUN		L
DIETES VEGETA	FORTNIGHT LILY	5 GALLON	SHADE/SUN		L
LIROPE GIGANTEA	LIRIOPE	5 GALLON	SHADE/SUN		L
NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GALLON	SHADE/SUN		M
PHORMIUM SPECIES	NEW ZEALAND FLAX	5 GALLON	SUN		L
PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	PITTOSPORUM	5 GALLON	SUN/SHADE		L
ROSA SPECIES	SHRUB ROSE	5 GALLON	SUN		M
LAVANDULA SPECIES	LAVENDER	5 GALLON	SUN		L
FOREGROUND SHRUBS:					
AGAPANTHUS SPECIES	LILY OF THE NILE	1 GALLON	SHADE/SUN		M
HEMEROCALLIS HYBRIDS 'ORANGE/YELLOW MIX 50/50'	EVERGREEN DAYLILY	1 GALLON	SUN		M
KNIPHOFIA	RED-HOT POKER	1 GALLON	SUN		L
LAVANDULA 'MUNSTEAD'	ENGLISH LAVENDER	1 GALLON	SUN		L
LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILY	1 GALLON	SHADE		M
ANIGOZANTHOS	KANGAROO PAW	1 GALLON	SUN		L
PHORMIUM SPECIES (DWARF)	NEW ZEALAND FLAX	1 GALLON	SUN		L
SEDUM SPECIES	NCN	1 GALLON	SUN		L
SENECIO SPECIES	NCN	1 GALLON	SUN		L
CAREX SPECIES	CAREX	1 GALLON	SUN/SHADE		L
PITTOSPORUM SPECIES	TOBIRA	5 GALLON	SUN		L
GROUNDCOVERS:					
GREVILLEA LANIGERA 'COASTAL GEM'	NCN	1 GALLON	SUN/SHADE		L
ROSA 'PEACH DRIFT'	PEACH DRIFT	2 GALLON	SUN		M
ROSA 'PINK DRIFT'	PINK GROUNDCOVER ROSE	2 GALLON	SUN		L
ZAUSCHNERIA SPECIES	CALIFORNIA FUCHSIA	1 GALLON	SUN		L
GRASSES:					
CALOMOGROTIS SPECIES	REED GRASS	1 GALLON	SUN		L
FESTUCA MAIREI	ATLAS FESCUE	1 GALLON	SUN		L
LOMANDRA	LOMANDRA	1 GALLON	SUN		L
MUHLENBERGIA SPECIES	DEER GRASS	1 GALLON	SUN		L
PENNISETUM SPECIES	FOUNTAIN GRASS	1 GALLON	SUN		L
VINES:					
FICUS PUMILA	CREEPING FIG	5 GALLON	SUN/SHADE		M
PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	5 GALLON	SUN/SHADE		M
JASMINUM SPECIES	JASMINE	5 GALLON	SUN/SHADE		M
STORM WATER TREATMENT SHRUBS AND GRASSES:		1 GALLON	MIX EVENLY		

SPECIES/COMMON NAME

ARISTIDA PURPUREA - PURPLE THREE-AWN
BOUTELOUA GRACIS - BLUE GRAMA
CAREX TEMULICOLA - BERKELEY SEDGE
CHONDROPETALUM TECTORUM - CAPE RUSH
JUNCUS PATENS - BLUE RUSH
LEYMUS CONDENSATUS - GIANT WILD RYE
MELICA CALIFORNICA - CALIFORNIA MELIC
MIMULUS SPECIES - MONKEY FLOWER

NOTE:

SEVERAL TREE SPECIES ARE LISTED PER TREE TYPE TO ALLOW FOR FLEXIBILITY IN THE EVENT THAT A SPECIFIC SPECIES IS UNAVAILABLE AT INSTALLATION OR PLANTING AREA IS LIMITED BY UTILITIES. NOT ALL SPECIES OF TREES, SHRUBS, GROUNDCOVERS OR GRASS WILL BE PROPOSED FOR CONSTRUCTION DOCUMENTS.

MINIMUM TREE CLEARANCE NOTE:
1. SMALL TREES (15' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 6' FROM BUILDINGS AND A MINIMUM OF 2' FROM EDGES OF PAVING, CURBS OR WALLS.
2. MEDIUM TREES (25' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 10' FROM BUILDINGS AND A MINIMUM OF 3' FROM PAVING, CURBS OR WALLS.
3. LARGE TREES (ABOVE 25' TALL/WIDE) SHALL BE PLACED A MINIMUM OF 15' FROM BUILDINGS AND A MINIMUM OF 3' FROM PAVING, CURBS OR WALLS.
4. 5' MINIMUM FROM JOINT TRENCH, WATER LINES, WATER METERS AND FIRE HYDRANTS.
5. 8' MINIMUM FROM SANITARY SEWER AND STORM DRAINS.

WATER CONSERVATION CONCEPT STATEMENT:
THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET CURRENT WATER EFFICIENCY STANDARDS AND STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AB1881 AS REQUIRED BY LOCAL JURISDICTIONS WHILE ACHIEVING THE FOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF HIGH EFFICIENCY SPRAY IRRIGATION TO THE TURN AND GROUNDCOVER AREAS AND DRIP IRRIGATION BUBBLERS TO RESTRICTED SHRUB PLANTING AND SHRUB MASS PLANTING AREAS AS APPLICABLE.

IRRIGATION SYSTEMS SHALL BE DESIGNED TO ACCOMMODATE RECYCLED WATER WHERE AVAILABLE EITHER CURRENTLY OR IN THE FUTURE AS DIRECTED BY THE LOCAL WATER PURVEYOR. RECYCLED WATER SYSTEMS SHALL BE DESIGNED IN ACCORDANCE WITH LOCAL AND STATE CODES.

IRRIGATION SYSTEMS FOR LANDSCAPES GREATER THAN 5,000 S.F. SHALL HAVE A DEDICATED WATER METER FOR IRRIGATION.

A WATER EFFICIENT LANDSCAPE WORKSHEET SHALL BE INCLUDED WITH HYDROZONE INFORMATION TABLE, WATER BUDGET CALCULATIONS AND IRRIGATION OPERATION SCHEDULES.

A STATE OF THE ART ET BASED SELF ADJUSTING IRRIGATION CONTROLLER SHALL BE SPECIFIED FOR THIS PROJECT TO AUTOMATICALLY CONTROL THE WATER ALLOCATED TO EACH VALVE GROUPED PER INDIVIDUAL, HYDROZONE (BASED ON PLANT TYPE AND EXPOSURE). THIS SHALL INCLUDE RAIN AND FLOW SENSORS AS APPLICABLE FOR A HIGHER LEVEL OF WATER CONSERVATION.

TREE BUBBLERS SHALL BE INCLUDED ON SEPARATE CIRCUITS TO ISOLATE THE IRRIGATION TO THE TREES AND PROVIDE DEEP WATERING TO PROMOTE A DEEPER ROOT STRUCTURE.

SPRAY IRRIGATION SYSTEMS FOR GROUNDCOVER AREAS GREATER THAN 8' WIDE IN ANY DIRECTION SHALL BE DESIGNED WITH COMMERCIAL SERIES SPRAY HEADS WITH HIGH EFFICIENCY NOZZLES THAT INCLUDE INTERNAL CHECK VALVES AND RPESSURE COMPENSATION DEVICES. THE HEADS SHALL BE DESIGNED IN A HEAD TO HEAD LAYOUT TO ACHIEVE AN EVEN LEVEL OF PRECIPITATION THROUGHOUT THE IRRIGATION SYSTEM. THE NOZZLES DELIVER WATER AT A MINIMUM 70% EFFICIENCY WITH A LOW PRECIPITATION RATE THAT MATCHES THE INFILTRATION RATE OF THE SOIL.

THE DRIP SYSTEM SHALL INCORPORATE PRESSURE COMPESATING DRIP BUBBLERS WITH 1/4" DRIP TUBES TO EACH PLANT WHICH DELIVERS WATER AT 90% EFFICIENCY AT AN APPLICATION RATE THAT MATCHES THE SOIL TYPE.

WATER USE RATING LEGEND:
EBMUD CATEGORIES OF WATER NEEDS FROM:
PLANTS & LANDSCAPES FOR SUMMER DRY CLIMATES OF THE SAN FRANCISCO BAY REGION BY THE EAST BAY MUNICIPAL UTILITY DISTRICT, 2004

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER
NONE	NO ADDITIONAL WATER

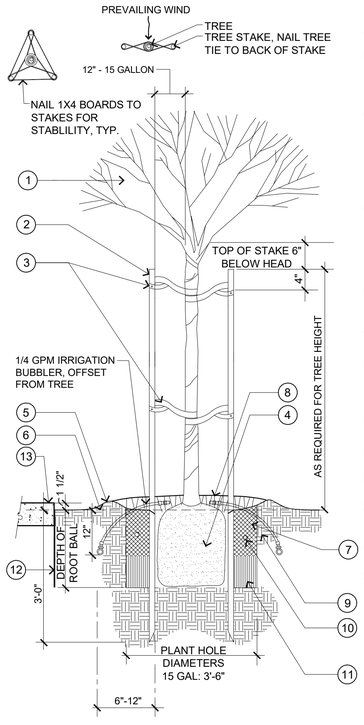
WUCOLS III CATEGORIES OF WATER NEEDS FROM:
UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION, CALIFORNIA DEPARTMENT OF WATER RESOURCES, UNITED STATES BUREAU OF RECLAIMATION

H	HIGH
M	MODERATE
L	LOW
VL	VERY LOW

CALIFORNIA NATIVE PLANTS (CNP) FOR THE GARDEN BY CAROL BORNSTEIN, DAVID FROSS, BART O'BRIEN

MOD	MODERATE WATER
OCC	OCCASIONAL WATER
INF	INFREQUENT WATER

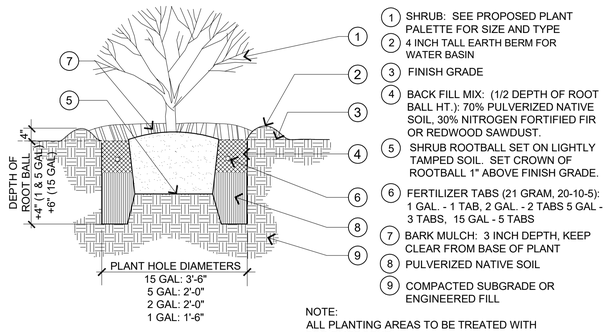
ON-SITE	TOTAL PLANTS	SUBTOTAL PLANTS WITH OCC/INF/NONE/ LOW/VERY LOW WATER REQUIREMENTS
PERCENTAGE OF PLANTS MEETING LOW WATER REQUIREMENTS: 94.7% MORE THAN 75% REQUIRED		



1 TREE: SEE PROPOSED PLANT PALETTE FOR SIZE AND TYPE
2 LODGE POLE PINE TREE STAKES: 3"X10' LONG TREE STAKES FOR WINDY CONDITIONS AND 36" BOX AND LARGER TREES
3 TREE TIE: WONDER TREE-TIE(800-910-2810) MODEL# W14-46, W24-84 OR APPROVED EQUAL. LOOP IN A FIGURE EIGHT AND NAIL TO BACK OF STAKE WITH GALVANIZED THREADED NAILS. ALLOW 3 INCHES OF MOVEMENT OF TREE IN ALL DIRECTIONS.
4 TREE ROOTBALL SET ON 12" LAYER UNDISTURBED NATIVE SOIL. DO NOT PENETRATE ROOTBALL WITH STAKES. TAMP SOIL TO 85% RELATIVE COMPACTION. SET CROWN OF ROOTBALL 2" ABOVE FINISH GRADE.
5 4 INCH TALL EARTH BERM FOR WATER BASIN:
6 FINISH GRADE, SET 3" BELOW FINISH SURFACE.
7 BACK FILL MIX: (TOP 12 INCHES ONLY): 70% PULVERIZED NATIVE SOIL, 30% NITROGEN FORTIFIED FIR OR REDWOOD SAWDUST.
8 BARK MULCH: 3 INCH DEPTH, KEEP CLEAR FROM TRUNK OF TREE
9 NATIVE SOIL
10 FERTILIZER TABS (21 GRAM, 20-10-5): 15 GALLON - 4 TABS
11 PLANTING HOLE, PULVERIZED NATIVE SOIL BELOW 12 INCHES FROM FINISHED GRADE; SCARIFY WALLS
12 ROOT BARRIER
13 PAVING - SEE PLAN

PLANTING NOTES:
1. ALL PLANTING AREAS TO BE TREATED WITH PRE-EMERGENT.

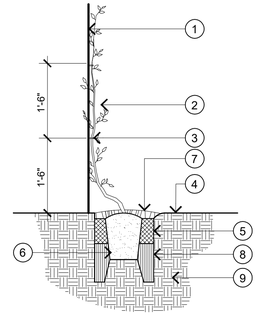
1 TREE STAKING
N.T.S.



1 SHRUB: SEE PROPOSED PLANT PALETTE FOR SIZE AND TYPE
2 4 INCH TALL EARTH BERM FOR WATER BASIN
3 FINISH GRADE
4 BACK FILL MIX: (1/2 DEPTH OF ROOT BALL HT.): 70% PULVERIZED NATIVE SOIL, 30% NITROGEN FORTIFIED FIR OR REDWOOD SAWDUST.
5 SHRUB ROOTBALL SET ON LIGHTLY TAMPED SOIL. SET CROWN OF ROOTBALL 1" ABOVE FINISH GRADE.
6 FERTILIZER TABS (21 GRAM, 20-10-5): 1 GAL. - 1 TAB, 2 GAL. - 2 TABS 5 GAL - 3 TABS, 15 GAL - 5 TABS
7 BARK MULCH: 3 INCH DEPTH, KEEP CLEAR FROM BASE OF PLANT
8 PULVERIZED NATIVE SOIL
9 COMPACTED SUBGRADE OR ENGINEERED FILL

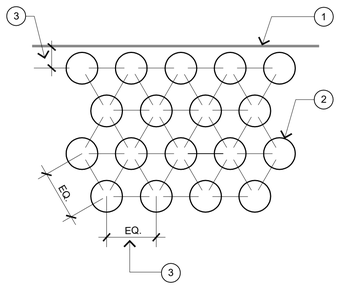
NOTE:
ALL PLANTING AREAS TO BE TREATED WITH PRE-EMERGENT

2 SHRUB PLANTING
N.T.S.



1 SOUND WALL OR TRASH ENCLOSURE
2 VINE: SEE PROPOSED PLANT PALETTE FOR SIZE AND TYPE
3 VINE TIES AT 1'-6" INTERVALS AS SHOWN
4 FINISH GRADE
5 BACK FILL MIX
6 VINE ROOTBALL SET ON LIGHTLY TAMPED SOIL. SET CROWN OF ROOTBALL 1" ABOVE FINISH GRADE
7 BARK MULCH: 3 INCH DEPTH, KEEP CLEAR FROM BASE OF PLANT
8 PULVERIZED NATIVE SOIL
9 COMPACTED SUBGRADE OR ENGINEERED FILL

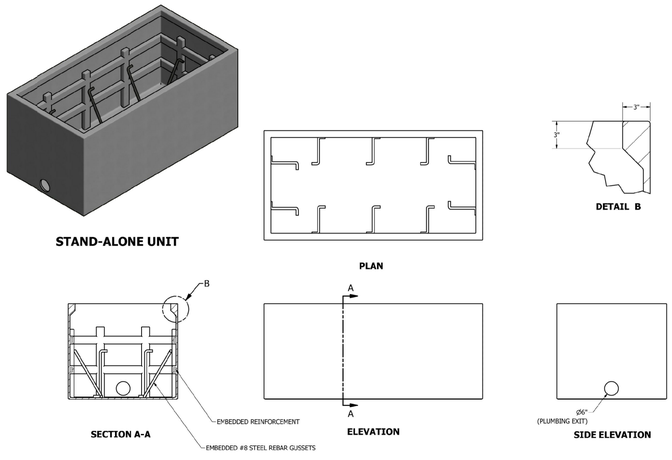
3 VINE PLANTING/STAKING
N.T.S.



1 EDGE OF PAVING, HEADER, FACE OF BUILDING, WALL, ETC.
2 GROUNDCOVER OR SHRUB
3 GROUNDCOVER AND SHRUB SPACING AS PER PLAN AND PROPOSED PLANT PALETTE

NOTES:
1. ALL PLANTS SHALL BE PLANTED AT EQUAL SPACING(TRIANGULAR) UNLESS OTHERWISE SPECIFIED ON THE PLANS.
2. CENTERLINE OF PLANTS SHALL BE 1/2 OF EQUAL SPACING MINIMUM FROM EDGE OF PLANTING AREA.
3. INFILL PLANTS AS REQUIRED TO MAINTAIN SPACING AT IRREGULAR EDGES.
4. KEEP MULCH CLEAR OF PLANT BASE.
5. ALL PLANTING AREAS TO BE TREATED WITH PRE-EMERGENT.

4 GROUNDCOVER PLANTING
N.T.S.



5 FLOW THROUGH PLANTER

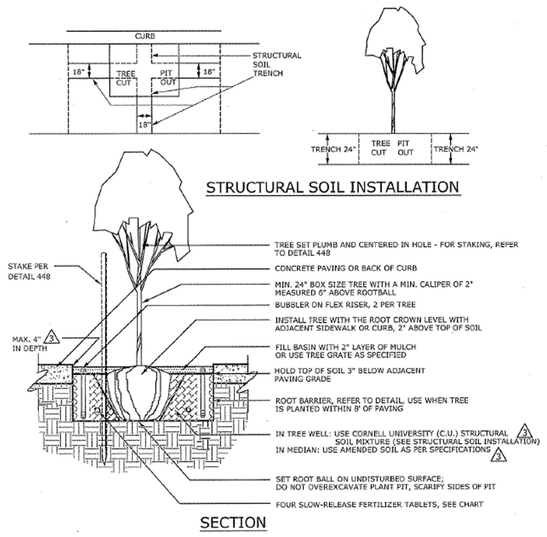
2001 TAROB COURT
Milpitas, CA
May 8, 2019

Planting Details (Privately Maintained Landscape Areas, Ground Level & Courtyard)
L018

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
925.824.4300

PLANNING URBAN DESIGN
LANDSCAPE ARCHITECTURE
201 4th street suite 101B, oakland, ca 94607
phone: 510.452.4190 www.r3studios.com

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

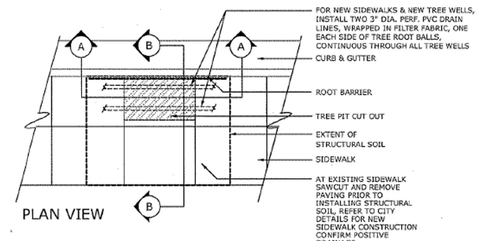


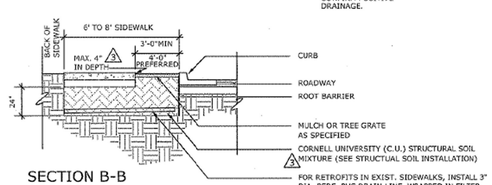
Notes:

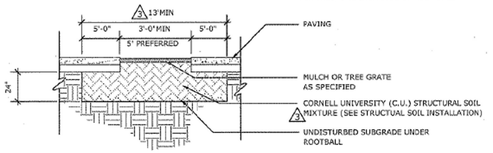
1. TREES SHALL NOT BE ROOT-BOUND. CAREFULLY SCARIFY ROOTBALL BEFORE PLANTING, IF DIRECTED.
2. REMOVE ANY SPROUTS/SHOOTS WITHIN 6" OF SOIL.
3. CONFIRM POSITIVE DRAINAGE OF PLANT PIT PRIOR TO PLANTING TREE. INSTALL DRAIN AS PER TREEWELL DETAIL 448. DRAINAGE RATE OF ALL MATERIALS, INCLUDING MULCH, SHOULD BE NO LESS THAN 1/4" PER HOUR AND NOT EXCEED 2" PER HOUR.
4. WHEN TREE GRATES ARE USED, LOWER ALL FEATURES SHOWN WITHIN THE TREE PIT BY 3".

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	STREET TREE PLANTING AT TREE WELLS & MEDIANS	NO. 448
1	1991		DATE : 6/15/10
2	2001		
3	2010	APPROVED BY: 3 PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 1 OF 5

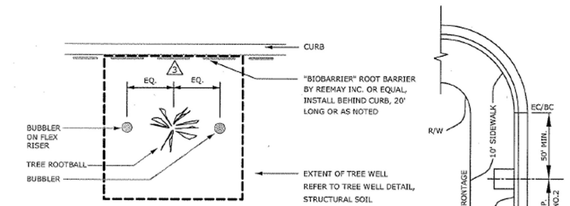


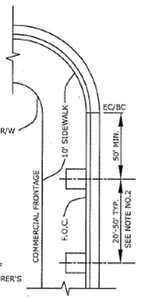


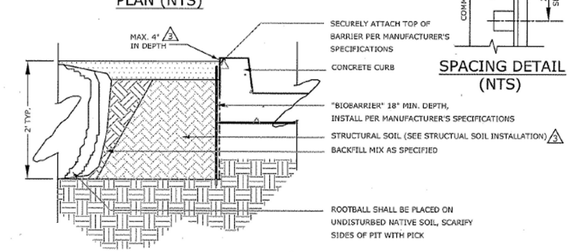


NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	STREET TREE PLANTING IN TREE WELL	NO. 448
1	1991		DATE : 6/15/10
2	2001		
3	2010	APPROVED BY: 3 PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 4 OF 5







Notes:

1. ROOT BARRIER IS REQUIRED WHEN THE CENTERLINE OF THE TREE IS WITHIN EIGHT FEET OF STREET CURB OR PAVING.
2. ONE STREET TREE SHALL BE PROVIDED PER RESIDENTIAL LOT PER STREET, OR AS SHOWN ON PLANS APPROVED BY THE CITY ENGINEER. SPACING WILL VARY DEPENDING ON TREE SPECIES, IN GENERAL, THE SPACING SHALL BE EQUAL TO THE MATURE CANOPY DIAMETER.

NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			STANDARD DRAWING
REVISION	DATE	STREET TREE PLANTING	NO. 448
1	1991		DATE : 6/15/10
2	2001		
3	2010	APPROVED BY: 3 PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No. 40283	SHEET 5 OF 5

The True Life Companies
12647 Alcosta Blvd., Suite 470 San Ramon CA 94583
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SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

November 2, 2018

RECEIVED
NOV 2 2018
CITY OF MILPITAS
PLANNING DIVISION

Ms. Lillian Hua
Associate Planner
City of Milpitas
455 Calaveras Boulevard
Milpitas, CA 95035-5749

Subject: 2001 Tarob Court, 40 Unit Stacked Flat Condominium Project

Dear Ms. Hua,

The True Life Companies (TTLC) is pleased to submit and entitlement application for 2001 Tarob Court (APN:086-036-034) for a market rate, 40 unit stacked flat condominium development on approximately 1.22 acres of land within the R3-TOD zoning district of the Transit Area Specific Plan (TASP) with 15% of the units designated as affordable. This entitlement application addresses the submittal requirements for a Site Development Permit and a Parcel Map for condominium purposes. The intent of this submittal is to provide the City of Milpitas with a 100% conforming project that does not need any discretionary approvals beyond the parcel map for condominium purposes.

Site Development – Project Description, General Plan, Specific Plan and Zoning Consistency
The project site located at the western corner of Tarob Court and Lundy Avenue and is currently occupied by a single 16,463 SF office/industrial building. The site is located at the border between Milpitas and San Jose with existing office/industrial units to its north and west adjacencies and to the east is 1992 Tarob Court for which TTLC successfully received townhome approvals at the end of 2017. No traffic, noise or biological surveys were completed for this proposal as it is proposed under the umbrella of the Transit Area Specific Plan Environmental Impact Report Addendum and the Tarob Court General Plan Amendment No. GP16-0005, Specific Plan Amendment ST166-0003 and Zoning Amendment ZA 16-0003 approved by Milpitas City Council in October 2017.

The General Plan designation for the property is High Density Residential 21-40 du/ac with an and R3-TOD zoning within the Transit Area Specific Plan. This project complies with the density by proposing 32.8 dwelling units per acre on 1.22 acres or 40 dwelling units. The project consists of 24, 3 bedroom – 2 bathroom units ranging from 1,520 SF to 1,600 SF and 16, 2 bedroom-2 bathroom units ranging from 1,250 SF to 1,270 SF. The building has an elevator making all of the units ADA accessible.

Affordability
Six (6) units will be designated as affordable units complying with City's preference to have the 15% affordable requirement met through the construction of the units rather than paying the fee.

Parking

The project is fully parked on-site with 78 parking stalls at 1.6 per unit, plus 20% guest, while 15% guest is required when parking is located in a garage such as this. No on-street parking is counted towards the project. One charging station is provided and one van accessible space is provided. Just less than 30% of the spaces are compact and 64 spaces are covered.

Grading and Drainage

It is important to note that the entire site will be raised up by approximately 4.5 feet from its existing grade in order to comply with the City of Milpitas Flood Ordinance as the site is located in the Penitencia Creek Watershed Flood Plain. An ADA accessible ramp has been added to the frontage of this project adjacent to the Tarob Court sidewalk allowing for ADA accessibility from the sidewalk to the project elevator lobby. Drainage is handled through landscaping and pervious paving in the main drive aisle with the fire engine/garbage truck turn around.

Common and Private Open Space

The property is encumbered by an approximately 40 foot wide public utility easement (PUE) which tapers down towards the corner of Tarob and Lundy adjacent to Lundy Avenue. The proposal uses this area to meet the majority of the required public open space in addition to an internal ground floor courtyard. An additional 1,375 SF second floor terrace is provided with outdoor furnishings but is not included in the open space calculation. The total required open space for the project is .30 acres where the project proposes a total of .44 acres of open space. The open space/PUE is proposed to be updated with shrubbery and a walking path but will not have any permanent structures or trees placed in it. Five (5) Jacaranda trees have been incorporated into the site landscaping.

A portion of the public open space is the interior courtyard will have a variety of seating areas, shrubbery and trees that will allow for a protected and inviting visiting area. This seating area is located at the center of the building and will be screened from the ground floor parking by a dense row of columnar bamboo flanking each side of the courtyard. This courtyard is directly connected to the open space/PUE facing Lundy Avenue via a designated walkway with special paving for easy pedestrian crossing through the parking garage drive aisle. TTLC proposes to pay the public art in-lieu fee (amount TBD) as this property is highly constrained by the requirements of setbacks, fire access, parking and public open space.

The following table explains the project metrics:

Proposal	Code	Compliant
32.8 units/acre = 40 units on 1.22 ac	21-40 units/acre = 48 units on 1.22 ac	YES
• 24, 3bd • 16, 2bd		
15% Affordable = 6 units	15% Affordable = 6 units	YES
78 parking spaces	77 spaces	YES
• 64 covered	64 covered	YES
• 20% guest =13	15% guest = 10 guest	YES
• 22 compact	30% compact = 23 allowed	YES
.44 acres common open space	.35 acres	YES

Proposal	Code	Compliant
359 SF/unit private open space	200SF/unit private open space	YES
Height = 49' (approx.)	75' Max	YES
Ramp & Elevator access	ADA accessible	YES
Public Art In-Lieu Fee	In-Lieu Permitted	YES

The property is located in San Jose's Berryessa School District and will not impact Milpitas Schools. The project will participate in the TASP Community Facilities District. As a part of the demolition of the property 34 trees will be removed and others may be negatively impacted by the raising of the grade for flood zone purposes. Tree replacement is required at a 3:1 ratio however the PUE is not allowed to be planted with trees therefore our available land area for planting is constrained. Forty nine (49) trees are proposed to be planted when the requirement is for 102. TTLC will work with the City to resolve this discrepancy.

An electronic Box link with the following attachments has been sent to your e-mail address at lhua@ci.milpitas.ca.gov:

1. City of Milpitas signed application form, dated October 31, 2018
2. Site Development Package, dated October 31, 2018
3. Preliminary Arborist Report by Hortscience, dated March 5, 2018
4. Preliminary Geotechnical Report by Cornerstone Earth Group, dated November 13, 2017
5. Phase 1 ESA and Soil Quality Evaluation by Cornerstone Earth Group, dated January 9, 2017
6. Signed Utility Modeling Acknowledgement
7. ALTA Survey 2018
8. Preliminary Title Report, dated November 2018 (forthcoming)
9. Preliminary Storm Water Management Plan, dated October 301, 2018 with C3 Data Sheet included.

TTLC is happy to be processing its fourth project in the City of Milpitas and looks forward to a successful collaboration and approval. Please call me at 925-380-1699 or e-mail me a lbeniston@thetruelifecompanies.com any time should you have a question or would like to discuss the proposal.

Respectfully,

Leah Beniston

Leah Beniston
Vice President of Entitlement
THE TRUE LIFE COMPANIES

City of Milpitas
Planning Department

455 E. Calaveras Blvd., Milpitas, CA 95035
Telephone: 408-586-3279 • Fax: 408-586-3305
www.ci.milpitas.ca.gov

Planning and Zoning Application

Please print or type. The City's acceptance of this application and required filing fee does not constitute a completed application pursuant to Government Code 65943. Applicant will be considered the project contact unless otherwise indicated on this form and will be the sole recipient of City correspondence, including staff reports, project approval letter, and conditions of approval.

Permit Type

☑ Site Development Permit	☐ Major Tentative Map	☐ Zoning Amendment/Change	☑ Variance
☐ Minor Site Development	☐ Minor Tentative Map	☐ Planning Appeal	☐ Interpretation
☐ Conditional Use Permit	☐ Planned Unit Development	☐ Specific Plan Amendment	☐ Administrative Permit
☐ Minor Conditional Use Permit	☐ General Plan Amendment	☐ Time Extension	☐ Pre-Application Review

☑ Other PARCEL MAP ☐ Check if Amendment to Existing Permit: (Number)_____

Application Information and Certification

Applicant's Name: THE TRUE LIFE COMPANIES
Telephone: 925-380-1699
Fax:
Mailing Address (Street, City, State, Zip): 12647 ALCOSTA BLVD. #470 SAN RAMON, CA 94583
E-mail: LBENISTON@THETRUELIFECOMPANIES.COM

I certify that the information herewith submitted is true and correct to the best of my knowledge.
Signature: Leah Beniston Date: 9/26/18

Applicant's relationship to property owner:
☐ Same ☐ Architect ☐ Agent ☐ Lessee
Other (please specify) DEVELOPER

Project Information

Project Address: 2001 TAROB CT. MILPITAS
Assessor's Parcel Number(s): 086-36-034
Existing Use of Project Site: OFFICE
Site Area (acres) / Building Floor Area (square footage): 1.23 ACRES
Project Name and Description (Please describe in detail, using an additional sheet if needed.): 44 UNIT CONDOMINIUM DEVELOPMENT. R-3 COMPLIANT

Project Ownership and Authorization

Name, address and signature of all property owners having an interest in the property. All owners' consent is required to authorize the filing of this application. Use additional sheet if needed.

Name and Address:	Signature:	Date:
SEE ATTACHED		
Contact Information: email and phone	Signature:	Date:

Project Contact Information

List project contact information if different from Applicant listed above.

Name: LEAH BENISTON
Authority: ☐ Owner ☐ Agent ☐ Lessee ☑ Other (list) DEVELOPER
Mailing Address: SAME AS APPLICANT
Telephone: 925-380-1699
Fax:
E-mail: LBENISTON@THETRUELIFECOMPANIES.COM

STAFF USE ONLY

Application Received By:	Date:	Application Submittal Fee:	Total Fee Deposit:
Permit Number(s):			PJ:

☐ Single Divider Folder ☐ Double Divider Folder Rev. Jan 2015

INDEMNIFICATION AGREEMENT
FOR DEVELOPMENT APPLICATIONS

Applicant submitted an application to the City of Milpitas Planning Division on 11-2-18, 2018 for the following development approval(s): 44 UNIT CONDOMINIUM PROJECT. R-3 COMPLIANT.

(the "Project"). For good and valuable consideration, the receipt and sufficiency of which is herby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicants Project application(s) to each and every one of the following terms and conditions:

1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of Milpitas ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claims(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annual:
   a. Any approvals issued in connection with any of the above described application(s) by City; and/or
   b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA") by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or Council.

   Applicant's indemnification is intended to include, but not limited to, damages, fees and/or costs awarded against or incurred by City, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
   a. The counsel to so defend City; and
   b. All significant decisions concerning the manner in which the defense is conducted; and
   c. Any and all settlements, which approval shall not be unreasonably withheld.

   City shall also have and retain the right to not participate in the defense, except the City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own to defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

5. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

   After review and consideration of all of the forgoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and fully and timely comply with all of the foregoing terms and conditions.

APPLICANT By: Leah Benisto (Signature) Date: 9/26/18

LEAH BENISTON (Print) Its: VP OF ENTITLEMENT (Title, if any)

City of Milpitas
Planning Department

455 E. Calaveras Blvd., Milpitas, CA 95035
Telephone: 408-586-3279 • Fax: 408-586-3305
www.ci.milpitas.ca.gov

Planning and Zoning Application

Please print or type. The City's acceptance of this application and required filing fee does not constitute a completed application pursuant to Government Code 65943. Applicant will be considered the project contact unless otherwise indicated on this form and will be the sole recipient of City correspondence, including staff reports, project approval letter, and conditions of approval.

Permit Type

☑ Site Development Permit	☐ Major Tentative Map	☐ Zoning Amendment/Change	☑ Variance
☐ Minor Site Development	☐ Minor Tentative Map	☐ Planning Appeal	☐ Interpretation
☐ Conditional Use Permit	☐ Planned Unit Development	☐ Specific Plan Amendment	☐ Administrative Permit
☐ Minor Conditional Use Permit	☐ General Plan Amendment	☐ Time Extension	☐ Pre-Application Review

☑ Other PARCEL MAP ☐ Check if Amendment to Existing Permit: (Number)

Application Information and Certification

Applicant's Name: THE TRUE LIFE COMPANIES
Telephone: 925-380-1699
Fax:
Mailing Address (Street, City, State, Zip): 12647 ALCOSTA BLVD. #470, SAN RAMON, CA 94583
E-mail: LBENISTON@THETRUELIFECOMPANIES.COM

I certify that the information herewith submitted is true and correct to the best of my knowledge.
Signature: Leah Beniston **Date:** 9/26/18

Applicant's relationship to property owner:
☐ Same ☐ Architect ☐ Agent ☐ Lessee
Other (please specify) DEVELOPER

Project Information

Project Address: 2001 TINDER CT. MILPITAS
Assessor's Parcel Number(s): 086-36-034
Existing Use of Project Site: OFFICE
Site Area (acres) / Building Floor Area (square footage): 1.23 ACRES
Project Name and Description (Please describe in detail, using an additional sheet if needed.): 44 UNIT CONDOMINIUM DEVELOPMENT. R-3 COMPLIANT

Project Ownership and Authorization

Name, address and signature of all property owners having an interest in the property. All owners consent is required to authorize the filing of this application. Use additional sheet if needed.

Name and Address: KARL CORTESE, 3626 NOBLEROSE CT SAN JOSE, CA. 95148
Signature: [signature] **Date:** 9-27-2018
Contact Information: email and phone (408) 238-4419 K.CORTESE@SBCGLOBAL.NET
Signature: [signature] **Date:** 9-27-2018

Project Contact Information

List project contact information if different from Applicant listed above.

Name: LEAH BENISTON
Authority: ☐ Owner ☐ Agent ☐ Lessee ☑ Other (list) DEVELOPER
Mailing Address: SAME AS APPLICANT
Telephone: 925-380-1699 **Fax:**
E-mail: LBENISTON@THETRUELIFECOMPANIES.COM

STAFF USE ONLY

Application Received By:	Date:	Application Submittal Fee:	Total Fee Deposit:
Permit Number(s):			PJ:

☐ Single Divider Folder ☐ Double Divider Folder Rev. Jan 2015

Consultant List

Have consultants been identified to assist with this project? ☑ Yes ☐ No

By: LEAH BENISTON — VICE PRESIDENT OF ENTITLEMENTS — 11/2/2018
Name of Person Completing this Form | Capacity | Date

Consultants include, but are not limited to, architects, designers, contractors, landscape architects, engineers, planners, real estate agents, and environmental consultants. It is important this form be filled out completely. It enables members of the City Council, Planning Commission and staff to avoid potential conflicts of interest, which could otherwise invalidate your project's approval.

Name: SCOTT PRICKETT — Capacity: ARCHITECT
Company: SDG ARCHITECTS INC. — Phone No.: 925-634-7000
Address: 3861 WALNUT BLVD. #120 BRENTWOOD, CA 94513 — Email:
Milpitas Business Tax ID#

Name: — Capacity: ENGINEER
Company: WOOD ROGERS — Phone No.: 925-847-1556
Address: 4670 WILLOW RD, #125 PLEASANTON, CA 94588 — Email:
Milpitas Business Tax ID#

Name: ROMAN DE SOTA — Capacity: LANDSCAPE DESIGN
Company: R3 STUDIOS — Phone No.: 510-452-4190
Address: 201 4TH ST #1018 OAKLAND, CA 94607 — Email:
Milpitas Business Tax ID#

Name: — Capacity:
Company: — Phone No.:
Address: — Email:
Milpitas Business Tax ID#

Name: — Capacity:
Company: — Phone No.:
Address: — Email:
Milpitas Business Tax ID#

Name: — Capacity:
Company: — Phone No.:
Address: — Email:
Milpitas Business Tax ID#

If more room is necessary, you may complete and attach additional copies of this form.

City of Milpitas Municipal Code Title III requires everyone, including consultants, who render services in or from the City of Milpitas to have a valid business tax/license. Please contact the Business Resource Center at 408-586-3100 for instructions on how to obtain a Milpitas Business Tax ID number.

Hazardous Waste and Substances Statement

Pursuant to California Government Code Section 65962.5 (AB 3750 – Cortese)

Government Code Section 65962.5 requires that "before a lead agency accepts as complete an application for any development …the applicant shall consult the [Cortese] list and shall submit a signed statement…indicating whether the project and any alternative are located on a site that is included on [the list]." This form is provided for that purpose.

TO: Planning Division
City of Milpitas
455 East Calaveras Blvd
Milpitas, CA 95035

I have consulted the current Hazardous Waste and Substances Sites List, consolidated by the California Environmental Protection Agency pursuant to Government Code Section 65962.5 at http://www. calepa.ca.gov/SiteCleanup/CorteseList/ regarding the development project application herewith submitted.

Based on my consultation, the location of the project, shown below,

☐ IS ☒ IS NOT

on a site which is included on the attached most recent Hazardous Waste and Substances Sites List.

Project location:

If located on such a site, print the sources of that information as shown on the list:

I declare under penalty of perjury that the foregoing is true. Executed this 2 day of November, 2018, in
(date) (month) (year)

San Ramon, CA
(city and state)

x Leah Beniston
Signature of applicant (or agent)

Leah Beniston, Vice President of Entitlements
Print applicant name, with agent name and title, if any

Development Statistics

SECTION 1: ZONING AND GENERAL PLAN INFORMATION

a. What is the property currently designated for:
ZONING: R3 - TOD
GENERAL PLAN: HIGH DENSITY RESIDENTIAL 21-40 du/ac

b. Are any changes being proposed to either the Zoning or General Plan? ☑ NO ☐ YES.

IF YES, list the new Zoning District or,
General Plan designation(s) as appropriate --
ZONING: _____
GENERAL PLAN: _____

SECTION 2: SIZE OF DEVELOPMENT AND NUMBER OF LOTS

a. What is the total land area of the project site? 1.22 ☐ SQ. FT./ ☑ ACRES.

b. How many legal lots does the project area currently contain? _____ LOTS

c. Do you propose to subdivide the project site and thereby increase the number of lots? ☐ NO ☐ YES.
If yes, are the total number of lots? _____ lots

d. Is the site currently vacant? ☑ NO ☐ YES.

SECTION 3: HISTORIC INFORMATION

a. Were any structures located on the project site constructed prior to 1956? ☑ NO ☐ YES. – If yes, when was the structure built? Year Built: _____

b. How is this structure being used? OFFICE

c. Describe generally where this structure is located on the project site: _____

d. Is the site or any of the structures considered to be historically significant? ☑ NO ☐ YES.

e. What type of historic designation? (check one) ☐ Federal ☐ State ☐ Landmark ☐ Local

f. Is the site or structure known by a particular name? ☐ NO ☐ YES – If yes, list its name –

☐ Site _____ ☐ Building _____

SECTION 4: EXISTING RESIDENTIAL

a. Does the project site currently contain any residential dwellings? ☑ NO ☐ YES. – If YES, what is the total number of units? _____ Units.

b. Indicate the number of units by type: _____ Single Family Detached; _____ Single Family Attached; _____ Townhouses; _____ Condominiums; _____ Apartments

c. Are there any existing affordable housing units on the project site? ☑ NO ☐ YES, If YES, how many affordable housing units does the development contain? _____ Affordable Units.

SECTION 5: NEW RESIENTIAL: PROPOSED OR CHANGES TO EXSTING

a. Do you propose to increase the number of affordable units? ☐ NO ☑ YES. – If YES, how many units? 6 Affordable units

b. Do you propose to add any new units to the project site? ☐ NO ☑ YES. – If YES, what are the types and number of units:

____ Single Family Detached; ____ Single Family Attached;

____ Townhouses; 40 Condominiums; ____ Apartments

c. Do you propose to delete any residential units from the project? ☑ NO ☐ YES. – If YES, what are the types and number of units: ____ Single Family Detached; ____ Single Family Attached;

____ Townhouses; ____ Condo.; ____ Apartments

d. Are any jobs being removed from the project site? ☐ NO ☑ YES. – If YES, Indicate how many: ____ employees

SECTION 6: RESIDENTIAL PARKING INFORMATION

a. How many COVERED parking spaces are currently being provided per dwelling unit? 1.6 spaces

b. How many UNCOVERED parking spaces per unit? 0.35 spaces

c. Given the total amount of parking spaces being provided, list the number of spaces by their types:

COVERED: ☐ 47 No. of Standard; ☐ 15 No. of Compact; ☐ 2 No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ___ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ~~____ No. of Off Site;~~ ☐ ____ No. of Other

UNCOVERED: ☐ 7 No. of Standard; ☐ 6 No. of Compact; ☐ 1 No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ___ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ~~____ No. of Off Site;~~ ☐ ____ No. of Other

d. Are any changes being proposed to the number of available parking spaces? ☐ NO ☐ YES. – If YES, will there be an increase or decrease in the total number of spaces. ☐ Increased by ____ spaces ☐ Decreased by ____ spaces.

e. Indicate the revised composition:

COVERED: ☐ ____ No. of Standard; ☐ ____ No. of Compact; ☐ ____ No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ___ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ~~____ No. of Off Site;~~ ☐ ____ No. of Other

UNCOVERED: ☐ ____ No. of Standard; ☐ ____ No. of Compact; ☐ ____ No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ___ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ~~____ No. of Off Site;~~ ☐ ____ No. of Other

SECTION 7: EXISTING NON-RESIDENTIAL

a. Are there any existing non-residential buildings on the project site? ☐ NO ☑ YES. – If YES, what is the combined total floor area of the buildings 16,463 Sq. Ft.

b. Indicate which non-residential uses are currently existing on the project site: ☑ General Office; ☐ Medical Offices/Clinics; ☐ Warehouse; ☐ Retail; ☐ Industrial R&D; ☐ Industrial Speculative Bldg.; ☐ Religious Institutions/Facilities; ☐ Child Day Care; ☐ Hotel/Motel; ☐ Services; ☐ Other _____

c. Please provide the following information on existing land uses, where applicable: Number of ☐ _____ Seats (Religious Institutions, Restaurants); ☐ _____ Children (Child Day Care); ☐ _____ Students (Schools); ☐ _____ Beds (Residential Care Facilities); ☐ _____ Rooms (Hotel/Motel).

SECTION 8: NEW NON-RESIDENTIAL: PROPOSED OR CHANGES TO EXISTING

a. Are any new land uses being proposed for the project site? ☐ NO ☐ YES. – If YES, Indicate which uses are being proposed – ☐ General Office; ☐ Medical Offices/Clinics; ☐ Hotel/Motel; ☐ Retail; ☐ Warehouse; ☐ Services; ☐ Industrial R&D; ☐ Industrial Speculative Bldg.; ☐ Religious Institutions/Facilities; ☐ Child Day Care; ☐ Other

b. Do you plan to add any new floor area? ☐ NO ☐ YES. – If YES, how much additional floor area? : _____ Sq. Ft.

c. Please provide the following information for the proposed uses, where applicable: Number of ☐ _____ Seats (Religious Institutions, Restaurants); ☐ _____ Children (Child Day Care); ☐ _____ Students (Schools); ☐ _____ Beds (Residential Care Facilities); ☐ _____ Rooms (Hotel/Motel).

d. Are any uses being removed/deleted from the site? ☐ NO ☐ YES. – If YES indicate which uses are proposed to be removed/deleted - ☐ NO ☐ YES. – If YES, Indicate which uses are being proposed – ☐ General Office; ☐ Medical Offices/Clinics; ☐ Hotel/Motel; ☐ Retail; ☐ Warehouse; ☐ Services; ☐ Industrial R&D; ☐ Industrial Speculative Bldg.; ☐ Religious Institutions/Facilities; ☐ Child Day Care; ☐ Other

e. Do you plan to reduce the amount of floor area devoted for non-residential use? ☐ NO ☐ YES. – If YES, what is remaining amount of non-residential floor area? : _____ Sq. Ft. of non-residential use.

f. Are any jobs being removed from the project site? ☐ NO ☐ YES. – If YES, Indicate how many: _____ employees

g. Approximately how many jobs will the project create? _____ employees

SECTION 9: NON-RESIDENTIAL PARKING INFORMATION

a. What is the total number of parking spaces currently available for the project? _____ Total spaces

b. List the number of existing parking spaces by their types: ☐ ____ No. of Standard; ☐ ____ No. of Compact; ☐ ____ No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ____ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ____ No. of Other

c. Are any changes being proposed to the number of available parking spaces? ☐ NO ☐ YES. – If YES, will there be an increase or a decrease in the total number of spaces. ☐ Increased by _____ spaces; ☐ Decreased by _____ spaces.

d. Indicate the revised composition: : ☐ ____ No. of Standard; ☐ ____ No. of Compact; ☐ ____ No. of Handicapped Van; ☐ ____ No. of Handicapped Car; ☐ ____ No. of Bicycle Spaces; ☐ ____ No. of Motorcycle; ☐ ____ No. of Other

Planning and Neighborhood Services
455 East Calaveras Boulevard
Milpitas, CA 95035
Phone (408) 586-3279

Environmental Information Assessment

Purpose: The Environmental Information Assessment process is intended to identify any potential environmental effects of a proposed development project, and to identify measures to minimize or compensate for any impacts that are expected. Further, the Environmental Information Assessment facilitates the completion of a subsequent Initial Study. The Initial Study document is the primary means of determining the level of environmental review required under the California Environmental Quality Act (CEQA) and, consequently, whether a Negative Declaration or an Environmental Impact Report must be completed for a proposed project. The three major documents in the environmental review process are:

- An initial study is the preliminary analysis prepared by staff to determine whether a negative declaration or an environmental impact report should be prepared;
- A negative declaration is a document which states the project will not have, or can, based on available information be prevented from having, a significant adverse impact on the environment; and
- An environmental impact report (EIR) is a detailed report on the estimated significant avoidable and unavoidable environmental impacts of the project.

This form is intended to accompany a project application form.

Application Submittal Requirements: Most environmental impact assessments are required in conjunction with a request for a land use or site plan approval. In such cases, see the information sheet for a project for all submittal requirements. This information sheet and questionnaire provides supplemental information to the project submittal application form.

Code/Regulations Reference: California Public Resources Code, beginning with Section 21000; implementing regulations adopted by the Office of Planning and Research (CEQA: California Environmental Quality Act, Statutes and Guidelines 2002)

Incomplete Applications: An application is considered to be incomplete if any of the items checked on this information sheet have not been included. Processing of the application will be delayed until the submittal is determined to be complete.

I understand that my plan review may be delayed if required materials are missing, incomplete, or otherwise lacking information or clarity as determined by staff from the submittal package. I further understand that my plan review will be delayed if materials submitted do not comply with City codes, ordinances and standards.

Leah Beniston — Project Applicant

11-1-18 — Date

Project Address: 2001 TAROB CT. MILPITAS

Assessor's Parcel Number: 086-36-034

General Plan Designation: HIGH DENSITY RESIDENTIAL **Zoning District:** R-3 TOD

Project Applicant Name and Telephone Number: LEAH BENISTON 925-380-1699

The following information is required to be submitted with a planning or development application to ascertain the level and type of environmental review that will be needed to support your project. This form may also be submitted with a Planning Application form to commence environmental studies on a project site to inform the overall project design.

Project Name: _____

Brief Project Description:

FOUR STORY CONDOMINIUM BUILDING WITH 40 RESIDENTIAL DWELLING UNITS ABOVE GROUND FLOOR PARKING.

Have any studies or site investigations been performed for the property? No___ If yes, please attach a copy of each study and list the title of each study here:

PRELIMINARY TITLE REPORT DATED NOVEMBER 2,2018
PRELIMINARY ARBORIST REPORT DATED MARCH 5,2018
PRELIMINARY GEOTECHNICAL REPORT DATED NOVEMBER 13,2017
PHASE I ESA AND SOIL QUALITY EVALUATION DATED JANUARY 9,2017
SIGNED UTILITY MODELING ACKNOWLEDGEMENT
ALTA SURVEY 2018
PRELIMINAY STORM WATER MANAGEMENT PLAN DATED OCTOBER 31,2018
SEWER NEEDS ASSESSMENT DATED OCTOBER 31,2018

Please describe what, if any, known constraints exist on the site or are adjacent to the site. Also describe any constraints attributable to the proposed use on the site and in relation to its surroundings.

40 FOOT UTILITY EASEMENT ADJACENT TO LUNDY AVE.

1. Project Site and Surrounding Land Uses:

a. Site size (acres): 1.22

b. Total square footage of all existing buildings: 16,463

c. Total square footage of all buildings to be removed: 16,463

d. Total square footage of all proposed buildings: 102,736

e. Describe the project site as it exists before the project:

OFFICE BUILDING WITH ASSOCIATED PARKING.

f. Does the project area include any off site improvements or staging areas, i.e. storage, roadway improvements or utility extensions? No___ If yes, please describe type and location:

EXISTING RIGHT OF WAY TO BE ABANDONED PER CITY OF MILPITAS

g. Describe the surrounding properties (type of land use e.g., single family residential, gas station, warehouse, park, etc.):

North: INDUSTRIAL

East: APPROVED TOWNHOME PROJECT

South: CITY OF SAN JOSE

West: INDUSTRIAL

2. Biological (Plant and Animal Life)

a. Does the site contain any trees? Yes✓ No ___ If yes, briefly describe the number and type. Attach a tree survey and or arborist report if one is available.

SEE ARBORIST REPORT DATED MARCH 5, 2015

TOTAL 43 TREES REMOVED

TOTAL 49 TREES PLANTED

b. Does the site contain any wildlife breeding, nesting or feeding areas? Yes__ No✓ Unknown____ If yes or no, please provide your justification:

c. Does the site contain any known endangered animal or plant species habitats? Yes__ No✓ Unknown___ If yes or no, please provide your justification:

d. Does the site contain or is it near (within 300 feet) any watercourse such as a stream, flood control drainage way, ditch or swale, flowing annually or seasonally? No__ If yes, please describe:

SITE IS IN A FLOOD ZONE. GRADE WILL BE RAISED APPX. 4 1/2 FT. TO COMPLY WITH CITY FLOOD CONTROL ORDINANCE.

e. Does the site contain or is it within 300 feet of any permanent or seasonal wetlands? No✓ If yes, please describe:

3. Cultural:

a. Are there any known graves or burial sites on the property? Yes__ No✓

b. Is the property on a Milpitas, State or National Historic Register? No__ If yes, please identify which list(s) here:

c. Does the property contain any buildings 50 years or older? Yes__ No✓

If yes, please attach either a Request for Historic Evaluation form or any prior historic evaluation work (e.g. a DPR form) that has been prepared.

4. Earth - Soils and Topography:

a. Briefly describe any grading or topographic changes needed to carry out the project:

SITE IS IN A FLOOD ZONE. GRADE WILL BE RAISED APPX. 4 1/2 FT. TO COMPLY WITH CITY FLOOD CONTROL ORDINANCE.

b. Does the site have a slope of 10% or more? No ✓ If yes, approximate % slope __

c. Will grading involve more than 1,000 yards of cut and fill combined? No ✓ If yes, approximate total cubic yards _____ and depth of excavation_____.

Please describe the probable disposition of the cut and fill of the project, i.e. import or export?
NO CUT BUT FILLING FOR FLOOD ZONE UNDERTERMINED QUANTITY AT THIS TIME.

5. Hazards and Hazardous Materials:

a. Is any part of this property within a study zone as identified by the California

Geological Survey? Consult the California Department of Conservation website for information at www.conservation.ca.gov No ✓ If yes, note which of the following apply:

____ Hayward Fault (Alquist-Priolo zone)

____ Liquefaction zone

____ Landslide zone

____ Other site specific hazards, please specify: _____

b. Is the subject site in the Wildfire Hazard Zone? No ✓ Yes_____

c. Is the property on the Hazardous Waste and Substances Site List produced by the State of California? Consult list on City web site or Permit Counter. No ✓ Yes__

d. Does the site contain any underground storage tanks? No ✓ Yes __

e. Have pesticides been used for agricultural or landscape activities? No ✓ Yes __

f. Will end users store or work with hazardous or potentially hazardous materials? No ✓ Unknown at this time ____ If, yes, please specify:

g. Will the users generate any by-products that require on-site treatment or processing prior to disposal? No ✓ Unknown at this time ____ If yes, please describe:
RESIDENTIAL TRASH

6. Hydrology and Water Quality:

a. Does the site contain any active or abandoned wells? No ✓ Yes ____

b. Is the site within a flood plain? No ___ Yes ✓

c. Does the project traverse or alter any drainage swale or creek? No ✓ Yes ____

d. Describe the method(s) to be used to manage storm water. Identify Best Management Practices (BMP's) that will be used to prevent pollutants from entering the storm water system after the project is completed. Is the site within a flood plain?

SEE PRELIMINARY STORM WATER MANAGEMENT PLAN

7. Noise, Vibration, Glare and Odors:

a. Is the project site within:

120 feet of a rail line or BART? Yes ___ No ✓

500 feet of an at-grade rail crossing? Yes ___ No ✓

500 feet of a freeway, highway or other heavily traveled roadway? Yes __ No ✓

Near any other noise or vibration source (e.g., industrial or commercial process)? No ✓ If yes, specify source:

b. Will the project or end user be a source of noise or vibration (e.g., industrial or commercial process)? No ✓ Unknown at this time ___ or if yes, specify source:

c. Will the project contain larger surface areas of reflective materials such as glass or metal? No ___ If yes, please specify material and usage:

REPLACING SINGLE STORY CONCRETE BUILDING WITH A FOUR STORY RESIDENTIAL BUILDING.

d. Will the project or end user generate odors? No ✓ If yes, please describe:

e. Will the project produce a noticeable change in the ambient noise levels or subject persons to excessive noise levels or vibrations? If so, what would cause the change?

NO

8. Transportation and Circulation:

a. Will the number of vehicular access points for the site increase, remain the same or decrease as a result of the proposed project? DECREASE BY ONE

b. Are any drive-through facilities proposed as part of this project? Yes___ No✓

c. Are any off-site improvements (e.g., traffic signal, turn lanes, and/or road improvements) needed to serve the project? No ✓ If yes, please describe the improvements:

d. Is the project frontage improved with curb, gutter and sidewalk? Yes✓ If not, describe which improvements are missing.

e. Are there any nearby pathways, trails, bike lanes, or bus stops? No ___ If yes, please describe what exists and approximate distance from site:

PENITENCIA CREEK TRAIL ACCESSED THROUGH 1980 TARAR CT.

TRADE ZONE AND LUNDY BUS STOP 0.1 MILES

f. Estimate the number of auto and truck trips generated daily by this project. Indicate trip generation factor and source of traffic.

CONFORMS WITH THE TRANSIT AREA SPECIFIC PLAN.

9. Community Safety.

Note any special requirements for fire or police services such as hazardous materials use or storage.

NONE

10. Geologic Hazards.

Does the site contain any evidence of past landslides, unstable soils or serpentine rock?

No✓; If yes, please describe the improvements:

Other Comments or information you would like to provide:

THIS IS A 100% CONFORMING PROJECT TO R-3 TOD.

Certification:

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Leah Gemstra — Project Applicant

11-2-18 — Date

If you need additional information or clarification to prepare your submittal please contact the staff person who furnished you this sheet for further assistance.

Information sheet furnished by: _____ **Phone: (408) 586-**_____

for proposal:

_____

Date: _____

May 8, 2019

Ms. Lillian Hua
Associate Planner
455 E. Calaveras Blvd.
Milpitas, CA 95035

Re: New 40 Unit Condominium Development – P-SD18-0014, P-MT18-0004-2001Tarob Court

Dear Lillian,

Thank you for the City comments regarding our second submittal set forth in the April 29, 2019 letter and updated letter from Fire received on April 30, 2019. Attached you will find a spreadsheet that addresses each comment individually.

As a supplement to that spreadsheet, TTLC is addressing the Housing Department Comments as follows:

> *In 2017 TTLC set an affordable housing fee precedent for paying a 10% affordable fee (when the standard at the time was 5%) as per the October 16, 2017 (attached) stating that The True Life Companies was committed to paying such a fee for the 551 Lundy Place, 1992 Tarob Court, and 2001 Tarob Court properties. At the time, we had anticipated a voluntary contribution of approximately $650,000 as the affordable housing fee for the future 2001 Tarob project based on building a side by side townhome product.*
>
> *Now that the City has adopted a new affordable housing ordinance, TTLC will be paying the affordable housing fee at $33.00 per square foot. With an average unit size of 1,420 SF this fee would come to approximately $1,874,400.00. The actual fee amount will be determined at the time the building permits are issued.*
>
> *At one time, TTLC felt we could "build" the units if the percentage had remained at 10% and we were still doing townhome style units for the project, but with the City request for higher density and the adoption of the affordable housing fee at 15%, TTLC is now choosing to go back to our original 2017 approach by paying the fee.*

TTLC understands that there are some findings that City Council must make to approve affordable housing fees which are:

> *Prior to City Council approval to the requested exception, affirmative findings to the following must be made:*
>
> *1. The exception requested exceeds the minimum affordable requirements; and*
> *2. The project is better served with the exception; or*
> *3. The community benefits exceed the project benefits.*

TTLC proposes the following rational to make the above findings.

1. Paying the fee should be an alternative not an exception. Every City in the Bay Area is struggling to meet the housing demands made by a full spectrum of people across a broad range of socio-economic strata. With the total amount of for sale and rental housing already approved in the TASP nearing its maximum of 7000 new dwelling units serving a variety of income levels, the TASP properties within the approved Tarob Court neighborhood area are set up to serve the attainable housing population of folks who can afford market rate housing and want to live near transit.

   The City of Milpitas has an existing housed low income population that would like to stay in their homes for the foreseeable future. Established low income neighborhoods, such as the Sunnyhills Neighborhood, need subsidies from the City in order to stave off the pressures of redevelopment similar to the TASP and other Opportunity zones being studied in the upcoming General Plan Update.

   Affordable fees are the route to keeping the City's affordable housing fund liquid to help deserving folks and neighborhoods stay intact and in their homes. While building new affordable units provides a few new residents an opportunity to live in Milpitas at an affordable rate compared to their neighbors in the same new development, keeping existing residents in their homes attacks the problem of homelessness and affordable housing at the existing need.

2. TTLC feels that the project and the whole Tarob Court neighborhood is better served by keeping the adjacent projects all market rate. While everyone deserves housing, folks who participate in affordable housing lotteries are often in need of other social support services beyond mortgage assistance. The menu of social assistance programs available in Santa Clara County and the City of Milpitas are not located within this TASP neighborhood. Many of the Santa Clara County social and family assistance services are located in San Jose and Santa Clara.

   Paying the affordable fee allows Milpitas the flexibility to have funds on hand to support the under housed population through projects that may be more likely to be located near established social services in the future.

3. The community benefits of the project are inherently created by the project. TTLC has taken a small 1.2 acre property and proposed a high density 40 unit to the acre housing development even with a 40 foot wide PUE encumbering the frontage along Lundy Place and an 80' diameter Fire Apparatus turn around on the opposing property line. The point being, TTLC has committed to meeting the goals of

the City of Milpitas by producing a conforming R-3 TOD high density residential project within the TASP.

TTLC believes that this submittal meets the remaining requests of the City of Milpitas and looks forward to having our project deemed complete. Please let me know if the City or LSA will be requiring any other information to complete the project analysis.

Leah Beniston

Vice President of Entitlements
THE TRUE LIFE COMPANIES

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution to Approve Project Plans and Specifications, and Award a Construction Contract to CRW Industries, Inc. for the Alviso Adobe Renovation (Phase V - Interior Restoration), Project No. 5055**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/17/2019
Staff Contact:	**Steve Erickson, 408-586-3301**
Recommendation:	Adopt a Resolution to Approve Project Plans and Specifications for the Alviso Adobe Renovation (Phase V – Interior Restoration), Project No. 5055, to award a construction contract to and authorize the Interim City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, CRW Industries, Inc., in the amount of $523,900, and to authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed $160,000 for the Project

Background:

The City purchased the historic Alviso Adobe property, located at 2087 Alviso Adobe Court in 1997 with the intention of renovating the buildings and constructing a new City park. Capital Improvement Project No. 5055 was started in 1999 to construct the two-acre Alviso Adobe Park, and to restore the historic buildings which were originally constructed in the 1850s.

Park construction was to be completed in five phases over several years. Project phases include:

- Phase 1 Replacement of the Adobe building's roof – completed in 1999;
- Phase 2 Site and drainage improvements – completed in 2008;
- Phase 3 Adobe Building exterior renovation and seismic upgrade – completed in 2010;
- Phase 4 Park construction, out building restoration – completed in 2013;
- Phase 5 Restore interior of the Adobe - Final Phase to be completed

Phase 5 of the Alviso Adobe Park Project, Project No. 5055 ("Project") is included in the 2019-24 Capital Improvement Program. This Project represents the final phase and provides for the interior restoration of the first floor of the Adobe, and includes the installation of period correct furnishings, exhibits, signage, and visual media to replicate the experiences of an original Spanish-Mexican Era Adobe home. The interior restoration work provides for building code upgrades to allow public visitation, stabilization and restoration of existing finishes and fixtures such as wallpaper, fireplaces, wainscoting, wood ceilings, and furniture. The installation of the furnishings, exhibits, interpretive signage, and visual media will be completed under a separate contract for completion of the interior renovation work.

On May 16, 2017 the City Council approved the concept design for the interior renovation. The final construction plans and specifications were completed and advertised for construction bid proposals. A copy of the plans is included as **Attachment 2.** The complete set of plans and specifications are available for review at the office of the City Engineer.

The Project was advertised for bid proposals in the Milpitas Post on April 26 and May 3, 2019, and bid opening was held on August 1, 2019. The bid documents included one Add Alternate bid item "A". Add Alternate

item “A” provides for the removal and replacement of deteriorating pavement within the parking area and pathways. The Engineer’s estimate for the Project is $365,000.

Analysis:

The lowest responsible bidder submitting a responsive bid is CRW Industries, Inc., in the amount of $465,000. No bid protests were filed with the City in regards to this Project.

The Summary of Bid Results is shown in **Attachment 3** and in the table below:

Bidder	Location	Base Bid	Add Alternate Bid Item	Total Bid Price
CRW Industries, Inc.	Scotts Valley, CA	$465,000	$58,900	$523,900
Cal-Pacific Construction, Inc.	Pacifica, CA	$632,000	$336,000	$968,000
City Engineers Estimate		**$300,000**	**$65,000**	**$365,000**

The basis for award is the lowest responsive base bid.

The bid price from CRW Industries, Inc., exceeds the Engineer’s Estimate by $158,900 (55%). Staff contacted the contractor and the City’s architectural consultant to determine why bid pricing received was higher than the engineer’s estimate. Reasons for the higher than anticipated pricing are a result of the specialized nature of this type of construction; small pool of bidders; and a saturated and high cost Bay Area construction market. The contractors also expressed concern of the unknown and unforeseen conditions anticipated to be found once work starts on the Adobe renovation work.

Staff reviewed the bid proposals and market conditions and determined that it is unlikely that bid pricing would improve if the Project were re-advertised at a later date. Therefore, Staff recommends awarding the construction contract to CRW Industries, Inc., for the Base Bid and Alternate Bid Item A in the total contract amount of $523,900. There are sufficient funds available within the Project budget to award a contract, and no additional funding appropriation is required to award this contract for the interior Adobe renovation work. Additional funding may be required for the future contract to provide period furnishings, interpretive signage, exhibits, and the visual media. If needed, staff will request additional funding for the future contract as part of the 2020-25 Capital Improvement Program.

As previously approved for the successful completion of complicated projects with tight completion schedules, staff is requesting the use of the same change order policy, see **Attachment 4**. 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 $160,000, approximately 30% of the total contract value, due to the specialized nature of this work and potential unknowns in working on a historic building and to eliminate the rodent issue. The change order authority is not anticipated to exceed this amount, and the Project would not require additional appropriation.

Policy Alternatives:

Alternative 1: Not adopt resolution approving the Plan and Specification, awarding the construction contract for the Project, and establishing the change order authority of the Engineering Director/City Engineer.

Pros: None

Cons: Not awarding the Project will prevent completion of the Adobe interior renovation work and delay the completion of the Alviso Adobe Park.

Reason not Recommended: Staff believes the bid pricing received is reasonable for the work to be completed, recommends awarding the construction contract for the Project and completing the final phase of the Alviso Adobe Park project.

Alternative 2: Reject all bids, revise the bid documents to reduce the scope of the Adobe restoration work, re-advertise the Project for bid proposals, and open new bids at a future date.

Pros: Reducing the scope of the restoration work may reduce the cost of the Project, may attract more bidders, and may result in lower bid pricing.

Cons: Reducing the scope of the restoration work will eliminate key components of the Adobe restoration resulting in a partially complete finished product and will require additional design services at added cost. A revision of Project scope does not guarantee the number of new bidders or lower pricing, especially in the Bay Area construction market that is experiencing 2% monthly cost increases.

Reason not recommended: Staff believes the bid pricing received is reasonable for the work to be completed, recommends awarding the construction contract for the Project and completing the final phase of the Alviso Adobe Park project.

Fiscal Impact:
There are sufficient funds available in the Project budget to award the construction contract to CRW industries, Inc. for the interior Adobe renovation work provided by this contract. Additional funding may be required for the future contract to provide period furnishings, interpretive signage, exhibits, and the visual media. If needed, staff will request additional funding for the future contract as part of the 2020-25 Capital Improvement Program.

Available Project Budget	**$1,880,978**

Estimated Costs for Interior Restoration work:

Construction Contract	$523,900
30% Construction Contingency	$160,000
Administration and Inspection	$50,000
Interior Restoration Total Estimated Cost	$733,900

Estimated Costs for Exhibit work:

Estimated Media Consultant Contract	$550,000
Estimated Exhibits Installation	$425,000
30% Construction Contingency	$127,500
Administration and Inspection	$44,578
Exhibit Total Estimated Cost	$1,147,078
Overall Total Estimated Cost	**1,880,978**

The estimated annual maintenance cost for the new building improvements is $7,500. As part of the development of future budgets, the Public Works Facilities Maintenance Budget will be reviewed, and a recommendation may be brought forward to adjust the budget for the additional maintenance cost.

California Environmental Quality Act: This Project has an approved Mitigated Negative Declaration.

Recommendation:
Adopt a Resolution to Approve Project Plans and Specifications for the Alviso Adobe Renovation (Phase 5 – Interior Restoration), Project No. 5055, award a construction contract to and authorize the Interim City Manager to execute the contract to the lowest responsible bidder submitting a responsive bid, CRW Indu

Inc., in the amount of $523,900, and authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed $160,000 for the Project.

Attachments:
Attachment 1: Resolution
Attachment 2: Constructions Plans
Attachment 3: Bid Results
Attachment 4: Change Order Policy

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION CONTRACT TO AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, CRW INDUSTRIES, INC., IN THE AMOUNT OF $523,900 FOR THE ALVISO ADOBE RENOVATION (PHASE V – INTERIOR RENOVATION), PROJECT NO. 5055, AND AUTHORIZING THE ENGINEERING DIRECTOR/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $160,000 FOR THE PROJECT

WHEREAS, the Alviso Adobe Renovation, Phase V, Project No. 5055 ("Project") provides for the restoration of the interior first floor; and

WHEREAS, the Project was advertised for bid in the Milpitas Post on April 26 and May 3, 2019, with a base bid and one add alternate bid item for removal and replacement of resin pavement; and

WHEREAS, the Engineer's Estimate for the base bid plus the add alternate bid item for the Project is $365,000; and

WHEREAS, the bid opening on August 1, 2019, resulted in the City receiving two sealed bid proposals, which ranged in base bid pricing from $465,000 to $632,000; and

WHEREAS, the lowest responsible bidder submitting a responsive bid is CRW Industries, Inc., with a total base bid amount of $465,000; 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, staff recommends the City Council award a construction contract to CRW Industries, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the Interim City Manager to execute a contract for the Base Bid and Alternate Bid item in the amount of $523,900 in accordance with State law; and

WHEREAS, sufficient funds are available in the Project budget to award a construction contract in the amount of $523,900; and

WHEREAS, staff recommends the City Council authorize the Engineering Director/City Engineer to negotiate and execute change order(s) in an amount not to exceed $160,000, 30% percent 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 approves the Project Plans and Specifications.

3. 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 bidder submitting a responsive bid, CRW Industries, Inc., in the amount of $523,900 for the Project.

4. The Engineering Director/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $160,000 for the Project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

ALVISO ADOBE PARK

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

2087 ALVISO ADOBE CT.
MILPITAS, CA 95035

VICINITY & LOCATION MAPS

ALVISO ADOBE PARK

PROPERTY LINE

SYMBOLS LEGEND

- ELEVATION DATUM
- PROJECT NORTH
- ALIGN
- REVISION CLOUD
- ELEVATION MARKER
- BUILDING SECTION
- DETAIL SECTION
- DETAIL PLAN
- CHANGE IN PLANE

ABBREVIATIONS

(E)	EXISTING	MAT.	MATERIAL
(N)	NEW	MAX.	MAXIMUM
A.F.F.	ABOVE FINISH FLOOR	MECH.	MECHANICAL
ADB	ADOBE	MFR.	MANUFACTURER
ADJ.	ADJACENT	MIN.	MINIMUM
ALT.	ALTERNATE	MISC.	MISCELLANEOUS
APPROX.	APPROXIMATE	MTL.	METAL
ARCH.	ARCHITECTURAL	N.I.C.	NOT IN CONTRACT
B.O.	BOTTOM OF	N.T.S.	NOT TO SCALE
BD.	BOARD	NO. or #	NUMBER
BLDG.	BUILDING	NOM.	NOMINAL
BLKG.	BLOCKING	O.C.	ON CENTER
BOT.	BOTTOM	O.H.	OPPOSITE HAND
CAB.	CABINET	OFCI.	OWNER FURNISHED CONTRACTOR INSTALLED
CL.	CENTERLINE		
CLG.	CEILING		
CLST.	CLOSET	PLY WD.	PLYWOOD
CONSTR.	CONSTRUCTION	PTD.	PAINTED
CTR.	CENTER	R.O.	ROUGH OPENING
DBL.	DOUBLE	REINF.	REINFORCED
DET.	DETAIL	REQ'D.	REQUIRED
DIM.	DIMENSION	RM.	ROOM
DN.	DOWN	S.F.	SQUARE FEET
DWG.	DRAWING	S.M.	SHEET METAL
EA.	EACH	SED	SEE ELECTRICAL DRAWINGS
ELEC.	ELECTRICAL		
ELEV.	ELEVATION	S.S.	STAINLESS STEEL
EMER.	EMERGENCY	SCHED.	SCHEDULE
EQ.	EQUAL	SECT.	SECTION
EXP.	EXPOSED	SHT.	SHEET
EXT.	EXTERIOR	SIM.	SIMILAR
F.O.	FACE OF	SPEC.	SPECIFICATION
FIN.	FINISH	STD.	STANDARD
FLR.	FLOOR	STL.	STEEL
GA.	GAUGE	STRUCT.	STRUCTURAL
GALV.	GALVANIZED	T.O.	TOP OF
GL.	GLASS	TYP.	TYPICAL
GYP.	GYPSUM BOARD	U.O.N.	UNLESS OTHERWISE NOTED
HDWR.	HARDWARE		
INSUL.	INSULATION	W/O	WITHOUT
INT.	INTERIOR	WP	WALLPAPER
		WD.	WOOD

DRAWING INDEX

GENERAL	
G0.00	COVER SHEET
G0.01	EGRESS AND ACCESS PLANS
G0.02	TITLE 24 Energy Calc for Lighting
G0.03	TITLE 24 Energy Calc for Lighting- cont
G-CB.1	BLUE PRINT FOR CLEAN BAY
ARCHITECTURAL	
A1.00	OVERALL SITE PLAN
A1.01	ENLARGED SITE PLAN
A1.02	SITEWORK PHOTOS AND DETAILS
A2.00	SELECTIVE DEMOLITION FLOOR PLAN
A2.01	FIRST LEVEL FLOOR PLAN
A2.02	SECOND LEVEL FLOOR PLAN
A5.01	INTERIOR ELEVATIONS - ADOBE PORTION
A5.02	INTERIOR ELEVATIONS - KITCHEN ADDITION
A5.03	MILLWORK & PANELING SECTIONS & DETAILS
A5.04	ENLARGED MILLWORK SECTIONS & DETAILS
A6.01	FIRST LEVEL REFLECTED CEILING PLAN
A8.03	INTERIOR DETAILS
A9.01	FINISH & PARTITION SCHEDULES
A9.02	DOOR SCHEDULE & TYPES
A9.03	ENLARGED GARAGE STORAGE PLAN
ELECTRICAL	
E0.01	ELECTRICAL TITLE SHEET
E2.01	FIRST FLOOR ELECTRICAL
E2.02	SECOND FLOOR ELECTRICAL
E6.01	LIGHTING PLAN
AUDIO VISUAL	
AV1.00	FACILITY CEILING PLAN & ELEVATIONS
AV1.01	FACILITY FLOOR PLAN & ELEVATIONS
AV2.01	ELECTRICAL FLOOR PLAN & ELEVATIONS
AV3.00	DETAILS
AV3.01	DETAILS

GENERAL NOTES

1. SURROUNDING PARK SITE FEATURES SHOWN ARE FOR REFERENCE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOULD BE VERIFIED IN FIELD.
2. VERIFY ALL EXISTING FINISHES, OPENINGS, HARDWARE AND DEVICE CONDITIONS IN FIELD PRIOR TO START OF PROJECT. EXISTING CONDITIONS PHOTOS WILL BE PROVIDED TO CITY PRIOR TO STARTING WORK INSIDE THE HOUSE.
3. ALL WORK SHALL CONFORM TO ALL CURRENT STATE CODES AND NATIONAL REGULATIONS.
4. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. WRITTEN INFORMATION TAKES PRECEDENCE OVER GRAPHIC REPRESENTATION.
5. THE DRAWINGS INDICATE SPECIFIC, TYPICAL AND GENERAL DETAILS OF CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY INDICATED, BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL BE APPLIED FOR SETTING MINIMUM GUIDELINES AND QUALITY, SUBJECT TO REVIEW AND APPROVAL BY THE CITY.
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH BEST STANDARD PRACTICES BY PEOPLE TRAINED AND EXPERIENCED IN THE TRADE IN WHICH THEY ARE WORKING.
7. MATERIALS, UNLESS OTHERWISE NOTED, SHALL BE NEW AND OF THE QUALITY SPECIFIED OR BETTER.
8. PROTECT ALL EXISTING COMPONENTS TO REMAIN AGAINST DAMAGE. DAMAGES TO SAME SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF AND AT NO ADDITIONAL COST TO THE CITY.
9. PROTECT ALL ADJACENT HISTORIC/ORIGINAL MATERIALS FROM DAMAGE DURING CONSTRUCTION.
10. PATCH AND REPAIR ALL HOLES IN FINISHES WITHIN AREA OF WORK.
11. CONSTRUCTION VEHICLES TO PARK ON PROPERTY OR ON PIEDMONT ROAD. NO PARKING ON ALVISO ADOBE COURT.
12. CONSTRUCTION LAYDOWN AREA TO BE IN DRIVEWAY AREA ADJACENT TO EXISTING PARKING SPACES ON WEST SIDE OF ADOBE. STAGING AREA TO BE FENCED AND SECURED.
13. INSTALL CONSTRUCTION FENCING WITH PRIVACY MESH AT EXISTING PERIMETER BOUNDARIES OF THE PROPERTY AS SHOWN IN OVERALL SITE PLAN A1.00. PARK TO BE CLOSED TO PUBLIC DURING CONSTRUCTION. LOCK TO BE PROVIDED BY CITY SO CITY HAS ACCESS AS NEEDED.
14. CONTRACTOR SHALL PROVIDE WATER POLLUTION CONTROL PROGRAM (WPCP) FOR STAGING AREA AND SITE WORK. BEST MANAGEMENT PRACTISES MUST BE APPROVED AND IN PLACE PRIOR TO START OF ANY WORK.
15. EXTERIOR WORK ON ADOBE IS LIMITED TO VERMIN EXCLUSION NEEDS.
16. EMPLOY EXPERIENCED WORKERS OR PROFESSIONAL CLEANERS FOR FINAL CLEANING. CLEAN EACH SURFACE TO CONDITION EXPECTED IN A COMMERCIAL BLDG CLEANING AND MAINTENANCE PROGRAM. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. SEE BELOW FOR FURTHER INSTRUCTIONS.
17. NO SMOKING IS ALLOWED ON THE JOB SITE. CONTRACTOR TO POST NO SMOKING SIGN @ BUILDING INTERIOR DURING CONSTRUCTION. SIGN TO NOT DISTURB HISTORIC FABRIC.

PROJECT TEAM

PROJECT MANAGER:
CITY OF MILPITAS
ENGINEERING DEPARTMENT
455 E. CALAVERAS BLVD.
MILPITAS, CALIFORNIA 95035
CONTACT: JULIE WALDRON
408-586-3314

ARCHITECT:
PAGE & TURNBULL
170 MAIDEN LANE, 5TH FLR
SAN FRANCISCO, CA 94108
CONTACT: TOM DUFURRENA
415-593-3219

ELECTRICAL:
E DESIGN C INCORPORATED
582 MARKET STREET, SUITE 400
SAN FRANCISCO, CALIFORNIA
CONTACT: STEPHEN HOWARTER
415-963-4303

PROJECT SUMMARY

THIS PROJECT REQUIRES INTERIOR REHABILITATION AND RESTORATION TO A MONTEREY COLONIAL STYLE ADOBE STRUCTURE, LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES.

THE SCOPE INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING WORK:

1. SELECTIVE RESTORATION AND RECONSTRUCTION OF INTERIOR WOOD TRIM, PANELING, AND MILLWORK.
2. INSTALLATION OF GLASS PANELS AT STAIR, BATHROOM WALL, AND SELECT CLOSETS.
3. INSTALLATION OF POWER AND WIRING FOR NEW LIGHT FIXTURES AND FUTURE AUDIO VIDEO EQUIPMENT.
4. REPAIRS FOR SELECT SITE FEATURES INCLUDING STONE WALL, WOOD TRASH ENCLOSURE, AND ASPHALT CONCRETE PATH AND DRIVEWAY.

NO CHANGE IN USE OR SQUARE FEET (SF)
ESTIMATED TOTAL OF SF: 1,300 SF

A ALL RESIN PAVING REPAIR AND REPLACMENT IS ADD ALTERNATE A

CODES

2017 MILPITAS MUNICIPAL CODE

SECRETARY OF INTERIORS STANDARDS
- 2016 CALIFORNIA HISTORICAL BUILDING CODE

TITLE 19, CCR, PUBLIC SAFETY, SFM REGULATIONS
- 2016 CA ADMINISTRATIVE CODE TITLE 24, PT1
- 2016 CA BUILDING CODE (CBC) TITLE 24, PT2
- 2016 CA ELECTRICAL CODE (CEC) TITLE 24, PT3
- 2016 CA MECHANICAL CODE (CMC) TITLE 24, PT4
- 2016 CA PLUMBING CODE (CPC) TITLE 24, PT5
- 2016 CA ENERGY CODE CCR TITLE 24, PT6
- 2016 CA FIRE CODE (CFC) TITLE 24, PT9
- 2016 CA GREEN BUILDING STANDARDS TITLE 24, PT11
- 2016 CA REFERENCED STANDARDS TITLE 24, PT12

FINAL CLEANING NOTES

COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION OF SUBSTANTIAL COMPLETION FOR PROJECT:

1. CLEAN PROJECT SITE OF RUBBISH, WASTE MATERIAL, LITTER, AND OTHER FOREIGN SUBSTANCES.
2. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETROCHEMICAL SPILLS, STAINS, AND OTHER FOREIGN DEPOSITS.
3. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, AND SURPLUS MATERIAL FROM PROJECT SITE.
4. CLEAN EXPOSED INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS, AND SIMILAR FOREIGN SUBSTANCES.
5. REMOVE DEBRIS AND SURFACE DUST FROM LIMITED-ACCESS SPACES, INCLUDING CLOSETS AND SIMILAR SPACES.
6. CLEAN FLOORING, REMOVING DEBRIS, DIRT, AND STAINING; MOP/ POLISH CLEAN ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
7. CLEAN TRANSPARENT MATERIALS, INCLUDING MIRRORS AND GLASS IN DOORS AND WINDOWS. REMOVE GLAZING COMPOUNDS AND OTHER NOTICEABLE, VISION-OBSCURING MATERIALS. POLISH MIRRORS AND GLASS, TAKING CARE NOT TO SCRATCH SURFACES.
8. REMOVE LABELS THAT ARE NOT PERMANENT.
9. WIPE SURFACES OF MECHANICAL AND ELECTRICAL EQUIPMENT AND GRILLS. REMOVE EXCESS LUBRICATION, PAINT AND MORTAR DROPPINGS, AND OTHER FOREIGN SUBSTANCES.
10. CLEAN PLUMBING FIXTURES TO BE FREE OF STAINS, INCLUDING STAINS RESULTING FROM WATER EXPOSURE.

7/23/2019 11:44:05 AM
C:_Revit Local Projects\16167_Alviso Adobe Interiors_R18_tdufurre.rvt

Designer Stamp:

LICENSED ARCHITECT — CA 18758 — EXP. 1/31/21 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: CW/ SW Date: 04.08.2019
Checked By: TD/ SW Date: 04.19.2019
Checked By: ____ Date: ____

Revisions

Number	Description	Engr. Apvr.	Date
4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

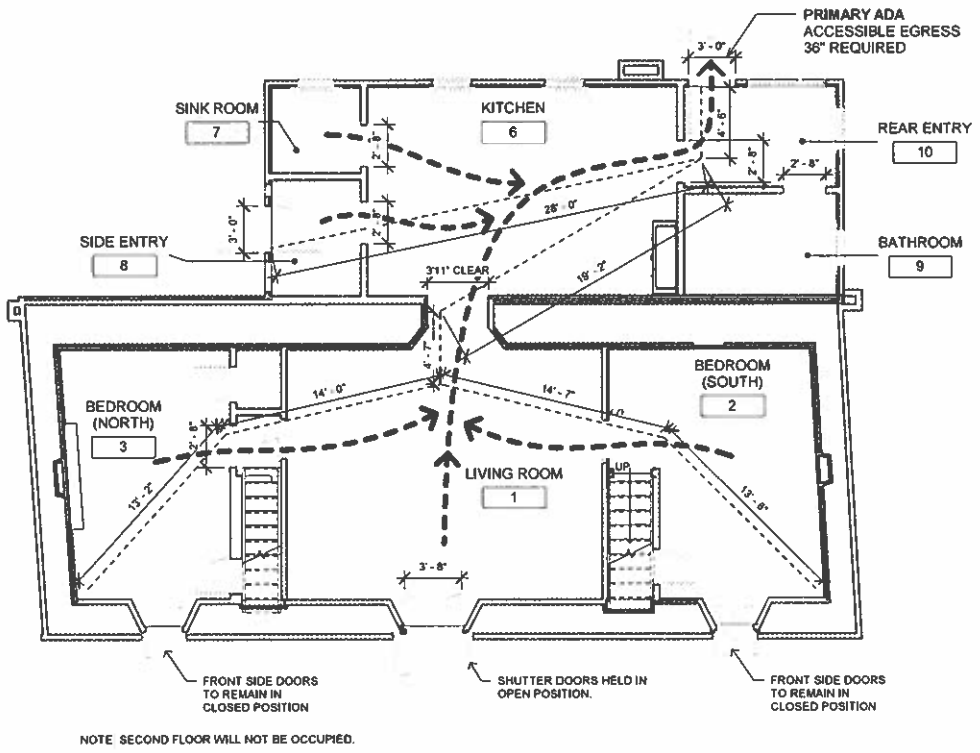
COVER SHEET

Project No. 16167
Rec Dwg No. G0.00
Scale As indicated

Recommended for Bidding by: _____ Date: _____
WooJae Kim, PE, CIP Manager

Approved for Bidding by: _____ Date: _____
Steve Erickson, Engineering Director/City Engineer

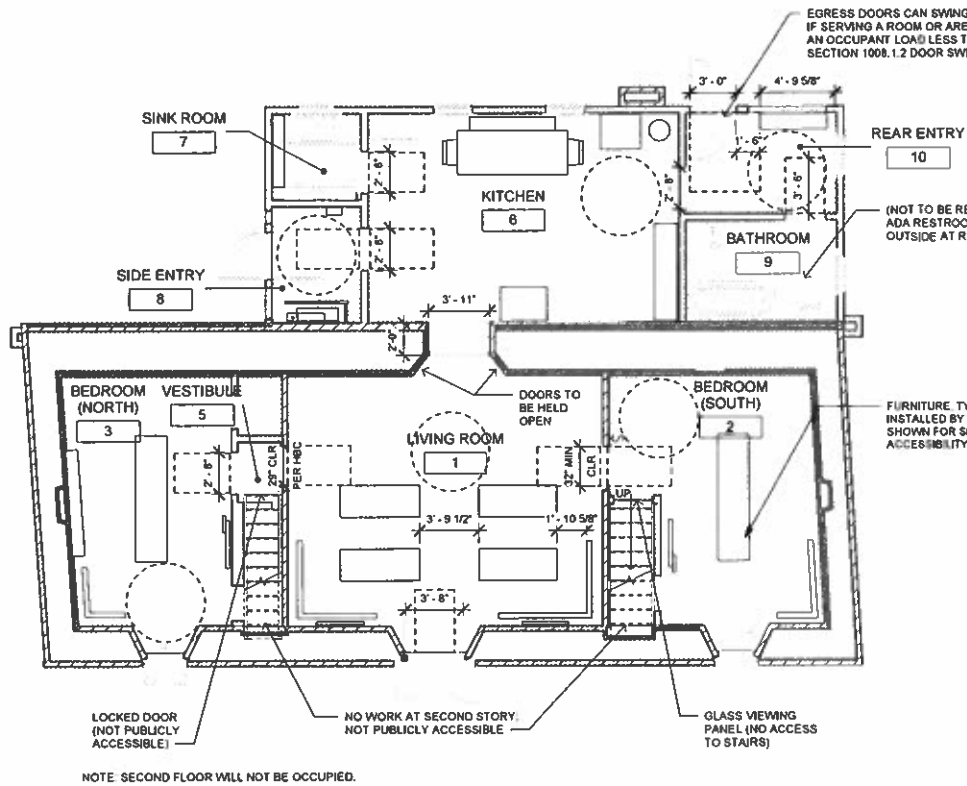
Sheet 1 of 29



NOTE: SECOND FLOOR WILL NOT BE OCCUPIED.

2 FIRST LEVEL EGRESS PLAN
3/16" = 1'-0"

0 20 40 60 80



NOTE: SECOND FLOOR WILL NOT BE OCCUPIED.

1 FIRST LEVEL ACCESSIBILITY FLOOR PLAN
3/16" = 1'-0"

0 20 40 80 80

EGRESS AND ACCESSIBILTY LEGEND AND CALCULATIONS:

ACCESSIBLE PATH OF TRAVEL

MANEUVERING CLEARANCES PER
2016 CBC 11B-404.4.4.2

MAXIMUM PATH OF EGRESS TRAVEL

ALLOWABLE OCCUPANT LOAD INFORMATION PER 2016 CBC 1004.1.2

OCCUPANCY LOAD TYPE: **ASSEMBLY GROUP A-3**

OCCUPANCY LOAD FACTOR THROUGHOUT SPACE: **30 SF PER TABLE 1004.1.2**

NET OCCUPIABLE AREA: **1,171 SF**
MAXIMUM OCCUPANCY LOAD: **1,171 SF / 30 (LOAD FACTOR) = 39 OCCUPANTS**

OCCUPANTS PER ADA MEANS OF EGRESS: **39 OCCUPANTS**

NOTE: SPRINKLERS ARE NOT REQUIRED FOR BUILDINGS WITH OCCUPANCY LOADS LESS THAN 300 PEOPLE.

EXIT DISTANCE FROM NORTHWEST CORNER: **55'-5" < 75'** PER TABLE 1006.2.1

EXIT DISTANCE FROM SOUTHWEST CORNER: **56'-4" < 75'** PER TABLE 1006.2.1

ACCESSIBILITY SHEET NOTES

1. BUILDING AND SITE ACCESSIBILITY SHALL COMPLY WITH THE 2016 CALIFORNIA BUILDING CODE (CBC) SECTION 11B ACCESSIBILITY TO PUBLIC BUILDINGS.
2. THE ACCESSIBLE ROUTE (OR PATH OF TRAVEL) IS A CONTINUOUS, UNOBSTRUCTED WALKWAY (OR PATH) CONNECTING ALL ACCESSIBLE ELEMENTS AND SPACES AS INDICATED ON THIS SHEET AND SHEET A1.01 (ENLARGED SITE PLAN.
3. THE ACCESSIBLE ROUTE THROUGH BUILDING AND SITE TO BE MIN 36" CLEAR WIDTH WITH MIN. 48" CLEAR WIDTH AT SIDEWALKS, AND MIN. 44" CLEAR WIDTH AT CORRIDORS SERVING AND OCCUPANT LOAD OF 10 OR MORE, IN COMPLIANCE WITH 2016 CBC SECTION 11B-404.
4. SEE SHEET A1.01 FOR ACCESSIBLE PATH FROM PARKING TO ENTRY.
5. ALL DOORS ALONG THE ACCESSIBLE ROUTE THROUGH THE BUILDING TO HAVE MIN. 32" CLEAR WIDTH AND SHALL COMPLY WITH 2016 CBC SECTION 11B-404.
6. HISTORIC BUILDING CODE REQUIRES AT LEAST 29" FOR SINGLE LEAF DOORS TO SERVE AS THE ACCESSIBLE MEANS OF EGRESS PER HBC SECTION 8-502.
7. THE SLOPE IN THE DIRECTION OF TRAVEL SHALL BE LESS THAN 1:20 (5%) WITH A MAXIMUM CROSS SLOPE OF 1/4 INCH PER FOOT (2%), UNLESS OTHERWISE NOTED.
8. ALL WALKS, SIDEWALKS, AND LANDINGS SHALL HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING 1/2 INCH IF BEVELED AT 1:2 MAX SLOPE. OR VERTICAL LEVEL CHANGES 1/4 INCH (PER SECTION 11B-303.2 & 11B 303.3), AND SHALL HAVE A MINIMUM WIDTH OF 36 INCHES, UNLESS NOTED OTHERWISE.
9. ALL RAMPS SHALL COMPLY WITH 2016 CBC SECTION 11B-405 AND SHALL HAVE A MAXIMUM SLOPE OF 1:12 (8.33%) IN THE DIRECTION OF TRAVEL WITH A MAXIMUM CROSS SLOPE OF 1/4 INCH PER FOOT (2%), UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL VERIFY THAT A PERSON CAN NEGOTIATE THE ACCESSIBLE ROUTE WITH A DISABILITY USING A WHEELCHAIR AND THAT THE ROUTE IS ALSO SAFE AND USABLE BY PERSONS WITH OTHER DISABILITIES.
11. PROVIDE ACCESSIBLE SIGNAGE THROUGHOUT SITE AND BUILDING COMPLIANT WITH 2016 CBC SECTION 11B.
12. PROVIDE ISA DIRECTIONAL SIGNAGE WHERE INDICATED AND PER 2016 CBC SECTION 11B-703.
13. CONTRACTOR SHALL ENSURE CONSTRUCTION TOLERANCES WILL RESULT IN BUILT WORK HAVING SLOPES WITHIN STATED MAXIMUMS.

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Designer Stamp:

LICENSED ARCHITECT
RENEWAL 08/31/19
C18758
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW/ SW DATE 04.09.19
CHECKED BY: TD/ SW DATE 04.19.19
Designer: _____ Date: _____

Revisions

	PRE-DESIGN DRAWING SET		8.30.17
	95% FINAL DESIGN DRAWING SET		11.30.17
	95% FINAL DESIGN DRAWING SET		03.09.18
	99% FINAL DESIGN DRAWING SET		11.16.18
	100% FINAL DESIGN DRAWING SET		02.20.19
1	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055

EGRESS AND ACCESS PLANS

Recommended for Bidding by: _____ Date: _____
Woojae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. G0.01
SCALE As indicated
2 of 29

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 7/18) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTI-E
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.1, §140.6, and §141.0(b)2F for indoor lighting scopes using the prescriptive path.	
Project Name: Alviso Adobe Renovation (2087 Alviso Adobe Ct. - Milpitas)	Report Page: Page 1 of 6
Project Address: 2087 Alviso Adobe Ct.	Date Prepared: 4/3/2019

A. GENERAL INFORMATION

01	Project Location (city)	Milpitas	04	Total Conditioned Floor Area (ft²)	1,171
02	Climate Zone	4	05	Total Unconditioned Floor Area (ft²)	0
03	Occupancy Types Within Project (select all that apply):		06	# of Stories (Habitable Above Grade)	1

☐ Office ☐ Retail ☐ Warehouse ☐ Hotel/Motel ☐ School ☐ Support Areas
☐ Parking Garage ☐ High-Rise Residential ☐ Relocatable ☑ Other (write in): Museum/Exhibit

B. PROJECT SCOPE

Table Instructions: Include any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(b)2 for alterations. WARNING: Changing the Calculation Method in this table will result in the deletion of data previously input. If you need to change the calculation method, please open a new form or use "Save As".

Scope of Work	Conditioned Spaces		Unconditioned Spaces	
01	02	03	04	05
My Project Consists of (check all that apply):	Calculation Method	Area (ft²)	Calculation Method	Area (ft²)
☑ New Lighting System	Area Category	1,171	Area Category	0
☐ Altered Lighting System				
Total Area of Work (ft²):	1,171		0	

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per §140.6(b)1.	Allowed Lighting Power per §140.6(a) (Watts)						Actual Lighting Power per §140.6(a) (Watts)					Compliance Results
	01	02	03	04		05	06	07	08		09	10
	Complete Building §140.6(c)1	Area Category §140.6(c)2	Area Category Footnotes §140.6(c)2G (+)	Tailored §140.6(c)3 (+)	=	Total Allowed (Watts)	Total Designed (Watts)	Adjustments: Portable Lighting §140.6(a) (-)	Adjustments: PAF Control Credits §140.6(a)2 (-)	=	Total Actual (Watts) *Includes Adjustments	05 Must be ≥ 09 §140.6
	(See Table I)	(See Table I)	(See Table K)	(See Table L)			(See Table F)	(See Table J)	(See Table R)			
Conditioned:		2,107.8			≤	2,107.8	≥ 1,644.375			=	1,644.375	COMPLIES
Unconditioned:					=		≥			=		
Controls Compliance (See Table H for Details)												DOES NOT COMPLY
Rated Power Reduction Compliance (See Table S for Details)												Not Applicable

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

Track Lighting has been included in this project, details are provided in Table G.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: Include all permanent designed lighting and all portable lighting in offices.

01	02	03		04	05	06	07	08	09	
Name or Item Tag	Complete Luminaire Description	Specialized Luminaire Types: Track	Portable	Watts per luminaire[1]	How Wattage is determined	Total number luminaires	Exempt per §140.6(a)3	Design Watts	Field Inspector: Pass	Fail
A	Track	☑	☐	1,184.375	Mfr. Spec[1]	1	☐	1,184.375	☐	☐
B	60w Incandescent/Ceiling Flush Mou	☐	☐	60	NA8 Default	5	☐	300	☐	☐
C	60w Incandescent/Ceiling Semi-Flush	☐	☐	60	NA8 Default	1	☐	60	☐	☐
D	100w Incandescent/ Sconce	☐	☐	100	NA8 Default	1	☐	100	☐	☐
					Total Designed Watts CONDITIONED SPACES:			1,644.375		

NOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c). Wattage used must be the maximum rated for the luminaire, not the lamp.

G. TRACK LIGHTING

Table Instructions. Complete this table for track lighting fixtures indicated on Table F. Luminaire classification and power should be per §130.0(c)7 & 8.

01	02	03	04				05
Name or Item Tag	Complete Track Description	Total Amps of the Track and Busway[3]	Calculation Method per §130.0(c)7B				Track Wattage
			i VA Rating of Branch Circuit	ii Installed Luminaires vs Default 45 W/ft	☑ iii Current Limiter[1]	iv Overcurrent Protection Panel[2]	
A	Track	13	☐	☐	☑	☐	

Table Continued

	VA of current limiter	OR	Linear ft of track	x	Default W/LF	=	Total Watts	1,184.375
	0		94.75		12.5		1,184.375	

H. INDOOR LIGHTING CONTROLS (Not Including PAFs)

Table Instructions:
*Please include lighting controls for conditioned and unconditioned spaces in this table. When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank.*

Building Level Controls			
01	02	03	
Mandatory Demand Response §130.1(c)	Shut-off Controls §130.1(c)	Field Inspector: Pass	Fail
Not Required ≤ 10,000 SF	Whole Building: Automatic Time Switch	☐	☐

Area Level Controls

04	05	06	07	08	09	10	11	12	
Area Description	Complete Building or Area Category Primary Function Area	Area Controls §130.1(a)	Multi-Level Controls §130.1(b)	Shut-Off Controls §130.1(c)	Primary/Skylit Daylighting §130.1(d)	Secondary Daylighting §140.6(d)	Interlocked Systems §140.6(a)1	Field Inspector: Pass	Fail
Museum	Exhibit, Museum	Manual ON/OFF	Dimmer	Auto Timeswitch	N/A	N/A	☐	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Conference 1: Primary/Skylight Daylighting: Exempt because less than 120 watts of general lighting; EXCEPTION 1 to §130.1(d)1*

13
Plan Sheet Showing Daylit Zones:

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Table Instructions: Complete the table for each area complying using the Complete Building or Area Category Methods per §140.6(b)1. Indicate if additional lighting power allowances per §140.6(c) or adjustments per §140.6(a)2 are being used.

Conditioned Spaces

01	02	03	04	05	06		
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowances / Adjustments: Footnotes	PAF	Portable Ltg
Museum	Exhibit, Museum	1.8	1,171	2,107.8	☐	☐	☐
		TOTAL:	1,171	2,107.8	See Tables J, K, R for detail		

J. POWER ADJUSTMENT: PORTABLE LIGHTING IN OFFICES

This Section Does Not Apply

K. ADDITIONAL LIGHTING ALLOWANCE: AREA CATEGORY METHOD FOOTNOTES

This Section Does Not Apply

L. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This Section Does Not Apply

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED SPECIAL FUNCTION AREAS

This Section Does Not Apply

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This Section Does Not Apply

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This Section Does Not Apply

P. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS

This Section Does Not Apply

Q. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This Section Does Not Apply

R. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (PAF)

This Section Does Not Apply

S. RATED POWER REDUCTION COMPLIANCE BY SPACE

This Section Does Not Apply

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Designer Stamp: LICENSED ARCHITECT — WOOJIN A. KIM — C18768 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings
Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CWI SW DATE: 04.09.19
CHECKED BY: TD/ SW DATE: 04.19.19
Designer _____ Date _____

Revisions

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1	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

CITY OF MILPITAS
ENGINEERING DIVISION
ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055
TITLE 24 Energy Calc for Lighting
Recommended for Bidding by: _____ Date: _____
Woo Jae Kim, PE, CBF Manager

PROJECT NO. 16167
REC. DWG. NO. G0.02
SCALE
3 of 29

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 7/18) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Alviso Adobe Renovation (2087 Alviso Adobe Ct. - Milpitas)	Report Page:	Page 5 of 6
Project Address: 2087 Alviso Adobe Ct.	Date Prepared:	4/3/2019

T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at http://www.energy.ca.gov/2015publications/CEC-400-2015-033/appendices/forms/NRCI

YES	NO	Form/Title	Field Inspector Pass	Field Inspector Fail
■	○	NRCI-LTI-01-E - Must be submitted for all buildings	☐	☐
■	○	NRCI-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐
■	○	NRCI-LTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.	☐	☐
○	■	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.	☐	☐
○	■	NRCI-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	☐	☐
○	■	NRCI-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	☐	☐

U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector Pass	Field Inspector Fail
■	○	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	☐	☐
■	○	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	☐	☐
○	■	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	☐	☐
○	■	NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).	☐	☐

STATE OF CALIFORNIA
Indoor Lighting
NRCC-LTI-E (Created 7/18) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTI-E
Project Name: Alviso Adobe Renovation (2087 Alviso Adobe Ct. - Milpitas)	Report Page:	Page 6 of 6
Project Address: 2087 Alviso Adobe Ct.	Date Prepared:	4/3/2019

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

Documentation Author Name:	Chris Ferre	Documentation Author Signature: Chris Ferre	
Company:	CALC 24	Signature Date:	4/3/2019
Address:	12262 Muhlebach Way	CEA/ HERS Certification Identification (if applicable):	n/a
City/State/Zip:	Truckee, CA 96161	Phone:	(800) 550-0818

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Tom Dufurrena	Responsible Designer Signature: Tom Dufurrena	
Company:	Page & Turnbull	Date Signed:	4/3/2019
Address:	417 Montgomery St., 8th Floor	License:	C 18768
City/State/Zip:	San Francisco, CA 94104	Phone:	(415) 362-5154

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Designer Stamp:
LICENSED ARCHITECT TOM A. DUFURRENA C18768 EXP. 7/31/19 STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Finally Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CW SW DATE 04.09.19
CHECKED BY: TD/ SW DATE 04.19.19
_____ Date: _____

Revisions

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2	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055

TITLE 24 Energy Calc for Lighting- cont

Recommended for Bidding by: _____ Date: _____
Woodae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. G0.03
SCALE
4 29

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

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 disposa

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 Al lpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

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, cause serious problems, and is prohibited by law.

Doing the Job Right
General Business Practices

- ☐ Wash out concrete trucks only in designated washout 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 bleach or acid 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 breaking up old driveway or sidewalk construction, wash down into 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.

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 switching to leak-free hydraulic systems. Perform major maintenance, repair jobs, and vehicle and equipment washing off site where it can be done more easily. Remove construction equipment from the site as soon as possible.

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 it can be done more easily.
- ☐ If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloths 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 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.

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 or bail 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 large spills to the appropriate local spill response agencies immediately. In Milpitas, dial 9-1-1 if hazardous materials might enter the storm drain.

Earth-Moving and Dewatering Activities

Who should use this information?

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

Storm Drain Pollution from Earth-Moving Activities

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

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

Doing the Job Right
General Business Practices

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

Practices During Construction

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

Check for Sediment Levels

- ☐ If the water is clear, the pumping time is less than 24 hours, and the flow rate is less than 20 gallons per minute, you may pump water to the street or storm drain.
- ☐ If the pumping time is more than 24 hours and the flow rate greater than 20 gpm, call your local wastewater treatment plant for guidance.
- ☐ If the water is not clear, solids must be filtered or settled out by pumping to a settling tank prior to discharge. Options for filtering include:
  - Pumping through a perforate pipe sunk past weyinto a small pit filled with gravel;
  - Pumping from a bucket placed below water level using a submersible pump;
  - Pumping through a filtering device such as a swimming pool filter or filter fabric wrapped around end of suction pipe.
- ☐ When discharging to a storm drain, protect the inlet using a bonser of burlap bags filled with drain rock, or cover inlet with filter fabric anchored under the grate. Pump water through a grassy swale prior to discharge.

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.

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, surface sealing, 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 contributing 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 and filter runoff.
- ☐ Never wash excess material from 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 roofs 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 sawing 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 liquid in storm drains.

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 hazards and wastes, oil sheens and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right
Handling Paint Products

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

Paint Removal

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

Painting Cleanup

- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain. Dispose of excess liquids and residue as hazardous waste.
- ☐ For oil-based paints, clean 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 tinted paint for reuse.
- ☐ Reuse leftover oil-based paint. Dispose of non-recyclable thinners, sludge and unwanted paint, as hazardous waste.
- ☐ Unopened items of paint may be able to be returned to the paint vendor. Check with the vendor regarding its "buy-back" policy.

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 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 containing 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 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 flow to storm drains or 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, cleaned sewer lines, 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 drywall 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.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

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

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

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

Doing the Job Right
General Business Practices

- ☐ Protect stockpiles (e.g., asphalt, sand, or soils 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 unused, 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 cleanout.
- ☐ 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 overuse pool chemicals. Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

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

Milpitas Municipal Code (MMC) 2014

XI-16-11 Accidental Discharge - Notification of Discharge

(a) All persons shall notify the City by telephone immediately by dialing 911 upon accidentally discharging any material other than an acceptable discharge into a storm drain or watercourse to enable countermeasures to be taken by the City to minimize damage to storm drains and the receiving waters. Prohibited discharges include but are not limited to:
(1) Sewage;
(2) Discharges of wash water resulting from the cleaning of exterior surfaces and pavement, or the equipment and other facilities of any commercial business, or any other public or private facility;
(3) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
(4) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
(5) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
(6) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash/dish 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 5650 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 4.03 1 of this Code.

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

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

(d) Notice of Noncompliance. If the severity of the violation warrants immediate action, a Notice of Noncompliance or Stop Work Notice of all 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 Prevent on 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 uncorrected 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.

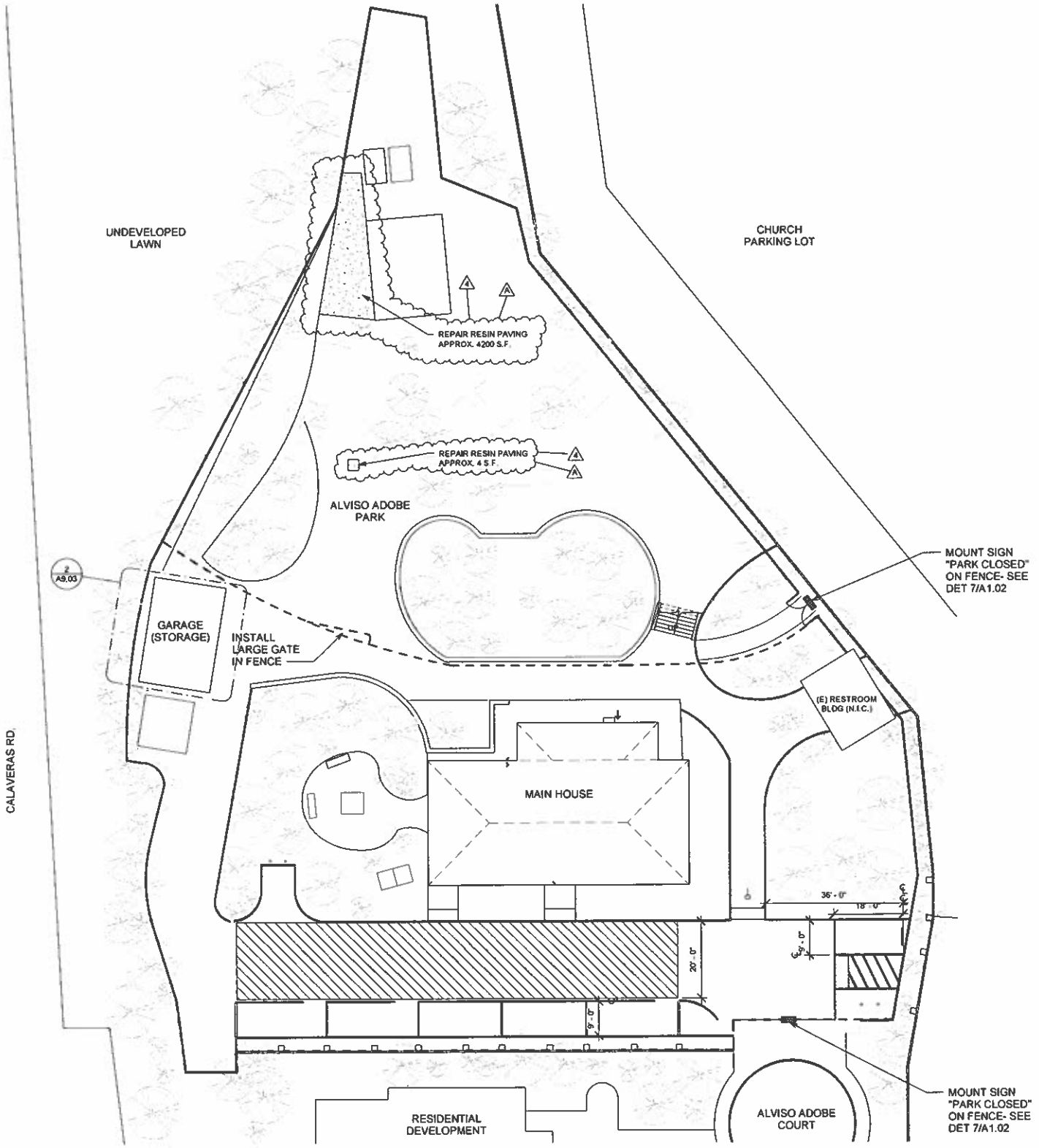
(g) Remedies Cumulative. The remedies provided in this section are cumulative and not exclusive, and shall be in addition to any other penalty provided for in this Chapter and shall be in addition to all other remedies available to the City under State and federal law.

PROJECT ADDRESS:
2087 ALVISO ADOBE CT.
MILPITAS, CA 95035

PROJECT NAME:
ALVISO ADOBE
INTERIOR REHABILITATION

BLUEPRINT FOR A CLEAN BAY
BUILDING & SAFETY DEPARTMENT

SHEET
CB-1
SHEET 3 OF 27



1 OVERALL SITE PLAN
1/16" = 1'-0"

SHEET NOTES

1. OVERALL SITE PLAN SHOWN FOR PARK ORIENTATION. SEE A1.01 FOR SITE WORK.
2. NO EXTERIOR WORK TO BE DONE ON BLDGS.
3. SURROUNDING PARK SITE FEATURES SHOWN ARE FOR REFERENCE ONLY. DIMENSIONS SHOULD BE VERIFIED IN FIELD.
4. THE PARK AND ALL PARK AMENITIES TO BE PROTECTED DURING CONSTRUCTION.
5. INSTALL CONSTRUCTION FENCING WITH PRIVACY MESH AT PERIMETER OF PARK SITE (SEE DASHED LINE ON A1.00). CITY TO PROVIDE LOCK SO CITY WILL HAVE ACCESS AS NEEDED. FENCING SIGNAGE IS INDICATED ON PLAN; LOCATIONS WILL BE CONFIRMED AND SIGNS PROVIDED BY THE CITY.
6. CONSTRUCTION AND PERSONAL VEHICLES TO PARK ON PROPERTY OR ON PIEDMONT ROAD. NO PARKING ALLOWED ON ALVISO ADOBE COURT.
7. CONSTRUCTION LAYDOWN STAGING AREA TO BE LOCATED IN DRIVEWAY ADJACENT TO ADOBE AT WEST SIDE. ADA SPACE TO REMAIN UNOBSTRUCTED.
8. THE CONTRACTOR IS NOT TO USE THE PARK RESTROOMS.
9. PARK TO BE CLOSED TO PUBLIC DURING CONSTRUCTION.

LEGEND

- (E) ADA ACCESSIBLE PARKING SPACE
- CONSTRUCTION STAGING AREA
- EXISTING SITE WALL
- CONSTRUCTION FENCING
- SIGN, PER DETAIL 7/ A1.02

Designer Stamp.

LICENSED ARCHITECT — JOSEPH A. DEPARDO — No. C18768 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW/ SW DATE 04.09.19
CHECKED BY: TD/ SW/ DATE 04.19.19

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

OVERALL SITE PLAN

Recommended for Bidding by: Date:
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A1.00
SCALE As indicated
6 29

7/23/2019 11:43:17 AM
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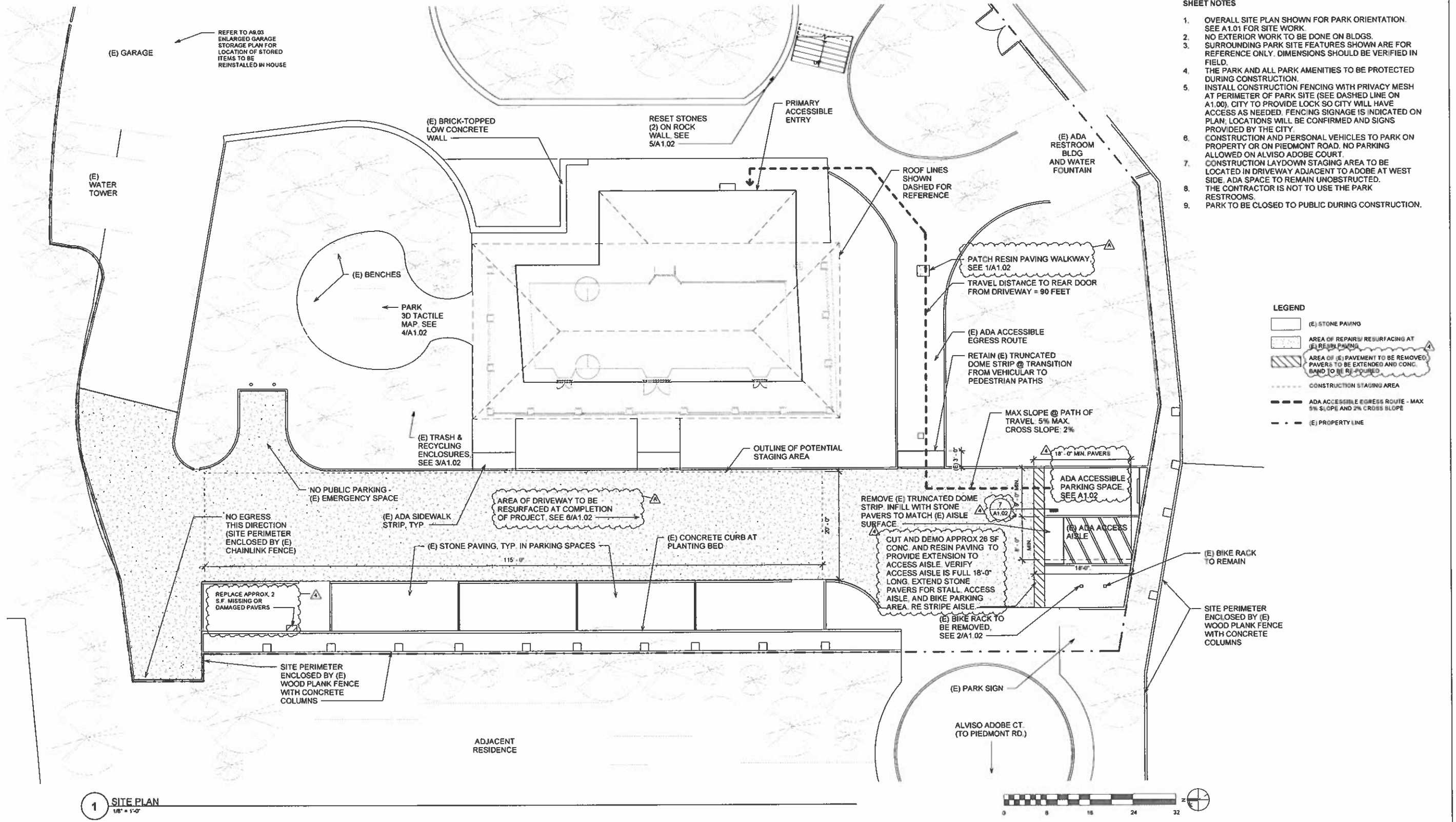

1 SITE PLAN
1/8" = 1'-0"

SHEET NOTES

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8. THE CONTRACTOR IS NOT TO USE THE PARK RESTROOMS.
9. PARK TO BE CLOSED TO PUBLIC DURING CONSTRUCTION.

Designer Stamp:

LICENSED ARCHITECT MARK A. HUTCHINS C18768 EXP. 7/31/19 STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date _____
Public Works Inspector: _____ Date _____
Utility/Facility Dept. Head _____ Date _____
Project Engineer: _____ Date _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW SW DATE 04.09.19
CHECKED BY: TD SW DATE 04.19.19

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

ENLARGED SITE PLAN

Recommended for Bidding by: _____ Date: _____
Woodjae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A1.01
SCALE As indicated
7 of 29

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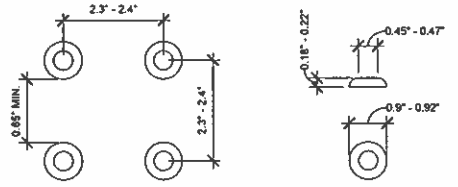
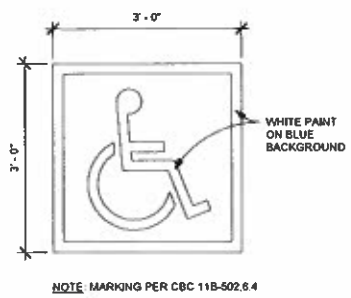


RAISED TRUNCATED DOME PATTERN (IN-LINE)

RAISED TRUNCATED DOME

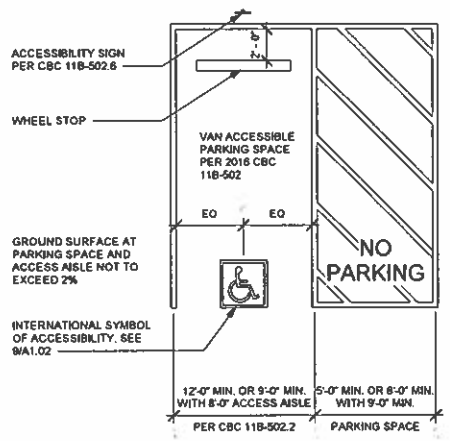
NOTE:
DETECTABLE WARNING SURFACE EXTENDS THE FULL WIDTH AND 3' DEPTH OF THE PEDESTRIAN ACCESSILE AISLE. MUST BE YELLOW.

11 DETECTABLE WARNING SURFACE
6" = 1'-0"

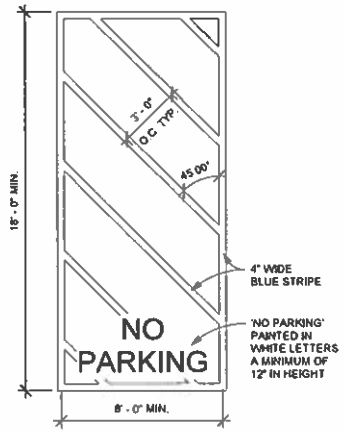


NOTE: MARKING PER CBC 11B-502.6.4

9 INTERNATIONAL SYMBOL OF ACCESSIBILITY
3/4" = 1'-0"



10 ACCESSIBLE PARKING STALL
3/16" = 1'-0"



8 PEDESTRIAN ACCESS STRIPING
1/4" = 1'-0"

REPLACE APPROX. 2 S.F. MISSING AND DAMAGED PAVERS

RESURFACE VEHICULAR RESIN PAVING DRIVEWAY AT COMPLETION OF PROJECT - APPROX. 4370 SF.
INSTALL PER SPECIFICATION SECTION 027400 RESIN PAVEMENT. RECOMPACT SUBBASE TO 95% COMPACTION AS OUTLINED IN 027400, 3.01 A AND B.
NEW BASE MATERIAL, IF REQUIRED IS TO BE PER SECTION 022000 EARTHWORK AND GRADING 022000, 2.01. D.

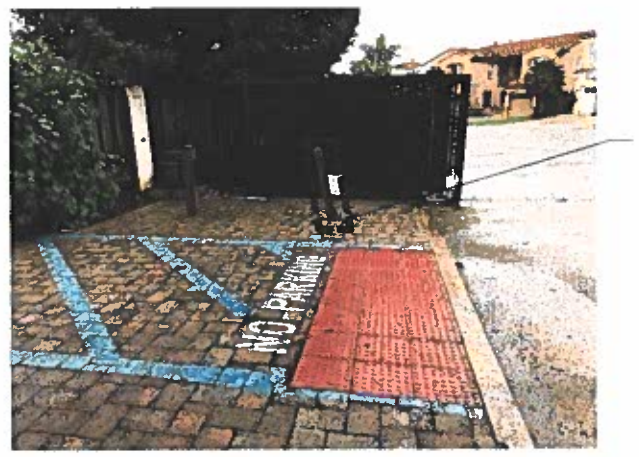
6 DRIVEWAY TO BE RESURFACED AT THE COMPLETION OF PROJECT ⚠4
12" = 1'-0"

REPLACE MISSING BOARDS AND REANCHOR LOOSE BOARDS. ENSURE PROPER SWING AND LATCHING OF DOORS.

3 REPAIR TRASH AND RECYCLE ENCLOSURE
12" = 1'-0"

RESET TWO LARGE STONES IN ROCK WALL (APPROXIMATE LOCATION SHOWN).

5 REPAIRS OF ROCK SITE WALL
12" = 1'-0"

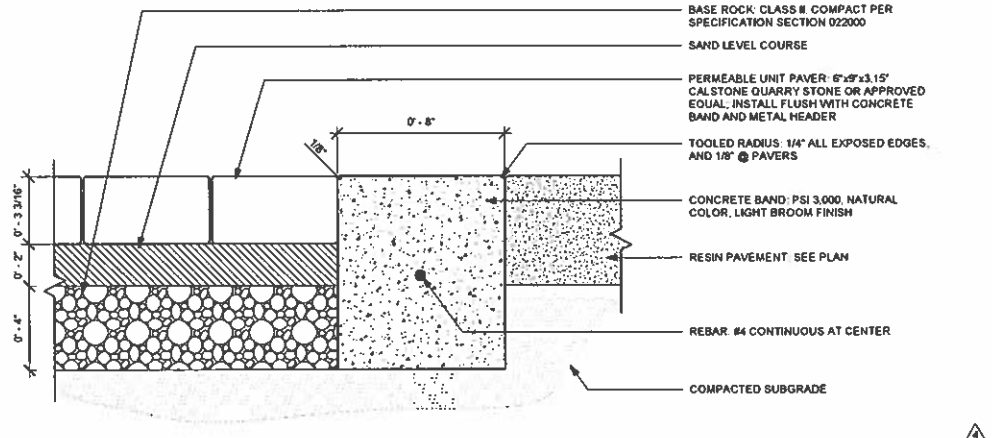


REMOVE BIKE PARKING POST AND EMBEDDED FOOTING. LAY NEW STONE PAVING TO MATCH (E). PATCH TO BE FLUSH WITH (E) SURFACE AND BLEND WITH (E) PATTERN.

2 DAMAGED (E) BIKE RACK TO BE REMOVED
12" = 1'-0"

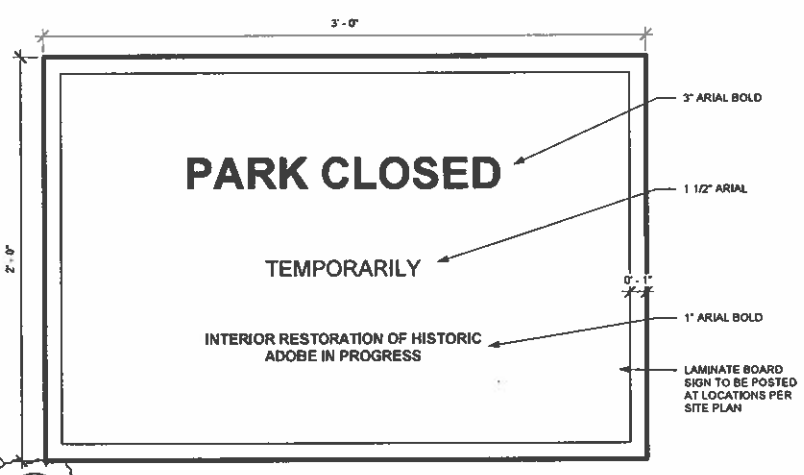
ALLOW 4 SF OF PEDESTRIAN RESIN PAVEMENT. LEVEL SURFACE TO GUARANTEE DRAINAGE AND PREVENT POTENTIAL TRIPPING HAZARD. PATCHING MATERIALS AND PROCEDURES ARE TO BE PER SPECIFICATION SECTION 027400 RESIN PAVEMENT

1 PEDESTRIAN RESIN PAVING PATHWAY TO BE PATCHED
12" = 1'-0"



SEE SPECIFICATION SECTION 025100 SITE CONCRETE FOR CONCRETE MATERIALS AND METHODS

⚠4
7 CONCRETE BAND
3" = 1'-0"



4 PARK CLOSED SIGN

Designer Stamp

LICENSED ARCHITECT — WILLIAM A. DUDURRE — No. C18768 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW/ SW DATE 04.09.19
CHECKED BY: TD/ SW DATE 04.18.19

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

SITEWORK PHOTOS AND DETAILS

Recommended for Bidding by: _____ Date: _____
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A1.02
SCALE As indicated
8 29

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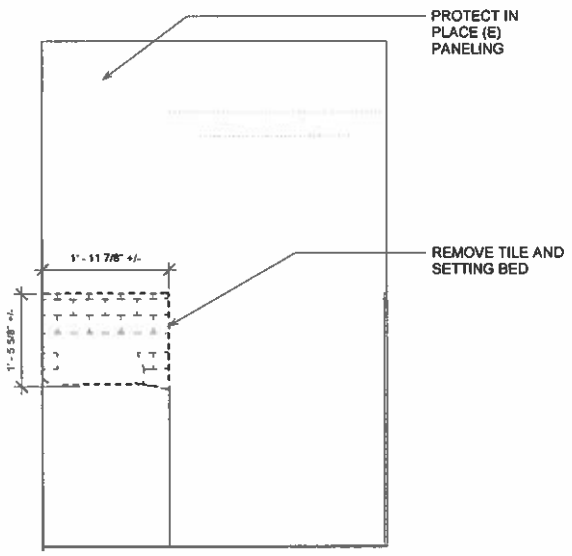
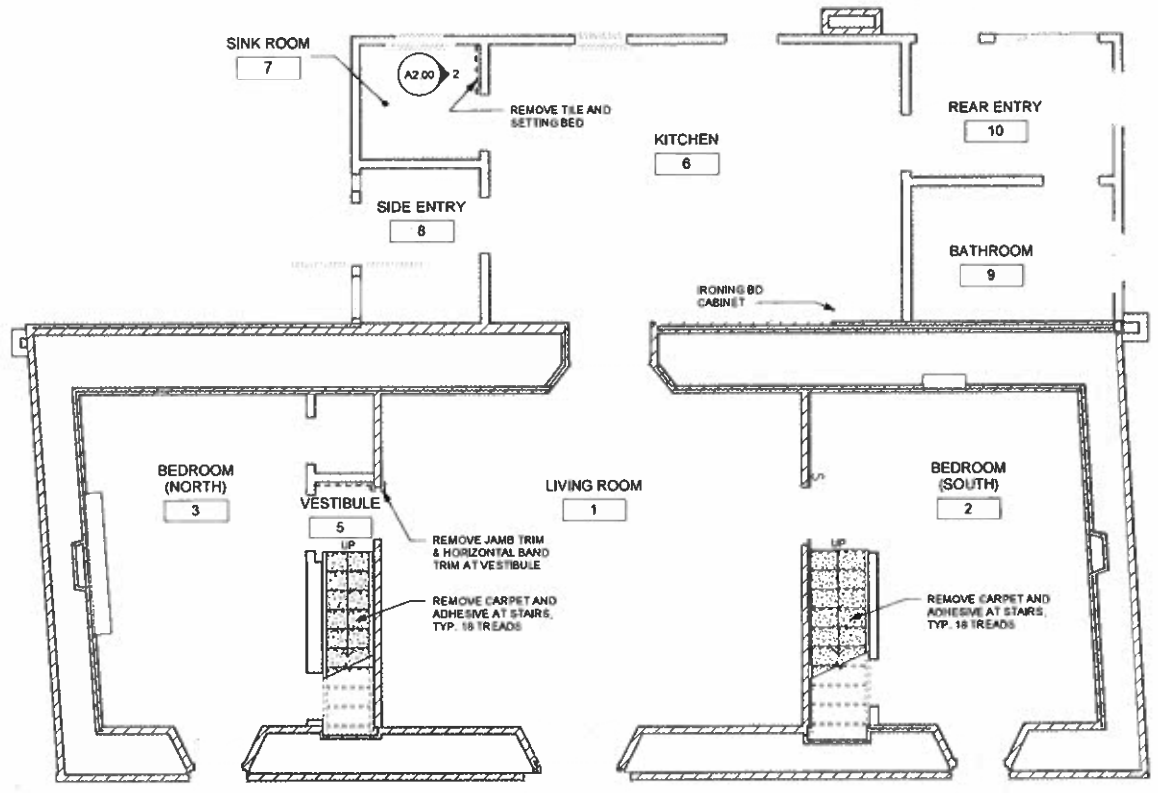


2 INT. ELEV DEMO AT SINK ROOM SOUTH WALL
3/4" = 1'-0"



1 FIRST FLOOR SELECTIVE DEMOLITION PLAN
1/4" = 1'-0"

0 20 40 60 80

DEMOLITION SHEET NOTES:

1. CONTRACTOR TO CLEAN DIRT/ DUST FROM FIRST AND SECOND FLOORS PRIOR TO WORK. CARE MUST BE TAKEN TO PROTECT HISTORIC FABRIC. SEE SPECS FOR CLEANING INSTRUCTIONS.
2. EXISTING DOORS AND WINDOWS TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ALL DOORS TO REMAIN AS PROPERTY OF THE CITY.
3. (E) CAPPED UTILITIES TO REMAIN CAPPED. NO PROPOSED PLUMBING WORK OR GAS HOOKUPS.
4. CONTRACTOR TO REMOVE ALL DEMOLISHED MATERIALS AND ITEMS FROM THE SITE IN ACCORDANCE WITH ALL APPLICABLE AGENCY CODES AND REGULATIONS.
5. RETAIN ALL (E) ELECTRICAL FIXTURES, SWITCHES AND OUTLETS ON WALLS AND CEILINGS AND STORE FIXTURES TEMPORARILY IN GARAGE ON SITE (SEE GARAGE STORAGE PLAN A9.03). TAG AND INVENTORY PRIOR TO REMOVAL. SEE RCP AND ELECTRICAL PLAN FOR MORE INFORMATION.
6. CONTRACTOR SHALL VERIFY EXISTING DIMENSIONS IN FIELD. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT.
7. PATCH ALL HOLES CAUSED BY REMOVAL.
8. PROVIDE FLOOR PROTECTION DURING CONSTRUCTION. THE WALLS AND BASES WILL BE WRAPPED BY PLASTIC BY OTHERS PRIOR TO THE START OF CONSTRUCTION. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE DURING CONSTRUCTION & REPAIR/REPLACEMENT COSTS.

RODENT EXCLUSION:
CONTRACTOR TO ENGAGE A VERMIN EXCLUSION SPECIALIST TO REMOVE ACTIVE INFESTATIONS AND SEAL THE BUILDING TO ELIMINATE FUTURE ENTRY. EXCLUSION SPECIALIST TO DEVELOP MAINTENANCE GUIDELINES FOR ONGOING CITY USE. RODENT EXCLUSION NEEDS TO BE ONE OF THE FIRST ORDERS OF WORK. CONTRACTOR'S RESPONSIBILITY TO KEEP RODENT FREE DURING CONSTRUCTION. ANY RODENT DAMAGE SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR TO THE SATISFACTION OF THE ENGINEER AT NO ADDITIONAL COST TO THE CITY.

LEGEND

- (E) ADOBE WALLS
- (E) KITCHEN ADDITION WALLS
- (E) WOOD FRAMED WALL
- (E) CARPET REMOVAL
- DEMO SELECT (E) WALL FINISHES

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Designer Stamp:
LICENSED ARCHITECT — TERESA A. DIPIRRO — C18758 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW/SW DATE: 04.09.19
CHECKED BY: TD/SW DATE: 04.18.19

Revisions

	PRE-DESIGN DRAWING SET		8.30.17
	65% FINAL DESIGN DRAWING SET		11.30.17
	95% FINAL DESIGN DRAWING SET		03.09.18
	99% FINAL DESIGN DRAWING SET		11.18.18
	100% FINAL DESIGN DRAWING SET		02.20.19
1	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

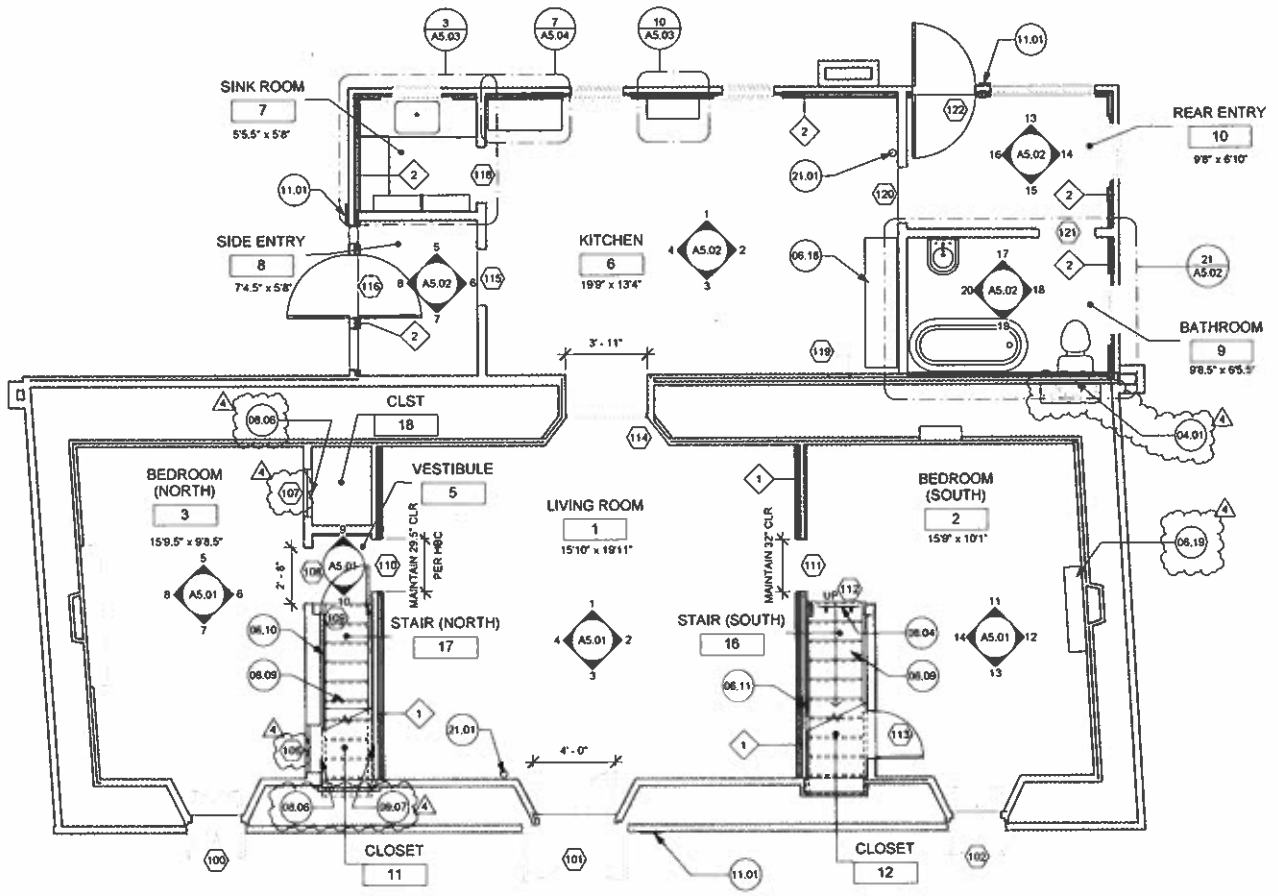
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055

SELECTIVE DEMOLITION FLOOR PLAN

Recommended for Bidding by: _____ Date: _____
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A2.00
SCALE As indicated
9 of 29



1 FIRST LEVEL FLOOR PLAN
1/4" = 1'-0"

0 4 8 12 16

SHEET NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FINISH FACE, UNLESS OTHERWISE NOTED.
2. FIELD VERIFY EXISTING DIMENSIONS AND NOTIFY ARCHITECT OF ANY CONFLICT PRIOR TO COMMENCING WITH WORK.
3. ALL DOORS AND WINDOWS NOT TAGGED ARE NOT INCLUDED IN SCOPE OF WORK.
4. WALLPAPERED WALLS AND ORIGINAL EXTERIOR DOORS AND WINDOWS IN ADOBE PORTION WILL BE WRAPPED IN PROTECTIVE PLASTIC BY OTHERS PRIOR TO START OF CONSTRUCTION. UPON COMPLETION OF THE WORK, CONTRACTOR IS TO REMOVE PROTECTIVE MATERIAL AND CLEAN ENTIRE CONSTRUCTION AREA.
5. (E) WOOD FLOOR FINISH THROUGHOUT IS EXISTING TO REMAIN AND TO BE PROTECTED FROM DAMAGE DURING CONSTRUCTION AND CLEANED FOLLOWING.
6. PROVIDE WOOD WALL BACKING WHERE (N) SHELVING IS INDICATED IN PLAN AND ELEVATION.
7. ALL WORK IS ASSUMED NEW, UNLESS LISTED AS (E) EXISTING.
8. A PORTABLE FIRE EXTINGUISHER SHALL BE PROVIDED AT EACH FLOOR DURING CONSTRUCTION.

KEYNOTES

04.01	REPAIR ADOBE WALL AT BASE WHERE RODENT BURROWING IS EXPOSED. USING SOIL DEPOSITED ON FLOOR MIX A STIFF MUD SLURRY AND PACK OPEN WALL CAVITIES. EXTENT OF REPAIR IS APPROXIMATELY 1 1/2 CUBIC FEET OF MATERIAL.
06.09	CLEAN ANY CARPET ADHESIVES OR ANCHORS FROM STAIR SURFACE. REFINISH WITH PROTECTIVE WOOD COATING
06.10	INSTALL WOOD HANDRAIL FOR MAINTENANCE CREW USE, SEE DETAIL 9/ A8.03. MOUNTING HEIGHT 34-38". ANCHOR BRACKETS TO (E) STUDS. HANDRAIL TO TURN AT TOP OF STAIR SO NOT TO REDUCE WIDTH OF STAIR PASSAGE.
06.11	INSTALL MISSING 1X WOOD WALL PLANKS ALONG STAIRWELL. ALLOW 20 LF OF 1X8 PAINT GRADE BOARD.
06.18	CLEAN, RESTORE, AND REINSTALL (E) KITCHEN HUTCH (STORED IN GARAGE). ANCHOR TO WALL FOR ANTI-TIPPING MEASURES.
06.19	RE-INSTALL WOOD MANTEL PIECES. ANCHOR TO (E) WOOD NAILERS IN ADOBE.
08.04	FIXED VIEWING PANEL PER DETAIL 15/A5.01
08.06	FIXED GLASS PANEL PER INT. ELEV & DETAIL
09.07	INSTALL GYP BD OVER EXPOSED WALL FRAMING, ALLOW 50 SF. FINISH TEXTURE TO MATCH ADJACENT PLASTER WALL. TRIM W/ BASEBOARD ALLOW 8 LF.
11.01	INSTALL NO SMOKING SIGNS AT EACH ENTRY (3 TOTAL), MOUNTED 48" AFF. SIGN SHALL READ "THIS IS A NON-SMOKING BUILDING. NO SMOKING IS ALLOWED. MMCV 215-1-20" IN 1/2" TALL MIN LETTERING. SIGN MATERIAL SHALL MATCH (E) INTERPRETIVE SIGNAGE. SUBMIT SHOP DRAWING/ MOCKUP FOR ARCHITECT'S APPROVAL.
21.01	INSTALL PORTABLE FIRE EXTINGUISHER PER CA FIRE CODE SECTION 1103.1.1, NFPA 914 SECTION 13.4.5. MOUNT 40"-48" AFF.

LEGEND

- WALL FINISH; SEE ELEVATIONS ON A5.01 AND A5.02 FOR MORE INFORMATION.
- PARTITION TYPE TAG. SEE SHEET A9.01 FOR WALL TYPES
- DOOR TAG. SEE SHEET A9.02 FOR DOOR SCHEDULE

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Designer Stamp

LICENSED ARCHITECT — C18726 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CW/ SW DATE 04.09.19
CHECKED BY TD/ SW DATE 04.19.19

Revisions

4	ADDENDUM #4		07.23.19

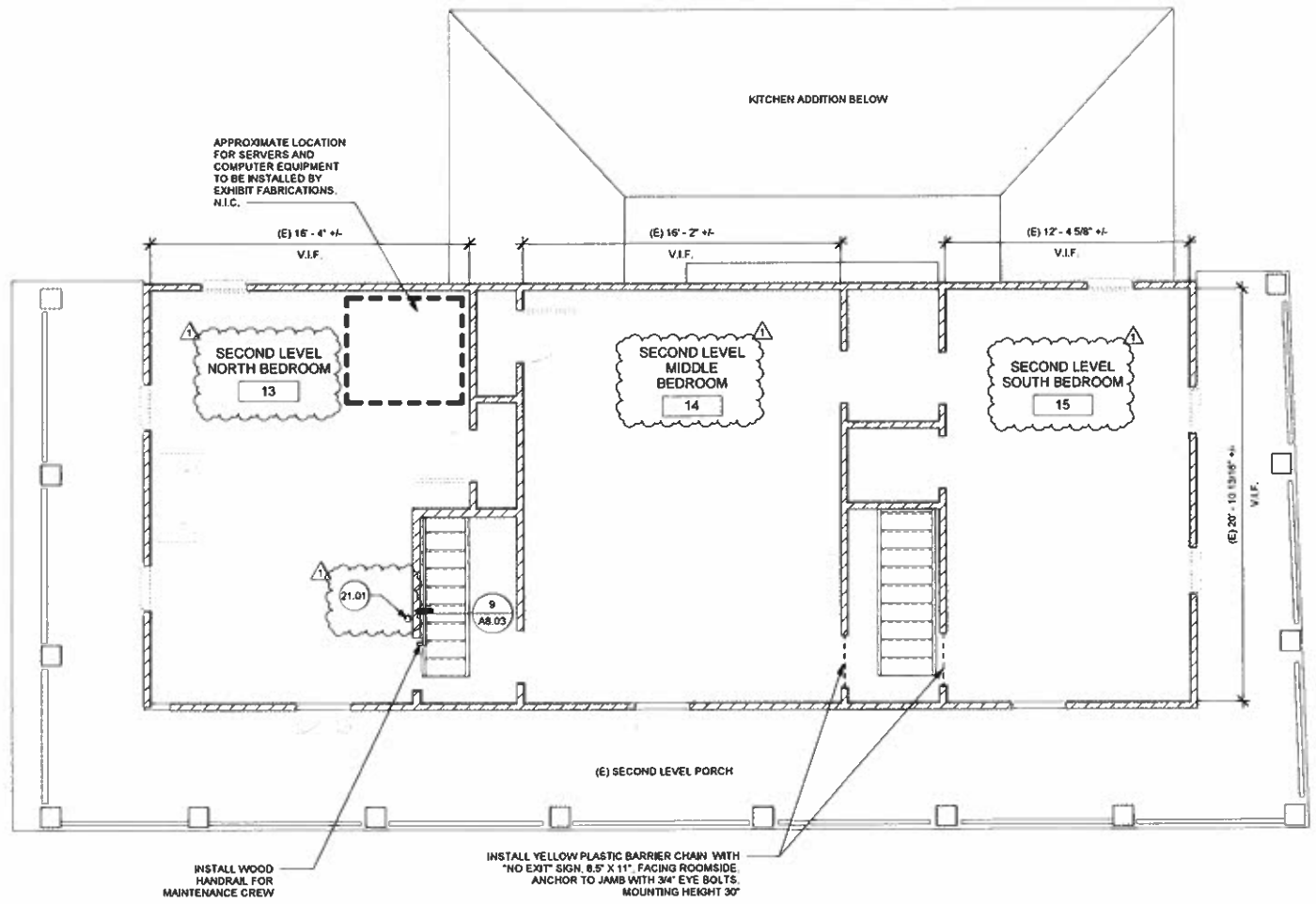
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

FIRST LEVEL FLOOR PLAN

Recommended for Bidding by: _____ Date: _____
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A2.01
SCALE 1/4" = 1'-0"
10 | 29



1 SECOND LEVEL FLOOR PLAN
1/4" = 1'-0"

SHEET NOTES:

1. SECOND LEVEL IS NOT ADA ACCESSIBLE AND WILL THUS BE CLOSED TO PUBLIC.
2. MAINTENANCE STAFF WILL HAVE ACCESS TO SECOND LEVEL FOR AV EQUIPMENT MONITORING.
3. HANDRAIL REQUIRED IN NORTH STAIRWELL.
4. COORDINATE WORK ON SECOND FLOOR WITH WALL PAPER STABILIZATION CONTRACTOR.
5. SEE ELECTRICAL AND AV DRAWINGS FOR MORE SECOND FLOOR SCOPE OF WORK.
6. A PORTABLE FIRE EXTINGUISHER SHALL BE PROVIDED AT EACH FLOOR DURING CONSTRUCTION.

KEYNOTES	
21.01	INSTALL PORTABLE FIRE EXTINGUISHER PER CA FIRE CODE SECTION 1103.1.1, NFPA 914 SECTION 13.4.5. MOUNT 40"-48" AFF.

LEGEND

(E) WOOD FRAMED WALL

Designer Stamp:

LICENSED ARCHITECT
THOMAS A. DOFFINGER
C18768
EXP. 7/31/19
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CW/SW DATE: 04.09.19
CHECKED BY: TD/SW DATE: 04.19.19
Designer: _____ Date: _____

Revisions

1	PRE-DESIGN DRAWING SET		8.30.17
	65% FINAL DESIGN DRAWING SET		11.30.17
	95% FINAL DESIGN DRAWING SET		03.09.18
	99% FINAL DESIGN DRAWING SET		11.16.18
	100% FINAL DESIGN DRAWING SET		02.20.19
1	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055

SECOND LEVEL FLOOR PLAN

Recommended for Bidding by: _____ Date: _____
Woodae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A2.02
SCALE 1/4" = 1'-0"
SHEET 11 OF 29

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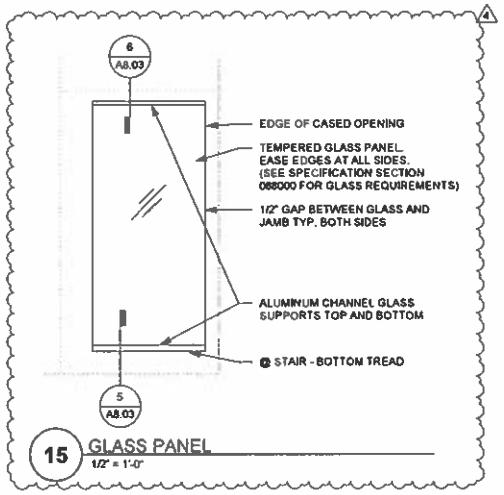
KEYNOTES	
06.13	INSTALL DOOR TRIM PER A9.01 WOOD TRIM PROFILE SCHEDULE AND SPEC SECTION 060312
06.14	DO NOT INSTALL INNER JAMB TRIM. MAINTAIN 29" CLR FOR ADA ACCESS AT CASED OPENING. SEE DETAIL 18/A8.03
06.15	AREA OF REMOVED JAMB TRIM FOR ADA CLEARANCE. SPACKLE AND PREP EXPOSED EDGES PER PAINT SPEC 099123. SEE DETAIL 18/ A8.03
06.16	AREA OF TRIM REMOVAL. CAULK AND PREP SURFACE PER PAINT SPEC 099123
06.17	INSTALL TRIM @ WALL OPENING
09.06	INSTALL GYPSUM BOARD WALL PER WALL TYPE 1 - 1/A9.01
21.01	INSTALL PORTABLE FIRE EXTINGUISHER PER CA FIRE CODE SECTION 1103.1.1, NFPA 914 SECTION 13.4.5. MOUNT 40"-48" AFF.
26.02	(E) ELECTRICAL BOX - SEE ELECTRICAL DRAWINGS

LEGEND

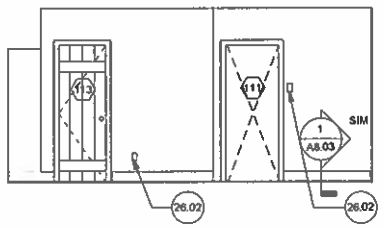
- INSTALL TRIM & BASEBOARD
- GYP BD

ELEVATION NOTES:

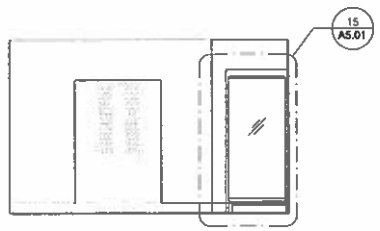
1. ALL DIMENSIONS SHOWN ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.
2. FIELD VERIFY EXISTING DIMENSIONS AND NOTIFY ARCHITECT OF ANY CONFLICT PRIOR TO COMMENCING WITH WORK.
3. ALL EXTERIOR DOORS AND WINDOWS NOT DIMENSIONED ARE NOT INCLUDED IN SCOPE OF WORK. (E) DOORS AND
4. WINDOWS (INCLUDING SHUTTERS) TO BE PROTECTED DURING CONSTRUCTION AND CLEANED FOLLOWING.
5. ADD OUTLET AND SWITCH WALL PLATES, TYPICAL AT ALL (E) OUTLET OPENINGS. PULL CHORDS ARE LOCATED IN EXISTING CONDUITS. SEE ELECTRICAL DRAWING E2.01 FOR MORE INFORMATION.
6. WALLPAPERED WALLS AND ORIGINAL EXTERIOR DOORS AND WINDOWS IN ADOBE PORTION WILL BE WRAPPED IN PROTECTIVE PLASTIC BY OTHERS PRIOR TO START OF CONSTRUCTION. UPON COMPLETION OF THE WORK, CONTRACTOR IS TO REMOVE PROTECTIVE MATERIAL AND CLEAN ENTIRE CONSTRUCTION AREA.
7. INTACT EXISTING BASES, TRIM, MILLWORK, AND FIREPLACE MANTLES WILL BE PROTECTED WITH PLASTIC PRIOR TO START OF CONSTRUCTION.
8. SEE SHEET A2.01 FOR FLOOR PLAN AND A9.01 FOR FINISH AND DOOR SCHEDULES AND FINISH AND MATERIAL LEGEND.
9. SEE SCHEDULE OF WOOD TRIM PROFILES SHEET A9.01 FOR STANDARD TRIM PROFILES.
10. SEE MATERIALS AND FINISHES SCHEDULE SHEET A9.01 FOR MATERIAL AND FINISH TYPES.



15 GLASS PANEL
1/2" = 1'-0"

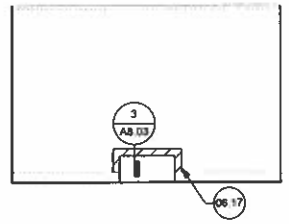


14 SOUTH BEDROOM LOOKING NORTH
1/4" = 1'-0"

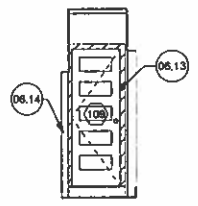


13 SOUTH BEDROOM LOOKING WEST
1/4" = 1'-0"

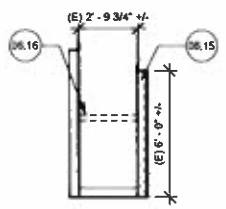
12 SOUTH BEDROOM LOOKING SOUTH
1/4" = 1'-0"



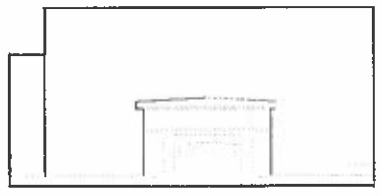
11 SOUTH BEDROOM LOOKING EAST
1/4" = 1'-0"



10 NORTH STAIR VESTIBULE LOOKING WEST
1/4" = 1'-0"

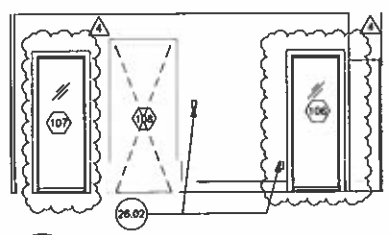


9 NORTH STAIR VESTIBULE LOOKING EAST
1/4" = 1'-0"

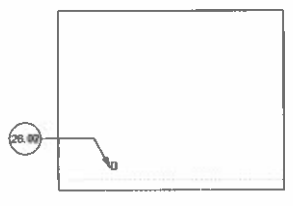


8 NORTH BEDROOM LOOKING NORTH
1/4" = 1'-0"

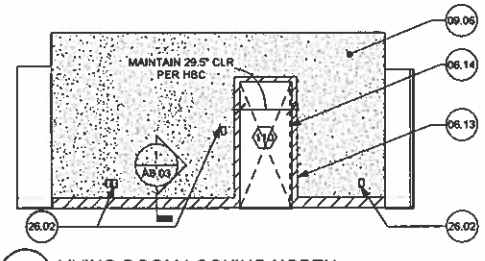
7 NORTH BEDROOM LOOKING WEST
1/4" = 1'-0"



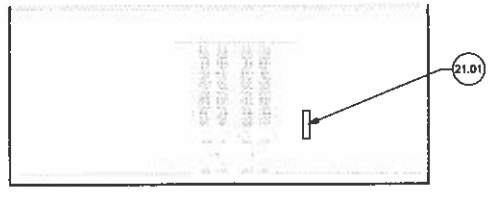
6 NORTH BEDROOM LOOKING SOUTH
1/4" = 1'-0"



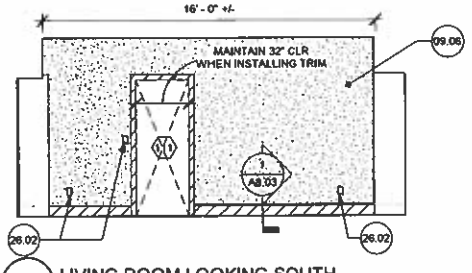
5 NORTH BEDROOM LOOKING EAST
1/4" = 1'-0"



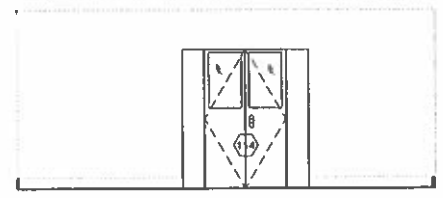
4 LIVING ROOM LOOKING NORTH
1/4" = 1'-0"



3 LIVING ROOM LOOKING WEST
1/4" = 1'-0"



2 LIVING ROOM LOOKING SOUTH
1/4" = 1'-0"



1 LIVING ROOM LOOKING EAST
1/4" = 1'-0"

Designer Stamp:

LICENSED ARCHITECT — NOAH A. DEDINSKY — C18768 — EXP. 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY CWF/SW DATE 04.09.19
CHECKED BY TD/ SW DATE 04.19.19

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

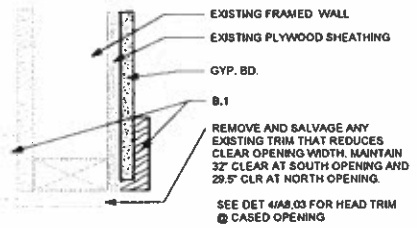
ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

INTERIOR ELEVATIONS - ADOBE PORTION

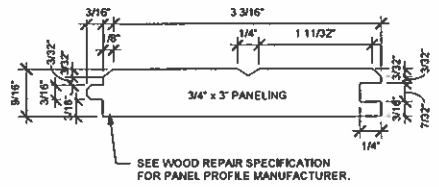
Recommended for Bidding by: _____ Date
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A5.01
SCALE As indicated
12 of 28

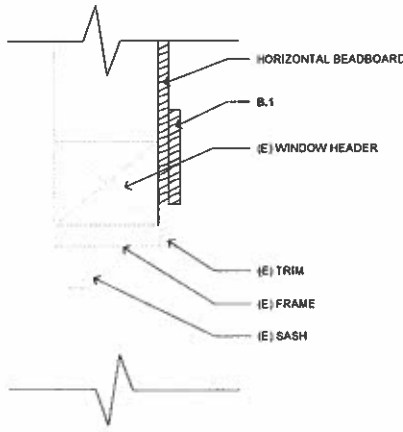
7/23/2019 11:43:31 AM
C:_Revit Local Projects\16167_Alviso Adobe Interiors_R18_ldoAdobe.rvt



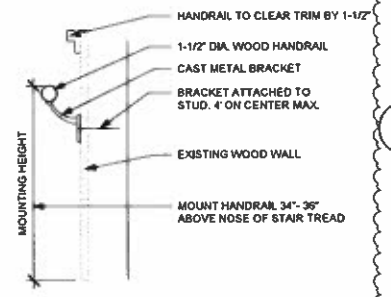
18 CASED OPENING AT LIVING ROOM
3" = 1'-0"



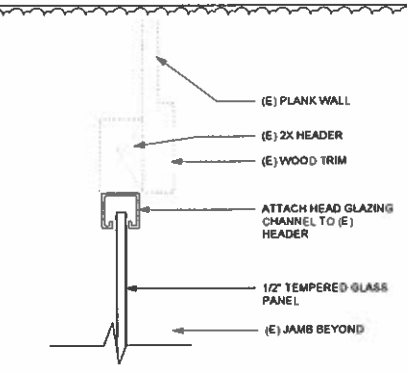
17 ADDITION WALL PANELING PROFILE, TYP.
1/2" = 1'-0"



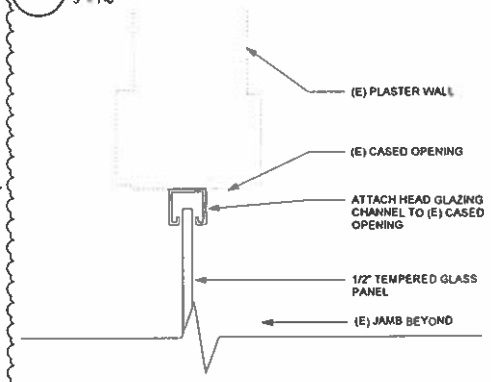
14 (E) FIXED WINDOW HEAD, TYP.
3" = 1'-0"



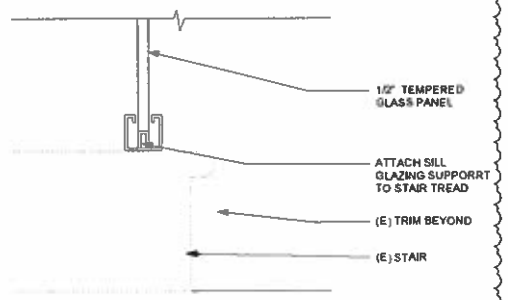
9 HANDRAIL AT STAIR
1 1/2" = 1'-0"



7 HEAD AT GLASS PANEL, CLOSET
3" = 1'-0"

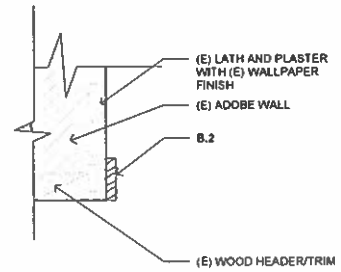


6 HEAD AT GLASS PANEL
3" = 1'-0"

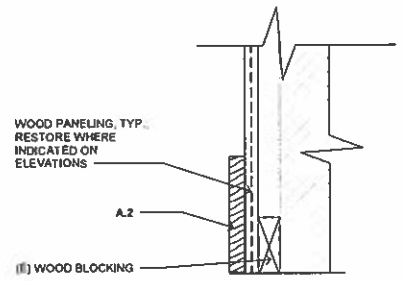


5 SILL AT GLASS PANEL, STAIRS
3" = 1'-0"

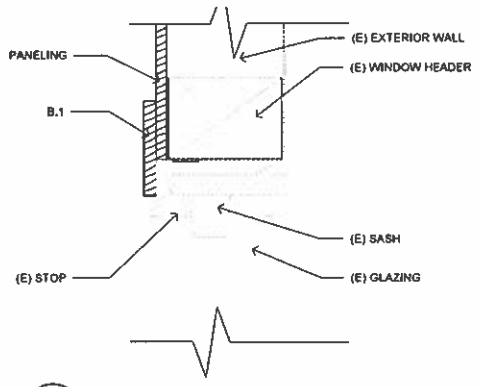
NOTE:
1. SEE ACCESSORY HARDWARE SCHEDULE SHEET A9.01.
2. SEE SCHEDULE OF WOOD TRIM PROFILES SHEET A9.01.



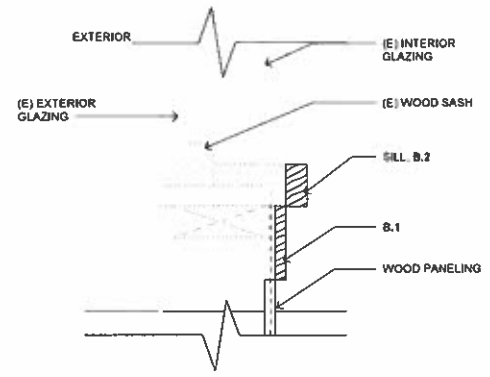
3 RESTORED HOLE TRIM
3" = 1'-0"



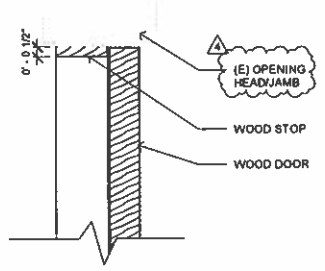
2 KITCHEN ADDITION WALLS RESTORED BASEBOARD, TYP.
3" = 1'-0"



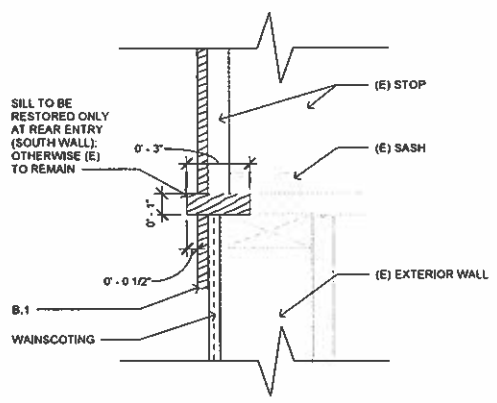
16 (E) DOUBLE-HUNG WINDOW HEAD, TYP.
3" = 1'-0"



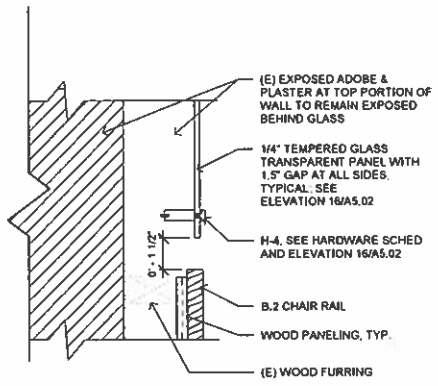
13 (E) FIXED WINDOW SILL, TYP.
3" = 1'-0"



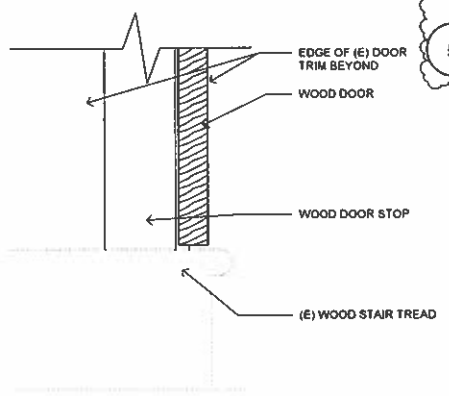
10 STAIR DOOR HEAD (JAMB SIM.)
3" = 1'-0"



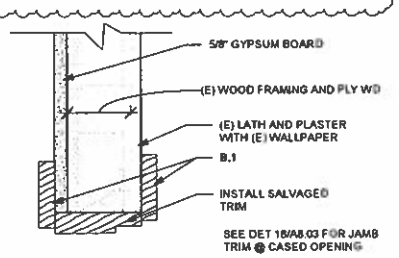
15 (E) DOUBLE-HUNG WINDOW SILL, TYP.
3" = 1'-0"



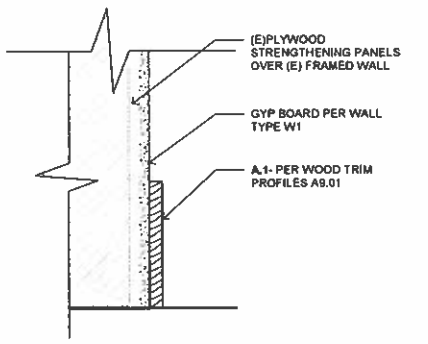
11 GLASS DISPLAY PANEL AT RESTROOM
3" = 1'-0"



8 STAIR DOOR SILL
3" = 1'-0"



4 CASED OPENING @ LIVING ROOM- HEAD TRIM
3" = 1'-0"



1 BASEBOARD @ ADOBE PORTION
3" = 1'-0"

Designer Stamp:

LICENSED ARCHITECT THOMAS A. DOLLENS IV No. C18768 EXP: 7/31/19 STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

DRAWN BY: CW/SW DATE: 04.09.19
CHECKED BY: TD/ SW DATE: 04.19.19

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

INTERIOR DETAILS

Recommended for Bidding by: Date:
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A8.03
SCALE As indicated
17 29

7/23/2019 11:43:54 AM
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CERAMIC TILE (CT) SCHEDULE

#	TYPE	PROFILE	SIZE	FINISH	COLOR	LINE/MANUF.
1	FIELD, STANDARD		3" X 6"	GLOSSY	WHITE & BLACK, WHITE GROUT	NATURAL HUES, DALTILE
2	FIELD, CUSTOM		0.5" X 6"	GLOSSY	BLACK, WHITE GROUT	NATURAL HUES, DALTILE
3	COVE BASE, FLAT TOP		1.25" X 6"	GLOSSY	BLACK, WHITE GROUT	NATURAL HUES, Q-3666/DALTILE
4	HEX MOSAIC		1" X 1"	MATTE	ALABASTER, WHITE GROUT	UPTOWN GLASS, UP20/DALTILE
5	SINK RAIL		2.5" X 2" X 6"	SEMI-GLOSSY	BLACK, WHITE GROUT	WA-8262/DALTILE
6	CORNER TRIM		0.75" X 6"	GLOSSY	BLACK, WHITE GROUT	NATURAL HUES, Q-108/DALTILE
7	SOAP DISH		3" X 4"	GLOSSY	BLACK, WHITE GROUT	ACCESSORIES, BA725/DALTILE

ACCESSORY HARDWARE SCHEDULE

#	TYPE	PROFILE	SIZE	MATERIAL	COLOR	LINE/MANUF.
H-1	CABINET KNOB		1" X 1"	GLASS	CLEAR	R-08MH-H125C, HOUSE OF ANTIQUE HARDWARE, OR SIMILAR
H-2	CABINET BUTT HINGE, BALL TIP		1.5" X 1.5"	SOLID BRASS	ANTIQUE BRASS	R-08BM-1811-ABH, HOUSE OF ANTIQUE HARDWARE, OR SIMILAR
H-3	SHELF BRACKET		9.75" X 7.75"	STEEL	VINTAGE WHITE	EB-0053-10WT, EVERBILT, OR SIMILAR

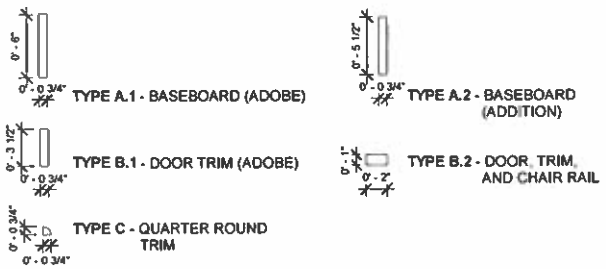
PLUMBING FIXTURE SCHEDULE

#	TYPE	SIZE	MATERIAL	COLOR	LINE/MANUF.
P-1	SINK ROOM SINK	2'0" X 1'8"	PORCELAIN ENAMEL CAST IRON	WHITE	PROVIDED BY OWNER
P-2	SINK ROOM FAUCETS (2)	TBD	CHROME	POLISHED	PROVIDED BY OWNER
P-3	BATHROOM SINK	EXISTING	CERAMIC	WHITE	EXISTING, STORED IN GARAGE (SEE GARAGE PLAN)
P-4	BATHROOM TOILET	EXISTING	CERAMIC	WHITE	EXISTING; STORED IN GARAGE (SEE GARAGE PLAN)
P-5	BATHROOM BATHTUB	EXISTING	CERAMIC	WHITE	EXISTING, STORED IN GARAGE (SEE GARAGE PLAN)

PLUMBING FIXTURE INSTALLATION:

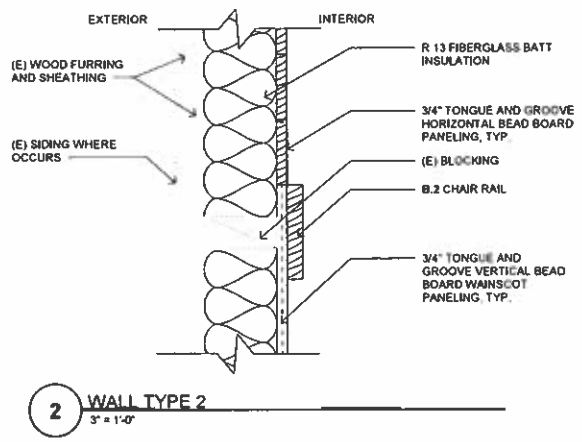
- INSTALL ALL PLUMBING FIXTURES SECURELY TO WALL OR FLOOR AS IF IN WORKING ORDER.
- ALL DRAINS, VENTS, AND WATER LINES ARE CAPPED AND NOT TO BE CONNECTED TO FIXTURES.
- SOME LINES MAY REQUIRE CUTTING AND RE-CAPPING TO ALLOW PROPER FIXTURE INSTALLATION.
- CLEAN AND PREP ALL FIXTURES PRIOR TO INSTALLATION.
  - -REMOVE ALL DIRT AND PAINT RESIDUE.
  - -REMOVE ALL RESIDUAL MASTIC AND PLUMBERS PUTTY.
  - -REMOVE RUST STAINS (MOCK UPS REQ'D TO SELECT MOST ACCEPTABLE FINISH).

WOOD (WD) TRIM STANDARD PROFILES

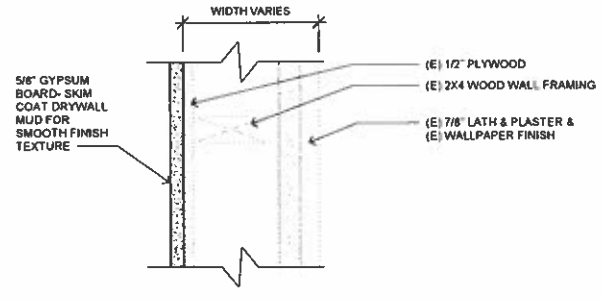


ROOM NO.	ROOM NAME	WALL FINISHES EAST	SOUTH	WEST	NORTH	BASE & TRIM	CEILING	COMMENTS
1	LIVING ROOM	(E) WALLPAPER	PT-6	(E) WALLPAPER	PT-6	(N) BASE: PT-6; (E) BASE & TRIM:PT-1	PT-1	(E) WALLPAPER IS TO BE PROTECTED IN PLACE
2	BEDROOM (SOUTH)	(E) WALLPAPER	(E) WALLPAPER	(E) WALLPAPER	(E) WALLPAPER	PT-2	PT-1	(E) WALLPAPER IS TO BE PROTECTED IN PLACE
3	BEDROOM (NORTH)	(E) WALLPAPER	(E) WALLPAPER	(E) WALLPAPER	(E) WALLPAPER	PT-2	PT-1	(E) WALLPAPER IS TO BE PROTECTED IN PLACE
5	VESTIBULE	PT-2	N/A	PT-2	PT-2	PT-2	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.01
6	KITCHEN	PT-4	PT-4	PT-4	PT-4	PT-4 @ BASE; PT-1 @ DOOR AND WINDOW TRIM	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.02
7	SINK ROOM	PT-4	PT-4 & CT-1	PT-4	PT-4	PT-4 @ BASE; PT-1 @ DOOR AND WINDOW TRIM	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.02
8	SIDE ENTRY	PT-4	PT-4	PT-4	PT-4	PT-4 @ BASE; PT-1 @ DOOR AND WINDOW TRIM	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.02
9	BATHROOM	PT-5	PT-5	PT-5	PT-5	PT-5	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.02
10	REAR ENTRY	PT-4	PT-4	PT-4	PT-4	PT-4 @ BASE; PT-1 @ DOOR AND WINDOW TRIM	PT-1	REFER TO INTERIOR ELEVATIONS ON SHEET A5.02
11	CLOSET		PT-6	PT-6		(N) BASE & TRIM: PT-2		
16	STAIR (SOUTH)	-	PT-2	-	PT-2	PT-2	-	PREP AND PAINT ALL STAIR TREADS AND RISERS. PREP AND PAINT NORTH AND SOUTH WALLS UP TO CHAIR RAIL
17	STAIR (NORTH)	-	PT-2	-	PT-2	PT-2	-	PREP AND PAINT ALL STAIR TREADS AND RISERS. PREP AND PAINT NORTH AND SOUTH WALLS UP TO CHAIR RAIL
18	CLST							

Key Value	Keynote Text	Product Information
CT-1	SINK ROOM TILE; SEE LEGEND ON SHEET A5.03 OF PROFILE TYPES AND SPEC SECTION 093013	DALTILE PER SPEC SECTION 093013
GL-2	TEMPERED GLASS PANEL	GLASS WITH CRL STANDOFF SYSTEM PER GLAZING SPEC SECTION 088000
LINO-1		FORBO MARMOLEUM PEBBLE, OR SIMILAR.
PT-1	ALL CEILINGS, LIVING ROOM (E) BASEBOARDS, ALL ADDITION DOOR AND WINDOW FRAMES AND WALL PANELING.	BENJAMIN MOORE, OC-117; SIMPLY WHITE OR MATCH (E).
PT-2	ADOBE BEDROOMS (E) BASEBOARDS, CLOSET DOORS, DOOR AND WINDOW TRIM	BENJAMIN MOORE, OC-56; SWISS COFFEE OR MATCH (E).
PT-4	KITCHEN, SINK ROOM, SIDE AND REAR ENTRY WAINSCOTING, CHAIR RAIL AND BASEBOARDS, MILLWORK	BENJAMIN MOORE, 2048-70; BARELY TEAL OR MATCH (E).
PT-5	RESTROOM WAINSCOTING, CHAIR RAIL AND BASEBOARDS	BENJAMIN MOORE, CSP-335; FRENCH MACAROON OR MATCH (E).
PT-6	PAINTED GYPSUM BOARD WALLS AND BASEBOARDS	BENJAMIN MOORE, 2121-70; CHANTILLY LACE OR SIMILAR.



2 WALL TYPE 2
3" = 1'-0"



1 WALL TYPE 1
3" = 1'-0"

Designer Stamp:

LICENSED ARCHITECT THOMAS A. DOLLENS III C18768 EXP: 7/31/19 STATE OF CALIFORNIA

Record Drawings

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Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
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DRAWN BY: CW/ SW DATE: 04.09.19
CHECKED BY: TD/ SW DATE: 04.19.19
Designer: _____ Date: _____

Revisions

4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

FINISH & PARTITION SCHEDULES

Recommended for Bidding by: _____ Date: _____
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A9.01
SCALE As indicated
18 : 20

7/23/2019 11:43:58 AM
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DOOR SCHEDULE (1ST FLOOR ONLY)

DOOR					DOOR					FRAME		DETAILS			REMARKS
DOOR NO.	LOCATION	DOOR TYPE	(N)/(E)/REINSTALL (E) AND TYPE DESCRIPTION	HARDWARE GROUP	CLEAR WIDTH	CLEAR HEIGHT	THICKNESS	MATERIAL	FINISH	MATERIAL	FINISH	JAMB	HEAD	THRESHOLD	
FIRST LEVEL FFE															
100	BEDROOM (NORTH)	E	(E) Exterior Shutter Door	(E) TO REMAIN	2' - 8"	7' - 6"	1 3/8"	WOOD WITH SHUTTERS	PTD.	WOOD	PTD.	N/A	N/A	N/A	PROTECT DURING CONSTRUCTION; DOORS TO BE FIXED OPEN BY STEEL PIN SET INTO DECOMPOSED GRANITE PERIMETER
101	LIVING ROOM	C	(E) Exterior Glazed Door	(E) TO REMAIN	5' - 0"	6' - 9"	1"	WOOD WITH GLAZING	PTD.	WOOD	PTD.	N/A	N/A	N/A	PROTECT DURING CONSTRUCTION
102	BEDROOM (SOUTH)	E	(E) Exterior Shutter Door	(E) TO REMAIN	2' - 8"	7' - 6"	1 3/8"	WOOD WITH SHUTTERS	PTD.	WOOD	PTD.	N/A	N/A	N/A	PROTECT DURING CONSTRUCTION; DOORS TO BE FIXED OPEN BY STEEL PIN SET INTO DECOMPOSED GRANITE PERIMETER
4 106	BEDROOM (NORTH)	-	(N) GLASS VIEWING PANEL, STATIONARY	REFER TO SPEC SECTION 088000 GLAZING FOR HARDWARE	2' - 3"	6' - 6"	2"	-	PTD.	WOOD	PTD.	N/A	7/ A8.03	5/A8.03 SIM	REMOVE HINGE & LATCH HARDWARE FROM (E) JAMBS. PATCH HOLES
107	BEDROOM (NORTH)	-	(N) GLASS GRAPHICS PANEL, STATIONARY	REFER TO SPEC SECTION 088000 GLAZING FOR HARDWARE	2' - 3"	6' - 6"	2"	-	PTD.	WOOD	PTD.	N/A	7/ A8.03	5/A8.03 SIM	
108	BEDROOM (NORTH)	A	(E) Framed Opening	N/A	2' - 8"	7' - 0"	2"	N/A	N/A	WOOD	PTD.	N/A	N/A	N/A	CLEAN FRAME
109	VESTIBULE	B.1	Install (N) Wood Panel Door	KEYED DEADBOLT: BALDWIN 8241151 ANTIQUE NICKEL. HINGES: BALDWIN 1041-151 ANTIQUE NICKEL	2' - 4"	6' - 6"	1 3/8"	WOOD	PTD.	WOOD	PTD.	10/A8.03	10/A8.03 SIM.	8/A8.03	PROVIDE LOCKING HARDWARE. KEY TO BE STORED IN LOCKBOX ON PROPERTY.
110	VESTIBULE	A	(E) Framed Opening	N/A	2' - 6"	6' - 8"	2"	N/A	N/A	WOOD	PTD.	18/A8.03	18/A8.03 SIM.	N/A	CLEAN FRAME- VERIFY OPENING AT 29" CLR
111	LIVING ROOM	A.1	(N) Framed Opening	N/A	2' - 6"	6' - 8"	2"	N/A	PTD.	WOOD	PTD.	4/A8.03 SIM.	4/A8.03 SIM.	N/A	DOOR JAMB IN STORAGE ON 2ND FLOOR SOUTH BEDROOM (LABELED "SOUTH"); REINSTALL AND RESTORE DOOR CASING
112	BEDROOM (SOUTH)		FIXED GLAZED PANEL IN (E) CASED OPENING		2' - 6"	6' - 8"	2"	N/A	N/A	N/A	N/A	6/A8.03	6/A8.03	5/A8.03	
113	BEDROOM (SOUTH)	D	REINSTALL (E) Closet Door	(E) TO REMAIN; ADD DEADBOLT BALDWIN 8241151 ANTIQUE NICKEL	2' - 3"	6' - 6"	1"	WOOD	PTD.	WOOD	PTD.	N/A	N/A	N/A	
114	LIVING ROOM	C.1	REINSTALL (E) Wood Glazed Door	(E) TO REMAIN	3' - 10"	6' - 9"	2"	WOOD WITH GLAZING	PTD.	WOOD	PTD.	N/A	N/A	N/A	CLEAN, PREP AND REPAINT COMPLETE DOOR (IN STORAGE) AS NEEDED AND REHANG. INSTALL HOLD OPEN HARDWARE AT BOTTOM CORNER. Ives WS44915
115	SIDE ENTRY	A	(E) Framed Opening_Kitchen	N/A	2' - 8"	6' - 6"	2"	N/A	N/A	WOOD	PTD.	N/A	N/A	N/A	
116	SIDE ENTRY	B	(E) Wood Paneled Door	(E) TO REMAIN; ADD KEYED DEADBOLT BALDWIN 8241151 ANTIQUE NICKEL	3' - 0"	6' - 8"	1 3/8"	WOOD	PTD.	WOOD	PTD.	N/A	N/A	N/A	CLEAN AND REPAINT COMPLETE DOOR AS NEEDED
117	SIDE ENTRY	C.3	(E) Exterior Screened Door	(E) TO REMAIN	3' - 0"	6' - 8"	1 3/8"	WOOD WITH SCREEN	PTD.	WOOD	PTD.	N/A	N/A	N/A	CLEAN AND REPAINT COMPLETE DOOR AS NEEDED
118	SINK ROOM	A	(E) Framed Opening_Kitchen	N/A	2' - 8"	6' - 6"	2"	N/A	N/A	WOOD	PTD.	N/A	N/A	N/A	
119	KITCHEN	G	(E) Ironing Board Door	(E) TO REMAIN	1' - 0 1/4"	6' - 0"	1"	WOOD	PTD.	WOOD	PTD.	N/A	N/A	N/A	
120	KITCHEN	A	(E) Framed Opening_Kitchen	N/A	2' - 8"	6' - 6"	2"	N/A	N/A	WOOD	PTD.	N/A	N/A	N/A	
121	BATHROOM	A	(E) Framed Opening_Bathrm	N/A	2' - 8"	7' - 6"	2"	N/A	N/A	WOOD	PTD.	N/A	N/A	N/A	
122	REAR ENTRY	B	(E) Wood Paneled Door	(E) TO REMAIN; ADD DEADBOLT BALDWIN 8241151 ANTIQUE NICKEL	3' - 0"	6' - 8"	1 3/8"	WOOD	PTD.	WOOD	PTD.	N/A	N/A	N/A	CLEAN AND REPAINT COMPLETE DOOR AS NEEDED
123	REAR ENTRY	C.3	(E) Exterior Screened Door	(E) TO REMAIN	3' - 0"	6' - 8"	1 3/8"	WOOD WITH SCREEN	PTD.	WOOD	PTD.	N/A	N/A	N/A	CLEAN AND REPAINT COMPLETE DOOR AS NEEDED

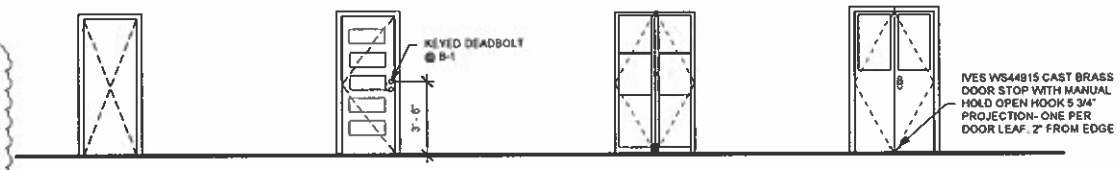
GENERAL NOTES:

1. EXIT DOOR TO REMAIN OPERABLE FROM INSIDE WITHOUT KEY OR SPECIAL KNOWLEDGE AS PER 2016 CBC SECTION 1008.1.9
2. SECOND FLOOR SHALL NOT BE ACCESSIBLE TO THE PUBLIC. SECOND FLOOR SHALL BE ACCESSIBLE TO CITY PERSONNEL FOR MAINTENANCE PURPOSES ONLY.

DOOR NOTES:

1. ALL DOORS SHALL BE REMOVED TO BE WORKED ON AND SHALL BE REHUNG TO SWING, LATCH, AND LOCK PROPERLY.
2. ALL FINISH HARDWARE EXISTS, EXCEPT AS NOTED.
3. VERIFY ALL DIMENSIONS OF DOORS TO BE RE-INSTALLED.
4. ALL DOORS TO BE PAINTED WITH PT-1. SEE SHEET A9.01 PAINT SPECIFICATION INFORMATION AND SECTION 060312.
5. ALL EXISTING FRAMES, STOPS, AND TRIM SHALL BE CLEANED TO PROPER SURFACE PREP AND PAINTED. REPLACE MISSING SECTIONS, SAND AND PAINT.

DOOR TYPES

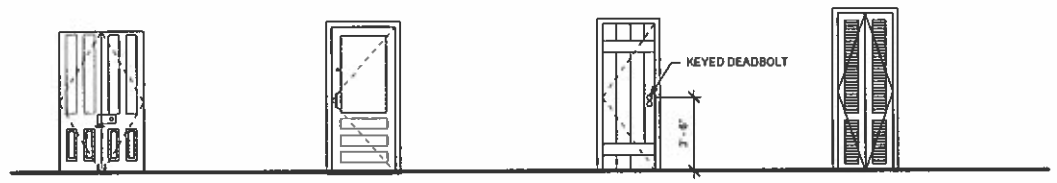


TYPE A
EXISTING CASED OPENING; TYPE A.1 INDICATES A NEW OR RESTORED CASED OPENING

TYPE B
EXISTING EXTERIOR PANELED DOOR (NON-HISTORIC)
TYPE B-1
NEW WOOD PANEL DOOR TO MATCH EXISTING

TYPE C
EXISTING EXTERIOR DOUBLE DOOR

TYPE C.1
EXISTING INTERIOR DOUBLE DOOR



TYPE C.2
EXISTING EXTERIOR DOUBLE DOOR

TYPE C.3
EXISTING EXTERIOR SINGLE DOOR WITH SCREEN (NON-HISTORIC)

TYPE D
EXISTING INTERIOR CLOSET DOOR

TYPE E
EXISTING EXTERIOR SHUTTER DOORS

TYPE F
NOT USED

TYPE G
EXISTING CABINET DOOR

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Designer Stamp

LICENSED ARCHITECT — TERESA DUBSKY — No. C18768 — EXP: 7/31/19 — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CW/ SW DATE 04.09.19
CHECKED BY: TD/ SW DATE 04.19.19

Revisions

No.	Description	By	Date
4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

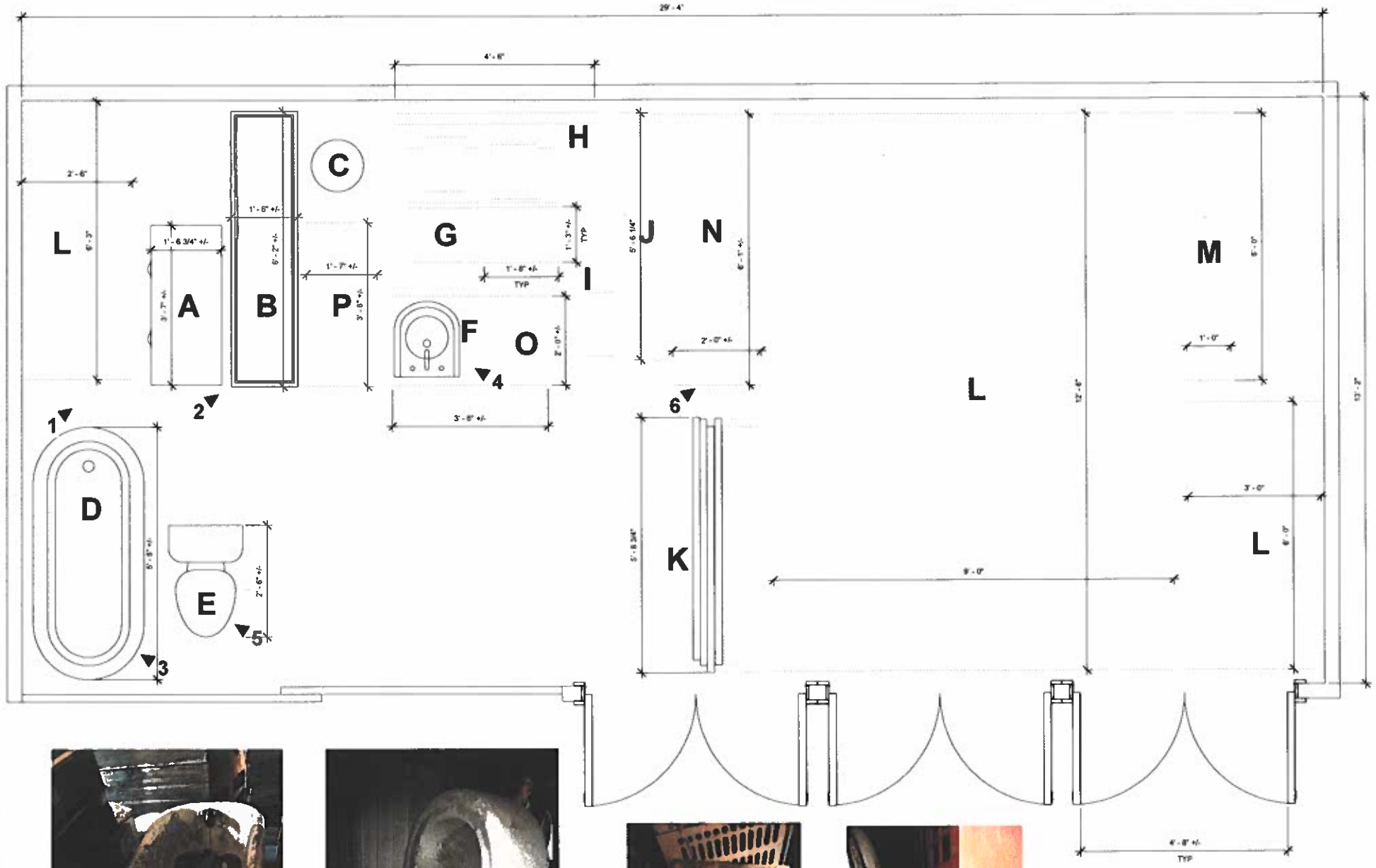
ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

DOOR SCHEDULE & TYPES

Recommended for Building by: _____ Date: _____
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A9.02
SCALE 1/4" = 1'-0"
19 / 29

1 LOW CABINET



2 HUTCH (KITCHEN)

3 BATHTUB

4 SINK (ON TOP OF OVEN)

5 TOILET

6 HUTCH (LIVING RM)

LEGEND

ITEMS IN GARAGE:
- **A** LOW CABINET
- **B** HUTCH (KITCHEN)
- **C** BOILER
- **D** BATHTUB
- **E** TOILET
- **F** SINK

ITEMS TO RELOCATE FROM 2ND FLOOR*:
- **G** CRATES
- **H** SHEET METAL
- **I** LADDER
- **J** SCREENS
- **K** DOORS
- **L** WOOD BOARDS
- **M** PIPES
- **N** HUTCH (LIVING RM)
- **O** OVEN
- **P** SINK CABINET

*UNDERLINED ITEMS ARE TO BE INSTALLED INTO PROJECT

Designer Stamp:

LICENSED ARCHITECT
ROSHAN A. DUPONT
C18768
EXP. 7/31/19
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head _____ Date _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

DRAWN BY: CW/SW DATE: 04.09.19
CHECKED BY: TD/SW DATE: 04.19.19
Designed: _____ Date: _____

Revisions

△	PRE-DESIGN DRAWING SET		8.30.17
	65% FINAL DESIGN DRAWING SET		11.30.17
	95% FINAL DESIGN DRAWING SET		03.09.18
	99% FINAL DESIGN DRAWING SET		11.16.18
	100% FINAL DESIGN DRAWING SET		02.20.19
△1	100% FINAL DESIGN DRAWING SET - REV 1		04.19.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE IV INTERIOR RESTORATION, PROJECT NO. 5055

ENLARGED GARAGE STORAGE PLAN

Recommended for Bidding by: _____ Date: _____
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. A9.03
SCALE 3/4" = 1'-0"
20 20

4/19/2019 4:04:41 PM
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GENERAL ELECTRICAL NOTES

1. ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE NATIONAL ELECTRIC CODE, STATE LAWS, AND ALL OTHER REGULATIONS GOVERNING WORK OF THIS NATURE.
2. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE EXISTING JOB CONDITION. HE SHALL EXAMINE CONSTRUCTION DRAWINGS AND SPECIFICATIONS AND SHALL HAVE HAD VISITED THE CONSTRUCTION SITE, PRIOR TO SUBMITTING HIS BID PROPOSAL. HE SHALL BE FAMILIAR WITH THE EXISTING CONDITIONS UNDER WHICH HE WILL HAVE TO OPERATE AND WHICH WILL IN ANY WAY AFFECT THE WORK UNDER THIS CONTRACT. NO SUBSEQUENT ALLOWANCE WILL BE MADE IN THIS CONNECTION IN BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART. DETERMINE THE SEQUENCE OF CONSTRUCTION THROUGHOUT THE PROJECT, INCLUDING TEMPORARY FACILITIES AND CONNECTIONS REQUIRED FOR THE DURATION OF THE PROJECT.
3. THE CONTRACTOR SHALL SECURE ALL PERMITS OR APPLICATIONS, AND PAY ANY AND ALL FEES AS REQUIRED.
4. EXISTING ARCHITECTURAL SURFACES DISTURBED DURING CONSTRUCTION SHALL BE PATCHED AND PAINTED TO MATCH EXISTING.
5. WORK SHOWN IN THESE PLANS ARE NEW, UON. INSTALLATION SHALL BE CONCEALED. WHERE NOT POSSIBLE, CONTRACTOR SHALL OBTAIN APPROVAL FROM ARCHITECT AND ENGINEER FOR EXPOSED INSTALLATION. A WRITTEN APPROVAL IS REQUIRED. USE SURFACE RACEWAYS, WIREMOLD, OR EQUAL. ALL ELECTRIC MATERIALS, DEVICES, AND EQUIPMENT FOR THE PROJECT SHALL BE NEW AND U.L. APPROVED
6. ALL CONDUIT SHALL BE 3/4" MINIMUM. ALL CONDUIT SHALL BE RUN PARALLEL TO EXISTING SURFACES. WHEN CONDUIT CROSSES CORRIDORS OR ROOMS IT SHALL BE DONE PERPENDICULAR TO WALLS.
7. SEAL ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS. FURNISH AND INSTALL FIRE RATED BACKBOXES AS REQUIRED TO MAINTAIN FIRE RATING OF CEILING OR WALLS WHERE RECESSED ELECTRIC EQUIPMENT SUCH AS LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANEL, ETC. ARE INSTALLED IN RATED WALL OR CEILINGS. PENETRATIONS OF FIRE RATED WALLS, CEILINGS, OR FLOORS SHALL COMPLY WITH CBC CHAPTER 7 REQUIREMENTS. IN WALLS AND PARTITIONS THAT ARE FOR FIRE RESISTIVE CONSTRUCTION, OPENINGS FOR STEEL ELECTRICAL OUTLET BOXES SHALL NOT EXCEED 16 SQUARES INCHES. IN ADDITION, THE AGGREGRATE AREA OF SUCH OPENING SHALL NOT EXCEED 100 SQ IN FOR ANY 100 SQUARE FEET OF WALL OR PARTITION. OUTLET BOXES ON OPPOSITE SIDES OF THE WALLS OR PARTITION SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF AT LEAST 24 INCHES, OR BE PROVIDED WITH FIRE PUTTY.
8. ALL NEW WIRING SHALL BE IN CONDUIT. COORDINATE ROUTING OF CONDUIT WITH ARCHITECT AND STRUCTURAL FOR OPENINGS IN WALLS AND ANY NOTCHING OF JOISTS.
9. THE ELECTRICAL PLANS ARE SCHEMATIC IN NATURE AND ARE NOT INTENDED TO SHOW ALL OF THE ARCHITECTURAL DETAILS OR SPECIFICS OF ELECTRICAL CONSTRUCTION. TAKE ALL DIMENSIONS FROM THE ARCHITECTURAL DRAWINGS. BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, OUTLETS, CONDUIT RUNS, ETC. WITH ARCHITECT AND OWNER. PLACE DEVICES LOCATED ABOVE COUNTERS, SHELVING, ETC. AND IN BATHROOMS SO AS NOT TO CONFLICT WITH EDGES OF WAINSCOTING, COUNTER SPLASH, SHELVING, ETC. ARCHITECTURAL SHEETS SHALL GOVERN. SEE ELECTRICAL SECTION OF ARCHITECTURAL SPECIFICATION FOR ADDITIONAL INFORMATION.
10. PULLROPES: ANY RACEWAY WITHOUT CABLE OR WIRE SHALL BE INSTALLED WITH MINIMUM 200 POUND TEST PULL LINE AND LARGER.
11. ALL DEVICES AND EQUIPMENT INSTALLED OUTDOORS OR EXPOSED TO THE WEATHER SHALL BE OF WEATHERPROOF CONSTRUCTION. ALL WALL PENETRATIONS TO EXTERIOR WALLS SHALL BE SEALED WATER TIGHT.
12. ALL EQUIPMENT SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY AND SHALL BE INSTALLED AS PER LISTING OR LABELING (IE. MAXIMUM FUSE SIZE MEANS FUSE PROTECTION IS REQUIRED).
13. ALL EQUIPMENT MANUFACTURERS SHALL BE NOTED IN DRAWINGS. SUBSTITUTIONS ARE PERMITTED BUT MUST BE APPROVED EQUAL.
14. CONNECTIONS TO MECHANICAL EQUIPMENT SHALL BE MADE WITH A MINIMUM OF 24" OF WEATHERPROOF FLEXIBLE CONDUIT TO PREVENT SOUND AND VIBRATION TRANSMISSION TO THE STRUCTURE. COORDINATE ALL MOTOR OVERLOADS AND/OR FUSES FURNISHED BY THIS CONTRACT WITH THE ACTUAL EQUIPMENT INSTALLED. SIZE OVERLOADS BASED ON MOTOR NAMEPLATE FULL LOAD CURRENT AND SERVICE FACTOR. FUSES FOR MOTOR AND TRANSFORMER CIRCUITS SHALL BE DUAL ELEMENT. FUSES FOR OTHER "NON-INRUSH" LOADS SHALL BE FAST ACTING. ALL FUSES SHALL BE CURRENT LIMITING CLASS RK5 OR CLASS L, UON. CONTRACTOR SHALL COORDINATE WITH ALL TRADES FOR MANUFACTURER INSTALLATION REQUIREMENTS.
15. SEE MECHANICAL AND PLUMBING DRAWINGS FOR LOCATION OF FANS AND WATER HEATERS.
16. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH THE MECHANICAL WORK AS CALLED FOR IN MECHANICAL SPECIFICATIONS.
17. GROUNDING CONDUCTORS ARE GENERALLY NOT SHOWN. GROUND AND BOND ALL EQUIPMENT, RACEWAYS, MOTORS, PANELBOARDS AND SWITCHBOARDS, ETC. IN ACCORDANCE WITH NEC ARTICLE 250.
18. FIELD MOUNTED DEVICES SUCH AS SWITCHES, MOTOR STARTERS, RECEPTACLES, ETC., ARE SHOWN IN THEIR APPROXIMATE LOCATION. SWITCH MOUNTING HEIGHT SHALL BE 48" ABOVE FINISHED FLOOR AND RECEPTACLE MOUNTING HEIGHT SHALL BE 18" ABOVE FINISHED FLOOR. CONTRACTOR SHALL COORDINATE WITH ALL TRADES FOR MANUFACTURER INSTALLATION REQUIREMENTS.
19. ELECTRICAL CONTRACTOR TO PROVIDE EXPANSION FITTINGS AT ALL EXPANSION JOINT LOCATION. USE STEEL FLEX 6 FEET EACH SIDE OF THE JOINT AND TERMINATE IN A PULLBOX AT EACH END, OR OTHER APPLIED METHODS.
20. ALL LIGHTING FIXTURE LOCATIONS AND ROUTING SHALL BE REVIEWED BY ARCHITECT PRIOR TO ROUGH-IN.
21. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED TO MAINTAIN A MINIMUM OF 36" CLEARANCE PER NEC ARTICLE 110.26.
22. PENETRATIONS OF FIRE RATED WALLS CEILINGS OR FLOORS SHALL COMPLY WITH CBC CHAPTER 7 REQUIREMENTS.
23. WHERE OUTLET BOXES ARE INSTALLED WITHIN RATED ASSEMBLIES, PROVIDE 3M MOLDABLE PUTTY PADS OR EQUAL TO MAINTAIN FIRE RATED ASSEMBLIES.
24. ALL RECEPTACLES SHALL BE GROUNDING TYPE.
25. ALL RECEPTACLES INSTALLED IN BATHROOMS AND KITCHENS SHALL HAVE GROUND-FAULT CIRCUIT INTERRUPTER PROTECTION AS REQUIRED BY THE NATIONAL ELECTRIC CODE.
26. CONTRACTOR TO CONFIRM EXACT LOCATION OF METERS WITH ELECTRIC UTILITY.
27. SUBMIT TO THE OWNER CERTIFICATES OF INSPECTIONS IN DUPLICATE FROM AN APPROVED INSPECTION AGENCY UPON COMPLETION.
28. PERFORMANCE AND WITNESSING OF TESTS
    - A. THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS AND QUALIFIED PERSONNEL OR FIRM TO PERFORM ALL REQUIRED TESTS.
    - B. ALL NEW AND RECONNECTED ELECTRICAL CIRCUIT SHALL BE TESTED TO INSURE CIRCUIT CONTINUITY, INSULATION RESISTANCE, PROPER SPLICING AND GROUNDING IN ACCORDANCE WITH THE LATEST STANDARDS AS STATED ABOVE. BEFORE CONNECTING POWER CABLES TO MOTORS, THE INSULATION RESISTANCE OF ALL MOTOR WINDINGS SHALL BE TESTED IN ACCORDANCE WITH THE ABOVE STANDARDS.
    - C. ANY CONTRACTOR FURNISHED AND/OR INSTALLED SPLICE, RECOMMENDED VOLTAGE AND INSULATION RESISTANCE TESTS, SHALL BE CONNECTED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
    - D. NO EQUIPMENT SHALL BE ENERGIZED UNTIL ALL TESTS AND ADJUSTMENTS HAVE BEEN MADE.
    - E. THREE COPIES OF ALL TEST RESULTS SHALL BE DELIVERED TO THE OWNER.

ABBREVIATIONS

A	AMPERE	N	NEUTRAL
AC	ALTERNATING CURRENT	(N)	NEW
AF	AMPERE RATING OF FUSE	N.E.C.	NATIONAL ELECTRICAL CODE
AFF	ABOVE FINISHED FLOOR	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
C	CONDUIT		
CKT	CIRCUIT	NEUT	NEUTRAL
D	DEDICATED	NIC	NOT IN CONTRACT
E	EXISTING TO REMAIN	NTS	NOT TO SCALE
ELEC	ELECTRICAL	PB	PULL BOX
EM	EMERGENCY	PNL	PANEL
EMT	ELECTRICAL METALLIC TUBING	POS	POINT OF SALE
<F>	FUTURE	RR	REMOVE AND RELOCATE
FACP	FIRE ALARM CONTROL PANEL	RSC	RIGID STEEL CONDUIT
FATC	FIRE ALARM TERMINAL CAN	SLD	SINGLE LINE DIAGRAM
G	GROUNDING CONDUCTOR	SPEC	SPECIFICATION
GFI	GROUND FAULT INTERRUPTER	T	TELEPHONE
GND	GROUND	TV	TELEVISION
HP	HORSEPOWER	UG	UNDERGROUND
kVA	KILOVOLT AMPS	UAC	UNDER ANOTHER CONTRACT
kW	KILOWATTS	UON	UNLESS OTHERWISE NOTED
LTG	LIGHTING	V	VOLT
LTS	LIGHTS	VP	VANDAL PROOF
LV	LOW VOLTAGE	W	WATTS
MECH	MECHANICAL	WP	WEATHERPROOF (NEMA 3R)
MTD	MOUNTED	WT	WATERTIGHT
MV	MEDIUM VOLTAGE	XFMR	TRANSFORMER

SCOPE OF WORK

A. FURNISH AND INSTALL NEW DEVICES AND WIRING IN EXISTING OUTLET BOXES AND CONDUIT SHOWN ON FLOOR PLAN. (4)

B. FURNISH AND INSTALL INTRUSION ALARM SYSTEM AND SMOKE DETECTION SYSTEM. HEAD END EQUIPMENT SHALL BE INSTALLED IN SIDE ENTRY ROOM.

C. FURNISH AND INSTALL POWER FOR NEW DISPLAYS.

D. FURNISH AND INSTALL NEW LIGHTING.

E. NEW WIRING SHALL BE INSTALLED IN SURFACE RACEWAYS PAINTED TO MATCH ARCHITECTURAL FINISHES WHERE NOT SHOWN TO BE CONCEALED.

F. COORDINATE WITH AV DRAWINGS FOR EXACT LOCATIONS OF DATA AND POWER FOR CEILING MOUNTED PROJECTORS.

SYMBOLS

- BRANCH CIRCUIT WIRING IN CONDUIT CONCEALED IN CEILING SPACE OR WHERE POSSIBLE. EXPOSED ON ROOF OR BUILDING EXTERIOR.
- BRANCH CIRCUIT WIRING IN CONDUIT CONCEALED UNDER FLOOR, UNDERGROUND OR WHERE POSSIBLE.
- CONDUIT UP
- CONDUIT DOWN
- CONDUIT STUBBED OUT IN ACCESSIBLE CEILING LOCATION OR 12" BELOW STRUCTURE AND CAPPED
- BRANCH CIRCUIT HOME RUN TO PANEL. CONCEALED IN CEILING SPACE OR WHERE POSSIBLE.
- JUNCTION BOX - CEILING/FLOOR/WALL MOUNTED
- REFERENCE SHEET NOTE
- PANEL BOARD/TERMINAL CABINET - FLUSH/SURFACE MOUNTED
- FUSED DISCONNECT SWITCH
- WALL-MOUNTED DUPLEX RECEPTACLE 20A, 125V, NEMA 5-20R, +18" (UON).
- COUNTER HEIGHT MOUNTED DUPLEX RECEPTACLE 20A, 125V, NEMA 5-20R, +44" (UON). GFCI DENOTED GROUND FAULT CURRENT INTERRUPTER.
- PHONE AND DATA OUTLET IN SINGLE RECEPTACLE. COORDINATE LOCATION WITH FURNITURE. SEE ARCHITECT'S DRAWINGS.
- PHONE OUTLET IN SINGLE RECEPTACLE. HOMERUN CAT 5E CABLE TO PATCH PANEL. MOUNT +18"AFF UON.
- 2 DATA OUTLET, HOMERUN CAT6A CABLE TO PATCH PANEL. MOUNT +18"AFF UON.
- DETAIL TAG. REFER TO DETAIL # ON SHEET X.XX
- REFERENCE SHEET NOTE

APPLICABLE CODES

1. 2016 BUILDING STANDARD ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2. 2016 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.;
3. 2016 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.;
4. 2016 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.;
5. 2016 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.;
6. 2016 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.;
7. 2016 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24, C.C.R.;
9. 2016 CALIFORNIA EXISTING BUILDING CODE, PART 10, TITLE 24 C.C.R
10. 2016 CALIFORNIA "GREEN" BUILDING REQUIREMENTS, PART 11, TITLE 24 C.C.R
11. 2016 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R.
12. TITLE 19, CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

CITY OF MILPITAS MUNICIPAL CODES

NFPA 13, AUTOMATIC SPRINKLER SYSTEM, 2016 EDITION
NFPA 14, STANDPIPE AND HOSE SYSTEMS, 2016 EDITION
NFPA 72, NATIONAL FIRE ALARM CODE, 2016 EDITION

SHEET INDEX

E0.01	ELECTRICAL TITLE SHEET
E2.01	FIRST FLOOR ELECTRICAL
E2.02	SECOND FLOOR ELECTRICAL
E6.01	LIGHTING PLAN

Designer Stamp

REGISTERED PROFESSIONAL ENGINEER STEPHEN TOMAINO No. E14044 ELECTRICAL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector _____ Date _____
Utility/Facility Dept. Head _____ Date: _____
Project Engineer _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

No.	Description		Date
4	ADDENDUM #4		07.23.2019

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

ELECTRICAL TITLE SHEET

Recommended for Bidding by: _____ Date
Woodjae Kim, P.E. CIP Manager

Project No. 16167
Sheet No. E0.01
Scale 1/4" = 1'-0"
Sheet 21 of 29

GENERAL NOTES

A. COORDINATE EXACT LOCATION OF EQUIPMENT WITH ARCHITECTURAL AND AV DRAWINGS PRIOR TO ROUGHING IN.
B. ALL NEW WORK SHALL COMPLY WITH ARTICLE 210 FOR BRANCH CIRCUITS.
C. ALL NEW WORK SHALL COMPLY WITH THE CALIFORNIA ELECTRICAL CODE.
D. FURNISH AND INSTALL TYCO POWER SERIES PRO SECURITY SYSTEM OR APPROVED EQUAL SYSTEM REQUIREMENTS:
-WIRELESS DOOR AND WINDOW SENSORS
-CONTROL PAD, TRANSMITTER, AND COMMUNICATOR HARDWIRED IN SIDE ENTRY
-COMMUNICATOR FOR OFF-SITE ALERT (THROUGH TELEPHONE LA NDLINE)
-WIRELESS SMOKE DETECTORS
-INSTALL SYSTEM AND SENSORS PER MANUFACTURER REQUIREMENTS.
-CONTRACTOR TO COORDINATE WITH CITY STAFF TO ASSURE SYSTEM IS SET UP TO CALL CITY DISPATCH

SHEET NOTES

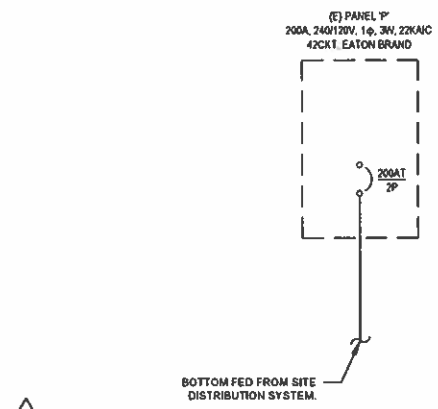
1. FLOOR J-BOX FOR SHADOW BOX DISPLAYS. COORDINATE EXACT LOCATION WITH FURNITURE MANUFACTURER AND EXHIBIT DRAWINGS PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL FURNISH AND INSTALL RECEPTACLE DEVICE IN EXISTING OUTLET BOX. CONTRACTOR SHALL HOMERUN 2#12 + #12 GND TO EXISTING PANEL THROUGH EXISTING CONDUIT.
3. FURNISH AND INSTALL 2-2" CONDUITS FROM THE LOW VOLTAGE SERVICES TERMINAL CABINET UP TO THE AV RACK AT THE 2ND FLOOR. CONDUITS SHALL BE ROUTED UP TO ABOVE THE CEILING IN THE ROOM AND THEN RUN CONCEALED TO THE AV CABINET.
4. WIRELESS DOOR AND WINDOW SENSORS. INSTALL ON OPERABLE WINDOWS AND ALL EXTERIOR DOORS. FIVE WINDOWS AND FIVE DOORS @ FIRST FLOOR.
5. WIRELESS SMOKE DETECTOR NETWORKED TO TRANSMITTER FOR OFF-SITE ALERT. INSTALL PER ROOM. ALLOW EIGHT @ FIRST FLOOR. REVIEW INSTALLATION LOCATIONS WITH ARCHITECT.

(E) PNL P — PHASE 1 VOLTAGE 120/240 — MCB 200A — WIRE 3 A/C — 22,000 M.O

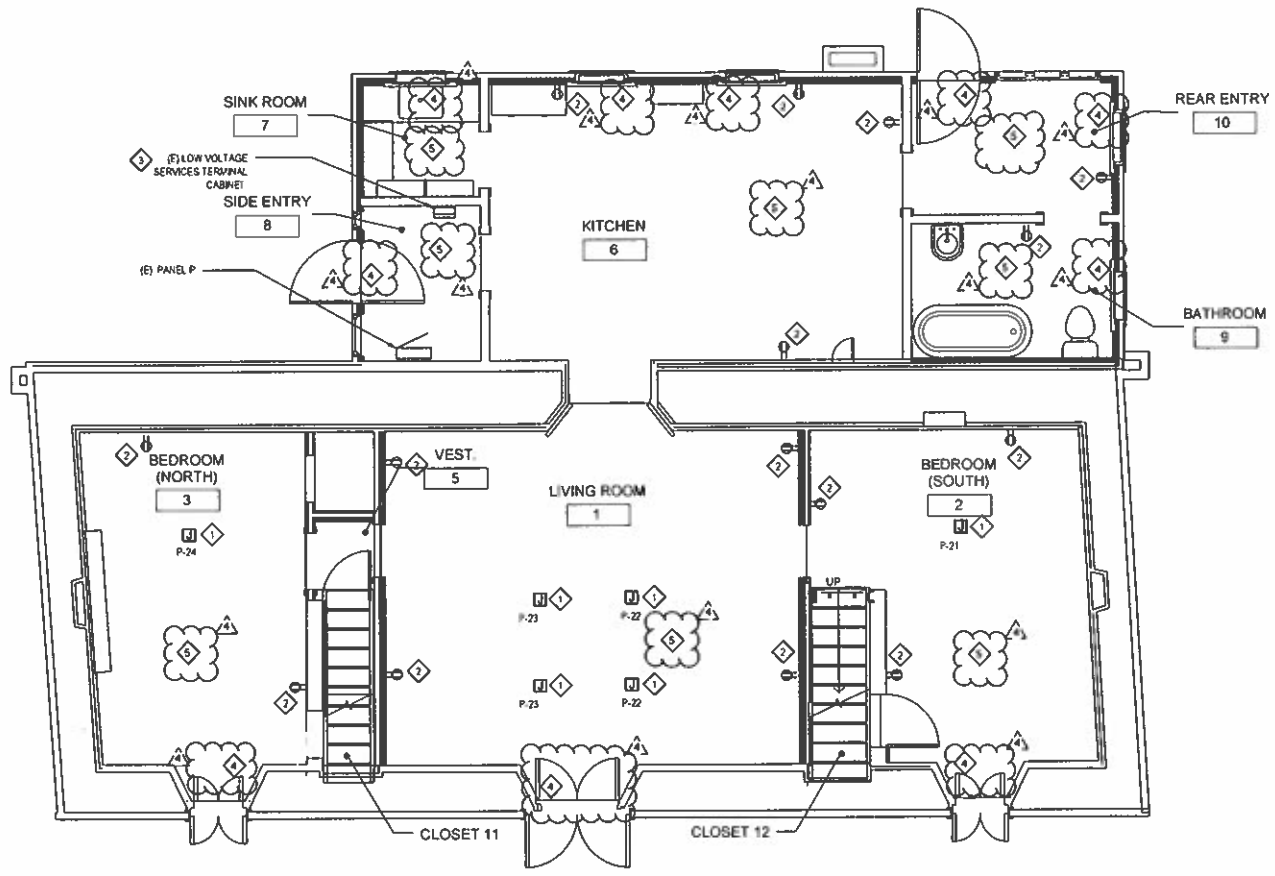
CKT	NOTES	TY PE	T	P	DESCRIPTION	LOAD		LOAD	DESCRIPTION	T	P	TY PE	NOTES	CKT
1	1	G			EXISTING RECEPTACLES	1.2	A	0.8	PROJECTOR POWER			G	1	2
3	1	G			EXISTING LIVING ROOM RECEPTACLES	1.2	B	0.8	PROJECTOR POWER			G	1	4
5	1	G			PROJECTOR POWER	0.8	A	0.6	LIGHTS			C	1	6
7	1	C			LIGHTS	1	B	0.8	PROJECTOR POWER			G	1	8
9	1	C			LIGHTS	1	A	0.8	PROJECTOR POWER			G	1	10
11	1	G			PROJECTOR POWER	0.8	B	0.8	PROJECTOR POWER			G	1	12
13	1	G			PROJECTOR POWER	0.8	A	0.8	PROJECTOR POWER			G	1	14
15	1	G			PROJECTOR POWER	0.8	B	0.8	PROJECTOR POWER			G	1	16
17	1	G			PROJECTOR POWER	0.8	A	0.8	PROJECTOR POWER			G	1	18
19	1	G			PROJECTOR POWER	0.8	B	0.8	PROJECTOR POWER			G	1	20
21	1	C	20	1	FLOOR OUTLET FOR SHADOW BOX	0.4	A	0.4	FLOOR OUTLET FOR SHADOW BOX	20	1	C	1	22
23	1	C	20	1	FLOOR OUTLET FOR SHADOW BOX	0.4	B	0.4	FLOOR OUTLET FOR SHADOW BOX	20	1	C	1	24
25	2	C	20	1	BACK OF HOUSE LIGHTS	0.3	A	1.4	AV RACKS	20	1	D	2	26
27	2		20	1	SPARE		B	1.4	AV RACKS	20	1	D	2	28
29	2		20	1	SPARE		A	1.4	AV RACKS	20	1	D	2	30
31	2		20	1	SPARE		B		SPACE					32
33	2		20	1	SPARE		A		SPACE					34
35	2		20	1	SPARE		B		SPACE					36
37	2		20	1	SPARE		A		SPACE					38
39	2		20	1	SPARE		B		SPACE					40
41	2		20	1	SPARE		A		SPACE					42

PHASE A	12.3	SUBTOTAL	DEMAND CALCULATION
PHASE B	10.6	4.5	CONTINUOUS LOAD (C) 125% 5.625
		4.2	DEDICATED LOAD (D) 100% 4.2
		14.4	GENERAL LOAD (G) 100 1ST 10KVA, 50% REST 12.2
NOTES:			LARGEST MOTOR 25% 0
1. EXISTING BREAKER TO REMAIN. NEW LOAD		0	MOTOR LOAD (M) 100% 0
2. REPLACE SPACE WITH NEW BREAKER.			TOTAL DEMAND 22
			AMPS @ 120/208 92

3 PANEL P SCHEDULE
SCALE: SCHEMATIC



2 SINGLE LINE DIAGRAM
SCALE: SCHEMATIC



1 FIRST FLOOR POWER AND SIGNAL
SCALE: 1/4" = 1'-0"

Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER — STEPHEN HOWARTH — ELECTRICAL — STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

4	ADDENDUM #4		07 23 2019

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

FIRST FLOOR ELECTRICAL

Recommended for Bidding by: _____ Date: _____
Wholee Kim, PE CIP Manager

Project No.	16167
Sheet No.	E2.01
Scale	1/4" = 1'-0"
Sheet	22 of 29

GENERAL NOTES

A. COORDINATE EXACT LOCATION OF EQUIPMENT WITH ARCHITECTURAL AND AV DRAWINGS PRIOR TO ROUGHING IN.

B. ALL NEW WORK SHALL COMPLY WITH ARTICLE 210 FOR BRANCH CIRCUITS.

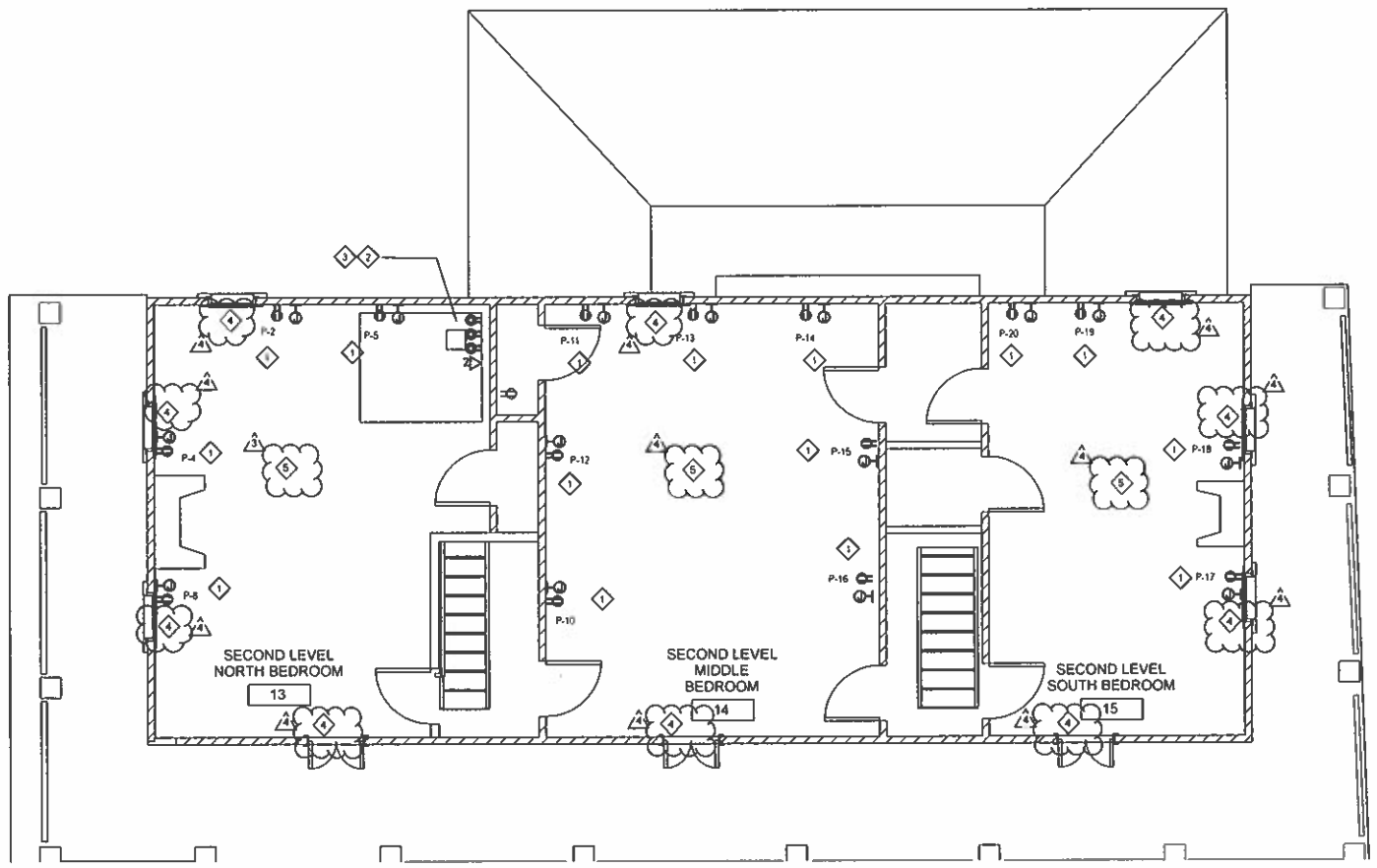
C. ALL NEW WORK SHALL COMPLY WITH THE CALIFORNIA ELECTRICAL CODE. 4

D. FURNISH AND INSTALL TYCO POWER SERIES PRO SECURITY SYSTEM OR APPROVED EQUAL. SYSTEM REQUIREMENTS:
- -WIRELESS DOOR AND WINDOW SENSORS
- -CONTROL PAD, TRANSMITTER, AND COMMUNICATOR HARDWIRED IN SIDE ENTRY
- -COMMUNICATOR FOR OFF-SITE ALERT (THROUGH TELEPHONE LANDLINE)
- -WIRELESS SMOKE DETECTORS
- -INSTALL SYSTEM AND SENSORS PER MANUFACTURER REQUIREMENTS
- -CONTRACTOR TO COORDINATE WITH CITY STAFF TO ASSURE SYSTEM IS SET UP TO CALL CITY DISPATCH.

4

SHEET NOTES

1. TWO(2) SINGLE GANG BOXES SURFACE MOUNTED AT WALL FOR POWER/DATA FOR FIRST-FLOOR CEILING MOUNTED PROJECTORS. HOMERUN CABLING IN 2ND FLOOR SPACE. MC CABLE FOR POWER, 1-1/4" CONDUIT FOR PROJECTOR CONNECTIONS BACK TO RACK AT SECOND FLOOR. CABLING SHALL BE ROUTED IN SECOND FLOOR SPACE. SEE AV-2.01 DRAWING FOR COORDINATION.
2. AV CABINET FURNISHED AND INSTALLED BY OTHERS AT SECOND FLOOR. THREE DUPLEX OUTLETS AND TWO DATA OUTLETS SHALL BE TERMINATED AT RACK FOR AV USE. CONNECT DEVICES TO CIRCUITS 26,28,30. FURNISH AND INSTALL 24"X6"X6" GUTTER AT SECOND FLOOR FOR AV EQUIPMENT AND WIRING NEAR RACK. SEE AV-2.01 FOR ADDITIONAL INFORMATION.
3. MDF (MAIN DISTRIBUTION FRAME) FOR BUILDING SHALL BE LOCATED AT 2ND FLOOR ADJACENT TO AV-RACK. UTILITY SERVICES SHALL TERMINATE AT THE 2ND FLOOR. 4
4. WIRELESS DOOR AND WINDOW SENSORS. INSTALL ON OPERABLE WINDOWS AND ALL EXTERIOR DOORS. SEVEN WINDOWS AND THREE DOORS @ SECOND FLOOR.
5. WIRELESS SMOKE DETECTOR NETWORKED TO TRANSMITTER/COMMUNICATOR FOR OFF-SITE ALERT. INSTALL PER ROOM. ALLOW THREE @ SECOND FLOOR. REVIEW INSTALLATION LOCATIONS WITH ARCHITECT.



Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER STEPHEN HOWARTER ELECTRICAL STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____

Public Works Inspector _____ Date: _____

Utility/Facility Dept. Head _____ Date: _____

Project Engineer _____ Date: _____

Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Revisions

4	ADDENDUM #4		07.23.2019

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

SECOND FLOOR ELECTRICAL

Recommended for Bidding by: _____ Date: _____

Woo-Jae Kim, PE, CIP Manager

16167

E2.02

1/4" = 1'-0"

23 29

GENERAL NOTES

A. TRACK LIGHT FIXTURES SHALL BE CONTROLLED BY LOCAL WALL SWITCHES AND AV CABINET.
B. ALL NEW WORK SHALL COMPLY WITH ARTICLE 210 FOR BRANCH CIRCUITS.
C. All NEW WORK SHALL COMPLY WITH THE CALIFORNIA ELECTRICAL CODE.
D. INSTALL SWITCHES PER THE 2016 CALIFORNIA ELECTRICAL CODE
E. SEE TITLE 24 SHEETS FOR LIGHTING REQUIREMENTS.

1

A. INSTALL TRACK LIGHTING FIXTURE. LSI SURFACE TRACK WITH LN16 FIXTURE HEADS. FURNISH WITH LN16-00 MOUNTING OPTION. LAMP SHALL BE Q20MR16/CINSP15 WITH 2900K COLOR TEMP. EACH CIRCLE SHOWN ALONG TRACK SHALL BE A LAMP FURNISHED AND INSTALLED WITH THE TRACK. CONTRACTOR SHALL USE ARCHITECTURAL RCP FOR MEASURING LENGTH OF TRACK REQUIRED IN EACH LOCATION.

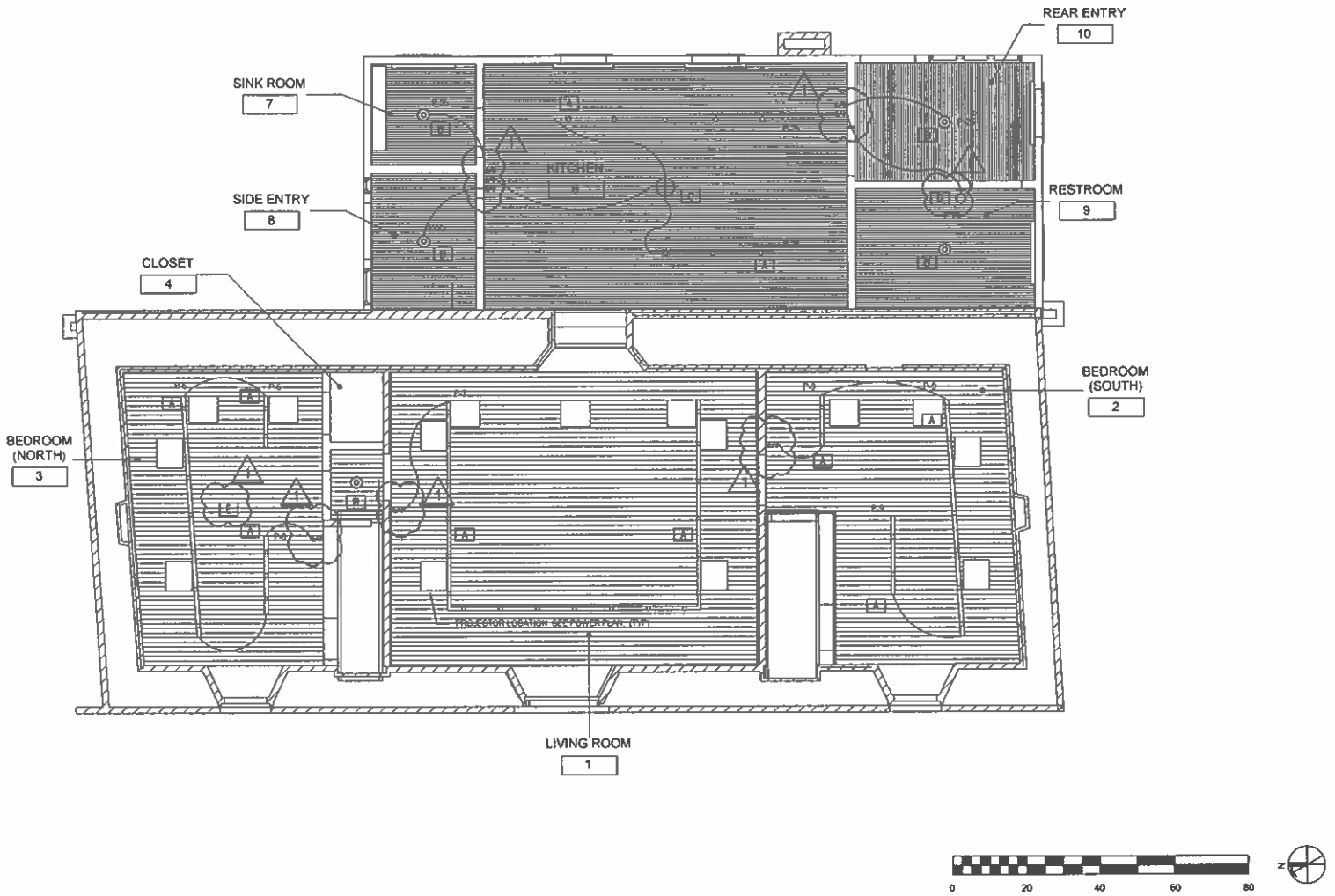
B. REJUVENATION HANNAH BARE BULB #A7710. REPLACE EXISTING KNOB AND TUBE WIRING COMPLETE BACK TO PANEL P. FURNISH AND INSTALL NEW 2#12 + #12 GND IN 3/4"C. COORDINATE EXACT LOCATION WITH ARCHITECT.

C. REJUVENATION CLASSIC FLUSH MOUNT W/CONICAL SHADE #RS197. FURNISH AND INSTALL NEW 2#12 + #12 GND IN 3/4"C. COORDINATE EXACT LOCATION WITH ARCHITECT.

D. REJUVENATION HANNAH SCONCE #A8260. COORDINATE EXACT LOCATION WITH ARCHITECT.

E. REINSTALL EXISTING CHANDELIER. DO NOT CONNECT WIRING OR CONTROLS.

1



Designer Stamp:

REGISTERED PROFESSIONAL ENGINEER
STEPHEN PONARTER
ELECTRICAL
STATE OF CALIFORNIA

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head _____ Date: _____
Project Engineer: _____ Date _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Revisions

4	ADDENDUM #4		07.23.2019

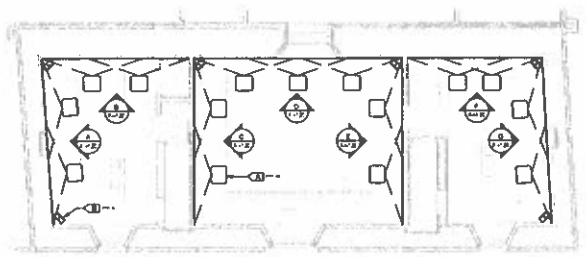
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

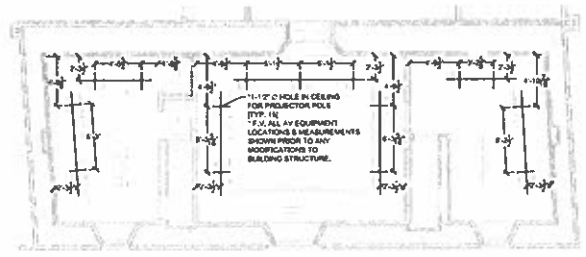
LIGHTING PLAN

Recommended for Bidding by: _____ Date: _____
WooJee Kim, PE, CIP Manager

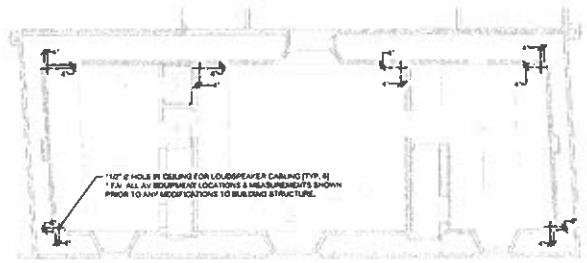
16167
E6.01
1/4" = 1'-0"
24 29



FIRST LEVEL
1 AV SYSTEMS – FACILITY CEILING PLAN 1
SCALE: 1/8" = 1'



FIRST LEVEL
2 AV SYSTEMS – FACILITY CEILING PLAN 2 – PROJECTOR POLE LOCATIONS
SCALE: 1/8" = 1'



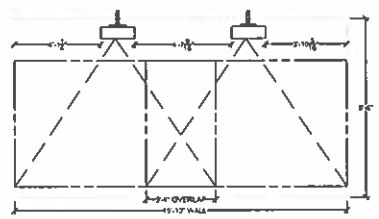
FIRST LEVEL
3 AV SYSTEMS – FACILITY CEILING PLAN 3 – SPEAKER CABLING LOCATION
SCALE: 1/8" = 1'

AV EQUIPMENT LEGEND:
FIRST LEVEL

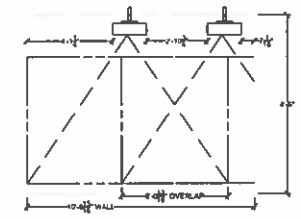
4 (E) CEILING MOUNTED PROJECTOR (ABOVE HARD PROJECTION)
OUTSIDE DIMENSIONS: 18.4"W X 8.7"H X 17.2"D
WEIGHT: 24.3 lbs.
PROJECTOR MFR./MODEL: EPSON POWERLITE 700W PROJECTOR
MOUNT MFR./MODEL: CHIEF, RPMA-W & RPMAUS, & 1.5"X POLE
- PROVIDED AND INSTALLED BY A.V.C.
* ANY STRUCTURAL MODIFICATIONS/MODIFICATIONS BY G.C.
** SHORT PROJECTOR THROW WALL 10'0" X 7'3"H
(TYP. 1E)

4 (E) CEILING MOUNTED LOUDSPEAKERS (AIMED HORIZONTALLY AT 45° ANGLE)
OUTSIDE DIMENSION: 13.65"L X 8.67"W X 8.67"D
WEIGHT: 13 lbs. (EACH)
SPEAKER MFR./MODEL: CEDIA, 8in IN WALL/CEILING SPEAKERS
MOUNT MFR./MODEL: CEDIA, 8in IN WALL/CEILING SPEAKERS
- PROVIDED AND INSTALLED BY A.V.C.
* ANY STRUCTURAL MODIFICATIONS/MODIFICATIONS BY G.C.
(TYP. 6)

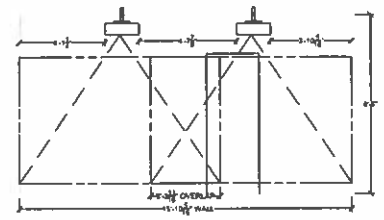
EQUIPMENT N.I.C.



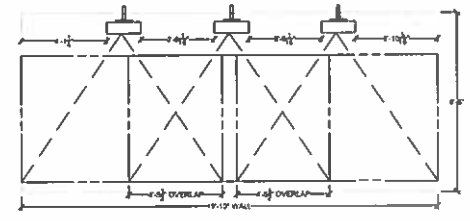
NORTH BEDROOM, PLAN WEST
A AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



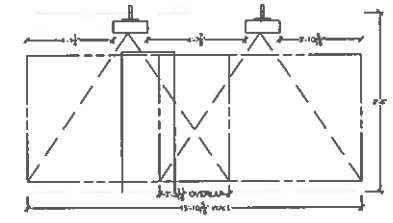
NORTH BEDROOM, PLAN NORTH
B AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



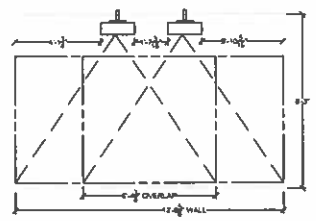
LIVING ROOM, PLAN WEST
C AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



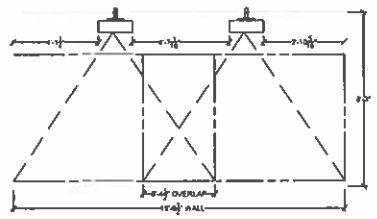
LIVING ROOM, PLAN NORTH
D AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



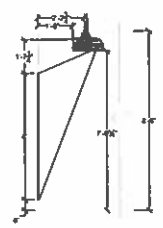
LIVING ROOM, PLAN EAST
E AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



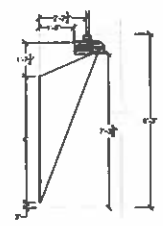
SOUTH BEDROOM, PLAN NORTH
F AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



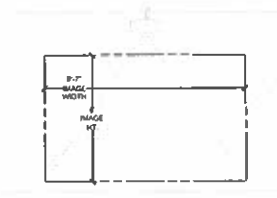
SOUTH BEDROOM, PLAN EAST
G AV SYSTEMS – FACILITY ELEVATION
SCALE: 1/4" = 1'



NORTH BEDROOM & LIVING ROOM
H AV SYSTEMS – TYP. FACILITY SECTION
SCALE: 1/4" = 1'



SOUTH BEDROOM
I AV SYSTEMS – TYP. FACILITY SECTION
SCALE: 1/4" = 1'



FIRST LEVEL
J AV SYSTEMS – TYP. IMAGE SIZE
SCALE: 1/4" = 1'

4 DRAWINGS FOR LOCATION & INSTALLATION OF MOUNTING HARDWARE ONLY.

EQUIPMENT, & CABLING N.I.C.

Designer Stamp:

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: CW/ SW Date: 04.09.19
Checked By: TD/ SW Date: 04.19.19
Designed By: ___ Date: ___

Revisions

No.	Description	Appr.	Date
4	ADDENDUM #4		07.23.19

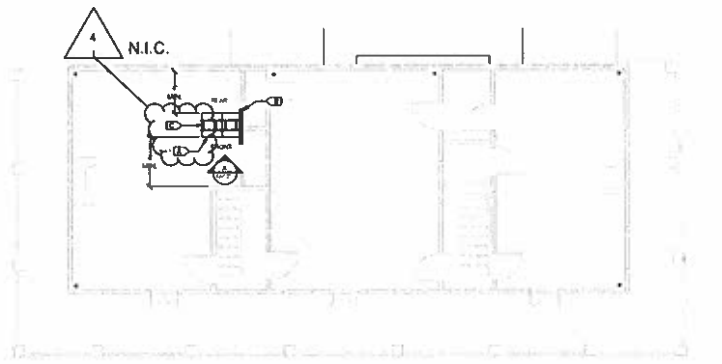
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

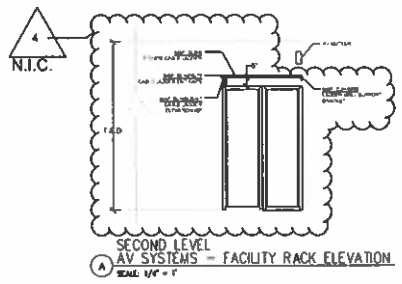
FACILITY CEILING PLAN & ELEVATIONS

Recommended for Bidding by: _____ Date: _____
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. AV1.00
SCALE AS NOTED
25 20

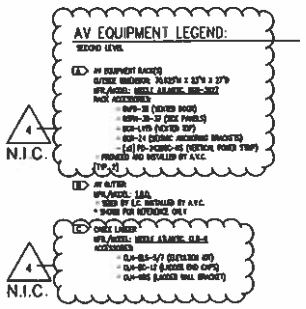


SECOND LEVEL
AV SYSTEMS – FACILITY FLOOR PLAN
SCALE: 1/8" = 1'



SECOND LEVEL
AV SYSTEMS – FACILITY RACK ELEVATION
SCALE: 1/4" = 1'

AV EQUIPMENT LEGEND:
SECOND LEVEL



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Revisions

No.	Description	Init. Appr.	Date
4	ADDENDUM #4		07.23.19

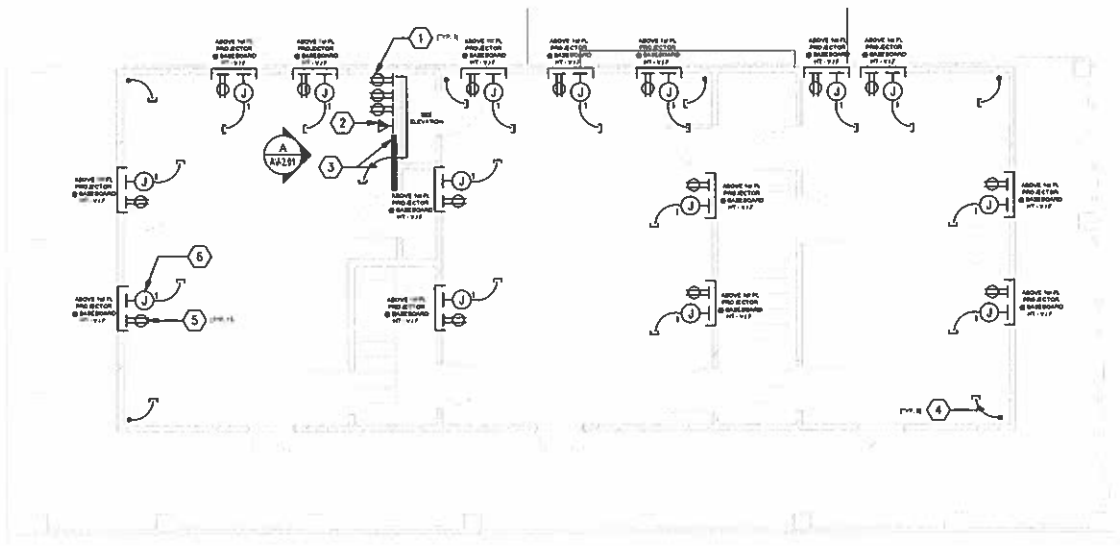
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

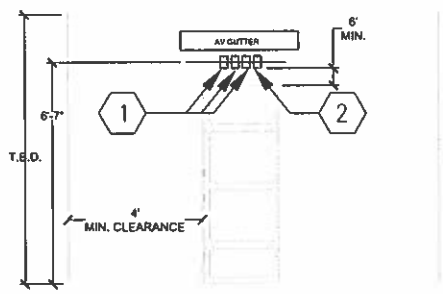
FACILITY FLOOR PLAN & ELEVATIONS

Recommended for Bidding by: _____ Date: _____
WooJae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. AV1.01
SCALE AS NOTED
26 29



1 SECOND LEVEL
AV SYSTEMS – ELECTRICAL FLOOR PLAN
SCALE: 1/4" = 1'



A SECOND LEVEL
AV SYSTEMS – ELECTRICAL RACK ELEVATION
SCALE: 1/2" = 1'

AV ELECTRICAL NOTES:

SECOND LEVEL

1. AT AV RACKS PROVIDE: (3) 120V 20A DUPLEX AC POWER RECEPTACLES.
2. AT AV RACKS PROVIDE: BUILDING CABLE/INTERNET SERVICE FEED. CITY TO PROVIDE CONNECTION TO SERVICE; G.C. TO PROVIDE PATHWAY TO SERVICE CONNECTION LOCATION.
3. AT AV CLOSET LOCATION PROVIDE: (1) AV GUTTER (SIZED BY E.C.) W/(1) 3/4"ø C./FLEX STUBBED UP TO EACH PROJECTOR LOCATION (FOR AV CABLING, TYP. 15 PROJECTORS).
   - PROVIDED BY A.V.C. INSTALLED BY E.C.
4. ABOVE EACH 1st FLOOR SPEAKER LOCATION PROVIDE: (1) 3/4"ø C. STUBBED TO AV GUTTER.
   (TYP. 6 LOCATIONS)
5. AT 2nd FLOOR WALL ABOVE 1st FLOOR PROJECTOR LOCATION(S) PROVIDE: (1) 120V (8A MIN.) SURFACE MOUNTED DUPLEX AC POWER RECEPTACLE.
   (TYP. 15 LOCATIONS)
6. AT 2nd FLOOR WALL ABOVE 1st FLOOR PROJECTOR LOCATION(S) PROVIDE: (1) SURFACE MOUNTED 1-GANG J-BOX W/ (1) 3/4"ø C./FLEX TO AV GUTTER (SIZED BY E.C.) IN AV CLOSET.
   (TYP. 15 LOCATIONS)

avidex
AVIDEX - FREMONT
6100 Stewart Avenue
Fremont, California 94538
Phone: 510-279-7100 Fax: 510-279-7101
www.avidexav.com

A/V System Designed & Engineered For:

455 E. CALAVERAS BLVD.
MILPITAS, CA 95035

☐ __% SD SET ☐ AS BUILT
☐ __% DD SET ☐ REFERENCE ONLY
■ 100% CD SET ☐ NOT FOR CONST

Submittals

No	Date	Description
1	1/16/19	Design Documentation
2	2/4/19	For Construction

Revisions

No	Date	Description

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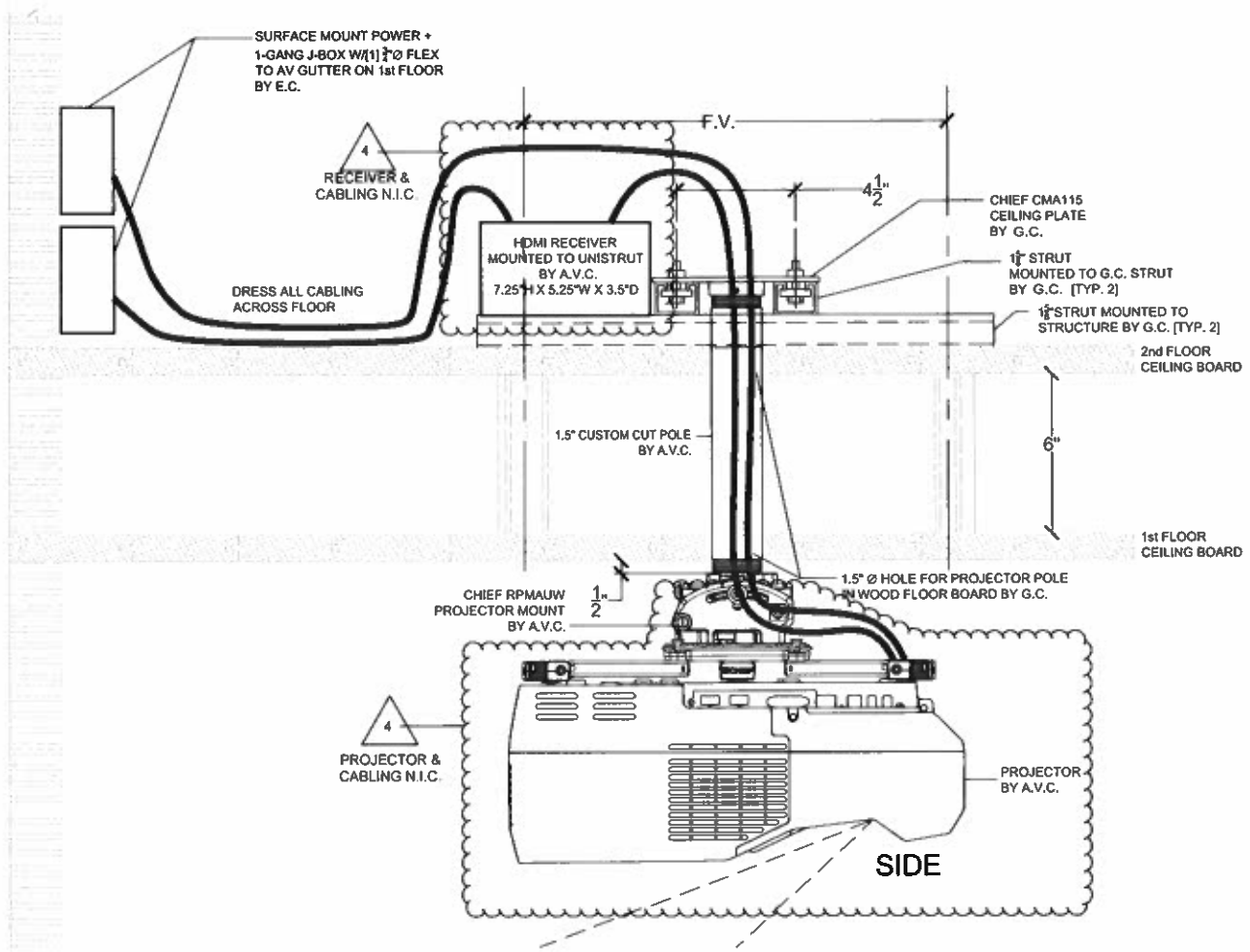
Issue	CONSTRUCTION
Project Name	CITY OF MILPITAS - UPGRADE
Project Number	180891
Engineered By	NR
Drawn By	WE
Checked By	
Scale	AS NOTED
File Location	---
Current Date	2/4/2019

PROJECT NAME
CITY OF MILPITAS - UPGRADE

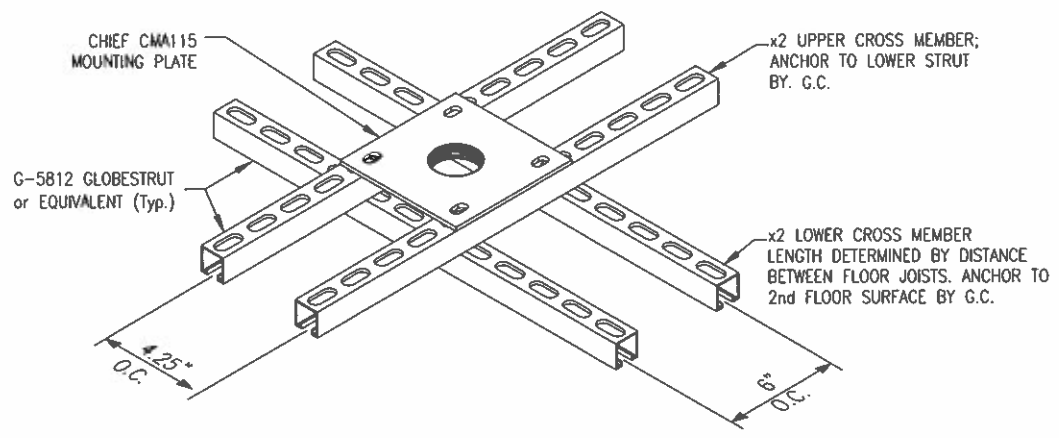
ROOM NAME
SECOND LEVEL

SHEET TITLE
ELECTRICAL FLOOR PLAN & ELEVATIONS

DWG NUMBER
AV-2.01



1 PROJECTOR MOUNTING DETAIL
SCALE: NTS



2 UNISTRUT H-PATTERN DETAIL – ISOMETRIC VIEW
SCALE: NTS

Designer Stamp:

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: CW SW Date: 04.05.19
Checked By: TD/ SW Date: 04.19.19
Designed By: ___ Date: _____

Revisions

No.	Description	Appr.	Date
3	ADDENDUM #3		07.23.19

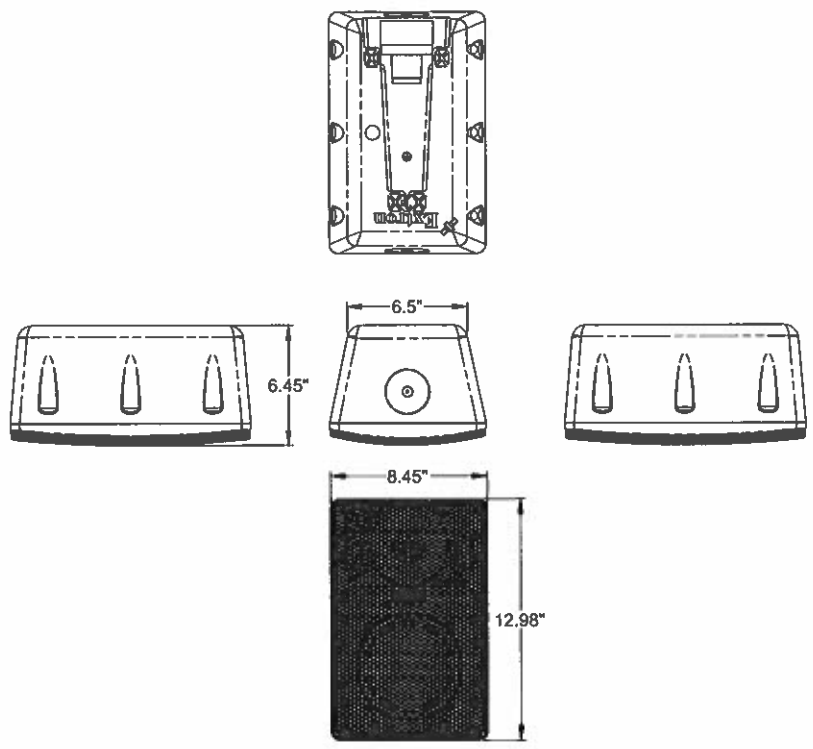
CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

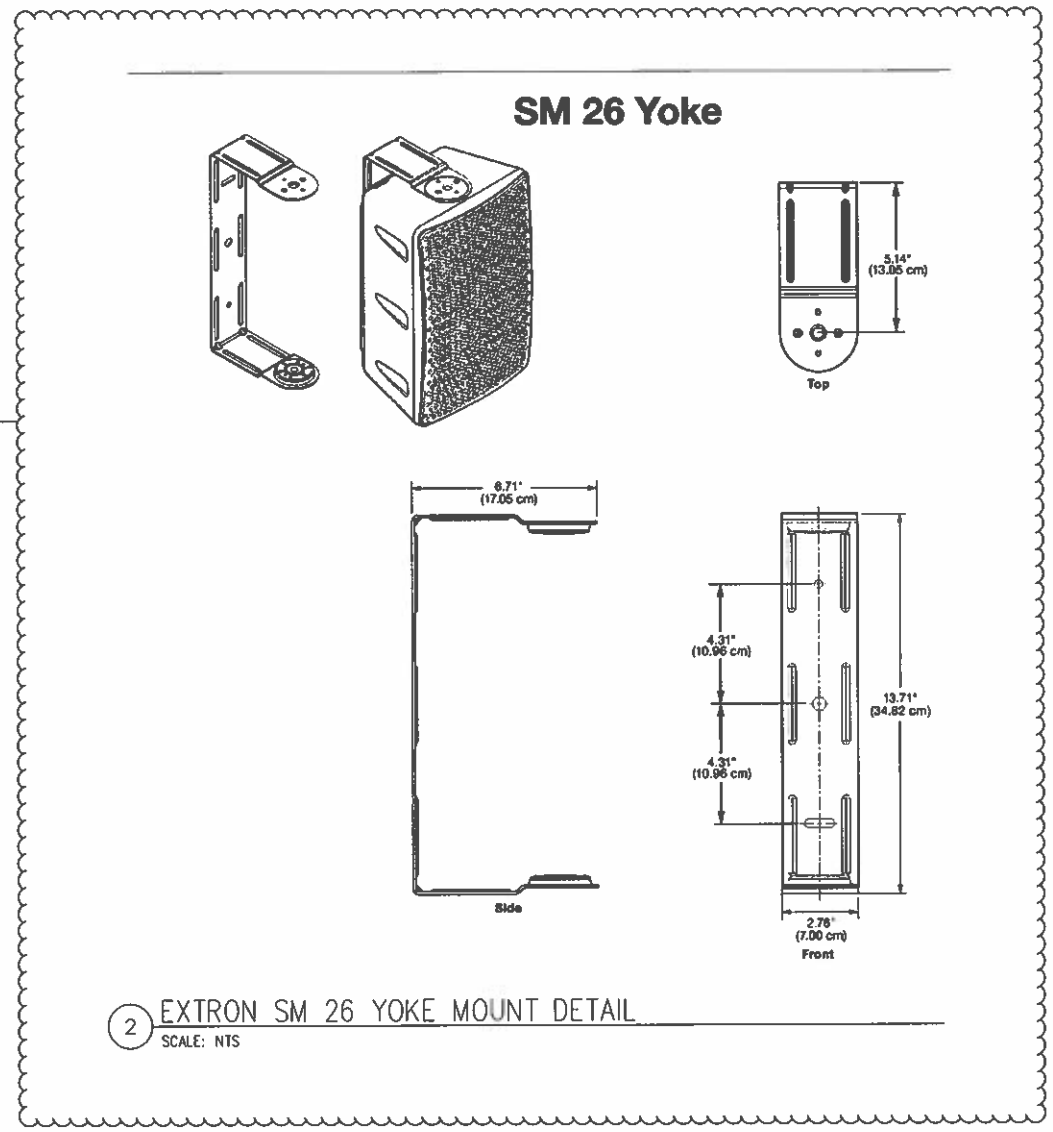
DETAILS

Recommended for Bidding by: _____ Date _____
Woo Jae Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. AV3.00
SCALE NTS
28 29



1 EXTRON SM 26 LOUDSPEAKER DETAIL
SCALE: NTS



2 EXTRON SM 26 YOKE MOUNT DETAIL
SCALE: NTS

Designer Stamp.

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept Head _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on _____ Res. No. _____

Drawn By: CW SW Date: 04.09.19
Checked By: TD/ SW Date: 04.19.19
Designed By: ____ Date: _____

Revisions

No.	Description	Init.	Date
4	ADDENDUM #4		07.23.19

CITY OF MILPITAS
ENGINEERING DIVISION

ALVISO ADOBE RENOVATION
PHASE V INTERIOR RESTORATION, PROJECT NO. 5055

DETAILS

Recommended for Bidding by: _____ Date _____
Woo Jee Kim, PE, CIP Manager

PROJECT NO. 16167
REC. DWG. NO. AV3.01
SCALE NTS
29 29

CITY OF MILPITAS
ENGINEERING DIVISION
BID SUMMARY

Project Name: Alviso Adobe Renovation, Phase 5 - Interior Restoration
Project No. : 5055
Bid Date: August 1, 2019 at 2 PM

						Apparent Low Bidder			
				Engineer's Estimate		CRW Industries, Inc.		Cal-Pacific Construction, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Base Contract Work	1	LS	$300,000.00	$300,000.00	$465,000.00	$465,000.00	$632,000.00	$632,000.00
	Total Base Bid				**$300,000.00**		**$465,000.00**		**$632,000.00**

Alternative Bid Item A

A	Resin Pavement	Add	LS	$65,000.00	$65,000.00	$58,900.00	$58,900.00	$336,000.00	$336,000.00
	Total Alternative Bid				**$65,000.00**		**$58,900.00**		**$336,000.00**

	Total Base Bid Plus Alternative Bid				**$365,000.00**		**$523,900.00**		**$968,000.00**

List of Sub-Contractors

Description	CRW Industries, Inc.	Cal-Pacific Construction, Inc.
Abatement		CPM Environmental
Demolition		Excel Site Services
Glazing		Core Glass
Tile		K2 Tile
Plumbing		Red Stone Plumbing
Electrical		JD Young Electrical
Resin Paving		Suarez & Munoz Construction, Inc.

Construction Change Order Policy for Alviso Adobe Renovation, Phase V, Project No. 5055.

2007 City Council Approved Construction Change Order Policy

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

Alviso Adobe Renovation, Phase V Project Change Order Policy

Construction Award	**Individual Administrative**	**Cumulative**
Award Amount	**Change Order Authority**	**Change Order Authority**
$523,900	N/A	$160,000

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution Approving Project Plans and Specifications, Awarding Construction Contract for TASP On-Street Parking Program Project 2017, and Authorizing the Interim City Manager to Execute the Contract with Chrisp Company**
Category:	Consent Calendar-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Steve Chan, 408-586-3324
Recommendation:	Adopt a resolution approving project Plans & Specifications, awarding a construction contract, and authorizing the Interim City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, Chrisp Company, in the amount of $116,130.00 for TASP On-Street Parking Program Project, Project No. 2017, and authorizing the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed $17,420.00 for the project.

Background:

City Council adopted Ordinance No. 43.212 on September 3, 2019, to limit continuous on-street parking to a maximum of 4-hour duration from 7am to 6pm, Monday – Friday, on public streets within a half mile radius from Milpitas Transit Center. The objective of the Ordinance is to discourage BART commuters from occupying public on-street parking spaces on workdays.

TASP On-Street Parking Program, Project No. 2017, (referred to herein as "Project") provides for the construction of sign post and installation of 4-hour time limited parking signage on public streets within a half-mile around Milpitas Transit Center per Ordinance No. 43.212.

Project Plans and Specifications are complete and now ready for City Council approval. The following streets are included in the Project:

STREET	LENGTH
• Gladding Court	Entire
• Piper Drive	Entire
• Merry Loop	Entire
• Garden Street	Entire
• McCandless Drive	Great Mall Parkway to Penitencia Creek
• Centre Pointe Drive	Entire
• Jubilee Drive	Entire
• Expedition Lane	Entire
• Momentum Drive	Entire
• Watson Court	Entire
• Pectan Court	Entire
• Sango Court	Entire
• Tarob Court	Entire
• Houret Drive	Entire

- Houret Court Entire

The Engineer's construction estimate for the Project is $125,000 and the Project Plans and Specifications (**Attachment 4**) are included in the Council's agenda packet. The complete full-size set of Plans and Specifications are available for review in the office of the City Engineer.

Analysis:
The Project was advertised in accordance with the Uniform Public Construction Cost Accounting Act. Bid opening was on September 6, 2019, and 1 sealed bid proposal was received. The lowest responsible bidder submitting a responsive bid is Chrisp Company, in the amount of $116,130.00. No bid protests were filed with the City in regards to this Project. The following is the list of bidders and their respective bid amounts. The bid result tabulation is included as **Attachment 2**.

Bidder	Total Base Bid
Chrisp Company	$116,130.00
Engineer's Estimate	$125,000.00

The bid price submitted by the bidder is 7% under the Engineer's Estimate.

Staff recommends the City Council award a construction contract to Chrisp Company, the lowest responsible bidder submitting a responsive bid, in the amount of $116,130.00

As 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 $17,420.00; approximately 15% 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: Deny approval of Project Plans and Specifications and award of the construction contract.
Pros: None.
Cons: Denial would cause delay in completing the street parking signage.
Reason not Recommended: Delay in award of construction contract will delay Project. Time limited Signage installation may not be completed before BART begins passenger service in December 2019.

Fiscal Impact:

As of August 15, 2019, the uncommitted balance for Project No. 2017 is $330,000.

Summary of Estimated Construction Cost:

Chrisp Company	$116,130.00
15% Contingency	$17,420.00
Total	$133,550.00

There is adequate funding to award this construction contract.

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

Recommendations:
Adopt Resolution approving Project Plans and Specifications, awarding the construction contract, authorizing the Interim City Manager to execute the contract with the lowest responsible bidder submitting a responsive bid, Chrisp Company, in the amount of $116,130.00, and authorizing the Engineering Director/City Engin

negotiate and execute contract change order(s) in an aggregate amount not to exceed $17,420.00 for the Project.

Attachments:
1: Resolution
2: Bid Tabulation
3: Change Order Policy
4: Project Plans and Specifications

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE PROJECT PLANS AND SPECIFICATIONS, AWARDING A CONSTRUCTION CONTRACT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, CHRISP COMPANY, IN THE AMOUNT OF $116,130.00 FOR THE TASP ON-STREET PARKING PROGRAM, PROJECT NO. 2017, AND AUTHORIZING THE ENGINEERING DIRECTOR/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED $17,420.00 FOR THE PROJECT

WHEREAS, TASP On-Street Parking Program, Project No. 2017 (referred to herein as "Project") provides for the construction of sign post and installation of 4-hour time limited parking signage on public streets within a half-mile around Milpitas Transit Center per Ordinance No. 43.212 on the following street segments:

	Street	Segment
•	Gladding Court	Entire
•	Piper Drive	Entire
•	Merry Loop	Entire
•	Garden Street	Entire
•	McCandless Drive	Great Mall Parkway to Penitencia Creek
•	Centre Pointe Drive	Entire
•	Jubilee Drive	Entire
•	Expedition Lane	Entire
•	Momentum Drive	Entire
•	Watson Court	Entire
•	Pectan Court	Entire
•	Sango Court	Entire
•	Tarob Court	Entire
•	Houret Drive	Entire
•	Houret Court	Entire

WHEREAS, the Engineer's Estimate for the Project is $125,000; and

WHEREAS, the Project was advertised and one (1) sealed bid proposal was received on September 6, 2019. The lowest responsible bidder submitting a responsive bid is Chrisp Company, in the amount of $116,130.00; 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 approve the Project plans and specifications; and

WHEREAS, staff recommends the City Council award a construction contract to Chrisp Company, the lowest responsible bidder submitting a responsive bid for the Project, and authorize the Interim City Manager to execute a contract in the amount of $116,130.00 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 $17,420.00; fifteen percent (15%) 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 approves the Project Plans and Specifications.

3. The City Council hereby awards the construction contract to and authorizes the Interim City Manager to execute the contract and related documents with the lowest responsible bidder submitting a responsive bid, Chrisp Company, in the amount of $116,130.00 for the Project.

4. The Director of Engineering/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed $17,420.00 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

ENGINEERING DIVISION

BID SUMMARY

Project Name: TASP On Street Parking

Project No. : 2017

Bid Date: Friday, September 6, 2019

				Engineering Estimate		**Chrisp Company**	
ITEM	**DESCRIPTION**	**Qty.**	**UNIT**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Mobilization	1	LS	$ 5,000.00	$ 5,000.00	$ 7,000.00	$ 7,000.00
2	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 16,000.00	$ 16,000.00
3	Water Pollution Control Program	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00
4	Furnish & Install Traffic Sign	163	EA	$ 365.00	$ 59,495.00	$ 225.00	$ 36,675.00
5	Furnish & Install Traffic Sign Post	89	EA	$ 400.00	$ 35,600.00	$ 495.00	$ 44,055.00
6	Spare Traffic Signs	60	EA	$ 165.00	$ 9,900.00	$ 165.00	$ 9,900.00
	Total Base Bid				**$124,995.00**		**$116,130.00**

Lowest Bidder

ATTACHMENT 3

Construction Change Order Policy for TASP On-Street Parking Program, CP 2017

2007 City Council Approved Construction Change Order Policy

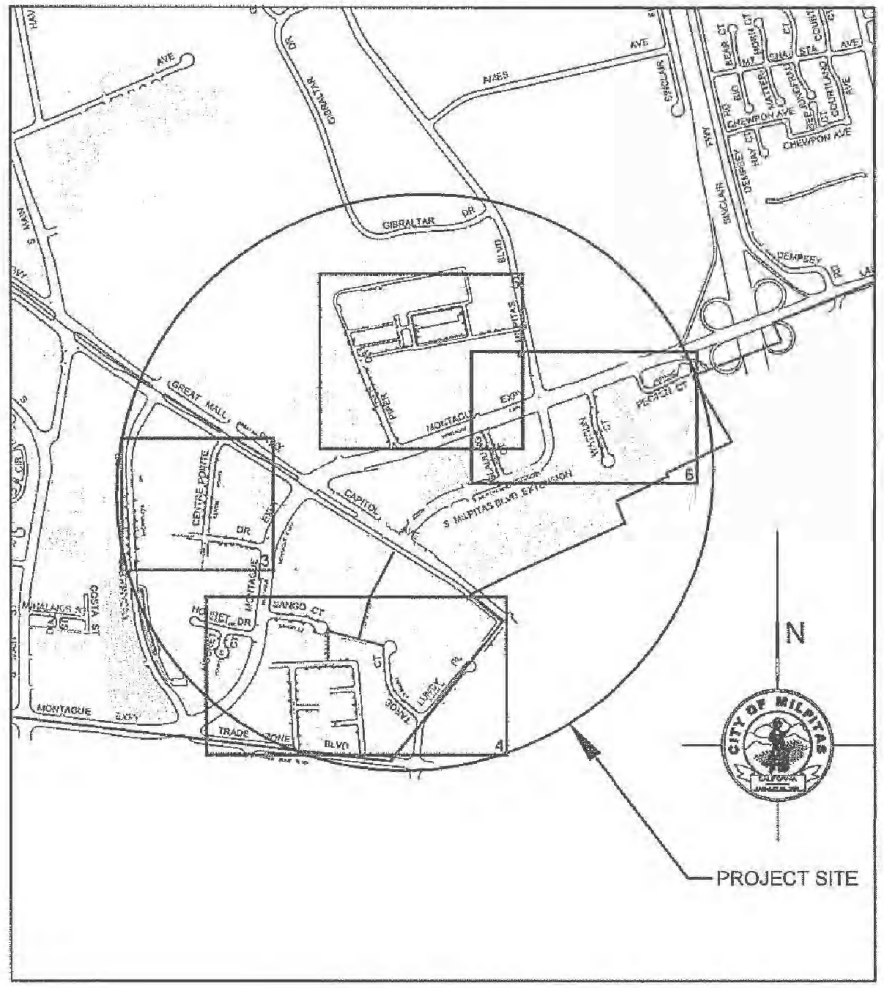
Construction Award Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
Under $50,000	$5,000	$7,500
Over $50,000	10% of Award or $25,000 whichever is smaller	15% of Award or $100,000 whichever is smaller

TASP On-Street Parking Program, CP 2017

Contract Award Amount	**Individual Administrative Change Order Authority**	**Cumulative Change Order Authority**
$116,130.00	N/A	$17,420.00

CITY OF MILPITAS

TRANSIT AREA SPECIFIC PLAN (TASP)
ON-STREET PARKING PROGRAM
PROJECT NO. 2017



PROJECT SITE LOCATION
Not To Scale

GENERAL NOTES:

1. ALL MATERIAL AND WORKMANSHIP SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS, SPECIFICATIONS, LATEST EDITION OF STANDARDS AND ORDINANCES OF THE CITY OF MILPITAS AND THE LATEST STATE STANDARD SPECIFICATIONS. STANDARD DRAWINGS AND DETAILS ARE AVAILABLE AT THE ENGINEERING DEPARTMENT, 408-586-3300. THE CONTRACTOR SHALL KEEP & MAKE AVAILABLE A COPY OF THE APPROVED PLANS & SPECIFICATIONS AT THE JOB SITE AT ALL TIMES WHEN WORK IS IN PROGRESS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL LAWS.
2. CONTRACTOR MUST NOTIFY THE CITY PROJECT INSPECTOR 48 HOURS IN ADVANCE BEFORE STARTING ANY WORK FOR THIS PROJECT.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES, CONTACT UNDERGROUND SERVICE ALERT (USA) AT (800)-642-2444 AND OBTAIN A REFERENCE NUMBER. ANY ADDED COST ON THE PART OF THE CONTRACTOR AS A RESULT OF THE ACTUAL LOCATIONS OF EXISTING UTILITIES BEING DIFFERENT FROM THOSE SHOWN ON THE PLANS SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT UNIT PRICE.
4. ALL QUANTITIES AND PAY ITEMS ARE AND WILL BE BASED ON ACTUAL FIELD MEASUREMENTS. ALL LOCATIONS OF UTILITY & MONUMENT LIDS & COVER ON PLANS ARE APPROXIMATE AND SHALL BE FIELD LOCATED AND VERIFIED PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION. ANY CONFLICT WITH THE DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CITY'S PROJECT ENGINEER.
6. CONTRACTOR SHALL MEET WITH PROJECT INSPECTOR AND SIGN OFF ON QUANTITIES WITHIN 48 HOURS OF COMPLETING EACH IMPROVEMENTS.
7. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND SHALL OBTAIN AN APPROVED CHANGE ORDER PRIOR TO EXCEEDING ESTIMATED QUANTITIES.
8. ALL RESPONSIBLE CONTRACTOR REPRESENTATIVES (CONTRACTOR'S SUPERINTENDENT AND SUBCONTRACTOR'S SUPERINTENDENT) WILL BE REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WHICH WILL BE SCHEDULED BY THE CITY PRIOR TO ISSUANCE OF NOTICE TO PROCEED AND THE COMMENCEMENT OF ANY WORK.
9. CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE CITY ENGINEER (AND UPDATE AS REQUIRED PER SPECIFICATIONS) FOR APPROVAL WITHIN 21 CALENDAR DAYS AFTER THE ISSUANCE OF THE NOTICE OF AWARD.
10. DETOUR OF THROUGH TRAFFIC TO NEARBY STREETS WILL NOT BE PERMITTED. CONTRACTOR MUST MAINTAIN AT LEAST ONE THROUGH TRAFFIC LANE, PER TRAVEL DIRECTION, AT ALL TIMES OR MAKE SPECIAL PROVISION TO ALLOW THROUGH TRAFFIC.
11. ALL EXISTING UTILITIES, IMPROVEMENTS, LANDSCAPING AND PROPERTY THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY ENGINEER, AT CONTRACTOR'S SOLE EXPENSE.
12. SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING PUBLIC SAFETY, WORKER SAFETY AND PROPERTY, INCLUDING COMPLIANCE WITH REQUIREMENTS AND PERMIT CONDITIONS OF THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY. (THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT JUST DURING WORKING HOURS) AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THE CONDITIONS. THE CITY JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES. WHENEVER THE CONTRACTOR'S OPERATIONS CREATE A CONDITION HAZARDOUS TO TRAFFIC OR PUBLIC, CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN APPROPRIATE TRAFFIC SAFETY DEVICES AND SIGNAGE TO PREVENT ACCIDENTS OR DAMAGE OR INJURY TO THE PUBLIC.
13. CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFTEY AND HEALTH STANDARDS AND REGUALTIONS BY THE CITY, STATE AND FEDERAL.
14. HAUL ROUTES SHALL BE ONLY ON THOSE STREETS AS PRE-APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ALLOW MATERIAL TO BLOW OR SPILL OVER AND UPON SAID ADJACENT, PUBLIC OR PRIVATE PROPERTY WHEN HAULING EARTH, SAND, GRAVEL, STONE, DEBRIS, PAPER, OR ANY SUBSTANCE OVER ANY PUBLIC STREET, ALLEY OR PUBLIC PLACE.
15. ALL SURVEY MONUMENTATIONS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A CALIFORNIA LICENSED LAND SURVEYOR AT THE DIRECTION OF THE CITY ENGINEER, AT THE CONTRACTOR'S SOLE EXPENSE.
16. NO CONSTRUCTION IS PERMITTED ON THE FOLLOWING HOLIDAYS: NEW YEARS DAY, MARTIN LUTHER KING BIRTHDAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY.
17. CONTRACTOR SHALL COMPLY WITH THE CITY'S NON-POINT SOURCE POLLUTION PREVENTION ORDINANCE AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND USE/INSTALLATION OF BEST MANAGEMENT PRACTICES (BMP) FOR THIS PROJECT.
18. CONTRACTOR SHALL MAINTAIN THE PROJECT SITES IN A NEAT AND PROFESSIONAL CONDITION AT ALL TIMES. CONTRACTOR SHALL NOT STORE MATERIALS ON PUBLIC RIGHT OF WAY. CONTRACTOR SHALL REMOVE ALL DEBRIS, MATERIALS AND EQUIPMENT AT THE END OF EACH WORKING DAY.
19. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN WALKWAYS/PATHS THAT ARE ADA COMPLIANT TO TRAVERSE AROUND WORK AND FOR EVERY PEDESTRIAN RAMP/SIDEWALK SECTION REMOVED.
20. ANY OPERATION THAT CREATES DUST SHALL BE STOPPED IMMEDIATELY IF DUST AFFECTS ADJACENT PROPERTIES. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES AND A DUST PALLIATIVE MAY BE REQUIRED BY THE CITY ENGINEER. MUD TRACKED ONTO STREETS OR ADJACENT PROPERTIES SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. STREETS SHALL BE SWEPT AT CONTRACTOR'S EXPENSE AS REQUIRED BY THE PROJECT SPECIFICATIONS AND AS DIRECTED BY THE CITY ENGINEER.
21. CONTRACTOR SHALL COMPLY WITH THE CITY OF MILPITAS SOUND CONTROL ORDINANCE, THE CONTRACTOR SHALL NOT ENGAGE OR PERMIT OTHERS TO ENGAGE IN ANY CONSTRUCTION RELATED OPERATIONS INCLUDING DELIVERY OF MATERIALS AND/OR EQUIPMENT TO OR FROM THE CONSTRUCTION SITE EXCEPT WITHIN THE HOURS OF 7:00 AM TO 7:00 PM ON WEEKDAYS AND WEEKENDS, UNLESS OTHERWISE SPECIFIED IN SPECIFICATIONS.
22. CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS INCLUDING FLAG PERSONS PER SPECIFICATIONS ON CALIFORNIA MUTCD 2014 REVISION 3 (March 9, 2018). CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN, SUBJECT TO THE APPROVAL OF THE CITY ENGINEER, PRIOR TO THE START OF WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED PLAN IN THE FIELD.

GENERAL NOTES:

23. AT ALL TIMES, THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF CONES, TEMPORARY SIGNAGE, AND OTHER TRAFFIC CONTROL AND SAFETY DEVICES AT HAND IN ORDER TO SAFELY PROSECUTE THE WORK AND TO DIRECT TRAFFIC INCLUDING BICYCLIST AND PEDESTRIANS AS DETERMINED BY THE CITY ENGINEER.
24. SIDEWALKS AND DRIVEWAYS SHALL NOT BE BLOCKED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER.
25. CONTRACTOR'S LICENSE REQUIREMENTS ARE NOTED IN THE CONTRACT SPECIFICATIONS AND NOTICE INVITING BIDS.
26. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY OF MILPITAS AND ITS AUTHORIZED REPRESENTATIVES AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
27. UNLESS NOTED OTHERWISE, THERE WILL BE NO STREET CLOSURES. CONTRACTOR MUST MAKE PROVISIONS TO ALLOW FOR THROUGH TRAFFIC AND ACCESS TO ALL DRIVEWAYS. CONTRACTOR MUST STAGE ACCORDINGLY AND NOT REMOVE ANY LARGER AREAS THAN CAN BE CONSTRUCTED AND REOPENED IN A GIVEN DAY.
28. ALL UTILITY BOXES & LID REMOVED AND REPLACED IN CONJUNCTION WITH MISCELLANEOUS CONCRETE SHALL BE INSTALLED TO FINISHED GRADE.
29. THE CITY OF MILPITAS ORDINANCE NO. 240.2, PROHIBITS POTABLE WATER USE FOR CONSTRUCTION ACTIVITIES SUCH AS DUST CONTROL, COMPACTION, AND BUILDING PAD TREATMENT. REFER TO THE LATEST "SOUTH BAY WATER RECYCLING RECYCLED WATER ACCESS POINTS PROGRAM IMPLEMENTATION PLAN" FOR PERMITTING REQUIREMENTS GUIDELINES, AND RESPONSIBLE PERSON TRAINING AND EQUIPMENT CERTIFICATION.
30. "NO PARKING SIGNS" SHALL CONFORM TO CONTRACT SPECIFICATION AND THE CONTRACTOR SHALL POST SIGNS MINIMUM OF 72 HOURS PRIOR TO START OF WORK.

SHEET INDEX:

SHEET 1	TITLE SHEET
SHEET 2	LEGEND AND DETAIL SHEET
SHEET 3	IMPROVEMENTS ON MCCANDLESS DR., CENTRE POINTE DR.,
SHEET 4	IMPROVEMENTS ON HOURET DR., SANGO CT., EXPEDITION LN., MOMENTUM DR., JOURNEY ST., LUNDY PL.
SHEET 5	IMPROVEMENTS ON PIPER DR., GARDEN ST., MERRY LP.,
SHEET 6	IMPROVEMENTS ON GLADDING CT., WATSON CT., PECTEN CT.
SHEET 7	BLUE PRINT FOR A CLEAN BAY

NOTE: CONTRACTOR'S LICENSE
A prime contractor bidding on this project shall possess a Class A, C-45, or D-42 license from the Contractor's State License Board.

REGISTERED PROFESSIONAL ENGINEER
STEVEN PATRICK ERICKSON
C-57242
Exp. 12-31-19
CIVIL
STATE OF CALIFORNIA

BEFORE EXCAVATING
CALL U. S. A.
UNDERGROUND SERVICE ALERT
1-800-227-2600
48 HOURS BEFORE ALL PLANNED WORK OPERATION

Designer Stamp

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public improvements initially Accepted by the City Council on _____ Res. No. _____

Drawn By: TC Date: 08/19
Checked By: SC Date: 08/19
Designed By: TC Date: 08/19

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

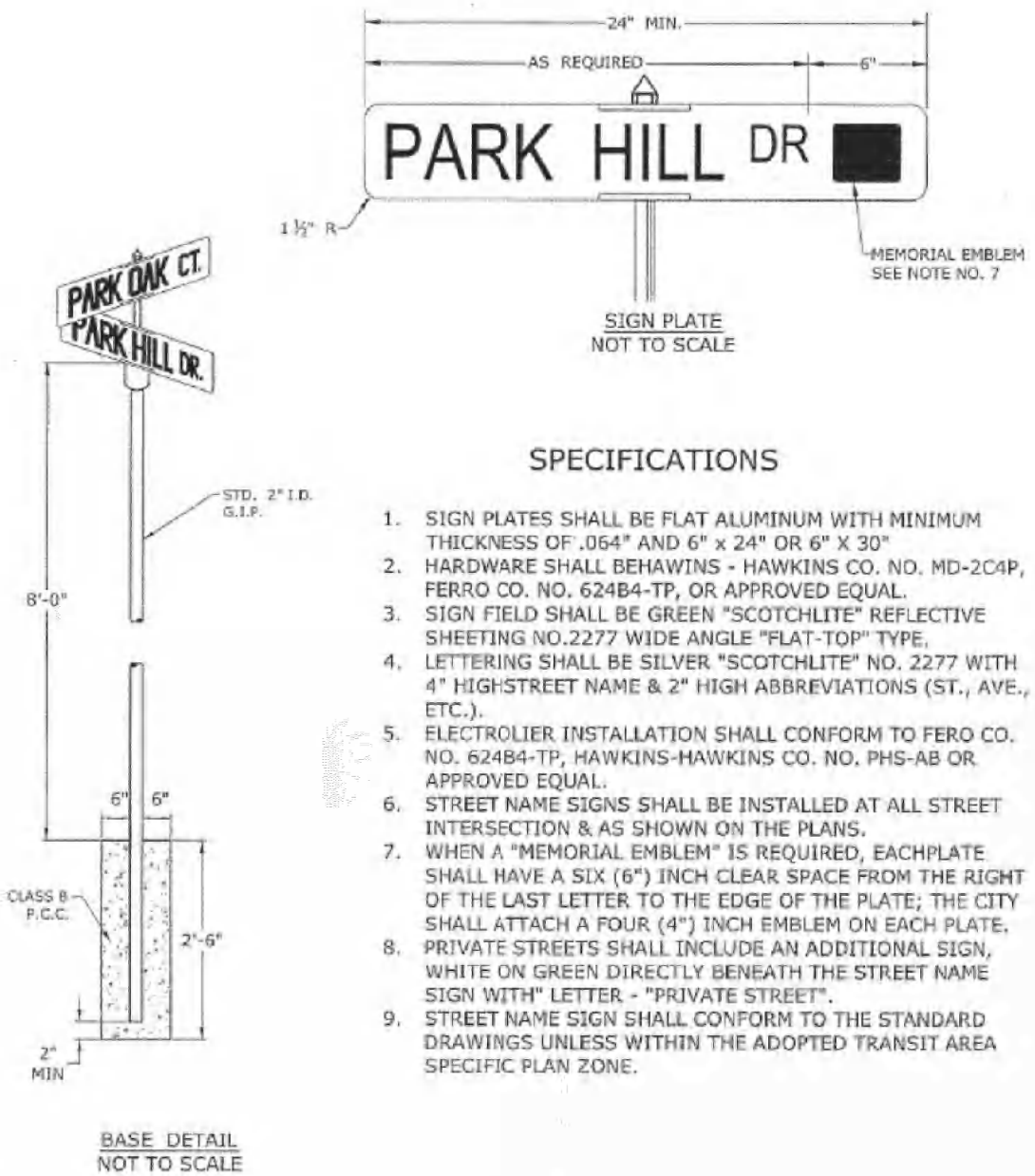
TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

TITLE SHEET

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/6/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

APPROVED FOR BIDDING BY: _____ DATE: 8/24/19
Steven P Erickson P.E. City Engineer

PROJECT NO. 2017
Rec. Dwg No.
SCALE: NTS
SHEET 1 OF 7



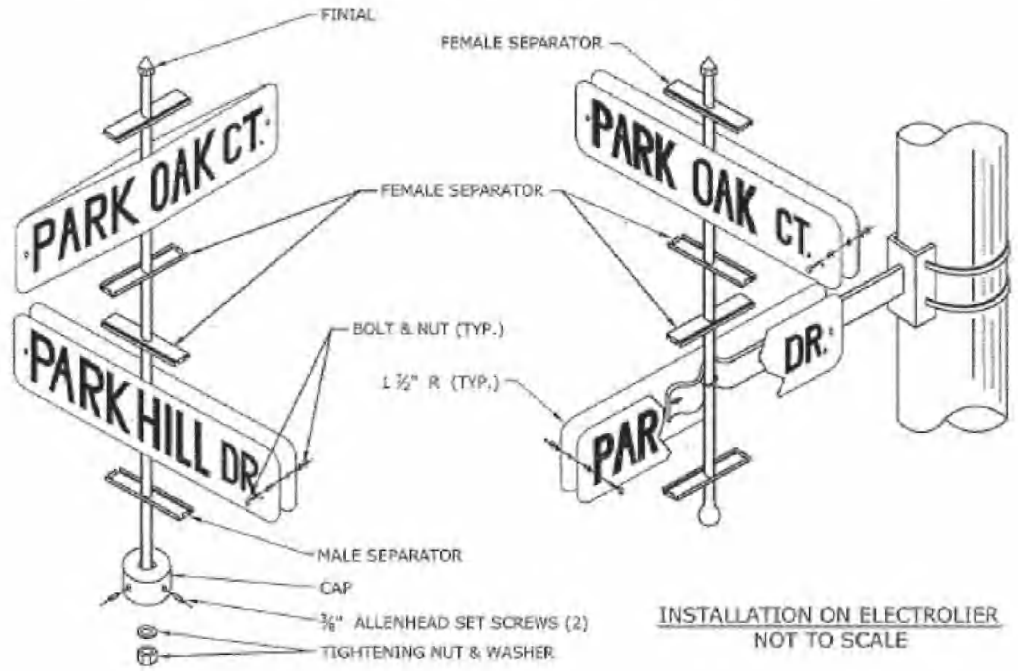
SPECIFICATIONS

1. SIGN PLATES SHALL BE FLAT ALUMINUM WITH MINIMUM THICKNESS OF .064" AND 6" x 24" OR 6" X 30"
2. HARDWARE SHALL BEHAWINS - HAWKINS CO. NO. MD-2C4P, FERRO CO. NO. 624B4-TP, OR APPROVED EQUAL.
3. SIGN FIELD SHALL BE GREEN "SCOTCHLITE" REFLECTIVE SHEETING NO.2277 WIDE ANGLE "FLAT-TOP" TYPE.
4. LETTERING SHALL BE SILVER "SCOTCHLITE" NO. 2277 WITH 4" HIGHSTREET NAME & 2" HIGH ABBREVIATIONS (ST., AVE., ETC.).
5. ELECTROLIER INSTALLATION SHALL CONFORM TO FERO CO. NO. 624B4-TP, HAWKINS-HAWKINS CO. NO. PHS-AB OR APPROVED EQUAL.
6. STREET NAME SIGNS SHALL BE INSTALLED AT ALL STREET INTERSECTION & AS SHOWN ON THE PLANS.
7. WHEN A "MEMORIAL EMBLEM" IS REQUIRED, EACHPLATE SHALL HAVE A SIX (6") INCH CLEAR SPACE FROM THE RIGHT OF THE LAST LETTER TO THE EDGE OF THE PLATE; THE CITY SHALL ATTACH A FOUR (4") INCH EMBLEM ON EACH PLATE.
8. PRIVATE STREETS SHALL INCLUDE AN ADDITIONAL SIGN, WHITE ON GREEN DIRECTLY BENEATH THE STREET NAME SIGN WITH" LETTER - "PRIVATE STREET".
9. STREET NAME SIGN SHALL CONFORM TO THE STANDARD DRAWINGS UNLESS WITHIN THE ADOPTED TRANSIT AREA SPECIFIC PLAN ZONE.

BASE DETAIL
NOT TO SCALE

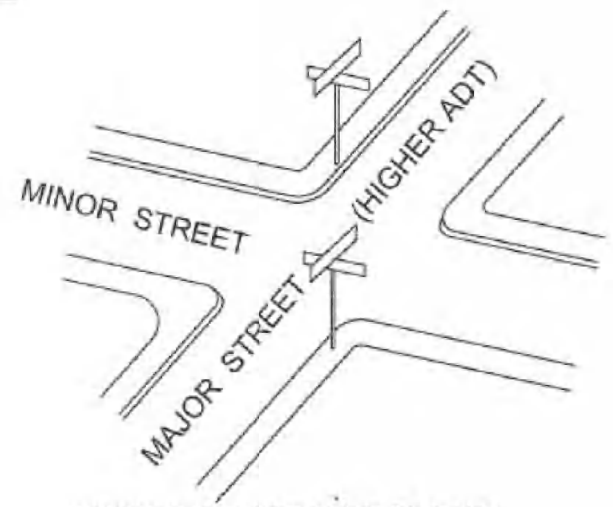
CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	STREET NAME SIGN	STANDARD DRAWING NO. 439
1	1997		DATE : 6/15/10
2	2001		
3	2010	3 APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No.40283	SHEET 1 OF 2

DETAIL A: STREET NAME SIGN (ON NEW POST)



INSTALLATION ON ELECTROLIER
NOT TO SCALE

INSTALLATION ON PIPE
NOT TO SCALE



TYPICAL STREET NAME SIGN LOCATIONS
NOT TO SCALE

CITY OF MILPITAS, ENGINEERING DIVISION			
REVISION	DATE	STREET NAME SIGN	STANDARD DRAWING NO. 439
1	1997		DATE : 6/15/10
2	2001		
3	2010	3 APPROVED BY: PUBLIC WORKS DIRECTOR / CITY ENGINEER RCE No.40283	SHEET 2 OF 2

DETAIL B: STREET NAME SIGN (ON EXISTING POST / ELECTROLIER)

CONSTRUCTION NOTES:

1. FINAL SIGN AND SIGN POST FIELD LOCATION TO BE DETERMINED BY THE ENGINEER
2. MAINTAIN 8 FEET MINIMUM VERTICAL CLEARANCE FROM BOTTOM OF SIGN TO THE TOP OF SIDEWALK.
3. IF SIGNS ARE INSTALLED IN THE SIDEWALK, MAINTAIN 1.5 FEET MINIMUM HORIZONTAL CLEARANCE TO THE FACE OF CURB
4. GENERAL GUIDANCE, MAINTAIN 100'-150' SPACING BETWEEN EACH SIGN.

SIGN CHART:

1. ALL SIGNS SHALL BE R32(CA) MODIFIED (18" X 12") AND STATE:
   4 HOUR PARKING, 7 AM-6PM, MON-FRI EXCEPT HOLIDAYS

SIGN DETAIL C

SIGN DETAIL D

SIGN DETAIL E

Designer Stamp:

Record Drawings

Designer: _____ Date: _____
Public Works Inspector: _____ Date: _____
Utility/Facility Dept. Head: _____ Date: _____
Project Engineer: _____ Date: _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: TC Date: 08/2019
Checked By: SC Date: 08/2019
Designed By: TC Date: 08/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

LEGEND & DETAIL SHEET

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/16/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

PROJECT NO. 2017
Rec. Dwg No.
SCALE: NTS
SHEET 2 OF 7

CONSTRUCTION NOTES:

1. FINAL SIGN AND SIGN POST FIELD LOCATION TO BE DETERMINED BY THE ENGINEER
2. MAINTAIN 8 FEET MINIMUM VERTICAL CLEARANCE FROM BOTTOM OF SIGN TO THE TOP OF SIDEWALK.
3. IF SIGNS ARE INSTALLED IN THE SIDEWALK, MAINTAIN 1.5 FEET MINIMUM HORIZONTAL CLEARANCE TO THE FACE OF CURB
4. GENERAL GUIDANCE, MAINTAIN 100'-150' SPACING BETWEEN EACH SIGN. SIGN LOCATIONS ARE NOT DRAWN TO SCALE.

LEGEND & CONSTRUCTION NOTES:

- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) OR NEW SIGN POST PER DETAIL A.
- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) ON EXISTING SIGN POST OR STREET LIGHT POLE PER DETAIL B
- FURNISH AND INSTALL NEW SIGN (DETAIL D OR E) DEPENDING ON ARROW DIRECTION ON NEW OR EXISTING POST OR STREET LIGHT POLE
- EXISTING STREET LIGHT POLE AND IDENTIFICATION NUMBER

Designer Stamp:

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: TC Date: 08/2019

Checked By: SC Date: 08/2019

Designed By: TC Date: 08/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

IMPROVEMENTS ON MCCANDLESS DR. & CENTRE POINTE DR.

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/16/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

PROJECT NO. 2017
Rec. Dwg No.
SCALE: 1" : 75'
SHEET 3 OF 7

CONSTRUCTION NOTES:

1. FINAL SIGN AND SIGN POST FIELD LOCATION TO BE DETERMINED BY THE ENGINEER
2. MAINTAIN 8 FEET MINIMUM VERTICAL CLEARANCE FROM BOTTOM OF SIGN TO THE TOP OF SIDEWALK.
3. IF SIGNS ARE INSTALLED IN THE SIDEWALK, MAINTAIN 1.5 FEET MINIMUM HORIZONTAL CLEARANCE TO THE FACE OF CURB
4. GENERAL GUIDANCE, MAINTAIN 100'-150' SPACING BETWEEN EACH SIGN. SIGN LOCATIONS ARE NOT DRAWN TO SCALE.

LEGEND & CONSTRUCTION NOTES:

- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) OR NEW SIGN POST PER DETAIL A.
- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) ON EXISTING SIGN POST OR STREET LIGHT POLE PER DETAIL B
- FURNISH AND INSTALL NEW SIGN (DETAIL D OR E) DEPENDING ON ARROW DIRECTION ON NEW OR EXISTING POST OR STREET LIGHT POLE
- EXISTING STREET LIGHT POLE AND IDENTIFICATION NUMBER (M3194)

Designer Stamp:

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: TC Date: 08/2019

Checked By: SC Date: 08/2019

Designed By: TC Date: 08/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

IMPROVEMENTS ON HOURET, SANGO CT, TAROB CT, LUNDY PL, MOMENTUM DR, EXPEDITION LN, AND JOURNEY ST

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/16/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

PROJECT NO. 2017
Rec. Dwg No.
SCALE: 1" : 100'
SHEET 4 OF 7

500

CONSTRUCTION NOTES:

1. FINAL SIGN AND SIGN POST FIELD LOCATION TO BE DETERMINED BY THE ENGINEER
2. MAINTAIN 8 FEET MINIMUM VERTICAL CLEARANCE FROM BOTTOM OF SIGN TO THE TOP OF SIDEWALK.
3. IF SIGNS ARE INSTALLED IN THE SIDEWALK, MAINTAIN 1.5 FEET MINIMUM HORIZONTAL CLEARANCE TO THE FACE OF CURB
4. GENERAL GUIDANCE, MAINTAIN 100'-150' SPACING BETWEEN EACH SIGN. SIGN LOCATIONS ARE NOT DRAWN TO SCALE.

LEGEND & CONSTRUCTION NOTES:

- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) OR NEW SIGN POST PER DETAIL A.
- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) ON EXISTING SIGN POST OR STREET LIGHT POLE PER DETAIL B
- FURNISH AND INSTALL NEW SIGN (DETAIL D OR E) DEPENDING ON ARROW DIRECTION ON NEW OR EXISTING POST OR STREET LIGHT POLE
- EXISTING STREET LIGHT POLE AND IDENTIFICATION NUMBER

Designer Stamp:

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: TC Date: 08/2019

Checked By: SC Date: 08/2019

Designed By: TC Date: 08/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

IMPROVEMENTS ON PIPER DR., GARDEN ST., BARCELONA LP., & MERRY LP.

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/16/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

PROJECT NO. 2017
Rec. Dwg No.
SCALE: 1" : 75'
SHEET 5 OF 7

501

CONSTRUCTION NOTES:

1. FINAL SIGN AND SIGN POST FIELD LOCATION TO BE DETERMINED BY THE ENGINEER
2. MAINTAIN 8 FEET MINIMUM VERTICAL CLEARANCE FROM BOTTOM OF SIGN TO THE TOP OF SIDEWALK.
3. IF SIGNS ARE INSTALLED IN THE SIDEWALK, MAINTAIN 1.5 FEET MINIMUM HORIZONTAL CLEARANCE TO THE FACE OF CURB
4. GENERAL GUIDANCE, MAINTAIN 100'-150' SPACING BETWEEN EACH SIGN. SIGN LOCATIONS ARE NOT DRAWN TO SCALE.

LEGEND & CONSTRUCTION NOTES:

- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) OR NEW SIGN POST PER DETAIL A.
- FURNISH AND INSTALL NEW PARKING SIGN (DETAIL C) ON EXISTING SIGN POST OR STREET LIGHT POLE PER DETAIL B
- FURNISH AND INSTALL NEW SIGN (DETAIL D OR E) DEPENDING ON ARROW DIRECTION ON NEW OR EXISTING POST OR STREET LIGHT POLE
- EXISTING STREET LIGHT POLE AND IDENTIFICATION NUMBER

75 0 37.5 75 150
(IN FEET)
SCALE: 1" = 75'

Designer Stamp:

Record Drawings

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Utility/Facility Dept. Head: _____ Date: _____

Project Engineer: _____ Date: _____

Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

Drawn By: TC Date: 08/2019

Checked By: SC Date: 08/2019

Designed By: TC Date: 08/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

IMPROVEMENTS ON GLADDING CT., WATSON CT., & PECTEN CT.

RECOMMENDED FOR BIDDING BY: _____ DATE: 8/16/19
Steve Chan T.E. E.E. Transportation & Traffic Manager

PROJECT NO. 2017
Rec. Dwg No.
SCALE: 1" : 75'
SHEET 6 OF 7

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.

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

Santa Clara Valley Urban Runoff Pollution Prevention Program

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) 945-3300
Serving Milpitas, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga

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.

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 into 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 application 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, protect 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.

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 drains 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.

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 ground cloths 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 onsite 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.

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.

Earth-Moving and Dewatering Activities

Who should use this information?

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

Storm Drain Pollution from Earth-Moving Activities

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

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

Doing the Job Right
General Business Practices

- ☐ Schedule excavation and grading work during dry weather.
- ☐ Perform major equipment repairs away from the job site.
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ☐ Do not use diesel oil to lubricate equipment parts or clean equipment.
- ☐ Protect downslope drainage courses, streams, and storm drains with wattles, or temporary drainage swales. Use check dams or ditches to divert runoff around excavations. Refer to the Regional Water Quality Control Board's Erosion and Sediment Control Field Manual 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, discolorations, 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 not sediment-laden) or sanitary sewer. Or, you may be required to collect and haul pumped groundwater offsite for treatment and disposal at an appropriate treatment facility.

Check for Sediment Levels

- ☐ If the water is clear, the pumping time is less than 24 hours, and the flow rate is less than 20 gallons per minute, you may discharge to the street or storm drain.
- ☐ If the pumping time is more than 24 hours and the flow rate greater than 20 gpm, call your local wastewater treatment plant for guidance.
- ☐ If the water is not clear, collect must be filtered or settled out by pumping to a settling tank prior to discharge. Options for filtering include:
  - Pumping through a perforate pipe sock part way into a small pit filled with gravel;
  - Pumping from a bucket placed below water level using a submersible pump;
  - Pumping through a filtering device such as a swimming pool filter or filter fabric wrapped around end of suction pipe.
- ☐ When discharging to a storm drain, protect the inlet using a barrier of burlap bags filled with drain rock, or cover inlet with filter fabric anchored under the grate. Pump water through a grassy swale prior to discharge.

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 pumped 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.

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, cement 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 coats, slurry seal, fog seal, or similar materials.
- ☐ Protect drainage ways by using earth dikes, sand bags, or other controls to divert or trap and filter runoff.
- ☐ Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ☐ Cover stockpiles (asphalt, sand, dirt) and other construction materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs 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 it 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 liquid in storm drains.

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 materials and wastes, adhesives and cleaning fluids should be recycled when possible, or disposed of properly to prevent these materials from flowing into storm drains and watercourses.

Doing the Job Right
Handling Paint Products

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

Paint Removal

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

Painting Cleanup

- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, French drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain. Dispose of excess liquids and grease 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.

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 that 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 control 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 streets 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, cleaned vegetation, paper, rock, and vehicle maintenance materials such as used oil, antifreeze, batteries, and rags.
- ☐ 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 disturbance is 1 acre or more. Information on the General Permit can be obtained from the Regional Water Quality Control Board.

Landscaping, Gardening, And Pool Maintenance

Who should use this information?

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

Storm Drain Pollution from Landscaping and Swimming Pool Maintenance

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

Doing the Job Right
General Business Practices

- ☐ Protect stockpiles (e.g. asphalt, sand, or soil) and landscaping materials from wind and rain by storing them under tarps or covered 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 sampling 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 cleanout.
- ☐ 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) 945-3300. You may be able to discharge to the sanitary sewer by running the hose to a utility sink or sewer pipe clean-out.
- ☐ Do not use copper-based algaecides. Control algae with chlorine or other alternatives, such as sodium bromide.

Filter Cleaning

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

Milpitas Municipal Code (MMC) 2014

XI-16-11 Accidental Discharge - Notification

(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 ocean 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 pavements, or the equipment and other facilities of any commercial business, or any other public or private facility;
(3) Discharges of runoff from material storage areas, including containing chemicals, fuels, or other potentially polluting or hazardous materials;
(4) Discharges of pool or fountain water containing chlorine, biocides, or other chemicals; discharges of pool or fountain filter backwash water;
(5) Discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; and
(6) Discharges of food-related wastes (e.g., grease, fish processing, and restaurant kitchen mat and trash bin wash water, etc.)
The City, at its sole option, may direct the person or persons responsible for the discharge to perform cleanup activities when it is deemed by the City that the person or persons have the capability to perform such activities. All violations shall be corrected in a timely manner before the next rain event, but no longer than ten (10) business days after the violations are discovered.
(b) The person deemed by the City responsible for the discharge shall, within five (5) days of the date of occurrence, provide a detailed written statement to the City Manager or his or her designee describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. Such notification will not relieve persons of liability for violations of this Chapter or for any fines imposed on the City on account thereof under Section 13350 of the California Water Code, or for violation of Section 5650 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 wear 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 1-14.09-1 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 V-500-8.00 through V-500-8.06. The schedule of fines for administrative citations issued for violations of this Chapter shall be set forth in the schedule of fines established by resolution of the City Council.

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

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

Designer's Stamp

Record Drawings

Project Engineer: _____ Date: _____

Designer: _____ Date: _____

Public Works Inspector: _____ Date: _____

Public Improvements Initially Accepted by the City Council on _____

Drawn By: TC Date: 8/2019

Checked By: SC Date: 8/2019

Designed By: TC Date: 8/2019

Revisions

Num.	Description	Engr. Aprv.	Date

CITY OF MILPITAS
ENGINEERING DIVISION

TASP ON-STREET PARKING PROGRAM
PROJECT NO. 2017

BLUEPRINT FOR A CLEAN BAY

PROJECT NO. 2017
DRAWING NO.
E.P. NO.
SCALE:
SHEET: 7 of 7

503

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve a Maintenance Service Agreement with Technology, Engineering & Construction, Inc. dba TEC Accutite for Aboveground and Underground Storage Tank Maintenance and Certification Services for a Total Amount Not to Exceed $245,250 (Staff Contact: Chris Schroeder, 408-586-3161)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/17/2019
Staff Contact:	Chris Schroeder, 408-586-3161 and Tony Ndah, 408-586-2602
Recommendation:	Approve a five-year agreement with TEC Accutite for Aboveground and Underground Storage Tank Maintenance and Certification Services, for an amount of $49,050 in the first year and a total amount not to exceed $245,250 over the five-year period, subject to annual appropriation of funds.

Background:
This agreement is for monitoring, maintenance, certification, testing, and training services for the City's Aboveground Storage Tanks (ASTs) and Underground Storage Tanks (USTs) at the following locations:

Location	Address	Type
Bellew Pump Station	481 Murphy Ranch Drive	UST
Berryessa Pump Station	731 Folsom Circle	UST
California Circle Pump Station	1735 California Circle	AST
Fire Station 1	777 South Main Street	AST
Fire Station 2	1263 Yosemite Drive	AST
Fire Station 3	45 Midwick Drive	AST
Fire Station 4	775 Barber Lane	AST
Gibraltar Pump Station	641 Gibraltar Court	AST
Jurgens Pump Station	345 Jurgens Street	UST
Manor Pump Station	349 Marlyinn Drive	UST
McCarthy Pump Station	1001 North McCarthy Boulevard	AST
Murphy Ranch Pump Station	801 Murphy Ranch Drive	AST
Oak Creek Pump Station	1521 McCarthy Boulevard	AST
Penitencia Pump Station	944 La Honda Drive	UST
Pinewood Well	227 Lonetree Court	UST
Public Works Corporation Yard	1265 North Milpitas Boulevard	UST
Wrigley Ford Pump Station	75 Marylinn Drive	AST
Zone 2 Pump Station	1429 East Calaveras Boulevard	AST

Award of this agreement will provide the City of Milpitas with a dedicated and qualified contractor to perform AST and UST inspections, testing, and maintenance. Detailed inspections are required to monitor maintenance practices and to ensure that necessary repair work and maintenance are performed. Annual maintenance and certification services performed on the City's ASTs and USTs is essential to ensure that the tanks are operating in compliance with local, state, and federal regulations. Additionally, regular maintenance and testing of the fuel storage tanks is critical to ensure proper operation of the monitoring and dispensing equipment. These measures are important to prevent leaks or spills from the tanks, to protect the environment, and for worker and community safety.

The type of services that will be performed include:

- Designated Operator Visual Inspections
- Compliance Inspection/Monitoring Certification
- Overfill Prevention Equipment Inspection
- Spill Container Testing
- Secondary Containment Testing
- Integrity Testing
- Annual Designated Operator Facility Employee Training
- Air Quality Testing

Analysis:

On July 11, 2019, the Purchasing Division released an Invitation for Bid (IFB) for monitoring, maintenance, testing, and training services at eighteen (18) City locations. The IFB was publicly noticed in accordance with the City's municipal code and advertised on the City's website. Email notifications were sent to companies registered with the City via ProcureNow.com, the City's eProcurement system and a bid notification placed on PublicPurchase.com. Upon release, 154 firms received the solicitation notification and ten (10) firms downloaded the IFB documents. The Purchasing Division received two (2) proposals by the August 5, 2019 deadline to respond to the IFB. Technology, Engineering & Construction, Inc. dba TEC Accutite is the lowest responsive bidder and was within the City's estimate for these services. Staff then contacted TEC Accutite's references supplied with their bid and the responses were overwhelmingly positive from each respondent.

Policy Alternatives:

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

Pros: Increased work options for City staff.

Cons: City staff has limited resources in providing these services.

Reason not recommended: The City does not have the work force or equipment to perform AST and UST maintenance and certification services. The City would need to purchase equipment and hire additional staff, which would likely delay this work. By utilizing a contractor, all of the AST and UST sites will be tested on a regular schedule to remain compliant with Title 23 of the California Code of Regulations and Title 40 of the Code of Federal Regulations Part 112 to ensure proper operation. Additionally, awarding this agreement to a Contractor will enable the City to continue to comply with annual regulatory testing, conduct routine maintenance, and provide for unforeseen repairs.

Fiscal Impact:

This project will be funded in the amount of $49,050 from the FY 2019-20 operations budget of the Public Works Department. Funds for the remaining years on this agreement will be subject to the annual appropriation of funds by Council during the annual budget process.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in

a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve a five-year agreement with TEC Accutite for Aboveground and Underground Storage Tank Maintenance and Certification Services, for an amount of $49,050 in the first year and a total amount not to exceed $245,250 over the five-year period, subject to annual appropriation of funds.

Attachment
Maintenance Service Agreement with Technology, Engineering & Construction, Inc. dba TEC Accutite for Aboveground and Underground Storage Tank Annual Services

CITY OF MILPITAS
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____**,** 2019 by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City") and **Technology, Engineering & Construction, Inc. dba TEC Accutite**, a California corporation with its principal place of business at **262 Michelle Court, South San Francisco, CA 94080** ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing storage tank maintenance and certification services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **Aboveground and Underground Storage Tank Maintenance and Certification Services** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Aboveground and Underground Storage Tank Maintenance and Certification Services maintenance services necessary for the Project ("Services"). The Services are more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term.

The term of this Agreement shall be from **October 15, 2019 to October 14, 2024**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars and Zero Cents ($100.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for

all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-

compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

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

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

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in **Exhibit "D"** attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in **Exhibit "D"** attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Forty-Five Thousand Two Hundred Fifty Dollars and Zero Cents ($245,250.00)** without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 California Labor Code Requirements

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

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole

responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

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

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

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

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement

3.5 General Provisions.

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

Contractor:

TEC Accutite
262 Michelle Court

South San Francisco, CA 94080
Attn: Anthony McIntyre

City:

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

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County,

California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

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

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

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

3.5.19 Wage Theft Prevention.

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

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR

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

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

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

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

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

3.5.20 Federal Provisions. [RESERVED]

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND TECHNOLOGY, ENGINEERING & CONSTRUCTION, INC. DBA TEC ACCUTITE

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

CITY OF MILPITAS
Approved By:

_____
Steve McHarris
Interim City Manager

_____
Date

Approved As To Form:

_____
Christopher J. Diaz
City Attorney

Approved:

_____
Walter C. Rossmann
Director of Finance

Approved As To Content:

_____
Tony Ndah
Director of Public Works

TECHNOLOGY, ENGINEERING & CONSTRUCTION, INC. dba TEC ACCUTITE

_____
Signature

_____
Name

_____
Title

_____
Date

EXHIBIT "A"

SCOPE OF SERVICES

1.01 Overview

The City of Milpitas is issuing this Invitation for Bids (IFB) for qualified service providers to provide five (5) years of monitoring, maintenance, testing, and training services for the City's Aboveground Storage Tanks (ASTs) and Underground Storage Tanks (USTs). All services performed will be to ensure that the City's Aboveground Storage Tanks (ASTs) and Underground Storage Tanks (USTs) are operating in compliance with state and federal regulations.

All services will be scheduled in advance with City staff and regulatory agencies. Annual compliance inspections/monitoring certification and triennial secondary containment testing must be coordinated with the County of Santa Clara Hazardous Materials Compliance Division. Additional work provided above and beyond the contract allowance will be provided at the contract's rates on a time-and-material basis.

1.02 Qualifications and Requirements

A. The Contractor's personnel must have at minimum two (2) years of experience in the field.
B. The Contractor's personnel must provide current certifications upon award of this contract and carry a valid certification throughout the term of the contract.
C. For Underground Storage Tanks (USTs) Services
    1. The Contractor's personnel must be an International Code Council (ICC) certified California UST Service Technician, California UST Designated Operator, and/or California UST Designated Inspector per Title 23 CCR Chapter 16, Section 2715. The Contractor's personnel must provide current certifications upon award of this contract and carry a valid certification throughout the term of the contract.
D. For Aboveground Storage Tanks (ASTs) Services
    1. The Contractor's personnel must have a valid tank testing license from the State Water Resources Control Board and be certified in the American Petroleum Institute (API) Standard 653 and/or the Steel Tank Institute (STI) SP001 inspection standards in order to provide tank integrity testing.
    2. The Contractor's personnel must have completed and passed an aboveground storage tank inspector training program.
E. The Contractor's personnel performing the work of a service technician must meet all of the following requirements:
    1. Possess or be employed by a person who possesses one of the following licenses: Class "A" General Engineering Contractor License, C-10 Electrical Contractor License, C-34 Pipeline Contractor License, C-36 Plumbing Contractor License, or a C-61 (D40) Limited Specialty Service Station Equipment and Maintenance Contractor License issued by the Contractors State License Board, as applicable. Individuals who possess a valid tank testing license issued by the State Water Resources Control Board will also satisfy the licensing requirement.

2. Be trained and certified by the manufacturer of the equipment as follows:
    i. For service technicians conducting secondary containment testing (SB 989), this training and certification may be obtained through the developer of the testing equipment or test method being used in accordance with Title 23 CCR Chapter 16, Section 2637, or through the manufacturer of the secondary containment system being tested, as applicable.
    ii. For service technicians performing work on monitoring equipment, training and certification shall be obtained from the manufacturer of the monitoring equipment.
    iii. For service technicians conducting spill container testing, this training and certification may be obtained through the manufacturer of the spill container being tested or through the developer of the testing equipment or test method being used.

1.03 Facilities

The Contractor shall provide services at the following facilities:

Location	Address	Type	Capacity (gallons)
Bellew Pump Station	481 Murphy Ranch Drive	UST GenSet	2,500 diesel
Berryessa Pump Station	731 Folsom Circle	UST	1,000 diesel
California Circle Pump Station	1735 California Circle	AST	1,000 diesel
Fire Station 1	777 South Main Street	AST	1,000 gas
Fire Station 1	777 South Main Street	AST	1,000 diesel
Fire Station 2	1263 Yosemite Drive	AST	1,000 diesel
Fire Station 3	45 Midwick Drive	AST	500 diesel
Fire Station 4	775 Barber Lane	AST	2,000 diesel
Gibraltar Pump Station	641 Gibraltar Court	AST GenSet	8,000 diesel
Jurgens Pump Station	345 Jurgens Street	UST	2,500 diesel
Manor Pump Station	349 Marlyinn Drive	UST GenSet	400 diesel
McCarthy Pump Station	1001 North McCarthy Boulevard	AST GenSet	2,000 diesel
Murphy Ranch Pump Station	801 Murphy Ranch Drive	AST	2,000 diesel
Oak Creek Pump Station	1521 McCarthy Boulevard	AST	2,000 diesel
Penitencia Pump Station	944 La Honda Drive	UST	1,000 diesel
Pinewood Well	227 Lonetree Court	UST	1,000 diesel
Public Works Corporation Yard	1265 North Milpitas Boulevard	UST	12,000 gas
Public Works Corporation Yard	1265 North Milpitas Boulevard	UST	12,000 diesel
Wrigley Ford Pump Station	75 Marylinn Drive	AST	5,000 diesel
Zone 2 Pump Station	1429 East Calaveras Boulevard	AST GenSet	1,000 diesel

1.04 Scope of Services

A. General
    1. The Contractor shall provide inspection, certification, and testing as specified herein. There shall be no additional cost to the City for these services.
    2. The Contractor personnel shall serve as the City's Designated UST Operator and UST Service Technicians and shall submit "Designated UST Operator

Identification Form" for City submittal via the California Environmental Reporting System (CERS).

3. All regular scheduled work shall be performed during normal business hours between 8:00 AM and 5:00 PM. A minimum notification of one (1) week for any scheduled work shall be given to the Public Works Maintenance Manager (PWMM) for Utilities or to the PWMM for Facilities & Fleet or to his designee (heretofore referred to as "City Personnel"). A list of personnel (including contact information) to be notified for scheduled work shall be provided to the Contractor by the City upon award of the contract.
4. Services include all labor, materials, equipment, tools, services, and supervision required to perform the work as described in the bid document.
5. The Contractor shall procure and pay for all permits and licenses necessary to perform the work identified.
6. The Contractor's personnel shall wear identifiable uniforms at all times on City of Milpitas property. The Contractor's personnel shall also provide picture identification upon request at any time while on City property.

B. Monthly Designated UST Operator Visual Inspections (UST)

1. The Designated UST Operator shall perform monthly visual inspections of all USTs for which they are designated as required by Title 23 CCR Chapter 16, Section 2716 per UST location. Written records shall be maintained as required.
2. The Designated UST Operator visual inspection shall identify compliance issues which cause the USTs to be out of compliance and shall include, but not be limited to, all of the following:
    i. Review of the previous month's "Designated Underground Storage Tank Operator Visual Inspection Report" to verify each compliance issue identified by the designated UST operator during the previous visual inspection has a documented action taken in response.
    ii. Review of the alarm history since the previous visual inspection to verify that each alarm condition was documented and responded to appropriately.
    iii. Review of the testing and maintenance records for the USTs to verify that all required testing and maintenance has been completed.
    iv. Review of the facility employee training records to verify that all facility employees have been trained.
    v. Inspect the spill container for damage and for the presence of any hazardous substance, water or debris.
    vi. Inspect the fill pipe for obstruction.
    vii. Inspect the fill cap to verify it is securely on the fill pipe.
    viii. Inspect under-dispenser containment area for damage and for the presence of any hazardous substance, water, or debris, and check that the monitoring equipment in these areas is located in the proper position to detect a leak at the earliest possible opportunity (for tanks with a fuel dispensing system).
    ix. Inspect containment sumps that have had an alarm since the previous visual inspection for which there is no record of a service visit. Inspect the

containment sumps for damage and for the presence of any hazardous substance, water, or debris, and check that the monitoring equipment in these containment sumps is located in the proper position to detect a leak at the earliest possible opportunity.

x. For double-walled sumps with interstitial monitoring, check for leaks in the interstitial area.

3. The results of each inspection shall be made on a "Designated Underground Storage Tank Operator Visual Inspection Report Form" and submitted to City Personnel within 48-hours from the inspection date. Attach records verifying previous issues addressed. Record outstanding issues identified from the prior inspection. The designated operator shall alert the City of any condition discovered during the monthly visual inspection that may require follow-up actions. Within 48 hours of being provided a copy of the monthly inspection report, the City shall provide a description of each corrective action taken or to be taken.

C. Annual Compliance Inspection/Monitoring Certification (UST/AST)

1. Monitoring certification is required on an annual basis and shall be performed in the presence of a County and City Fire Inspector. The Contractor shall give a minimum of 48-hour notice to local regulatory agencies. Upon completion of testing, a detailed test report will be provided to both the City and County.
2. An ICC certified California UST Service Technician shall perform annual compliance monitoring certification as required by Title 23 CCR Chapter 16, Section 2638 for all UST locations. All monitoring equipment shall be certified in accordance with manufacturer's instructions every 12 months for operability, proper operating condition, and proper calibration. These tests shall be performed in accordance with manufacturer's guidelines or standards. Written records shall be maintained as required.
3. The designated UST operator visual inspection shall identify compliance issues which cause the USTs to be out of compliance and shall include, but not be limited to, all of the following:
    i. Ensuring that floats (ATG, interstitial sensors, etc.) move freely.
    ii. Inspecting for kinks and breaks in cables.
    iii. Checking monitoring panel's backup battery.
    iv. Inspecting containment sumps for damage, debris, and liquids.
    v. Affixing a tag/sticker on each underground storage tank monitoring equipment component that is being certified.
        a. The tag/sticker shall be placed in a readily visible location by the service technician conducting the underground storage tank monitoring equipment certification and shall include the date the component was certified, repaired, or replaced, and the contractor's or tank tester's license number.
4. For ASTs, annual compliance monitoring certification will be performed by an API Standard 653 or STI SP001 certified service technician as required by 40 CFR 112 for AST locations. All monitoring equipment shall be certified every 12

months for operability, proper operating condition, and proper calibration. These tests shall be performed in accordance with manufacturer's guidelines or standards. Written records shall be maintained as required.

5. The monitoring equipment certification shall be made on a "Monitoring System Certification Form" and submitted to the City and County within 30 days after completion of the inspection.

D. Annual Overfill Prevention Equipment Inspection (UST/AST)
    1. Testing is required on an annual basis for all USTs and ASTs and shall be performed in the presence of a City Fire Inspector.
    2. The Contractor shall give a minimum of 48-hour notice to the local regulatory agency. Upon completion of testing, a detailed test report will be provided to both the City and the County.
    3. A certified UST/AST Service Technician shall perform overfill prevention equipment inspection as required by Title 23 CCR Chapter 16, Section 2637.1 for all UST locations to determine if the overfill prevention equipment is set and activates at the correct level.
    4. The overfill prevention equipment inspection shall be conducted using an inspection procedure that demonstrates that the overfill prevention equipment is set to activate at the correct level specified and will activate when the regulated stored substance reaches that level. These inspections shall be performed in accordance with the manufacturer's guidelines or standards. If there are no manufacturer's guidelines or standards, the overfill prevention equipment shall be inspected using an applicable method specified in an industry code or engineering standard. If there are no applicable manufacturer's guidelines, industry codes, or engineering standards, an inspection method approved by a state registered professional engineer shall be used.
    5. The results of the overfill prevention equipment inspection shall be recorded on the "Overfill Prevention Equipment Inspection Report Form" and submitted to the City and County within 30 days of inspection and must include a copy of the inspection procedure used and any documentation required to determine the results.

E. Annual Spill Container Testing (UST)
    1. An ICC certified California UST Service Technician shall perform spill container testing, on an annual basis and within 30 days of the date of the completion of a repair, as required by Title 23 CCR Chapter 16, Section 2637.1 for all UST locations to determine if the spill container is capable of containing spills until detected and cleaned up.
    2. Spill container testing shall be performed in the presence of a County inspector. The Contractor shall give a minimum of 48-hour notice to the local regulatory agency.
    3. The spill container tests shall be conducted using a testing procedure that demonstrates that the spill container is capable of containing the stored substance until it is detected and cleaned up. These tests shall be performed in accordance with manufacturer's guidelines or standards. If there are no manufacturer's

guidelines or standards, the spill container shall be tested using an applicable method specified in an industry code or engineering standard.

4. The results of the spill container test shall be recorded on the "Spill Container testing Report Form" and submitted to the City and County within 30 days of testing and include a copy of the test procedure used and any documentation required to determine the results.

F. Triennial Secondary Containment Testing (SB 989) (UST)
    1. An ICC certified California UST Service Technician shall perform Secondary Containment Testing as required by Title 23 CCR Chapter 16, Section 2637 every three (3) years for each UST location in accordance with the manufacturer's guidelines or standards.
    2. Testing shall be performed in the presence of a County inspector. The Contractor shall give a minimum of 48-hour notice to the local regulatory agency.
    3. Testing shall be performed without shutting down the site.
    4. The service technician shall maintain all systems to the standards of the manufacturer, including the addition of any new requirements of the governing authorities.
    5. The service technician shall use a method of continuous monitoring that automatically monitors the integrity of both the primary and secondary containment, such as components that are hydrostatically monitored or under constant vacuum or pressure.
    6. Testing shall include, but not be limited to, the following components: dispenser pans, tank annular spaces, secondary lines, and piping/fill sumps.
    7. The service technician shall prepare a report and review any outstanding issues, violations, or failed inspection items with City personnel. Recommendations for repair and pricing estimates shall be provided as necessary. The technician shall record the result on the "Secondary Containment Testing Report Form" and submit it to the City and County within 30 days of the completion of the inspection and include a copy of the test procedure used and any documentation required to determine the results.

G. Annual Designated Operator Facility Employee Training (UST/AST)
    1. An ICC certified California designated UST operator shall provide training on an annual basis to facility employees who have responsibilities associated with the operation and/or maintenance of UST/AST systems and to new employees within 30 days of date of hire.
    2. The training must include, but is not limited to, the following items as specified in Title 23 CCR Chapter 16:
        i. The operation of the UST and/or AST system in a manner consistent with the facility's Best Management Practices.
        ii. The facility employee's role with regard to UST and/or AST monitoring equipment as specified in the facility's UST/AST monitoring plan and/or SPCC.
        iii. The facility employee's roles with regard to spills and overfills as specified in the facility's UST/AST response plan.

iv. The name of the contact person(s) for emergencies and monitoring equipment alarms.

H. Annual Secondary Containment Testing (AST)
   1. Secondary Containment Testing shall be performed as required by 40 CFR 112 annually for each AST location in accordance with the manufacturer's guidelines or standards.
   2. Testing shall be performed in the presence of a County inspector. The Contractor shall give a minimum of 48-hour notice to local regulatory agency.
   3. Testing shall be performed without shutting down the site.
   4. The service technician shall maintain all systems to the standards of the manufacturer, including the addition of any new requirements of the governing authorities.
   5. The service technician shall use a method of continuous monitoring that automatically monitors the integrity of both the primary and secondary containment, such as components that are hydrostatically monitored or under constant vacuum or pressure.
   6. Testing shall include, but not be limited to, the following components: dispenser pans, tank annular spaces, secondary lines, and piping/fill sumps.
   7. The service technician shall prepare a report and review any outstanding issues, violations, or failed inspection items with City personnel. Recommendations for repair and pricing estimates shall be provided as necessary. All reports shall be submitted within 30 calendar days of the completion of the inspection.

I. Integrity Testing (AST)
   1. A certified inspector shall perform integrity testing as required at each AST location in accordance with US Environmental Protection Agency Oil Spill Prevention regulations found in 40 CFR 112.8(c) and the Spill Prevention, Control, and Countermeasure (SPCC) rule.
   2. The Contractor's personnel must have a valid tank testing license from the State Water Resources Control Board and be certified in the American Petroleum Institute (API) Standard 653 and/or the Steel Tank Institute (STI) SP001 inspection standards in order to provide tank integrity testing.
   3. Integrity testing shall be performed according to American Petroleum Institute (API) Standard 653 and/or Steel Tank Institute (STI) Standard SP001 at each AST location per schedule/every 5 years or as specified by the City.
   4. Examples of integrity tests include, but not be limited to, visual inspection, hydrostatic testing, radiographic testing, ultrasonic testing, acoustic emissions testing, or other systems of non-destructive testing.
   5. The Contractor shall also inspect the outside of the container for signs of deterioration, discharges, or accumulation of oil inside diked areas.
   6. The results of the integrity testing shall be submitted to the City and County within 30 days of inspection and must include a copy of the inspection procedure used and any documentation required to determine the results.

J. Additional Services at Gasoline Dispensing Facilities (Corporation Yard and Fire Station 1 UST/AST)

1. Gasoline Dispensing Facility (GDF) Testing
    i. Performance testing and inspection of GDF vapor recovery and control equipment by a certified contractor is required on an annual basis and shall be performed in the presence of a Bay Area Air Quality Management District (BAAQMD and City Fire Inspector.
    ii. The Contractor shall give a minimum of a 48-hour notice to local regulatory agencies prior to the performance of gasoline dispensing facility (GDF) testing per BAAQMD Regulation 8-7-301 and 302.
    iii. Upon completion of testing, GFD test results shall be submitted to the BAAQMD Source Test Section within 20 days of the test date.
2. California Air Resources Board (CARB) Vapor Recovery Certification
    i. The Contractor shall comply with Enhanced Vapor Recovery (EVR) requirements in accordance with CARB Executive Order VR-102 and Executive Order VR-204 for Phase II systems.

K. Additional Services
1. Additional services not included in the service contract shall be offered by the Contractor at the standard rates provided on the bid sheet on a Time-&-Material (T&M) basis.

EXHIBIT "B"

SCHEDULE OF SERVICES

Description	Frequency
Monthly Inspection (UST)	Monthly
Annual Monitoring System Certification (UST/AST)	Annually
Annual Overfill Prevention Equipment Inspection (UST/AST)	Annually
Annual Spill Container Testing (UST)	Annually
SB 989 Triennial Secondary Containment Testing (UST)	Tri-Annually
Annual Designated Operator Employee Training (UST/AST)	Annually
Annual Secondary Containment Testing (AST)	Annually
Integrity Testing (AST)	each
Annual Gasoline Dispensing Facility Testing (Corporation Yard & Fire Station 1)	Annually
Annual California Air Resources Board Vapor Recovery Certification (Corporation Yard & Fire Station 1)	Annually

EXHIBIT "C"

COMPENSATION

Description	Unit	Unit Cost
Monthly Inspection (UST)	each	$100.00
Annual Monitoring System Certification (UST/AST)	each	$400.00
Annual Overfill Prevention Equipment Inspection (UST/AST)	each	$350.00
Annual Spill Container Testing (UST)	each	$50.00
SB 989 Triennial Secondary Containment Testing (UST)	each	$900.00
Annual Designated Operator Employee Training (UST/AST)	each	$350.00
Annual Secondary Containment Testing (AST)	each	$500.00
Integrity Testing (AST)	each	$750.00
Annual Gasoline Dispensing Facility Testing (Corporation Yard & Fire Station 1)	each	$250.00
Annual California Air Resources Board Vapor Recovery Certification (Corporation Yard & Fire Station 1)	each	$500.00

[CONTINUES ON FOLLOWING PAGE]

Description	Unit	Total
Labor Rate (normal business hours, enter the number minimum number of ours into the 'Quantity' field)	2 hours (minimum)	$180.00
Trip Charge Note: It is understood by both parties that a single trip and not mileage may be invoiced by Contractor per service trip for the life of this contact. (e.g.: 1 UST/AST serviced for repairs – 1 trip charge; 3 UST/AST serviced for repairs – 1 trip charge)	lump sum	$80.00
Prices for Parts Shall be on a Cost-Plus Basis. The maximum percentage (%) of markup will be:		10%

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

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

_____

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

Surety Bonds:

X_ Contractor shall provide the following Surety Bonds:

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

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Other Insurance Provisions:

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

_X_ Additional Insured Status:

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

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

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

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

_X_ Primary Coverage:

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

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

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

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

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

X__ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X_ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of

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

____ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

EXHIBIT "E"

FEDERAL REQUIREMENTS

[RESERVED]

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve and Authorize the Interim City Manager to Execute an Improvement Agreement for a Commercial Development at 521 Alder Drive (Staff Contact: Steve Erickson, 408-586-3301)**
Category:	Consent Calendar-Community Development
Meeting Date:	9/3/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve and Authorize the Interim City Manager to Execute the Improvement Agreement between the City of Milpitas and LD Milpitas Property, LLC, subject to any revisions deemed legally necessary by the City Attorney.

Background:
On April 25, 2018, the Planning Commission conditionally approved a Site Development Permit (SD17-0005), Conditional Use Permit (UP17-0004), Variance (VA17-0001) and Environmental Assessment (EA17-0002) for the development of a 194-room, five story hotel with site improvements on a 3.34 acre site located at the northwest corner of Alder Drive and Barber Lane. This project is known as Element Hotel (Project), and the developer is LD Milpitas Property, LLC.

Analysis:
Project conditions of approval require the permittee to obtain public improvement design and to bond for all public improvements to be constructed prior to building permit issuance. The City Engineer has reviewed the public improvement plans (E-EN18-0081 and E-EN18-0154) and is recommending the City Council approve the Improvement Agreement for the Project to allow for the construction of public improvements that will be accepted by the City upon completion.

Public improvements to be constructed include curb and gutter, sidewalk, driveways, curb ramp, asphalt concrete pavement, street median modifications, signing and striping, utility services, landscaping and other miscellaneous items of work identified on the improvement plans. The permittee has executed the Improvement Agreement and also provided improvement securities in the amount of $353,433 to guarantee completion of the public improvements.

Policy Alternative:

Alternative: Deny approval of Improvement Agreement.

Pros: None

Cons: The approval and execution of an Improvement Agreement is a requirement to allow the Project to proceed, and will provide for the construction of public improvements. A denial of the Project Improvement Agreement will delay the project in proceeding and would prevent construction of public improvements.

Reason not recommended: To allow the Project to move forward in compliance with the Conditions of Approval, and to provide installation of public improvements for this Project, Staff recommends Council approval of the Improvement Agreement.

Fiscal Impact:
The Improvement Agreement provides construction of specified public improvements as shown on the plans, to be paid for by the Developer. The Developer has opened a Private Jobs Account (PJ Account) with the City for the reimbursement of City Staff time related to Engineering Department review and approval of the Project public improvement plans including inspection during the construction phase.

California Environmental Quality Act:
Execution of the Improvement Agreement is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:
Approve and Authorize the Interim City Manager to Execute the Improvement Agreement between the City of Milpitas and LD Milpitas Property, LLC, subject to any revisions deemed legally necessary by the City Attorney

Attachment:
Improvement Agreement

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

CITY OF MILPITAS
455 E. Calaveras Boulevard
MILPITAS, CA 95035-5411
ATTN: Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code Section 6103

CITY OF MILPITAS, CALIFORNIA

IMPROVEMENT AGREEMENT

Between

CITY OF MILPITAS

a California Municipal Corporation

and

LD Milpitas Property, LLC

a Delaware Limited Liability Company

IMPROVEMENT AGREEMENT

I. PARTIES AND DATE.

This Improvement Agreement ("Agreement") is entered into as of this ____ day of _____, 2019 by and between the City of MILPITAS, a California municipal corporation ("City") and LD Milpitas Property LLC, a Delaware Limited Liability Company with its principal office located at 5314 North River Run Drive, Suite 310, Provo, UT 84604 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On April 13, 2017, Developer submitted to City an application for approval of a Site Development Permit and a conditional use permit (the "Element Hotel Project") for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property").

B. On April 25, 2018, the MILPITAS PLANNING COMMISION Adopted Resolution No. 18-010 approving the Site Development Permit No. SD17-0005, Conditional Use Permit No. UP17-0004, Variance No. VA17-0001, and Environmental Assessment No. EA17-0002 for the Element Hotel Project.

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

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

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Element Hotel Project.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until both of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA; If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Element Hotel Project, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Element Hotel Project ("Public Improvements"). The Public Improvements are more specifically described with the Engineer's Cost Estimates in Exhibit "B," which is attached hereto and incorporated herein by this reference, and as shown on City approved Improvement Plan No. E-EN18-0081 and E-EN18-0154 on file with the City. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

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

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

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

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

as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

2.6 Alterations to Improvements. The Public Improvements as described and as shown on Improvement Plan No. E-EN18-0081 and E-EN18-0154 on file with the City are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

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

4.0 Construction Schedule. Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public

Improvements within 24 months of the effective date of this Agreement, unless extended pursuant to Section 4.1.

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

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

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

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

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

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

9.0 Default; Notice; Remedies.

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

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

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

10.0 Administrative Costs. If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

11.0 Acceptance of Improvements; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. Upon the total acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with applicable California laws. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified by the record engineer and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

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

13.0 Security; Surety Bonds. Prior to execution of this Agreement, Developer shall provide City with improvement securities in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement. The amount of the improvement security shall be adjusted annually based on the Engineering News-Record Construction Price Index for the San Francisco-San Jose area in November of each year, Developer shall have an affirmative obligation to provide the City with evidence of valid security

no later than November 30 of each year until all improvements required by project conditions have been constructed. Developer may provide multiple securities in accordance with construction phases, as approved by the City Engineer with a construction phasing plan. Improvement securities may be reduced/released based upon each of the construction phases.

13.1 Performance Improvement Security. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 8.0 et seq. of this Agreement, and to secure Developer's guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance improvement securities in the total amount of Three Hundred Fifty Three Thousand Four Hundred Thirty Three Dollars (**$353,433**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Element Hotel Project. All security provided under this section shall be reduced to ten percent (10%) based upon the security's annually adjusted value for the Warranty period. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Element Hotel Project.

13.2 Labor & Material Improvement Security. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials improvement security in the total amount of Three Hundred Fifty Three Thousand Four Hundred Thirty Three Dollars (**$353,433**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

13.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed acceptable by the

City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

14.0 Monument Security. Not applicable.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

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

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

17.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance

shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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

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

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

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

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

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

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

17.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required

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

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

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

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

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

20.0 General Provisions.

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

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

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

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

CITY OF MILPITAS	**DEVELOPER:**
455 E. Calaveras Boulevard	LD Milpitas Property LLC
Milpitas, Ca 92236	5314 North River Run Drive, Suite 310
Attn: Steve Erickson, PE	Provo, UT 84604
Director of Engineering/City Engineer	Attn: Trevor Edwards

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

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

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

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

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

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

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

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

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

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

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

CITY OF MILPITAS

By: _____
(signature)
Steve McHarris
(print name)
Interim City Manager
City of MILPITAS

LD MILPITAS PROPERTY, LLC

By: _____
(signature)
_____
Cory Turner
_____
President

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
(signature)
Walter C. Rossmann
(print name)
Director of Finance Services
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

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

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

EXAMPLE **ACKNOWLEDGMENT**

CAPACITY CLAIMED BY SIGNER:
~ Individual(s)
~ Corporate_____
Officer(s)_____
~ Partner(s)
~ Attorney-in-Fact
~ Trustee(s)
~ Subscribing Witness
~ Guardian/Conservator
~ Other_____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
_____

STATE OF CALIFORNIA }
}
COUNTY OF _____ }

On _____, 2018, before me, _____, the undersigned notary public, personally appeared _____, ~ personally known to me OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary

EXAMPLE

CAPACITY CLAIMED BY SIGNER:
~ Individual(s)
~ Corporate_____
Officer(s)_____
~ Partner(s)
~ Attorney-in-Fact
~ Trustee(s)
~ Subscribing Witness
~ Guardian/Conservator
~ Other_____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
_____

STATE OF CALIFORNIA }
}
COUNTY OF _____ }

On _____, 2018, before me, _____, the undersigned notary public, personally appeared _____, ~ personally known to me OR ~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 086-02-086

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN PROPERTY SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF THOSE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED FEBRUARY 24, 1999 AS DOCUMENT 14670107, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF BARBER LANE (60.00 FEET WIDE), SAID POINT ALSO BEING THE SOUTHEASTERLY TERMINUS OF THAT COURSE SHOWN AS BEARING NORTH 24° 35' 11" WEST, 1114.76 FEET AS SAID LANE AND COURSE ARE SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 535 OF MAPS, PAGES 3-4, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF BARBER LANE AND ALONG SAID COURSE THE FOLLOWING TWO (2) DESCRIBED COURSES: 1) NORTH 24° 35' 04" WEST 31.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; 2) CONTINUING NORTH 24° 35' 04" WEST 329.68 FEET TO THE SOUTHERLY LINE OF TASMAN DRIVE AS SAID DRIVE IS DESCRIBED AS EXHIBIT "A" IN THAT CERTAIN GRANT DEED RECORDED IN BOOK M803, PAGE 226, OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE LEAVING SAID SOUTHWESTERLY LINE OF BARBER LANE AND PROCEEDING WESTERLY ALONG SAID SOUTHERLY LINE OF TASMAN DRIVE THE FOLLOWING TWO (2) DESCRIBED COURSES: 1) SOUTH 75° 18' 51" WEST 238.30 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 850.00 FEET; 2) SOUTHWESTERLY ALONG SAID CURVE (WITH RADIUS OF 850.00 FEET) THROUGH A CENTRAL ANGLE OF 14° 24' 40" AND AN ARC LENGTH OF 213.79 FEET; THENCE LEAVING SAID SOUTHERLY LINE OF TASMAN DRIVE SOUTH 45° 59' 17" EAST 450.75 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NUMBER 14068148 IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF THE LAST SAID PARCEL (RECORDED AS DOCUMENT NUMBER 14068148) THE FOLLOWING FOUR (4) DESCRIBED COURSES: 1) NORTH 65° 24' 56" EAST 244.25 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 39.00 FEET 2) NORTHEASTERLY ALONG THE LAST SAID CURVE (WITH A RADIUS 39.00 FEET) THROUGH A CENTRAL ANGLE OF 11° 32' 40" AND AN ARC LENGTH OF 7.86 FEET; 3) NORTH 20° 21' 04" EAST 43.07 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 39.00 FEET; 4) FROM A TANGENT BEARING OF NORTH 13° 10' 09" WEST ALONG THE LAST SAID CURVE (WITH RADIUS 39.00 FEET) THROUGH A CENTRAL ANGLE OF 11° 24' 55" AND AN ARC LENGTH OF 7.77 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

ENGINEER'S COST ESTIMATE

Date: 5-Jun-19

Project #: 616015
Project: Milpitas Element Hotel
Prepared By: NQA

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

Engineering Opinion of Probable Construction Costs for Encroachment Permit

DEMOLITION

Item	Description	Unit	Quantity	Unit Price	Bid Amount
1	Concrete Sidewalk	SF	1,215	$1.00	$1,215.00
2	AC Paving	SF	2,500	$0.50	$1,250.00
3	Curb and Gutter	LF	180	$3.00	$540.00
4	Sawcut	LF	1,410	$7.00	$9,870.00
5	Remove Existing Hydrant	EA	1	$2,500.00	$2,500.00
6	Clear and Grub	SF	2,900	$1.00	$2,900.00
				TOTAL	**$18,275**

PAVING

Item	Description	Unit	Quantity	Unit Price	Bid Amount
7	2" Grind & Overlay	SF	17,710	$2.50	$44,275
8	Concrete Paving - Sidewalk	SF	5,350	$7.00	$37,450
9	AC Deeplift	SF	1,820	$5.00	$9,100
10	Concrete Driveway including sidewalk and gutter	EA	2	$7,000.00	$14,000
				TOTAL	**$104,825**

CURB AND GUTTER

Item	Description	Unit	Quantity	Unit Price	Bid Amount
11	6" Curb and Gutter	LF	175	$45.00	$7,875
				TOTAL	**$7,875**

ELECTRIC/TELECOM/GAS

Item	Description	Unit	Quantity	Unit Price	Bid Amount
12	Tie into Existing Electrical Conduit - PG&E	EA	1	N/A	N/A
13	Tie into Existing Telecom Conduit	EA	2	$2,500.00	$5,000
14	Telecommunication Box	EA	1	$5,000.00	$5,000
				TOTAL	**$10,000**

SANITARY SEWER

Item	Description	Unit	Quantity	Unit Price	Bid Amount
15	8" PVC (~15' Deep)	LF	100	$250.00	$25,000
16	Sanitary Sewer Connection w/ Manhole	EA	2	$10,000.00	$20,000
				TOTAL	**$45,000**

WATER

Item	Description	Unit	Quantity	Unit Price	Bid Amount
17	4" Water Line	LF	150	$45.00	$6,750
18	6" Fire Water Line (to Hydrants)	LF	100	$97.50	$9,750
19	8" Fire Water Line	LF	150	$110.00	$16,500
20	Water Meter Box (Meter installed by City)	EA	2	$1,500.00	$3,000
21	Irrigation Meter Box and Connection	EA	2	$2,500.00	$5,000
22	Fire Hydrant	EA	2	$2,500.00	$5,000
				TOTAL	**$46,000**

STORM DRAINAGE

Item	Description	Unit	Quantity	Unit Price	Bid Amount
23	Storm Drain Manhole > 6' Deep & connection	EA	1	$10,000.00	$10,000
24	Storm Drain Curb Inlet	EA	1	$4,500.00	$4,500
25	Trench Drains on Sidewalk at Tasman Overpass	EA	3	$1,500.00	$4,500
26	18" SDR 35	LF	65	$120.00	$7,800
				TOTAL	**$26,800**

LANDSCAPING

Item	Description	Unit	Quantity	Unit Price	Bid Amount
27	Landscaping	SF	2,280	$2.50	$5,700
				TOTAL	**$5,700**

MISCELLANEOUS

Item	Description	Unit	Quantity	Unit Price	Bid Amount
28	No Parking Signs	EA	4	$500.00	$2,000
29	Striping Replacement	LF	3100	$1.00	$3,100
30	Thermoplastic Markers	EA	10	$250.00	$2,500
31	Curb Ramp	LS	1	$4,500.00	$4,500
				TOTAL	**$12,100**

Sub Total	**$276,575**
Design Contingency = 10% (Per City)	**$27,657.50**
TOTAL	**$304,233**

Notes:

1. This Preliminary opinion of probable construction costs should be used only as a guide. There is no responsibility assumed for fluctuations in cost or quantity of material, labor or components.

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06/10/2019

Date: 27-Jul-18

Project #: 616015
Project: Milpitas Element Hotel - Alder & Tasman Intersection Improvements
Prepared By: JC

SANDIS | CIVIL ENGINEERS SURVEYORS PLANNERS

Engineering Opinion of Probable Construction Costs

DEMOLITION

Item	Description	Unit	Quantity	Unit Price	Bid Amount
1	6" Median Curb	LF	230	$5.00	$1,150
				TOTAL	**$1,150**

PAVING

Item	Description	Unit	Quantity	Unit Price	Bid Amount
2	4" AC over 16" class II AB	SF	2220	$7.14	$15,851
				TOTAL	**$15,851**

CURB AND GUTTER

Item	Description	Unit	Quantity	Unit Price	Bid Amount
3	6" Median Curb	LF	230	$16.10	$3,703
				TOTAL	**$3,703**

MISCELLANEOUS

Item	Description	Unit	Quantity	Unit Price	Bid Amount
4	Mobilization	LS	1	$10,000.00	$10,000
5	Traffic control	LS	1	$5,000.00	$5,000
6	Road Marking (Arrow)	EA	4	$350.00	$1,400
7	Road Marking (Bike)	EA	2	$350.00	$700
8	Road thermoplastic striping	LF	1095	$2.00	$2,190
9	Edge thermoplastic striping	LF	250	$2.00	$500
				TOTAL	**$19,790**

	no. of years	%	
		Sub Total	**$40,494**
General Conditions = 15%	N/A	15	**$6,074**
Design Contingency = 3.5%	N/A	3.5	**$1,417**
Escalation = 3% per year	1	3	**$1,215**
TOTAL			**$49,200**

REGISTERED PROFESSIONAL ENGINEER
MICHAEL A. KUYKENDALL
No. 70870
Exp. 6/30/19
CIVIL
STATE OF CALIFORNIA

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06/10/2019

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EXHIBT "C"

IMPROVEMENT SECURITIES (SURETY BONDS)

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

PERFORMANCE BOND PRINCIPAL AMOUNT: $353,433
Surety: _____
Attorney-in-fact: _____
Address: _____
_____
_____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: $353,433
Surety:_____
Attorney-in-fact: _____
Address: _____
_____
_____

MONUMENT SECURITY (CD): N/A

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS

ELEMENT HOTEL PROJECT PUBLIC IMPROVEMENTS

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2019 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Three Hundred Fifty Three Thousand Four Hundred Thirty Three Dollars (**$353,433**), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

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

_____	_____
Principal	Surety
By: _____	By: _____
President	Attorney-in-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

CITY OF MILPITAS

ELEMENT HOTEL PROJECT PUBLIC IMPROVEMENTS

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated _____, 2019 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Three Hundred Fifty Three Thousand Four Hundred

Thirty Three Dollars (**$353,433**), said sum being not less than 100% of the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

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

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

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

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

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

_____	_____
Principal	Surety
By: _____	By: _____
President	Attorney-in-Fact
_____	_____
(print name)	(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Agreements with West Yost Associates, Hydroscience Engineers, Inc., and Schaaf & Wheeler, Consulting Civil Engineers for Consultant Engineering Services for the Preparation of the City's Water, Sewer, and Stormwater Master Plans (Staff Contact: Tony Ndah, 408-586-2602)**
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/17/2019
Staff Contact:	Tony Ndah, Public Works Director, 408-586-2602
Recommendation:	Approve and authorize the City Manager to execute three Professional Service Agreements with the following consultants for engineering services: 1. West Yost Associates for the preparation of the City's Water Master Plan in an amount not to exceed $600,000. 2. Hydroscience Engineers, Inc., for the preparation of the City's Sewer Master Plan in an amount not to exceed $642,000. 3. Schaaf & Wheeler, Consulting Civil Engineers for the preparation of the City's Stormwater Master Plan in an amount not to exceed $134,629.

Background:

The City of Milpitas owns and operates its municipal water, sewer, and stormwater systems consisting of 206 miles of water pipelines, 175 miles of sewer lines, 105 miles of stormwater pipelines, and miscellaneous appurtenances on the distribution and collection systems.

In 2002, the City completed a water and sewer master plan, which identified the required improvements to the existing systems to accommodate new growth consistent with the 2002 General Plan Update. The water and sewer master plans were subsequently updated in 2009 to incorporate an analysis of the impacts of the Transit Area Specific Plan (TASP). In 2001, the City completed a stormwater master plan, which was later updated in 2013. While the current water, sewer, and stormwater master plans have provided valuable information on the City's system performance and capital improvement needs, new priorities and strategies are needed as the City looks ahead to the year 2040, in order to make adjustments based on current issues and emerging trends, and positioning the City for the next 20 years.

With the current and expected growth within the City, Council approved funding in the 2019-24 Capital Improvement Program to embark on the preparation of updates to the master plans for the City's water, sewer, and stormwater systems. The work consists of the development of comprehensive master plans based on current demands, future growth, and emergency situations. The primary objectives are to identify and prioritize capital improvements and develop viable funding alternatives that maximize the efficiency and capacity of the water, sewer, and storm systems based on the impacts of existing and anticipated developments included in the 2040 General Plan Update, as well as achieving regulatory compliance with current and future local, state, and federal requirements. Recommendations will include planning level cost estimates and will prioritize improvements based on degree of deficiency, criticality of facility, and timing of the needed improvement. At the conclusion of each master plan, a prioritized Capital Improvement Project Plan (CIP) with detailed descriptions and cost estimates shall be prepared for a 20-year period.

Analysis:

On March 12, 2019, the Purchasing Division released a Request for Proposals (RFP) for professional engineering and planning services for the Water, Sewer, and Storm Master Plans. The RFP was publicly

noticed in accordance with the City's Municipal Code. The RFP was advertised on the City's website and emailed to companies registered with the City via ProcureNow.com, the City's eProcurement system. Upon release, 14 firms received the solicitation notification and 11 firms downloaded the RFP documents. The Purchasing Division received five (5) proposals by the May 27, 2019 deadline in response to the RFP. Proposals were received from the following consultants:

1. Hydroscience Engineers, Inc. (Water, Sewer, and Storm)
2. Myriad Engineering, Inc. (Water)
3. Shaaf & Wheeler (Storm)
4. West Yost Associates (Water and Sewer)
5. Woodard & Curran (Sewer)

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

- Overall responsiveness to the RFP.
- Qualifications, experience, and commitment of the project manager and team.
- Project understanding, innovative approach, and proposed work plan.
- Firm (and project team) qualifications, experience, and referenced projects.
- Client References.
- Project management plan and schedule.

The table below provides a summary of the scores received by each firm from the review panel.

	Water Master Plan	**Sewer Master Plan**	**Stormwater Master Plan**
Schaaf & Wheeler, Consulting Civil Engineers			**85.8**
Hydroscience Engineers, Inc.	81.1	**85.9**	70.5
Woodard & Curran		74.1	
West Yost Associates	**84.1**	81.5	
Myriad Engineering Inc.	61.0		

Due to the expertise and high scores from the consultant firms on each of the master plans, the evaluation panel concluded that it would be most advantageous to the City, taking into consideration, price and the evaluation factors set forth in the request for proposals, to enter into agreements with the individual consultant firms for each master plan. Staff recommends City Council to award an agreement for each master plan as follows:

Consultant Firm	**Master Plan**	**Maximum Compensation**
West Yost Associates	Water Master Plan	$600,000
Hydroscience Engineers, Inc.	Sewer Master Plan	$642,000
Schaaf & Wheeler, Consulting Civil Engineers	Storm Master Plan	$134,629
TOTAL MAXIMUM COMPENSATION		**$1,376,629**

The new water, sewer, and storm master plans will include the following components:

- Land Use – Incorporate general and specific land use plans, existing and forecasted population and employment for the City, and the estimated timing for future development that will serve as the basis for flow projections and to prepare the source capacity analysis.
- Condition assessment – Establish appropriate path and determine the structural status of key portions of the water, sewer, and storm system, by reviewing and analyzing attributes of the systems and by utilizing as needed invasive and non-invasive pipeline inspection techniques.
- Flow Projections – Establish existing flow conditions, including peaking factors and unit use factors, based on historical data and project flow conditions for build-out. Flows will consider current water conservation trends and likelihood of permanent changes in user demands.
- Hydraulic Model Update – Update the City's existing water, sewer, and stormwater hydraulic models to reflect current systems for existing and future flow conditions and identify deficiencies.
- Capital Improvement Program – Develop a multi-year capital improvement program that establishes recommended improvements to the water, sewer, and storm systems. Recommendations will include planning level cost estimates and will prioritize improvements based on degree of deficiency, criticality of facility, and timing of the needed improvement. Water reliability improvements will be incorporated. In addition, the Consultant will work with the City to identify opportunities to integrate green infrastructure components into the City's stormwater capital projects. The capital improvement program will also determine the need for construction of outstanding improvements recommended in the previous master plans.

The proposed tentative schedule and key milestones is as follows:

Project Benchmarks	Date
Notice to Proceed	October 2019
Draft Master Plans Completed	August 2020
Final Master Plans Completed	October 2020
City Council Approval	November 2020
Incorporate Recommendations into FY 21-26 CIP	December 2020

Policy Alternatives:

Alternative 1: Do not approve and authorize the City Manager to execute contracts for water, sewer, and storm master plans.

Pros: Water, Sewer, Storm Master Plans would be developed with the selection of a different consultant or work efforts would be performed by City staff.

Cons: The schedule for all three master plans would be adversely impacted and result in a delay of critical planning and implementation work for utility infrastructure projects.

Reason not recommended: Selecting a different vendor may result in pursuing a contract with a consultant that is not recommended by the evaluation committee, which based its consultant recommendation on the merits of the RFP proposal and interviews. If work will be performed by City staff, the City would need to hire additional staff with knowledge, expertise, and/or certification in a variety of engineering areas. Specialized equipment would need to be obtained or leased to perform these duties and staff would need to be trained to use the equipment.

Fiscal Impact:
The maximum compensation for each master plan is as follows:

Consultant Firm	Master Plan	Maximum Compensation
West Yost Associates	Water Master Plan	$600,000
Hydroscience Engineers, Inc.	Sewer master Plan	$642,000
Schaaf & Wheeler, Consulting Civil Engineers	Storm Master Plan	$134,629

There are sufficient funds in the FY 2019-2024 Capital Improvement Program (CIP) to fund the master plans using the following CIP projects:

Water Master Plan – CIP No. 7136 – Water Master Plan 2019
Sewer Master Plan – CIP No. 6132 – Sewer Master Plan 2019
Stormwater Master Plan – CIP No. 3715 – Storm Drain System Rehabilitation.

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

Recommendation:
Approve and authorize the City Manager to execute three Professional Service Agreements with the following consultants for engineering services:
1. West Yost Associates for the preparation of the City's Water Master Plan in an amount not to exceed $600,000.
2. Hydroscience Engineers, Inc., for the preparation of the City's Sewer Master Plan in an amount not to exceed $642,000.
3. Schaaf & Wheeler, Consulting Civil Engineers for the preparation of the City's Stormwater Master Plan in an amount not to exceed $134,629.

Attachments:
1. Professional Service Agreement with West Yost Associates for engineering consulting services.
2. Professional Service Agreement with Hydroscience Engineers, Inc. for engineering consulting services.
3. Professional Service Agreement with Schaaf & Wheeler, Consulting Civil Engineers for engineering consulting services.

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and West Yost & Associates, Inc., a California CORPORATION with its principal place of business at 2020 Research Park Drive, Suite 100, Davis, CA 95618 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

City of Milpitas – Water Master Plan (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$600,000 (six hundred thousand and 0/100 dollars)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Consultant shall complete the services required hereunder by December 31, 2021. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant

shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

Not Used

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be

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

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

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:	CONSULTANT:
City of Milpitas	West Yost & Associates, Inc.
455 E. Calaveras Boulevard	200 Research Park Drive, Suite 100
Milpitas, California 95035	Davis, CA 95618
Attn: Tony Ndah, Public Works Director	Attn: Elizabeth Drayer

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Wage Theft Prevention

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND WEST YOST & ASSOCIATES, INC.

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

CITY OF MILPITAS
Approved By:

Steven G. McHarris, Interim City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Director of Finance

Approved As To Content:

Tony Ndah, Public Works Director

WEST YOST & ASSOCIATES, INC.

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

Consultant will complete the following ten (10) tasks, which are described in detail below, along with assumptions and task deliverables:

- Task 1. Project Management and Coordination for Water Master Plan
- Task 2. Data Collection/Preliminary Research/System Review/Field Inspection
- Task 3. Water Utility Asset Condition Assessment
- Task 4. Hydraulic Model Development and Calibration
- Task 5. Water Demand and Hydraulic Analysis
- Task 6. Model Training
- Task 7. Water Utility Asset Renewal and Replacement Study Report
- Task 8. Water System Capital Improvement Plan Development
- Task 9. Emergency Coordination
- Task 10. Prepare Water Master Plan Report

TASK 1. PROJECT MANAGEMENT AND COORDINATION FOR WATER MASTER PLAN

Project Management Plan. Consultant will prepare a Project Management Plan to communicate and help coordinate and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Monthly Status Reports. Monthly invoices will be accompanied by a description of the work accomplished during the invoice period, a spreadsheet summary of task budgets, and an update of the project schedule. Schedule updates shall include a description of all changes to the schedule, reasons for the change, and mitigation measures, when necessary, to bring the project back to the baseline schedule. Consultant will coordinate with City personnel to ensure coordination regarding study direction, objectives, and deliverables.

Kickoff Workshop. The project will be initiated with a kickoff workshop with City staff, within one to two weeks after receiving Notice to Proceed, to discuss the initial goals and priorities of the study, discuss existing operation and maintenance of the system and known deficiencies, collect information data, and discuss the schedule of the project. This workshop will be used to identify and discuss water system design and operating criteria and all operating procedures and conditions, identify all features that are unique, challenging to operate, worse case conditions experienced, and all areas that the City has identified where increased capacity or improved system performance is desired. A kickoff meeting agenda and meeting notes will be prepared and distributed.

Project Status Meetings and Calls. Consultant will conduct regularly scheduled conference calls and as-needed face-to-face meetings to review project status with City staff and coordinate with the City's Sewer Master Plan consultant and/or Stormwater Master Plan consultant as needed. These meetings will include technical progress meetings to present interim work products and discuss Project issues. These meetings will focus on obtaining input from the City on its review of completed Draft Chapter work products.

Quality Assurance and Quality Control (QA/QC). Consultant will provide internal quality assurance and quality control (QA/QC) review of all work products prior to submitting them to the City.

Task 1 Deliverables:

- Project Management Plan
- Kickoff workshop presentation materials and meeting minutes
- Meeting agendas and minutes from progress meetings and conference calls
- Monthly invoices and status reports with updates to project schedule

TASK 2. DATA COLLECTION/ PRELIMINARY RESEARCH/ SYSTEM REVIEW/ FIELD INSPECTION

Review of Available Data and Previous Reports. In order to better understand the City's current water system, Consultant will review available studies and reports including, but not limited to, the following: General Plan, Midtown Specific Plan, Transit Area Specific Plan, Corrosivity Study, 2015 Urban Water Management Plan, Water Quality Management Plan, Utility Depreciation Study Report, GIS data, as-builts, pump curves, relevant maps, water billing records, water supply records, and water quality data.

Field Investigation. Consultant will conduct a field investigation of the water distribution system and facilities, including but not limited to, storage and pumping facilities, to strengthen Consultant's understanding of the City's water distribution system. City operations staff will also participate in the field investigation to answer questions and provide insight on system and facilities operations. It is assumed that all facilities can be visited in one day.

Meeting with City's Planning Division. Consultant will meet with the City's Planning Division staff to review land use and zoning to assess existing and future service areas. Obtain pertinent land use planning maps, data, and documents that provide information required for the Water Master Plan and discuss the specific planning issues and potential growth or redevelopment areas in the City. The projected timing of new developments shall be discussed with Planning Division staff to provide input for capital improvement project phasing. Identify interim (near-term) and build-out land use scenarios, based on the General Plan, Midtown Specific Plan, and Transit Area Specific Plan. Together with the Planning Division, identify alternative build-out land use/zoning assuming General Plan amendments may occur.

Evaluation of Adequacy of Existing Data. Consultant will review existing parcel, customer billing, population information, and water use data to determine if it is feasible to use this data to define existing land uses (e.g., number of dwelling units for residential areas and floor area for commercial /industrial areas), and/or water usage on parcel-by-parcel basis for purposes of developing water usage for the hydraulic model.

Review of Existing Water Model. Consultant will obtain and review the existing water model and all reports and files used in the construction and development of the existing model. It should be assumed that many aspects of the existing model can be used in the current status, but the model will require updating and expanding for use in this Water Master Plan. Consultant will develop the City's new water system hydraulic model using InfoWater.

Task 2 Assumptions:

- City's third party consultant will update the City's GIS database and asset inventory spreadsheet to incorporate recent projects and improvements to the both the water and sewer systems and will provide the updated water system GIS database and asset inventory spreadsheet to Consultant for use for this Water Master Plan.
- The City will provide at least five (5) years (2014-2018) of metered water use, by address and ZIP code, for those services that are metered.

Task 2 Deliverables:

- Field inspection and interview forms for water system facilities.
- Draft chapter summarizing the existing water system, including existing water supplies and facilities and a synopsis of key findings from previous studies
- Draft chapter summarizing existing water service area and future development plans

TASK 3. WATER UTILITY ASSET CONDITION ASSESSMENT

Review of Existing Information. Consultant will develop an understanding of the City's water distribution system, and will include a review of the City's 2003 depreciation study, previous prioritization procedures, recommendations for projects from previous efforts, as well as projects completed to date. Consultant will review and update the asset replacement values for the City's utility infrastructure.

Desktop Condition Assessment. Consultant will conduct a desktop condition assessment to determine the remaining useful life of the City's water assets and assign a Likelihood of Failure (LoF) score for each of the City water system assets. Factors to consider in the desktop condition assessment may include age, material, leak history, soil conditions, status of cathodic protection, and pressure variation or high pressure. Consideration will also be given to what data the City currently has available.

Assessment of Criticality. Consultant will develop guidelines for determining the criticality of water system assets, and assign Consequence of Failure (CoF) scores for each of the assets of the City's water system. Factors to consider may include pipe size, pipe flow, number (and perhaps types) of service connections, and proximity to specific features (e.g. faults, hospitals).

Business Risk Exposure. Consultant will use the LoF and CoF scores to characterize the business risk exposure (BRE) of the City associated with each of the City's water assets through assigning risk scores to assets or groups of assets.

Asset Depreciation. Consultant will determine asset replacement values for the City's utility infrastructure and develop a depreciation study using information from the City's 2003 depreciation study, along with information collected as part of this task.

Task 3 Deliverables:

- LoF, CoF, and BRE scores for the City's water utility assets
- Tables in Excel reflecting the 2019 replacement cost for each water utility asset
- A Risk Policy Document will be created that presents LOF and COF definitions to be used for all asset classes
- Findings will be incorporated into the Water Utility Asset Renewal and Replacement Study Report prepared under Task 7

TASK 4. HYDRAULIC MODEL DEVELOPMENT AND CALIBRATION

Create Dynamic Model of the City's Water Distribution System. The model shall be created using the City's existing water system GIS data, as-builts, pump curves, etc. The water distribution components such as, but not limited to, laterals, meters, tanks, pumps, isolation valves, and control valves shall be added to the model. The hydraulic model will be updated to develop a pipe network that includes all distribution system pipelines. Consultant will work with City staff to develop a nodal and pipeline naming convention which will meet both existing and future needs, and to build a model that exchanges new information easily with the City's GIS.

Field Hydrant Testing and Flow Monitoring. Consultant will conduct field hydrant testing and a special flow monitoring program at SFPUC and SCVWD turnouts using rented flow monitoring devices that can be installed at existing meter locations. The flow monitoring data will be used along with the hydrant test data for model calibration, for developing diurnal curves for the hydraulic model, and for establishing daily and hourly peaking factors for use in the system analysis. A hydrant testing calibration plan will be developed for City review. The plan will identify proposed hydrant test locations, proposed test protocols, model calibration target accuracies, and supplemental information from the flow monitoring program required for model calibration. The hydrant test data will be used to calibrate the hydraulic model.

Model Calibration. Consultant will develop computer model simulations or scenarios for each of the hydrant flow calibration tests. Model results from the calibration simulations will be compared with the field data and measured against the calibration criteria. Comparisons that fall outside the established criteria shall be identified and adjustments and/or corrections to the model shall be made until satisfactory results are obtained. The initial calibration target shall be within five percent (5%) accuracy. If calibration at some locations cannot be achieved within the limit, written suggestions shall be made as to possible reasons for the discrepancy and what steps might be taken to improve calibration at that location. Friction coefficient values "C" will be kept within a realistic range as determined based on known and assumed field conditions. Consultant will compare pump test data points to pump curves in the model and will adjust pump curves in the model if necessary. Calibration efforts shall be coordinated and reviewed by the City to determine appropriate level of calibration understanding that the desired initial calibration target shall be within five percent (5%) accuracy. If calibration at some locations cannot be achieved within an acceptable range, written suggestions shall be made as to possible reasons for the discrepancy and what steps might be taken to improve calibration at that location.

Set up Hydraulic Model for Optimal Energy and Water Quality Analysis. The model will be set up for extended period simulation, and includes water quality information to perform water quality evaluations, and pump efficiency information to compute pump energy usage and operating costs.

Task 4 Assumptions:
Consultant will coordinate with City staff to operate valves and water appurtenances to conduct hydrant flow testing, including turning valves as necessary.

Task 4 Deliverables:

- Field hydrant testing and data collection plan (to be included as an appendix to the Water Master Plan)
- Draft chapter summarizing the model development and calibration results

TASK 5. WATER DEMAND AND HYDRAULIC ANALYSIS

Existing and Future Demand Projections. Identify large water users using the annual water supply data furnished by the City. Review/develop unit water demands used by the City and confirm the available parcel basis for the hydraulic model. Analyze population growth trends within the City's boundary based on land use models developed in Task 2. Compute new land use-based unit demand factors to determine whether the existing unit demand factors used by the City require revision and refinement.

Develop demand projections for the year 2020, 2025, 2030, 2035, and 2040. The year 2040 shall be considered to represent the ultimate buildout. Demand projections for the year 2020 shall be considered as existing and near-term growth. Utilize Association of Bay Area Governments (ABAG), 2015 Urban

Water Management Plan (UWMP), General Plan, Midtown Specific Plan, and the Transit Area Specific Plan to assist in the development of future water demand projections and to prepare the source capacity analysis. The analysis should satisfy the California Water Code 10631 source capacity requirements at 5-years, 10-years, 15-years, and 20-years terms.

Water Use and Peaking Factors. Review water use factors used in the 2009 Water Master Plan Update, analyze historical and existing system usage, and calculate individual user water demands from water billing data. Modify existing Water Use Factors (WUFs) to reflect future demands. Adjust WUFs to reflect any new land use categories and densities. Adjust WUFs for parcels adjacent to future recycled water facilities. Apply WUFs to future land use acreages to determine demands.

Water use for individual water users shall be calculated for each demand condition (i.e. maximum day, maximum hour, average annual, and winter months). Peaking factors shall be developed for average day, minimum day, maximum day, and peak hour demand conditions based upon existing average demand data. Peaking factors must address season demand variations (i.e. winter versus summer) and emergency conditions.

Diurnal Curves. Develop system-wide potable diurnal use patterns for the project. The diurnal water use graphs for each service area shall be developed from hourly water production and tank level data that are representative of the maximum day water use for the City. The graphs shall be used to calculate peaking factors that the model uses to adjust demands for each hour in a day. The diurnal pattern shall be entered into the model and assigned to all demand nodes.

System Design Criteria. For the hydraulic analysis, develop the water distribution system design criteria that address allowable pressures, minimum and maximum velocities, minimum and maximum system pressure, and head-losses during average, peak, and fire flow conditions. The design criteria should be used to evaluate the water system hydraulic model.

Evaluate System Under Existing and Buildout Demand Conditions. Consultant will analyze the existing distribution system and identify improvements that provide appropriate volume, pressure, and storage for the existing system. The existing/buildout system analysis will include, but not be limited to, the following: evaluate pump station and storage capacity, assess system peak demand hydraulic performance, evaluate system emergency reliability, assess water quality, evaluate pump station energy, and identify and prioritize system improvements.

Hydraulic model scenarios will be developed to adequately evaluate the ability to meet the established operational parameters during the following conditions:

- Report deficiencies and provide recommendations to optimize sizing under existing and future conditions.
  — Average Day Demand (ADD)
  — Average Day Demand plus Fire Flow (ADD+FF)
  — Maximum Day Demand (MDD)
  — Maximum Day Demand plus Fire Flow (MDD+FF)
  — Peak Hour Demand (PHD)
  — Water Age
  — Emergency Conditions
- Identify potential tank sites for additional or alternative storage based on emergency and fire needs with respect to the system's distribution capabilities.

- Set up a water age analysis for each of the hydraulic model scenario. The model time period for each scenario shall be set sufficiently long to achieve water age equilibrium.
- Utilize the model to evaluate the distribution system for its capability to maintain storage and move water to storage in higher zones to maximize gravity feeds during MDD and PHD.
- Evaluate the system hydraulically under emergency scenarios. The City anticipates ten (10) different scenarios to be evaluated as part of this task. Use emergency wells and/or interconnections, as appropriate, for each scenario.
- Use the hydraulic model to evaluate water loss under existing demand conditions and develop recommendations for changes to operational practices to reduce water loss.
- Evaluate the pumping costs based on current pump efficiencies over the course of the extended period simulation run. The results shall be analyzed and used to determine effective operational control strategies to minimize the system operational cost.

Task 5 Assumptions:
The City will furnish the annual water supply data and average and monthly flow information. In addition, the City will provide information and projected annual water projections and their locations for use in developing potable demand offsets. Hydraulic analysis will consist primarily of static analysis for existing and buildout scenarios, with extended period simulation analysis used to confirm facilities sizing and for water quality evaluation.

Task 5 Deliverables:
- Draft water demand projection tables for review with City staff
- Draft chapter summarizing existing and projected future water demands
- Draft chapter summarizing water system performance and design criteria
- Draft chapter summarizing existing/near-term water system evaluation results including
- recommendations for operational efficiencies
- Draft chapter summarizing future water system evaluation results
- Copy of final hydraulic model with all scenarios

TASK 6. MODEL TRAINING

Model Training. At the completion of the Master Plan, Consultant will conduct up to three (3) inhouse training sessions with City staff to review and discuss protocols for the future update and use of the hydraulic model. Focus of training will be to evaluate development projects and perform operational analysis for optimizing system operation.

Task 6 Deliverables:
- Model training materials

TASK 7. WATER UTILITY ASSET RENEWAL AND REPLACEMENT STUDY REPORT

Water Utility Asset Renewal and Replacement Study Report. Consultant will develop a Water Utility Asset Renewal and Replacement Study Report which should include the following:

- Summary of guidelines, recommendations, and findings from the condition assessment task.
- Develop risk management guidelines and recommendations specific to the water utility assets using the LoF, CoF, and BRE scores.
- Develop prioritized replacement/rehabilitation projects based on high risk assets and the projects previously included in other studies that have not been completed.

- Develop cost estimates for projects and/or tools and technology to complete the recommendations.
- Provide additional recommendations and/or items for future consideration.

Task 7 Deliverables:

- Water Utility Asset Renewal and Replacement Study Report (Draft Report for City review and comment; Final Report)
- Findings from the Renewal and Replacement Study will be incorporated into the recommended capital improvement program (see Task 8 below)

TASK 8. WATER SYSTEM CAPITAL IMPROVEMENT PLAN DEVELOPMENT

Phased Water Capital Improvement Program. Establish a practical 5-year, 10-year, 15-year, and 20-year (5-year increments) phased Water Capital Improvement Program. The City will provide an annual CIP budget range to use when developing the CIP program. The CIP shall prioritize projects with the greatest need first and integrate the potentially competing recommendations from the multi-faceted evaluation completed for this Water Master Plan. Include projected costs per project based on what the future costs may be when the project is proposed to be completed.

Based on the findings from the Water Utility Asset Renewal and Replacement Study (see Task 7), Consultant will incorporate recommendations considering the results from the hydraulic analysis and the material, age, service and leak history. The criteria shall address the estimation for remaining life expectancy of an existing asset, assess any economic, service performance, system reliability, or environmental risk that might justify replacing the asset and develop logical and practical weighting or ranking criteria that could be employed to determine a 20-year CIP program.

The projects shall be prioritized and ranked based on the critical needs of replacement, emergency preparedness, and in order of importance. The CIP shall group the projects by anticipated year for construction and summarize the estimated annual costs. Consultant will provide mapping and tables that illustrate the recommended CIP projects.

Prioritized Project Matrix. The prioritized project matrix will be reviewed with City staff with respect to potential overriding factors. A distinction will be made between facilities that 1) improve reliability for emergency preparedness, 2) correct an existing system deficiency, 3) accommodate future development, and 4) facilities that provide multiple benefits. Schedules for implementation of identified projects and annual cash flow shall be prepared, with development-induced improvements scheduled to coincide with planned development. Depending on the future land use sensitivity analysis, an alternative CIP schedule may be prepared.

Cost Criteria. Develop the cost criteria for estimating construction and capital costs based on relevant construction costs from projects throughout the Bay Area, as well as input from City staff on costs of local construction projects. Unit construction costs shall be developed to the detail normally used in master planning based on estimated inflation values. Cost allowances (percentages of estimated construction cost) for construction contingencies and for design engineering, construction administration and inspection, and legal costs shall also be included. The estimates shall be based on the most viable construction method for each specific project. The level of accuracy of the estimates shall be at the conceptual planning level appropriate for system master planning and represents an “order of magnitude” cost estimate as defined by the Association of Cost Estimating Engineers.

Project Summary Sheets. Consultant will prepare project summary sheets detailing the recommended improvements required within each specific planning area that address the supply needs at 5-year, 10-year, 15-year, 20-year terms. The data sheet shall include a map locating the project, the project planning area, a description of the goal and scope of the project, project cost, and any other assumptions which form the basis of the cost estimate.

Task 8 Assumptions:
Budgeting assumes one (1) workshop with the City to review the prioritized CIP.

CIP development will be coordinated with Sewer Master Plan (and Storm Drain Master Plan) to identify opportunities for joint projects and potential cost savings for implementation.

Task 8 Deliverables:

- Workshop materials to review recommended improvements and prioritization
- Project summary sheets for recommended improvements
- Draft chapter summarizing recommended improvements and prioritization methodology
- GIS files for recommended improvements (GIS shapefiles)

TASK 9. EMERGENCY COORDINATION

Review of Existing Emergency Response Plans. Consultant will review existing emergency response plans by SFPUC and SCVWD in addition to reviewing and updating the City's 2010 Water Emergency Response Plan. Consultant will coordinate as needed with the City's Police and Fire Departments for this effort.

Facility Assessments. Conduct facility assessments for purposes of identifying the weak links in the City's water distribution systems during an emergency. Identify measures and procedures that are aimed at securing and protecting property in addition to water sampling and monitoring issues that may arise after a major event. Provide recommendations for what improvements to existing infrastructure will be needed in case of emergency.

Risk and Resiliency Assessment. Conduct a Risk and Resiliency Assessment in compliance with the requirements of the 2018 America's Water Infrastructure Act. This will include both a cyber and physical risk and resiliency assessment and development of a risk and resiliency strategy.

Emergency Response Plan Update. The City's Emergency Response Plan will be updated to include the following:

- Incorporate both water quality contamination and water supply interruption events. Consultant will determine the amount of water needed to address short-term and longterm outages. Identify alternate water supplies available during both types of outages. The plan will include responses to both the duration of the outage and level of cutback of SFPUC and SCVWD supply.
- Results from the Risk and Resiliency Assessment.
- Scenarios that result in a reduction in water supply availability or degradation of water quality.
- Response to situations and impact on agency's facilities and its ability to deliver potable water.
- Established procedures and phone lists for notifying internal agency staff, customers, involved external agencies, media, and key SFPUC/SCVWD staff. This shall include review of the plan's communication plan with the SFPUC and SCVWD emergency coordination plan.
- Establish procedures for responding to water supply or water quality emergency. Shall include coordination with City's overall emergency preparedness plan and consistency with SEMS.

- Assigned roles and responsibilities during an emergency.
- Regular training drills and/or exercises.
- Inclusion of provisions for emergency preparedness, such as mutual aid agreements, emergency service and supply agreements, emergency inventories.

Task 9 Deliverables:

- Risk and Resiliency Assessment in compliance with AWIA requirements.
- Updated Water Emergency Response Plan

TASK 10. PREPARE WATER MASTER PLAN REPORT

Master Plan Report. At the completion of the evaluation and planning efforts, a Master Plan report will be prepared. The Master Plan report will incorporate the findings, recommendations, study assumptions and methodology, recommended design and performance criteria, model results, system replacement strategy and criteria, and the recommended CIP. The appendices to the report shall include the technical memorandums prepared during the course of the study and other pertinent backup data (e.g. model results) that support the plan. The Master Plan report will include a summary of what the potential impacts to the water system, City, customers, and reliability if nothing or the bare minimum is done, including a description of what the future costs might be if maintenance is delayed (e.g. monetary, time loss, out of service areas, etc.). In addition, describe how this would impact planned development in terms of source capacity.

A report/chapter outline will be developed at the beginning of the project and updated throughout the project to facilitate report preparation and coordination. Five (5) copies of the comprehensive draft Master Plan report shall be submitted to the City for review and comment prior to finalization of the report. Subsequent to City review and comment on the draft Master Plan report, Consultant will incorporate the comments, produce the final report, and submit five (5) hard copies to the City. Copies of the final submittal to the City will also be provided in Microsoft Word and Adobe PDF formats.

Source Capacity Planning Study. Prepare Source Capacity Planning Study per Section 64558, Title 22, California Code of Regulations (CCR) by evaluating the existing source capacity and comparing to the projected demands for all planning horizons to ensure that adequate storage is built for future planning developments. Analyze source capacity limitations and develop projects that address the supply needs at 5-year, 10-year, 15-year, and 20-year for both Specific Plans and General Plan projections. The water master plan will use the General Plan, Midtown Specific Plan, and Transit Area Specific Plan growth projections to develop near-term and long-term strategies to secure adequate water supply and ensure the City remains in compliance with California Code Regulations Section 64554, Title 22. Provide analysis for each pressure zone in the distribution system. Identify potential solutions to any deficiencies in source. Develop listing of recommended source improvements for the Capital Improvements Plan update. CIP update shall identify locations and types of piping additions and upgrades needed for improved use of existing sources and those necessary to serve new sources.

A draft Source Capacity Planning Study will be prepared for City review and comment. Upon receipt of comments, a final draft Source Capacity Planning Study will be prepared for submittal to the Division of Drinking Water. Upon receipt of comments from the Division of Drinking Water, a final Source Capacity Planning Study will be prepared.

Task 10 Deliverables:

- Draft/Final Draft/Final Source Capacity Planning Study to meet State requirements.

- Draft Water Master Plan Report, addressing all prior City comments on Draft Chapters and TMs (five (5) hard copies and PDF)
- Final Water Master Plan Report, addressing all of the City's comments from the Draft Report (five (5) hard copies, Word files, and PDF)

EXHIBIT B

Schedule of Charges/Payments

The total not-to-exceed cost for this work is $600,000. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement. Consultant billing rates will be adjusted annually.

A Project Progress Report will be provided with each monthly invoice to show billing status by each major task, including amount budgeted, amount billed, work completed each month, and outstanding issues to be resolved.

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	$298
Engineering/Scientist/Geologist Manager I / II	$274 / $287
Principal Engineer/Scientist/Geologist I / II	$249 / $264
Senior Engineer/Scientist/Geologist I / II	$223 / $234
Associate Engineer/Scientist/Geologist I / II	$194 / $208
Engineer/Scientist/Geologist I / II	$157 / $182
Engineering Aide	$90
Administrative I / II / III / IV	$79 / $100 / $120 / $133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$283 / $294
Principal Tech Specialist I / II	$260 / $271
Senior Tech Specialist I / II	$238 / $249
Senior GIS Analyst	$217
GIS Analyst	$205
Technical Specialist I / II / III / IV	$151 / $173 / $195 / $216
CAD Manager	$173
CAD Designer I / II	$134 / $150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$283
Construction Manager I / II / III / IV	$170 / $182 / $195 / $246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$149/ $166 / $185 / $192
Apprentice Inspector	$135
CM Administrative I / II	$73 / $97
Field Services	$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$80/day
Hydrant Pressure Gauge	$10/day
Hydrant Pressure Recorder, Standard	$40/day
Hydrant Pressure Recorder, Impulse (Transient)	$55/day
Trimble GPS – Geo 7x	$220/day
Vehicle	$10/hour
Water Flow Probe Meter	$20/day
Water Quality Multimeter	$185/day
Well Sounder	$30/day

EXHIBIT C

Activity Schedule

The project will commence from the date of the Notice to Proceed and all activities for the project will be completed by December 31, 2021.

Key assumptions:

- The overall project schedule assumes that data needed to perform the project tasks will be provided by the City in a timely manner and that any delays in receiving the required data may impact the overall project schedule.
- The overall project schedule assumes that the water system GIS database and asset inventory will be updated by the City's third party consultant, and provided to Consultant my mid-November 2019.
- The Draft Water Master Plan is will be completed by August 2020 with the Final Water Master Plan completed by October 2020.
- Per the requirements of the 2018 America's Water Infrastructure Act, the City's Risk and Resiliency Assessment must be completed by December 31, 2020 and an updated Emergency Response Plan must be completed by June 30, 2021.
- A duration of two (2) weeks is assumed for City's review of project deliverables.

The project schedule will be reviewed and updated as needed as the project progresses. The Consultant will work closely with the City throughout the project and will hold regularly scheduled status meetings to discuss progress on the various tasks and any issues which may impact the completion of each task. This will allow for any issues to be identified and resolved before they impact the overall schedule or budget for the project.

Task/Subtask
2019
2020
2021
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Notice to Proceed
Task 1. Project Management and Coordination for Water Master Plan
Project Kickoff Meeting
Meeting with City Planning
Task 2. Data Collection/Preliminary Research/System Review/Field Inspection
Updated Water GIS Available
Draft Chapters: Water Service Area; Existing System Supply
Task 3. Water Utility Asset Condition Assessment
Task 4. Hydraulic Model Development and Calibration
Draft Chapter: Model Updates and Calibration
Task 5. Water Demand and Hydraulic Analysis
Draft Chapter: Water Demand Criteria
Draft Chapter: Existing System Evaluation
Draft Chapter: Future System Evaluation
Task 6. Model Training
Model Training Sessions
Task 7. Water Utility Asset Renewal and Replacement Study Report
Draft Report
Final Report
Task 8. Water System Capital Improvement Plan Development
CIP Workshop
Task 9. Emergency Coordination
IRWA due by 12/31/2020 per AWIA
Task 10. Prepare Water Master Plan Report
Draft WMP; Draft Source Capacity Planning Study
Final WMP; Final Source Capacity
EWP due by 03/30/2021 per AWIA
Workshop/ Meeting
Submittal (Draft Chapters, Draft/Final Reports)
Work Task
City Review Period

EXHIBIT D

Insurance Requirements

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

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

_____
Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

Surety Bonds:

___ Contractor shall provide the following Surety Bonds:

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

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Other Insurance Provisions:

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

____ Additional Insured Status:

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

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

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

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

____ Primary Coverage:

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

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

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

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

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

____ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

____ Waiver of Subrogation:

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

City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

____ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the

Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and HydroScience Engineers, Inc., a California CORPORATION with its principal place of business at 1922 The Alameda, Suite 212, San Jose< California (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

City of Milpitas – Sewer Master Plan (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$642,000 (six hundred and forty-two thousand and 0/100 dollars)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Consultant shall complete the services required hereunder by December 31, 2021. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

Not Used

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:	CONSULTANT:
City of Milpitas	HydroScience Engineers, Inc.
455 E. Calaveras Boulevard	1922 The Alamda, Suite 212
Milpitas, California 95035	San Jose, CA 95126
Attn: Tony Ndah, Public Works Director	Attn. Mary Hoang, Principal

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Wage Theft Prevention

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND HYDROSCIENCE ENGINEERS, INC.

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

CITY OF MILPITAS
Approved By:

_____
Steven G. McHarris, Interim City Manager

_____
Date

Approved As To Form:

_____
Christopher J. Diaz, City Attorney

Approved:

_____
Walter C. Rossmann, Director of Finance

Approved As To Content:

_____
Tony Ndah, Public Works Director

HYDROSCIENCE ENGINEERS, INC.

_____
Signature

_____
Name

_____
Title

_____
Date

_____
DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

Task 1. Project Management and Coordination for Sewer Master Plan

Project Management Plan (PMP). To help manage the efforts for development of the Master Plan, Consultant will prepare a comprehensive PMP that will include expectations for quality of work deliverables and define key project management protocols such as communication procedures, project documentation, roles and responsibilities, budget, and schedule control. It will provide a framework to direct, coordinate, and monitor project activities with respect to budget, schedule, and contractual obligations.

To obtain timely review of deliverables, Consultant's work will include conducting workshops to facilitate and coordinate feedback from City staff.

Monthly Invoices. Consultant will prepare monthly invoices, which will be accompanied by a description of work accomplished, a summary of task budgets, and an update of the project schedule.

Kickoff Workshop. A kickoff workshop will be initiated by Consultant within one week of receiving the notice to proceed. At the kickoff workshop, Consultant will introduce the project team, review scope of work, discuss the initial project goals and priorities, existing operation and maintenance of the system(s) and known deficiencies, identify data needs and collect information/data, and discuss elements to be included in the PMP such as contact information, communication protocol, project objectives, schedule, and invoicing format. During this workshop Consultant will discuss water, sewer, and storm system design and operating criteria and procedures and conditions as well as institutional knowledge of the system performance and other issues identified by the City.

Coordination and Communication. Consultant will schedule and facilitate progress meetings either in person or by conference call once a month to review project progress; discuss issues to be resolved; share early study results; and reconfirm projective objectives, study direction, and deliverables as the project evolves. Consultant will prepare and issue agendas and minutes of all meetings. The budget assumes eight (8) progress conference calls and the following workshops:

- Sewer Kickoff Workshop
- Sewer System Hydraulic Analysis and Capacity Evaluation
- Sewer Utility Asset Renewal and Replacement (R/R) Study Reports
- Draft Sewer System Master Plan Report

Quality Assurance and Quality Control (QA/QC) Review. Consultant will implement QA/QC to assure accuracy and verify quality. All major deliverables will be internally reviewed and checked by Consultant before submission to the City, including technical memoranda, studies, estimates, calculations, and draft and final Master Plans. Checks will address general correctness and accuracy, completeness, compliance with regulations, fulfillment of objectives, and comparison with industry standards.

Deliverables:

- *All meeting agendas/minutes or progress summary with project schedule updates*
- *Monthly invoices – one hard copy via US Mail or electronic PDF.*

Task 2. Data Collection/Preliminary Research/System Review/Field Inspection

Collect and Review System Information and Data. Existing reports and information including, but not limited to the following will be provided by the City and reviewed by Consultant as part of this task.

- Sanitary sewer hydraulic model
- Sanitary hydraulic model development documentation
- General, Midtown Specific, and Transit Area Specific Plans
- Sanitary sewer maintenance records and SOPs
- Sanitary sewer pump curves
- Relevant maps and inventory data
- Current CIP Program (completed, planned, designed, and pending)
- Sewer Master Plan
- GIS electronic data files
- Record drawings for water and sewer that have not already been incorporated into GIS
- City Standard Performance/Design Criteria (including velocity and gravity main and pump station capacity standards)
- 2003 Utility Depreciation Study
- Flow Monitoring Report

Consultant will coordinate with City's third party consultant in communicating with the Planning Department to confirm existing and future service areas for land use, population, timing, configuration, demands, and loading. Consultant will incorporate existing, available CCTV and/or inspection information into GIS. Review will be performed and budgeted under **Task 15**.

Field Investigation and Operations Staff Interview for Sanitary Sewer. To maximize time and efficiency, Consultant will conduct initial sanitary sewer field investigations and interviews with operations staff following the kickoff meeting. It is anticipated that field visits will take no more than one week to complete. Consultant will prepare an inspection form/questionnaire to ensure information needed to complete the project is documented. Consultant will conduct interviews during the field visits to gain a better understanding of the system and how the City defines failure. Performance of the equipment and/or facility will be based on service records such as pump performance test records and interviews with City staff. Visual investigation will include the following major facilities:

- **Sewer Facilities:** Main Lift Station and Venus Way Lift Station
- **Sewer Lines:** Consultant will evaluate sewer lines using a combination of hydraulic modeling, maintenance history, type of material, age, City documented soil condition for corrosivity or known hazards, video inspection if available, and criticality/ consequence of failure. Inspection of below grade facilities are included in **Task 15** CCTV.

Data Gap Analysis (Water, Sewer, Storm). Consultant will identify data gaps in the City's GIS system and resolve discrepancies found between the GIS database, field observations (sanitary sewer only), and record drawings for water and sanitary sewer. Data types, which are expected to be identified and updated for the water and sewer systems may include the following:

- **Water Facilities:** Distribution and transmission pipelines, PRV's, booster stations, reservoirs/tanks, hydrants, turnouts, groundwater wells, and interagency and pressure zone interties.
- **Sewer Facilities:** Collection and trunk sewer pipeline reaches, manholes, junction structures, force main, air release valves, and lift stations.

Consultant will update the GIS database directly and the City's existing MS Excel asset inventory spreadsheet will be updated as well. The level of accuracy for updating the GIS will be for the purpose of hydraulic modeling.

Land Use and Parcels. Consultant will use City planning documents (General Plan and Specific Plans) and existing parcel and land use GIS files, to develop existing (2020) and future buildout condition (2040) parcel files that incorporate land use.

Deliverables:

- *Field Inspection and Interview forms for sewer*
- *Updated water and sewer GIS database, AutoCAD*
- *Updated water and sewer asset inventory spreadsheet*
- *Parcel GIS with current (2020) and future buildout (2040) land use TM*

Sewer and Water Financial Plan

Consultant will work with its subconsultant to participate in a separate kickoff workshop with the City to discuss study objectives, review and validate data and review project approach. Consultant will validate the data to ensure mutual understanding of information. Current financial position, challenges, and potential options for sustaining the City's water and sewer utility financial health will be reviewed. Results will form basis of the financial plan alternatives developed as part of this scope.

Financial Plan. Consultant and its subconsultant will evaluate the projections of rate and other revenues and its ability to meet annual expenditures (revenue requirements), while meeting debt service coverage and reserve targets. The City uses the following subfunds for managing wastewater and water cash flow:

- Sewer Operating Fund
- Sewer CIP Fund
- Treatment Plant Construction Fund
- Sewer Infrastructure Fund
- Sewer 2006 COPS Fund
- Water M&O Fund
- Water Line Extension Fund
- Water Bond Fund
- Water Infrastructure Replacement Fund

Consultant will review and project customer billing data, develop rate revenue projections, identify the timing and level of bond issues, and project budgeted operating and capital expenditures over the study period. Costs will be projected in accordance with the anticipated standards and regulations. Consultant will follow the financial planning and rate-setting principles set forth by the American Water Works Association (AWWA) and the Water Environment Federation (WEF). Consultant will incorporate all relevant data from the Sewer and Water Master Plans to develop the rate revenue adjustments required over the 5-year, 10-year, and 20-year period.

The Financial Plan will be developed with the ability to model different financial planning scenarios. The Financial Plan will set all fees and user charges at a level that fully supports the total direct cost and indirect cost of the activity, including depreciation of assets, overhead charges, and reserves for unanticipated expenses and capital project. The development will involve the following steps:

Projection of accounts, billed volume, and rate revenue: Consultant will examine the billable flow patterns from historical water billing records as well as the number of customers by class. Using this data and other planning documents, Consultant will project contributed bill wastewater volume, number of customers, and rate revenue for the study period. Consultant will conduct sensitivity analysis on the forecasted rate revenues. This analysis will include customer account growth adjusting for potential reductions in the billable flow per customer from continued active and passive water conservation efforts.

For water, Consultant will examine the billable flow patterns from historical water billing records as well as the number of customers by class. Using this data other planning documents, Consultant will project water sales volume, number of customers, and rate revenue for the study period. Consultant will conduct sensitivity analysis on the forecasted rate revenues. This analysis will include customer account growth adjusting for potential reductions in the use per customer from continued active and passive water conservation efforts.

Projection of Fees and other miscellaneous sources. Using the existing fee schedules, sewer connection fees and treatment plant fees based on the growth projections estimated from the water and sewer master plans will be projected. The fee revenue based on the different growth scenarios from the water and sewer master plans will be adjusted. Historical miscellaneous operating and non-operating revenues will be evaluated and reasonable projections for the 20-year study period will be developed in coordination with City staff.

Existing and Proposed Bonds: Consultant will project existing payments along with payments on any proposed debt. Any proposed bond issues will be in accordance with the City's debt policies summarized below:

- Limit long-term debt to only those capital improvements or long-term liabilities that cannot be financed from current revenue sources
- Utilize debt financing for projects which have a useful life that can be reasonably be expected to exceed the period of debt service for the project
- Protect and maintain the City's general credit rating of 'AAA'
- Examine efficacy of using inter-fund loans rather than outside debt to meet short-term cash flow needs.

Debt service coverage and reserve policies: Consultant will incorporate existing bond covenants and reserve policies into the financial plan. Consultant will develop all financial planning scenarios to meet the current debt service coverage requirement of 115% on parity debt and 115% on maximum annual debt service. The City's reserve policies will be followed when developing the financial planning scenarios. The City's current fiscal reserve policies for sewer include:

- Maintain working capital in the Wastewater and Water System funds to provide for future capital projects and unanticipated emergencies, such as pump station repairs. The City will attempt to maintain a working capital reserve of approximately 25% of the annual operating and maintenance expenses for the Sewer Fund.
- Accumulate at least $2 million each a year in the Sewer and Water Infrastructure Fund for replacement of infrastructure as the infrastructure reaches the end of its useful life.

Operating expenses: Consultant will use historical budget and actuals and the current budget to forecast operating expenses. Line item expenses will be adjusted for inflation and changes in operational costs due to new or replaced facilities or staffing changes. Consultant will incorporate changes to operating expenses based on project alternatives associated with a new and/or upgraded of expanded facilities.

Consultant will determine projected costs for the annual WPCP operating expenses in coordination with City staff.

Capital expenditures: Consultant will evaluate various financing scenarios using the 20-year capital plan, such as varying the timing and the level of bond proceeds and adjusting timing of projects if necessary. The financial plan will have the capability to analyse multiple capital plan scenarios to determine the optimal plan.

The results of this task will provide viable scenarios to test the long-term revenue sufficiency of proposed rate revenue adjustments to meet annual revenue requirements. Consultant will analze up to 10 different financial planning scenarios.

Study Reports and Meetings. Consultant will prepare a draft executive summary report detailing the analysis and recommendations in the financial analysis study and facilitate a web meeting to review the results with the City. Consultant will incorporate comments from the City and finalize the Study.

Deliverables:

- *Draft and Final Sewer and Water Financial Plan*

Task 3. Sewer Asset Condition Assessment

Our inspection team will collect and record field inspections and condition information in compliance with industry-standard procedures such as NASSCO MACP and PACP to standardize data collection and management procedures, including inspection protocols, defect coding systems, standard database formats, and database import/export routines, all of which will be used for this project, where applicable. The results of the inspections need to be evaluated as part of a comprehensive condition and risk assessment to prioritize and schedule the most critical repairs and rehabilitation.

We will help the City optimize asset management processes by using existing technology such as GIS and Computerized Maintenance Management System (CMMS) tools if available for data analysis, risk assessment, and inspections where appropriate. In addition, there are a growing number of technologies available for the inspection and condition assessment of sewer pipelines and associated infrastructure as described in **Task 15**.

Desktop Condition Assessment. In this task we will develop guidelines for determining remaining useful life of City's sewer systems, and assign a Likelihood of Failure (LOF) score for use on a desktop condition assessment.

- **Determine LOF Factors:** For the sewer system, probabilities of failure driver categories include pipe age, material, SSO history, or soil conditions. For each of these drivers there are multiple LOF factors that can be established in GIS. In the absence of previous condition assessment data, we will need to rely primarily on operational records (leaks, failures, SSOs) to determine these factors.
- **Conduct Desktop LOF Analysis:** Once LOF criteria is established, we will assign each asset a LOF score and validate the results with the City. Results will be documented in the Asset Condition Assessment Table.

Assessment of Criticality. The purpose of this task is to develop guidelines for determining the criticality of the sewer assets and assign Consequence of Failure (COF) scores based on multiple factors.

- **Determine COF Factors:** The consequence of failure rating determines the criticality of a pipeline for use in determining the COF score. COF is a function of pipe repair difficulty, location impact, and

pipe size drivers. We will work within these three driver categories to incorporate COF specific to the City issues, such as flooding or traffic disruption. We will identify factors to quantify potential consequences to system redundancy, outage duration, and cost of repairs.

- **Conduct Desktop COF Analysis:** Once COF criteria is established, we will assign each asset a COF score and validate the results with the City. Results will be documented in the Asset Condition Assessment Table.

Business Risk Exposure (BRE). Our team will use information established in the above exercises to identify each asset's risk score (BRE) based on its LOF and COF. This concept is illustrated in the simple risk matrix below.

Asset Depreciation. To conclude this task, we will develop a summary of replacement values for sewer utility assets and develop depreciation studies using information from the City's 2003 Depreciation Study along with information collected as part of this task. Replacement values will be developed using recent City and Bay Area bid tabs for pipeline and other asset construction costs.

Deliverables

- *Tables (MS Excel and PDF) – LOF, COF, and BRE Scores for Sewer Assets*
- *Tables (MS Excel and PDF) – 2018 Replacement Cost for Sewer Utility Asset*

Task 4. Develop Hydraulic Model and Calibrate Data.

The hydraulic model development will begin with the conversion of the existing Hydra model to the Innovyze® software. We will also incorporate new infrastructure per the updated GIS, sewer maps, and record drawings to represent current conditions. Attention will be paid to accurately representing physical components such as flow diversions and wastewater flow components that affect hydraulic performance to provide a well-functioning model and increase confidence in the results of the analysis. Available software tools such as network validation and viewing profiles will be utilized for efficient quality control. It is assumed that the City has current rim and invert elevations for any new facilities and that the elevations contained in the existing model are accurate.

Using the dry weather unit flows by parcel and land use developed in **Task 5**, wastewater loads will be initially allocated to the nearest manhole, then reviewed for accuracy to delineate subbasins and update the previous model sewer sheds. The unit flows for Base Sanitary Flow (BSF) and groundwater infiltration (GWI) will be calibrated using dry weather flow monitoring data (collected by others and provided by the City). Large (point source) dischargers will also be identified by the City utilizing the customer billing data and future use changes will be discussed with the City. The flow monitoring data will also be used to develop diurnal profiles by land use and, where possible, for specific large dischargers within the system. A scenario will be developed for existing dry weather conditions for the purpose of the calibration.

Wet Weather Flow (WWF) is a combination of calibrated BSF, wet weather GWI, and rainfall dependent inflow and infiltration (RDI/I). The RDI/I and wet weather GWI will be calibrated using wet weather flow monitoring and rainfall data. The rainfall and flow data will be reviewed and appropriate storms will be identified for model wet weather flow calibration. These storms need to be large enough to be used to predict a design storm event flow response.

Deliverables:

- *Sewer Hydraulic Model Development and Calibration Summary TM*

Task 5. Evaluate System Hydraulic Performance
The trunk system evaluation will be included and summarized as part of **Task 8**, Existing and Future Capacity Analysis.

Task 6. Develop Land Use Planning Information and Parcel Loads
The dry weather flow (DWF) is a combination of BSF and dry weather GWI. The BSF will be developed using wastewater flow factors, or unit flows, which are based on available City land use information received from City Planning Department, similar to development of the unit water demands above. These unit flows, represented as either gpd/acre or gpd/dwelling unit, will be compared with the baseline unit demands developed by others for the water system for consistency and as a measure of accuracy/calibration. Large (point source, average flows greater than 20,000 gpd identified by the City) dischargers will also be identified utilizing the customer billing data.

Deliverables:

- *Land Use Summary TM and Parcel GIS with current and future land use.*

Task 7. Develop Design Flow
The design storm will be based on our recommendations per our experience with other local agencies as well as the City's prioritized outcomes of this project. Most local agencies use a 5-year or 10-year recurrence frequency design storm of 6, 12, or 24-hour length as defined by the National Oceanic and Atmospheric Administration (NOAA) Precipitation Data Frequency Server, with the peak hour coinciding with the peak diurnal flow.

The design flow will be developed based on a design storm flow response to identify current and potential future hydraulic deficiencies during a design storm event. This task will also identify deficiency criteria, which will be reviewed and discussed with City staff, for use in the capacity analysis summarized in **Task 8**. Criteria may include depth to diameter ratio (d/D), freeboard, and/or velocity.

Assumption: Wet weather flow monitoring will be conducted by others and is not included in this scope of work. The proposed scope of work is based on the assumption that the data will coincide with at least one storm approaching a 2-year recurrence frequency or larger.

Deliverables:

- *Design Flow Criteria TM*

Task 8. Existing and Future Capacity Analysis
This task includes analysis of the hydraulic performance of the City's trunk and main collection system to identify capacity-triggered improvements for the existing (2020) and future buildout (2040) flows under design conditions. Once capacity deficiencies are identified, remaining capacity will be identified for future deficiencies and all improvements will be sized based on 2040 estimated design flows and prioritized based on the risk assessment and asset management approach.

The model results and potential improvements will be reviewed with City staff prior to finalizing recommendations. This analysis will be performed utilizing the 2020 and 2040 dry and wet weather flow as identified in **Task 6** and **Task 7**. Recommendations will also take into account projected timing of new development information provided by the City Planning Department. Hydraulic model results and capacity evaluation will be summarized in the **Task 11** deliverable.

Deliverable:

- *Sewer System Hydraulic Analysis and Capacity Analysis TM*

Task 9. Model Training
We will provide up to three in-house training sessions. The focus is to provide City staff with the basics for operating the models and understanding the structure of the various scenarios and alternatives. Additionally, operational tools will be covered to provide staff with the knowledge to use the hydraulic models to optimize system operation. If desired by the City, we can evaluate partnering with the selected software company to provide standardized training, while HydroScience provides system specific training.

Deliverables:

- *Sewer model training materials for up to 10 people in three 4-hour training classes*

Task 10. Sewer Utility Asset Renewal and Replacement Study Report
Our approach to the City's infrastructure condition assessment and R/R Studies is to collaborate with City staff to develop guidelines and provide support to ultimately rank the risk of failure in the system. Understanding the relative risk of failure for each pipe or system will help the City rationalize and justify the prioritization of replacement of system or its components. This task consists of the staged development of the R/R Study reports for sewer utility asset renewal, including the risk ranking, assessment, and development of actions based on **Task 3**. The guidelines, recommendations, and findings from asset condition assessment profiling will be combined into this task to develop the overall risk analysis. Finally, this task includes the list of prioritized R/R projects, recommendations, and cost estimates that will be used to develop CIP and update the risk analysis in the future. The R/R Study will include the five scope items listed in the RFP and will be developed based on the steps listed below.

- **Pipeline Risk Sensitivity Analysis:** We will perform a risk analysis of each pipe segment using the LOF and COF ranking criteria and results developed in **Task 3**. This risk mapping will identify pipelines and other assets that pose the greatest impending impact to the operation of the water and sewer systems, based on the anticipated timing and effect of failure. Risk is the product of LOF and COF. We will develop an overall risk matrix of the water or system by pressure zone or service area. We will provide an analysis of risk results and illustrate these on a system map.

- **High Risk Pipe Profiling:** This next step in the overall risk analysis provides a "short-list" of high risk pipes for further evaluation and analysis. The high risk pipelines will be evaluated and profiled for further assessment, based on the combined LOF and COF and developing action items such as immediate R/R or the need to gather further condition data. The high risk pipes are grouped into action levels. Three possible action levels include:

    - R/R. Based on current data and knowledge, the pipe is at high risk of failure. Determine appropriate rehabilitation or replacement project and initiate design.
    - Inspect. Based on current data and knowledge, the pipe is at high risk of failure. Determine appropriate inspection technique and execute inspection.
    - Watch List. Continue monitoring performance, collect failure data, and maintain systems, such as cathodic protection.

- **Prioritized R/R Projects List:** Based on the pipeline projects tagged with an "Inspect," we will evaluate inspection technologies, develop preliminary inspection areas that will optimize inspection activities and maximize benefits to each inspection. We will work with the City to evaluate the timing of capacity-related CIP projects with the recommended R/R project, so that multiple benefits can be achieved.

- **Develop Project Cost Estimates and Tools/ Technology Recommendations:** We will provide input on costs related to pipeline R/R unit costs and typical costs for tools/technology for different types of inspection activities and technologies. This unit cost information will be included in the report. The City will use this unit cost information to develop project planning level costs.

We will provide guidelines and documentation for analyzing the LOF, COF, and overall risk results in a draft and final report. Guidelines will include graphical analyses of results, assumptions, and observations used to interpret the risk results and risk management guidelines and recommendations to reduce the risk scores in the high risk pipelines. Additionally, we will provide a user's guide for step-by-step instructions for the GIS update process and how to use the risk tools so that the City can update this prioritization analysis in the future.

Deliverable:

- *Draft and Final Sewer Utility Asset Renewal and Replacement Study Report*

Task 11. Develop Capacity Relief Projects

We will identify capacity deficiencies in the existing sewer system under 2020 and 2040 design flows based on the deficiency criteria developed in consultation with the City. The updated hydraulic model runs from the scenarios in **Task 8** will identify potential wet weather conveyance capacity deficiencies for each scenario. Following identification of capacity deficiencies, we will review potential measures to address deficiencies including increasing facility size, collection system storage, or relief sewers. We will model these revised pipe segments and sizing to confirm that the resulting system performance will meet design criteria.

Deliverable:

- *Recommended Capacity Relief and Rehabilitation Projects (to be included in Draft Master Plan Report)*

Task 12. Evaluate Sewer Rehabilitation Program

Assess Sewer Rehabilitation Needs. We will use the results from the dry and wet weather flow calibration based on the flow monitoring data to help identify areas with higher inflow and infiltration (I/I). It is assumed that flow monitoring will present useful I/I data and will capture at least one storm approaching a 2-year recurrence frequency or larger. The hydraulic model will identify capacity deficiencies and target areas, which may be suitable for rehabilitation that could substantially reduce I/I. We will also review maintenance history, records, data, and results of the condition assessment from **Task 3** to understand problem areas and types of deficiencies

Develop Rehabilitation Plan. The results from the rehabilitation assessment will yield tributary areas, which would benefit from rehabilitation to reduce and/or correct I/I related to the collection system. Lateral-related I/I is not included in this analysis and will be considered on a case-by-case basis in coordination with the City. Sewer pipeline rehabilitation techniques to be considered will include spot repairs, slip-lining, cured-in-place-pipe (CIPP), pipe bursting (dependent upon host pipe material and size), and replacement. Manhole rehabilitation techniques include sealants, liners, coatings, brick and mortar repairs, and manhole covers and rings adjustments and seals. In some cases, sub-basin studies may be recommended to further isolate sources of I/I.

Deliverable:

- *Sewer Rehabilitation Plan (to be included in Draft Master Plan Report)*

Task 13. Wastewater Capital Improvement Plan Development

We will develop a recommended CIP that describes a logical and carefully considered set of prioritized CIP projects for facilities that are required to meet future wet weather and dry weather flows and other system needs, including projects that may be needed to rehabilitate or replace existing wastewater infrastructure. This CIP will be based upon the conditions of the existing system and outcomes of the previous tasks, to develop a priority array of anticipated projects. Capital improvement projects will be recommended based on asset management principles that incorporate the City's level of service definition and the evaluated risk assessment for the assets. Rehabilitation and replacement will be based on the useful remaining life of existing facilities based on time of installation and condition of the asset. The HydroScience Team will work collaboratively to identify, verify, and prioritize the identified projects to create a comprehensive CIP and triggers for each project. The CIP will include a time schedule for implementation over a 5, 10, 15, and 20-year planning horizon. Due to the timing of available wet weather flow monitoring data and report, we are proposing to eliminate the CIP submittal as a separate TM and instead present the draft CIP within the draft Master Plan Report.
CIP Review. HydroScience will collaborate with City staff in a workshop setting to discuss the CIP projects and priority timeline to incorporate additional considerations and to discuss the results with respect to the following categories of improvement:

- Improve reliability for emergency preparedness,
- Correct an existing system deficiency,
- Accommodate future development, and
- Facilities that provide multiple benefits.

Incorporating information from this review an updated CIP will be drafted. HydroScience will work with the City to provide a well-informed CIP.

Develop Cost Criteria and Estimates for CIP: HydroScience will use information from recent City construction projects and similar local projects to generate unit cost criteria. Construction cost information from these projects will be incorporated in the development of the City's cost estimates. These criteria will be used to develop planning level cost estimates for the recommended projects. Projects will be described in sufficient detail to support reliable planning level capital and operations and maintenance cost estimates (AACE Class 5, -30% to +50% order of magnitude), with underlying assumptions and project dependencies clearly described.

Deliverable:

- *Sewer System Capital Improvement Plan (to be included in Draft Master Plan Report)*

Task 14. Prepare Sewer Master Plan Report

This task involves preparing the SMP Plan draft document. It is expected that the SMP will be organized as follows:

- **Executive Summary:** Summary of the SMP
- **Section 1 – Introduction:** Purpose of the update, the methodology used and the SMP organization
- **Section 2 – Existing Land Use and Sewer System Description:** Describes City and sewer system
- **Section 3 – Condition Assessment:** Results of **Task 3** and a summary of the R/R Study Report.

- **Section 4 – Dry Weather and Wet Weather Sewage Flows:** Methodology for developing wet weather and dry weather existing and future sewage flows, conditions, and projections for hydraulic analysis.
- **Section 5 – Hydraulic Modeling Analysis:** Results of scenarios, assumptions, and criteria used
- **Section 6 –Implementation Strategy:** Justification for the recommended improvements necessary for future land use and development plans to buildout. Maps identifying deficiencies and proposed improvements
- **Section 7 – Capital Improvement Program:** Recommended improvements to address system deficiencies. Descriptions and budgetary costs will be provided for implementation into the City's CIP for the 5, 10, 15, and 20-year planning horizons.

Deliverables:

- *Draft and Final SMP, five (5) hard copies and MS Word and PDF electronic files*

Task 15. CCTV Sanitary Sewer Survey

All CCTV inspection work, defect coding and QC review will be performed by a NASSCO certified subconsultant in accordance with PACP. Our subconsultant's CCTV equipment includes inclinometers that indicate slope direction. Additional higher accuracy equipment is available to use should the City want exact slope measurements from the CCTV. However, the cost for using the more accurate equipment is approximately double and in most cases does not provide much benefit.

The HydroScience Team will evaluate whether CCTV alone will provide condition assessment data, and recommend whether additional inspections technologies such as 2D laser profiling or 3D laser (LiDAR) imaging might be required to definitively measure pipe deterioration and wall loss. We will review the inspection report and prepare a sewer collection system condition summary.

Deliverables:

- *Sewer Collection System Condition Summary*

EXHIBIT B

Schedule of Charges/Payments

The total not-to-exceed cost for this work is $642,000. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement. Consultant billing rates will be adjusted annually.

A Project Progress Report will be provided with each monthly invoice to show billing status by each major task, including amount budgeted, amount billed, work completed each month, and outstanding issues to be resolved.

Standard Schedule of Billing Rates

Effective January 1, 2019 through December 31, 2019

Labor Classification	2019 Hourly Rate
Principal	$240
Engineer IX	$230
Engineer VIII	$220
Engineer VII	$210
Engineer VI	$200
Engineer V	$190
Engineer IV	$180
Engineer III	$170
Engineer II	$160
Engineer I	$145
Engineering Aide	$80
Construction Professional VI	$160
Construction Professional V	$150
Construction Professional IV	$140
Construction Professional III	$130
Construction Professional II	$120
Construction Professional I	$110
CAD Manager	$120
CAD Designer I	$100
Marketing Professional	$90
Administrative II	$80
Administrative	$65

Hourly billing rates include postage and telephone charges that are normal to the work authorized. Other direct costs for travel, reproduction, mail service, outside services, etc. will be invoiced at 110 percent of the actual cost.

EXHIBIT C

Activity Schedule

The project will commence from the date of the Notice to Proceed and all activities for the project will be completed by December 31, 2021.

EXHIBIT D

Insurance Requirements

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

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

_____

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

Surety Bonds:

___ Contractor shall provide the following Surety Bonds:

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

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Other Insurance Provisions:

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

____ Additional Insured Status:

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

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

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

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

____ Primary Coverage:

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

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

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

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

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

____ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

____ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

____ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of _____, 20____ ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and Schaaf and Wheeler, a California CORPORATION with its principal place of business at 100 North Winchester Blvd., Suite 200, Santa Clara, CA 95050 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

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

City of Milpitas – Stormwater Master Plan (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **$134,629 (one hundred thirty-four thousand, six hundred twenty-nine and 0/100)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon the Effective Date. Consultant shall complete the services required hereunder by December 31, 2021. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

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

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

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents ($1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

Not Used

16. Laws and Venue.

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

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

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

19. Organization

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

20. Limitation of Agreement.

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

21. Notice

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

CITY:	CONSULTANT:
City of Milpitas	Schaaf & Wheeler Engineers
455 E. Calaveras Boulevard	100 N. Winchester Blvd.
Milpitas, California 95035	Santa Clara, CA 95050
Attn: Tony Ndah, Public Works Director	Attn: Charles D. Anderson, President

and shall be effective upon receipt thereof.

22. Third Party Rights

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

23. Equal Opportunity Employment.

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

24. Entire Agreement

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

25. Severability

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

26. Successors and Assigns

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

27. Non-Waiver

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

28. Time of Essence

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

29. City's Right to Employ Other Consultants

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

30. Prohibited Interests

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

31. Wage Theft Prevention

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND SCHAAF AND WHEELER.

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

CITY OF MILPITAS
Approved By:

Steven G. McHarris, Interim City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Director of Finance

Approved As To Content:

Tony Ndah, Public Works Director

SCHAAF AND WHEELER

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

Task 1. Project Management

Task 1A - Project Management Plan (PMP). To help manage the development of the Storm Drain Master Plan, Schaaf & Wheeler will prepare a Project Management Plan (PMP). This document will include a quality assurance / quality control program and procedures for communication protocols, project documentation, roles and responsibilities, budget, and schedule control.

Task 1A. Deliverables:

- *Project Management Plan*
- *QA/QC Plan*

Task 1B – General Management and Project Coordination. Schaaf & Wheeler will maintain files related to all project work including communication, invoices and contract related documents, calculations, models, GIS databases, reports and graphics. This task also includes general coordination meetings at the City and through teleconferences.

Task 2. Data Collection/Preliminary Research/System Review/Field Inspection

Task 2A – Collect and Review System Information and Data. Schaaf & Wheeler gathered record information that is compiled within the GIS for the Milpitas storm drain system as part of the CTP watershed study for Berryessa Creek and Lower Penitencia Creek in Milpitas and Upper Penitencia Creek in San Jose. As part of this task we will review existing reports and information related to storm drain system data not already part of the established GIS including:

- General Plan
- Midtown Specific Plan
- Transit Area Specific Plan
- Maintenance records since 2016
- Record drawings for Bellew, Oak Creek, McCarthy, and Murphy Pump Stations
- Current operational settings for pump stations if changed since 2016
- Pump performance curves for pump stations that discharge to Coyote Creek
- Status of Storm Drain CIP (completed, currently planned, designed and future pending projects)

Schaaf &Wheeler prepared the 2013 Storm Drain Master Plan and was the lead modeler for the comprehensive Lower Penitencia-Berryessa and Upper Penitencia Watershed Flood Study for Santa Clara Valley Water District as part of FEMA's Cooperating Technical Partners (CTP) program in 2018. As such, many of the documents listed above have already been obtained and reviewed. Schaaf & Wheeler will provide the City with an annotated list identifying remaining information needed prior to the kickoff meeting.

In addition to reviewing the above information, we will contact the Planning Department for other relevant planning information if needed to confirm existing and future service areas for potential land use changes.

Task 2B – Field Investigation and Operations Staff Interview (Storm). To maximize time and efficiency, initial field investigations and interview with operations staff shall be scheduled following the kickoff meeting with key members of the Schaaf & Wheeler team and the City's operations staff. It is anticipated that field visits will take no more than two days to complete. An inspection form/questionnaire will be prepared prior to the field visit to ensure information needed to complete the project are documented. The intent of the field visits is to visually inspect the facilities and note existing condition by photographing the facility; documenting function, criticalness/consequence of failure, and age of equipment based on name plate, maintenance records, and/or interview with City staff; and identifying leaks, corrosion, and coating condition. Interviews will be conducted during the field visit to gain an understanding of any system changes since the 2013 and 2018 storm drain analyses. Performance of the equipment and/or facility will be based on service records such as pump curves, pump performance tests and interviews with City staff.

Visual investigation will include the following major facilities, problem areas, and recently completed capital improvement projects of significance.

Major Storm Drain Pumping Facilities: California Circle, Jurgens, McCarthy, Abbott, Minnis, Penitencia, Wrigley-Ford, Beryessa, Manor, Spence, Bellew, Murphy, Oak Creek

The distribution and collection systems will be evaluated using hydraulic modeling, maintenance history, type of material, age, City documented soil conditions, video inspections if available, and criticality/consequence of failure. Visual inspection or corrosion testing of below grade facilities is not included as part this task.

Task 2C – Data Gap Analysis (Storm). Upon completion of Tasks 2A and B above, Schaaf & Wheeler will identify data gaps in our current GIS and resolve discrepancies found between the GIS database, field observations, and record drawings. If allowed by the City's GIS staff, our updated GIS database can be transferred directly. Otherwise, a spreadsheet with the discrepancies and corrections needed will be prepared and transmitted to the City. The City's existing Excel asset inventory spreadsheet will be updated.

Task 2. Deliverables:

- *Field Inspection and Interview forms – PDF via email*
- *Updated GIS database and/or spreadsheet identifying discrepancies and changes made – electronic GIS data file and Excel spreadsheet transmitted electronically*
- *Updated asset inventory – Excel spreadsheet transmitted electronically*

Task 3. Storm Drain Master Plan Update

Task 3A – Storm Drain Master Plan Update. Upon completion of Tasks 2A and B above, Schaaf & Wheeler will update the integrated catchment model (ICM) recently completed for Valley Water to represent all of the City's storm drainage system, regardless of pipe size, within the GIS system and break down watershed catchments to a scale representative of the detailed storm drain system within the GIS database. The database will updated to include storm drains installed since the 2013 SDMP update was completed based on data provided by the City, field observations, and record drawings. The updated database will be provided to City staff in GIS and/or AutoCAD formats for their review and reconciliation.

Connections between storm drain system outfalls and the creek network will be updated as necessary to include storm drain outfalls smaller than 24 inches in diameter. Storm drain systems and pump stations within the McCarthy, Bellew, Murphy, and Oak Creek drainage basins will be added to the model. We are currently working with Valley Water under a separate agreement to establish locations of capacity restrictions along Coyote Creek. We thus have access to their latest hydrologic and hydraulic modeling for Coyote Creek. We will seek approval to utilize models of the Coyote Creek reach that affects Milpitas storm drain system performance. Coyote Creek will be included as a boundary condition within the integrated catchment model (ICM).

The previously calibrated and verified ICM model will be run using existing land use conditions to establish system deficiencies based on level of service criteria from the 2013 Storm Drain Master Plan. The 10-year and 100-year design storms will be simulated.

A prioritized Capital Program will be developed based on the aforementioned level of service criteria and prioritization concepts outlined in the 2013 Storm Drain Master Plan, subject to modification based on City staff input. This represents the storm drainage CIP in the absence of future development.

The new Municipal Regional (MRP) Stormwater Permit (Order No. R2-2015-0049) has several requirements pertaining to Green Infrastructure Planning and Implementation, and incorporation of these principles into storm drain infrastructure design. Schaaf & Wheeler will work with the City to identify opportunities to integrate LID and green infrastructure components into the City's CIP projects and to guide future development. We will include a section in the Storm Drain Master Plan Update summarizing LID and green infrastructure opportunities within the City; again based on existing land use in the absence of future development.

Task 3A. Deliverables:

- *Updated GIS database and/or AutoCAD files with complete storm drain system schematic,transmitted electronically*
- *Complete ICM model database for storm drainage*
- *Preliminary CIP for existing land uses*
- *Green Infrastructure Plan*

Task 3B – Future Development Impacts on Storm Drain CIP. (This Task covers Task 1B for the storm drain master plan updated listed in the RFP.) Upon completion of Task 3A above, Schaaf & Wheeler will rerun the storm drain analyses with land use information featuring specific proposed developments, either separately or in combinations. System deficiencies will be established based on the same level of service criteria as in Task 3A. The 10-year and 100-year design storms will be simulated.

A series of prioritized Capital Programs will be developed based on the aforementioned level of service criteria and prioritization concepts, for each of the future development scenarios. Differences in CIPs represent each land use scenario's responsibility for additional capital improvements that would not be required otherwise. Differences will be measured in the lineal feet of commonly available pipe sizes, or required storage volume.

Task 3B. Deliverables:

- *Memorandum outlining land use scenarios that reflect future development*
- *ICM model database for changes in watershed characteristics based on future development*
- *Preliminary CIP with future development*
- *Outline of CIP differences and present worth and amortized cost differentials*

Task 3C – Storm Drain Master Plan Document. Schaaf & Wheeler will discuss potential format changes with the City, and update the 2013 Storm Drain Master Plan document to reflect work products developed in Task 3A and 3B. The 2013 SDMP remains organized using City drainage basin designations that date back to the late twentieth century, and with a City-wide integrated storm drain and riverine model, it probably makes sense to update the master plan document's organization. Schaaf & Wheeler will make up to two separate presentations to City staff and interested stakeholders.

Task 3C. Deliverables:

- *Draft SDMP document in Word and pdf formats*
- *Final SDMP document in Word and pdf formats*
- *Appendices in Word, pdf and other hard copy and digital formats as appropriate*

EXHIBIT B

Schedule of Charges/Payments

The total not-to-exceed cost for this work is $134,629. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement. Consultant billing rates will be adjusted annually.

A Project Progress Report will be provided with each monthly invoice to show billing status by each major task, including amount budgeted, amount billed, work completed each month, and outstanding issues to be resolved.

EXHIBIT C

Activity Schedule

The project will commence from the date of the Notice to Proceed and all activities for the project will be completed by December 31, 2021.

EXHIBIT D

Insurance Requirements

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

___ Insurance appropriates to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

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

_____

Contractor/Consultant Signature

Builder's Risk (Course of Construction):

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

Surety Bonds:

___ Contractor shall provide the following Surety Bonds:

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

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

Contractor's or Consultant's Pollution Legal Liability:

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

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

Other Insurance Provisions:

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

____ Additional Insured Status:

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

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

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

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

____ Primary Coverage:

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

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

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

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

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

____ Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

____ Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

____ Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

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

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

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

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract of work.

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider Mayor's Recommendations for Removal of One Commissioner and Appointment of Milpitas Chamber of Commerce Representative to the City of Milpitas Economic Development and Trade Commission (Contact: Mayor Tran, 408-586-3029)**
Category:	Consent Calendar-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Receive Mayor Tran's recommendations, and move to remove Commissioner Dhaval Brahmbhatt from his current term as the Commissioner representing Technology on the Economic Development and Trade Commission; and, newly appoint Inderjit Mundra as voting Commissioner representing the Chamber of Commerce to a term that expires in April 2021. Also, confirm Tina Broyles as Alternate from the Milpitas Chamber of Commerce, per Chamber Board action.

Background:

The purpose of the Economic Development and Trade Commission (EDTC) is to advise the City Council on business issues, cultivate international trade relationships, and make recommendations on the design, development, and implementation of economic development programs and initiatives in Milpitas.

The EDTC was originally established by the Milpitas City Council on February 18, 2003, as the Economic Development Commission. On August 21, 2018, City Council approved a merger of the Economic Development Commission with the dissolved Sister Cities Commission topics to form the Economic Development and Trade Commission. Additionally, on August 21, 2018, the City Council adopted the City's first Commission Handbook, which states that all Commissions shall consist of seven Commissioners and two Alternates (with the exception of the Planning Commission). Historically, the Economic Development Commission had been comprised of eleven Commissioners and two Alternates.

On April 16, 2019, Council re-appointed three Commissioners (Ms. Lynne Rice, Mr. Jeffrey Chen, and Mr. Chris Norwood); newly appointed two Commissioners (Mr. Matthew Taylor and Mr. Victor San Vicente); and newly appointed two Alternate Commissioners (Mr. Dipak Awasthi and Ms. Juliette Gomez) to the EDTC.

On June 10, 2019, Mr. Jeffrey Chen resigned as Vice Chair of EDTC. Mr. Chen served as the Business – Hospitality representative due to his role as General Manager of the Embassy Suites Milpitas – Silicon Valley. Mr. Chen's resignation was due to an out-of-state transfer opportunity with Embassy Suites. The Business – Hospitality representative is currently vacant and unfilled.

Commissioner Dhaval Brahmbhatt has been an EDTC member since its inception and is currently serving in a term that is scheduled to expire in April 2020. Commissioner Brahmbhatt informed EDTC staff liaisons this year, on two separate occasions, most recently on August 13, 2019, that his employer was no longer located within city boundaries, thus making Commissioner Brahmbhatt ineligible to serve on the Commission. On August 15, 2019, Commissioner Brahmbhatt relocated his business to Milpitas by executing a month-to-[illegible] lease agreement for property located at 1 North Main Street. Suite 4, Milpitas, CA 95035.

Commissioner Warren Wettenstein has been the Chamber of Commerce representative for 8 years. He is currently serving an "extended" term after his regular term expired in April 2018. The Chamber of Commerce Board recently elected to appoint Mr. Inderjit Mundra as their new representative and also confirmed Ms. Tina Broyles as their Alternate.

Per the recently Council approved City of Milpitas Commissioner Handbook, the Mayor of a General Law City has the power of appointment, upon confirmation of the City Council.

Analysis:

The following 10 applicants submitted applications for consideration by the Mayor and City Council for appointment or reappointment to the EDTC.

	Name	**Eligibility**	**Application Received**
1.	Inderjit Mundra	May Be Appointed	July 2019
2.	Tina Broyles	May Be Appointed	July 2019
3.	Casey McNeil	May Be Appointed	June 2019
4.	Raghu Reddy	May Be Appointed	June 2019
5.	Warren Wettenstein	May Be Appointed	January 2019
6.	Steven Belong	May Be Appointed	March 2019
7.	Peter Chang	May Be Appointed	September 2018
8.	Francie Soito	May Be Appointed	November 2018
9.	Dennis Grilli	May Be Appointed	October 2018
10.	Massoud Arefi	May Be Appointed	October 2018

Fiscal Impact: Appointments to City Commissions will result in no new fiscal impacts.

Recommendations:
Receive Mayor Tran's recommendations, and move to remove Commissioner Dhaval Brahmbhatt from his current term as the Commissioner representing Technology on the Economic Development and Trade Commission; and, newly appoint Inderjit Mundra as voting Commissioner representing the Chamber of Commerce to a term that expires in April 2021. Also, confirm Tina Broyles as Alternate from the Milpitas Chamber of Commerce, per Chamber Board action.

Attachments:
A. All current Economic Development and Trade Commission applications
B. Letter of Milpitas Chamber of Commerce Board Action

COMMISSION APPLYING FOR:	Economic Development and Cultural Trade Commission
Title	Mr.
Name	Inderjit Mundra
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	
Present Employer	ComfortLighting Inc
Occupation	Business Development
Education: If Youth Advisory Commission applicant, indicate your grade/school:	BA Maths, BA Physics
College, Professional, Vocational, or other schools attended	Sacramento State University, UC Davis
Major Subject	Physics
Degree	BA

City Clerk's Office
JUL 16 2019
RECEIVED

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Milpitas Chamber
Member	Board Director

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):
National and International Business Development in the High Tech domain. Familiarity with legal considerations influencing business.

Date Jul 16, 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	Tina L Broyles
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	
Present Employer	LoanPros, Inc
Other Phone	[redacted]
Occupation	Home Loans/Real Estate sales

City Clerk's Office
JUL 16 2019
RECEIVED

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Milpitas Chamber of commerce
Member	President

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Date Jul 16, 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	Massoud Arefi Arefi
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	
Present Employer	Retired
Other Phone	[redacted]
Business Address (Optional)	
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

City Clerk's Office
OCT 08 2018
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):
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.

M. Arefi

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	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

City Clerk's Office
MAR 06 2019
RECEIVED

Present Employer	IUPAT DC16
Business Address (Optional)	[redacted]
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

[redacted]

City Clerk's Office
MAR 19 2019
RECEIVED

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	Peter CHANG
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

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.

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	[redacted]
Address	
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

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.

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	Casey McNeil
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	
Present Employer	Flex
Other Phone	[redacted]
Business Address (Optional)	
City	Milpitas
Postal / Zip code	95035
Occupation	Automation Manager
College, Professional, Vocational, or other schools attended	Tennessee Tech University
Major Subject	Pre-law
Degree	BS

City Clerk's Office
JUN 25 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):
Flex is a large manufacturing company with 200,000 employees across 30 countries and 100+ sites. Our flagship site is the Milpitas campus, where we have 12 buildings and approximate 2,000 employees. As Automation Manager, my role is to oversee projects that will lower manufacturing costs with the goal of bringing back more manufacturing to the United States. I am part of the senior staff and have regular meetings with our executive teams.

Date Jun 25, 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.

Casey McNeil

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	[redacted]
Address Type	Residence
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

City Clerk's Office
JUN 27 2019
RECEIVED

Present Employer	Turning Point
Business Address (Optional)	1545 Larkwood ct
City	Milpitas
Postal / Zip code	95035

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization	Milpitas City--EDC
Member	Commissioner
Name of Organization	ATA
Member	Chairman-
Name of Organization	CEO
Member	Turningpoint

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):

Greetings Team!
Am an MBA and Emerging Leadership Program at Harvard Business School.
I have been the EDC commissioner for the last 5 years. I am a Milpitas resident and Business owner for over a decade.
I am the BOD and Chairman for the various organization-
Chairman- Member Benefit - ATA- Largest Indian Telugu association in US
VP - Membership - Milpitas ToastManster
Parliamentarian - MHS
EX VP- for KKNC
EX VP- Russell Middle School and various other organization-
and BOD for various other cultural and community organizations.
I have my own IT organization, hence I qualify for both,as a resident or Business Category should be fine

This great experience will help in serving my Paramount Milpitas city Commission in a prudent way.

Tons of thanks for your help-
Raghu Reddy
408 784 8000

Date Jun 27, 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	Francie Soito
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

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).

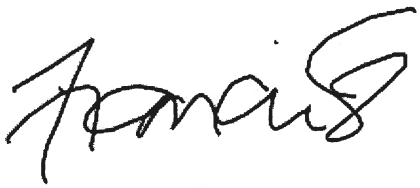
Name of Organization	Chamber of Commerce
Member	2017 - 2018 no longer active

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	Warren G Wettenstein
Address Type	Business
Address	[redacted]
City	Milpitas
Postal/Zip Code	95035
Mobile Number	[redacted]
E-Mail Address	

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 instgrumental 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.

July 29, 2019

RE: Economic Development &/Trade Commission Liaison Appointment from Milpitas Chamber of Commerce

To Whom It May Concern,

After significant discussion, a unanimous agreement by the Board of Directors voted Inderjit Mundra take on the position as liaison for the Milpitas Chamber to the Economic Development & Trade Commission. Inderjit Mundra agreed to accept this responsibility.

The Board felt that Inderjit Mundra was qualified as he is professional, reliable, committed, he follows thru and gets things done. He is a long term Milpitas resident and he brings valuable industrial experience on both national & International levels.

To support Inderjit in this role, the Board of Directors voted Tina Broyles was best suited to be the alternate. Tina Broyles brings vast knowledge of the area in business & residential needs.

Sincerely,

Tina Broyles

Tina Broyles,
President of the Milpitas Chamber Board of Directors

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Consider Request from American Cancer Society to Waive Fees for the "Bark for Life" Walking Fundraiser at Murphy Park on October 5, 2019**
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	9/17/2019
Staff Contact:	**Mary Lavelle, 408-586-3001**
Recommendation:	Waive $1,412.63 (and up to $1,500 maximum if additional City fees are incurred) of identified City Planning and Recreation and Community Services fees charged for costs related to the American Cancer Society's Bark for Life walkathon event at Murphy Park on October 5, 2019.

Background

On May 31, 2019, the City Clerk received a Fee Waiver Request Application Form from the American Cancer Society for the Bark for Life fundraising event (successor to its prior Relay for Life). The group will host the second "Bark for Life" as a fun walk with dogs at Murphy Park. IRS letter demonstrating non-profit status of American Cancer Society was received, as required per Standard Operating Procedure No. 1-7 adopted by City Council on April 16, 2013.

The adopted Fiscal Year 2019-20 Budget includes $25,000 for donations, fee waivers, and events. Allocation of this money for the full Council versus individual Councilmembers was included as a discussion item for the August 20, 2019 Council meeting, however, due to time constraints, the item has been deferred to this September 17 meeting agenda. Due to time sensitivity of the request in this report, this fee waiver is being brought forward for Council consideration, prior to the policy discussion. On September 3, the City Council also approved two donation requests for a total of $1,000.

Analysis

Milpitas City Council adopted the "City Council Donation and Fee Waiver/Reduction Policy" on April 16, 2013. A copy is included as an attachment. This policy allows Milpitas non-profit organizations to request City fees to be waived up to $1,500 or a donation amount up to $500 to be granted upon request. The requesting groups must be local Milpitas non-profits and provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board. Groups are requested to file a follow up report with the City Clerk after the event for which the fee waiver or funds were requested.

The request is for the City Council to waive several City fees – up to the maximum $1,500 - for the upcoming Bark for Life fundraising walk sponsored by the American Cancer Society at Murphy Park on Saturday, October 5, 2019.

City of Milpitas fees requested to be waived are:

Planning Department Special Event Permit fee:	$909.00
Planning Automation Fee:	$ 23.63
Recreation and Community Services – picnic area rental fee:	$120.00
Recreation and Community Services – hourly field rental:	$360.00
TOTAL	$1,412.63

An additional $87.37 (maximum $1500 - $1412.63 identified costs) may be waived, if additional staff time is required at the park, i.e. for staff to stock the park restrooms and/or assist with use of electricity, if needed.

Milpitas residents (volunteer staff) planning the Bark for Life event applied for a Special Event Permit from the Planning Department. The location has been reserved and deposit fees paid toward costs for the picnic area and park rental at Murphy Park from Recreation and Community Services.

Fiscal Impact
$25,000 was approved and included in the adopted FY 2019-20 City budget for City Council's Unallocated Community Promotions. If this request is approved, $22,587.37 would remain in that line item of the current year's budget if the total fees above are waived. If additional fees are incurred, up to $87.37 additionally may be waived.

Policy Alternatives:

Alternative 1: Do not approve the fee waiver as requested

Pros: The City's General Fund will not incur the costs of the donations.
Con: Denial of the request would negatively impact the non-profit organization.

Reason not recommended: Denial of this request would negatively impact a valuable non-profit organization in the community. Denial would not allow the ACS to maximize its fundraising efforts at Bark for Life.

Alternative 2: Defer approval of the fee waiver requested after Council's consideration of the draft Council Policy titled "Council Policy for Events."

Pros: Council would have an opportunity to discuss a comprehensive policy before taking action on any donations or fee waivers.

Con: Deferring this request would negatively impact the non-profit organization.

Reason not recommended: Deferring approval of this request would negatively impact a valuable non-profit organization in the community and would not allow the ACS to maximize its fundraising efforts at Bark for Life.

Recommendation
Waive $1,412.63 (and up to $1,500 maximum if additional City fees are incurred) of identified City Planning and Recreation and Community Services fees charged for costs related to the American Cancer Society's Bark for Life walkathon event at Murphy Park on October 5, 2019.

Attachments
a) Application Form + IRS letter
b) Event Flyer
c) City Council Donation and Fee Waiver Policy
d) List of Donations/Fee Waivers FY 2019-20

City Clerk's Office
MAY 3 - 2019
RECEIVED

City of Milpitas
Donation or Fee Waiver/Reduction Request Application Form
for Non-Profit Organizations

Complete this form and return it to Milpitas City Clerk

Please provide a copy of the IRS tax-exempt letter with the application.

Name of Organization: ACS (American Cancer Society)

Is there a Milpitas branch or affiliation? Office: 747 Camden Ave. Ste B. Campbell, CA

Mailing Address: 660 Evans Rd.
Milpitas, CA 95035

Contact Person: Maida Lecours Telephone No. 408-315-3669

Email Address: maida_lecours@yahoo.com

What is your request? Donation Amount Requested $1,110.00 rental Murphy Park BR

Fee Requested to be waived (type and $ amount) Permits and field rental

Event date(s): 10/5/2019 - Milpitas Bark For Life

What is the purpose of the event? community event to Raise Funds and Awareness for the American Cancer Society

How will the Milpitas community benefit from this event? Support and Research, including but not limited to: 24/7 counceling phone line, Road to Recovery program, Hope Lodges, Hotel partners, etc.

What % of the fund raising proceeds will benefit Milpitas community? 75-80%

How will the City's contribution (if granted) be recognized in any publicity? If requested, in all promotion material and event materials.

Within 60 days after completion of the event for which a donation was received or a fee waiver/ reduction was granted by the City of Milpitas, your organization will provide a written report to the City Clerk to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Signature of Officer: Maida Lecours Date: 5/28/2019

Print Name & Title: Maida Lecours, chair

Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: March 30, 2016

AMERICAN CANCER SOCIETY INC
NATIONAL HOME OFFICE
250 WILLIAM ST 4TH FLOOR
ATLANTA GA 30303

Person to Contact:
Mrs. Brown 02=02975
Toll Free Telephone Number:
877-829-5500
Employer Identification Number:
13-1788491
Group Exemption Number:
0580

Dear Sir or Madam:

This is in response to your March 21, 2016, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in November 1942, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Because your subordinate organizations are organizations described in section 170 (c) of the Code, donors may deduct contributions made to them.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Bark For Life® is an American Cancer Society Relay For Life fundraising event that honors the care giving qualities of canine companions and supports our life saving mission. The event includes a noncompetitive walk for dogs and their owners to raise funds and awareness for the American Cancer Society's fight against cancer. Our fundraising dollars go directly to human cancer research. Bark For Life is a great day of fun with your dog — or as an individual!

To learn more about Bark for Life Milpitas, please visit:

http://main.acsevents.org/site/TR/RelayForLife/BFLCY19WER?pg=entry&fr_id=94984

Save the Date!

Bark for Life Milpitas
Saturday 10/5/2019 from 10:00am - 2:00pm
Murphy Park - 1571 Yellowstone Ave.
Milpitas, CA 95035

No. 1-7
Effective: 04/16/2013

CITY OF MILPITAS, CALIFORNIA
STANDARD OPERATING PROCEDURE

SUBJECT: CITY COUNCIL DONATION AND FEE WAIVER/REDUCTION POLICY

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1. Purpose

The City of Milpitas recognizes the value of partnership with other agencies and organizations in providing services that benefit the community and its residents. To that end, the City may provide a donation or grant a reduction and/or waiver of fees to intergovernmental agencies or non-profit organizations that provide Milpitas community benefit.

2. Donation and Fee Waiver Budget

With each budget cycle, the City Council will establish an annual budget amount for donations or fee waivers/ reductions for unspecified community events. Except for extraordinary circumstances, donations and or fee waivers/reductions will not be granted once the budgeted amount has been expended.

3. Requirements

a) Any requests for donation or fee waiver/reduction must be submitted in writing using the attached application form.

b) Requests for donations or fee waivers/reductions will be considered by the City Council during a regularly scheduled meeting.

c) To be eligible, the organization must be a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency. In either case, only events that provide community benefit within the City of Milpitas shall be eligible. If fund raising is involved, the organization must demonstrate that at least 60% of fund raised will be of general benefit to the Milpitas community. The organization must be non-discriminatory, and non-political in nature, based in Milpitas or have a local affiliation within the City.

d) If the request for donation or fee waiver/reduction is for a community event, the event must be advertised, open to the public and no entrance fee shall be charged for the event.

e) Fee waivers/reductions only apply to services provided by the City during its regular course of business. Such fees may include rental fees for the City's facilities or equipment, building permit fees or fire permit fees. Any City staff overtime costs required due to the event cannot be waived.

f) The City Council may grant donation or fee waiver/reduction to each organization once annually, regardless of how many branches or affiliations it may have in the City.

g) The fee waiver/reduction amount is further subject to $1,500 maximum annually and the donation amount is subject to $500 maximum annually for each organization. A fee waiver/reduction request cannot be combined with a donation request.

h) To the extent possible, the City's contribution should be recognized in the event fliers and/or advertising.

i) Within 60 days after completion of the event in which a donation was received or a fee waiver/reduction was granted by the City, the organization will provide a written report to the City Clerk to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

j) Failure to abide by the rules and procedures as set forth in this document will result in the organization being denied for funding and/or fee waiver/reduction in the future.

City of Milpitas
Donation or Fee Waiver/Reduction Request Application Form
for Non-Profit Organizations

Complete this form and return it to Milpitas City Clerk

Please provide a copy of the IRS tax-exempt letter with the application.

Name of Organization: _____

Is there a Milpitas branch or affiliation? _____

Mailing Address: _____

_____

Contact Person: _____ Telephone No. _____

Email Address: _____

What is your request? Donation Amount Requested _____ OR

Fee Requested to be waived (type and $ amount) _____

Event date(s): _____

What is the purpose of the event? _____

_____

How will the Milpitas community benefit from this event? _____

_____

What % of the fund raising proceeds will benefit Milpitas community? _____

_____

How will the City's contribution (if granted) be recognized in any publicity? _____

_____

Within 60 days after completion of the event for which a donation was received or a fee waiver/ reduction was granted by the City of Milpitas, your organization will provide a written report to the City Clerk to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Signature of Officer: _____ Date: _____

Print Name & Title: _____

CITY COUNCIL UNALLOCATED COMMUNITY PROMOTIONS BUDGET

Fee Waiver + Other Requests by FY

Fee Waiver or Donation Requested by:	Event	Event Date	$ Amount waived or allocated	Date Approved or Scheduled for Consideration by City Council	City Council Community Promotions Unallocated 100-100-4203 balance
FY 2019-20					$25,000.00
Korean Language & Culture Foundation	Hangeul Day - donation	9/19/2019	$500.00	approved 9/3/2019	$24,500.00
Milpitas Community Educational Endowment	Mid-Autumn Festival - donation	9/28/2019	$500.00	approved 9/3/2019	$24,000.00
American Cancer Society	Bark for Life run/walk - park rental fee waiver	10/5/2019	$1,412.63	*on 9/17/2019*	

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Re-open the Public Hearing and Adopt a Resolution for the Summary Vacation of an Existing Public Service and Utility Easement at 1646 Centre Pointe Drive (Staff Contact: Steve Erickson, 408-586-3001)**
Category:	Public Hearings-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendations:	1. Re-open the public hearing continued from September 3, 2019, hear comments and move to close. 2. Adopt a resolution for the summary vacation of an existing Public Service and Utility Easement at 1646 Centre Pointe Drive.

Background:
On May 3, 2016, the City Council conditionally approved the Site Development Permit (SD15-0012), Conditional Use Permit (UP15-0016) and the Vesting Tentative Map (MT15-0011) to allow for the development of two mixed use buildings consisting of 694 dwelling units and 36,500 square feet of commercial space located at 1646 Centre Pointe Drive, within the Transit Area Specific Plan (TASP) area (Project).

Based on the above approvals, on September 5, 2017, the City Council subsequently approved the Subdivision Improvement Agreement (SIA) for the Project to guarantee completion of public improvements including installation of sidewalk; curb and gutter; driveway approach; median-island; street pavement; utility mainlines and services; relocation of existing public utilities; signage and striping; landscaping; and other miscellaneous items of work identified on the public improvement plans.

Analysis:
The Project Vesting Tentative Map and Conditions of Approval (COA), were recommended for approval by the Planning Commission on April 13, 2016, and approved by the City Council on May 3, 2016 (Attachments 3 and 4). The COA includes condition No. 57 requiring the Developer to dedicate new public service utility easements and to abandon/vacate an existing public service utility easement on the parcel once all existing public utilities within the easement are relocated, abandoned or removed. The easement to be abandoned/vacated was dedicated for public service purposes including sidewalk, storm, sewer, water, gas, electric, telephone and television facilities, and this easement contained public dry utilities.

In accordance with COA No. 57 and the approved SIA, the Developer has dedicated new public service utilities easements, and has completed the relocation of the existing dry utilities from the old easement. The existing easement is no longer needed for public use and it is recommended to be abandoned and vacated. Staff recommends the easement vacation because its location is not compatible with construction of the new development as previously approved by the City Council**.** The draft Resolution (Attachment 1) for the Summary Vacation and Exhibits A and B (Attachment 2) which shows the details of the 1,969 square foot easement that is recommended for vacation are provided in the agenda packet.

Pursuant to California Streets and Highways Code Sections 8333 and 8335, the City Council may summarily vacate and abandon a public service and utility easement that has been superseded by relocation and no other public facilities are located within the easement. The vacation process occurs in several steps, commenc with the relocation of any utilities located within the easement. Once the Resolution of Summary Vacatio

including Exhibits A and B is adopted by the City Council and recorded with the County of Santa Clara Recorder's Office, the existing easement will be vacated and no longer exist.

Policy Alternative:

Alternative: Not adopt resolution for the summary vacation of an existing PSUE.

Pros: None

Cons: The easement in question is minor and staff has determined it is no longer required for public utilities. The approved project COA No. 57 requires the Developer to vacate the easement once all utility relocation have been completed. The location of the existing easement is not compatible with the development project approved by the City Council in 2016 as a residential structure was approved over the easement with the requirement to remove the existing utilities. Not approving the vacation would require redesigning the project to avoid construction of a structure within the easement. This would necessitate amending the various entitlements (SD1500012, UP15-0016, MT15-011, and SIA) that were previously approved by the City Council.

Reason not recommended: The project has already been adopted and entitled, and staff recommends proceeding with the vacation process to allow the development to move forward.

Fiscal Impact:
The Developer is funding the construction of the project.

California Environmental Quality Act:
This project is included within the area evaluated as part of the TASP Environmental Impact Report, SCH#2006032091, which was certified by the City Council on June 3, 2008. On May 3, 2016, the City Council found that the project is categorically exempt from further environmental review pursuant to Section 15168(c)(2) of CEQA.

Recommendations:
1) Reopen the public hearing continued from September 3, 2019, hear comments and move to close.
2) Adopt a resolution for the summary vacation of an existing Public Service and Utility Easement at 1646 Centre Pointe Drive.

Attachments:
1. Resolution
2. Exhibits A and B to Resolution – legal description
3. Approved Vesting Tentative Map
4. Adopted Resolution No. 8537 - Conditions of Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS SUMMARILY VACATING AN EXISTING PUBLIC SERVICE AND UTILITY EASEMENT AT 1646 CENTRE POINTE DRIVE

WHEREAS, California Streets and Highways Code Sections 8333 and 8335 authorize the City Council to summarily vacate public service and utility easements that have been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement; and

WHEREAS, there is an existing public service and utility easement located at 1646 Centre Pointe Drive; and

WHEREAS, project conditions require that a portion of the existing public service and utility easement be vacated by the City to accommodate the new building; and

WHEREAS, all utilities located within the existing public service and utility easement have been relocated; and

WHEREAS, this project is included within the area evaluated as part of the Transit Area Specific Plan Environmental Impact Report (EIR), SCH#2006032091, which was certified by the City Council on June 3, 2008; and

WHEREAS, on May 3,2016, the City Council found that the project is categorically exempt from further environmental review pursuant to Section 15168(c)(2) of CEQA; and

WHEREAS, the City Council intends to summarily vacate the public service and utility easement as described and depicted on **Exhibits A and B** attached to this Resolution, pursuant to California Streets and Highways Code Sections 8333 and 8335.

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

1. The existing public service and utility easement described and depicted in **Exhibits A and B**, attached hereto, has been superceded by relocation and there are no other public facilties located within the easement.

2. The City Council does hereby order the summary vacation of the exisitng public service and utility easement as described and depicted in **Exhibits A and B**, in accordance with California Streets and Highways Code Sections 8333 and 8335.

3. The City Clerk is hereby directed to record a certified copy of this Resolution, including **Exhibits A and B** attached hereto, attested by the City Clerk under seal, with the County of Santa Clara Recorder's Office.

4. From and after the date this Resolution is recorded, the exisitng public service and utility easmenet vacated herein as described and depicted in **Exhibits A and B** will no longer constitute an easement.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
PUBLIC SERVICE UTILITY EASEMENT VACATION
PORTION OF PARCEL 5 (517 M 42)
MILPITAS, CALIFORNIA

REAL PROPERTY SITUATE IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SAID LOT IS SHOWN ON THE PARCEL MAP FILED IN BOOK 517 OF MAPS AT PAGE 42, SANTA CLARA COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

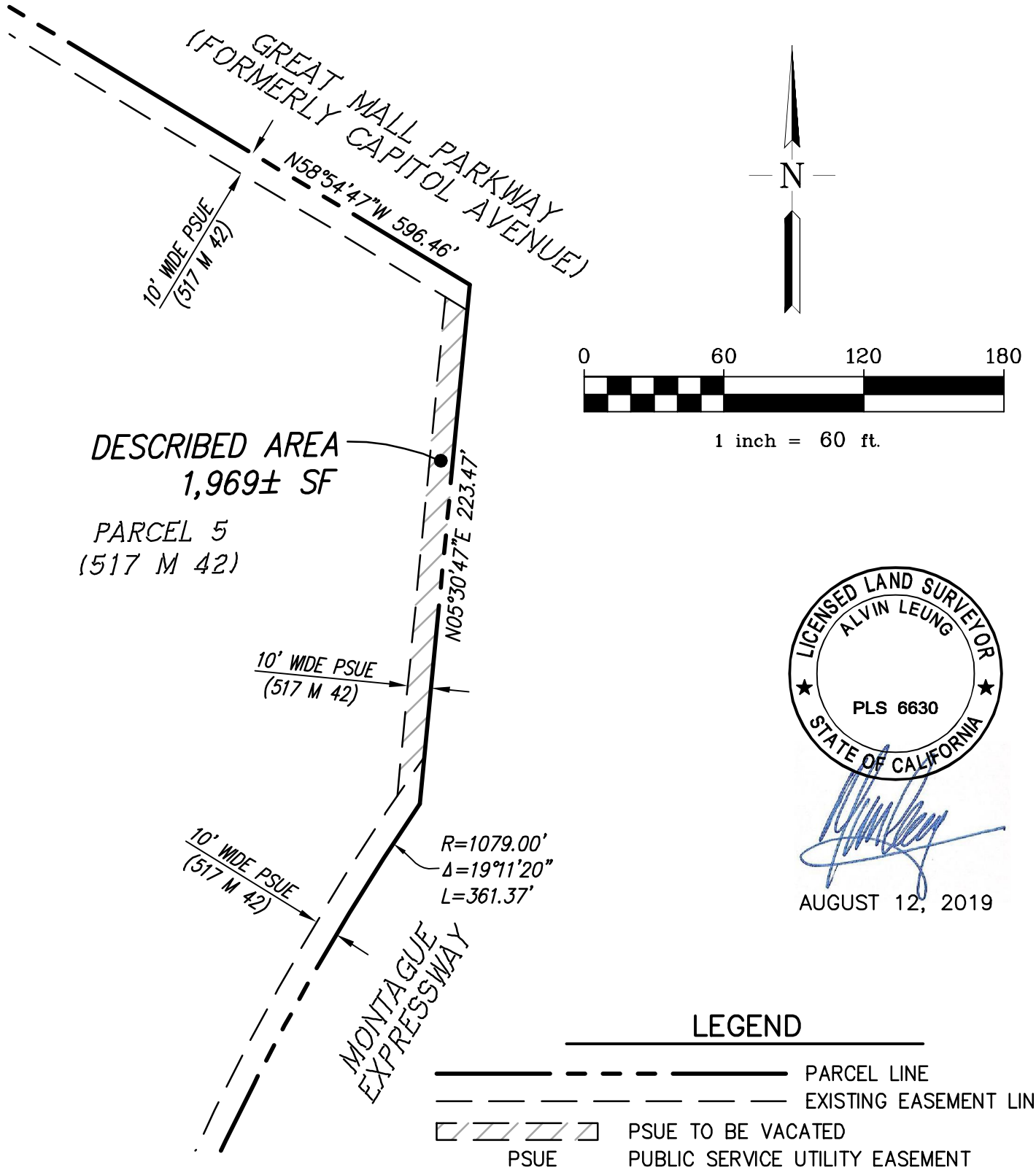
BEING THAT PORTION OF THE 10' PUBLIC SERVICE UTILITY EASEMENT (PSUE) LYING WEST OF THE EASTERLY LINE OF SAID PARCEL 5 (517 M 42) LABELED AS N 5°30'47" E 223.47', AS SAID PSUE, EASTERLY LINE AND LABEL ARE SHOWN ON SAID MAP (517 M 42) AND BOUNDED ON THE NORTH BY A LINE LYING TEN (10) FEET SOUTHWESTERLY AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID PARCEL 5 AND BOUNDED ON THE SOUTH BY A CURVE LYING TEN (10) FEET NORTHWESTERLY AND CONCENTRIC WITH A CURVE SEGMENT OF THE SOUTHEASTERLY LINE OF SAID PARCEL 5 LABELED AS CURVE DATA WITH A RADIUS OF 1079.00', DELTA OF 19°11'20" AND ARC LENGTH OF 361.37', AS SAID NORTHEASTERLY LINE, CURVE SEGMENT, SOUTHEASTERLY LINE AND CURVE DATA ARE SHOWN ON SAID MAP (517 M 42), CONTAINING 1,969 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THIS DESCRIPTION AND ITS ACCOMPANYING PLAT WERE PREPARED BY OR UNDER THE DIRECTION OF:

August 12, 2019
ALVIN LEUNG, PLS 6630 DATE



LICENSED LAND SURVEYOR
ALVIN LEUNG
PLS 6630
STATE OF CALIFORNIA

AUGUST 12, 2019

LEGEND

PARCEL LINE

EXISTING EASEMENT LINE

PSUE TO BE VACATED

PSUE PUBLIC SERVICE UTILITY EASEMENT

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC SERVICE UTILITY
EASEMENT VACATION
PARCEL 5 (517 M 42)

MILPITAS CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:	DATE:	JOB NO.
1"=60'	8-12-2019	141107

VESTING TENTATIVE MAP
(FOR CONDOMINIUM PURPOSES)
CENTRE POINT

CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA
FOR: SUMMERHILL HOMES

LEGEND

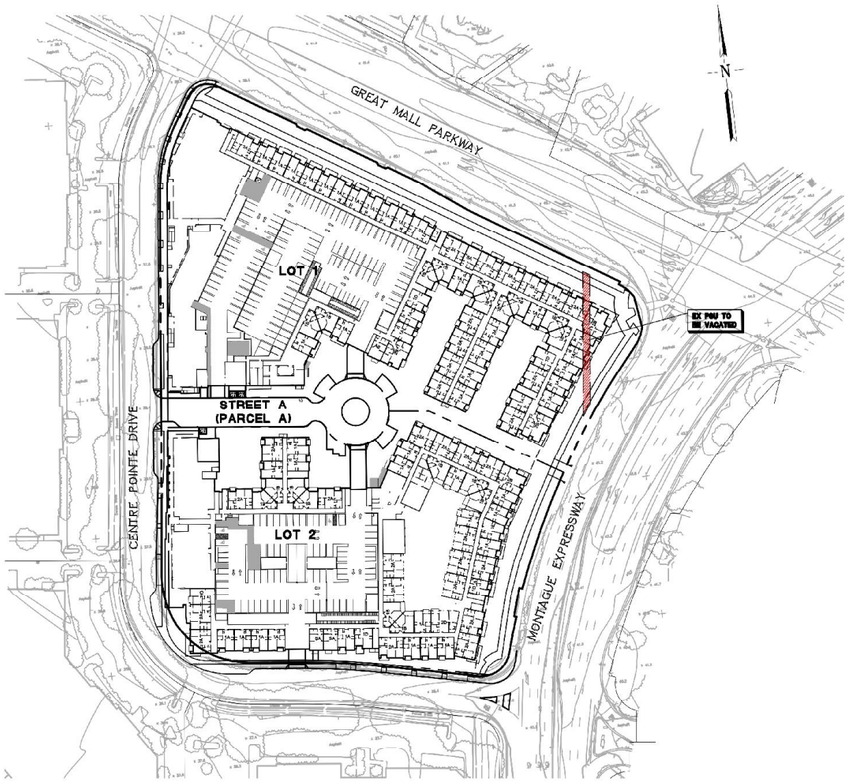
PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
	CURB & GUTTER	ASPHALT
	SIDEWALK	
■	STORM WATER INLET	□
■	FIELD INLET	□
►	DIRECTION OF FLOW	▻
●	MANHOLE	○
◀	FIRE HYDRANT	◁
	SAVE TREE	
	REMOVE TREE	
	CONTOUR ELEVATIONS	130
x 525.2	SPOT ELEVATION	×525.2
0.5%	SLOPE	
⊢●	VALVE	⊢○

ABBREVIATIONS

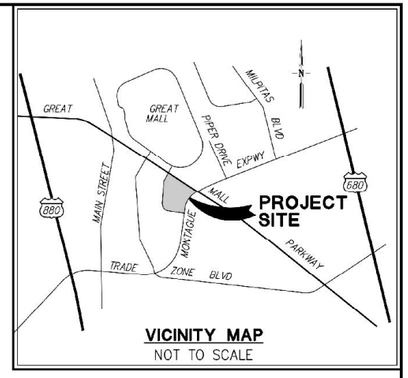
AB	AGGREGATE BASE	MH	MANHOLE
AC	ASPHALT CONCRETE	PAE	PUBLIC ACCESS EASEMENT
BFE	BASE FLOOD ELEVATION	PL	PROPERTY LINE
BW	BOTTOM OF WALL	PSDE	PRIVATE STORM DRAIN EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	PSSE	PRIVATE SANITARY SEWER EASEMENT
EX	EXISTING	PSUE	PUBLIC SERVICE UTILITY EASEMENT
FC	FACE OF CURB	PWLE	PRIVATE WATER LINE EASEMENT
FF	FINISH FLOOR	RET	CURB RETURN
FG	FINISHED GRADE	RW	RIGHT OF WAY
FI	FIELD INLET	SD	STORM DRAIN
FL	FLOW LINE	SS	SANITARY SEWER
GB	GRADE BREAK	SWI	STORM WATER INLET
GE	GARAGE ELEVATION	SWK	SIDEWALK
GR	GRATE	TC	TOP OF CURB
HP	HIGH POINT	TG	TOP OF GRATE
HOA	HOMEOWNER'S ASSOCIATION	TW	TOP OF WALL
INV	INVERT ELEVATION	W	WATER
LP	LOW POINT	WLE	WATER LINE EASEMENT
MH	MANHOLE	W(R)	RECYCLED WATER

SHEET INDEX

SHEET NO.	DESCRIPTION
C-1	TITLE AND GENERAL NOTES
C-2	EXISTING SITE CONDITIONS PLAN
C-3	TOPOGRAPHIC AND DEMOLITION PLAN
C-4	PRELIMINARY SITE PLAN
C-5	PRELIMINARY ON-SITE IMPROVEMENT PLAN
C-6	PRELIMINARY OFF-SITE INTERIM IMPROVEMENT PLAN
C-7	PRELIMINARY OFF-SITE ULTIMATE IMPROVEMENT PLAN
C-8	PRELIMINARY GRADING AND DRAINAGE PLAN
C-9	PRELIMINARY UTILITY PLAN
C-10	EVA ACCESS PLAN
C-11	PRELIMINARY STORMWATER CONTROL PLAN
C-12	FLOODPLAIN MANAGEMENT PLAN
C-13	SITE ACCESSABILITY PLAN



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. OWNER: CENTRE POINT ASSOCIATES
C/O SUMMERHILL HOMES
3000 EXECUTIVE PARKWAY, SUITE 450
SAN RAMON, CA 94583
(925) 244-7513
CONTACT: MARSHALL TORRE

2. DEVELOPER: SUMMERHILL APARTMENT COMMUNITIES
3000 EXECUTIVE PARKWAY, SUITE 450
SAN RAMON, CA 94583
(925) 244-7513
CONTACT: MARSHALL TORRE

3. CIVIL ENGINEER: RUGGERI-JENSEN-AZAR
4690 CHABOT DRIVE, SUITE 200
PLEASANTON, CA 94588
(925) 227-9100
CONTACT: EDDIE SIEU

4. GEOTECHNICAL ENGINEER: ENGEO
2010 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
(925) 866-9000
CONTACT: JULIA MORIARTY

5. ASSESSOR'S PARCEL NUMBERS: 086-33-102 & 086-33-103

6. LEGAL DESCRIPTION: ALL THAT CONTAIN PROPERTY SITUATED IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND BEING A PORTION OF PARCEL 1 OF THAT PARCEL MAP FILED IN BOOK 528 OF MAPS, PAGE 47, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, EXCEPTING THAT PORTION OF LAND GRANTED TO THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, BY DEED FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF COUNTY OF SANTA CLARA ON AUGUST 24, 2000 AND FURTHER IT WAS GRANTED TO THE CITY OF MILPITAS BY DEED FILED IN THE OFFICE OF RECORDER OF THE COUNTY OF SANTA CLARA, UNDER SERIES NO. 18933364, OFFICIAL RECORDS.

7. CURRENT USE: COMMERCIAL

8. PROPOSED USE: MIXED-USE & RESIDENTIAL

9. EXISTING ZONING: MIXED-USE HIGH DENSITY

10. PROPOSED ZONING: MIXED-USE HIGH DENSITY

11. SITE AREA: 9.8± ACRES

12. TOTAL NUMBER OF PROPOSED LOTS: 3 LOTS

13. TOTAL NUMBER OF PROPOSED UNITS: 694 UNITS

14. UTILITIES:
a. WATER: CITY OF MILPITAS
b. SANITARY SEWER: CITY OF MILPITAS
c. STORM DRAIN CITY OF MILPITAS
d. FIRE MILPITAS FIRE DEPARTMENT
e. GAS AND ELECTRIC PACIFIC GAS & ELECTRIC
f. TELEPHONE AT&T
g. CABLE TV AT&T BROADBAND

16. THIS PROPERTY LIES WITHIN FLOOD ZONE AO (DEPTH 1'), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 06085C0067J, MAP REVISED FEBRUARY 19, 2014.

17. TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON AERIAL TOPOGRAPHIC SURVEY PROVIDED BY TETRATECH, MARCH 2015.

18. BENCHMARK: BRASK DISK IN MONUMENT WELL AT INTERSECTION, SOUTH ABEL STREET AND CORNING AVENUE EASTBOUND (SOUTHERLY OF TWO MONUMENTS) NAVD88 19.864.

19. IT IS INTENT OF THE DEVELOPER TO FILE MULTIPLE FINAL MAPS AFTER VESTING TENTATIVE MAP APPROVAL.

20. IT IS INTENT OF THE DEVELOPER TO FILE CONDOMINIUM PLANS FOR RESIDENTIAL AND COMMERCIAL UNITS AFTER FINAL MAP APPROVAL.

1500 CENTRE POINTE DR

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COMMUNITIES OF DISTINCTION

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KTGY # 20140796
RJA # 141107
03.11.2016
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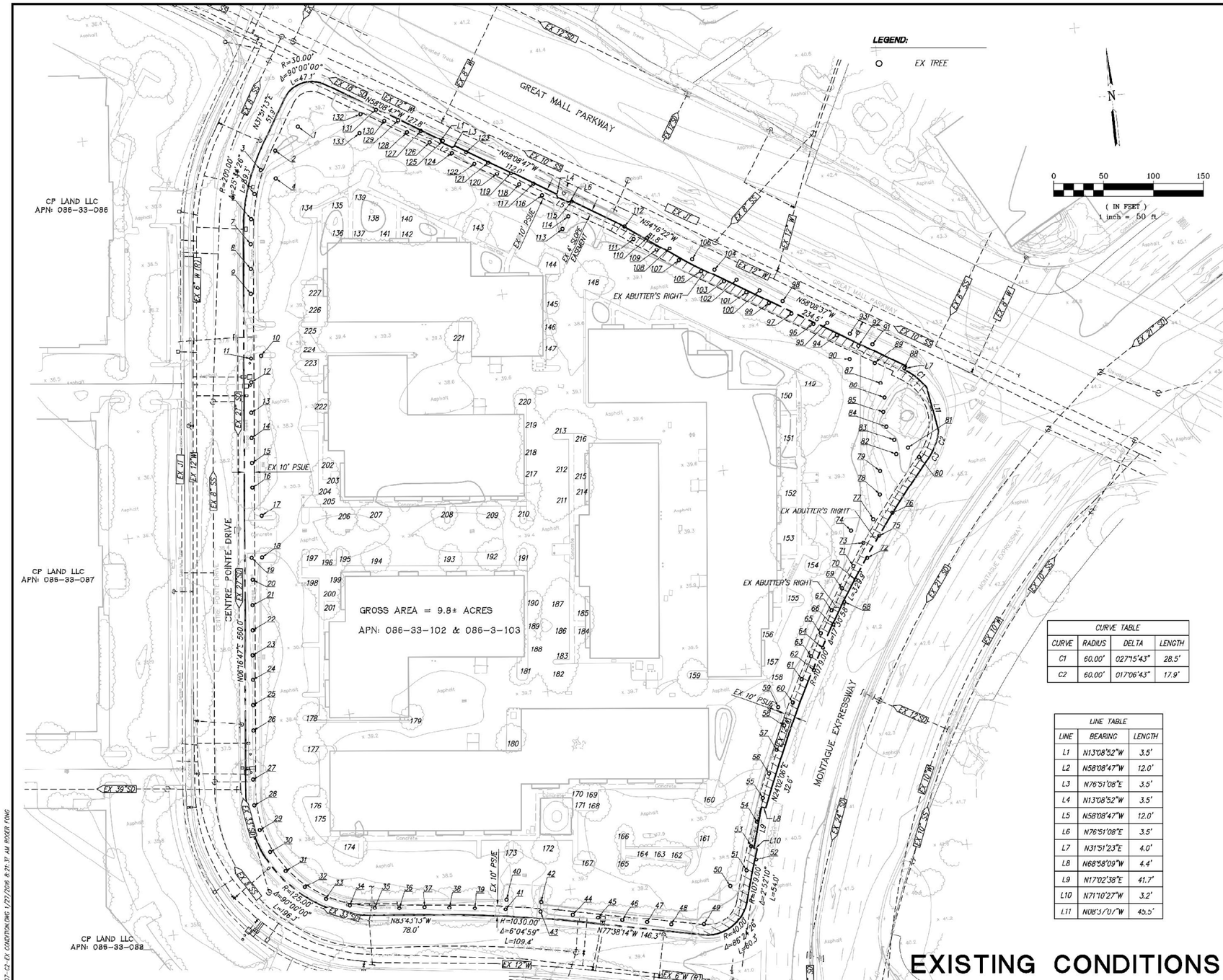

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	60.00'	027°15'43"	28.5'
C2	60.00'	017°06'43"	17.9'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N13°08'52"W	3.5'
L2	N58°08'47"W	12.0'
L3	N76°51'08"E	3.5'
L4	N13°08'52"W	3.5'
L5	N58°08'47"W	12.0'
L6	N76°51'08"E	3.5'
L7	N31°51'23"E	4.0'
L8	N68°58'09"W	4.4'
L9	N17°02'38"E	41.7'
L10	N71°10'27"W	3.2'
L11	N08°51'01"W	45.5'

TREE NO.	SPECIES	TRUNK DIAM. (IN.)
1	PURPLELEAF PLUM	8
2	LONDON PLANE	13
3	LONDON PLANE	12
4	LONDON PLANE	11
5	LONDON PLANE	17
6	LONDON PLANE	12
7	LONDON PLANE	14
8	LONDON PLANE	13
9	LONDON PLANE	12
10	PURPLELEAF PLUM	8
11	PURPLELEAF PLUM	6
12	LONDON PLANE	16
13	LONDON PLANE	14
14	LONDON PLANE	14
15	LONDON PLANE	13
16	LONDON PLANE	15
17	PURPLELEAF PLUM	6
18	PURPLELEAF PLUM	5
19	PURPLELEAF PLUM	7
20	LONDON PLANE	15
21	LONDON PLANE	14
22	LONDON PLANE	15
23	LONDON PLANE	13
24	LONDON PLANE	12
25	LONDON PLANE	12
26	LONDON PLANE	13
27	LONDON PLANE	13
28	LONDON PLANE	12
29	LONDON PLANE	13
30	LONDON PLANE	13
31	LONDON PLANE	12
32	LONDON PLANE	14
33	LONDON PLANE	13
34	LONDON PLANE	14
35	LONDON PLANE	13
36	LONDON PLANE	13
37	LONDON PLANE	13
38	LONDON PLANE	15
39	LONDON PLANE	15
40	PURPLELEAF PLUM	5
41	PURPLELEAF PLUM	5
42	PURPLELEAF PLUM	7
43	PURPLELEAF PLUM	6
44	LONDON PLANE	16
45	LONDON PLANE	13
46	LONDON PLANE	13
47	LONDON PLANE	11
48	LONDON PLANE	14
49	PURPLELEAF PLUM	8
50	PURPLELEAF PLUM	8
51	LONDON PLANE	12
52	LONDON PLANE	9
53	LONDON PLANE	11
54	LONDON PLANE	11
55	LONDON PLANE	13
56	LONDON PLANE	14
57	LONDON PLANE	14
58	LONDON PLANE	13
59	LONDON PLANE	14
60	LONDON PLANE	10
61	LONDON PLANE	13
62	LONDON PLANE	9
63	LONDON PLANE	11
64	LONDON PLANE	9
65	LONDON PLANE	11
66	LONDON PLANE	7
67	LONDON PLANE	11
68	LONDON PLANE	7
69	LONDON PLANE	11
70	LONDON PLANE	11
71	LONDON PLANE	12
72	LONDON PLANE	9
73	LONDON PLANE	10
74	LONDON PLANE	15
75	LONDON PLANE	9
76	LONDON PLANE	12
77	LONDON PLANE	11
78	LONDON PLANE	11
79	LONDON PLANE	15
80	COAST REDWOOD	25
81	COAST REDWOOD	22
82	COAST REDWOOD	21
83	COAST REDWOOD	23
84	COAST REDWOOD	26
86	COAST REDWOOD	26
88	COAST REDWOOD	26
87	COAST REDWOOD	30
88	COAST REDWOOD	29
89	LONDON PLANE	11
90	LONDON PLANE	14
91	LONDON PLANE	11
92	LONDON PLANE	10
93	LONDON PLANE	10
94	LONDON PLANE	12
95	LONDON PLANE	10
96	LONDON PLANE	14
97	LONDON PLANE	12
98	WESTERN SYCAMORE	16
99	LONDON PLANE	12
100	LONDON PLANE	9
101	LONDON PLANE	13
102	LONDON PLANE	9
103	LONDON PLANE	12
104	LONDON PLANE	12
105	LONDON PLANE	13
106	LONDON PLANE	11
107	LONDON PLANE	13
108	LONDON PLANE	10
109	LONDON PLANE	12
110	LONDON PLANE	10
111	LONDON PLANE	11
112	LONDON PLANE	17
113	PURPLELEAF PLUM	5
114	PURPLELEAF PLUM	7
115	PURPLELEAF PLUM	7
116	LONDON PLANE	15
117	LONDON PLANE	10
118	LONDON PLANE	11
119	LONDON PLANE	10
120	LONDON PLANE	13
121	LONDON PLANE	10
122	LONDON PLANE	10
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127	LONDON PLANE	10
128	LONDON PLANE	12
129	LONDON PLANE	10
130	LONDON PLANE	12
131	LONDON PLANE	10
132	LONDON PLANE	12
133	LONDON PLANE	12
134	LONDON PLANE	11
135	BRADFORD PEAR	17
136	BRADFORD PEAR	15
137	BRADFORD PEAR	18
138	BRADFORD PEAR	15
139	LONDON PLANE	10
140	BRADFORD PEAR	16
141	BRADFORD PEAR	17
142	BRADFORD PEAR	20
143	LONDON PLANE	10
144	LONDON PLANE	10
145	FERN PINE	10
146	FERN PINE	8
147	FERN PINE	13
148	LONDON PLANE	15
149	LONDON PLANE	13
150	BRADFORD PEAR	20
151	BRADFORD PEAR	15
152	BRADFORD PEAR	20
153	BRADFORD PEAR	20
154	LONDON PLANE	12
155	BRADFORD PEAR	18
156	BRADFORD PEAR	23
157	BRADFORD PEAR	20
158	BRADFORD PEAR	17
159	LONDON PLANE	10
160	LONDON PLANE	12
161	LONDON PLANE	7
162	LONDON PLANE	9
163	LONDON PLANE	9
164	LONDON PLANE	7
165	LONDON PLANE	8
166	LONDON PLANE	6
167	LONDON PLANE	8
168	BRADFORD PEAR	12
169	BRADFORD PEAR	11
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171	BRADFORD PEAR	15
172	LONDON PLANE	11
173	LONDON PLANE	8
174	LONDON PLANE	12
175	LONDON PLANE	11
176	LONDON PLANE	14
177	LONDON PLANE	13
178	LONDON PLANE	13
179	BIRCHLEAF BOX	11
180	LONDON PLANE	11
181	LONDON PLANE	8
182	LONDON PLANE	8
183	LONDON PLANE	12
184	BRADFORD PEAR	17
185	BRADFORD PEAR	18
186	LONDON PLANE	9
187	LONDON PLANE	12
188	FERN PINE	13
189	FERN PINE	8
190	FERN PINE	10
191	LONDON PLANE	8
192	LONDON PLANE	10
193	LONDON PLANE	10
194	LONDON PLANE	9
195	LONDON PLANE	7
196	BRADFORD PEAR	15
197	BRADFORD PEAR	14
198	BRADFORD PEAR	10
199	BRADFORD PEAR	12
200	PURPLELEAF PLUM	12
201	PURPLELEAF PLUM	14
202	PURPLELEAF PLUM	13
203	BRADFORD PEAR	8
204	BRADFORD PEAR	12
205	BRADFORD PEAR	12
206	LONDON PLANE	8
207	LONDON PLANE	11
208	LONDON PLANE	9
209	LONDON PLANE	11
210	LONDON PLANE	8
211	LONDON PLANE	13
212	LONDON PLANE	10
213	LONDON PLANE	12
214	BRADFORD PEAR	16
215	BRADFORD PEAR	14
216	BRADFORD PEAR	20
217	FERN PINE	12
218	FERN PINE	10
219	FERN PINE	14
220	LONDON PLANE	8
221	LONDON PLANE	14
222	PURPLELEAF PLUM	10
223	PURPLELEAF PLUM	11
224	LONDON PLANE	11
225	LONDON PLANE	8
226	BRADFORD PEAR	10
227	BRADFORD PEAR	14

1500 CENTRE POINTE DR

EXISTING CONDITIONS PLAN

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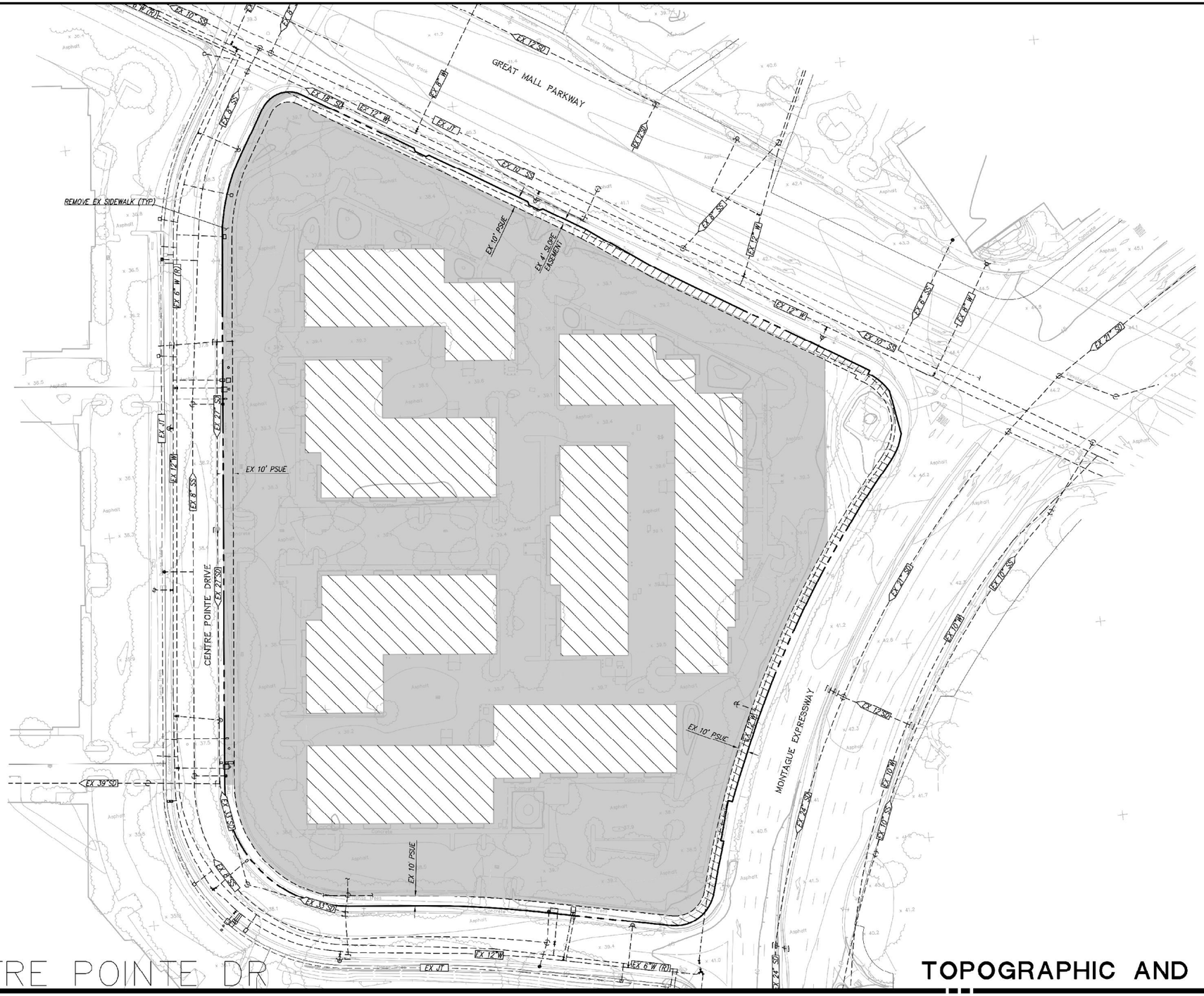
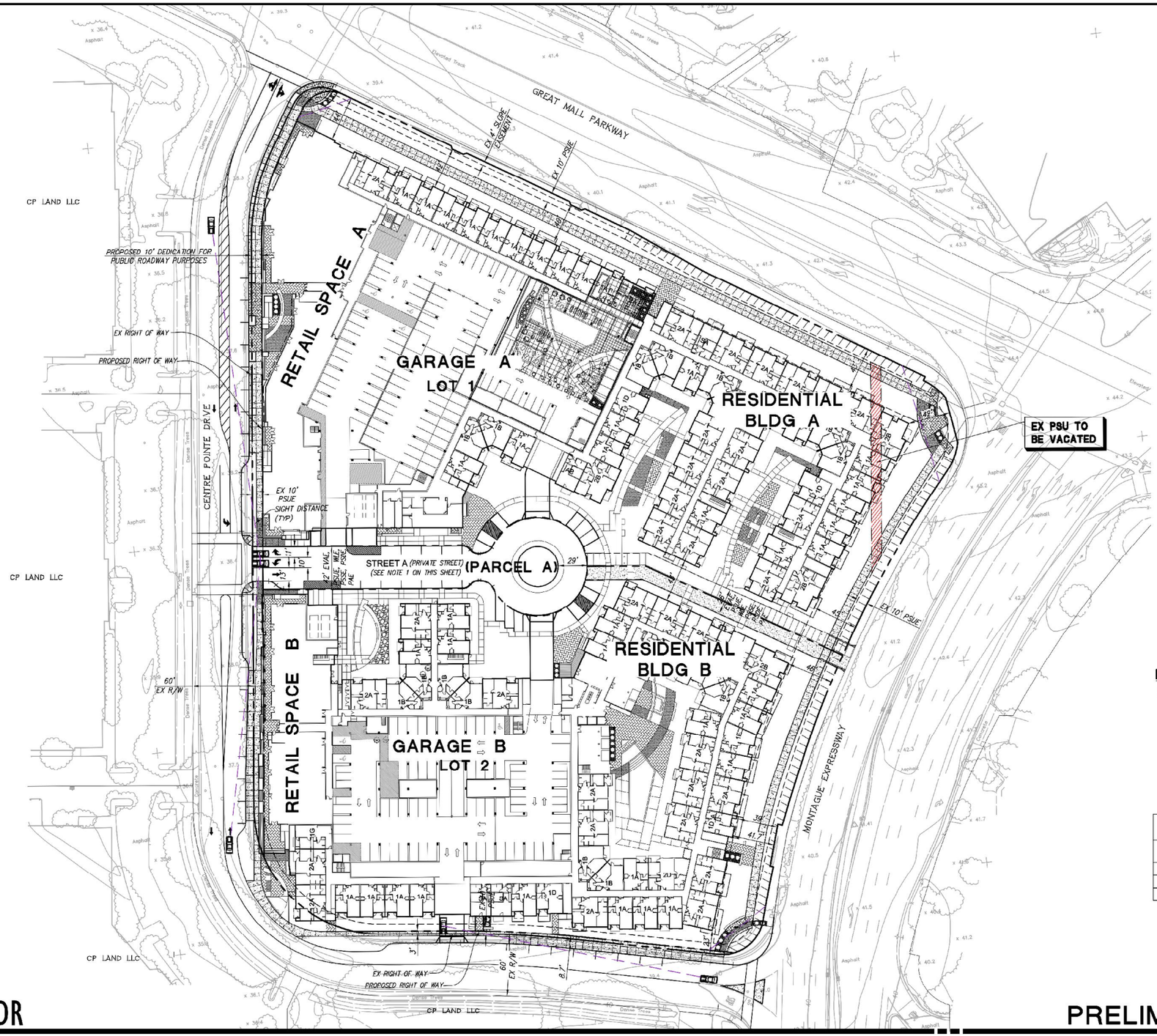

GREAT MALL PARKWAY
CENTRE POINTE DRIVE
MONTAGUE EXPRESSWAY
REMOVE EX SIDEWALK (TYP)
EX 10' PSUE
EX 4' SLOPE EASEMENT
EX 10' PSUE
EX 10' PSUE
EX 10' PSUE
EX 10' PSUE
EX 10' PSUE
EX 10" SS
EX 18" SD
EX 12" W
EX 8" SS
EX 12" SD
EX 6" W (R)
EX 27" SD
EX 12"W
EX 8" SS
EX 39"SD
EX 33"SD
EX 12" W
EX 6"W (R)
EX 8" W
EX 21" SD
EX 10" W
EX 12"SD
EX 24" SD
EX 10" SS
EX 10" W
EX 10" SS
EX 24" SD
EX 12"SD
EX 10" W



NOTE:

1. *THE PROPOSED STREET NAMES ARE AS FOLLOWS:*
   a. *CROSSROAD.*
   b. *CITADEL.*
   c. *ALVISO.*

LOT AREA TABLE	
LOT #	(SF)
1	*225,430*
2	*176,785*
PARCEL A	*16,850*

1500 CENTRE POINTE DR

PRELIMINARY SITE PLAN

SUMMERHILL APARTMENT COMMUNITIES
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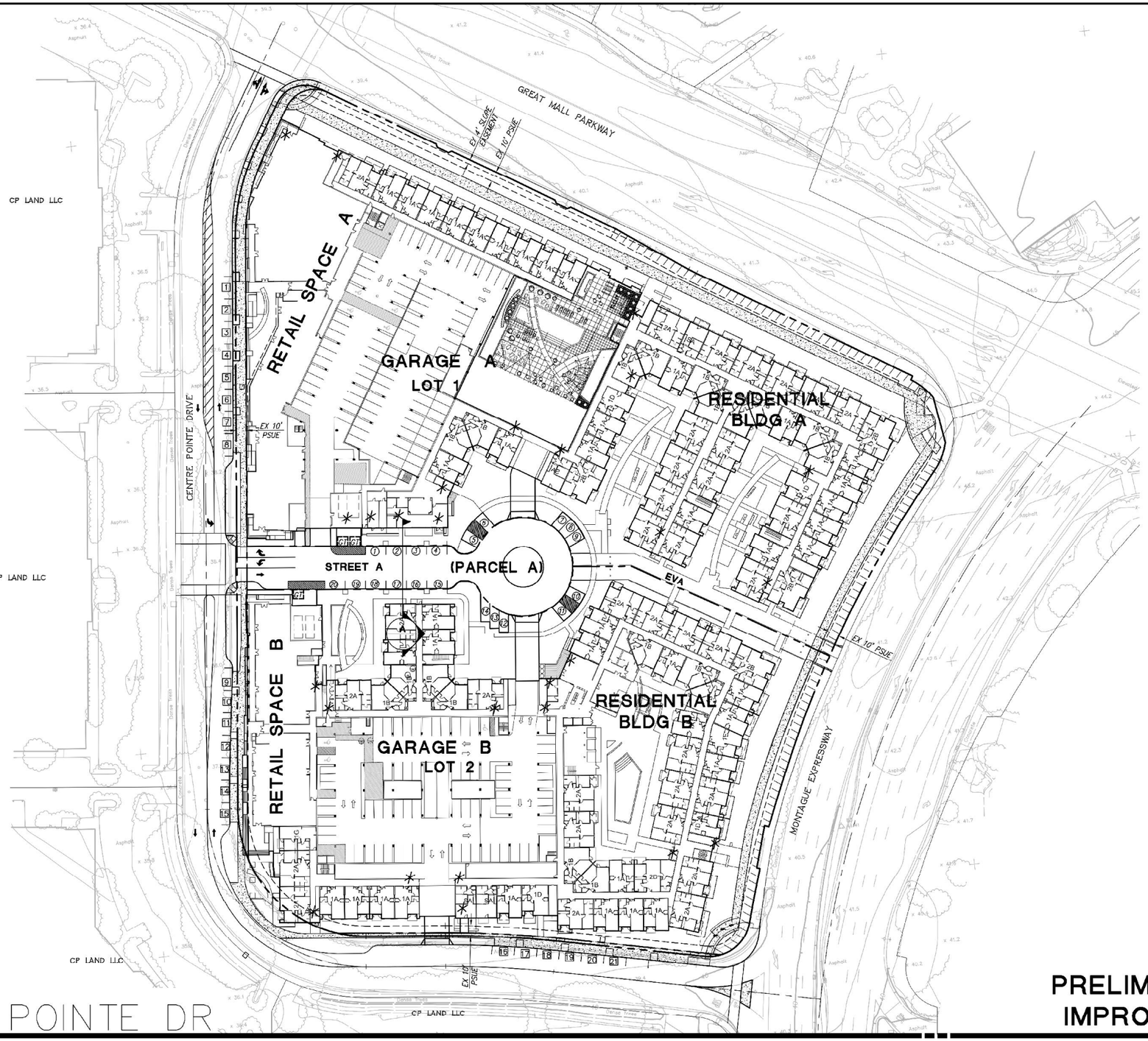
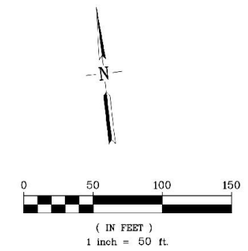
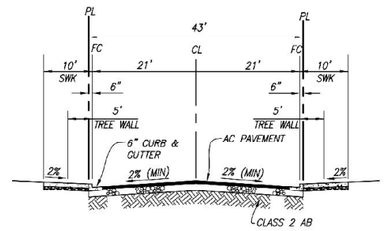




PARKING SUMMARY TABLE

LOCATION	NUMBER OF PARKING STALLS
ON-SITE (STREET A)	20
ON-SITE (GARAGE A)	618
ON-SITE (GARAGE B)	530
OFF-SITE (CENTRE POINTE DR)	21
TOTAL	1,189



SECTION A - STREET A (PRIVATE STREET)
NOT TO SCALE

NOTES:
1. *SEE SHEET C-1.3 FOR ADA ACCESSIBLE ROUTE.*

LEGENDS:
* *ACCESS POINTS*

PRELIMINARY ON-SITE IMPROVEMENT PLAN

1500 CENTRE POINTE DR

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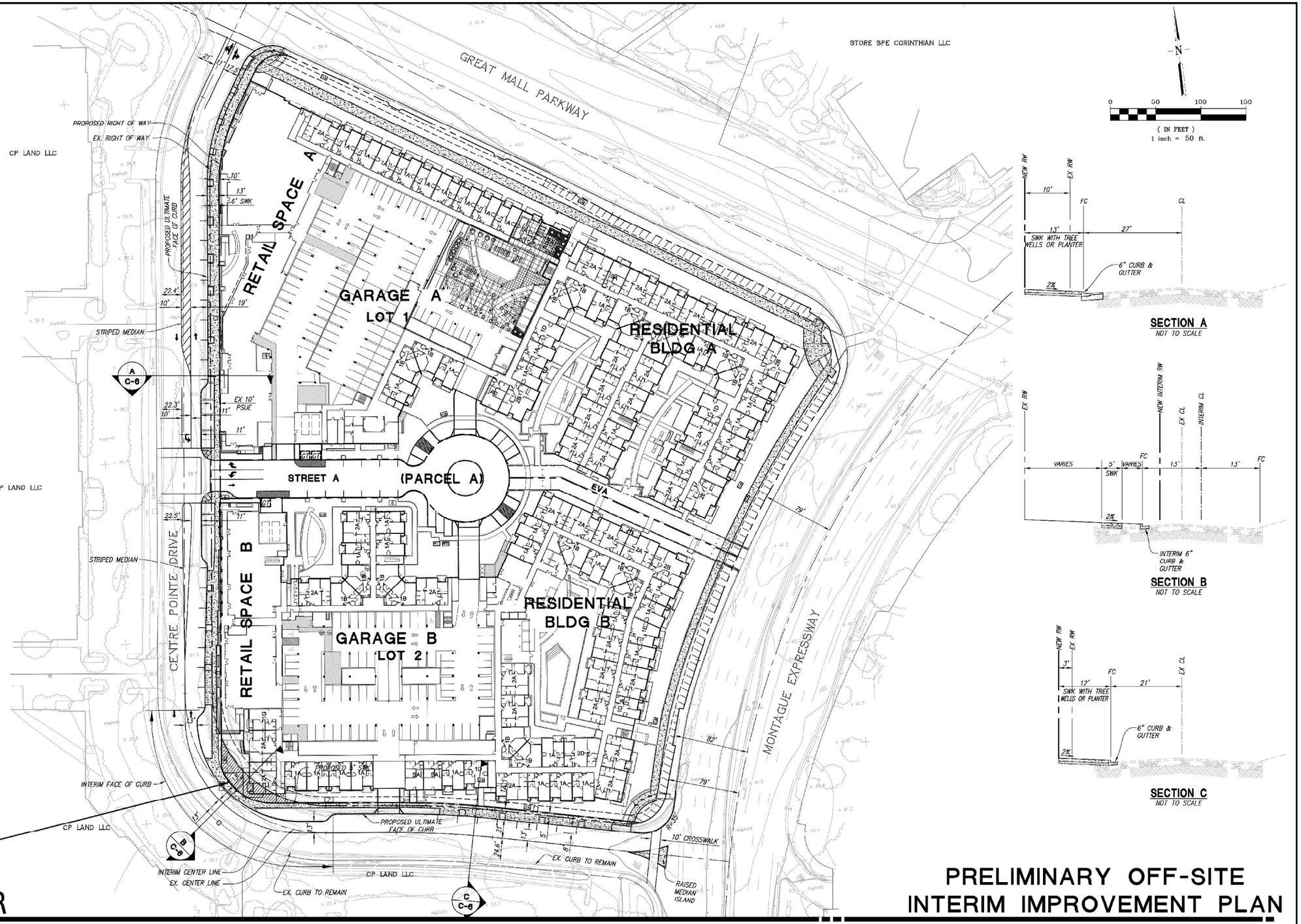

PORTION OF EXISTING CENTRE POINTE DRIVE RIGHT OF WAY (1,564± SF) TO BE QUITCLAIMED BY THE CITY DURING INTERIM CONDITION. THIS PORTION OF EXISTING CENTRE POINTE RIGHT OF WAY WILL NOT BE NEEDED AND WILL BE QUITCLAIMED FOR THE ULTIMATE TEE INTERSECTION. (SEE SHEET C-7)

1500 CENTRE POINTE DR

PRELIMINARY OFF-SITE INTERIM IMPROVEMENT PLAN

SUMMERHILL APARTMENT COMMUNITIES
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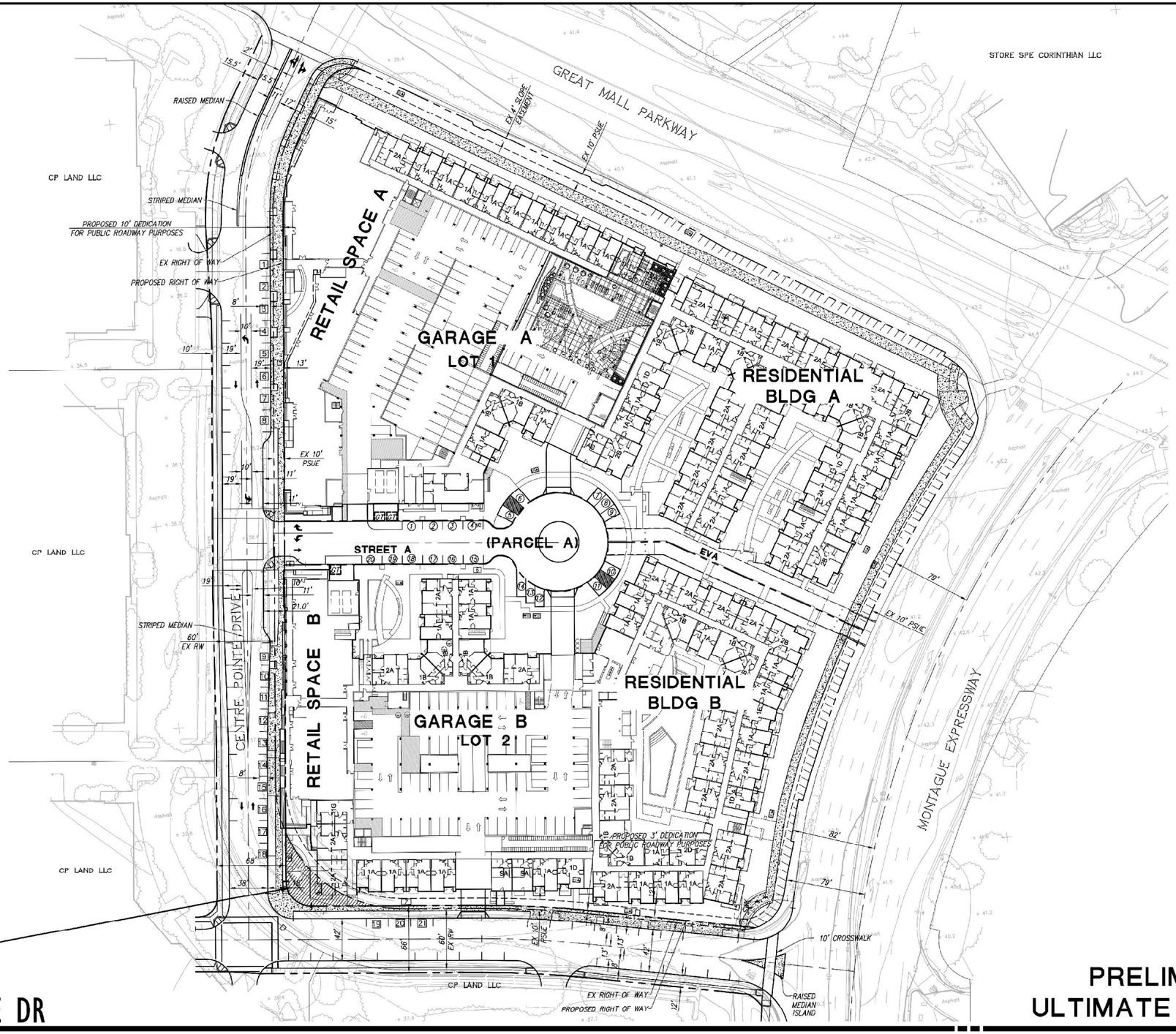

PORTION OF EXISTING CENTRE POINTE DRIVE RIGHT OF WAY (2,008± SF) TO BE QUITCLAIMED BY THE CITY FOR ULTIMATE CONDITION. THIS PORTION OF EXISTING CENTRE POINTE RIGHT OF WAY WILL NOT BE NEEDED AND WILL BE QUITCLAIMED FOR THE ULTIMATE TEE INTERSECTION. (SEE SHEET C-7)

PARKING SUMMARY TABLE

LOCATION	NUMBER OF PARKING STALLS
ON-SITE (STREET A)	20
ON-SITE (GARAGE A)	618
ON-SITE (GARAGE B)	530
OFF-SITE (CENTRE POINTE DR)	21
TOTAL	1,189

1500 CENTRE POINTE DR

PRELIMINARY OFF-SITE ULTIMATE IMPROVEMENT PLAN

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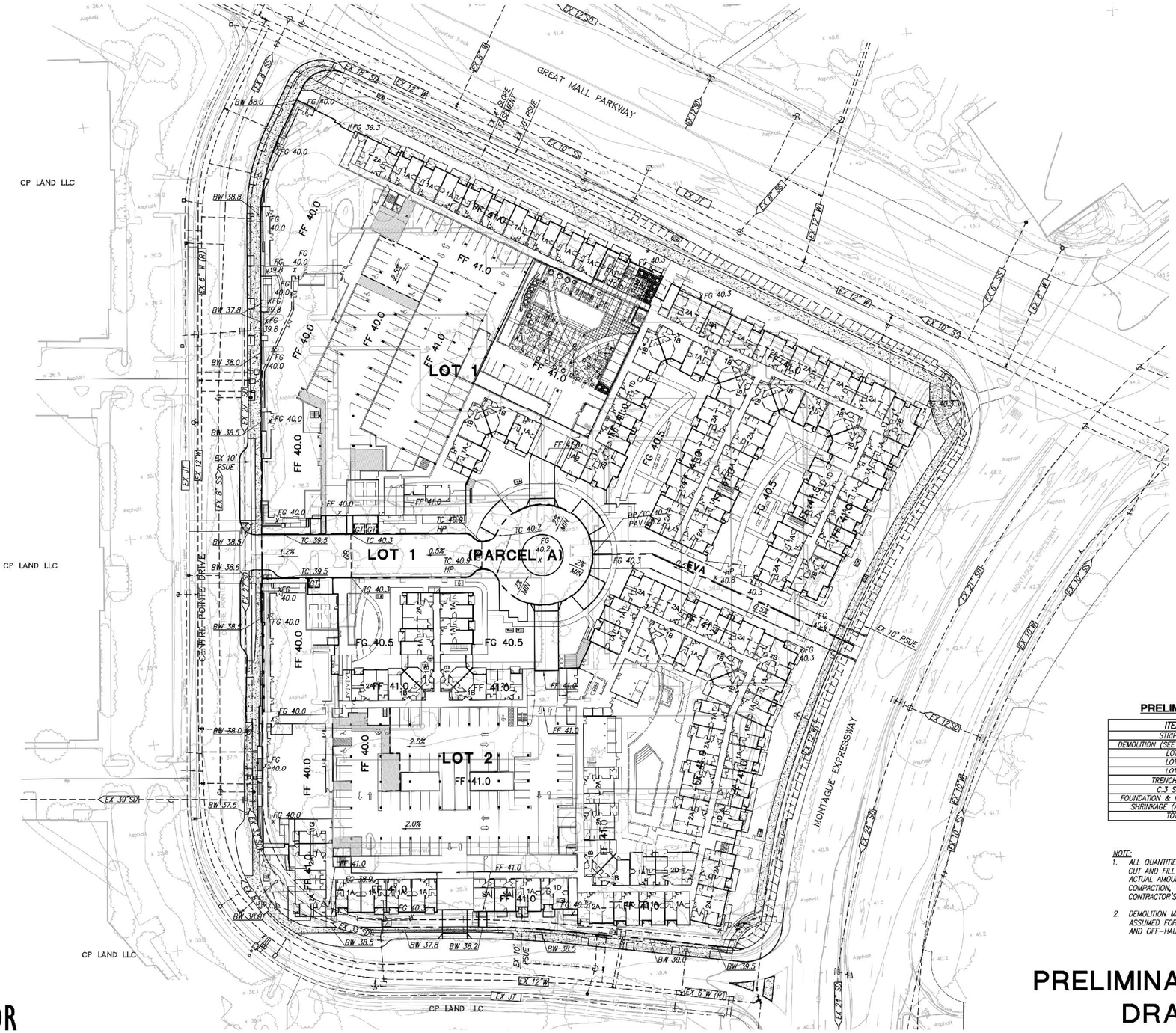

NOTES:

1. A SOIL REPORT SHALL BE PROVIDED WHEN APPLYING FOR GRADING, SITE IMPROVEMENTS AND BUILDING PERMIT.
2. PAVING OF DRIVEWAYS AND PARKING LOT SHALL COMPLY WITH MMC SEC. II-13-18.
3. ALL NON-STRUCTURAL CONCRETE FLAT WORK SHALL BE AS PER MMC SEC. 1II-13-17.05.
4. EROSION AND SEDIMENT CONTROL PLAN SHALL BE SUBMITTED WHEN APPLYING FOR GRADING PERMIT AS PER MMC SEC. II-13-10.
5. PRIOR TO ISSUANCE OF BUILDING PERMIT, ALL THE EASEMENTS INCLUDING PRIVATE STORM DRAIN EASEMENT THROUGH ADJACENT PARCELS SHALL BE RECORDED. THE DEVELOPER SHALL INCLUDE INTERIM EROSION CONTROL PROVISIONS AND SCHEDULES IN THE CONSTRUCTION PLANS FOR AREAS, WHICH WILL NOT HAVE PERMANENT EROSION CONTROL FEATURES INSTALLED (SUCH AS LANDSCAPING) PRIOR TO ANY OCCUPANCY SO THAT EROSION AND SEDIMENT CONTROL CAN BE SUSTAINED AS PER MMC SEC. II-13-11.

PRELIMINARY EARTHWORK QUANTITIES

ITEMS	CUT (C.Y.)	FILL (C.Y.)
STRIPPING	–	–
DEMOLITION (SEE NOTE 2 BELOW)	(16,000)	–
LOT 1	70	1,100
LOT 2	570	13,400
LOT 3	110	12,900
TRENCH SPOIL	1,400	–
C.3 SPOILS	1,840	–
FOUNDATION & PLUMBING SPOIL	4,500	–
SHRINKAGE (ASSUME 15%)	–	4,070
TOTAL	8,490	31,170
	IMPORT	22,680

NOTE:
1. ALL QUANTITIES SHOWN ON THIS PLAN ARE APPROXIMATE. CALCULATED CUT AND FILL ARE TO "ROUGH GRADE" AND EXISTING GROUND. THE ACTUAL AMOUNT OF EARTH MOVED IS VARIABLE DEPENDENT ON COMPACTION, CONSOLIDATION, STRIPPING REQUIREMENTS, AND THE CONTRACTOR'S METHOD OF OPERATION.
2. DEMOLITION MATERIAL TO BE OFF-HAULED BY CONTRACTOR. IT IS ASSUMED FOR THIS CALCULATION EXISTING AC & AB WILL BE REMOVED AND OFF-HAULED.

PRELIMINARY GRADING AND DRAINAGE PLAN

1500 CENTRE POINTE DR

SUMMERHILL APARTMENT COMMUNITIES
COMMUNITIES OF DISTINCTION

SummerHill Apartment Communities
300 Executive Pkwy, Suite 450
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shapartments.com

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THE GUZZARDO PARTNERSHIP INC.
Landscape Architects • Land Planners
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F 415 433 5003

MILPITAS, CA
KTGY # 20140796
RJA # 141107
03.11.2016
SHEET C-8

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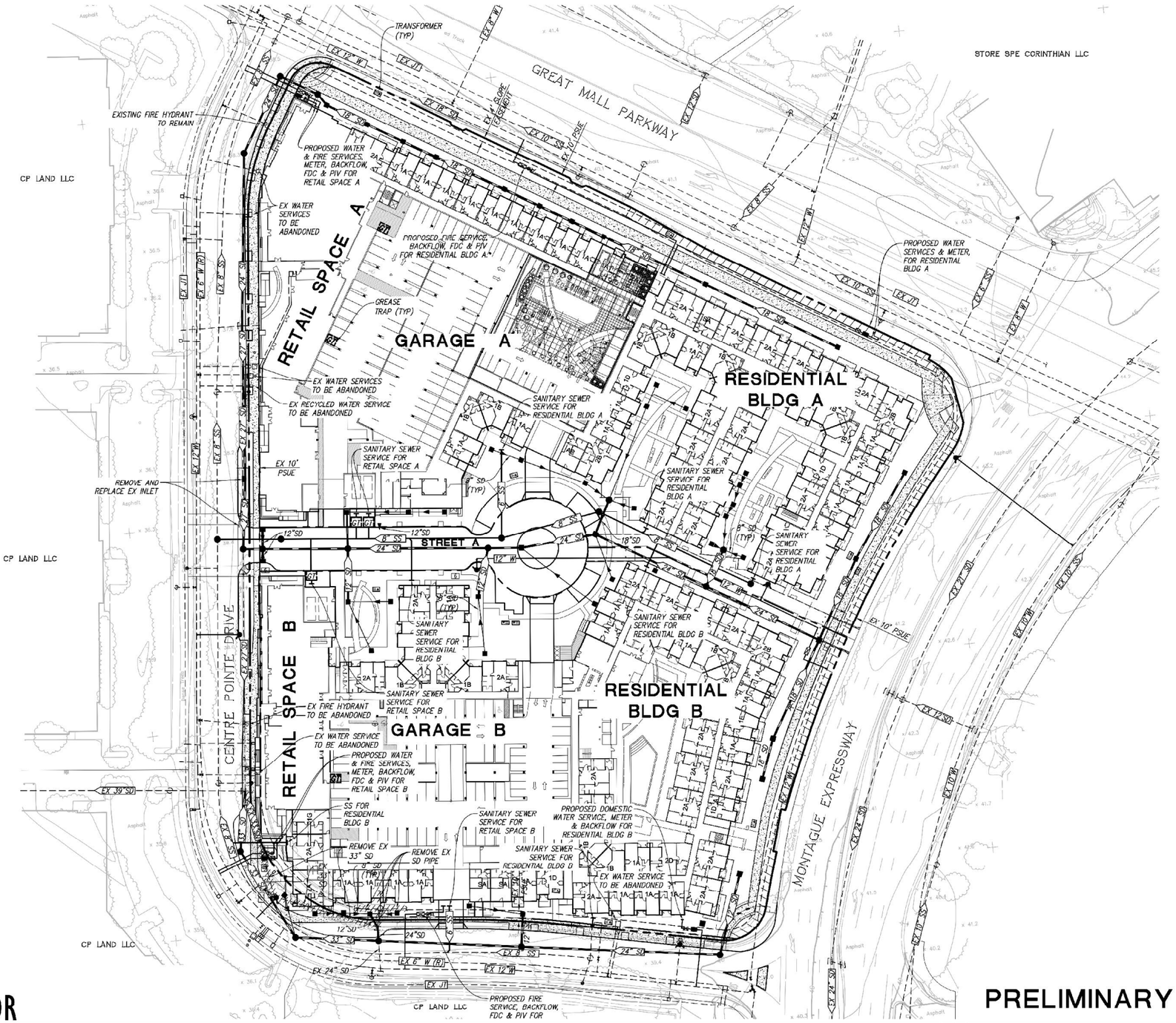

NOTES:

1. ALL ON-SITE WET UTILITIES (SANITARY SEWERS, STORM DRAINS & WATER LINES) WILL BE PRIVATELY OWNED AND MAINTAINED BY HOA.
2. FDC'S/PIV'S SHALL BE WITHIN 50' OF A FIRE HYDRANT.

LEGEND

- WATER METER
- DOMESTIC WATER BACKFLOW DEVICE
- FIRE SERVICE BACKFLOW
- POST INDICATOR VALVE (PIV)
- FIRE DEPARTMENT CONNECTION

1500 CENTRE POINTE DR

PRELIMINARY UTILITY PLAN

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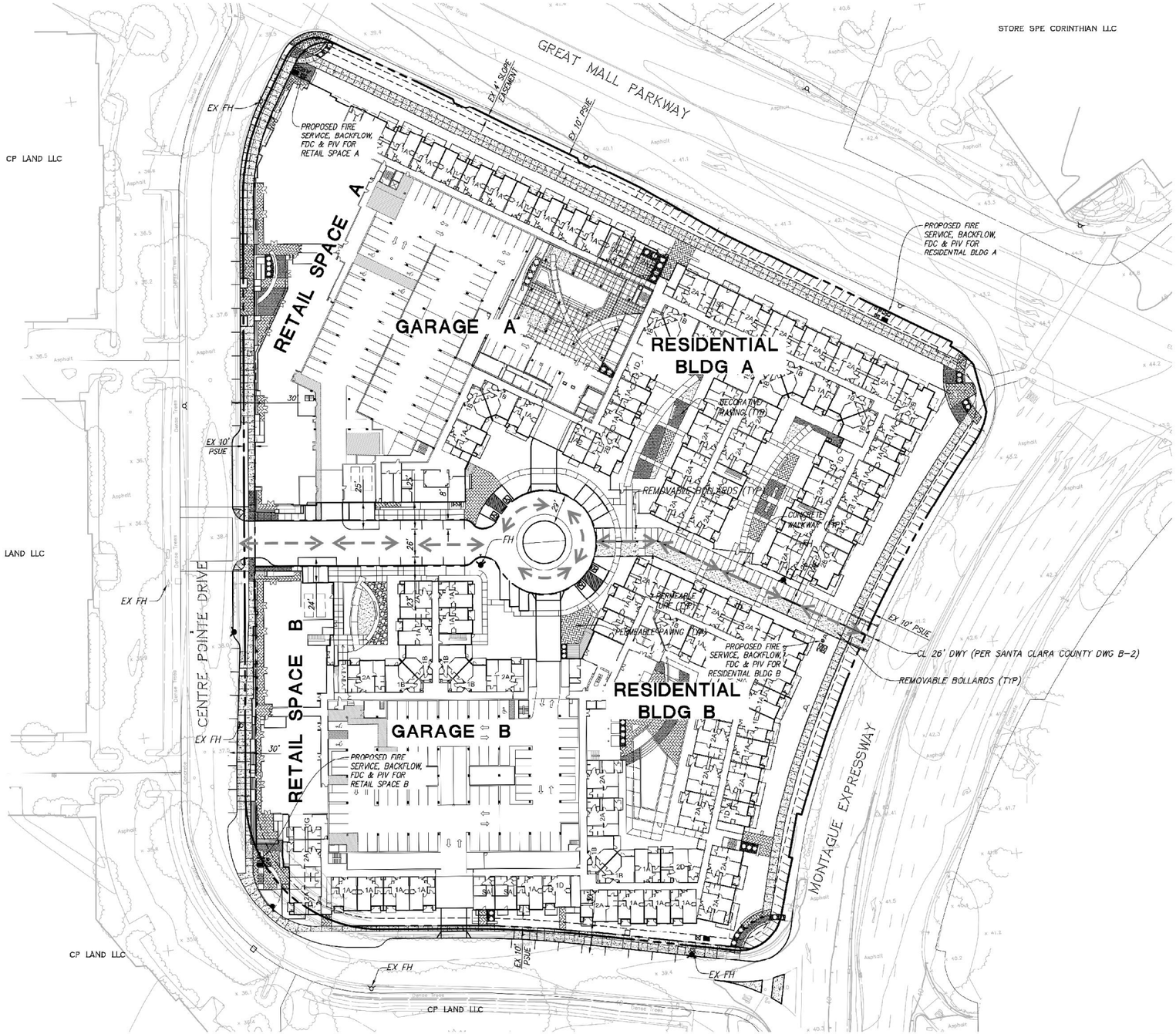

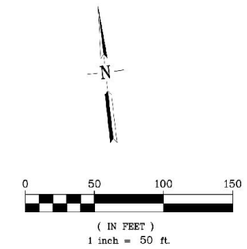

LEGEND:

FIRE ACCESS PATH

NOTES:

1. SEE LANDSCAPE PLANS FOR SURFACE MATERIAL DETAILS.

1500 CENTRE POINTE DR

EVA ACCESS PLAN

SUMMERHILL APARTMENT COMMUNITIES
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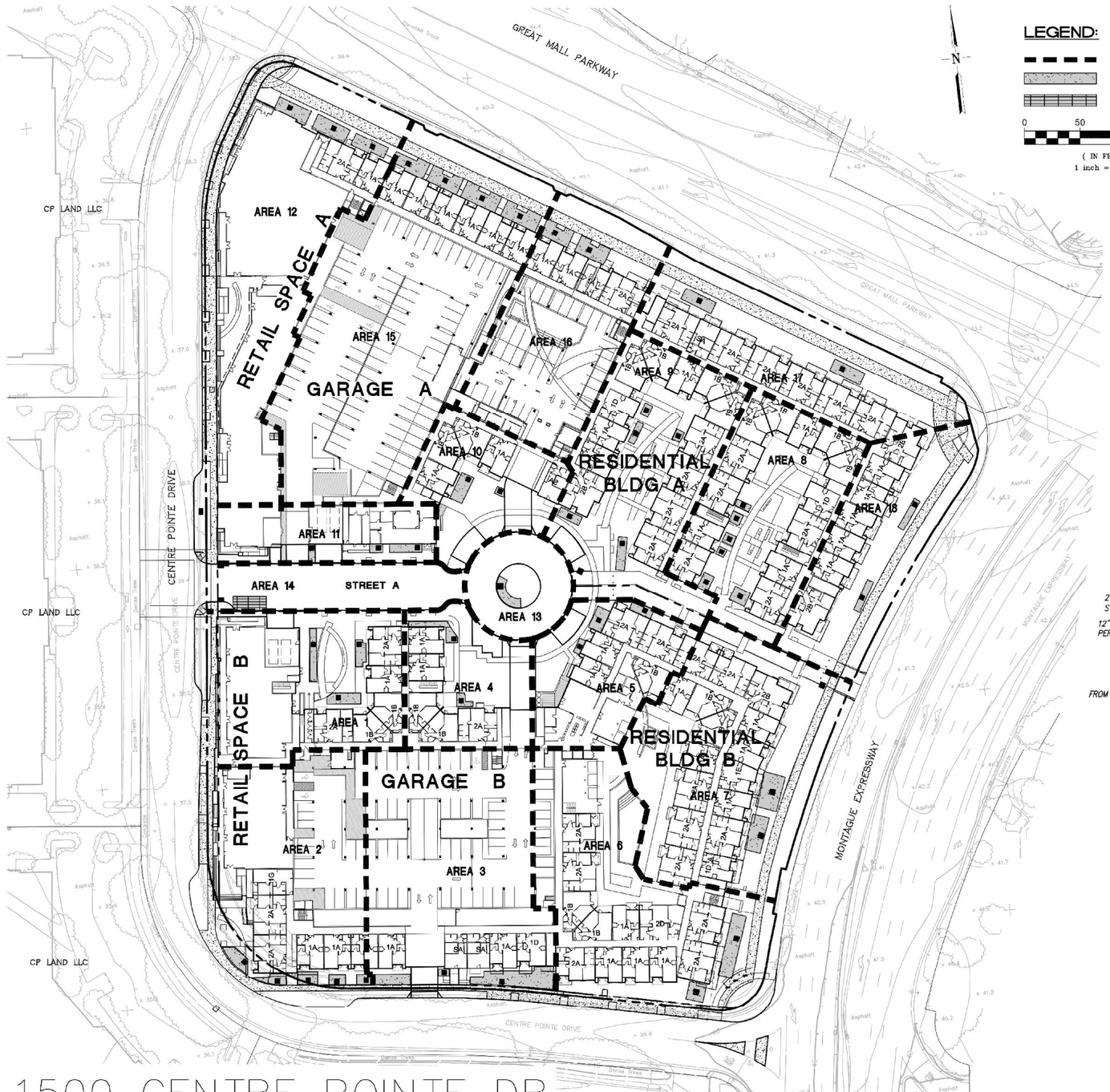


LEGEND:

- DRAINAGE MANAGEMENT AREA (DMA) BOUNDARY
- BIO-RETENTION AREA
- BIO-RETENTION AREA IN SILVA CELL

0 50 100 150

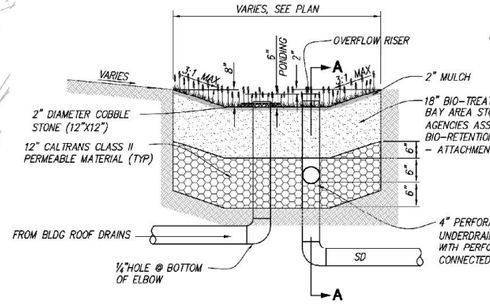
(IN FEET)
1 inch = 50 ft.

PRELIMINARY STORMWATER TREATMENT CALCULATIONS

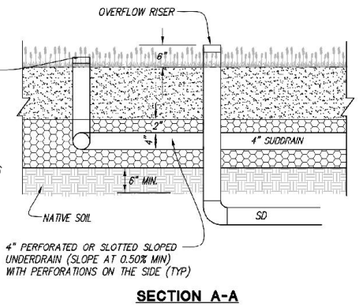
DMA	SURFACE	IMPERVIOUS AREA (SF)	BMP EFFECTIVE TREATMENT AREA		
			BMP USED	REQUIRED (SF)	PROVIDED (SF)
1	PAVING/ROOF/SIDEWALK	19,310	BIO-RETENTION	772	789
2	PAVING/ROOF/SIDEWALK	23,240	BIO-RETENTION	930	931
3	PAVING/ROOF/SIDEWALK	31,090	BIO-RETENTION	1,244	1,266
4	PAVING/ROOF/SIDEWALK	10,100	BIO-RETENTION	404	427
5	PAVING/ROOF/SIDEWALK	12,390	BIO-RETENTION	496	525
6	PAVING/ROOF/SIDEWALK	22,600	BIO-RETENTION	904	988
7	PAVING/ROOF/SIDEWALK	27,760	BIO-RETENTION	1,110	1,118
8	PAVING/ROOF/SIDEWALK	17,000	BIO-RETENTION	680	686
9	PAVING/ROOF/SIDEWALK	18,630	BIO-RETENTION	745	761
10	PAVING/ROOF/SIDEWALK	8,970	BIO-RETENTION	359	359
11	PAVING/ROOF/SIDEWALK	10,110	BIO-RETENTION	404	411
12	PAVING/ROOF/SIDEWALK	29,740	BIO-RETENTION	1,190	1,190
13	PAVING	6,290	BIO-RETENTION	251	275
14	PAVING/SIDEWALK	9,326	SILVA CELLS	373	390
15	PAVING/ROOF/SIDEWALK	43,430	BIO-RETENTION	1737	1,840
16	PAVING/ROOF/SIDEWALK	20,240	BIO-RETENTION	810	820
17	PAVING/ROOF/SIDEWALK	15,210	BIO-RETENTION	608	663
18	PAVING/ROOF/SIDEWALK	8,190	BIO-RETENTION	328	360

NOTES:

1. THE CALCULATIONS ARE BASED ON THE COUNTY OF SANTA CLARA STORMWATER C.3 GUIDEBOOK, DATED APRIL 2012.
   a. 0.2 INCHES/HOUR RAINFALL INTENSITY ON 100% IMPERVIOUS AREA.
   b. SOIL FOR TREATMENT MEDIUM WITH A 5 INCHES/HOUR INFILTRATION RATE.
   c. A TREATMENT MEDIUM OF 0.04 SIZING FACTOR FOR BIORETENTION AREAS.
2. SIZING FACTOR OF 0.04 NOTED ABOVE IS CALCULATED BASED ON THE FOLLOWING CRITERIA:
   a. SIZING FACTOR=(0.2 IN/HR)/(5 IN/HR)=0.04
3. PROPOSED IMPERVIOUS SURFACE (333,850 SF) IS LESS THAN EXISTING IMPERVIOUS SURFACE (361,050 SF) AND THE PROJECT SITE IS IN A SUBWATERSHED OR CATCHMENT WITH 65% OR MORE IMPERVIOUS SURFACE PER THE HYDROMODIFICATION MANAGEMENT PLAN APPLICABILITY MAP, REVISED NOVEMBER 2010. THE PROPOSED SITE IS EXEMPT FROM HYDROMODIFICATION.



TYPICAL BIO-RETENTION AREA



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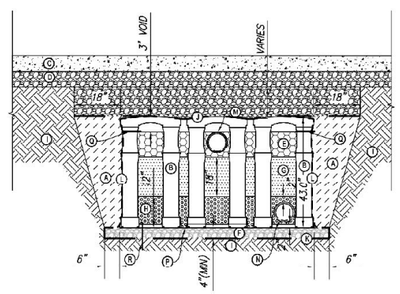

TYPICAL SILVA CELL DETAIL

SILVA CELL KEY PLAN

- (A) NATIVE BACKFILL, COMPACTED TO 95%
- (B) 3X SILVA CELL SYSTEM BY DEEP ROOT (DECK, BASE, AND POSTS)
- (C) 4" CONCRETE PAVING.
- (D) 4" CLASS 2 AGGREGATE BASE.
- (E) 10" CLASS 2 PERMEABLE MATERIAL.
- (F) 4" MIN AGGREGATE BASE, COMPACTED TO 95%.
- (G) BIO-RETENTION TREATMENT SOILS PER TREATMENT SOILS NOTE ON THIS SHEET.
- (H) CLASS 2 PERMEABLE MATERIAL PER CALTRANS SPECIFICATIONS, SECTION 68.
- (I) UNDISTURBED EARTH
- (J) MIRAFI 180N - GEOTEXTILE FABRIC 18" MIN OVERLAP.
- (K) MIRAFI 180N - GEOTEXTILE FABRIC, PLACED BELOW AGGREGATE SUB BASE.
- (L) MIRAGRID 2XT - GEOGRID TO LINE PERIMETER OF SYSTEM WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK).
- (M) 4" SDR-35 PERFORATED DISTRIBUTION PIPE IN 1/2" DRAIN ROCK.
- (N) 4" SDR-35 PERFORATED COLLECTION PIPE.
- (O) SDR-35 SOLID DISTRIBUTION PIPE INTO SILVA CELL SYSTEM. SEE SHEET C2.1 FOR PIPE SIZE.
- (P) SILVA CELL BASE
- (Q) CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE.
- (R) PIN, PER SILVA CELL SPECIFICATIONS.

1500 CENTRE POINTE DR

PRELIMINARY STORM WATER CONTROL PLAN

SUMMERHILL APARTMENT COMMUNITIES
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RJA # 141107
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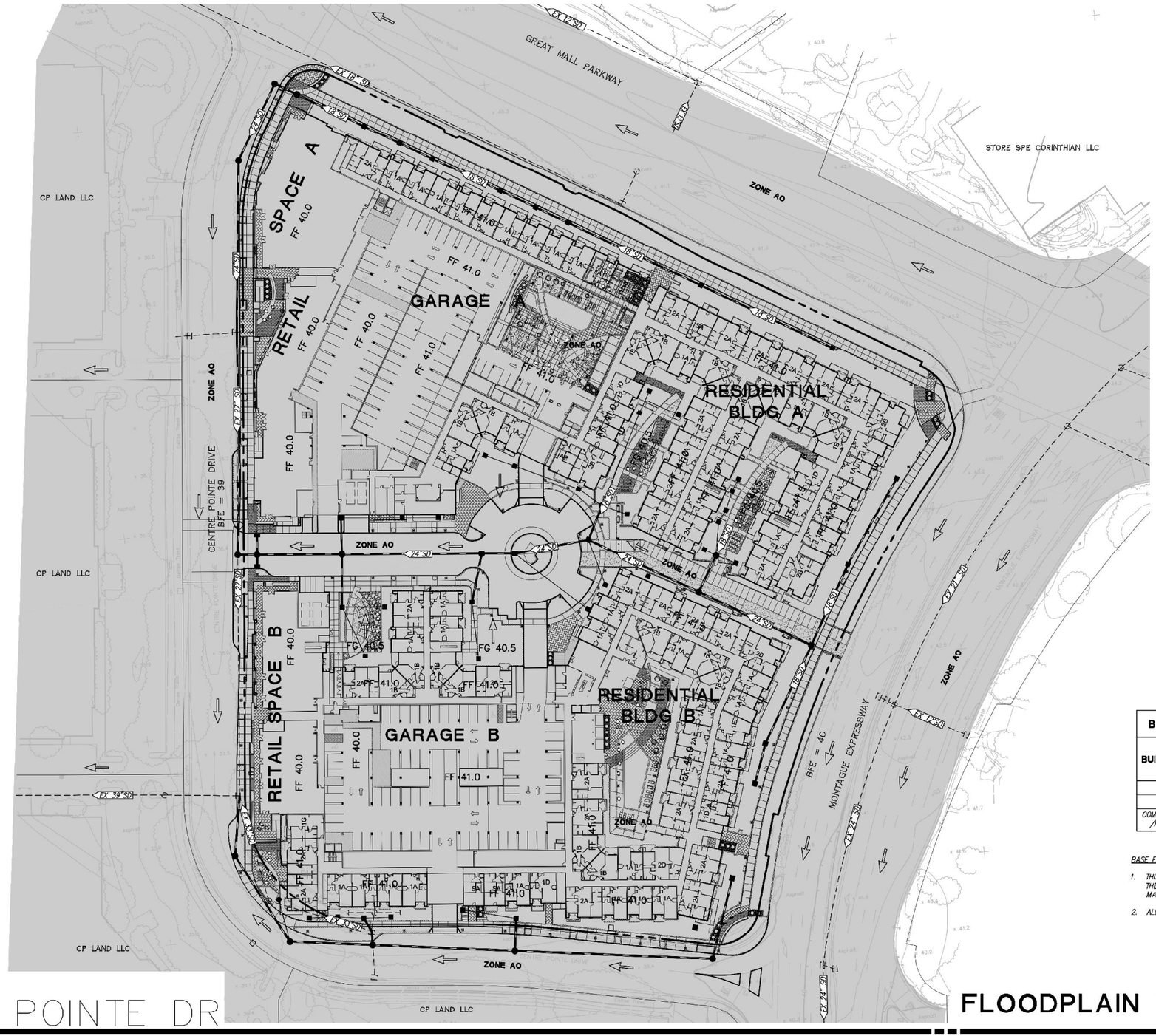

N

0 50 100 150

(IN FEET)
1 inch = 50 ft.

LEGEND:

- OVERLAND FLOW PATH
- SPECIAL FLOOD HAZARD AREAS (SFHAS)

BASE FLOOD ELEVATION (BFE) SUMMARY			
BUILDING	FINISHED FLOOR ELVATION (FF)	BASE FLOOD ELEVATION (BFE)	DIFFERENCE
A	41	40	1'
B	41	40	1'
COMMERCIAL /RETAIL	40	39	1'

BASE FLOOD ELEVATION:

1. THIS PROPERTY LIES WITHIN FLOOD ZONE AO (DEPTH 1'), ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 06085C0067J, MAP PERMITTED FEBRUARY 19, 2014.
2. ALL FINISH FLOORS ARE 1' ABOVE THE BFE.

1500 CENTRE POINTE DR

FLOODPLAIN MANAGEMENT PLAN

SUMMERHILL APARTMENT COMMUNITIES
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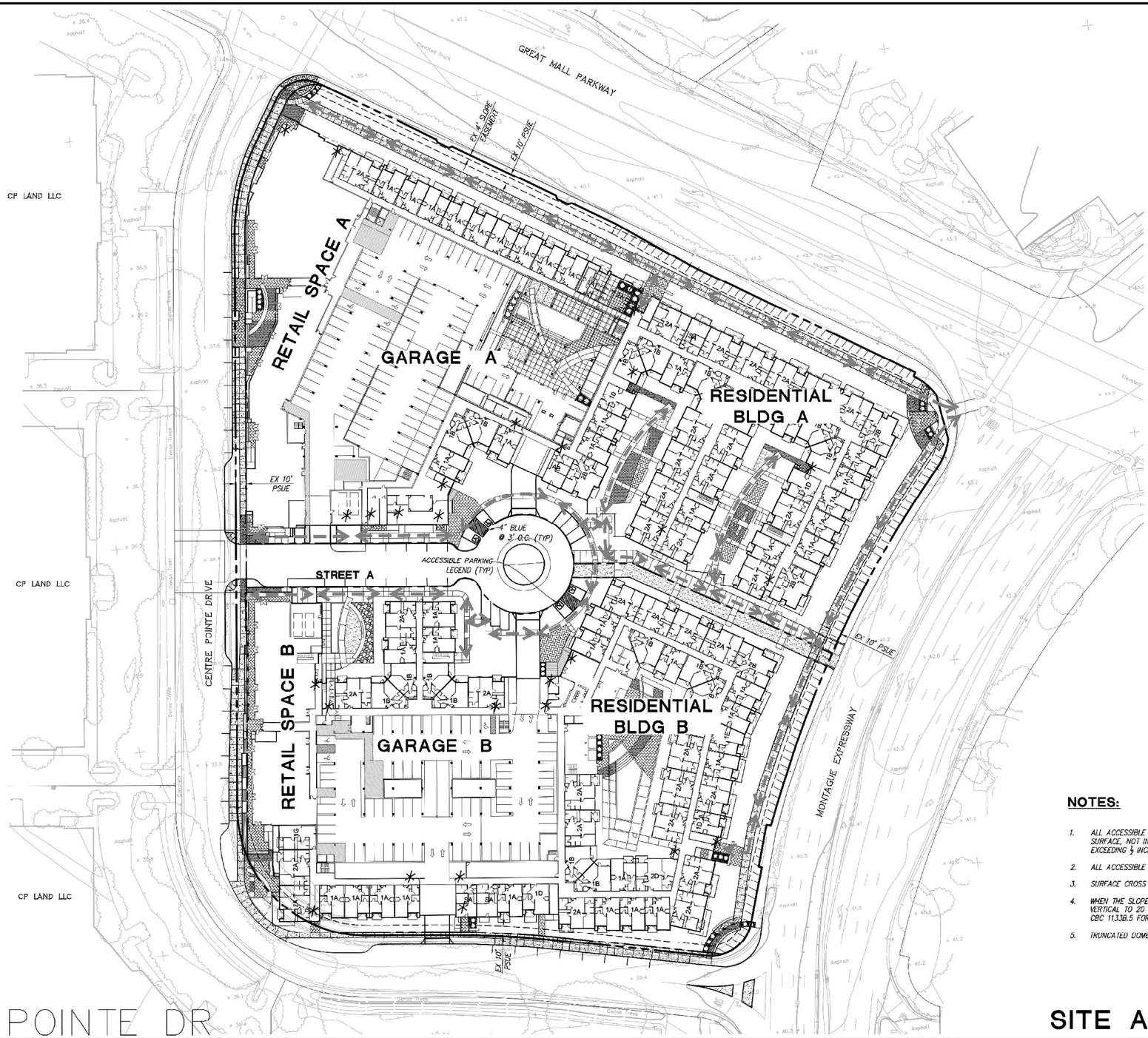

NOTES:

1. ALL ACCESSIBLE PATHS OF TRAVEL SHALL HAVE A CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING ½ INCH.
2. ALL ACCESSIBLE PATHS SHALL BE A MINIMUM 48 INCHES IN WIDTH.
3. SURFACE CROSS SLOPES SHALL NOT EXCEED ¼ INCH PER FOOT.
4. WHEN THE SLOPE IN DIRECTION OF TRAVEL OF ANY WALK EXCEEDS ONE UNIT VERTICAL TO 20 UNITS HORIZONTAL IT SHALL COMPLY WITH PROVISIONS OF CBC 1133B.5 FOR RAMPS.
5. TRUNCATED DOMES ARE TO BE LOCATED ON ALL RAMPS.

1500 CENTRE POINTE DR

SITE ACCESSIBILITY PLAN

SUMMERHILL APARTMENT COMMUNITIES
COMMUNITIES OF DISTINCTION

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McNellis Partners

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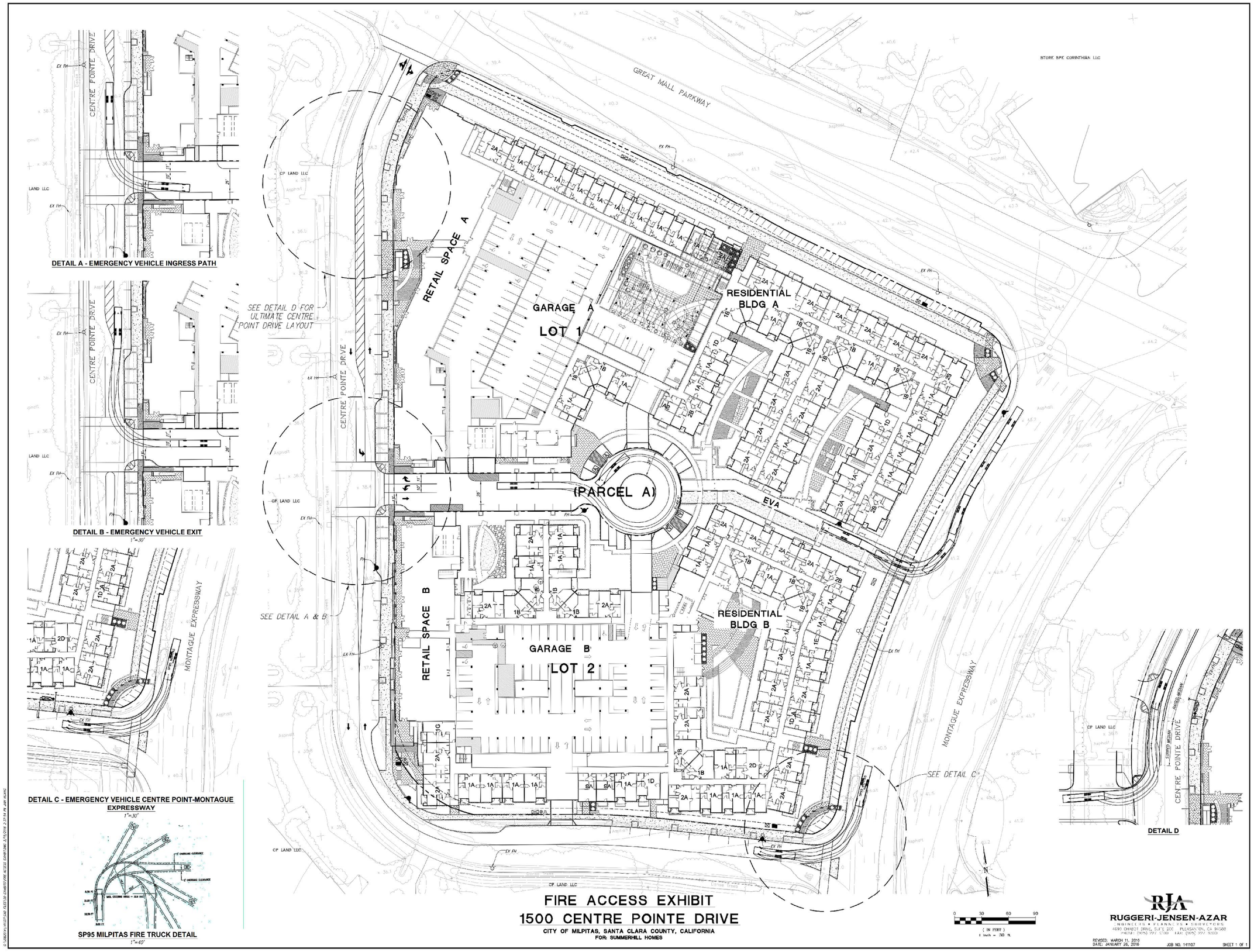

FIRE ACCESS EXHIBIT
1500 CENTRE POINTE DRIVE

CITY OF MILPITAS, SANTA CLARA COUNTY, CALIFORNIA
FOR: SUMMERHILL HOMES

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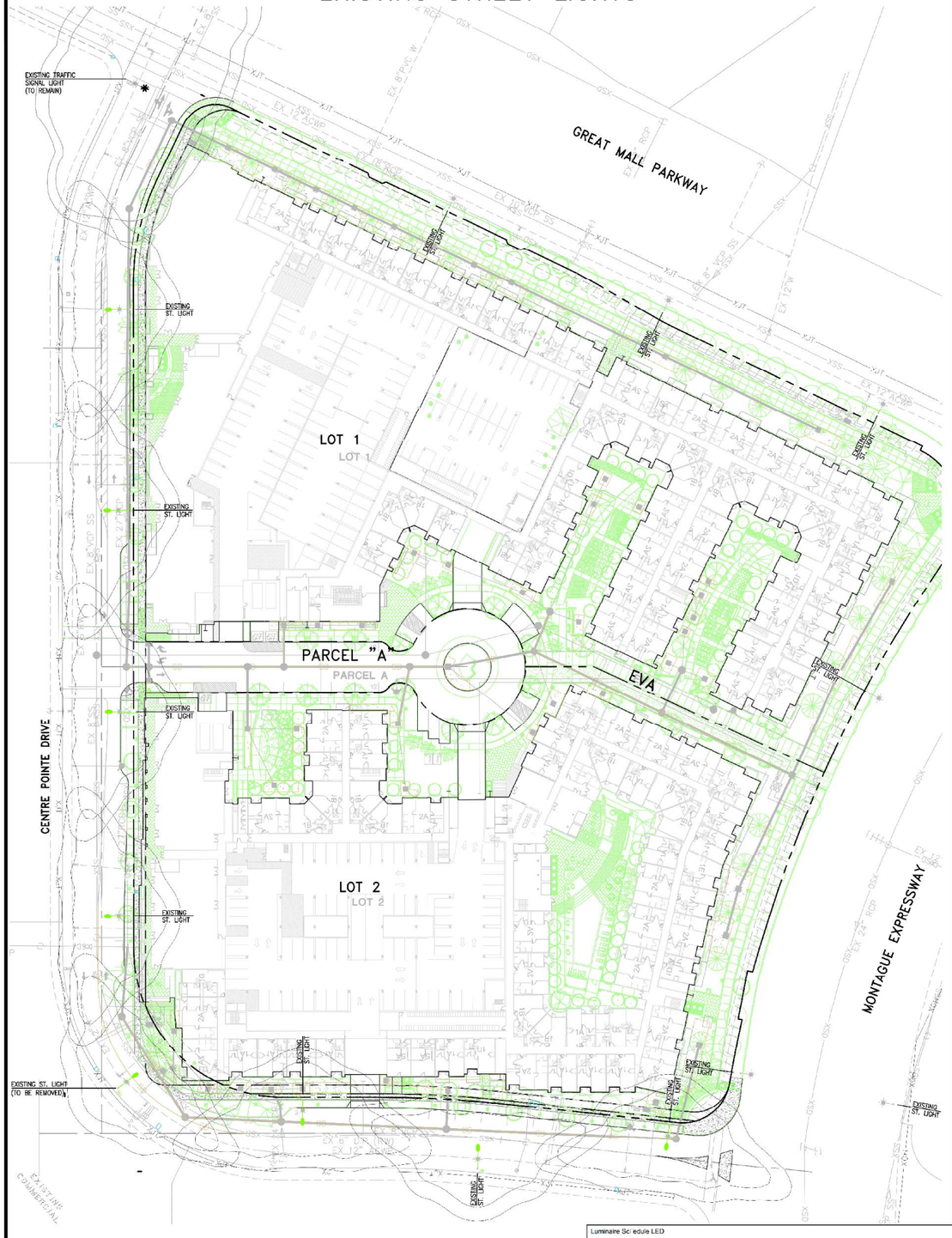
REVISED: MARCH 11, 2016
DATE: JANUARY 26, 2016
JOB NO. 141107
SHEET 1 OF 1

GREAT MALL PARKWAY
LOT 1
LOT 1
LOT 2
LOT 2
PARCEL "A"
EVA
CENTRE POINTE DRIVE
MONTAGUE EXPRESSWAY
EXISTING COMMERCIAL
EXISTING COMMERCIAL
EXISTING TRAFFIC SIGNAL LIGHT (TO REMAIN)
EXISTING ST. LIGHT
EXISTING ST. LIGHT
EXISTING ST. LIGHT
EXISTING ST. LIGHT
EXISTING ST. LIGHT
EXISTING ST. LIGHT
EXISTING ST. LIGHT (TO BE REMOVED)
ELECTRICAL ROOM 3A 2000A, 120/208V 3Ø
ELECTRICAL ROOM 3A 2000A, 120/208V 3Ø
TRANSFORMER ROOM METAL SERVICE/GARAGE 2500A, 120/208V 3Ø
ELECTRICAL ROOM 1A MPOE ROOM 2000A, 120/208V 3Ø
ELECTRICAL ROOM 2B 2000A, 120/208V 3Ø
ELECTRICAL ROOM 4A 2000A, 120/208V 3Ø
ELECTRICAL ROOM GARAGE/RETAIL/MPOE 2000A, 277/480V 3Ø
ELECTRICAL ROOM 3B 2000A, 120/208V 3Ø
ELECTRICAL ROOM 4B 2000A, 120/208V 3Ø
ELECTRICAL ROOM 1B 2000A, 120/208V 3Ø
EXISTING HIGH VOLTAGE TRANSMISSION LINE (DO NOT TOUCH)
EX 8"P (RW)
EX 12" ACMP
EX 42"RCP
EX 39"RCP
EX 8"WP
EX 8"SS
EX 8"SD
EX 12"SD
EX 18"SD
EX 24"SD
EX 30"SD
EX 36"SD
EX 42"SD
EX 48"SD
EX 54"SD
EX 60"SD
EX 66"SD
EX 72"SD
EX 78"SD
EX 84"SD
EX 90"SD
EX 96"SD
EX 102"SD
EX 108"SD
EX 114"SD
EX 120"SD
EX 126"SD
EX

EXISTING STREET LIGHTS



PROPOSED STREET LIGHTS

Luminaire Schedule LED

Project:CENTER POINT - SITE - MILPITAS

Symbol	Qty	Label	Arrangement	Lum. Watts	Lum. Lumens	LLF	LLD	LDD	BUG	Description	Filename
	1	GG2	SINGLE	1	2,000	0.600	0.900	0.900	0-L50	EXISTING TRAFFIC LIGHT 250W - UPS - 33'9" - 6' ARM	GE1_306.IES
	1	EE1	SINGLE	1	6400	0.600	0.900	0.900	0-L50	EXISTING LOW - UPS - 31'6" - 6'	GE453236.IES
	1	JJ	SINGLE	0	195	0.900	0.900	1.000	1.000	NEW LED - GC1 40 - MD - NW 2 IGL - S30 - 31.5' - 6' ARM	GC1 40 MD NW 2IGL S30 SJes

FOR STUDY ONLY
STREET LIGHTS
SUBJECT TO CHANGE

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

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EXISTING & PROPOSED STREET LIGHTING

SUMMERHILL HOMES
1500 CENTRE POINT
MILPITAS CALIFORNIA

PROJECT MANAGER:	T. ARCAYA
DRAWN BY:	D. SHAY
CHECKED BY:	T. ARCAYA
SCALE:	1"=50'
JOB NUMBER:	15-012
DATE LAST MODIFIED:	01-20-16

SHEET SL1

OF 1 SHEETS

RESOLUTION NO. 8537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING SITE DEVELOPMENT PERMIT SD15-0012, CONDITIONAL USE PERMIT UP15-0016, VESTING TENTATIVE MAP MT15-0011, AND EXCEPTIONS TO THE MILPITAS MUNICIPAL CODE VII-6-5.00 REGARDING SUPPLEMENTAL WATER USE RESTRICTIONS FOR THE PROJECT LOCATED AT 1646 CENTRE POINTE DRIVE, PURSUANT TO CEQA GUIDELINE 15168(C)(2)

WHEREAS, on October 29, 2015, an application was submitted by SummerHill Apartment Communities for a Site Development Permit, Conditional Use Permit and Vesting Tentative Map for the development of two mixed use buildings consisting of 694 dwelling units, 36,500 square feet of commercial space and other associated site improvements on the 9.84 acre parcel located at 1646 Centre Pointe Drive (APNs: 086-33-102 and 086-33-102) located within the Transit Area Specific Plan area – Montague Corridor sub-district (the "Project" or "project"); and

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

WHEREAS, an initial environmental assessment of the project was completed in accordance with the California Environmental Quality Act (CEQA) and determined that the project is exempt from further environmental review pursuant to Section 15168(c)(2) of the CEQA Guidelines because of its consistency with the certified EIR for the Transit Area Specific Plan; and

WHEREAS, on April 13, 2016, the Planning Commission held a duly-noticed public hearing on the project, and considered evidence presented by City staff, the Permittee, and other interested parties and unanimously recommended approval to the City Council of the project; and

WHEREAS, on May 3, 2016, the City Council held a duly-noticed public hearing on the project, and considered evidence presented by City staff, the Permittee, and other interested parties.

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 Pursuant to CEQA Guideline 15168(c)(2).

The proposed Project is covered under the scope of activities approved under the Transit Area Specific Plan Environmental Impact Report ("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 694 dwelling units, 36,500 square feet of commercial space and other associated site improvements, fall within this scope of development activity contemplated in the TASP EIR. LSA Associates completed an environmental assessment of the proposed project with the density increase and exception request to confirm the proposed project is within the scope of the TASP EIR. The analysis found that the project is consistent with the TASP EIR and confirmed that the project is within the scope of development density considered under the TASP 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 are included as Conditions of Approval. Pursuant to Public Resources Code section 21166 and CEQA Guideline 15168(c)(2), the project is exempt from further review under CEQA.

SECTION 3. Site Development Permit Findings.

In support of the Site Development Permit for a mixed-use development at 1646 Centre Pointe Drive, and as required by Milpitas Municipal Code Section XI-10-57.03(F)(1), the City Council hereby finds that:

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 proposed project's site and design are consistent with the intent of the TASP policies and the TASP development standards thereby ensuring that the project is compatible and aesthetically harmonious with adjacent and surrounding existing or future development that is or will also be compatible with TASP policies and development standards. More specifically, the proposed project is within the height limit identified in the TASP for this site with two, five-story buildings (with rooftop parking within each of the projects) where twelve stories is permitted by right. The proposed development also provides for retail space with an outdoor plaza, serving the residents and visitors, near the BART station and adjacent to the Great Mall, further activating Centre Pointe Drive and ensuring compatibility and harmony between the various uses. The streetscape improvements are consistent with the TASP with sidewalks and landscape improvements that provide continuity between developments within the TASP. The building design is also consistent with TASP policies with the design of the ground floor providing an attractive and safe environment for pedestrians by placing windows and balconies on the ground level and the primary building entrances are oriented toward the street. The project is consistent with TASP policies regarding parking, which is not be visible from the street, given the use of interior parking structures, and the minimization of curb cuts. Overall, the project is designed consistent with the TASP thereby ensuring harmony and compatibility with surrounding development.

2. The project is consistent with the Milpitas Zoning Ordinance.

The project is zoned Mixed Use High Density (MXD-2) and Mixed Use Very High-Density Mixed Use (MXD-3), with Transit Oriented Development Overlay District. The project density of development is within the range of development contemplated under these zoning districts with a Use Permit for the 25% Transit-Oriented density increase. The project complies with the development standards of the TASP, with the issuance of a Conditional Use Permit for tandem parking and development on lots greater than 4 acres. Such exceptions are permitted by Milpitas Municipal Code VIII-6-5.08, which vests this authority in the City Council.

The project is also consistent with the Zoning Code even though it will meet the commercial and retail parking requirements with on-street parking. This is allowed pursuant to Milpitas Municipal Code XI-10-53.13(A)(1)(b) so long as certain findings are met as follows: (i) the project site is located within the Transit or Midtown Specific Plan Areas; (ii) the on-street parking space is located along the project site frontage directly serving and adjacent to the use; (iii) no more than 50 percent of the required parking spaces shall be allocated on-street unless the commercial or retail use requires ten or less parking spaces; (iv) the on-street parking space is located less than 300 feet away from the use it serves; and (v) the on-street parking space shall be designated as limited time parking in accordance with the California Vehicle Code. Consistent with these findings, the project is located within the Transit Area Specific Plan, the on-street parking will be along the property frontages of Centre Point Drive which will serve the proposed retail and commercial uses. Further, the on-street parking accounts for no more than 50 percent of the required spaces as it would account for only 1.7 percent of the required spaces. Finally, the parking is within 300' of the retail spaces and as outlined in the conditions of approval and the parking will be subject to a two-hour time limit consistent with the California Vehicle Code.

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

The TASP land use designation is Boulevard Very High Density Mixed Use (BVMU) and Residential-Retail High Density Mixed Use (RRMU) with a Density Increase Overlay. The project's land uses will be developed consistent with the residential and commercial uses contemplated by the General Plan land use designations for the project area. The project's overall density and intensity of development is consistent with the goals and objectives for development of this area. The project area is designated for Transit Oriented Development, which the General Plan notes is for areas located near transit stations, and provides for special requirements regarding development density, parking, mix of uses and transit supportive design features. The project provides for high density multi-family development, ground floor retail areas and commercial uses all within close proximity to transit stations.

The project is consistent with the following General Plan Land Use Guiding Principles:

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.

The project is an urban infill redevelopment project that redevelops an underutilized industrial building site with residential and commercial uses envisioned by the TASP. It is designed as a high density residential development with commercial and retail uses that serve both visitors as well as residents.

2.a-G-3: Provide for a variety of housing types and densities that meet the needs of individuals and families.

The project provides a mix of residential unit types. The project includes 36 studio units, 383 one bedroom units and 275 two bedroom units. The units range in size from 648 square feet to 1,176 square feet. The project provides a variety of housing choices for individuals and families in Milpitas.

2.a.l-2: Promote development within the incorporated limits which acts to fill-in the urban fabric rather than providing costly expansion of urban services into outlying areas.

The project is an urban infill redevelopment site within incorporated City limits that enables the use of existing and planned infrastructure improvements.

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 lively and attractive street character, and a distinctive identify for each subdistrict.

The project provides a mix of residential, commercial and retail uses for residents and visitors in proximity to transit opportunities. The project provides landscaped walkways to promote walkability and the use of bikes that will connect the various uses thereby ensuring pedestrian connections and a lively and attractive character.
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 project implements the development standards and design guidelines in the TASP. Although the project is seeking certain deviations from some of the requirements through the issuance of a conditional use permit, such deviations, such as increased density and development, have been specifically contemplated in the TASP. Other deviations such as tandem and shared parking are minor in nature. Thus, overall, the project conforms to the adopted design guidelines and requirements of the TASP.

4. In the case of a project located within a Specific Plan, the following additional finding shall be made: The project is consistent with the Specific Plan.

The project implements the range of uses, the density of development and the development standards as set forth in the TASP. The Permittee has requested exceptions to the lot size requirements of TASP, as well as density increases allowed by the TASP, but will be compliant with TASP upon approval of a Conditional Use Permit.

SECTION 4. Major Vesting Tentative Map Findings.

In support of the Major Vesting Tentative Map that applies to the project, and as required by Milpitas Municipal Code Section XI-1-20.01, the City Council hereby finds that:

1. The tentative subdivision map is consistent with the Milpitas General Plan.

The subdivision maps provide the residential and commercial uses contemplated by the General Plan land use designations for the area. The City finds that the average density of the Site Development Permit is within the General Plan's designated minimum and maximum density with the issuance of a CUP for the TOD density increase. See Section 3 above for further detailed analysis as to how the project, including the vesting tentative map, is consistent with the General Plan.

SECTION 5. Conditional Use Permit Findings

A Conditional Use Permit ("CUP") may be used to permit exceptions or deviations to the development standards in the TASP and to permit a density increase for the project. The Project requires a CUP to address deviations in the following TASP development standards:

- Pursuant to Table 5-1 in the TASP, tandem parking is allowed consistent with the Milpitas Zoning Ordinance. Milpitas Zoning Ordinance XI-10-53.07 allows for tandem parking with the issuance of a CUP.
- Pursuant to Table 5-1 in the TASP, a CUP is required for increased density.
- Permit development on lots greater than 4 acres pursuant to Milpitas Municipal Code section XI-10-6.07.
- Allow shared parking pursuant to Milpitas Municipal Code section XI-10-53.11.

Per Milpitas Municipal Code Section IX-10.57.04(G), the following findings are required to be made in order to approve a Conditional Use Permit:

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.

A Conditional Use Permit is requested for the TOD density increase, tandem parking, development on lots greater than four acres, and shared parking.

The mix of uses proposed by the project are consistent with the range of uses contemplated by the TASP, including the development of high density residences in close proximity to the BART station. The proposed density of development falls within the designated minimum and maximum residential densities for this area of the TASP with the density increase. The number of residential units and commercial square footage are all within the ranges that were anticipated upon buildout of the TASP, and the environmental impacts of the development of the proposed project do not exceed the projections or analysis in the environmental impact report prepared for the TASP.

The City finds that the proposed density is consistent with the intent of the Specific Plan to achieve a high density residential neighborhood in close proximity to BART and shopping.

As outlined in the shared parking analysis report, the restaurant and retail will primarily serve the on-site residential community and the commercial uses and residential uses do not have the same peak parking demand. As such, the shared parking will serve the community and will not impact adjacent properties.

2. The proposed use is consistent with the Milpitas General Plan.

Policy	**Consistency Finding**
2.a.1.25: Require development in the Transit Area to conform to the adopted design guidelines and requirements contained in the Transit Area Plan.	**Consistent.** The project as proposed and conditioned conforms to the street layout, street sections, density and land use.
2.a-I-3 Encourage economic pursuits, which will strengthen and promote development through stability and balance.	**Consistent**: the project will strengthen and promote many businesses in the City of Milpitas by the redevelopment of a property with a long-standing vacant building, encouraging improvements by owners of other nearby properties
2.a-I-7 Provide opportunities to expand employment, participate in partnerships with local business to facilitate communication, and promote business retention.	**Consistent**: the project will provide opportunities to expand employment by constructing 36,500 square feet of new retail and office uses.

2.a-I-12 Use zoning for new residential developments to encourage a variety and mix in housing types and costs	**Consistent**: the project provides for-sale, high-density residential projects that the City needs to meet its housing obligations.

3. The proposed use is consistent with the Milpitas Zoning Ordinance.

See above re: Zoning Ordinance consistency findings.

The project is also consistent with the Zoning Code even though it will meet the commercial and retail parking requirements with on-street parking. This is allowed pursuant to Milpitas Municipal Code XI-10-53.13(A)(1)(b) so long as certain findings are met as follows: (i) the project site is located within the Transit or Midtown Specific Plan Areas; (ii) the on-street parking space is located along the project site frontage directly serving and adjacent to the use; (iii) no more than 50 percent of the required parking spaces shall be allocated on-street unless the commercial or retail use requires ten or less parking spaces; (iv) the on-street parking space is located less than 300 feet away from the use it serves; and (v) the on-street parking space shall be designated as limited time parking in accordance with the California Vehicle Code. Consistent with these findings, the project is located within the Transit Area Specific Plan, the on-street parking will be along the property frontages of Centre Point Drive which will serve the proposed retail and commercial uses. Further, the on-street parking accounts for no more than 50 percent of the required spaces as it would account for only 1.7 percent of the required spaces. Finally, the parking is within 300' of the retail spaces and as outlined in the conditions of approval and the parking will be subject to a two-hour time limit consistent with the California Vehicle Code.

4. In the case of a project located within a Specific Plan, the following additional finding shall be made: The proposed use is consistent with the Specific Plan.

The project implements the range of uses, the density of development and the development standards as set forth in the TASP. Landscaping along the streets and greenspace with the developments are provided as envisioned by the TASP. The shared parking plan provides a mix of land uses consistent with the TASP land use development standards and provides commercial uses to activate the area.

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 project is consistent with the TASP development standards with the requested deviations to allow for tandem parking and reduced balcony size. The project provides sufficient on-site parking for the proposed uses as well as sufficient open space. The project reflects high quality architectural design and is well integrated into the site adjacent to the new BART station. The project includes significant landscape improvements

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 project provides a public benefit with the provision of much needed housing and jobs within close proximity to the BART station. The project complies with all other development standards.

SECTION 6. City Council Approval.

Based on the foregoing, the City Council hereby approves Site Development Permit SD15-0012, Use Permit UP15-0016, Major Tentative Map MT15-0011, and hereby grants an exception to Milpitas Municipal Code VII-6-5.00 "Supplemental Water Use Restriction" contained at VIII-6.5.00, including Section 5.03 to allow for swimming pools that will provide an attractive amenity to proposed residents 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 3rd day of May 2016, by the following vote:

AYES:	(4) Mayor Esteves, Vice Mayor Montano, Councilmembers Giordano and Grilli
NOES:	(0)
ABSENT:	(0)
ABSTAIN:	(1) Councilmember Barbadillo

ATTEST:

Mary Lavelle, City Clerk

APPROVED:

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

EXHIBIT 1

CONDITIONS OF APPROVAL
1646 CENTRE POINTE DRIVE
SD15-0012; MT15-0011, UP15-0016

GENERAL CONDITIONS

1. General Compliance. The Permittee and owner, including all successors in interest (collectively "Permittee") shall comply with each and every condition set forth in this Permit. This SITE DEVELOPMENT PERMIT NO. SD15-0012, CONDITIONAL USE PERMIT UP15-0016, TENTATIVE MAP NO. MT15-0011 (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. The Permittee shall develop the approved project in conformance with the approved plans, sample color and materials board approved by the City Council, 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 from the date of approval unless in conjunction with a tentative map, the term of which may be extended upon approval by the City or the filing of a final map, then the term of the permits shall coincide with the life of the map. Pursuant to Section XI-10-64.06(B) of the Zoning Ordinance of the City of Milpitas, commencement is defined when the project:

   A. Completes a foundation associated with the project; or
   B. Dedicates any land or easement as required from the zoning action; or
   C. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.

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. Such a request has been made and is extended by one year from the date defined in condition 6, above.**(P)**

8. Project Job Account. If at the time of application for building permit there is a project job account balance due to the City for recovery of review fees, and staff and consultant time, the review of permits will not be initiated until the balance is paid in full. **(E)**.

9. Indemnification. The project Permittee 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 Per

SD15-0012, Conditional Use Permit No. UP15-0016, and Vesting Tentative Map No. 15-0011, including any CEQA or other land use challenge. 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 Permittee 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 Permittee 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 Permittee, or if City fails to engage in reasonable efforts to cooperate in the defense, then the project Permittee's indemnification obligations as set forth in this condition of approval shall thereafter terminate. The project Permittee shall not be required to pay or perform any settlement unless the settlement is approved by the project Permittee. 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 Vesting Tentative Map No. 15-0011, and the balance of the Permit shall be unaffected by Government Code section 66474.9. **(CA)**

10. 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. Changes to the site plan and/or building(s) requires review and approval by the Fire Department. **(F)**

11. Compliance with Building Department. Permittee shall comply with the California Building Code, California Mechanical Code, California Electrical Code, California Plumbing Code, Green Building Standards Code, California Energy Code and Milpitas Municipal Code in effect at the time of building permit submittal.

12. Prior to any first Engineering and/or Building permit issuance, Permittee shall obtain approval from the City for the following items, including but not limited to:

    a) Stormwater Control Plan demonstrating how the project site would comply with the latest Municipal Regional N.P.D.E.S. Permit.

    b) Utility engineering and design to ensure that any proposed public utility relocations on the project site as well as within the public rights-of-way are acceptable to the City for perpetual operation / repair / replacement / maintenance of city utilities and to optimize utility right-of-way management

    c) A Solid Waste Handling Plan that meets City guidelines and is approved by the City.

13. 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 in case of an emergency declaration of water supply assurance for a major catastrophic event that restricts City's assurance to provide water supply. In the event the issuance of building permits are suspended due to lack of available water supplies, the period of time set forth as the term for the vesting tentative map in Government Code Section 66452.6(a)(1) shall be tolled for up to five years until said suspension is terminated.

14. Prior to issuance of any first permit by any department, Permittee shall obtain approval from the City Engineer of the water, sewer, and storm drain studies for this development. These studies shall provide detailed calculations to confirm adequate design of the service laterals from the project site connecting to the main. Hydraulic modeling may be required as needed

15. Prior to final map approval by City Council, Permittee shall submit a grading plan and a drainage study prepared by a registered Civil Engineer. The drainage study shall analyze the existing and ultimate conditions and facilities. The study shall be reviewed and approved by the City Engineer and Permittee shall satisfy the conclusions and recommendations of the approved drainage study.

16. Prior to final map approval by City Council, Permittee shall submit an executed petition to annex the subject property into the CFD2008-1, and agree to pay the special taxes levied by Community Facility District (CFD 2008-1) for the purpose of maintaining the public services. The petition to annex into the CFD shall be finalized concurrently

the final map recordation or prior to any building permit issuance, whichever occurs first. 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 nonseverable from the Permit and any invalidation or limitation of this condition invalidates the Permit.

17. Permittee intends to file multiple maps for the project. Each final map shall be recorded prior to issuance of any building permit for that corresponding final map, unless otherwise approved by the City. As part of the first final map, Permittee shall execute a Subdivision Improvement Agreement with improvement securities for the entire project. The final map submittal shall meet the following requirements:
    a) Provide a current title report with the final map submittal, not more than 90 days old.
    b) The final maps shall designate all common lots and easements as lettered lots or lettered easements.

18. Prior to final map approval by City Council, Permittee shall submit the Conditions, Covenants, and Restrictions (CC&R) for review and approval by the City. There shall be provisions in the CC&Rs for formation of Homeowners Association (HOA) including all owners of the residential, commercial and office spaces. The HOA shall be responsible for the maintenance of the landscaping, walls, buildings, private street lights, common area and private streets and shall have assessment power. The HOA shall manage the onsite water, recycled water, sanitary sewer system, storm drain system, storm water control system, and implement the Solid Waste handling plan.

19. Drainage facilities out-letting sump conditions shall be designed to convey the flows and protect all buildings.

20. Prior to final map approval by City Council, Permittee shall submit to the City a digital format of the final map (AutoCAD format). All final maps and improvement plans shall be tied to the California Coordinate of 1983, zone 3 and the vertical datum shall be NGVD 1988.

21. Permittee shall dedicate on the final map necessary public service utility easements, street easements and easements for domestic water, recycled water, storm sewer, sanitary sewer, dry utilities.

22. Prior to final map approval by City Council, Permittee shall obtain design approval and bond for all necessary public improvements along Centre Pointe Drive, including but not limited to, all mitigation measures, curb, gutter, new sidewalk installation, surface the entire street width along project frontage, signage and striping, street lights and fire hydrants. Plans for all public improvements shall be prepared, sealed and signed by a California registered Civil Engineer. Plans shall be prepared and submitted both on 24" x 36" Mylar sheets and digitally per City submittal requirements with City Standard Title Block and developer shall submit a digital format of the Record Drawings (AutoCAD format is preferred) upon completion of improvements. Permittee shall also execute a secured public improvement agreement. The agreement shall be secured for an amount of 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials. The public facilities, including, but not limited to water meters, RP backflow preventers (privately owned and maintained), and sewer clean outs, shall be placed so access is maintained and kept clear of traffic. All improvements must be in accordance with the City of Milpitas standard details and specifications. All public improvements shall be constructed to the city Engineer's satisfaction and accepted by the City prior to first building occupancy of the first final map, unless otherwise an off-site improvement phasing plan is approved by the City Engineer.

23. Permittee shall submit the following items with building permit application and pay the related fees at the time of building permit issuance. The following fees are estimates only. Applicable fees will be calculated at time of building permit submittal.
    a) Storm water connection fee: $16,771/acre for multi-family and $21,562/acre for commercial/retail.
    b) Water Service Agreement(s) for water meter(s) and detector check(s).
    c) Sewer Needs Questionnaire and/or Industrial Waste Questionnaire.
    d) Water connection fee: $1,164/unit for multi-family and $5.97/gpd for commercial/retail, based upon increased water usage.
    e) Sewer connection fee: $1,406/unit for multi-family and $8.52/gpd for commercial/retail, based upon increased wastewater flow.

f) TASP fee of $32,781 per residential unit and $22.80 per square foot of retail (see protest notice below).

Contact the Land Development Section of the Engineering Department at (408) 586-3327 to obtain the form(s).

24. Permittee shall perform asphalt concrete pavement base repair and slurry seal on project street frontages along Centre Pointe Drive for the entire street width based upon ultimate design, including final traffic striping, with cost-share agreement(s) with other development projects. Permittee may be required to implement the interim design as needed and as directed by the City Engineer prior to completion of the ultimate design.

25. Permittee shall provide an ADA accessible path and bus stop to the existing VTA bus stop along the project frontage on Montague Expressway.

26. Permittee shall provide street lights and street furniture on project frontage per TASP guidelines and standards.

27. Prior to issuance of the first building permit, Permittee shall pay all applicable development fees, including but not limited to, connection fees (water, sewer and storm), Transit Area impact fee,, plan check and inspection deposit, and 2.5% building permit automation fee. These fees are collected as part of the secured public improvement agreement. The agreement shall be secured for an amount equal to 100% of the engineer's estimate of the construction cost for faithful performance and 100% of the engineer's estimate of the construction cost for labor & materials.

28. Permittee shall not obstruct the noted sight distance areas as indicated on the City standard drawing #405. Overall cumulative height of the grading, landscaping & signs as determined by sight distance shall not exceed 2 feet when measured from street elevation.

29. Utilities near Buildings. Building foundations, and underground roofs, adjacent to public utilities shall be designed to be self-supporting such that the building weight is not required to be supported during shoring and excavation of adjacent utilities.

30. Prior to any work within public right of way or City easement, Permittee shall obtain an encroachment permit from City of Milpitas Engineering Department.

31. If necessary for dewatering activities during construction, Permittee shall obtain required Short Term Industrial Wastewater Discharge permit from San Jose/Santa Clara Water Pollution Control Plant (WPCP) by calling WPCP at (408) 793-5300.

32. Additional evaluations by the Permittee are required to assure proper water supply (potable or fire services). Permittee shall submit an engineering report detailing how adequate water supply pressures will be maintained. Contact the Utility Engineer at 586-3350 for further information.

33. Prior to any building permit issuance, Permittee shall obtain approval from the City the Solid Waste Handling Plan (Report) that incorporates the following requirements to the satisfaction of the City Engineer, including revisions to project plans:
    a) This development is limited to the use of self-contained roll off compactors for trash and recycling services. All roll off compactors equipment shall be enclosed and accessed on grade by City franchise hauler, in accordance with City's solid waste guidelines.
    b) Commercial and residential trash is allowed to share a roll off compactor service. Provide one 30 yard self-contained compactor to be serviced twice a week for trash.
    c) Commercial and residential recycling is allowed to share a roll off compactor service. Provide one 30 yard self-contained compactor to be serviced once a week for recycling.
    d) The proposed solid waste enclosure shall be designed per the Development Guidelines for Solid Waste Services to house self-contained compactor equipment and tallow bin service. The project plans must demonstrate that the location of the enclosure will not interfere with any public or private services including, but not limited to, utilities, and vehicular and pedestrian access. In accordance with State law, the enclosure shall be adequately sized to allow storage and direct access to all trash, recycling, tallow, and any other solid waste containers needed for this development. The location shall also provide the waste hauler adequa

access to the containers and shall take into consideration the needed space and layout for collection vehicles to enter the enclosure, turn around, and operate collection lift machinery. The enclosure drains must discharge to the sanitary sewer line. Storm drain inlets must be located at least 25 feet away from enclosures to prevent accidental spills from entering storm drains. Enclosures are not permitted within public utility easements.

e) Provide two sets of chutes (recycling and trash) to the residential area at opposite end of the residential floors. Provide sufficient space for the necessary conveyance equipment to move residential trash and recycling from the chutes to the compactors. Provide access to remove blockages throughout all building levels.

f) Provide sufficient space for the necessary conveyance equipment to collect non-residential trash and recycling from the point of generation to the compactors.

g) The Property Management shall be responsible for solid waste management, including transfer of material to the compactors. Permittee shall submit to the City (for review and approval) a written Solid Waste Handling Plan including detailed step-by-step instructions to manage solid waste from generation to disposal. The Plan shall state how the residential waste will be conveyed to the collection areas in the garage level and how the waste will be transported to the compactor area for disposal. Show the path of travel for refuse from commercial spaces. Demonstrate how recycling shall have a separately maintained process from garbage handling. State how the food establishments will handle tallow (food grease); access design for food establishments shall show adequate accommodation for tallow handling and collection. Include housekeeping requirements, such as managing trash chute blockages and odors, and cleaning up spilled waste and tallow anywhere on the property.

h) Prior to occupancy permit issuance, the Property Management shall provide evidence to the City that a sufficient level of trash and recycling service has been secured using a Service Agreement with Republic Services. After Permittee has started its business, Permittee shall contact Republic Services commercial representative to review the adequacy of the solid waste level of services. If services are determined to be inadequate, Permittee shall increase the service to the level determined by the evaluation. For general information, contact Republic Services at (408) 432-1234. In addition, the Property Management shall provide evidence that a tallow account will be maintained and the tallow bins will be kept clean.

34. Permittee shall submit a Storm Water Control Plan in accordance with the following timeline:

a) At the time of building permit plan check submittal, Permittee shall submit a "final" Stormwater Control Plan and Report, if applicable. Site grading, drainage, landscaping and building plans shall be consistent with the approved Stormwater Control Plan. The Plan and Report shall be prepared by a licensed Civil Engineer and certify that measures specified in the report meet the C.3 requirements of the Regional Water Quality Control Board (RWQCB) Order, and shall be implemented as part of the site improvements.

b) Prior to building permit issuance, Permittee shall submit an Operation and Maintenance (O&M) Plan for the long-term operation and maintenance of C.3 treatment facilities, if applicable.

c) Prior to Final occupancy, Permittee shall execute and record an O&M Agreement with the City for the operation, maintenance and annual inspection of the C.3 treatment facilities, if applicable.

35. 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 stormwater 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)

Prior to building, site improvement or landscape permit issuance, the building permit application shall be consistent with Permittee's approved Stormwater Control Plan and approved special conditions, and shall include drawings and specifications necessary to implement all measures described in the approved Plan, if applicable. As may be required by the City's Building, Planning or Engineering Divisions, drawings submitted with the permit application (including structural, mechanical, architectural, grading, drainage, site, landscape and other drawings) shall show the deta

methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control stormwater flow and potential stormwater pollutants. Any changes to the approved Stormwater Control Plan shall require Site & Architectural ("S" Zone) Amendment application review.

36. 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) a complete Storm Water Pollution Prevention Plan (SWPPP) with the project Waste Discharge Identification Number (WDID) displayed on the cover,
    b) a copy of the approved Notice of Intent (NOI) from the State Board, and
    c) 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)

37. Landscaping Ordinance 238: In accordance with the provisions of Chapter 5, Title VIII (Most current update of Ordinance 238 – Currently 238.4) of the MMC for new construction projects with an aggregate landscaping areas equaling 500 square feet or greater, Permittee shall provide separate water meters for domestic water service and irrigation service, and submit two sets of landscape and irrigation improvement plans to the Building Division with the building permit plan check package.

    Landscape shall comply with the most current Ordinance 238 requirements in effect at the time of building permit issuance. Approval from the Land Development Section of the Engineering Department is required prior to any building permit issuance, and submittal of the Certificate of Substantial Completion is required prior to final occupancy inspection.

    Contact the Land Development Section of the Engineering Department at (408) 586-3329 for information on the submittal requirements and approval process. (E).

38. Recycled Water for Irrigation: In accordance with MMC Chapter 6, Title VIII (Ord. No. 240), the landscape irrigation system shall be designed to comply with the City's recycled water guidelines, and connect to recycled water system. Contact the Land Development Section of the Engineering Division at (408) 586-3329 for design standards to be employed. To meet the recycle water guideline Permittee shall:
    a) Hire an AWWA cross-connection specialist (subject to approval by City and paid by Permittee) prior to any first plan check submittal The specialist shall also complete the required construction inspection checklist, cross connection test result and any special inspection checklist and forward to the City. http://www.sanjoseca.gov/index.aspx?NID=1595
    b) Design the landscape irrigation for recycled water use. Use of recycled water applies to all existing rehabilitated and/or new landscape adjacent to existing or future recycled water distribution lines (except for rehabilitated landscape less than 500 square feet along the future alignment). All landscape plants that are required to use recycled water shall be compatible with recycled water.
    c) Design the irrigation system in conformance to the South Bay Water Recycling Guidelines and City of Milpitas Supplemental Guidelines. Prior to building permit issuance, Permittee shall obtain approval from the State Water Resources control Board, Division of Drinking Water, SWRCB DDW. This approval requires additional processing time. Permittee shall be responsible for all costs of design and installation of site improvement

connection to the recycled water main, and processing City and Department of Drinking Water approvals. Contact the Land Development Section of the Engineering Division at (408) 586-3329 to obtain copies of design guidelines and standards.

d) The cross-connection specialist shall be responsible to design the recycled water phasing plan. It shall include phases showing the active construction areas, temporary staging areas and occupied buildings. Demarcation lines between areas served by potable water and recycled water must be approved in advance and complied with. All potable domestic and irrigation water services serving a site with recycled water must have at least a reduced pressure backflow preventer on each services-- it must be tested, passed and certification must be provided on annual basis.

e) Prior to recycled water meter installation, Permittee and/or HOA shall designate a Recycled Water Site Supervisor that has been trained by SBWR. For more information on Site Supervisor Trainings, go to https://www.sanjoseca.gov/index.aspx?nid=1594

f) Protect outdoor eating areas from overspray or wind drift of irrigation water to minimize public contact with recycled water. Recycled water shall not be used for washing eating areas, walkways, pavements, and any other uncontrolled access areas.

g) Due of the drought, plantings shall be deferred until the recycled water meter is installed and the irrigation system is charged. No potable irrigation is allowed in the interim.

39. It is the responsibility of Permittee to obtain any necessary encroachment permits from affected agencies and private parties, including but not limited to, Pacific Gas and Electric, SBC, Comcast, CALTRAN, Santa Clara Valley Transportation Agency, and City of Milpitas Engineering Department. Copies of any approvals or permits must be submitted to the City of Milpitas Engineering Division.

40. Per Milpitas Municipal Code Chapter 2, Title X (Ord. No. 201), Permittee is required to obtain a permit for removal of any existing trees on the project site. Contact the Public Works Department at (408) 586-2601 to obtain the requirements and forms.

41. Undergrounding Utilities. In accordance with Milpitas Municipal Code XI-1-7.02-2, the Permittee shall underground all existing wires and remove the related poles within the proposed development and along the street frontages, with the exception of transmission lines supported by metal poles carrying voltages of 37.5KV or more do not have to be undergrounded. All proposed utilities within the subdivision shall also be undergrounded. Show all existing utilities within and bordering the proposed development, and clearly identify the existing Pacific Gas & Electric (PG&E) wire towers and state line voltage. Permittee shall call Underground Service Alert (U.S.A.) at (800) 642-2444, 48 hours prior to construction for location of utilities.

42. Prior to start of any construction, Permittee shall submit a construction schedule and monitoring plan for City Engineer's approval. The construction schedule and monitoring plan shall include, but not be limited to, construction staging area, parking area for the construction workers, personnel parking, temporary construction fencing, construction information signage and establishment of a neighborhood hotline to record and respond to neighborhood construction related concerns. Permittee should coordinate construction schedule with other construction schedule in the vicinity of this project to minimize traffic impact for the commuters and to enhance the safety for the pedestrians.. Permittee's contractor is also required to submit updated monthly construction schedules to the City Engineer for the purpose of monitoring construction activities and work progress.

43. Permittee shall obtain information from the US Postal Services regarding required mailboxes. Structures to protect mailboxes may require Building, Engineering and Planning Divisions review.

44. All utilities shall be properly disconnected before the building can be demolished. Permittee shall demonstrate to City staff how the water service(s), sewer service(s) and storm service(s) will be disconnected prior to doing so. The water service shall be locked off in the meter box and disconnected or capped immediately behind the water meter if it is not to be used. The sanitary sewer shall be capped off at the clean out near the property line or approved location if it is not to be used. The storm drain shall be capped off at a manhole or inlet structure or approved location if it is not to be used. Unless otherwise noted, all utility stubs not utilized shall be capped at the main.

45. Prior to demolition permit issuance, Permittee, or Contracted Designee, shall submit Part I of a Recycling Report on business letterhead to the Building Division, for forwarding to the Engineering Section. This initial report shall

approved by the City's Utility Engineering/Solid Waste Section prior to demolition permit issuance. The report shall describe these resource recovery activities:

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 and its contractors shall make every effort to salvage materials for reuse and recycling and shall comply with all applicable City ordinances on construction and demolition debris.

46. Prior to building permit issuance, Permittee shall submit Part II of the Recycling Report to the Building Division, for forwarding to the City's Utility Engineering/Solid Waste Section that confirms items 1 – 4 of the Recycling Report, especially materials generated and actual quantities of recycled materials. 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 Division for approval by the Utility Engineering/Solid Waste Section prior to inspection by the Building Division.

47. All demolished materials including, but not limited to broken concrete and paving materials, pipe, vegetation, and other unsuitable materials, excess earth, building debris, etc., shall be removed from the job site for recycling and/or disposal by the Permittee and its contractors, all to the satisfaction of the City Engineer or designee. Permittee and its contractors shall, to the maximum extent possible, reuse any useful construction materials generated during the demolition and construction project. Permittee and its contractors shall recycle all building and paving materials including, but not limited to roofing materials, wood, drywall, metals, and miscellaneous and composite materials, aggregate base material, asphalt, and concrete. Permittee and its contractors shall perform all recycling and/or disposal by removal from the job site.

48. Permittee shall design, submit for review, and construct public water and sewer lines in accordance with state and local requirements.

49. Prior to issuance of a Grading Permit, Permittee shall submit a design-level geotechnical investigation prepared by a qualified geologist and approved by a third party reviewer selected by the City Engineer. All recommendations in the approved geotechnical investigation shall be incorporated into the project design. The geotechnical investigation shall address, at a minimum, the following issues:
    a) compressible soils,
    b) liquefaction,
    c) expansive soils,
    d) loose surficial soils,
    e) shallow groundwater, and
    f) sulfates in soil.

50. Provide a separate water meter for each of the following services: residential, non-residential, irrigation, and fire. Permittee is strongly encouraged to provide a separate water meter for food service. All landscape located inside any building footprint shall be served by a separate potable irrigation meter. Permittee is alerted that on-site pumping to upper floors may be required. Permittee shall provide backflow protection on all water connections, including fire services, in accordance with City guidelines and USC Manual of Cross Connection Control. Permittee is encouraged to install two meters for each service, for redundancy.

51. Permittee shall own, operate and maintain all on-site (private) utilities. The separation between public and private shall be indicated by master meters & backflows (potable water), cleanouts (sewer), and manholes.

52. City Ordinance prohibits the use of potable water for construction use. Recycled water must be used for construction purposes, including dust control and compaction.

53. This project shall use recycled water for irrigation of street frontage landscaping and landscaping located around the building perimeter. Interior courtyards within the building footprint shall be irrigated with potable water.

54. The development shall include a phasing plan for the occupancy of the buildings considering the improvements such as streets, utilities, garbage enclosure, mail box, including the shutdown testing of each water fixture.

55. City has confirmed adequate contractual sewer treatment capacity is available.

56. Contact SJ/SC WPCP Senior Source Control Inspector, at (408) 277-3897 for sizing and location requirements for grease interceptor(s).

57. 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 building is next to a City Easement, the City is not responsible for any foundation damage that would occur due to excavating in the event of servicing or repairs in that easement. Dedicate new public easements and abandon existing public easements once public utilities are relocated, abandoned or removed. Abandonment and/or removal of existing City utilities shall be in accordance with City requirements to the satisfaction of the Director of Engineering and Director of Public Works. (E)

58. Submit plan/profile views and calculations for all relocated utilities.

59. Permittee shall install a radio antenna, any repeaters or transmitters as needed and dedicated power supplies at no cost to the City at locations acceptable to the City to ensure accurate and timely reception of meter readings. Permittee shall execute a recorded instrument providing dedicated space, access rights and dedicated power supplies to the City for operation/ maintenance/ repair/ replacement of subject radio antenna.

60. The Property Management Association (PMA) shall be responsible for solid waste management and provide sufficient facilities for on-site storage and collection of solid waste and recyclables. Permittee shall provide a Solid Waste Handling Plan showing calculating 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. The Solid Waste Handling Plan shall also address other requirements, such as waste generation and compactor sizing, chute shut-off and property management responsibility for bin management and litter control. Permittee shall procure sufficient service frequency. All solid waste collection facilities shall comply with City guidelines. Comply with access dimensions such as turning radius. The collection vehicle is not allowed to block sidewalks, parking garages, and driveway access. The collection vehicle is not allowed to back up on streets, drive aisles, or alleys. If the hauler will be entering the parking garage, provide sufficient vertical clearance and comply with maximum ramp slope requirements. The trash enclosure area shall be designed to parking garage standards if any vehicles will be entering it. Permittee shall show the presence of a sanitary sewer connection within the trash enclosure. Residential and commercial trash may be commingled. Residential and commercial recycling may be commingled. On-site equipment shall be compatible with the hauler's equipment. Permittee shall adhere to City's development standards regarding chutes. Permittee must meet City's minimum collection frequency requirements. No on-call only option is allowed. The compactors shall be installed and functional prior to issuance of occupancy of the 80th dwelling unit.

61. Roadway improvements. Prior to approval of the final map, Permittee shall post security, in a form and amount acceptable to the City, sufficient to cover the costs of constructing the Project's share of roadway improvements for Centre Pointe Drive and Montague Expressway.

62. Density averaging. To ensure compliance with TASP Policy 3.8, Permittee shall cause a deed restriction to be recorded against each parcel within the project memorializing the density averaging principle under which this project has been approved and restricting future development of each parcel in conformance therewith, such that the average density across the site shall not exceed 86 dwelling units/gross acre. Such deed restriction shall be in a form acceptable to the City Attorney.

63. Flood Management. The project is located within the Special Flood Hazard Zone AO (depth 1), and therefore shall comply with the National Flood Insurance Program (NFIP) Title 44 of the Code Federal Regulations and City's Flood Plain Management Regulations, City of Milpitas Code Title XI Chapter 15. Prior to issuance of a building permit, Permittee shall obtain a Conditional Letter of Map Revision (CLOMR) from Federal Emergency Management Agency (FEMA), conditionally approving the revised floodplain. The Permittee shall also obtain a Letter of Map Revision (LOMR) prior to issuance of the first certificate of occupancy, and provide all elevation certificates prior to final building inspection or certificate of occupancy for any portion of the development. The proposed grading plan shown in the tentative map shall comply with the established BFE as determined in the final flood study report. **(E)**

64. Per VIII-6-5.08, the City Council authorizes the construction of a swimming pool and spa at the project.

65. Unless exceptions thereto are specifically authorized herein, Permittee shall comply with all applicable provisions of the Milpitas General Plan, Transit Area Specific Plan, Municipal Code, and other City standards and regulations.

66. Unless otherwise noted and except as set forth in Government Code section 66474.2, City ordinances and other applicable law shall mean the requirements in effect at the time of building permit issuance.

67. Per City Policy No. BDP-BLG17 and CalGreen Sec. 4.106.4.2.2, one in every 25 electric vehicle charging stations (EVCS), but no less than one, shall be provided with aisle access and on accessible routes.

68. The Permittee shall appropriately sign and mark 190 parking spaces for two hour parking time limit during the hours of 9:00am until 9:00 pm. The parking time limit shall be enforced by the property management company. The property management company shall further monitor the parking and adjust as needed for employee parking during the hours of 9:00am until 9:00pm.

69. The shared parking spaces shall be located within 300' of the restaurant and retail space. Provide clear, safe pedestrian connections from the shared spaces to the restaurant and retail space.

70. At the time of building permit submittal for the restaurant tenant spaces, the Permittee shall submit a shared parking plan to the Planning Division with the following information:
    a. Site plan and required parking calculations of parking spaces intended for shared parking and their proximity to land uses that they will serve.
    b. A signage plan that directs drivers to the most convenient parking area for each commercial use.
    c. A pedestrian circulation plan that shows connections and walkways between parking area and land uses. These paths should be as direct and short as possible.
    d. The total square footage of all restaurant uses shall not exceed 9,500 square feet.
    e. Per MMC XI-10-53.13(A)(1)(b)(v), the on-street parking spaces on Centre Pointe Drive shall be subject to a two-hour parking limit.

71. Permittee shall include at least one *jacaranda mimosifolia* in the Landscaping Plan for the Project.

72. Permittee shall not fill any swimming pool at the Project until such time as authorized by the City of Milpitas.

73. CEQA Review (2008 TASP FEIR) The project shall be subject to all applicable policies and/or mitigation measures required in the TASP EIR. At the time of building permit submittal, the Permittee shall submit a written report demonstrating how the project complies with the TASP policies and/or mitigation measures to the satisfaction of the Planning Director.

74. Pursuant to the legal requirement to provide a public benefit for the City's granting of deviations to the Transit Area Specific Plan development standards, Permittee hereby obligates itself, regardless of legal nexus requirements and obligations, to pay $100,000 to the City prior to the certificate of occupancy being issued for the public benefit as the City sees fit.

Key:

(P) = Planning
(B) = Building
(E) = Engineering
(F) = Fire Prevention
(CA) = City Attorney

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

Pursuant to Condition No. 23 contained herein, prior to any building permit issuance, Permittee shall pay the applicable Transit Area Specific Plan Development Impact Fee of $23,582,214 comprised of $22,750,014 for 694 residential units ($32,781 per unit) and $832,200 for 365,500 square feet of retail ($22.80 per square foot of retail). This Fee shall be subject to annual adjustments as provided for in Section 9 of City Council Resolution No. 8344.

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

_____
Printed Name of Permittee

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Re-open the Public Hearing continued from September 3, 2019 and Consider the Approval of the Draft FY 2018-2019 Community Development Block Grant (CDBG)'s Consolidated Annual Performance Evaluation Report (CAPER) (Staff Contact: Sharon Goei, 408-586-3260)**
Category:	Public Hearings-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendations:	1. Re-open the public hearing continued from September 3, 2019, hear testimony, then move to close the public hearing. 2. Approve the draft FY 2018-2019 Community Development Block Grant (CDBG)'s Consolidated Annual Performance Evaluation Report (CAPER). 3. Authorize the City Manager, or designee, to make any necessary changes and to submit the approved draft FY 2018-2019 CAPER to the Department of Housing and Urban Development (HUD) to comply with CDBG requirements.

Background:

At the end of the CDBG program year, the Consolidated Annual Performance Evaluation Report (CAPER) is required to be submitted to the federal Department of Housing and Urban Development (HUD). The CAPER summarizes the accomplishments of the past funding cycle and the progress towards the priority needs and goals identified in the Consolidated Plan.

The 2018-2019 CAPER describes the City's activities for FY 2018-2019 and the accomplishments toward meeting the priority needs and goals from the 2017-2022 Consolidated Plan. The CAPER further describes actual expenditures and outcomes relative to the targets in the FY 2018-2019 Annual Action Plan. This CAPER is the second progress report for the 2017-2022 Consolidated Plan that was approved by the City Council in 2017.

The City Council discussed this item on September 3, 2019. This item has been brought back to allow the two Councilmembers who were absent during the September 3, 2019 meeting the opportunity to provide comments.

Analysis:

The CAPER identifies some of the major accomplishments in 2018-2019 with expenditures totaling $673,711.27:

- Catholic Charities provided long term ombudsman care visits to 89 Milpitas residents.
- Child Advocates provided 4 children in the court-appointed, foster care system with long-term, steady, supportive volunteers throughout until adulthood. A total of 18 new volunteers were recruited by Child Advocates. These volunteers went on to provide additional support to existing long-term volunteers.
- The Health Trust provided 2,001 hot meals to low and moderate income seniors through their Meals on Wheels program. Additionally, they provided 1,348 wellness checks for residents of Milpitas and 48 additional resources, such as pet food and healthy lifestyle education, for all of the residents serv Milpitas.

- India Community Center assisted 156 low and moderate income seniors in obtaining access to yoga, meditation, and strength training classes.
- The Milpitas Food Pantry was able to assist 1,526 residents obtain emergency food assistance and basic household necessities.
- Next Door Solutions to Domestic Violence provided crisis counseling, risk assessment, safety planning and supportive services to 49 Milpitas residents. Additionally, they provided 129 Milpitas residents with live voice response crisis counseling. One resident received shelter service support.
- Senior Adults Legal Assistance provided legal services to 45 Milpitas clients age 62 or older. They also conducted one outreach event in Milpitas.
- Silicon Valley Independent Living Center conducted workshops, counseling, advocacy, assessments and provided referrals to a total of 41 Milpitas residents.
- YWCA Silicon Valley provided supportive services and emergency shelter to victims of domestic violence. They responded to 11 crisis calls, sheltered 18, and served 40 individuals with crisis counseling.
- Project Sentinel handled 26 fair housing and tenant-landlord cases on behalf of the City of Milpitas. Additionally, Project Sentinel conducted 9 outreach events to increase awareness throughout the year.
- LifeMoves made critical repairs and substantial capital improvements to the Montgomery Street Inn which allowed for 52 additional Milpitas clients to be served.
- Rebuilding Together Silicon Valley assisted 29 low and moderate income homeowners with critical repairs to their homes. A total of 48 residents benefited by accessing the housing repair program.
- Terrace Gardens, an extremely low and low-income senior housing community, replaced 10 refrigerators, the onsite bollards, and the main boiler for the complex.
- The City provided a CDBG loan to Resources for Community Development to aid in the acquisition of 355 Sango Court, a 100% affordable housing project.

The CAPER reports that two goals did not achieve a 100% completion rating in FY 2018-19. One goal pertains to Community Funding/Public Services (Homeless Shelter). LifeMoves (recipient) was able to complete the repairs to the Montgomery Street Inn and met the criteria for receiving its CDBG funds for this capital project. The funding for this project was not tied to assistance of individuals. While the number of Milpitas residents served did not achieve the objective, the project was completed in FY 2018-19.

The second goal pertains to New Affordable Housing. Resources for Community Development successfully closed on the purchase of 355 Sango Court with the allocated CDBG funds. The funds were used for land acquisition and the project will not be completed for several years. Under HUD guidelines, the City cannot count those units in the CAPER until they are completed.

The CAPER acknowledges that the City adopted an Affordable Housing Ordinance in 2018 that will assist in providing new housing units for lower income households in future years. This ordinance will contribute to the Consolidated Plan goal of producing new affordable housing, and the City expects to report tangible results in a future CAPER.

With Council direction, staff has added an attachment to the agenda report. The attachment lists eight Consolidated Plan goals that a subgrantee's mission contributed to, how much funding was allocated to each of those goals, and how many persons or household units were assisted during FY 2018-2019. The attachment is designed to help explain how each subgrantee contributed to the success of a particular goal.

Fiscal Impact:
There is no fiscal impact to the City budget other than staff time related to this action.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:

1. Re-open the public hearing continued from September 3, 2019, hear testimony, then move to close the public hearing.
2. Approve the draft FY 2018-2019 Community Development Block Grant (CDBG)'s Consolidated Annual Performance Evaluation Report (CAPER).
3. Authorize the City Manager, or designee, to make any necessary changes and to submit the approved draft FY 2018-2019 CAPER to the Department of Housing and Urban Development (HUD) to comply with CDBG requirements.

Attachments:

Draft FY 2018-2019 CAPER
Subgrantee Contribution to Consolidated Plan Goals

CITY OF MILPITAS

DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

2018-2019

DRAFT

City of Milpitas
Consolidated Annual Performance Evaluation Report (CAPER) FY 2018-2019
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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Milpitas receives CDBG funds to carry out its activities and programs as described in the Consolidated Plan (2017-2022). The following priority goals serve as the basis for the activities approved and funded in the Fiscal Year 2018-2019 Annual Action Plan:

1) Affordable Housing
2) Community Funding/Public Services
3) Fair Housing
4) Affordable Housing Rental Rehabilitation
5) Public Services for Seniors
6) Public services for Children and Youth

Below highlights the funded organizations' accomplishments:

- **Catholic Charites' Long Term Care Ombudsman Program** advocates for the rights of seniors and disabled residents in long term care facilities, made 89 unduplicated visits to Milpitas residents in long-term care.
- **Child Advocates of Silicon Valley** is the only agency in the County that provides court-appointed volunteers (CASA) to each foster child. Child Advocates provided 4 children in the court-appointed, foster care system with long-term, steady, supportive volunteers throughout until adulthood. A total of 18 new volunteers were recruited by Child Advocates. These volunteers went on to provide additional support to existing long-term volunteers.
- **The Health Trust' Meals on Wheels Program** provided 2,001 hot meals to 7 homebound, low income seniors.
- **India Community Center** provided 156 low to moderate income seniors with access to yoga, meditation, and strength training classes.
- **LifeMoves** made substantial capital improvements to the Montgomery Street Inn which allowed for 52 additional Milpitas clients to be served.
- **Milpitas Food Pantry** provided emergency food to 1,526 low income residents.
- **Next Door Solutions to Domestic Violence** provided 129 residents supportive services and emergency shelter to victims of domestic violence. Additionally, 49 residents were provided crisis counseling, risk assessment and legal assistance.
- **Project Sentinel** is contracted to handle fair housing and tenant-landlord cases. For the year, Project Sentinel handled 26 tenant-landlord cases held 9 outreach events.
- **Rebuilding Together Silicon Valley** preserves affordable housing by providing safety,

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energy efficiency, accessibility repairs and improvements to qualified low income homeowners. Rebuilding Together made repairs for 29 Milpitas residents with a total of 48 residents benefitting from their Housing Repair Program.

- **Senior Adults Legal Assistance** provided free legal services to qualified seniors and provided services to 45 Milpitas clients age 62 years or older. They also held 1 outreach event in Milpitas.
- **Silicon Valley Independent Living Center** provided housing services for persons with disabilities to 41 individuals.
- **Terrace Gardens Senior Housing** is an affordable housing rental apartment for seniors**.** Terrace Gardens met their goal of replacing 10 refrigerators, installing bollards and installing a new boiler.
- **YWCA Silicon Valley** provided supportive services and emergency shelter to victims of domestic violence by responding to 11 crisis calls via the 24-hour crisis line, sheltered 18, and served 40 persons with crisis counseling identified by the Milpitas Police Department.
- **Resources for Community Development** was authorized a CDBG loan to aid in the acquisition of 355 Sango Court, a 100% affordable housing project.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

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Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent	Expected FY18-19	Actual – FY18-19	Percent
Affordable Housing Rental Rehabilitation	Affordable Housing	CDBG: $25,284	Rental units rehabilitated	Household housing unit	296	296	100%	148	148	100%
Community Funding/Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $46,323	Public service activities other than Low/Moderate Income Housing Benefit	Persons assisted	2290	3523	154%	1677	1723	103%
Fair Housing	Affordable Housing Non-Housing Community Development	CDBG: $10,000 Housing Authority: $25,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons assisted	32	61	191%	31	35	113%
Maintain and Preserve Existing Housing	Affordable Housing Non-Homeless Special Needs	CDBG: $120,000	Rental units rehabilitated	Household housing unit	76	107	141%	26	29	112%

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Public Services for Children and Youth	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $9,629	Public service activities other than Low/Moderate Income Housing Benefit	Persons assisted	350	34	10%	25	44	176%
Public Services for Seniors	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $22,225	Public service activities other than Low/Moderate Income Housing Benefit	Persons assisted	240	266	111%	187	208	111%
Community Funding/Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $48,723	Homeless Person Overnight Shelter	Persons assisted	n/a	n/a	n/a	120	52	43%
New Affordable Housing	Affordable Housing	CDBG: $299,097	Rental units constructed	Household housing unit	200	0	0%	102	0	0%

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Public Improvements	Non-Housing Community Development Neighborhood Preservation	CDBG: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons assisted	5000	0	0%	0	0	0%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Public Service Priorities:

- Senior Services
- Youth and Teen Services
- Homeless services/shelters
- Child care
- Domestic violence prevention and supportive services/shelters
- Code enforcement

Capital Project Priorities

- Home repair/rehabilitation
- Affordable housing
- Rental apartment rehabilitation
- Historic preservation

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CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	414
Black or African American	125
Asian	744
American Indian or American Native	22
Native Hawaiian or Other Pacific Islander	35
Total	**1,340**
Hispanic	858
Not Hispanic	579

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Milpitas does not fund any organization based on race. All funding is not allocated to one demographic, the funding, however must be used for persons with low-to-moderate income. Funded organizations were asked to report to staff every quarter of the clients served based on HUD's definition of clients race and ethnicity. The table provided by the CAPER is not a comprehensive list of the data gathered. Staff has included a table that represents the reporting from the organizations and the MIlpitas residents served during the program year of 2018-2019.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,025,501.60	673,711.27
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

The attached PR26 reported $673,711.27 in CDBG funds that were expended in the reporting program year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	n/a	n/a	n/a

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Milpitas has not established specific geographic target areas. CDBG funds serve low to moderate income persons, citywide.

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City anticipates CDBG funds to remain constant at about the $500,000 per year level. In conjunction with this federal program, the City will receive additional funding in the form of program income – payments paid into revolving loan fund.

In November 2016, County voters passed Measure A, also known as the Affordable Housing Bond, which provided $950 million to provide affordable housing for vulnerable populations i.e. veterans, seniors, disabled, low and moderate income households, foster youth, victims of abuse, mental health illnesses which may include a supportive service component. The money will come from a bond that aims at either creating and/or preserving more than 5,000 affordable housing units in the County. The City authorized a loan of CDBG funds in support of a 101 unit affordable housing project located at 355 Sango Court in conjunction with the County Affordable Housing Bond to create needed affordable housing in the City.

The City has adopted an Affordable Housing Ordinance requiring new residential development of 10 or more units to include 15% percent of very low or low-income units for rental and 15% for moderate income households for ownership. In conjuction with CDBG, the City hopes these tools can help create more affordable housing options for all households.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	100	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**100**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	148	148
Number of households supported through Acquisition of Existing Units	0	50
Total	**148**	**198**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The high cost of land in the County and the City itself, has been an obstacle in developing affordable housing projects. The development of housing for homeless persons and households due to the low level of affordability, will need deeper gap funding, leverage of funding and competition of funding thereof. Funds have been to preserve affordable housing stock via rentals or low-income homeowners. Staff will continue to work with non-profit organizations and the County to get project funding sources for future affordable housing projects along with implementing essential tools such as the City's new Affordable Housing Ordinance.

Discuss how these outcomes will impact future annual action plans.

The goal of creating more affordable housing will continue to be a goal in future action plans. However, the high cost of construction coupled with high cost of land has made the creation of affordable housing very minimal and slow. Jurisdictions such as Milpitas has focused on preserving the current affordable housing stock and made preservation and rehabilitation a priority. This can be seen in the funded projects in the next action plan.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	316	0
Low-income	201	0
Moderate-income	14	0
Total	**531**	**0**

Table 7 – Number of Households Served

Narrative Information

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Rebuilding Together performed rehabilitation services for 77 extremely-low, low and moderate-income homeowners to help households age safely in place and also correct many code deficiencies. Lastly, a senior, affordable housing project, Terrace Gardens replaced many outdated items for the project that will increase the safety of seniors, such as replacing 10 refrigerators, replacing the common area bollards, and replacing the main boiler for the complex.

The City of Milpitas secured deed restrictions on 50 previously market rate units at 80% AMI. These units will become available to rent at the restricted level as attrition occurs on the units and will all be rented at the restricted level in no later than five years.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Milpitas partners with Santa Clara County Continuum of Care to conduct the bi-annual Homeless Point in Time survey. In January 2019, the Point-in-Time Count was conducted by the County of Santa Clara, the City of San Jose and Applied Survey Research for the 2019 Santa Clara County's biennial Point-in-Time count of homeless persons as required by the U.S. Department of Housing and Urban Development (HUD). The survey and count was crucial as it is used for important qualitative and quantitative data as a representative sample to understand where the homeless reside and how to best respond to any immediate needs. The homeless were surveyed about a variety of issues including shelter, services and assistance. In the City of Milpitas, the count showed an increase of homeless persons from 66 to 125. The City will continue to financially contribute and participate in future survey assessing homeless persons to learn how to assess his/her needs. In addition, the City will continue to contribute to programs providing supportive services to the homeless population.

Addressing the emergency shelter and transitional housing needs of homeless persons

On February 2, 2016, Milpitas City Council members adopted Resolution No. 8523, finding that the problem of homelessness constitutes a crisis and consider policy options for funding affordable housing to house homeless people. The City will continue to work with the County in its Point-in-Time Census to identify all unsheltered persons and organizations that provide emergency shelter and housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Milpitas is involved and participates in the Santa Clara County Continuum of Care that is dedicated at ending and preventing homelessness in the County. The Santa Clara County Continuum of Care has communitywide efforts to end homelessness through fostering relationships, program and systematic changes. The City will continue exploring ways to partner with the County to produce Permanent Supportive Housing (PSH) units with the County Measure A funding. The County has pledged to provide supportive services for every PSH unit developed.

Helping homeless persons (especially chronically homeless individuals and families, families

with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to work with Santa Clara County to use Measure A funding that will house at-risk homeless, homeless and other extremely low income and vulnerable populations. The County also works with various agencies such as YWCA through a Rapid Rehousing that include supportive housing and case management to shorten his/her stay in emergency housing and maintain successful, permanent housing.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

This is not applicable, there are no public housing developments in the City of Milpitas.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house homeless.

Affordable Housing Ordinance No. 297

The City adopted Affordable Housing Ordinance No, 297 on June 19, 2018. The Ordinance requires that all new residential development projects of 10 or more units designed and intended for permanent occupancy shall construct 15% of the total number of dwelling units within the development as affordable units.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Milpitas is working with the County and the Housing Authority of County of Santa Clara to address underserved needs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include: community outreach screen, case management and public education to inform low-tomoderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing. Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition the City publicize, and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, especially under the City's Rehabilitation Loan Program, is supported through abatement and technical assistance of how to proceed with mitigating lead based paint hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Milpitas wants to continue to reduce the number of households in poverty and prioritizes funding towards agencies that provides services for the at-risk of homeless and those

experiencing homelessness. In the 2018-2019, the City funded Next Door Solutions to Domestic Violence, YWCA Silicon Valley and Milpitas Food Pantry. Both Next Door Solutions to Domestic and YWCA Silicon Valley provides emergency shelter for victims of domestic violence and their children. Milpitas Food Pantry provides crucial week-supply of groceries and other household items. These organizations provide much needed supplementary services for the households to reduce transient stays including: case management, safety assessment, affordable housing information and other referrals to other service agencies. The City will continue exploring ways to partner with the County to produce Rapid-Rehousing (RRH) and Permanent Supportive Housing (PSH) units with the County Measure A funding to help the poverty-level families as well as producing Extremely Low Income (ELI) housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts resources and develop new revenues for community service needs and the production of affordable housing. Continued collaborative efforts include:

- Regular quarterly meetings between entitlement jurisdictions at the CDBG Coordinators meeting.
- Meet with Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City continues to provide funding for Project Sentinel, the City's expert for fair housing issues. Project Sentinel is a private non-profit agency providing fair housing, tenant-landlord counseling and dispute resolution services to the City of Milpitas. In addition to counseling and case intake, education and outreach activities will be ongoing. Outreach activity includes: the publication of Rent Watch, a rental housing advice column; distribution of brochures, radio public service announcements and public presentations and workshops. Tenant-Landlord counseling/Dispute Resolution includes all areas of concern in rental housing; however, evictions and substandard housing complaints receive priority attention. Mediations and conciliations are conducted by trained staff and volunteers. Services are delivered in a neutral, unbiased manner to all parties engaged in the rental housing relationship. Fair Housing services

of community education, and complaint investigation are provided from the corporate office and other public facilities within the City of Milpitas (library, community center). Other services include HUD-certified mortgage default counseling and First-Time Homebuyer workshops are open to Milpitas residents. These services are provided from Project Sentinel's office at the Milpitas Sobrato Center.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Milpitas' CDBG project manager ensures all funded organization are in compliance and meet financing and programmatic requirements of HUD. Each organization is required to submit quarterly reports of their projects and how close it is to meeting their goals listed in the contracts with the City.

In addition the organization must submit invoices for reimbursements that documents what services have been rendered. At the end of the program year, staff will perform on-site monitoring of all the organizations. This is the chance to discuss outstanding contract goals, daily project performances and also for a chance for the City to participate in the organization's mission and to see completed projects. In addition of monitoring of CDBG funding, HUD's CDBG 1.5 Timeliness Requirement requires that the City have no more than 1.5 times its entitlement grant allocation in its account. City staff has performed quarterly reviews of expenditures and review balance of each sub-recipient to ensure of timely expenditures. Staff worked with each recipient at the beginning of each quarter to facilitate expenditures to ensure sub-recipients are submitting invoices as soon as services have been rendered. The City of Milpitas has met its timeliness requirement.

Citizen Participation Plan 91.105(d); 91.115(d)
Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As described in the City's approved Citizen Participation Plan, the CAPER was made available in the Public Library, City's Website, City Hall and per request via email to the public for public comment for 15 days. A public notice was published in the Milpitas Post and website on August 16, 2019. The public is encouraged to comment via email, phone or written to staff.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There are no changes in objectives of the program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

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Attachment - Subgrantee Contribution to Consolidated Plan Goals

Goal	Source / Amount	Funding Source	Expected (PY)	Actual (PY)	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing Rental Rehabilitation	CDBG: $25,284	Terrace Gardens	148	148	148	148	100%
Community Funding/Public Services	CDBG: $46,323	Catholic Charities Next Door Solutions Milpitas Food Pantry SVILC YWCA	70 60 1500 34 13	89 49 1526 41 18	1677	1723	103%
Fair Housing	CDBG: $10,000 Housing Authority: $25,000	Project Sentinel	31	35	31	35	113%
Maintain and Preserve Existing Housing	CDBG: $120,000	Rebuilding Together Silicon Valley	26	29	26	29	112%
Public Services for Children and Youth	CDBG: $9,629	Child Advocates	25	44	25	44	176%
Public Services for Seniors	CDBG: $22,225	SALA Health Trust ICC	30 7 150	45 7 156	187	208	111%
Community Funding/Public Services	CDBG: $48,723	LifeMoves	120	52	120	52	43%
New Affordable Housing	CDBG: $299,097	Resources for Community Development	102	0	102	0	0%

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Conduct a Public Hearing and consider introducing Ordinance No. 302 relating to a rent review program and tenant protections, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Project Sentinel (Staff Contact: Sharon Goei, 408-586-3260)**
Category:	Public Hearings-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendations:	1. Open the public hearing; hear testimony, then move to close the public hearing. 2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections. 3. Approve a Budget Amendment to appropriate funds from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program. 4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program.

Background:

On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force. The Task Force was established in September 2018, consisting of tenant and landlord representatives, to develop recommendations that would address tenant challenges experienced in Sunnyhills and similar communities. 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 landlord and tenant groups met separately from each other in October, November, and December. Subsequent joint meetings in January and February were held to identify any commonalities the groups shared including core values. The results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019.

On May 7, 2019, the City Council met to consider Council/Mayor requests for an urgency ordinance for rent control and an urgency ordinance for just cause eviction. While Council did not approve moving forward on the urgency ordinances, it did approve the establishment of a new City Council Housing Subcommittee to continue to address the needs of the community based on the community feedback the Council received. Councilmembers Montano and Nuñez were appointed to serve on this newly formed subcommittee.

On May 21, 2019, the City Council Housing Subcommittee held its first meeting. The Subcommittee acknowledged the May 7 Council decision to not pursue rent control and just cause ordinances, and sought alternatives to provide tenant assistance by brainstorming ideas, which included the implementation of a rent review ordinance to be modeled similarly to the Rent Review Ordinance adopted by the City of Fremont. From May through September 2019, the Subcommittee held eleven Subcommittee meetings that were o

to the public to discuss and direct City staff on their vision for the Rent Review Ordinance. While no other specific Ordinances were considered as a model, the Subcommittee took into account pending state legislation, such as pending AB 1482 - a statewide rent control bill - which would be relevant to the proposed Rent Review Ordinance.

During Subcommittee meetings, the following community input was heard. Some members of the public voiced the need for rent control, while the Subcommittee acknowledged the May 7 Council decision to not pursue such. Some expressed a desire to see a threshold below 5% to trigger rent review. Concerns were raised regarding tenants' fear of landlord retaliation if a landlord is forced to go through rent review. At the recommendation of the Subcommittee, a landlord retaliation policy is included in the proposed Ordinance under Chapter 3, Tenant Protections.

On September 11, 2019, Assembly Bill 1482 overwhelming passed the Assembly and the Governor is expecting to sign the bill shortly. The bill is set to limit rent increases across the state to 5 percent plus cost of living inflation, up to 10 percent.

The staff recommendations reflect the direction provided by the City Council Housing Subcommittee. To stay up-to-date on the progress and work being accomplished by the Housing Subcommittee for the Milpitas community, visit the Housing Subcommittee website *Latest News and Updates*.

Analysis:

Fremont Rent Review Ordinance

In October 2017, City of 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 these ordinance requirements 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 a rent subsidy (e.g., Section 8 voucher).

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.

The Fremont City Council receives an annual report on the Rent Review Ordinance. The 2018 report indicates that 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 scheduled for the rent review board but was not heard because both parties reached an agreement just prior.

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 one 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, since the Housing Authority would contribute subsidy up to a certain point, tenants are still at risk of displacement if the increase surpassed what the subsidizing body can afford to pay.

In April 2019, Fremont adopted amendments to the Rent Review Ordinance, which went into effect on May 16, 2019. Among the amendments are provisions prohibiting source of income discrimination. An amendment that became effective July 1, 2019 is that rental units subsidized by a government agency are no longer exempt from the ordinance.

Proposed Milpitas Rent Review Ordinance

While the Housing Subcommittee requested that the ordinance be modeled after the Fremont Rent Review Ordinance, the proposed Milpitas Rent Review Ordinance would deviate in the following ways:

1. The Housing subcommittee has requested that the Milpitas Rent Review Ordinance rent threshold be set at 7%. This means that in order to trigger a rent review, a proposed rent increase would need to exceed 7% in any 12-month period. As noted above, the City of Fremont has set their threshold at 5%.

2. Project Sentinel would implement the Rent Review Ordinance and program for Milpitas. The City of Fremont utilized Project Sentinel to manage their program from 1997 to 2017 and hired an additional staff person in 2018 to manage the program. For the City of Milpitas, Project Sentinel proposes to manage the Rent Review program for $50,000 per year. As there is an existing $50,000 contract, the total contractual services would be $100,000 for FY 2019-20.

   The breakdown of FY 2019-20 contractual services with Project Sentinel is as follows:

   - $10,000 for serving as the City's fair housing provider that provides fair housing case work and tenant-landlord counseling and dispute resolution services, including four (4) educational outreach that are funded through the Community Development Block Grant (CDBG) fund.
   - $40,000 to provide tenants with two quarterly landlord/tenant educational workshops, monthly drop-in clinic services at the City Hall, and a pilot data collection program so the City can begin to identify areas within the City requiring more time and resources. This will be funded through the Housing Authority Fund as approved during the FY 2019-20 budget process.
   - $50,000 to manage the proposed Milpitas Rent Review Ordinance, which will be funded through the Affordable Housing Fund.

   In order to initiate program implementation, continue to collect data, prepare an annual report, and maintain continuity of services, the contractual term with Project Sentinel to manage the Rent Review Program is proposed to span approximately two years at $50,000 per year, commencing November 1, 2019 and ending December 31, 2021, for a total sum of $100,000.

3. The ordinance will include language on prohibition of 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. The proposed ordinance would prevent a landlord from denying a Housing Choice Voucher applicant solely based on the fact that they are a Housing Choice Voucher holder.

4. The ordinance will include language to prevent landlord retaliation. A landlord will be in violation of Chapter 3 of the ordinance if s/he retaliates against the tenant because the tenant requested a rent review. Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter may be liable for damages of up to three times the amount of one month that the landlord charges for the unit in question.

5. The City of Fremont assesses owners of residential rental units administration fees that reflect a full cost recovery for the administration of the rent review program. The annual per unit rent review program fee was set at $14 in May 2019. In contrast, the City of Milpitas is proposing to provide the rent review program at no cost. However, the proposed ordinance includes a clause allowing the City to consider establishing a cost recovery fee at a later date with Council's approval.

6. Landlords will be required to include informational materials about the Milpitas Rent Review process to each tenant with every new lease agreement and with every rent increase request.

Similar to the Fremont Rent Review Ordinance, the Milpitas City Council will need to establish a Milpitas Rent Review Board consisting of two (2) landlord representatives, (2) tenant representatives, (1) resident of the City who is neither a landlord or a tenant, and one (1) alternate. The Rent Review Board will hear cases that could not be resolved by tenant-landlord mediation. With the Subcommittee's direction, the ordinance will include language that expresses that the members of the rent review board must have a demonstrated interest in the issues considered by the board, and will be selected based on prior experience which would qualify them for such an appointment. The Subcommittee would provide the Mayor with recommendations for appointments to the Rent Review Board.

Policy Alternative:
Alternative: The City Council does not introduce a rent review ordinance.

Pros: The City would save $100,000, plus staff time and resources. The landlord community would not be impacted by the rules of the ordinance.
Cons: The tenant community will not have a rent review program that adds tenant protections for Milpitas residents.
Reason for Not Recommending: The Housing Subcommittee has developed the rent review ordinance with respect to both landlord and tenant concerns. The ordinance will create a more fiscally equitable solution for both landlord and tenants and provide tenants the additional protections they need.

Fiscal Impact:
The fiscal impact to the City would be $50,000 per year for Project Sentinel to manage the Rent Review program. At the proposed contractual term of approximately two years ending December 31, 2021, the total fiscal impact would be $100,000. Additionally, there could be a fiscal impact to the City should the Rent Review Board be granted a $1000 budget per year, similar to other commissions or committees in the City, which can be absorbed into the Department's FY 2019-20 operating budget. There is also a fiscal impact in the form of City staff administrative time in creating the program and working with Project Sentinel and the Rent Review Board on various items. Staff will monitor these costs and evaluate if additional budget will be needed in the current FY 2019-20 operating budget. A budget amendment to appropriate $50,000 will be needed from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program. $50,000 will also be incorporated in the FY 2020-21 Housing Operating Budget for Project Sentinel to manage the Rent Review Program for the second year.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:
1. Open the public hearing; hear testimony, then move to close the public hearing.
2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections.
3. Approve a budget amendment to appropriate $50,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program.
4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program.

Attachments:

a. Ordinance No. 302 relating to the adoption of a rent review program and tenant protections
b. Budget change form

REGULAR

NUMBER: 302

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADDING CHAPTERS 2 AND 3 TO TITLE XII OF THE MILPITAS MUNICIPAL CODE RELATING TO THE ADOPTION OF A RENT REVIEW PROGRAM AND TENANT PROTECTIONS

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, on February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force, and in September 2018, the Task Force was established, consisting of tenant and landlord representatives to develop recommendations to address challenges experienced by renters in the City of Milpitas; and

WHEREAS, the Tenant Protection Task Force met from September 2018 through February 2019, and the results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019; and

WHEREAS, following the presentation, on May 7, 2019, the City Council approved a new City Council Housing Subcommittee; and

WHEREAS, the Housing Subcommittee directed City staff to prepare a rent review ordinance, that would provide a process for non-binding mediation between landlords and tenants regarding proposed rent increases, and a process for a hearing regarding any rent increases; and

WHEREAS, the City Council finds that the high cost of rental housing in Milpitas has created economic hardship for many tenants. Protecting tenants from unreasonable rent increases can encourage community stability, avoid displacement, and protect the health, safety, and welfare of the residents of Milpitas. This ordinance is intended to permit landlords a fair and reasonable return on their property, while at the same time protecting tenants from arbitrary, capricious, or unreasonable rent increases. The City Council encourages property owners to limit rent increases to fair and reasonable amounts, provide well maintained living units, and cooperate with tenants toward resolving rent-related disputes.

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

SECTION 1. RECORD AND BASIS FOR ACTION

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

SECTION 2. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XII

Chapter 2 is hereby added to Title XII to the Milpitas Municipal Code to read as follows:

Title XII – HOUSING

Chapter 2 - RENT REVIEW ORDINANCE

Section 1 - Citation.

This Chapter shall be known as the "Rent Review Ordinance."

Section 2 - Definitions.

XII-1-2.00

As used in this Chapter, each of the following terms shall be defined as follows:

XII-2-2.01

"Base rent" means the rental amount required to be paid by the tenant to the landlord in the month immediately preceding the effective date of a rent increase.

XII-2-2.02

“Consultation” means either (1) a confidential telephone call or other informal contact by the designated service provider or Director with a landlord/responsible party and tenant for the purpose of resolving a proposed rent increase issue, or (2) mediation in which the landlord/responsible party and tenant meet with a neutral mediator for the purpose of resolving a proposed rent increase issue.

XII-2-2.03

“Designated service provider” or “service provider” means a party or organization contracted by the City to provide needed services to implement the procedures contained in this Chapter.

XII-2-2.04

“Director” means the City’s Director of Building Safety and Housing, who is the person designated by the City Manager to direct and manage the Rent Review Program. Any duty required of the Director may be delegated to a third party by the Director and any service required to be performed by the Director may be provided by a designated service provider as authorized by the Director.

XII-2-2.05

“Landlord” means any person, partnership, corporation, or other business entity offering for rent or lease any residential property in the City. “Landlord” shall include the agent or representative of the landlord.

XII-2-2.06

“Participate in good faith” means the mutual obligation of the landlord and tenant to meet on each occasion when notified in consultation, mediation or Rent Review Board proceedings, provide relevant information, exchange proposals, reasonably consider proposals by opposite parties and engage in meaningful discussion on the subject of proposed rent increases and issues related to the rent increase. Good faith participation includes the duty of the landlord to refrain from any unlawful detainer proceeding due solely to a withholding of rent while the parties are engaged in proceedings under this Chapter.

XII-2-2.07

“Party” or “parties” means a person or persons who participate in the rent review procedures of this chapter or their agent or representative.

XII-2-2.08

“Program” or “Rent Review Program” is the program and procedures for review of review of rent increases in the City of Milpitas as established by this Chapter.

XII-2-2.09

“Rent” means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of property.

XII-2-2.10

“Rent increase” means any upward adjustment of the base rent amount specified by the original contract.

XII-2-2.11

“Rent Review Board” means the board established as described in Section XII-2-5.00 of this Chapter.
XII-2-2.12

"Residential property" means any housing unit offered for rent or lease in the City consisting of one or more units whether attached or detached, single- or multiple-family, and mobile homes. Mobile homes are subject to this Chapter only to the extent of the mobile housing unit itself, not the underlying real property pad.

XII-2-2.13

"Responsible party" means the person with the final legal authority to adjust rent increases without limitations and resolve tenant issues on behalf of the residential landlord. "Responsible party" shall include the agent or representative of the responsible party.

XII-2-2.14

"Responsible party declaration" contains the signature of the legal owner of the residential property certifying that the person authorized to represent him/her during consultation, mediation or Rent Review Board proceedings has the authority to adjust rent increases and resolve tenant issues on behalf of the residential landlord.

XII-2-2.15

"Retaliatory conduct" means those acts prohibited by Cal. Civ. Code § 1942.5 and Section 3 of Chapter 3 of Title XII of the Milpitas Municipal Code.

XII-2-2.16

"Shared housing unit" means a habitable space that a homeowner rents to one or more individuals that is located in the home where the homeowner is currently residing as his or her primary residence.

XII-2-2.17

"Tenant" means any person having the legal responsibility for the payment of rent for residential property in the City. "Tenant" shall include the agent or representative of the tenant.

Section 3 – Notice of rent increase requirements.

XII-2-3.00

Every landlord of residential property shall provide a rent increase notice that follows the procedure in Cal. Civ. Code § 827(b) regardless of the length of the tenancy and any other state law requirements before demanding or accepting any increase in rent. All landlords are strongly encouraged to provide at least 90 calendar days' notice of any rent increase in order to allow for orderly operation of the rent review procedures of this Chapter. Rent increase notices seeking an increase of rent exceeding seven percent shall also include a statement setting forth the reason for the rent increase.

XII-2-3.01

All rent increase notices shall be in writing, shall show the name, address and phone number of the responsible party and shall be personally delivered to the tenant or mailed first-class to the tenant at the address of the tenant's rental unit by first-class mail, postage prepaid. Service by mail shall be presumed complete within five calendar days of mailing. This presumption may be rebutted by the tenant.

XII-2-3.02

Any rent increase notice issued in violation of this Chapter shall be void.

Section 4 - Notice of availability of rent review required.

XII-2-4.00

In addition to any rent increase notice required by state law, landlord shall also provide tenants written notice of the availability of rent review as provided in this Chapter and provide information regarding how a tenant can obtain a copy of this Chapter. This obligation shall apply at the time that landlord and tenant enter into a new lease agreement, and shall further apply at the time of any rent increase in any amount and to all affected tenants.

1. At the time of execution of a new lease agreement, this notice shall be provided to the tenant by personal delivery, first-class mail or email, and landlord shall secure written acknowledgment from the tenant that such notice was received.

2. At the time of a rent increase, this notice may be provided by personal delivery, first-class mail, text or email. No rent increase shall be valid for any purpose whatsoever without full compliance with this section.

XII-2-4.01

The notice of availability of rent review shall be provided in English and the most commonly used languages within the City as determined by the Director based upon the American Community Survey, the most recent census or other reputable source data and shall read as follows:

NOTICE:

Under California Civil Code Section 827(b), a Landlord must provide a Tenant with 30 days' notice prior to a rent increase of 10 percent (10%) or less and 60 days' notice of a rent increase greater than 10 percent (10%). In addition, Chapter 2 of Title XII of the Milpitas Municipal Code requires that a Landlord must at the same time provide and serve this written notice of the City's Rent Review Program. This program provides a procedure for Landlords and Tenants to meet to discuss issues related to rent increases. Information about this program and a copy of Chapter 2 of Title XII are available on the City's website at www.ci.milpitas.ca.gov, at City Hall located at 455 E. Calaveras Blvd. in Milpitas, California, the Milpitas Public Library located at 160 N. Main St. in Milpitas, California, and other locations designated by the City's Director of Building Safety and Housing. Copies are also available in English and the most commonly used languages within the City as determined by the Director of Building Safety and Housing.

You are encouraged to contact the owner or manager of your rental unit whose name is_____ (landlord to insert the name of the Responsible Party) at_____ (landlord to insert email address and telephone number) to discuss this rent increase for your rental unit.

In addition, if you have received notice of a rent increase of more than seven percent (7%) in the last 12 months, you are also entitled to review by the City's Rent Review Board. To initiate the rent review process, you must request rent review by contacting the Department of Building Safety and Housing (landlords will be advised of the name and contact information for the service provider designated by the Director that is to be inserted in this notice) within 15 days of the date of the notice of rent increase. Your Landlord will be notified of your request and you will be contacted by a housing professional to discuss the rent increase. Please note that petitioning for rent review does not guarantee a reduction in the rent increase.

At the hearing, the Rent Review Board will make a decision concerning the rent increase. You and your Landlord may agree to accept the Committee's decision. The Rent Review Board's decision as to the rent increase is non-binding on you and your Landlord.

Under California Civil Code Section 1942.5 and Chapter 2 of Title XII of the City's Municipal Code, it is illegal for a Landlord to retaliate against a Tenant for lawfully exercising his or her legal rights.

XII-2-4.02

The City shall make copies of this notice available to landlords in English and the most commonly used languages within the City as determined by the Director.

XII-2-4.03

Any rent increase in violation of this Chapter shall operate as a complete defense to an unlawful detainer action based on failure to pay any illegal rent increase. Any tenant required to pay an illegal rent increase may recover all illegal rent increase amounts, actually paid by the tenant, in a civil action.

XII-2-4.04

Rent increases shall be limited to one increase in any consecutive 12-month period. If the parties agree to more than one rent increase in a 12-month period, it must be documented in a separate written agreement (not the rental agreement) and identify the agreed upon rental increases and the effective dates for each increase.

Section 5 – Rent Review Board.

XII-2-5.00

The Rent Review Board is hereby created consisting of five regular members and one alternate. Two members shall be landlord representatives who own rental units in the City of Milpitas, two members shall be tenant representatives who are residents of the City of Milpitas, and one member and one alternate shall be a neutral third party who is a resident of the City of Milpitas and is neither a landlord nor a tenant. The alternate will only serve in the absence of the regular neutral member. The Rent Review Board members shall have a demonstrated interest in the issues considered by the Rent Review Board and will be selected based on their relevant experience.

XII-2-5.01

The Rent Review Board will evaluate the reasonableness of proposed rent increases at the request of either a landlord or tenant pursuant to the Rent Review Program set forth in Section 6 of this Chapter.

XII-2-5.02

For the first members appointed to the Rent Review Board following the adoption of this Chapter into the Municipal Code, the terms of one tenant representative and one landlord representative shall be two years so that the appointment of members can be staggered. The member serving a two-year term will be eligible to be re-appointed to serve two full terms. The selection of the representatives who will be limited to two-year terms will be determined by lot. The terms of all other members shall be four years. There is no term limit for the alternate member.

XII-2-5.03

No meeting of the board shall occur unless there are three members present with one person from each of the required representation categories in attendance.

Section 6 – Rent Review Program.

XII-2-6.00

The provisions of this Chapter shall apply to all residential rental units in the City. This Chapter shall not apply to hotels, motels, boarding houses, housing accommodations rented or leased for 30 days or less, dormitories, or mobile home space renters.

XII-2-6.01

The rent review hearing board process may be initiated by either an affected landlord or an affected tenant requesting assistance with a rent increase exceeding seven percent in any 12-month period by contacting the designated service provider within 15 calendar days of the date of the notice of rent increase and providing a copy of the notice of rent increase to the designated service provider.

XII-2-6.02

The rent review procedures shall consist of consultation with the designated service provider which could result in an informal mediation with a third party followed by non-binding review by the Rent Review Board of rent increases that exceed seven percent in any 12-month period.

XII-2-6.03

The designated service provider shall process requests for assistance as follows:

1. General Information Requests. When a party requests general information about the Rent Review Program, the designated service provider shall provide the rent review information brochure to all parties in person or by mail or email, as may be appropriate, within one business day.

2. Tenant Initiation of Rent Review. A party requesting initiation of the rent review process shall be encouraged by the designated service provider to contact the opposite party to attempt resolution of the rent increase dispute. When such a request is made, the requester and all other parties shall be provided the rent review information brochure in person or by mail or email, as may be appropriate, and the designated service provider shall notify the opposite party by phone or email, as may be appropriate, within three business days that a request for assistance has been made.

3. Designated Service Provider Initiation of Rent Review. When a requesting party does not wish to contact the opposite party, the designated service provider shall record the request for assistance, initiate the consultation process, and give written notice to the affected parties within three business days.

XII-2-6.04

The Director is authorized, to the extent consistent with all the time limits and procedures in this Chapter, to consolidate separate requests for consultation and rent review involving the same rent dispute issue. Consolidation shall not affect an individual's desire to be separately represented or to bring a separate legal action.

XII-2-6.05

In the event the parties do not reach written agreement resolving a rent increase issue, the Director is authorized and shall have the duty to determine when proceedings under this Chapter have been completed and to notify the parties of the termination of proceedings under this Chapter.

Section 7 - Consultation/mediation procedures.

XII-2-7.00

The affected landlord/responsible party or tenant shall respond either orally or in writing to the designated service provider within two business days following phone contact. If the landlord designates a responsible party, the landlord shall also provide a responsible party declaration to the designated service provider within the same timeframe or within a time established by the designated service provider. Failure of either the landlord or the responsible party to respond to the designated service provider within two business days, or additional time if provided by the designated service provider, shall void the rent increase notice for all purposes.

XII-2-7.01

The designated service provider shall attempt informal consultation in an attempt to reach an amicable resolution of the rent increase dispute for a period not exceeding 10 business days. Alternatively, the matter may be submitted to a neutral mediator at the discretion of the designated service provider. Any agreement reached during mediation shall have the same force and effect as a consultation agreement as set forth in subsection XII-2-6.03 below.

XII-2-7.02

The responsible party and the tenant shall have the mutual obligation to participate in the consultation or mediation process in good faith.

XII-2-7.03

Any agreement reached by the parties in consultation or mediation shall:

1. Be made in writing and signed by the parties to the agreement;

2. State the specific terms of the agreement including the duration and conditions of the agreement;

3. Be binding on the parties identified in the agreement;

4. Provide that the parties agree to binding arbitration by a City-appointed arbitrator to resolve any future dispute as to the interpretation or application of the agreement; and

5. Provide that any agent or representative signing a consultation or mediation agreement on behalf of other persons shall be responsible for promptly providing a copy of the agreement to the parties he or she represents.

XII-2-7.04

A party to a consultation or mediation agreement may not initiate a rent review procedure concerning any rent increase covering the same time period included in the consultation or mediation agreement.

XII-2-7.05

One or more tenants affected by a common rent increase may simultaneously participate in the same consultation or mediation proceeding with consent of the landlord. No tenant shall be bound by any consultation or mediation agreement they or their agent and/or representative did not agree to.

XII-2-7.06

Failure of a responsible party to appear and participate in good faith in the consultation or mediation process shall void the notice of rent increase for all purposes. Failure of any affected tenant to appear and participate in good faith shall terminate all services under this Chapter for the affected tenant for the duration of the subject rent increase and shall make the rent increase effective the date stated in the notice of rent increase.

Section 8 - Rent Review Board procedures.

XII-2-8.00

Following completion of the consultation or mediation procedures, either party may submit a written request for review by the Rent Review Board within five business days of completion of consultation or mediation if the rent increase notice seeks an increase of rent of more than seven percent in the last 12-month period.

XII-2-8.01

One or more tenants affected by a common rent increase may simultaneously participate in the same rent review proceeding with the consent of the landlord.

XII-2-8.02

A hearing before the Rent Review Board shall be held no more than 45 calendar days from the date of receipt of the request for hearing. The Director shall provide notice to the parties when a hearing is scheduled. Participants in the hearing shall be the parties to the consultation or mediation and other persons deemed necessary by the Director or Rent Review Board.

XII-2-8.03

The purpose of the hearing shall be to allow the Rent Review Board to examine witnesses, review the documents in the record and make formal findings of fact and a decision regarding the rent increase. In the discretion of the Rent Review Board, any hearing that is convened may be continued for the convenience of a party. The Rent Review Board may proceed with a hearing in the absence of the landlord/responsible party.

XII-2-8.04

The landlord/responsible party shall present evidence to explain the rationale or reason for a rent increase in excess of seven percent of the base rent.

XII-2-8.05

The Rent Review Board shall evaluate the reasonableness of the rent increase, taking into consideration the factors listed below. These factors are illustrative and not exclusive. The Rent Review Board is free to consider any factors relevant to the issue of the reasonableness of the rent increase as between the parties.

1. Past history of rent increases for the same rental unit, including timing and amount;

2. Impact of the rent increase on the affected household;

3. Past history of landlord costs for capital improvements, maintenance and operation, debt service, rehabilitation and provision of housing services;

4. Existing market value of rents within the same rental complex or for similarly situated units;

5. Return on investment to the landlord;

6. The San Francisco-Oakland-San Jose All Urban Consumer Price Index; and

7. Service reductions for the rental unit or rental complex during the tenant's occupancy of the unit.

XII-2-8.06

The Rent Review Board shall direct the board secretary to consult with the board chairperson to issue a written decision and shall mail the findings and recommendation to the parties within five business days following completion. If the parties mutually agree to a resolution at any time prior to the conclusion of the hearing, their agreement may be memorialized in a binding written agreement at the hearing.

XII-2-8.07

Failure of a responsible party to appear and participate in good faith in the rent review process shall void the notice of rent increase for all purposes and the landlord shall be prohibited from serving a new notice of rent increase for a period of 90 calendar days. Failure of any tenant to appear and participate in good faith in the rent review process shall terminate all services under this Chapter for the affected tenant for the duration of the subject rent increase and shall make the rent increase effective on the date stated in the notice of rent increase.

Section 9 – Review of the Rent Review Board decision.

XII-2-9.00

If the parties agree with the Rent Review Board's decision, the landlord and all tenants who have financial responsibility for the rent shall formalize and sign an agreement, in a form to be provided by the City, to that effect. Neither the City, the designated service provider nor the Rent Review Board shall be a signatory to such an agreement and nei

City, the designated service provider nor the Rent Review Board shall assume any obligation or responsibility to enforce the terms of the agreement, except as provided in this Chapter.

XII-2-9.01

The Rent Review Board's decision is non-binding on the parties and the rent increase shall be effective as provided in the note of rent increase but subject to subsection XII-2-6.06 (a landlord's failure to appear renders the increase void), unless the parties enter into an agreement pursuant to subsection XII-2-9.00 of this Chapter.

Section 10 – Rent increase deposit obligation.

XII-2-10.00

Every tenant shall pay the existing base rent as it becomes due.

XII-2-10.01

In the event the rent review process exceeds the rent increase notice period, each affected tenant shall deposit with the landlord 50 percent of the rent increase amount, as it becomes due, in the customary form practiced by the landlord and tenant or in any agreed form. The landlord shall retain this deposit in the landlord's operating account. "Fifty percent of the rent increase amount" shall mean 50 percent of the amount which exceeds the existing base rent. The landlord shall provide the tenant with a receipt acknowledging the delivery of the deposit and agreeing to relinquish the deposit if required by this Chapter.

XII-2-10.02

In the event the parties reach an agreement pursuant to this Chapter reducing the amount of the proposed rent increase:

1. The landlord shall immediately credit to the tenant the difference between the agreed rent increase and the deposit if the deposit exceeds the amount of the agreed rent increase.

2. The tenant shall immediately pay to the landlord the balance of the rent increase amount if the agreed rent increase exceeds the deposit amount.

3. All payments shall be in the customary form practiced by the landlord and tenant or in any agreed form.

XII-2-10.03

If the parties fail to reach any agreement, the landlord shall retain the full amount of the deposit and the tenant shall pay the full balance of the rent increase amount immediately following notice by the Director.

XII-2-10.04

If the Director finds that a landlord did not participate in the rent review process in good faith, the full amount of the rent increase deposit shall be released to the tenant within 30 days following the final good faith determination.

XII-2-10.05

If the Director finds that a tenant did not participate in the rent review process in good faith, the full amount of the rent increase deposit shall be retained by the landlord and the remaining balance of the rent increase amount shall be paid by the tenant to the landlord within 30 days following the final good faith determination and notification by the Director. In addition, any pending proceedings before the Rent Review Board shall be dismissed and the tenant will be barred from subsequently challenging that rent increase before the Rent Review Board.

XII-2-10.06

A tenant failing to make a rent increase amount deposit when due shall be deemed in breach of the obligation of good faith participation and the rent increase will be considered valid.

XII-2-10.07

In the event the landlord fails to retain any deposit in the operating account, the rent increase shall be void for all purposes and the landlord shall be liable to the tenant in a civil action for the amount of the deposit.

Section 11 - Good faith participation review.

XII-2-11.00

Any party to a rent review proceeding under this Chapter may request the Director to investigate a claim of failure to participate in good faith by another party to the proceeding. The Director shall be responsible for investigation of allegations of a lack of good faith participation by any party. The Director may not delegate this duty to a person other than a City employee.

XII-2-11.01

Any determination that a party has failed to participate in good faith in a proceeding under this Chapter shall only be made after a five-business-day notice of hearing to all affected parties, a fair hearing by a hearing officer appointed by the City Manager and the rendition of factual findings supported by the record. Following the fair hearing, the Director shall give prompt notice of the good faith determination by first-class mail, postage prepaid, to the affected parties.

Section 12 - Annual review.

XII-2-12.00

The Director shall annually prepare a report to the City Council assessing the effectiveness of the Rent Review Program established in this Chapter and recommending changes to the program as may be appropriate.

Section 13 – Enforcement.

XII-2-13.00

Civil enforcement action: A civil action to enforce the provisions of this Chapter may be filed by any aggrieved person, by the City Attorney or by any person or entity that will fairly and adequately represent the interests of that person or a protected class.

XII-2-13.01

Civil injunctive relief: Any person who commits, or proposes to commit, an act in violation of this Chapter may be enjoined therefrom by any court of competent jurisdiction.

XII-2-13.02

Civil liability: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter may be liable for damages of up to 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 $200.00 and not more than $400.00 per violation, as well as attorneys' fees and costs. In any action brought by the City Attorney, all attorneys' fees and costs, shall be awarded to the City to reimburse its legal expenses and deposited in the City Treasury.

XII-2-13.03

Separate civil liability for each violation: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter shall be liable for a separate civil violation for each provision of this Chapter that he or she violates, and for each instance in which he or she violates a provision of this Chapter.

XII-2-13.04

Criminal enforcement and liability: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter 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.

XII-2-13.05

Administrative citation: In addition to any other remedy available at law, the City may enforce any violation of this Chapter by administrative citation pursuant to Title I, Chapter 21 of the Milpitas Municipal Code.

XII-2-13.06

Statute of limitations; remedies cumulative: Any actions filed pursuant to this Chapter must be filed within two years of the alleged violation.
The remedies and penalties provided for by this Chapter shall be cumulative and not exclusive and shall be in addition to such other remedies or penalties as are provided by law.

Section 14 – Administration fee.

XII-2-14.00

The City Council may by resolution adopt an administration fee to recover the costs incurred in the administration of the provisions of this Chapter, which fee shall be paid by residential rental unit owners to the City. The fee shall be determined by the City from all the costs incurred in the administration of this Chapter, in the prior calendar or fiscal year, based on (1) the general costs of administration, including the costs of defending this Chapter and (2) the direct costs incurred in the rent review process, including the costs of hearing. The general costs shall be apportioned equally to all residential rental units in the City as allowed pursuant to state law.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE XII

Chapter 3 is hereby added to Title XII to the Milpitas Municipal Code to read as follows:

Title XII – HOUSING

Chapter 3 – TENANT PROTECTIONS

Section 1 – Purpose and intent.

In enacting this Chapter, the City Council intends to help alleviate the housing crisis in Milpitas and throughout Santa Clara County by ensuring 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 of any kind, and by ensuring that tenants in Milpitas are not subject to retaliation from landlords as a result of asserting their rights under the Milpitas Municipal Code or federal and state law.

Section 2 - Income discrimination prohibited.

XII-3-2.00

For purposes of this section, “source of income” means all lawful sources of income, including but not limited to any rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy

program, including, but not limited to, Housing Choice Voucher Program (Section 8) assistance. “Source of income” includes any requirement of any such program or source of income or rental assistance.

XII-3-2.01

It is unlawful for any person to do any of the following as wholly or partially based on source of income:

1. 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;

2. To include in the terms or conditions of a transaction in real property any clause, condition or restriction;

3. To refuse or restrict facilities, services, repairs or improvements for any current or prospective tenant or lessee;

4. 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, which unlawfully indicates preference, limitation or discrimination based on source of income. For purposes of this subsection, “source of income” means all lawful sources of income or rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program. “Source of income” includes any requirement of any such program or source of income or rental assistance. "Person" means any individual, firm, corporation, or other organization or group of persons however organized.

XII-3-2.02

It is unlawful for any person to use a financial or income standard for the rental of housing that does either of the following:

1. Fails to account for any rental payments or portions of rental payments that will be made by other individuals or organizations on the same basis as rental payments to be made directly by the tenant or prospective tenant;

2. Fails to account for the aggregate income of persons residing together or proposing to reside together or an aggregate income of tenants or prospective tenants and their cosigners or proposed cosigners or proposed cosigners on the same basis as the aggregate income of married persons residing together or proposing to reside together.

Section 3 - Landlord retaliation prohibited.

XII-3-3.00

No landlord may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises (constructive eviction) or discriminating against any tenant or household members of a tenant because of the tenant’s use of any remedy provided by federal, state or local law, including but not limited to Chapter 2 of Title XII of the Milpitas Municipal Code.

XII-3-3.01

Adverse retaliatory actions suffered by a tenant within 180 days of the tenant’s exercise of any right or process under Chapter 2 of Title XII of the Milpitas Municipal Code shall be presumed to be retaliatory conduct under this Chapter. This presumption may be rebutted by the landlord, in which case the landlord shall carry the burden of persuasion to prove the adverse action was not in retaliation for the exercise of any right or process under Chapter 2.

XII-3-3.02

Any rent increase in violation of this section shall be void and shall be rolled back to the prior rental amount. The landlord shall not be allowed to notice a new rent increase for a period of six months following the retaliatory conduct.

XII-3-3.03

Retaliatory conduct by a landlord in violation of this section shall be a defense to an unlawful detainer or eviction action.

Section 4 – Enforcement.

XII-3-4.00

Civil enforcement action: A civil action to enforce the provisions of this Chapter may be filed by any aggrieved person, by the City Attorney or by any person or entity that will fairly and adequately represent the interests of that person or a protected class.

XII-3-4.01

Civil injunctive relief: Any person who commits, or proposes to commit, an act in violation of this Chapter may be enjoined therefrom by any court of competent jurisdiction.

XII-3-4.02

Civil liability: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter may be liable for damages of up to 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 $200.00 and not more than $400.00 per violation, as well as attorneys' fees and costs. In any action brought by the City Attorney, all attorneys' fees and costs, shall be awarded to the City to reimburse its legal expenses and deposited in the City Treasury.

XII-3-4.03

Separate civil liability for each violation: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter shall be liable for a separate civil violation for each provision of this Chapter that he or she violates, and for each instance in which he or she violates a provision of this Chapter.

XII-3-4.04

Criminal enforcement and liability: Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter 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.

XII-3-4.05

Administrative citation: In addition to any other remedy available at law, the City may enforce any violation of this Chapter by administrative citation pursuant to Title I, Chapter 21 of the Milpitas Municipal Code.

XII-3-4.06

Statute of limitations; remedies cumulative: Any actions filed pursuant to this Chapter must be filed within two years of the alleged violation. The remedies and penalties provided for by this Chapter shall be cumulative and not exclusive and shall be in addition to such other remedies or penalties as are provided by law.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE AND POSTING

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

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	216-2909	$50,000	216-5364237	$50,000
☒ Budget Appropriation				
☐ Budget Transfer				

Conduct a Public Hearing and consider introducing Ordinance No. 302 relating to a rent review program and tenant protections, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Project Sentinel.

Background:
On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force. The Task Force was established in September 2018, consisting of tenant and landlord representatives, to develop recommendations that would address tenant challenges experienced in Sunnyhills and similar communities. 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 landlord and tenant groups met separately from each other in October, November, and December. Subsequent joint meetings in January and February were held to identify any commonalities the groups shared including core values. The results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019.

On May 7, 2019, the City Council met to consider Council/Mayor requests for an urgency ordinance for rent control and an urgency ordinance for just cause eviction. While Council did not approve moving forward on the urgency ordinances, it did approve the establishment of a new City Council Housing Subcommittee to continue to address the needs of the community based on the community feedback the Council received. Councilmembers Montano and Nuñez were appointed to serve on this newly formed subcommittee.

On May 21, 2019, the City Council Housing Subcommittee held its first meeting. The Subcommittee acknowledged the May 7 Council decision to not pursue rent control and just cause ordinances, and sought alternatives to provide tenant assistance by brainstorming ideas, which included the implementation of a rent review ordinance to be modeled similarly to the Rent Review Ordinance adopted by the City of Fremont. From May through September 2019, the Subcommittee held eleven Subcommittee meetings that were open to the public to discuss and direct City staff on their vision for the Rent Review Ordinance. While no other specific Ordinances were considered as a model, the Subcommittee took into account pending state legislation, such as the progress of AB 1482 - a statewide rent control bill - which would be relevant in constructing a rent review Ordinance.

During Subcommittee meetings, the following community input was heard. Some members of the public voiced the need for rent control, while the Subcommittee recognized the May 7 Council decision to not pursue such. Some expressed a desire to see a threshold below 5% to trigger rent review. Concerns were raised regarding tenants' fear of landlord retaliation if a landlord is forced to go through rent review. At the recommendation of the Subcommittee, a landlord retaliation policy is included in the proposed Ordinance under Chapter 3, Tenant Protections.

The staff recommendations reflect the direction provided by the City Council Housing Subcommittee. To stay up-to-date on the progress and work being accomplished by the Housing Subcommittee for the Milpitas community, visit the Housing Subcommittee website *Latest News and Updates*.

Analysis:

Proposed Milpitas Rent Review Ordinance - See Agenda Report for Rent Review Ordinance.

Similar to the Fremont Rent Review Ordinance, the Milpitas City Council will need to establish a Milpitas Rent Review Board consisting of two (2) landlord representatives, (2) tenant representatives, (1) resident of the City who is neither a landlord or a tenant, and one (1) alternate. The Rent Review Board will hear cases that could not be resolved by tenant-landlord mediation. With the Subcommittee's direction, the ordinance will include language that expresses that the members of the rent review board must have a demonstrated interest in the issues considered by the board, and will be selected based on prior experience which would qualify them for such an appointment. The Subcommittee would provide the Mayor with recommendations for appointments to the Rent Review Board.

Fiscal Impact:

The fiscal impact to the City would be $50,000 per year for Project Sentinel to manage the Rent Review program. At the proposed contractual term of approximately two years ending December 31, 2021, the total fiscal impact would be $100,000. Additionally, there could be a fiscal impact to the City should the Rent Review Board be granted a $1000 budget per year, similar to other commissions or committees in the City, which can be absorbed into the Department's FY 2019-20 operating budget. There is also a fiscal impact in the form of City staff administrative time in creating the program and working with Project Sentinel and the Rent Review Board on various items. Staff will monitor these costs and evaluate if additional budget will be needed in the current FY 2019-20 operating budget. A budget amendment to appropriate $50,000 will be needed from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program. $50,000 will also be incorporated in the FY 2020-21 Housing Operating Budget for Project Sentinel to manage the Rent Review Program for the second year.

Recommendation:

1. Open the public hearing; hear testimony, then move to close the public hearing.
2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections
3. Approve a budget amendment to appropriate $50,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program.
4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program

Attachment(s):

a. Ordinance No. 302 relating to the adoption of a rent review program and tenant protections
b. Budget change form
c.

☒ **Check if City Council Approval required.** **Meeting Date**: September 17, 2019

Requested by:	**Department Head:** Sharon Goei	**Date:** September 17, 2019
Reviewed by:	**Finance Director:** Walter C. Rossmann	**Date:** September 17, 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:	Conduct a Public Hearing and consider introducing Ordinance No. 302 relating to a rent review program and tenant protections, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Project Sentinel
Category:	Public Hearings-Community Development
Meeting Date:	9/17/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendation:	1. Open the public hearing; hear testimony, then move to close the public hearing. 2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections 3. Approve a Budget Amendment to appropriate funds from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program 4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program

Background:

On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force. The Task Force was established in September 2018, consisting of tenant and landlord representatives, to develop recommendations that would address tenant challenges experienced in Sunnyhills and similar communities. 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 landlord and tenant groups met separately from each other in October, November, and December. Subsequent joint meetings in January and February were held to identify any commonalities the groups shared including core values. The results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019.

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On May 21, 2019, the City Council Housing Subcommittee held its first meeting. The Subcommittee acknowledged the May 7 Council decision to not pursue rent control and just cause ordinances, and sought alternatives to provide tenant assistance by brainstorming ideas, which included the implementation of a rent review ordinance to be modeled similarly to the Rent Review Ordinance adopted by the City of Fremont.

From May through September 2019, the Subcommittee held eleven Subcommittee meetings that were open to the public to discuss and direct City staff on their vision for the Rent Review Ordinance. While no other specific Ordinances were considered as a model, the Subcommittee took into account pending state legislation, such as the progress of AB 1482 - a statewide rent control bill - which would be relevant in constructing a rent review Ordinance.

During Subcommittee meetings, the following community input was heard. Some members of the public voiced the need for rent control, while the Subcommittee recognized the May 7 Council decision to not pursue such. Some expressed a desire to see a threshold below 5% to trigger rent review. Concerns were raised regarding tenants' fear of landlord retaliation if a landlord is forced to go through rent review. At the recommendation of the Subcommittee, a landlord retaliation policy is included in the proposed Ordinance under Chapter 3, Tenant Protections.

The staff recommendations reflect the direction provided by the City Council Housing Subcommittee. To stay up-to-date on the progress and work being accomplished by the Housing Subcommittee for the Milpitas community, visit the Housing Subcommittee website *Latest News and Updates*.

Analysis:

Fremont Rent Review Ordinance

In October 2017, 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 these ordinance requirements 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 a rent subsidy (e.g., Section 8 voucher).

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.

The Fremont City Council receives an annual report on the Rent Review Ordinance. The 2018 report indicates that 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 scheduled for the rent review board but was not heard because both parties reached an agreement just prior.

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 ca cited earlier that did not apply to the ordinance, the average rent increase was 19.6%. If one were to isol

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, since the Housing Authority would contribute subsidy up to a certain point, tenants are still at risk of displacement if the increase surpassed what the subsidizing body can afford to pay.

In April 2019, Fremont adopted amendments to the Rent Review Ordinance, which went into effect on May 16, 2019. Among the amendments are provisions prohibiting source of income discrimination. An amendment that became effective July 1, 2019 is that rental units subsidized by a government agency are no longer exempt from the ordinance.

Proposed Milpitas Rent Review Ordinance

While the Housing Subcommittee requested that the ordinance be modeled after the Fremont Rent Review Ordinance, the proposed Milpitas Rent Review Ordinance would deviate in the following ways:

1. The Housing subcommittee has requested that the Milpitas Rent Review Ordinance rent threshold be set at 7%. This means that in order to trigger a rent review, a proposed rent increase would need to exceed 7% in any 12-month period. As noted above, the City of Fremont has set their threshold at 5%.

2. Project Sentinel would implement the Rent Review Ordinance and program for Milpitas. The City of Fremont utilized Project Sentinel to manage their program from 1997 to 2017 and hired an additional staff person in 2018 to manage the program. For the City of Milpitas, Project Sentinel proposes to manage the Rent Review program for $50,000 per year. As there is an existing $50,000 contract, the total contractual services would be $100,000 for FY 2019-20.

   The breakdown of FY 2019-20 contractual services with Project Sentinel is as follows:

   - $10,000 for serving as the City's fair housing provider that provides fair housing case work and tenant-landlord counseling and dispute resolution services, including four (4) educational outreach that are funded through the Community Development Block Grant (CDBG) fund.
   - $40,000 to provide tenants with two quarterly landlord/tenant educational workshops, monthly drop-in clinic services at the City Hall, and a pilot data collection program so the City can begin to identify areas within the City requiring more time and resources. This will be funded through the Housing Authority Fund as approved during the FY 2019-20 budget process.
   - $50,000 to manage the proposed Milpitas Rent Review Ordinance, which will be funded through the Affordable Housing Fund.

   In order to initiate program implementation, continue to collect data, prepare an annual report, and maintain continuity of services, the contractual term with Project Sentinel to manage the Rent Review Program is proposed to span approximately two years at $50,000 per year, commencing November 1, 2019 and ending December 31, 2021, for a total sum of $100,000.

3. The ordinance will include language on prohibition of 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. The proposed ordinance would prevent a landlord from denying a Housing Choice Voucher applicant solely based on the fact that they are a Housing Choice Voucher holder.

4. The ordinance will include language to prevent landlord retaliation. A landlord will be in violation of Chapter 3 of the ordinance if s/he retaliates against the tenant because the tenant requested a rent review. Any person who violates any provision of this Chapter or who aids in the violation of any provision of this Chapter may be liable for damages of up to three times the amount of one month's rent that the landlord charges for the unit in question.

5. The City of Fremont assesses owners of residential rental units administration fees that reflect a cost recovery for the administration of the rent review program. The annual per unit rent review

program fee was set at $14 in May 2019. In contrast, the City of Milpitas is proposing to provide the rent review program at no cost. However, the proposed ordinance includes a clause allowing the City to consider establishing a cost recovery fee at a later date with Council's approval.

6. Landlords will be required to include informational materials about the Milpitas Rent Review process to each tenant with every new lease agreement and with every rent increase request.

Similar to the Fremont Rent Review Ordinance, the Milpitas City Council will need to establish a Milpitas Rent Review Board consisting of two (2) landlord representatives, (2) tenant representatives, (1) resident of the City who is neither a landlord or a tenant, and one (1) alternate. The Rent Review Board will hear cases that could not be resolved by tenant-landlord mediation. With the Subcommittee's direction, the ordinance will include language that expresses that the members of the rent review board must have a demonstrated interest in the issues considered by the board, and will be selected based on prior experience which would qualify them for such an appointment. The Subcommittee would provide the Mayor with recommendations for appointments to the Rent Review Board.

Policy Alternatives:

Alternative 1: The City does not introduce a rent review ordinance.

Pros: The City would save $100,000, plus staff time and resources. The landlord community would not be impacted by the rules of the ordinance.
Cons: The tenant community will not have a rent review program that adds tenant protections for Milpitas residents.
Reason for Not Recommending: The Housing Subcommittee has developed the rent review ordinance with respect to both landlord and tenant concerns. The ordinance will create a more fiscally equitable solution for both landlord and tenants and provide tenants the additional protections they need.

Fiscal Impact:
The fiscal impact to the City would be $50,000 per year for Project Sentinel to manage the Rent Review program. At the proposed contractual term of approximately two years ending December 31, 2021, the total fiscal impact would be $100,000. Additionally, there could be a fiscal impact to the City should the Rent Review Board be granted a $1000 budget per year, similar to other commissions or committees in the City, which can be absorbed into the Department's FY 2019-20 operating budget. There is also a fiscal impact in the form of City staff administrative time in creating the program and working with Project Sentinel and the Rent Review Board on various items. Staff will monitor these costs and evaluate if additional budget will be needed in the current FY 2019-20 operating budget. A budget amendment to appropriate $50,000 will be needed from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program. $50,000 will also be incorporated in the FY 2020-21 Housing Operating Budget for Project Sentinel to manage the Rent Review Program for the second year.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:
1. Open the public hearing; hear testimony, then move to close the public hearing.
2. Following the City Attorney's reading of the title, move to waive the first reading beyond the title and introduce Ordinance No. 302 to add Chapters 2 and 3 to Title XII of the Milpitas Municipal Code relating to the adoption of a rent review program and tenant protections
3. Approve a budget amendment to appropriate $50,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Project Sentinel to manage the Rent Review program.
4. Authorize the City Manager to prepare and execute a Professional Services Agreement with Project Sentinel ending December 31, 2021 to manage the Milpitas Rent Review Program

Attachment(s):

a. Ordinance No. 302 relating to the adoption of a rent review program and tenant protections
b. Budget change form

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Silicon Valley Independent Living Center (Staff Contact: Sharon Goei, 408-586-3260)**
Category:	Community Development
Meeting Date:	9/17/2019
Staff Contact:	Sharon Goei, 408-586-3260; Robert Musallam, 408-586-3275
Recommendations:	1. Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program. 2. Approve a Budget Amendment to appropriate $100,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Silicon Valley Independent Living Center (SVILC) to implement the Pilot Rent Relief Program. 3. Authorize the City Manager to prepare and execute a one-year Professional Services Agreement with Silicon Valley Independent Living Center to manage the Milpitas Pilot Rent Relief Program.

Background:

On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force. The Task Force was established in September 2018, consisting of tenant and landlord representatives, to develop recommendations that would address tenant challenges experienced in Sunnyhills and similar communities. 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 landlord and tenant groups met separately from each other in October, November, and December. Subsequent joint meetings in January and February were held to identify any commonalities the groups shared including core values. The results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019.

On May 7, 2019, the City Council met to consider Council/Mayor requests for an urgency ordinance for rent control and an urgency ordinance for just cause eviction. While Council did not approve moving forward on the urgency ordinances, it did approve the establishment of a new City Council Housing Subcommittee to continue to address the needs of the community based on the community feedback the Council received. Councilmembers Montano and Nuñez were appointed to serve on this newly formed subcommittee.

On May 21, 2019, the City Council Housing Subcommittee held its first meeting. The Subcommittee acknowledged the May 7 Council decision to not pursue rent control and just cause ordinances, and sought alternatives to provide tenant assistance by brainstorming ideas, which included the implementation of a rent relief program. From May through September 2019, the Subcommittee held eleven Subcommittee meetings that were open to the public to discuss and direct City staff on their vision for the rent relief program.

On June 4, 2019, the City Council met to consider recommendations for Community Development Block Grant (CDBG) funds. The Council established an Ad Hoc CDBG Funding Subcommittee consisting of Vi Mayor Dominguez and Councilmember Nuñez. Through the work of the Ad Hoc CDBG Subcommittee, s

was able to establish partnership opportunities with the Silicon Valley Independent Living Center (SVILC) for the Pilot Rent Relief Program that the Housing Subcommittee is proposing.

On August 6, 2019, the Housing Subcommittee recommended budgeting $100,000 for the one-year Pilot Rent Relief Program.

On September 11, 2019, Assembly Bill 1482 overwhelming passed the Assembly and the Governor is expecting to sign the bill shortly. The bill is set to limit rent increases across the state to 5 percent plus cost of living inflation, up to 10 percent.

The staff recommendations reflect the direction provided by the City Council Housing Subcommittee. To stay up-to-date on the progress and work being accomplished by the Housing Subcommittee for the Milpitas community, visit the Housing Subcommittee website *Latest News and Updates*.

Analysis:

City staff met with the Silicon Valley Independent Living Center (SVILC), the McKinney Vento/Homelessness Liaison for Milpitas Unified School District, SV@Home, and Catholic Charities to identify the different populations that could benefit from a potential rent relief program.

Eligible Recipients

The proposed City of Milpitas' Pilot Rent Relief Program would provide various forms of financial assistance to Milpitas residents and families that have emergency housing needs.

Eligible recipients would include the following:

- Low-to-moderate income individuals and families with dependent children under age 18;
- Seniors who are age 55 and older;
- Disabled individuals;
- Victims of domestic violence;
- Emancipated foster youth;
- Section 8, Below Market Rate Rentals and other housing opportunities providing a subsidy; and
- Other residents experiencing a high cost of living not captured under eligible recipients (potential eligibility through referral from a resource partner listed on the City of Milpitas' website).

The eligible recipient must be able to demonstrate that they are a resident of Milpitas. For the purpose of this program, a resident of Milpitas is defined as an individual or family that has resided in Milpitas for at least six months. However, depending on the assistance provided, and at staff's discretion, an eligible recipient may be able to receive assistance with a residency requirement as early as three months. Exceptions may also be considered for emergency situations.

Types of Available Assistance

The Pilot Rent Relief Program provides eligible recipients relief funding for the following:

- **Rent/Deposit Relief:** Eligible recipients applying for housing may request first month's rent and deposit assistance to help secure housing.
- **Emergency Hardship Relief:** Eligible recipients may apply for a one time, emergency relief after an unforeseen hardship.
- **Eviction Prevention:** Eligible recipients may apply for eviction prevention relief if they have received a three-day notice to pay or quit or are substantially behind on rent.
- **Domestic Violence Relocation:** Victims of domestic violence may apply for emergency relocation relief. Eligible recipients would apply via referral from a known domestic violence referral partner.
- **Child & Family Homelessness Relief:** Foster children or homeless families with school age children experiencing temporary homelessness may apply for emergency housing relief to obtain tempora

secure housing (motel, hotel, etc.). Families may then use rent/deposit relief to move into more permanent housing. Eligible recipients would apply via referral from a known referral partner.

- **Section 8 Good Faith Deposits:** Eligible recipients experiencing processing delays with the Santa Clara County Housing Authority may apply for a one time, good faith deposit to bridge the financial gap between securing a place to live and when the Housing Authority's rent payment begins.

The maximum amount of relief would be $5,000, annually per household. However, foster children, homeless families with school age children, and victims of domestic violence are not subject to this maximum amount. The amount of relief approved would be determined on a case-by-case basis. Relief would be provided in the form of grants paid directly to the landlord.

Because the Housing Subcommittee would like to offer rent relief to eligible Milpitas residents as quickly as possible, staff recommends contracting with Silicon Valley Independent Living Center (SVILC) to administer the program during the one-year pilot period. SVILC is an experienced service provider and currently manages direct rental assistance programs for Season of Sharing and the City of Gilroy. Additionally, they currently assist their clients with other rental assistance programs such as: 1) the Housing Trust Fund; 2) Emergency Food and Shelter Program (FEMA); 3) Money Follows People/Medi-Cal and Department of Rehabilitation Transition Fund for nursing facility residents; 4) Mercury-News Holiday Wish Book for home modifications not funded elsewhere; and 5) County Office of Supportive Housing funding for those referred through the Homeless Management Information System screening. Based on their experience, SVILC estimates their service cost would be approximately $1,290 per referral.

If the Pilot Rent Relief Program is extended, the Housing Subcommittee recommends conducting a request for proposal (RFP) process so other non-profits could apply for administration of the Rent Relief Program. The one-year pilot period would allow staff to gather data, evaluate the results, and refine the program for preparing the RFP. The City's objective is to issue an RFP at the six-month point of the one-year pilot period.

Staff will be working closely with SVILC to collect the data we believe is necessary to evaluate the program. While staff is still detailing the final metrics they intend to collect, at minimum, the City will receive a monthly report outlining the following information:

- Standard demographics of each person that contacts SVILC for assistance
- The type of assistance they are requesting
- How much they are requesting
- Why that assistance is needed? In other words, did they receive a rent increase, eviction notice, etc…?
- Actions taken by SVILC. Was the applicant qualified/disqualified? Why/why not?
- What was the outcome?

This data will help staff make regular updates to the Housing Subcommittee and to give the Subcommittee the data they need to make future decisions to benefit the renters in our community and to consider continuation of the program beyond the pilot period.

Policy Alternative:

Alternative: The City does not create a pilot rent relief program.

Pros: The City would save $100,000, plus staff time and resources.
Cons: The tenant community will not have direct access to a relief program designed specifically for Milpitas residents.
Reason for Not Recommending: The Housing Subcommittee has developed the pilot rent relief program to provide the most vulnerable Milpitas residents the short term assistance they need to stay in their homes and to avoid displacement.

Fiscal Impact:
To fund this Pilot Rent Relief Program, staff recommends that Council approve a budget amendment in the amount of $100,000 from the Affordable Housing Fund. Staff will monitor the initial allocation and evaluat

additional funds will be needed in the current FY 2019-20 operating budget. In addition to funding the pilot program, existing staff time will be allocated to establish the pilot program.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:
1. Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program
2. Approve a budget amendment to appropriate $100,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Silicon Valley Independent Living Center (SVILC) to implement the Pilot Rent Relief Program.
3. Authorize the City Manager to prepare and execute a one-year Professional Services Agreement with Silicon Valley Independent Living Center to manage the Milpitas Pilot Rent Relief Program.

Attachments:
a. Resolution and Exhibit
b. Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS TO AUTHORIZE THE CREATION OF A PILOT RENT RELIEF PROGRAM

WHEREAS, on February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force, and in September 2018, the Task Force was established, consisting of tenant and landlord representatives to develop recommendations to address challenges experienced by renters in the City of Milpitas; and

WHEREAS, the Tenant Protection Task Force met from September 2018 through February 2019, and the results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019; and

WHEREAS, following the presentation, on May 7, 2019, the City Council approved a new City Council Housing Subcommittee; and

WHEREAS, the Housing Subcommittee directed City staff to prepare a pilot rent relief program, that would provide short term relief for residents experiencing the hardships of high-cost housing in Milpitas; and

WHEREAS, the City Council finds that the high cost of rental housing in Milpitas has created economic hardship for many tenants. Providing rental relief to tenants can encourage community stability, avoid displacement, and protect the health, safety, and welfare of the residents of Milpitas. This pilot program is intended to provide short-term rental assistance to Milpitas' most vulnerable residents.

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

1. The City Council has considered the full record before it, which includes, but is not limited to, the supporting documentation, 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 does hereby approve the establishment of the Milpitas Pilot Rent Relief Program, as set forth in **Exhibit A**, attached hereto and incorporated herein.

3. The Milpitas Pilot Rent Relief Program shall expire one year from the adoption of this Resolution, unless extended by further action of the City Council. Not less than 90 days prior to such expiration, City staff shall provide a report to the City Council on the progress and effectiveness of the Program to date.

4. The City Council hereby approves the appropriation of funds from the Affordable Housing Fund for the Pilot Rent Relief Program

5. The City Council hereby authorizes the City Manager to execute a one-year professional services agreement with the Silicon Valley Independent Living Center to manage the Pilot Rent Relief Program.

6. The City Council hereby designates the City Clerk as the custodian of the documents and other materials which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the City Clerk's Office at 455 East Calaveras Boulevard, Milpitas, California 95035.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

EXHIBIT A

City of Milpitas – Pilot Rent Relief Program

Program Criteria, Guidelines and Procedures

ELIGIBLE RECIPIENTS

The City of Milpitas' Pilot Rent Relief Program provides various forms of financial relief to Milpitas residents and families who have emergency housing needs.

Eligible recipients include the following:

- Low-to-moderate income individuals and families with dependent children under age 18;
- Seniors who are age 55 and older;
- Disabled individuals;
- Victims of domestic violence;
- Emancipated foster youth;
- Section 8, Below Market Rate Rentals and other housing opportunities providing a subsidy;
- Other residents experiencing a high cost of living not captured under eligible recipients (potential eligibility through referral from a resource partner listed on the City of Milpitas' website).

The eligible recipient must be able to demonstrate that they are a resident of Milpitas. For the purpose of this program, a resident of Milpitas is defined as an individual or family that has resided in Milpitas for at least six months. However, depending on the assistance provided, and at staff's discretion, an eligible recipient may be able to receive assistance with a residency requirement as early as three months. Exceptions may also be considered for emergency situations.

TYPES OF AVAILABLE ASSISTANCE

The Pilot Rent Relief Program provides eligible recipients relief funding for the following:

- **Rent/Deposit Relief:** Eligible recipients applying for housing may request first month's rent and deposit assistance to help secure housing.
- **Emergency Hardship Relief:** Eligible recipients may apply for a one time, emergency relief after an unforeseen hardship.
- **Eviction Prevention:** Eligible recipients may apply for eviction prevention relief if they have received a three-day notice to pay or quit or are substantially behind on rent.
- **Domestic Violence Relocation:** Victims of domestic violence may apply for emergency relocation relief. Eligible recipients would apply via referral from a known domestic violence referral partner.
- **Child & Family Homelessness Relief:** Foster children or homeless families with school age children experiencing temporary homelessness may apply for emergency housing relief to obtain temporary, secure housing (motel, hotel, etc.). Families may then use rent/deposit relief to move into more permanent housing. Eligible recipients would apply via referral from a known referral partner.
- **Section 8 Good Faith Deposits:** Eligible recipients experiencing processing delays with the Santa Clara County Housing Authority may apply for a one time, good faith deposit to bridge the financial gap between securing a place to live and when the Housing Authority's rent payment begins.

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The maximum amount of relief would be $5,000, annually per household. However, foster children, homeless families with school age children, and victims of domestic violence are not subject to this maximum amount. The amount of relief approved would be determined on a case-by-case basis. Relief would be provided in the form of grants paid directly to the landlord.

APPLICATION INSTRUCTIONS AND PROCEDURES

Eligibility Screening

Before filling out an application, a determination of the applicant's eligibility and residency must be made to ensure that the applicant can receive relief funds from the Pilot Rent Relief Program.

Completing the Application

All Pilot Rent Relief Program applications must be completed by the applicant and submitted to Silicon Valley Independent Living Center. Applicant should not fill out the Intake and Budget Forms on their own. This should be done by Silicon Valley Independent Living Center, who serves as the primary contact for the applicant.

Silicon Valley Independent Living Center is responsible for:

- Collecting information and documentation to support the application
- Ensuring the application, including intake form and budget form are filled out and answered in full
- Ensuring the application packet is complete
- Responding to questions or concerns relating to each request. If Silicon Valley Independent Living Center is uncertain about an applicant's qualifications, he/she should contact the Silicon Valley Independent Living Center for guidance.

Submitting the Application

Potential applicants may submit completed applications:

- By email to _____
- Or in person at _____

Application Review and Determination

Silicon Valley Independent Living Center will review each application within one week of receipt. Once the Silicon Valley Independent Living Center receives determination on an application, the applicant will be notified of the results (including any approved award amount) via email.

Payment

Silicon Valley Independent Living Center will arrange payment to the landlord. A check will be issued to the payee (not the applicant) after the application has been approved. Payment is sent directly to the landlord unless other arrangements are made.

REQUIREMENTS FOR A COMPLETE APPLICATION

1. Completed Pilot Rent Relief Program intake form
   • Picture ID
   • Include an explanation of why assistance is requested and what has been done to address the situation

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- Include the payee or landlord information (including tax ID number).
- Ensure that the applicant signs the form.

2. Identification of Household Members
   - Adults: Name, date of birth, and picture ID
   - Children (under age 18): Referral from Milpitas Unified School District

3. Proof of Income Verification of all current income sources: i.e., copies of paystubs, SSI, Disability, unemployment, child support, CalWORKs, CalFresh and/or other income used to pay rent and household expenses. To demonstrate sustainability, provide at least one month's worth of income verification or employment confirmation letter from future employer.

4. Household Budget Worksheet
   - Complete budget worksheet
   - The budget should demonstrate how the financial hardship resulted in inability to pay housing expenses or provide for the critical family need
   - The budget should demonstrate that the household can meet regular expenses in future months

5. Documentation of Need - Applications for Housing Assistance require the following:
   - For Rent Relief:
     - Documentation of rent or other housing-related expenses owed (i.e., notice of delinquent rent, 3-day notice, rent increase letter)
     - Rental agreement
     - Documentation of any special payment arrangements
     - Verification of tenancy, including landlord's tax ID # (for rent) – W-9 for any private landlord

   - For First Month Rent/Security Deposit:
     - Documentation of reason for emergency or unplanned move (i.e., homeless, relocation, family reunification, displacement)
     - Documented amount for security deposit
     - Documented amount of security deposit to be refunded from current residence
     - New rental contract or letter of intent from new residence
     - Documentation of any special payment arrangements
     - Verification of tenancy

   - For Section 8 Subsidized Housing:
     - Rental Agreement
     - Documentation of the amount applicant is obligated to pay
     - Verification of tenancy, including landlord's tax ID # (for rent) – W-9 for any private landlord

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City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	216-2909	$100,000	216-5364237	$100,000
☒ Budget Appropriation				
☐ Budget Transfer				

Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program, Approve Related Budget Amendment, and prepare and execute a Professional Services Agreement with Silicon Valley Independent Living Center (Staff Contact: Sharon Goei, 408-586-3260)

Background:

On February 20, 2018, the City Council approved the formation of the Tenant Protection Task Force. The Task Force was established in September 2018, consisting of tenant and landlord representatives, to develop recommendations that would address tenant challenges experienced in Sunnyhills and similar communities. 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 landlord and tenant groups met separately from each other in October, November, and December. Subsequent joint meetings in January and February were held to identify any commonalities the groups shared including core values. The results of the Tenant Protection Task Force were presented to the City Council on April 2, 2019.

On May 7, 2019, the City Council met to consider Council/Mayor requests for an urgency ordinance for rent control and an urgency ordinance for just cause eviction. While Council did not approve moving forward on the urgency ordinances, it did approve the establishment of a new City Council Housing Subcommittee to continue to address the needs of the community based on the community feedback the Council received. Councilmembers Montano and Nuñez were appointed to serve on this newly formed subcommittee.

On May 21, 2019, the City Council Housing Subcommittee held its first meeting. The Subcommittee acknowledged the May 7 Council decision to not pursue rent control and just cause ordinances, and sought alternatives to provide tenant assistance by brainstorming ideas, which included the implementation of a rent relief program. From May through September 2019, the Subcommittee held eleven Subcommittee meetings that were open to the public to discuss and direct City staff on their vision for the rent relief program.

On June 4, 2019, the City Council met to consider recommendations for Community Development Block Grant (CDBG) funds. The Council established an Ad Hoc CDBG Funding Subcommittee consisting of Vice Mayor Dominguez and Councilmember Nuñez. Through the work of the Ad Hoc CDBG Subcommittee, staff was able to establish partnership opportunities with the Silicon Valley Independent Living Center (SVILC) for the Pilot Rent Relief Program that the Housing Subcommittee is proposing.

On August 6, 2019, the Housing Subcommittee recommended budgeting $100,000 for the one-year Pilot Rent Relief Program.

The staff recommendations reflect the direction provided by the City Council Housing Subcommittee. To stay up-to-date on the progress and work being accomplished by the Housing Subcommittee for the Milpitas community, visit the Housing Subcommittee website *Latest News and Updates*.

Analysis:
City staff met with the Silicon Valley Independent Living Center (SVILC), the McKinney Vento/Homelessness Liaison for Milpitas Unified School District, SV@Home, and Catholic Charities to identify the different populations that could benefit from a potential rent relief program.

Eligible Recipients
The proposed City of Milpitas' Pilot Rent Relief Program would provide various forms of financial assistance to Milpitas residents and families that have emergency housing needs.
Eligible recipients would include the following:

- Low-to-moderate income individuals and families with dependent children under age 18;
- Seniors who are age 55 and older;
- Disabled individuals;
- Victims of domestic violence;
- Emancipated foster youth;
- Section 8, Below Market Rate Rentals and other housing opportunities providing a subsidy;
- Other residents experiencing a high cost of living not captured under eligible recipients (potential eligibility through referral from a resource partner listed on the City of Milpitas' website).

The eligible recipient must be able to demonstrate that they are a resident of Milpitas. For the purpose of this program, a resident of Milpitas is defined as an individual or family that has resided in Milpitas for at least six months. However, depending on the assistance provided, and at staff's discretion, an eligible recipient may be able to receive assistance with a residency requirement as early as three months.

Fiscal Impact:
To fund this Pilot Rent Relief Program, staff recommends that Council approve a budget amendment in the amount of $100,000 from the Affordable Housing Fund. Staff will monitor the initial allocation and evaluate if additional funds will be needed in the current FY 2019-20 operating budget. In addition to funding the pilot program, existing staff time will be allocated to establish the pilot program.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendation:
1. Adopt a Resolution authorizing the creation of a Pilot Rent Relief Program
2. Approve a budget amendment to appropriate $100,000 from the Affordable Housing Fund to the FY 2019-20 Housing Operating Budget for Silicon Valley Independent Living Center (SVILV) to implement the Pilot Rent Relief Program.
3. Authorize the City Manager to prepare and execute a one-year Professional Services Agreement with Silicon Valley Independent Living Center to manage the Milpitas Pilot Rent Relief Program.

Attachments:
a. Resolution and Exhibit
b. Budget Change Form

☒ **Check if City Council Approval required.** **Meeting Date**: September 17, 2019

Requested by:	**Department Head:** Sharon Goei	**Date:** September 17, 2019
Reviewed by:	**Finance Director:** Walter C. Rossmann	**Date:** September 17, 2019
Date approved by City Council, if required:		**Confirmed by:**

CITY OF MILPITAS
HOUSING AUTHORITY
AGENDA REPORT
(AR)

Item Title:	**Consider Adoption of a Housing Authority Resolution Approving and Adopting Bylaws of the City of Milpitas Housing Authority, and Consider Election of Officers for the City of Milpitas Housing Authority (Contacts: Councilmembers Nuñez and Montano, 408-586-3000)**
Category:	Community Development
Meeting Date:	9/17/2019
Contacts:	Councilmember Carmen Montano, 408-586-3024 Councilmember Bob Nuñez, 408-586-3023 Christopher Diaz, City Attorney, 408-586-3041 Sharon Goei, Director of Building Safety and Housing, 408-586-3260
Recommendations:	1. Adopt a Housing Authority Resolution approving and adopting the Bylaws for the City of Milpitas Housing Authority. 2. Following adoption of the Bylaws, elect a Chairperson, Vice Chairperson and Secretary of the Housing Authority by a vote of the Housing Authority Board of Commissioners.

Background:

On February 15, 2011, by Resolution No. 8062, the City Council declared a need for the City of Milpitas Housing Authority and made appropriate findings under the Housing Authorities Law (Health & Saf. Code, § 34200 et seq.) in order to activate the Authority. As part of Resolution No. 8062, the City Council designated the City Council as the Housing Authority Commission, and designated the Mayor as the first Chair of the Housing Authority. Health and Safety Code section 34311 authorizes the Authority to make bylaws and regulations, if not inconsistent with the Housing Authorities Law, to carry into effect the powers and purposes of the Authority, however, to date the Housing Authority has not adopted bylaws.

As part of its review of the various housing-related issues facing the City, the City Council Housing Subcommittee has been discussing the possibility of utilizing the Housing Authority in a more prominent way to address the City's housing issues. As an initial step, the Subcommittee recommended that the Housing Authority adopt bylaws to help carry out its responsibilities. The Bylaws recommended by the Subcommittee are included in the Council agenda packet.

Analysis:

The proposed Bylaws include basic requirements regarding the officers of the Housing Authority, which will include a Chairperson, and Vice Chairperson, and a Secretary. The Bylaws also designate the City Finance Director as the Treasurer, and the City Manager as the Executive Director of the Housing Authority. The Bylaws specify in Article II, Section 9 that the City Council shall serve as the Commissioners of the Authority. This section also specifies that if the Housing Authority has tenants, the Council will need to appoint two additional tenant commissioners to serve on the Authority. Many Housing Authorities throughout the state own and operate affordable housing developments for low income households, but the City of Milpitas Housing Authority does not currently do so. The City of Milpitas Housing Authority does own two residential units and one parcel with eight commercial spaces that are currently rented to tenants, however these are properties that were transferred to the Housing Authority as former redevelopment agency properties and the Housing Authority is seeking to develop or dispose of these properties in accordance with the requirements of the

Redevelopment Dissolution Law. The Housing Authority does not plan to operate these properties as Housing Authority owned affordable housing on a permanent basis, and therefore these units do not trigger the requirement for tenant commissioners. If, in the future, the City of Milpitas Housing Authority does decide to own and operate rental affordable housing on a more permanent basis, the City Council will have to designate tenant commissioners, and the Bylaws allow for that.

The Bylaws provide rules and adopt statutory requirements regarding conflicts of interest for Authority Commissioners and staff members, and provide that Commissioners will not receive compensation, except for travel and expense reimbursement consistent with applicable City policies. The Bylaws additionally set the regular meeting dates for the Authority to run concurrently with City Council meetings, so the Authority meetings may be held as needed at the same time as City Council meetings.

At the recommendation of the Housing Subcommittee, the Bylaws further provide that the officers of the Authority (the Chairperson, Vice Chairperson, and Secretary) be elected by a vote of the Commissioners. The vote is to be held immediately following adoption of the Bylaws, and in the future would be held every two years, at the time the City's general election results are certified and the new Council is seated. If the Housing Authority adopts the Bylaws in their current form, the Commissioners should then vote to elect the Chairperson, Vice Chairperson and the Secretary.

Policy Alternative:

Alternative: The Commissioners could decline to adopt the Resolution approving and adopting the Housing Authority Bylaws, or could recommend amendments to the Bylaws.

Pros: The Commissioners may want to provide additional direction to staff to refine specific aspects of the Bylaws or add additional information.

Cons: This could delay adoption of the Bylaws and staff believes the Bylaws provide an adequate framework for the Housing Authorities operations, consistent with the recommendations of the Housing Subcommittee.

Reason for Not Recommending: The Bylaws will provide a helpful framework for the Housing Authorities operations, and staff believes that they are adequate and consistent with the recommendations of the Housing Subcommittee as drafted.

Fiscal Impact:
There is no fiscal impact from adoption of the Bylaws or election of officers to the Housing Authority.

California Environmental Quality Act:
The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:
1. Adopt Resolution approving and adopting the Bylaws for the City of Milpitas Housing Authority.
2. Following adoption of the Bylaws, elect a Chairperson, Vice Chairperson and Secretary of the Housing Authority by vote of the Housing Authority Board of Commissioners.

Attachments:
a. Resolution of the Board of Commissioners of the Housing Authority
b. Exhibit A to Resolution - Bylaws of the City of Milpitas Housing Authority

RESOLUTION NO. HA_____

A RESOLUTION OF THE CITY OF MILPITAS HOUSING AUTHORITY APPROVING AND ADOPTING BYLAWS FOR THE AUTHORITY

WHEREAS, pursuant to the Housing Authorities Law (Health & Saf. Code, § 34200 et seq.) ("HAL"), the City Council of the City of Milpitas ("City") permitted the City of Milpitas Housing Authority ("Authority") to transact business and exercise any power inferred thereon by the provisions of the HAL as provided in City Council Resolution No. 8062 dated February 15, 2011; and

WHEREAS, the Authority is responsible for addressing insanitary or unsafe dwelling accommodations for persons of low income within the City; and

WHEREAS, the HAL sets forth the general procedures for creating and operating the Authority; and

WHEREAS, specifically, Health and Safety Code section 34311 authorizes the Authority to make bylaws and regulations, if not inconsistent with the HAL, to carry into effect the powers and purposes of the Authority; and

WHEREAS, the Authority is interested in adopting bylaws, as set forth in **Exhibit A** attached hereto and incorporated herein by reference ("Bylaws") to memorialize Authority procedures and powers.

NOW, THEREFORE, the Housing Authority Board of Commissioners hereby finds, determines, declares and resolves as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

2. Adoption of Bylaws. In accordance with Health and Safety Code section 34311, and based on the Recitals set forth above, the Board hereby approves and adopts the Bylaws of the City of Milpitas Housing Authority (the "Bylaws"), attached to this Resolution as **Exhibit A**, together with non-substantive changes and amendments as may be approved by both the Executive Director and Authority Counsel.

3. Election of Officers. Following adoption of this Resolution, consistent with the Bylaws, the Board shall elect officers to the Authority by vote of the Board. The manner of electing officers set forth in the Bylaws shall supersede the provision of Council Resolution No. 8062 which provides that Mayor shall serve as the first Chair of the Housing Authority Commission.

4. Implementation. The Board of Commissioners hereby authorizes and directs the Executive Director, or his or her designee, to take any action and execute any documents necessary to carry out the purposes of this Resolution.

5. CEQA. The determination given in this Resolution does not commit the City of Milpitas Housing Authority to any action that may have a significant effect on the environment. As a result, such determination does not constitute a project subject to the requirements of the California Environmental Quality Act.

6. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the

provisions of this Resolution are severable. The Authority Board hereby declare that they would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, Housing Authority Secretary

APPROVED:

_____
Rich Tran, Chair

APPROVED AS TO FORM:

_____
Christopher J. Diaz, Housing Authority Counsel

Exhibit A

Bylaws for the City of Milpitas Housing Authority

(attached behind this cover page)

BYLAWS OF THE CITY OF MILPITAS HOUSING AUTHORITY

ARTICLE I
THE AUTHORITY; OFFICE; SEAL

Section 1. NAME OF AUTHORITY - The name of the organization shall be the City of Milpitas Housing Authority ("Authority").

Section 2. SEAL AUTHORITY - The official seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. PRINCIPAL OFFICE - The Principal Office of the Authority shall be 455 East Calaveras Blvd., Milpitas, California, or such other location in the City of Milpitas as the Authority may from time to time designate.

ARTICLE II
OFFICERS AND PERSONNEL

Section 1. OFFICERS - The officers of the Authority shall be a Chairperson, a Vice Chairperson and a Secretary.

Section 2. CHAIRPERSON - The Chairperson of the Board of Commissioners of the Authority ("Board") shall be elected by a vote of the Commissioners of the Authority. The Chairperson shall preside at all meetings of the Authority. The Chairperson shall sign all contracts, deeds and other instruments made by the Authority, in the name of the Authority, as required by the Department of Housing and Urban Development, the Housing Authorities Law as set forth in Section 34200 et seq. of the California Health and Safety Code, or other applicable federal or state laws. The Chairperson may delegate the authority to sign all contracts, deeds and other instruments, consistent with and provided for in the City's Purchasing Guidelines, to the Executive Director.

Section 3. VICE CHAIRPERSON - The Vice Chairperson of the Board shall be elected by a vote of the Commissioners of the Authority. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a successor Chairperson.

Section 4. SECRETARY - The Secretary shall be a member of the Board, and shall be elected by a vote of the Commissioners of the Authority. The Secretary shall attend all meetings of the Authority, record all votes, maintain a full and thorough record of all proceedings of the Authority, including all resolutions of the Board, in a journal of proceedings to be kept for such purposes. The Secretary shall keep all official records of the Authority, maintain custody of the seal of the Authority and shall have power to affix such seal to all contracts and instruments

authorized to be executed by the Board, and perform all other duties incident to the Office of Secretary.

Section 5. ELECTION OF OFFICERS – The officers of the Authority shall be elected by a vote of the Commissioners of the Authority immediately following adoption of these Bylaws. Thereafter, the officers of the Authority shall be elected by a vote of the Commissioners every two years, on the date that the results of each general municipal election are certified, and the new City Council is seated.

Section 6. TREASURER - The Finance Director of the City of Milpitas shall be the Treasurer. The Treasurer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Treasurer may sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by resolution of the Board, all such orders and checks shall be signed using the same process as used by the City of Milpitas and consistent with the City's adopted policies and procedures, as they may be amended from time to time. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board on a quarterly basis, or more often when requested by any member of the Board, an account of transactions and of the financial condition of the Authority. The Treasurer shall give such bond for the faithful performance of the Treasurer's duties as the Board may determine.

Section 7. EXECUTIVE DIRECTOR - The Executive Director of the Authority shall be the City Manager of the City of Milpitas and shall be responsible, subject to the policies and directions of the Board, for the general supervision over the administration of the business and affairs of the Authority and the implementation of the Authority policies. The Executive Director shall be charged with the management of the housing projects owned and or administered by the Authority. The Executive Director shall sign, on behalf of the Authority, all contracts and other documents delegated by the Board or within the Executive Director's authority as provided herein unless federal or state regulations require otherwise; appoint, remove, discipline, and supervise the Authority's personnel; supply the Board with such information and recommendations as necessary or as may be requested by the Board; authorize and certify payrolls, requisitions, and other documents relating to the financial affairs of the Authority; and perform such other duties as may from time to time be prescribed for the Executive Director by the Board. The Executive Director may delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board.

Section 8. ADDITIONAL DUTIES - The officers and personnel of the Authority shall perform such other duties and functions as may from time to time be required by the Board or the Bylaws.

Section 9. NUMBER AND APPOINTMENT OF COMMISSIONERS - The City Council shall serve as the Commissioners of the Authority in accordance with California Health and Safety Code Section 34290. Provided that within one year of the Authority having "tenants,"

as that term is defined in Health and Safety Code Section 34213.5, the Council shall either appoint two (2) additional commissioners to serve on the Authority ("Tenant Commissioners") or create a Housing Commission as required by state law. The terms of the commissioners shall be as required by the Housing Authorities Law.

Section 10. CONFLICTS OF INTEREST; CODE OF CONDUCT - Commissioners and Authority staff are honored with the public's trust, and shall conduct all Authority business in an impartial, objective manner not tainted by financial conflicts of interest. Commissioners and Authority staff shall abide by the disclosure and disqualification requirements of the Fair Political Practices Act and implementing regulations, the provisions of California Government Code Section 1090 and all other applicable rules regarding conflicts of interest. In addition, Commissioners shall abide by all rules of conduct duly adopted by the Board. Commissioners and Authority employees shall not acquire any direct or indirect interest in a housing project or in any property included or planned to be included in any project, nor shall he or she have any direct or indirect interest in a contract or proposed contract for materials or services to be furnished or used in connection with the housing project, in accordance with California Health and Safety Code Section 34281. If a Commissioner or Authority employee owns or controls a direct or indirect interest in any such property, he or she shall immediately make a written disclosure of it to the Authority and the disclosure shall be entered into the minutes. This Section 10 shall not be construed as precluding a Tenant Commissioner from serving, provided the fact of such tenancy is disclosed to the Authority in writing and entered into the minutes immediately upon a Tenant Commissioner assuming office.

Section 11. COMPENSATION – Members of the Board of Commissioners may receive their actual and necessary expenses, including travel expenses incurred in the discharge of their duties, as provided in the adopted "Council Travel and Expenditure Reimbursement Policy" and in accordance with State law. Members of the Board of Commissioners, excluding Tenant Commissioners, may not receive additional compensation, such as a meeting stipend. Tenant Commissioners shall be compensated as provided for by City Council and in accordance with the Housing Authorities Law, as may be amended from time to time. Those non-board members who serve as staff or officials of the Authority shall only receive their compensation for the City of Milpitas position and shall not receive additional compensation for their position with the Authority. The Authority's Board of Commissioners may fix and determine the compensation of all Authority employees, counsels, consultants, and agents not otherwise serving in a City of Milpitas position.

ARTICLE III
MEETINGS

Section 1. PLACE FOR MEETINGS - Meetings of the Board shall be held at the Principal Office of the Authority, unless another place is stated in the notice of the meeting.

Section 2. REGULAR MEETINGS - Regular meetings shall be held with notice on the first and third Tuesday of each month of each year at 7:00 p.m. If a regular meeting time shall be a legal holiday, that regular meeting shall be held on the next succeeding business day.

Section 3. SPECIAL MEETINGS – A special meeting of the Board may be called by the Chairperson, Vice Chairperson when acting in the capacity of the Chairperson in accordance with these bylaws, or two Commissioners for the purpose of transacting business of the Authority. Special meetings may be called as determined to be necessary and shall be noticed as provide for in the Ralph M. Brown Act (Government Code section 54950 et seq.).

Section 4. CANCELLATION OF MEETINGS – The Executive Director or Board may cancel any meeting determined in his or her reasonable discretion to be unnecessary. Any cancellation shall be subject to and in accordance with the Ralph M. Brown Act as it may be amended from time to time.

Section 5. QUORUM - The powers of the Authority shall be vested in the Commissioners in office. A majority of the Commissioners empowered to vote shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority, and for all other purposes, but a smaller number may recess or adjourn from time to time until a quorum is obtained.

Section 6. CONDUCT OF MEETINGS - Notwithstanding any other provision in these Bylaws, all regular and special meetings of the Board shall be held in compliance with the requirements of the Housing Authorities Law, the Ralph M. Brown Act of the California Government Code, and acceptable business meeting practices. The Board shall consider all appropriate business matters to come before the Board.

Section 7. MANNER OF VOTING - The voting on all matters coming before the Board shall be by voice vote or roll call, and the ayes and nays shall be entered upon the minutes of such meeting.

Section 8. ATTENDANCE AT MEETINGS - Commissioners shall attend all regular and special meetings of the Board unless there is good cause for the Commissioner's absence. Commissioners may be removed from their position as provided for in Health and Safety Code Section 34282.

Section 9. PUBLIC MEETINGS; NOTICES - All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided in the Ralph M. Brown Act and other applicable laws. The Authority shall comply with all public noticing required by the Ralph M. Brown Act and other applicable law.

Section 10. PUBLIC COMMENT; REASONABLE LIMITATIONS - The Board encourages and welcomes public comment on all items on the Board' agenda and, during the public

comment period, on any matters not on the Board's agenda but within the subject matter jurisdiction of the Board. For reasons of efficiency, speakers will be limited to three (3) minutes each.

ARTICLE IV
AMENDMENTS

Section 1. AMENDMENTS TO BYLAWS - The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners empowered to vote at a regular or a special meeting, but no amendment shall be considered unless at least seventy two (72) hours written notice thereof has been previously given to all members of the Board.

ARTICLE V
MISCELLANEOUS

Section 1. INDEMNIFICATION - To the fullest extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a member of the Board, officer, employee or other agent of the Board, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, officer, employee or other agent of the Authority, against expenses, judgments, fines settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

BYLAWS
OF THE
CITY OF MILPITAS
HOUSING AUTHORITY

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I the duly appointed and acting Secretary of the City of Milpitas Housing Authority ("Authority"), a public body corporate and politic; and

2. That the foregoing Bylaws, consisting of five (5) pages, are the Bylaws of the Authority, as duly approved by the Board of the Authority, at a meeting duly held on _____, 2019.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this ___ day of ___ 2019.

_____
Secretary

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Receive Presentation of Unmanned Aircraft System (UAS) Technology and Provide the Milpitas Police Department Staff with Feedback on Policy and the Program (Staff Contact: Jared Hernandez, 408-586-2406)**
Category:	Public Safety
Meeting Date:	9/17/2019
Staff Contact:	Captain Jared Hernandez, 408-586-2406
Recommendation:	Receive the presentation of Unmanned Aircraft System (UAS) Technology and provide the Milpitas Police Department staff feedback on program policy and program.

Background:
Public safety agencies throughout the United States have been using UAS (Unmanned Aircraft Systems) to provide critical real-time information and situational awareness during volatile and life-threatening incidents. For example, law enforcement agencies have successfully used UAS to detect explosives, assess hazardous materials incidents, respond to major disasters, assist with hostage rescues, respond to armed and barricaded suspect calls, and find survivors during search and rescue operations.

In June of 2019, Milpitas Police Department staff began research about how the deployment of this tool might enhance our Department's ability to protect and serve the public. Staff determined the benefits of this tool are consistent with our Department's strategic operational goals and guiding principle of reverence for human life.

Analysis:
The Federal Aviation Administration (FAA) maintains authority over the use of UAS by government agencies and private citizens. Certification from the FAA is required in order for government agencies to operate a UAS program. There are regulations governing the use of UAS. The FAA grants various waivers and authorizations to accommodate governmental use of a UAS. The primary type of waiver relevant to law enforcement is the Part 107 and the primary type of authorization is a Certificate of Authorization (COA). The Part 107 waivers allow for the operation of a UAS in various circumstances where flight would otherwise be restricted. A COA is similar to a waiver but authorized flight in various circumstances and airspace.

Integrating UAS technology into the Department's resources will have an immediate positive impact on the safety of our officers and the safety of our community members. UAS can be utilized to perform several mission specific tasks such as search and rescue (e.g., missing person), critical incidents (e.g., barricaded, hostage, and active shooter), bomb investigations, traffic accident reconstruction, crime scene reconstruction, and "hot pursuits" of suspects.

UAS technology would also be useful to other City departments, such as the Milpitas Fire Department and Public Works Department. The Milpitas Fire Department would benefit from such a tool during fires, search and rescue missions and natural disasters. Public Works would benefit from the use of UAS when monitoring flood prone areas during heavy rains, inspections of pipes, roadways and structures.

UAS technology provides a cost effective alternative to traditional aircraft. In addition, this tool can be deployed more rapidly thus improving response time and increasing public safety. Currently, the Milpitas Police Department relies on other agencies for air support. The response times can be lengthy and aircraft or helicopters are often unavailable.

To ensure the privacy of citizens is maintained and respected, policies and procedures, in accordance with the FAA regulations, laws pertaining to government searches, and best practices, will be implemented. The draft policy, which is included in the attachments, will outline approved and prohibited UAS deployment.

Police Department staff has developed a draft UAS policy and will seek feedback from the Public Safety and Emergency Preparedness Commission and other community members. Community outreach will include community meetings and a resident survey through the Nextdoor social media platform.

Upon completion of the community outreach, the Police Department's staff will finalize the policy. Staff intends to return to the City Council with the policy, by the end of the calendar year, for additional feedback.

Policy Alternative:

Alternative: Discontinue UAS policy work and do not pursue the implementation of an Unmanned Aircraft System (UAS) program.

Pros: None.

Cons: The Milpitas Police Department would continue to rely on other cities for similar resources. These resources are not readily available and response times are delayed when assets are coming from other cities. Further, UAS type capabilities would not be available to the Fire and Public Works Departments.

Reason not recommended: The UAS program has the potential to expand the City of Milpitas' services, especially in matters involving public safety and the safety of our police officers.

Fiscal Impact:
A UAS program is estimated to cost $55,000 to $65,000. This estimate includes FAA certifications, pilot training, equipment, and accessories.

Funding is currently available in the Capital Improvement Plan for Public Safety and could be allocated to a UAS program. Annual maintenance and/or repair costs are expected to be minimal and can be absorbed by the department's operating budget.

California Environmental Quality Act:
N/A

Recommendation:
Receive the presentation on Unmanned Aircraft Systems and provide the Police Department staff with feedback on the Unmanned Aircraft System policy and program.

Attachments:
a) Lieutenant Morales' memorandum on Program Review & Recommendation
b) Draft UAS Policy

MEMORANDUM

Milpitas Police Department

DATE: August 21, 2019

TO: Captain Jared Hernandez #229

FROM: Lieutenant Frank Morales #248

SUBJECT: **Unmanned Aircraft Systems (UAS)**

Background

Municipalities throughout the United States have been using UAS (Unmanned Aircraft Systems) technology to improve operational efficiency and employee safety. Law enforcement has utilized UAS to provide critical real-time information and situational awareness during volatile and life-threatening incidents. For example, law enforcement agencies have successfully used UAS to detect explosives, respond to major disasters, assist with hostage rescues, respond to armed and barricaded suspect calls, collect data for traffic collisions and find survivors during search and rescue operations. Fire departments have used UAS to help commanders quickly analyze the scene of fires or emergency events. The UAS camera and thermal imaging technology can transmit footage and crucial data straight to a command center. Public Works Departments have used drones to inspect utilities, inspect structures, and oversee road projects.

Analysis

In recent years, the use of UAS within the public safety community (law enforcement and fire departments) has exploded. A study dated in May 28, 2018 titled, “Center for the Study of the Drone” at Bard College revealed that 58 public safety agencies in California had acquired UAS. Based on current trends in the field of UAS, it is reasonable to infer that the number of public safety agencies that have implemented a UAS program has only increased since the release of the study.

UAS have impressive capabilities including the use of spotlights, loud speakers, powerful zoom cameras and thermal cameras all while being able to fly or hover for approximately 25 to 30 minutes. This tool has proven to be highly effective force multiplier for public safety agencies. The ability to survey a scene from the air allows for the effective and efficient deployment of resources thus creating a significant benefit to our community. UAS have been an invaluable tool to public safety agencies but given their wide range of capabilities, UAS can serve an important role when used by Public Works and Building Departments. A UAS would be able to deploy during emergencies such as flooding and natural disasters to assist Public Works and the Building Department.

The FAA maintains authority over the use of UAS by government agencies and private citizens. Certification from the FAA is required in order for government agencies to operate a UAS program. There are two types of certifications, Part 107 and Certificate of Waiver or Authorization (COA). The Part 107 certificate is remote pilot license that allows for the operation of a UAS under significant restrictions such as not being able to fly at night, fly over people or fly in restricted airspace without a waiver from the FAA. The FAA maintains authority over the use of UAS by government agencies and private citizens. Certification from the FAA is required in order for government agencies to operate a UAS program

There are two types of certifications, Part 107 and Certificate of Waiver or Authorization (COA). The Part 107 certificate is remote pilot license that allows for the operation of a UAS under significant restrictions such as not being able to fly at night, fly over people or fly in restricted airspace without a waiver from the FAA. A COA provides a public safety agency with the authority to operate UAS with fewer restrictions as seen with the Part 107 certificate.

Program Management

The Milpitas Police Department will implement a rigorous policy that will govern the UAS program. The policy will outline approved uses, documentation of flights, identify those who will authorize deployment, specify training requirements, and designate a lieutenant who will oversee the program to ensure that pilots adhere to all policies and procedures.

The Milpitas Police Department is fully aware of the privacy concerns some may have regarding the use of UAS within our City. Mitigating concerns is a top priority for this organization. We hope to alleviate these concerns by hosting several educational presentations for our community members. Our educational presentations will explain the program, the capabilities and limitations of the UAS, under what circumstances UAS will be deployed, data retention, and policies and procedures. Finally, a significant portion of the presentation will allow community members to ask questions, address privacy concerns and offer feedback on the suggested policy. The goal is to demonstrate our ability to be transparent with the use of this technology, maintain public trust, and ensure the manner in which the Police Department is servicing the community is aligned with community values

The Milpitas Police Department UAS policy will reflect our respect for the privacy of our community members and their 4th Amendment rights. UAS will not be flown randomly over residential neighborhoods. Live or recorded viewing of flights will be limited to staff members who have a right and need to review captured video.

Deployments

UAS technology presents different deployment opportunities for each department within our City. The Milpitas Police Department would deploy this tool during incidents involving, but not limited to, a threat to human life, the protection of property, enhancing officer safety, and the apprehension of suspects. The Milpitas Fire Department can benefit from this tool during fires, search and rescues, and natural disasters. Public Works could use this tool during floods to observe water levels at creeks and to inspect damaged roadways or pipelines. The Building Department would be able to deploy UAS to inspect buildings for potential damage or defect.

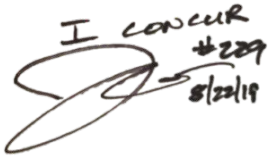
Cost Analysis

Implementing a UAS program involves the purchase of equipment, maintenance costs, training costs and the costs associated to preparation and submission of the proper FAA documentation. Startup cost to implement a UAS program can range between $45,000 to $65,000.

Recommendation

The integration of a UAS program for the Police Department would be a great technological advancement that would help improve safety to officers and citizens, support tactical actions, perform search-and-rescue missions, enhance investigation efficiency, augment personnel through smart technology, and

ultimately save taxpayers money. This would be a tool not only available to the Milpitas Police Department but to the Milpitas Fire Department, Public Works Department and the Building Department under circumstances outlined in our policy. The benefits of this tool are consistent with our Department's strategic operational goals and guiding principle of reverence for human life.



Policy
455

Milpitas Police Department
Policy Manual

Unmanned Aerial System (UAS) Operations

455.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines and protocol for the deployment and use of the Unmanned Aerial System (UAS) including the retention and/or destruction of media obtained using the UAS in accordance with applicable Federal law, State law, and City of Milpitas regulations.

455.2 DEFINITIONS

Definitions related to this policy include:

a. **Unmanned Aerial System (UAS):** Consists of the small, unmanned aircraft weighing less than 55 lbs., the command system, a secure control link and other safety and support systems for operation of the UAS

b. **Certificate of Authorization (COA):** Given by the Federal Aviation Administration (FAA) granting permission to fly the UAS within the specific boundaries and perimeters.

c. **FAA Part 107 Certification:** Remote Pilot Certification given by the FAA to operate the controls of a small UAS under Part 107.

d. **Operator:** A sworn or non-sworn member of the Milpitas Police Department or Milpitas Fire Department who is trained and authorized to control a UAS during flight.

e. **Observer:** A member of the Milpitas Police Department of Milpitas Fire Department who is trained and authorized to maintain visual observation of the UAS while in flight.

455.3 POLICY

The UAS may be utilized to enhance the department's mission of protecting lives and property. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations, and industry best practices.

Department UAV's may be flown under two FAA regulatory authorizations:

a. Per the condition of a Certificate of Authorization (COA); or

b. FAA Part 107 Remote Pilot Certification

455.4 PRIVACY

The use of the UAS may generate privacy concerns. Personnel will balance the use of the UAS with the protection of an individual's civil rights and their reasonable expectation of privacy as a key component of any decision made to deploy the UAS. Operators will take reasonable precautions to avoid inadvertently recording or transmitting images that infringe upon an individual's right to privacy.

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455.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS. A supervisor may authorize the deployment of the UAS to preserve life, maximize public safety and/or officer safety, or collect investigative data. Uses may include but are not limited to:

a. High risk events such as; barricaded suspects, hostage situations, active shooters, apprehension of potentially armed and/or dangerous fleeing suspects, and high-risk search warrants,
b. Hot pursuit;
c. Mass casualty events;
d. Pursuant to a search warrant;
e. Rescue events;
f. Disaster response and recovery;
g. Suspected explosive devices;
h. Fire suppression or investigation;
i. Hazardous material releases;
j. Post-incident crime scene and accident investigation, preservation and documentation;
k. Lost or missing persons;
l. Special Events;
m. When there is probable cause to believe that the UAS will record images of a place, thing, condition, or event, and that those images tend to show a felony has been committed, or tends to show that a particular person has committed a felony;
n. Anytime a UAS would enhance public safety, improve operational safety, incident stabilization or incident mitigation as determined by the authorizing person;
o. Anti-UAV operations when a person is operating a UAV in a manner which impedes emergency personnel who, in the course of their duties, are coping with an emergency (refer to Penal Code § 402(a) 1);
p. Training missions,
q. In support of the Milpitas Fire Department when the underlying mission meets the uses outlined in this policy;
r. Mutual Aid support when the underlying mission meets the uses outlined in this policy; and
s. In support of any City of Milpitas department when the underlying mission meets the uses outlined in this policy

455.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

a. To conduct random surveillance activities.
b. To target a person based solely on individual characteristics, such as, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.
c. Conduct any business other than official Department business.
d. Shall not be weaponized

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455.7 EVIDENCE COLLECTION AND RETENTION

To avoid missing critical evidence during UAS operations, all UAS video will be recorded during flight. The pilot will manually activate the record feature on the UAS before take-off and will stop recording after landing.

Following a UAS operation by the Milpitas Police Department or the Milpitas Fire Department, a Milpitas Police Department case agent or officer shall meet with the UAS operator to collect the UAS digital media storage device (DMSD) containing the video(s). All recorded video will be uploaded into the approved digital evidence management system (DEMS). After uploading the video(s) into the DEMS, the DMSD will be returned to service after reformatting the DMSD. If uploading video(s) with evidentiary value to the DEMS is unavailable, the DMSD will be booked into MPD property as evidence. The collection and uploading of video(s) will be documented in an police report.

All data collected by the UAS shall be retained as follows:

1) Categories and retention schedule:

    a. Non-criminal evidence - 1 year
    b. Traffic stop - 1 year
    c. Criminal - Misdemeanor - 3 years
    d. Criminal - Felony - 6 years
    e. Test/Training - 10 days

2) Unauthorized use, duplication, and/or distribution of UAS videos are prohibited. Personnel shall not make copies of any UAS videos for their personal use and are prohibited from using a recording device such as a personal camera or any secondary video capture device to capture duplicate UAS videos. All recorded media, images and audio are the property of the Milpitas Police Department and shall not be copied, released or disseminated in any form or manner outside the parameters of this policy without the expressed written consent of the Chief of Police or his / her designee.

3) Supervisors may review recorded UAS video files when there is a legitimate supervisory or business purpose. In addition, Milpitas Police personnel shall only review recorded UAS

    video files on a need/right to know basis. Authorized review may include the following circumstances:

    a. For the purpose of completing a criminal investigation and/or preparing official reports.
    b. Preparing for courtroom testimony or a courtroom presentation.
    c. Evaluation of a critical incident: with supervisor approval.

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d. For training purposes.

e. California Public Records Act requests.

4) Departmental request for a UAS video, including requests from the District Attorney's Office or City Attorney's Office, shall be forwarded as a written request to the Property and Evidence Unit. Requests should contain sufficient information to identify the specific UAS video being requested.

5) Non-Departmental requests for a UAS video shall be accepted and processed in accordance with Federal, State, and local laws, and Department policy (discovery, media inquiries, subpoenas, Public Records Act requests, etc.).

a. When practical, Department personnel will be advised prior to any release of UAS video under the California Public Records Act (CPRA).

6) Request for Deletion or Accidental Recording

a. In the event of an accidental or unintentional recording with the UAS camera system, a request that the UAS video be may be requested in writing through the chain of command to the Chief of Police. The request must include sufficient information to locate the UAS video and the reason for the request. The Chief of Police, or his / her designee, is the authority that may approve video deletion. The authorization to delete the video must be documented in an administrative memorandum and shall include sufficient information explaining the rational for the authorization.

b. Videos recorded during authorized department training may be retained for training purposes or deleted with the authorization of the Chief of Police or his/her designee. Retained files will be stored in approved training files or the digital management system.

7) Copying Procedures

a. A copy of the UAS video can be requested in accordance with the provisions of this policy.

b. Police Evidence Technicians will be responsible for duplication of video footage recorded by the UAS camera system pursuant to a discover request, CPRA request, or other authorized request approved by the Chief of Police or his/her designee.

8) UAS video may be retained and utilized for training purposes with the approval of the Field Services Division Captain.

a. An officer or supervisor recommending the use of a UAS video for training purposes shall submit the recommendation through the Chain of Command to the Field Services Division Captain.

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b. The Field Services Division Captain will notify the Police Evidence Technician of the approval to produce a training copy of the video. Any video approved to be retained for training will be stored in a UAS Training file. Videos stored in this file shall not be duplicated, downloaded, moved or copied from the file.

9) An officer or employee involved in the recorded incident may object to the use of the UAS video for training purposes. Their objection should be submitted in writing through the Chain of Command to the Field Services Division Captain to determine if the employee's objection outweighs the training value of the recording. The Field Services Division Captain may consider a series of factors such as; the identities of the person(s) involved, the sensitive nature of the incident, the benefit of using the video versus other means of training (scenario based training, training bulletins, etc.), or any potential negative impacts the video may have on involved parties or those that view it.

455.8 ROLES AND RESPONSIBILITIES

The roles and responsibilities for UAS Program members are as follows:

A. **Program Coordinator**- A Milpitas Police Lieutenant who manages the UAS Program and ensures the program operates in accordance with all Federal, State and local laws, and within department policy and guidelines. In addition, the Program Coordinator

Will ensure the UAS Unit completes the following:

1. Maintain all training flight and maintenance records for each operator and observer, as well as individual airframes.
2. Ensure operators and observers stay current with their training and certifications.
3. Maintain contact with the FAA and familiarity with the pertinent FAA regulations.
4. Evaluate airframes based on mission needs.
5. Remain up to date with current UAS case law, best practices, and industry standards.
6. Develop and maintain the UAS Operational Guidelines Manual

B. **Operator**—the operator's role is to safely operate the UAS in accordance with all applicable law and policy.

1. The operator may reject a flight based on personnel safety or violation of FAA regulations.
2. The operator shall be responsive to requests and input from the observer in order to accomplish the safe and effective deployment of the UAS.
3. Operators are responsible for mission documentation.

C. **Observer**—the Observer's role is to assist in the safe and effective operation of the UAS.

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The observer shall:

1. Assist the operator in avoiding obstacles.
2. Operate any attachments to the UAS.
3. Remain alert for safety issues surrounding the operator and observer.
4. Handle radio communications.

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Designate Councilmembers as Delegate and Alternates to 2019 League of California Cities Annual Conference (Staff Contact: Mary Lavelle, 408-586-3001)**
Category:	Leadership and Support Services
Meeting Date:	9/17/2019
Staff Contact:	**Mary Lavelle, 408-586-3001**
Recommendation:	1) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one member to serve as the voting delegate at the League of California Cities Annual Conference. 2) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one or 2 members to serve as the alternate voting delegate(s).

Background

The League of California Cities has scheduled and will host its Annual Conference and General Assembly business meeting from October 16 to 18, 2019 in Long Beach, CA. Four City Councilmembers from Milpitas have registered for the conference and will be in attendance.

Analysis

In order to represent the City of Milpitas for voting purposes at the business meeting on October 18, the City Council must vote officially to designate which specific members of the Council in attendance will be the voting delegate and possible alternates. Once selected, those names must be submitted by the City Clerk to the League no later than October 4.

It is important to note that transferring the voting card to non-designated individuals will not be allowed at the conference. Action taken by the City Council is the only method to permit voting at the conference.

Recommendations

1) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one member to serve as the voting delegate at the League of California Cities Annual Conference.
2) Among those City Councilmembers registered and planning to be in attendance in Long Beach, move to designate one or 2 members to serve as the alternate voting delegate(s).

Attachment

June 10, 2019 League memo

LEAGUE OF CALIFORNIA CITIES

City Clerk's Office
JUN 12 2019
RECEIVED

Council Action Advised by August 30, 2019

June 10, 2019

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

  Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

1400 K Street, Suite 400, Sacramento, CA 95814-3916 | www.cacities.org | (916) 658-8200

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

1400 K Street, Suite 400, Sacramento, CA 95814-3916 | www.cacities.org | (916) 658-8200

LEAGUE OF CALIFORNIA CITIES

CITY: Milpitas

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Adopt a Resolution authorizing an exception to the 180-day wait period in accordance with the California Government Code Section 7522.56 and 21224; and, approve and authorize the City Manager to execute an employment agreement with Valerian Catunao as Part-Time Hazardous Materials Inspector (Staff Contact: Liz Brown, 408-586-3086)**
Category:	Leadership and Support Services
Meeting Date:	9/17/2019
Staff Contact:	Deputy Chief/Fire Marshal Albert Zamora, 408-586-3371 Liz Brown, Human Resources Director, 408-586-3086
Recommendation:	Adopt a Resolution authorizing an exception to the 180-day wait period in accordance with the California Government Code Section 7522.56 and 21224; and, approve and authorize the City Manager to execute an employment agreement with Valerian Catunao as Part-Time Hazardous Materials Inspector.

Background:
The California Public Employees Reform Act of 2013 requires a 180-day "wait" period before a retiree can return to work for a public agency; however, the 180-day "wait" period can be waived if: The employer certifies that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the governing body of the employer in a public meeting and not on a consent calendar.

Analysis:
Valerian Catunao, retired Hazardous Materials Inspector has effectively performed his duties for the City of Milpitas for approximately 20 years before his retirement date of July 1, 2019. Staff is currently working on the recruitment plan to fill the Hazardous Materials Inspector vacancy.

Staff is recommending to hire Valerian Catunao on a part-time basis to perform specific duties of the Hazardous Materials Inspector position. Given the need for continuity and for highly trained professionals to perform the duties and responsibilities of this position and the workload within the Fire Prevention Division of the Fire Department, staff recommends hiring Mr. Catunao from September 18, 2019 through June 30, 2020 on a part-time basis (not to exceed 960 hours per fiscal year).

As a retired annuitant working in the capacity of a Hazardous Materials Inspector, Valerian Catunao will assist in the Fire Prevention Division of the Fire Department where his duties will include: Working on the 2019 California Fire Code Adoption Process and applicable Hazardous Materials Chapters, and Local Amendments; Development, training and deployment of the IPAD Inspection platform and application for the Milpitas Fire Engine Company Inspection Program; Upgrade the Fire Prevention Division's Records Management System (Filemaker Pro); Develop new Program Elements and modify Fire Permit Classifications; Conduct hazardous materials annual operational permit inspections as assigned; Conduct hazardous materials construction permit inspections as assigned; Conduct hazardous materials plan reviews as assigned; Train the new Hazardous Materials Inspector upon hire, and perform other duties as assigned to Hazardous Materials Inspectors.

Included in the Council's agenda packet is the required resolution to rehire a retiree pursuant to the California Public Employees Reform Act (PEPRA) of 2013, Government Code Sections 7522.56 and 21224 and the employment agreement.

Policy Alternative:

Alternative: To not adopt the resolution authorizing an exception to the 180-day Wait Period in Accordance with the California Government Code Section 7522.56 and 21224 and approve and authorize the City Manager to execute an employment agreement with Valerian Catunao.

Pros: There are no positive reasons to not adopt the resolution, the wages paid to the retired annuitant are cost recovery and received through Development, Fire Construction Permit and Annual Operational Permit Fees.

Cons: The City would not be able to hire a City of Milpitas experienced Hazardous Materials Inspector who is trained and able to immediately conduct Fire Operational Inspections for Fire Construction Permits. The City will continue to fall behind in Fire Construction Permit Inspections along with other Hazardous Materials projects within the Fire Prevention Division of the Fire Department.

Fiscal Impact:
There will be no fiscal impact in approving this resolution as the retired annuitant working as a Hazardous Materials Inspector will be funded through salary savings by vacancies in the Fire Prevention Division of the Fire Department. Funding for the Hazardous Materials Inspector salaries are cost recovery through Development, Fire Construction Permit and Annual Operational Permit Fees.

California Environmental Quality Act:
The action being considered does not constitute a "project" within the meaning of CEQA pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

Recommendation:
Adopt Resolution authorizing an exception to the 180-day wait period in accordance with the California Government Code Section 7522.56 and 21224 and approve and authorize the City Manager to execute an employment agreement with Valerian Catunao effective September 18, 2019 through June 30, 2020 on a part-time basis (not to exceed 960 hours per fiscal year).

Attachments:
Resolution and Exhibit A: Retired Annuitant Employment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS FOR EXCEPTION TO THE 180-DAY WAIT PERIOD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code Section 7522.56 of the Public Employees' Retirement Law, the Milpitas City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Valerian Catunao, CalPERS ID #7990044605, has retired from the City of Milpitas in the position of Hazardous Materials Inspector effective July 1, 2019; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 27, 2019, without this certification resolution; and

WHEREAS, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Milpitas City Council, the City of Milpitas, and Valerian Catunao certify that Valerian Catunao has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Milpitas City Council hereby desires to appoint Valerian Catunao as an extra help retired annuitant to perform the duties of the Hazardous Materials Inspector for the City of Milpitas under Government Code Section 21224, effective September 18, 2019; and

WHEREAS, the entire employment agreement between the City of Milpitas and Valerian Catunao has been reviewed by this body and is attached hereto as **Exhibit A**; and

WHEREAS, no matters, issues, terms, and/or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base monthly salary for this position is $13,086.19 and the hourly equivalent is $75.50 and the minimum base monthly salary for this position is $10,813.60 and the hourly equivalent is $62.39; and

WHEREAS, the hourly rate to be paid to Valerian Catunao is $75.50; and

WHEREAS, Valerian Catunao has not and will not receive any other benefit, incentive compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

THEREFORE, **BE IT RESOLVED THAT** 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 certifies the nature of the appointment of Valerian Catunao as described herein and detailed in the attached employment agreement and that this appointment is necessary to perform the critically needed hazardous materials inspection duties and other similar duties beginning on September 18, 2019, because the Milpitas City Council has determined that the specialized skills possessed by Valerian Catunao in hazardous material inspection are necessary to maintain the workload of what regular permanent staff can accomplish.

3. The City Council hereby approves the Resolution to waive the 180-day wait period pursuant to Government Code Sections 7522.56 and 21224.

4. The City Manager is authorized to execute the employment agreement between the City of Milpitas and Valerian Catunao on behalf of the City, with such technical amendments as may be deemed appropriate by the City Manager and City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____
Mary Lavelle, City Clerk

APPROVED:

_____
Rich Tran, Mayor

APPROVED AS TO FORM:

_____
Christopher J. Diaz, City Attorney

EXHIBIT A

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

The Retired Annuitant Employment Agreement ("Agreement") is made by and between the City of Milpitas, a municipal corporation of the State of California ("City") and Valerian Catunao, an individual ("Retired Annuitant") as of September 18, 2019.

RECITALS

A. WHEREAS, Retired Annuitant previously was employed by the City as Hazardous Materials Inspector in the Milpitas Fire Department for twenty (20) years; and

B. WHEREAS, Retired Annuitant retired from City service effective July 1, 2019 and began collecting a retirement pension from the California Public Employees' Retirement System (CalPERS); and

C. WHEREAS, Retired Annuitant has the necessary qualifications, experience and abilities to assist City in the duties of the Hazardous Materials Inspector; and

E. WHEREAS, City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21224 and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services

The term of this Agreement is from September 18, 2019 and shall automatically expire on June 30, 2020 unless terminated sooner as provided below.

Section 2. Scope of Services

Retired Annuitant agrees to perform the following duties related to the Milpitas Fire Department Fire Prevention Division:

1. Perform assigned tasks involving the 2019 California Fire Code Adoption Process; Applicable Hazardous Materials Chapters & Local Amendments.

2. Development / Training /Deployment of IPad Inspection Platform & Application for Milpitas Fire Department Engine Company Inspection Program.

3. Upgrade to latest version, develop new Program Elements and modify Fire Permit Classification(s) in the Fire Prevention Division's Records Management System (Filemaker Pro).

4. Conduct Hazardous Materials Annual Operational Permit Inspections as assigned.

5. Conduct Hazardous Materials Construction Permit Inspections as assigned.

6. Conduct Hazardous Materials Plan Reviews as assigned

7. Train new Hazardous Materials Inspector commencing on the selected individual's date of employment.

8. Other assigned related tasks.

Retired Annuitant will report directly to the Deputy Fire Chief/Fire Marshal responsible for the Fire Prevention Division. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3. Compensation

City agrees to compensate Retired Annuitant at $75.50 per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee's compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred and sixty (960) hours during any fiscal year (July 1 to June 30). Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every two (2) weeks.

There are no other benefits, incentives, compensation in lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4. Location

The primary location for services will be at the following address:

Milpitas Fire Prevention Office at City of Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, California 95035

Section 5. Compliance with Laws

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District County, Northern District of California, San Jose, California. Retired Annuitant shall comply with all applicable laws, rules, policies, and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by "retired annuitants" to public agencies contracting with the California Public Employees' Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

EXHIBIT A

Section 6. Termination

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous

a. Retired Annuitant represents that he has not received unemployment compensation from any CalPERS contracting agencies during the 12-month period preceding the effective date of this Agreement.

b. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

c.. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjusted shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

d.. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness where of the parties have duty affixed their signatures on this __ day of _____, 20__.

Employer: City of Milpitas

_____

Steven McHarris, Interim City Manager

Employee

_____

Valerian Catunao

CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	**Approve Updated City of Milpitas Facility Use Manual**
Category:	Leadership and Support Services
Meeting Date:	9/17/2019
Staff Contact:	**Renee Lorentzen, 408-586-3409, Christopher Diaz, 408-586-3040**
Recommendation:	Approve the Updated City of Milpitas Facility Use Manual

Background:
The City of Milpitas' Facility Use Manual is the guiding document for the general use and rules of the City's Indoor and Outdoor facilities, fields and parks (Facility). At the Special City Council Budget Study Session on March 12, 2019, Council directed staff to bring back modifications to the Facility Use Manual that would enable the use of City facilities by City Councilmembers for non-campaign related community programs and events. These modifications are located on pages 4-8 of the Manual. A copy of the full manual can be here: http://www.ci.milpitas.ca.gov/wp-content/uploads/2016/08/Facility-Manual-Updated-062016-FINAL.pdf

Analysis:
Under the California Constitution, Article XVI, Section 6, there is a prohibition on the gift of public funds unless there is a documented public purpose. Further, California Government Code Section 8314 prohibits the use of public resources, including land and facilities, for campaign related purposes.

City Councilmembers wishing to host a program or event in a City-owned Facility could implement a request and approval process as part of the City of Milpitas Facility Use Manual, as long as the proposed program or event is non-campaign related and has a wide-reaching public purpose serving the Milpitas community at large.

To ensure compliance with state law and City Council policy, the review and approval of a Councilmember's request to host a program or event in a City-owned Facility would go through a process ensuring the documentation of public purpose, availability of facility space, and approval of funds associated with the use of a City-owned Facility by the City Council. City Councilmember requests would be submitted on a request form to: 1) describe the proposed program or event scope, 2) state additional community partners, 3) explain why the event is not campaign related, and 4) document the intended public purpose. The request form would be reviewed by the City Attorney's office and City Manager's office for public purpose review and determination of an available facility. Once reviewed, the request would be agendized for a future City Council meeting for approval.

The revocation of an approval to a City Councilmember could occur if the use of the City facility violates state law of if the use is inconsistent with the Councilmember's written request.

It is important to note that the focus of this update was on use of City facilities by City Councilmembers and is not intended to be a comprehensive update of the Facility Use Manual. Per the approved five-year Capital Improvement Plan, staff will be initiating a Recreation and Parks Master Plan update in fall 2019. Based on the recommendations of the master plan, staff may bring forward additional changes to the Facility Use Manual for Council consideration.

Policy Alternatives:

Alternative 1: Do not approve the updated City of Milpitas Facility Use Manual

Pros: Staff resources spent on managing individual City Councilmember program or event requests would be spent on previously approved programs and projects

Cons: City Councilmembers will not be able to request the use of City facilities for individual use.

Reason not recommended: With increasing interest in City Councilmembers being able to host programs and events in City Facilities, approved language documenting allowable use and process for approval is necessary.

Fiscal Impact:
At this time, the frequency of use and intended City Facilities are unknown, making an assumption of Fiscal Impact difficult. If the Updated City of Milpitas Facility Use Manual is approved, staff would track the rental revenue value of the facilities used for City Councilmember hosted programs and events at the resident rate. This Fiscal Impact data will be reported to the City Council mid-year.

Recommendation:
Approve the Updated City of Milpitas Facility Use Manual.

Attachments:
1) Draft City of Milpitas Facility Use Manual
2) Draft City Councilmember Program and/or Event Host Request Form

CITY OF MILPITAS
FACILITY MANUAL
INDOOR AND OUTDOOR FACILITIES

PLEASE NOTE FEES AND INSURANCE REQUIREMENTS ARE SUBJECT TO CHANGE

Approved by City Council ~~6/21/16~~8/20/19

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GENERAL RENTAL INFORMATION

1. Rental facilities may be viewed during regular business hours, by appointment only, provided no other functions are scheduled. To make an appointment, please call the desired rental facility.

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2. No phone, mail or faxed reservations are accepted.

Permits for indoor and outdoor facilities must be obtained in person at the locations listed below:

Permits for use of the Community Center, Senior Center, Sports Center, Sal Cracolice Center, Higuera Adobe, City Parks, and outdoor facilities:

Community Center: 457 E. Calaveras Blvd., Monday - Thursday, 8:00 am to 6:00 pm, Friday, 8:00 am to 5:00 pm, 408-586-3210.

Barbara Lee Senior Center: 40 N. Milpitas Blvd., Monday - Friday, 8:30 am to 4:30 pm, 408-586-3400.

Sports Center: 1325 E. Calaveras Blvd., Monday - Thursday, 6:00 am to 9:00 pm, Fridays, 6:00 am to 5:00 pm, Saturday, 8:00 am to 1:00 pm, 408-586-3225.

Permits for use of the Police Department Community Room can be obtained at:

Milpitas Police Department: 1275 N. Milpitas Blvd., Monday - Friday, 8:00 am to 5:00 pm, 408-586-2400.

Permits for use of the City Hall Rotunda can be obtained at:

City Clerk's Office: 455 E. Calaveras Blvd., Monday - Friday, 8:00 am to 5:00 pm, 408-586-3000.

Special Event permits can be obtained at:

City of Milpitas Planning Department: 455 E. Calaveras Blvd., Monday - Friday, 8:00 am to 5:00 pm, 408-586-3279.

1. Facilities may be reserved for use anytime from 7:00 am to 12:00 am midnight with the exception of the Police Department Community Room, which is available for residents only from 8:00 am to 11:00 pm. Rental fees are charged from the time you or your caterers, florists, etc. enter the facility until you exit the building. When planning your rental times, be sure to include set-up time for decorating, caterers, florist, etc. and clean up time required after event.

RESERVATIONS TIMELINE

1. The City of Milpitas, must receive a Facility Use Application, a cleaning & damage deposit and an application fee before any function may be scheduled. **All fees must be paid in the form of a cashier's check, money order, cash or credit card. Cashier's check or money orders must be payable to: City of Milpitas.** No personal checks will be accepted. Final rental fees, set-up diagram, proof of insurance (if applicable) are due 30 days prior to the rental date and must be paid in person. Any rental requests made less than 30 days requires approval by the Recreation Services Manager or authorized representative. All fees are due at the time of the reservation

2. Generally, reservations can be made according to these timelines: Milpitas Residents – Up to 1 year in advance (two forms of proof of residency required, photo ID & current utility bill); Non-Residents – Up to 6 months in advance unless stated otherwise in this manual. Resident non-profits, please see the guidelines below.

RESIDENT NON-PROFIT ORGANIZATION TIMELINE

Organizations may reserve up to three dates on one application per quarter. Milpitas-based non-profits must submit, every January, the following:

1. A current roster with 51% or more Milpitas Residents and a California State letter verifying current non-profit status.
2. A letter listing two (2) individuals authorized to make reservations, changes or cancellations.
3. A mission statement of the organization's purpose.

For Non-Profit Meetings in	Non-Profit Application Accepted
January-March	**December 1**
April-June	**March 1**
July-September	**June 1**
October-December	**September 1**

For more information regarding rental policies, please refer to the Facility Use Rules & Regulations. Should you have any questions, please call the Milpitas Community Center at 408-586-3210.

I. PRIORITIES

Priorities are designed to determine fee and reservation status.

1.1 To provide for public activities in the best interest of the Community, City facilities will be reserved in accordance with the following group priorities:

Priority I. City administered programs, including any program hosted by a councilmember for a non-campaign related community event with a wide-reaching public purpose serving the Milpitas community at-large, as determined by the City Manager in consultation with the City Attorney. Under the California Constitution, Article XVI, Section 6, there is a prohibition on the gift of public funds unless there is a documented public purpose. Further, California Government Code Section 8314 prohibits the use of public resources, including land and facilities, for campaign related purposes.

Any councilmember request under Priority I shall be on a form established by the City Manager. In the form, the councilmember shall state why the event is not campaign related and provide a documented public purpose consistent with state law. The City Attorney shall review the form to ensure compliance with state law. ——Approval of councilmember requests under Priority I shall be approved by the City Council

1. No deposit
2. No rental fee
3. No staff fee
4. No application fee

Priority II. Programs or activities for Senior Citizens and approved co-sponsored groups which are principally composed of local residents (51% or more), public schools located in Milpitas, the Milpitas Chamber of Commerce and governmental agencies(excluding staff trainings, poll worker trainings, staff retirement parties, staff / volunteer recognition events).

1. No deposit
2. Rental fee according to Fee Schedule / Joint Use Agreement
3. Staff fee according to Fee Schedule / Joint Use Agreement
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

Priority III. Non-profit groups that are organized for recreational, social, cultural, religious or civic purposes and whose membership is principally composed of local residents (51% or more) or who is based in Milpitas and renting no more than 3 rental dates per quarter.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

Priority IV. Any other group, business, private school or individual resident of the City of Milpitas.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

Priority V. Any non-resident group, business or individual.

1. Facility deposit according to the Fee and Deposit Schedule
2. Rental fee according to Fee Schedule
3. Staff fee according to Fee Schedule
4. Application fee (non-refundable)
5. Any applicable insurance and processing fees that may apply

II. APPLICATIONS

~~1.~~A. Permits for use of City facilities (indoor and outdoor) shall be issued by the City upon the approval of the City Manager or authorized representative and shall be consistent with City regulations governing such use. No blanket or on-going permits will be allowed. Applications for consecutive-day events will be considered only during minimal use periods.

~~2.~~B. The use of those facilities shall not be inconsistent with other such use for City purposes or interfere with the regular conduct of City programs. City sponsored programs shall receive first priority over use by any other group or organization. The City reserves the right, if necessary, to preempt, or revoke permit (if previously issued) for the use if for any reason it becomes unavoidably necessary for the City to utilize said facility or facilities at the same time. If and when such action is necessary, the City will give applicants as much advance notice as possible. The City also reserves the right to revoke any approval provided to a Milpitas councilmember under Priority I if the use of the City facility violates state law or if the use is inconsistent with the councilmember's written request.

~~3.~~C. Applications for use of indoor City facilities and parks will not be accepted more than one (1) year to the date prior to proposed use for Priorities II-IV.

~~4.~~D. Priority V applications will not be accepted more than 6 months prior to the proposed use.

~~5.~~E. Applications for the Milpitas Sports Center Large Gym will not be accepted more than 90 days prior to proposed use for Priorities II-V.

~~6.~~F. For outdoor City facilities and sports fields, applications are accepted six (6) months to the date prior to the proposed use for Priorities II-IV and 90 days for Priority V.

~~7.~~G. Applications will not be accepted with less than 30 days prior to the proposed date, unless authorized by the Recreation Services Manager or his/her authorized representative.

~~8.~~H. In cases where the earliest date to reserve a facility falls on a weekend (Saturday or Sunday) or City holiday, reservations will be accepted on the preceding weekday. Should the preceding weekday be a City holiday, applications will be accepted on the prior workday.

~~9.~~I. Priority III organizations may reserve up to three dates on one application per quarter and must submit an application according to the reservation schedule listed on Page 5. Groups may not use a facility without an application on file. Should additional maintenance or custodial services be required, or the group exceeds the reserved rental hours, the groups will be assessed additional fees or charges as necessary.

~~10.~~J. Priorities II and III may reserve indoor facilities for one-time special event or party under the set Fee Schedule for Priority IV rentals / charges.

~~11.~~K. Priority III groups may drop off Facility Use Application(s) with requested dates and times as outlined above during facility business hours.

~~12.~~L. On the following business day, the designated City representative will review all Priority III applications with requested dates and times and distribute dates equally between any groups requesting the same dates. Should there not be an equal amount of dates available, the city representative will do a lottery pull for any extra date and

schedule accordingly. Rental applicants will be notified regarding the status of their application(s).

~~13.~~M. Once the facility reservations are confirmed, the groups will be required to remit payment for the applicable fees (i.e. application fee, deposit and rental fees according to the Fee Schedule) within 3 business days. Should payment not be received within 3 business days, the dates will be released. (Approved by City Council on October 16, 2007).

~~14.~~N. All applications for use must be signed by an adult (minimum of 18 years age) and said adult shall agree to be responsible for the facility use. Groups composed of minors 17 years of age and under must be supervised by one (1) adult for every 15 minors. All activities must have adult supervision to ensure adequate control. (Please refer to rule 6.4, regarding no alcohol at youth functions). The applicant or applicant designee must be present at all times during the rental. At the beginning of the rental, the applicant and facility staff shall meet to review the pre-facility inspection guidelines. Prior to leaving the facility, the applicant and facility staff shall confer and sign off on the facility inspection report.

~~15.~~O. Permits normally will not be issued for a period longer than one (1) day. Rental applicant may reserve a facility for consecutive days whenever the facility is in the periods of minimal demand. A separate deposit will be required for each rental day, and property / equipment cannot be left on the premises between rentals without approval from Recreation Services Manager or authorized representative.

~~16.~~P. Priority IV and V users may only reserve fields or sports facilities for three consecutive days during minimal use periods.

~~17.~~Q. City Facilities are closed on all holidays observed by the City of Milpitas. Reservations are not accepted for New Year's Day, Martin Luther King Jr.'s Birthday, ~~Lincoln's~~ Cesar Chavez Birthday, Presidents' Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve .

~~18.~~R. A staff person shall be required for an indoor/outdoor facility where permits are granted involving the opening and closing of a building. Charges for necessary City personnel will be assessed according to the Fee Schedule. If more than 150 people are scheduled to attend, additional staff may be required.

~~19.~~S. No rental shall begin prior to 7:00 am and all activities shall cease at 12:00 am midnight for indoor facilities, and dusk for outdoor facilities, unless prior approval has been received from Director of Recreation and Community Services or authorized representative.

~~20.~~T. Any falsification of information on the application will result in the loss of all fees, including the deposit.

III. FEES AND CHARGES

~~1.~~A. Current rates are established by the Milpitas City Council. City staff does not have the authority to deviate from these rates.

~~1.~~B. No reservation will be accepted without the specified non-refundable application fee and the deposit. The deposit must be in the form of a cashier's check, money order, cash, or credit card, (personal checks are not accepted). Cashier's check or money orders must be made payable to: City of Milpitas. The deposit is refundable after the rental date and will

be returned to the applicant by mail in the form of a City check approximately 30 days after the rental, unless damages, additional maintenance or services were assessed. Checks are returned to the applicant listed on the Rental Application Form. Please contact us immediately should an address changes occur. Additional insurance and fees may apply.

~~1.~~C. Charges begin when a facility is entered for any purpose, i.e. decorating, catering, set-up etc. Groups will be assessed charges according to their reservation priority, nature of activity and/or services and staff required. Hours of use may not be changed less than 30 days prior to the rental date without staff approval. Additional insurance and fees may be required depending on the type of function. In cases where the deposit does not cover the damage, the rental applicant will be billed.

~~1.~~a. Fees will not be pro-rated for events or activities that finish prior to the approved permitted times. Not honoring approved hours may result in suspension of facility use and additional charges.

~~1.~~D. Rental fees shall be paid at least 30 days in advance of the rental date, or permit shall be declared invalid. Payment must be made by cashier's check, money order, cash, or by credit card. Cashier's check or money orders must be made payable to: City of Milpitas.

~~1.~~E. Waiver of rental fees or deposits must be approved by City Council. Fees for staff, insurance, and application are not eligible to be waived. To seek a fee waiver, the rental applicant must submit a written form with the City Clerk's office at least 90 days prior to the proposed date of use. The request will be reviewed by City Council at a regularly scheduled City Council meeting.

~~1.~~F. A Confirmed Rental must have the following:

~~1.~~a. A completed, signed and approved Facility Use Application on file.
~~1.~~b. Payment of appropriate Cleaning and Damage Deposit, Application Fee and applicable insurance fees (if necessary).
~~1.~~c. Signed Important Reminders for Permit Applicants on file.
~~1.~~d. Signed Rental Applicant Clean Up & Decorating Policies Responsibilities on file.

~~1.~~G. Groups participating in City sponsored leagues or City co-sponsored programs, such as end of the year banquets, are exempt from fees and deposits for regularly scheduled games or activities. Fees and deposits will apply for all other use of the facilities by such groups.

~~1.~~H. The rental applicant must come in person to request and process a facility rental cancellation for all facilities. The request must be done in writing on forms provided by the City. Mail or phone cancellations will not be accepted. Please note: All facility application cancellations will forfeit the application fee. Photo identification is required for cancellations.

~~1.~~a. A full refund will be granted, provided a cancellation is made within 91 days or more of the rental date.

~~1.~~I. If the cancellation is made 46-89 days prior to rental date, 50% of the deposit will be forfeited.

~~1.~~J. If the cancellation is made with 45 days or less prior to rental date, 100% of deposit will be forfeited.

~~1.~~K. If there are extenuating circumstances that require a cancellation within 45 days of the rental date, a refund may be approved by Recreation Services Manager or authorized representative. Evidence of extenuating circumstance may be requested for verification purposes.

~~1.~~a. Should the City cancel said reservation, a full refund of paid rental fees will be issued.

~~1.~~b. Should a request for a change of rental date be made, a rescheduling fee of $100 will be charged provided the date and staff are available, and there are 30 days remaining prior to the original rental date. Changes requested 29 days or less prior to the rental date will require management approval. A new rental date cannot exceed 365 days from the original requested rental date.

~~1.~~c. Any group not abiding by the Facility Use Rules and Regulations will forfeit entire rental deposit.

~~1.~~L. Depending on the nature of your event (i.e. alcohol being served, attendance at event, collection of money, youth function, fundraising event open to the public which includes presold tickets, etc.) security guards and liability insurance may be required at the discretion of Recreation Services Manager or authorized representative.

IV. SET-UP/CLEAN-UP

~~1.~~A. At least 30 days before the rental date, the user group must submit a room set-up diagram. Changes to the room set-up diagram may be made up to two weeks prior to the event.

~~1.~~B. The rental applicant is not allowed to alter any indoor facility.

~~1.~~C. The rental applicant is responsible for obtaining pre-approval and permission from Recreation Services staff prior to altering the sports fields in any manner (striping, temporary fencing, etc.)

~~1.~~D. **It is required that the rental applicant check in and out with staff and complete a pre and post inspection form upon arriving/leaving the facility.**

~~1.~~E. The rental applicant shall report any unsafe condition to Recreation Services immediately and suspend activities until corrections or repair has ensured that the situation is safe for participants or spectators.

~~1.~~F. Rental applicant is responsible to ensure that cleanup has occurred following any rental.

~~1.~~G. City facilities must be protected by the user from damage or mistreatment. Groups using City facilities must be responsible for the condition in which the facility and its equipment are left. Groups must leave the facility free of litter such as paper, food or drink. Failure to leave the facility in the condition it was in prior to the rental will result in the user group being charged accordingly.

~~1.~~H. Rental applicant is responsible to ensure that clean-up has occurred following any rental. Garbage cans are provided for clean-up purposes. If the facility is not cleaned, fees will be incurred.

~~1.~~I. Upon leaving the facility, each group must ensure that trash is placed in the appropriate receptacles, that restrooms and parking lots are free of litter and unwanted debris, and that the facility is returned to its original condition. Tables must be cleared and decorations removed.

~~1.~~J. Should damage to City property occur, the rental applicant is responsible for all direct and indirect costs involving in the repair, replacement or clean-up caused due to the damage.

~~1.~~K. The City of Milpitas reserves the right to revoke or cancel any permitted use if it is deemed to be dangerous, hazardous or not in the best interest of the City of Milpitas.

~~1.~~V. DECORATIONS

~~1.~~A. No decoration can be stapled, tacked or taped to any amenities (i.e. walls, windows, grounds, flag poles, or ceiling). All decorations must be freestanding and may not be placed in walkways or impede an evacuation creating a tripping hazard in any way. Nothing may be attached or hung from the Community Center Auditorium wiring, sound system or curtains.

~~1.~~B. All decorations must be flame retardant.

~~1.~~C. No confetti, birdseed or rice may be thrown in or outside any City facility.

~~1.~~D. Equipment in the facility may not be altered in any way without the consent of the staff on duty (i.e. moving existing equipment).

~~1.~~E. No candles (including birthday cake candles), lanterns, incense or open flames are allowed in any City facility (excluding Sterno).

~~1.~~F. Balloons: All balloons must be removed at the end of event or the applicant will be charged a clean-up penalty.

VI. FUNDRAISING
Priority II and III

~~1.~~A. Groups wishing to use City facilities for fundraising events and/or activities will be charged according to Priority II and Priority III facility use Fee Schedule.

~~1.~~B. Concessions, other than City operated, will be subject to the approval of the City Manager or authorized representative and must possess a valid City of Milpitas Business License and any other applicable state, county or federal permits. Concessions will be defined as the sale of any food, beverage, souvenir item or service (i.e. face painting). Copies of said permits and licenses must be submitted a minimum of 45 business days in advance of the rental date. Food being sold to the public requires a Health Permit obtainable from the County of Santa Clara's Health Department and must be submitted to the City 30 business days prior to the rental date.

~~1.~~C. Any person sponsoring, promoting, operating, etc. an entertainment activity (outside), open to the public, charging admission or as described in the Milpitas Municipal Code (Title III, Chapter 5, Entertainment Event) may be required to obtain a Special Event Permit. Permit information and applications are available at the Planning Department, 455 E. Calaveras Blvd., Monday - Friday, 8:00 am - 5:00 pm. If required, the Special Event Permit must be obtained prior to receiving a fully approved rental permit.

VII. FACILITY & FIELD RULES & PROCEDURES

~~1.~~A. Food and beverages can be served in any non-carpeted room, with exception to the dance studio. Rooms with carpet are not permitted to have food and beverages.

~~1.~~B. No barbecuing or use of propane stoves is allowed outside or near all City facilities unless in a designated fire pit at the Higuera Adobe Building. At the Higuera Adobe Building, only electric charcoal starters or fluids made for the purpose of igniting charcoal may be used in the fire pit. Starters must be used according to the manufacturers' instructions.

~~1.~~C. Groups granted use of City facilities and fields shall use them only for such purposes as specified in their facility use permit and shall limit use to the facility requested. Groups using additional facilities will be charged in accordance with the Fee Schedule and such charges may be deducted from the deposit.

~~1.~~D. Groups may use certain facility and field equipment, provided it is not removed from the premises. Use of equipment must be specified in the Facility Use Application. City approval is required for any removal or change in the location of any stage rigging or other equipment, structures, enclosures or utility connections. All equipment must remain inside all designated facilities (i.e. tables, chairs, etc.).

~~1.~~E. The Facility Attendant is provided by the City to assist you with equipment/furniture needs and room set up. The attendant is not present in the meeting/party/field site at all times during your event. The attendant is not responsible for supervision of guests, security, law enforcement or conflict resolution. The attendant, if present, is instructed to call 911 if an emergency situation arises. Rental applicant assumes responsibility for these and other unforeseeable possible situations.

~~1.~~F. Any person, public or private firm, organization or corporation, who rents the facility or field that hosts a ticketed event for live entertainment, shall make an announcement of the availability of emergency exits prior to the beginning of the live entertainment.

~~1.~~G. The Community Center marquee is to be used for City sponsored activities only. Exceptions must be approved by City Council. To seek an exception, the applicant must submit a written request at least 90 days prior to the proposed date of use. Requests will be reviewed by the City Council at a regularly scheduled City Council meeting.

~~1.~~H. Facility/Field use shall not be granted:

~~1.~~a. To any group or individual, political or otherwise that advocates the overthrow of the United States Government or the State of California by force, violence or other unlawful means.

~~1.~~b. When, for any reason, such use may not be in the interest of the City and/or community, as determined by the City Manager or authorized representative, whose decision may be appealed to the City Council whose decision shall be final.

~~1.~~I. Gambling, casino nights or any legal function or activity involving games of chance may be held in a City facility. The activity must, however, be open to the public and admission may not be charged. Donations may be accepted as long as access is not denied if a donation is not received.

~~1.~~J. The City of Milpitas is not responsible for accidents, injury, illness, or loss of group or individual property. The applicant agrees to indemnify at its own expense, and hold harmless the City, its officers, agents, volunteers, and employees from all costs, expenses, reasonable attorney fees, claims, liabilities or damages to persons or property that may arise during or be caused in any way by such use of occupancy of the facilities of the City of Milpitas. The applicant agrees to reimburse the City of Milpitas for any damage to said facilities occasioned by or growing out of the use herein requested and to abide by the rules and regulations governing such use of. The City

requires insurance coverage for certain types of rentals in accordance with the alcohol and insurance requirement guidelines. In addition, the City may, at its discretion, require user to provide at user's expense such police and/or fire protection as deemed reasonable for the protection and preservation of the public property and peace.

~~1.~~K. The City Manager or authorized representative, shall have the right to unrestricted access to all facilities at all times during any and all use. Groups found in violation of established City laws and ordinances or constituting a public nuisance may be required to leave the facility. The misuse of facilities, failure to conform to established regulations or other applicable City Ordinances, will be sufficient reason for termination of the function. Permits may not be transferred, assigned or sold.

~~1.~~L. Any group not abiding by all the Facility Use Rules and Regulations will forfeit entire rental deposit and paid rental fees.

VIII. SMOKING/VAPING/ALCOHOL

~~1.~~A. By City Ordinance, smoking is not permitted in any City facility or within 25 feet of the facility.

~~1.~~B. Smoking/vaping or alcohol consumption is not permissible in the Milpitas Sports Center gymnasium or on the pool deck.

~~1.~~C. Serving or selling alcohol must cease one hour prior to the rental end time as stated on the permit.

~~1.~~D. As a host of the event, if you are serving/selling alcohol, you are responsible and potentially liable for the safety of your guests at the event who are under the influence of alcohol. You should maintain strict control over alcohol service and ensure your guests are able to return safely home after the party. This is not the responsibility of the Facility Attendant.

~~1.~~E. No alcoholic beverages may be served or sold at youth oriented events. The designation of such an activity will be at the discretion of the Director of Recreation and Community Services or authorized representative. Should facility staff witness alcohol being served, consumed on the premises or in the parking lot, the party will be shut down immediately and the entire deposit and rental fees will be forfeited.

~~1.~~F. By City Ordinance, beer or wine is permissible for adults in City park picnic areas unless otherwise posted. California State law expressly forbids alcoholic beverages of any kind at Russell Middle School softball facility under any circumstances, as it is located on school property. Sale of beer, wine or other alcoholic beverages is allowed subject to the above location restrictions and upon approval of the Milpitas Police Department and the acquisition by the user group of a valid permit from the Alcoholic Beverage Control Department located at 100 Paseo de San Antonio, San Jose, CA, 408-277-1200. Alcohol permit is due 30 days in advance of the rental date. Additional insurance is required.

IX. PARKS/PICNIC AREA RULES & REGULATIONS

~~1.~~A. Reservations for park picnic areas must be made at least three (3) business days in advance.

~~1.~~B. Park picnic reservations that cannot be held due to inclement weather will be issued a full refund, minus processing fees. The rental applicant is responsible for contacting the Community

Center Office within two (2) business days after the scheduled event to initiate the credit.

~~1.~~C. Park reservations that are transferred to a new date within 30 days of the reservation will be charged a $20 Park Reservation Transfer fee and may require management approval.

~~1.~~D. Park reservation cancellations must be made 30 days prior to the rental date and will receive a credit minus the application and processing fees.

~~1.~~E. All City of Milpitas Municipal Codes regarding City Parks must be strictly adhered to.

X. GYMNASIUM RULES & REGULATIONS

~~1.~~A. Gymnasium facilities will only be rented to groups for sporting activities or programs. Requests for non-sports related activities will not be granted. Insurance will be required.

~~1.~~B. No food or beverages are allowed in the Milpitas Sports Center gymnasium.

~~1.~~C. Gymnasium participants must wear athletic type shoes. (Hard soles or black soles are not permitted on the gymnasium floor.)

~~1.~~D. Locker room facilities are not available.

~~1.~~E. Minors are not allowed inside the facilities without proper adult supervision.

~~1.~~F. No other type of equipment is allowed inside the gyms without prior consent of the Director of Recreation and Community Services or his/her designee. No equipment other than fixed pieces of equipment are available.

~~1.~~G. Access is limited to that portion of the facility as agreed upon in the permit. All other areas are restricted.

~~1.~~H. Recreation and Community Services staff shall be notified immediately of any maintenance problems or concerns, including vandalism and theft.

~~1.~~I. All garbage must be disposed of properly. Any wet spills must be taken care of promptly and thoroughly.

~~1.~~J. The facility should be left in the condition in which it was found.

~~1.~~K. Total gym capacity is not to exceed 600. Bleacher capacity is not to exceed 305 seated spectators.

~~1.~~L. Use of the scoreboard is NOT included in the established hourly rental fee. The scoreboard must be operated by Recreation and Community Services staff, no exceptions. User groups wishing to use the Scoreboard must put in the request with Recreation and Community Services staff at least 30 days in advance. Additional staffing fee will apply.

XI. POOL RULES & REGULATIONS

~~1.~~A. Smoking/vaping or alcohol consumption is not allowed in the aquatics facility.

~~1.~~B. All pool users and patrons must wear appropriate swim attire. No jeans, cut-off shorts, leotards or any other extra articles of clothing are allowed (CA. Health Code #65838).

~~1.~~C. Youth Locker Rooms are available for shower and changing use.

~~1.~~D. No personal floatation devices, no floatation devices attached to the swim suits or inflatable pool toys of any kind allowed.

~~1.~~E. No diving allowed.

~~1.~~F. No running allowed. Please walk at all times.

~~1.~~G. All children under 7 years of age swimming in the yard or meter pool must have an adult attendant in the water with them at all times.

~~1.~~H. Changing on the Pool Deck is NOT allowed. All parents must change their children in the Youth Locker Rooms or Family Changing Room.

~~1.~~I. No food or drink is allowed on the pool deck, except in the designated areas. Glass containers are not allowed.

Lifts are available for individuals with disabilities. Please contact Recreation and Community Services staff at (408) 586-3225 if assistance is needed with utilizing accessible equipment.

XII. SPORTS CENTER ARTIFICAL TURF FIELDS RULES & REGULATIONS

~~1.~~A. An approved rental permit is required to use the turf fields.

~~1.~~B. Food and beverages, including gym, seeds, nuts, candy or sports drinks are prohibited. Water only. Glass bottles or containers are prohibited.

~~1.~~C. Any cleats that are used must be rubber; no metal spikes.

~~1.~~D. Chairs, umbrellas, tents, flags and other outdoor furniture are not allowed on the field.

~~1.~~E. Spectator seating is only allowed in designated areas off of the field.

~~1.~~F. No driving of stakes.

~~1.~~G. Lining or marking of the field is not allowed without prior written approval from the City.

~~1.~~H. Smoking and tobacco products are prohibited.

~~1.~~I. Dogs and pets of any kind are prohibited on the synthetic turf.

~~1.~~J. Barbecues are prohibited.

~~1.~~K. Bikes, roller blades, skateboards, strollers, motorized vehicles and high-heeled shoes are prohibited.

~~1.~~L. Training drills & devices:

~~1.~~M. To insure optimum performance of the turf fields, we recommend that repetitive training drills and activities be rotated to prevent continuous wear at a single location.

~~1.~~N. Training devices should be used with caution. Sleds and various training devices should be used off the main field of play, such as D zones, end zones (if no inlaid logos appear) and areas away from the main boundaries of play where the panels run parallel to the field and no inlaid markings appear.

~~1.~~O. Tire flipping is not allowed.

~~1.~~P. Remove training devices form the field after each use.

~~1.~~Q. Lining or marking of turf *with* prior written approval from the City of Milpitas: Before beginning to paint on your field, consult with the Sports Center Recreation Supervisor for guidance on specific types of paint to use, recommended suppliers, machines and proper PSI machine settings.

XIII. PUBLIC BASKETBALL COURT RULES

~~1.~~A. Basketball Court hours are dawn-dusk daily.

~~1.~~B. Basketball Courts are for recreational purposes and are available on a drop-in basis. Courts should be used in two-hour increments and must be forfeited if another group/individual is waiting.

~~1.~~C. Amplified music including car and portable radios are prohibited.

~~1.~~D. The Milpitas Police Department may stop basketball play based on complaints.

XIV. TENNIS COURT RULES & ETIQUETTE

~~1.~~A. City-Sponsored Programs have first priority on tennis courts at all times.

~~1.~~B. Court Time Limit: Courts must be relinquished to players waiting after one hour of play for singles or 1 hour 30 minutes for doubles.

~~1.~~C. Waiting Players should state their intent of play to current occupants upon arrival.

~~1.~~D. Maximum of four (4) players per court.

~~1.~~E. No single player may use the court when others are waiting.

~~1.~~F. Tennis courts are for tennis and pickleball only. No other sports or games should be played on the courts. Absolutely no roller skates, roller blades, skateboards and bikes are allowed.

~~1.~~G. Food, glass objects or alcoholic beverages are NOT allowed on the courts. All food and drinks must be left outside the tennis court fence.

~~1.~~H. Smooth soled tennis shoes only. No knobby, blacked soled, sports cleats (baseball, soccer, football) or street shoes.

~~1.~~I. No instructional aids allowed (i.e ball machines, etc.) unless prior approval has been received from the Director of Recreation and Community Services or authorized representative.

~~1.~~J. Conducting any business or concession within any City Park is prohibited except by permit MMC 1-9-4.01 (i.e. private tennis lessons, selling food or beverages, etc.) and appropriate licenses or permits are required.

~~1.~~K. Smoking is prohibited within 25 feet of tennis courts.

XV. POLICE DEPARTMENT COMMUNITY ROOM

For rental of these facilities, please contact the Police Department at (408) 586-2400.

~~1.~~A. Rental hours are 8:00 am to 11:00 pm.

~~1.~~B. Use of the facility shall be primarily for resident groups or individuals. Non-resident group or non-resident individual use will not be permitted.

~~1.~~C. No alcohol is permitted in the facility.

~~1.~~D. No parties may be scheduled in the facility.

~~1.~~E. Exceptions to any policy or regulation are subject to the approval of the Chief of Police or authorized representative. The applicant must submit exception requests in writing. Decisions of the Chief of Police or authorized representative may be appealed to the City Manager and if not satisfied, to the City Council, whose decision shall be final.

XVI. CITY HALL BUILDING, PLAZA AND GROUNDS

For rental of these facilities, please contact the City Clerk's Office at (408) 586-3001.

~~1.~~A. No food is allowed in Council Chambers.

~~1.~~B. No tents or structures are allowed on the grass.

~~1.~~C. Chairs and tables are available on a first come, first serve basis, and due to the amount of rentals at the facility, may not be available for use. Should this occur, it is the rental applicant's responsibility to provide their own tables and chairs. Please Note: Samples of chairs and tables must be approved 45 days prior to the event.

~~1.~~D. Access to the parking garage is restricted.

~~1.~~E. Flag ceremonies in the Plaza Area are limited to ground ceremonies only and require prior City Council approval.

~~1.~~F. All facility rentals require staffing. The number of staff (Maintenance and Information Services) is to be determined by the City Manager or authorized representative on a per event basis.

~~1.~~G. All City Hall Buildings, Plaza and Ground permits are subject to Chapter 100, Title I of the Milpitas Municipal Code and all uses must be approved by the City Manager.

~~1.~~H. No political fundraising is allowed at the City Hall Building, Plaza, and Grounds.

~~1.~~I. No amplified or "live" music is allowed in the rentable outdoor facilities due to the disruption of the surrounding facilities.

~~1.~~J. City Council Chamber dais is not available for use.

~~1.~~K. Use of alcohol is permissible upon approval of the City Manager or authorized representative.

ADDENDUM 1
SPECIAL EVENT RULES AND REGULATIONS
EQUIPMENT RENTAL

I. CITY SPONSORED SPECIAL EVENTS

1.0 The purpose of City Sponsored Special Events is to provide the public with activities to attend within the community. Planning for each event takes place one (1) year prior to the event. These rules and regulations pertain to non-City group participation and use of City equipment for and during City sponsored, co-sponsored, public, and non-profit events.

1.1 Calendar of Events (dates and events are subject to change without notice)

Commissioner's Recognition	April
Memorial Day Ceremony	May
Summer Concert Series	Summer Season
Movie Night Out	Varies
4th of July Festival	July
Hot August Bites	August
Halloween Event	October
Veterans Day Ceremony	November
Tree Lighting Ceremony	December
Cultural Arts Grants	Throughout the year

II. SPECIAL EVENTS

2.0 All Special Event requests should be directed to the Director of Recreation and Community Services.

2.1 The rental applicant is required to submit a Special Event/Activity Application to the Planning Department along with their approved Recreation Services Rental Application and Permit.

2.2 All outdoor equipment (i.e. bleachers, picnic tables, barbeque pits, etc.) are not moveable and shall remain in their designated locations.

2.3 Additional equipment (i.e. bounce houses, chairs, additional seating, staging/platforms, etc.) must be noted on the application and pre-approved by Recreation and Community Services staff. All additional event features must be obtained independently by the rental applicant, including rental costs, fees, insurance and delivery.

2.6 All Recreation and Community Services equipment requests should be directed to the Director of Recreation and Community Services and should be made at least 6 months in advance of the requested rental date. Equipment use is subject to availability and approval.

ADDENDUM 2
YOUTH SPORT PRIORITY OUTDOOR SPORTS FIELD PRIORITIES
ALLOCATION AND PROCESS

~~A.~~I. Tiered Structure

~~A.~~1. Tier 1: All programs administered or sponsored by the City of Milpitas Recreation and Community Services.

~~B.~~2. Tier 2: Youth and sanctioned organizations and/or groups comprised of 51% Milpitas residents.

~~C.~~3. Tier 3: Organizations and/or groups comprised of less than 51% Milpitas residents.

~~A.~~i. Required to pay full rental fees.

~~B.~~II. Specifications

~~a.~~1. The City will give field allocation priority to the sport in season.

~~b.~~2. The City will allocate fields according to age groups appropriate for field usage.

i. Age appropriateness of the fields will be predetermined by the City

~~c.~~3. The percentage of Milpitas residents will be determined by the average of the previous 3 year's season rosters.

~~d.~~4. Recreation Services will predetermine a calendar, per season, that will show a breakdown of field maintenance and available fields/times.

~~e.~~5. Recreation Services will administer the Youth Sport User Group Fee of $10/player per season, per sport.

i. Rosters will be required mid season so that the youth groups can be invoiced.
ii. Fees must be paid in full prior to new field allocations being approved.

f.6. For regular season play, it is required that a Milpitas based team be playing on the allocated fields.

i. This does not apply for tournament play.

C.III. Locking Policy

i.1. Our fields will be locked when they are not allocated or rented. This will assist in keeping our natural turf fields in playable condition,

ADDENDUM 3
YOUTH SPORT INDOOR FACILITY PRIORITIES
ALLOCATION AND PROCESS

1.I. Priorities

1. **Tier 1:** All programs administered or sponsored by the City of Milpitas.

1.2. **Tier 2:** Youth and sanctioned organizations and/or groups comprised of 51% Milpitas residents.

1.3. **Tier 3:** Youth organizations and/or groups comprised of less than 51% Milpitas residents.

1.II. Allocation Process

1. Priority will be assigned as follows:

1.i. First application/Initial Allocation

1.a. Based on rosters from prior 3 quarters

1.b. If no rosters are available, Tier 3 will be assigned

1.ii. Tiers may be reassigned with a review of rosters from 3 prior consecutive quarters

1.a. Please note that due to the high demand and limited availability, should multiple groups request the same dates and times, a lottery system will be utilized to determine allocation.

1.2. The Indoor Sport Facility will be allocated on a quarterly basis. Applications must be submitted by the 1st of the month prior to the start of the quarter.

1.i. January – March: application due December 1

1.ii. April – June: application due March 1

1.iii. July – September: application due June 1

1.iv. October – December: application due September 1

1.III. Specifications

1. The City will give Indoor Sport Facility priority to the sport in season.
~~1.~~2. Priority will be assigned according to the percentage of residents based on rosters from 3 quarters.
~~1.~~3. Recreation Services will administer the Youth Sports User Group Fee of $15 per player, per quarter, per sport.
    ~~1.~~i. Rosters will be required mid quarter so that the youth groups can be invoiced.
        ~~1.~~a. Fees must be paid in full prior to new Indoor Sport Facility allocations being approved.
    ~~1.~~ii. A refundable deposit of $500 will be due upon application approval.
        ~~1.~~a. For additional information and guidelines on rental deposits please refer to the Facility Manual.

~~1.~~IV. Leagues

If you run games or league play, a team from your organization must be playing. This does not apply to tournaments.

~~1.~~V. Tournaments

The Indoor Sport Facility Allocation Process does not include requests for tournaments. Tournament requests should be submitted as a private rental.

CITY OF MILPITAS
FACILITY & PARKS

ALCOHOL AND INSURANCE REQUIREMENT GUIDELINES FOR RENTAL GROUPS

The table below summarizes the Insurance and Alcohol Permit requirements by rental type for facilities and parks rentals.

RENTAL TYPE	FACILITY	PARK
Private use/meeting No alcohol	No insurance required	No insurance required
Private Party – no alcohol	No insurance required	No insurance required
Party or meeting serving alcohol	1. Purchase Special Events Liability Insurance **and** 2. Purchase Liquor Legal Liability Coverage **Or** 3. Provide Certificate of Insurance with endorsement to the City w/Liquor Legal Liability Coverage	No insurance required
Public Attended Event (Please refer to the type of events that require insurance and hazard classification)	1. Purchase Special Events Liability Insurance **Or** 2. Provide Certificate of Insurance with	1. Purchase Special Events Liability Insurance **Or** 2. Provide Certificate of Insurance with

	endorsement	endorsement
Sell Alcohol	1. Purchase Special Events Liability Insurance **and** 2. Purchase Liquor Legal Liability Coverage **Or** 3. Provide Certificate of Insurance with endorsement to the City w/Liquor Legal Liability Coverage **And** 4. Obtain Alcohol Permit	1. Purchase Special Events Liability Insurance **and** 2. Purchase Liquor Legal Liability Coverage **Or** 3. Provide Certificate of Insurance with endorsement to the City w/Liquor Legal Liability Coverage **And** 4. Obtain Alcohol Permit

The rental applicant, which opts to provide a certificate of insurance, must satisfy the minimum insurance requirement of $2,000,000 general liability per occurrence and general aggregate. The insurance coverage must be endorsed to provide primary coverage and must name the City, its officers, agents, volunteers, and its employees as additionally insured.

The rental applicant must provide the certificate of insurance **30 days** prior to the rental date.

Please note: this information is subject to change without prior notice.

Milpitas City Council Facility Use Request Form
Fiscal Year 2019-20

City Councilmember Name: _____

Program/Event Description: _____

_____

_____

_____

Community Partners (if applicable): _____, _____, _____, _____

I will be seeking sponsors (circle one): *Yes* *No*

Estimated Attendance: _____ (youth) _____ (adult)

Preferred Facility: First Choice: _____ Second Choice: _____

Program/Event Date Request:

Date First Choice: _____ Program/Event Hours: _____-_____

Date Second Choice: _____ Program/Event Hours: _____-_____

Additional City Resources Needed: (circle all that apply) *Funding* *City Staff* *Marketing*
Explanation: _____

This event is not campaign related because: _____

_____

Intended Public Purpose Statement: _____

_____

_____

Councilmember Signature: _____ **Date:** _____

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CITY OF MILPITAS
AGENDA REPORT
(AR)

Item Title:	Provide direction to staff on draft Council policies for training and events
Category:	Leadership and Support Services
Meeting Date:	9/17/2019
Staff Contact:	Christopher Diaz, City Attorney, (408) 586-3040 Ashwini Kantak, Assistant City Manager, (408) 586-3053
Recommendation:	Provide direction to staff on draft Council policies for training and events

Background:

The City recognizes the importance of attending conferences and trainings to ensure members of the Council stay informed about best practices in local government and are able to represent the City at the local, regional, and national level. The purpose of the proposed Council policy for training is to establish City policy, guidelines and conditions for the use of funds appropriated to the City Council for attending conferences and trainings. The Approved Fiscal Year 2019-2020 Budget includes funding of $5,000 each for training for members of the City Council.

During the Fiscal Year 2019-2020 Budget development process, the City Council expressed an interest in individual Councilmembers having the ability and funding to host events that benefit the City and the Milpitas community, and to use City facilities for this purpose. The use of City facilities is governed by the Milpitas Facility Use Manual and updates to this Manual are being brought forward for Council consideration to enable use of City facilities by individual Councilmembers.

The proposed Council policy for events establishes City policy, guidelines and conditions for the use of funds appropriated to individual members of the City Council for hosting events, donating to intergovernmental agencies and non-profit organizations and for requesting fee waivers for events. These events support the City Council's priorities and shall not be related to campaigning or any other political advocacy efforts and shall generally serve a public purpose.

Analysis:

Policy for Training

The proposed draft Council policy for training includes training objectives; general conditions of the policy, including which training the policy applies to; responsibilities of the Councilmembers and the City Manager to ensure appropriate use of the training budget; and procedures for reimbursement of expenses.

Policy for Events

The Approved Fiscal Year 2019-2020 Budget includes funding in the amount of $25,000 for the City Council to make donations to intergovernmental agencies and non-profit organizations and to approve fee waivers for events and for individual Councilmembers to either host his/her own events or to donate to additional events and provide fee waivers, distinct from those submitted per the adopted policy – City Council Donations and Fee Waiver/Reduction Policy are regulated by Council policy 01-07.

Per this policy, all requests for events and fee waivers or donations for non-profit organizations shall continue to be brought forward for Council consideration. Based on historical informaiton about Council donations

fee waivers, staff is recommending setting aside a budget of $10,000 for the full City Council and $3,000 each for every individual member of the City Council.

The proposed policy outlines general conditions as described below:

Any events hosted or sponsored by an individual Councilmember shall be for a wide-reaching public purpose serving the Milpitas community at-large, and shall support the priorities of the full Council. Events shall be open to the public and to any other Councilmembers who may wish to attend. Councilmember hosted events shall not be related to a campaign event. To ensure the integrity of the events, no hosted events shall take place in the six months preceding a municipal election.

The proposed policy provides guidance about type of staff support and number of staff hours. The proposed policy also describes the responsibilities of the City Councilmembers and the City Manager and outlines the procedures for reimbursement of expenses.

Key items for Council consideration and input:

1. Allocation amounts from the total $25,000 budget for the full City Council and individual Councilmembers.
2. Eligible expenditures for individual Councilmember funds.
3. Number of events hosted by individual Councilmembers.
4. Use of City faciliites.
5. Timeframe of events hosted by individual Councilmembers with respect to municipal elections.
6. Amount of staff support hours per event and cumulative number of hours for events hosted by each Councilmember.
7. Approval Process.

Next Steps
Based on Council feedback, staff will bring forward both policies for adoption in late summer/early fall 2019.

Fiscal Impact
No additional funding is needed at this time. There may be some future fiscal impact depending on direction from the City Council about number of events and the amount of staff support time.

Recommendation:
Provide direction to staff on draft Council policies for training and events.

Attachment
Draft Council Policy for Training
Draft Council Policy for Events

No. **xx-xx**
Effective: **xx**

CITY OF MILPITAS, CALIFORNIA

SUBJECT: COUNCIL TRAINING POLICY

PURPOSE OF THE POLICY

The purpose of this policy is to establish City policy, guidelines and conditions for the use of funds appropriated to the City Council for attending conferences and trainings. The City Council recognizes the importance of attending conferences and trainings to ensure members of the Council stay informed about best practices in local government and are able to represent the City at the local, regional, and national level.

TRAINING OBJECTIVES

- To promote regionalism and ensure that Milpitas' interests are represented at the regional, state, and national levels and receive recognition for Milpitas' contributions and accomplishments.
- To ensure that the Council is informed about best practices in local government
- To advocate for the City's interests in the state and federal legislature and with regional agencies

PROCEDURES

A. General Conditions

1. Training may be a class, seminar, workshop, or conference related to the Mayor and Councilmembers' duties except for duties on other regional boards.
2. All travel to attend conferences or training, which is not directly connected to their Council or regional representative role, must be approved by the City Council during budget adoption or at a subsequent Council meeting.
3. All travel for a class, seminar, workshop, or conference shall be limited to the actual days of the event or immediately after the event and a Councilmember shall not extend their travels for personal pleasure unless fully paid for by the Councilmember.

B. Responsibility of the Councilmember

1. Each Councilmember, with the assistance of staff, must complete the Travel and Expense Request Form prior to submitting the form to the Finance Department for processing. All travel for the Council has to be approved by the full Council.
2. A copy of the registration material must be submitted with the Travel and Expense Request Form. The travel approval by the City Council during the budget process or a copy of the Council minutes approving subsequent requests must also be attached with the form.
3. Each Councilmember is expected to provide a brief verbal or written report, within 30 days of the training, to the full Council on the benefits and outcome of the conference or training.

C. Responsibility of the City Manager

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It is the City Manager's responsibility to review the training budget and travel requests during the budget process. The City Manager will provide a travel schedule for individual Councilmembers, to the extent known, to the City Council for its review and approval during the budget process. The City Manager shall track the training budget for the Mayor and each Councilmember throughout the year and provide regular updates to them.

D. Expense Reimbursement

Travel and training expense reimbursements are subject to the procedures and guidelines established under SOP No. 6-1, Travel and Expense Policy and SOP No. 6-2, Use of City Vehicles Policy.

xxx

No. **x-x**
Effective: **xx**
Revised:

CITY OF MILPITAS, CALIFORNIA

SUBJECT: COUNCIL POLICY FOR EVENTS

PURPOSE OF THE POLICY

The purpose of this policy is to establish City policy, guidelines and conditions for the use of funds appropriated to the City Council for hosting or donating to intergovernmental agencies and non-profit organizations and for requesting fee waivers for events. This policy addresses the desire of the City Council for individual Councilmembers to be able to host events that benefit the City and the Milpitas community. These events support the City Council's priorities and shall not be related to campaigning or any other political advocacy efforts and shall generally serve a public purpose.

PROCEDURES

A. General Conditions

1. The City Council has an approved budget for donations and fee waivers for intergovernmental agencies or non-profit organizations that provide Milpitas community benefit. In addition to this, each individual Councilmember shall have an approved budget for either hosting his/her own events or for donating to additional events and providing fee waivers, distinct from those submitted per the adopted policy – City Council Donations and Fee Waiver/Reduction Policy are regulated by Council policy 01-07. Per this policy, all requests for events and fee waivers or donations for non-profit organizations shall continue to be brought forward for Council consideration.
2. Guidelines for the use of City facilities for a Councilmember hosted or sponsored program or event are outlined in the City of Milpitas Facility Use Manual (Indoor and Outdoor Facilities).
3. Any events hosted or sponsored by an individual Councilmember shall be for a wide-reaching public purpose serving the Milpitas community at-large, and shall support the priorities of the full Council. Events shall be open to the public and to any other Councilmembers who may wish to attend. Councilmember hosted events shall not be related to a campaign event. To ensure the integrity of the events, no hosted events shall take place in the six months preceding a municipal election.
4. Staff support for any individual Councilmember hosted events shall be limited to x hours, including staff time needed for facility use, unless approved by the full Council. The level of staff support, excluding general facility attendant staff, will be identified and assigned by the City Manager or his/her designee.
5. The approved budget may be used for facility rentals within the City of Milpitas, refreshments, contractual services, and supplies but cannot be used to provide gifts to event participants or to serve alcohol.

B. Responsibility of the Councilmember

1. Each Councilmember, with the assistance of staff, must complete the Event and Facility Use Request Forms and submit to the City Manager and City Attorney's office for review to ensure compliance with state law, and approval.
2. Event coordination and any purchase of refreshments and supplies for events hosted by individual Councilmembers shall be the responsibility of the individual Councilmember.
3. Each Councilmember shall submit all receipts related to the event within 30 days after the event in order to be reimbursed.
4. Each Councilmember shall provide a brief verbal report to the full Council on the benefits and outcome of the event, including event attendance.

C. Responsibility of the City Manager

It is the City Manager or designee's responsibility to review and track the events budget for each Councilmember and to provide regular updates.

D. Expense Reimbursement

Councilmembers shall submit expense reimbursement requests on Finance Department provided forms with original receipts within 30 days after the event.

xxx

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Revised

AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

08/26/2019 — **Request Date**

Councilmember Nuñez; Councilmember Phan — **City Council Members Submitting Request**

☐ **Urgent Item** *Reason for Urgency* insert text here

Time frame for the item to be heard
(e.g., within 60 days or within 2 Council meetings)

Alignment with Council Priority Area(s):

- ☐ Public Safety
- ☐ Environment
- ☐ Transportation and Transit
- ☑ Governance and Administration
- ☐ Economic Development and Job Growth
- ☐ Neighborhoods and Housing
- ☐ Community Wellness and Open Space

Name of Item:

Social Media

Enter item description and why the item is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Review and Develop policy for the use of Social Media by the Mayor and City Councilmembers. Social Media to mean applications that enable users to create and share content or to participate in social networking with City information.

Submit Electronically

Reposed

AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

08/26/2019 — **Request Date**

Councilmember Nuñez ☑ Councilmember Phan ☑ — **City Council Members Submitting Request**

☐ **Urgent Item** *Reason for Urgency* insert text here

Time frame for the item to be heard
(e.g., within 60 days or within 2 Council meetings)

Alignment with Council Priority Area(s):

- ☐ Public Safety
- ☐ Economic Development and Job Growth
- ☐ Environment
- ☐ Neighborhoods and Housing
- ☐ Transportation and Transit
- ☐ Community Wellness and Open Space
- ☑ Governance and Administration

Name of Item:

Proclaimation and Commendation Process

Enter item description and why the item is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Review and Codify the policies for the development, identification and dissemination for Milpitas Proclaimations and Recognitions.

Submit Electronically

Revised

AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

08/26/2019 — **Request Date**

Councilmember Nuñez ☑ Councilmember Phan ☑ — **City Council Members Submitting Request**

☐ **Urgent Item** *Reason for Urgency* insert text here

Time frame for the item to be heard
(e.g., within 60 days or within 2 Council meetings)

Alignment with Council Priority Area(s):

- ☐ Public Safety
- ☐ Economic Development and Job Growth
- ☐ Environment
- ☐ Neighborhoods and Housing
- ☐ Transportation and Transit
- ☑ Community Wellness and Open Space
- ☑ Governance and Administration

Name of Item:

Renaming of Dixon Landing Road to Barack Obama Blvd

Enter item description and why the item is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Renaming of Dixon Landing Road to Barack Obama Boulevard will be the first Barack Obama Boulevard in Silicon Valley. This roadway leads into the Sunnyhills Community know as one of America's first integrated communities.

Submit Electronically

Revised

AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

08/26/2019	Councilmember Nuñez	Councilmember Phan
Request Date	**City Council Members Submitting Request**	

☐ **Urgent Item** *Reason for Urgency* insert text here

Time frame for the item to be heard
(e.g., within 60 days or within 2 Council meetings)

Alignment with Council Priority Area(s):

- ☐ Public Safety
- ☐ Economic Development and Job Growth
- ☐ Environment
- ☐ Neighborhoods and Housing
- ☐ Transportation and Transit
- ☑ Community Wellness and Open Space
- ☑ Governance and Administration

Name of Item:

Community Museum and Park

Enter item description and why the item is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Request a study of acquisition of a museum and park on Main Street in partnership with a community non-profit organization.

Submit Electronically

Revised

AGENDA ITEM REQUEST FORM

Please complete and submit this form to the City Manager.

08/26/2019 — **Request Date**

Councilmember Nuñez; Councilmember Phan — **City Council Members Submitting Request**

☐ **Urgent Item** *Reason for Urgency* insert text here

Time frame for the item to be heard
(e.g., within 60 days or within 2 Council meetings)

Alignment with Council Priority Area(s):

- ☐ Public Safety
- ☐ Environment
- ☐ Transportation and Transit
- ☐ Governance and Administration
- ☑ Economic Development and Job Growth
- ☐ Neighborhoods and Housing
- ☑ Community Wellness and Open Space

Name of Item:

Feasibility Study of Community Theatre

Enter item description and why the item is being requested for Council consideration. To ensure compliance with the Brown Act, no position on the item should be included in the item description.

Request a study of building of a Community Theatre in the Civic Center Facility or a partnership with the Milpitas Unified School District on one of their properties. This would be included in the CIP.

Submit Electronically

MILPITAS CITY COUNCIL MEETING

PREVIEW OF AGENDA ITEMS

OCTOBER 1, 2019

CONSENT CALENDAR

1) Accept City Council calendar for October 2019
2) Approve City Council meeting minutes of September 17, 2019
3) 2nd reading/Adopt Ordinance No. 38.835 regulating Short Term Rentals (Daniel Degu)
4) Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for Murphy Ranch Townhomes, 601 Murphy Ranch Rd (Kan Xu)
5) Adopt a Resolution Authorizing City Manager to Execute Agreement with Staples Contract & Commercial LLC for Office Supplies through Sourcewell Coop Procurement for a maximum $725,000 for 5 years (Chris Schroeder)
6) Approve Maintenance Service Agreement with Odyssey Power Corp for Preventive Generator Maintenance and Repair Services for Total not to exceed $341,182 over 5 years (Tony Ndah)
7) Approve Fee Waiver of Planning and Park Rental fees for Sunnyhills Assoc. Halloween event at Augustine Park on October 26, 2019 (Mary Lavelle)
8) Accept 3rd and 4th Quarter FY 2018-19 Financial Reports (Walter Rossmann)

PUBLIC HEARINGS

9) Hear appeal from George Quinn of GeoMax of past Planning Commission Decision regarding non-conforming use of property at 1831 Tarob Court (Adrienne Smith)
10) Adopt a Resolution to update 2019 Transit Area Specific Plan Fees (Ned Thomas)

COMMUNITY SERVICES

11) Report on Evaluation of Performing Arts Study incl. Children's Theater program (Renee Lorentzen)
12) Award Contract to Energy Service Company (ESCo) for Guaranteed Energy and Water Savings Project (Tony Ndah)

PREVIEW NEXT AGENDA

13) Preview list of items for October 15, 2019 (Mary Lavelle)