



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, NOVEMBER 17, 2020

MILPITAS, CA

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3232

City Council meeting is held via teleconference /Zoom webinar only (no physical meeting space).
You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>

YouTube: <https://www.ci.milpitas.ca.gov/youtube>

Web Streaming: <https://www.ci.milpitas.ca.gov/webstreaming>

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may be provided live during the City Council meeting by first registering for the zoom meeting in advance by: providing email address (not disclosed) and a name. Here is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_yYvbFgRmS0OuLDHOaUQphQ

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

All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items. online written comment form previously used is no longer available for public comment.

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

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

ADJOURN TO CLOSED SESSION (6:02 PM)

a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code §54957.6

City representative: Human Resources Director Jeannine Seher

Employee Groups: International Association of Firefighters (IAFF), Mid-Management and Confidential Unit (Mid-Con), Milpitas Employees Association (MEA), Milpitas Professional and Technical Group (ProTech), and Unrepresented Employees

Under Negotiation: Wages, Hours, Benefits and Working Conditions

b) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code §54957.6

Agency Designated Representative: Mayor Tran

Unrepresented Employee: City Manager

c) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code §54957.6

Agency Designated Representative: Mayor Tran

Unrepresented Employee: City Attorney

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 (assigned to Councilmember Dominguez)

PUBLIC FORUM (7:05 PM)

Those interested are invited to address City Council on any subject not on tonight's agenda, orally via zoom webinar (instructions on page 1). Speakers may provide their name and city of residence for the Clerk's record, and comments may be limited to three minutes or less. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:45 PM)

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

C1. Receive City Council Calendars of Meetings for November and December 2020 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council meeting minutes of the November 4 and 10, 2020 Special City Council Meetings (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve meeting minutes of the November 4 and 10, 2020 Special City Council meetings, as drafted by the City Clerk.

C3. Adopt a Resolution to Reject a Bid Protest from C. Overaa & Co., Waive Immaterial Bid Deviations and Award the Construction Contract to Sausal Corporation, in the amount of \$7,638,200 for the Fire Station No. 2 Replacement Project No. 3447; Authorize the City Manager to Execute the Construction Contract; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Orders; Approve and Authorize the City Manager to Execute Amendment No. 1 to the Design Service Agreement with Shah Kawasaki Architects; and Approve Related Budget Amendment (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Adopt a resolution to:

1. Reject a bid protest from C. Overaa & Co.;
2. Waive immaterial bid deviations in Sausal Corporation's bid;
3. Award a construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation, in the amount of \$7,638,200;
4. Authorize the City Manager to execute the construction contract with Sausal Corporation;
5. Authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$1,200,000;
6. Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for construction support services on the Project;
7. Approve a budget amendment for the Fire Station No. 2 Replacement (Project No. 3447) by reducing lease revenue bonds proceeds and construction costs by \$3.4 million.

C4. Accept Santa Clara County Emergency Medical Services Agency Trust Funds of \$18,290.37 to Purchase Fire Department Hardware to Support Prehospital Care Policy, Field Capture Devices, and CPR Training Equipment Benefiting the Santa Clara County Emergency Medical System and Approve Related Budget Amendment (Staff Contact: Geoffrey Maloon, 408-586-2818)

Recommendation: Accept Santa Clara County Emergency Medical Services (EMS) Agency Trust Funds of \$18,290.37; and approve a budget adjustment in the amount of \$18,290.37 to the Fire Department's FY 2020-21 operating budget.

C5. Adopt a Resolution Approving and Authorizing the City Manager to Execute a Three-Year Support and Maintenance Agreement with Cayenta as the Sole Source Vendor for Financial and Utility Billing Software Systems, in the Amount of \$247,718.83 and an additional \$20,000 for contingency projects for an Amount not to exceed \$267,718.93 for the First Year and a Total Amount of \$825,674.13 over the Three-Year Term of the Agreement, Subject to Annual Appropriation of Funds (Staff Contacts: Mike Luu, 408-586-2706 and Walter C. Rossmann, 408-586-3111)

Recommendation: Adopt a Resolution approving and authorizing the City Manager to execute a three-year Support and Maintenance Agreement with Cayenta, a division of N. Harris Computer Corporation Inc., as the sole source vendor for the Financial and Utility Billing Software Systems, in the amount of \$247,718.83 and an additional \$20,000 for contingency projects, for an amount not to exceed \$267,718.93, and a total of \$825,674.13 over the three-year term of the Agreement, subject to annual appropriation of funds.

C6. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for LS-Milpitas LLC for the Amalfi II - Siena Project at 600 Amalfi Loop (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LS-Milpitas LLC for the Amalfi II - Siena Project at 600 Amalfi Loop.

C7. Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project, the Community and Senior Center Energy Resiliency Project and the Facilities Water Fixture Retrofit Project (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation: Approve various budget amendments to fund the City Council-approved Energy Services Agreement with Engie Services U.S., Inc. for construction of energy and water conservation measures and establish the Citywide LED Lighting Upgrade Capital Improvement Project, Community and Senior Center Energy Resiliency Project, and Facilities Water Fixture Retrofit Project.

C8. Accept Additional FY 2020 Citizens' Option for Public Safety (COPS) Grant funding and Approve a Related Budget Appropriation (Staff Contact: Jared Hernandez, 408-586-2406)

Recommendation: Accept additional FY 2020 Citizens' Option for Public Safety (COPS) Grant funding and approve related budget appropriation.

C9. Accept the 2020 Bulletproof Vest Partnership Grant and Approve a Related Budget Amendment (Staff Contact: John Torrez, 408-586-2408)

Recommendation: Accept the 2020 Bulletproof Vest Partnership Grant in the amount of \$9,405.45 and approve a budget appropriation into the Police Department's FY 2020-21 operating budget.

C10. Approve and Authorize the City Manager to enter into a Side letter Agreement to amend the Memoranda of Understanding for Compassionate Leave (Staff Contact: Jeannine Seher, 408-586-3086)

Recommendation: Approve and authorize the City Manager to enter into a side letter agreement to amend the Memoranda of Understanding, as needed, to extend the period of time employees may take compassionate leave.

C11. Approve and Authorize Closure of City Hall and selected operations to the public from Monday, December 28, 2020 through Thursday, December 31, 2020 and Authorize City Manager to enter Side Letter Agreement to Memoranda of Understanding with Four Employee Labor Groups (Staff Contact: Jeannine Seher, 408-586-3086)

Recommendation: Approve and authorize the City Manager to enter into a side letter agreement to Memoranda of Understanding (MOU) with four employee labor groups for the closure of City Hall and selected operations to the public from Monday, December 28, 2020 through Thursday, December 31, 2020.

C12. Approve City Council Meeting Schedule for 2021 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Move to approve the 2021 Milpitas City Council meeting schedule.

C13. Receive Mayor's Recommendations and Approve 1 Re-appointment and 3 New Appointments to City of Milpitas Commissions (Contact: Mayor Tran, 408-586-3029)

Recommendations: Receive Mayor Tran's recommendations, and move to appoint the following:

- a) Re-appoint Arts Commissioner John Agg to a new 3-year term which expires in October 2023.
- b) Newly appoint Roque Lallana to a currently vacant term on the Milpitas Veterans Commission, which expires February 2022.
- c) On the Youth Advisory Commission, move up current Alternate No. 1 Tejas Balebail and current Alternate No. 2 Andrea Liu into voting Commissioner seats; and, newly appoint Nidhi Kaki as Alternate No. 1 and Rachel Plummer as Alternate No. 2 on the YAC. All terms expire in September of 2022.

C14. Approve 12 City of Milpitas Commission Work Plans for FY 2020-21 (Staff Contacts: Steve McHarris, 408-586-3056 and Ashwini Kantak, 408-586-3053)

Recommendation: Approve proposed Fiscal Year 2020-21 Work Plans for the 12 City Commissions: Arts Commission, Community Advisory Commission, Economic Development and Trade Commission, Energy and Environmental Sustainability Commission, Library and Education Commission, Parks, Recreation and Cultural Resources Commission, Planning Commission, Public Safety and Emergency Preparedness Commission, Science, Technology, and Innovation Commission, Senior Advisory Commission, Veterans Commission, and Youth Advisory Commission.

PUBLIC HEARING (7:50 PM)

15. Conduct a Public Hearing and Consider Adoption of a Resolution Approving the Addition of 44 Residential Units to an Existing Multi-Family Housing Complex at 1724 Sunnyhills Court (Staff Contact: Rozalynne Thompson, 408-586-3278)

Recommendations:

1. Move to close the public hearing following any comments.
2. Adopt a resolution approving an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Sections 15002(k)(2) and 15070 and approving Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005, subject to findings and Conditions of Approval.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (8:40 PM)

16. Receive a Staff Report on Railroad Quiet Zone Process and Provide Direction to Staff (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Receive staff report on Railroad Quiet Zone process and provide direction to staff.

PUBLIC SAFETY (9:00 PM)

17. Receive and Accept the City of Milpitas Emergency Management Program Assessment and Implementation Plan and authorize the City Manager to approve an amendment to the Professional Services Agreement with Witt O'Brien's, LLC extending the time of performance to June 30, 2021 (Staff Contact: Geoff Maloon, 408-586-2818)

Recommendations:

- a) Receive and accept the City of Milpitas Emergency Management Program Assessment and Implementation Plan.

- b) Authorize the City Manager to approve an amendment to the Professional Services Agreement with Witt O'Brien's, LLC extending the time of performance to June 30, 2021.

LEADERSHIP AND SUPPORT SERVICES (10:00 PM)

- 18.** Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending September 30, 2020 and Approve Related Budget Amendments due to COVID-19 Pandemic Anticipated Revenue Losses (Staff Contact: Walter C. Rossmann, 408-586-3111)

Recommendation: Review the FY 2020-21 Quarterly Financial Status Report for the quarter ending September 30, 2020 and approve budget amendments to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 pandemic anticipated revenue losses.

- 19.** Accept the Initial Preliminary FY 2022-31 General Fund Financial Forecast and FY 2021-22 Budget Calendar (Staff Contact: Walter Rossmann, 408-586-3111)

Recommendation: Accept the initial Preliminary FY 2022-31 General Fund Financial Forecast and FY 2021-22 Budget calendar.

- 20.** Introduce Ordinance No. 23.15 for Updates to Milpitas Municipal Code on Purchasing (Staff Contact: Walter C. Rossmann, 408-586-3111)

Recommendations:

- a) Receive presentation from staff.
- b) Following the City Attorney reading the title, move to waive the first reading beyond the title of Ordinance No. 23.15.
- c) Introduce Ordinance No. 23.15 to update Milpitas Municipal Code section on purchasing.

- 21.** Discuss and provide direction to staff on negotiating a citywide Project Labor Agreement and/or adopt a resolution committing to negotiate and execute a Project Labor Agreement per project (Staff Contacts: Christopher J. Diaz, 408-586-3040 and Steve McHarris, 408-586-3059)

Recommendation: Discuss and provide direction to staff on negotiating a citywide Project Labor Agreement with the Building and Construction Trades Council and/or consider adopting a resolution committing to negotiate and execute a Project Labor Agreement per project.

- 22.** Introduce Ordinance No. 65.150 Regarding Responsible Construction (Staff Contacts: Christopher J. Diaz, 408-586-3040 and Steve McHarris, 408-586-3059)

Recommendation: Following the reading of the title by the City Attorney, move to waive the first reading beyond the title and introduce Ordinance No. 65.150, adding Chapter 32 (Responsible Construction) to Title III of the Milpitas Municipal Code.

REPORTS OF MAYOR & COUNCILMEMBERS (11:00 PM)

- 23.** Discuss Council Sponsored Events; and, Discuss and Provide Direction on 2020 United States Census Outreach and Any Council Sponsorship (Contact: Councilmember Dominguez, 408-586-3031)

Recommendation: Discuss City Council sponsored event process; and, discuss and provide direction on the City's 2020 US Census outreach and any Council sponsorship.

- 24.** Per Request of Councilmember Dominguez, Discuss Establishing an Emergency Cap on Business Tenant Rents in Milpitas (Contact: Councilmember Dominguez, 408-586-3031)

25. **Per Request of Vice Mayor, Engage in Discussion on Councilmembers' Ideas to Economically Assist the Milpitas Community During the Pandemic (Contact: Vice Mayor Nuñez, 408-586-3023)**
26. **Per Request of Vice Mayor, Discuss Hosting a "Safety First" Community Event, Planned with/by the Milpitas Community Advisory Commission (Contact: Vice Mayor Nuñez, 408-586-3023)**
27. **Revisit the City Council Housing Subcommittee, Discuss Potentially Dismantling it, and provide direction to staff (Contact: Councilmember Dominguez, 408-586-3031)**
- 28. Receive and Direct Staff on List of Agenda Items Requested by City Councilmembers (Contacts: Mayor and City Councilmembers, 408-586-3000)**

Recommendation: Review list of items presented (list in agenda packet) that have been requested by City Councilmembers on a form, at a Council meeting, or through the City Manager. Direct items to a City Council Subcommittee, to be placed onto a specific meeting date, or specify alternate direction to staff. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

NEXT AGENDA PREVIEW

- 29. Receive Preview List of Anticipated Items for the Next Regular City Council Meeting Scheduled on December 1, 2020 (Staff Contact: Mary Lavelle, 408-586-3001)**

Recommendation: Receive list of anticipated agenda items for the December 1, 2020 regular City Council meeting.

ADJOURNMENT

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

October 2020						
S	M	T	W	T	F	S
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Milpitas City Council Calendar

November 2020

December 2020						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 7:00 PM Parks, Recreation & Cultural Resources Commission (AP)	3 2:00 PM Closed Session 7:00 PM City Council ELECTION DAY	4 9:00 AM -City Council -Special Meeting 2:00 PM -Santa Clara VTA - monthly Northeast group (BN) 7:00 PM -Community Advisory Commission (BN)	5 5:30 PM -Santa Clara VTA Board of Directors (BN) 5:30 PM -Milpitas Chamber of Commerce Board (CM)	6	7
8	9 4:30 PM -Economic Development and Trade Commission (KD) 7:00 PM -Science, Technology & Innovation Commission (BN)	10 4:00 PM -Suicide Prevention Task Force 6:30 PM -Closed Session 7:00 PM -City Council – Special Meeting	11  CITY HALL CLOSED IN OBSERVANCE OF VETERANS DAY	12 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD) 4:00 PM -Treatment Plant Advisory Committee (CM) 5:00 PM -Public Safety and Emergency Preparedness Commission (KD) 7:00 PM -Cities Assoc of SCC (CM) 7:00 PM -Youth Advisory Commission (AP)	13	14
15	16 7:00 PM -Library and Education Commission (CM)	17 6:00 PM -Closed Session 7:00 PM -City Council	18 5:00 PM -Energy and Environmental Sustainability Commission (BN) 7:00 PM -Special Planning Commission	19 2:00 PM -VTA Safety, Security, & Transit Operations (BN) 6:30 PM -Bay Area Water Supply Conserv Agency (CM)	20	21
22	23 7:00 PM -Arts Commission (CM)	24	25	26	27	28
				 CITY HALL CLOSED FOR THANKSGIVING HOLIDAY		
29	30					

November 2020						
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Milpitas City Council Calendar

December 2020

January 2021						
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24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 ?:00 PM -Closed Session 7:00 PM -City Council	2 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (BN) 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 (BN)	4 5:30 PM -Cities Association Annual Membership Meeting	5
6	7 7:00 PM -Parks, Recreation & Cultural Resources Commission (AP)	8	9 7:00 PM -Silicon Valley Clean Energy Board of Directors (CM) 7:00 PM -Planning Commission	10 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD) 7:00 PM -Youth Advisory Commission (AP) 7:00 PM -Cities Assoc of SCC (CM)	11 4:30 PM -City Council Finance Subcommittee (RT/CM)	12
13	14	15 ?:00 PM -Closed Session 7:00 PM -City Council	16 6:00 PM -Energy and Environmental Sustainability Commission (BN)	17	18	19
20	21 7:00 PM -Science, Technology, and Innovation Commission (BN)	22	23	24 25 		26
27	28	29	30	31		

**Finance Subcommittee will meet only as needed*

Draft CITY OF MILPITAS MEETING MINUTES

Minutes of: Special Meeting of the Milpitas City Council
Date: Wednesday, November 4, 2020
Time: 9:00 AM
Location: Meeting held via teleconference/zoom webinar
online, Milpitas, CA

CALL TO ORDER

Mayor Tran called the special meeting to order at 9:02 AM. City Clerk Mary Lavelle called the roll. The meeting took place online via zoom webinar.

PRESENT: Mayor Tran, Vice Mayor Nuñez, Councilmember Dominguez

ABSENT: Councilmembers Montano and Phan were absent at roll call. Both arrived in Closed Session.

PLEDGE

Mayor Tran led all in the pledge of allegiance to the flag.

PUBLIC FORUM

Resident Lisa expressed concern for Council's opposition to Project Homekey.

Resident Michael Mendizabal stated he was in favor of Project Homekey and for City Council to work with the County.

CLOSED SESSION

At 9:08 AM, the City Council adjourned to Closed Session (via zoom webinar) for conference with legal counsel regarding anticipated litigation related to Project Homekey in Milpitas.

ANNOUNCEMENT

At 10:13 AM, City Council exited Closed Session.

City Attorney Chris Diaz reported out that City Council did make a motion to rescind the prior authorization to proceed with litigation regarding Project Homekey and direction was also given to staff for the City Manager to work in conjunction with the Vice Mayor to draft a letter to the County explaining why the City is halting litigation and that we want to work with them and restore our relationship with the County. The letter would be going out this week.

The vote on that motion was 3 Ayes (Dominguez, Nuñez, Phan) and 2 Noes (Tran, Montano).

ADJOURNMENT

The Special City Council meeting was adjourned at 10:15 AM.

*Draft meeting minutes submitted by
City Clerk Mary Lavelle*

Draft CITY OF MILPITAS MEETING MINUTES

Minutes of: Special Meeting of the Milpitas City Council
Date: Tuesday, November 10, 2020
Time: 6:30 PM Closed Session
7:00 PM Open Session
Location: Meeting held via teleconference/zoom webinar online
Milpitas, CA

CALL TO ORDER

Mayor Tran called the joint meeting to order at 6:30 PM. City Clerk Mary Lavelle called the roll. The meeting took place via teleconference/zoom webinar.

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

ABSENT: None

CLOSED SESSION

City Council convened into Closed Session (online webinar) to discuss one potential litigation matter listed on the agenda.

At 7:02 PM, the Mayor and City Council reconvened for the Open Session.

ANNOUNCEMENT – from Closed Session

City Attorney Chris Diaz stated that City Council gave direction to staff but there was no reportable action taken in Closed Session.

PLEDGE

Mayor Tran led all in the pledge of allegiance to the flag.

PRESENTATION

Mayor Tran proclaimed *Native American Heritage Month* for November 2020.

PUBLIC FORUM

The following residents provided oral comments (in the zoom webinar) limited to one minute, per Mayor Tran.

Karen Friedman
Voltaire Montemayor
Urvishkumar Mehta
Jade Dang – Milpitas Families First
Anupam Khanuja
Jessica Yu
Janice Breaux
Hsia
Michael Mendizabal
Jayant Shekhar

Jen Lee
Bill Korbe
Tom Lin
Tina
Jackie Romero
Geeta Khanuja
Andre Krammer
Yang Liao
Anh Bui
Joe Lubis

ANNOUNCEMENTS

City Manager Steve McHarris noted the recent uptick in Covid19 cases in Santa Clara County, encouraging all to follow guidelines including wearing masks.

Recreation Director Renee Lorentzen announced a Veterans Day virtual event on November 11, including a YouTube program to honor the veterans who had served.

Mayor Tran informed the public that the City of Milpitas was not a member of Silicon Valley Organization (SVO).

Councilmember Dominguez requested a new item for the next Council meeting: to revisit the Council Housing Subcommittee and dismantle it, and to instead bring back that topic to the City Council. She wanted all of the Council to work together to help the unhoused community. Four members agreed, while Councilmember Montano was opposed.

Councilmember Phan requested an agenda item to revisit contract provisions of executive staff, as an extension of prior discussions. He wanted to make it clear it was not discussion of performance or salary and was to be supportive of staff, to ensure executive staff has stability needed to continue doing good work alongside the Council. This was relative to the City Manager and City Attorney. City Attorney Diaz noted this would be a Closed Session item. Mayor Tran and Councilmember Montano were opposed.

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

City Attorney Diaz asked the Mayor and City Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts or contributions in the last 12 months were reported.

Councilmember Phan and Vice Mayor Nuñez received a contribution from the Building Trades Council (related to item no. 9, project labor agreement).

Councilmember Dominguez stated she served on a countywide Unhoused Task Force.

CODE OF CONDUCT

City Attorney read aloud the City Council Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the November 10, 2020 meeting agenda, as amended

Councilmember Phan requested to move item no. 9 to be heard before item no. 8.

Motion/Second: Mayor Tran/Councilmember Dominguez

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

CONSENT CALENDAR

Motion: to approve the consent calendar, including items no. C1 – C6

Motion/Second: Vice Mayor Nuñez/Councilmember Montano

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

C1. Council Calendar

Received the City Council calendar of upcoming meetings for November 2020.

C2. Meeting Minutes

Approved meeting minutes of the October 15, 22, 26 and 28 Special City Council and October 20, 2020 Joint City Council/Milpitas Municipal Financing Authority meetings.

C3. Resolution

Adopted Resolution No. 9014 authorizing the City to continue participation in the Cities Association of Santa Clara County Planning Collaborative (related to housing) and to provide \$10,000 to continue consultant services to support the Collaborative. Approved a budget amendment to appropriate \$10,000 from the Affordable Housing fund.

C4. Resolution

Adopted Resolution No. 9015 granting acceptance of Soil Vapor Intrusion Mitigation Measures for Sal Cracolice Building, Project No. 3406, authorizing the City Engineer to file a Notice of Completion, and authorized him to issue a Notice of Final Acceptance after the one-year warranty.

- | | |
|------------------|--|
| C5. Resolution | Adopted Resolution No. 9016 approving the Calif. Department of Forestry and Fire Protection Contractor Certification Clauses for Services Agreement and authorizing the City Manager to execute the agreement, for the Milpitas Fire Department. |
| C6. Accept Grant | Accepted the Racing Hearts Foundation Grant in the amount of \$29,777.44 for the purchase of Automated External Defibrillators (AEDs) and approved a budget appropriation into the Milpitas Police Department's FY 2020-21 operating budget. |

COMMUNITY DEVELOPMENT

- | | |
|----------------------|--|
| 7. Plan for Homeless | <p>Director of Building Safety & Housing Sharon Goei made a presentation concerning homeless or unhoused individuals, description of various existing services, assessment of residents, outreach and assessment strategy. Staff recommended a contract with Santa Clara County – Office of Supportive Housing for a multidisciplinary team, funded by Housing Authority funds of \$200,000.</p> |
|----------------------|--|

Santa Clara County staff Kathryn Kaminski was in the zoom meeting, and answered various questions from the Mayor and Councilmembers, and explained the County's "HEAT" teams.

Mayor Tran invited public comments.

The following residents addressed City Council:

Tom Valore	Penny L
Urvishkumar Mehta	Jessica Yu
Jayant Shakar	Ina
Andre Kramer	Yang Liao
Loreto Dimaandal	Jammie Schletzbaum
Voltaire Montemayor	Allysson McDonald
Lisa	Veronica Salce
Jackie Romero	Mike Smith
Rekha Pardeshi	Ling Kong
Bill Korbe	Christina Yeh
Jen Lee	Yolanda Garcia
Tom Lin	

At 10:40 PM, Mayor Tran made a motion not to spend \$200,000 on assessments as recommended by staff, and to spend those funds on hotel vouchers for homeless people in Milpitas, after going through an assessment by the County, i.e. to direct staff to return with information on how to do this. No second was made to his motion.

Motion: to approve and authorize the City Manager to execute an agreement with the County of Santa Clara for homeless outreach, assessment, and street-based case management services, in a form approved by the City Attorney

Motion/Second: Councilmember Dominguez/Vice Mayor Nuñez

Motion carried by a vote of:

	AYES: 4
	NOES: 0
	ABSTAIN: 1 (Tran)

Milpitas Housing Manager Adam Marcus made a presentation on basic need services for the homeless in Milpitas, with preliminary concepts on a short term basis, including hygiene services, meals, safe parking and sleeping, before case management. Ms.

Goei presented some potential new initiatives on assistance to homeless in Milpitas, based on previous Council direction.

Mayor Tran invited additional public comments on the second staff presentation. Residents Christina, Urvishkumar Mehta, Jackie Romero, Allysson McDonald and Rekha Pardeshi commented.

The Mayor and City Councilmembers responded to the potential initiatives that were identified, supporting several of them for further review.

Mayor Tran asked for this topic to return at the first City Council meeting in December, and then adjourned the meeting. The staff report was heard, while no vote was taken on mentioned initiatives.

LEADERSHIP

Items No. 8 through No. 14 were not heard.

8. Purchasing Ordinance

9. Project Labor Agreement

REPORTS

10. Council Sponsored
Events, and US Census

11. Cap on Business Rents

12. Council Ideas to Assist

13. Safety Event

14. List of Council requested
Agenda Items

NEXT AGENDA PREVIEW

15. Preview Agenda Items

Received list of anticipated agenda Items for the next regular City Council meeting scheduled for November 17, 2020.

ADJOURNMENT

Mayor Tran adjourned the special meeting at 11:53 PM.

*Draft meeting minutes submitted by
City Clerk Mary Lavelle*



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Reject a Bid Protest from C. Overaa & Co., Waive Immaterial Bid Deviations and Award the Construction Contract to Sausal Corporation, in the amount of \$7,638,200 for the Fire Station No. 2 Replacement Project No. 3447; Authorize the City Manager to Execute the Construction Contract; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Orders; Approve and Authorize the City Manager to Execute Amendment No. 1 to the Design Service Agreement with Shah Kawasaki Architects; and Approve a Related Budget Amendment
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/17/2020
Staff Contact:	Steve Erickson, City Engineer, 408-586-3301
Recommendation:	Adopt a resolution to: 1. Reject a bid protest from C. Overaa & Co.; 2. Waive immaterial bid deviations in Sausal Corporation's bid; 3. Award a construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation, in the amount of \$7,638,200; 4. Authorize the City Manager to execute the construction contract with Sausal Corporation; 5. Authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$1,200,000; 6. Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for construction support services on the Project; 7. Approve a budget amendment for the Fire Station No. 2 Replacement (Project No. 3447) by reducing lease revenue bonds proceeds and construction costs by \$3.4 million.

Background:

Project No. 3447 - Fire Station No. 2 Replacement ("Project") is in the approved 2020-2025 Capital Improvement Program. Fire Station No. 2 was constructed in 1968 and the building and site have reached the end of their service life and need replacement.

On August 17, 2018, the City issued a Request for Proposals (RFP) seeking proposals from qualified design firms for the design of the Project. The RFP process followed the City's Standard Operating Procedure and the Municipal Code with respect to hiring professional consultants.

Six proposals were received. Proposals were ranked based on the project team, project understanding, management approach, and similar past project experiences. Shah Kawasaki Architects (SKA) was determined to be the highest ranked firm based on the evaluation criteria under the RFP. On December 4, 2018, the City Council authorized the City Manager to execute a Design Services Agreement (**Attachment 10**) with SKA in an amount not-to-exceed \$913,494.00 for the Project.

In preparation for construction of the Project, fire staff were relocated into a temporary facility and Fire Station No. 2 was demolished. The Project includes a new 10,300 square foot single story wood frame fire station that

will be constructed at 1263 Yosemite Drive, the location of the old station. The new station building will be constructed using sustainable elements and has been designed with operation efficiencies to improve response times and meet current building and fire codes for an essential facility. The Project will have three apparatus equipment bays; dorm rooms; day room, kitchen, landscape and site improvements, and a community meeting room for public use.

The City Council approved the Project plans and specifications and authorized the advertisement of the bidder prequalification package on January 7, 2020. Subsequently, the City Council approved the list of four pre-qualified bidders on March 3, 2020. The Project plans and specifications were advertised for bid on digital construction trade publications and in the Milpitas Post on July 24 and 31, 2020, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. Bid opening was held on September 10, 2020, and four sealed bids were received from the pre-qualified contractors.

Analysis:

The summary of bid results is shown below and is included as **Attachment 2**.

Bidder	Location	Base Bid
Engineer's Estimate		\$10,830,000
Sausal Corporation	Concord, CA	\$ 7,638,200
C. Overaa & Co.	San Jose, CA	\$ 8,500,000
DL Falk Construction, Inc.	Hayward, CA	\$ 9,519,000
Angeles Contractor, Inc	City of Industry, CA	\$ 10,372,000

The Base Bid prices submitted by the bidders vary between 4% to 29% under the Engineer's Estimate. The range of variation in pricing is likely due to the current construction market which has slowed as a result of the COVID-19 pandemic. The lowest responsive bid submitted by a responsible bidder is from Sausal Corporation, with a Base Bid amount of \$7,638,200, which is \$3,191.800 below the Engineer's Estimate.

On September 14, 2020, the City received a bid protest from C. Overaa & Co. (**Attachment 4**). The protest was forwarded on to Sausal Corporation for review, and Sausal issued response dated September 18, 2020 (**Attachment 5**). Though there is no authority under the City's bid protest procedures for a protesting bidder to supplement their bid protest, C. Overaa & Co. issued a second bid protest letter to the City on September 23, 2020 – referred to as a sur-reply (**Attachment 6**). The protest and sur-reply were reviewed by City staff in consultation with the City Attorney's office, determined to be meritless, and City staff notified C. Overaa & Co. in writing on or about September 25, 2020 of its intent to recommend rejection of the bid protest to the City Council ("City Protest Response") (**Attachment 7**).

City staff recommends that the bid protest from C. Overaa & Co. be rejected as meritless for the reasons specified in the City Protest Response.

The following is a summary of the items raised in the protest and the City Protest Response.

1. Alleged Failure to List a Subcontractor for the Bituminous Membrane Roofing Work

The protest alleges that Sausal failed to list a subcontractor for the bituminous membrane roofing work thereby rendering Sausal's bid nonresponsive. Public Contract Code section 4101 only requires a bidder to list subcontractors who will perform any work in excess of one-half of 1% of its total bid amount. If a subcontractor is not listed in the bid for a specific construction trade in excess of one-half of 1% of the bid amount, the Public Contract Code requires the bidder to self-perform the work. In response to the City's request to Sausal for clarification regarding the subject matter, Sausal stated that it intends to self-perform the bituminous membrane roofing work. Based on the foregoing, the City is under no obligation to reject Sausal's bid as nonresponsive for failure to list a subcontractor for the bituminous membrane roofing work.

2. Alleged Failure to Provide a Notary Acknowledgement on the Bid Bond

The protest alleges that Sausal's failure to provide a notary acknowledgment for Sausal's signature on the bid bond renders Sausal's bid nonresponsive. This is an inconsequential defect. The bid bond is signed by Josh Ward, President, on behalf of Sausal Corporation and there is no dispute or disagreement about who signed the bid bond. Moreover, the surety also signed the bid bond and provided a notary acknowledgment (as well as an original attorney-in-fact certificate). Accordingly, the surety signed the bid bond guaranteeing that Sausal Corporation would execute the construction agreement if awarded the contract, and the bid bond is fully enforceable. Therefore, this is an immaterial deviation which the City may waive.

3. Alleged Abnormality on Sausal's Subcontractor Listing Form

Sausal provided incorrect information for one of its listed subcontractors – Concrete Builders. The protest claims that Sausal essentially listed two separate subcontractors for the same scope of work. However, there is nothing in the bid package to suggest that Sausal listed two subcontractors for the same scope of work. Rather, the mistake arises out of Concrete Builders providing incorrect information to Sausal, which in turn led Sausal to list incorrect information for Concrete Builders under the subcontractor listing form. Pursuant to applicable law as further discussed in the City Protest Response, the City is not required to reject Sausal's bid as nonresponsive due to the foregoing immaterial deviation.

Additionally, a bid advisory letter ("Union Letter") from Carpenter Local Union 405 ("Union") was received on September 15, 2020, requesting the City conduct a factual inquiry that Sausal Corporation qualifies as a "responsible" and "responsive bidder" (**Attachment 8**). Sausal Corporation reviewed the Union Letter and provided a written response ("Response Letter") received by the City on September 21, 2020 (**Attachment 9**). The City Attorney and City staff reviewed both the Union Letter and Response Letter. Below is the summary of the issues raised in the Union Letter.

1. Sausal Corporation's bid is unrealistically low in comparison with second lowest bid and engineer's estimate, raising the questions whether the bid is nonresponsive for not accurately reflecting the cost to perform the work and whether it violates Labor Code section 2810.

The Union is concerned that Sausal Corporation's bid is unrealistically low compared to the second lowest bid (approximate 7%) and the Engineer's Estimate. In turn, they claim that the bid doesn't accurately reflect the cost of the work and is in violation of Labor Code section 2810 because the City knows or should know there are not sufficient funds to allow Sausal to comply with all applicable laws. The Union also questions whether Sausal Corporation calculated its bid price correctly and, if so, whether they intend to pay prevailing wages in compliance with state prevailing wage law.

If Sausal Corporation calculated its bid price incorrectly because of a material mistake in filling out the bid, it had the opportunity to withdraw its bid under Public Contract Code section 5103, but it did not. Additionally, the Response Letter does not suggest that Sausal Corporation calculated its bid price incorrectly. Further, the Contract Documents require Sausal Corporation to comply with all applicable laws, including, but not limited to, the California Labor Code and state prevailing wage law. At the same time, there are mechanisms in place for the City to enforce compliance. Sausal Corporation will be required to provide a performance bond guaranteeing completion of the Project and a payment bond guaranteeing that all subcontractors, material suppliers, equipment suppliers and laborers will be paid – labor must be paid at applicable prevailing wage rates. Notably, in the past five years, Sausal Corporation has not been assessed back wages or penalties for failure to comply with these codes and laws.

City staff determined that no further action is required in response to this matter based on the lack of any substantive issues impacting the responsiveness of Sausal Corporation's bid or Sausal Corporation's attributes as a responsible bidder.

2. Sausal Corporation's bid may be nonresponsive for failing to disclose Civil Wage and Penalty Assessments (CWPAs) Issued by the DIR's Division of Labor Standards Enforcement.

The Union Letter alleges that Sausal Corporation failed to disclose Civil Wage and Penalty Assessments (CWPA) issued by the Department of Industrial Relations ("DIR") against two of Sausal Corporation's subcontractors within the last five years. However, Sausal did not list either of the referenced subcontractors for the Project and is, therefore, not required to disclose the CWPA claims. Additionally, the Response Letter points out that one claim involved a project that was completed in 2014, more than five years ago, and that the other matter was dismissed by the hearing officer.

City staff determined that no further action is required in response to this matter as it does not raise any actionable issues.

3. Sausal Corporation may not be a responsible bidder as required by the Public Contract Code for the following reasons:

Potential Failure to Adequately Screen Subcontractor Tri Valley Excavating

The Union Letter states the Contractor State License Board (CSLB) database shows "Pending Disciplinary Action" against Tri Valley Excavating, one of Sausal Corporation's listed subcontractors. City staff contacted Sausal Corporation and was advised that the action was resolved in 2017. By law, CSLB is required to post a "Pending Disciplinary Action" for five years. Further, even if it was discovered that Tri Valley Excavating was not licensed to perform on the Project, Sausal Corporation could substitute them under Public Contract Code section 4107.

City staff determined that no further action is required in response to this matter as it does not raise any actionable issues.

History of Litigation

The Union Letter states two lawsuits were filed by subcontractors in 2014 and 2015 against Sausal Corporation for failure to pay for work completed on the same public project. On one of the lawsuits, the public agency owner rejected the claim by the subcontractor. The other lawsuit was dismissed. Since the lawsuits were not within the past five years, Sausal Corporation was not required to disclose this information. Additionally, the City during the prequalification process evaluated and reviewed Sausal Corporation's history of litigation and is comfortable with moving forward with Sausal Corporation.

City staff determined that no further action is required in response to this matter as it does not raise any actionable issues.

Delays on Past School and College Projects

The Union Letter identifies two project delays in 2014 and 2016. The project owners approved the contract time extensions requests, and both projects were completed without any claims, litigation or liquidated damages. Delays are not unusual on a construction project and can be caused by a multitude of factors such as design changes or unforeseen conditions. In addition, the Union Letter specifies a construction defect on one of the projects that caused delay of completion. It was determined to be a design related issue and not due to Sausal Corporation or its subcontractor's work. Further, the City during the prequalification process checked all references provided and determined that the Sausal Corporation is qualified as a responsible bidder capable of performing the Project.

City staff determined that no further action is required in response to this matter as it does not raise any actionable issues.

OSHA Violations

The Union Letter states, regarding OSHA, there were “serious violations” committed in 2016 by Sausal Corporation. Staff reviewed the documentation of the violations and determined the violations were actually categorized as “other,” which is not consistent with the claim in the Union Letter of “serious violations.” In the past five years, Sausal Corporation has not been assessed any “serious”, “willful”, or “repeat” violations of safety or health regulations by California or Federal OSHA. In 2019/2020, Sausal Corporation had an Experience Modification Rate (EMR) of 0.64, less than the industry average of 1.0 (EMR below 1.0 is considered safer than average). Further, as part of the prequalification process, the City reviewed Sausal Corporation’s compliance with safety laws and regulations and determined that Sausal Corporation did not have any noncompliance issues substantively affecting their ability to perform the Project.

City staff determined the OSHA violations were minor and no further action is required in response to this matter.

Staff recommends the City Council adopt a Resolution (**Attachment 1**) to reject the bid protest from C. Overaa & Co., waive immaterial bid deviations, and award a construction contract to Sausal Corporation for a total contract amount of \$7,638,200. There is sufficient funding available in the Project budget to award this contract and no additional funding appropriation is required.

The construction contingency established for the Project is \$1,200,000, which is approximately 15% of the total contract value. 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 (**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

Staff also recommends the approval of Amendment No. 1 to the Design Services Agreement with SKA to provide additional compensation for construction support services. Construction support services would include assistance in reviewing the contractor’s schedule, responding to questions from the contractor, and minor design changes required to complete construction, if needed. Staff has negotiated a scope and fee for Amendment No. 1 for a price not to exceed \$75,000 (**Attachment 11**), which is considered reasonable for the scope of services. No additional funding appropriation is required for Amendment No. 1 to the Design Services Agreement with SKA.

Policy Alternative:

Alternative: Do not reject the bid protest and do not award the construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation.

Pros: None

Cons: The Project is on schedule to start construction in early 2021, which will allow completion of the building enclosure by Fall 2021 and avoid potential weather delays. Not awarding the contract will delay the Project for up to six months and will likely increase Project costs by an estimated amount of \$1,000,000, which would have to be funded from reserves.

Reason not recommended: It is recommended the Project be awarded to Sausal Corporation to ensure the Project remains on schedule and within budget.

Fiscal Impact:

The FY 2020-21 Adopted Budget assumed the construction cost for the improvements to be \$15.7 million financed with the issuance of \$13 million in general fund lease revenue bonds for the replacement of Fire Station No.2. Based on the competitive bidding environment primarily for the construction contract, on October 20, 2020, the City Council approved the sale and issuance of \$9.6 million bond, a decrease of \$3.4 million. Therefore, staff recommends reducing the financing source and project budget by \$3.4 million.

Even with the recommended budget adjustment, there is sufficient funding available to award the construction contract and authorize Amendment No. 1 to the Design Services Agreement with SKA. As of August 31, 2020, the available Project funding is as follows:

2020 Lease Revenue Bonds	\$9,600,000
General Government CIP Fund	\$2,530,000
Available Project Budget	\$ 12,130,000

Summary of Estimated Construction Cost

Construction Contract	\$ 7,638,200.00
15% Construction Contingency	\$ 1,200,000.00
Administration and Inspection	\$ 600,000.00
Design Services Agreement - Amendment No.1	\$ 75,000.00
Total Estimated Cost	\$ 9,513,200.00

The remaining funds in the Project of about \$2.6 million are needed to cover other Project costs such as lease payments and demobilization for the temporary fire station, moving costs from the temporary to the permanent facility, as well as staff and soft costs.

California Environmental Quality Act:

The Project qualifies for categorical exemption under Class 2 "Replacement or Reconstruction" as defined in CEQA Guidelines Section 15302.

Recommendation:

Adopt a resolution to:

- (i) Reject a bid protest from C. Overaa & Co.;
- (ii) Waive immaterial bid deviations in Sausal Corporation's bid;
- (iii) Award a construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation, in the amount of \$7,638,200;
- (iv) Authorize the City Manager to execute the construction contract with Sausal Corporation;
- (v) Authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$1,200,000;
- (vi) Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for construction support services on the Project;
- (vii) Approve a budget amendment for the Fire Station No. 2 Replacement (Project No. 3447) by reducing lease revenue bonds proceeds and construction costs by \$3.4 million.

Attachments:

- 1: Resolution
- 2: Bid Results
- 3: Change Order Policy
- 4: Bid Protest from C Overaa & Co.
- 5: Sausal Protest Response Letter
- 6: Sur-reply from C Overaa & Co.
- 7: City Protest Reponse
- 8: Carpenter Local Union 405 Bid Advisory Letter
- 9: Sausal Union Bid Advisory Letter Response
- 10: Design Service Agreement with SKA
- 11: Amendment No. 1 to Design Service Agreement with SKA
- 12: Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS REJECTING A BID PROTEST FROM C. OVERAA & CO., WAIVING IMMATERIAL BID DEVIATIONS AND AWARDING A CONSTRUCTION CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID, SAUSAL CORPORATION, IN THE AMOUNT OF \$7,638,200 FOR THE FIRE STATION NO. 2 REPLACEMENT, PROJECT NO. 3447, AND AUTHORIZING THE ENGINEERING DIRECTOR/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$1,200,000 FOR THE PROJECT, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT WITH SHAH KAWASAKI ARCHITECTS

WHEREAS, Project No. 3447, Fire Station No. 2 Replacement (“Project”) is in the approved 2020-2025 Capital Improvement Program; and

WHEREAS, on December 4, 2018, the City Council authorized the City Manager to execute a Design Services Agreement with Shah Kawasaki Architects (“SKA”) in an amount not to exceed \$913,494.00 for the Project; and

WHEREAS, on January 7, 2020, the City Council approved the Project plans and specifications and authorized the advertisement of the bidder prequalification package; and

WHEREAS, on March 3, 2020, the City Council approved the list of four pre-qualified bidders for the Project; and

WHEREAS, the Engineer’s Estimate for the Project Base Bid items is \$10,830,000; and

WHEREAS, the Project was bid in accordance with the bidding requirements under the Uniform Public Construction Cost Accounting Act; and

WHEREAS, on September 10, 2020, four sealed bid proposal were received. The base bid pricing varies between 4% to 29% under the Engineer’s Estimate; and

WHEREAS, one bid protest from C. Overaa & Co. was filed with the City within five (5) days of the bid opening; and

WHEREAS, the bid protest from C. Overaa & Co., was deemed meritless and a notice of intent to reject the bid protest was delivered to C. Overaa & Co. (“Notice”); and

WHEREAS, the lowest responsible bidder submitting a responsive bid is Sausal Corporation, in the base bid amount of \$7,638,200; and

WHEREAS, sufficient funds are available in the Project budget to award the base bid item under Sausal Corporation’s bid in the amount of \$7,638,200; and

WHEREAS, staff recommends the City Council reject the bid protest from C. Overaa & Co., as meritless for the reasons specified in the Notice, waive the missing notary acknowledgment for the person signing on behalf of Sausal Corporation as an immaterial deviation in the bid, and award a construction contract for the Base Bid items to Sausal Corporation, the lowest responsible bidder submitting a responsive bid, and authorize the City Manager to execute a contract in the total amount of \$7,638,200 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 \$1,200,000; 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; and

WHEREAS, staff recommends the City Council approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for construction support services on the Project.

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 rejects the bid protest from C. Overaa & Co., as meritless for the reasons specified in the Notice.
3. The City Council waives immaterial bid deviations in Sausal Corporation's bid.
4. 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, Sausal Corporation, for the Base Bid scope of work in the amount of \$7,638,200 for the Project.
5. The Engineering Director/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$1,200,000 for the Project.
6. The City Council approves and authorizes the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for construction support services on the Project.

PASSED AND ADOPTED this _____ day of _____, 2020, 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: Fire Station No.2 Replacement
Project No. : 3447
Bid Date: September 10, 2020 at 2:00 PM

		Apparent Low Bidder				
		Engineer's Estimate	Sausal Corporation	C. Overra & Co.	DL Falk Construction Inc.	Angeles Contractor, Inc.
Item	DESCRIPTION	Cost	Cost	Cost	Cost	Cost
1	Construct New Fire Station	\$9,980,000.00	\$7,413,800.00	\$8,074,000.00	\$9,293,000.00	\$10,107,100.00
2	Mobilization & Demobilization	\$750,000.00	\$150,000.00	\$400,000.00	\$120,000.00	\$80,000.00
3	SWPPP	\$50,000.00	\$47,400.00	\$15,000.00	\$35,000.00	\$82,000.00
4	Sheeting, Shoring and Bracing	\$30,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$0.00
5	Covid 19 Health Order Job Site Compli	\$20,000.00	\$26,000.00	\$10,000.00	\$56,000.00	\$102,900.00
Base Contract Work (Labor, material, services, equipment)		\$10,830,000.00	\$7,638,200.00	\$8,500,000.00	\$9,519,000.00	\$10,372,000.00

List of Sub-Contractors

Description	Sausal Corporation	C. Overra & Co.	DL Falk Construction Inc.	Angeles Contractor, Inc.
Electrical	Con J Franke	Kaave	AMP Electric	KAAVE
Vehicle Exhaust	Air Exchange	Air Exchange		
CIP concrete	Concrete Builders	Landavazo	Jalos Concrete	Concrete Builders
Polished Concrete Flooring	BAC		Bakers Floor and Surface	
Brick unit masonry	Townsend & Schmidt	Townsend	Stoney Masonary	Townsend
Structural and Misc Steel	Martin's steel works		Martin's steel works	Martin's steel works
Architectural wood work	OCSI	Freemont	GH Fixtures	
Thermal insulation	Coast	Coast Building	Coast Building Products	
Metal wall panels	Four Cs	Tecta America	Four Cs	Four Cs
Alum and Glass sectional OH Doors	Byron Epp		AAC Glsas	AAC Glsas
Entrances and storefronts	American Glass	National Glass		
Gypsum Board Assemblies	Harrison Drywall	Harrison	Ironwood commercial builders	
Acoustical Celilings	Dana Kitchens	High Point	Highpoint Acoustics	
Painting and Coating	Valdez	Valdez	Valdez	
Fire Suppression System	Marquee	FootHill	Marquee fire protection	
Plumbing	Dinelli	DA Bender	Plumbing Syrell	Cal Pacific
Diesel Fuel System	Bagley	Bagley		
HVAC	Sullivan	Lefco	Sullivan heating	Coolmart
Earthwork	Tri Valley			Azul
Paver	Earth Shelter			
Landscaping	TD Builder	TD Builders	JJ Nguyen Inc	Eggl Landscape
Site Utilities	Pipe Net Inc			

Fence and Gate			Crusader fence	Pisor Fence
Rough Carpentry and Drywall		Richard Hancock		GMG
Millwork				Fremont's Millwork
Roofing		Tecta America	State roofing	State Roofing
Doors				Commercial
Overhead door		Byron EPP		Vyron
Fire Sprinkler				Bsaeline
Fuel Storage System			Bagleur enterprises	
Earthwork and utilities		bay cities grading and paving	bay cities grading and paving	
Concrete steel reinforcing		MCR	Camblin Steel	
Garage Doors			National Door Co	
Pavers		Alpha & Omega		
Metals		Weldway		
Membrane Roofing		State Roof		
Folding Gate		Byron EPP		

Construction Change Order Policy for Fire Station No. 2 Replacement, Project No. 3447.

2007 City Council Approved Construction Change Order Policy

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

Fire Station No.2 Replacement Project Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$7,638,200	N/A	\$ 1,200,000



200 Parr Boulevard
Richmond, CA 94801
Tel 510-234-0926
Fax 510-237-2435
www.overaa.com

September 14, 2020

Lyhak Eam, P.E.,
Associate Civil Engineer, at City of Milpitas
The City of Milpitas
City Hall
455 E. Calaveras Boulevard
Milpitas, CA 95035
(408) 586-3349
Email: Leam@ci.milpitas.ca.gov

Re: Milpitas Fire Station No. 2 Replacement Bid Opening September 10, 2020, 2:00pm

Dear Lyhak Eam, P.E.,

C. Overaa & Co. ("Overaa") hereby protests the award of the Milpitas Fire Station No. 2 Replacement project that bid on September 10, 2020, to any bidder other than Overaa. Overaa submitted the lowest responsive bid. Sausal Corporation ("Sausal") violated mandatory provisions of the Milpitas Fire Station No. 2 Replacement bidding requirements and California law, and Sausal's bid should be rejected.

This letter is intended to be:

1. A protest against an award of the Contract to Sausal, because Sausal's bid was non-responsive. Sausal failed to meet specific requirements detailed in the project documents for Subcontractor Listings, Modified Bituminous Membrane Roofing, and Completion of Bid Forms.
2. A protest against the award to Sausal due to several material abnormalities and irregularities on their bid form. Sausal had abnormalities and irregularities regarding subcontractor listings for Concrete Builders.
3. A request under Gov. Code Section 54954.1 for mailed notices of all meetings of the Milpitas City Council at which any issues pertaining to the award of the Contract are on the agenda. If there is any fee or other requirement for this service, please let us me know so that I can make the proper arrangements to receive these notices.
4. A request to be informed when any staff reports or recommendations concerning any issues pertaining to the award of the Contract are available to the public, so I can review those reports or recommendations.

Sausal's bid does not meet the specification requirements listed in the bid documents and gained an unfair bid advantage by not complying with the specifications for Subcontractor Listings, Modified Bituminous Membrane Roofing, and Completion of Bid Forms.



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Richmond, CA 94801
Tel 510-234-0926
Fax 510-237-2435
www.overaa.com

Subcontractor Listings

Per specification section 00 21 13 – Instructions to Bidders - 9 Subcontractors:

9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

Sausal failed to list a subcontractor for specification 07 52 00 Modified Bituminous Membrane Roofing. This scope is well in excess of one half of one percent (0.5%) mandating a subcontractor listing as stated in specification 00 21 13 – Instructions to Bidders – 9 Subcontractors. Sausal was the only bidding general contractor to not list a membrane roofing subcontractor and Overaa's lowest membrane roofing quote was 2% or four times the listing requirement (as indicated on its bid form). This is a clear violation of the bid documents and subcontractor listing requirements as this opens up the opportunity for Sausal to bid shop after the public bid opening. **Sausal's bid must be rejected as it is non-responsive.**

Modified Bituminous Membrane Roofing

Per specification section 07 52 00 – 1.5 Quality Assurance:

1.5 QUALITY ASSURANCE

- A. Sustainability Requirements: Comply with CALGreen requirements including those relative to energy efficiency.
- B. Installer Qualifications: Roofing manufacturer certified or approved.
- C. Supervisor: Installer to maintain full-time supervisor/foreman who is on jobsite during roofing work who is experienced in installation of roofing system specified.

Sausal failed to provide a subcontractor listing for Modified Bituminous Membrane Roofing. This indicates one of two scenarios: 1. Sausal's bid for Modified Bituminous Membrane Roofing was less than the subcontractor listing amount of one half of one percent (0.5%) or 2. Sausal will self-perform the Modified Bituminous Membrane Roofing scope. As previously detailed the scope of work for Modified Bituminous Membrane Roofing is well in excess of one half of one percent (0.5%). In addition Sausal cannot self-perform this work because they are not a certified or approved installer per specification section 07 52 00 – 1.5 Quality Assurance. Sausal gained an unfair bid advantage by not listing a subcontractor for a scope of work that is over one half of one percent (0.5%) and that they cannot self-



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perform. This opens up the opportunity for Sausal to bid shop after the public bid opening. **Sausal's bid must be rejected as it is non-responsive.**

Completion of Bid Forms

Per specification section 00 21 13 – Instructions to Bidders - 7 Completion of Bid Forms:

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED.** Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

Sausal deviated from filling out the bid forms per specification 00 21 13 – Instructions to Bidders – 7 Completion of Bid Forms by not filling out / notarizing page 27 of 00 41 43 – Bid Forms (attachment 1). This form is required to be executed for a bid form to be considered complete and it is clearly blank. **Because of this, Sausal's bid must be rejected as it is non-responsive.**

Since Sausal's bid does not promise to do what is required by the bid documents, Sausal's bid is nonresponsive and must be rejected. *See also MCM Const., Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359 (rejection of bid as nonresponsive was proper because it failed to comply with specification).

Sausal's bid form contains several abnormalities and irregularities on their bid form regarding subcontractor listings for Concrete Builders.

CIP Concrete

Sausal listed two separate sets of subcontractor information for CIP Concrete (attachment 1). Their listing states: Concrete Builders – El Dorado Hills – 801786 – 1000000297 – CIP Concrete – 6.4%. The issue is the subcontractor name and location provided "Concrete Builders" and "El Dorado Hills" has license and DIR number of 981710 and 1000033703. This does not match Sausal's bid form listing of 801786 and 1000000297. This license and DIR number are for a company called "Concrete Services" located in Sacramento. Essential Sausal has listed two separate subcontractors for the same scope of work. This provided Sausal an unfair competitive advantage and opens up the opportunity for Sausal to bid shop after the public bid opening. It is a basic rule of competitive bidding that bids must conform to the specifications, and if a bid does not conform, it may not be accepted. (*Cypress Sec., LLC v. City and County of San Francisco* (2010) 184 Cal.App.4th 1003, 1015; *Taylor Bus. Service, Inc. v. San Diego Bd. Of*



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Education (1987) 195 Cal.App.3d 1331, 1339.) Bids which are not strictly responsive can only be accepted if the deviation could not have affected the amount of the bid or given a bidder an advantage or benefit not afforded other bidders. (Konica Business Machines, U.S.A., Inc. v. Regents of the University of California (1988) 206 Cal.App.3d 449, 454-455.) **BHM's gained an unfair competitive advantage and their bid shall be deemed non-responsive.**

Conclusion

Under California's competitive bidding statutes, a contract must be awarded to the lowest responsive bidder. To be responsive, a bid must conform to the material terms of the bid package. City of Inglewood v. Los Angeles County Civic Center Authority (1972) 7 Cal.3d 861. A bid that differs materially from the bid specifications must be rejected. Stimson v. Hanley (1907) 151 Cal. 379. Typically, the material terms of a bid are those that affect price, quantity, quality, or delivery and those terms that the bid package clearly identifies as mandatory. Pozar v. Department of transp. (1983) 145 Cal.App.3d 269. A bid also fails to comply materially with the bid package if it gives the bidder an unfair competitive advantage over other bidders. Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175. In addition to bid irregularities affecting pricing and the mandatory terms of the bid package, a bidder gains an unfair advantage if a mistake in its bid gives the bidder the right to withdraw its bid without forfeiting its bid bond. (See California Public Contract Code Section 5103.).

Under California competitive bidding statutes, Sausal failed by:

1. Sausal failed to meet specific requirements detailed in the project documents.
2. Sausal had abnormalities and irregularities for: Concrete Builders.
3. These errors gave Sausal an unfair advantage over other bidders.

California law precludes the City from waiving the errors in Sausal's bid. Sausal's bid contains several abnormalities, as a result, Overaa is the lowest responsive and responsible bidder and pursuant to public contracts code section 22038 the city must award the project to the lowest responsible bidder submitting a responsive bid or reject all bids received.

Overaa believes that The City of Milpitas should:

- Reject Sausal's bid as non-responsive.
- Determine that Overaa's bid is responsive, and
- Award the Contract to Overaa as the lowest responsive bidder.

Sincerely,

C. OVERAA & CO.



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Richmond, CA 94801
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Fax 510-237-2435
www.overaa.com

A handwritten signature in blue ink, appearing to read "Larry Etcheverry".

Larry Etcheverry
Vice President, Estimating

Cc: Larry Etcheverry, Overaa, via. Email
Jerry Overaa, Overaa, via. Email
Cody Lee, Overaa, via. Email

Sausal, Josh Ward, President, via facsimile (925)568-2525 & Email: sausal@sausal.net

Attached: Attachment 1

00 41 43 – BID FORMS

1.1 Bid Acknowledgement.

NAME OF BIDDER: Sausal Corporation

To the Honorable City Council of the City of Milpitas, attn City Clerk:

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

MILPITAS FIRE STATION NO.2 REPLACEMENT

- A We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Contract Documents for the Total Bid Price indicated herein.
- B The undersigned agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.
- C The undersigned has by careful examination of the Contract Documents and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the plans and specifications, and the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.
- D The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

List Addenda No's. 1, 2, 3

- E Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms which have been completed and executed by undersigned Bidder:

1. Designation of Subcontractors form.
2. Bidder Information and Experience form.
3. Noncollusion Declaration form.
4. Iran Contracting Act Certification form.
5. Public Works Contractor Registration Certification form.

6. Attached is the completed Wage Theft Certification form.
7. Contractor's Certificate Regarding Workers' Compensation form.
8. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
- F If awarded a contract, the undersigned hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within fourteen (14) days after the City provides the successful bidder with the Notice of Award.
- G Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.
- H Bidder is an individual _____, or corporation X, or partnership _____, organized under the laws of the State of California.
- I Bidder represents and confirms that license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):
281425 1-31-2022 "B"
-
-

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

(SIGNATURES CONTINUED ON NEXT PAGE)

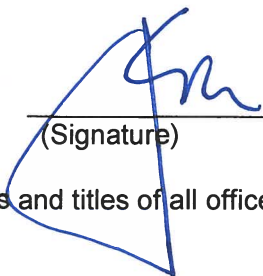
J The undersigned that the representations made herein herein are true and correct and all of the information submitted in connection with this Bid are made under penalty of perjury under the laws of the State of California.

Executed at Concord, CA, on this 8th day of September, 2020.

(Bidder's Name – Print or Type)

Josh Ward, President
(Name and Title)

(Corporate Seal)


(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name James E Ward Title Chairman

Complete Address 3550 Willow Pass Road Concord, CA 94519

Phone 925-568-2200 Fax 925-568-2525

Name Josh Ward Title President

Complete Address 3550 Willow Pass Road Concord, CA 94519

Phone 925-568-2200 Fax 925-568-2525

Name Leslie L Ward Title Secretary

Complete Address 3550 Willow Pass Road Concord, CA

Phone 925-568-2200 Fax 925-568-2525

Name _____ Title _____

Complete Address _____

Phone _____ Fax _____

1.2 BID SCHEDULE

Base Bid Item #1: Construct New Fire Station

This item includes provision of all labor, material, services and equipment, necessary for the completion of all Work shown in the attached plans and described in the attached specifications and other Contract Documents suitable for its intended use, and all other work except those items included in bid items #2 through 5

Seven Million four hundred thirteen thousand eight hundred Dollars (\$ *7,413,800.00*)

Base Bid Item #2- Mobilization & Demobilization

This item includes provisions for all labor, materials and equipment necessary for Mobilization/ Demobilization, as described in the Specifications.

one hundred fifty thousand Dollars (\$ *150,000.00*)

Base Bid Item #3- SWPPP

This item includes provision for all labor, materials and equipment necessary for the completion of a Storm Water Pollution Prevention Plan (SWPPP) and all surface-water pollution prevention and erosion control measures, as described in the specifications.

Forty seven thousand four hundred Dollars (\$ *47,400.00*)

Base Bid Item #4- Sheeting, Shoring and Bracing

This item includes provision for all labor, materials and equipment necessary for the completion of Sheeting, Shoring and Bracing or Equivalent Method.

one thousand Dollars (\$ *1,000.00*)

Base Bid Item #5- Covid 19 Health Order Job Site compliance & Protocols

This item includes provision for all labor, material and equipments necessary to comply with all applicable and current health order laws and regulations including but not limited to OSHA and Cal-OSHA.

Twenty six thousand Dollars (\$ *26,000.00*)

Total Base Bid (Base Bid Item #1 + 2 + 3 + 4 +5)

Seven million six hundred thirty eight thousand two hundred Dollars (\$ *7,638,200.00*)

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the

performance of the Work. The Contractor's bid price will include all safety protocols as prescribed in the Contractor's COVID-19 Plan including social distancing and mandated facial coverings to ensure a safe jobsite.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Price" column, then the amount set forth in the "Item Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

Alternate Bids	Description	Unit of Measure	Estimate Qty	Unit Price	Total Item Price
ALTERNATE #1 ☐ Add ☐ Deduct					
ALTERNATE #2 ☐ Add ☐ Deduct					
ALTERNATE #3 ☐ Add ☐ Deduct					
ALTERNATE #4 ☐ Add ☐ Deduct					
ALTERNATE #5 ☐ Add ☐ Deduct					
ALTERNATE #6 ☐ Add ☐ Deduct					

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

As stated in the Instructions to Bidders, Bidder is required to complete at least **20%** of the contract value with its own forces. Bidder shall indicate the value of each subcontractor's work and the sum may not exceed the allowable amount.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of the Work
Electrical	Con J Franke	Stockton	288366	1000000355	10%
Vehicle Exhaust	Air Exchange	Fairfield	664135	1000011166	2.1%

(Attach additional sheets if necessary)

Name of Bidder General Corporation

Signature [Signature]

Name and Title Josh Ward, President

Dated 9.8.2020

Continued

SUBCONTRACTOR LIST

SUBCONTRACTOR NAME AND EMAIL ADDRESS	LOCATION OF BUSINESS	CSLB NO.	DIR REG NO.	PORTION OF WORK TO BE PERFORMED	PERCENT OF WORK
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1 . Concrete Builders	El Dorado Hills	801786	1000000297	CIP Concrete	6.4%
2 . BAC	Livermore	242104	1000005107	Polished Concrete Flooring	0.6%
3 . Townsend & Schmidt	Sacramento	186559	1000000879	Brick Unit Masonry	1.8%
4 . Martin's Steel Works	Vacaville	1006101	1000042475	Structural and Misc. Steel	5.5%
5 . OCSI	Orland	189381	1000000526	Architectural Woodwork	1.6%
6 . Coast	Santa Clara	465440	1000650447	Thermal Insulation	0.9%
7 . Four Cs	Fresno	908294	1000002824	Metal Wall Panels	4.4%
8 . Byron Epp	Laguna Hills	433078	1000014101	Alum and Glass Sectional OH Doors	2.5%
9 . American Glass	Livermore	1051657	1000367971	Entrances and Storefronts	2.4%
10 . Harrison Drywall	San Francisco	620446	1000004951	Gypsum Board Assemblies	2.3%
11 . Dana Kitchens	Santa Rosa	744400	1000021942	Acoustical Ceilings	0.9%
12 . Valdez	Sacramento	897696	1000010016	Painting and Coating	0.6%
13 . Marquee	Sacramento	570970	1000000041	Fire Suppression System	1.1%
14 . Dinelli	Foster City	801472	1000000999	Plumbing	6.3%

BIDDER'S COMPANY NAME: **Sausal Corporation**

15	Bagley	Lodi	774802	1000012690	Diesel Fuel System	1.2%
16	Sullivan	Martinez	887975	1000003181	HVAC	6.4%
17	Pacific Power & Systems	Fairfield	458315	1000000158	Electrical	14.04% <i>mm</i>
18	Tri Valley	Sunol	541927	1000010833	Earthwork	3.68%
19	Earth Shelter	Lodi	494023	1000007511	Pavers	0.84%
20	TD Builder	San Mateo	1057829	1000526215	Landscaping	1.85%
21	Pipe Net, Inc.	Gilroy	786366	1000009680	Site Utilities	3.96%
<i>Con J Franke</i> <i>Stockton</i> <i>288366</i> <i>100000355</i> <i>Electrical</i> <i>10.2%</i>						

BIDDER'S COMPANY NAME: Sausal Corporation

1.4 Bidder Information and Experience Form

Changes Occurring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

no changes

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

A. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Sausal Corporation
Signature [Signature]
Name Josh Ward
Title President
Date 9-8-2020

1.5 Non-Collusion Declaration

The undersigned declares:

I am the President of Sausal Corporation, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9-8-2020 [date], at Concord [city], California [state].

Name of Bidder Sausal Corporation
Signature [Signature]
Name Josh Ward
Title President

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____
Printed Name: Josh Ward
Title: President
Firm Name: Saeyal Corporation
Date: 9.8.2020

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Sausal Corporation

DIR Registration Number: 1000001877

DIR Registration Expiration: 6-30-2022

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Sausal Corporation

Signature [Signature]

Name and Title Josh Ward, President

Dated 9-8-2020

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Wage Theft Certification

The Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder and its subcontractors' status in regard to wage theft is true and correct:

☒ Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.

☐ The Bidder or its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline. For each violation, the Bidder shall provide a copy of (i) the final court order and/or final administrative decision/action; and (ii) documents demonstrating either that the order/decision/action has been fully satisfied, or if the order/decision/action has not been fully satisfied, documents evidencing a payment or other alternative plan approved by the court/government agency to satisfy the order/decision/action and proof that the Bidder or its subcontractors are in compliance with that plan as of the bid submission deadline.

☐ The City has exempted the Bidder from the requirements of the City of Milpitas Wage Theft Procurement Policy.

Signature: Josh Ward

Printed Name: Josh Ward

Title: President

Firm Name: Sausal Corporation

Date: 9.8.2020

1.9 Contractor's Certificate Regarding Workers' Compensation.

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.

Name of Bidder Sausal Corporation
Signature [Signature]
Name Josh Ward
Title President
Dated 9-8-2020

1.10 Bid Bond

Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.

The makers of this bond are, Sausal Corporation, as Principal, and North American Specialty Insurance Company, as Surety and are held and firmly bound unto the City of Milpitas, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated September 10, 20 20, for Milpitas Fire Station No. 2 Replacement.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 24th day of August, 2020, the name and corporate seal of each corporation.

(Corporate Seal)

Sausal Corporation

Contractor/Principal

By Josh Ward

Title Josh Ward, President

(Corporate Seal)

North American Specialty Insurance Company

Surety

By Jon Richard Sullivan

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Jon Richard Sullivan, Attorney-in-Fact

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

PLEASE SEE ATTACHED NOTARY ACKNOWLEDGMENT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

ACKNOWLEDGMENT

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

State of California
County of Marin)

On August 24, 2020 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Karen Rhodes (Seal)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

MICHAEL B. MCGOWAN, SUSAN J. MCGOWAN, DEBBIE L. WELSH
JON RICHARD SULLIVAN, KAREN RHODES, and TRISHA CHANG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company, when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17 day of JANUARY, 2018.

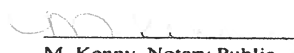
North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

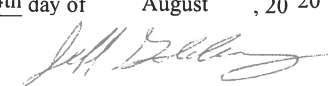
On this 17 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of August, 2020.


Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

At 2:00 p.m. on September 10, 2020, all bidders will submit their bids as set forth in bid documents and as amended by the following:

ADDENDUM No. 1

In order to minimum the exposure and limit the spread of Covid-19, instead of in-person pre-bid meeting, the City will be conducting a zoom conference call meeting. The meeting will be held on August 6, 2020 at 10:00AM via Zoom meeting.

Interested bidders shall contact Lyhak Eam, P.E. at 669-263-3257 or email at Leam@ci.milpitas.ca.gov to get the call-in information.

END OF ADDENDUM No. 1

This addendum shall be signed by each bidder and kept for their files. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

I, Josh Ward
representing Sausal Corporation
have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

This addendum is issued by

Michael Silveira
Michael Silveira, P.E.
CIP Manager

7/27/2020
Date

At 2:00 p.m. on September 10, 2020, all bidders will submit their bids as set forth in bid documents and as amended by the following:

ADDENDUM No. 2

Enclosed is the minute for the pre-bid meeting that was held on 08/06/2020 at 10:00AM via Zoom Meeting.

Please contact Lyhak Eam, P.E. at 669-263-3257 or email at Leam@ci.milpitas.ca.gov for any questions related to this bid.

END OF ADDENDUM No. 2

This addendum shall be signed by each bidder and kept for their files. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

I, Joan Ward

representing

Sausal Corporation

have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

This addendum is issued by

Michael Silveira

Michael Silveira, P.E.
CIP Manager

08-07-2020

Date

ATTACHMENTS

- **Exhibit A** : DIR Newsline
- **Drawings:** C-002, C-003, C-006, L-001, L-003, A-101, A-104, P1.0, P2.3 and ES-102

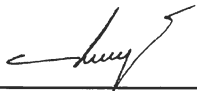
Please contact Lyhak Eam, P.E. at 669-263-3257 or email at Leam@ci.milpitas.ca.gov for any questions related to this bid.

END OF ADDENDUM No. 3

This addendum shall be signed by each bidder and kept for their files. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

I, Josh Ward, President
representing Sausal Corporation
have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

This addendum is issued by


Lyhak Eam, P.E.
Associate Civil Engineer

08-28-2020

Date

REPLY TO:

SMITHCURRIE

CRAIG WALLACE

ATTORNEY AT LAW
TEL: 415 394-6688
cwwallace@smithcurrie.com

September 18, 2020

Via email: Leam@ci.milpitas.co.gov

Lyhak Eam, P.E.
Associate Civil Engineer
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Re: *Milpitas Fire Station No. 2 Replacement
Project No. 3447
Response to Overaa Bid Protest dated 09.14.20*

Dear Mr. Eam:

We represent Sausal Corporation. We write to respond to Overaa's 09.14.20 bid protest on the Milpitas Fire Station No. 2 Replacement Project. Overaa's bid protest should be rejected and the contract awarded to Sausal as the lowest responsible bidder. Overaa asserts three reasons for protesting Sausal's bid and we address those in order. We observe that Overaa's letter identifies three basis for its protest, although it includes a list with four items, and only two of those four have to do with the bid protest. The latter two items have nothing to do with the bid protest.

Overaa argues that Sausal "failed to list a subcontractor for specification 07 52 00 Modified Bituminous Membrane Roofing." There is no bid requirement to list such a subcontractor, and Overaa does not identify any bid requirement. The Instructions to Bidder (00 21 13), at Section 29 (p.11) require a bid protester to specifically identify the irregularity or accusation, and that failure to do so is a basis to reject the protest. Overaa argues that because it believes the line item for this amount exceeds 0.5% of the bid amount, a subcontractor is required to be listed. While Overaa explains what it did on its own bid, it does not identify a bidding requirement to list such a subcontractor. There is no such requirement. Moreover, even if the line item exceeds the 0.5% threshold and a subcontractor is not listed, there are other



SMITHCURRIE.COM

SUITE 1300
275 BATTERY STREET
SAN FRANCISCO, CA 94111

OFFICE 415 394 6688
FAX 415 394 6687

options, for example, correction for an inadvertent clerical error could be sought under proper circumstances (PCC §5103) or the prime could have decided to self-perform the scope (PCC §4106). Accordingly, this is not a ground to reject Sausal's bid.

Next, Overaa argues Sausal "deviated" from filling out the bid form because it did "not fill[] out/notarize page 27 of 00 41 43 – Bid forms (attachment 1)." That page is a boiler plate Notary Acknowledgment form for Sausal's bid bond. Overaa ignores the fact that Sausal did include a notary acknowledgement in its bid, which appears immediately after the Notary Acknowledgement form with which Overaa takes issue. That satisfies the bid requirement. Moreover, the sole and singular purpose of the notary acknowledgement is to confirm the person who signs the bid bond document is who they represent they are, and not that the document is accurate or valid. The notary acknowledgement confirms this because it states, "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document." Overaa does not take issue with the identity of the individual who signed the bid bond, cite any bidding requirement as to the notarization regarding the bid bond, or raise any issue related to the validity of the bid bond. Inasmuch, Overaa's assertion of a bid irregularity does not have any merit.

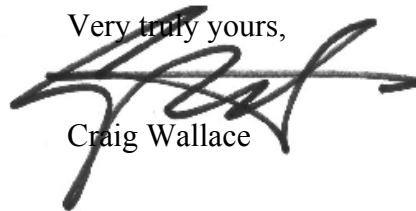
Third, Overaa argues Sausal listed a different CSLB license number for one of its subcontractors listed in its bid, Concrete Builders. It concludes its argument by saying, in bold for emphasis no less, "BHM's gained an unfair competitive advantage and their bid shall be deemed non-responsive." There is no "BHM" involved in this bid and shows this argument was simply copied from another of Overaa's bid protest letters. As shown on Concrete Builders' 09.10.20 proposal (a copy is attached hereto as Exhibit A), Sausal copied the license number (801786) which Concrete Builders provided in its bid to Sausal. Sausal accurately provided in its bid the information it was given, however that information was incorrectly provided by Concrete Builders to Sausal. The entity, Concrete Builders, located at 4993 Golden Foothills Parkway, Suite 3, El Dorado Hills, 94762, is properly licensed as CSLB Number 981710, and registered with the DIR, as Overaa acknowledges in its protest letter. Concrete Builders, in El Dorado Hills, is identified in Sausal's bid so there is no uncertainty as to the identified subcontractor and the percentage of the bid that it works represents. Indeed, another bidder, Angeles Contractor, Inc., also used Concrete Builders in its bid. Item number 10 of the Instructions to Bidders (p. 6) states, "Subcontractors must possess the appropriate licenses for each specialty subcontracted." That same section gives the City "the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract." Concrete Builders satisfies this requirement, and the City has the authority to confirm this if there is any concern. As such, Sausal's bid meets the bidding requirements. Considering this to be an irregularity in the bid presumes that Concrete Builders purposefully included the wrong license number in its bid, which would not make any sense. Concrete Builders is a fully qualified subcontractor to perform the work identified, and this is not an irregularity in the bid so as to reject Sausal's bid as responsive.

Mr. Lyhak Eam
September 18, 2020
Page 3

Finally, Section 00 11 16 - Notice Inviting Bids, at page 3 of the bid package, states that City reserves the right to “waive any irregularities or informalities in any bids or in the bidding process.” While none of the items identified by Overaa constitutes a bid irregularity, even if the City were to determine otherwise, the City has the authority to reject such irregularities. It should exercise that discretion here to reject Overaa’s protest and award the contract to Sausal as the lowest responsive bidder.

Sausal’s bid is the lowest responsive bid and came in \$850,000 less than the next bidder, representing a significant value of the City’s taxpayers. Overaa’s bid protest should be rejected and Sausal awarded the Fire Station contract.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Craig Wallace', with a stylized, sweeping flourish extending to the right.

Craig Wallace

Cc: client (via email)
Larry Etcheverry (Overaa)

EXHIBIT A

CONCRETE BUILDERS

Attention: **Estimating Department**
To: Estimators
Phone:
Email:

From: Joel Douglas
Direct: 415-871-5295
License No. 801786

Project: Milpitas Fire Station No. 2

Date: 9-10-20

Per your request we are pleased to provide a proposal for the construction of the following concrete scope of work on this project as hereby detailed below:

- Y Pricing is provided based on drawings provided by: 100% CD dated 5-29-20
- Y Addendum Noted: 1 thru 3
- Y Specifications: Cast in Place Concrete Per Plan

Building Foundations and Slabs

- Excavate, place and finish foundations
- Excavation assumed to be completed prior to plumbing and electrical rough-ins
- Set Bollards (furnished by others)
- 5-inch building slab and 9-inch slab at Apparatus Bay
- 6-inch rock and 10-inch rock at Apparatus Bay
- 15 mil vapor-barrier under slab
- 6-inch Locker Pad

Site Concrete

- Brick Wall Footing
- Cast in Place retaining wall
- Containment Curb
- 4.5 inch grey sidewalks
- Curbs and Gutters
- City Curb, Gutter and Sidewalks
- Drive Aisles
- 7.5 inch PCC
- Trash Enclosure
- Bollards (13 each), furnished by others
- Flag Pole Footing (1 each), setting pole by others, sleeve by others
- Push Button Pad
- All concrete is standard grey with a broom finish
- Reinforcing for site items.
- One mobilization for site work

4993 Golden Foothills Parkway, Suite 3 El Dorado Hills CA 94762



200 Parr Boulevard
Richmond, CA 94801
Tel 510-234-0926
Fax 510-237-2435
www.overaa.com

September 23, 2020

Lyhak Eam, P.E.,
Associate Civil Engineer, at City of Milpitas
The City of Milpitas
City Hall
455 E. Calaveras Boulevard
Milpitas, CA 95035
(408) 586-3349
Email: Leam@ci.milpitas.ca.gov

Re: Milpitas Fire Station No. 2 Replacement Bid Opening September 10, 2020, 2:00pm
Sausal Corporations response to Overaa's Bid Protest dated September 18, 2020

Dear Lyhak Eam, P.E.,

C. Overaa & Co. ("Overaa") is in receipt of Craig Wallace's (Legal Counsel representing Sausal Corporation) response to Overaa's bid protest for the Milpitas Fire Station No. 2 project dated 09.18.20. After careful review, we find their response to be without merit and their bid should be rejected as nonresponsive. Sausal's bid violated mandatory provisions to meet specific requirements detailed in the project documents and contained several material abnormalities & irregularities. Mr. Wallace's response does not sufficiently defend these bid form errors. Therefore Overaa should be awarded the project Milpitas Fire Station No. 2 Replacement as it is the lowest responsive responsible bidder.

In regards to Sausal's failure to list a subcontractor for specification 07 52 00 Modified Bituminous Membrane Roofing, Mr. Wallace's response can be broken down into several false claims:

- "There is no bid requirement to list such a subcontractor" in reference to Sausal's failure to list a Modified Bituminous Membrane Roofing subcontractor.
- "(Overaa) does not identify a bidding requirement to list such a subcontractor." in reference to our protest letter.
- "even if the line item exceeds the 0.5% threshold and a subcontractor is not listed, there are other options, for example, correction for an inadvertent clerical error could be sought under proper circumstances (PCC §5103) or the prime could have decided to self-perform the scope (PCC §4106). Accordingly, this is not a ground to reject Sausal's bid."

In response to the items mentioned above, and as previously stated in Overaa's protest letter dated 09.14.20, per Public Contract Code Section 4104 and project document specification section 00 21 13 – Instructions to Bidders – 9 Subcontractors, there is a bid requirement to list any subcontractor whose contract value is over 0.5% of the total bid price. In this bid, Sausal's total bid price was \$7,638,200 and



200 Parr Boulevard
Richmond, CA 94801
Tel 510-234-0926
Fax 510-237-2435
www.overaa.com

0.5% of their bid is \$38,191. For reference, attached is State Roofing's proposal that was listed by Overaa and the remaining two other bidders (attachment 1). State Roofing's price of \$162,148 is well in excess of 0.5% of Sausal Corporations bid (actual 2.12%). The scope of work for Membrane Roofing is clearly over 0.5% and was required to be listed on the bid form.

Mr. Wallace then claims that there are other options if the line item exceeds the 0.5% threshold and a subcontractor is not listed. He references PCC §5103; this code falls under chapter 5 Relief of Bidders, to be utilized when a General Contractor is pulling their bid. In addition PCC §5103 (b) states that "He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred." Did Sausal provide written notice of their mistake within 5 working days of the bid opening? By referencing this code is Sausal admitting to a mistake and intends to pull their bid? Finally, Mr. Wallace states that since Sausal failed to list a subcontractor for a scope clearly over the 0.5% threshold, they could self-perform the work per PCC §4106. However, as indicated in Overaa's protest letter, specification section 07 52 00 – 1.5 Quality Assurance states that the installer must be certified or approved by the roof manufacturer. Sausal does not meet this requirement and therefore cannot self-perform this work.

In regards to Sausal's failure to properly list subcontractor information for CIP Concrete.

Sausal acknowledged in their protest response letter they incorrectly listed required information for their designated CIP Concrete subcontractor. Per Public Contract Code 4107.5 the General Contractor has two working days to submit an inadvertent clerical error in a sub listing. Sausal acknowledged they made a clerical error in their sub listing for CIP Concrete, was a written claim of inadvertent clerical error received by the City within two working days of the bid opening? If not, Sausal gained an unfair bid advantage by essentially listing two separate sets of subcontractor information for the same scope of work. This gives them the opportunity after the bids have been opened to negotiate with two subcontractors; either selecting the listed license # 801766 subcontractor named Swinerton Builders dba Concrete Services or as stated in the protest rebuttal the intent to use the subcontractor listed by the name of Concrete Builders with a license # 981710

Sausal's errors are twofold; their bid does not promise to do what is required by the bid documents, therefore is nonresponsive and must be rejected. *See also MCM Const., Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359 (rejection of bid as nonresponsive was proper because it failed to comply with specification). And by not conforming to the specification they obtain an unfair competitive advantage which opens up the opportunity for bid shopping after the public bid opening. Bids which are not strictly responsive can only be accepted if the deviation could not have affected the amount of the bid or given a bidder an advantage or benefit not afforded other bidders. (*Konica Business Machines, U.S.A., Inc. v. Regents of the University of California* (1988) 206 Cal.App.3d 449, 454-455.)



200 Parr Boulevard
Richmond, CA 94801
Tel 510-234-0926
Fax 510-237-2435
www.overaa.com

It is clearly stated in this response letter and in Overaa's original Protest Letter dated 09.14.20 that Sausal's bid does not meet the specification requirements listed in the bid documents and gained an unfair bid advantage by not complying with the specifications for Subcontractor Listings.

Under California's competitive bidding statutes, a contract must be awarded to the lowest responsive bidder. To be responsive, a bid must conform to the material terms of the bid package. City of Inglewood v. Los Angeles County Civic Center Authority (1972) 7 Cal.3d 861. Overaa's bid is the lowest responsible bid that conforms to the material terms of the bid package.

Overaa reiterates that The City of Milpitas should:

- Reject Sausal's bid as non-responsive.
- Determine that Overaa's bid is responsive, and
- Award the Contract to Overaa as the lowest responsive bidder.

Sincerely,

C. OVERAA & CO.

A handwritten signature in blue ink, appearing to read "Larry Etcheverry". The signature is fluid and cursive, with a long, sweeping underline.

Larry Etcheverry
Vice President, Estimating

Cc: Larry Etcheverry, Overaa, via. Email
Jerry Overaa, Overaa, via. Email
Cody Lee, Overaa, via. Email

Sausal, Josh Ward, President, via Email: sausal@sausal.net

Attached: Attachment 1



September 10, 2020

C. Overaa & Co
General Contractor

Contact: Lisa Fong / Larry Etcheverry

Email: llisaf@overaa.com / larrye@overaa.com

Phone: (510) 234-0926

I. Project Information: MILPITAS FIRE STATION NO. 2 REPLACEMENT / PROJECT NO. 3447
1263 Yosemite Drive, Milpitas, CA 95035

II. Owner Information:
City of Milpitas, 455 E. Calaveras Boulevard, Milpitas, California 95035

III. Manufacturer: Johns Manville

IV. Scope of Work: New Construction – Roof membrane system; Taper insulation, cover board, 2 ply SBS
Modified Bitumen membrane Roofing.

1. Over new plywood horizontal sheathing, Install ISO Taper insulation, ¼” per foot slope, min 2” thick start.
2. Install ½” cover board, mechanically attached with Screws & plates through ISO insulation per manufacturer’s specifications.
3. Install JM DynaBase base sheet, 1 ply, set in hot asphalt at rate per manufacturer’s specifications.
4. Install JM DynaLastic 180 FR CR G Cap sheet, 1 ply, set in hot asphalt at rate per manufacturer’s specifications.
5. At vertical surfaces-equipment curbs & walls, install Cant Strips at angles, 2 ply base flashing membrane,
 - a. 1 ply-JM DynaBase base sheet, and
 - b. 1 ply-JM DynaLastic 180 FR CR G Cap sheet, set in asphalt mastic.
6. At penetrations, apply JM Perma Flash System.
 - a. Pipe vents, Tubular Daylighting Devices, Dryer vent, Tie-back anchors
7. At drains and overflows, provide Lead blank flashings as required by manufacturer’s specifications.
8. Install JM walk way pads at location indicated on Roof Plan drawing,
9. Warranty: Manufacturer 20 year NDL; Contractor 2 year

V. Specification Date: 7-17-20

VI. Sections / Pages:

- 07 52 00 - Modified Bituminous Membrane Roofing

VII. Plan Date: 7-17-20

VIII. Plan Pages / Details:

- A-124 Roof Plan
- A-501 EXTERIOR DETAILS, E9
- A-521 ROOF DETAILS, A1, A5, A13, G1
- A-522 ROOF DETAILS,
- A-523 ROOF DETAILS, G1

IX. Exclusions:

1. Plywood roof sheathing,
2. Sheetmetal – Stainless Steel metal caps, bands; Sheetmetal Roofing & wall panels
3. Roof Hatch; Roof Ladder w/retractable safety post.
4. Tie-back Roof Anchors, installation & engineering calcs

5. Plumbing; plumbing hardware
6. Painting
7. Carpentry / Blocking / Sleepers
8. Permits
9. Bonds
10. Deck Preparation inspections
11. Deck protection from moisture prior to roof installation.
12. Multiple Phase unless indicated elsewhere
13. Roof Surface Protection after installation
14. Cleaning roof prior to Manufacturer Inspection if applicable

Price: \$162,148.

This bid must be included in the final contract in the body of the contract as an attachment signed by both parties.

Additional Work approved after the contract:

Time and material work:

\$165.00 per man hour / Portal to Portal

Material cost plus 15%

X. Price is based on the following:

- a) Phases included: One / additional phasing will be charge for re-mobilizing.
- b) Installation between 7am and 4pm .
- c) Scaffolding will be in place installed by others for the duration of the project at all exposed eave locations.
- d) Project is bid for access to crane load all materials and equipment from the street with no restrictions i.e. powerlines, scaffold etc. If street closures or hand loading is required there will be added costs.
- e) GC must provide all utilities i.e. but not limited to Toilet, Water and Electrical outlets. In the event a heat welding walker is used we will need 50 amp 230 volts 4600 watt service.
- f) Attendance of weekly meetings 1-2 weeks prior to start and during the process of our installation only.
- g) If project is delayed and material increases will occur, all remaining materials must be purchased and paid for.
- h) If pre-purchase is not possible, the cost increase will be charged separately.
- i) Payment Schedule: Progress billings will occur monthly after initial material billing.
- j) Materials must be pre-purchased and will be billed upon order. Materials can be stored at our shop in San Leandro, jobsite grounds (if secured) or on the roof.
- k) Payment: upon receipt of invoice.
- l) Retention will be set at 5% and will be paid 30 days after completion of our work.

Salesman: **Stephen Tong**

e-mail: steve@stateroofingsystems.com

Phone: 510-317-1477 // Fax: 510-317-1470

If this cannot be added to the General Contract we will need written approval / Signatures are required in addition to any other contract documents that will be provided.

Signature Date

Print Name

Attachments: **To follow upon acceptance**

General Conditions

Product Data Sheets & Details



CITY OF MILPITAS

ENGINEERING

Phone: (408)-586-3300

SEPTEMBER 25, 2020

VIA CERTIFIED MAIL AND EMAIL

C. Overaa & Co.
200 Parr Boulevard
Richmond, CA 94801

SUBJECT: City of Milpitas
Fire Station No. 2 Replacement – Project No. 3447
Notice of Intent to Reject Bid Protest

Dear Mr. Larry Etcheverry:

The City of Milpitas (“City”) has reviewed the bid protest letter filed by C. Overaa & Co. (“Overaa”) dated September 14, 2020 (“Protest”) with regards to the above captioned project (“Project”). The City is also in receipt of Overaa’s September 23, 2020 response letter to Sausal Corporation’s (“Sausal”) September 18, 2020 response to the Protest. Please be advised Overaa’s September 23, 2020 letter is an unallowable sur-reply (“Sur-Reply”), which does not comply with the City’s bid protest procedures under Section I-2-3.19 of the Milpitas Municipal Code. On this basis alone, the Sur-Reply is subject to rejection and the City has no obligation to consider it. Nevertheless, the City has reviewed the Sur-Reply and the Protest and determined them to be substantively meritless as they pertain to the bid submitted by the lowest responsible bidder submitting a responsive bid on the Project – Sausal.

As a threshold matter, a bid must conform to the material terms of the bid package. (*DeSilva Gates Constr. v. Department of Transp.* (2015) 242 Cal.App.4th 1409; *Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175.) A bid is responsive if it promises to do what the bidding instructions demand. (*Williams v. Clovis Unified Sch. Dist.* (2007) 146 Cal.App.4th 757; *Valley Crest Landscape Inc. v. City of Davis* (1996) 41 Cal.App.4th 1432, 1438.) Responsiveness should be determined from the face of the bid. (*Great W. Contractors, Inc. v. Irvine Unified Sch. Dist.* (2010) 187 Cal.App.4th 1425.) However, a bid may be responsive even if there is a discrepancy in the bid, as long as the discrepancy is inconsequential, that is, the discrepancy must not affect the amount of the bid or give a bidder an advantage over others. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897; *Bay Cities Paving & Grading, Inc. v. San Leandro* (2014) 223 Cal.App.4th 1181.) A deviation must be capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders. These considerations must be evaluated from a practical rather than hypothetical standpoint, with reference to the factual circumstances of the case. (*Ghilotti Constr. Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 908-09, internal citations omitted.)

With the foregoing in mind and in reviewing the bid submitted by Sausal, it is clear the alleged errors in the bid are either not errors at all, or are at most immaterial deviations and certainly do not amount to material mistakes requiring the City to reject the bid as nonresponsive.

Generally, the Protest asserts Sausal's bid is nonresponsive because Sausal: (1) violated the bid specifications and Subletting and Subcontracting Fair Practices Act ("Act") by failing to list a subcontractor for bituminous membrane roofing work thereby resulting in Sausal gaining an unfair competitive advantage; (2) failed to complete the notary acknowledgement included in the bid forms for Sausal's signature on the bid bond; and (3) listed two (2) separate sets of subcontractor information for the cast-in-place concrete work, providing them an unfair competitive advantage. A review of the basis for the Protest shows that it is without substantive merit.

Failure to List a Subcontractor for the Bituminous Membrane Roofing Work is Not a Material Bid Error

Failure to list a subcontractor for the bituminous membrane roofing work does not render Sausal's bid nonresponsive or give them an unfair competitive advantage. Pursuant to Public Contract Code section 4104 (referenced in the bid specifications), a bidder is required to list all subcontractors who will perform any work in excess of one-half of 1% of its bid amount. If a subcontractor is not listed in the bid for a specific construction trade in excess of one-half of 1% of the bid amount, the Public Contract Code requires the bidder to self-perform the work. (Pub. Cont. Code, § 4106.)

In this case, Sausal's failure to list a subcontractor for the bituminous membrane roofing work does not violate the bid specifications or the Act. Sausal's failure to list a subcontractor for the bituminous membrane roofing work only means that Sausal is legally (and by contract) obligated to self-perform all such work. In Sausal's September 21, 2020 letter to the City clarifying its substitution request related to Sausal's alleged inadvertent error in listing Four C's for metal wall panel work, Sausal states that it intends to self-perform the bituminous membrane roofing work. It follows that the City has no basis to find that Sausal failed to comply with the bid specifications or the Act. In a similar vein, Sausal did not gain an unfair competitive advantage by not listing a subcontractor for the bituminous membrane roofing work. As discussed herein, pursuant to Public Contract Code section 4106, failing to list a subcontractor for certain work merely means that Sausal agrees to perform that work themselves. Therefore, no competitive advantage was conferred onto Sausal based on not listing a subcontractor for the bituminous membrane roofing work. Based on the foregoing, the City is under no obligation to reject Sausal's bid as nonresponsive for failure to list a subcontractor for the bituminous membrane roofing work.

Sausal Provided a Valid Bid Bond Including All Required Notary Acknowledgements

Overaa also claims that Sausal's failure to provide a notary acknowledgment for Sausal's signature on the bid bond render's Sausal's bid nonresponsive. However, this is an inconsequential defect. For one, the bid bond is signed by Josh Ward, President, on behalf of Sausal and there is no dispute or disagreement about who signed the bid bond. That being said, even if there was a dispute about whether Sausal executed the bid bond, the surety also signed the bid bond and provided a notary acknowledgement (as well as an original attorney in fact certificate). Accordingly, the surety signed the bid bond guaranteeing that Sausal would execute the agreement if awarded the contract and the bid bond is fully enforceable. Therefore, this is an immaterial deviation which the City may waive.

Sausal's Subcontractor Listing Form Does Not Include Material Bid Errors

Finally, the City is not required to reject Sausal's bid as nonresponsive due to Sausal providing incorrect information about its listed subcontractor Concrete Builders. Overaa's assertion that Sausal essentially

listed two separate subcontractors for the same scope of work, thus giving Sausal an unfair competitive advantage and making Sausal's bid nonresponsive is a misstatement of the law. While Overaa believes such an irregularity is fatal, if Sausal actually listed two separate contractors for the same scope of work, Sausal's bid would not be nonresponsive. It merely means that Sausal would be required by law to perform the work themselves. (See Pub. Cont. Code, § 4106.)

That being said, there is nothing to suggest that Sausal listed two (2) subcontractors for the same item of work. Instead, Concrete Builders provided incorrect information to Sausal, which in turn led Sausal to list incorrect information for Concrete Builders under the subcontractors listing form. The City is not required to reject Sausal's bid as nonresponsive due to said incorrect information. Instead, the City still has the ability to accept a bid that does not strictly conform to the requirements of the Act. (86 Cal.Ops.Atty.Gen. 90, 90 (2003).) Relying on Public Contract Code section 4110, the Attorney General found that a local agency has a statutorily prescribed remedy in the event bidders violate any of the provisions of the Act. Specifically, Section 4110 authorizes the awarding body, at its discretion, to cancel the contract or assess the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved in the event the prime contractor fails to comply with its obligations under the Act. (Pub. Cont. Code, § 4110.) Implicit within the public entity's power to cancel the contract for failure to comply with the Act is the power to either accept or reject the bid in the first instance. (86 Cal.Ops.Atty.Gen. 90, 94 ["[t]he permissive authority to cancel the contract necessarily includes the authority to execute the contract"].) The City determined that this incorrect information was an immaterial defect because the City could easily ascertain this information by looking up Concrete Builders' information on databases maintained by the Contractors State License Board and Department of Industrial Relations. In fact, Overaa presumably did the same thing in order to provide Concrete Builders' CSLB number and DIR number in the Protest.

In light of the foregoing and contrary to Overaa's assertion, Sausal's failure to provide complete information for Concrete Builders does not require the City to reject Sausal's bid as non-responsive.

We note the clear policy and purpose associated with the review of bids and bid protests as dictated by the court in *Ghilloti*, *supra*:

They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. 'It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.' (*Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal.App.2d 377,383, 301 P.2d 97.)

(*Ghilloti*, *supra* 45 Cal.App.4th at 908-09.) Consistent with this policy, the City finds the Protest, including the Sur-Reply, wholly meritless and rejects it in its entirety.

In response to your request under Government Code section 54954.1 for mailed notices of meetings of the City Council pertaining to the award of the Project, please provide the City a valid mailing address or/and

email address; there is no cost associate to that. Please also note that all City Council Meeting agenda are available to the public on the City website.

The City will consider award of this contract at its meeting on November 17, 2020. City staff intends to recommend rejection of Overaa's Protest as meritless and award of the contract to the lowest responsible bidder submitting a responsive bid, Sausal.

Sincerely,

Steven Erickson

Steve Erickson, P.E.
City Engineer/Engineering Director

cc: Michael Silveira, CIP Manager
Lyhak Eam, Associate Civil Engineer



CARPENTERS LOCAL UNION 405

SERVING SANTA CLARA & SAN BENITO COUNTIES

September 15, 2020

City of Milpitas
City Hall, 455 E. Calaveras Boulevard
Milpitas, CA 95035

Re: Milpitas Fire Station No. 2 Replacement Project –Bid Advisory Regarding Sausal Corporation

Please accept this bid advisory on behalf of members of Carpenters Local 405 (herein “Local 405”), which represents working men and women in the City of Milpitas.

INTRODUCTION

In addition to our other duties as a labor organization, Local 405 monitors local construction projects to help ensure that fair and open competitive bidding practices are utilized and that taxpayers get the best value for their tax dollars. This is important because the policies underlying our State’s competitive bidding laws not only foster fairness among bidders, but also protect the public trust.

Fair competitive bidding acts as a “guard against favoritism, improvidence, extravagance, fraud, and corruption; to prevent the waste of public funds; and to obtain the best result for the public.”¹

“Competitive bidding laws are passed for the benefit and protection of the taxpaying public, not for the benefit and enrichment of bidders.”² Proper enforcement of these laws results in more responsible contractors bidding and performing construction jobs, reduces instances of health and safety problems, promotes the timely completion of the contracted work, and helps to ensure the final product is of the highest quality and value for the taxpayer dollar.

The California Public Contract Code requires a public agency to award construction contracts funded in whole or in part by public funds to the lowest responsive and responsible bidder.³ The Code defines a responsible bidder as a “bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.”⁴

The City of Milpitas (“City”) bid the Milpitas Fire Station No. 2 Replacement Project (“Project”) on September 10, 2020. We urge the City to conduct a factual inquiry to determine whether the Project’s apparent low bidder, Sausal Corporation, 3550 Willow Pass Rd., Concord, CA 94519 (“Sausal Corporation”), qualifies as a “responsive” and “responsible” bidder as defined under law.

¹ *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 170-171.

² *Id.*

³ Public Contract Code § 20162.

⁴ Public Contract Code § 1103.

In considering whether to accept Sausal Corporation's bid, Local 405 also urges the City to request additional information from Sausal Corporation regarding its bid amount. There is an unrealistically large difference between Sausal Corporation's bid and, both, the second low bidder and the engineer's estimate, posing the question whether the contract contains sufficient funds to cover the costs of compliance with all relevant legal requirements under California Labor Code section 2810.

DISCUSSION

1. Sausal Corporation's Bid Was Unrealistically Low in Comparison with Both the Second Lowest Bid and the Engineer's Estimate, Raising the Questions Whether the Bid is Non-Responsive for Not Accurately Reflecting the Cost to Perform the Work and Whether It Violates Labor Code Section 2810

Local 405 has carefully reviewed the bid results on the Project. The lowest three bids, according to the bid summary released on September 10, were: 1. Sausal Corporation \$7,638,200.00; 2. C. Overaa & Co., \$8,500,000.00; and 3. DL Falk Construction Inc., \$9,519,000.00. The Engineer's Estimate for the base contract work (labor, material, services, equipment) for the Project is \$10,830,000.00.

"A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted."⁵ Failure to satisfy all bid specifications renders a bid non-responsive as a matter of law. Such non-responsive bids must be rejected.

According to Tab 30 of the Instructions to Bidders for the Project ("Bidder Instructions"), *"The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items."*

Additionally, Labor Code section 2810 ("section 2810") provides (in relevant part) as follows:

(a) A person or entity shall not enter into a contract or agreement for labor or services with a construction ... contractor, where the person or entity knows or should know that the contract or agreement does not include funds sufficient to allow the contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided.

...

(g)(1) An employee aggrieved by a violation of subdivision (a) may file an action for damages to recover the greater of all of his or her actual damages or two hundred fifty dollars (\$250) per employee per violation for an initial violation and one thousand dollars (\$1,000) per employee for each subsequent violation, and, upon prevailing in an action brought pursuant to this section, may recover costs and reasonable attorney's fees.

...

⁵ *Konica Bus. Machines U.S.A. Inc. v. Regents of Univ. of California* (1988) 206 Cal. App. 3d 449, 454.

(i)(1) The term “knows” includes the knowledge, arising from familiarity with the normal facts and circumstances of the business activity engaged in, that the contract or agreement does not include funds sufficient to allow the contractor to comply with applicable laws.

(2) The phrase “should know” includes the knowledge of any additional facts or information that would make a reasonably prudent person undertake to inquire whether, taken together, the contract or agreement contains sufficient funds to allow the contractor to comply with applicable laws.

(3) A failure by a person or entity to request or obtain any information from the contractor that is required by any applicable statute or by the contract or agreement between them, constitutes knowledge of that information for purposes of this section.

In sum, section 2810 prohibits public entities from entering into a construction contract that they should know does not include funds sufficient to allow the contractor to comply with all applicable local, state, and federal laws and regulations governing the labor or services to be provided.⁶ Violations of section 2810’s requirements may subject the public entity to liability if the contractor fails to meet its obligations to workers on the Project.⁷

While we appreciate the City’s desire to complete the Project in an economical manner, Sausal Corporation’s bid was unrealistically low in comparison with *both* the second lowest bid *and* the engineer’s estimate, raising the question whether a contract with Sausal Corporation would include funds sufficient to allow compliance with prevailing wage and all other applicable labor laws. Sausal Corporation’s bid for \$7,638,200.00 was **\$861,800.00** less than the second low bid of \$8,500,000.00 – approximately a 10% difference, and **\$3,191,800.00** less than the engineer’s estimate of \$10,830,000.00 – approximately a **29.4%** difference. Where the discrepancy between the bid prices is this great, with the low bid substantially lower than other bids received, the questions emerge as to whether the apparent low bidder has calculated the bid price correctly and, if so, whether the apparent low bidder is intending to avoid prevailing wage requirements.

Under these circumstances, the reasonable and prudent course of action would be for the City to request additional information from Sausal Corporation to ensure that its proposed contract contains sufficient funds to cover the costs of compliance with prevailing wage and all other applicable labor laws. If the contract does not contain sufficient funds, the City should reject Sausal Corporation’s bid as non-responsive pursuant to its Bidder Instructions because the bid would not accurately reflect the cost to perform the work. The City’s failure to do so would expose the City to liability under section 2810.

2. Sausal Corporation’s Bid May Also Be Non-Responsive for Failing to Disclose Civil Wage and Penalty Assessments (“CWPA’s”) Issued By the DIR’s Division of Labor Standards Enforcement

Sausal Corporation checked the option relating to the Bidder status in regard to the “Wage Theft Certification”: *“Neither the Bidder nor any of its subcontractors have been found by a final court order or administrative action of an investigatory government agency to have violated federal, state or local*

⁶ Cal. Lab. Code § 2810, subd. (d).

⁷ Cal. Lab. Code § 2810, subd. (g)(1).

wage and hour laws, including but not limited to the federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance, within the past five (5) years from the bid submission deadline.” Sausal Corporation certified this statement under penalty of perjury.

However, through a California Public Records Act request, Local 405 obtained information regarding two Civil Wage and Penalty Assessments against Sausal Corporation’s subcontractors, for which Sausal Corporation was jointly and severally liable, as determined by the Department of Industrial Relations (“DIR”), Division of Labor Standards Enforcement (**Attachment 1**):

Case Number	Awarding Body	Project Name	Prime Contractor	Subcontractor	Date	Wages and Penalties
40-43994	County of Alameda Housing Authority	HACA Main Office (Remodel & Addition)(HACA 201304)	Sausal Corporation	V.E.M. General Engineering, Inc.	June 17, 2016	Wages: \$20,715.13 Penalties: \$24,950.00 \$13,560.00
40-47961-137	Sunnyvale School District	Lakewood Elementary School Modernization	Sausal Corporation	Trahan Mechanical, Inc.	May 19, 2016	Wages: \$29,681.83 Penalties: \$32,880.00

It therefore appears that Sausal Corporation was not forthcoming when it represented that it and its subcontractors had not been found by an “administrative action of an investigatory government agency to have violated ... state or local wage and hour laws... within the past five (5) years form the bid submission deadline.”

3. Sausal Corporation May Not Be a “Responsible” Bidder as Required By the Public Contract Code.

For the reasons set forth below, Sausal Corporation may lack fitness and capacity to satisfactorily perform the contract at issue, based on a potential failure to adequately screen its subcontractor and documented performance history explained in this section. The District should therefore examine Sausal Corporation’s bid to determine if Sausal Corporation is truly a responsible contractor capable of completing the Project on time and on budget.

a. Potential Failure to Adequately Screen Subcontractor Tri Valley Excavating

Sausal Corporation listed Tri Valley Excavating Co Inc., (“Tri Valley Excavating”) CSLB License number 541927, as its subcontractor. Local 405 has a major concern with Tri Valley Excavating.

The Bidder Instructions, Tab 14, states: “If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project”.

The source of this bid requirement is Labor Code section 1771.7(a), which states: “[a] contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, . . . or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5.” Labor Code section 1725.5 establishes the requirements for contractor registration, which are also listed on the DIR’s website (**Attachment 2**⁸). Contractors must meet, among others, the following requirements to register: 1) have a Contractors State License Board license if applicable to trade; and 2) not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.

Local 405’s review of the Contractors State License Board online licensed contractor database (**Attachment 3**) shows that the license of Tri Valley Excavating is current and active. However, the “Additional Status” section of Tri Valley Excavating’s license page states the following: “Pending Disciplinary Action. Disciplinary action is pending against this licensee in the form of a citation.” A review of the citation disclosure information indicates that Tri Valley Excavating has pending citations for the Business & Professions Code sections 7109.A (departure from trade standards) and 7113 (exceeded contract amount). Each violation constitutes a cause for disciplinary action and, according to the California State License Board, if an accusation is filed and upheld, the license may be suspended or revoked.

It therefore appears that Tri Valley Excavating is currently subject to a pending disciplinary action that can cause the suspension or revocation of its CSLB license. Accordingly, Tri Valley Excavating may be unable to maintain the DIR registration necessary to perform work on public projects.

If Tri Valley Excavating does not maintain DIR registration for the duration of the Project, it will be illegal for it to continue to work on the Project. Moreover, the City of Milpitas will be subject to penalties from the DIR. Local 405 will monitor the Project and file a public works complaint against Tri Valley Excavating and the City of Milpitas if appropriate. Thus, Local 405 strongly encourages the City of Milpitas to conduct a factual investigation to determine if Tri Valley Excavating complies with DIR registration requirements, such that it can maintain DIR registration for the duration of the Project.

b. Delays on Past School and College Projects

- i) In December 9, 2014 the Burlingame School District Board of Trustees awarded a contract to Sausal Corporation for the Burlingame Intermediate School (BIS) Classroom Building Project (**Attachment 4**) in the amount of \$9,908,500.00. Once approved, the contract set the original completion date to January 22, 2016. Local 405 obtained documentation from the Burlingame School District which shows the following: (1) according to multiple change orders (**Attachment 5** change order 4, change order 20 and final Change order 22) Sausal Corporation proposed to extend the contract date required for Substantial Completion first for 69 days, then for 62 days, and for 66 days, a total of 197 days.

⁸ Also available at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

- ii) In February 16, 2016 the West Valley Mission Community College awarded a contract to Sausal Corporation for the Facilities Replacement Building- Increment 2 Project in the amount of \$13,660,200.00. The Local 405 obtained the attached documentation from the West Valley Mission College which shows that, Sausal Corporation requested a time extension of 183 calendar days. The College approved the extension but determined that only 44 of the 183 days should be compensable. The College submitted a notice of completion which shows the project was eventually completed on December 11, 2018. **(Attachment 6)**

In addition to the delays and increase of the contract amount, the West Valley Mission Community College performed testing and evaluation of water intrusion at the project and identified it as a "construction issue," specifically involving inconsistent and missing mortar. The College is currently remediating the issue of water intrusion at this project and has withheld funds for incomplete and defective work. On February 28, 2019, the College issued a withhold of funds to Sausal Corporation requesting completion and repair of incomplete work and assessed an estimated total of \$102,000 in incomplete work. **(Attachment 7)**

We urge the City to review the enclosed documents and conduct its own investigation into Sausal Corporation's work history, to determine whether Sausal Corporation should be considered a responsible contractor.

c. History of Litigation

It is crucial for the City to be aware of Sausal Corporation's history of litigation as well as its performance record in the critical area of health and safety.

A review of area court records shows that Sausal Corporation has been involved in a series of connected court cases as both a plaintiff and a defendant in a matter stemming from the performance of a public works project. In Marin County, Sausal Corporation has been a party to the following lawsuits:

CIV1402511 Volpe Company, Inc. vs Sausal Corporation (COMPLEX)

Case Type: Breach of Contract

Date Filed: 6/30/2014

Judgment date: 12/20/2019

Currently in Court of Appeals: A159372

CIV150267 Steven E. Berlin, Inc. vs Sausal Corporation

Case Type: Breach of Contract

Date Filed: 7/20/2015

The lawsuits are related to a project that the City of Novato awarded to Sausal Corporation. The original claims were filed by subcontractors against Sausal Corporation for failure to pay, but later in the process the City of Novato as the project owner also became involved in the legal dispute.

As part of this complex litigation, Sausal Corporation filed a cross-complaint against the City of Novato and several of its subcontractors on 09/10/2015 (**Attachment 8**). In turn, the City filed a counter-claim against Sausal Corporation on 9/23/2015 (**Attachment 9**, page 4). The City was dismissed as a party on 8/28/2019 (**Attachment 9**, page 69). After a jury trial in which Sausal was found liable, The Marin County Superior Court issued a Second Amended Judgment against Sausal Corporation in the total amount of \$1,385,580.23, including attorney's fees and costs, on 01/23/2020 (**Attachment 9**, page 76). Sausal filed an appeal.

More than five years after the initial legal filing, the appeal filed by Sausal is still pending before the Court of Appeal, First Appellate District (**Attachment 10**) Case Nos: A159372 and related cases A158140 and A157577.

While our litigation review was limited in scope, this series of related cases is concerning and suggests there is cause to further examine Sausal Corporation's record of performance.

c. OSHA Violations

In addition, regarding California or federal OSHA violations, here too, Sausal Corporation has committed serious violations. A search of OSHA's online database lists the following inspections involving alleged serious violations by Sausal Corporation dating back to 2016.⁹

Nr: 1172950.015, Report ID: 0950615, Open Date: **08/19/2016**, Sausal Corporation, 2100 Napa Vallejo Highway, Mailing: 422 Whitney Street, San Leandro, CA 94577, Case Status: CLOSED

Violations Cited:

ID: 01001 Type: Other Standard: 1509(A) Issuance: 11/21/2016 Current Penalty: \$300 Initial Penalty: \$300 Last Event: I - Informal Settlement	ID: 02001 Type: Other Standard: 1632(B) Issuance: 11/21/2016 Current Penalty: \$1,350 Initial Penalty: \$1,350 Last Event: I - Informal Settlement	ID: 03001 Type: Other Standard: 1712(C)(1) Issuance: 11/21/2016 Current Penalty: \$1,350 Initial Penalty: \$1,350 Last Event: I - Informal Settlement
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Nr: 1166921.015, Report ID: 0950615, Open Date: **07/28/2016**, Sausal Corporation, 100 Montgomery Street, San Ramon, CA 94583, Mailing: 422 Whitney Street, San Leandro, CA 94577 Case Status: CLOSED

Violations Cited:

ID: 01001 Type: Other Standard: 1509(A) Issuance: 11/21/2016	ID: 02001 Type: Other Standard: 1621(A) Issuance: 11/21/2016	ID: 03001 Type: Other Standard: 1712(C)(1) Issuance: 11/21/2016
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⁹ OSHA's searchable online database, which maintains records of its enforcement inspections, is available at: <https://www.osha.gov/pls/imis/establishment.html#disclaim>.

Current Penalty: \$300 Initial Penalty: \$300 Last Event: I - Informal Settlement	Current Penalty: \$1,350 Initial Penalty: \$1,350 Last Event: I - Informal Settlement	Current Penalty: \$1,350 Initial Penalty: \$1,350 Last Event: I - Informal Settlement
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The City should contact OSHA directly with any additional questions regarding these inspections.

CONCLUSION

In light of the issues we have described above, Local 405 respectfully urges the City to proceed carefully in exercising its fiduciary responsibility. Specifically, we request the City to consider the following course of action before awarding the Project:

1. Request additional information from Sausal Corporation to ensure that its proposed Project contract contains sufficient funds to cover the costs of compliance with prevailing wage and all other applicable labor laws;
2. Determine whether Sausal Corporation's failure to disclose information about Civil Wage and Penalty Assessments ("CWPA's") issued by the DIR's Division of Labor Standards Enforcement, renders its bid non-responsive as a matter of law;
3. Conduct a thorough inquiry into Sausal Corporation's history of ongoing and concluded litigation and OSHA assessments and Sausal Corporation's failure to adequately screen Tri Valley Excavating, to verify whether Sausal Corporation qualifies as a responsible bidder with the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform this public works contract; and
4. Consider awarding the project to the second lowest bidder, C. Overaa & Co.

Adequately investigating issues of responsiveness and responsibility goes directly to the heart of the City's fiduciary responsibility to taxpayers. Local 405 would appreciate notification of what steps you will take in order to ensure compliance with the State's competitive bidding laws. We look forward to your response by September 25, 2020.

Thank you for your time and consideration to this very important matter.

Sincerely,

Cesar Sanchez

Labor Compliance Investigator

Enclosures

Cc: City of Milpitas City Council:
Rich Tran, Mayor, email: rtran@ci.milpitas.ca.gov
Bob Nuñez, Vice Mayor, email: bnunez@ci.milpitas.ca.gov
Karina R. Dominguez, Councilmember, email: kdominguez@ci.milpitas.ca.gov
Carmen Montano, Councilmember, email: cmontano@ci.milpitas.ca.gov
Anthony Phan, Councilmember, email: aphan@ci.milpitas.ca.gov

Steve P. Erickson, Engineering Director / City Engineer, email: serickson@ci.milpitas.ca.gov
Lyhak Eam, P.E. Associate Civil Engineer, email: leam@ci.milpitas.ca.gov

REPLY TO:

CRAIG WALLACE

ATTORNEY AT LAW
TEL: 415 394-6688
cwwallace@smithcurrie.com

September 21, 2020

Via email: Leam@ci.milpitas.co.gov

Lyhak Eam, P.E.
Associate Civil Engineer
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035

Re: *Milpitas Fire Station No. 2 Replacement
Project No. 3447
Response to Cesar Sanchez's (Carpenter's Local 405) 09.15.20 Letter*

Dear Mr. Eam:

We represent Sausal Corporation. We write to respond to Cesar Sanchez's 09.15.20 letter, sent on behalf of Carpenter's Local Union 405. He sent his letter addressed to the "City of Milpitas," and copied the Mayor, the Vice-Mayor, three City council members, and two City Engineers, including yourself. Mr. Sanchez, the Local's Labor Compliance Investigator, invites the City of Milpitas to determine whether Sausal is a "responsive" and "responsible" bidder. His invitation should be rejected.

The City of Milpitas already determined that Sausal is a responsive and responsible bidder. Months ago, the City performed its due diligence and conducted a fair inquiry, and determined that Sausal is a prequalified general contractor for this project, along with three other general contractors. That should be the end of this issue.

Moreover, Mr. Sanchez is not interested in a fair inquiry, but only presents innuendo and suggestions, without any due diligence, to present a distorted picture. His letter is purely intended to present Sausal in a bad light, rather than attempting to present useful and helpful information to the City. Nonetheless, below, we briefly address the issues raised by Mr. Sanchez. As counsel for Sausal, we note Mr. Sanchez wrote substantially similar letters to other

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275 BATTERY STREET
SAN FRANCISCO, CA 94111

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public entities, on behalf of different local carpenter's unions, containing the very same assertions. These other attempts to paint Sausal in a bad light were rejected.

Mr. Sanchez observes that Sausal was the low bidder for the Project. He presents the three lowest bidders and all three are below Milpitas' engineer's estimate. He then goes on to overtly suggest, without any basis, that there is a question whether Sausal plans on paying prevailing wages on the project. He ignores that the law requires paying prevailing wages, that there are numerous processes in place to assure this, and that Sausal has paid prevailing wages for decades on its projects.

He next suggests that Sausal perjured himself because he found some information dated in 2016 about two of Sausal's subcontractors. He claims that the two subcontractors had been found to have violated state or local wage and hour laws within the past five years. Reflecting the failure to do any investigation, the HACA project was completed in 2014, six years ago, and the Lakewood/Trahan matter was dismissed years ago because the hearing officer did not find any claims warranted.

Mr. Sanchez next suggests Sausal does not adequately screen its subcontractors. Once again, this ignores Sausal's decades of construction experience in the Bay Area. To support such a broad assertion, he cites to a single purported "pending" CSLB investigation as to Tri-Valley Excavating. However, the issue involved work performed in 2017 and the CSLB states the matter is resolved, but the law requires it be posted for five years. Once again, Mr. Sanchez failed to point this out to the City.

Mr. Sanchez cites to a 2014 (six years ago) Burlingame project and asserts that there were requested time extensions on the Project. Delays are not unusual in the construction industry and can be caused by any multitude of factors. The mere existence of a request for additional time on a project, as Mr. Sanchez cites, is, itself, meaningless. He also provides a distorted picture of the West Valley Mission Community College project. He asserts Sausal requested 183 days of extension as if that were the material point he wants to bring to the City's attention, but then acknowledges "the College approved the extension." That is the end of that issue. He also suggests that some construction issues arose at the project, which is accurate, however he fails to note these were determined to be design related issues and not due to Sausal's or its subcontractors' work. Despite his intent to suggest otherwise, the West Valley College project is complete and fully paid.

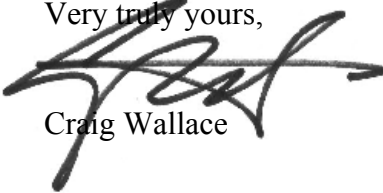
Mr. Sanchez cites to a lawsuit in which Sausal was involved which began in 2014, six years ago. Despite Mr. Sanchez's use of the plural ("filed by subcontractors"), the lawsuit was initiated via one single subcontractor's failure to be paid, and the failure to be paid was because the public entity (City of Novato) did not accept the subcontractor's claims for payment. The City's construction manager believed the subcontractor was submitting falsified billing. Sausal responsibly sought to require the subcontractor to establish its right to the claimed money for the benefit of the public entity.

Mr. Lyhak Eam
September 21, 2020
Page 3

Last, Mr. Sanchez cites to two OSHA matters from 2016. As an initial matter, Sausal's worker's compensation mod rating is the best (i.e., lowest) that a general contractor like Sausal can obtain at 0.64, reflecting the very safe work environment maintained by Sausal at its projects. As to the OSHA violations, both were resolved to OSHA's satisfaction roughly 30 days after Sausal was given notice of the violations. Mr. Sanchez asserts these were "serious violations," however the very same website from which Mr. Sanchez obtained his information shows the claims were resolved as not being "serious violations" but were categorized as an "other" violation type. If the City of Milpitas has any concerns about this, Sausal encourages it to contact OSHA to inquire as to Sausal's safety record.

As noted at the outset, the City already performed its due diligence as to Sausal and the other prequalified bidders months ago. The picture presented by Mr. Sanchez is distorted and incomplete, and reflects a failure to properly evaluate the assertions being made against Sausal. Sausal is prepared to address any concern the City may have, and looks forward to a successful completion of the Project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Craig Wallace", with a stylized flourish extending to the right.

Craig Wallace

Cc: client (via email)

**CITY OF MILPITAS
DESIGN SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into as _____, 20____ 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 **SHAH KAWASAKI ARCHITECTS, a California Corporation**, with its principal place of business at **570 10th Street, Suite 201, Oakland, CA 94607** (hereinafter referred to as "Designer"). City and Designer are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Designer. Designer desires to perform and assume responsibility for the provision of certain professional design services required by the City on the terms and conditions set forth in this Agreement. Designer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Designer is a corporation or other organization, the Project Designer designated pursuant to Section 3.2, and not the Designer itself, shall be fully licensed to practice as an architect and/or engineer in the State of California.

2.3 Project. City desires to engage Designer to render such services for the **Fire Station No. 2 Replacement** ("Project") as set forth in this Agreement.

3. TERMS

3.1 Employment of Designer.

3.1.1 Scope of Services. Designer promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional design and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Designer shall be subject to the sole and discretionary approval of the City, which approval shall not be unreasonably withheld.

3.1.2 Term. The term of this Agreement shall be from **DECEMBER 4, 2018** to **DECEMBER 31, 2022**, unless earlier terminated as provided herein. Designer shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Project Designer; Key Personnel.

3.2.1 Project Designer. Designer shall name a specific individual to act as Project Designer, subject to the approval of City. Designer hereby designates **Philip Sheng-Ti Luo** (License No. C-29075) to act as the Project Designer for the Project. The Project Designer shall: (1) maintain oversight of the Services; (2) have full authority to represent and act on behalf of the Designer for all purposes under

this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with City and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Designer shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The new Project Designer shall be of at least equal competence as the prior Project Designer. In the event that City and Designer cannot agree as to the substitution of a new Project Designer, City shall be entitled to terminate this Agreement for cause.

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

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Designer shall have the option, unless City objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Designer may delegate without relieving Designer from administrative or other responsibility under this Agreement. Designer shall be responsible for the coordination and cooperation of Designer's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by City in its sole and reasonable discretion. Designer shall notify City of the identity of all consultants at least fourteen (14) days prior to their commencement of work to allow City to review their qualifications and approve to their participation on the Project in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Designer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Designer shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the City in writing. Unless changes are approved in writing by the City, Designer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Designer shall promptly obtain written City approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Designer's consultants and key personnel shall be subject to approval by City.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Designer at Designer's sole expense.

3.4 Standard of Care.

3.4.1 Standard of Care. Designer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be responsible to City for damages sustained by the City and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Designer shall be fully responsible to the City for any increased costs incurred by the City as a result of any such delays in the design or construction of the Project. Designer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Designer warrants and represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Designer represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them 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, Designer 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 Designer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant 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 or consultant who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Designer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Designer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Designer by law. Designer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Designer performs any work knowing it to be contrary to such laws, rules and regulations, Designer shall be solely responsible for all costs arising therefrom. Designer 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.

3.5.2 Drawings and Specifications. Designer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time may be compensated as Additional Services which were not known or reasonably should not have been known by Designer. Designer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Designer shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Designer and City.

3.5.3 Americans with Disabilities Act. Designer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Designer shall inform City of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide the City with its interpretation of such inconsistencies and conflicting interpretations. Unless Designer brings such inconsistencies and conflicting interpretations to the attention of the City and requests City's direction on how to proceed, the Designer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Designer, and the Designer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Designer request's City's direction on how to proceed with respect to any inconsistent and/or conflicting interpretation, the Designer shall be responsible to the City only pursuant to the indemnification provisions of this Agreement.

3.5.4 Permits, Approvals and Authorizations. Designer shall provide City with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Designer shall then assist the City in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the City.

3.5.5 Water Quality Management and Compliance.

(a) Compliance with Water Quality Laws, Ordinances and Regulations. Designer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Designer shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

(b) Standard of Care. Designer warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.5.5(a) of this Agreement. Designer further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services.

(c) Liability for Non-compliance.

(i) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.5.5(a) of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Designer agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(ii) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Designer's failure to comply with any applicable water quality law, regulation, or policy. Designer hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(iii) Damages: City may seek damages from Designer for delay in completing the Services caused by Designer's failure to comply with the laws, regulations and policies described in Section 3.5.5(a) of this Agreement, or any other relevant water quality law, regulation, or policy.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. City retains Designer on an independent contractor basis and Designer is not an employee of City. Designer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to City's employees. Any additional personnel performing the Services under this Agreement on behalf of Designer shall also not be employees of City, and shall at all times be under Designer's exclusive direction and control. Designer 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. Designer 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.

3.7 Schedule of Services.

3.7.1 Designer Services. Designer shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.7.2 Timely Performance Standard. Designer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Designer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the City and within any completion schedules adopted for the Project. Designer agrees to coordinate with City's staff, contractors and consultants in the performance of the Services, and shall be available to City's staff, contractors and consultants at all reasonable times.

3.7.3 Performance Schedule. Designer shall prepare an estimated time schedule for the performance of Designer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for City's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If City and Designer cannot mutually agree on a performance schedule, City shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Designer without the prior written approval of City. If the Designer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the City will suffer damage for which the Designer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.4 Excusable Delays. Any delays in Designer's work caused by the following shall be added to the time for completion of any obligations of Designer: (1) the actions of City or its employees; (2) the actions of those in direct contractual relationship with City; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control

of the Designer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Designer. Neither the City nor the Designer shall be liable for damages, liquidated or otherwise, to the other on account of such delays.

3.7.5 Request for Excusable Delay Credit. The Designer shall, within fifteen (15) calendar days of the beginning of any excusable delay, notify the City in writing of the causes of delay (unless City grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement). City will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The City's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Designer for extensions of time shall be an extension of the performance time at no cost to the City. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Designer make an application for an extension of time, Designer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Designer Services.

3.8.1 Request for Services. At City's request, Designer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted design practice.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) 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 for the Designer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Designer shall not perform, nor be compensated for, Additional Services without prior written authorization from City and without an agreement between the City and Designer as to the compensation to be paid for such services. City shall pay Designer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Designer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Designer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

(a) Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

(b) Furniture and Interior Design. Assistance to City, if requested, for the selection of moveable furniture, equipment or articles which are not included in the Construction Documents.

(c) Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services

made necessary by the failure of Designer to detect and report such matters when it reasonably should have done so shall not be compensated.

(d) Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Designer.

(e) Legal Proceedings. Serving as an expert witness on City's behalf or attending legal proceedings to which the Designer is not a party.

(f) Damage Repair. Supervision of repair of damages to any structure.

(g) Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Designer's services for the Project.

3.9 City Responsibilities. City's responsibilities shall include the following:

3.9.1 Data and Information. City shall make available to Designer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the City shall provide the Designer with a preliminary construction budget ("City's Preliminary Construction Budget").

3.9.2 Project Survey. If required pursuant to the scope of the Project and if requested by Designer, City shall furnish Designer with, or direct Designer to procure at City's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.9.3 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.9.4 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.5 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection or environmental/hazardous materials testing and inspection pursuant to any applicable laws, rules or regulations.

3.9.6 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.7 City's Representative. The City hereby designates the City Manager, 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 Contract. The City Manager hereby designates **STEVE ERICKSON, DIRECTOR OF ENGINEERING/CITY ENGINEER**, or his or her designee, as the City's contact for the implementation of the Services hereunder.

Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.9.8 Review and Approved Documents. Review all documents submitted by Designer, including change orders and other matters requiring approval by the City Council or other officials. City shall advise Designer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Designer's Compensation for Basic Services. City shall pay to Designer, for the performance of all Services rendered under this Agreement, the total not to exceed amount of **NINE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED NINETY-FOUR Dollars (\$913,494.00)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

3.10.2 Payment for Additional Services. At any time during the term of this Agreement, City may request that Designer perform Additional Services. As used herein, Additional Services 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. Any additional work in excess of this amount must be approved by the City. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. City shall have the authority to review and approve the rates of any such consultants. In addition, Designer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.3.

3.10.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Designer shall not be reimbursed for any expenses unless authorized in writing by City, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Designer in the interest of the Project. Designer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$1,000; and (5) other costs, fees and expenses in excess of \$1,000.

3.10.4 Payment to Designer. Designer's compensation and reimbursable expenses shall be paid by City to Designer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Designer shall present to City an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Designer shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Designer shall present to City an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services 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 thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Designer shall be compensated as set forth in the termination provision herein.

3.10.5 Withholding Payment to Designer. The City may withhold payment, in whole or in part, to the extent reasonably necessary to protect the City from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which Designer is liable under the Agreement or state law. Payments to the Designer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Designer shall not be withheld, postponed, or made contingent upon receipt by the City of offsetting reimbursement or credit from parties not within the Designer's reasonable control.

3.10.6 Prevailing Wages. Designer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Designer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. City shall provide Designer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Designer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Designer's principal place of business and at the Project site. Designer 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 of the Designer or its consultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Designer 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.

3.10.7 Registration. 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 Designer and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Designer 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.

3.10.8 Labor Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Designer’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Designer or any subcontractor that affect Designer’s performance of Services, including any delay, shall be Designer’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Designer caused delay and shall not be compensable by the City. Designer 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 Designer or any subcontractor.

3.11 Notice to Proceed.

Designer shall not proceed with performance of any Services under this Agreement unless and until the City provides a written notice to proceed.

3.12 Termination, Suspension and Abandonment.

3.12.1 Grounds for Termination; Designer’s Termination for Cause. City hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Designer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Designer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by City as a result of the default, if any, by Designer. Designer hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such suspension, abandonment or termination. Designer may terminate this Agreement for substantial breach of performance by the City such as failure to make payment to Designer as provided in this Agreement.

3.12.2 City’s Suspension of Work. If Designer’s Services are suspended by City, City may require Designer to resume such Services within ninety (90) days after written notice from City. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the City and Designer.

3.12.3 Documents and Other Data. Upon suspension, abandonment or termination, Designer shall provide to City all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which City would have been entitled

at the completion of Designer's Services under this Agreement. Upon payment of the amount required to be paid to Designer pursuant to the termination provisions of this Agreement, City shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Designer under this Agreement. Designer shall make such documents available to City upon request and without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Designers. 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.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. All plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, design presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of City. Although the official copyright in all Project Documents shall remain with the Designer or other applicable subcontractors or consultants, the Project Documents shall be the property of City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Designer shall provide to City copies of all Project Documents required by City. In addition, Designer shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Designer shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.13.2 Right to Use. Designer grants to City the right to use and reuse all or part of the Project Documents, at City's sole discretion and with no additional compensation to Designer, for the following purposes:

- (a) The construction of all or part of this Project.
- (b) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (c) The construction of another project by or on behalf of the City for its ownership and use;

City is not bound by this Agreement to employ the services of Designer in the event such documents are used or reused for these purposes. City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Designer or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit City's right to recover for latent defects or for errors or omissions of the Designer.

Any use or reuse by City of the Project Documents on any project other than this Project without employing the services of Designer shall be at City's own risk with respect to third parties. If City uses or reuses the Project Documents on any project other than this Project, it shall remove the Designer's seal from the Project Documents and hold harmless Designer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Designer shall require any and all subcontractors and consultants to agree in writing that City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Designer represents and warrants that Designer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Designer prepares or causes to be prepared pursuant to this Agreement. Designer shall indemnify and hold City harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Designer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Designer and provided to Designer by City.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Designer in connection with the performance of this Agreement, shall be held confidential by Designer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of City, be used or reproduced by Designer for any purposes other than the performance of the Services. Designer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Designer which is otherwise known to Designer or is generally known, or has become known, to the related industry shall be deemed confidential. Designer shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of City.

3.14 Indemnification.

3.14.1 To the fullest extent permitted by law, Designer 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 Designer, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Designer'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. Designer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Designer, the City, its officials, officers, employees, agents, or volunteers.

3.14.2 If Designer's obligation to defend, indemnify, and/or hold harmless arises out of Designer'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, Designer'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 Designer, and, upon Designer obtaining a final adjudication by a court of competent jurisdiction, Designer's liability for such claim, including the cost to defend, shall not exceed the Designer's proportionate percentage of fault.

3.15 Insurance. Designer shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Designer shall not

allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required therein.

3.16 Records.

Designer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Designer 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. Designer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Designer shall cooperate and consult with City in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to City's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other City site, will be covered by, and be the subject of, a separate Agreement for design services between City and the designer chosen therefor by City.

3.19 Mediation.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 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, Designer 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.

3.21 Asbestos Certification.

Designer shall certify to City, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Designer prepares for the Project. Designer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Designer shall also assist the City in ensuring that contractors provide City with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Designer shall include statements in its

specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Santa Clara County.

3.24 Exhibits and Recitals.

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

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

3.27 Safety.

Designer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Designer 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 its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Harassment Policy.

Designer shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Designer shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Designer's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.29 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:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Steve Erickson, City Engineer /

Director of Engineering

CONSULTANT:

Shah Kawasaki Architects, Inc.

570 10th Street, Suite 201

Oakland, CA 94607

Attn: Philip Luo, Principal

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.

3.30 Time of Essence.

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

3.31 City's Right to Employ Other Consultants.

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

3.32 Prohibited Interests.

3.32.1 Solicitation. Designer warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Designer, to solicit or secure this Agreement. Further, Designer 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 Designer, 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.

3.32.2 Conflict of Interest. 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.

3.33 Equal Opportunity Employment.

Designer 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 any other classification protected by federal or state law. 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. Designer shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Labor Certification.

By its signature hereunder, Designer 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 Worker's 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.

3.35 Wage Theft Certification.

3.35.1 Designer, 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.

3.35.2 BY SIGNING THIS AGREEMENT, DESIGNER 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 DESIGNER OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. DESIGNER 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, DESIGNER 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 DESIGNER OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.35.3 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 Designer or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Designer learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Designer 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. Designer 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 Designer or its subconsultant is subject to a payment or other alternative plan, the Designer 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.

3.35.4 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.

3.35.5 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.

3.35.6 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.

3.36 Subcontracting.

As specified in this Agreement, Designer shall not subcontract any portion of the Services 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 each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. 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. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

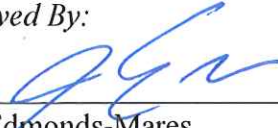
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND SHAH KAWASAKI ARCHITECTS**

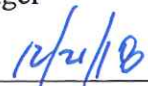
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:



Julie Edmonds-Mares
City Manager

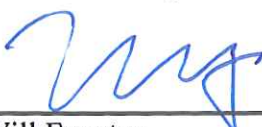


Date

Approved As to Content:

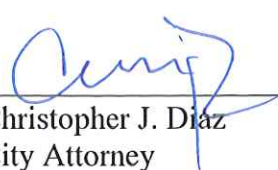
 12/6/18

Steve Erickson
Director of Engineering/City Engineer

 12-10-18

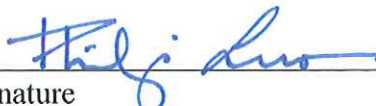
Will Fuentes
Director of Financial Services

Approved As To Form:



Christopher J. Diaz
City Attorney

SHAH KAWASAKI ARCHITECTS



Signature

Philip Luo
Name

Principal
Title

11/19/2018
Date

EXHIBIT “A”
DESIGNER’S SCOPE OF SERVICES

Scope of Services - Fire Stations No. 2 Replacement

Consultant shall perform professional services related to the pre-design, site planning and schematic design, design development, temporary relocation and facilities for fire services, construction documents, bidding and award, and construction support for the Milpitas Fire Station No. 2 Project to be located at 1263 Yosemite Drive, in the City of Milpitas, California, ("Project"). Consultant shall provide professional services in accordance with this Agreement and coordinate with the City to provide a design for a complete fire station, ready for operations. Services under the scope of work shall comply with contract provisions. Consultant shall also provide consultation to City staff, City Council and others who are involved with the Project and shall provide guidance, advice and assistance in completion of the Project.

Section 1: General Requirements

The City of Milpitas seeks to replace Fire Station No. 2 located at 1263 Yosemite Drive with a new fire station on the same site. The Milpitas Fire Department (MFD) expects staff increases to 24 members, which includes three shifts of eight fire fighters. The apparatus bay will also increase in size to three bays for two Type 1 Fire Engines, one Type 1 Reserve Fire Engine, one Type 3 Fire Engine, and one Ambulance. It is anticipated that the new building will include (3) apparatus bays, dorm rooms, office, day room, kitchen/dining room, and various support rooms. Site improvements will include modified driveways, new parking lot, and possibly a temporary residence and fire apparatus canopy.

The City's Project staff (Project Manager) shall manage the design of this Project and performance under this Agreement. Consultant shall receive final direction from the Project Manager or authorized designee only. The Project Manager shall resolve any conflicting direction from other groups, departments or agencies. Consultant shall provide the services necessary to complete the design and assist with public bid process, construction administration, and closeout of the Project, as defined in this Agreement. Consultant shall assist with project management/coordination and preparation of technical documents in compliance with applicable codes, rules, regulations, and guidelines as required by the Building Department for issuance of a Building Permit and for bid and construction. The specifications shall include the City's front-end contract provisions and the bid schedule.

A. General Performance Requirements:

1. Consultant shall coordinate the scope of services described herein with the City and City's separate consultants and contractors as needed and as directed by City. Consultant shall also manage, coordinate, and review work submitted by the Sub-consultants for accuracy and conflicts with other disciplines.
2. Consultant and the City recognize the importance of the need to maintain the Architect's key personnel throughout the entire duration of services, and therefore will conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner.

3. The schedule for the performance of the Consultant's services included in Exhibit A may be adjusted by mutual agreement as the Project proceeds. Consultant shall manage the Consultant's services, manage its Sub-consultants and administer the Project.
Consultant shall consult with the City, research applicable design criteria, communicate with members of the Project Team, and issue monthly written progress reports and brief weekly email updates on progress, or as otherwise mutually agreed to with the City.
4. Consultant shall prepare, and periodically update, a Project Schedule and cost plan for the City's review. The Project Schedule shall identify milestones, dates for decisions required of the City, design services furnished by the Consultant and the Consultant's Sub-consultants, dates of reviews and approvals required by governmental agencies that have jurisdiction over the Project, deliverables to be furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and substantial completion of the Work. The schedule shall include adequate periods of time for review and consideration by City and shall incorporate pertinent calendar information including all Consultant Holidays, City Holidays, and public meeting dates of the City Council, Planning Commission, and Public Safety and Emergency Preparedness Commissions. The project schedule shall include these milestone dates:
 - a. Completion of Phase 1: Programming Phase February, 2019
 - b. Completion of Phase 2: Schematic Design May, 2019
 - c. Completion of Phase 3: Design Development August, 2019
 - d. Completion of Phase 4: Construction Documents December, 2019
 - e. Other milestones pertinent to the completion of the project
 - f. See Exhibit "B"
5. Consultant shall keep the Project within the Construction Budget (Cost Plan) to be established for the Fiscal Year (FY) 2019-2024 Capital Improvement Program (CIP) with the help of the consultant. Consultant is to develop a Cost Plan to help refine the Construction Budget through the Programming and Schematic Design. Consultant shall assist the City establish a not-to-exceed Construction Budget by February 2019 for the Fiscal Year (FY) 2019-2024 CIP budget process to secure bond funding for construction.
6. Consultant shall submit design documents to the City for purposes of review and evaluation by the City at the end of the Programming, Schematic Design (30%), Design Development (60%), and 95% Construction Document phases. Consultant shall address comments provided and compiled by the City into a single set of coordinated comments and make revisions as required by the City for each phase in a timely manner. In responding to review comments and revising the design documents, Consultant shall review, coordinate and address all associated consequences of the revisions to maintain the integrity of the documents and the design intent. Submittals that have not completely addressed prior review comments will either be accepted as an intermediate submittal that does not satisfy the milestone, or may be rejected, until the submittal addresses the prior review comments.

7. Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. Consultant shall design the Project in compliance with latest City, State, and Federal Storm Water Pollution Prevention and Erosion Control guidelines.
9. The Consultant shall assist the City with community outreach effort and attend up to two community meetings. The Consultant will attend the Planning Commission and City Council meeting to assist with presentations to obtain approvals and entitlements for the Project.
10. Consultant shall provide the City with information and recommendations on the value of alternative materials, building systems and equipment, together with other considerations based on program, budget, resilience, and aesthetics in developing the design for the Project.
11. Upon request of the City, Consultant shall make presentations to explain the design of the Project to representatives of the City, as necessary to inform the City's various bodies (City Council, Commissions, Subcommittees, and Departments) to support the City's development and Capital Improvement review process, at each of the phases.
12. Consultant shall not rely on the accuracy of City Record Documents. The City does not warrant the accuracy or completeness of its Record Documents. Consultant shall verify all information to their professional satisfaction. Consultant may rely upon the new design documents relating to the Project, to the standard of care of those documents that are provided. Consultant will note and report any discrepancies observed in the course of professional activities covered by the services provided under this Agreement.
13. Consultant shall prepare team Organizational meetings to introduce team members, to establish Project communication, and to discuss the participants' roles, responsibilities, and authority.
14. Consultant shall meet with the City Building and Planning departments, prior to the start of Schematic Design, Design Development and Construction Document phases in order to review local and state codes for zoning, building, and CEQA submittal and approval requirements.
15. Consultant shall make all submittals required to obtain building permits for the Project to the City of Milpitas Building Inspection Division, 455 East Calaveras Blvd, First Floor. The City will be responsible for City Department reviews and permit fees. The Consultant shall meet with the Building Official as required to review and discuss plan review comments from the Building Official. The Consultant shall make any and revisions to the plans and provide all submittals to the City as required by the City of Milpitas Building Official in order for the City to issue required building permits.

16. The Consultant shall be responsible for reviewing, coordinating, integrating and preparing construction documents of Sub-Consultants, and obtaining the stamp and signature on the plans and documents of Sub-consultants requiring professional licensure, as required by State law. Consultant shall incorporate into each set of plans and each submittal to the City and City Building Inspection Division those plans, specifications, calculations, reports and other documents prepared by Sub-Consultants. The electrical engineer shall be responsible for coordinating low voltage wiring with other electrical design. Plans that are prepared by Sub-Consultants and not incorporated into sets of complete plans will not be accepted by the City Building Department and will not satisfy achievement of the milestone.
17. Consultant shall provide design coordination of structural system, mechanical, HVAC, plumbing, fire protection, data/voice raceway, audio/visual technology, electrical, lighting, telecommunications, alarm, and other systems, for proper location, clearance and space requirements in order to reduce potential conflicts between these systems.
18. The Consultant and Sub-consultants shall meet the standard of care in performing their services. Personnel assigned to this project shall complete tasks only within their area of competence. The Consultant Team shall endeavor to perform its services in accordance with current electrical, fire, mechanical, building, safety, and other applicable codes, rules, regulations, and laws.
19. Consultant shall provide required design and detailing during the design phase of the Project, and limit the amount of design and detailing required during construction or required of the Construction Contractor to those items specifically enumerated herein below. Consultant shall provide detailed concept drawings and performance specifications and specific examples of material, products, fixtures and equipment that meet the performance specification, that provide sufficient detail to coordinate design/build work with the Project. A list of "deferred submittals" for Contractor design/build work to be included in the Construction Documents may include the following, as modified by the comments in [brackets]:
 - a. Temporary Earthwork
 - b. Elevator car and conveyance mechanism, and connection to structure - [Consultant shall design the structural support, shaft, pit.]
 - c. Automatic fire sprinkler system - [Consultant shall coordinate performance and location, layout the head locations, trim and performance specifications.]
 - d. Cold formed metal framing (exterior metal stud walls & roof joists) -[Consultant shall determine typical sections, gage, width and stud spacing, and finish.]
 - e. Non-load bearing metal wall framing (interior stud walls) -[Consultant shall determine stud size and define performance in specifications.]
 - f. Integral elements of manufactured Glazing systems, excluding structural support - [Consultant shall coordinate structural support specify fit finish.]

- g. Integral structural elements of manufactured skylight systems except structural framing and support. - [Consultant shall design waterproofing and coordinate lighting, fire sprinkler, and other appurtenances, except individual window panes.]
- h. HVAC equipment and ductwork supports - [Consultant shall coordinate ductwork and review design of supports for HVAC equipment]
- i. Pre-manufactured steel stairs - [Consultant shall specify rise and run.]
- j. Manufactured Guardrail and handrail structural components of systems [Consultant shall show extent, location, and extensions, fit and finish and coordination.]
- k. Ceiling Systems - [Consultant shall show extent, location, and elevations, fit finish and coordination.]

Consultant shall neatly list submittals required in the Specifications, organized in categories, indicating: the item, at least one acceptable manufacturer or material supplier, and references to the item mentioned in the Construction Documents, other pertinent comments or information. Quantities will be indicated in the drawings. Estimated cost will be provided in the cost estimate.

Generally, systems or products that are proprietary, licensed, or require periodic payments for continued use, are not acceptable. Exceptions may be allowed for certain software and other items, where Consultant has provided reasonable information that indicates the use is necessary and cost-effective to the City.

- 20. Work shall be done in an electronic format, appropriate to the work product, including (AutoCAD/Revit) drawings, plans, elevations, sections, diagrams, details, etc., (Word) specifications, reports, and other narrative, (PowerPoint) presentations, (Excel) Spreadsheets, (Primavera or Project) schedules, and other appropriate digital electronic formats. Each submittal shall include the digital electronic information on CD, including all files, symbols, libraries, fonts or other information needed to view and print the digital data, as well as a paper hard copy.
- 21. The Consultant shall prepare cost estimates to assist the City develop a budget for the project. Cost estimates will be prepared for 30%, 60%, and 95% Design Documents. Cost estimates shall factor in market conditions and other considerations for construction anticipated to start in late 2019. If the bid cost exceeds the 95% Design Cost Estimate by 10%, the Consultant will assist the City with value engineering as part of the base scope of services. The City will bid out the project within 4 months of the final cost estimate.
- 22. Consultant shall design and detail aspects of the Project to convey design intent through detailed concept drawings and performance specifications. A list of "deferred submittal" items will be provided in the drawings and specifications to define General Contractor design-built work. Specifications will list submittals required by the General Contractor.

23. Work shall be done in electronic format. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, AutoCAD, etc. Large files will be transferred through cloud services such as Office 365 SharePoint.
24. Follow City's CAD drafting standard guidelines.
25. Green Infrastructure and Sustainability: Consultant will include sustainability measures into the design of the project. The design will consider measures will to improve energy efficiency, water usage, storm water quality control, and occupant health. The building design will meet Cal Green Standards, which is comparable to sustainability standards defined by LEED Silver. LEED certification and documentation is not included in this scope of work. The project will be designed to be able to install photovoltaic panels and one vehicle charging station at a later date. Conduit will be run as required, and space shall be provided in the electrical room for future connections.
26. Furniture Fixture & Equipment (FF&E): Consultant will provide selection services and will prepare plans and specifications for furniture, fixtures, and equipment related to the building facility as required for public bidding. Typical FF&E includes Furniture (desks, tables chairs, beds, nightstands, window treatments, carpet, flooring, filing cabinets, pedestals, lazy boy chairs, lamps, patio furniture), Appliances (washer, dryer, refrigerator, microwave, oven/range, dishwasher), and Air compressor. Exercise equipment, and firefighting support equipment will be provided by City and Contractor installed. The following items are assumed to be provided by others: gym equipment, small items (tools, appliances, kitchenware, janitorial), entertainment (TV's, DVD's, usually provided by fire fighters), IT/telecom/alert/AV (computers, servers, switches, alert [Zetron], radios, PA, AV), and fire station specialties (hose dryer, extractor, SCBA, Cascade). The Consultant shall work with the City and the City's vendors to provide the necessary backbone electrical and mechanical infrastructure needed for installation of the equipment mentioned.
27. Prepare a work plan that will support integration and interface of the proposed new Fire Station Alert System. The equipment and installation will be deployed by an outside vendor.
28. Temporary Fire Station: Consultant will prepare schematic design for Planning Approval, and upon approval will prepare architectural, civil and electrical construction documents for a temporary fire station. The temporary station shall be located on the existing fire station parking lot site and shall be phased to allow continuous operation between the demolition of the existing station and completion of the new station. The temporary station shall consist of a modular housing unit for three fire personnel, a metal awning for a fire engine, turnout and limited apparatus support storage, and a minimum of three parking stalls. During the design process, the City will make the determination to lease or purchase the modular housing unit and the awning structure directly or require the general contractor to provide as part of the construction documents. The

construction documents at minimum will be to prepare the site for the temporary utilities, site work, and structures and restoration of the site to the final new station configuration.

29. Standard of Performance: Consultant acknowledges that is their obligation to prepare a bid package, including plans, specifications, and other bid documents suitable for bidding under the Public Contract Code. Consultant further acknowledges that Consultant understands the standard of care required of bid packages advertised by public agencies for competitive bidding. The City is relying upon the Consultant's professional skill and experience to prepare the bid package. Consultant shall produce a 100% Construction Documents ready for bid within the schedule. Consultant will be considered to have used due professional care to meet the Standard of Performance if construction change orders, made necessary due to the Consultant's performance, do not exceed 10% of the total construction bid price.

B. Estimate of Probable Construction Cost:

1. Consultant shall be responsible to design the Project to the approved Construction Budget. The Consultant shall provide an Estimate of Probable Construction Cost at 30%, 60%, and 95% Design Documents, to demonstrate the design is within the approved Construction Budget. The approved Construction Budget shall be such that if the lowest bid is within 110% of the final Estimate of Probable Construction Cost it will be no greater than the Cost Plan. Consultant shall not proceed further with next phases until each design submittals cost estimate is reconciled within the City's Construction Budget.
2. If the bid cost exceeds the 95% Design Cost Estimate by 10%, the Consultant will assist the City with value engineering as part of the base scope of services. The City will bid out the project within 4 months of the final cost estimate.

Section 2 - Scope of Services

The Consultants' scope of services for this Project shall include Architectural and Engineering Services outlined below for these new and renovated facilities. The Consultant shall provide in-house personnel or Sub-consultants to perform the services in this Agreement and as described below:

- Architectural Design
- Civil Engineering/Site Grading/Site Storm water Management Plan
- Topographical Surveying
- Landscape Design
- Structural Engineering
- Mechanical Engineering
- Plumbing Design
- Electrical Engineering
- Lighting Design
- FF&E Design
- Environmental Analysis

- Geotechnical Engineering
- Demolition Plan
- Cost Estimating

Phase 1 - Programming Phase

During the Programming Phase, the Consultant will gather information and prepare a program for the facility.

1. Kick-off Meeting: Meet with City to review project goals, work plan / schedule and initial budget to develop a Cost Plan. Review current fire station design best practices (Cal Fire Presentation). Tour existing Milpitas fire stations and discuss MFD operations and preferences.
2. Review Existing Documents: Obtain existing documents from City, potentially including prior topographic surveys, existing floor plans, site/utility locations, and reports. Review and develop questions for the City.
3. Tour of SKA Fire Station: Tour SKA's latest fire station (Napa 5) to discuss implementation of design best practices and lessons learned.
4. Interview and Prepare Program: Based on information discussed during tours of the Milpitas and SKA stations, prepare an initial program spreadsheet consisting of proposed site elements rooms, functions, net and gross square footage. Review and refine the recommendations in an interactive workshop with City.
5. Community Workshop #1: Conduct a meeting with the local community and solicit opinions regarding an appropriate aesthetics fit for the neighborhood. Record comments/opinions.
6. Topographic Survey: Prepare topographic survey.
7. City Review: Submit program spreadsheet for City approval.
8. Meetings: 2 included in this phase including meetings listed above.
9. Deliverables shall include:
 - a. Cost Plan
 - b. Summary of interviews and programming
 - c. Spreadsheet of programmatic spaces
 - d. Topographic survey
 - e. Summary of Community Workshop #1
 - f. Tour and meeting minutes

Phase 2 - Schematic Design (30%) Phase

During the Schematic Design (30%) Phase, the Consultant will work with the City to develop building plans and engage the community to develop an appropriate aesthetic fit with the

community. The Consultant shall obtain approvals of the Schematic Design from Public Safety and Emergency Preparedness Commissions, Planning Commission, and City Council, which all require public meeting presentation. Based on the City's current streamlined construction budget, the design team's approach will be to provide a highly cost effective design with a few alternative enhancements agreed in advance with the City. In this manner, it will not be necessary to "Value Engineer" the project down, but rather add enhancements if they can be afforded.

1. Consultant to prepare Team Meetings and meetings with necessary City staff to present the conceptual building alternatives.
2. Consultant to refine Schematic Design Plan based on meetings and other review comments.
3. Consultant to do preliminary code compliance review per City Building and Planning Departments requirements.
4. Consultant to prepare Schematic Design package and statement of Estimate of Probable Construction Cost to establish a Construction Budget for the FY2019-24 CIP.
5. Consultant shall provide services necessary for the preparation of Schematic Design documentation for review and approval by the City. Said Schematic documentation shall be based on the City approved Conceptual Design and shall be of sufficient scope and detail to fix and describe the size and character of the Project.
6. Schematic Design documentation services to be provided by Consultant shall include the following:
 - a. Architectural design/documentation services, including development of all Schematic Design documents necessary to establish the final scope, relationships, forms, size, appearance and cost of the Project.
 - b. The Schematic Design Documents shall include scale drawings for the following:
 - i. the site plan with on-site and off-site work information
 - ii. preliminary building plans depicting the area and configuration requirements for all interior and exterior spaces and demonstrating the solution for pedestrian & vehicular access and adjacency requirements;
 - iii. Sections including the context; elevations including the context; and, colored plan diagrams showing programmed uses and circulation.
 - iv. These plans shall be at reasonable scales, but not smaller than 1"=20' for site, and Civil, and 1/8" = 1' for floor plans.
 - c. The Schematic Design Documents shall include study models, perspective sketches, electronic modeling or combinations of these media. Models shall illustrate the building's day and nighttime appearance from interior and exterior perspectives and the impact of solar effects on the building.

- d. The Schematic Design Documents shall describe preliminary alternatives for materials, finishes, systems and products including an evaluation of their life cycle cost, durability.
- e. The Schematic Design Documents shall describe preliminary selections of major building systems and construction materials.
- f. The Schematic Design Documents shall indicate site improvements including landscaping outdoor spaces and location and layout of parking for employees, City vehicles and visitors, and pedestrian access. It shall also include a description of materials and equipment.
- g. Documents shall identify preliminary space requirements for structural and building enclosure systems, preliminary space requirements for all mechanical systems and other equipment, and points of connection for utilities including but not limited to electric, natural gas, water, sanitary, storm, telecom, data, cable TV and others.
- h. The Schematic Design shall also address access control and security measures.

7. Tasks:

- a. Temporary Relocation: Assist the MFD develop a feasible temporary relocation plan for Fire Station No. 2 to meet the Standards of Cover operations and level of service during construction. Cost estimates for the temporary relocation will be included in the Construction Budget.
- b. Develop Options: Based on the approved program, develop (3) site options indicating apparatus ingress/egress, parking, Convault, generator, and the total interior gross square footage determined in the program phase. Diagrammatically indicate general locations of interior functions.
- c. Review Options with City by discussing pros and cons of each option as well as rough order of magnitude cost differences if any. Collectively choose one option for further development.
- d. Prepare Schematic Design and Planning Submittal of selected option. Prepare site plan, landscape plan, floor plan, roof plan, building section, exterior elevations, and single line diagrams for structural, mechanical and electrical systems. In addition, prepare exterior rendering, storm water plan, planting, and exterior lighting diagrams for the Planning submittal.
- e. Community Workshop #2: Conduct a meeting with the local community and present schematic design elevations and their relationship to comments made at Community Workshop #1. Record comments/opinions.
- f. Review Schematic Design during a progress meeting with City.
- g. Prepare cost estimate of the Schematic Design and 3-4 enhancements as noted above.
- h. Prepare Geotechnical and Environmental Analysis: Based on the location of the proposed building, prepare geotechnical analysis. Prepare a Phase I Environmental Analysis of the existing site and building for abatements necessary for site work and building demolition.

- i. Assist the City present the Schematic (Concept) Design to the Planning Commission, Public Safety and Emergency Preparedness Commissions, and the City Council to obtain approvals to move on to the Design Development Phase.
- 8. Meetings: 7 included in this phase
 - a. 2 Design meetings with the City
 - b. Up to 2 Community Outreach meetings
 - c. Planning Commission for project entitlement
 - d. Public Safety and Emergency Preparedness Commissions
 - e. City Council Meetings for the approval of the Concept Design
- 9. Deliverables shall include:
 - a. Temporary relocation plan
 - b. Summaries of Community Meetings
 - c. Meeting minutes
 - d. Phase 1 Environmental Analysis report for the site and building.
 - e. Architectural & Civil Site Plan at 1/16"=1'-0" scale
 - f. Floor Plans at 1/8"=1'-0" scale
 - g. Exterior Elevations at 1/8"=1'-0" scale
 - h. Building Sections at 1/8"=1'-0" scale
 - i. Design area tabulations
 - j. 30% Cost Estimate/Construction Budget
 - k. Rendered perspectives or other illustrations to convey design intent for presentations

Phase 3 - Design Development (60% Phase)

Based on the approved Schematic Design Documents, prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as appropriate. Advise the City of any adjustments to the preliminary estimate of Construction Cost.

- 1. Consultant shall coordinate and manage its Sub-consultants throughout the Design Development phase and coordinate with the City, City's representatives and key departments, including but not limited to City's Building, Planning, Engineering, and Information Services staff.
- 2. Consultant shall prepare Design Development documents as specified in "Deliverables" section below based on refinement and further development of the approved schematic design, including preliminary furniture layouts, built-in fixtures, and equipment selections.
- 3. Consultant shall attend Team Meeting, and Fire Department Meeting, and present 50% Design package for review and approval by the City.

4. Consultant shall refine design development plans based on comments received from City.
5. Consultant shall coordinate meetings with Building & Fire Department to review plans.
6. Consultant shall finalize Design Development package as noted in Section below.
7. Consultant shall attend Team Meeting, MFD Meeting, and with City Council Meeting to present 100% design development package for review and approval by the City if requested by the City Project Manager.
8. Tasks:
 - a. Consultant shall prepare design development packages for new Fire Station and a Temporary Fire Station:
 - i. Consultant shall refine and update schematic design drawings including the temporary relocation plan in response to comments from City representatives.
 - ii. Consultant shall develop building and site details.
 - iii. Consultant shall prepare in-progress specifications for projects.
 - iv. Consultant shall develop interior/exterior design.
 - v. Consultant shall prepare interior/exterior product/finish boards.
 - b. Consultant shall submit the design development packages in PDF format to City for review which shall include the architectural, structural, and building systems drawings, and relevant drawings and materials.
 - c. Consultant shall coordinate and meet with project team, as needed, including Public Works Engineering, Fire, and Planning.
 - d. Upon completion of design development, Consultant shall provide a design development-level construction cost estimate and a project schedule including time for permits required for the project.
 - e. Consultant shall present design development packages to City.
9. Meetings: 3 included in this phase
 - a. Design Meetings
 - b. Planning Commission Meeting
10. Deliverables shall include:
 - a. Site Design:
 - i. Temporary relocation plan
 - ii. Demolition Plan
 - iii. Storm water Management Plan as required
 - iv. Architectural, Civil, and Landscape Plans at 1/16"=1'-0" scale
 - v. Building plan located dimensionally with pertinent adjacencies, street lines and grades, property lines, required setbacks, easements, rights of

- way, manholes, sewers, hydrants, light standards, etc., interfaced with survey
- vi. Preliminary grading and landscaping plans coordinated with mechanical/electrical for utility entry points; elevation datum at entries
- vii. Indicate areaways, vaults, access to subgrade spaces.
- viii. Preliminary site and exterior building lighting scheme with identification of fixture types
- ix. Parking area, paths, stairs, ramps, berms, terraces, etc.
- x. Design development details:
 - 1. Railings
 - 2. Stairs
 - 3. Ramps
 - 4. Paving types and patterns
 - 5. Benches
 - 6. Plants (if necessary) etc.
- b. Floor Plans at $\frac{1}{8}"=1'-0"$
 - i. Building perimeter footprint and exterior wall type, thickness and composition
 - ii. Structural column grid
 - iii. Major mechanical/electrical systems determined and their requirements reflected and indicated on plans
 - iv. Indicate building core - elevators, stairs, etc.
 - v. Internal partitions and types indicated
 - vi. Door swings indicated
 - vii. Adequate internal and external dimensions
 - viii. Floor, slab, and level elevations
 - ix. Typical door types
 - x. Typical partition types
 - xi. Building core element-well worked out with dimensions
 - 1. Stairs
 - 2. Elevators
 - 3. Major shafts
- c. Enlarged Plans
Large-scale (i.e. $\frac{1}{4}" = 1'-0"$ or $\frac{1}{2}" = 1'-0"$ if needed); detail lobby, entries, public plaza, major corridors, special spaces, etc. Typical to provide interior elevations of enlarged plan areas with surfaces delineated
- d. Exterior Elevations at $\frac{1}{8}"=1'-0"$ scale:
 - i. Total full-height facades including roof structures
 - ii. Fenestration fixed and related to interior walls and internal slab heights
 - iii. Overall vertical building and floor heights indicated and related to established building datum
 - iv. Indicate grid lines
 - v. Indicate setbacks, building profiles, expansion joints, etc.
 - vi. Indicate treatment of visible mechanical equipment

- vii. Systems impact (precast concrete, stone, panel systems, metal/glass curtain wall, etc.)
- e. Sections at $\frac{1}{8}"=1'-0"$:
 - i. Overall building longitudinal and transverse or cross section at same scale as floor plans
 - ii. Wall Sections ($\frac{3}{4}"=1'-0"$)
 - Full height sections conveying basic building configuration, to indicate:
 1. Foundation and perimeter treatment
 2. Typical wall construction
 3. Back-up structure, abutting floor system
 4. Window location and insulation methods
 5. Flashing, masonry coursings
 6. Mechanical penetration impacts (furring, etc.)
 7. Parapet design
- f. Interior Elevations
 - Typical and special spaces, interfaced with, and cross-referenced to, floor and reflected ceiling plans. Indicate:
 - i. Suspended ceiling lines reflecting structural and mechanical conditions above
 - ii. Breaks
 - iii. Level changes
 - iv. Pertinent vertical dimensions
 - v. Wall material and finish
- g. Reflected Ceiling Plans at $\frac{1}{8}"=1'-0"$
 - Typical and special spaces. Integrated plans reflecting structural, mechanical, and electrical impacts. Plans to indicate:
 - i. Lighting layouts
 - ii. Soffits, coves, furring
 - iii. Skylight locations
 - iv. Ceiling materials
 - v. Acoustic treatments
 - vi. Interface with window details
 - vii. HVAC grilles - supply and return
 - viii. Fire-sprinklers, if critical to design
 - ix. Access panels
 - x. Exposed structure
- h. Schedules:
 - i. Room Finish
 - ii. Door
 - iii. Window or storefront
- i. Structural Drawings:
 - i. Floor plans at the same scale as the architectural drawings
 - ii. Typical floor framing plans, including -Sizing of beam drops
 - iii. Slab openings

- iv. Thicknesses
- v. Depressions
- vi. Framing indication and governing sizing at:
 - 1. Roof structures
 - 2. Penthouse
 - 3. Bulkheads
 - 4. Other
- vii. Non-typical framing scheme where required:
 - 1. Lobby
 - 2. Floors at grade
 - 3. Other
- viii. Column points established
- ix. Final column schedule
- x. Preliminary details and sections to adequately indicate structural system
- xi. Preliminary details of major unique conditions that impact on scheme (as determined by the architect).
- xii. Details indicating accommodation with mechanical/electrical at areas of major interface
- xiii. Design development specifications
- xiv. Any necessary recommended adjustments to the preliminary estimate of construction cost
- j. Mechanical / Plumbing / Electrical
 - i. Floor plans: systems represented, major equipment, and equip. clearance requirements:
 - 1. Major shafts (sizes)
 - 2. Chases
 - 3. Mechanical rooms and electric closets - convector/fan coil locations, etc.
 - 4. Plumbing riser diagrams
 - 5. Fire-sprinkler (if applicable) main and secondary distribution branch system
 - ii. Penetrations:
 - 1. Wall
 - 2. Slab
 - 3. Beam
 - iii. Enlarged plans:
 - 1. Boiler/heater spaces - include clear height requirements
 - 2. Transformer vaults - approval sought (application started) from local utility company
 - 3. Switchgear, emergency generator, water storage tanks, fire pumps, etc.
 - 4. Roof cooling towers, major air conditioning and air-handling equipment, packaged units, etc.

- iv. Roof Plans - roof air-handling equipment: cooling towers, exhaust fans, vent pipes, etc.
- v. Data to be developed in conjunction and in coordination with the project team:
 - 1. Integrated diagrammatic lighting plans indicating overhead mechanical and electrical equipment for typical floor and special spaces
 - 2. Preliminary electric light fixture schedule and cuts sheets
 - 3. Cut sheets and explanatory information for interior visual items such as:
 - a. Louvers
 - b. Registers
 - c. Heating/cooling units
 - d. Cabinets
 - 4. Exterior louver requirements and proposed locations
- k. Updated construction cost estimate

Phase 4 - Construction Documents (95% & 100% Phase)

Based on the approved Design Development Documents, Consultant will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. Consultant will advise the City of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions and will assist the City in filing documents required for the approval of governmental authorities having jurisdiction over the project. The Consultant will also assist the City in the preparation of drawings and specifications necessary for bid. Separate construction bid packages shall be required for, at minimum, for temporary relocation/facilities and Fire Station No. 2 Replacement.

- 1. Consultant shall coordinate and manage Sub-consultants throughout construction documents phase.
- 2. Consultant shall refine and further develop the approved Design Development package based upon City's comments on the 100% Design Development package review.
- 3. Consultant shall attend Team Meeting: 95% Construction Documents presentation.
- 4. Consultant shall prepare 100% Construction Documents package, with City's comments from the Design Development package incorporated.
- 5. Consultant to coordinate with City's telecommunications staff.
- 6. Consultant to prepare a separate construction documents package for temporary facilities/relocation and Fire Station No. 2 Replacement for Building and Fire department plan check review and permitting. Consultant shall submit permitted plans to the Engineering Department for Bidding.

7. Consultant shall prepare the 100% Construction Documents packages with final quality control review from City and Fire Department back check corrections.
8. Consultant shall make a formal presentation of the design along with the Consultant's Final Estimate of Probable Construction Cost to the Public Safety and Emergency Preparedness Commissions Meeting and City Council Meeting for Plan approval for public bid.
9. Tasks:
 - a. Consultant shall prepare construction documents for a new Fire Station:
 - i. Consultant shall refine and update design development drawings.
 - ii. Consultant shall prepare technical specifications for project in CSI format.
 - iii. Consultant shall coordinate the technical specifications with City's General Conditions and Construction Contract template
 - iv. Consultant shall refine interior design.
 - v. Consultant shall develop final interior finish boards.
 - vi. Consultant shall coordinate with City's design team
 - b. Consultant shall prepare a separate construction documents for temporary facilities/relocation for bid before the new Fire Station.
 - c. Consultant shall submit the 95% construction documents package in PDF format to City for review, which shall include the architectural, structural, and building systems drawings, and any relevant drawings, and materials and specifications. Anticipated plan sheets for submittal to the City shall include but not limited to the following:
 - i. Cover Sheet
 - ii. Construction Plan and Notes
 - iii. Temporary Relocation Plan
 - iv. Architectural Exterior and Interior Plans, Elevation and Finish Schedule
 - v. Structural Plans and Details
 - vi. MEP plans
 - vii. Typical Cross Sections
 - viii. Cabinetry, Doors and Miscellaneous details
 - d. Consultant shall provide a 95% construction documents cost estimate.
 - e. Consultant shall incorporate City comments and update drawings and specifications and issue 95% construction documents for permit.
 - f. Consultant shall respond to building department plan check comments as required to secure a permit for the project and issue a 100%.
 - g. Consultant will assist the City by providing drawings and specifications for bid.
10. Meetings: 3 included in this phase

- a. Design Meeting
 - b. Public Safety and Emergency Preparedness Commissions Meeting
 - c. City Council Meeting
- 11. Provide Final PS&E in PDF and in native electronic document formats (AutoCAD, Word, etc.).
- 12. Consultant shall submit wet stamped and signed plans and specifications for Building Permit submittal.
- 13. Deliverables shall include (PDF's and stamped and wet signed documents for the Building Permit submittal):
 - a. Site Design Drawings (refined from DD Phase):
 - i. Temporary Relocation Plan
 - ii. Demolition Plan
 - iii. Architectural Site Plan
 - iv. Civil Site Plan, Paving Plan, Erosion Control Plan, Storm water Control (Green Infrastructure) Plan, Grading Plan, Utility Plan, and Construction Details
 - v. Landscape Site Plan, Planting Plan, Irrigation Plan, Construction Details
 - b. Floor Plans (refined from DD Phase)
 - c. Enlarged Plans (refined from DD Phase)
 - d. Exterior Elevations (refined from DD Phase)
 - e. Sections (refined from DD Phase):
 - i. Overall Building Sections
 - ii. Wall Sections
 - f. Interior Elevations (refined from DD Phase)
 - g. Reflected Ceiling Plans (refined from DD Phase)
 - h. Schedules (refined from DD Phase):
 - i. Room Finish Schedule
 - ii. Door Schedule
 - iii. Partition Schedule
 - i. Details at 1 1/2" or 3"=1'-0"

Large-scale (1 1/2", 3") as required. Key to floor plan or original reference drawing:

 - i. Window types: divisions, pattern, mullion profiles, vent detail, glazing type, jamb/ head, plan section
 - ii. Stairwells - include guard and handrail design
 - iii. Metal and glass walls, side lites, etc.; for division, profile, and glazing type
 - iv. Non-typical design-related heavy gage metal work requiring special fabrication, joining, fastening to other building elements
 - v. Interior partition type and schedules - typical only; keyed to floor plans
 - vi. Built-in furniture items, reception desks, worktops, counters, cabinet types, display cases, recesses, millwork, etc.
 - vii. Typical ceiling details showing support, bracing, and transitions

- viii. Finish details showing transitions
- j. Structural Drawings (refined from DD Phase):
 - i. Add construction details
- k. Mechanical / Plumbing / Electrical (refined from DD Phase):
 - i. Add construction details

Phase 5 – Bid/Award and Construction Support

The City shall coordinate the public bid process. The Consultant shall provide separate construction bid packages as required for temporary facilities/relocation for existing Fire Station No. 2.

Consultant shall prepare a full-sized original bid set, stamped and wet signed (as required by the State) by the appropriate licensed design disciplines, to be on file in the City Engineer's Office, during bidding, and provide a digital copy of the bid package.

Once the Construction Documents are ready for public bid, the City will facilitate the bid process. Consultant will assist the City during bid phase to solicit bids from qualified contractors, attend the pre-bid meeting, address requests for information, prepare addendums as required, and assist with the evaluation of bids.

Once a bid is accepted and approved by the City, Consultant shall compile any addendums or changes to the bid package, revise the documents as necessary, and provide the City with a conformed Construction Document set labeled "for construction".

During Construction, the Consultant will attend regular site meetings, observe construction progress, review pay requests, respond to Requests for Information and substitution requests, address design changes, and review submittals and shop drawings. The team will also prepare change orders and essential bulletins, provide substantial completion and final completion certificates and assist the City in the closing of the project.

1. Consultant shall assist the City in the review and evaluation of bids.
2. If the lowest responsive bid for a Bid Package exceeds the Construction Budget for the Bid Package by more than 10%, Consultant will assist the City with value engineering as part of the base scope of services to reduce the Estimated Project Construction Cost for the Bid Package to a level that falls within the Construction Budget and assist with the rebidding as necessary.
3. The Construction Phase will commence on the date established by the Agreement between City and Contractor, and will terminate after Notice of Completion or, in the absence of a Notice of Completion, after Final Completion, of the entire Work.
4. Consultant shall attend and participate in pre-construction meetings called by the City's Project Manager.
5. The Consultant's responsibilities shall include, but not be limited to,
 - a. interpretation of the Contract Documents;

- b. periodic site observations;
 - c. review of submittals;
 - d. review of the Project Schedule;
 - e. providing cost or schedule analysis for field or change orders;
 - f. preparation of documents for proposed changes;
 - g. review of and making recommendations regarding approval of Contractor cost, schedule or application for payment data;
 - h. and general consultation to the City on design matters.
6. Consultant shall make periodic on-site observations of construction as it progresses. The frequency of site visits will average once every two weeks. When not on-site, the Consultant shall attend weekly meetings by teleconference.
 7. The consultant will assist the City with project closeout. Consultant will assist the City with the preparation of a punch list and verification of repairs. The consultant team will also assist with the systems commissioning process.
 8. The Consultant shall furnish the City one CAD copy of Record Drawings and one copy of Specifications in electronic format. Record drawings shall consist of marked-up drawings and specifications of as-built conditions provided by the Contractor.

Deliverables:

- Full set of stamped and wet signed bid documents (one hardcopy and digital copy)
- For award, a conformed set of construction documents.
- Documents related to construction support as described herein
- Record Drawings in CAD and specifications in electronic format

Phase 6 - Furniture Fixture and Equipment (FF&E)

The Consultant will assist the City with the preparation of FF&E plans and specifications including coordination with City's specialty vendors. The scope will include movable furniture, fixtures, and other equipment related to the facility but are not permanently connected to the structure or the building. FF&E will include furnishings for the dorm rooms, the day room, dining room, office, and kitchen appliances. The scope will not include firefighting equipment, exercise equipment, personal equipment/devices, and any other equipment that are not facility related.

1. Consultant shall prepare furniture, fixtures and equipment layout during the Design Development Phase and review with the City and MFD
2. Consultant shall make preliminary selection of furniture, fixtures, and equipment and review cut sheets with the City and MFD
3. Consultant shall refine and update furniture, fixture and equipment drawings during Construction Document Phase
4. Deliverables shall include:

- a. Furniture, fixture, and equipment (FF&E) plan
- b. FF&E schedule with basis of design product type, manufacturer, model, color, etc.

Phase 7 – Design Contingency

The scope of services includes a \$50,000 design contingency to address additional services as needed and as approved by the City.

Section 3: Additional Service

The following services are not included in the Consultant's Services and may be provided by the Consultant as Additional Services per the terms described in the Agreement:

1. Additional Meetings
2. For FS#3, evaluation of community risks, station performance, and response times to service calls to assess the level of service of the current station and location to ultimately determine if an alternate site is warranted for FS#3.
3. If alternate site for FS#3 is recommended, investigate and recommend potential location and sites.
4. Design services for demolition and construction FS#3

EXHIBIT "B"
FEE AND PHASING/FUNDING SCHEDULES

1. FEE SCHEDULE.

Compensation for all Services rendered under this Agreement is based on a lump sum amount not-to-exceed. Designer will invoice City on a monthly cycle based on the fee and phasing/funding schedules attached as Exhibit "B". Designer will include with each invoice a detailed progress report that indicates the amount of budget spent on each phase and the total amount spent against the Total Compensation. Designer will inform City regarding any out-of-scope work being performed by Designer for which Designer intends to seek compensation from City.

Exhibit B - Fee Schedule

Replacement of Fire Stations No. 2

Programming Phase	\$25,192	
Schematic Design (30%)	\$186,842	
Design Development (60%)	\$151,530	
Construction Documents (95% & 100%)	\$233,401	
Construction Support	\$197,559	
Furniture Fixture and Equipment (FF&E)	\$20,000	
Design of Temporary Station	\$31,970	
Total Design Fee	\$846,494	
Reimbursable Expenses	\$17,000	(Permit & Construction Phase)
Contingency for As Needed Services	\$50,000	
Total Contract Amount	\$913,494	

Compensation will be lump sum not-to-exceed amount, billed monthly on a percentage completion basis.

We recommend that the City set aside a reimbursable expenses allowance during the construction phase for printing and delivery of submittals. SKA is willing to review shop drawings electronically if provided by the Contractor, which will reduce expenses significantly. Local travel is included in base scope of services. Reimbursable expenses may also be required for large format printing or delivery for items requested by the City or Authority Having Jurisdiction (AHJ).

Shah Kawasaki Architects
City of Milpitas
RFP for Fire Station 2 (Project No. CP-3447)
Fee Schedule
11/8/2018

		ARCH	CIVIL	LANDSCAPE	STRUCT	MECH	PLUMB	ELEC	ENVIRON	GEOTECH	COST	TOTAL
1.00 Programming Phase (Fire Station 2)	HR	71	24	8	14	1.5	2.5	2	4	0	0	127
1.01 Kick-off Meeting	HR	9	2	2	6	1.5	1.5	2	2	N/A	0	
1.02 Review Existing Documents, Field & Data Collection	HR	16	4	4	8	0	1	N/A	2	N/A	N/A	
1.03 Interview and Prepare Program	HR	40	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1.04 Topographic Survey	HR	2	16	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
1.05 City Review	HR	4	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Programming Phase (Fire Station 2)	FEE	\$14,200	\$6,375	\$850	\$1,904	\$170	\$276	\$272	\$544	\$0	\$0	\$25,192
2.00 Schematic Design (30%)	HR	738	48	58	46	9	7	30	24	110	50	1120
2.01 Develop Options	HR	80	6	12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2.02 Review options with City	HR	8	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2.03 Prepare Schematic Design & Planning Submittal	HR	464	32	32	40	8	6	30	N/A	N/A	N/A	
2.04 Prepare Geotechnical & Environmental Analysis	HR	2	0	0	N/A	N/A	N/A	N/A	24	80	N/A	
2.05 Review Schematic design with City	HR	8	2	2	6	1	1	0	N/A	N/A	N/A	
2.06 Prepare cost estimate	HR	8	2	2	N/A	N/A	N/A	N/A	N/A	N/A	50	
2.07 City Review	HR	8	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2.08 Planning Review, Community Engagement & Approval	HR	160	4	8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Schematic Design (30%)	FEE	\$125,460	\$5,100	\$6,800	\$6,256	\$956	\$744	\$3,893	\$3,621	\$19,750	\$8,000	\$186,842
3.00 Design Development (60%)	HR	579	66	43	126	17	15	49	0	0	54	949
3.01 Prepare Design Development	HR	555	60	40	120	16	14	46	N/A	N/A	N/A	
3.02 Review Design Development with the City	HR	8	2	2	6	1	1	3	N/A	N/A	N/A	
3.03 Prepare cost estimate	HR	8	4	1	N/A	N/A	N/A	N/A	N/A	N/A	54	
3.04 City Review	HR	8	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Design Development (60%)	FEE	\$92,640	\$12,750	\$6,800	\$17,136	\$1,806	\$1,594	\$6,250	\$0	\$0	\$9,750	\$151,530
4.00 Construction Documents (95% & 100%)	HR	904	226	146	246	41	33	49	0	0	72	1717
4.01 Prepare 95% Construction Documents	HR	720	140	60	200	28	22	40	N/A	N/A	N/A	
4.02 Review Construction Documents with the City	HR	8	4	4	6	1	1	0	N/A	N/A	N/A	
4.03 Prepare cost estimate	HR	8	2	2	N/A	N/A	N/A	N/A	N/A	N/A	72	
4.04 Building Department and City Review	HR	8	40	40	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
4.05 Prepare 100% Construction Documents	HR	160	40	40	40	12	10	9	N/A	N/A	N/A	
	STAFF	322.86%										
Construction Documents (95% & 100%)	FEE	\$135,600	\$22,950	\$10,625	\$33,456	\$4,356	\$3,506	\$6,250	\$0	\$0	\$12,000	\$233,401
5.00 Construction Support	HR	1000	40	40	132	16	14	34	0	0	0	1276
5.01 Bid & CA Support incl RFI's, submittals, field reports	HR	1000	40	40	132	16	14	34			N/A	
	STAFF	357.14%										
Construction Support	FEE	\$160,000	\$3,000	\$3,000	\$21,120	\$2,000	\$1,750	\$4,900	\$0	\$0	\$0	\$197,559
6.00 Furniture Fixture Equipment (FF&E)	HR	140										140
6.01 Prepare FF&E Plans & Specifications	HR	140	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Furniture Fixture Equipment (FF&E)	FEE	\$ 20,000	0	0	0	0	0	0	0	0	0	\$20,000
7.00 Temporary Station	HR	110	60	4	0	0	0	34	0	0	0	208
7.01 Temporary Station	HR	110	60	4	N/A	N/A	N/A	34	N/A	N/A	N/A	
	STAFF	39.29%										
Temporary Station	FEE	\$20,000	\$6,000	\$500	\$0	\$0	\$0	\$4,900	\$0	\$0	\$0	\$31,970
Subtotal of Hours	HR	3542	464	299	564	84.5	71.5	198	28	110	176	5537
Average Blended Rate		\$160	\$121	\$96	\$142	\$110	\$110	\$134	\$149	\$180	\$169	
Net Fees		\$567,900	\$56,175	\$28,575	\$79,872	\$9,289	\$7,870	\$26,465	\$4,165	\$19,750	\$29,750	\$829,811
SKA Markup (5%)(Geotech 20%)		0	\$2,809	\$1,429	\$3,994	\$464	\$394	\$1,323	\$833	\$3,950	\$1,488	\$16,683
Total Fees		\$567,900	\$58,984	\$30,004	\$83,866	\$9,753	\$8,264	\$27,788	\$4,998	\$23,700	\$31,238	\$846,494
8.00 Contingency for As Needed Services		\$50,000										\$50,000
9.00 Reimbursable Budget (limited printing & delivery only)		\$17,000										\$17,000

Shah Kawasaki Architects
City of Milpitas
RFP for Fire Station 2 (Project No. CP-3447)
Project Schedule
11/8/2018

		2019												2020			
		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1.00	Programming Phase (Fire Station 2)		1.5 M														
1.01	Kick-off Meeting																
1.02	Review Existing Documents, Field & Data Collection																
1.03	Interview and Prepare Program																
1.04	Topographic Survey																
1.05	City Review																
2.00	Schematic Design (30%)			3 Months													
2.01	Develop Options																
2.02	Review options with City																
2.03	Prepare Schematic Design & Planning Submittal																
2.04	Prepare Geotechnical & Environmental Analysis																
2.05	Review Schematic design with City																
2.06	Prepare cost estimate																
2.07	City Review																
2.08	Planning Review, Community Engagement & Approval																
3.00	Design Development (60%)						3 Months										
3.01	Prepare Design Development																
3.02	Review Design Development with the City																
3.03	Prepare cost estimate																
3.04	City Review																
4.00	Construction Documents (95% & 100%)									3.5 Months							
4.01	Prepare 95% Construction Documents																
4.02	Review Construction Documents with the City																
4.03	Prepare cost estimate																
4.04	Building Department and City Review																
4.05	Prepare 100% Construction Documents																
5.00	Construction Support														14 Mos		
5.01	Bid & CA Support incl RFI's, submittals, field reports																

EXHIBIT “C”
COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. HOURLY COMPENSATION RATES.

See attached Exhibit “C” for Designer’s and subconsultants’ Hourly Rates.

2. REIMBURSABLE EXPENSES.

As provided in Exhibits “B” and “C”, Reimbursable Expenses may include the following:

- Printing and delivery during the construction phase for shop drawing and sample reviews.
- Printing, delivery, and other reprographic or specialty services to create presentations for the City.
- Printing and delivery required for planning submittal, permit, or other submittals to Authority Having Jurisdiction (AHJ).
- Other printing or delivery requested by the City.

3. ADDITIONAL SERVICES.

Additional Services shall be computed at the actual hourly rates in the attached Exhibit “C” and as approved by the City.

4. ADDITIONAL CONSULTANTS.

If City requires Designer to hire consultants to perform any Additional Services, Designer shall be compensated therefore at the Designer’s actual hourly rates plus no more than **TEN PERCENT (10%)** for surcharge. City shall have the authority to review and approve the rates of any such consultants.

S H A H
KAWASAKI

ARCHITECTS

**Shah Kawasaki Architects Billing Rates
2018**

Principal	\$220
Architect 3	\$180
Architect 2	\$150
Architect 1	\$125
Design Staff 3	\$150
Design Staff 2	\$130
Design Staff 1	\$115
Emerging Professional 3	\$105
Emerging Professional 2	\$95
Emerging Professional 1	\$85
Administrative Staff	\$95

Reimbursable expenses are in addition to the labor rates above and are for expenses incurred on behalf of the project including printing, plotting, scanning, mail / delivery services and travel expenses when outside of the San Francisco Bay Area.

ZFA STRUCTURAL ENGINEERS

► 2018 hourly rates

Executive Principal	\$205
Senior Principal	\$190
Principal	\$160
Senior Associate	\$145
Associate.....	\$135
Senior Engineer.....	\$120
Engineer.....	\$110
Engineer – Designer	\$100
Project BIM Manager.....	\$110
Senior BIM Technician	\$100
BIM Technician.....	\$95
Engineering Support.....	\$60

ELECTRICAL ENGINEERING SCHEDULE OF HOURLY RATES

As of Jan. 1, 2018

Professional Electrical Engineer	\$191.00
Electrical Engineer / Designer	\$167.00
Electrical Design Assistant	\$117.00
Electrical Cost Estimator	\$125.00
Field Technician / Electrician	\$121.00
Computer Aided Design / Drafter	\$106.00
Secretarial	\$88.00

Note: Overtime rates shall be 1.5 times the rates listed above for hours worked.

Reimbursable expenses shall include the following:

- Sub-consultant cost plus 10% markup or as negotiated.
- Instrumentation and Equipment rental costs plus 10% markup.
- Air fare Cost + 15%
- Lodging Cost + 15%
- Mileage \$0.50 per mile
- Reproduction Cost + 15%
- Mailing/Shipping Cost + 15%

Rates are effective through December 31 annually

Charge Rate Schedule

Contact Information

Stockton

3244 Brookside Road, Ste. 100
Stockton, CA 95219
209.943.2021

Sacramento

109 Scripps Drive
Sacramento, CA 95825
916.520.2777

San Jose

111 North Market Street, Ste. 300
San Jose, CA 95113
408.754.2021

Modesto

100 Sycamore Ave, Ste. 100
Modesto, CA 95354
209.762.3580

» siegfriedeng.com

Professional Classification

Hourly Rate

Managing Principal	\$245
Principal	\$219
Senior Associate	\$193
Associate	\$172

Project Engineer	\$163
Engineer II	\$149
Engineer I	\$133

Project Landscape Architect	\$161
Landscape Architect II	\$139
Landscape Architect I	\$114

Project Land Surveyor	\$163
Surveyor II	\$147
Surveyor I	\$129
Survey Crew, 2 Person	\$265
Survey Crew, 1 Person	\$175
Instrumentman	\$188
Chainman/Rodman	\$129

Senior Technician	\$129
Technician III	\$114
Technician II	\$99
Technician I	\$84

Expert Witness	\$400
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Clerical	\$77
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Reimbursable Expenses

Printing, Copying, Materials, Etc.	Cost + 10%
Mileage	In accordance with Federal Standard Mileage Reimbursement Rates

Notes

1. Instrumentman and Chainman rates apply to services requiring Prevailing Wage Rates for work performed at the job site.
2. These rates are effective May 28, 2018 and are subject to periodic adjustments.

2018 HOURLY RATES – COST MANAGEMENT



DISCIPLINE	HOURLY RATE
<i>Cost Management Services</i>	
Managing Director / Director / Regional Director	\$210.00
Associate Director	\$185.00
Senior Cost Manager / Senior MEP Cost Manager	\$175.00
Cost Manager	\$160.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

EXHIBIT "D"
INSURANCE REQUIREMENTS

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

Designer 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 Designer, its agents, representatives, employees or subcontractors.

Designer 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.

Designer 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 Designer's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Designer, 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 appropriate to the Designer's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate
- ☐ (If Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- ☐ Insurance appropriate to the Designer's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

The Designer 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.

Designer 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.

Designer's Pollution Legal Liability:

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

If the Designer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Designer. 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 Designer 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 Designer'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 Designer'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 **Designer'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 Designer's insurance and shall not contribute with it.

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

Designer 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:

Designer hereby grants to City a waiver of any right to subrogation which any insurer of said Designer may acquire against the City by virtue of the payment of any loss under such insurance. Designer 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 Designer, its employees, agents and subcontractors.

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Designer 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 Designer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Completed Operations

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

Acceptability of Insurers:

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

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to the contract effective date**, the Designer 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:

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

Subcontractor agrees to be bound to Designer and City in the same manner and to the same extent as Designer 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:

Designer 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 Designer’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 Designer'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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

CONTACT
NAME: David C. Eckman
PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193
E-MAIL
ADDRESS: deckman@dealeyrenton.com

INSURED
Shah Kawasaki Architects
570 - 10th Street, Suite 201
Oakland CA 94607

SHAHKAWAS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Ameri	25674
INSURER B : Travelers Indemnity Co. of Connecticut	25682
INSURER C : Travelers Casualty & Surety Co. America	31194
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 922924364

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	6809H776249	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y Y	BA9745M715	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		CUP9887P47A	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	UB4K465043	5/1/2018	5/1/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		105511924	10/17/2018	10/17/2019	\$1,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #18725, Replacement of Fire Station #2, 1263 Yosemite Drive, Milpitas, CA

City of Milpitas and its elected and appointed officers, attorneys, agents and employees are named as an additional insured as respects general and auto liability as required per written contract or agreement. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Days Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Milpitas
Attn: Woojae Kim
455 E. Calaveras Boulevard
Milpitas CA 95035

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB4K465043

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Milpitas
Attn: Woojae Kim
455 E. Calaveras Boulevard
Milpitas CA 95035

Job Description

Re: Project #18725, Replacement of Fire Station
#2, 1263 Yosemite Drive, Milpitas, CA - City of
Milpitas

DATE OF ISSUE: 11/30/2018

ST ASSIGN: CA

017106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Shah Kawasaki Architects

Endorsement Effective Date: 5/1/2018

SCHEDULE

Name Of Person(s) Or Organization(s): Re: Project #18725, Replacement of Fire Station #2, 1263 Yosemite Drive, Milpitas, CA - City of Milpitas

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

AMENDMENT NO. 1
TO DESIGN SERVICES AGREEMENT BETWEEN CITY OF MILPITAS AND
SHAH KAWASAKI ARCHITECTS

This Amendment is entered into this 17th day of November, 2020 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Shah Kawasaki Architects, a California Corporation (hereafter referred to as "CONSULTANT"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 1.

RECITALS

WHEREAS, on December 4, 2018, the parties entered into an Agreement entitled "Design Services Agreement between the City of Milpitas and Shah Kawasaki Architects" ("Agreement") for design services in the total amount of \$913,494.00; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation by \$75,000 to allow CONSULTANT to provide additional design and construction support services for Fire Station No.2 Replacement Project as described in Exhibit A-1, attached hereto, for a new total amount of \$988,494.00; and

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

1. Section 3.10.1, entitled " Designer's Compensation for Basic Services", the first line is hereby amended to read as follows:

"City shall pay to Designer, for the performance of all Services rendered under this agreement, the total not to exceed amount of Nine Hundred Eighty-Eight Thousand Four Hundred Ninety-Four dollars **(\$988,494)** ("Total Compensation")."

2. **Exhibit A-1**, attached hereto and incorporated herein by this reference, are hereby added to the Agreement.
3. The Designer agrees to maintain and pay for all insurance policies as stated in Section 3.15, entitled "Insurance" of the Agreement dated December 4, 2018. The Designer shall provide the City with renewal certificates of the current policies upon the expiration of the current policies
4. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

5. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.
6. If any provision of this Amendment No. 1 shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment No. 1 unless elimination of such provision materially alters the rights and obligations set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1
TO DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND
SHAH KAWASAKI ARCHITECTS**

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

APPROVED BY:

CITY OF MILPITAS

APPROVED BY:

CONSULTANT

SHAH KAWASAKI ARCHITECTS

Steven McHarris, City Manager

By: _____
Philip Luo, Principal

Date

Date

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

APPROVED

Walter Rossmann, Deputy City Manager

APPROVED AS TO CONTENT:

Steve P. Erickson,
Engineering Director/City Engineer

S H A H
KAWASAKI
ARCHITECTS

REQUEST FOR AUTHORIZATION OF ADDITIONAL SERVICES

Basic Services Project: Milpitas Fire Station #2

Date: 10/21/2020

Project Number: 18725

Additional Request Number: 7

To: Mr. Lyhak Eam, P.E.
Associate Civil Engineer
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

1. BACKGROUND FOR ADDITIONAL SERVICE REQUEST

We propose to amend our contract to include additional contingency for Fire Station #2.

2. SCOPE OF ADDITIONAL SERVICE

The work will include construction support that is not listed in the original contract.

3. SCHEDULE

There is no proposed change to the Schedule.

4. COMPENSATION

Services described above will be provided on a time and material basis with a not-exceed of \$75,000.

5. TERMS

Upon return of a fully executed authorization, this service shall become part of the agreement identified above. Any further services are excluded and will be requested under a separate authorization of additional services.

6. ACCEPTANCE

(Please sign both copies, return one copy to SKA and keep the other copy for your records)

SHAH KAWASAKI ARCHITECTS
A CALIFORNIA CORPORATION

OWNER:

BY: Alan Kawasaki

BY: _____

TITLE: Principal

TITLE: _____

DATE: 10/21/2020

DATE: _____

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☐ Budget Appropriation ☐ Budget Transfer	331-9513447153899 334-3870	\$3,400,000 \$3,400,000	331-951344774800 334-3999	\$3,400,000 \$3,400,000

Adopt a Resolution to Reject a Bid Protest from C. Overaa & Co., Waive Immaterial Bid Deviations and Award the Construction Contract to Sausal Corporation, in the amount of \$7,638,200 for the Fire Station No. 2 Replacement Project No. 3447; Authorize the City Manager to Execute the Construction Contract; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Orders; Approve and Authorize the City Manager to Execute Amendment No. 1 to the Design Service Agreement with Shah Kawasaki Architects; and Approve a related Budget Amendment.

Background:

Project No. 3447 - Fire Station No. 2 Replacement ("Project") is in the approved 2020-2025 Capital Improvement Program. Fire Station No. 2 was constructed in 1968 and the building and site have reached the end of their service life and need replacement.

The City Council approved the Project plans and specifications and authorized the advertisement of the bidder prequalification package on January 7, 2020. Subsequently, the City Council approved the list of four pre-qualified bidders on March 3, 2020. The Project plans and specifications were advertised for bid on digital construction trade publications and in the Milpitas Post on July 24 and 31, 2020, in accordance with the bidding requirements of the Uniform Public Construction Cost Accounting Act. Bid opening was held on September 10, 2020, and four sealed bids were received from the pre-qualified contractors.

Analysis:

The summary of bid results is shown below and is included as **Attachment 2**.

Bidder	Location	Base Bid
Engineer's Estimate		\$10,830,000
Sausal Corporation	Concord, CA	\$ 7,638,200
C. Overaa & Co.	San Jose, CA	\$ 8,500,000
DL Falk Construction, Inc.	Hayward, CA	\$ 9,519,000
Angeles Contractor, Inc	City of Industry, CA	\$ 10,372,000

The Base Bid prices submitted by the bidders vary between 4% to 29% under the Engineer's Estimate. The range of variation in pricing is likely due to the current construction market which has slowed as a result of the COVID-19 pandemic. The lowest responsive bid submitted by a responsible bidder is from Sausal Corporation, with a Base Bid amount of \$7,638,200, which is \$3,191.800 below the Engineer's Estimate.

On September 14, 2020, the City received a bid protest from C. Overaa & Co. (**Attachment 4**). The protest was forwarded on to Sausal Corporation for review, and Sausal issued response dated September 18, 2020 (**Attachment 5**). Though there is no authority under the City's bid protest procedures for a protesting bidder to supplement their bid protest, C. Overaa & Co. issued a second bid protest letter to the City on September 23, 2020 – referred to as a sur-reply (**Attachment 6**). The protest and sur-reply were reviewed by the City Attorney, determined to be meritless, and City staff notified C. Overaa & Co. in writing on or about September 25, 2020 of its intent to recommend rejection of the bid protest to the City Council ("City Protest Response") (**Attachment 7**).

City staff recommends that the bid protest from C. Overaa & Co. be rejected as meritless for the reasons specified in the City Protest Response and waive the missing notary acknowledgment for the person signing on behalf of Sausal Corporation as an immaterial deviation in the bid.

Fiscal Impact:

The FY 2020-21 Adopted Budget assumed the construction cost for the improvements to be \$15.7 million financed with the issuance of \$13 million in general fund lease revenue bonds for the replacement of Fire Station No.2. Based on the competitive bidding environment primarily for the construction contract, on October 20, 2020, the City Council approved the

sale and issuance of \$9.6 million bond, a decrease of \$3.4 million. Therefore, staff recommends reducing the financing source and project budget by \$3.4 million. Even with the recommended budget adjustment, there is sufficient funding available to award the construction contract and authorize Amendment No. 1 to the Design Services Agreement with SKA. As of August 31, 2020, the available Project funding is as follows:

2020 Lease Revenue Bonds	\$9,600,000
General Government CIP Fund	\$2,530,000
Available Project Budget	\$ 12,130,000

Summary of Estimated Construction Cost

Construction Contract	\$ 7,638,200.00
15% Construction Contingency	\$ 1,200,000.00
Administration and Inspection	\$ 600,000.00
Design Agreement- Amendment No.1	\$ 75,000.00
Total Estimated Cost	\$ 9,513,200.00

Policy Alternative:

Alternative: Do not reject the bid protest and do not award the construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation.

Pros: None

Cons: The Project is on schedule to start construction in early 2021, which will allow completion of the building enclosure by Fall 2021 and avoid potential weather delays. Not awarding the contract will delay the Project for up to six months and will likely increase Project costs by an estimated amount of \$1,000,000.

Reason not recommended: It is recommended the Project be awarded to Sausal Corporation to ensure the Project remains on schedule and within budget.

California Environmental Quality Act:

The Project qualifies for categorical exemption under Class 2 "Replacement or Reconstruction" as defined in CEQA Guidelines Section 15302.

Recommendation:

1. Adopt a resolution to:
2. Reject a bid protest from C. Overaa & Co.;
3. Waive immaterial bid deviations in Sausal Corporation's bid;
4. Award a construction contract to the lowest responsible bidder submitting a responsive bid, Sausal Corporation, in the amount of \$7,638,200;
5. Authorize the City Manager to execute the construction contract with Sausal Corporation;
6. Authorize the Engineering Director/City Engineer to negotiate and execute contract change orders in an aggregate amount not to exceed \$1,200,000;
7. Approve and authorize the City Manager to execute Amendment No. 1 to the Design Services Agreement with SKA to increase compensation by \$75,000 for the Project.
8. Approve a budget amendment for the Fire Station No. 2 Replacement (Project No. 3447) by reducing lease revenue bonds proceeds and construction costs by \$3.4 million.

Attachments:

- 1: Resolution
- 2: Bid Results
- 3: Change Order Policy
- 4: Bid Protest from C Overaa & Co.
- 5: Sausal Response Letter
- 6: Sur-reply from C Overaa & Co.
- 7: City Protest Responses
- 8: Carpenter Local Union 405 Bid Advisory Letter
- 9: Sausal Bid Advisory Letter Response
- 10: Design Service Agreement with SKA
- 11: Amendment 1 to Design Service Agreement with SKA

☐ **Check if City Council Approval required.**

Meeting Date: November 17, 2020

Requested by:	Department Head: Steve Erickson	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept Santa Clara County Emergency Medical Services Agency Trust Funds of \$18,290.37 to Purchase Fire Department Hardware to support Prehospital Care Policy, Field Capture Devices, and CPR Training Equipment Benefiting the Santa Clara County EMS System and Approve a related Budget Amendment
Category:	Public Safety
Meeting Date:	11/17/2020
Staff Contact:	Battalion Chief Geoffrey Maloon, 408-586-2818
Recommendation:	Accept Santa Clara County Emergency Medical Services Agency Trust Funds of \$18,290.37; and approve a budget adjustment in the amount of \$18,290.37 to the Fire Department's FY 2020-21 operating budget.

Background:

The Santa Clara Emergency Medical Service Agency awarded funding through the EMS Trust Fund to the City of Milpitas for the purchase of Fire Department hardware to support Prehospital Care Policy 309, Fire Department field capture devices, and training equipment.

On March 10, 2020, an agreement was executed between the City of Milpitas and the County of Santa Clara that outlined the terms and conditions to provide funding for the purchase of products or services that benefit the Santa Clara County EMS System. The City of Milpitas is not required to accept these trust funds; however, the Fire Department would likely be spending operating funds on these same supplies and services in order to maintain and improve the level of care provided by our First Responders.

Analysis:

Per the executed agreement, funds will be used to reimburse EMS First Responders for hardware or services that will support the Santa Clara County Comprehensive EMS Patient Care Data System; purchase of devices and supporting hardware required to meet field capture requirements for patient care records; and costs associated with training equipment consistent with the educational components of the American Heart Association to improve and standardize the level of care provided by First Responders throughout the County.

The acceptance of Santa Clara County EMS Trust Funds is contingent upon purchasing Fire Department hardware, field capture, and CPR training equipment in a timely manner and deploying said CPR training equipment by December 31, 2020. Further, staff recommends approval of a budget amendment in the amount of \$18,290.37 to the Fire Department Operating Budget for these expenditures.

Policy Alternative:

Alternative: Do not accept funds from the Santa Clara County EMS Fund to improve and standardize the level of care provided by First Responders.

Pros: There are none.

Cons: City would not procure EMS supplies or services and would not be eligible for reimbursement.

Reason not recommended: The Trust Fund award does not require matching funds nor are there any requirements that result in a negative impact. The Fire Department would likely be spending operating funds on these same supplies and services in order to maintain and improve the level of care provided by our First Responders.

Fiscal Impact: None. There is no net cost to the City as the purchase of the aforementioned hardware is fully offset by trust funds.

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

Recommendation: Accept \$18,290.37 in funds from the Santa Clara County EMS Fund and approve a budget appropriation in the amount of \$18,290.37 to the Fire Department’s FY 2020-21 operating budget.

Attachments:

Agreement between the County of Santa Clara and the City of Milpitas.
Budget Change Form

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF MILPITAS

This Agreement ("Agreement") is entered into by and between the County of Santa Clara, a political subdivision of the State of California d.b.a County of Santa Clara Health System ("County" and/or "Health System") and the City of Milpitas ("Provider" and/or "Contractor") to provide funding for the purchase of products or services that benefit the Santa Clara County Emergency Medical Services ("EMS") system.

The parties agree to comply with the General Terms and Conditions contained in Sections 1-26 of this Agreement and provisions contained in Exhibit A: Scope of Service and Exhibit B: Insurance Requirements, which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate originals.

COUNTY

DocuSigned by:

Theresa Therilus 3/10/2020
62EEB3861ADB4FB...

Theresa G. Therilus Date
Interim Director of Procurement
Procurement Department

CONTRACTOR

Brian Sherrard 2-4-20
Brian Sherrard Date
Fire Chief
City of Milpitas

Approved BY:

DocuSigned by:
Jackie Lowther 2/26/2020
351CAB11C69147B...
Jackie Lowther, RN, Director Date
Emergency Medical Services Agency

Walter Rossman 2/24/20
Walter Rossman Date
Finance Director

Approved BY:

DocuSigned by:
Rene G. Santiago 2/28/2020
A908A307E210400...
Rene G. Santiago Date
Deputy County Executive
County of Santa Clara Health System

Steven McHarris 2/18/2020
Steven McHarris Date
City Manager

Approved BY:

DocuSigned by:
John Cookinham 2/27/2020
08CC067800C43A...
John Cookinham Date
Chief Financial Officer
County of Santa Clara Health System

Christopher Diaz 2/14/20
Christopher Diaz Date
City Attorney

APPROVED AS TO FORM AND LEGALITY BY:

DocuSigned by:
Wesley Dodd 2/26/2020
00A7F100B0ED165...
Wesley Dodd Date
Deputy County Counsel

2020 FEB 26 PM 4:52

THEREFORE, COUNTY and CONTRACTOR agree as follows;

1. Background

To support the Santa Clara County EMS System, the County may provide funding to EMS First Responders for the purchase of products or services that provide a benefit to the Santa Clara County EMS System. All products or services must adhere to the requirements mandated by the Santa Clara County Prehospital Policy 309 – Comprehensive EMS Patient Care Data System (“Prehospital Policy 309”).

2. Term

This Agreement is effective as of March 9, 2020 through December 31, 2020 unless terminated earlier in accordance with Section 5.

3. Compensation and Payment

- a. The maximum financial obligation for all services provided under this Agreement shall not exceed **\$18,290.37** for the term of the Agreement. The County does not guarantee any minimum compensation payable under this Agreement.
- b. Payment will be made within 30 days of execution of the Agreement and receipt of a certificate of insurance or an affidavit from the Provider of self-insurance indicating all limits and types of insurance coverages including a Blanket Fidelity Bond or Crime Insurance for advanced payment.
All payments made under this Agreement shall be subject to an audit at County’s option, and shall be adjusted in accordance with said audit. Adjustments found necessary as a result of auditing shall be reimbursed back to the County in full.
- c. Provider shall participate in the County’s electronic system for payment.

4. Indemnification & Insurance

- a. **Indemnity:** Contractor will indemnify County as set forth in Exhibit B (Insurance Requirements).
- b. **Insurance:** Without limiting the Contractor’s indemnification of the County, the Contractor will provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverages and provisions set forth in Exhibit B (Insurance Requirements). Contractor agrees that failure to provide evidence of such required insurance coverages and provisions will result in the County withholding payment until all such evidence is provided to the County.

5. Termination

- a. County may terminate this Agreement at any time, without cause, by providing

thirty (30) days prior written notice in the manner described in Section 10. Termination shall take effect automatically upon the expiration of the thirty (30) day notice period.

- b. County may terminate this Agreement for cause upon 14 days written notice to Provider. For the purposes of this Agreement, "cause" includes, but is not limited to, any of the following: a) Assignment, delegation, or subcontracting by Provider of this Agreement without the prior written consent of the County, which County may withhold in its sole and absolute discretion, b) Violation by Provider of any applicable laws, rules, regulations, policies, or procedures, c) Failure to respond to requests for information as required by this Agreement, and d) Any other material breach of this Agreement by Provider. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.
- c. This Agreement is contingent upon the existence of a current 911 Emergency Medical Services Provider Agreement ("EMS Agreement") between the County and the Provider. If the EMS Agreement is terminated or expires without a successor in place, this Agreement shall automatically terminate concurrent with the termination or expiration of the EMS Agreement.

6. Status of Parties

This is an Agreement by and between independent contractors and shall not be construed to create an employment, agency partnership, or joint venture relationship. Neither Contractor nor its employees or agents shall be considered County employees, and they shall not be entitled to any of the benefits enjoyed by County employees, including, but not limited to, salary, vacation pay, sick pay, retirement, or workers' compensation, unemployment benefits, or any other County employee benefits.

7. Assignment

This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County.

8. Contracting Principles

Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and

employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

9. Compliance With All Laws, Including Nondiscrimination, Equal Opportunity and Wage Theft Prevention

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity

Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- (5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

10. Notices

All notices required by this Agreement shall be deemed given when in writing and delivered personally, or five (5) days after deposited in the United States mail, postage prepaid, return receipt request, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section.

To COUNTY:
Jackie Lowther, RN, EMS Director
Santa Clara County EMS Agency
700 Empey Way
San Jose, California 95126

To CONTRACTOR:
Rick Frawley, Battalion Chief
City of Milpitas
777 S. Main Street
Milpitas, CA 95020

11. Monitoring & Records

a. Monitoring

Provider shall permit the County and its authorized representatives to monitor Provider's performance of this Agreement. To the extent permitted by law, such monitoring may include, but is not limited to, audits and review of records related to

this Agreement. Upon County's request, Provider shall provide the County with access, through representatives of the Provider, to facilities, financial and employee records that are related to the purpose of this Agreement, except where prohibited by federal or state laws, regulations or rules. Monitoring by the County shall be permitted at any time during Provider's normal business hours upon no less than ten (10) business days advance written notice and may occur up to one year following termination of the Agreement. Provider shall also provide to the County copies of any financial audits that have been completed during the term of the contract within one week of the completion of such audit.

Provider shall designate a project coordinator responsible for overseeing the performance of this Agreement, and serving as County's primary contact for the purpose of monitoring this Agreement. Provider's project coordinator shall cooperate with the County's periodic review of Provider's performance. Provider shall notify County in writing of the designation of the project coordinator and any change thereto.

b. Maintenance and Availability of Records

Provider shall maintain records including, but not limited to, service and financial records adequate to demonstrate that the project is achieving its purpose, that billing is accurate, that all applicable local, state, and federal laws, rules, regulations, policies and procedures are met, and that adequate internal fiscal controls are maintained. These records shall be made available to representatives of the County of State of California or federal government upon request. All records pursuant to this Agreement shall be maintained for the term of this Agreement and for a period of five (5) years from termination or expiration of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under the provisions of this Agreement.

12. Equipment

a. Purchases of Equipment

Provider must maintain a log of any equipment purchased with funds received pursuant to this Agreement that includes a detailed description of the equipment purchased, the brand name, model number, serial number, and location.

b. Equipment Maintenance

Provider is solely responsible for any storage, service, training, and maintenance costs associated with any equipment and supplies purchased as a result of this Agreement.

c. Ownership of and Responsibility for Equipment and Supplies

Any equipment and supplies purchased under this Agreement shall be considered the property of Provider. Provider shall maintain and administer a sound business program for ensuring the proper use, maintenance, protection, insurance, and preservation of equipment purchased under this Agreement. Provider may not sell, transfer, or

otherwise dispose of any equipment or supplies purchased under this Agreement without prior written approval by County, which may be withheld in County's sole and absolute discretion; provided, however, that Provider may dispose of equipment without County's approval at the end of the equipment's useful life or if Provider can demonstrate that it will maintain the same capability provided by the equipment to be disposed. Provider shall take reasonable steps to ensure that all equipment and supplies purchased under this Agreement are made available for use pursuant to a bonafide request for mutual-aid or inter- agency disaster assistance.

13. Entire Agreement

This Agreement, including all Exhibits, represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

14. Amendments

This Agreement may only be amended by a written instrument signed by the parties.

15. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California without considering choice of law rules. The parties agree to submit to the jurisdiction of the federal and state courts located in the County of Santa Clara. The parties agree that venue shall be Santa Clara County for all purposes.

16. Conflict of Interest

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such

persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

17. California Public Records Act

The County and Contractor are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If either party's proprietary information is contained in documents or information submitted to the other party pursuant to this Agreement, and the disclosing party claims that such information falls within one or more CPRA exemptions, the disclosing party must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the receiving party will make best efforts to provide notice to the disclosing party prior to such disclosure. If the disclosing party contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the receiving party is required to respond to the CPRA request. If the disclosing party fails to obtain such remedy within the time the receiving party is required to respond to the CPRA request, receiving party may disclose the requested information.

Each party further agrees that it shall defend, indemnify and hold the other party harmless against any claim, action or litigation (including but not limited to all judgments,

costs, fees, and attorney's fees) that may result from denial by the other party of a CPRA request for information arising from any representation, or any action (or inaction), by the indemnifying party.

18. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be in original, but all of which together shall constitute one and the same instrument.

20. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

21. County No-Smoking Policy

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

22. Budget Contingency

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

23. Use of Names and Logos

Neither party to this Agreement shall be permitted to use the other's name, logo or corporate identity for any purpose without prior written consent for the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.

24. Assignment of Clayton Act, Cartwright Act Claims

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (14 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

25. Survival

All representations and warranties contained in Section 16 of this Agreement and in any instrument, certificate, exhibit, or other writing attached hereto and incorporated herein will survive the termination or expiration of this Agreement. In addition, Sections 3, 11, 12 and 15 shall survive termination or expiration of this Agreement.

26. Contract Execution Policy

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

EXHIBIT A
SCOPE OF WORK & PERFORMANCE STANDARDS

I. Project Areas

Funding for Projects 1 and 2 may be combined by Provider, however Project 3 funding may only be used for the purchase of CPR training equipment.

1. Fire Department Hardware to Support Prehospital Care Policy (Comprehensive EMS Data System) implementation:

1.1 Funds may be used for hardware or services that will support the Santa Clara County Comprehensive EMS Patient Care Data System.

1.2 Purchases may consist of desktop and laptop computers, connectivity, peripherals, and/or services. Such purchases must be preapproved by the County.

1.3 Provider shall place into service any hardware purchased pursuant to this Agreement by December 31, 2020.

2. Fire Department Field Capture:

Funds may be used for costs associated with the purchase of devices and supporting hardware required to meet field capture requirements for patient care records, as set forth in Santa Clara County Prehospital Care Policy. Provider shall:

2.1 Procure field capture hardware that will enable the collection of patient care data at the patient's side. This may consist of tablets, laptops, modems or other remote data collection devices that support the ImageTrend-based EMS Data System, as approved in advance by the EMS Agency.

2.2 Procure and place into service field capture hardware that will transmit patient care data electronically from the scene of an EMS response to the server identified by the EMS Agency.

3. CPR Training Equipment with Feedback Devices:

Funds may be used for the costs associated with the purchase of training equipment consistent with the educational components of the American Heart Association will improve and standardize the level of care provided by first responders throughout the County.

3.1 Provider may only purchase the EMS Agency approved adult and

pediatric CPR training equipment that satisfies the educational requirements set by the American Heart Association for CPR.

3.2 Provider is responsible for recurring costs related to hardware maintenance, software upgrades and staff time of training personnel to support the program.

II. Performance Standards

1. The EMS Agency will verify: 1) equipment has been purchased in accordance with the requirements of this Scope of Work; and 2) field capture devices computers are effectively running the required data systems; and, 3) CPR training equipment have been deployed and are being used by December 31, 2020.
2. Patient care data must be received by the Server consistent with Santa Clara County Prehospital Care Policy 309: Comprehensive Patient Care Data System.
3. On or before December 1, 2020, Provider shall provide documentation, sufficient to show compliance with the requirements set forth in this Scope of Work. If Provider has not purchased prior to December 1, 2020; Provider must return all allocated funds.
4. The Santa Clara County EMS Agency may conduct an onsite audit to ensure that the equipment was purchased according to the specifications of this Agreement.

III. Budget

Project Area	Project Are Name	Amount
1	Fire Department Hardware	\$2,468.27
2	Fire Department Field Capture	
3	CPR Training Equipment	\$15,822.10
Total:		\$18,290.37

EXHIBIT B
INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS BETWEEN \$50,001 AND \$100,000
(REVISED 9/2016)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. **Evidence of Coverage**

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. **Qualifying Insurers**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. **Notice of Cancellation**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice

of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance – for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Complete Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement.)

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until

proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	269-3578	\$18,290.37	269-8144223	\$18,290.37

Adopt a Resolution to accept Santa Clara County Emergency Medical Services Agency Trust Funds of \$18,290.37; and approve a budget adjustment to the Fire Department's FY 2020-21 operating budget.

Background:

The Santa Clara Emergency Medical Service Agency has awarded funding through the EMS Trust Fund to the City of Milpitas for the purchase of Fire Department hardware to support Prehospital Care Policy, Fire Department field capture devices, and training equipment. Funds may be used to reimburse EMS First Responders for hardware or services that will support the Santa Clara County Comprehensive EMS Patient Care Data System. In regard to field capture funds may be used to reimburse EMS First Responders for costs associated with the purchase of devices and supporting hardware required to meet field capture requirements for patient care records, as set forth in Prehospital Care Policy 309. In regard to CPR training equipment funds may be used to reimburse EMS First Responders for the costs associated with training equipment consistent with the educational components of the American Heart Association to improve and standardized the level of care provided by First Responders throughout the County.

On March 10, 2020 an agreement was executed between the City of Milpitas and the County of Santa Clara that outlined the terms and conditions to provide funding for the purchase of products or services that benefit the Santa Clara County EMS System. The City of Milpitas is not required to accept these trust funds; however, the Fire Department would likely be spending operating funds on these same supplies and services in order to maintain and improve the level of care provided by our First Responders.

Analysis:

The acceptance of Santa Clara County EMS Trust Funds is contingent upon purchasing Fire Department hardware, field capture, and CPR training equipment in a timely manner and deploying said CPR training equipment by December 31, 2020.

Policy Alternative:

Alternative 1: Elect to not accept funds from the Santa Clara County EMS Fund to improve and standardize the level of care provided by First Responders.

Pros: There are none.

Cons: City would not procure EMS supplies or services and would not be eligible for reimbursement.

Reason not recommended: The Trust Fund award does not require matching funds nor are there any requirements that result in a negative impact. The Fire Department would likely be spending operating funds on these same supplies and services in order to maintain and improve the level of care provided by our First Responders.

Fiscal Impact:

None. There is no net cost to the City as the purchase of the aforementioned hardware is fully offset by trust funds.

California Environmental Quality Act:

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

Recommendations:

Accept \$18,290.37 in funds from the Santa Clara County EMS Fund and approve a budget appropriation into the Fire Department's FY 2020-21 operating budget.

Attachments:

Agreement between the County of Santa Clara and the City of Milpitas.
Budget Change Form

☐ **Check if City Council Approval required.**

Meeting Date: November 17, 2020

Requested by:	Department Head: Brian Sherrard	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving and Authorizing the City Manager to Execute a Three-Year Support and Maintenance Agreement with Cayenta as the Sole Source Vendor for Financial and Utility Billing Software Systems, in the Amount of \$247,718.83 and an additional \$20,000 for contingency projects for an Amount not to exceed \$267,718.93 for the First Year and a Total Amount of \$825,674.13 over the Three-Year Term of the Agreement, Subject to Annual Appropriation of Funds
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Mike Luu, 408-586-2706, Walter C. Rossmann, 408-586-3111
Recommendation:	Adopt a Resolution approving and authorizing the City Manager to execute a three-year Support and Maintenance Agreement with Cayenta, a division of N. Harris Computer Corporation Inc., as the sole source vendor for the Financial and Utility Billing Software Systems, in the amount of \$247,718.83 and an additional \$20,000 for contingency projects, for an amount not to exceed \$267,718.93, and a total of \$825,674.13 over the three-year term of the Agreement, subject to annual appropriation of funds.

Background:

In 1996, the City entered into an agreement with Cayenta, a Division of N. Harris Computer Corporation (Cayenta) to implement financial and utility billing software systems for the City of Milpitas. The financial system includes modules for General Ledger, Accounts Payable, Cash Collection, Accounts Receivable, Payroll/Human Resources, Job Costing, Purchase Order, and Utility Billing.

In 2019, Council approved the funding and agreement to upgrade the financial and utility billing software system. The City just completed the upgrade of the system in August 2020. The upgrade allowed the City to be on the latest supported version, which is the version where bug fixes, programming changes and new functionalities are being released.

Staff desires to enter a new three-year Support and Maintenance Agreement (the "Agreement") to support the City's investment in the recently upgraded financial and utility billing software system. This Agreement allows the City to receive support and bug fixes as necessary.

Analysis:

There is only one source for the financial, utility billing and human resources software system maintenance as Cayenta does not authorize any other third party to perform software support and maintenance of its proprietary software. The Agreement includes support, changes for any governmental requirements, and updates to the software.

The Agreement contains an annual not to exceed increase of three percent and an annual contingency of \$20,000.00 for as-needed improvements to the system. The table below shows the annual breakout of funds over the three-year contract term:

<u>Item</u>	<u>Annual Maintenance Amount</u>	<u>Annual Contingency Amount</u>	<u>Annual Not-To-Exceed Amount</u>
2020-21 Cayenta Maintenance	\$247,718.83	\$20,000.00	\$267,718.83
2021-22 Cayenta Maintenance	\$255,150.39	\$20,000.00	\$275,150.39
2022-23 Cayenta Maintenance	\$262,804.91	\$20,000.00	\$282,804.91

The Agreement shall automatically renew for two one-year periods (each a “Renewal Term”) unless one party gives written notice to the other party not less than 90 days prior to the end of the then current term of its intention not to renew.

During the next three years, staff will explore to potentially replace Cayenta with an Enterprise Resource Planning (ERP) system. In addition to financial and utility billing component, an ERP may include a human resources, asset management, and customer relationship component.

Policy Alternative:

Alternative: Do not adopt a resolution approving the agreement with Cayenta.

Pros: Would result in cost savings of \$825,674.13 over three years.

Cons: Not approving the Agreement could delay support for the financial/utility billing/human resources system which provides human resources, payroll, billing of revenue, accounts payable, financial management and reporting to our City’s staff and the community.

Reason not recommended: Approving this item will ensure staff may continue to provide a high level of service to the community and for critical internal service functions to support the delivery of these services.

Fiscal Impact:

The first-year amount of \$267,718.83 is available in the Finance Utility operating budget and the Information Technology operating budget, and the years two and three are subject to annual appropriation of funds for the maintenance fees and Capital Project 3435 Finance System for the as-needed contingency work.

California Environmental Quality Act:

Not applicable

Recommendation:

Adopt a resolution approving and authorizing the City Manager to execute a three-year Support and Maintenance Agreement with Cayenta, a division of N. Harris Computer Corporation Inc., as the sole source vendor for the Financial and Utility Billing Software Systems, in the amount of \$267,718.83 for the first year and a total of \$825,674.13 over the three-year term of the Agreement, subject to annual appropriation of funds.

Attachments:

1. Resolution
2. Cayenta Software Support and Maintenance Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THREE YEAR SOLE SOURCE AGREEMENT WITH CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION, FOR SUPPORT AND MAINTENANCE OF THE FINANCIAL AND UTILITY BILLING SYSTEM FOR A TOTAL AMOUNT NOT TO EXCEED \$825,674.13

WHEREAS, the City of Milpitas entered into a professional services and license agreement in 2019 with Cayenta, an unincorporated division of N. Harris Computer Corporation ("Cayenta"), to implement a financial and utility billing software system; and

WHEREAS, periodically, the financial and utility billing software system needs support and maintenance due to technological and software changes; and

WHEREAS, the original 2019 agreement allowed the City to be on the latest supported version, which is the version where bug fixes, programming changes and new functionalities are being released; and

WHEREAS, it is now the desire of staff to enter a new three-year support and maintenance agreement; and

WHEREAS, Cayenta is the developer and owner of the proprietary software for the financial and utility billing software system for the City of Milpitas and is the only source for the support and maintenance of the software; and

WHEREAS, the price for the new Support and Maintenance Agreement is in the amount of \$247,718.83 and an additional \$20,000.00 for contingency projects for the not-to-exceed amount of \$267,718.93 in year one, \$255,150.39 and an additional \$20,000.00 for contingency projects for the not-to-exceed amount of \$267,718.93 in year two, and \$262,804.91 and an additional \$20,000 for contingency projects for the not-to-exceed amount of \$282,804.91 in year three, for a contract total not-to-exceed amount of \$875,674.13 for three years; and

WHEREAS, after conducting a good faith review of the available sources and pursuant to Milpitas Municipal Code Section 1-2-3.09 (Sole Source Procurement), the City's Purchasing Agent has determined that Cayenta is the only source for the software support and maintenance applicable to the City of Milpitas' financial and utility billing software system.

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. Cayenta is approved as the sole source provider for the new Support and Maintenance Agreement of the City of Milpitas' financial and utility billing software system pursuant to Milpitas Municipal Code Section 1-2-3.09 (Sole Source Procurement).
3. The City Council hereby approves the three-year Support and Maintenance Agreement with Cayenta for the financial and utility billing software system for an amount not to exceed \$825,674.13, and for a term period from July 1, 2020 to June 30, 2023. The City

Manager is authorized to execute the Agreement, a copy of which is attached hereto as **Exhibit A.**

PASSED AND ADOPTED this _____ day of _____, 2020, 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
SUPPORT AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made as of the 1st day of July 2020

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris") with a business address of 4200 North Fraser Way,
Suite 201, Burnaby, BC, Canada V5J 5K7

- And -

City of Milpitas
("Organization", "City")

RECITALS

1. Harris has licensed to Organization certain Software pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software;

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

Definitions

Throughout the Support and Maintenance Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meaning

- (a) **"Designated Computer System"** shall mean the City's platform and operating environment which is operating the Software.

- (b) **“Documentation”** means collectively: (i) all of the written, printed, electronic or other format materials published or otherwise made available by Harris that related to the functional, operations and/or performance capabilities of the Designated Computer System and/or any Software; and (ii) all user guides, operator manuals, educational materials, product descriptions and specifications, technical manuals, supporting manuals and materials, system administration manuals, and other manuals and information regardless of the media on which it is provided, and all other written, printed, electronic or other format materials published or otherwise made available by Harris that describe the functional, operational, and/or performance capabilities of the Designated Computer System and/or any Software; and (iii) any and all amendments, modifications, and supplements thereto. Documentation shall not include Source Code.
- (c) **“Professional Services Agreement”** means that certain Professional Services Agreement between the City of Milpitas and Cayenta, a division of N. Harris Computer Corporation, dated January 28, 2019, as may be amended from time to time.
- (d) **“Software”** means the Cayenta Utilities software products 7.9.0 and newer including releases of upgrades.
- (e) **“Start Date”** means July 1, 2020.
- (f) **“Support Services”** means the support services to be provided by Harris in accordance with Exhibit 1.
- (g) **“Third Party Software”** means the third party software products licensed to the City by Actuate, MicroFocus (AcuCobol) and Loris, or other vendors. Future Releases of the Software may require alternate Third Party Software to be licenced by the City, which will be subject to a third party license agreement between the City and the relevant Third Party Software licensor.
- (h) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
- (i) **“Upgrade”** means a major overhaul of the Software which is a completely new version of the Software

1. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.

2. Harris shall provide Software Support Services primarily via telephone, electronic mail and Cayenta.com in addition to site visits only when necessary. The Organization shall be provided “After Hours” Support for P1 issues (as described in Exhibit 1 below) in addition to Support Services described in Exhibit 1 hereto for effective 24 hour coverage which are in effect as of the Start Date of this contract. Services may, by mutual agreement, be modified or supplemented from time to time. An After Hours Support telephone number will be provided. To enable Harris to provide effective support, the Organization will establish remote access procedures compatible with Harris’s then current practices which may be revised over time.
3. In consideration for the Support Services specified in Exhibit 1, Organization shall pay the “Support and Maintenance Fee” as detailed in point 14 below. The Support and Maintenance Fee will be billed annually in advance and due on July 1st or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Organization shall only be billed once per year.
4. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services (“Billable Fees”) pursuant to this Support and Maintenance Agreement, which include as of the Start Date:
 - (1) Its direct travel expenses that are excluded from the total fees amount including hotel, airfare, car rental, tolls, meal per diem, parking and airline and travel agents fees will be reimbursed based on the City’s Travel policy 4004.7. Meal per diem is limited to IRS and GSA reimbursement guidelines for our region.

The City may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all vendors of the City. The City will provide notice of any changes in rates.
5. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris including additional training not covered by the Professional Services Agreement for the installation and implementation of the Upgrade that will be subject to the Harris’s then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Scope of Work that will be subject to the terms of the Professional Services Agreement.
6. All Updates of the Software and all those services listed on the attached invoice which are included as part of Organization’s Software support will be made available to

Organization at no additional charge other than the payment of the Support and Maintenance Fee.

7. All payments hereunder shall be in U.S. dollars

Term and Fees.

8. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the “**Initial Term**”). Thereafter, this Support and Maintenance Agreement shall automatically renew for further one year periods (each a “**Renewal Term**”) unless one party gives written notice to the other party not less than ninety (90) days prior to the end of the then current term of its intention not to renew. The Initial Term and the Renewal Terms shall collectively be referred to as the “**Term**”.
9. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement, except as otherwise provided in the Software License Agreement or in that certain Professional Services Agreement.
10. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Software License Agreement.
11. Either party’s lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
12. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
13. Reserved.
14. Fees: July 1 2020 – June 30 2021 fees are below and have been broken out in an attached invoice. Increases may be applied annually and shall not exceed three percent (3%).

2020-21 Cayenta Maintenance	\$247,718.83
2021-22 Cayenta Maintenance	\$255,150.39
2022-23 Cayenta Maintenance	\$262,804.91

15 Termination

1. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
 - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Software License Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

2. “**TERMINATION FOR LACK OF FUNDING**”

- a. The Organization’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. In the event the City Council does not appropriate funds in a sufficient amount for Organization to perform its obligations hereunder, Organization may terminate this Agreement upon thirty (30) days written notice to Harris.”

3. **This Agreement may be terminated as follows:**

- i. In addition to any other rights and remedies available to it, either party may immediately terminate this Agreement in the event of **material breach** by the other party of its obligations hereunder that is not cured within thirty (30) days of receipt of written notice from the other party to that effect;
- ii. Except as provided in paragraph (15)(1)(b) above, if Organization has failed to pay the Fees or other amounts due then Harris shall have the right to terminate this Agreement effective immediately upon written notice to Organization to that effect. This provision shall not apply in the event of a bona fide billing dispute, which the parties shall seek to resolve within 30 days. If the parties are unable to resolve a bona fide billing dispute within 30 days then Harris shall have the right to terminate this Agreement effective immediately upon written notice to Organization;
- iii. Upon sixty (60) days written notice prior to expiration of a Term; and
- iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject

to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

4. **Effects of Termination.** In the event of termination of this Agreement:

Organization shall immediately pay all outstanding Fees and other amounts owing to Harris under this Agreement at a pro-rated payment for "Term used." The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall immediately refund a pro-rated amount of the Fees pre-paid for the unused portion of the Term.

(a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

(c) FOR BREACH OR DEFAULT BY HARRIS OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE OR STRICT LIABILITY, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE (1) ACCESS TO THE ESCROWED SOURCE CODE IN ACCORDANCE WITH THE SOFTWARE LICENSE AGREEMENT (2) PAYMENT BY HARRIS OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND HARRIS SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (NOT TO EXCEED 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION, EXCLUDING COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY THE ORGANIZATION IN CONNECTION WITH OBTAINING A COPY OF THE SOURCE CODE IN ACCORDANCE WITH THE ESCROW AGREEMENT BETWEEN THE PARTIES WHICH SHALL BE REIMBURSED BY HARRIS IF AN EVENT OF DEFAULT OCCURS.

IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL HARRIS BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.

16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
18. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
 - (i) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**")
 - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in escrow agreement.
19. This Agreement shall be governed by the laws of the State of California. Any legal action taken by either party arising out of this Agreement shall be filed in a court of competent jurisdiction in the State of California, Santa Clara County.
20. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
21. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.
22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be

deemed to be severable.

23. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Risk Manager/Director
of Finance

**N. HARRIS COMPUTER
CORPORATION**

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

Exhibit 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of Support Ticket priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior written consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical & Functional troubleshooting & issue resolution
- E-mail support Ticket logging and notification
- Free Cayenta Support Portal access 24 x 7 with the following on-line benefits:
 - Log & close Tickets
 - View & update Tickets
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program, optional at CPU's discretion
 - Release notes
 - Updated documentation as available
- Limited training questions (15 minute guideline)
 - Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Design review for potential configuration changes

- Outstanding Tickets Report with conference call (as required)
- Ability to attend the annual customer conference (attendance fees apply)

Helpdesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After Hours Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming Tickets in the order that they are received, however Tickets will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: Within 1 hour

Priority 2: 1 - 4 hours

Priority 3: 1 - 8 hours

Priority 4: 1 - 24 hours

Ticket Priorities

In an effort to assign our resources to incoming Tickets as effectively as possible, we have identified four types of Ticket priorities, 1, 2, 3 and 4. A Priority 1 Ticket is deemed by our support staff to be an Urgent or High Priority Ticket, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these Tickets are as follows:

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Inability to process work orders
- Inability to process payments

Priority 2 - High

- Program errors without workarounds
- Incorrect calculation errors impacting a majority of the current bill cycle records

- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing or creating billing errors
- Security issues

Priority 3 – Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 4 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Support Ticket Process

All issues or questions reported to support are tracked via a support Ticket; our support analysts cannot provide assistance unless a support Ticket is logged. Our current process for logging Tickets includes the following: Cayenta Support Portal (via website), email, and phone.

- Your Ticket must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a Ticket id to track your issue and your Ticket will be logged into our support tracking database.
- Your Ticket will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your Ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be

taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your Ticket will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your Ticket.
- Once your Ticket has been resolved, you will receive an automated notification by email that your Ticket has been closed. This email will contain the entire event history of the Ticket from the time the Ticket was created and leading up to the resolution of the Ticket. You also have the option of viewing both your open and closed Tickets, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. Your Support Ticket is linked to your Development issue. The development issue id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the director of support
- Level 4:** Contact the vice president of support
- Level 5:** Contact the CEO of Harris

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Eve	Early Closure
New Year's Day	Closed
Labor Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training (beyond 15 minutes per call)
- Performing Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Performing Setup & changes to hand-held interface or creation of new interface
- Performing Setup of new services or changes to services (PAP, ACH, etc)
- Setup or Creating File imports/exports - Interfaces to other applications
- Performing Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Performing Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Performing Data conversions / global modification to setup table data
- Performing Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Performing Upgrades & support of third party software
- Performing Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service unless otherwise noted in the implementation SOW, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- remote connection support
- technical troubleshooting
- limited training questions (15 minute guideline)
- assistance with creation of backup scripts / backup recovery
- assistance with recovering data resulting from system crashes (charges may apply)
- recommendations on specific hardware requirements
- support provided for installed database issues (30 minute guideline)
- ODBC installation and connection to database assistance
- updating databases to support new versions of installed applications
- assistance with database installation, configuration and updating

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- performing reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products due to the customer or third party software
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement for LS-Milpitas LLC for the Amalfi II - Siena Project at 600 Amalfi Loop
Category:	Consent Calendar-Community Development
Meeting Date:	11/17/2020
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LS-Milpitas LLC for the Amalfi II - Siena Project at 600 Amalfi Loop.

Background:

On December 15, 2015, the City Council approved Major Vesting Tentative Map No. TM15-0004, Conditional Use Permit No. UP15-0013, and Site Development Permit No. SD15-0005 ("Amalfi II - Siena Project") for the development of a 73-unit residential subdivision on approximately 2.92 acres located at 600 Amalfi Loop.

In accordance with State Law and the City's Municipal Regional Stormwater NPDES Permit ("MRP") issued by the Regional Water Quality Control Board ("RWQCB"), new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development ("LID") post construction stormwater control measures into the project. LID control measures include, for example, bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

Analysis:

MRP section C.3.h.ii.(1)(a) and Milpitas Municipal Code Title XI Chapter 16 require development project property owners meeting the 10,000 square foot threshold to execute and record a Stormwater Management Facilities Operation and Maintenance Agreement ("Agreement") with the City for the perpetual operation, maintenance and annual inspection of LID stormwater treatment facilities.

The Project owner has complied with the LID requirements and has executed the required Agreement, which has been reviewed by the City Attorney as to form and by the City Engineer as to content.

Policy Alternative:

Alternative:

Not approve the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: Not approving the Agreement would cause the project to be not in compliance with the conditions of development and the City's Municipal Code and would be prohibitive by federal and state law.

Reason not recommended: To be in compliance with federal and state law, including the MRP, and to allow for the on-going maintenance and annual City Inspection of the installed stormwater treatment devices, staff recommends approval of the Agreement.

Fiscal Impact:

The developer will pay for the required annual maintenance and inspection of the stormwater facilities.

California Environmental Quality Act:

This Agreement ensures the continuation of an administrative or maintenance activity. Execution of the Agreement is not considered a project under CEQA Guidelines section 15378(b)(4) as there will be no direct or reasonably foreseeable indirect physical change in the environment from this action to ensure continuing administrative and maintenance activities.

Recommendation:

Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement for LS-Milpitas LLC for the Amalfi II - Siena Project at 600 Amalfi Loop.

Attachment:

Stormwater Management Facilities Operation and Maintenance Agreement

**Recording Requested by
and when Recorded, return to:**

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

APN: 086-02-093, 086-02-094, 086-02-095, 086-02-096, 086-02-097
086-02-098, 086-02-099, 086-02-100, 086-02-101

**STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this _____ day of _____ 2020 ("Effective Date"), by and between LS-Milpitas LLC a Delaware Limited Liability Company ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as **Exhibit A** ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property, including the construction of 9 buildings comprising up to 73 units with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 2.92 acre site located at 600 Amalfi Loop in Milpitas and more commonly known as Siena, Project No. PJ 5064, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):

1. Resolution No. 8516 approving Site Development Permit No. SD15- 0005,

2. Resolution No. 8516 approving Major Vesting Tentative Map No. MT15- 0004, and
3. Resolution No. 8516 approving Conditional Use Permit No. UP15- 0013 ;

- C. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- D. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and
- E. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and
- G. **WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than July 15th of each year.

SECTION 3. Facility Inspection by the City:

- (a) Right of Entry. The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of **Four Thousand Dollars (\$4,000)** for inspection by City Staff pursuant to this Section 3. The deposit of **Four Thousand Dollars (\$4,000.00)** shall be made simultaneously with the execution of this Agreement.
- (b) Security. The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

- (a) Enforcement Action. If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.
- (b) City Maintenance. In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City, under this Section 4 takes any action to return the BMPs to good working order, the Property Owner

shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

- (c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 6. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 8. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 9. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 10. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 11. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas
Attn: City Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Attn: Mark Chamberlain
Vice President
LS-Milpitas LLC
3130 Crow Canyon Place, #325
San Ramon, CA 94583

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 13. Venue:

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 14. Interpretation, Prior Agreements:

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

**LS - Milpitas LLC,
a Delaware Limited Liability Company**

By: LS – Milpitas LLC
a Delaware Limited Liability Company

By: _____
Name: Mark Chamberlain
Title: Vice President

CITY:

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Recommended for approval:

Approved as to form:

By: _____
Steve Erickson, City Engineer

By: _____
Christopher J. Diaz, City Attorney

Approved:

Approved:

By: _____
Steven McHarris, City Manager

By: _____
Walter Rossmann, Risk
Manager/Director of Finance

Please note that this is a placeholder for the acknowledgement. So use the most current version of the acknowledgement

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____

CAPACITY CLAIMED BY SIGNER:

Though statute does not require the notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

____ Individual(s)
____ Corporate Officer(s) Titles _____ and _____
____ Partner(s) _____ Limited _____ General
____ Attorney-in-Fact
____ Trustee(s)
____ Guardian/Conservator
____ Other : _____

Signer is representing: _____

ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or type of document _____

Number of pages: _____ Date of document: _____

Signer(s) other than named above: _____

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED ABOVE

EXHIBIT A

Plat and Description for the site

EXHIBIT B

Operation and Maintenance Plan

October 30, 2020
JOB NO. 1543-002

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY SITUATE IN THE CITY OF MILPITAS, COUNTY OF SANTA CLARA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS A THROUGH F AND LOTS 1 THROUGH 9, AS SAID PARCELS
AND LOTS ARE SHOWN AND SO DESIGNATED ON THE MAP OF TRACT 10420 SIENA,
FILED DECEMBER 19, 2017, IN BOOK 910 OF MAPS, AT PAGES 19 THROUGH 25,
IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY.

END OF DESCRIPTION



 10/30/2020

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

Stormwater Control Operation and Maintenance Plan

SIENA
MILPITAS, CALIFORNIA

July 2017



Prepared by:



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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I. Inspection and Maintenance Log

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of Milpitas, California**

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address of APN: 600 Amalfi Loop (APN 086-32-051)

Property Owner: Landsea Holdings Corporation

II. Contact Information:

Name of person to contact regarding this report: Alec Tappin

Phone number of contact person: (925) 310-5905 E-mail: atappin@landsea.us

Address to which correspondence regarding this report should be directed:

3130 Crow Canyon Place, Suite 325, San Ramon, CA 94583

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
B1 – B5	Bioretention	On-Site Bioretention Facilities
MF-1 & MF-2	Media Filters	On-Site Media Filters

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain _____

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Alec Tappin
Type or Print Name

Landsea Holdings Corporations
Company Name

3130 Crow Canyon Place, Suite 325, San Ramon, CA 94583
Address

(925) 310-5905
Phone number

atappin@landsea.us
E-mail

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

Bioretention Area Maintenance Plan for

SIENA

April, 2017

Project Address and Cross Streets 600 Amalfi Loop, Milpitas, CA

Assessor's Parcel No.: 086-32-051

Property Owner: Landsea Holdings Corporation

Phone No.: (925) 310-5905

Designated Contact: Alec Tappin Phone No.: (925) 310-5905

Mailing Address: 3130 Crow Canyon Place, Suite 325, San Ramon, CA 94583

The property contains 4 bioretention area(s), located as described below and as shown in the attached site plan¹.

- **Bioretention Areas B1 – B5** are located On-Site.

I. Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Bioretention Areas		
No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area for ponded water. If ponded water does not drain within 2-3 days, till and replace the surface soil and replant.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance. Remove and or replace any dead plants.	Twice a year
6	Check that mulch is at appropriate depth (2 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect the energy dissipation at the inlet to ensure it is functioning adequately, and that there is no scour of the surface mulch.	Annually, before the wet season begins
8	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

II. Use of Pesticides

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

III. Vector Control

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

Santa Clara Valley Vector Control District
1580 Berger Dr.
San Jose, California 95112
Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356
www.sccgov.org/portal/site/vector

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area Inspection and Maintenance Checklist

Property Address: 600 Amalfi Loop, Milpitas, CA

Property Owner: Landsea Holdings Corporation

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: ☐ Monthly ☐ End of Wet Season

Inspector(s): _____ ☐ After heavy runoff ☐ Other: _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	Water stands in the bioretention area between storms and does not drain within 2-3 days after rainfall.			There should be no areas of standing water once storm event has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 2 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 2 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meets the design specifications.

**Media Filter Maintenance Plan for
600 Amalfi Loop
April, 2017**

Project Address and Cross Streets 600 Amalfi Loop, Milpitas CA

Assessor's Parcel No.: 086-32-051

Property Owner: Landsea Holdings Corporations Phone No.: (925) 310-5905

Designated Contact: Alec Tappin Phone No.: (925) 310-5905

Mailing Address: 3130 Crow Canyon Place, Suite 325

The property contains 2 media filters, located as described below and as shown in the attached site plan¹.

- Media Filters MF-1 is located on the northwestern corner of Building 2 at the intersection of Amalfi Loop and Drive A.
- Media Filter MF-2 is located south of Building 7 behind the sidewalk.

I Routine Maintenance Activities

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to failure of the media filter. Follow manufacturer's requirements for maintenance. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1 Routine Maintenance Activities for Media Filters		
No.	Maintenance Task	Frequency of Task
1	Inspect for standing water, sediment, trash and	Monthly during rainy season
2	Remove accumulated trash and debris in the unit during routine inspections.	Monthly during rainy season, or as needed after storm
3	Inspect to ensure that the facility is draining completely within five days and per	Once during the wet season after major storm event.
4	Replace the media per manufacturer's instructions or as indicated by the condition of the unit.	Once a year or as needed
5	Inspect media filters using the attached inspection checklist.	Quarterly or as needed

II. Vector Control

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the Santa Clara Valley Vector Control District (District). Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the District, and then only by a licensed professional or contractor. Contact information for the District is provided below.

Santa Clara Valley Vector Control District

1580 Berger Dr.

San Jose, California 95112

Phone: (408) 918-4770 / (800) 675-1155 - Fax: (408) 298-6356

www.sccgov.org/portal/site/vector

[Email: info@smcmad.org](mailto:info@smcmad.org)

¹ Attached site plan must match the site plan exhibit to Maintenance Agreement.

Media Filter Maintenance Plan
Property Address: 600 Amalfi Loop

Date of Inspection: _____
Treatment Measure No.: _____

IV. Inspections

The attached Treatment Measure Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Media Filters Inspection and Maintenance Checklist

Property Address: 600 Amalfi Loop, Milpitas, CA

Property Owner: Landsea Holdings Corporation

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season
☐ After heavy runoff ☐ End of Wet Season
☐ Other: _____

Inspector(s): _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Sediment, trash and debris accumulation on filter	Sediment, trash and debris accumulated in the media filter unit, vault or piping.			Sediment, trash and debris removed and disposed of properly.
2. Standing water	Treatment unit or vault does not drain within five days after rainfall.			Source of clogging removed. Filter drains per design specifications.
3. Mosquitoes	Evidence of mosquito larvae in treatment unit.			No evidence of mosquito larvae.
4. Miscellaneous	Any condition not covered above that needs attention in order for the manufactured treatment measure to function as designed.			Meet the design specifications.
5. Media Filter Cartridge	- Once a year or as needed - Following a contaminated spill in the drainage area.			Meet the design specifications.

II. Updates, Revisions and Errata

Future updates, revisions and errata shall be listed in this section.

III. Introduction

This Operation and Maintenance Manual (O&M) for Siena is submitted to the City of Milpitas as an accompaniment to the private and public improvement plans. The Stormwater Control Plan provides recommendations on the use of permanent Best Management Practices (BMPs) for the proposed project. BMP technical requirements are presented in the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) C.3 Stormwater Handbook dated June 2016.

The project address is 600 Amalfi Loop which is located north of Merry Loop (APN 086-32-051) as shown in the Appendix (Figure 1). The project is bordered by Amalfi Loop to the west and south, Amalfi Apartments to the west and Merry Loop to the north. An aerial view of the surrounding area is shown in Appendix G Figure 2. The project will include 73 units in 9 multifamily buildings, private roadways, and landscape paseos within the 2.92 ac ± project boundary.

Upon construction of the proposed improvements, approximately 2.30 acres (79%) will be covered by impervious surface and about 0.62 acres (21%) will be covered by landscaped areas including lawns, shrubs, and trees.

Proposed on-site drainage system:

Upon construction of the proposed improvements, approximately 2.30 acres (79%) will be covered by impervious surface and about 0.62 acres (21%) will be covered by landscaped areas including lawns, shrubs, and trees. All walkways these areas will be sloped to drain onto the surrounding landscaping.

Drainage areas B1, B2, and M1 will discharge into the existing storm drain line located directly north of Amalfi Loop. These areas will be treated by a combination of bioretention and media filtration before entering the storm drain system (See Appendix G - Figures 4 & 5).

Drainage areas B6-B8 will discharge into the existing storm drain line located directly north of Amalfi Loop. These areas will be treated by the existing bioretention areas EX B5 - EX B7 before entering the storm drain system (See Appendix G - Figures 5 & 6). These existing bioretention areas were design and constructed as part of the Montague Village project. Treatment capacities of these existing bioretentions have been re-calculated to assure adequacy for the additional imperious area draining into them.

Drainage areas B3, B4 will discharge into the existing public storm drain line located directly east of Amalfi Loop. These areas will be treated by bioretention areas before entering the storm drain system. (See Appendix - Figures 5 & 6).

Drainage areas B5, M2 and S2 will discharge into the existing public storm drain line located in Merry Loop. These areas will be treated by a bioretention, a media filter and self-retaining landscape respectively before entering the storm drain system. (See Appendix - Figures 5 & 6).

The treatment BMPs used on this site include:

- Bioretention Areas
- Media Filters

IV. Responsibility for Maintenance

A. *General*

1. Contact Information

Designation of Individuals Responsible for Stormwater Treatment BMP Operation and Maintenance

Date Completed:

Facility Name:

Facility Address:

Designated Contact for Operation and Maintenance

Primary Contact:

Telephone:

Alternate Telephone:

Email:

Off-Hours or Emergency Contact

Primary Contact:

Emergency Line:

Telephone:

Alternate Telephone:

Email:

Corporate Officer (Authorized to Execute Contracts with City)

Primary Contact:

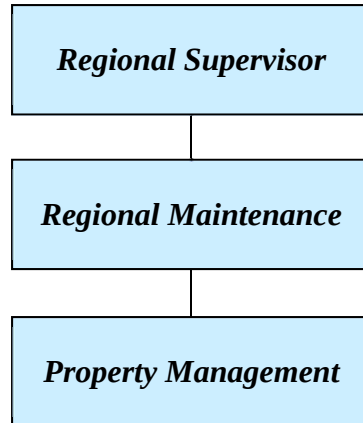
Title or Position:

Telephone:

Alternate Telephone:

Email:

2. Organization Chart



3. O&M Agreement

An operation and maintenance agreement between the Owner and City of Milpitas will be recorded with the County of Santa Clara.

Stormwater treatment facilities used for the treatment of public street runoff (South Milpitas Boulevard) are to be maintained by the City of Milpitas.

4. Maintenance Funding

- a. Sources of funds for maintenance: Maintenance funds will be paid by the Homeowner's Association.
- b. Budget category or line item: Funds for the maintenance of the BMPs will be listed under the "Maintenance Contracts" line item in the Homeowner's Association.
- c. Description of procedure and process for ensuring adequate funding for maintenance: The cost of maintenance operations shall be covered by the Homeowner's Association.

B. *Staff Training Program*

Employees will be trained to comply with the terms of the Operations and Maintenance Agreement to be recorded. Employees will be trained in the proper disposal of trash materials and hazardous waste. Employees will be trained to comply with the storm water inlet labels printed with the logo “No Dumping / Flows to Bay.” This educational measure is intended to prevent unlawful dumping of waste materials, such as motor oil, into the storm drain system.

C. *Records*

The Homeowners Association will maintain annual records of the operation and maintenance of the structural BMP units. The records will consist of annual inspection reports and certificates of compliance provided by the maintenance company contracted to service the structural BMP units. The reports will be available to the City inspector upon request.

D. *Safety*

Only personnel with confined space training and possessing the necessary safety equipment should enter the mechanical BMP units to perform maintenance or inspection procedures. Inspections of the internal components can, in most cases, be accomplished through observations from the ground surface. The removal of the sediment from the units’ sump should be performed by trained personnel and all debris should be disposed of per EPA standards.

V. Summary of Drainage Areas and BMPs

A. *Drainage Areas*

1. Approximately 2.30 acres (79%) of the site is covered by impervious surface and about 0.62 acres (21%) is covered by landscaping or other pervious surfaces.
2. Drainage areas B1-B4, B6-B8 & M1 will discharge into the existing storm drain line located adjacent to Amalfi Loop off the site and drainage areas B5, M2 and S2 will discharge into the existing storm drain in Merry Loop. These areas will be treated by a combination of bioretention and media filtration before entering the storm drain system.

B. *Treatment BMPs*

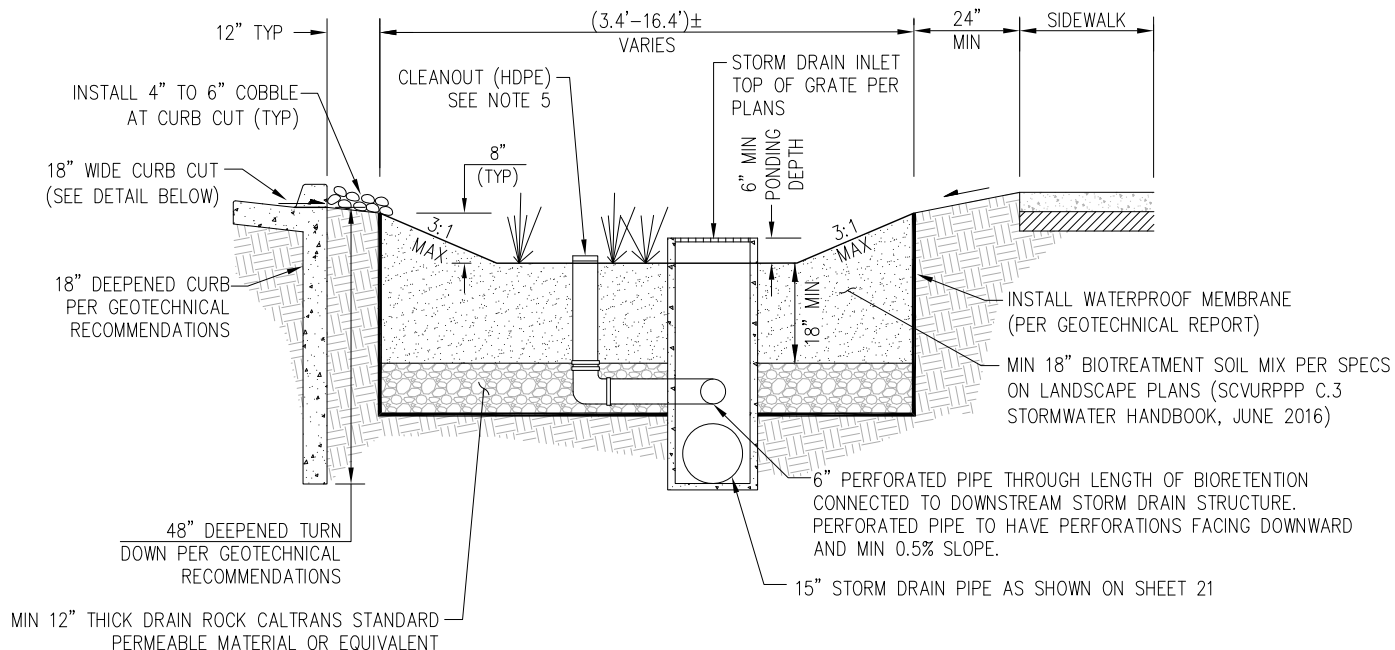
The treatment BMPs used on this site are shown in the Appendix and include:

1. *Bioretention Areas:* Four Bioretention areas will be constructed at different location throughout the site (See Appendix-Figure 5). These features use a combination of ponding, permeable planting soils, infiltration materials and sub-drains systems. They are designed to filter pollutants from stormwater runoff from adjacent roof areas and other impervious surfaces.
2. *Media Filters:* Media filters will be installed at locations in which untreated stormwater is discharging into the storm drain main located in Amalfi Loop and Merry Loop. These structures provide an effective method of preventing pollutants – such as street litter, trash and debris, vegetation, coarse sediments, and the attached nutrient and heavy metal pollutants – from entering public waterways.

VI. BMP Design Documentation

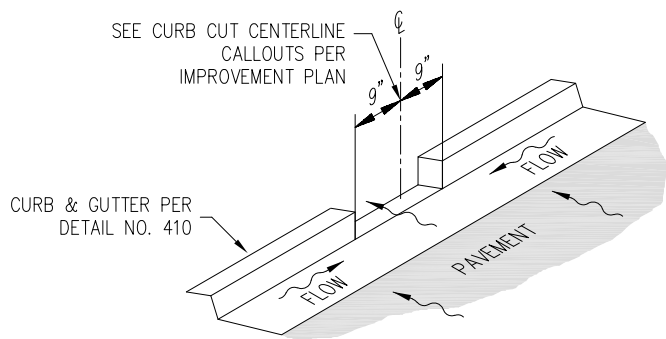
A. *“As-Built” Drawings of Each BMP*

Typical details provided at this time. As-built drawings will be provided upon completion of BMP construction.



BIORETENTION AREA IN LANDSCAPE AREAS

NOT TO SCALE



18" VERTICAL CURB CUT DETAIL

NOT TO SCALE

FIGURE 8 TYPICAL BIORETENTION AREA SIENA

CITY OF MILPITAS

SANTA CLARA COUNTY

CALIFORNIA

DATE: OCTOBER 2017

SCALE: 1" = 50'

NOTES:

1. INSTALL DEEPENED CURB AND WATERPROOF BARRIER PER GEOTECHNICAL RECOMMENDATIONS.
2. 3" OF FLOAT-RESISTANT AGED/COMPOSTED MULCH SHALL BE USED ON ANY EXPOSED EARTH IN THE BIORETENTION AREAS.
3. 4"-6" COBBLE SHALL BE USED FOR ENERGY DISSIPATION WHERE NECESSARY.
4. THE 6" PERFORATED PVC UNDERDRAIN SHALL BE PLACED AT THE BOTTOM OF THE DRAIN ROCK LAYER WITH PERFORATIONS FACING DOWNWARD AND MIN 0.5% SLOPE.
5. CONTRACTOR TO INSTALL AN UNDERDRAIN CLEANOUT WITH THE CLEANOUT CAP (HDPE) INSTALLED FLUSH WITH THE SOIL SURFACE.

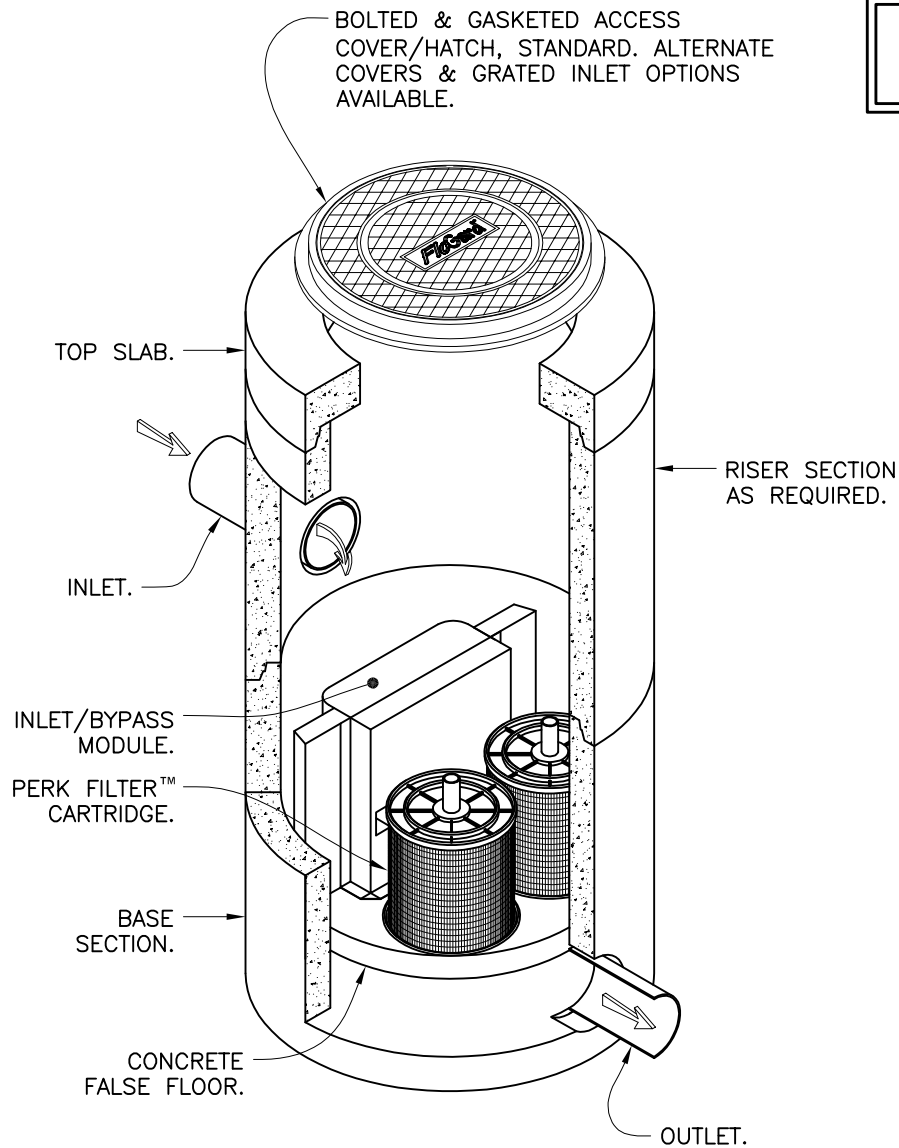


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& Gibson, Inc.
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(925) 866-
www.cbgi.com

223



Notes:

1. Precast concrete structure shall be manufactured in accordance with ASTM Designation C478.
2. Filter system shall be supplied with traffic rated (H20) bolted & gasketed Ø36" circular access covers with risers as required. Field poured concrete collar required, by others.
3. Inlet & outlet pipe(s) are to be Ø18.00" maximum. Inlet pipes must enter the structure in the inlet bay.
4. Inlet chamber shall be supplied with drain-down device designed to remove standing water between storm events.
5. Minimum separation between invert in & invert out is outlet pipe diameter plus 4.00".
6. For depths less than specified minimums contact Oldcastle® Stormwater Solutions for engineering assistance.

*** Treatment Flow Rates shown conform to Washington State GULD Specifications**



Perk Filter™
Ø48.00" Manhole
Washington State GULD
One to Two Cartridges / Stacks

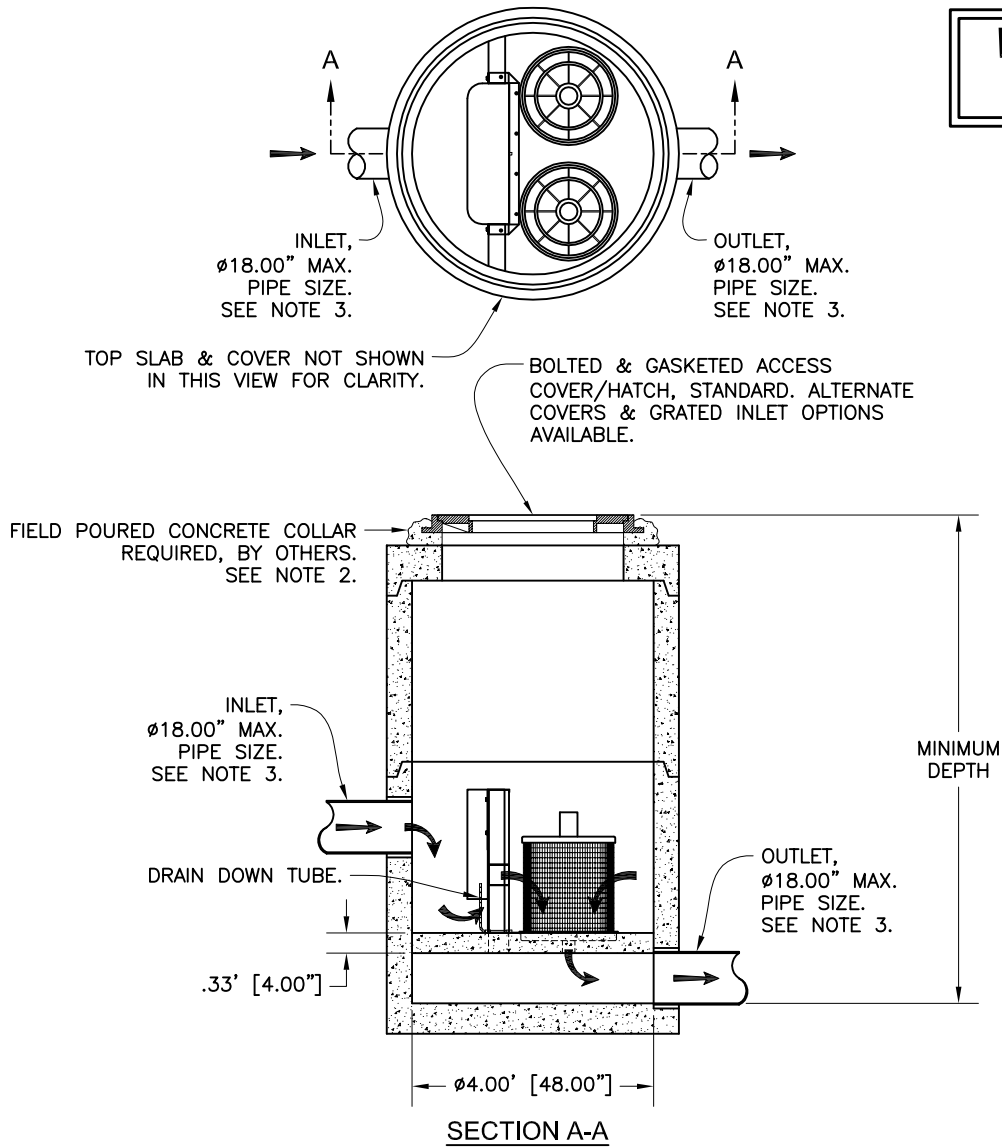


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PF-MH-48-WA	NR	ECO-0132	ISM 4/27/15	224 1 OF 2



Minimum Depth

PIPE SIZE	Ø6.00"	Ø8.00"	Ø10.00"	Ø12.00"	Ø15.00"	Ø18.00"
CARTRIDGE TYPE	MINIMUM DEPTH RIM TO OUTLET	MINIMUM DEPTH RIM TO OUTLET	MINIMUM DEPTH RIM TO OUTLET	MINIMUM DEPTH RIM TO OUTLET	MINIMUM DEPTH RIM TO OUTLET	MINIMUM DEPTH RIM TO OUTLET
12"	3.67' [44.00"]	3.92' [47.00"]	4.17' [50.00"]	4.42' [53.00"]	4.67' [56.00"]	4.92' [59.00"]
18"	4.42' [53.00"]	4.67' [56.00"]	4.92' [59.00"]	5.17' [62.00"]	5.42' [65.00"]	5.67' [68.00"]
12" + 12"	5.17' [62.00"]	5.42' [65.00"]	5.67' [68.00"]	5.92' [71.00"]	6.17' [74.00"]	6.42' [77.00"]
12" + 18"	5.67' [68.00"]	5.92' [71.00"]	6.17' [74.00"]	6.42' [77.00"]	6.67' [80.00"]	6.92' [83.00"]

**Ø48.00" PERK FILTER MANHOLE
TREATMENT FLOW RATES, TOTAL FLOW CAPACITIES & MAXIMUM HEAD LOSS**

CARTRIDGE STACK QUANTITY	CARTRIDGE STACK CONFIGURATION							
	12"		18"		12" & 12"		12" & 18"	
	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)
1	6.8 / 0.015	2.47	10.2 / 0.022	3.05	13.6 / 0.03	3.45	17 / 0.037	3.62
2	13.6 / 0.03	2.47	20.4 / 0.045	3.05	27.2 / 0.06	3.45	34 / 0.075	3.62
MAXIMUM HEAD LOSS	1.7 FEET		2.3 FEET		2.9 FEET		3.5 FEET	

MF-2



Media
Filtration

Perk Filter™
Ø48.00" Manhole
Washington State GULD
One to Two Cartridges / Stacks



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Stormwater Solutions

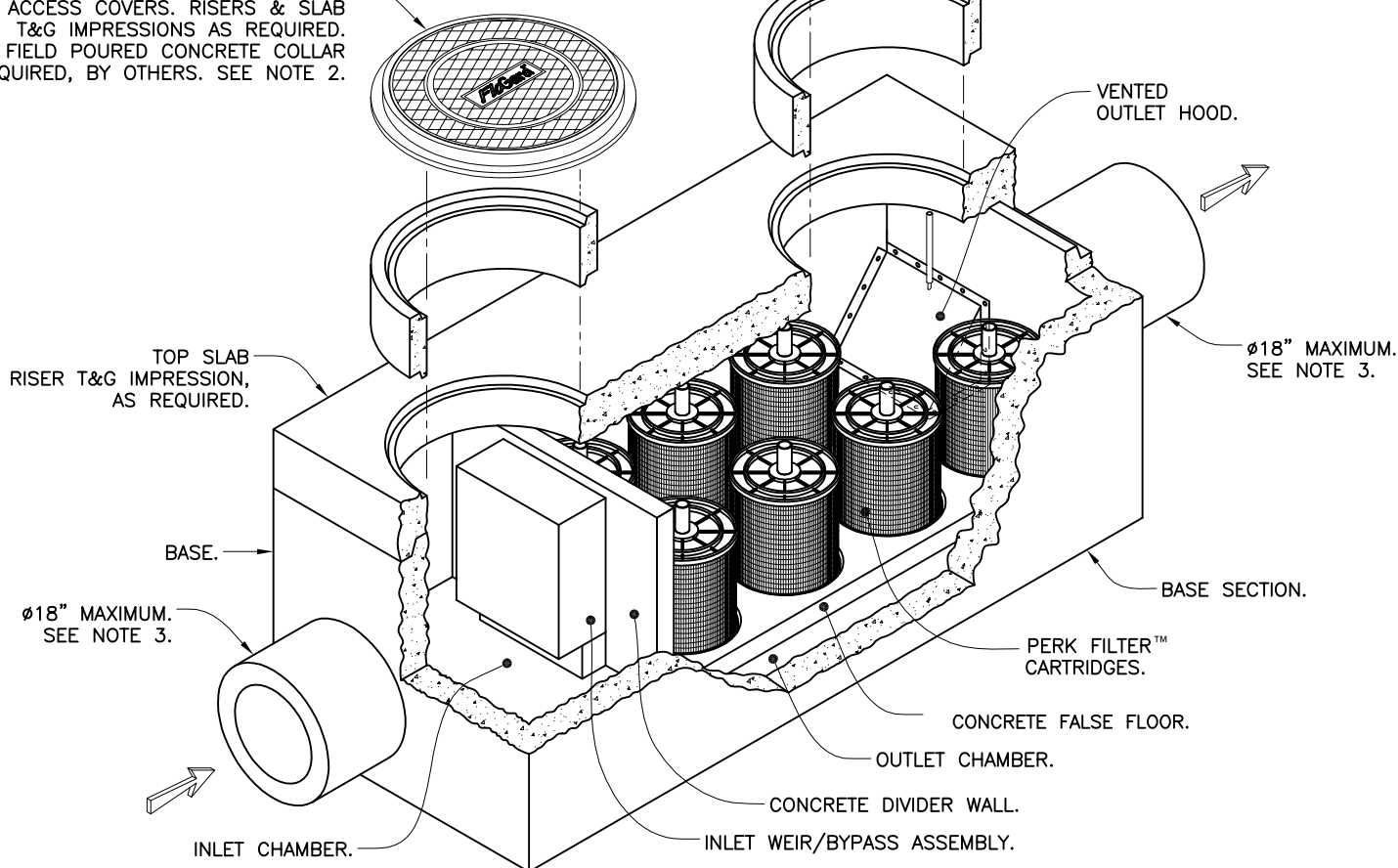
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Washington GULD*

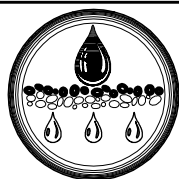
2X Ø36.00" BOLTED & GASKETED ACCESS COVERS. RISERS & SLAB T&G IMPRESSIONS AS REQUIRED. FIELD POURED CONCRETE COLLAR REQUIRED, BY OTHERS. SEE NOTE 2.



Notes:

1. Precast concrete structure shall be manufactured in accordance with ASTM Designation C857 and C858.
2. Filter system shall be supplied with traffic rated (H20) bolted & gasketed Ø36" circular access covers with risers as required. Shallow applications may require configurations with (H20) bolted & gasketed square/rectangular access hatches. Field poured concrete collars required, by others.
3. Inlet & outlet pipe(s) (Ø 18" maximum) may enter device on all three sides of the inlet & outlet chambers respectively.
4. Inlet chamber shall be supplied with a drain-down device designed to remove standing water between storm events.
5. For depths less than specified minimums contact Oldcastle® Stormwater Solutions for engineering assistance.

*** Treatment Flow Rates shown conform to Washington State GULD Specifications**



Media
Filtration

Perk Filter™
4' Wide Concrete Vault
Washington State GULD
Three to Seven Cartridges / Stacks

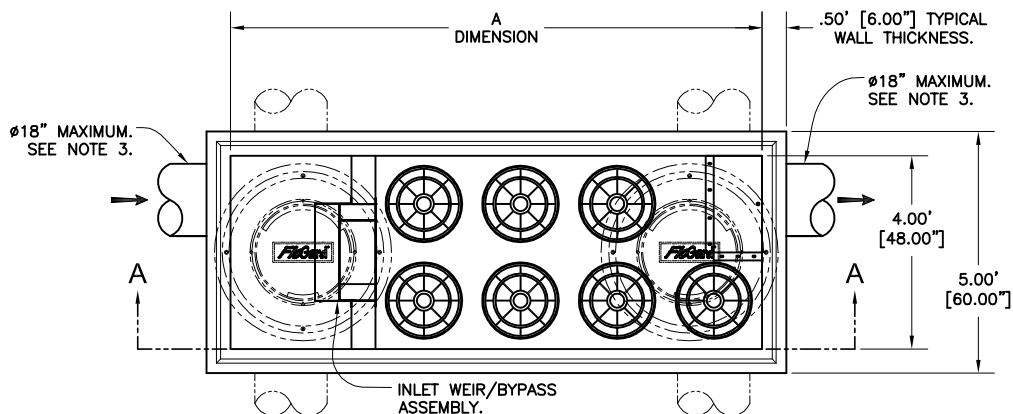
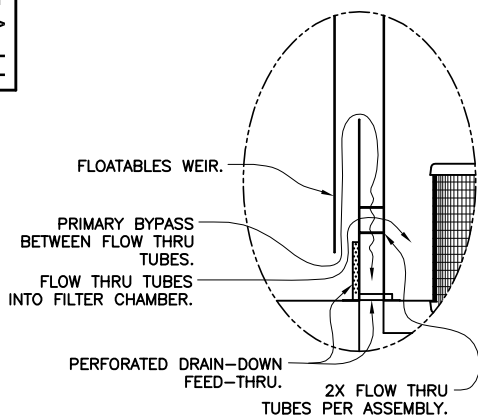


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Stormwater Solutions

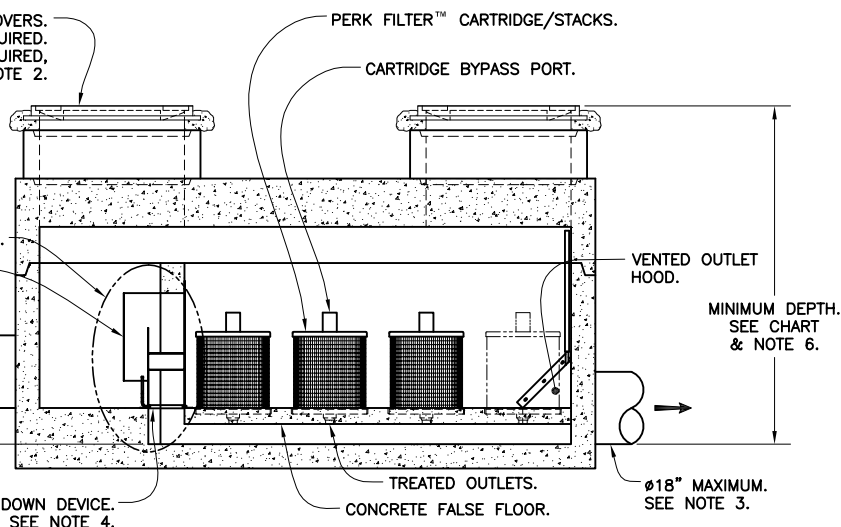
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2X Ø36.00" BOLTED & GASKETED ACCESS COVERS.
RISERS & SLAB T&G IMPRESSIONS AS REQUIRED.
FIELD POURED CONCRETE COLLAR REQUIRED,
BY OTHERS. SEE NOTE 2.



**Washington
GULD***

**MINIMUM DEPTH
- RIM TO OUTLET INVERT -**

CARTRIDGE STACK CONFIGURATION

12"	18"	12" + 12"	12" + 18"
4.25' [51.00"]	5.00' [60.00"]	5.92' [71.00"]	6.67' [80.00"]

4' VAULT TREATMENT FLOW RATES, TOTAL FLOW CAPACITIES & MAXIMUM HEAD LOSS									
CARTRIDGE STACK QUANTITY	A DIMENSION - LENGTH - (ID-Feet)	CARTRIDGE STACK CONFIGURATION							
		12"		18"		12" & 12"		12" & 18"	
		TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)	TREATMENT FLOW RATE (GPM / CFS)	TOTAL FLOW CAPACITY (CFS)
3	7	20.4 / 0.045	2.9	30.6 / 0.068	4.3	40.8 / 0.091	5.0	51.0 / 0.114	6.7
4	9	27.2 / 0.061	2.9	40.8 / 0.091	4.4	54.4 / 0.121	5.0	68.0 / 0.152	6.8
5	9	34.0 / 0.076	2.9	51.0 / 0.114	4.4	68.0 / 0.152	5.1	85.0 / 0.190	6.8
6	11	40.8 / 0.091	3.0	61.2 / 0.136	4.5	81.6 / 0.182	5.1	102.0 / 0.227	6.9
7	11	47.6 / 0.106	3.0	71.4 / 0.159	4.5	95.2 / 0.212	5.2	119.0 / 0.265	7.0
MAXIMUM HEAD LOSS		1.7 FEET		2.3 FEET		2.9 FEET		3.5 FEET	

MF-1

* Treatment Flow Rates shown conform to Washington State GULD Specifications.



Perk Filter™
4' Wide Concrete Vault
Washington State GULD
Three to Seven Cartridges / Stacks



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VI. BMP Design Documentation

B. Data, Manuals, and Maintenance Documents



Design Considerations

- Soil for Infiltration
- Tributary Area
- Slope
- Aesthetics
- Environmental Side-effects

Description

The bioretention best management practice (BMP) functions as a soil and plant-based filtration device that removes pollutants through a variety of physical, biological, and chemical treatment processes. These facilities normally consist of a grass buffer strip, sand bed, ponding area, organic layer or mulch layer, planting soil, and plants. The runoff's velocity is reduced by passing over or through buffer strip and subsequently distributed evenly along a ponding area. Exfiltration of the stored water in the bioretention area planting soil into the underlying soils occurs over a period of days.

California Experience

None documented. Bioretention has been used as a stormwater BMP since 1992. In addition to Prince George's County, MD and Alexandria, VA, bioretention has been used successfully at urban and suburban areas in Montgomery County, MD; Baltimore County, MD; Chesterfield County, VA; Prince William County, VA; Smith Mountain Lake State Park, VA; and Cary, NC.

Advantages

- Bioretention provides stormwater treatment that enhances the quality of downstream water bodies by temporarily storing runoff in the BMP and releasing it over a period of four days to the receiving water (EPA, 1999).
- The vegetation provides shade and wind breaks, absorbs noise, and improves an area's landscape.

Limitations

- The bioretention BMP is not recommended for areas with slopes greater than 20% or where mature tree removal would

Targeted Constituents

☒	Sediment	■
☒	Nutrients	▲
☒	Trash	■
☒	Metals	■
☒	Bacteria	■
☒	Oil and Grease	■
☒	Organics	■

Legend (Removal Effectiveness)

- Low
- High
- ▲ Medium



be required since clogging may result, particularly if the BMP receives runoff with high sediment loads (EPA, 1999).

- Bioretention is not a suitable BMP at locations where the water table is within 6 feet of the ground surface and where the surrounding soil stratum is unstable.
- By design, bioretention BMPs have the potential to create very attractive habitats for mosquitoes and other vectors because of highly organic, often heavily vegetated areas mixed with shallow water.
- In cold climates the soil may freeze, preventing runoff from infiltrating into the planting soil.

Design and Sizing Guidelines

- The bioretention area should be sized to capture the design storm runoff.
- In areas where the native soil permeability is less than 0.5 in/hr an underdrain should be provided.
- Recommended minimum dimensions are 15 feet by 40 feet, although the preferred width is 25 feet. Excavated depth should be 4 feet.
- Area should drain completely within 72 hours.
- Approximately 1 tree or shrub per 50 ft² of bioretention area should be included.
- Cover area with about 3 inches of mulch.

Construction/Inspection Considerations

Bioretention area should not be established until contributing watershed is stabilized.

Performance

Bioretention removes stormwater pollutants through physical and biological processes, including adsorption, filtration, plant uptake, microbial activity, decomposition, sedimentation and volatilization (EPA, 1999). Adsorption is the process whereby particulate pollutants attach to soil (e.g., clay) or vegetation surfaces. Adequate contact time between the surface and pollutant must be provided for in the design of the system for this removal process to occur. Thus, the infiltration rate of the soils must not exceed those specified in the design criteria or pollutant removal may decrease. Pollutants removed by adsorption include metals, phosphorus, and hydrocarbons. Filtration occurs as runoff passes through the bioretention area media, such as the sand bed, ground cover, and planting soil.

Common particulates removed from stormwater include particulate organic matter, phosphorus, and suspended solids. Biological processes that occur in wetlands result in pollutant uptake by plants and microorganisms in the soil. Plant growth is sustained by the uptake of nutrients from the soils, with woody plants locking up these nutrients through the seasons. Microbial activity within the soil also contributes to the removal of nitrogen and organic matter. Nitrogen is removed by nitrifying and denitrifying bacteria, while aerobic bacteria are responsible for the decomposition of the organic matter. Microbial processes require oxygen and can result in depleted oxygen levels if the bioretention area is not adequately

aerated. Sedimentation occurs in the swale or ponding area as the velocity slows and solids fall out of suspension.

The removal effectiveness of bioretention has been studied during field and laboratory studies conducted by the University of Maryland (Davis et al, 1998). During these experiments, synthetic stormwater runoff was pumped through several laboratory and field bioretention areas to simulate typical storm events in Prince George's County, MD. Removal rates for heavy metals and nutrients are shown in Table 1.

Table 1 Laboratory and Estimated Bioretention Davis et al. (1998); PGDER (1993)	
Pollutant	Removal Rate
Total Phosphorus	70-83%
Metals (Cu, Zn, Pb)	93-98%
TKN	68-80%
Total Suspended Solids	90%
Organics	90%
Bacteria	90%

Results for both the laboratory and field experiments were similar for each of the pollutants analyzed. Doubling or halving the influent pollutant levels had little effect on the effluent pollutants concentrations (Davis et al, 1998).

The microbial activity and plant uptake occurring in the bioretention area will likely result in higher removal rates than those determined for infiltration BMPs.

Siting Criteria

Bioretention BMPs are generally used to treat stormwater from impervious surfaces at commercial, residential, and industrial areas (EPA, 1999). Implementation of bioretention for stormwater management is ideal for median strips, parking lot islands, and swales. Moreover, the runoff in these areas can be designed to either divert directly into the bioretention area or convey into the bioretention area by a curb and gutter collection system.

The best location for bioretention areas is upland from inlets that receive sheet flow from graded areas and at areas that will be excavated (EPA, 1999). In order to maximize treatment effectiveness, the site must be graded in such a way that minimizes erosive conditions as sheet flow is conveyed to the treatment area. Locations where a bioretention area can be readily incorporated into the site plan without further environmental damage are preferred. Furthermore, to effectively minimize sediment loading in the treatment area, bioretention only should be used in stabilized drainage areas.

Additional Design Guidelines

The layout of the bioretention area is determined after site constraints such as location of utilities, underlying soils, existing vegetation, and drainage are considered (EPA, 1999). Sites with loamy sand soils are especially appropriate for bioretention because the excavated soil can be backfilled and used as the planting soil, thus eliminating the cost of importing planting soil.

The use of bioretention may not be feasible given an unstable surrounding soil stratum, soils with clay content greater than 25 percent, a site with slopes greater than 20 percent, and/or a site with mature trees that would be removed during construction of the BMP.

Bioretention can be designed to be off-line or on-line of the existing drainage system (EPA, 1999). The drainage area for a bioretention area should be between 0.1 and 0.4 hectares (0.25 and 1.0 acres). Larger drainage areas may require multiple bioretention areas. Furthermore, the maximum drainage area for a bioretention area is determined by the expected rainfall intensity and runoff rate. Stabilized areas may erode when velocities are greater than 5 feet per second (1.5 meter per second). The designer should determine the potential for erosive conditions at the site.

The size of the bioretention area, which is a function of the drainage area and the runoff generated from the area is sized to capture the water quality volume.

The recommended minimum dimensions of the bioretention area are 15 feet (4.6 meters) wide by 40 feet (12.2 meters) long, where the minimum width allows enough space for a dense, randomly-distributed area of trees and shrubs to become established. Thus replicating a natural forest and creating a microclimate, thereby enabling the bioretention area to tolerate the effects of heat stress, acid rain, runoff pollutants, and insect and disease infestations which landscaped areas in urban settings typically are unable to tolerate. The preferred width is 25 feet (7.6 meters), with a length of twice the width. Essentially, any facilities wider than 20 feet (6.1 meters) should be twice as long as they are wide, which promotes the distribution of flow and decreases the chances of concentrated flow.

In order to provide adequate storage and prevent water from standing for excessive periods of time the ponding depth of the bioretention area should not exceed 6 inches (15 centimeters). Water should not be left to stand for more than 72 hours. A restriction on the type of plants that can be used may be necessary due to some plants' water intolerance. Furthermore, if water is left standing for longer than 72 hours mosquitoes and other insects may start to breed.

The appropriate planting soil should be backfilled into the excavated bioretention area. Planting soils should be sandy loam, loamy sand, or loam texture with a clay content ranging from 10 to 25 percent.

Generally the soil should have infiltration rates greater than 0.5 inches (1.25 centimeters) per hour, which is typical of sandy loams, loamy sands, or loams. The pH of the soil should range between 5.5 and 6.5, where pollutants such as organic nitrogen and phosphorus can be adsorbed by the soil and microbial activity can flourish. Additional requirements for the planting soil include a 1.5 to 3 percent organic content and a maximum 500 ppm concentration of soluble salts.

Soil tests should be performed for every 500 cubic yards (382 cubic meters) of planting soil, with the exception of pH and organic content tests, which are required only once per bioretention area (EPA, 1999). Planting soil should be 4 inches (10.1 centimeters) deeper than the bottom of the largest root ball and 4 feet (1.2 meters) altogether. This depth will provide adequate soil for the plants' root systems to become established, prevent plant damage due to severe wind, and provide adequate moisture capacity. Most sites will require excavation in order to obtain the recommended depth.

Planting soil depths of greater than 4 feet (1.2 meters) may require additional construction practices such as shoring measures (EPA, 1999). Planting soil should be placed in 18 inches or greater lifts and lightly compacted until the desired depth is reached. Since high canopy trees may be destroyed during maintenance the bioretention area should be vegetated to resemble a terrestrial forest community ecosystem that is dominated by understory trees. Three species each of both trees and shrubs are recommended to be planted at a rate of 2500 trees and shrubs per hectare (1000 per acre). For instance, a 15 foot (4.6 meter) by 40 foot (12.2 meter) bioretention area (600 square feet or 55.75 square meters) would require 14 trees and shrubs. The shrub-to-tree ratio should be 2:1 to 3:1.

Trees and shrubs should be planted when conditions are favorable. Vegetation should be watered at the end of each day for fourteen days following its planting. Plant species tolerant of pollutant loads and varying wet and dry conditions should be used in the bioretention area.

The designer should assess aesthetics, site layout, and maintenance requirements when selecting plant species. Adjacent non-native invasive species should be identified and the designer should take measures, such as providing a soil breach to eliminate the threat of these species invading the bioretention area. Regional landscaping manuals should be consulted to ensure that the planting of the bioretention area meets the landscaping requirements established by the local authorities. The designers should evaluate the best placement of vegetation within the bioretention area. Plants should be placed at irregular intervals to replicate a natural forest. Trees should be placed on the perimeter of the area to provide shade and shelter from the wind. Trees and shrubs can be sheltered from damaging flows if they are placed away from the path of the incoming runoff. In cold climates, species that are more tolerant to cold winds, such as evergreens, should be placed in windier areas of the site.

Following placement of the trees and shrubs, the ground cover and/or mulch should be established. Ground cover such as grasses or legumes can be planted at the beginning of the growing season. Mulch should be placed immediately after trees and shrubs are planted. Two to 3 inches (5 to 7.6 cm) of commercially-available fine shredded hardwood mulch or shredded hardwood chips should be applied to the bioretention area to protect from erosion.

Maintenance

The primary maintenance requirement for bioretention areas is that of inspection and repair or replacement of the treatment area's components. Generally, this involves nothing more than the routine periodic maintenance that is required of any landscaped area. Plants that are appropriate for the site, climatic, and watering conditions should be selected for use in the bioretention cell. Appropriately selected plants will aide in reducing fertilizer, pesticide, water, and overall maintenance requirements. Bioretention system components should blend over time through plant and root growth, organic decomposition, and the development of a natural

soil horizon. These biologic and physical processes over time will lengthen the facility's life span and reduce the need for extensive maintenance.

Routine maintenance should include a biannual health evaluation of the trees and shrubs and subsequent removal of any dead or diseased vegetation (EPA, 1999). Diseased vegetation should be treated as needed using preventative and low-toxic measures to the extent possible. BMPs have the potential to create very attractive habitats for mosquitoes and other vectors because of highly organic, often heavily vegetated areas mixed with shallow water. Routine inspections for areas of standing water within the BMP and corrective measures to restore proper infiltration rates are necessary to prevent creating mosquito and other vector habitat. In addition, bioretention BMPs are susceptible to invasion by aggressive plant species such as cattails, which increase the chances of water standing and subsequent vector production if not routinely maintained.

In order to maintain the treatment area's appearance it may be necessary to prune and weed. Furthermore, mulch replacement is suggested when erosion is evident or when the site begins to look unattractive. Specifically, the entire area may require mulch replacement every two to three years, although spot mulching may be sufficient when there are random void areas. Mulch replacement should be done prior to the start of the wet season.

New Jersey's Department of Environmental Protection states in their bioretention systems standards that accumulated sediment and debris removal (especially at the inflow point) will normally be the primary maintenance function. Other potential tasks include replacement of dead vegetation, soil pH regulation, erosion repair at inflow points, mulch replenishment, unclogging the underdrain, and repairing overflow structures. There is also the possibility that the cation exchange capacity of the soils in the cell will be significantly reduced over time. Depending on pollutant loads, soils may need to be replaced within 5-10 years of construction (LID, 2000).

Cost

Construction Cost

Construction cost estimates for a bioretention area are slightly greater than those for the required landscaping for a new development (EPA, 1999). A general rule of thumb (Coffman, 1999) is that residential bioretention areas average about \$3 to \$4 per square foot, depending on soil conditions and the density and types of plants used. Commercial, industrial and institutional site costs can range between \$10 to \$40 per square foot, based on the need for control structures, curbing, storm drains and underdrains.

Retrofitting a site typically costs more, averaging \$6,500 per bioretention area. The higher costs are attributed to the demolition of existing concrete, asphalt, and existing structures and the replacement of fill material with planting soil. The costs of retrofitting a commercial site in Maryland, Kettering Development, with 15 bioretention areas were estimated at \$111,600.

In any bioretention area design, the cost of plants varies substantially and can account for a significant portion of the expenditures. While these cost estimates are slightly greater than those of typical landscaping treatment (due to the increased number of plantings, additional soil excavation, backfill material, use of underdrains etc.), those landscaping expenses that would be required regardless of the bioretention installation should be subtracted when determining the net cost.

Perhaps of most importance, however, the cost savings compared to the use of traditional structural stormwater conveyance systems makes bioretention areas quite attractive financially. For example, the use of bioretention can decrease the cost required for constructing stormwater conveyance systems at a site. A medical office building in Maryland was able to reduce the amount of storm drain pipe that was needed from 800 to 230 feet - a cost savings of \$24,000 (PGDER, 1993). And a new residential development spent a total of approximately \$100,000 using bioretention cells on each lot instead of nearly \$400,000 for the traditional stormwater ponds that were originally planned (Rappahanock,). Also, in residential areas, stormwater management controls become a part of each property owner's landscape, reducing the public burden to maintain large centralized facilities.

Maintenance Cost

The operation and maintenance costs for a bioretention facility will be comparable to those of typical landscaping required for a site. Costs beyond the normal landscaping fees will include the cost for testing the soils and may include costs for a sand bed and planting soil.

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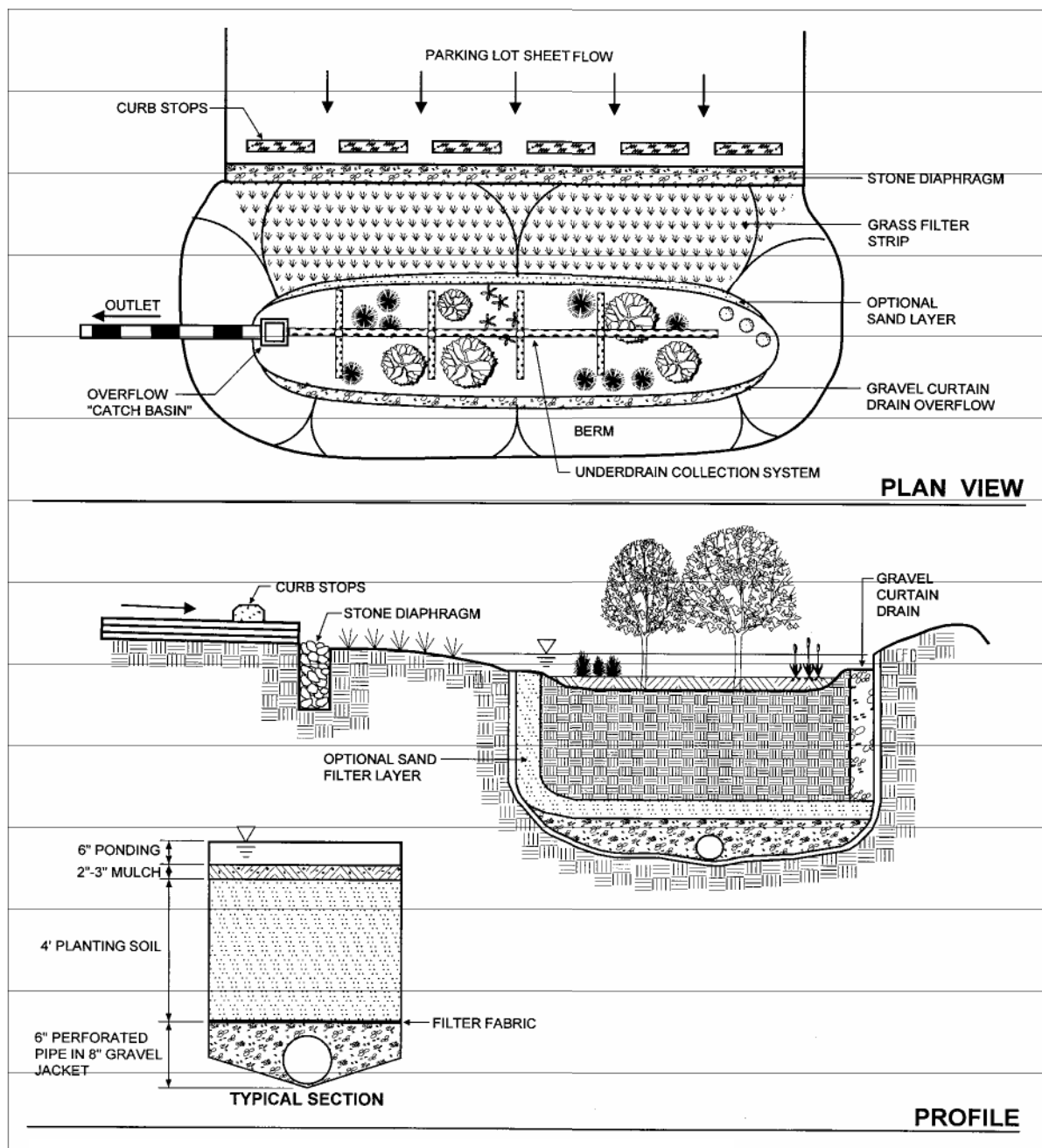
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Schematic of a Bioretention Facility (MDE, 2000)



Design Considerations

- Aesthetics
- Hydraulic Head

Description

Stormwater media filters are usually two-chambered including a pretreatment settling basin and a filter bed filled with sand or other absorptive filtering media. As stormwater flows into the first chamber, large particles settle out, and then finer particles and other pollutants are removed as stormwater flows through the filtering media in the second chamber. There are a number of design variations including the Austin sand filter, Delaware sand filter, and multi-chambered treatment train (MCTT).

California Experience

Caltrans constructed and monitored five Austin sand filters, two MCTTs, and one Delaware design in southern California. Pollutant removal was very similar for each of the designs; however operational and maintenance aspects were quite different. The Delaware filter and MCTT maintain permanent pools and consequently mosquito management was a critical issue, while the Austin style which is designed to empty completely between storms was less affected. Removal of the top few inches of sand was required at 3 of the Austin filters and the Delaware filter during the third year of operation; consequently, sizing of the filter bed is a critical design factor for establishing maintenance frequency.

Advantages

- Relatively high pollutant removal, especially for sediment and associated pollutants.
- Widespread application with sufficient capture volume can provide significant control of channel erosion and enlargement caused by changes to flow frequency relationships resulting from the increase of impervious cover in a watershed.

Limitations

Targeted Constituents

☒	Sediment	■
☒	Nutrients	●
☒	Trash	■
☒	Metals	■
☒	Bacteria	▲
☒	Oil and Grease	■
☒	Organics	■

Legend (Removal Effectiveness)

- Low
- High
- ▲ Medium



- More expensive to construct than many other BMPs.
- May require more maintenance than some other BMPs depending upon the sizing of the filter bed.
- Generally require more hydraulic head to operate properly (minimum 4 feet).
- High solids loads will cause the filter to clog.
- Work best for relatively small, impervious watersheds.
- Filters in residential areas can present aesthetic and safety problems if constructed with vertical concrete walls.
- Certain designs (e.g., MCTT and Delaware filter) maintain permanent sources of standing water where mosquito and midge breeding is likely to occur.

Design and Sizing Guidelines

- Capture volume determined by local requirements or sized to treat 85% of the annual runoff volume.
- Filter bed sized to discharge the capture volume over a period of 48 hours.
- Filter bed 18 inches thick above underdrain system.
- Include energy dissipation in the inlet design to reduce resuspension of accumulated sediment.
- A maintenance ramp should be included in the design to facilitate access to the sedimentation and filter basins for maintenance activities (particularly for the Austin design).
- Designs that utilize covered sedimentation and filtration basins should be accessible to vector control personnel via access doors to facilitate vector surveillance and controlling the basins if needed.

Construction/Inspection Considerations

- Tributary area should be completely stabilized before media is installed to prevent premature clogging.

Performance

The pollutant removal performance of media filters and other stormwater BMPs is generally characterized by the percent reduction in the influent load. This method implies a relationship between influent and effluent concentrations. For instance, it would be expected that a device that is reported to achieve a 75% reduction would have an effluent concentration equal to 25% of the influent concentrations. Recent work in California (Caltrans, 2002) on various sand filter designs indicates that this model for characterizing performance is inadequate. Figure 4 presents a graph relating influent and effluent TSS concentrations for the Austin full sedimentation design.

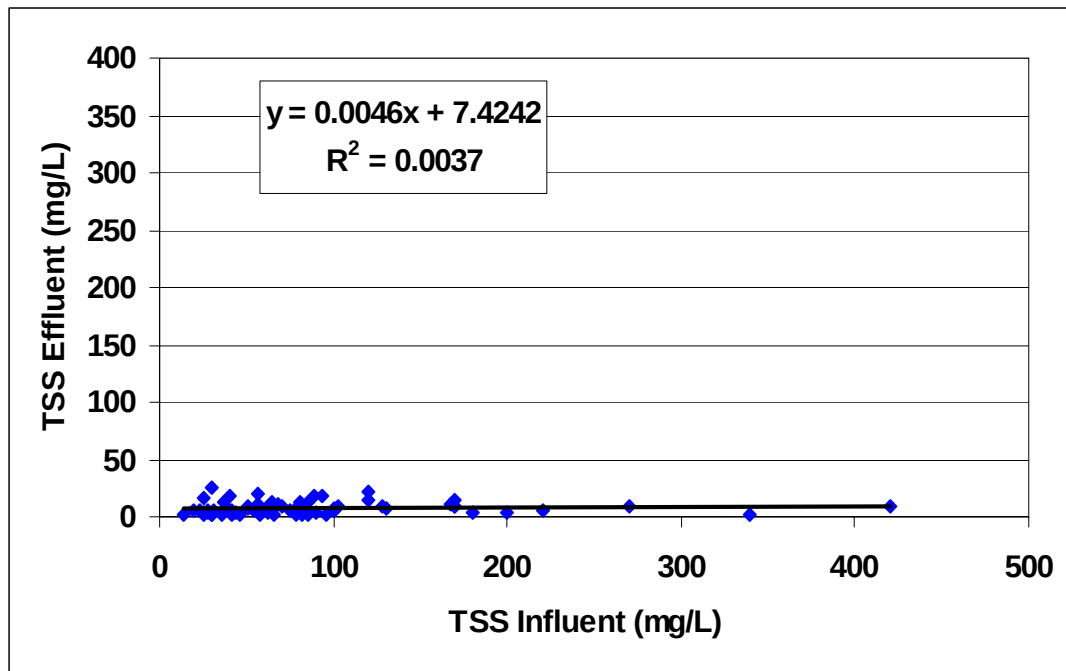


Figure 4
Comparison of Influent and Effluent Concentrations for TSS

It is clearly evident that the effluent concentration is relative constant and independent of influent concentration. Consequently, the performance is more accurately characterized by the effluent concentration, which is about 7.5 mg/L. Constant effluent concentrations also are observed for all other particle related constituents such as particulate metals (total - dissolved) and particulate phosphorus.

The small uncertainty in the estimate of the mean effluent concentration highlights the very consistent effluent quality for TSS produced by sand filters. In addition, it demonstrates that a calculated percent reduction for TSS and other constituents with similar behavior for Austin sand filters is a secondary characteristic of the device and depends primarily on the specific influent concentrations observed. The distinction between a constant effluent quality and a percent reduction is extremely important to recognize if the results are to be used to estimate effluent quality from sand filters installed at other sites with different influent concentrations or for estimating compliance with water quality standards for storms with high concentrations of particulate constituents.

If the conventionally derived removal efficiency (90%) were used to estimate the TSS concentrations in the treated runoff from storms with high influent concentrations, the estimated effluent concentration would be too high. For instance, the storm with the highest observed influent concentration (420 mg/L) would be expected to have a concentration in the treated runoff of 42 mg/L, rather than the 10 mg/L that was measured. In fact, the TSS effluent concentrations for all events with influent concentrations greater than 200 mg/L were 10 mg/L or less.

The stable effluent concentration of a sand filter under very different influent TSS concentrations implies something about the properties of the influent particle size distribution. If one assumes that

only the smallest size fraction can pass through the filter, then the similarity in effluent concentrations suggests that there is little difference in the total mass of the smallest sized particles even when the total TSS concentration varies greatly. Further, the difference in TSS concentration must then be caused by changes in the relative amount of the larger size fractions. Further research is necessary to determine the range of particle size that is effectively removed in the filter and the portion of the size fraction of suspended solids that it represents in urban stormwater.

Sand filters are effective stormwater management practices for pollutant removal. Conventional removal rates for all sand filters and organic filters are presented in Table 1. With the exception of nitrates, which are always exported from filtering systems because of the conversion of ammonia and organic nitrogen to nitrate, they perform relatively well at removing pollutants.

Table 1 Sand filter removal efficiencies (percent)						
	Sand Filter (Glick et al, 1998)	Compost Filter System		Multi-Chamber Treatment Train		
		Stewart, 1992	Leif, 1999	Pitt et al., 1997	Pitt, 1996	Greb et al., 1998
TSS	89	95	85	85	83	98
TP	59	41	4	80	-	84
TN	17	-	-	-	-	-
Nitrate	-76	-34	-95	-	14	-
Metals	72-86	61-88	44-75	65-90	91-100	83-89
Bacteria	65	-	-	-	-	-

From the few studies available, it is difficult to determine if organic filters necessarily have higher removal efficiencies than sand filters. The MCTT may have high pollutant removal for some constituents, although an evaluation of these devices by the California Department of Transportation indicated no significant difference for most conventional pollutants.

In addition to the relatively high pollutant removal in media filters, these devices, when sized to capture the channel forming storm volume, are highly effective at attenuating peak flow rates and reducing channel erosion.

Siting Criteria

In general, sand filters are preferred over infiltration practices, such as infiltration trenches, when contamination of groundwater with conventional pollutants is of concern. This usually occurs in areas where underlying soils alone cannot treat runoff adequately - or ground water tables are high. In most cases, sand filters can be constructed with impermeable basin or chamber bottoms, which help to collect, treat, and release runoff to a storm drainage system or directly to surface water with no contact between contaminated runoff and groundwater. In regions where evaporation exceeds rainfall and a wet pond would be unlikely to maintain the required permanent pool, a sand filtration system can be used.

The selection of a sand filter design depends largely on the drainage area's characteristics. For example, the Washington, D.C. and Delaware sand filter systems are well suited for highly impervious areas where land available for structural controls is limited, since both are installed underground. They have been used to treat runoff from parking lots, driveways, loading docks, service stations, garages, airport runways/taxiways, and storage yards. The Austin sand filtration system is more suited for large drainage areas that have both impervious and pervious surfaces. This system is located at grade and is used to treat runoff from any urban land use.

It is challenging to use most sand filters in very flat terrain because they require a significant amount of hydraulic head (about 4 feet), to allow flow through the system. One exception is the perimeter sand filter, which can be applied with as little as 2 feet of head.

Sand filters are best applied on relatively small sites (up to 25 acres for surface sand filters and closer to 2 acres for perimeter or underground filters). Filters have been used on larger drainage areas, of up to 100 acres, but these systems can clog when they treat larger drainage areas unless adequate measures are provided to prevent clogging, such as a larger sedimentation chamber or more intensive regular maintenance.

When sand filters are designed as a stand-alone practice, they can be used on almost any soil because they can be designed so that stormwater never infiltrates into the soil or interacts with the ground water. Alternatively, sand filters can be designed as pretreatment for an infiltration practice, where soils do play a role.

Additional Design Guidelines

Pretreatment is a critical component of any stormwater management practice. In sand filters, pretreatment is achieved in the sedimentation chamber that precedes the filter bed. In this chamber, the coarsest particles settle out and thus do not reach the filter bed. Pretreatment reduces the maintenance burden of sand filters by reducing the potential for these sediments to clog the filter. When pretreatment is not provided designers should increase the size of the filter area to reduce the clogging potential. In sand filters, designers should select a medium sand as the filtering medium. A fine aggregate (ASTM C-33) that is intended for use in concrete is commonly specified.

Many guidelines recommend sizing the filter bed using Darcy's Law, which relates the velocity of fluids to the hydraulic head and the coefficient of permeability of a medium. The resulting equation, as derived by the city of Austin, Texas, (1996), is

$$A_f = WQV d / [k t (h+d)]$$

Where:

A_f = area of the filter bed (ft²);

d = depth of the filter bed (ft; usually about 1.5 feet, depending on the design);

k = coefficient of permeability of the filtering medium (ft/ day);

t = time for the water quality volume to filter through the system (days; usually assumed to be 1.67 days); and

h = average water height above the sand bed (ft; assumed to be one-half of the maximum head).

Typical values for k , as assembled by CWP (1996), are shown in Table 2.

Table 2 Coefficient of permeability values for stormwater filtering practices (CWP, 1996)	
Filter Medium	Coefficient of Permeability (ft/day)
Sand	3.5
Peat/ Sand	2.75
Compost	8.7

The permeability of sand shown in Table 2 is extremely conservative, but is widely used since it is incorporated in the design guidelines of the City of Austin. When the sand is initially installed, the permeability is so high (over 100 ft/d) that generally only a portion of the filter area is required to infiltrate the entire volume, especially in a “full sedimentation” Austin design where the capture volume is released to the filter basin over 24 hours.

The preceding methodology results in a filter bed area that is oversized when new and the entire water quality volume is filtered in less than a day with no significant height of water on top of the sand bed. Consequently, the following simple rule of thumb is adequate for sizing the filter area. If the filter is preceded by a sedimentation basin that releases the water quality volume (WQV) to the filter over 24 hours, then

$$A_f = WQV / 18$$

If no pretreatment is provided then the filter area is calculated more conservatively as:

$$A_f = WQV / 10$$

Typically, filtering practices are designed as “off-line” systems, meaning that during larger storms all runoff greater than the water quality volume is bypassed untreated using a flow splitter, which is a structure that directs larger flows to the storm drain system or to a stabilized channel. One exception is the perimeter filter; in this design, all flows enter the system, but larger flows overflow to an outlet chamber and are not treated by the practice.

The Austin design variations are preferred where there is sufficient space, because they lack a permanent pool, which eliminates vector concerns. Design details of this variation are summarized below.

Summary of Design Recommendations

- (1) Capture Volume - The facility should be sized to capture the required water quality volume, preferably in a separate pretreatment sedimentation basin.

- (2) Basin Geometry – The water depth in the sedimentation basin when full should be at least 2 feet and no greater than 10 feet. A fixed vertical sediment depth marker should be installed in the sedimentation basin to indicate when 20% of the basin volume has been lost because of sediment accumulation. When a pretreatment sedimentation basin is provided the minimum average surface area for the sand filter (A_f) is calculated from the following equation:

$$A_f = WQV / 18$$

If no pretreatment is provided then the filter area is calculated as:

$$A_f = WQV / 10$$

- (3) Sand and Gravel Configuration - The sand filter is constructed with 18 inches of sand overlying 6 inches of gravel. The sand and gravel media are separated by permeable geotextile fabric and the gravel layer is situated on geotextile fabric. Four-inch perforated PVC pipe is used to drain captured flows from the gravel layer. A minimum of 2 inches of gravel must cover the top surface of the PVC pipe. Figure 5 presents a schematic representation of a standard sand bed profile.
- (4) Sand Properties – The sand grain size distribution should be comparable to that of “washed concrete sand,” as specified for fine aggregate in ASTM C-33.
- (5) Underdrain Pipe Configuration – In an Austin filter, the underdrain piping should consist of a main collector pipe and two or more lateral branch pipes, each with a minimum diameter of 4 inches. The pipes should have a minimum slope of 1% (1/8 inch per foot) and the laterals should be spaced at intervals of no more than 10 feet. There should be no fewer than two lateral branch pipes. Each individual underdrain pipe should have a cleanout access location. All piping is to be Schedule 40 PVC. The maximum spacing between rows of perforations should not exceed 6 inches.
- (6) Flow Splitter - The inflow structure to the sedimentation chamber should incorporate a flow-splitting device capable of isolating the capture volume and bypassing the 25-year peak flow around the facility with the sedimentation/ filtration pond full.

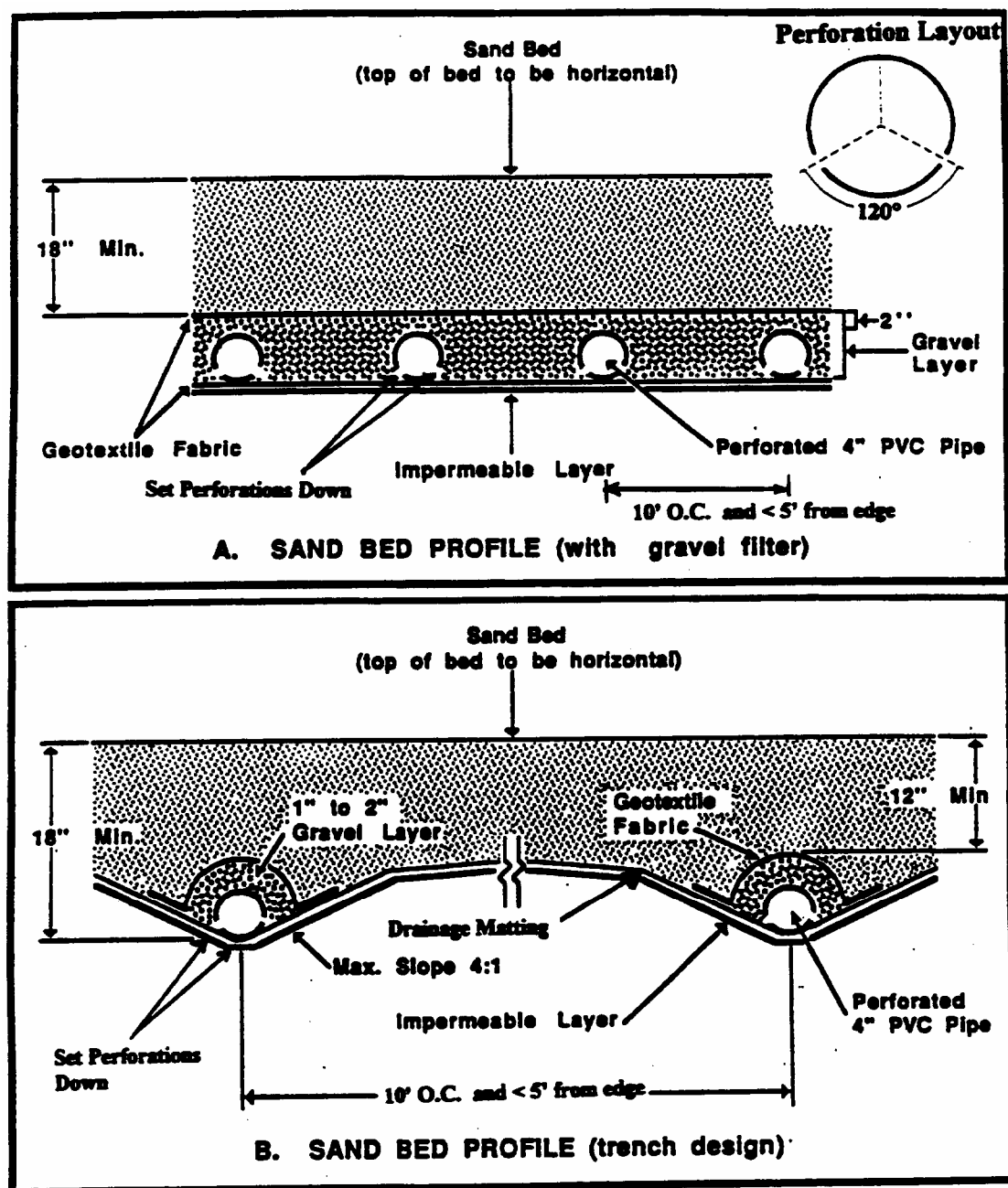


Figure 5
Schematic of Sand Bed Profile

- (7) Basin Inlet – Energy dissipation is required at the sedimentation basin inlet so that flows entering the basin should be distributed uniformly and at low velocity in order to prevent resuspension and encourage quiescent conditions necessary for deposition of solids.
- (8) Sedimentation Pond Outlet Structure - The outflow structure from the sedimentation chamber should be (1) an earthen berm; (2) a concrete wall; or (3) a rock gabion. Gabion outflow structures should extend across the full width of the facility such that no short-circuiting of flows can occur. The gabion rock should be 4 inches in diameter. The

receiving end of the sand filter should be protected (splash pad, riprap, etc.) such that erosion of the sand media does not occur. When a riser pipe is used to connect the sedimentation and filtration basins (example in Figure 6), a valve should be included to isolate the sedimentation basin in case of a hazardous material spill in the watershed. The control for the valve must be accessible at all times, including when the basin is full. The riser pipe should have a minimum diameter of 6 inches with four 1-inch perforations per row. The vertical spacing between rows should be 4 inches (on centers).

- (9) Sand Filter Discharge – If a gabion structure is used to separate the sedimentation and filtration basins, a valve must be installed so that discharge from the BMP can be stopped in case runoff from a spill of hazardous material enters the sand filter. The control for the valve must be accessible at all times, including when the basin is full.

Maintenance

Even though sand filters are generally thought of as one of the higher maintenance BMPs, in a recent California study an average of only about 49 hours a year were required for field activities. This was less maintenance than was required by extended detention basins serving comparable sized catchments. Most maintenance consists of routine removal of trash and debris, especially in Austin sand filters where the outlet riser from the sedimentation basin can become clogged.

Most data (i.e. Clark, 2001) indicate that hydraulic failure from clogging of the sand media occurs before pollutant breakthrough. Typically, only the very top of the sand becomes clogged while the rest remains in relative pristine condition as shown in Figure 7. The rate of clogging has been related to the TSS loading on the filter bed (Urbonas, 1999); however, the data are quite variable. Empirical observation of sites treating urban and highway runoff indicates that clogging of the filter occurs after 2 – 10 years of service. Presumably, this is related to differences in the type and amount of sediment in the catchment areas of the various installations. Once clogging occurs the top 2 – 3 inches of filter media is removed, which restores much, but not all, of the lost permeability. This removal of the surface layer can occur several times before the entire filter bed must be replaced. The cost of the removal of the surface layer is not prohibitive, generally ranging between \$2,000 (EPA Fact Sheet) and \$4,000 (Caltrans, 2002) depending on the size of the filter.

Media filters can become a nuisance due to mosquito and midge breeding in certain designs or if not regularly maintained. "Wet" designs (e.g., MCTT and Delaware filter) are more conducive to vectors than others (e.g., Austin filters) because they maintain permanent sources of standing water where breeding is likely to occur. Caltrans successfully excluded mosquitoes and midges from accessing the permanent water in the sedimentation basin of MCTT installations through use of a tight-fitting aluminum cover to seal vectors out. However, typical wet designs may require routine inspections and treatments by local mosquito and vector control agencies to suppress mosquito production. Vector habitats may also be created in "dry" designs when media filters clog, and/or when features such as level spreaders that hold water over 72 hours are included in the installation. Dry designs such as Austin filters should dewater completely (recommended 72 hour residence time or less) to prevent creating mosquito and other vector habitats. Maintenance efforts to prevent vector breeding in dry designs will need to focus on basic housekeeping practices such as removal of debris accumulations and vegetation management (in filter media) to prevent clogs and/or pools of standing water.

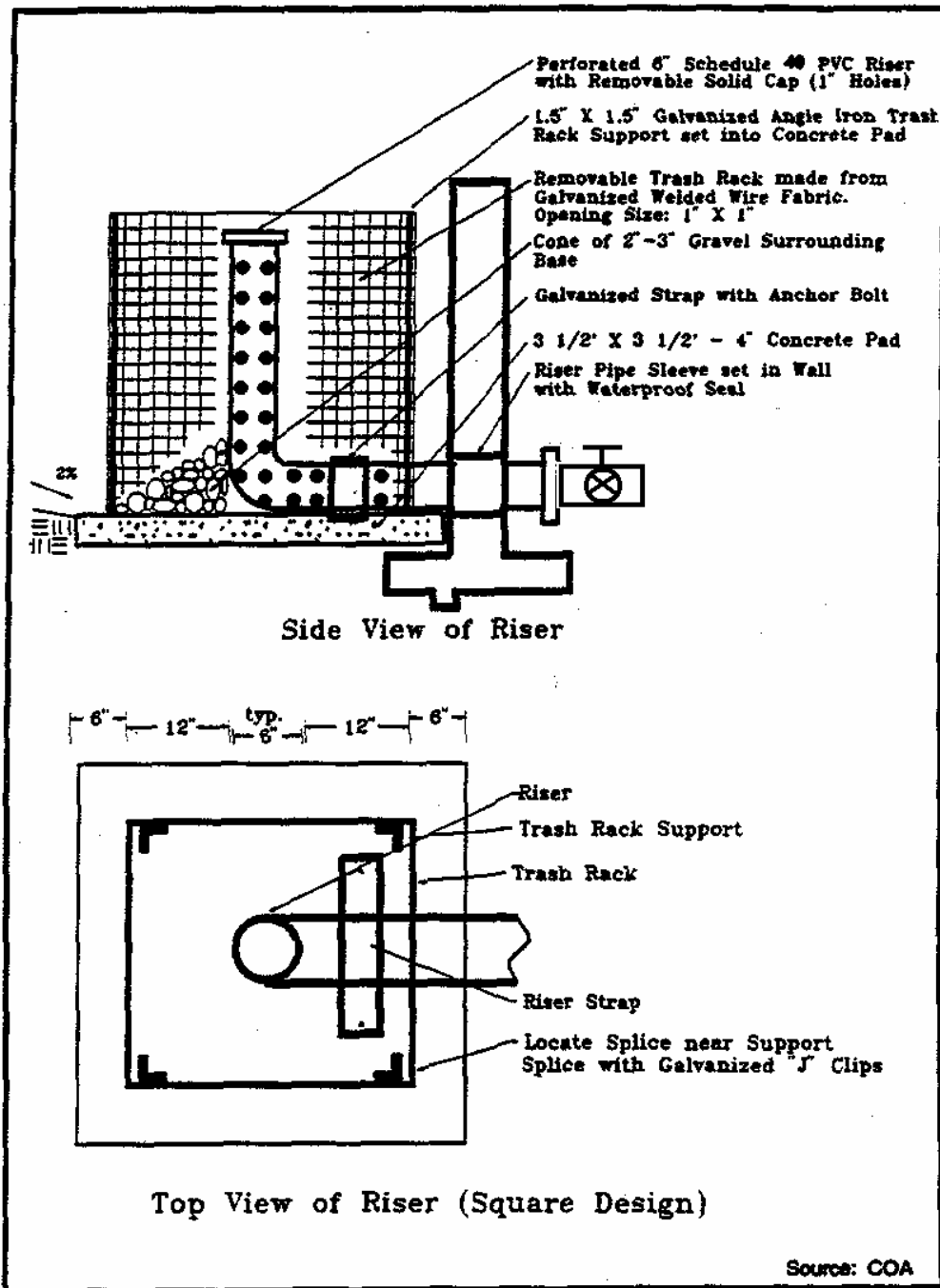


Figure 6
Detail of Sedimentation Riser Pipe



Figure 7
Formation of Clogging Crust on Filter Bed

Recommended maintenance activities and frequencies include:

- Inspections semi-annually for standing water, sediment, trash and debris, and to identify potential problems.
- Remove accumulated trash and debris in the sedimentation basin, from the riser pipe, and the filter bed during routine inspections.
- Inspect the facility once during the wet season after a large rain event to determine whether the facility is draining completely within 72 hr.
- Remove top 50 mm (2 in.) of sand and dispose of sediment if facility drain time exceeds 72 hr. Restore media depth to 450 mm (18 in.) when overall media depth drops to 300 mm (12 in.).
- Remove accumulated sediment in the sedimentation basin every 10 yr or when the sediment occupies 10 percent of the basin volume, whichever is less.

Cost

Construction Cost

There are few consistent published data on the cost of sand filters, largely because, with the exception of Austin, Texas, Alexandria, Virginia, and Washington, D.C., they have not been widely used. Furthermore, filters have such varied designs that it is difficult to assign a cost to filters in general. A study by Brown and Schueler (1997) was unable to find a statistically valid relationship between the volume of water treated in a filter and the cost of the practice. The EPA filter fact sheet indicates a cost for an Austin sand filter at \$18,500 (1997 dollars) for a 0.4 hectare- (1 acre-)

drainage area. However, the same design implemented at a 1.1 ha site by the California Department of Transportation, cost \$240,000. Consequently, there is a tremendous uncertainty about what the average construction cost might be.

It is important to note that, although underground and perimeter sand filters can be more expensive than surface sand filters, they consume no surface space, making them a relatively cost-effective practice in ultra-urban areas where land is at a premium.

Given the number of facilities installed in the areas that promote their use it should be possible to develop fairly accurate construction cost numbers through a more comprehensive survey of municipalities and developers that have implemented these filters.

Maintenance Cost

Annual costs for maintaining sand filter systems average about 5 percent of the initial construction cost (Schueler, 1992). Media is replaced as needed, with the frequency correlated with the solids loading on the filter bed. Currently the sand is being replaced in the D.C. filter systems about every 2 years, while an Austin design might last 3-10 years depending on the watershed characteristics. The cost to replace the gravel layer, filter fabric and top portion of the sand for D.C. sand filters is approximately \$1,700 (1997 dollars).

Caltrans estimated future maintenance costs for the Austin design, assuming a device sized to treat runoff from approximately 4 acres. These estimates are presented in Table 3 and assume a fully burdened hourly rate of \$44 for labor. This estimate is somewhat uncertain, since complete replacement of the filter bed was not required during the period that maintenance costs were recorded.

Table 3 Expected Annual Maintenance Costs for an Austin Sand Filter			
Activity	Labor Hours	Equipment and Materials (\$)	Cost
Inspections	4	0	176
Maintenance	36	125	1,706
Vector Control	0	0	0
Administration	3	0	132
Direct Costs	-	888	888
Total	43	\$1,013	\$2,902

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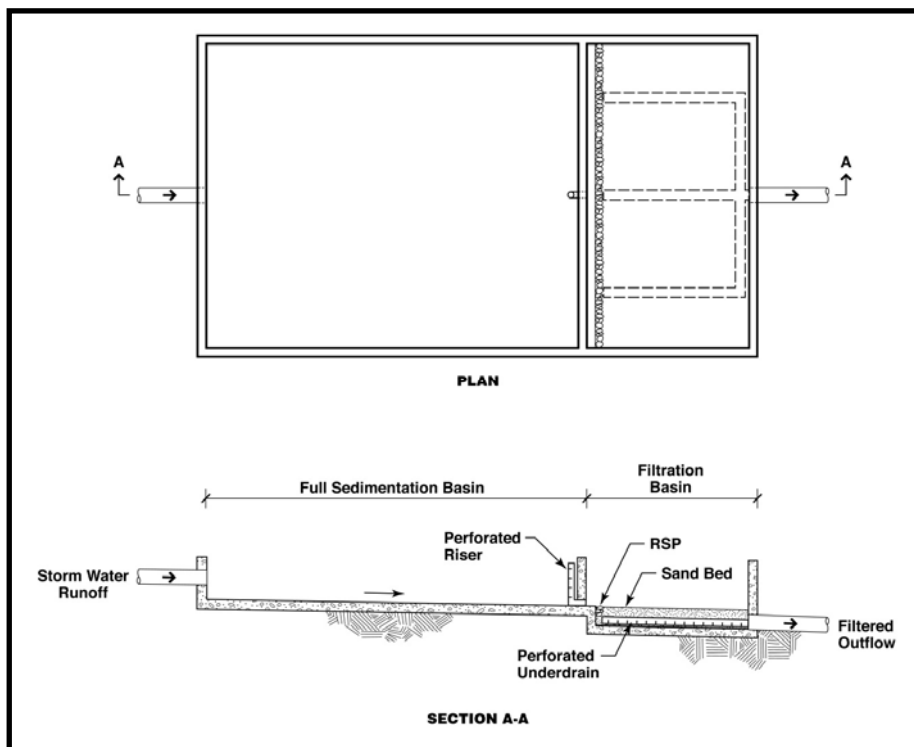
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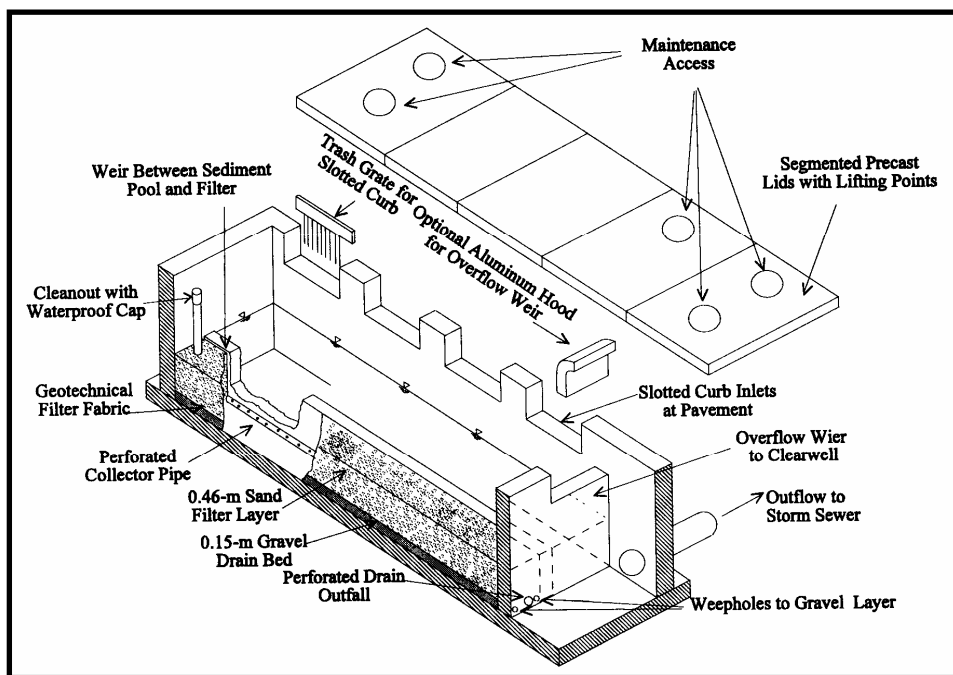
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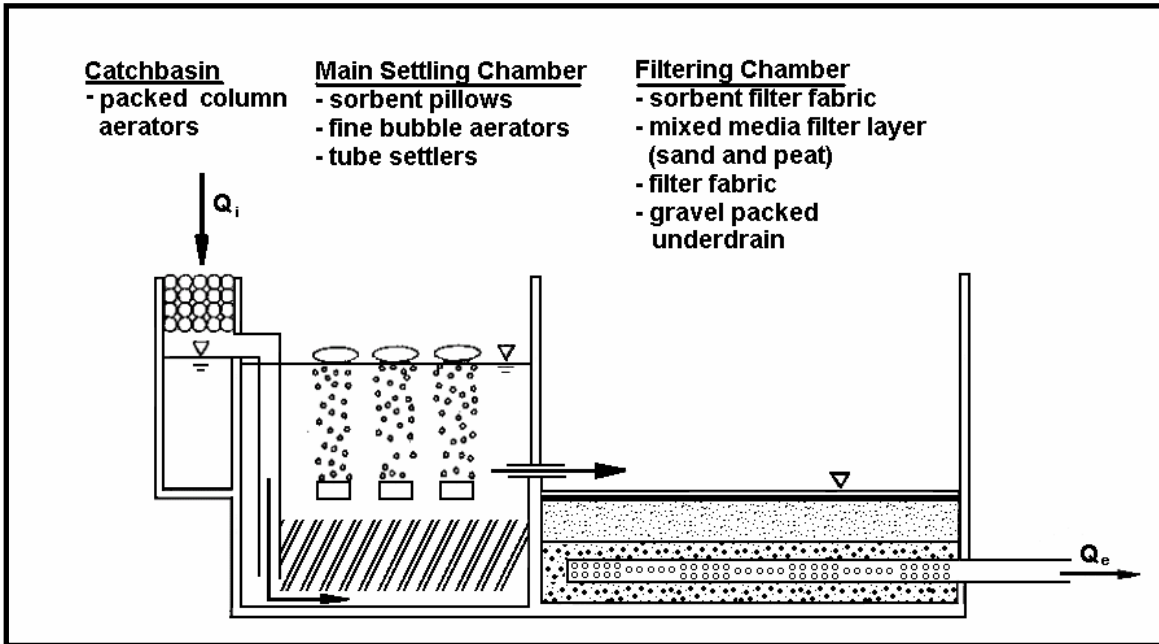
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Schematic of the "Full Sedimentation" Austin Sand Filter



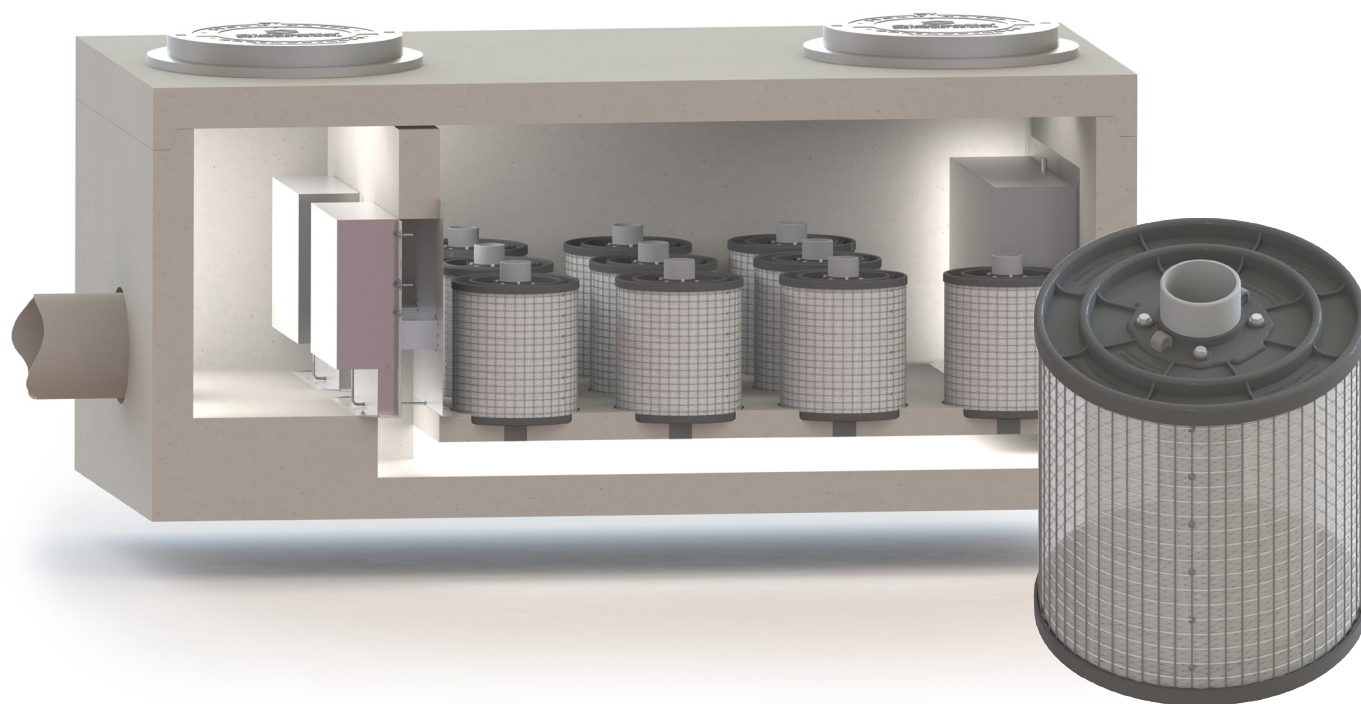
Schematic of a Delaware Sand Filter (Young et al., 1996)



Schematic of a MCTT (Robertson et al., 1995)

PERKFILTER[™]

INSPECTION AND MAINTENANCE GUIDE



November 4, 2015
Version 1



PerkFilter™ Media Filtration System

Description

The PerkFilter is a stormwater treatment device used to remove pollutants from urban runoff. Impervious surfaces and other urban and suburban landscapes generate a variety of contaminants that can enter stormwater and pollute downstream receiving waters. The PerkFilter is a media-filled cartridge filtration device designed to capture and retain sediment, gross solids, metals, nutrients, hydrocarbons, and trash and debris. As with any stormwater treatment system, the PerkFilter requires regular periodic maintenance to sustain optimum system performance.

Function

The PerkFilter is a water quality treatment system consisting of three chambers: an inlet chamber, a filter cartridge treatment chamber, and an outlet chamber (Figure 1). Stormwater runoff enters the inlet chamber through an inlet pipe, curb opening, or grated inlet. Gross solids are settled out and floating trash and debris are trapped in the inlet chamber. Pretreated flow is then directed to the treatment chamber through an opening in the baffle wall between the inlet chamber and treatment chamber. The treatment chamber contains media-filled filter cartridges (Figure 2) that use physical and chemical processes to remove pollutants. During a storm event, runoff pools in the treatment chamber before passing radially through the cylindrical cartridges from the outside surface, through the media for treatment, and into the center of the cartridge. At the center of the cartridge is a center tube assembly designed to distribute the hydraulic load evenly across the surface of the filter cartridge and control the treatment flow rate. The center tube assembly discharges treated flow through the false floor and into the outlet chamber. A draindown feature built into each cartridge allows the treatment chamber to dewater between storm events.

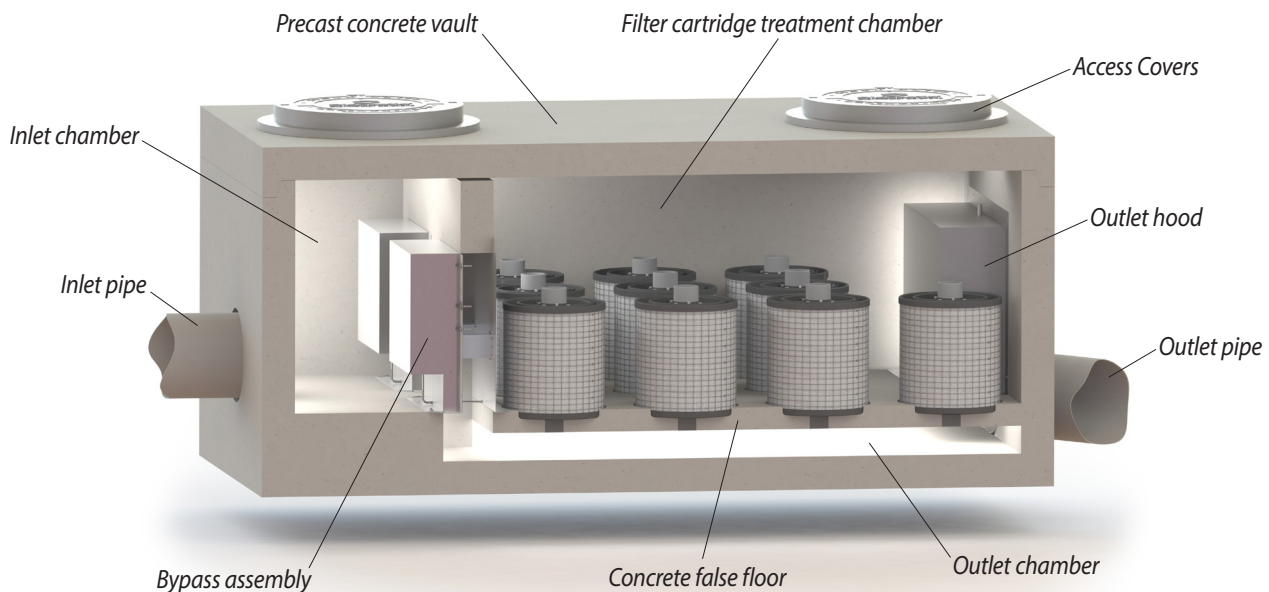


Figure 1. Schematic of the PerkFilter system.

All PerkFilter systems include a high flow bypass assembly to divert flow exceeding the treatment capacity of the filter cartridges around the treatment chamber. The bypass assembly routes peak flow from the inlet chamber directly to the outlet chamber, bypassing the treatment chamber to prevent sediment and other captured pollutants from being scoured and re-entrained by high flow. Treated flow and bypass flow merge in the outlet chamber for discharge by a single outlet pipe.

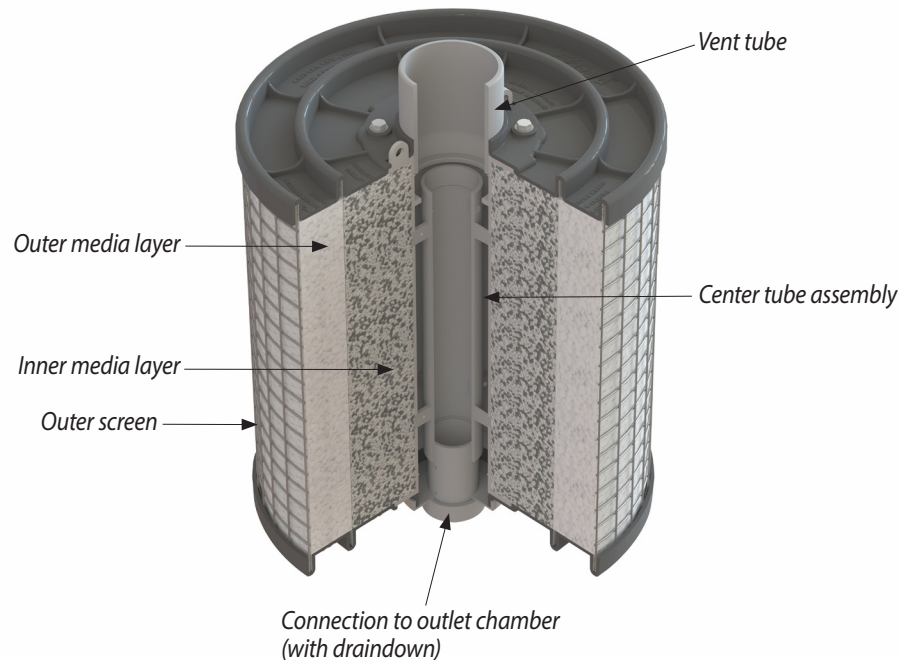


Figure 2. Schematic of the PerkFilter cartridge.

Configuration

The PerkFilter structure may consist of a vault, manhole, or catch basin configuration. Catch basin units may be fabricated from concrete or steel. Internal components including the PerkFilter cartridges are manufactured from durable plastic and stainless steel components and hardware. All cartridges are 18 inches in diameter and are available in two heights: 12-inch and 18-inch. Cartridges may be used alone or may be stacked (Figure 3) to provide 24-inch and 30-inch combinations. The capacity of each cartridge or cartridge combination is dictated by the allowable operating rate of the media and the outer surface area of the cartridge. Thus, taller cartridges have greater treatment capacity than shorter cartridges but they also require more hydraulic drop across the system. Cartridges may be filled with a wide variety of media but the standard mix is composed of zeolite, perlite, and carbon (ZPC).

Access to an installed PerkFilter system is typically provided by ductile iron castings or hatch covers. The location and number of access appurtenances is dependent on the size and configuration of the system.

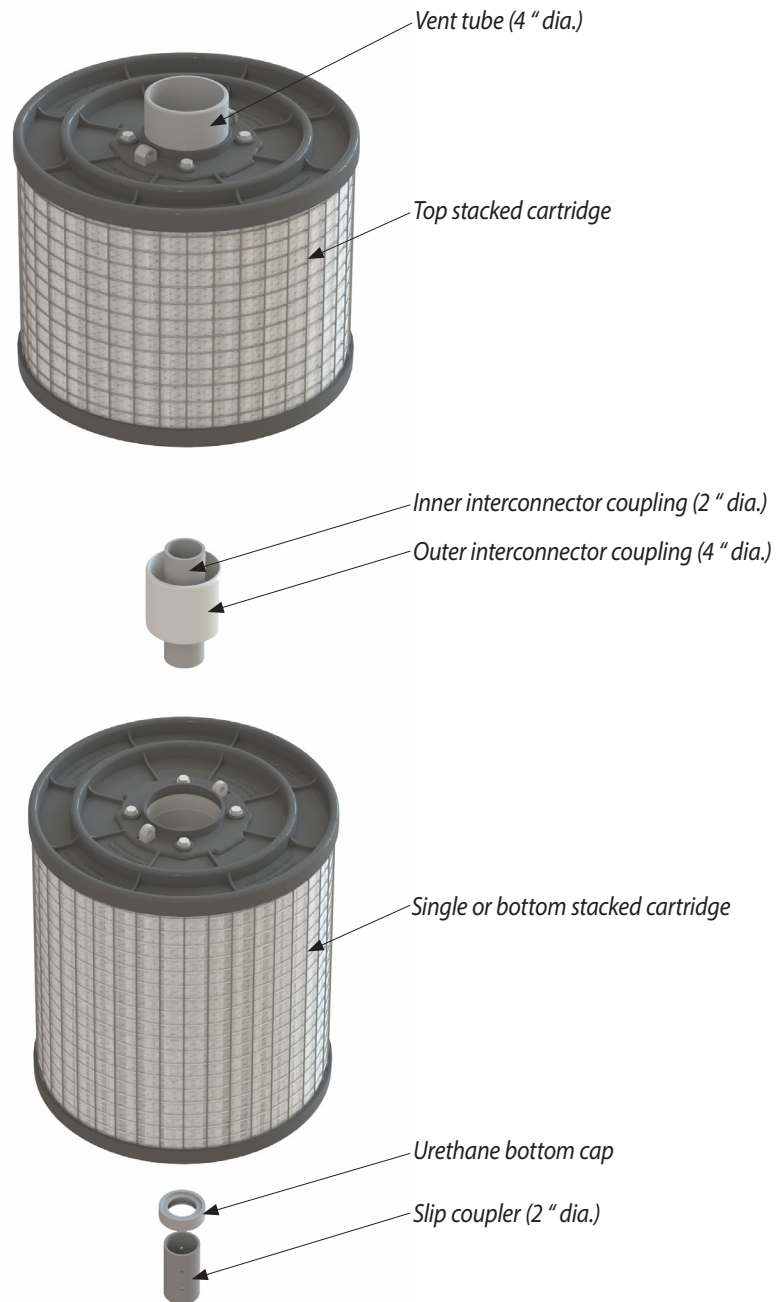


Figure 3. Schematic of stacked cartridges and connector components.

Maintenance Overview

State and local regulations require all stormwater management systems to be inspected on a regular basis and maintained as necessary to ensure performance and protect downstream receiving waters. Maintenance prevents excessive pollutant buildup that can limit system performance by reducing the operating capacity and increasing the potential for scouring of pollutants during periods of high flow.

Inspection and Maintenance Frequency

The PerkFilter should be inspected on a regular basis, typically twice per year, and maintained as required. Initially, inspections of a new system should be conducted more frequently to help establish an appropriate site-specific inspection frequency. The maintenance frequency will be driven by the amount of runoff and pollutant loading encountered by a given system. In most cases, the optimum maintenance interval will be one to three years. Inspection and maintenance activities should be performed only during dry weather periods.

Inspection Equipment

The following equipment is helpful when conducting PerkFilter inspections:

- Recording device (pen and paper form, voice recorder, iPad, etc.)
- Suitable clothing (appropriate footwear, gloves, hardhat, safety glasses, etc.)
- Traffic control equipment (cones, barricades, signage, flagging, etc.)
- Socket and wrench for bolt-down access covers
- Manhole hook or pry bar
- Flashlight
- Tape measure
- Measuring stick or sludge sampler
- Long-handled net (optional)

Inspection Procedures

PerkFilter inspections are visual and may be conducted from the ground surface without entering the unit. To complete an inspection, safety measures including traffic control should be deployed before the access covers are removed. Once the covers have been removed, the following items should be checked and recorded (see form provided at the end of this document) to determine whether maintenance is required:

- Inspect the internal components and note whether there are any broken or missing parts. In the unlikely event that internal parts are broken or missing, contact Oldcastle Stormwater Solutions at (800) 579-8819 to determine appropriate corrective action.
- Note whether the inlet pipe is blocked or obstructed. The outlet pipe is covered by a removable outlet hood and cannot be observed without entering the unit.

- Observe, quantify, and record the accumulation of floating trash and debris in the inlet chamber. The significance of accumulated floating trash and debris is a matter of judgment. A long-handled net may be used to retrieve the bulk of trash and debris at the time of inspection if full maintenance due to accumulation of floating oils or settled sediment is not yet warranted.
- Observe, quantify, and record the accumulation of oils in the inlet chamber. The significance of accumulated floating oils is a matter of judgment. However, if there is evidence of an oil or fuel spill, immediate maintenance by appropriate certified personnel is warranted.
- Observe, quantify, and record the average accumulation of sediment in the inlet chamber and treatment chamber. A calibrated dipstick, tape measure, or sludge sampler may be used to determine the amount of accumulated sediment in each chamber. The depth of sediment may be determined by calculating the difference between the measurement from the rim of the PerkFilter to the top of the accumulated sediment and the measurement from the rim of the PerkFilter to the bottom of the PerkFilter structure. Finding the top of the accumulated sediment below standing water takes some practice and a light touch, but increased resistance as the measuring device is lowered toward the bottom of the unit indicates the top of the accumulated sediment.
- Finally, observe, quantify, and record the amount of standing water in the treatment chamber around the cartridges. If standing water is present, do not include the depth of sediment that may have settled out below the standing water in the measurement.

Maintenance Triggers

Maintenance should be scheduled if any of the following conditions are identified during the inspection:

- Internal components are broken or missing.
- Inlet piping is obstructed.
- The accumulation of floating trash and debris that cannot be retrieved with a net and/or oil in the inlet chamber is significant.
- There is more than 6" of accumulated sediment in the inlet chamber.
- There is more than 4" of accumulated sediment in the treatment chamber.
- There is more than 4" of standing water in the treatment chamber more than 24 hours after end of rain event.
- A hazardous material release (e.g. automotive fluids) is observed or reported.
- The system has not been maintained for 3 years (wet climates) to 5 years (dry climates).

Maintenance Equipment

The following equipment is helpful when conducting PerkFilter maintenance:

- Suitable clothing (appropriate footwear, gloves, hardhat, safety glasses, etc.)
- Traffic control equipment (cones, barricades, signage, flagging, etc.)
- Socket and wrench for bolt-down access covers
- Manhole hook or pry bar
- Confined space entry equipment, if needed

- Flashlight
- Tape measure
- 9/16" socket and wrench to remove hold-down struts and filter cartridge tops
- Replacement filter cartridges
- Vacuum truck with water supply and water jet

Contact Oldcastle Stormwater Solutions at **(800) 579-8819** for replacement filter cartridges. A lead time of four weeks is recommended.

Maintenance Procedures

Maintenance should be conducted during dry weather when no flow is entering the system. Confined space entry is necessary to maintain vault and manhole PerkFilter configurations. Only personnel that are OSHA Confined Space Entry trained and certified may enter underground structures. Confined space entry is not required for catch basin PerkFilter configurations. Once safety measures such as traffic control are deployed, the access covers may be removed and the following activities may be conducted to complete maintenance:

- Remove floating trash, debris, and oils from the water surface in the inlet chamber using the extension nozzle on the end of the boom hose of the vacuum truck. Continue using the vacuum truck to completely dewater the inlet chamber and evacuate all accumulated sediment from the inlet chamber. Some jetting may be required to fully remove sediment. The inlet chamber does not need to be refilled with water after maintenance is complete. The system will fill with water when the next storm event occurs.
- Remove the hold-down strut from each row of filter cartridges and then remove the top of each cartridge (the top is held on by four 9/16" bolts) and use the vacuum truck to evacuate the spent media. When empty, the spent cartridges may be easily lifted off their slip couplers and removed from the vault. The couplers may be left inserted into couplings cast into the false floor to prevent sediment and debris from being washed into the outlet chamber during washdown.
- Once all the spent cartridges have been removed from the structure, the vacuum truck may be used to evacuate all accumulated sediment from the treatment chamber. Some jetting may be required to fully remove sediment. Take care not to wash sediment and debris through the openings in the false floor and into the outlet chamber. All material removed from the PerkFilter during maintenance including the spent media must be disposed of in accordance with local, state, and/or federal regulations. In most cases, the material may be handled in the same manner as disposal of material removed from sumped catch basins or manholes.
- Place a fresh cartridge in each cartridge position using the existing slip couplers and urethane bottom caps. If the vault is equipped with stacked cartridges, the existing outer and inner interconnector couplers must be used between the stacked cartridges to provide hydraulic connection. Transfer the existing vent tubes from the spent cartridges to the fresh cartridges. Finally, refit the struts to hold the fresh cartridges in place.
- Securely replace access covers, as appropriate.
- Make arrangements to return the empty spent cartridges to Oldcastle Stormwater Solutions.

PerkFilter Inspection and Maintenance Log

Location _____

Structure Configuration and Size:

Inspection Date _____

☐ Vault _____ feet x _____ feet

☐ Manhole _____ diameter

☐ Catch Basin _____ feet x _____ feet

Number and Height of Cartridges:

Count _____ each ☐ 12" ☐ 18" ☐ 24" ☐ 30"

Media Type:

☐ ZPC ☐ Perlite ☐ Other _____

Condition of Internal Components

☐ Good ☐ Damaged ☐ Missing

Notes:

Inlet Pipe Blockage or Obstruction

☐ Yes ☐ No

Notes:

Floating Trash and Debris

☐ Significant ☐ Not Significant

Notes:

Floating Oils

☐ Significant ☐ Not Significant ☐ Spill

Notes:

Sediment Depth in Inlet Chamber

☐ Inches of Sediment: _____

Notes:

Sediment Depth in Treatment Chamber

☐ Inches of Sediment: _____

Notes:

Standing Water in Treatment Chamber

☐ Inches of Standing Water: _____

Notes:

Maintenance Required

☐ Yes – Schedule Maintenance ☐ No – Inspect Again in _____ Months

VII. BMP Maintenance Schedule

A. *Annual Maintenance Schedule for all BMPs*

Treatment BMPs require minimum maintenance similar to that for any landscape areas. BMPs must be regularly maintained to ensure that they continue to be effective and do not cause flooding or other harmful nuisances.

B. *Inspection and Maintenance Schedule for each BMP*

1. *Routine Inspection and Maintenance:* Regular inspections shall be made of all BMP features and any maintenance performed as needed. Any collected debris shall be removed from the feature.
 - The bioretention areas shall be maintained as described in TC-32 of the California Stormwater BMP Handbook prepared by CASQA.
 - Media filters should be maintained per manufacturer specifications.
2. *Annual Inspection and Maintenance:* Annual inspections and maintenance shall be performed as described above in the “Routine Inspection and Maintenance” Section.
3. *Inspection and Maintenance during the Rainy Season:* All BMP features shall be inspected immediately after the first rain event of the season. During the rainy season the BMP features shall be inspected at least once every 30 days and after any significant rain event.

C. *Service Agreement Information*

The frequency of cleaning the treatment BMPs will depend on the generation of trash and debris and sediment at the site. Cleanout and preventive maintenance schedules will be determined based on operating experience. The mechanical BMP units should be periodically inspected to determine the amount of accumulated pollutants and to ensure the cleanout frequency is adequate to handle the predicted pollutant load being processed by the unit.

VIII. Copy of O&M Agreement

(Final Recorded Copy to be Inserted)

Appendix

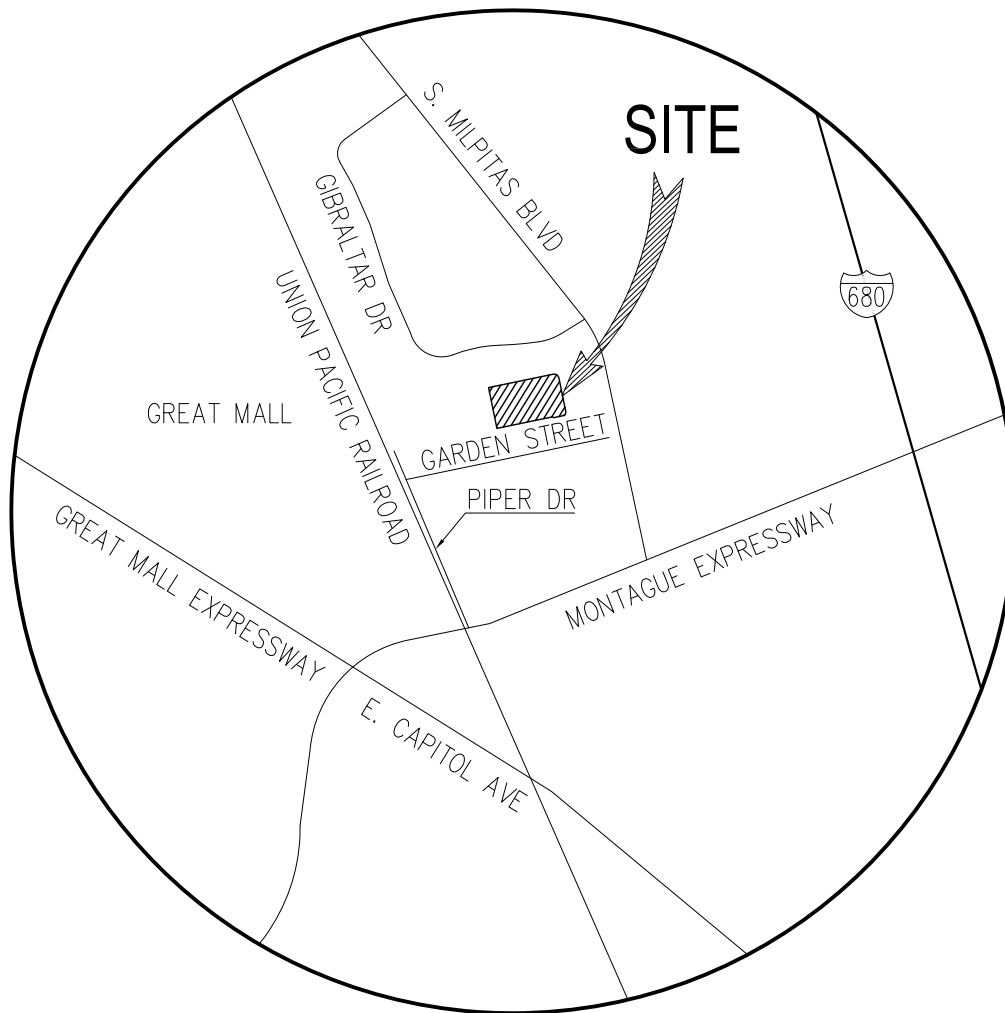
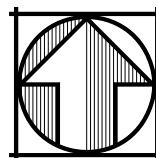


FIGURE 1 VICINITY MAP SIENA

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: JULY 7, 2017

NOT TO SCALE



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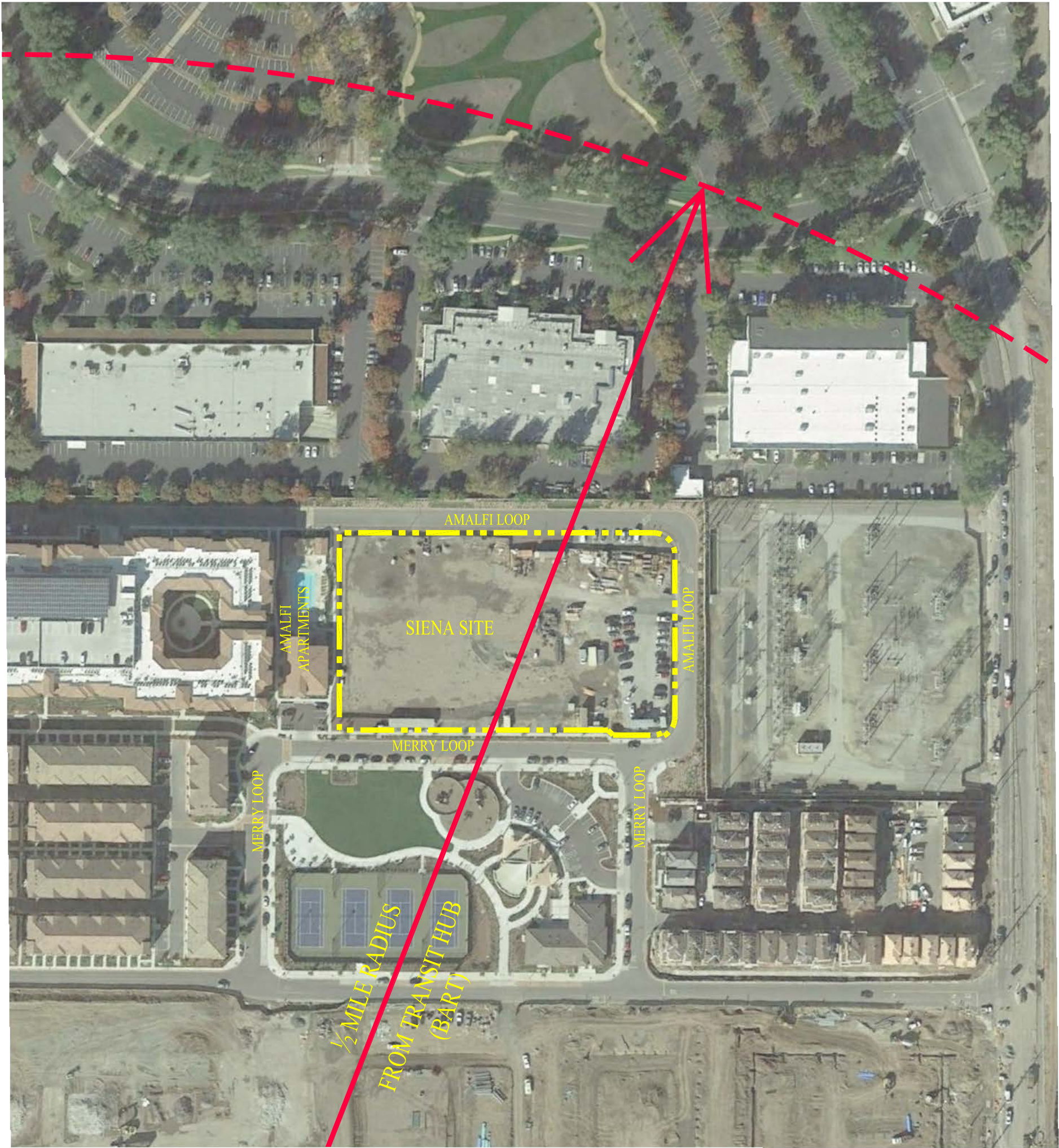


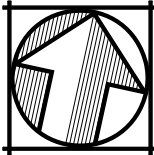
FIGURE 2
AERIAL EXHIBIT

SIENA

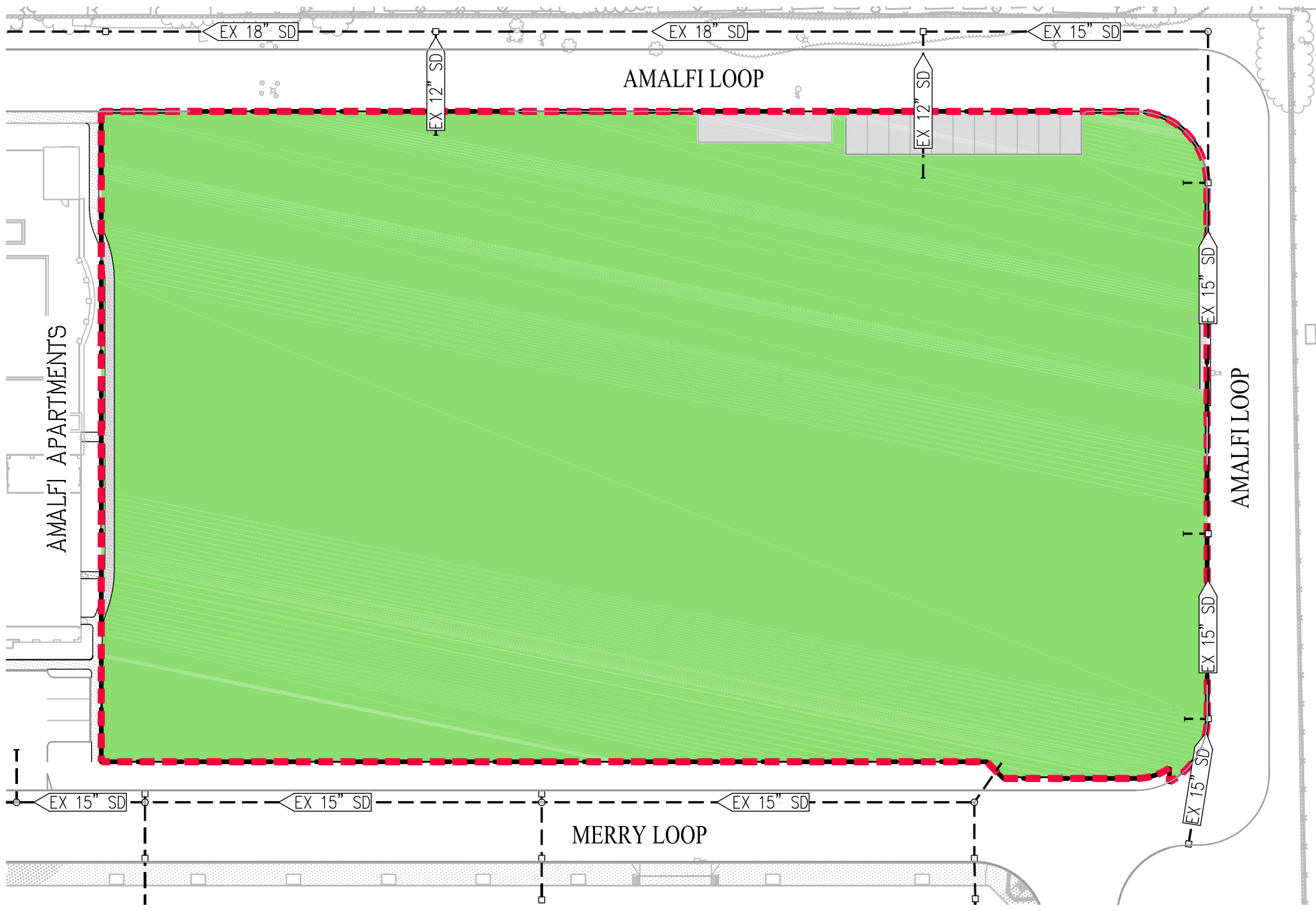
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: JULY 7, 2017

SCALE: 1" = 150'



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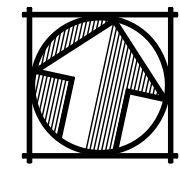


LEGEND

- PROJECT BOUNDARY (2.92± ACRES)
- DRAINAGE AREA BOUNDARY
- IMPERVIOUS SURFACE (0.08± AC - 3%)
- PERVIOUS SURFACE (2.84± AC - 97%)

FIGURE 3
EXISTING
CONDITIONS
SIENA

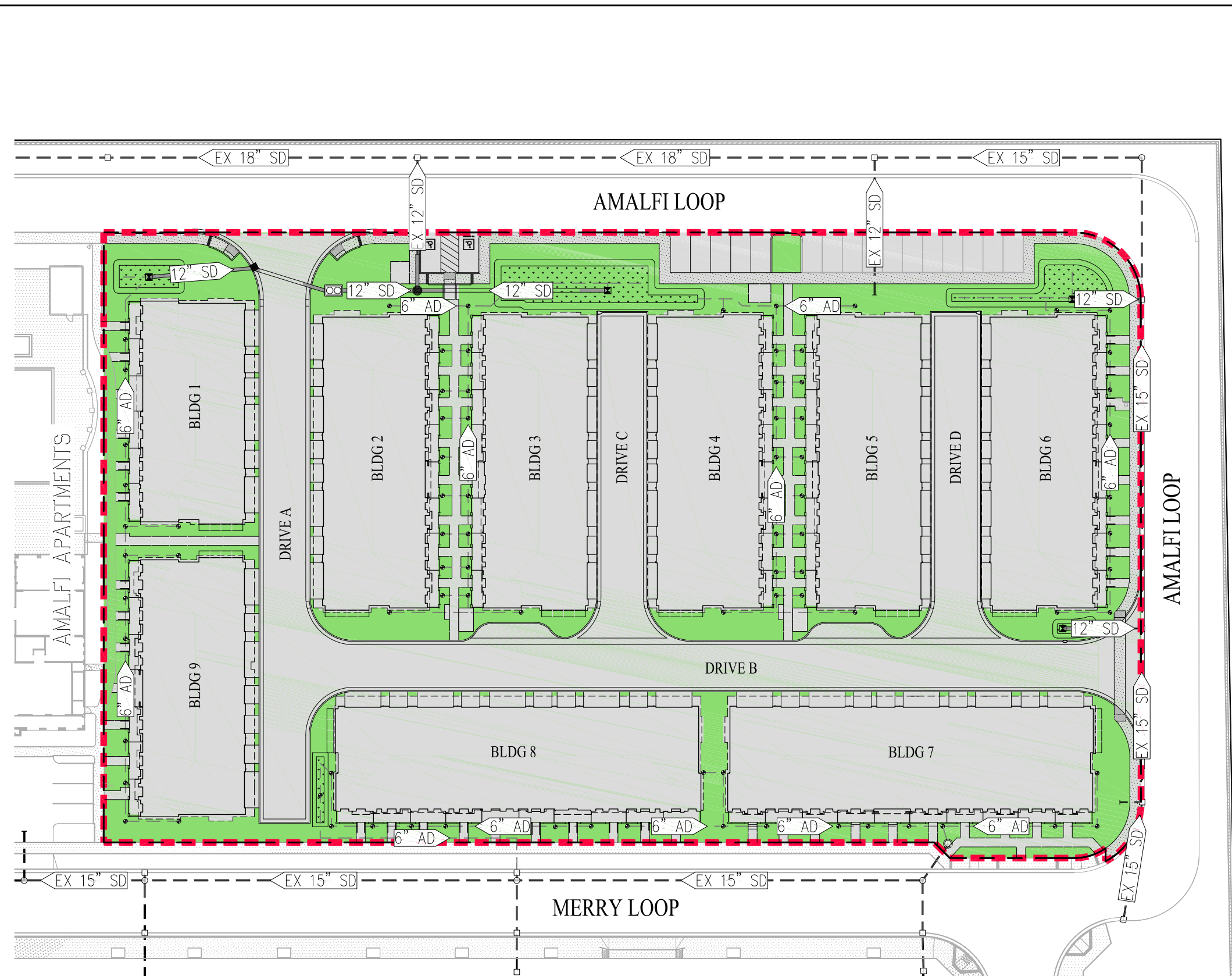
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: JULY 7, 2017
SCALE: 1" = 50'



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LEGEND

- PROJECT BOUNDARY
- DRAINAGE AREA BOUNDARY
- TOTAL IMPERVIOUS SURFACE (2.31± AC - 79%)
- TOTAL PVIOUS SURFACE (2.12± AC - 21%)

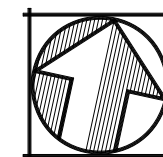
FIGURE 4
POST-DEVELOPMENT
CONDITIONS

SIENA

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA

DATE: OCTOBER 2017

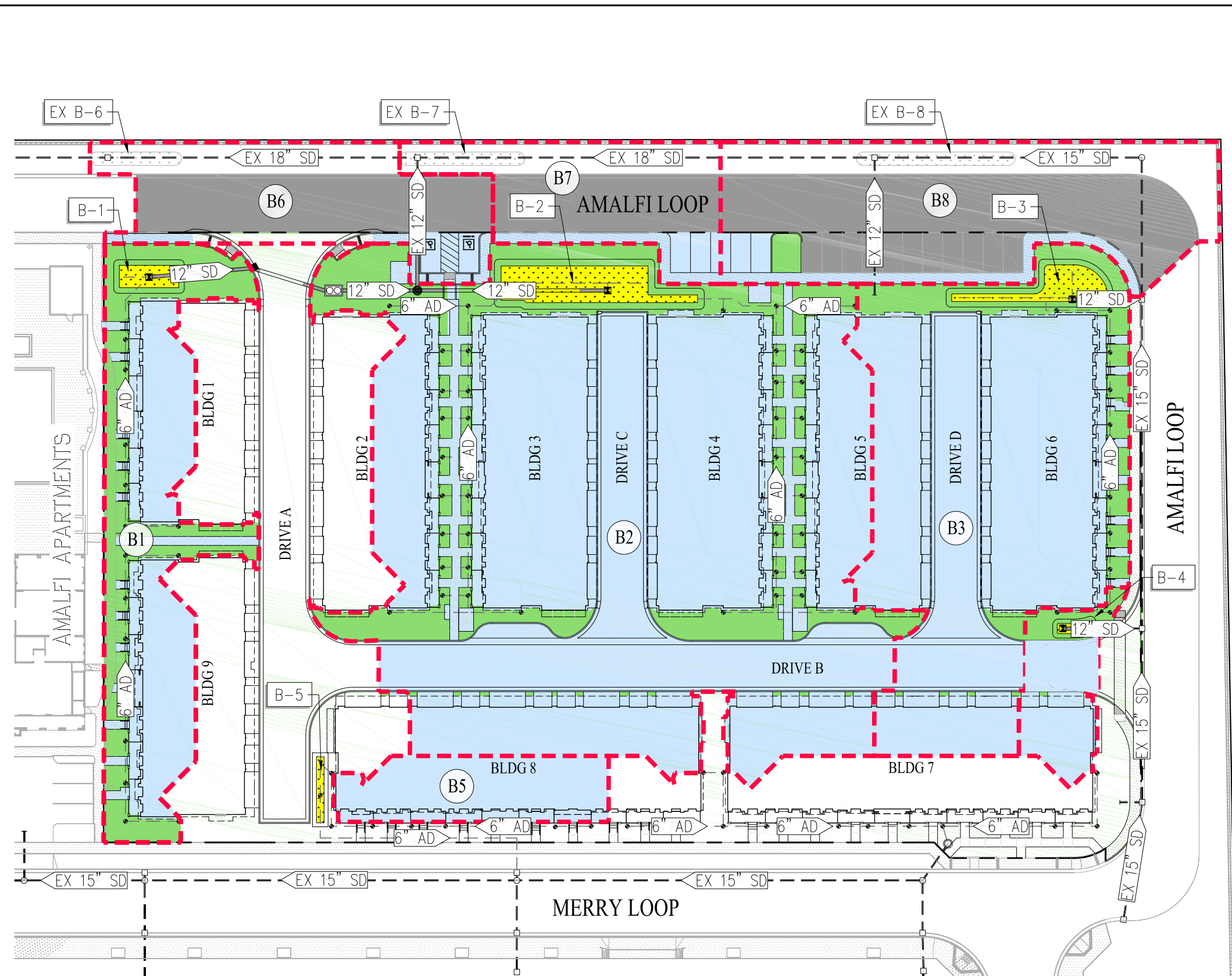
SCALE: 1" = 50'



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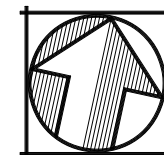
LEGEND

- PROJECT BOUNDARY
- - - DRAINAGE AREA BOUNDARY
- IMPERVIOUS SURFACE TO BE TREATED BY BIORETENTION
- PERVIOUS SURFACE TO BE TREATED BY BIORETENTION
- EXISTING IMPERVIOUS AREA TREATED BY EXISTING BIORETENTION
- B3 DMA ID
- PROPOSED BIORETENTION
- EXISTING BIORETENTION AREA

NOTE:
100% OF REQUIRED SITE STORM WATER TO
BE TREATED USING TREATMENT FEATURES
SHOWN ON THIS FIGURE IN CONJUNCTION
WITH OTHER FIGURES IN THIS SWCP.

FIGURE 5 BIORETENTION TREATMENT AREAS SIENA

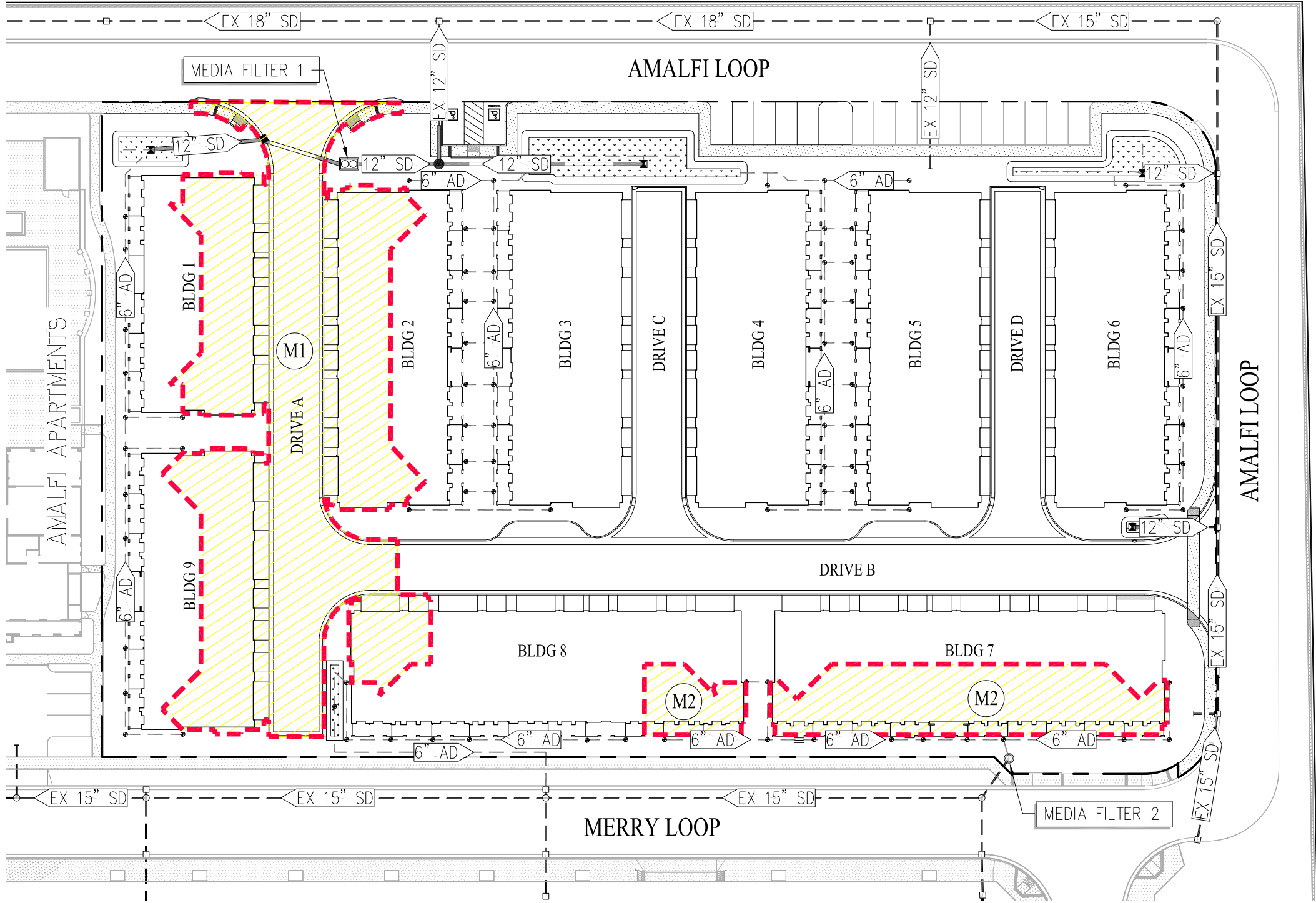
CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: OCTOBER 2017
SCALE: 1" = 50'



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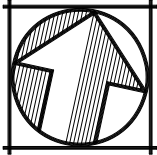
LEGEND

- PROJECT BOUNDARY
- DRAINAGE AREA BOUNDARY
- IMPERVIOUS SURFACE TO BE TREATED BY MEDIA-FILTER
- B3 DMA ID

NOTE:
100% OF REQUIRED SITE STORM WATER TO
BE TREATED USING TREATMENT FEATURES
SHOWN ON THIS FIGURE IN CONJUNCTION
WITH OTHER FIGURES IN THIS SWCP.

FIGURE 6
MEDIA FILTER
TREATMENT
AREAS
SIENA

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: OCTOBER 2017
SCALE: 1" = 50'

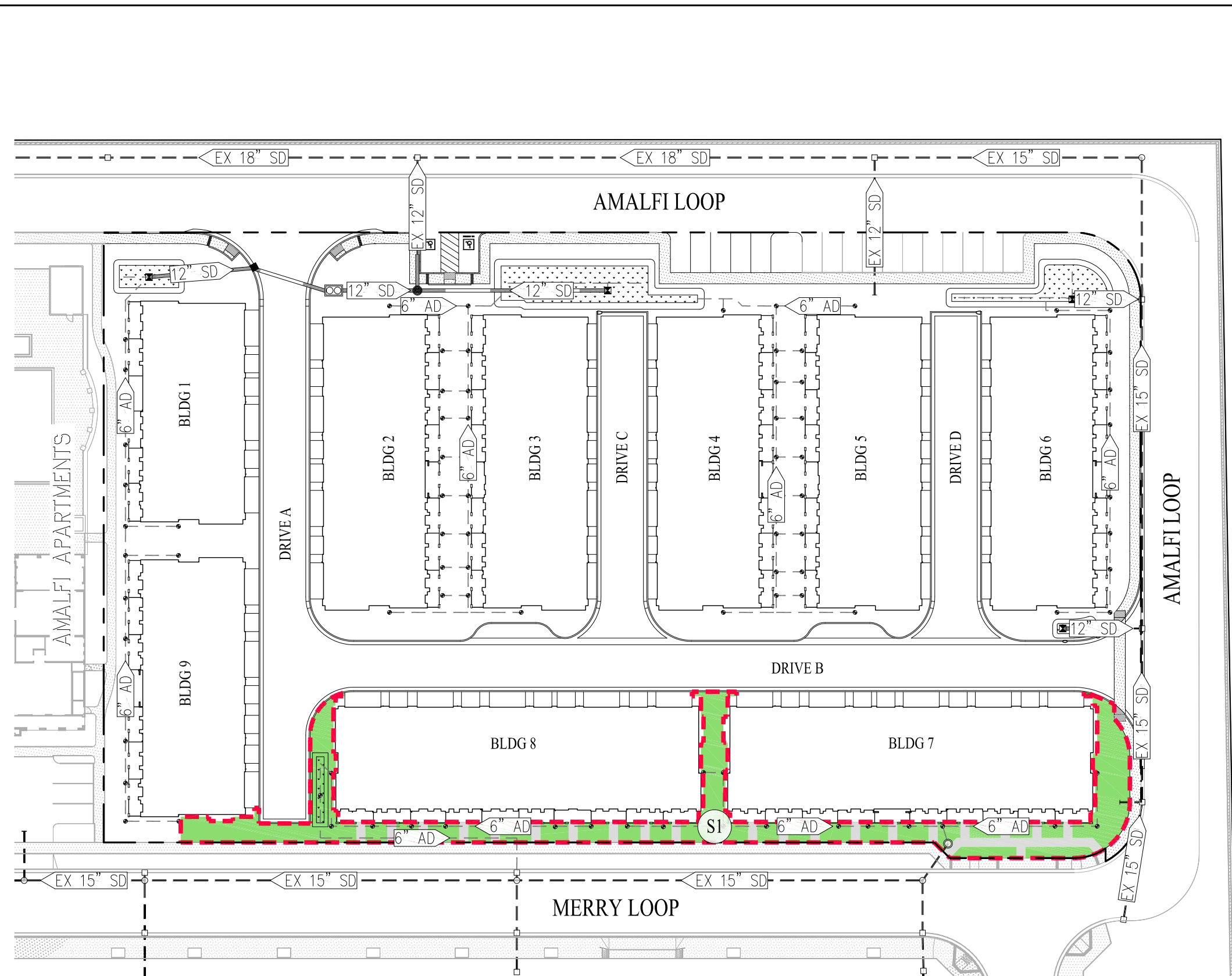




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LEGEND

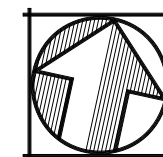
- PROJECT BOUNARY
- DRAINAGE AREA BOUNDARY
- IMPERVIOUS SURFACE (DRAINS TO SELF-TREATING AND SELF-RETAINING LANDSCAPE AREA)
- SELF-TREATING AND SELF-RETAINING LANDSCAPE AREA
- S1 DMA ID

NOTES:

- 100% OF REQUIRED SITE STORM WATER TO BE TREATED USING TREMENT FEATURES SHOWN ON THIS FIGURE IN CONJUNCTION WITH OTHER FIGURES IN THIS SWCP.
- SELF-RETAINING LANDSCAPE AREAS SHALL PROVIDE 1 INCH MINIMUM OF PONDING. CONTRACTOR TO DEPRESS LANDSCAPING IN THESE AREAS BY 1 INCH.

FIGURE 7 SELF TREATING AREAS SIENA

CITY OF MILPITAS SANTA CLARA COUNTY CALIFORNIA
DATE: OCTOBER 2017
SCALE: 1" = 50'



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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project, the Community and Senior Center Energy Resiliency Project and the Facilities Water Fixture Retrofit Project
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	11/17/2020
Staff Contact:	Tony Ndah, 408-586-2602
Recommendation:	Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project, the Community and Senior Center Energy Resiliency Project and the Facilities Water Fixture Retrofit Project

Background:

On October 6, 2020, City Council approved an amendment to the contract with Engie Services U.S., Inc. (Engie) for the implementation of energy and water conservation measures which consists of the retrofit of streetlights with LED fixtures; exterior and interior lighting efficiency upgrades at numerous City parks, sports fields, and facilities; and the installation of solar and battery backup systems at critical City facilities to improve the energy resiliency of these facilities during unplanned power outages. The cost of these energy conservation measures (ECMs) is estimated to be \$34 million; however, there is approximately \$23 million in water bonds and other capital funds that were approved as part of the FY 2020-2025 Capital Improvement Program or are recommended be used to pay for a portion of the Council approved scope of work, and projects under the scope of work qualify for rebates and incentives of up to \$1.98 million, which would be paid to the City over a 7 year period.

In addition to the approval of the contract amendment with Engie, Council also gave authorization to the City Manager to sell approximately \$11.3 million of General Fund Lease Revenue Bonds to finance the implementation of portions of the scope of work. The remaining funds for the various projects are recommended to be reallocated from existing CIP projects and the use of fund balances from the water capital and storm drain funds.

Implementation of the energy and water conservation measures are projected to result in an annual energy and water savings of approximately \$1.6 million during the 20-year financing period of the measures. Total net savings over the lifetime of the measures (which range from 10-30 years depending on the measure) is estimated at almost \$31 million.

Analysis:

In an effort to save money by reducing the City's energy and water usage, as well as improve energy resiliency at critical City facilities, the City Council authorized a contract with Engie to perform a citywide energy and water audit to develop measures for cost-effective energy and water savings in City operations and infrastructure. Subsequently, Council approved implementation of energy and water conservation measures which were grouped into bundles for implementation namely Bundle A – Utility Modernization, Bundle B – LED Lighting Upgrades, and Bundle C.1 – City Facility Resiliency. The scope of work for the projects include:

- installation of automated customer water meters;
- automated controls at sewer, water and storm pump stations (SCADA project);
- interior plumbing upgrades at City facilities;
- retrofit of streetlights with LED fixtures;
- exterior and interior lighting efficiency upgrades at numerous City parks, sports fields, and facilities; and
- installation of solar and battery backup systems at critical City facilities to improve the energy resiliency of these facilities during unplanned power outages.

Implementation of ECMs in Bundle A is contingent upon Council approval of several recommended budget amendments in the net amount of \$8.9 million in the Water, Sewer, and Storm Drain funds by advancing funding from FY 2021-22 to FY 2020-21, reallocating funding among existing capital projects and the use of fund balances. In order to fund the Automated Water Meter Infrastructure (AMI) project, staff recommends reallocating water bond funding in the amount of \$6.15 million from the Well Upgrade project due to a delay in the Well Upgrade project and using future capital surcharge funding to offset the reallocation of water bond funding to the AMI project as part of the next five-year capital plan. To align funding for the Storm SCADA project, staff recommends using Storm Drain Fund balance in the amount of \$850,000 to fully fund the project. For the Water and Sewer SCADA projects, the current funds available are in excess of the budget and \$33,400 and \$133,400 are recommended to be returned to water bonds and sewer fund, respectively. To fund the final project of Bundle A staff recommends establishing a Facilities Water Fixture Retrofit Project, which are interior plumbing upgrades at City facilities, and allocate \$670,000 from the City Buildings Improvement CIP to fund the facility water fixture retrofits.

On October 20, the City Council authorized \$11.3 million of General Fund Lease Revenue Bonds to fund the implementation of energy savings projects in Bundles B and C.1. Staff recommends establishing the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project funded with Lease Revenue Bonds of approximately \$6.9 million and \$4.4 million, respectively.

Fiscal Impact:

The recommended budget actions will ensure sufficient funds are available to fund the implementation of Bundles A, B, and C.1. To fund Bundle A ECMs, several budget amendments in the net amount of \$8.9 million are recommended in the Water, Sewer, and Storm Drain funds by advancing funding from FY 2021-22 to FY 2020-21, reallocating funding among existing capital projects, and the use of fund balances.

For projects identified in Bundles B and C.1 ECMs, staff recommends establishing the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project funded with Lease Revenue Bonds of approximately \$6.9 million and \$4.4 million, respectively.

Policy Alternative:

Alternative: Do not approve reprogramming of CIP Funding for implementation Bundle A projects

Pros: Existing CIP funds would be used on the projects as approved by Council in the 2020 – 2025 Capital Improvement Program.

Cons: Does not fund the Council approved energy conservation measures in Bundle A needed to provide annual energy and water savings to the City.

Reason not recommended: Reprogramming funding on existing CIPs will allow City to implement the energy conservation measures in Bundle A which provide approximately \$1.6 million in energy and water savings during the 20-year financing period of the measures.

California Environmental Quality Act:

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project, the Community and Senior Center Energy Resiliency Project and the Facilities Water Fixture Retrofit Project

Attachment:

Budget Change Form

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	401-9517076153999	\$3,000,000	401-951707674800	\$3,000,000
☒ Budget Appropriation	401-9517121153899	\$3,000,000	401-951712174800	\$3,000,000
	403-3999	\$3,146,000	403-2961	\$3,146,000
☐ Budget Transfer	401-9517121153899	\$3,146,000	401-951712174800	\$3,146,000
	401-9517127153999	\$33,400	401-951712774800	\$33,400
	403-3899	\$33,400	403-2961	\$33,400
	451-9516127153999	\$133,400	451-951612774800	\$133,400
	450-3899	\$133,400	450-2961	\$133,400
	341-9513715153999	\$1,366,590	341-951371574800	\$1,366,590
	341-9513718153899	\$1,366,590	341-951371874800	\$1,366,590
	340-2961	\$850,000	340-3999	\$850,000
	341-9513718153899	\$850,000	341-951371874800	\$850,000
	331-9513406153999	\$670,000	331-951340674800	\$670,000
	331-9513486153899	\$670,000	331-951348674800	\$670,000
	334-2961	\$6,872,425	334-3999	\$6,872,425
	331-9513487153899	\$6,872,425	331-951348774800	\$6,872,425
	334-2961	\$4,406,895	334-3999	\$4,406,895
	331-9513488153899	\$4,406,895	331-951348874800	\$4,406,895

Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project.

Background:

On October 6, 2020, City Council approved an amendment to the contract with Engie Services U.S., Inc. (Engie) for the implementation of energy and water conservation measures which consists of the retrofit of streetlights with LED fixtures; exterior and interior lighting efficiency upgrades at numerous City parks, sports fields, and facilities; and the installation of solar and battery backup systems at critical City facilities to improve the energy resiliency of these facilities during unplanned power outages. The cost of these energy conservation measures (ECMs) is estimated to be \$34 million; however, there is approximately \$23 million in water bonds and other capital funds that were approved as part of the FY 2020-2025 Capital Improvement Program or are recommended be used to pay for a portion of the Council approved scope of work, and projects under the scope of work qualify for rebates and incentives of up to \$1.98 million, which would be paid to the City over a 7 year period.

In addition to the approval of the contract amendment with Engie, Council also gave authorization to the City Manager to sell approximately \$11.3 million of General Fund Lease Revenue Bonds to finance the implementation of portions of the scope of work. The remaining funds for the various projects are recommended to be reallocated from existing CIP projects and the use of fund balances from the water capital and storm drain funds.

Implementation of the energy and water conservation measures are projected to result in an annual energy and water savings of approximately \$1.6 million during the 20-year financing period of the measures. Total net savings over the lifetime of the measures (which range from 10-30 years depending on the measure) is estimated at almost \$31 million.

Analysis:

In an effort to save money by reducing the City's energy and water usage, as well as improve energy resiliency at critical City facilities, the City Council authorized a contract with Engie to perform a citywide energy and water audit to develop measures for cost-effective energy and water savings in City operations and infrastructure. Subsequently, Council approved implementation of energy and water conservation measures which were grouped into bundles for implementation namely Bundle A – Utility Modernization, Bundle B – LED Lighting Upgrades, and Bundle C.1 – City Facility Resiliency. The scope of work for the projects include:

- installation of automated customer water meters;
- automated controls at sewer, water and storm pump stations (SCADA project);
- interior plumbing upgrades at City facilities;
- retrofit of streetlights with LED fixtures;
- exterior and interior lighting efficiency upgrades at numerous City parks, sports fields, and facilities; and
- installation of solar and battery backup systems at critical City facilities to improve the energy resiliency of these facilities during unplanned power outages.

Implementation of ECMs in Bundle A is contingent upon Council approval of several recommended budget amendments in the net amount of \$8,866,150 in the Water, Sewer, and Storm Drain funds by advancing funding from FY 2021-22 to FY 2020-21, reallocating funding among existing capital projects and the use of fund balances. In order to fund the Automated Water Meter Infrastructure (AMI) project, staff recommends reallocating water bond funding in the amount of \$6.15 million from the Well Upgrade project due to a delay in the Well Upgrade project and using future capital surcharge funding to offset the reallocation of water bond funding to the AMI project as part of the next five-year capital plan. To align funding for the Storm SCADA project, staff recommends using Storm Drain Fund balance in the amounts of \$850,000 to fully fund the project. For the Water and Sewer SCADA projects, the current funds available are in excess of the budget and \$33,400 and \$133,400 will be returned to water bonds and sewer fund, respectively. To fund the final project of Bundle A Facilities Water Fixture Retrofit Project, which are interior plumbing upgrades at City facilities, staff intends to use \$670,000 from the City Buildings Improvement CIP to fund the facility water fixture retrofits.

On October 20, the City Council authorized \$11.3 million of General Fund Lease Revenue Bonds to fund the implementation of energy savings projects in Bundles B and C.1. Staff recommends establishing the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project funded with Lease Revenue Bonds of approximately \$6.9 million and \$4.4 million, respectively.

Fiscal Impact:

The recommended budget actions will ensure sufficient funds are available to fund the implementation of Bundles A, B, and C.1. To fund Bundle A ECMs, several budget amendments in the net amount of \$8,866,150 are recommended in the Water, Sewer, and Storm Drain funds by advancing funding from FY 2021-22 to FY 2020-21, reallocating funding among existing capital projects, and the use of fund balances.

For projects identified in Bundles B and C.1 ECMs, staff recommends establishing the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project funded with Lease Revenue Bonds of approximately \$6.9 million and \$4.4 million, respectively.

Policy Alternative:

Alternative: Do not approve reprogramming of CIP Funding for implementation Bundle A projects

Pros: Existing CIP funds would be used on the projects as approved by Council in the 2020 – 2025 Capital Improvement Program.

Cons: Does not fund the Council approved energy conservation measures in Bundle A needed to provide annual energy and water savings to the City.

Reason not recommended: Reprogramming funding on existing CIPs will allow City to implement the energy conservation measures in Bundle A which provide approximately \$1.6 million in energy and water savings during the 20-year financing period of the measures.

California Environmental Quality Act:

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve Various Budget Amendments to fund the Council approved Energy Services Agreement with Engie Services U.S., Inc. for the Construction of Energy and Water Conservation Measures and Establish the Citywide LED Lighting Upgrade Capital Improvement Project and the Community and Senior Center Energy Resiliency Project

Attachments:

Budget Change Form

☐ Check if City Council Approval required.

Meeting Date: November 17, 2020

Requested by:	Department Head: Tony Ndah	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept Additional FY 2020 Citizens' Option for Public Safety (COPS) Grant funding and Approve a Related Budget Appropriation
Category:	Consent Calendar-Public Safety
Meeting Date:	11/17/2020
Staff Contact:	Jared Hernandez, 408-586-2406
Recommendation:	Accept Additional FY 2020 Citizens' Option for Public Safety (COPS) Grant funding and approve related budget appropriation.

Background:

In September of 2019, the California State Legislature, through the Citizens' Option for Public Safety (COPS) grant program, awarded the City of Milpitas \$115,531. On May 19, 2020, the City Council approved the Chief of Police's spending plan as follows:

1. Firearms Equipment and Training
2. Safety Equipment
3. Evidence Collection and Training
4. Canine Equipment
5. Equipment Storage System

In October of 2020, the City of Milpitas received an additional \$65,536.60 for the FY 2020 COPS grant. Government code section 30062 specifies that these funds must be used exclusively for front line law enforcement services.

Analysis:

California Government Code section 30061 specifies that the City Council shall appropriate these funds exclusively for front line law enforcement services and in accordance with written requests submitted by the Chief of Police. The City of Milpitas is not required to provide matching funds. The Milpitas Police Department has identified additional training and equipment that can be purchased with this additional funding. The Milpitas Police Department will utilize the additional funding within the scope of the previously approved spending plan.

Policy Alternative:

Alternative: Refuse the additional funding and modified spending plan for the 2020 Citizens' Option for Public Safety (COPS) grant.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed equipment/training, or the purchase of the equipment/training would be delayed.

Reason not recommended: The additional FY 2020 COPS award does not require matching funds nor are there any requirements that result in a negative impact.

Fiscal Impact:

The grant does not require any matching funds. A budget appropriation of \$65,536.60 is recommended to add to the Police Department's FY 2020-21 operating budget for the purchase of safety equipment, such as remote restraint devices and ballistic helmets, and training. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act:

Not applicable

Recommendations:

- 1) Accept the additional \$65,536.60 FY 2020 COPS grant funding.
- 2) Approve a budget appropriation in the amount of \$65,536.60 to the Police Department's FY 2020-21 operating budget.

Attachment:

Budget Change Form

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	261-3567	\$65,536.60	261-7214223	\$65,536.60

Accept Additional FY 2020 Citizens' Option for Public Safety (COPS) Grant funding and Approve a Related Budget Appropriation.

Background:

In September of 2019, the California State Legislature, through the Citizens' Option for Public Safety (COPS) grant program, awarded the City of Milpitas \$115,531. On May 19, 2020, the City Council approved the Chief of Police's spending plan as follows:

1. Firearms Equipment and Training
2. Safety Equipment
3. Evidence Collection and Training
4. Canine Equipment
5. Equipment Storage System

In October of 2020, the City of Milpitas received an additional \$65,536.60 for the FY 2020 COPS grant. Government code section 30062 specifies that these funds must be used exclusively for front line law enforcement services.

Analysis:

California Government Code section 30061 specifies that the City Council shall appropriate these funds exclusively for front line law enforcement services and in accordance with written requests submitted by the Chief of Police. The City of Milpitas is not required to provide matching funds. The Milpitas Police Department has identified additional training and equipment that can be purchased with this additional funding. The Milpitas Police Department will utilize the additional funding within the scope of the previously approved spending plan.

Policy Alternative:

Alternative 1: Refuse the additional funding and modified spending plan for the 2020 Citizens' Option for Public Safety (COPS) grant.

Pros: There are no identified benefits to this alternative.

Cons: The Police Department would not be able to purchase the needed equipment/training, or the purchase of the equipment/training would be delayed.

Reason not recommended: The additional FY 2020 COPS award does not require matching funds nor are there any requirements that result in a negative impact.

Fiscal Impact:

The grant does not require any matching funds. A budget appropriation of \$65,536.60 is recommended to add to the Police Department's FY 2020-21 operating budget for the purchase of safety equipment, such as remote restraint devices and ballistic helmets. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act:

N/A

Recommendations:

- 1) Accept the additional \$65,536.60 FY 2020 COPS grant funding.
- 2) Approve a budget appropriation in the amount of \$65,536.60 to the Police Department's FY 2020-21 operating budget
- 3)

Attachments:

1. 1. Budget Change Form

☐ Check if City Council Approval required.

Meeting Date: November 17, 2020

Requested by:	Department Head: Armando Corpuz	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept the 2020 Bulletproof Vest Partnership Grant and Approve a Related Budget Amendment
Category:	Consent Calendar-Public Safety
Meeting Date:	11/17/2020
Staff Contact:	John Torrez, 408-586-2408
Recommendation:	Accept the 2020 Bulletproof Vest Partnership Grant in the amount of \$9,405.45 and approve a budget appropriation into the Police Department's FY 2020-21 operating budget.

Background:

The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. The Milpitas Police Department has been participating in the BVP Grant Program consecutively since 2008.

The United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance has awarded the Milpitas Police Department a BVP grant in the amount of \$9,405.45. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2020 and August 31, 2022.

Analysis:

The Police Officer's Association Memorandum of Understanding (MOU) section 22.11 compels all uniformed officers to wear a ballistic vest and requires the City of Milpitas to provide each officer with a ballistic vest, and three ballistic vest covers. Officers not in a uniformed assignment, are required to wear a ballistic vest when circumstances dictate the need for the equipment. The life span of a ballistic vest is five years. After a five-year period, all ballistic vests must be replaced as soon as reasonably possible.

The Police Department anticipates purchasing approximately twenty-five (25) ballistic vests during this award period and the expense will be approximately \$18,810.89. Under this grant, the Department of Justice will reimburse the City of Milpitas fifty (50) percent of this cost, up to the grant award of \$9,405.45.

Ballistic vests have been proven to save lives. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the MOU, department policy, and sound officer safety practice.

Policy Alternatives:

Alternative 1: Refuse the 2020 Bulletproof Vest Partnership Grant of \$9,405.45.

Pros: There are no identified benefits to this alternative.

Cons: The City would not be reimbursed for fifty (50) percent of the cost for each ballistic vest purchased by the Police Department through August 31, 2020.

Reason not recommended: The City will incur the cost of bulletproof vests for sworn police department employees regardless of acceptance of the grant, however; refusing the grant would result in the City incurring one-hundred (100) percent of the cost of the needed bulletproof vests as opposed to fifty (50) percent of the cost.

Fiscal Impact:

If approved, the City will be reimbursed up to \$9,405.45 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for \$9,405.45 into the Police Department's FY 2020-21 operating budget. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act:

N/A

Recommendation:

- 1) Accept the 2020 Bulletproof Vest Partnership Grant in the amount of \$9,405.45.
- 2) Approve a budget appropriation in the amount of \$9,405.45 to the Police Department's FY 2020-21 operating budget.

Attachments:

1. Budget Change Form

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3557	\$9,405.45	100-7214223	\$9,405.45

Accept the 2020 Bulletproof Vest Partnership Grant in the amount of \$9,405.45 and approve a budget appropriation into the Police Department's FY 2020-21 operating budget.

Background:

The Bulletproof Vest Partnership (BVP) Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement. The BVP program's purpose is to reimburse state and local law enforcement up to fifty percent of body armor costs. The Milpitas Police Department has been participating in the BVP Grant Program consecutively since 2008.

The United States Department of Justice, Office of Justice Programs and Bureau of Justice Assistance has awarded the Milpitas Police Department a BVP grant in the amount of \$9,405.45. The grant will reimburse the City of Milpitas fifty (50) percent of the cost for each ballistic vest purchased between April 1, 2020 and August 31, 2022.

Analysis:

The Police Officer's Association Memorandum of Understanding (MOU) section 22.11 compels all uniformed officers to wear a ballistic vest and requires the City of Milpitas to provide each officer with a ballistic vest, and three ballistic vest covers. Officers not in a uniformed assignment, are required to wear a ballistic vest when circumstances dictate the need for the equipment. The life span of a ballistic vest is five years. After a five-year period, all ballistic vests must be replaced as soon as reasonably possible.

The Police Department anticipates purchasing approximately twenty-five (25) ballistic vests during this award period and the expense will be approximately \$18,810.89. Under this grant, the Department of Justice will reimburse the City of Milpitas fifty (50) percent of this cost, up to the grant award of \$9,405.45.

Ballistic vests have been proven to save lives. The Chief of Police will continue to require officers to maintain this equipment in good working order and use the equipment consistent with the MOU, department policy, and sound officer safety practice. This Grant award is being presented to council as required by City of Milpitas Grant SOP 26-2a.

Policy Alternative:

Alternative 1: Refuse the 2020 Bulletproof Vest Partnership Grant of \$9,405.45.

Pros: There are no identified benefits to this alternative.

Cons: The City would not be reimbursed for fifty (50) percent of the cost for each ballistic vest purchased by the Police Department through August 31, 2020.

Reason not recommended: The City will incur the cost of bulletproof vests for sworn police department employees regardless of acceptance of the grant, however; refusing the grant would result in the City incurring one-hundred (100) percent of the cost of the needed bulletproof vests as opposed to fifty (50) percent of the cost.

Fiscal Impact:

If approved, the City will be reimbursed up to \$9,405.45 for fifty (50) percent of the cost of the needed bulletproof vests, therefore; a budget appropriation is needed for \$9,405.45 into the Police Department's FY 2020-21 operating budget. Per the Council approved Budget Guidelines, any unused funds related to this grant will be carried over to the next fiscal year.

California Environmental Quality Act:

N/A

Recommendations:

- 1) Accept the 2020 Bulletproof Vest Partnership Grant in the amount of \$9,405.45.
- 2) Approve a budget appropriation in the amount of \$9,405.45 to the Police Department's FY 2020-21 operating budget.

☐ Check if City Council Approval required.

Meeting Date: November 17, 2020

Requested by:	Department Head: Armando Corpuz	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and authorize the City Manager to enter into a side letter agreement to amend the Memoranda of Understanding for Compassionate Leave
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Jeannine Seher, Director of Human Resources, 408-586-3086
Recommendation:	Approve and authorize the City Manager to enter into a side letter agreement to amend the Memoranda of Understanding, as needed, to extend the period of time employees may take compassionate leave.

Background:

Existing City of Milpitas Memoranda of Understanding (MOU) language for multiple bargaining units restrict the use of Compassionate Leave to “when death occurs,” which has been interpreted to mean those working days immediately following the death of an eligible family member. COVID-19 and shelter in place orders have required people to delay traditional end of life rituals and has further delayed the ability to deal with legal matters or handling personal affairs associated with the loss of a family member. If approved, this action authorizes the City Manager to enter into a side letter agreement with applicable employee organizations, that expands the time frame in which an employee may use Compassionate Leave and provides protections that limit the use of Compassionate Leave during at the end of their employment.

Analysis:

COVID-19 and shelter in place orders have delayed or negatively impacted religious rituals and traditional end of life celebrations. As a result, employees who have lost family members may have been negatively impacted because of MOU language which restricts the use of Compassionate Leave to “when death occurs,” which has been interpreted to mean those working days immediately following the death of an eligible family member. Approving this action does not provide a new benefit to employees, it merely extends the period of time an employee may take the leave.

Policy Alternative:

Alternative: Not approve the side letter and require employees to take leave immediately following the death of a family member.

Pros: Maintaining existing MOU language may result in employees not using the compassionate leave.

Cons: Maintaining existing MOU language may result in employees using compassionate leave and requesting addition time off to address family end of life rituals or dealing with personal matters thereby extending the amount of time the employee takes off for one occurrence.

Reason not recommended: One MOU does not contain the same provisions, thereby creating an unequal application of a benefit that should be standard for all employees. In addition, affording employees this benefit when they need it, rather than a prescribed set period of time does not benefit the City or the employee.

Fiscal Impact:

Depending on the timing of when the compassionate leave is taken, an employee's wages may be increased due to a merit increase or promotion, resulting in a minimal cost increase in the benefit than if the compassionate leave taken was immediately following the death.

California Environmental Quality Act:

Not a project requiring environmental review under the California Environmental Quality Act (CEQA).

Recommendation:

Authorize the City Manager to enter into a side letter agreement with applicable employee organizations, that expands the time frame in which an employee may use Compassionate Leave and provides protections that limit the use of Compassionate Leave during at the end of their employment.

Attachment(s):

Side letters

**Side Letter of Understanding
By and Between
The City of Milpitas and the
United Public Employees of California, Mid-Management and Confidential Unit**

The City of Milpitas, hereby referred to as “City” and the Mid-Confidential, hereby referred to as “Union”, collectively as “the parties” execute this Side Letter of Understanding (“LOU”) regarding amendments to the existing Memorandum of Understanding (“MOU”). Any provision of prior LOUs or Side Letters of Understanding that are inconsistent with this LOU are no longer in effect.

MOU provision, Section 11 provides for compassionate leave of a predesignated, “when death occurs” to a member of the employee’s immediate family member. The terminology “when death occurs” has been interpreted to mean that compassionate leave is limited to those working days immediately following the death of an eligible family member.

The parties recognize that due to COVID-19 and shelter in place orders, religious rituals and traditional end of life celebrations have been unable to occur. As such, the City and the Union agree as follows:

Section 11.00 - states:

SECTION 11.00 - COMPASSIONATE LEAVE

11.01 The City agrees to provide compassionate leave when death occurs to a member of the employee’s immediate family not to exceed forty hours for hourly employees and one regular workweek for exempt employees.

Sections 11.02 – 11.04 (No Change)

Shall be modified to:

11.01 The City agrees to provide compassionate leave due to the death of a member of the employee’s immediate family not to exceed forty hours for hourly employees and one regular workweek for exempt employees. Compassionate leave shall be used within 1 year from the date of the death unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 40 hours of employment nor after they have submitted their resignation or notice of retirement.

Sections 11.02 – 11.04 (No Change)

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Toni-Lynn Charlop
MidCon Representative

Date

**Side Letter of Understanding
By and Between
The City of Milpitas and International Association of Fire Fighters**

The City of Milpitas, hereby referred to as “City” and the **International Association of Fire Fighters (IAFF)**, hereby referred to as “Union”, collectively as “the parties” execute this Side Letter of Understanding (“LOU”) regarding amendments to the existing Memorandum of Understanding (“MOU”). Any provision of prior LOUs or Side Letters of Understanding that are inconsistent with this LOU are no longer in effect.

MOU provision, Section 16.01 provides for compassionate leave of a predesignated, “when death occurs” to a member of the employee’s immediate family member. The terminology “when death occurs” has been interpreted to mean that compassionate leave is limited to those working days immediately following the death of an eligible family member.

The parties recognize that due to COVID-19 and shelter in place orders, religious rituals and traditional end of life celebrations have been unable to occur. As such, the City and the Union agree as follows:

Section 16.01, which states:

16.01 The City agrees to provide compassionate leave when death occurs to a member of the employee's immediate family not to exceed one work week (56 hours).

Section 16.01.1 - 16.01.5 - (No Change)

Shall be modified as follows:

16.01 The City agrees to provide compassionate leave due to the death of a member of the employee's immediate family not to exceed one work week (56 hours). Compassionate leave shall be used within 1 year from the date of the death, unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 56 hours of employment nor after they have submitted their resignation or notice of retirement.

16.01.1 - 16.01.5 (No Change)

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Jon Powers
IAFF President

Date

**Side Letter of Understanding
By and Between
The City of Milpitas and the Professional -Technical Unit**

The City of Milpitas, hereby referred to as “City” and the Professional -Technical Unit, hereby referred to as “Union”, collectively as “the parties” execute this Side Letter of Understanding (“LOU”) regarding amendments to the existing Memorandum of Understanding (“MOU”). Any provision of prior LOUs or Side Letters of Understanding that are inconsistent with this LOU are no longer in effect.

MOU provision, Section 12 provides for compassionate leave of a predesignated, “when death occurs” to a member of the employee’s immediate family member. The terminology “when death occurs” has been interpreted to mean that compassionate leave is limited to those working days immediately following the death of an eligible family member.

The parties recognize that due to COVID-19 and shelter in place orders, religious rituals and traditional end of life celebrations have been unable to occur. As such, the City and the Union agree as follows:

Section 12 states:

SECTION 12.00 - COMPASSIONATE LEAVE

12.01 The City agrees to provide compassionate leave when death occurs to a member of the employee’s immediate family not to exceed one week (40 hours).

Section 12.02-12.04 (No Change)

Shall be modified to:

12.01 The City agrees to provide compassionate leave due to the death of a member of the employee’s immediate family not to exceed one week (40 hours). Compassionate leave shall be used within 1 year from the date of the death unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 40 hours of employment nor after they have submitted their resignation or notice of retirement.

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Avery Stark
ProTech President

Date

**Side Letter of Understanding
By and Between
The City of Milpitas and the Municipal Employees Association**

The City of Milpitas, hereby referred to as “City” and the Municipal Employees Association (MEA), hereby referred to as “Union”, collectively as “the parties” execute this Side Letter of Understanding (“LOU”) regarding amendments to the existing Memorandum of Understanding (“MOU”). Any provision of prior LOUs or Side Letters of Understanding that are inconsistent with this LOU are no longer in effect.

MOU provision, Section 26 provides for compassionate leave of a predesignated, “when death occurs” to a member of the employee’s immediate family member. The terminology “when death occurs” has been interpreted to mean that compassionate leave is limited to those working days immediately following the death of an eligible family member.

The parties recognize that due to COVID-19 and shelter in place orders, religious rituals and traditional end of life celebrations have been unable to occur. As such, the City and the Union agree as follows:

Section 26, which states:

SECTION 26.00 - COMPASSIONATE LEAVE

26.01 The City agrees to provide compassionate leave when death occurs to a member of the employee’s immediate family, not to exceed one work week (40 hours).

Section 26.02 – 26.04 (No Change)

Shall be modified as follows:

26.01 The City agrees to provide compassionate leave due to the death of a member of the employee’s immediate family, not to exceed one work week (40 hours). Compassionate leave shall be used within 1 year from the date of the death unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 40 hours of employment nor after they have submitted their resignation or notice of retirement.

Section 26.02 – 26.04 (No Change)

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Robert DeLong
MEA President

Date



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize Closure of City Hall and selected operations to the public from Monday, December 28, 2020 through Thursday, December 31, 2020
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Jeannine Seher, Director of Human Resources, 408-586-3086
Recommendation:	Approve and Authorize the City Manager to enter into a side letter agreement to Memoranda of Understanding (MOU) with four employee labor groups for the closure of City Hall and selected operations to the public from Monday, December 28, 2020 through Thursday, December 31, 2020.

Background:

Many employees enjoy taking time off between the Christmas and New Year's holidays. Further, this time period is generally slower for conducting business, making it an ideal time to close. The City has entered into side letter agreements with applicable labor unions to implement the holiday closure in the past.

Analysis:

If approved, this action authorizes the City Manager to enter into a side letter agreement with applicable employee organizations to all City Hall and selected operations to be closed to the public from Monday, December 28, 2020 through Thursday, December 31, 2020. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled. Department Directors will determine which services and facilities will remain open. However, in recognition that some employees may want to work, and that depending on the needs of the City and the employee's position, some employees may need to work. City employees may participate in the Holiday Break on a voluntary basis. Employees will be permitted to work during this period of time, take vacation, compensatory time off or take leave without pay depending on the business needs of the City. All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

Policy Alternative:

Alternative: Keep City Hall and all operations open.

Pros: Staff will be available to conduct business as it has been doing during this period of Shelter in Place Order, in accordance with Public Health and State Orders.

Cons: Keeping City Hall and other operations open, add additional pressures to the holiday, requiring that management maintain sufficient staffing to address City business needs. As such, it is possible that not every employee wanting time would be able to take the time off.

Reason not recommended: With COVID-19, providing the opportunity for staff to take the holiday period off as requested, gives staff a break from work and an opportunity to enjoy their families and friends or attend to personal matters as they choose.

Fiscal Impact: None.

California Environmental Quality Act: N/A

Recommendation:

Approve and authorize the City Manager to enter into a side letter agreement to Memoranda of Understanding (MOU) with four labor groups for the closure of City Hall and selected operations to the public from Monday, December 28, 2020 through Thursday, December 31, 2020.

Attachment(s):

Side Letters

**City of Milpitas
Side Letter Agreement
Between
Mid Management and Confidential Unit and the City of Milpitas
Regarding the Holiday Break between December 24, 2020 and January 1, 2020**

In addition to the recognized holidays, City Hall and selected operation will be closed to the public from Monday, December 28, 2020 through Thursday, December 31, 2020. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled. Department Directors will determine which services and facilities will remain open.

As this period of time is generally a slower time for conducting business and many employees enjoy taking this time off, it is an ideal time to close. However, we also understand that there are some employees who will want to work and some employees that will need to work, depending on the needs of the City and the employee's position. For instance, an employee from Finance and HR will be working on at least one of those days, possibly two to work on payroll.

City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department.

Employees will be permitted to work during this period of time, take vacation, compensatory time off, management leave (if available), or floating holiday, or take leave without pay depending on the business needs of the City.

All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Toni-Lynn Charlop
Mid-Con Representative

Date

**City of Milpitas
Side Letter Agreement
Between
Milpitas Employee Association (MEA) and the City of Milpitas
Regarding the Holiday Break between December 24, 2020 and January 1, 2020**

In addition to the recognized holidays, City Hall and selected operation will be closed to the public from Monday, December 28, 2020 through Thursday, December 31, 2020. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled. Department Directors will determine which services and facilities will remain open.

As this period of time is generally a slower time for conducting business and many employees enjoy taking this time off, it is an ideal time to close. However, we also understand that there are some employees who will want to work and some employees that will need to work, depending on the needs of the City and the employee's position. For instance, an employee from Finance and HR will be working on at least one of those days, possibly two to work on payroll.

City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department.

Employees will be permitted to work during this period of time, take vacation, compensatory time off or take leave without pay depending on the business needs of the City.

All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Robert DeLong
MEA President

Date

**City of Milpitas
Side Letter Agreement
Between
Professional and Technical Group (Pro-Tech) and the City of Milpitas
Regarding the Holiday Break between December 24, 2020 and January 1, 2020**

In addition to the recognized holidays, City Hall and selected operation will be closed to the public from Monday, December 28, 2020 through Thursday, December 31, 2020. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled. Department Directors will determine which services and facilities will remain open.

As this period of time is generally a slower time for conducting business and many employees enjoy taking this time off, it is an ideal time to close. However, we also understand that there are some employees who will want to work and some employees that will need to work, depending on the needs of the City and the employee's position. For instance, an employee from Finance and HR will be working on at least one of those days, possibly two to work on payroll.

City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department.

Employees will be permitted to work during this period of time, take vacation, compensatory time off or take leave without pay depending on the business needs of the City.

All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Ryan Heron
Union Representative, LIUNA

Date

Avery Stark
ProTech President

Date

**City of Milpitas
Side Letter Agreement
Between
International Association of Firefighters (IAFF) and the City of Milpitas
Regarding the Holiday Break between December 24, 2020 and January 1, 2020**

In addition to the recognized holidays, City Hall and selected operations will be closed to the public from Monday, December 28, 2020 through Thursday, December 31, 2020. Essential services including, but not limited to Police and Fire, will continue to operate and certain events will be held as scheduled, with the exception of the staff assigned to work 40-hours/week in the Fire Prevention Division, who may be allowed to participate in the closure, as specified below. Department Directors will determine which services and facilities will remain open.

As this period of time is generally a slower time for conducting business and many employees enjoy taking this time off, it is an ideal time to close. However, we also understand that there are some employees who will want to work and some employees that will need to work, depending on the needs of the City and the employee's position. For instance, an employee from Finance and HR will be working on at least one of those days, possibly two to work on payroll.

City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department.

Employees will be permitted to work during this period of time, take vacation, compensatory time off or take leave without pay depending on the business needs of the City.

All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

For the City of Milpitas:

Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:

Jon Powers
IAFF President

Date



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve City Council Meeting Schedule for 2021 (Staff Contact: Mary Lavelle, 408-586-3001)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Mary Lavelle, 408-586-3001
<u>Recommendation:</u>	Move to approve the 2021 Milpitas City Council meeting schedule.

Background:

Milpitas Mayor and City Councilmembers are requested to consider and adopt their meeting schedule for 2021. Regarding the City Council's summer time regular meeting dates, it has been a tradition to cancel both of the July regular Milpitas City Council meetings.

In 2021, staff recommends seven dates for Council study sessions, with three dates in the fall set aside for as yet unnamed topics. When needed, the City Manager will request the Council to meet on a specified subject and one of those established dates may be then scheduled for a special meeting. Four dates in the first half of the year are for study sessions on the CIP, municipal fees and city budget.

City staff has begun to prepare year-long calendars for next year and have inquired of the City Council as to what schedule will be followed in 2021. Staff requests that the Council act on a confirmed schedule for 2021 for its regular bi-monthly Tuesday business meetings. The proposed 2021 schedule is included in the Council agenda packet.

Recommendation:

Move to approve the 2021 Milpitas City Council meeting schedule, with any changes requested at the City Council meeting.

Attachment:

2021 Council Meeting Dates list

City of Milpitas City Council

2021 Regular Meeting Dates

Tuesdays at 7:00 PM

& 2021 Study Session Dates

Tuesdays at 5:30 PM (special)

January 5 and 19
January 26 Preliminary 21-22 Budget Study Session
February 2 and 16
February 11 CIP Study Session
March 2 and 16
April 6 and 20
April 13 Master Fee Schedule
May 4 and 18
May 11 FY 2021-22 Budget Study Session
June 1 and 15
<i>July – none</i>
August 3 and 17
September 7 and 21
September 28
October 5 and 19
October 26
November 2 and 16
November 23 or 30
December 7 and 21

Note: Both July meetings are routinely canceled for summer break.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Mayor's Recommendations and Approve 1 Re-appointment and 3 New Appointments to City of Milpitas Commissions
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	11/17/2020
Contact:	Mayor Rich Tran, 408-586-3029
Recommendations:	Receive Mayor Tran's recommendations, and move to appoint the following: 1) Re-appoint Arts Commissioner John Agg to a new 3-year term which expires in October 2023. 2) Newly appoint Roque Lallana to a currently vacant term on the Milpitas Veterans Commission, which expires February 2022. 3) On the Youth Advisory Commission, move up current Alternate No. 1 Tejas Balebail and current Alternate No. 2 Andrea Liu into voting Commissioner seats; and, newly appoint Nidhi Kaki as Alternate No. 1 and Rachel Plummer as Alternate No. 2 on the YAC. All terms expire in September of 2022.

Background:

Terms of service on all City of Milpitas Commissions are for a three-year period. When a Commissioner's term has expired, the member may seek to be re-appointed to a new term of service, upon recommendation of the Mayor. All Commissioners are subject to a limit of three successive terms, as the City Council-established limit.

On the Milpitas Arts Commission, two members' terms expired at the end of October. Milpitas Arts Commissioner John Agg seeks re-appointment to a new 3-year term. Commissioner Christina Driggers has completed her term of service and did not seek re-appointment, creating a new vacancy on the Arts Commission.

On the Milpitas Veterans Commission, there are four vacancies, following both resignations and the passing of several members over the past two years. Mayor Tran seeks to recommend one new applicant to serve as a new Commissioner to fill one of the vacant seats.

On the Milpitas Youth Advisory Commission (YAC), two student members graduated from high school last spring and their terms on the Commission thus became vacant in September. Two current alternate members are eligible to move up to voting Commissioner seats, and allows the Mayor to appoint two new students to serve on the YAC. Mayor Tran recommends two new Alternate Members for appointment onto the Commission.

Recommendations:

Receive Mayor Tran's recommendation, and move to appoint the following:

- (i) Re-appoint Arts Commissioner John Agg to a new 3-year term which expires in October 2023.
- (ii) Newly appoint Roque Lallana to a currently vacant term on the Milpitas Veterans Commission, which expires February 2022.

(iii) On the Youth Advisory Commission, move up current Alternate No. 1 Tejas Balebail and current Alternate No. 2 Andrea Liu into voting Commissioner seats; and, newly appoint Nidhi Kaki as Alternate No. 1 and Rachel Plummer as Alternate No. 2 on the YAC. All terms expire in September of 2022.

Attachments:

Commission applications for the Milpitas Youth Advisory Commission

Commission applications for the Milpitas Veterans Commissions

COMMISSION APPLYING FOR:

Veterans Commission

City Clerk's Office

Name

ROQUE GATCHALIAN LALLANA

OCT 15 2020

Address Type

Residence

RECEIVED

Address

City

MILPITAS

Postal/Zip Code

95035

Mobile Number

E-Mail Address

Present Employer

SOUTH BAY SCHOOL OF NURSING

Other Phone

(408) 564-7242

Business Address (Optional)

1580 OAKLAND RD. C-106

City

SAN JOSE

Postal / Zip code

95131

Occupation

ADMIN. ASSISTANT

Education: If Youth Advisory Commission applicant, indicate your grade/school:

A.S. BUSINESS ADMINISTRATION

College, Professional, Vocational, or other schools attended

USN(RET) NAVY COUNSELOR/RECRUITER, INSTRUCTOR, HOUSING MGR.

Major Subject

BUSINESS

Degree

A.S. BUS. ADMIN.

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

PHILAM JAYCEES

Name of Organization

NAR, CAR

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Branch of Military

U S NAVY

Officer

NO

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

AS A RETIRED NAVY COUNSELOR/RECRUITER I'VE THE KNOWLEDGE, EXPERIENCE AND MATURITY TO GUIDE AND/OR MENTOR RESIDENTS OF MILPITAS HOW TO "LIVE THE GOOD LIFE" OR OTHER AREAS OF THEIR LIFE. CAN ALSO HELP IN OTHER AREAS SUCH AS LOOKING FOR A JOB, ETC.....

Date

Oct 15, 2020

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.

ROQUE GATCHALIAN LALLANA

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

COMMISSION APPLYING FOR:**Name**

Veterans Commission

Address Type

Christopher Raye Martin

Address

Residence

City

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

SEP 29 2020

RECEIVED**Present Employer**

Department Of Veteran's Affairs

Business Address (Optional)

3801 Miranda Ave

City

Palo Alto

Postal / Zip code

94304

Occupation

Lead Medial Support Assistant

Education: If Youth Advisory Commission applicant, indicate your grade/school:

A BS in Health Care Management

College, Professional, Vocational, or other schools attended

Community College of the Air Force, Deanza, Devry

Major Subject

Health Care Management

Degree

BS

List community organizations to which you belong or have belonged (additional information may be attached).**If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).****Branch of Military**

United States Air Force

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

As a US Air Force Vet and VA employee I have over 20 years experience with interactions with my fellow veterans.

Date

Sep 26, 2020

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.

Christopher Raye Martin

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:

Veterans Commission

City Clerk's Office

OCT - 8 2020

RECEIVED**Name**

Puneet Sandhu

Address Type

Business

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address****Present Employer**

Milpitas Smild Design

Other Phone

(510) 825-0445

City

Milpitas

Postal / Zip code

95035

Occupation

Dentist

College, Professional, Vocational, or other schools attended

UCLA school of dentistry

Degree

Doctor of dental surgery

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).****Branch of Military**

USAF

Officer

Major

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

Have several businesses in Milpitas so I am personally vested in the growth and progress of the city . I have a strong sense of community and a calling to serve my fellow veterans

Date

Oct 07, 2020

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.

Puneet Sandhu

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

OCT - 1 2020

RECEIVED

#132

COMMISSION APPLYING FOR:

Youth Advisory Commission

Name

Nidhi Reddy Kaki

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address****Business Address (Optional)****City**

Milpitas

Postal / Zip code

95035

Education: If Youth Advisory Commission applicant, indicate your grade/school:

11/Milpitas High School

List community organizations to which you belong or have belonged (additional information may be attached).

Name of Organization

India Community Cent

Name of Organization

DECA

Name of Organization

MHS VOLLEYBALL

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 had prior experience in a volunteer organization (SAI), where I advocated for the youth by bringing light to important issues and topics. I have acquired knowledge in how communities should change and adapt to positively benefit the residents. This experience and many others such as my volunteer work with the ICC, has taught me how to bring organizations together to have the youth and adults work and live collaboratively to ultimately have a better community. My communication skills go beyond the ordinary as I have grown to learn how to communicate my ideas, thoughts, and feelings effectively as I am a part of my school's DECA chapter and volleyball team; this has even taught me how to take initiative during challenges.

Upload a FileNidhi Reddy Kaki Resume.pdf**Date**

Sep 26, 2020

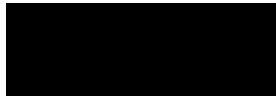
**I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy.
I hereby certify that all statements contained in this application are true.**



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.



Nidhi Reddy
Kaki



Milpitas, CA 95035

SUMMARY

I am an enthusiastic individual with superior skills in working in both team-based and independent capacities, given a challenge, I will undoubtedly go over and beyond. I bring strong work ethic and excellent organizational skills to any setting. I am a high school student seeking an internship in an area related to computer science and/or business to gain hands-on experience.

SKILLS

- Working with teammates
- Excellent with kids
- Team player with positive attitude
- Works well with others
- Interpersonal and written communication

EXPERIENCE

Girls Who Code Participant

Girls Who Code Aug 2020 to Aug 2020

- Gained experience in HTML, CSS, and JavaScript
- Created a personalized website highlighting my interests, including pages on my portfolio and blog
- Developed a website which outputs the best metropolitan area for the user based on user inputs such as their favorite food and season

Kode With Klossy Scholar

Kode With Klossy Scholar Jun 2020 to Jul 2020

- Accumulated knowledge in Swift resulting in the creation of a my mobile app.
- Developed an app called "Gift It" which assists in the gift giving process by allowing the user to input the gender and age of the recipient of the gift that they wish to give it to, as well as the event they are attending and the budget they have, and then the app will output the most recommended gift option based on that specific criteria.
- Explored and went into depth with my passion of women in technology.

SSI

Summer STEM Institute Jun 2020 to Jul 2020

- Gained experience in Python 3 and how to utilize it to manipulate and form data
- Acquired knowledge on how to start own research projects while in high school

DECA Member

Milpitas, CA

Milpitas High School/ Jan 2020 to Mar 2020

- Gained a vast abundance of knowledge in the field of marketing
- Improved operations by working with team members and customers to find workable solutions.
- Fine-tuned interpersonal communication and leadership skills.

Camp Counselor

Milpitas, CA

India Community Center/ Jun 2019 to Aug 2019

- Observed participants for signs of physical distress and rendered aid, including stopping activities and providing basic medical care.

COMMISSION APPLYING FOR:**Name****Address Type****Address****City****Postal/Zip Code****E-Mail Address**

Youth Advisory Commission

Rachel Jade Plummer

Residence

Milpitas

95035

City Clerk's Office

OCT - 2 2020

RECEIVED**Education: If Youth Advisory Commission applicant, indicate your grade/school:**

Freshman/9th grade/Milpitas High School

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

YouthAct/Interact

Member

Member

Name of Organization

National Junior Honor Society

Member

Member

Name of Organization

Friday Night Live

Member

Member

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Date**

Oct 01, 2020

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.

Rachel Plummer

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve 12 City of Milpitas Commission Work Plans for FY 2020-21
Category:	Commission Reports
Meeting Date:	11/17/2020
Staff Contact:	Steve McHarris, City Manager, 408-586-3050 Ashwini Kantak, Assistant City Manager, (408) 586-3053
<u>Recommendation:</u>	Approve proposed Fiscal Year 2020-21 Work Plans for: a. Arts Commission b. Community Advisory Commission c. Economic Development and Trade Commission d. Energy and Environmental Sustainability Commission e. Library and Education Commission f. Parks, Recreation and Cultural Resources Commission g. Planning Commission h. Public Safety & Emergency Preparedness Commission i. Science, Technology, and Innovation Commission j. Senior Advisory Commission k. Veterans Commission l. Youth Advisory Commission

Background:

The City of Milpitas has 12 Commissions with 84 residents serving as Commissioners and 22 Alternate Members, appointed by the Mayor and City Council. Per the City of Milpitas Standard Commission By-Laws Section 1, Purpose, "A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council." Annually, City Commissions develop and recommend a work plan to accomplish tasks, goals, and or projects related to their advisory area. Those work plans are reviewed and approved by City Council.

As identified in the City Council approved Commission Handbook, "Each Commission shall discuss and prepare its annual work plan which shall be submitted and approved by City Council. The work plan is a list of the anticipated topics, assignments and goals that the Commissioners will focus on over a 12-month period."

Additionally, each Commission is allocated \$1,000 annually from the adopted City budget. These funds are to be used towards City Council approved tasks and projects, and administrative costs related to the Commission. Any need for additional funding shall require approval of the City Council.

Analysis:

Commissions meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Law addendums. Due to COVID-19, Commissions were not able to meet for several months, thusly impacting their ability to accomplish items on their approved FY 2019-20 work plans. In response to this unplanned challenge, Commissions began meeting and discussing their FY 2020-21 workplans in August and have prepared new work plans that include items from the previous year's plan that were unaccomplished. All Commissions identified work plan items in their FY 2019-20 work plans they would like to carry forward to their FY 2020-21 work plans. Each Commission reviewed tasks from their 2019-20 Work Plans and categorized them as either "Accomplished" or "Carryover." Those tasks are reported in the

Commissioners Annual Report Info Memo which is included as an attachment for this item. Carryover tasks in the Annual Report are included in each Commission's proposed 2020-21 Work Plans.

Fiscal Impact:

Each Commission is allocated \$1,000 annually by the City Council in the adopted budget. Total funds allocated for Commissions included in this report is \$7,000. These funds are budgeted and approved as part of the FY 2020-21 budget and are to be used towards City Council approved tasks and projects, and administrative costs related to the Commission. No Commission, with exception of the Arts Commission, has identified additional funds needed to accomplish their work plan.

The Arts Commission work plan includes Public Art projects which are funded by the City of Milpitas' Public Art Fund. The Public Art Fund current balance is \$1,209,200. The Arts Commission will return separately to the City Council for public art project budget approval for those proposed projects.

Recommendation:

Approve proposed Fiscal Year 2020-21 Work Plans for all 12 City of Milpitas Commissions.

Attachments

- 1) City Commission Accomplishment Memo 2020
- 2) Arts Commission Work Plan
- 3) Community Advisory Commission Work Plan
- 4) Economic Development and Trade Commission Work Plan
- 5) Energy and Environmental Sustainability Commission Work Plan
- 6) Library and Education Commission Work Plan
- 7) Parks, Recreation and Cultural Resources Commission Work Plan
- 8) Planning Commission Work Plan
- 9) Public Safety and Emergency Preparedness Commission Work Plan
- 10) Science, Technology and Innovation Commission
- 11) Senior Advisory Commission Work Plan
- 12) Veterans Commission Work Plan
- 13) Youth Advisory Commission Work Plan

MEMORANDUM

Office of the City Manager



DATE: October 16, 2020

TO: Mayor and City Councilmembers

THROUGH: Steve McHarris, City Manager *Steve McHarris*

FROM: Ashwini Kantak, Assistant City Manager *Ashwini Kantak*

SUBJECT: City Commissions Annual Report FY 2019-20

This memo is to update and inform City Council on the individual City Commission annual work plan accomplishments from FY 2019-20, and those tasks and goals that are proposed to carry over to the Commission work plans for FY2020-21.

Background

The City of Milpitas has 12 Commissions, each comprised of seven (7) commissioners and two (2) alternates; except for the Planning Commission which has no alternates. Per the City of Milpitas Commission By-Laws Section 1., Purpose, "A Commission serves as an active advisory group to the City Council on a variety of topics as directed by the City Council." Annually, City Commissions develop and recommend a work plan to accomplish tasks, goals, and or projects related to their advisory area. Those work plans are reviewed and approved by City Council.

Commissions meet at different frequencies such as monthly, bi-monthly, or specially designated months as determined by their By-Law addendums. Due to COVID-19, Commissions were not able to meet for several months, thusly impacting their ability to accomplish items on their approved FY2019-20 work plans. In response to this unplanned challenge, Commissions began meeting and discussing their FY2020-21 workplans in August and have prepared new work plans that include items from the previous year's plan that were unaccomplished.

Below is a listing of each Commission, their accomplishments, and their proposed carryover items from FY2019-20 to the FY2020-21 work plan.

Accomplishments and Continued Items

Arts Commission

The Arts Commission (AC) was established to advise Council on matters pertaining to the arts in Milpitas, as well as serve as the advisory body for the Public Art Program.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Milpitas Arts and Culture Grant Program	X	X	Began promotion of program to cultural/artistic community; Some accomplished areas however carryover due to COVID-19

Phantom Art Gallery artist review and promotion	X	X	Rotation of artists in gallery with public announcement, new work review, portion of the work will carryover due to COVID-19
Public Art Installations; review, recommend, install	X	X	New installation recommendations to City Council, a portion of the project work will carryover due to COVID-19
City Public Art Collection Review and Maintenance Plan		X	Deferred due to COVID-19
Performing Arts Opportunities		X	Deferred due to COVID-19
Digital Arts Research		X	Deferred due to COVID-19

Community Advisory Commission

The Community Advisory Commission (CAC) serves as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement. The CAC also evaluates and makes recommendations to the City Council on diverse issues including City-wide beautification, which includes community and neighborhood clean-ups, and reviewing issues related to neighborhood abatement. CAC also advises City Council on recommended funding for the annual Community Development Block Grant program.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
CDBG Public Hearing Process	X		Conducted public hearing on February 5, 2020 with recommendation forwarded to CDBG Subcommittee and City Council; Council approval of final allocation in June 2020
Spring Cleaning Day		X	Deferred due to COVID-19
National Night Out		X	Deferred due to COVID-19
Neighborhood Beautification Awards		X	Deferred due to COVID-19
Promote Affordable Housing & Building Safety Month	X		Conducted outreach to community and held three virtual workshops on affordable housing and building safety

Economic Development and Trade Commission

The Economic Development & Trade Commission (EDTC) was established to advise the Council on business issues and to make recommendations on the design, development, and implementation of

economic development for the City of Milpitas. Activities related to trade from the former Sister Cities Commission are to be included as part of this Commission.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Economic Development Strategy	X		Council Approval on May 5, 2020
International Trade & Commerce	X	X	Programmatic efforts started, but deferred due to COVID-19
Manufacturing Day 2019	X		Event held on October 4, 2019
Better Block			Contract executed and programmatic efforts started, but budget was cut
Economic Planning Systems – Real Estate Economics Report	X		Report completed
Business Seminars	X	X	COVID-19 business assistance webinar held on April 16, 2020. Series deferred due to COVID-19
Pilot Façade Improvement Program			Programmatic efforts started, but budget was cut
FlexFactor Initiative – Workforce Development	X		Student's Final Pitch was held on April 29, 2020
Annual Report to Council		X	Deferred due to COVID-19
Development Projects/Specific Plans	X	X	Assisted in real estate development process and long-range planning

Energy and Environmental Sustainability Commission

The Energy and Environmental Sustainability Commission (EESC) advises the City Council on matters pertaining to recycling and solid waste management.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Planning for Earth Day Event	X	X	Planning was underway but event was cancelled due to COVID-19; resources and links to virtual Earth Day events provided on City's webpage
Odor Monitoring Study	X	X	Commission provided feedback on City's Community Odor Monitoring Pilot Project and will continue to receive updates. Schedule for pilot extended due to COVID-19 impact on schedule

Guaranteed Energy and Water Savings and Facility Resilience Project Update`	X		
Trail, Bikeway, and Pedestrian Master Plan		X	Delayed due to COVID-19
Brainstorm and Planning a Potential Citywide Garage Sale		X	Deferred due to COVID-19
Climate Action Plan Update		X	Delayed due to COVID-19. City Council approved consultant contract in August 2020
Single Use Disposable Food Ware Model Ordinance (staff update on efforts from Countywide Technical Advisory Committee)		X	Deferred due to COVID-19
Recycling and Garbage Services including Street Sweeping Pilot Study and Update on SB 1383	X	X	Ongoing
Planning for Energy Efficiency Outreach Campaign in October 2020		X	Deferred due to COVID-19
Water and Sewer Master Plan			Upcoming Item

Library and Education Advisory Commission

The Library Advisory Commission (LAC) makes recommendations to the City Council on matters pertaining to the operation of library services and facilities in Milpitas.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
County Commissions Forum	X		
Special Projects (i.e. essay contest)		X	
Attend Local Library Conference		X	Deferred due to COVID-19
National Library Week		X	Deferred due to COVID-19
Summer Reading Program		X	Deferred due to COVID-19
City Events Volunteering		X	Deferred due to COVID-19
Library Donor Program Revamp		X	Deferred due to COVID-19

Parks, Recreation and Cultural Resources Commission

The Parks, Recreation, and Cultural Resources Commission (PRCRC) advises the Council on operation and maintenance of recreation, leisure services, and historic preservation activities. The Commission also advises on acquisition, planning, and development of new and existing parks and facilities. It assists with identifying, protecting, and enhancing structures and other features reflecting special aspects of the City's cultural heritage.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Park Name History Project		X	Deferred due to COVID-19
Park and Recreation Master Plan Review – Ongoing		X	Some accomplished areas
Annual Park/Facility Tour		X	Deferred due to COVID-19
Family Bike Day Mini Event		X	Deferred due to COVID-19
New Park Project and CIP Review	X	X	Some accomplished areas

Planning Commission

The Planning Commission (PC) is established under Title 1, Chapter 5, of the Milpitas Municipal Code with the purpose of advising City Council on matters pertaining to land use planning, zoning regulations, and development permits. The Planning Commission also serves as an advisory agency per the State Subdivision Map Act and has all powers and duties granted by California Planning and Zoning laws. The Commission's purview includes actions related to the General Plan and General Plan amendments, specific plans, zoning ordinance text amendments and land use regulations, tentative subdivision maps, the California Environmental Quality Act (CEQA), and related special studies and reports.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Regular Meetings and Public Hearings	X		Held 16 meetings with public hearings for 47 permits
Special Meetings (PC Training)	X		Held eight Training Sessions Facilitated by a consultant
Other Meetings	X		Onboarded three new Commissioners; regular briefing meetings with Chair and Vice Chair to prepare for Public Hearings
General Plan Amendments	X		Robson Homes
Zoning Ordinance Amendments	X		Reviewed six text amendments, including ADUs, massage establishments, short-term rentals, and assembly uses in M2 zones. Map amendment for Robson Homes.
Development Review	X		Reviewed 12 Conditional Use Permits (CUPs)
Additional Training	X		Training on Brown Act and CEQA; three members of the Commission attended the CA League of Cities PC Academy in March 2020.

Public Safety & Emergency Preparedness Commission

The Public Safety & Emergency Preparedness Commission (PS&EPC) advises the City Council regarding emergency preparedness and disaster planning. PS&EPC coordinates, along with the Milpitas Unified School District, an annual emergency evacuation drill and Mass Feeding exercise at one Milpitas school campus.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Neighborfest Program		X	No activity due to COVID
Map Your Neighborhood		X	No activity due to COVID
Business Emergency Preparedness		X	Minimal activity due to COVID
Technology & Collaboration Initiative REQUEST RENAME: Public Education Outreach (General)	X	X	Partially accomplished through OES and PIO efforts, actual outreach has been limited due to COVID. Presentations are developed

Science, Technology & Innovation Commission

The Science, Technology & Innovation Commission (STIC) advises the City Council on matters of telecommunications policy, legislation and implementation at the local, state and federal levels. STIC considers and recommends information technology services to benefit the Milpitas community.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Odor Sensor		X	DPW is re-starting the data gathering City GIS is working on mapping data
Traffic Congestion		X	Received data from City staff Reached out to Transportation Subcommittee on traffic Awaiting to hear back from VTA
IT Technology Project	X		Reviewed presentation and recommended to acquire DarkTrace security appliance
Shuttle Service	X		Reviewed and researched options Reviewed presentation on Personal Rapid Transit and it was determined to be cost-prohibitive

5G	X		Received Verizon presentation Conducted community outreach Received Municipal License Agreements Council approved the agreement on 9/15/20
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Senior Advisory Commission

The Senior Advisory Commission (SAC) advises the City Council on matters pertaining to recreation, leisure, and nutrition services for the Senior Citizens of Milpitas.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Host Open House Event	X		Hosted in person before COVID-19
Host Resource Fair		X	Deferred due to COVID-19
Promote Resource Area, Age Friendly Kiosk and various well-being presentations	X	X	A portion of work completed however center closed due to COVID-19
Sponsor Senior Center Events and Activities	X	X	A portion of work completed however center closed due to COVID-19
Support/Participate in Age-Friendly initiatives	X	X	A portion of work completed however center closed due to COVID-19

Veterans Commission

The Veterans Commission (VC) consists of honorably discharged U.S. veterans or actively serving members in any branch of the U.S. military.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Assist with planning of Veterans based City sponsored events	X		Helped with virtual Veterans Day and Memorial Day Ongoing annual item
Assist Milpitas Veterans in need during the Holiday		X	Ongoing
Annual Veterans Recognition Lunch		X	Deferred due to COVID-19
Serve as knowledge base for Veterans/Local resources and Assistance	X	X	Ongoing
Honoring Milpitas Veterans Memorial Project		X	Deferred due to COVID-19

Youth Advisory Commission

The Youth Advisory Commission (YAC) was established to advise the Council on matters pertaining to youth and teens in Milpitas.

FY 2019-20 Work Plan Item	Accomplished	Carryover	Notes
Establish working subcommittees	X		
Volunteer at Events: Pumpkins in the Park, Tree Lighting Milk and Cookies with Santa	X		
Review and recommend Community Service Scholarship	X		
Partner with CASSY – Host mental awareness workshop	X		
Intergenerational programming for teens and seniors		X	Deferred due to COVID-19
Interview Workshop		X	Deferred due to COVID-19
Career Day			Deferred due to COVID-19
Film Competition		X	Deferred due to COVID-19
Youth Voice Live		X	Deferred due to COVID-19
Social Media Outreach		X	Deferred due to COVID-19
Youth Tobacco Initiatives		X	Deferred due to COVID-19

Next Steps

City Commission work plans for FY2020-21 will be brought for City Council consideration in November and if approved, will guide Commissions' work through June 2021.

Arts Commission FY 2020-2021 Work Plan

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Milpitas Arts and Culture Grant Program	Promote public awareness campaign to encourage applications for events when public gatherings resume.	Commission, Staff	Spring 2021
Public Art Installations	Conduct Call for Artists for Montague Pedestrian Overcrossing.	Commission, Staff, Community	Early Fall 2020
	Select and Commission Artist for Montague Pedestrian Overcrossing Mural Art	Commission, Staff	Late Fall 2020
	Conduct Call for Artists for public art park historical markers, jointly with PRCRC	Commission, Staff	Late Fall 2020
	Select and Commission Artists for public art park historical markers, jointly with PRCRC	Commission, Staff	Winter 2021
	Determine Specs for Montague Pedestrian Overcrossing Second Location (Lighted Art) / Issue Call for Artists	Commission, Staff	TBD
	Prioritize locations for public art projects to beautify specific areas	Commission, Staff	Winter 2021
City Public Art Collection	Recommend maintenance process for City-owned public art.	Commission, Staff	Winter 2021
	Review existing City-owned public art for maintenance, repair needs.	Commission, Staff	Spring 2021
Performing Arts Program	Support Virtual Performing Arts Program efforts	Commission, Staff	Fall 2020
Phantom Art Gallery	Support Virtual Phantom Art Gallery efforts	Commission, Staff	Fall 2020

MILPITAS COMMUNITY ADVISORY COMMISSION

FY 2020-2021 WORK PLAN

Work Plan Goals: Serve as an advisory body on matters affecting Milpitas residents, especially those relating to community improvement.					
Topic/Advisory Area		Tasks	Required Resources	Begin Discussion	Deadline
1.	CDBG public hearing process	Staff 1. Present informational workshop for commissioners 2. Prepare application binders 3. Coordinate with CDBG applicants to attend the meeting CAC 1. Review prepared binders for Public Hearing 2. Make recommendations for CDBG funding to the CDBG Subcommittee 3. Receive periodic updates from staff	Time: Commission, Staff, CDBG Applicants Budget: Dinner, Refreshments	January	March
2.	Spring Cleaning Day	1. Commissioners discuss location for the event 2. Staff coordinates with community organizers to present about logistics for the event and volunteers 3. Staff will coordinate trash receptacles and other necessities for the event	Time: Commission, Staff, Community Organizers Budget: Outreach materials, refreshments for volunteers, certificates of appreciation for volunteers	March	May
3.	National Night Out	1. Staff coordinates with Milpitas PD to present about National Night Out 2. Commissioners discuss outreach strategies for the event and determine areas to engage	Time: Commission, Staff, Police Department Budget: Outreach materials, flyer printing	April	August
4.	Neighborhood Beautification Awards	1. Commissioners discuss ways to revamp the program, including the award categories, criteria, application window, and logistics. 2. Code Enforcement publishes application 3. Commissioners conduct community outreach 4. Subcommittee reviews applicants and votes for winners of each award category	Time: Commission, Staff Budget: Award plaques for winners	May	September

		5. Staff coordinates the presentation of award winners to the City Council			
5.	Community Engagement & Affordable Housing and Building Safety Month	1. Commissioners coordinate with staff to promote Affordable Housing and Building Safety Month 2. Commissioners conduct outreach for activities, workshops, and community events 3. Commissioners provide a forum to engage with residents on community needs and resources	Time: Commission, Staff Budget: Outreach materials	February	May



ECONOMIC DEVELOPMENT & TRADE COMMISSION (EDTC) WORK PLAN FY 2020-2021

EDTC Mission Statement:			
Advise the City Council on business issues, cultivate international trade relationships, and make recommendations on the design, development, and implementation of economic development in the City of Milpitas.			
Topic/Overall Goal	Specific Action(s) Required	Goal Deadlines	Project Status
Economic Development Strategy	Implement strategies and actions resulting in COVID-19 business assistance for business resiliency and recovery.	Ongoing	Some initiatives have been implemented
Manufacturing Day 2020	Plan and participate in Manufacturing Day 2020 with panel discussion on COVID-19 impacts to the supply chain, workforce development and reshoring jobs.	Fall 2020	Completed on Oct. 9, 2020
International Trade and Commerce	Support the cultivation of relationships and initiatives with local businesses who have a global presence in international trade and commerce for business attraction and expansion.	Winter 2020 Spring 2021	Restarting program
Workforce Development and Education	Promote a diversified workforce and provide training opportunities for Milpitas residents. • FlexFactor Initiative - workforce development and training to Milpitas High School students • MUSD Appliance Partners	Winter 2020 Ongoing	
Branding and Communications	Branding to bolster investment and economic vitality, Constant Contact messages to business community, business assistance series with Small Business Development Center, Chamber of Commerce and NOVA to assist small businesses during COVID-19.	Winter 2020 Spring 2021	Partnering with PIO and CMO on branding
Development Projects – Specific Plans	Review private commercial and mixed-use projects including anticipated specific plans.	Ongoing	
Demonstration Project Policy	Develop and implement Demonstration Project Policy for innovative and creative projects benefitting the Milpitas community.	Winter 2020 Spring 2021	

City of Milpitas
Energy and Environmental Sustainability Commission
Proposed Work Plan 2021

The Energy and Environmental Sustainability Commission advises the City Council on matters pertaining to sustainability, climate action, recycling, and waste diversion.

Month	Issue/Agenda Topic	Commission Objective
January	• Planning for 2021 Earth Day Event	• Brainstorm and begin planning for Earth Day event
	• Odor Monitoring Study	• Provide feedback on odor monitoring efforts
	• Trail, Bikeway, and Pedestrian Master Plan*	• Provide feedback on Trail, Bikeway, and Pedestrian Master Plan
February	• Climate Action Plan Update**	• Provide feedback on CAP Update progress
March	• Silicon Valley Clean Energy Update	• Receive update on SVCE Decarbonization Programs
	• Recycling and Garbage Services and Diversion/SB 1383 Status Update	• Provide feedback diversion programs and solid waste services
April	• Odor Monitoring Study	• Provide feedback on odor monitoring efforts and preliminary data analysis
	• Climate Action Plan Update**	• Provide feedback on CAP Update progress
May	• Urban Water Management Plan and Water Conservation	• Provide feedback Water Conservation programs and Urban Water Management Plan
	• Street Sweeping Pilot Program Update	• Receive staff update on the Street Sweeping Pilot Program
	• Legislative Review for Possible Positions	• Identify and review proposed environmental legislation and make potential position recommendations to City Council
June	• Climate Action Plan Update**	• Provide feedback on CAP Update progress
July	NO MEETING	
August	• Climate Action Plan Update **	• Provide feedback on CAP Update progress
September	• Odor Monitoring Study Update	• Provide feedback on odor monitoring efforts and preliminary data analysis

	• 2022 Work Plan	• Develop 2022 Work Plan for City Council approval
October	• Recycling and Garbage Services including reusables and zero waste programming	• Provide feedback potential zero waste programs and solid waste services
	• Street Sweeping Pilot Program Update	• Receive staff update on the Street Sweeping Pilot Program
November	• Discuss Potential Citywide Garage Sale Event in 2022	• Discuss potential of organizing a Citywide garage sale event
December	• Potential Green Gardening Program	• Discuss potential program to promote the benefits of green gardening practices (electric tools, less toxic/organic resources, etc)

** If not covered in 2020*

***Climate Action Plan Update schedule may shift*

Library and Education Advisory Commission FY 2020-2021 Work Plan

Work Plan Summary

- Advise and make recommendations on Library operations
- Support greater awareness within the Milpitas community regarding library resources, literacy activities and amenities
- Partner to broaden and enhance literacy and education initiatives based out of the Milpitas Library
- Advise on support of diverse Library initiatives, programs and events

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
County Commissions Forum	Attend County Commissions Forum and report back.	Commission, County Library	February 2021
Essay Contest/Special Projects Subcommittees: ** Dr. Seuss Day Event ** April (Arts, Math and Poetry focus) ** Fall projects	Conduct Annual Essay Contest – arrange judging and awards. Special Projects: coordinate special projects including event preparation, marketing, etc., Friends book sale events, membership drives, Fall Storytime reading events, etc.	Commission, Community Partners, City Staff	FY 2020/21
Attend Local Library Conference	Attend local Library Conference to gain continued library knowledge.	Commission	April 2021
National Library Week (Subcommittee)	Promote program citywide via City of Milpitas Youth Programs, Milpitas Senior Center, general public, etc.	Commission, County Library	April 2021
Summer Reading Program	Promote program citywide via City of Milpitas Youth Programs, Milpitas Senior Center, general public, etc.	Commission, County Library, City Staff	May-August 2021
City Events	Attend City Events and promote Literacy and Library Services.	Commission, City Staff	FY 2020/21
Library Donor Program (Subcommittee)	Seek to attract new donors and acknowledge their names on the Donor Board at the Library.	Commission, City Staff	Spring 2021

**City of Milpitas
Planning Commission
Work Plan FY 2020-21**

Purpose: Advise City Council on issues and policies related to city planning, zoning and land use regulation, and community development; review, consider, discuss, and make recommendations on proposals for new development throughout the City.						
Topic/Activity			Tasks		Required Resources	Completion
Development Review*			Attend meetings (2/month); read meeting packets; active participation; site visits; Take action (approve/deny) or make recommendations to the City Council		Commission, Staff	Ongoing
General Plan Update			Make recommendations to Council on draft policies, EIR, draft General Plan		Commission, Staff, Consultant	January 2021
Milpitas Metro Plan (TASP Update)			Participate in meetings; Review draft plan and make recommendations to Council		Commission, Staff, Consultant	Spring 2021
Gateway/Main St. Plan (Midtown Update)			Participate in meetings; Review draft plan and make recommendations to Council		Commission, Staff, Consultant	Winter 2022
Commissioner Training			Inhouse training as needed; Participate in virtual workshops/conferences		Commission, Staff, Training Budget	Ongoing

* The Commission Reviews and Acts Upon the Following:

1. General Plan and General Plan amendments;
2. Specific Plans and Specific Plan amendments;
3. Environmental Impact Reports and Negative Declarations under CEQA;
4. Tentative Subdivision Maps;
5. Planned Development permit applications for development;
6. Subdivision Ordinance exceptions;
7. Zoning and Subdivision Ordinance amendments
8. Special Studies and Reports (e.g., Bike and Ped Master Plan, Open Space Plan, Green Infrastructure Plan, etc.)
9. Appeals of Decisions by the Zoning Administrator.

Parks, Recreation and Cultural Resources Commission
Work Plan FY 2020-2021

DRAFT

Work Plan Goals:

Advise City Council on recreation, park, and historic preservation activities; review and recommend planning and development of new and existing parks and recreation facilities; recommend protecting and enhancing special aspects of the City's heritage

<u>Topic/Advisory Area</u>	<u>Tasks</u>	<u>Required Resources</u>	<u>Deadline</u>
Park Name History Project Phase I	1. Establish Subcommittee	Commission, Staff, Grants	Mar-20
	2. Research Park Names & Develop Bio	Historical Society	
	3. Create online webpage (Comm & Dept.)		
	Potential Phase II - (next FY)		
	4. Cost out physical park markers		
	5. Seek Grants/Identify Funding		
	6. Seek CC approval		
	7. Marker Development & Installation		
Park and Recreation Master Plan	1. Receive presentation on Park and Recreation Master Plan	Commission, Staff	
	2. Recommend City Council final approval		
Annual Park/Facility Tour	1. Determine theme for tour	Commission , Staff	Annually - June
	2. Confirm location(s)		
	3. Conduct Tour		
Quarterly Reports	1. Receive Quarterly Reports from Recreation Staff on: Community Garden, Program areas	Staff	Quarterly
	Allocations, Recreation, Trends, CIP, Special		
	Events		
Review Historic Site List	1. Review Plan and make updates to goals, themes, priorities	Commission, Staff, County, Historical Society	May-20
	2. Create online component		
	3. Work with Historical Society on Annual Tour		

Parks, Recreation and Cultural Resources Commission
Work Plan FY 2020-2021

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Bicycle & Pedestrian Trails	1. Receive presentation on Bicycle and Pedestrian Trails Master Plan		Commission, Staff	Ongoing/Per project
	2. Review Family Bike Day Event			
	3. Review City Trail system updates			
Sister Cities	1. Define and develop program			
	2. Outreach to schools and other organizations			
	with established programs			
Ongoing Review	1. Private Development Projects including		Commission, Staff	Ongoing/Per project
	open space			
	2. Make recommendation on Annual CIP Park			
	Improvement Projects & Priorities			

Parks, Recreation and Cultural Resources Commission
Work Plan FY 2020-2021

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Public Safety & Emergency Preparedness Commission
Work Plan 2020 Proposed

	Task	Description	Goal/Objective	Status
1.	Neighborfest	Neighborfest is a locally organized gathering, also known as a block party, that offers neighborhoods the chance to come together, have fun, and build a stronger, more connected community.	Explore the benefits of this program and determine how it would complement the existing Map Your Neighborhood (MYN) Program.	On hold due to COVID restrictions.
2.	Technology and Collaboration Initiative	Increased social media presence and increased use of existing City functions (PD, Fire, Rec) as well as improved collaboration with private entities such as HOA's, faith-based organizations and local businesses.	Improve social media presence and use existing functions to reach a larger audience.	Ongoing
3.	Increase Map Your Neighborhood Program	This program began in Milpitas in 2017 in effort to promote neighbors talking and preparing their neighborhood, for an emergency. This serves as an enhancement to the Milpitas CERT program.	Minimum of 6 new neighborhoods/year. Identify resources and vulnerable populations.	On hold due to COVID restrictions.
4.	Develop Business Emergency Preparedness Program	The recovery of the Milpitas business community is integral to recovery for the City of Milpitas. PS&EPC will put together a program to help prepare the business community prepare for a disaster. Resources to include FEMA literature and presentation.	Define and identify critical function businesses-focus on employers with fewer than 100-20 employees.	Ongoing
5.	Collaborate with Milpitas Police to	Neighborhood Watch is an important program that raises awareness and	Work with Police Community Relations	New Objective

Public Safety & Emergency Preparedness Commission

Work Plan 2020 Proposed

	participate in Neighborhood Watch Program	promotes neighbor communication to reduce and prevent crime.	division to promote Neighborhood Watch.	
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Senior Advisory Commission FY 2020-2021 Work Plan

Work Plan Summary

- Establish Wellness & Resources Subcommittee with a focus on senior’s health, wellness & mental wellbeing activities
- Establish Senior’s Events Subcommittee to focus on the annual Resources Fair and Open House Event
- Sponsor Senior Center-based events and support “Age-Friendly” and Senior’s Agenda activities
- Advise on support of diverse Library initiatives, programs and events

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Host Open House Event in January and Resource Fair in May	• Establish Senior’s Events Subcommittee • Determine event components and partnerships and host event. • Assist staff with marketing and post-event evaluation	Commission Community Partners City Staff	January 2021 (Open House) May 2021 (Resource Fair)
Promote the Senior Center Resource Area, “Age-Friendly” kiosk (in the lobby area) with various health and wellbeing presentations throughout the year	• Establish Wellness & Resource Subcommittee to oversee the Resource Area • Meet on an on-going basis to promote “Age-Friendly” kiosk area and health and wellbeing presentations • Promote Friendly Visitors Program, Finding Independence (thru Technology) Program and support Behavioral Health projects (i.e. Milpitas Hope Task Force and initiatives)	Commission Community Partners City Staff	Ongoing
Sponsor Senior Center Events and Activities	• Sponsor and Promote: ○ Birthdays Celebrations through Senior Nutrition Program ○ Dances ○ Holiday Events ○ Multi-Cultural Activities and Events	Commission City Staff	Ongoing
Support and Participate in “Age-Friendly” Initiative(s)	• Promote and participate in ○ Age-Friendly Initiatives (i.e. Dementia Friends”) ○ and Santa Clara County Seniors’ Agenda activities	Commission City Staff	Ongoing

Veterans Advisory Commission FY 2020-21 Work Plan

Topic/Advisory Area	Tasks	Required Resources	Goal Deadline
Assist with planning of Veteran based City Sponsored Events	Work with City Staff to incorporate items to the Annual Veterans Day and Memorial Day ceremonies.	Commission, Staff	F/Y 2020-21 Event Calendar Dates 11/11/20 & 5/24/2020
Annual Veterans Recognition Lunch	Work with City staff to host the Annual Recognition Lunch, decide menu, decorations, entertainment, etc.	Commission, Staff	November 2021
Assist Milpitas Veterans in need during the holidays	Work to identify Milpitas Veterans in need during the holidays and work with the Milpitas Food Pantry and 2nd Harvest Food Bank with food drives to assist veteran families.	Commission, Food Pantry, 2 nd Harvest Food Bank, Staff, Other Veteran Agencies	Ongoing
Serve as Knowledge base for Veterans/Local Resources and Assistance	Work with Santa Clara County Veterans Service Office (SCCVSO) on all events that are sponsored/co-sponsored by the Commission. Maintain and update the Veterans webpage for the City, to include items such as: policies, burial benefits, shelter, hospitals, programs, resources and events.	Commission, Staff, Other Veteran Agencies	Ongoing
Adopt-A-Vet	Work with Milpitas schools to teach students on how to properly raise and lower the flag: provide education sessions for elementary age students; work directly with the Milpitas High School NJROTC on mentorship and involvement with special events.	Commission, MUSD, Staff	FY 2020-21
Honoring Milpitas Veterans Memorial	Work with Milpitas staff to research the implementation of a permanent Memorial honoring Milpitas Veterans in the form of pavers in the Veteran s Plaza Area.	Commission, Staff	Ongoing

**Youth Advisory Commission
Work Plan FY 2020-2021**

DRAFT

Work Plan Goals:

Advises the Council on matters pertaining to youth and teens in Milpitas.

<u>Topic/Advisory Area</u>	<u>Tasks</u>	<u>Required Resources</u>	<u>Deadline</u>
Volunteerism	1. Establish Subcommittee	Commission	11/12/2020
	3. Tree Lighting	Commission	TBD
	4. Milk and Cookies with Santa	Commission	TBD
	5. Community Service Scholarship	Commission , Staff	2/11/2021
	6. Care Packages for the Community	Commission, Staff	TBD
Teen Center	1. Mental Health Awareness Workshop (Partner- TBD)	Commission, Staff, Outside Agency	TBD
	2. Inter-generational programming for teens	Commission, Staff	On Going
	4. E-Sports Tournament Events	Commission	TBD
	5. Movie/Trivia Night	Commission	12/18/2021
Engage youth and Teens	1. Career Day	Commission , Staff, Outside Agency	TBD
	2. Film Competition	Commission , Staff, Outside Agency	TBD
	3. Social Media/Website Involvement	Commission , Staff, Outside Agency	TBD
	4. Vaping	Commission , Staff	6/30/2021

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**Youth Advisory Commission
Work Plan FY 2020-2021**

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Conduct a Public Hearing and Consider Adoption of a Resolution Approving the Addition of 44 Residential Units to an Existing Multi-Family Housing Complex at 1724 Sunnyhills Court
Category:	Public Hearings-Community Development
Meeting Date:	11/17/2020
Staff Contact:	Rozalynne Thompson, Senior Planner, 408-586-3278
Recommendations:	1. Move to close the public hearing following any comments. 2. Adopt a resolution approving an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Sections 15002(k)(2) and 15070 and approving Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005, subject to findings and Conditions of Approval and.

Background:

On October 14, 2020, the Milpitas Planning Commission considered applications for a Site Development Permit, Planned Unit Development Amendment, Tree Removal Permit, and Environmental Assessment to develop 44 residential units within an existing 171-unit multi-family residential complex at 1724 Sunnyhills Court. Given that the requests include a Planned Unit Development Amendment and that the City Council is the approval authority for that application, the City Council will make the final decision on all application requests for the project pursuant to Table XI-10-64.02-1 "Decision-Making Body and Role" and Subsection XI-10-64.03(B) of the Zoning Code.

The Planning Commission recommended approval to City Council by a 6-1 vote. The Planning Commission reviewed conceptual landscaping plans for the open space and playground equipment understanding that more detailed plans would be prepared when the applicant applies for building permits. The Commission added a condition of approval deferring review and approval of the detailed landscaping plans to Planning and Building Department staff prior to issuance of a building permit. Staff would review the detailed plans for consistency with the approved conceptual plans.

Analysis:

OVERVIEW

The applicant requests a Site Development Permit, Planned Unit Development Amendment, Tree Removal Permit, and an Initial Study/Mitigated Negative Declaration to demolish an existing 4,690-square-foot community and leasing center and to develop an additional 44 residential units to an existing 171-unit multi-family dwelling complex, a new 1,741-square-foot community and leasing center, 87 additional parking spaces, and associated site improvements, including a new driveway to connect an existing drive aisle to a new fire access road. The Project would include seven new buildings, five of which (Buildings A through E) would be two stories and a maximum of 26 feet in height and contain three to seven residential units each. The large

building (Building F) would be three stories and a maximum of 35 feet in height and would contain 20 residential units. Building F would include 20 new carports on the ground level below one- and two-story apartments.

The 44 new residential units would include 14 one-bedroom units and 30 two-bedroom units, totaling approximately 50,974 square feet of total floor area. The proposed Project would also include a new leasing and community building, approximately 1,791 square feet in size, which includes office space as well as a laundry facility for use by current and future residents. The State Density Bonus Law (Government Code Section 65915 et seq.) provides a density bonus and reduction in required parking ratios in return for placement of affordable housing in a project. In accordance with the City of Milpitas Affordable Housing Ordinance, the Project proposes 15% of proposed units as affordable units (extremely low income).

Of the 87 parking spaces being constructed, 81 will be covered carports, 40 of which would be located below Building F and the other 41 located adjacent to the eastern property line. Six uncovered parking spaces will be located adjacent to the community and leasing building. A total of four new bicycle parking spaces would also be installed adjacent to the proposed leasing/community building.

A total of approximately 64,439 square feet of common open space is currently provided throughout nine different common areas and a total of approximately 32,797 square feet of private open space is currently provided adjacent to each existing building. While two additional open space areas will be introduced to the site, the total amount of common open space would be reduced to approximately 53,049 square feet. The total private open space would increase to approximately 40,527 square feet.

The Project will require the removal of 31 protected trees from the site, and in accordance with the City of Milpitas Tree Protection Program (MMC Section X-2-7), the applicant shall install 86 replacement trees on the project site. Replacement trees shall include 24-inch box Lagerstroemia Indica "Tuscarora" (Crape Myrtle), Pistacia Chinensis (Chinese Pistache), Platanus Acerifolia "Columbia" (London Plane), and Quercus Rubra (Red Oak) and 15-gallon Rhamphiolepis Indica "Majestic Beauty" (Indian Hawthorn) trees. Additionally, a variety of shrubs, perennials, grasses, groundcovers, and vines on the project site as shown on the Landscape Plan, Sheet L1 in Project plans (Attachment C).

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15063, staff has prepared an Initial Study to analyze the potential environmental effects of the proposed Project. Through the Initial Study, it was determined that the Project would not result in any significant environmental impacts that could not be mitigated to a level of less than significant. Therefore, staff prepared a Draft Mitigated Negative Declaration (MND) pursuant to CEQA Guidelines Section 15070.

LOCATION AND CONTEXT

The project site is approximately 12.66 acres, with an irregular shape and developed with a 171-unit apartment complex comprised of one- to two-story residential buildings. The site also includes a leasing office/community building, mature trees and landscaping, and common open space areas consisting of grassy areas, a playground, and a basketball court. Access to the apartment complex is via Sunnyhills Court, which generally runs through the center of the complex and connects to Dixon Road and North Milpitas Boulevard. The apartment complex currently has 259 off-street parking spaces, including 173 covered spaces and 86 uncovered spaces.

The project site is bound by Dixon Road to the north, single-family residential uses to the east and south, and various commercial uses (City Square Center) to the west. Development of the Project would occur within the southeast corner of the site. The Project area is surrounded by the existing apartment complex buildings to the north, west, and south, and by single-family residential uses to the east.

PROJECT ANALYSIS

This section will evaluate the proposed Project's (referred to as "the Project") conformance with the Milpitas General Plan and Zoning Code.

GENERAL PLAN

The existing General Plan land use designation for the Project site is Multi-Family High Density (MFH). This classification is intended to accommodate a variety of housing types, ranging from row houses to triplexes and fourplexes, stacked townhouses, and walk-up garden apartments.

The proposed Project conforms with the policies and standards in the City's General Plan policies as set forth in Table 1 below:

Table 1 General Plan Consistency

Policy	Consistency Finding
2.a-G-3: <i>Provide for a variety of housing types and densities that meet the needs of individuals and families.</i>	Consistent: The proposed Project will add 44 residential units to an existing 171-unit multi-family apartment complex. Fifteen percent of the new units will be affordable units reserved for extremely low-income households. (approximately 30 percent of the area median income). All of the units will have public amenities within walking distance.
2.a-I-18: <i>Create a park-like quality for all residential areas through the PUD process and the judicious siting of parks, schools, and greenways throughout those areas.</i>	Consistent: Although the Project will reduce the size of an existing common area to accommodate residential buildings, the site has ample street landscaping and two additional common areas will maintain the park-like setting of the overall complex.
2.a-I-19: <i>Use zoning for new residential developments to encourage a variety and mix in housing types and costs.</i>	Consistent: The subject site is zoned R3 Multi-Family High Density Residential, which allows the Project to add 44 additional residential units to the existing 171-unit multi-family apartment complex. Fifteen percent of the new units will be affordable units reserved for low- and very low-income households. The use of Planned Unit Development (PUD) zoning allows greater flexibility in the development standards to achieve a greater variety and mix of housing types.

ZONING CONFORMANCE

The Project site is zoned R3 Multi-Family High Density Residential. Table XI-10-4.02-1 ("Residential Zone Uses") of the Zoning Code allows multi-family dwelling developments by right in the R3 Zoning District. As demonstrated in Table 3 below, the Project is consistent with most of the applicable development standards in Table XI-10-4.04-1 ("Residential Zone Development Standards") of the Zoning Code. Further, Subsection XI-10-54.07(B)(10) of the Zoning Code prohibits use of areas designated for use as a "Common Green" or "Park" approved as part of a Planned Unit Development (PUD) for any purpose other than a common green or park or playground; however, the proposed Project requests to remove a common open space area to accommodate two new buildings (Buildings C and D). Given that the property was developed under a PUD (No. 10 "Sunnyhills Apartments"), deviations from the R3 development standards and Subsection XI-10-54.07(B)(10) require approval of a PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code, which is similar to a Zoning Amendment.

State Density Bonus Law

According to the State Density Bonus Law (Government Code Section 65915 et seq.), local governments are required to grant density bonuses, incentives and concessions, waivers of development standards, and reduced parking minimums to qualifying housing projects. Housing projects that restrict at least ten percent of

the number of units to low-income residents, such as the proposed Project, are considered qualifying projects under the State Density Bonus Law.

The Project proposes to restrict 15 percent of the new units to extremely low-income residents. Although the Project qualifies for a density bonus of 10 percent and two incentives/concessions under the State Density Bonus Law, neither are requested at this time. However, the Project is eligible for an unlimited number of waivers from development standards which would physically prevent the Project from being constructed at the permitted density and reduced parking ratios. The City cannot apply any development standard which physically precludes the construction of this type of affordable housing project at its permitted density.

The Project has requested the reduced parking ratios of one parking space per one-bedroom unit and two parking spaces per two-bedroom unit and elimination of guest parking, which is permitted under the State Density Bonus Law.

Removal of Common Area

Subsection XI-10-54.07(B)(10) of the Zoning Code prohibits use of areas designated as a “Common Green” or “Park” approved as part of a Planned Unit Development for any purpose other than a common green or park or playground. As proposed, Buildings C and D would be sited in areas that had been designated “Playground Apparatus” and “Turf” according to the Project plans approved in 1970. “Playground Apparatus” and “Turf” are within the meaning of “Park” and “Common Green” of Subsection XI-10-54.07(B)(10) of the Zoning Code. Therefore, the applicant has requested a PUD Amendment pursuant to Subsection XI-10-54.07 to remove this common area as approved under the original PUD. The findings to address the PUD Amendment are discussed below.

To mitigate the reduction of common areas, the applicant has proposed two additional common areas totaling 10,933 square feet near the southeastern corner of the site. However, the net reduction in open space is 11,390 square feet.

Parking

The number of required parking spaces for the Project and the request to reduce the dimensions of the carport parking spaces are analyzed below.

Number of Required Parking Spaces

The apartment complex currently has 259 off-street parking spaces, including 173 covered spaces and 86 uncovered spaces. The Project proposes an additional 81 carport spaces and six guest parking spaces, for a total of 87 new spaces.

As previously noted above, the Project qualifies for reduced parking ratios under the State Density Bonus Law. Pursuant to the State Density Bonus Law, the parking ratios for the Project are one space per studio and one-bedroom and two spaces per two-bedroom, inclusive of handicapped and guest parking. A local jurisdiction cannot require more than the ratios allowed under the State Density Bonus Law. As mentioned above, the Project has requested the reduced parking ratios of one parking space per one-bedroom unit and two parking spaces per two-bedroom unit and elimination of guest parking, which is permitted under the State Density Bonus Law.

Parking Dimensions

Subsection XI-10.53.13(B)(1) of Zoning Code requires minimum parking stall dimensions of 10 feet in width and 20 feet in length for residential garages. As carports are similar to garages in that they are both considered parking structures, staff determined that the minimum dimensions for residential garages should apply to the carports. At Building F, the applicant provides parking stalls at a dimension of nine feet by 18 feet, similar to all other parking spaces, uncovered and covered, throughout the site. The applicant requests a PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code for the reduced dimensions for the carport stalls at Building F. The findings to address the PUD Amendment are discussed below.

Traffic

Hexagon Traffic Consultants, Inc. has prepared a Traffic Operations Analysis (TOA) Report and Vehicular Miles Traveled (VMT) findings to analyze potential traffic impacts pursuant to CEQA. Specifically, the TOA evaluates the transportation impacts that could result from the proposed Project, including impacts associated with traffic congestion, transit services, and pedestrian and bicycle circulation. The VMT findings evaluate the Project's trip generation and trip length by vehicle to the site, which is required by Senate Bill 743 and implemented through CEQA Guidelines Section 15064.3(b). Based on both the TOA and VMT findings impacts on traffic congestion, transit services, and pedestrian and bicycle circulation were found to be less-than-significant. The TOA and VMT findings can be found as Appendix I and Appendix J, respectively, in the Appendices to Initial Study/Mitigated Negative Declaration (Attachment E).

Tree Removal

Subsection X-2-4.02 of the Milpitas Municipal Code requires a Tree Removal Permit to remove ordinance-size trees. Subsection X-2-7.01 of the Milpitas Municipal Code defines an ordinance-size or "protected trees" as "trees which have a thirty-seven-inch (37") or greater circumference of any trunk measured 4.5 feet from the ground, when removal relates to any transaction for which zoning approval or subdivision approval is required." Each removed tree must be replaced by at least two trees, pursuant to Subsection X-2-4.02 of the Milpitas Municipal Code.

Based on the proposed site plan, 31 protected trees will be removed from the project area. The removed trees will be replaced with a total of 86 trees, including 24-inch box Lagerstroemia Indica "Tuscarora" (Crape Myrtle), Pistacia Chinensis (Chinese Pistache), Platanus Acerifolia "Columbia" (London Plane), and Quercus Rubra (Red Oak) and 15-gallon Rhamphiolepis Indica "Majestic Beauty" (Indian Hawthorn) throughout the site. Therefore, the Project complies with the requirements of the Milpitas Municipal Code. The placement of these trees is shown in the Landscape Plan on Sheet L1 of the project plans (see Attachment C).

FINDINGS

A finding is a statement of fact relating to the information that the Planning Commission has considered in making its recommendation to the Council. Findings shall identify the rationale behind the decision to make a certain recommendation.

Planned Unit Development Amendment (Subsection XI-10-54.07(B)(6))

To develop the proposed Project, the applicant requests a PUD Amendment under Zoning Code Subsection XI-10-54.07(B)(6) to remove areas that had been designated "Playground Apparatus" and "Turf" as approved under the original PUD and to deviate from the required parking dimensions in Subsection XI-10.53.13(B)(1) of Zoning Code from 10 feet in width and 20 feet to 9 feet by 18 feet.

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision Ordinance.*

Subsection XI-10-4.05(C)(1)(b) of the Zoning Code requires a minimum average usable open space area of 200 square feet per unit, with at least thirty percent of the open space area being private open space contiguous to each dwelling unit. A total of approximately 64,439 square feet of common open space is currently provided throughout nine different common areas within the existing apartment complex. Approximately 32,797 square feet of private open space, or an approximate average of 191 square feet per unit, is currently provided adjacent to each existing building on the project site. Therefore, the total existing usable private and common open space is 97,236 square feet, or 568 square feet per unit, with 33 percent of the open space being private open space contiguous to each unit.

To develop the proposed Project, the total amount of usable private and common open space would be reduced to 93,576 square feet or 435 square feet per unit. However, the Project would still meet the minimum usable open space standard for the R-3 District of 200 square feet per unit. Common open space would be reduced to 53,049 square feet among 11 different common open space areas.

The total of amount of *private* open space would increase from currently 32,797 square feet to 40,527 square feet with the additional residential units. While total common and private open space area has been reduced, the percentage of private open space contiguous to each unit would increase from 33 percent to 43 percent of the total usable open space. The Project would continue to exceed the zoning standard for the R-3 District that a minimum of 30 percent of total usable open space must be private open space.

As to the proposed parking dimensions of the new parking spaces, the requested deviation does not relate to land intensity or open space. However, to note, the proposed parking dimensions are consistent with dimensions of the existing parking stalls on the site.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

As stated above, based on both the TOA and VMT findings prepared by Hexagon Transportation Consultants, Inc., impacts on traffic congestion, transit services, and pedestrian and bicycle circulation were found to be less-than-significant. The TOA and VMT findings can be found in Appendix I and Appendix J, respectively, in Appendices to Initial Study/Mitigated Negative Declaration (Attachment E).

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*

i. Sewer capacity and water availability will be sufficient to accommodate the proposed project density as well as other future planned unit development downstream from the project site. Any improvements to the sewer or water system that would be required to accommodate any higher density proposals may be made conditions of project approval

The General Plan density range for the Multifamily High Density (MFH) land use designation is 12 to 20 units per acre. At a resultant density of 17 units per acre, the proposed Project is near the upper limit of the General Plan density range and this standard is met on that basis. Although the Project site is zoned R3 and is located in the Valley Floor Planning Area, with a resultant density of 17 units per acre, the Project does not request an increase in overall density of up to 40 units per gross acre for the proposed development.

4. *Development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts.*

The proposed Project requires an amendment to the original PUD No. 10 "Sunnyhills Apartments". First, the applicant has requested a PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code to remove areas that had been designated "Playground Apparatus" and "Turf" as approved under the original PUD to develop Buildings C and D.

The Project also includes a deviation from the parking dimension standard to accommodate the additional units and provide sufficient parking. By allowing the PUD amendment, 44 additional units, including seven affordable units (15 percent), would be added to the site and the City's overall housing stock, thereby conferring a public benefit not otherwise attributable to the application of the regulations of the R3 Zoning District.

Moreover, as the new construction would occur within the boundary of the potential historic district, the proposed Project has been found to meet the Rehabilitating Historic Properties Guidelines of the Secretary of the Interior's Standards for the Treatment of Historic Properties because the proposed Project appears to be compatible with, but clearly differentiated from, the historic fabric of the District surrounding it. Finally, the Project confers a benefit not otherwise attainable by application of the regulations of the general zoning districts because it adds housing in close proximity to shopping and transit.

5. *The proposed Planned Unit Development is consistent with the Milpitas General Plan.*

The existing General Plan land use designation for the Project site is Multi-Family High Density (MFH). This classification is intended to accommodate a variety of housing types, ranging from row houses to triplexes and fourplexes, stacked townhouses, and walk-up garden apartments.

The proposed Project conforms with the policies and standards in the City's General Plan policies as set forth in Table 1 above.

6. *The proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction, or loss of privacy that are not mitigated to acceptable levels.*

The infill development project is surrounded by the existing multi-family dwellings and common areas serving the complex in the immediate project area, single-family homes to the east of the site, and a neighborhood commercial shopping center to the west. As conditioned, the proposed Project would be compatible with the immediate surroundings, as the basic layout and architecture would not be substantially different from that of existing buildings on the project site. Further, as the new buildings are setback at least forty-four feet from the adjacent single-family neighborhood, it is anticipated that buildings would not result in adverse impacts such as shadows and loss of privacy.

Moreover, pursuant to CEQA Guidelines section 15063, staff prepared an Initial Study to analyze the potential environmental effects of the proposed Project. An Initial Study was prepared for the Project to identify whether any significant environmental impacts may result from the Project. Specifically, the following environmental factors were addressed: aesthetics, agricultural land, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, and utilities/service systems. Based on the Initial Study, a draft Mitigated Negative Declaration (MND) was prepared pursuant to CEQA Guidelines section 15070, which determined that the Project would not result in any significant environmental impacts that could not be mitigated to a level of less than significant.

Therefore, the proposed Project will result in no adverse impacts such as shadows, loss of views, or loss of privacy upon adjacent development.

Site Development Permit (Subsection XI-10-57.03(F)(1))

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 existing 171-unit apartment complex is a clustered development of one and two-story buildings and designed in mid-20th century Contemporary architectural style. The general character-defining features of the Contemporary style are: rectangular, square, or L-shaped footprint to emphasize a low horizontal massing; flat or a very-low-pitched roof with wide, overhanging eaves, often with a street-facing gable supported by large beams; post-and-beam construction; plate-glass window walls or large, gable-width clerestory windows; vertical bands of contrasting siding material, usually stucco and wood; and building materials of wood, steel, and formed concrete.

In general, buildings to the west of the project site are one-story buildings part of a commercial shopping center constructed within the last thirty years and to the east and south are single-family neighborhoods constructed within approximately the last 50 to 60 years. The proposed Project consists of six buildings, the tallest of which is Building F at 35 feet in height. Although taller than the single-family neighborhood to the east, the 48-foot setback from the adjacent residential neighborhood aids in reducing perceived massing and scale.

With respect to the design of the proposed buildings, the applicant has chosen a design in a mid-20th century architectural style, which is compatible with the surrounding structures. The exterior building materials, colors and craftsmanship-related detailing also relate to the existing complex. To provide additional articulation, the applicant has added a gable entry feature to the façade of the new buildings.

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

The Project site is zoned R3 (High Density Residential) with a High-Rise (HR) Overlay. The proposed multi-family dwelling residential use is permitted in the R3 Zoning District. The Project also conforms to the permitted density of the R3 Zoning District by providing a density of nearly seventeen dwelling units per acre, which is within the 12-20 units/acre range allowed in the R3 Zoning District. The 35 -foot height of one of the proposed buildings (Building F) meets the maximum height permitted for properties in the R3 Zoning District.

Although the Project requests removal of the designated common area, a deviation from the parking dimension standard to accommodate the additional units and provide sufficient parking, and the reduction in the number of parking spaces required, those deviations are addressed by the PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code and the parking ratios permitted under the State Density Bonus Law, respectively.

Therefore, the Project is consistent with the Milpitas Zoning Code.

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

The amendment is consistent with the Milpitas General Plan, as demonstrated and outlined in “Table 1: General Plan Consistency” above.

California Environmental Quality Act:

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15063, staff prepared an Initial Study to analyze the potential environmental effects of the proposed Project. An Initial Study was prepared for the Project to identify whether any significant environmental impacts may result from the Project. Specifically, the following environmental factors were addressed: aesthetics, agricultural land, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, and utilities/service systems.

Based on the Initial Study, a draft Mitigated Negative Declaration (MND) was prepared pursuant to CEQA Guidelines Section 15070, which determined that the Project would not result in any significant environmental impacts that could not be mitigated to a level of less than significant. CEQA requires a minimum review period of 20 days to circulate an MND for public review, which began on September 17, 2020. The documents were posted on the City’s website on September 17, 2020. Additionally, a Notice of Intent (NOI) to adopt an IS/MND was posted at the site on September 17, 2020. The comment period ended on October 7, 2020. The Initial Study/Mitigated Negative Declaration and Appendices are attached to staff report as Attachments D and E, respectively.

Recommendations:

1. Move to close the public hearing, following any comments.

2. Adopt a resolution approving the Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Sections 15002(k)(2) and 15070 and approving Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005, subject to findings and Conditions of Approval.

Attachments:

- A: Resolution with Conditions of Approval
- B: Sunnyhills Apartments – Project Narrative
- C: Project Plans
- D: Draft Initial Study/Mitigated Negative Declaration (IS/MND)
- E: Appendices to Draft Initial Study/Mitigated Negative Declaration (IS/MND)
- F: Mitigation Monitoring and Reporting Program (MMRP)
- G: Response to Comments – Initial Study/Mitigated Negative Declaration (IS/MND)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND APPROVING PLANNED UNIT DEVELOPMENT AMENDMENT PA19-0002, SITE DEVELOPMENT PERMIT SD18-0004, TREE REMOVAL PERMIT TR19-0028, AND ENVIRONMENTAL ASSESSMENT EA20-0005 TO ALLOW FOR THE DEMOLITION OF AN EXISTING 4,690-SQUARE FOOT LEASING OFFICE/COMMUNITY BUILDING AND ATTACHED MANAGER’S UNIT, DEVELOPMENT OF AN ADDITIONAL 44 RESIDENTIAL UNITS WITHIN AN EXISTING 171-UNIT MULTI-FAMILY DWELLING APARTMENT COMPLEX, RECONSTRUCTION OF A NEW 1,791-SQUARE FOOT LEASING OFFICE/COMMUNITY BUILDING, CONSTRUCTION OF 87 ADDITIONAL PARKING SPACES, AND ASSOCIATED SITE IMPROVEMENTS, INCLUDING A NEW DRIVEWAY TO CONNECT AN EXISTING DRIVE AISLE TO A NEW FIRE ACCESS ROAD ON A 12.66-ACRE SITE

WHEREAS, on September 16, 1968, the City Council approved “S” Zone plans and Planned Unit Development No. 10 (“Sunnyhills Apartments”) to construct a 171-unit multi-family dwelling complex with a community center with attached manager’s unit, 7.35-acres of open space, seven laundromats, 31,140 square-feet of covered carports, and 28,410 square-feet of open parking a for a 22,300 square foot two-story sports facility, plus parking and landscaping on the 12.66-acre subject site located at 1724 Sunnyhills Drive; and

WHEREAS, on October 30, 2018, JMK Investments, LLC, submitted an application to the City of Milpitas to request approval of construction of an additional 44 residential-units within an existing 171-unit development at 1724 Sunnyhills Drive, which would also include demolition and reconstruction of the leasing/community building, construction of 87 additional parking spaces, and associated site improvements including a new driveway to connect an existing drive aisle (“Project”). Thus, the Project consists of the following requests:

- a. Environmental Assessment EA20-0005: To review and approve an Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15070; and
- b. Planned Unit Development Amendment PA19-0002: To amend the existing Planned Unit Development (No. 10) to allow parking stalls with a dimension of 9 feet by 18 feet where dimensions of 10 feet by 20 feet are required and removal of the existing common space area to accommodate the additional 44 infill units; and
- c. Site Development Permit SD18-0004: To allow the demolition of an existing leasing office/community building and attached manager’s unit, development of a new leasing office/community building, development of an additional forty-four residential units within an existing 171-unit multi-family apartment complex, and associated improvements on an existing 12.66 -acre site; and
- d. Tree Removal Permit TR20-0008: To remove 31 ordinance-size trees pursuant to Section X-2-4.02 of the Milpitas Municipal Code; and

WHEREAS, the property is located within the Multi-Family High-Density Residential (R3) Zoning District; and

WHEREAS, on November 20, 2019, the applicant held a community outreach session and invited members of the public; and

WHEREAS, from September 13, 2020 and September 23, 2020, the applicant held an Online Public Forum in lieu of a second in-person community outreach session due to the COVID-19 pandemic and shelter-in-place orders by the State of California and County of Santa Clara; and

WHEREAS, on October 13, 2020 the City hosted an on-site community meeting with approximately 30 residents of the Sunnyhills Apartments complex in attendance; and

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, the Planning Department completed an Environmental Assessment (EA20-0005) for the project, and, based on that assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA), including, without limitation, CEQA Guidelines sections 15070 et seq. On September 17, 2020 the City posted Notice of Intent to adopt a Mitigated Negative Declaration on the City’s website and the Project site and otherwise complied with the requirements of CEQA Guideline 15072. The IS/MND was available for public review from September 17, 2020 through October 7, 2020; and

WHEREAS, the IS/MND reflects the independent judgment and analysis of the City, as lead agency under CEQA and, based upon the information contained in the IS/MND, including any comments received thereon, and the whole record before the City, there is not substantial evidence that the Project, together with Conditions of Approval, including without limitation, mitigation measures identified in the IS/MND and the Mitigation Monitoring and Reporting Program adopted herein, will have a significant effect on the environment; 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 a Planned Unit Development 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 October 14, 2020, the Planning Commission held a duly-noticed public hearing, during which meeting the Planning Commission considered Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005 for 1724 Sunnyhills Court, heard a presentation from staff, and had the opportunity to consider all other oral and written comments presented to them; and

WHEREAS, by adoption of Resolution No. 20-019 on October 14, 2020, the Planning Commission recommended that the City Council approve Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005 by a vote of 6-1; 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 November 17, 2020, the City Council held a duly-noticed public hearing, during which meeting the City Council considered the Initial Study/Mitigated Negative Declaration along with any comments received, Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-EA20-0005.

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

An Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared to conform to the requirements of CEQA, the CEQA Guidelines (Title 14, California Code of Regulations §15000 et seq.), and the regulations and policies of the City of Milpitas. The purpose of this IS/MND is, among other things, to provide objective information regarding the environmental consequences of the proposed Project to the decision makers and the public and to identify measures to substantially lessen or avoid significant adverse environmental effects of the Project. The IS/MND was available for public review from September 17, 2020 through October 7, 2020. Also, in conformance with CEQA, the City has prepared a Mitigation Monitoring and Reporting Program for reporting or monitoring on the measures the City hereby has either required or made a condition of approval to the Project to mitigate or avoid significant environmental effects. The City Council hereby adopts the IS/MND and Mitigation Monitoring and Reporting Program in compliance with CEQA.

SECTION 3. Planned Unit Development Amendment (Subsection XI-10-54.07(B)(6))

The City Council makes the following findings based on the evidence in the public record in support of Planned Unit Development Amendment PA19-0002:

1. *The proposed development will result in an intensity of land utilization no higher than and standards of open spaces at least as high as permitted or specified otherwise for such development in the General Plan, Zoning Ordinance and Subdivision Ordinance.*

Subsection XI-10-4.05(C)(1)(b) of the Zoning Code requires a minimum average usable open space area of 200 square feet per unit, with at least thirty percent of the open space area being private open space contiguous to each dwelling unit. A total of approximately 64,439 square feet of common open space is currently provided throughout nine different common areas within the existing apartment complex. Approximately 32,797 square feet of private open space, or an approximate average of 191 square feet per unit, is currently provided adjacent to each existing building on the project site. Therefore, the total existing usable private and common open space is 97,236 square feet, or 568 square feet per unit, with 33 percent of the open space being private open space contiguous to each unit.

To develop the proposed Project, the total amount of usable private and common open space would be reduced to 93,576 square feet or 435 square feet per unit. However, the Project would still meet the minimum usable open space standard for the R-3 District of 200 square feet per unit. Common open space would be reduced to approximately 53,049 square feet among 11 different common open space areas.

The total of amount of *private* open space would increase from the existing 32,797 square feet to approximately 40,527 square feet with the additional residential units. The percentage of private open space contiguous to each unit would be 43 percent of the total usable open space. While total common and private open space area has been reduced, the percentage of contiguous private open space would actually be increased from 33 percent to 43 percent of the total usable open space. The Project would continue to exceed the zoning standard for the R-3 District that a minimum of 30 percent of total usable open space must be private open space.

As to the proposed parking dimensions of the new parking spaces, the requested deviation does not relate to land intensity or open space. However, to note, the proposed parking dimensions are consistent with dimensions of the existing parking stalls on the site.

2. *The development will not create traffic congestion pursuant to the California Environment Quality Act (CEQA). However, if traffic congestion is created by the proposed development, the traffic impacts will be mitigated by traffic improvements proposed by the developer or by funding capital projects and by on-site provisions for traffic circulation and parking or, if it cannot be mitigated, the Planning Commission and City Council shall issue any necessary findings pursuant to CEQA.*

Based on both the Traffic Operations Analysis (TOA) and Vehicular Miles Traveled (VMT) findings prepared by Hexagon Transportation Consultants, Inc., impacts on traffic congestion, transit services, and pedestrian and bicycle circulation were found to be less-than-significant. The TOA and VMT findings can be found in Appendix I and Appendix J, respectively, in Appendices to Initial Study/Mitigated Negative Declaration (Attachment E).

3. *For residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In the case of the Valley Floor Planning Area residential developments proposed on land zoned "R3" (Multiple Family Residential) an overall density of up to forty (40) units per gross acre can be approved if the following criteria are found by the City Council to be met.*
 - i. *Sewer capacity and water availability will be sufficient to accommodate the proposed project density as well as other future planned unit development downstream from the project site. Any improvements to the sewer or water system that would be required to accommodate any higher density proposals may be made conditions of project approval*

The General Plan density range for the Multifamily High Density (MFH) land use designation is 12 to 20 units per acre. At a resultant density of 17 units per acre, the proposed Project is near the upper limit of the General Plan density range and this standard is met on that basis. Although the Project site is zoned R3 and is located in the Valley Floor Planning Area, with a resultant density of 17 units per acre, the Project does not request an increase in overall density of up to 40 units per gross acre for the proposed development.

4. *Development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts.*

The proposed Project requires an amendment to the original PUD No. 10 “Sunnyhills Apartments”. First, the applicant has requested a PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code to remove areas that had been designated “Playground Apparatus” and “Turf” as approved under the original PUD to develop Buildings C and D.

The Project also includes a deviation from the parking dimension standard to accommodate the additional units and provide sufficient parking. By allowing the PUD amendment, 44 additional units, including seven affordable units (15 percent), would be added to the site and the City’s overall housing stock, thereby conferring a public benefit not otherwise attributable to the application of the regulations of the R3 Zoning District.

Moreover, as the new construction would occur within the boundary of the potential historic district, the proposed Project has been found to meet the Rehabilitating Historic Properties Guidelines of the Secretary of the Interior’s Standards for the Treatment of Historic Properties because the proposed Project appears to be compatible with, but clearly differentiated from, the historic fabric of the District surrounding it. Finally, the Project confers a benefit not otherwise attainable by application of the regulations of the general zoning districts because it adds housing in close proximity to shopping and transit.

5. *The proposed Planned Unit Development is consistent with the Milpitas General Plan.*

The existing General Plan land use designation for the Project site is Multi-Family High Density (MFH). This classification is intended to accommodate a variety of housing types, ranging from row houses to triplexes and fourplexes, stacked townhouses, and walk-up garden apartments.

The proposed Project conforms with the policies and standards in the City’s General Plan policies as set forth in Table 1 below:

Table 1 General Plan Consistency

Policy	Consistency Finding
2.a-G-3: <i>Provide for a variety of housing types and densities that meet the needs of individuals and families.</i>	Consistent: The proposed Project will add 44 residential units to an existing 171-unit multi-family apartment complex. Fifteen percent of the new units will be affordable units reserved for extremely low-income households. (approximately 30 percent of the area median income). All of the units will have public amenities within walking distance.
2.a-I-18: <i>Create a park-like quality for all residential areas through the PUD process and the judicious siting of parks, schools, and greenways throughout those areas.</i>	Consistent: Although the Project will reduce the size of an existing common area to accommodate residential buildings, the site has ample street landscaping and two additional common areas will maintain the park-like setting of the overall complex.
2.a-I-19: <i>Use zoning for new residential developments to encourage a variety and mix in housing types and costs.</i>	Consistent: The subject site is zoned R3 Multi-Family High Density Residential, which allows the Project to add 44 additional residential units to the

Policy	Consistency Finding
	existing 171-unit multi-family apartment complex. Fifteen percent of the new units will be affordable units reserved for low- and very low-income households. The use of Planned Unit Development (PUD) zoning allows greater flexibility in the development standards to achieve a greater variety and mix of housing types.

6. *The proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction, or loss of privacy that are not mitigated to acceptable levels.*

The infill development project is surrounded by the existing multi-family dwellings and common areas serving the complex in the immediate project area, single-family homes to the east of the site, and a neighborhood commercial shopping center to the west. As conditioned, the proposed Project would be compatible with the immediate surroundings, as the basic layout and architecture would not be substantially different from that of existing buildings on the project site. Further, as the new buildings are setback at least forty-four feet from the adjacent single-family neighborhood, it is anticipated that buildings would not result in adverse impacts such as shadows and loss of privacy.

Moreover, pursuant to CEQA Guidelines section 15063, staff prepared an Initial Study to analyze the potential environmental effects of the proposed Project. An Initial Study was prepared for the Project to identify whether any significant environmental impacts may result from the Project. Specifically, the following environmental factors were addressed: aesthetics, agricultural land, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, and utilities/service systems. Based on the Initial Study, a draft Mitigated Negative Declaration (MND) was prepared pursuant to CEQA Guidelines section 15070, which determined that the Project would not result in any significant environmental impacts that could not be mitigated to a level of less than significant.

Therefore, the proposed Project will result in no adverse impacts such as shadows, loss of views, or loss of privacy upon adjacent development.

SECTION 4. Site Development Permit (Subsection 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 SD18-0004:

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 existing 171-unit apartment complex is a clustered development of one and two-story buildings and designed in mid-20th century Contemporary architectural style. The general character-defining features of the Contemporary style are: rectangular, square, or L-shaped footprint to emphasize a low horizontal massing; flat or a very-low-pitched roof with wide, overhanging eaves, often with a street-facing gable supported by large beams; post-and-beam construction; plate-glass window walls or large, gable-width clerestory windows; vertical bands of contrasting siding material, usually stucco and wood; and building

materials of wood, steel, and formed concrete.

In general, buildings to the west of the project site are one-story buildings part of a commercial shopping center constructed within the last thirty years and to the east and south are single-family neighborhoods constructed within approximately the last 50 to 60 years. The proposed Project consists of six buildings, the tallest of which is Building F at 35 feet in height. Although taller than the single-family neighborhood to the east, the 48-foot setback from the adjacent residential neighborhood aids in reducing perceived massing and scale.

With respect to the design of the proposed buildings, the applicant has chosen a design in a mid-20th century architectural style, which is compatible with the surrounding structures. The exterior building materials, colors and craftsmanship-related detailing also relate to the existing complex. To provide additional articulation, the applicant has added a gable entry feature to the façade of the new buildings. .

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

The Project site is zoned R3 (High Density Residential) with a High-Rise (HR) Overlay. The proposed multi-family dwelling residential use is permitted in the R3 Zoning District. The Project also conforms to the permitted density of the R3 Zoning District by providing a density of nearly seventeen dwelling units per acre, which is within the 12-20 units/acre range allowed in the R3 Zoning District. The 35 -foot height of one of the proposed buildings (Building F) meets the maximum height permitted for properties in the R3 Zoning District.

Although the Project requests removal of the designated common area, a deviation from the parking dimension standard to accommodate the additional units and provide sufficient parking, and the reduction in the number of parking spaces required, those deviations are addressed by the PUD Amendment pursuant to Subsection XI-10-54.07 of the Zoning Code and the parking ratios permitted under the State Density Bonus Law, respectively.

Therefore, the Project is consistent with the Milpitas Zoning Code.

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

The amendment is consistent with the Milpitas General Plan, as demonstrated and outlined in “Table 1: General Plan Consistency” above.

SECTION 5. Severability

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

SECTION 6. City Council Approval

The City Council hereby approves Planned Unit Development Amendment P-PA19-0002, Site Development Permit P-SD18-0004, Tree Removal Permit P-TR19-0028, and Environmental Assessment P-

EA20-0005(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 _____, 2020, 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

Site Development Permit P-SD18-0004, Planned Unit Development Amendment P-PA19-0002, Tree Removal Permit P-TR19-0028, Environmental Assessment P-EA20-0005
1724 Sunnyhills Court (APN: 026-06-009)

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 P-SD18-0004, Planned Unit Development Amendment P-PA19-0002, Tree Removal Permit P-TR19-0028, Environmental Assessment P-EA20-0005 ("collectively Permit") shall have no force or effect and no building permit shall be issued unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed. 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. 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.
5. 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).
6. 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.
7. Conditions. Each and every condition set forth in this Exhibit shall apply to the Project and continue to apply to the Project so long as the Permittee is operating the Project under the permits and approvals in this Resolution.
8. 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. (CA/P)

9. 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.
10. Permittee shall provide certificate of insurance and name City as an additional insured in its insurance policies for the Project.
11. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code.
12. 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.
13. Permittee is notified that references to State regulations, City ordinances, and any other documents or requirements shall mean the rules in effect at the time of building permit issuance. (E)
14. Minor Modifications: Any minor modifications to this Permit are subject to approval by the Planning Director.

SPECIAL CONDITIONS OF APPROVAL: PLANNING

15. The Permittee shall develop the approved project in conformance with the approved plans and color and materials board approved by the City Council on _____, 2020, in accordance with these Conditions of Approval and the attached Mitigation Monitoring and Reporting Program. (P)
16. Any deviation from the approved site plan, floor plans, 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 Permittee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Zoning Ordinance. (P)
17. The project approval shall become null and void if the project is not commenced within 18 months from the date of approval. Pursuant to Section 64.06 of the Zoning Code of the City of Milpitas, since the project requires the issuance of a building permit, the project shall not be deemed to have commenced until the date of the building permit is issued. (P)

18. Pursuant to Section 64.07 of the Zoning Code of the City of Milpitas, the owner or designee shall have the right to request an extension of the project if said request is made, filed and approved by the City Council prior to expiration dates set forth herein. (P)
19. Environmental: The project is subject to the Mitigation, Monitoring, and Reporting Program (MMRP) in the "1724 Sunnyhills Court Project" Initial Study/Mitigated Negative Declaration (IS/MND), dated September 2020. (P)
20. Park In-Lieu Fee: Prior to building permit issuance, the Permittee shall pay a park in-lieu fee in accordance with the applicable sections of the Milpitas Municipal Code. This fee will be calculated and confirmed at the time of building permit approval.
21. PJ Account: If at the time of application for building permit, there is a past due project job account balance owed to the City for recovery of review fees, review of permits will not be initiated until the balance is paid in full. (P)
22. Parking: The project shall include a minimum of 87 additional parking spaces onsite. (P)
23. Lighting: The Permittee shall submit details and elevations of all site lighting fixtures to the Planning Department for review and approval prior to issuance of a building permit. (P)
24. Signage: The applicant shall submit all required applications for new signage to the Planning Department for review and approval prior to issuance of a building permit. (P)
25. Landscape: All planter areas (including containerized planters) shall be serviced by a sprinkler or drip system. (P)
26. Landscape: All required landscaping, as approved on the final landscape plan, shall be replaced and continuously maintained as necessary to provide a permanent, attractive and effective appearance. (P)
27. Landscape: Prior to issuance of a certificate of occupancy, all required landscaping shall be installed on the site in accordance with approved plans. (P)
28. Landscape: All landscape planters adjacent to vehicle parking areas or travel lanes shall be contained by a full depth (6" above AC to bottom of structural section of adjacent paving) concrete curb. (P)
29. Mechanical Equipment: All mechanical equipment, ground transformers, and meters shall be located and screened to minimize visual impacts. All locations shall be subject to final review and approval by the Planning Department (P)
30. Rooftop Equipment: Rooftop mechanical equipment shall be concealed from street level views through roof design that is architecturally integrated with the building, such as equipment wells and parapets. (P)
31. ADA-Compliant Curb Ramps: The project applicant shall install ADA-compliant curb ramps at the existing north and south driveways.
32. Centerline Stripes: The project applicant shall install yellow centerline stripes at the 90-degree turns on the drive aisle in order to enhance safety of internal two-way traffic flow.

33. Striped Crosswalk: The project applicant shall install a striped crosswalk to provide safe crossing for pedestrians using the accessible parking spaces located on the eastern side of the proposed carports.
34. Loading Locations for Delivery Trucks: The project applicant shall indicate where loading locations for delivery trucks would occur on the site plan.
35. Color Palette: A color palette incorporating slightly different paint colors than the existing buildings with the Historic District shall be incorporated.
36. Horizontal Siding: Vertical pattern cement siding (i.e. "Hardie panel") shall be installed with a horizontal pattern in accordance with the recommendations in the historical report prepared for this project.
37. Playground and Open Space: The final design of the playground, including equipment and layout, and all open space areas shall be subject to review and approval by the Director of Planning and the Director of Building and Housing, or their assigned staff, prior to issuance of a building permit.

ENGINEERING CONDITIONS OF APPROVAL

SPECIAL CONDITIONS OF APPROVAL: DEPARTMENT OF ENGINEERING

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)

38. Modifications: The Site Development Plan dated XXXX is subject to change during the plan check stage based upon City's previous comments and conditions stated herein.
39. 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.
40. 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 evapotranspiration, for City's review and approval by the Engineering Department.
41. 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.
42. 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.

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)

43. 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. Americans with Disabilities Act (ADA) requirements, where applicable.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.

PRIOR TO BUILDING PERMIT ISSUANCE

The following conditions shall be addressed during the building plan check process and shall be met prior to any building permit issuance (except demolition permit and rough grade permit), unless otherwise approved by the Director of Engineering/City Engineer. (E)

49. Public Easement Dedication: Permittee shall dedicate Emergency Vehicle Access Easement and other public easements deemed necessary for the project.
50. Concurrent Off-site Plan Reviews: Permittee shall submit separate off-site improvement plans for City’s

review and approval by the Engineering Department.

51. Annexation to the Community Facilities District: Permittee shall submit an executed petition affirmatively consenting to annex the subject property to the Community Facilities District (CFD) 2005-1, and agree to pay the special taxes levied by the CFD 2005-1 for the purpose of maintaining the public services. The CFD annexation process shall be completed prior to building permit approval. Permittee shall comply with all rules, regulations, policies and practices established by the State Law and/or by the City with respect to the CFD including, without limitation, requirements for notice and disclosure to future owners and/or residents. This condition of approval is non-severable from the Permit and invalidation or limitation of this condition invalidates the Permit, condition 51 notwithstanding.
52. Easements on the Building Permit Plans: Permittee shall depict all existing easements to remain based upon current preliminary title report and depict new easements on applicable building permit plans.
53. 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.
54. 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.
55. 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 Department 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.
56. 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.
57. Development Fees: Permittee shall pay the following development fees. The information listed in items "a" through "f" are based upon current fee rates; however, those fee rates are subject to change. The exact fee amount shall be determined at the time of building permit fee payment. a) Storm water connection fee at \$16,771/acre for residential and \$21,562/acre for commercial. b) Water connection fee at \$1,164/unit for residential and \$5.97/gpd for commercial, based upon increased water usage. c) Sewer connection fee at \$1,406/unit for residential and \$8.52/gpd for commercial, based upon increased average wastewater flow. d) Wastewater Treatment Plant fee per MMC VIII, Chapter 2, Section 7.04. e) Calaveras Boulevard Widening Traffic Impact fee per Resolution No. 7894. f) 3.8% of applicable fees in accordance with City Resolution No. 8969 as Permitting Automation Fee.

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)

58. 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.
59. 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.
60. Construction Staging and Employee Parking: Permittee shall place all construction related materials, equipment, and arrange construction workers parking on-site and not located in the public right-of-way or public easements.
61. 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.

62. Completion of Public Improvements: Permittee shall complete all public improvements, including utility connections to existing public mains as shown on City approved plans.
63. Landscape Certificate of Completion: Permittee shall submit a Certificate of Substantial Completion that complies with the Milpitas Municipal Code Water Efficient Landscapes ordinance.
64. 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.
65. Private Job (PJ) Balance: Permittee shall pay for any remaining balance from the Private Job deposit.

FIRE DEPARTMENT CONDITIONS OF APPROVAL

The following notes are a general list of the applicable code requirements (2016) and are provided to assist with the project design. Please note that these are not all inclusive. All applicable Building, Fire and Municipal Code requirements must be met. Additional Fire Department comments may be provided with later construction submittals. Note, effective Jan. 01, 2020, the 2019 Edition of the CA Building and Fire codes will apply.

66. 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

67. Fire Department access (sheet C6). 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. The plans submitted appear to be in general conformance with the requirements listed below (a. – k.), detail review will be done during the construction permit process.

- a. For multi-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads. Section D106.1 of the 2016 Fire Code.
- b. 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. When there is a dead-end condition, means for fire apparatus turn-around shall be provided.
- c. 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.
- d. 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. CFC, Appendix D, Sections D103.1 adopted and amended by Milpitas Municipal Code. MMC V-300-2.142.

Townhome style buildings: 24 feet in width drive is acceptable, provided the structures above provides a continuous clear finish dimension of not less than 26 feet centered on the drive. Note, fire apparatus turning, and access requirements noted herein this document shall be met.

- e. Adjacent Access. No source of access from lands adjoining a property to be developed shall be considered unless there is obtained the irrevocable and unobstructed right to use same. CFC Section 503.7, added by MMC V-300-2.48
- f. 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 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 if specifications are needed. CFC Section 503.2.3
- g. Ground structures (including landscape) and building projections shall not encroach or impede the fire apparatus access requirements. CFC Section 503.4
- h. Emergency Vehicle Access (EVA) roads, when required, shall meet the fire department site access requirements specified herein this document. CFC Section 503
- i. No parking in 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.

- j. Fire Protection. 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). CFC Section 501.4
- k. 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.

68. Fire Protection Water Supply (hydrants, on-site and public), sheet C5.

- a. An approved water supply (hydrants on-site and 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. Fire flow reduction as noted in the Appendix B of the Fire Code is not permitted.
- b. Water System Calculations, sheet C5. 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
- c. The minimum water flow at the worst-case hydrant outlet within the private system shall be not less than 2,500 gpm.
- d. Sheet C5. 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
- e. Hydrant for automatic fire sprinkler and or 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

- f. There may be the need to add hydrant(s) at strategic locations to meet this requirement.
- g. 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
- h. 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. Provide stripping per CA Vehicle Code 22500.1. CFC Section 507.5.4.
- i. Sheet C5. There is a hydrant on the east side parking lot (east of bldg. F) with a parking stall in front of it. The proposed parking stall shall be removed, and the area stripped and stenciled “NO PARKING.”

69. Fire service water laterals for building sprinkler systems.

- a. 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, the utilities drawings provided are not reviewed nor approved for construction, detailed review will be done during the construction permit process. CFC Section 912.1
- b. The location of the FDC's/PIV's (fire department connection/post indicator valve) 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
- c. FDC/PIV 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
- d. 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
- e. Automatic fire sprinkler 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.

70. 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

71. 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 505The Fire Dept. may require the installation of address numbers at multiple building locations. CFC Section 102.9

72. All required addresses shall be illuminated. CFC Section 505.3, added by MMC V-300-2.52

73. Fire Dept. emergency Key Box (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 purposed. Quantify and location shall be as directed by the Fire Code Official. CFC Section 506 Locked mechanical closets, fire alarm closets, sprinkler riser closets, etc. will need a Fire Dept. approved lock or “Knox” key box.

74. Building/Structure Requirements.

- a. The buildings shall be provided with an automatic fire sprinkler system in conformance with the NFPA 13 or NFPA 13R Standards. System type will depend on the building/structure construction type analysis. California Fire Code Section 903.3
- b. 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. Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station. CFC Section 903.4.1
- d. Portable fire extinguishers shall be selected, installed and maintained in accordance with CFC Section 906.
- e. 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
- f. Group R-2. A fire alarm system and smoke alarms shall be installed in Group R-2 Occupancies as required in Sections 907.2.9.1 through 907.2.9.2. CFC Section 102.9
CFC Section 907.2.9.1 - Manual Fire Alarm System
CFC Section 907.2.9.2 - Smoke Alarm (in accordance with 907.2.11)
- g. 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 907.2.11.8 and the NFPA 72. CFC Section 907.2.11
- h. In Group R-2 required by Section 907 and/or by Section 102.9 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
- i. Fire alarm system(s) shall be zoned as per the requirements of the CFC Sections 907.6.3 and 907.6.4.
- j. Fire alarm panel (or fire alarm annunciator panel) shall be 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

- k. 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

- 75. 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
- 76. 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 DEPARTMENT CONDITIONS OF APPROVAL

General

Architectural

- 77. Applicable codes shall be 2019 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 2020 Milpitas Municipal Code (MMC).
- 78. 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.
- 79. Commercial portion of the building shall meet LEED Silver threshold per MMC sec. II-20-3.01.
- 80. 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.
- 81. Applicant shall apply for new building addresses prior to submitting for a building permit.
- 82. Apartment/Condominium building shall be classified as Group R2 Occupancy per CBC sec. 310.
- 83. 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.
- 84. Allowable building area for the building shall be as per CBC Table 506.2.
- 85. The maximum area of protected and unprotected openings in exterior walls shall comply with CBC sec. 705.8.
- 86. 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.
- 87. 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.
- 88. In the dwelling units, provide carbon monoxide detectors and smoke detectors per CBC sec. 915 and 907.2.11.

89. 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.
90. Roofing material shall be as per CBC Table 1505.1.
91. Exterior openings required for natural light shall open directly onto a public way, yard or court as set forth in CBC sec. 1205.1.
92. 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.
93. 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.
94. 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.
95. Short and long term bicycle parking and clean air vehicles parking shall be provided in the non-residential portion of the project per CalGreen sec. 5.106.4 and 5.106.5.2.
96. 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.
97. 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.
98. The buildings shall comply with solar ready requirements per CEnC 110.10.
99. No mechanical duct shall penetrate exterior walls unless approved by Planning Department.
100. 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

101. Provide site accessibility plan.
102. Group U private garages, which are accessory to covered multifamily dwelling units shall be accessible as required in CBC sec. 1109A.

103. 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.
104. Each type of parking shall be accessible as per CBC sec. 1009A.3 and 1009A.4.
105. 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.
106. 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.
107. Accessible parking spaces shall be dispersed and located closest to the accessible entrances and elevators per CBC per sec.1009A.7.
108. Accessible parking spaces shall be located so that persons with disabilities is not compelled to walk or wheel behind parked cars other than their own as per sec. 1109A.7.
109. 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.
110. 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.
111. 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.
112. 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.
113. All primary entrances and required exit doors to building and facilities shall be accessible to people with disabilities per CBC, sec. 1117A.2.
114. 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. 1109A.8.1.
115. 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.
116. Bathing and toilet facilities within covered multifamily dwelling units shall comply with CBC sec. 1134A.
117. Provide maneuvering clearance at all interior doors per CBC sec. 1132A.5 and at entrance doors and exit doors per CBC sec. 1126A.3.
118. Kitchens within covered multifamily dwelling units shall comply with CBC sec. 1133A.

119. 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.
120. Multistory dwelling units without elevator shall comply with CBC sec. 1102A.3.1.

Public and Common Area

121. 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.
122. 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

123. Storm drain and sanitary sewer system shall be gravity system without use of mechanical device.
124. 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.
125. A soil report shall be provided when applying for grading, site improvement and building permit.
126. Paving of driveways and parking lot shall comply with MMC sec. II-13-18.
127. All non-structural concrete flat work shall be as per MMC sec. II-13-17.05.
128. Erosion and sediment control plan shall be submitted when applying for grading permit as per MMC sec. II-13-10.
129. 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

130. All new electrical services shall be underground per MMC sec. II-6-2.02.
131. The building main services disconnect shall be located on the first floor level of the building per MMC sec. II-6-2.03.
132. Grounding system shall comply with MMC sec. II-6-2.04.

Structural

133. 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.

Project Specific

134. Building permits submitted after January 1, 2020 shall be subject to 2019 California Codes of Regulations and 2020 Milpitas Municipal Code.
135. The parking count requires 1 van accessible Leasing/Guest and 1 van accessible residential parking, which shall be provided with 8' access aisle on the passenger side and 1 van accessible future EV Leasing/Guest which requires 12' parking stall with 5' access aisle on the passenger side. In addition, 1 standard accessible residential parking with 5' access aisle on either side of the accessible parking is required. The current parking layout does not show compliance. The final parking layout shall be revised to comply for building permit submittal.
136. A min. 10% of the total residential parking provided shall be facilitated for future EV installation.

HOUSING CONDITIONS OF APPROVAL

137. Modify the language on Sheet 1 – Architectural Site Plan to indicate Extremely Low Income instead of below market rate
138. Prior to building permit issuance, the developer shall execute an agreement imposing appropriate rental restrictions on the affordable units will be required.

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.

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

1724 Sunnyhills Court

Project Narrative

The proposed Project shall apply for a [Site Development Permit](#) to add 44 new apartment units to the existing 171 units over a 12.66-acre site; demolish an existing leasing/community building & maintenance sheds; remove 31 trees; construct a new leasing building with residential laundry facility; add 86 parking spaces; add a new drive that connects to an existing drive; adjust the existing Sunnyhills Court “bulb” in front of new leasing/community building; and improve various existing common open spaces to offer residents more amenities in effort to offset the reduction of the central open space. The architectural style of the proposed structures shall follow that of the existing structures so as to blend in seamlessly.

This Project shall also apply for a [Tree Removal Permit](#) to removal 31 trees on site.

Out of the 44 new units, 15% (or 7 units) shall be extremely low income (30% AMI). Three of the units shall be one-bedroom, and four shall be two-bedroom. All 7 units shall be built concurrently with the market-rate units. Due to the offering of affordable housing, the Project is entitled to incentives under the State Density Bonus Law. One incentive requested is as follow:

- *Parking Quantity:* City’s R3 zoning standards require 1.5 cars for each one-bedroom unit and 2.0 cars for each two-bedroom unit. A total of 81 parking stalls are therefore required for the residents, and the Project meets this standard. In addition to the 81 stalls, City also requires 15% of those to be guest parking, which is another 13 stalls. The Project only provides 5 guest stalls (which will also be used as leasing office parking). However, under Affordable Housing State Law, no guest parking is required.

This Project shall have two other deviations from City’s R3 zoning standards, as follows. The existing development was originally approved with a Planned Unit Development Permit. Therefore, a [Planned Unit Development Amendment](#) is required to cover these deviations.

- *Parking Stall Dimensions at Building F on the East Side:* At Building F, applicant provides parking stalls at a dimension of 9 feet by 18 feet, similar to all other parking stalls throughout the site. Applicant interprets the tuck-under garage as an open carport, because (a) more than 4 stalls are connected in a row; (b) stalls are not privately separated with walls; (c) stalls are not secured with garage doors; and (d) stalls are not connected to a particular unit directly above (like those commonly found in a townhouse product). However, Planning staff deems those stalls as “Individual Garages” per Subsection XI-10.53.13(B)(1) of Zoning Code—like those in a townhouse—which requires the stalls to be 10 feet by 20 feet, a slightly larger dimension.
- *Private Open Space:* City’s R3 zoning standard requires a minimum of 200 square feet of private open space per unit. However, only 9 out of the 44 new units shall meet such standard. By studying the behavior of the residents in the existing 171 units, applicant believes that the residents actually prefer using the common open spaces for outdoor activities, rather than their individual back yards. And there are abundant common open spaces provided throughout the site.

The [Planned Unit Development Amendment](#) is also required for amending the originally-approved PUD site plan to remove the existing common area so that the 44 units can be accommodated.

SUNNYHILLS

44 UNIT ADDITION TO EXISTING APARTMENT PROJECT

1724 SUNNYHILLS COURT

Project Directory

Owner
Sunnyhills Investors LLC
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Sunnyvale, CA 94086
Anthony Ho
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Civil Engineer
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Oakland, CA 94607
Bruce Davis
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Landscape Architect
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Fremont, CA 94536
Jay Isaacson
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VICINTY MAP

Project Scope

Addition of 44 new apartment units to an existing 171 apartment project, along with removing 31 trees, demolishing an existing leasing/community building & maintenance sheds, constructing a new leasing building with residential laundry facility, adding 86 parking spaces, adding a new drive to connect to an existing drive aisle for firetruck loop road and adjusting the existing Sunnyhills Court "bulb" in front of new leasing/community building.

Project Data

Address: 1651-1841 Sunnyhills Court

APN: 26-06-009

Site Area: 12.66 ac (net)

General Plan (no change): Multi-Family Residential High Density (MFH)

Zoning (no change): R3, PUD

Density Allowed: 12-20 u/a; up to 40 u/a with PUD

Density Existing: 13.5 u/a

Density Proposed: 17 u/a

Number of Units Existing: 171
Number of Units Proposed to Add: 44 (20 first floor accessible via elevator in Building F & 10% at Buildings A-E)
Number of Below-Market-Rate Units Out of the 44 units added: (3) One-Bedroom Units & (4) Two-Bedroom Units
Extremely Low Income (30% AMI)

Front (North) Yard Setback Existing: 18'-0"
Front (North) Yard Setback Proposed: N/A
Side (East and West) Yard Setback Existing: 10' & 10'-6"
Side (East and West) Yard Setback Proposed: 5'-0" at Carports and 50'-0" at Building F walkway
Rear (South) Yard Setback Existing: 20'-0"
Rear (South) Yard Setback Proposed: 39'-3"

Building Height Existing: 26' (1 and 2-story)
Building Height Proposed: 26' (for 1- and 2-story); 35'-0" (for 3-story)

Private Open Space Existing: under 200 sf/unit
Private Open Space Proposed: 9 units at minimum 200 sf/unit; 35 units under 200 sf/unit (See Sheet 4.5)

Landscaped/Recreational Open Space Existing: 69% of total lot area exclusive of paved parking area (See Sheet 4.4b)
Landscaped/Recreational Open Space Proposed: 62% of total lot area exclusive of paved parking area (See Sheet 4.4b)

Vehicular Parking Existing: 173 covered; 86 uncovered
New Residential Vehicle Parking Required for Residents = (14) one bedroom x 1.5 + (30) two bedroom x 2.0 = 81 spaces
New Residential Vehicle Parking Required for Guests = 81 cars x 15% = 13 spaces
New Leasing Office Vehicle Parking Required = 482 sf x 1 car/250 sf = 2 spaces (shared w/ Guests) (1 Van, 1 Standard)
Proposed Vehicular Parking = 80 covered + 6 uncovered = 86 spaces
Proposed Residential Accessible (based on 2% assigned to 81 spaces) = 2 spaces (1 Van, 1 Standard)
Proposed Residential EVCS for Future Installation (based on 3% of 81 spaces) = 3 spaces (1 Van, 2 Standard)
Proposed Leasing Office/ Guest EVCS for Future Installation = 1 space (1 Van)

New Bicycle Parking = 5% of total required parking = 4 bicycle spaces added

Construction Type: VB (1 and 2 story) and VA (3 story)
Occupancy Type: R-2 at Residential / S-2 at Building F/U Carports
All California Building Codes and City of Milpitas Ordinances
All New Construction will have Fire Sprinklers per NFPA 13, CFC Section 903.3 & City of Milpitas Requirements

Building Square Footage:		1 BEDROOMS (one story)	2 BEDROOMS (two story)
Residential:	3 Plex = 2,089 x 1 = 2,089 sf	2	1
	4 Plex = 3,017 x 2 = 6,034 sf	2 (x2)	2(x2)
	6 Plex = 4,873 x 1 = 4,873 sf	2	4
	7 Plex = 5,801 x 1 = 5,801 sf	2	5
	20 Plex = 30,386 x 1 = 30,386 sf	4	16
	Subtotal = 49,183 sf	14	30
Leasing / Community	= 1,791 sf		
Grand Total	= 50,974 sf		

SUNNYHILLS INVESTORS, LLC
100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
Milpitas - California

Date: SEPT. 2018	Drawing Title:
Scale:	COVER SHEET
Revisions:	Sheet No:
JULY 2019	0
October 2019	
March 2020	
April 2020	

LPMD
Architects
1288 Kifer Road, Suite 206
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CODE SUMMARY

CODE SECTION	CLASSIFICATION OF BUILDINGS BASED ON CBC 2016	
TYPE V-A	CBC TB 506.2	
ALLOWABLE SQUARE FOOTAGE		
R2		
ALLOWABLE AREA AT : (CBC TB 506.2)	36,000 SF	S WITHOUT HEIGHT INCREASE
ALLOWABLE HT.: (CBC TB 504.3)	70'	S WITHOUT AREA INCREASE
ALLOWABLE STORY: (CBC TB 504.4)	4	S WITHOUT AREA INCREASE
TYPE V-B	CBC TB 506.2	
ALLOWABLE SQUARE FOOTAGE		
R2		
ALLOWABLE AREA AT : (CBC TB 506.2)	21,000 SF	S WITHOUT HEIGHT INCREASE
ALLOWABLE HT.: (CBC TB 504.3)	60'	S WITHOUT AREA INCREASE
ALLOWABLE STORY: (CBC TB 504.4)	3	S WITHOUT AREA INCREASE
USE & OCCUPANCY CALCIFICATION		
303.4	LOUNGE & COMMUNITY ROOMS	A-3
304.1	LEASING OFFICE	B
310.4	RESIDENTIAL	R-2
312.1	CAR PORTS	U

AREA CALCS.	
BUILDING A [R-2]:	TYPE VB
FIRST FLOOR	1,613.6 SF
SECOND FLOOR	476 SF
TOTAL	2,089.6 SF
BUILDING B [R-2]:	TYPE VB
FIRST FLOOR	3,413.6 SF
SECOND FLOOR	2,388.6 SF
TOTAL	5,802.1 SF
BUILDING C [R-2]:	TYPE VB
FIRST FLOOR	2,063.7 SF
SECOND FLOOR	952 SF
TOTAL	3,015.7 SF
BUILDING D [R-2]:	TYPE VB
FIRST FLOOR	2,063.7 SF
SECOND FLOOR	952 SF
TOTAL	3,015.7 SF
BUILDING E [R-2]:	TYPE VB
FIRST FLOOR	2,963.6 SF
SECOND FLOOR	1,810.4 SF
TOTAL	4,774 SF
BUILDING F [R-2]:	TYPE VA
FIRST FLOOR	
STORAGE	5,683 SF
COVERED	
PARKING [S-2]	7,530.4 SF
SECOND FLOOR	9,527.2 SF
THIRD FLOOR	7,643.8 SF
TOTAL	30,386.4 SF
LEASING [B, A-3, S]:	TYPE VB
FIRST FLOOR	
BUSINESS	949 SF 53%
ASSEMBLY	589.4 SF 33%
STORAGE	252 SF 14%
TOTAL	1,791.4 SF
CARPORTS (U LESS THAN 3,000 SF)	

MIXED USE AND OCCUPANCIES

ACCESSORY OCCUPANCIES ARE THOSE OCCUPANCIES THAT ARE ANCILLARY TO THE MAIN OCCUPANCY OF THE BUILDING OR PORTION THEREOF.

AGGREGATE ACCESSORY OCCU. SHALL NOT OCCUPY MORE THAN 10% OF THE FLOOR AREA OF THE STORY AND SHALL NOT EXCEED THE TABULAR VALUES FOR NON-SPRINKLERED BLDGS. IN TB 506.2 FOR EACH SUCH ACCESSORY OCCUPANCY.

SEPARATED OCCUPANCIES

IN EACH STORY, THE BLDG. AREA SHALL BE SUCH THAT THE SUM OF THE RATIOS OF THE ACTUAL BLDG. AREA OF EACH SEPARATED OCCU. DIVIDED BY THE ALLOWABLE BLDG. AREA OF EACH SEPARATED OCCU. SHALL NOT EXCEED 1.

INCIDENTAL USES

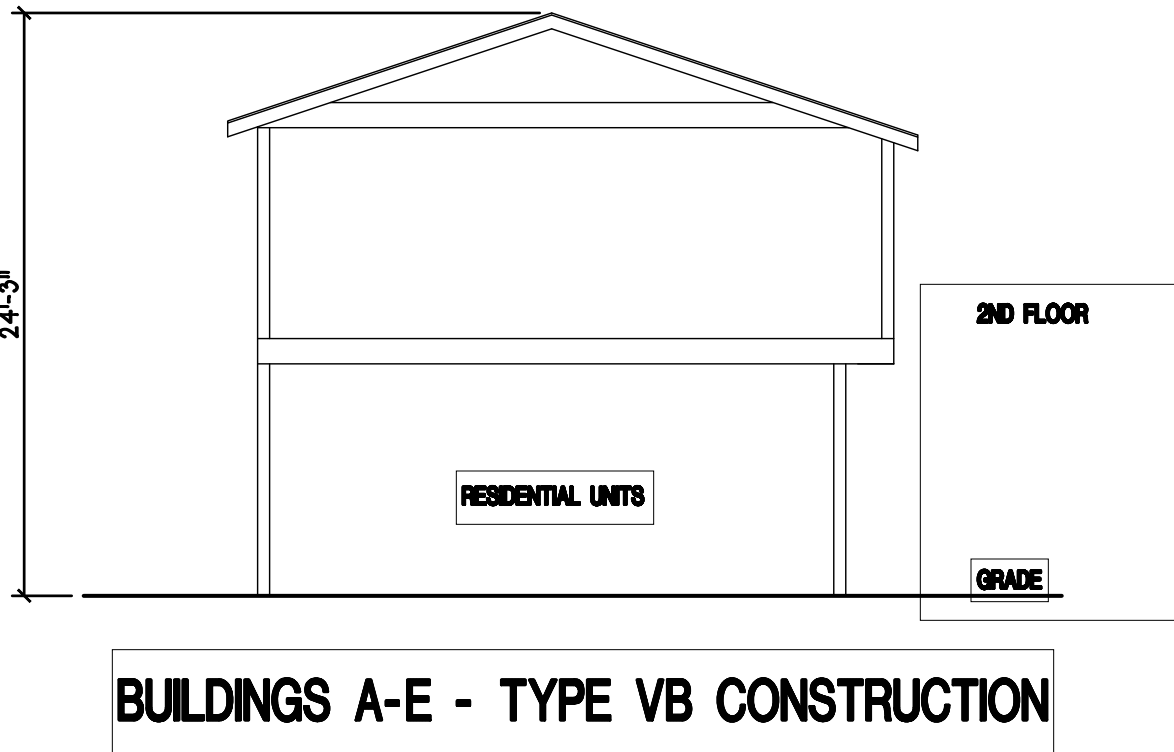
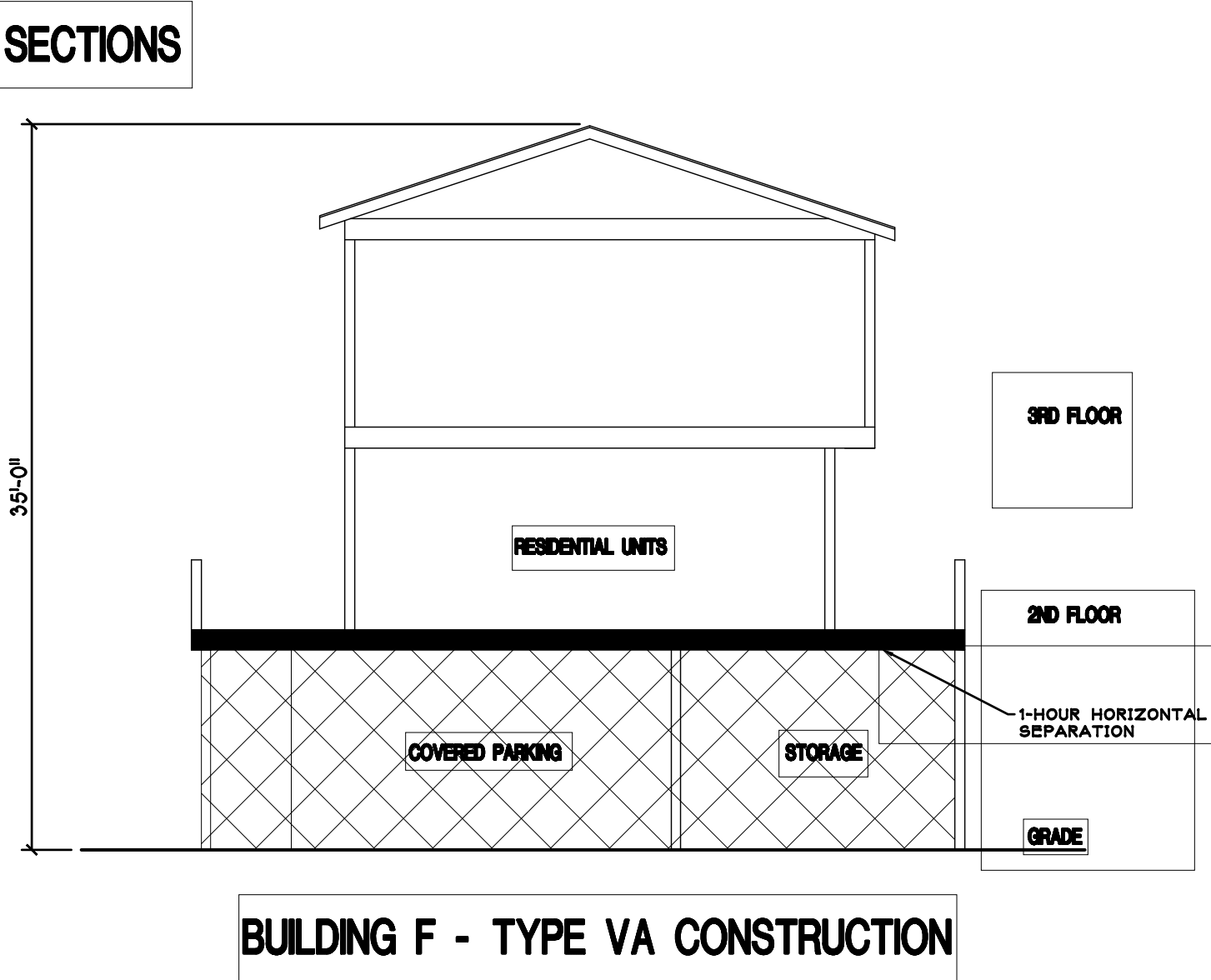
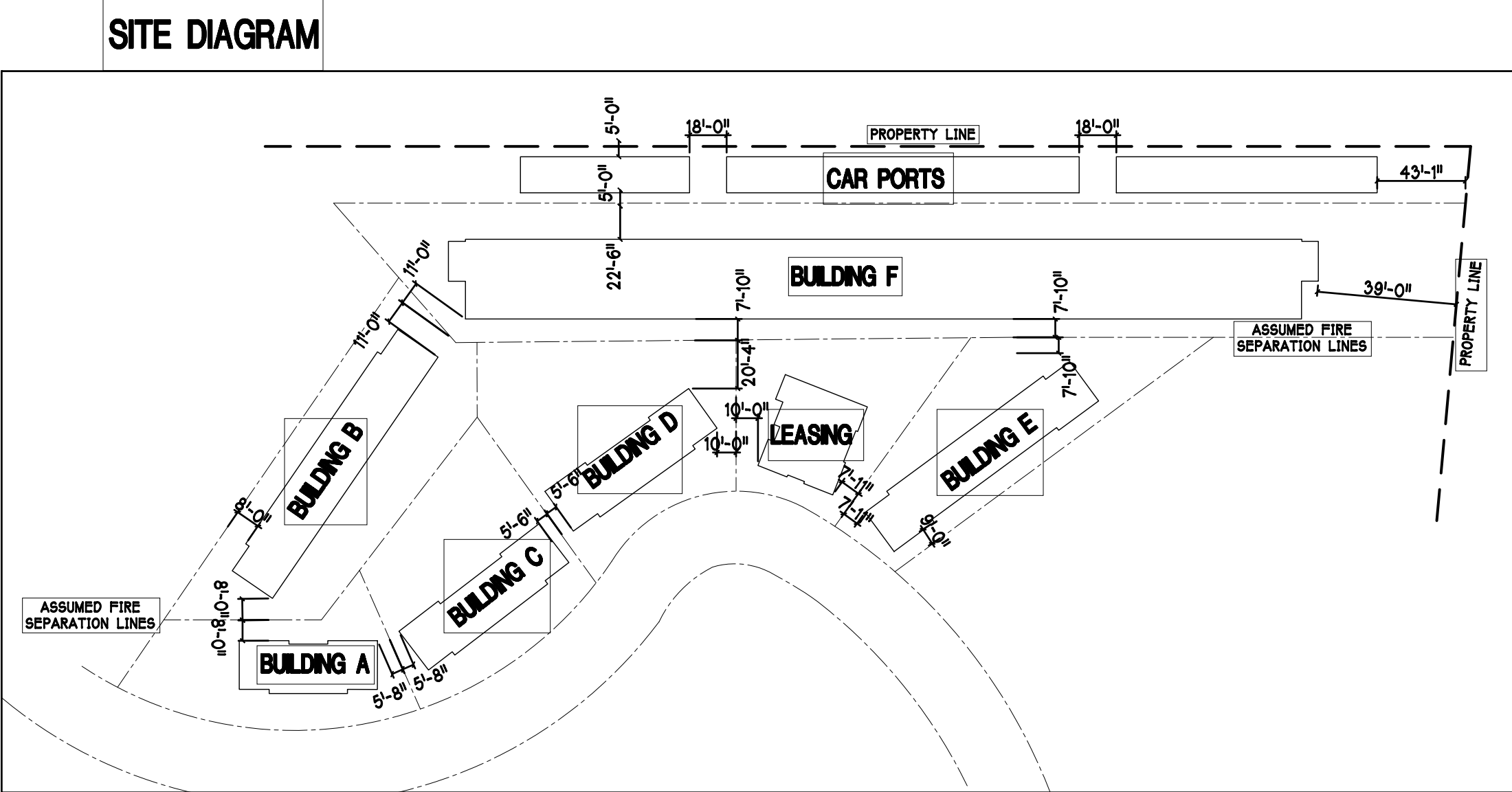
INCIDENTAL USES SHALL NOT OCCUPY MORE THAN 10% OF THE BUILDING AREA OF THE STORY IN WHICH THEY ARE LOCATED.

HORIZONTAL SEPARATION

HORIZONTAL BUILDING SEPARATION ALLOWANCE

A BUILDING SHALL BE CONSIDERED AS SEPARATE AND DISTINCT BUILDING FOR THE PURPOSE OF DETERMINING AREA LIMITATIONS, CONTINUITY OF FIRE WALLS, LIMITATION OF NUMBER OF STORIES AND TYPE OF CONSTRUCTION WHERE ALL OF THE FOLLOWING CONDITIONS ARE MET:

1. THE BUILDINGS ARE SEPARATED WITH A HORIZONTAL ASSEMBLY HAVING A FIRE-RESISTANCE RATING OF NOT LESS THAN 3 HOURS.
2. THE BUILDING BELOW THE HORIZONTAL ASSEMBLY IS TYPE I-A CONSTRUCTION.
3. SHAFT, STAIRWAY, RAMP AND ESCALATOR ENCLOSURE THROUGH THE HORIZONTAL ASSEMBLY SHALL HAVE NOT LESS THAN A 2-HOUR FIRE-RESISTANCE RATING WITH OPENING PROTECTIVE IN ACCORDANCE WITH SECTION 716.5.
4. THE BUILDINGS OR BUILDINGS ABOVE THE HORIZONTAL ASSEMBLY SHALL BE PERMITTED TO HAVE MULTIPLE GROUP A OCCUPANCY USES, EACH WITH AN OCCUPANT LOAD OF LESS THAN 300, OR GROUP B, M, R OR S OCCUPANCIES.
5. THE BUILDING BELOW THE HORIZONTAL ASSEMBLY SHALL BE PROTECTED THROUGHOUT BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE W/ SECTION 903.3.1.1. AND SHALL BE PERMITTED TO BE ANY OCCUPANCY ALLOWED BY THIS CODE(CBC 2016) EXCEPT GROUP H.
6. THE MAX. BUILDING HEIGHT IN FEET SHALL NOT EXCEED THE LIMIT SET FORTH IN SECTION 504.3 FOR THE BUILDING HAVING THE SMALLER ALLOWABLE HEIGHT AS MEASURED FROM THE GRADE PLANE.



	PLAN	SECTION
CARPOT		
BUILDING FACE		
SAWCUT AND CONFORM LINE		
RETAINING WALL		
KEYSTONE WALL		
A.C. PAVEMENT		
CONC. VALLEY GUTTER		
CONC. SIDEWALK OR PAD		
6" CURB & GUTTER		
EDGE OF A.C. PAVEMENT		
6" VERTICAL CURB		
CENTER LINE		
SANITARY SEWER MAIN		
STORM DRAIN MAIN		
PERFORATED PIPE		
WATER MAIN		
FIRE WATER MAIN		
DOMESTIC WATER MAIN		
IRRIGATION LINE		
TRENCH DRAIN		
FLOW LINE		
WOOD FENCE		
CHAIN LINK FENCE		
GAS MAIN		
ELECTRIC AND SIGNAL DUCT BANK		
OVERHEAD ELECTRIC LINE		
UNDERGROUND ELECTRIC LINE		
STREET LIGHT CONDUIT		
CONTOUR ELEVATION LINE		
SPOT ELEVATION		
DIRECTION OF SLOPE		
SURVEY CONTROL POINT		
GAS METER		
GAS VALVE		
WATER METER		
WATER VALVE		
FIRE HYDRANT		
BACK FLOW PREVENTOR		
POST INDICATOR VALVE		
FIRE DEPARTMENT CONNECTION		
WATER LINE TEE		
CAP AND PLUG END		
SIGN		
ACCESSIBLE RAMP		
CONCRETE THRUST BLOCK		
REDUCER		
MISCELLANEOUS CLEANOUT		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT		
STORM DRAIN MANHOLE		
STORM DRAIN AREA DRAIN		
STORM DRAIN CATCH BASIN		
STORM DRAIN CURB INLET		
STORM DRAIN CLEANOUT		
ELECTROLUER		
JOINT POLE		
ELECTRIC VAULT / PULLBOX		
STREET LIGHT PULLBOX		
TREE WITH DRIPLINE, SIZE AS INDICATED		

AB	-	AGGREGATE BASE
AC	-	ASPHALT CONCRETE
AD	-	AREA DRAIN
ADA	-	AMERICANS WITH DISABILITIES
ACT	-	
ASB	-	AGGREGATE SUBBASE
BC	-	BEGINNING OF CURVE
BFP	-	BEGIN FLOW PREVENTOR
BLDC	-	BUILDING CORNER
BLDG	-	BUILDING
BLDL	-	BUILDING LINE
BNCH	-	BENCH
BOD	-	BOTTOM OF DOCK
BOL	-	BOLLARD
BO	-	BOTTOM OF STEP
BOW	-	BOG @ BOTTOM OF WALL
BS	-	BOTTOM OF STAIR
BVC	-	BEGIN VERTICAL CURVE
BW	-	BACK OF WALK
C	-	CONCRETE OR CIVIL
C&G	-	CURB AND GUTTER
CATV	-	CABLE TELEVISION PULLBOX
CB	-	CATCH BASIN
CHKSH	-	SURVEY CHECK SHOT
CH	-	CHUCK INLET
CIP	-	CAST IRON PIPE
CL	-	CENTER LINE OR CLASS
CLF	-	CHAIN LINK FENCE
CMP	-	CORRUGATED METAL PIPE
CNPT	-	SURVEY CONTROL POINT
CO	-	CLEANOUT
COM-PB	-	COMMUNICATIONS PULLBOX
CONC	-	CONCRETE
CONST	-	CONSTRUCTION OR
CY	-	CUBIC YARD
DCDA	-	DOUBLE CHECK DETECTOR
ASSEMBLY	-	
D	-	DROP INLET
DIP	-	DUCTILE IRON PIPE
DOM	-	DOMESTIC
DW	-	DOMESTIC WATER
DWG	-	DRAWING
E	-	EAST
EC	-	END OF CURVE
ELEV	-	ELEVATION
EP	-	EDGE OF PAVEMENT
EPB	-	ELECTRICAL PULLBOX
ER	-	END OF RETURN
EVC	-	END VERTICAL CURVE
EX	-	EXISTING
FC	-	FACE OF CURB
FDC	-	FACE DEPARTMENT
CONCRECTION	-	
FF	-	FINISHED FLOOR
FG	-	FINISHED GRADE
FH	-	FIRE HYDRANT
FH	-	FIRE HYDRANT
FL	-	FLOW LINE
FOUND	-	FOUNDATION
FS	-	FINISHED SURFACE
FT	-	FOOT
FW	-	FIRE WATER
G	-	GROUND ELEVATION
GB	-	GRADE BREAK
GM	-	GAS METER
GV	-	GAS VALVE
HCR	-	ACCESSIBLE RAMP
HP	-	HIGH POINT
INV	-	INVERT ELEVATION
IRR ENVV	-	IRRIGATION EQUIPMENT
ENVELOPE	-	
JP	-	JOINT POLE
JT	-	JOINT TRENCH
LIP	-	LIP OF GUTTER
LUP	-	LOW POINT
LSA	-	LANDSCAPE ARCHITECT
MAX	-	MAXIMUM
MEP	-	
MECHANICAL/ELECTRICAL/PLUMBING	-	
MH	-	MANHOLE
MINKU	-	MINIMUM
MISC-CO	-	MISCELLANEOUS CLEANOUT
MISC-PB	-	MISCELLANEOUS PULLBOX
MLBX	-	MAILBOX
MON	-	MONUMENT
MOW	-	CONCRETE MOW BAND
MPVC	-	MIDPOINT OF VERTICAL
CURVE	-	
N	-	NOT
N.I.C.	-	NOT IN CONTRACT
NUMBER	-	
NTS	-	NOT TO SCALE
OH	-	BUILDING OVERHANG
P	-	PAVEMENT ELEVATION
PCC	-	PORTLAND CEMENT
CONCRETE / POINT OF	-	
CONTINUOUS CURVATURE	-	
PIV PL	-	POST INDICATOR VALVE
PL	-	PROPERTY LINE
PMH	-	POWER MANHOLE
PNL	-	ELECTRIC PANEL
POC	-	POINT ON CURVE
PP	-	POWER POLE
PRC	-	POINT OF REVERSE
CURVATURE	-	
PVC R	-	POLYVINYL CHLORIDE PIPE
R	-	RADIUS
R/W	-	RIGHT OF WAY
RC	-	RELATIVE COMPACTION
RP	-	REINFORCED CONCRETE PIPE
RPPA	-	REDUCED PRESSURE
PRINCIPLE ASSEMBLY	-	
S	-	SLOPE, OR SOUTH

DIXON ROAD

SUNNYHILLS CT.

C-1
C-1.1
C-2
C-3
C-4
C-5
C-6
C-6.1
C-7

$$1''=110'$$

S.A.A. — SEE ARCHITECTURAL DRAWINGS
S.E.D. — SEE ELECTRICAL DRAWINGS
S.L.D. — SEE LANDSCAPE DRAWINGS
S.M.D. — SEE MECHANICAL DRAWINGS
S.P.D. — SEE PLUMBING DRAWINGS
S/W — SIDEWALK
SB — SEDIMENT BASIN
SD — STORM DRAIN
SDMH — STORM DRAIN MANHOLE
SF — SILT FENCE
SG — SUBGRADE
SMH — SIGNAL MANHOLE
SS — SANITARY SEWER
STA — STATION
STD — STANDARD
STL-S — SINGLE-ARM STREET LIGHT
STPB — STREET LIGHT PULLBOX
SW — SIDEWALK
TC — TOP OF CURB
TOCB — TOP OF CURB AT CATCH BASIN
TD — TRENCH DRAIN
TH — THRESHOLD
TOD — TOP OF DOCK
TOE — TOE OF SLOPE
TOS — TOP OF STAIR
TOW — FG @ TOP OF WALL
TYP — TYPICAL
U/G — UNDERGROUND
UON — UNLESS OTHERWISE NOTED
VC — VERTICAL CURVE
W — WEST
W/ — WITH
WF — WOOD FENCE
WM — WATER METER
WV — WATER VALVE
WWF — WELDED WIRE FABRIC

IF THERE ARE ANY DISCREPANCIES BETWEEN DIMENSIONS IN DRAWINGS AND EXISTING CONDITIONS WHICH WILL AFFECT THE WORK, THE CONTRACTOR SHALL BRING SUCH DISCREPANCIES TO THE ATTENTION OF THE ENGINEER FOR ADJUSTMENT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FITTING OF ALL WORK AND FOR THE COORDINATION OF ALL TRADES, SUBCONTRACTORS, AND PERSONS ENGAGED UPON THIS CONTRACT.

THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

1. ALL SITE WORK SHALL BE IN CONFORMANCE WITH TITLE 24 OF THE CALIFORNIA ADMINISTRATIVE CODE AND WITH THE AMERICANS WITH DISABILITIES ACT.
2. CURB RAMPS SHALL NOT EXCEED A SLOPE OF 1:12 (8.33%).
3. PATH OF TRAVEL TO BUILDINGS SHALL NOT EXCEED A SLOPE OF 1:20 (5%) UNLESS RAILINGS ARE SHOWN ON ARCHITECTURAL PLANS, IN WHICH CASE THE SLOPE SHALL NOT EXCEED 1:12 (8.33%).
4. A 2% MAXIMUM SLOPE LANDING SHALL BE PROVIDED AT PRIMARY ENTRANCES TO BUILDINGS, THE LANDINGS SHALL HAVE A MINIMUM WIDTH OF 60" AND A MINIMUM DEPTH OF 60" WHEN THE DOOR OPENS INTO THE BUILDING, AND 42" PLUS THE WIDTH OF THE DOOR WHEN THE DOOR OPEN ONTO THE LANDING.
5. RAMPS ARE DEFINED AS ANY WALKWAY BETWEEN SLOPES OF 1:20 (5%) AND 1:12 (8.33%), AND SHALL HAVE A MINIMUM WIDTH OF 48" AND A MAXIMUM CROSS-SLOPE OF 2%. RAMPS EXCEEDING 2'-6" VERTICAL SHALL HAVE INTERMEDIATE (2% MAXIMUM SLOPE) LANDINGS HAVING A MINIMUM LENGTH IN THE DIRECTION OF TRAVEL OF 60". BOTTOM LANDINGS AT CHANGES IN RAMP DIRECTION SHALL HAVE A MINIMUM LENGTH OF 72".
6. MAXIMUM CROSS SLOPE ON ANY SIDEWALK OR RAMP SHALL BE 2% MAXIMUM. MAXIMUM SLOPE WITHIN PARKING STALLS DESIGNATED AS ACCESSIBLE. PARKING SHALL BE 2% IN ANY DIRECTION.
7. ALL SIDEWALK SHALL HAVE A 4' MINIMUM CLEAR WIDTH FOR ACCESSIBLE CONFORMANCE.

1. THE PROPOSED 10-YEAR PEAK FLOW RATE FOR THE PROJECT SHALL NOT EXCEED THE EXISTING PEAK FLOW RATE

1. ALL OFF-SITE CONSTRUCTION MATERIAL AND METHODS SHALL COMPLY WITH THE LATEST EDITION OF THE CITY OF MULPITAS STANDARD PLANS & SPECIFICATIONS AND THE LATEST CALTRANS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL LEAVE AN EMERGENCY PHONE NUMBER WITH THE POLICE AND FIRE DEPARTMENTS.
3. CONTRACTOR SHALL POST ON THE SITE, EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS.
4. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY UNLESS AN EXCAVATION PERMIT SPECIFIES OTHERWISE.
5. UTILITIES AND UNDERGROUND FACILITIES INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE CITY NOR THE DESIGN PROFESSIONAL ASSUMES RESPONSIBILITY THAT THE UTILITIES AND UNDERGROUND FACILITIES INDICATED WILL BE THE UTILITIES AND UNDERGROUND FACILITIES ENCOUNTERED.
6. CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT U.S.A. 800-227-2600 FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK TO HAVE THE LOCATION OF EXISTING UNDERGROUND UTILITIES MARKED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, LOCATE, AND PROTECT ALL UNDERGROUND FACILITIES.
7. THE CONTRACTOR SHALL HIRE A STREET CLEANING CONTRACTOR TO CLEAN UP DIRT AND DEBRIS FROM CITY STREETS THAT ARE ATTRIBUTABLE TO THE DEVELOPMENT'S CONSTRUCTION ACTIVITIES.
8. ALL GRADING SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MAINTENANCE DISTRICT FOR AIRBORNE PARTICULATES (DUST).
9. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREON OR ATTACHED HERETO, ALL GRADING WORK SHALL BE OBSERVED AND APPROVED BY THE SOILS ENGINEER, THE SOILS ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REDONE AT THE CONTRACTOR'S EXPENSE.
10. ALL MATERIALS, REQUIRED FOR THE COMPLETE EXECUTION OF THE PROJECT, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
11. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY DURING THE CONSTRUCTION PERIOD.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY EXISTING IMPROVEMENTS OF UNDERGROUND FACILITIES DAMAGED DURING THE CONSTRUCTION PERIOD.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ENCROACHMENT, EXCAVATION, CONCRETE, ELECTRICAL, PLUMBING, ETC. PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION FOR ANY WORK.
14. THE CONTRACTOR SHALL HAVE A SUPERINTENDENT OR REPRESENTATIVE ON SITE AT ALL TIMES DURING CONSTRUCTION.
15. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT ON CITY STREETS WILL NOT BE PERMITTED.
16. CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MUFFLED. UNNECESSARY IDLING OF GRADING CONSTRUCTION EQUIPMENT IS PROHIBITED.
17. CONSTRUCTION EQUIPMENT, TOOLS, ETC. SHALL NOT BE CLEANED OR RINSED INTO A STREET, GUTTER OR STORM DRAIN.
18. A CONTAINED AND COVERED AREA ON-SITE SHALL BE USED FOR STORAGE OF CEMENT BAGS, PAINTS, FLAMMABLE, OILS, FERTILIZERS, PESTICIDES, OR ANY OTHER MATERIALS THAT HAVE POTENTIAL FOR BEING DISCHARGED TO THE STORM DRAIN SYSTEM BY WIND OR IN THE EVENT OF A MATERIAL SPILL.
19. ALL CONSTRUCTION DEBRIS SHALL BE GATHERED ON A REGULAR BASIS AND PLACED IN A DUMPSTER WHICH IS EMPTIED OR REMOVED WEEKLY. WHEN FEASIBLE, TARPS SHALL BE USED ON THE GROUND TO COLLECT FALLEN DEBRIS OR SPLATTERS THAT COULD CONTRIBUTE TO STORMWATER POLLUTION.
20. ANY TEMPORARY ON-SITE CONSTRUCTION PILES SHALL BE SECURELY COVERED WITH A TARP OR OTHER DEVICE TO CONTAIN DEBRIS.
21. CONCRETE TRUCKS AND CONCRETE FINISHING OPERATIONS SHALL NOT DISCHARGE WASH WATER INTO THE STREET GUTTERS OR DRAINS.

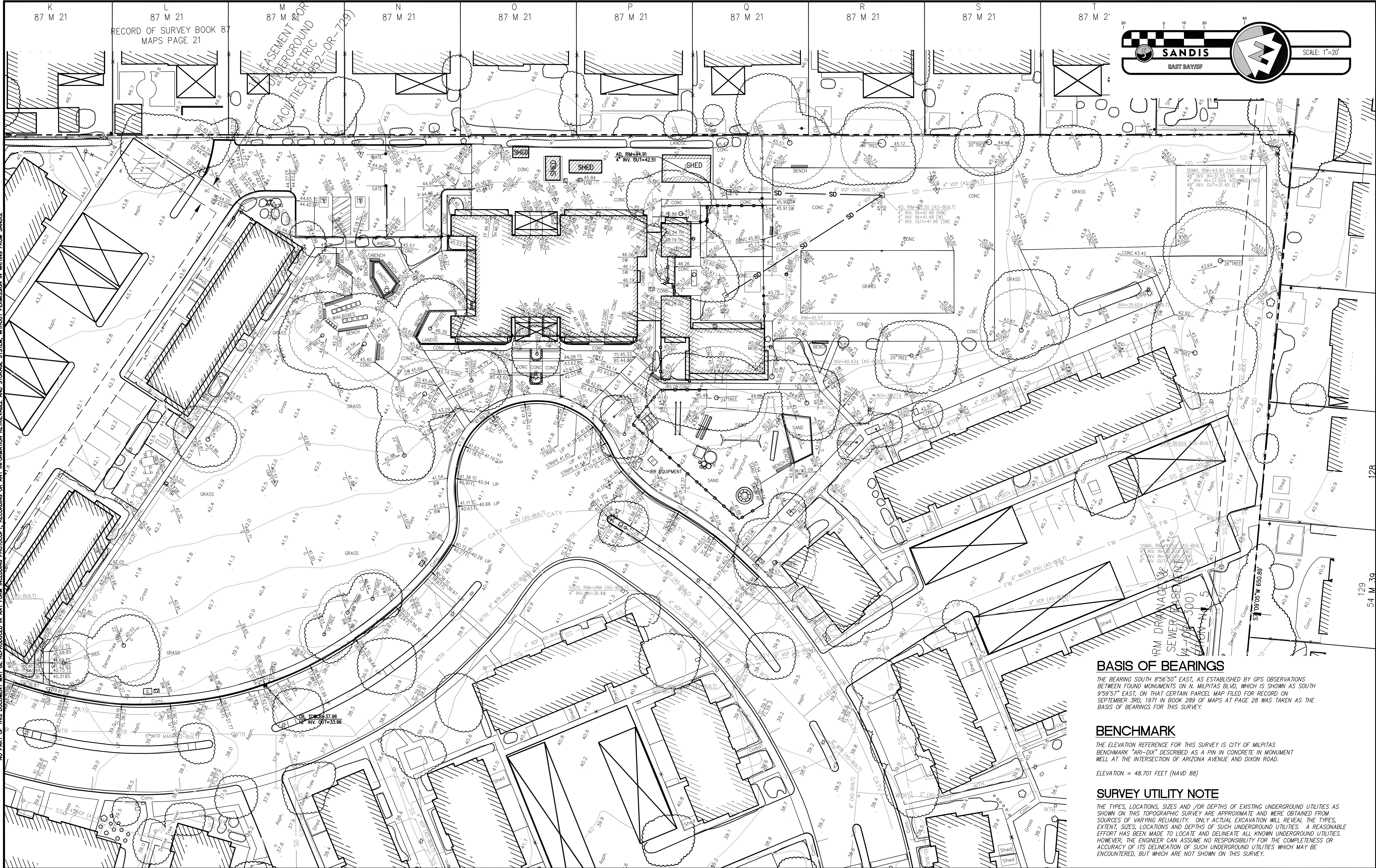
1. FLOOD ZONE DESIGNATION FOR PROJECT: LOCATED IN ZONE X PER FEMA FLOOD INSURANCE RATE MAP, PANEL 0058J
2. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

THIS PROJECT REQUIRES COVERAGE UNDER THE STATE CONSTRUCTION
GENERAL PERMIT, AND A NOTICE OF INTENT, AND SWPPP ARE REQUIRED

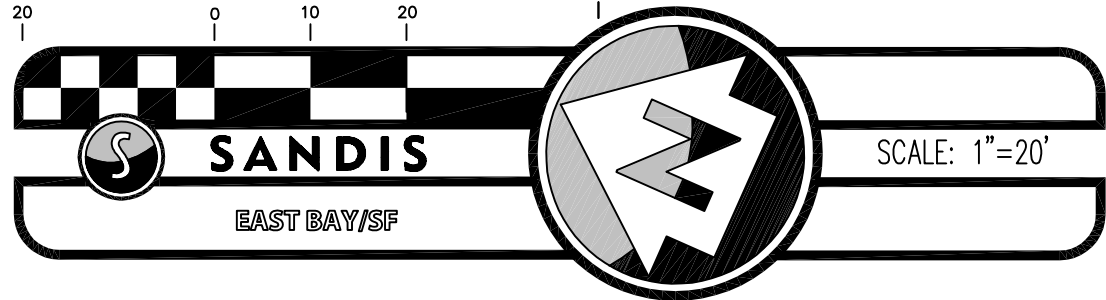
- C-0 COVER SHEET
- C-1 TOPOGRAPHIC PLAN (FOR REFERENCE ONLY)
- C-1.1 OVERALL SITE AND UTILITY PLAN
- C-2 DEMOLITION PLAN
- C-3 SITE PLAN
- C-4 GRADING PLAN
- C-5 UTILITY PLAN
- C-6 FIRE ACCESS PLAN
- C-6.1 SOLID WASTE PLAN SITE ACCESS/DETAILS
- C-7.0 EXISTING DRAINAGE
- C-7.1 STORMWATER MANAGEMENET PLAN
- C-7.2 TREE CREDIT PLAN

UNAUTHORIZED CHANGES AND USES

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THE PLANS.



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BASIS OF BEARINGS

THE BEARING SOUTH 8°56'50" EAST, AS ESTABLISHED BY GPS OBSERVATIONS BETWEEN FOUND MONUMENTS ON N. MILPITAS BLVD, WHICH IS SHOWN AS SOUTH 9°59'57" EAST, ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON SEPTEMBER 3RD, 1971 IN BOOK 289 OF MAPS AT PAGE 28 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK

THE ELEVATION REFERENCE FOR THIS SURVEY IS CITY OF MILPITAS BENCHMARK "ARI-DIX" DESCRIBED AS A PIN IN CONCRETE IN MONUMENT WELL AT THE INTERSECTION OF ARIZONA AVENUE AND DIXON ROAD.

ELEVATION = 48.701 FEET (NAVD 88)

SURVEY UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND /OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.



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SURVEYORS
PLANNERS

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SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 06-18-19
SCALE: 1"=20'
DRAWN BY: GL
APPROVED BY: MAK
DRAWING NO.: 617012

No.	REVISION	DATE	BY
	PLANNING RESUBMITTAL	10/30/19	BGS
	PLANNING RESUBMITTAL	03/09/20	BGS
	PLANNING RESUBMITTAL	04/01/20	BGS

SUNNYHILLS

MILPITAS

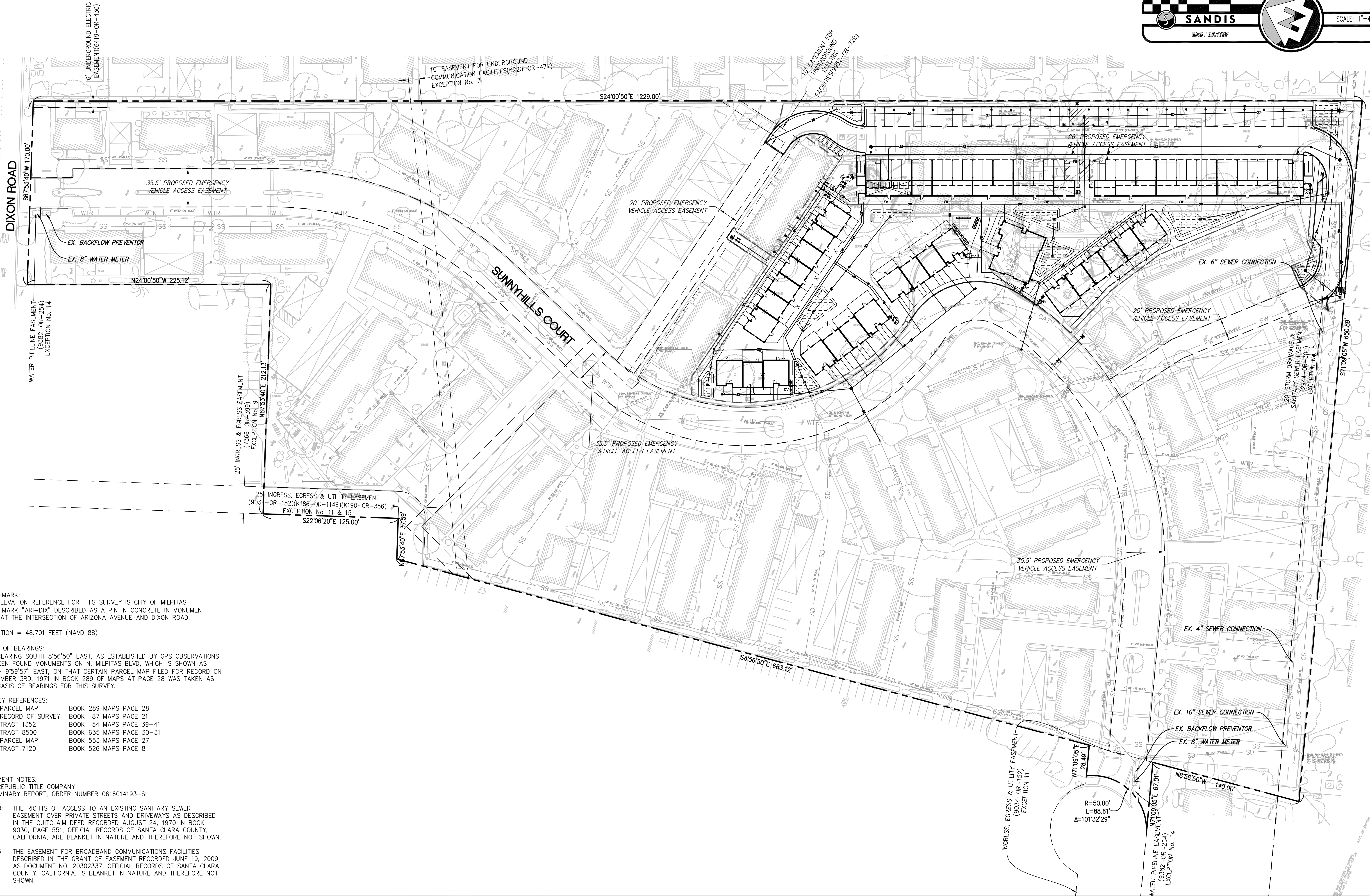
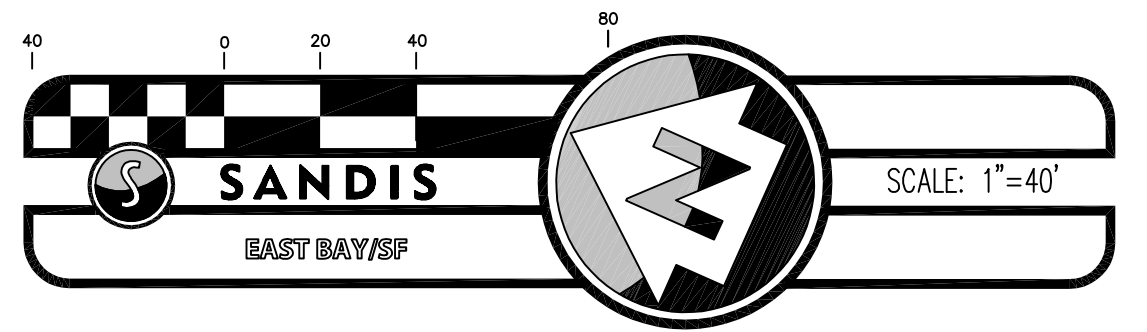
CALIFORNIA

TOPOGRAPHIC PLAN
(FOR REFERENCE ONLY)

SHEET

C-1

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SURVEY REFERENCES:

- | | |
|----------------------|--------------------------|
| R1) PARCEL MAP | BOOK 289 MAPS PAGE 28 |
| R2) RECORD OF SURVEY | BOOK 87 MAPS PAGE 21 |
| R3) TRACT 1352 | BOOK 54 MAPS PAGE 39-41 |
| R4) TRACT 8500 | BOOK 635 MAPS PAGE 30-31 |
| R5) PARCEL MAP | BOOK 553 MAPS PAGE 27 |
| R6) TRACT 7120 | BOOK 526 MAPS PAGE 8 |

EASEMENT NOTES:
OLD REPUBLIC TITLE COMPANY
PRELIMINARY REPORT, ORDER NUMBER 0616014193-SL

EX-10: THE RIGHTS OF ACCESS TO AN EXISTING SANITARY SEWER
EASEMENT OVER PRIVATE STREETS AND DRIVEWAYS AS DESCRIBED
IN THE QUITCLAIM DEED RECORDED AUGUST 24, 1970 IN BOOK
9030, PAGE 551, OFFICIAL RECORDS OF SANTA CLARA COUNTY,
CALIFORNIA, ARE BLANKET IN NATURE AND THEREFORE NOT SHOWN.

EX-16 THE EASEMENT FOR BROADBAND COMMUNICATIONS FACILITIES
DESCRIBED IN THE GRANT OF EASEMENT RECORDED JUNE 19, 2009
AS DOCUMENT NO. 20302337, OFFICIAL RECORDS OF SANTA CLARA
COUNTY, CALIFORNIA, IS BLANKET IN NATURE AND THEREFORE NOT
SHOWN.



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DRAWN BY: SAN

APPROVED BY: DIS

DRAWING NO.:

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	PLANNING RESUBMITTAL	04/01/20	BGS

SUNNYHILLS

MILPITAS

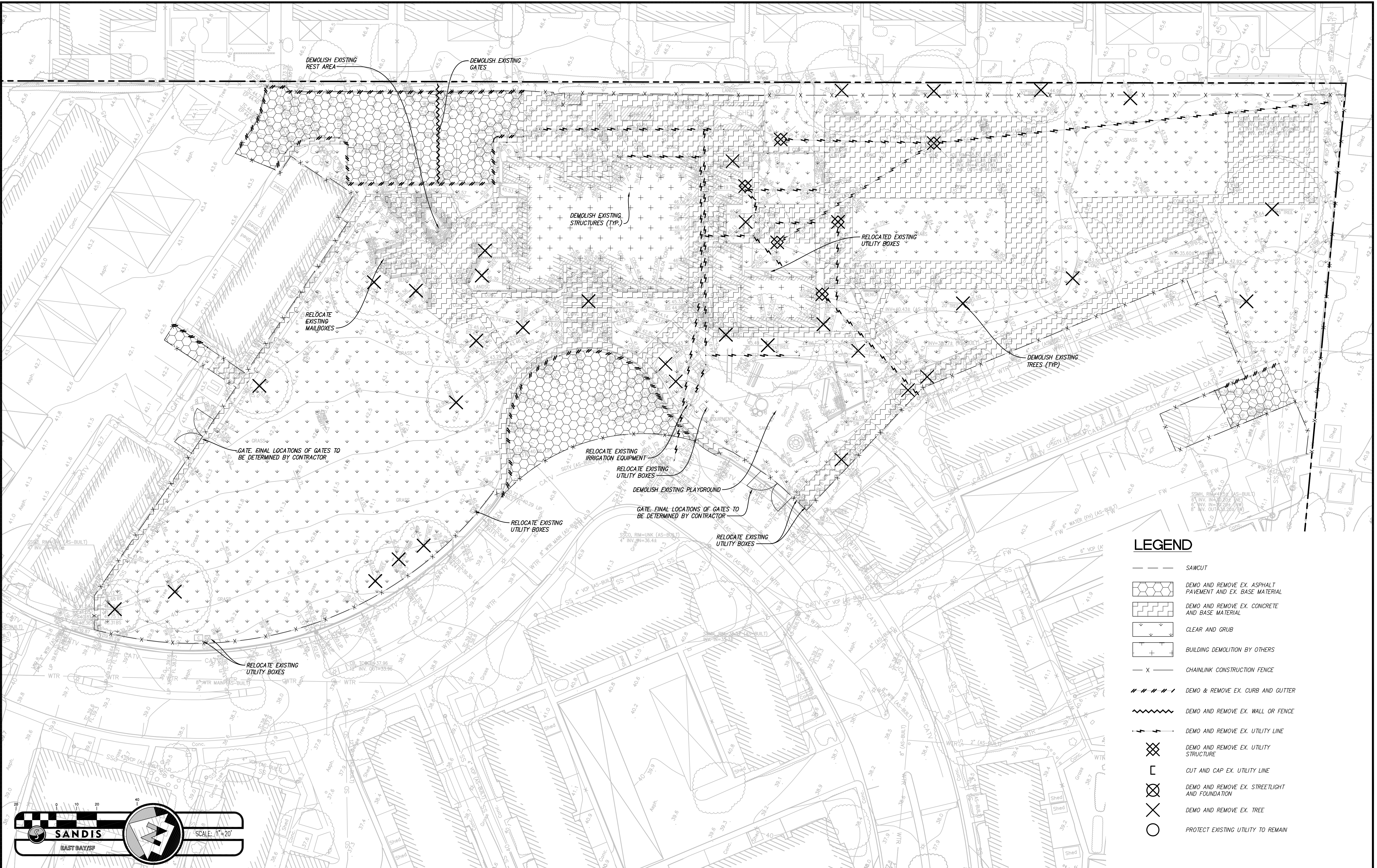
CALIFORNIA

OVERALL SITE AND UTILITY PLAN

SHEET

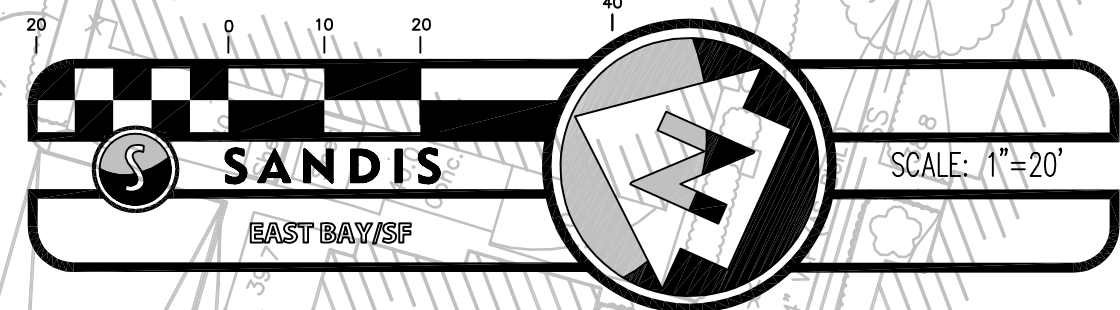
C-1.1

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LEGEND

- SAWCUT
- DEMO AND REMOVE EX. ASPHALT PAVEMENT AND EX. BASE MATERIAL
- DEMO AND REMOVE EX. CONCRETE AND BASE MATERIAL
- CLEAR AND GRUB
- BUILDING DEMOLITION BY OTHERS
- CHAINLINK CONSTRUCTION FENCE
- DEMO & REMOVE EX. CURB AND GUTTER
- DEMO AND REMOVE EX. WALL OR FENCE
- DEMO AND REMOVE EX. UTILITY LINE
- DEMO AND REMOVE EX. UTILITY STRUCTURE
- CUT AND CAP EX. UTILITY LINE
- DEMO AND REMOVE EX. STREETLIGHT AND FOUNDATION
- DEMO AND REMOVE EX. TREE
- PROTECT EXISTING UTILITY TO REMAIN



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MILPITAS

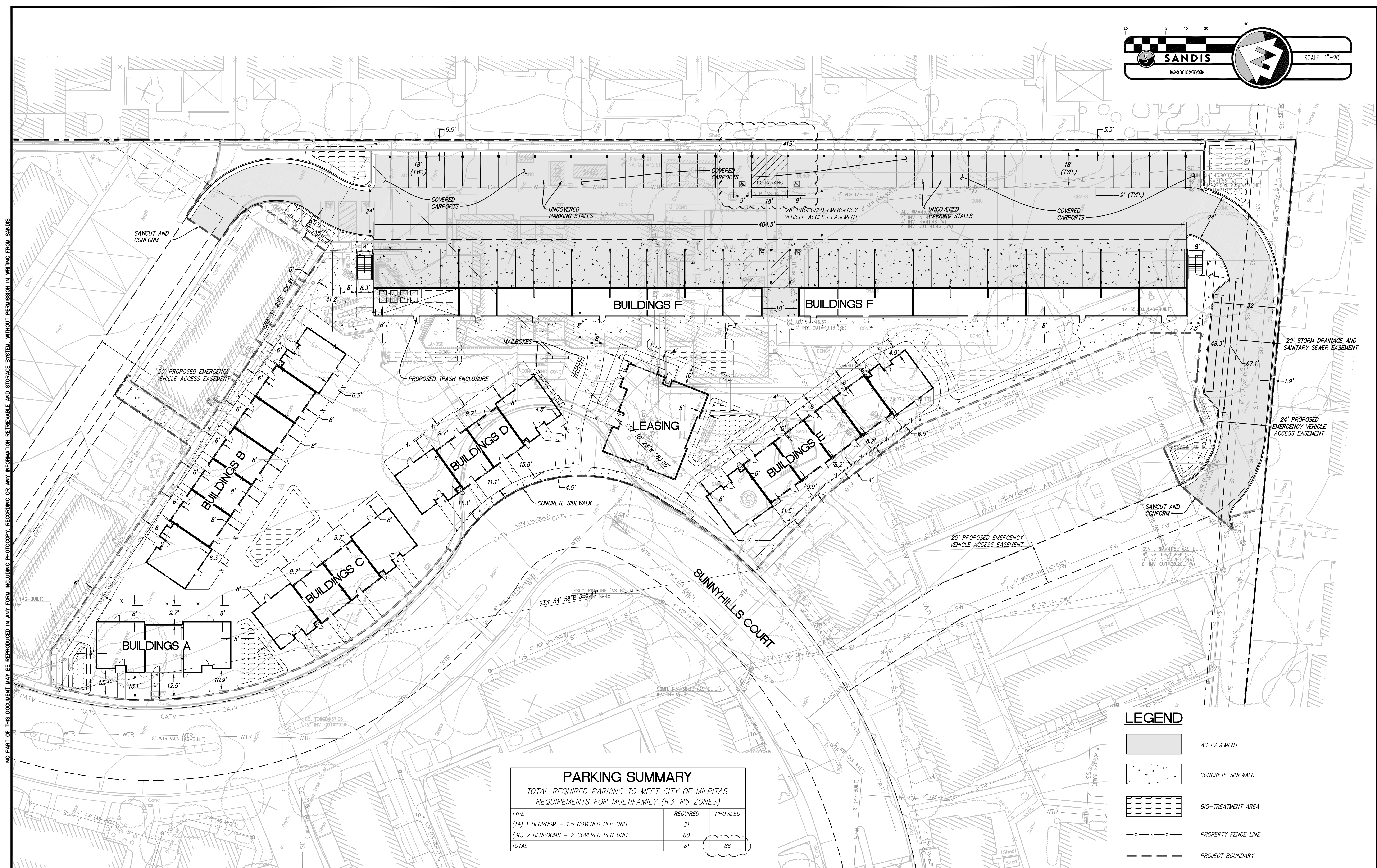
CALIFORNIA

DEMOLITION PLAN

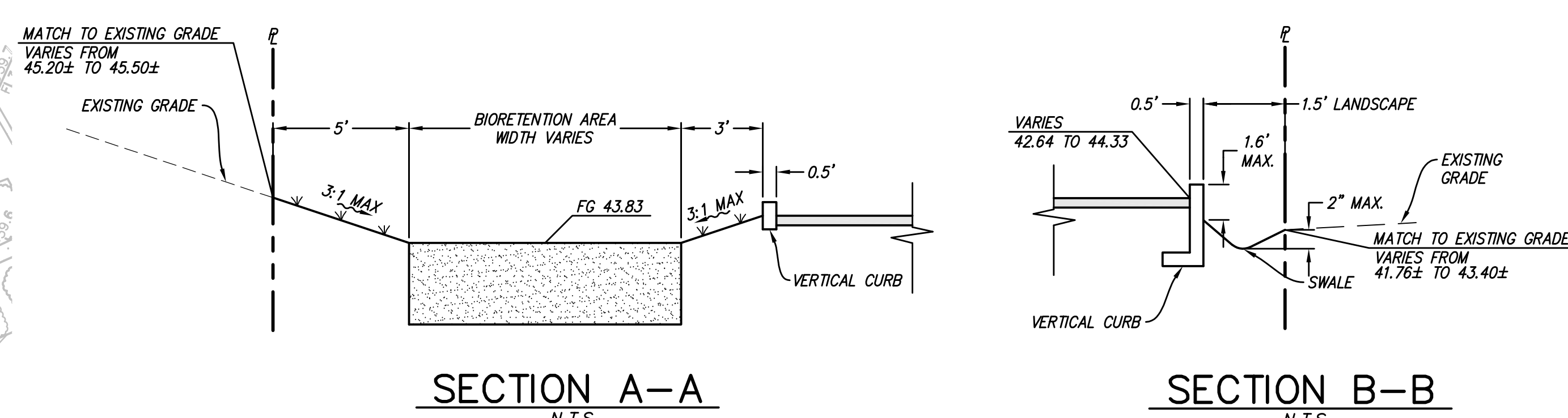
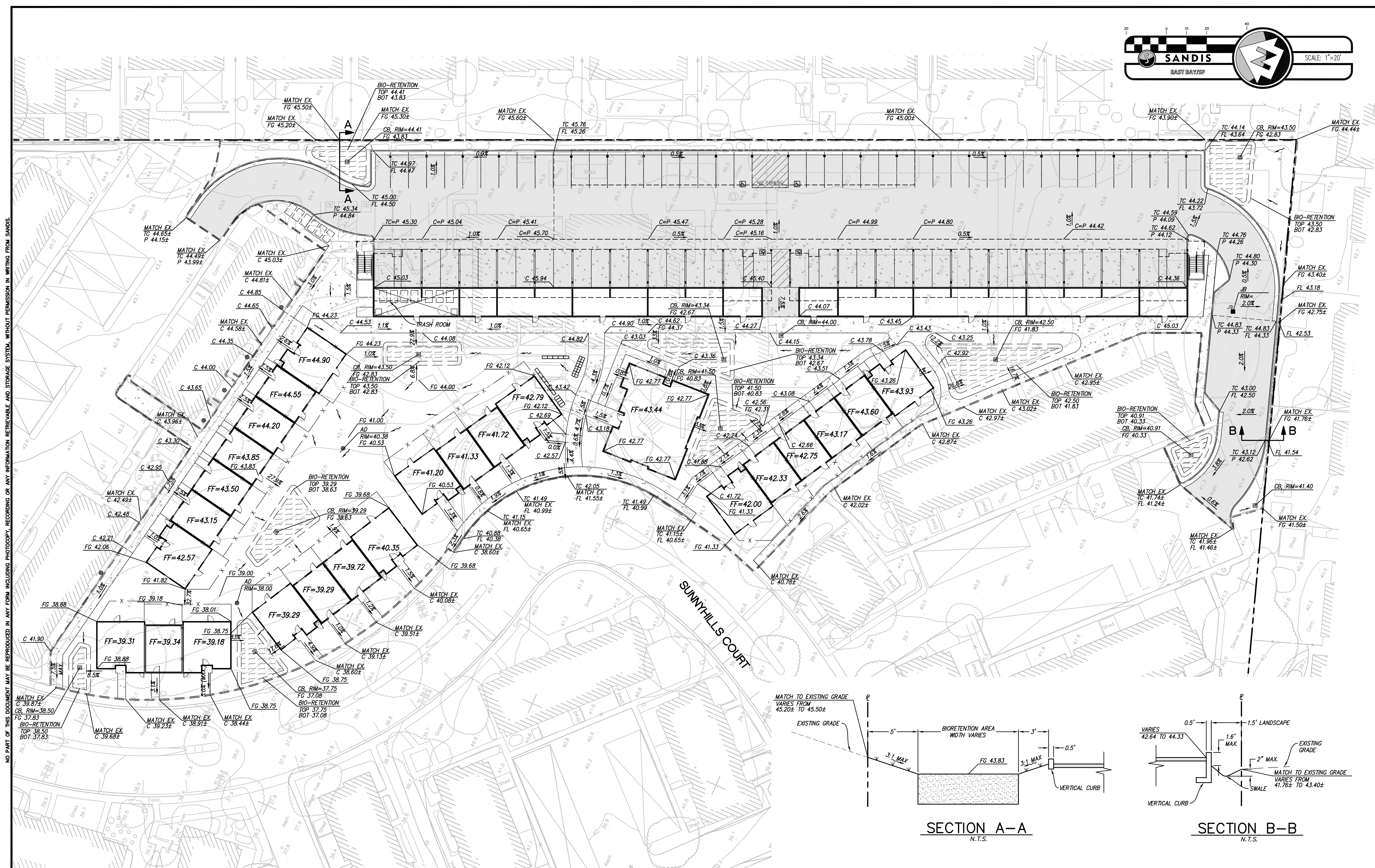
SHEET

C-2

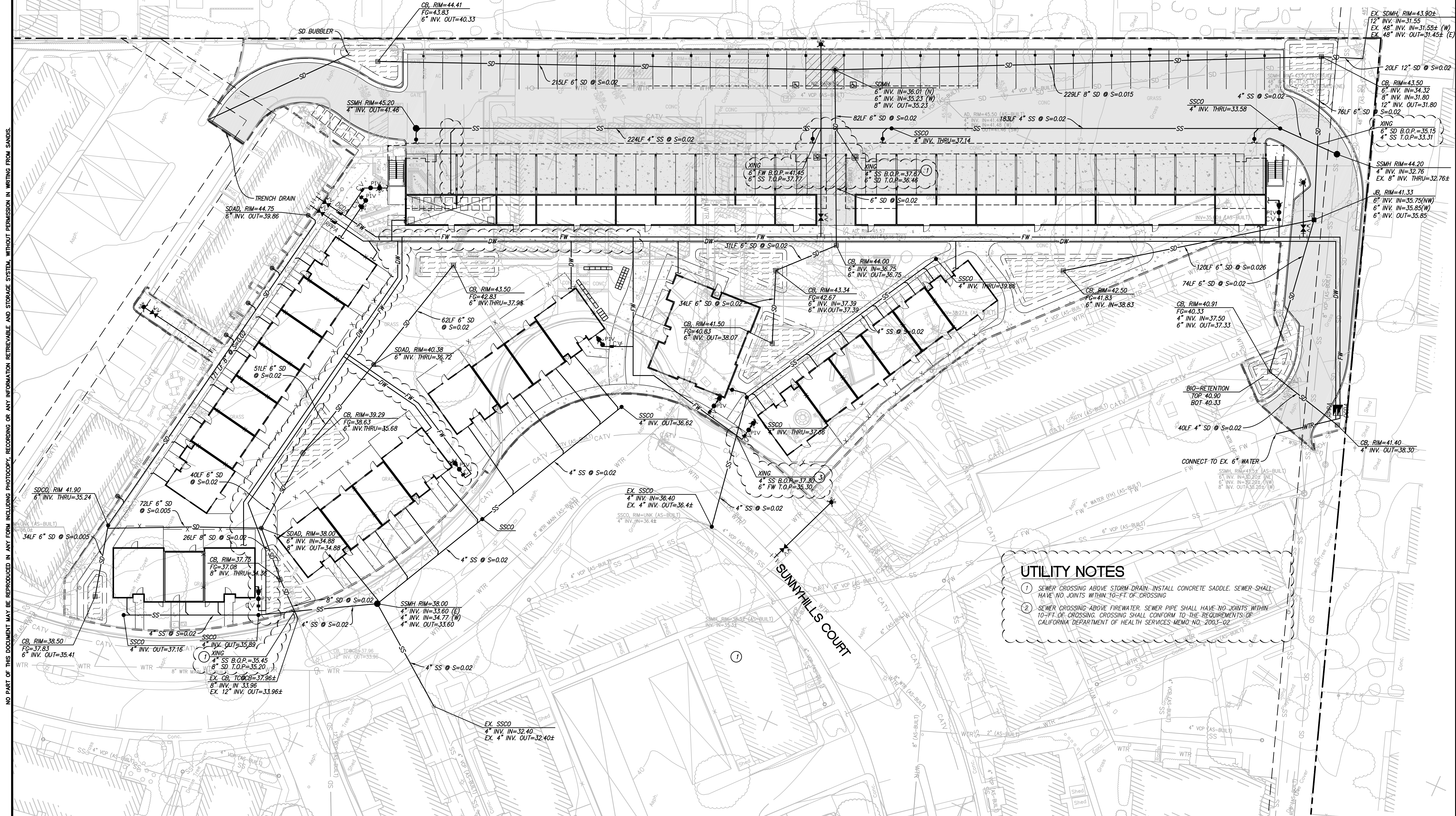
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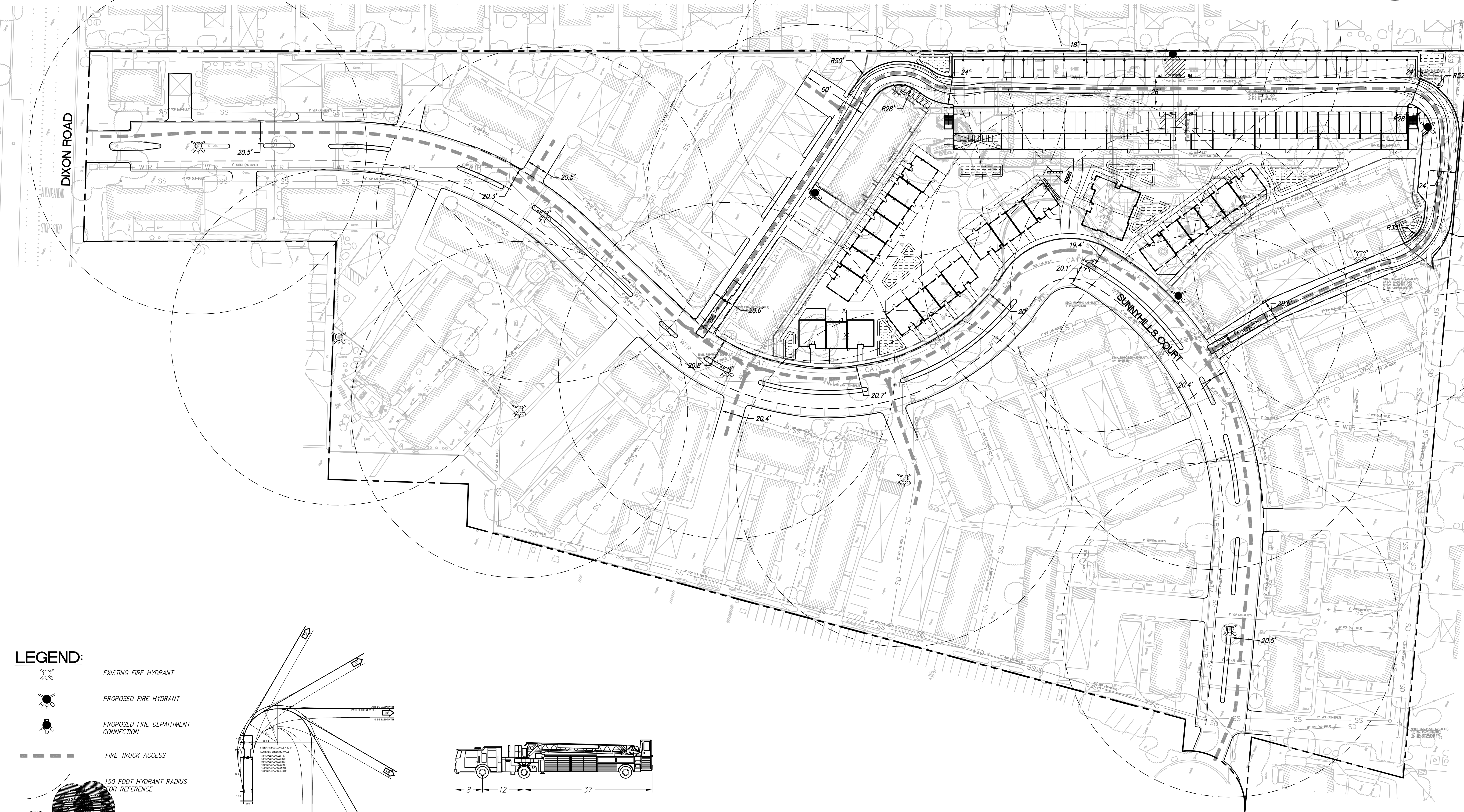
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UTILITY NOTES

- SEWER CROSSING ABOVE STORM DRAIN, INSTALL CONCRETE SADDLE. SEWER SHALL HAVE NO JOINTS WITHIN 10'-FT. OF CROSSING
- SEWER CROSSING ABOVE FIREWATER, SEWER PIPE SHALL HAVE NO JOINTS WITHIN 10'-FT. OF CROSSING. CROSSING SHALL CONFORM TO THE REQUIREMENTS OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES MEMO NO. 2003-02

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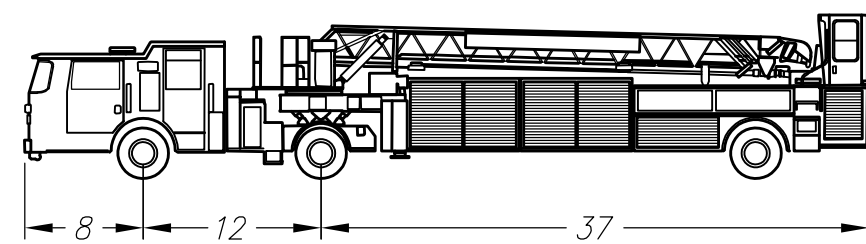


LEGEND:

- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE DEPARTMENT CONNECTION
- FIRE TRUCK ACCESS

150 FOOT HYDRANT RADIUS FOR REFERENCE

MINIMUM TURNING RADIUS PER MILPITAS FIRE DEPARTMENT



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SUNNYHILLS

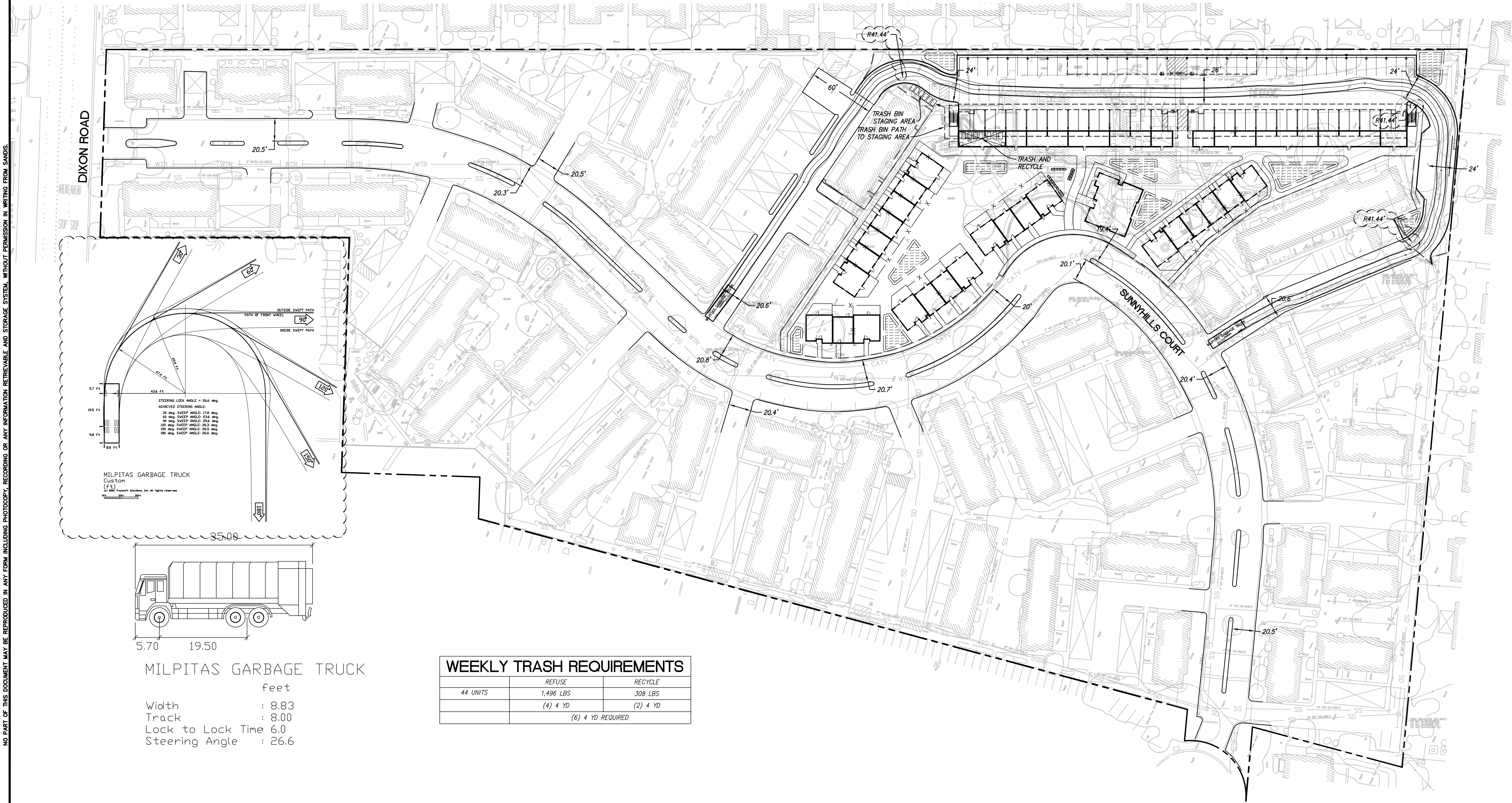
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CALIFORNIA

FIRE ACCESS PLAN

SHEET

C-6

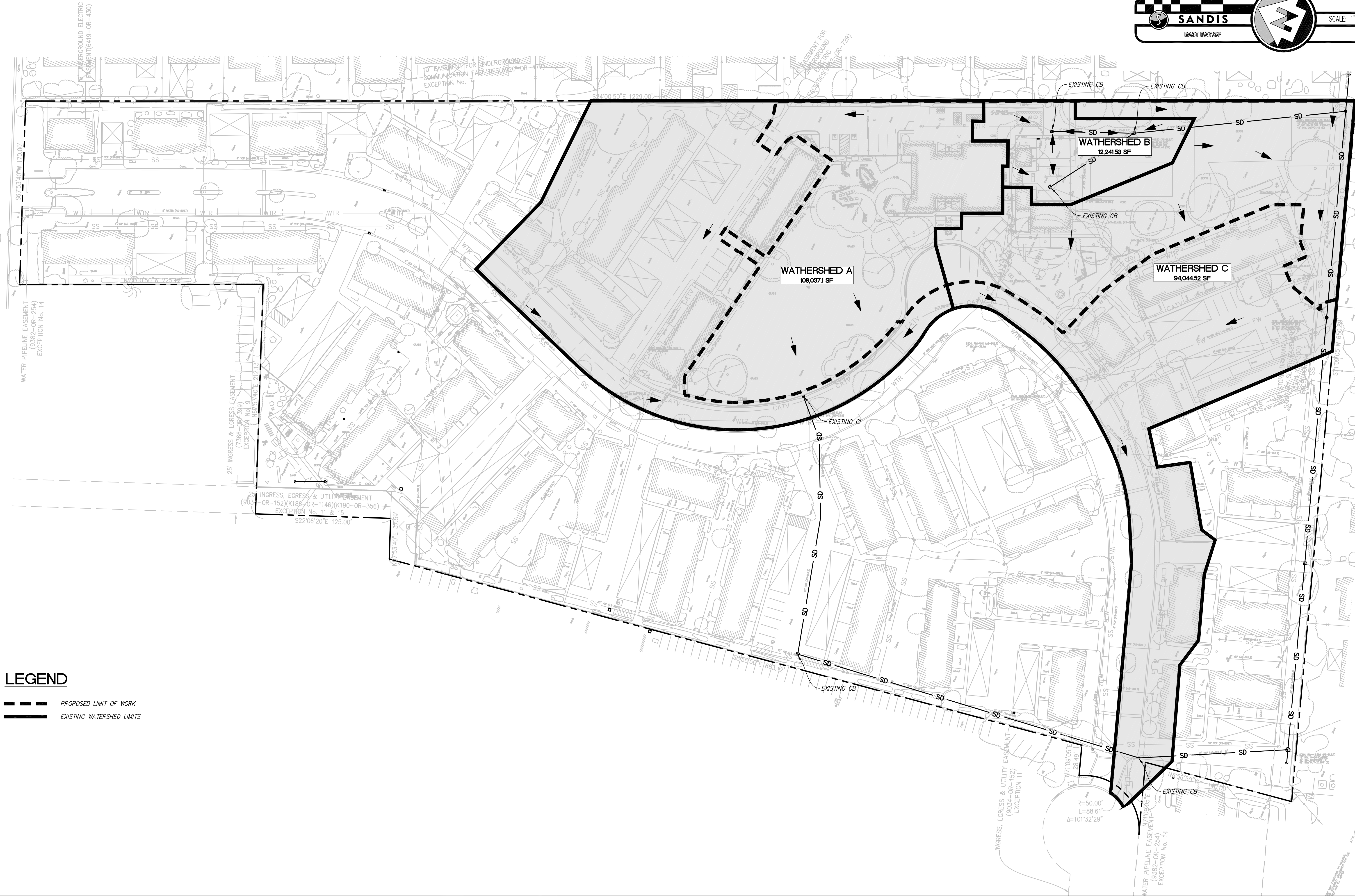


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SANDIS

EAST BAY/SF

SCALE: 1"=40'



LEGEND

- PROPOSED LIMIT OF WORK
- EXISTING WATERSHED LIMITS



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SUNNYHILLS

CALIFORNIA

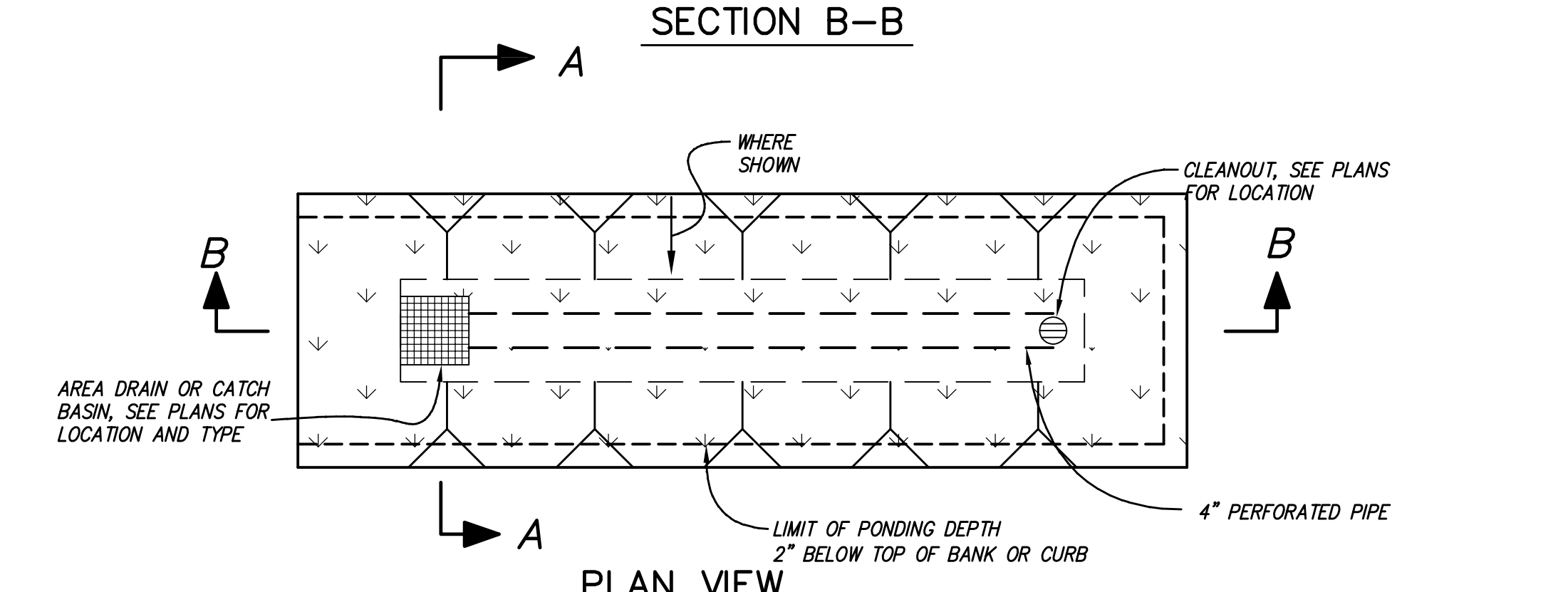
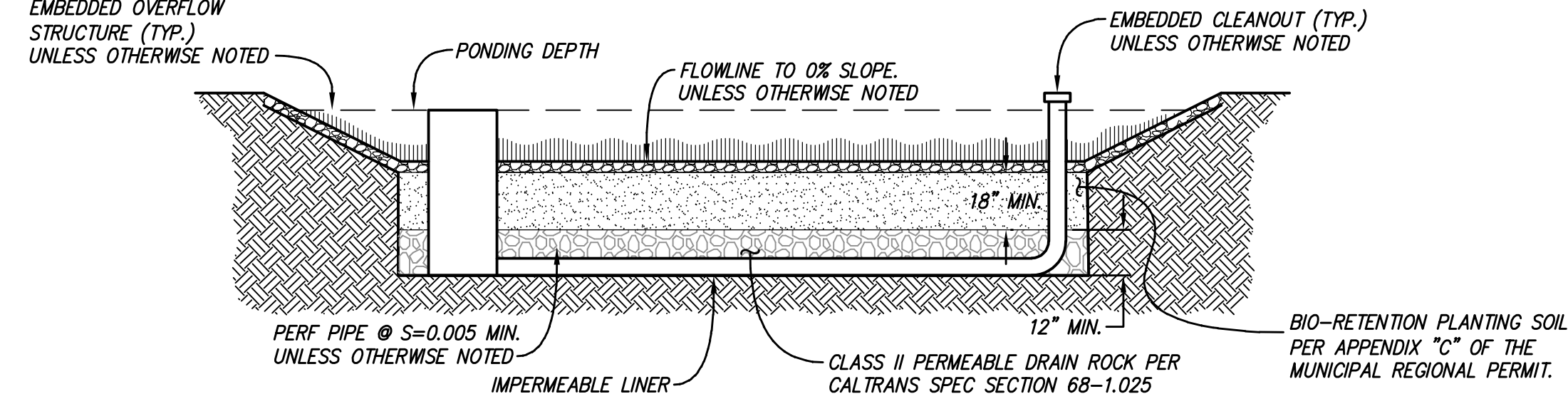
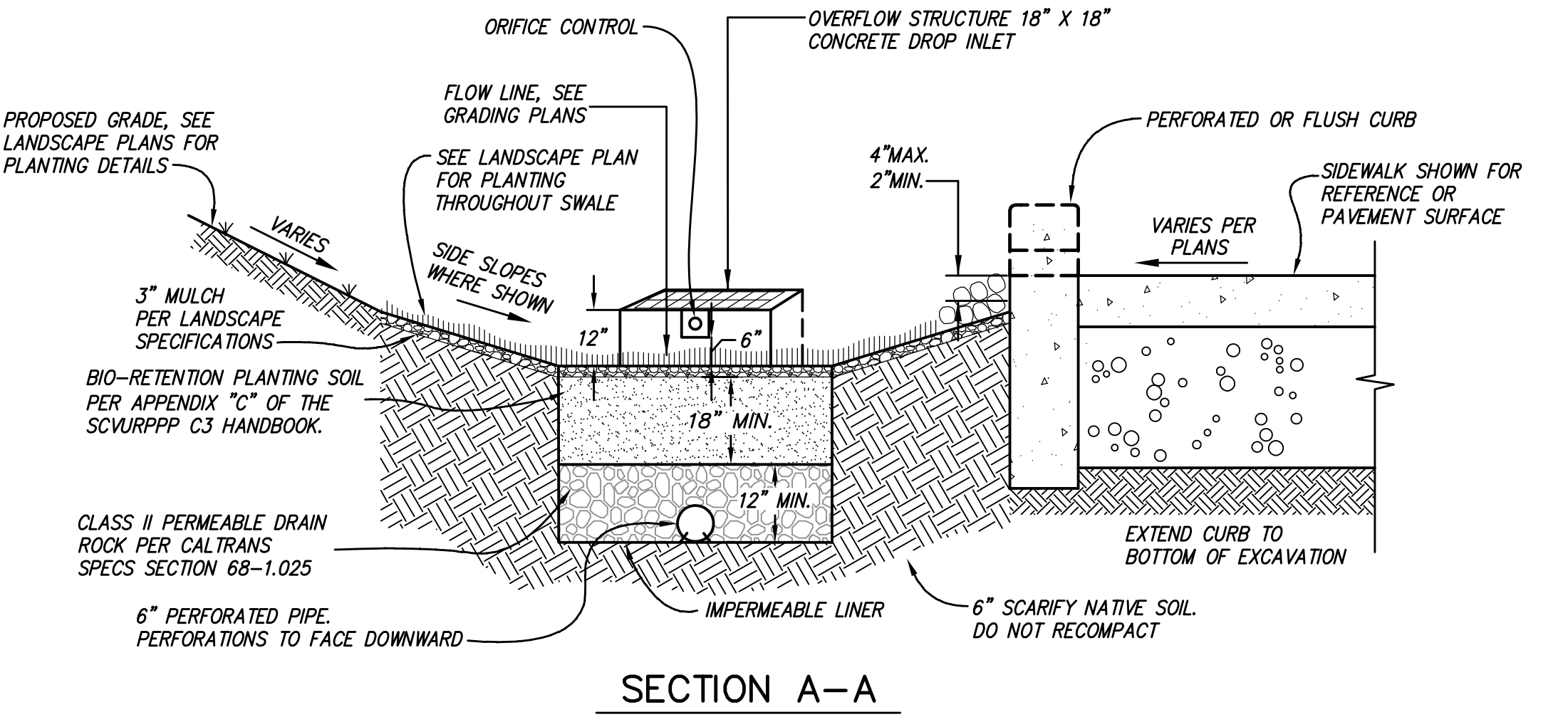
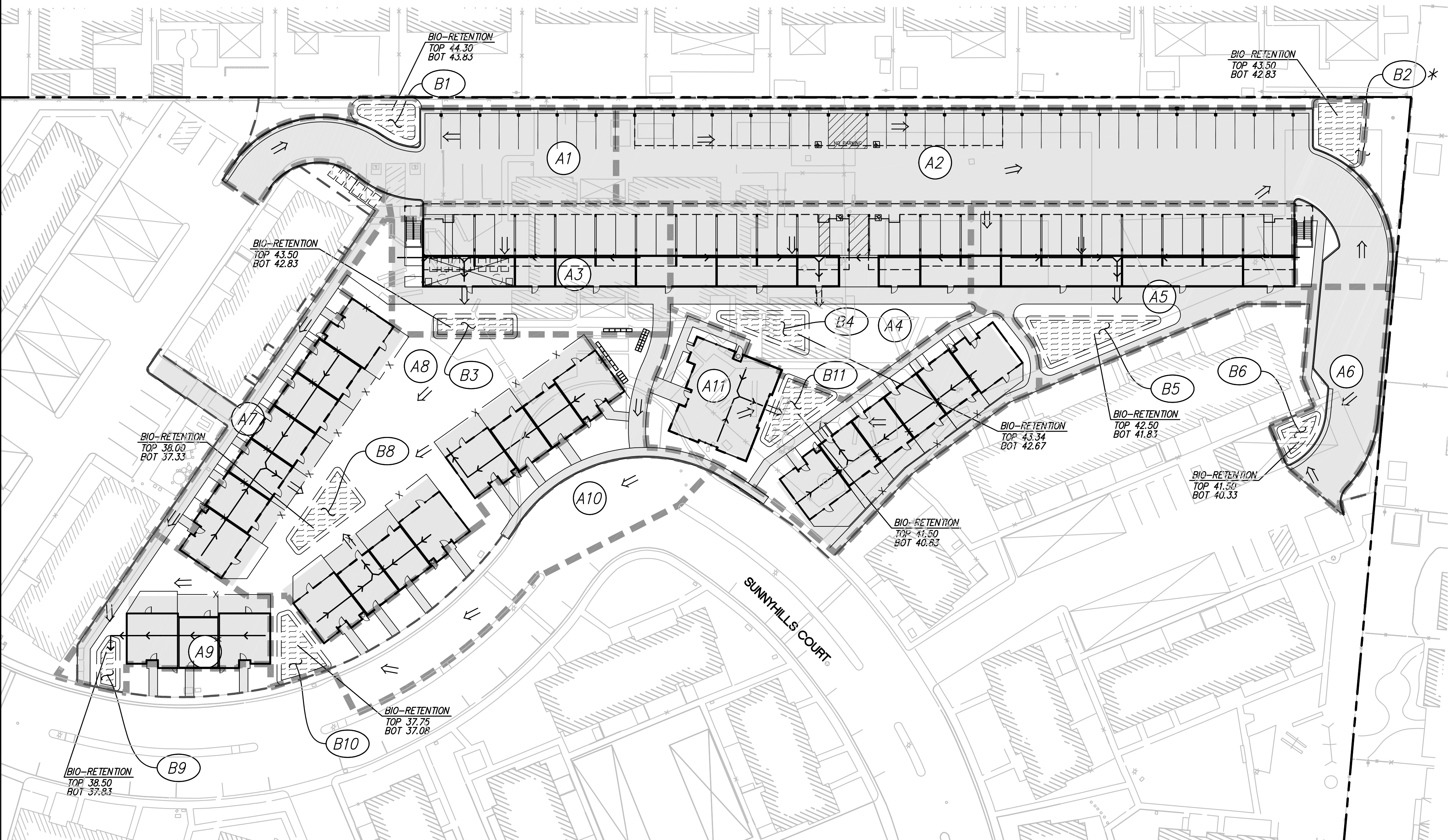
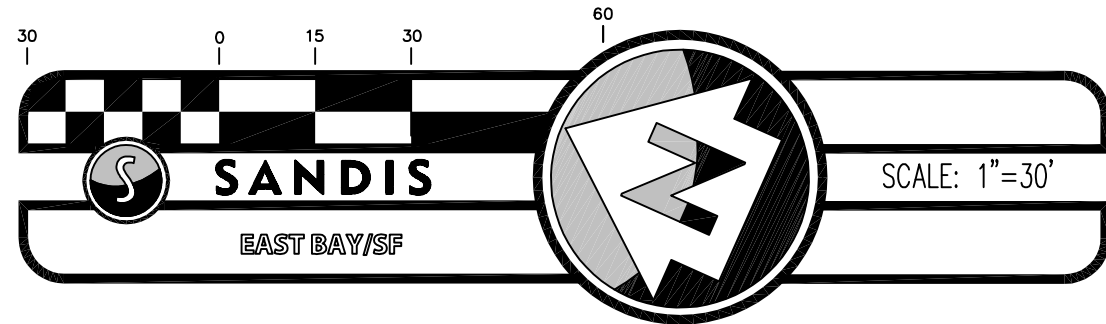
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EXISTING DRAINAGE

SHEET

C-7.0

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NOTES:
1. CLEANOUT TO BE LOCATED AT UPHILL END OF BIORETENTION AREA.
2. CATCH BASIN SHALL BE KEYED INTO SIDE SLOPE WITHIN DETENTION BASIN.

BIORETENTION DETAIL

N.T.S.

1

STORM TREATMENT MEASURE								
WATERSHED	IMPERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (ADD 10% OF PERVIOUS AREA) (SF)	PERVIOUS AREA (SF)	TOTAL (SF)	TREATMENT METHOD	BMP ID	TREATMENT AREA REQUIRED PER 4% RULE (SF) OR TREE CREDITS	TREATMENT AREA PROVIDED (SF)
A1	6319	6375	562	6881	BIO-RETENTION	B1	255	303
A2	16422	16512	902	17324	BIO-RETENTION	B2	661	465*
A3	6019	6192	1729	7748	BIO-RETENTION	B3	248	262
A4	6518	6846	3279	9797	BIO-RETENTION	B4	274	353
A5	7665	7824	1592	9257	BIO-RETENTION	B5	313	600
A6	3107	3153	457	3564	BIO-RETENTION	B6	127	137
A7	1317	1390	721	2038	TREE CREDITS	NA	1317	2700
A8	10094	10844	7501	17595	BIO-RETENTION	B8	434	442
A9	2650	2785	1353	4003	BIO-RETENTION	B9	112	130
A10	6570	6908	3375	9945	BIO-RETENTION	B10	277	364
A11	7649	7927	2781	10430	BIO-RETENTION	B11	317	384

*SIZED USING COMBINED FLOW AND VOLUME SIZING METHOD
** SEE TREE CREDIT PLAN, SHEET C-7.2

LEGEND

- DRAINAGE AREA BOUNDARY
- PROPOSED IMPERVIOUS AREA
- BIO-RETENTION AREA

STORMWATER MANAGEMENT NOTES

- THE PROPOSED PROJECT WILL INCLUDE MORE THAN 10,000 SQUARE FEET OF IMPERVIOUS SURFACE AND HAS THEREBY BEEN PLANNED TO COMPLY WITH THE PROVISION C.3 - NEW DEVELOPMENT AND REDEVELOPMENT OF THE MUNICIPAL REGIONAL STORMWATER PERMIT (ORDER NO. R2-2009-0074).
- 50% RULE CHECK - WHERE A REDEVELOPMENT PROJECT RESULTS IN AN ALTERATION OF MORE THAN 50 PERCENT OF THE IMPERVIOUS SURFACE OF A PREVIOUSLY EXISTING DEVELOPMENT, THE ENTIRE PROJECT, CONSISTING OF ALL EXISTING, NEW, AND/OR REPLACED IMPERVIOUS SURFACES, MUST BE INCLUDED IN THE TREATMENT SYSTEM DESIGN.

THEREFORE THE PROJECT IS REQUIRED TO PROVIDE TREATMENT FOR ALL EXISTING, NEW, AND/OR REPLACED IMPERVIOUS SURFACES WITHIN THE PROJECT BOUNDARY.
- THE FOLLOWING TREATMENT MEASURES ARE PROPOSED AND COMPLY WITH STORMWATER QUALITY REGULATIONS:

SELF-TREATING/LANDSCAPED
RUNOFF IN THIS AREA ORIGINATES IN AND FLOWS THROUGH PLANTING PRIOR TO EXITING SITE. NO ADDITIONAL TREATMENT IS REQUIRED.

PERMEABLE PAVER AREA
RUNOFF FROM THIS AREA AND ADJACENT IMPERVIOUS AREAS ARE CONVEYED TO PERMEABLE PAVERS FOR INFILTRATION INTO THE UNDERLYING SUBGRADE. THE IMPERVIOUS AREA MAY BE UP TO 2 TIMES THE AREA OF THE PAVERS AND CALCULATED AS A SELF RETAINING AREA AS LONG AS THE UNDERLYING PAVEMENT SECTION IS SIZED TO ACCEPT THE REQUIRED RUNOFF AMOUNT.

BIORETENTION AND FLOW-THROUGH PLANTERS
RUNOFF IN THIS AREA IS DIRECTED TO PLANTER AREAS FOR FILTRATION AND INFILTRATION INTO THE SOIL PRIOR TO EXITING THE SITE.



SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/ST

DATE: 06-18-19
SCALE: N.T.S.
DRAWN BY: SAN
APPROVED BY: DIS
DRAWING NO.: 617012

No.	REVISION	DATE	BY
	PLANNING RESUBMITTAL	10/30/19	BGS
	PLANNING RESUBMITTAL	03/09/20	BGS
	PLANNING RESUBMITTAL	04/01/20	BGS

MILPITAS

SUNNYHILLS

CALIFORNIA

STORMWATER MANAGMENT PLAN

SHEET
C-7.1

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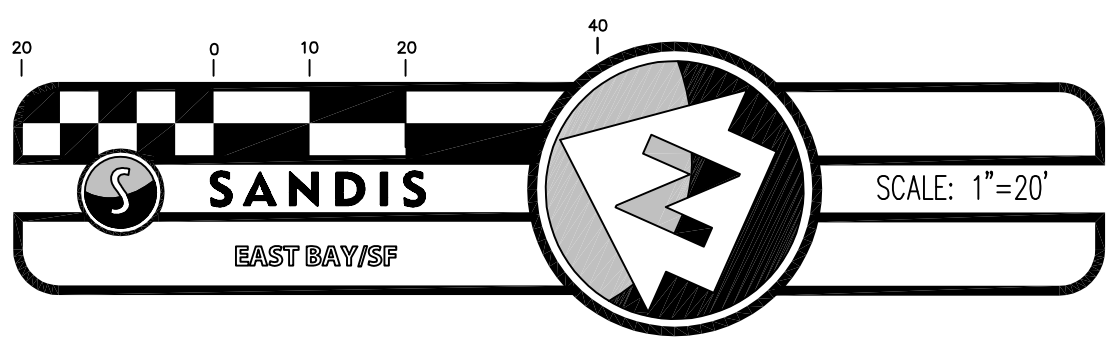


LEGEND

- DECIDUOUS TREE
- MINIMUM 15 GALLON AT PLANTING
- LARGE CANOPY AT MATURITY
- WITHIN 25-FT OF HARDSCAPE

TOTAL TREE COUNT: 27
AVAILABLE CREDITS: 2700 SF

--- LIMIT OF WORK
--- DRAINAGE MANAGEMENT AREA



CIVIL ENGINEERS
SURVEYORS
PLANNERS

636 Ninth Street | Oakland, CA 94607 | P. 510.873.8866 | www.sandis.net

SILICON VALLEY TRI-VALLEY CENTRAL VALLEY EAST BAY/SF

DATE: 06-18-19
SCALE: N.T.S.
DRAWN BY: SAN
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No.	REVISION	DATE	BY
	PLANNING RESUBMITTAL	10/30/19	BGS
	PLANNING RESUBMITTAL	03/09/20	BGS
	PLANNING RESUBMITTAL	04/01/20	BGS

SUNNYHILLS

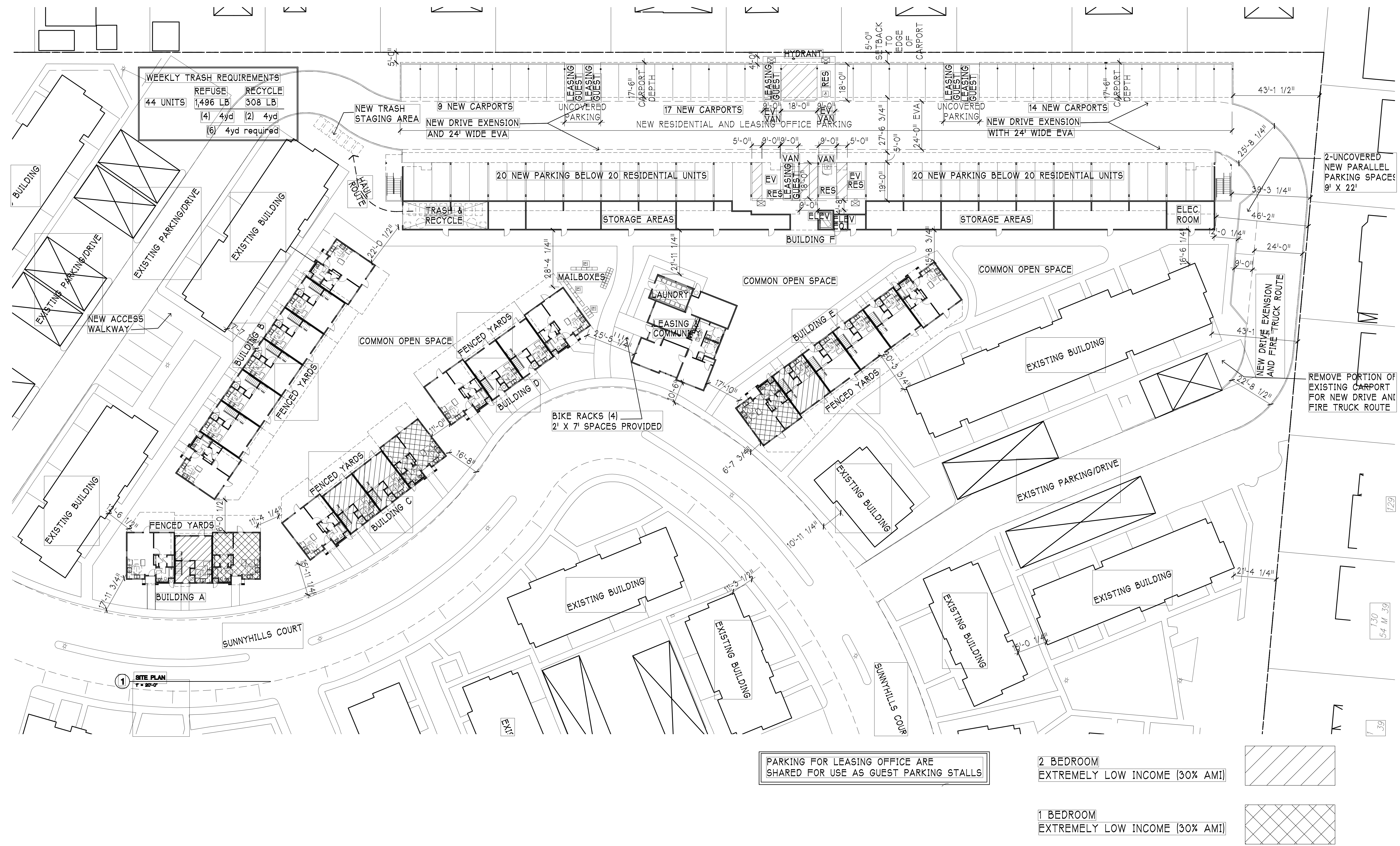
MILPITAS

CALIFORNIA

TREE CREDIT PLAN

SHEET

C-7.2



WEEKLY TRASH REQUIREMENTS		
44 UNITS	REFUSE	RECYCLE
	1496 LB	308 LB
	(4) 4yd	(2) 4yd
	(6) 4yd required	

SUNNYHILLS INVESTORS, LLC
100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

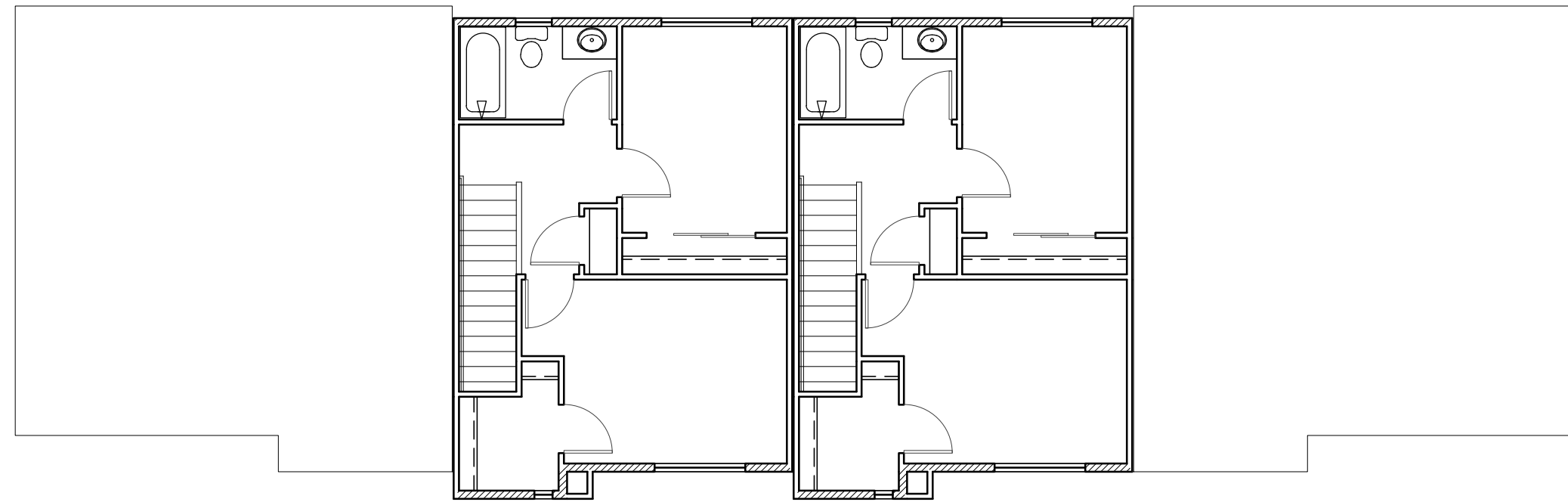
SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
Milpitas - California

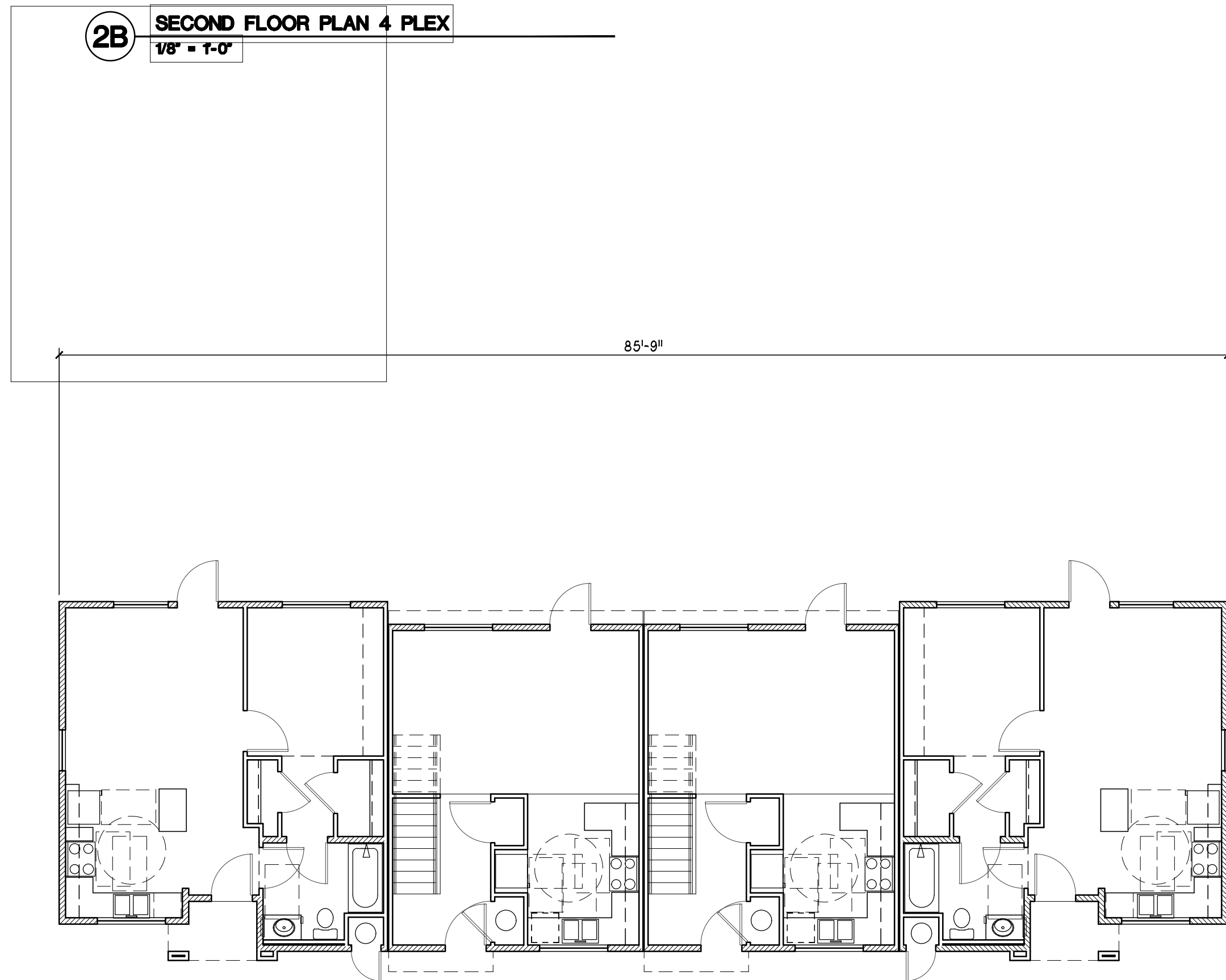
Date: SEPT. 2018
Scale:
Revisions:
JULY 2019
October 2019
March 2020
April 2020

Drawing Title:
**ARCHITECTURAL
SITE PLAN**
Sheet No:
1

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Architects
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Sunnyvale, CA 94086
Telephone : 408-992-0280
Fax : 408-992-0281



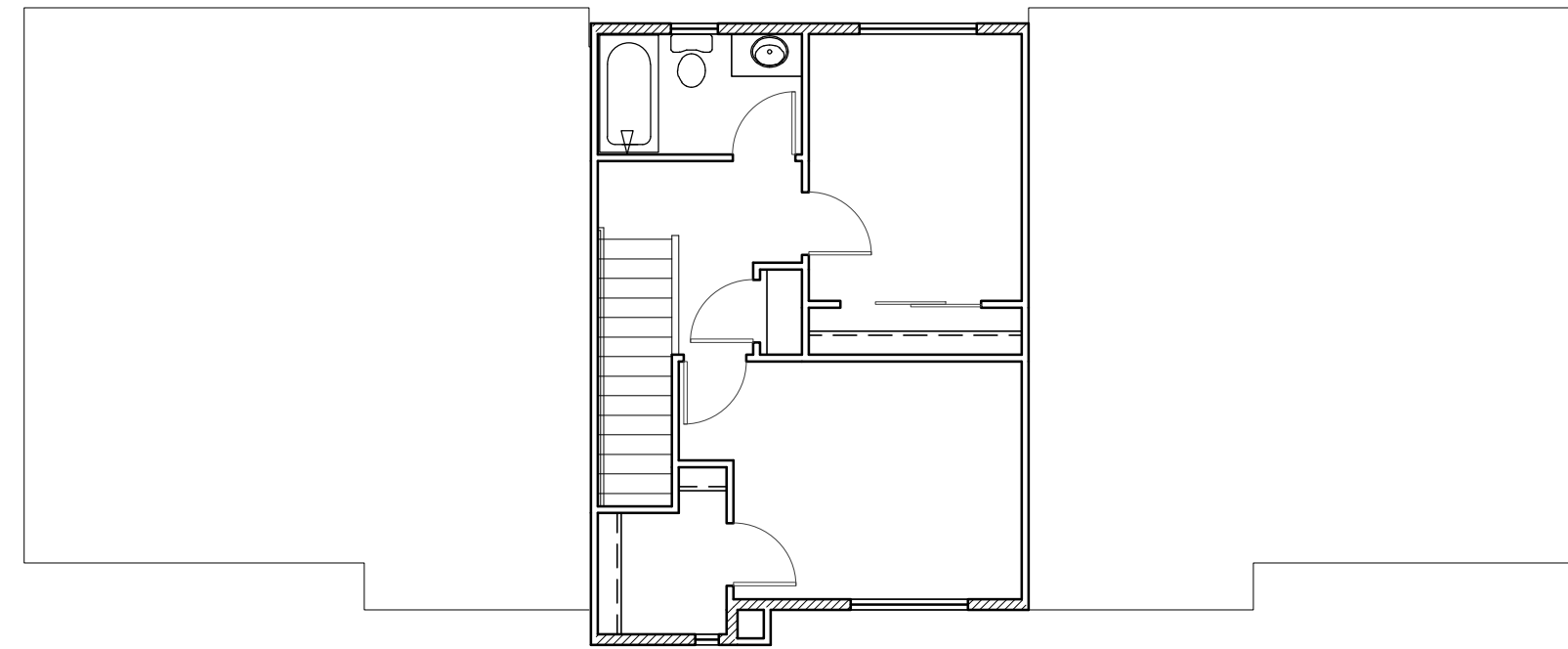
2B SECOND FLOOR PLAN 4 PLEX
1/8" = 1'-0"



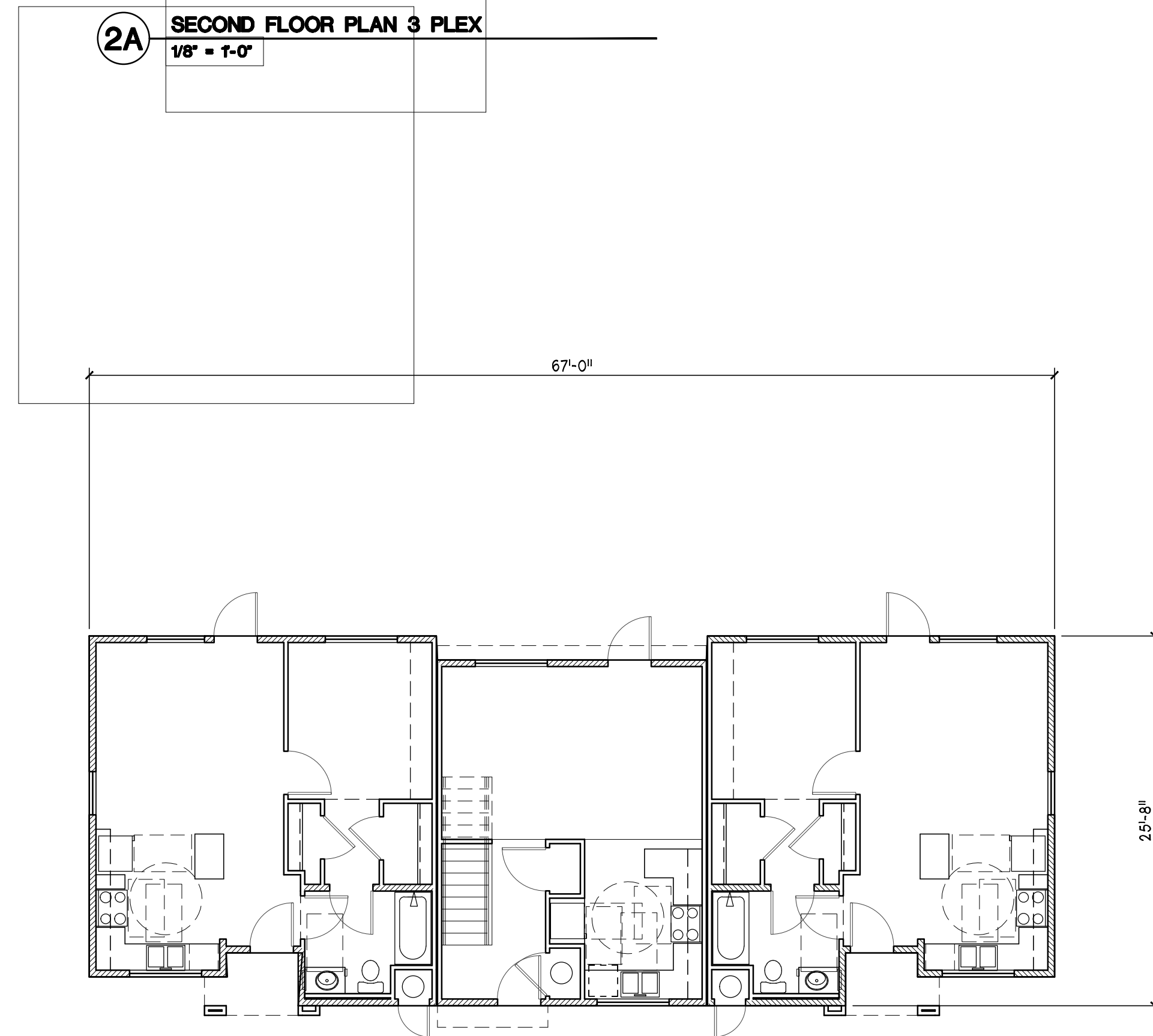
1B FIRST FLOOR PLAN 4 PLEX
1/8" = 1'-0"

FLOOR AREA: 3,017 SF BUILDING TOTAL

BUILDINGS C AND D



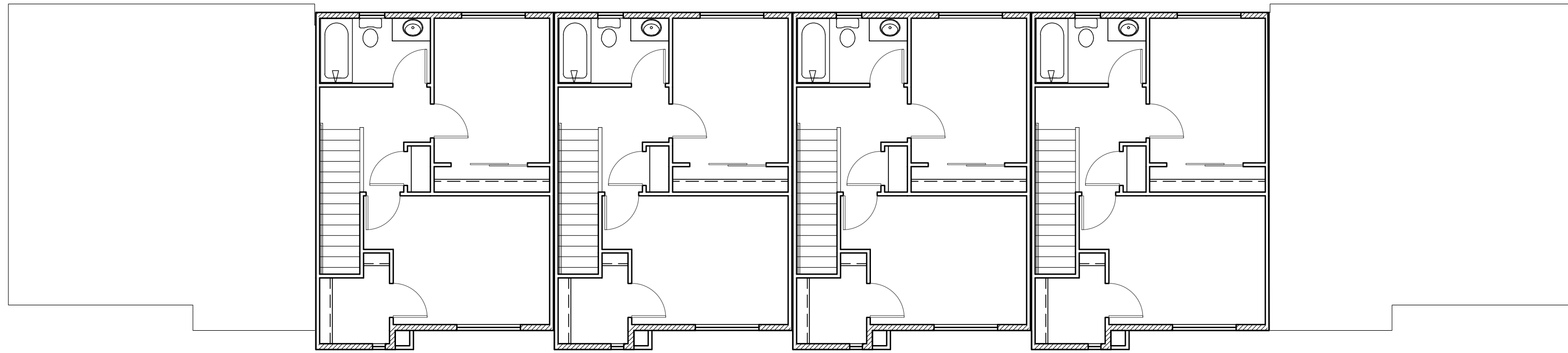
2A SECOND FLOOR PLAN 3 PLEX
1/8" = 1'-0"



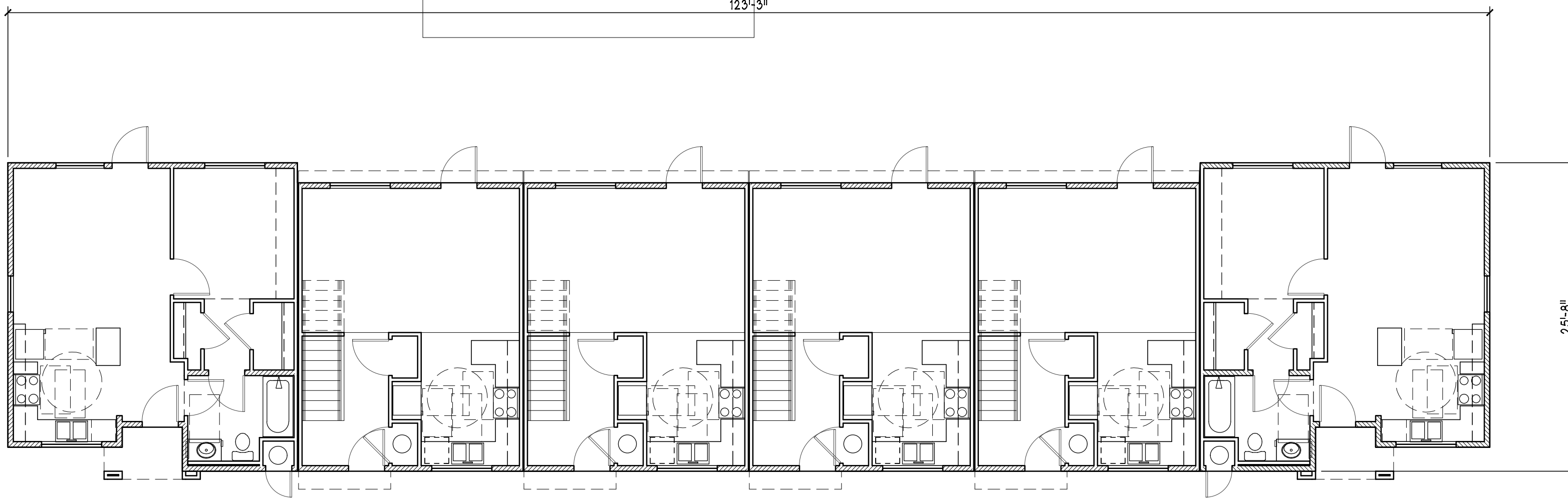
1A FIRST FLOOR PLAN 3 PLEX
1/8" = 1'-0"

FLOOR AREA: 2,089 SF BUILDING TOTAL

BUILDING A



2 SECOND FLOOR PLAN
1/8" = 1'-0"



1 FIRST FLOOR PLAN
1/8" = 1'-0"

FLOOR AREA: 4,873 SF BUILDING TOTAL

BUILDING E

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SANTA CLARA, CA 95051

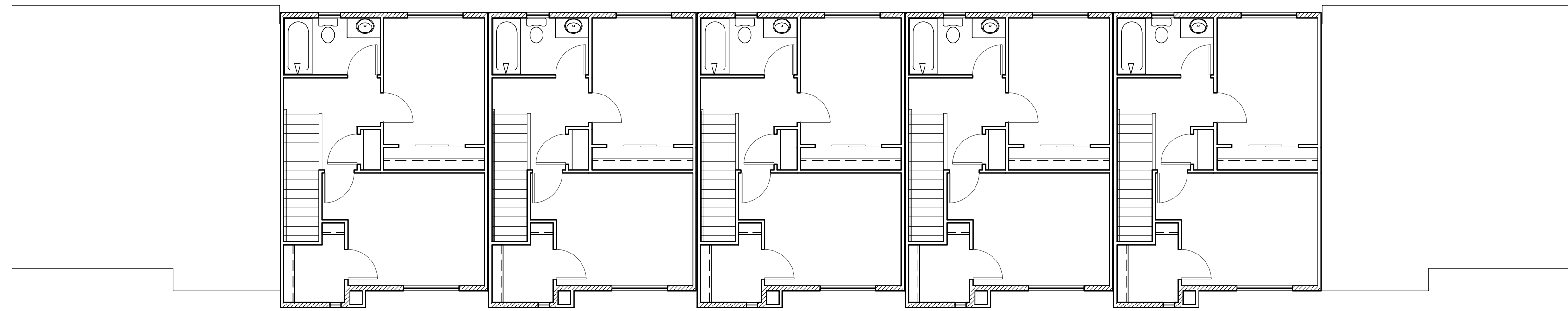
SUNNYHILLS APARTMENTS ADDITION

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Milpitas - California

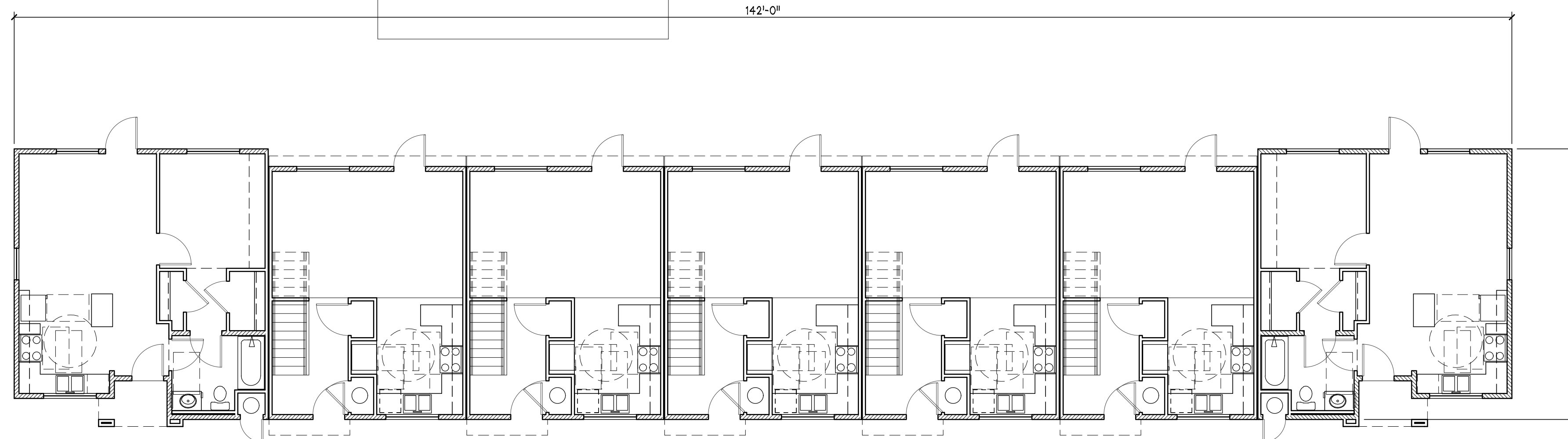
Date: SEPT. 2018
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Revisions:
JULY 2019
October 2019

Drawing Title:
FLOOR PLANS
BUILDING E
Sheet No:
2.1

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2 SECOND FLOOR PLAN
1/8" = 1'-0"



1 FIRST FLOOR PLAN
1/8" = 1'-0"

FLOOR AREA: 5,801 SF BUILDING TOTAL

BUILDING B

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100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

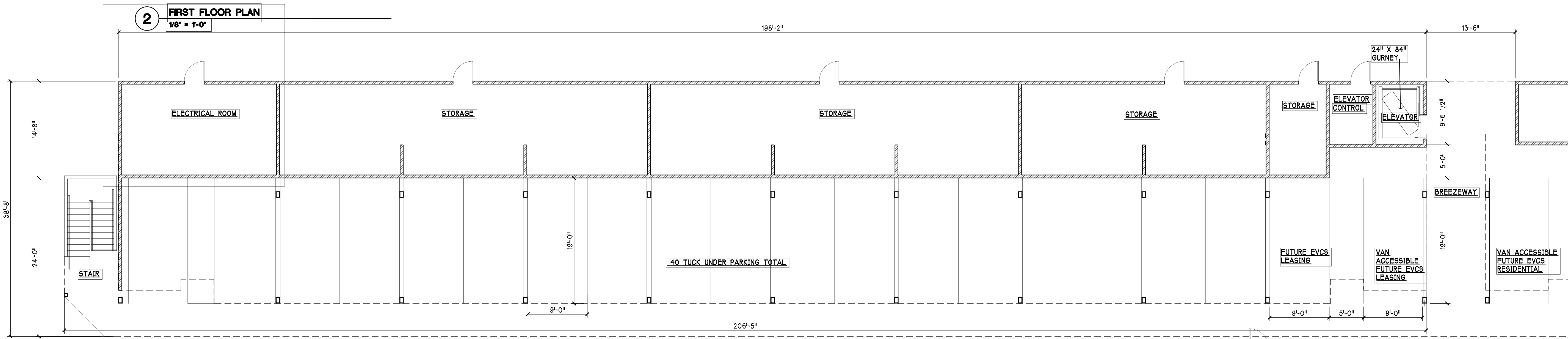
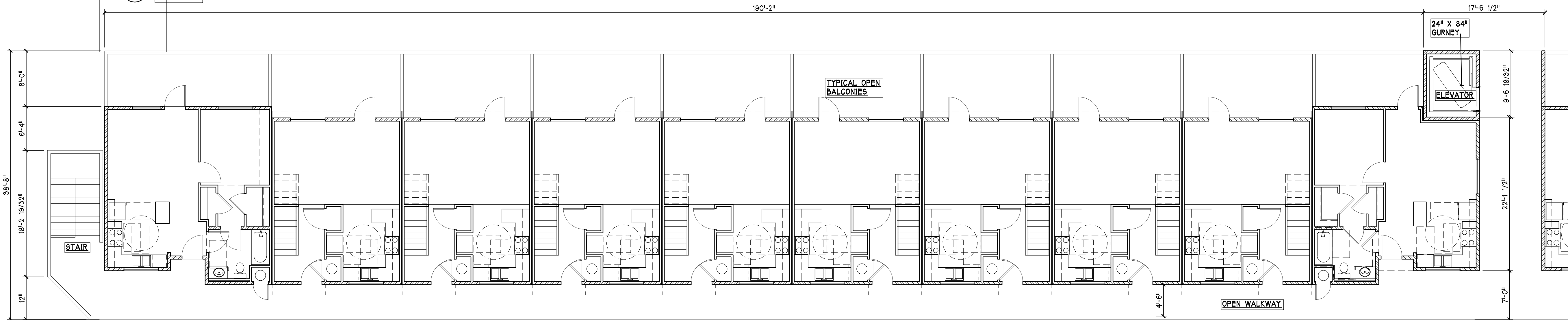
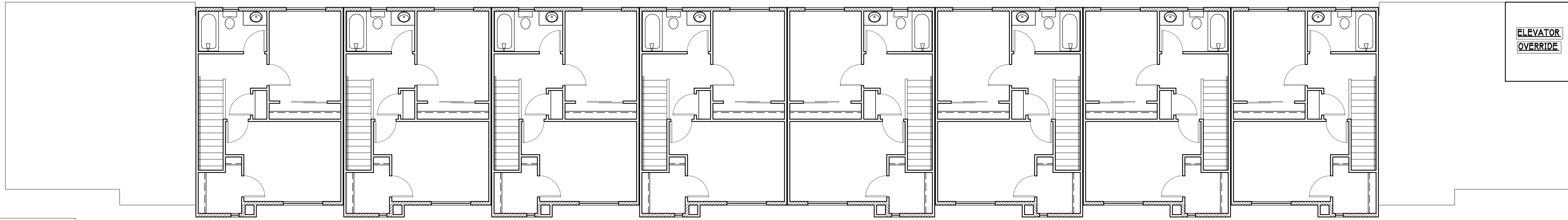
SUNNYHILLS APARTMENTS ADDITION

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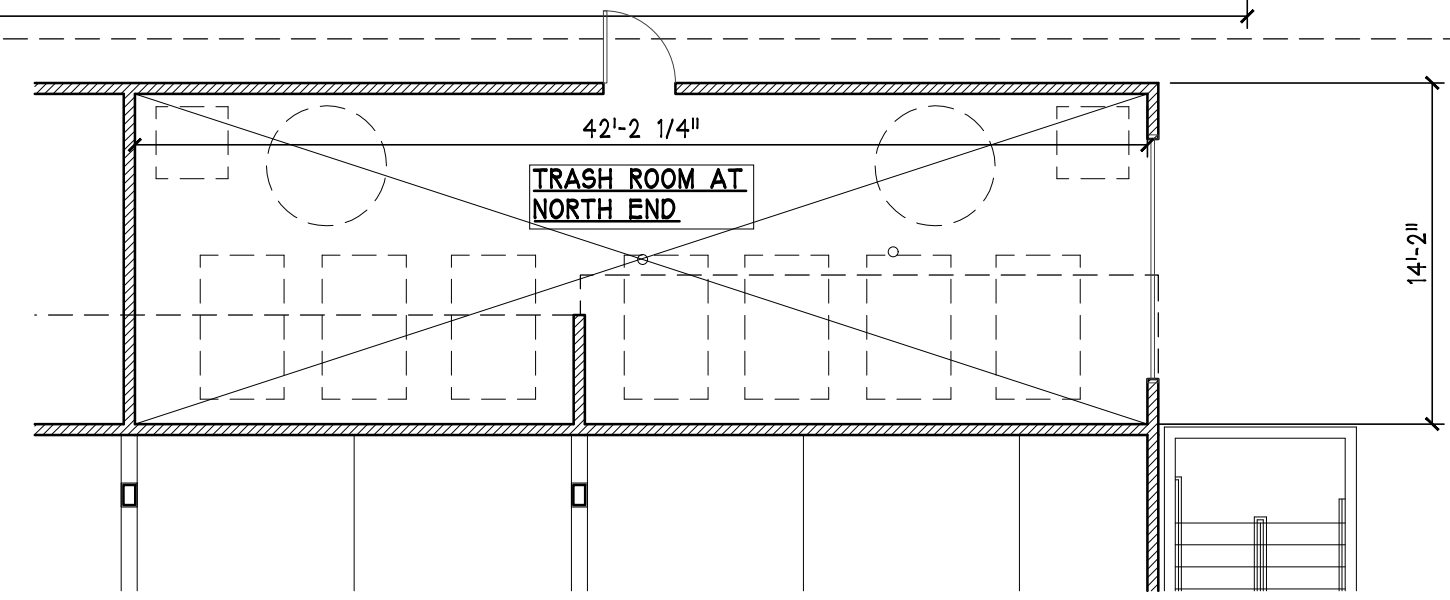
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October 2019

Drawing Title:
FLOOR PLANS
BUILDING B
Sheet No:
2.2

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FLOOR AREA: 30,386 SF BUILDING TOTAL
 AREA BREAKDOWN (7,530 SF + 5,683 SF STORAGE + 17,173 SF OF RESIDENTIAL)



BUILDING F

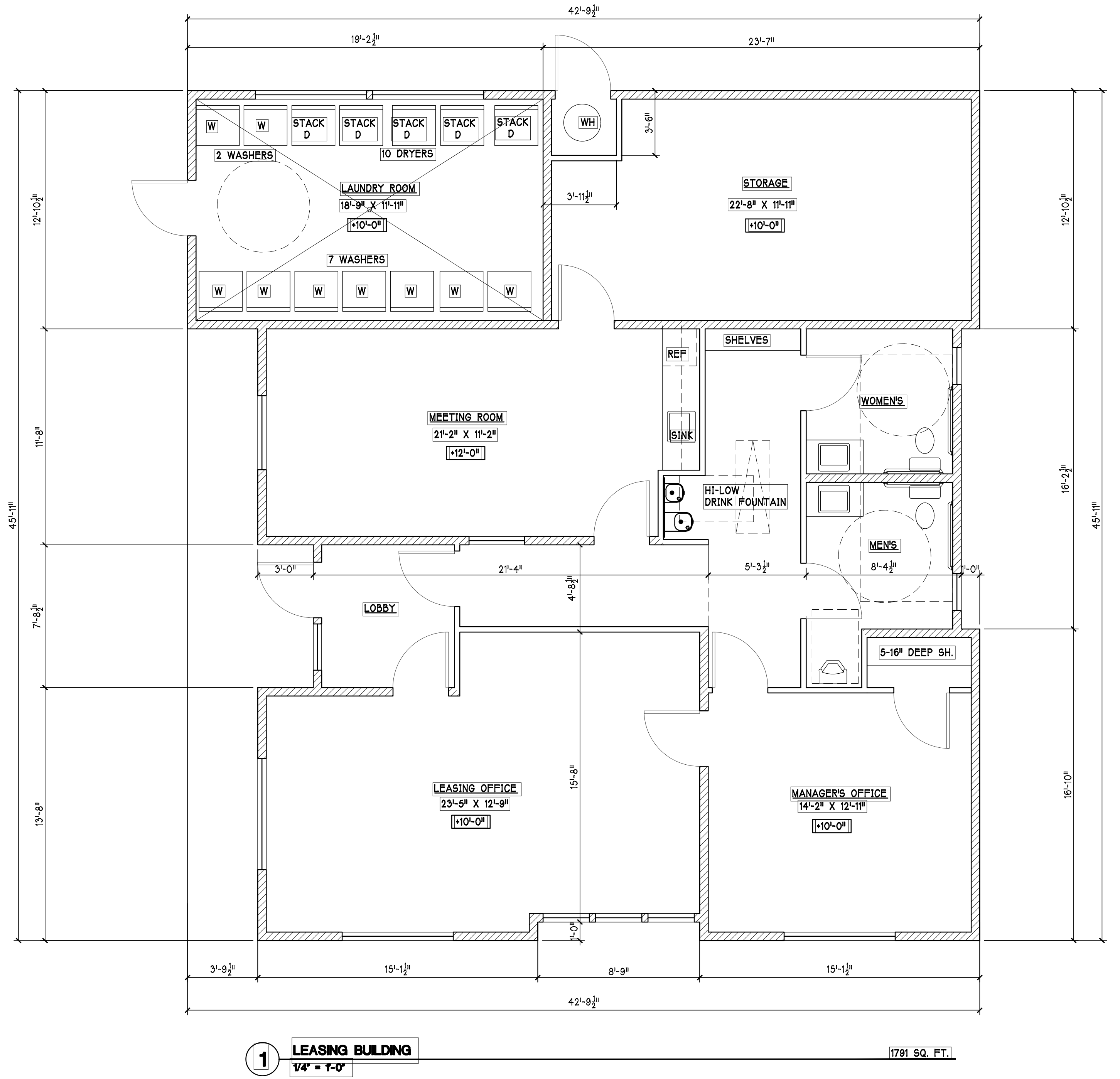
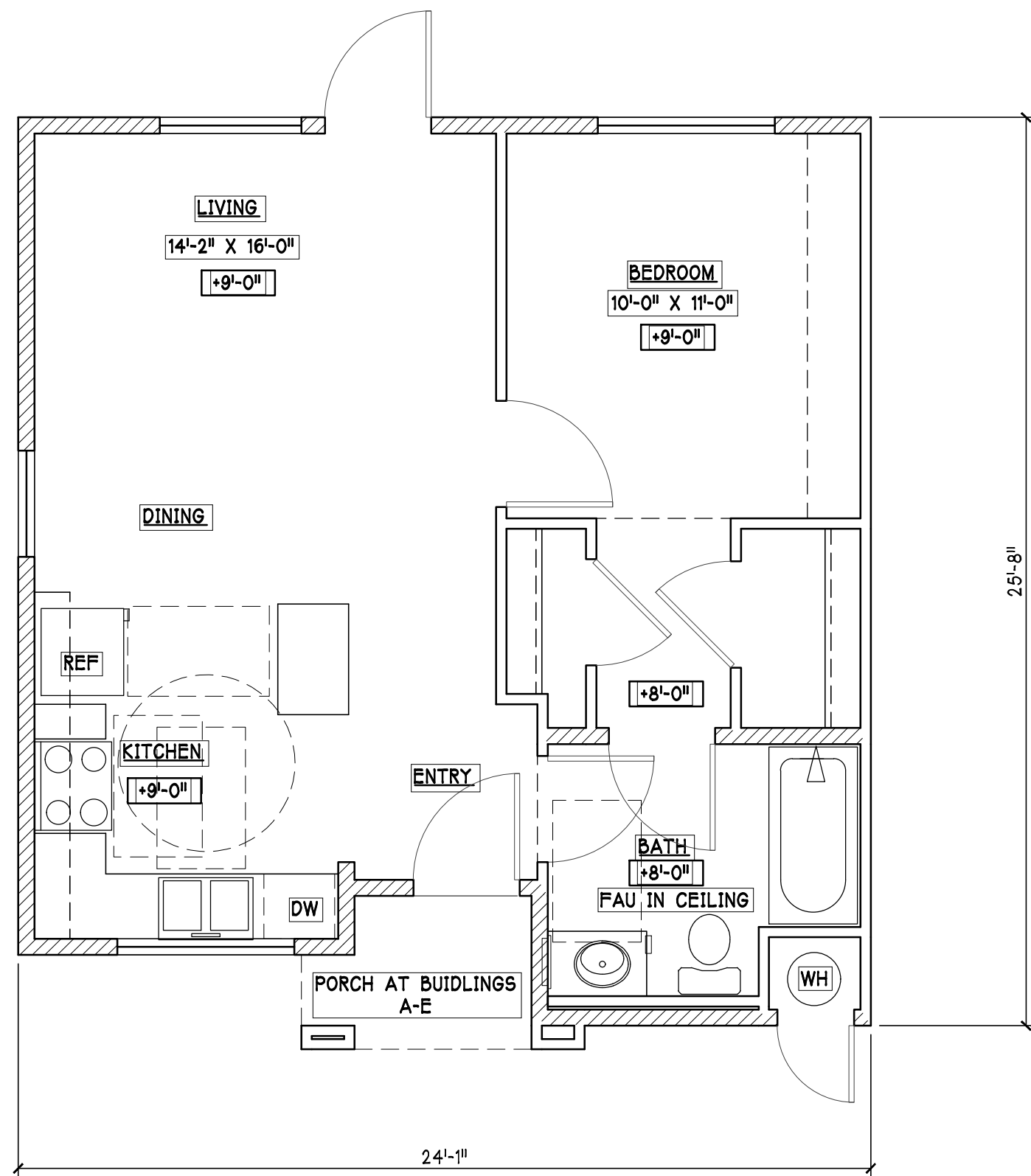
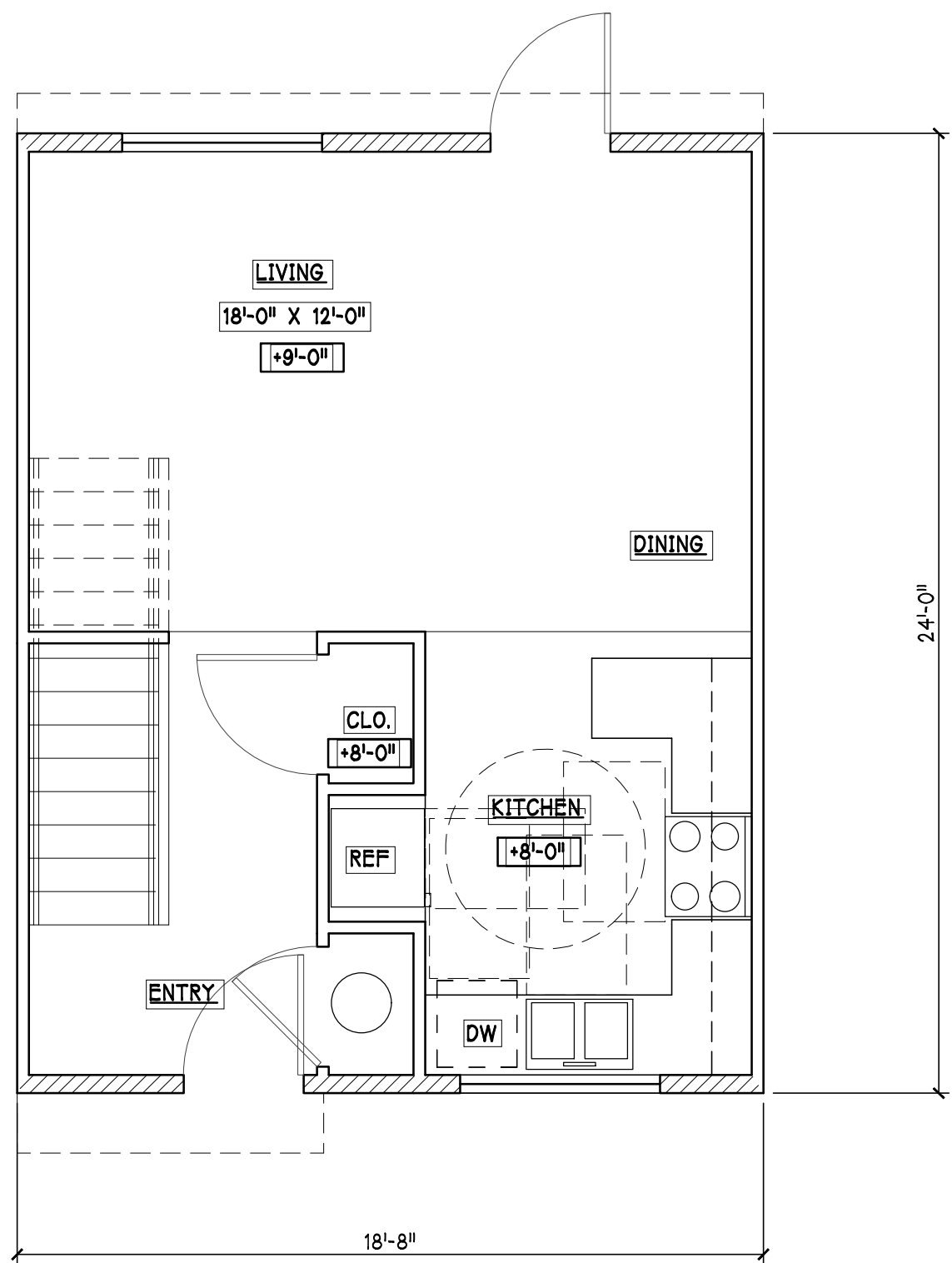
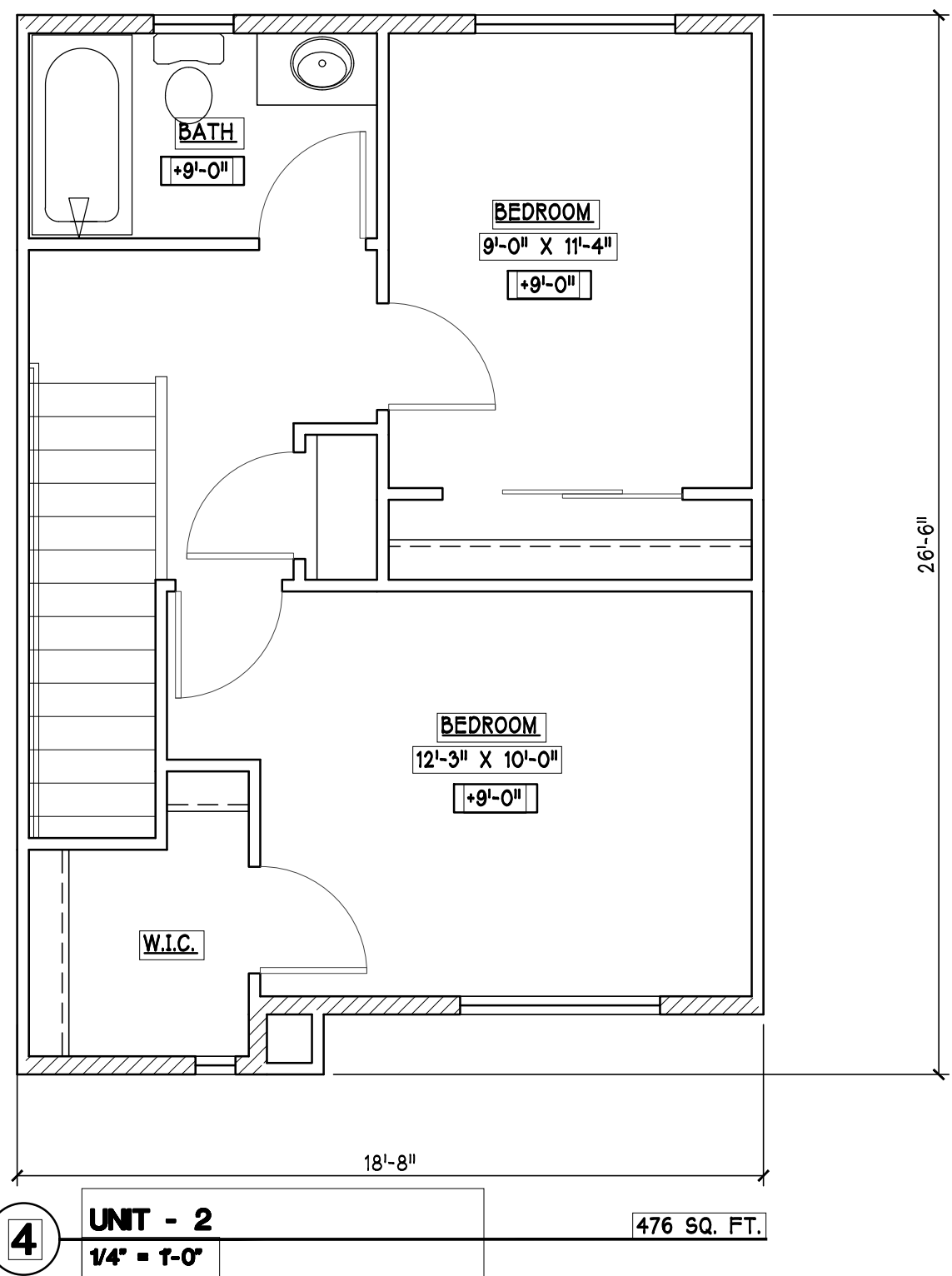
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 SANTA CLARA, CA 95051

SUNNYHILLS APARTMENTS ADDITION

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Date:	SEPT. 2018	Drawing Title:	FLOOR PLANS BUILDING F
Scale:		Sheet No.:	23
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SUNNYHILLS APARTMENTS ADDITION

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Scale:

Revisions:

JULY 2019

October 2019

Drawing Title:

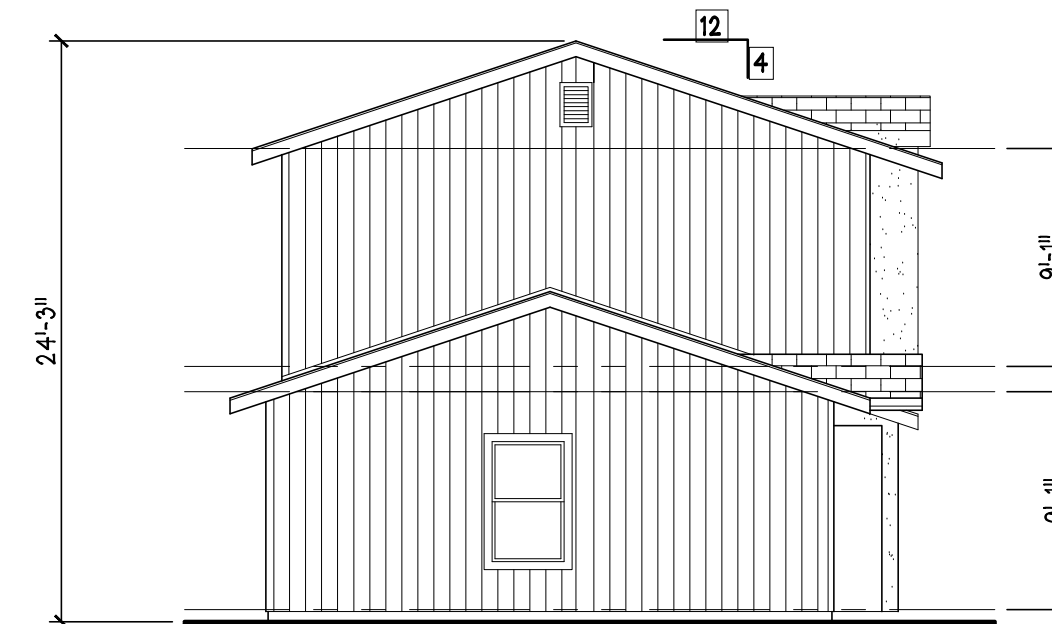
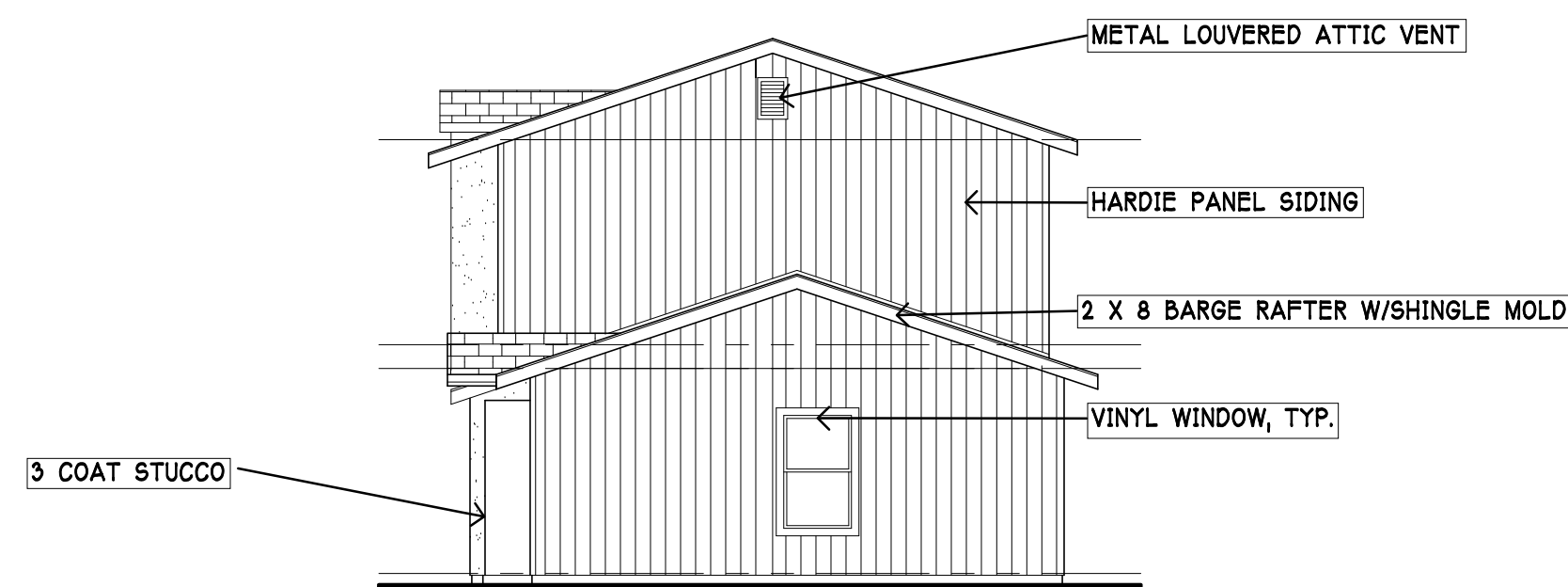
UNIT PLANS &
LEASING OFFICE

Sheet No:

2.4

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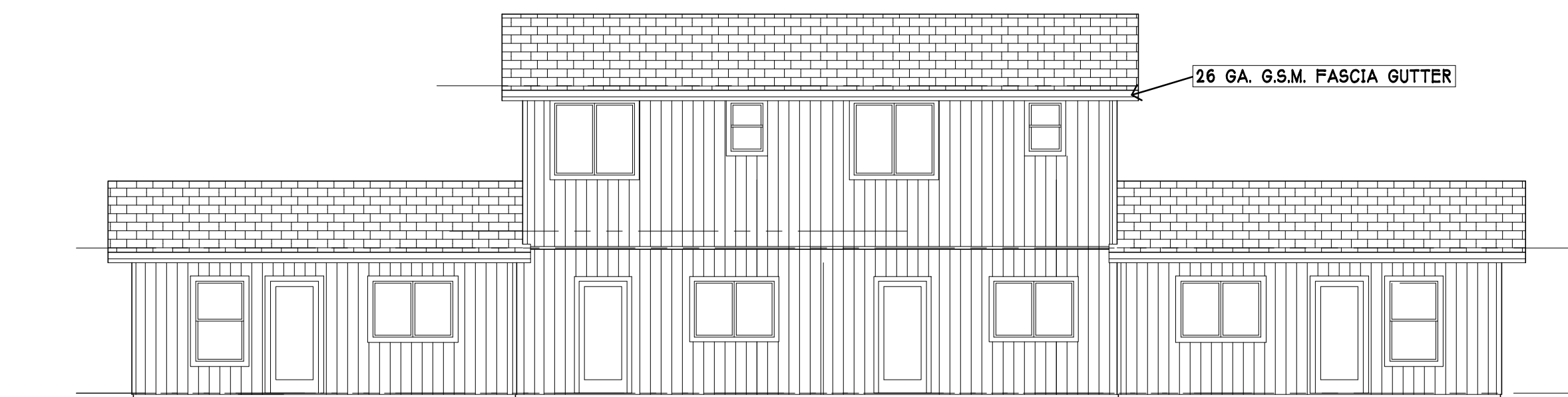
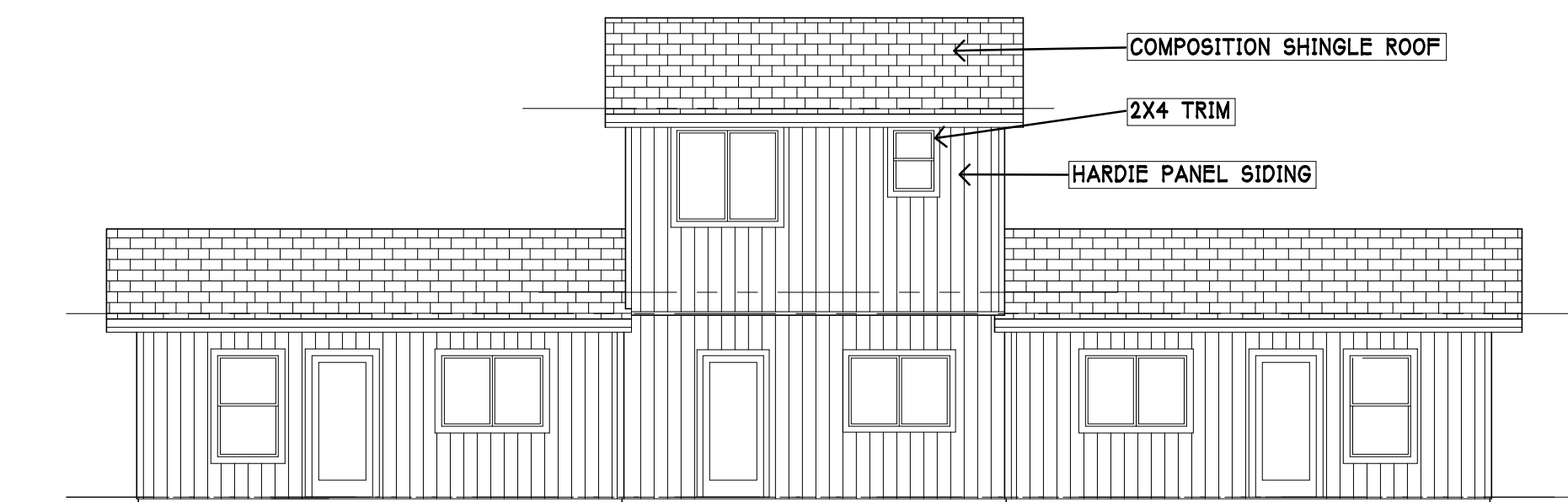
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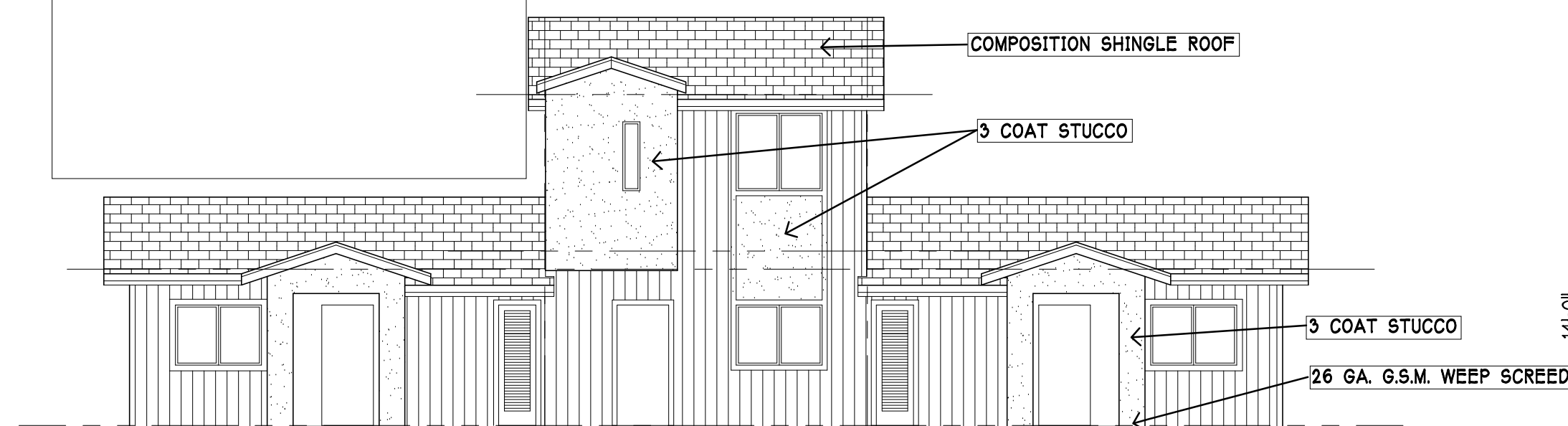
MATERIALS AND COLOR SCHEME

3-COAT PLASTER FINISH (LIGHT BROWN TO MATCH EXISTING PROJECT PAINT SCHEME)
 HARIDE PANEL/VERTICAL PATTERN (CREAM TO MATCH EXISTING PROJECT PAINT SCHEME)
 ALL WOOD TRIM & G.S.M. FASCIA GUTTER (RUST TO MATCH EXISTING PROJECT PAINT SCHEME)
 "GAF-TIMBERLINE/AMERICAN HARVEST" COMPOSITION SHINGLE ROOFING
 (COMPATIBLE WITH EXISTING PROJECT STYLE)
 ALL COMMON AND RESIDENTIAL WINDOWS TO BE "MILGARD" WHITE VINYL
 ALL UNIT WOOD ENTRY DOORS TO BE PAINTED AN ACCENT COLOR "BURGANDY"

3 SIDE ELEVATIONS 3 PLEX AND 4 PLEX 1/8" = 1'-0" BUILDINGS A, C AND D



2A REAR ELEVATION 3 PLEX 1/8" = 1'-0"



2B REAR ELEVATION 4 PLEX 1/8" = 1'-0"



1A FRONT ELEVATION 3 PLEX 1/8" = 1'-0"

BUILDING A

1B FRONT ELEVATION 4 PLEX 1/8" = 1'-0"

BUILDINGS C AND D

SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
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SUNNYHILLS INVESTORS, LLC
 100 SARATOGA AVENUE, SUITE 300
 SANTA CLARA, CA 95051

Date: SEPT. 2018

Scale:

Revisions:

JULY 2019

October 2019

Drawing Title:

EXTERIOR

ELEVATIONS

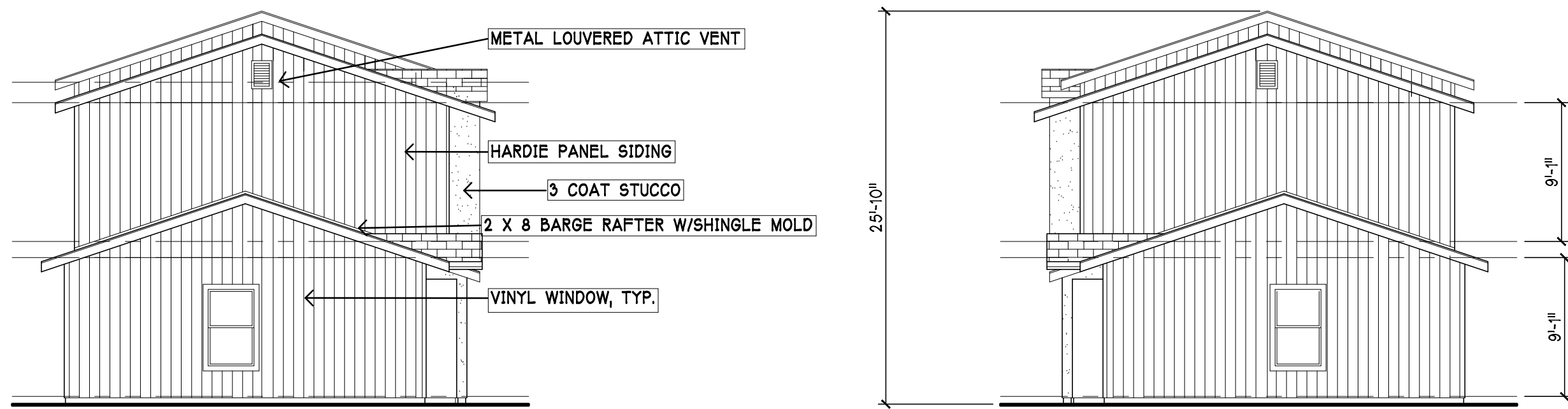
BLDG. A, C & D

Sheet No.:

3.0

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MATERIALS AND COLOR SCHEME

3-COAT PLASTER FINISH (LIGHT BROWN TO MATCH EXISTING PROJECT PAINT SCHEME)

HARIDE PANEL/VERTICAL PATTERN (CREAM TO MATCH EXISTING PROJECT PAINT SCHEME)

ALL WOOD TRIM & G.S.M. FASCIA GUTTER (RUST TO MATCH EXISTING PROJECT PAINT SCHEME)

"GAF-TIMBERLINE/AMERICAN HARVEST" COMPOSTION SHINGLE ROOFING
(COMPATIBLE WITH EXISTING PROJECT STYLE)

ALL COMMON AND RESIDENTIAL WINDOWS TO BE "MILGARD" WHITE VINYL

ALL UNIT WOOD ENTRY DOORS TO BE PAINTED AN ACCENT COLOR "BURGANDY"

3 SIDE ELEVATIONS
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

BUILDING E

SUNNYHILLS INVESTORS, LLC
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SANTA CLARA, CA 95051

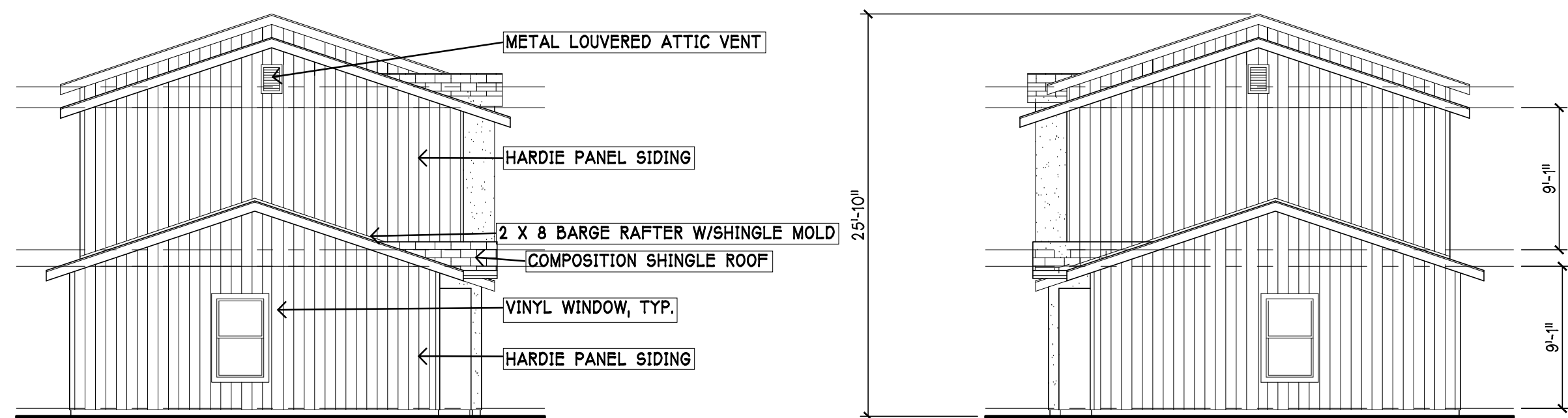
SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
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Date: SEPT. 2018
Scale:
Revisions:
JULY 2019
October 2019

Drawing Title:
EXTERIOR
ELEVATIONS
BUILDING E
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MATERIALS AND COLOR SCHEME

9-COAT PLASTER FINISH (LIGHT BROWN TO MATCH EXISTING PROJECT PAINT SCHEME)

HARIDE PANEL/VERTICAL PATTERN (CREAM TO MATCH EXISTING PROJECT PAINT SCHEME)

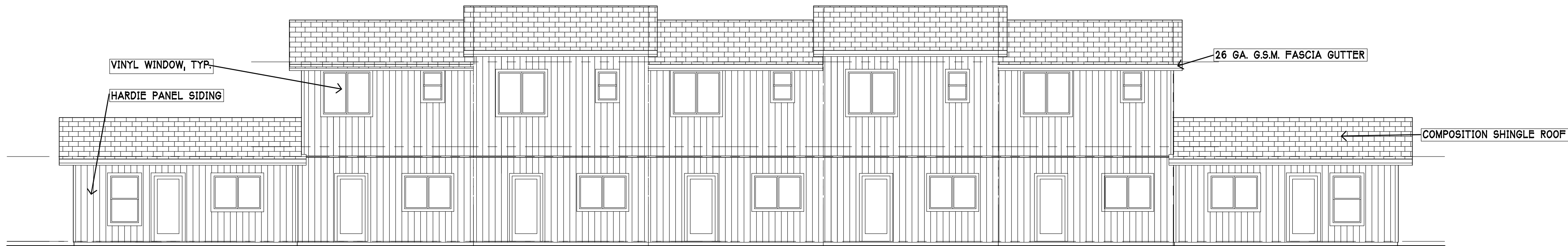
ALL WOOD TRIM & G.S.M. FASCIA GUTTER (RUST TO MATCH EXISTING PROJECT PAINT SCHEME)

"SAF-TIMBERLINE/AMERICAN HARVEST" COMPOSTION SHINGLE ROOFING
[COMPATIBLE WITH EXISTING PROJECT STYLE]

ALL COMMON AND RESIDENTIAL WINDOWS TO BE "MILGARD" WHITE VINYL

ALL UNIT WOOD ENTRY DOORS TO BE PAINTED AN ACCENT COLOR "BURGANDY"

3 SIDE ELEVATIONS
1/8" = 1'-0"



2 REAR ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

BUILDING B

SUNNYHILLS INVESTORS, LLC
100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
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Date: SEPT. 2018

Scale:

Revisions:

JULY 2019

October 2019

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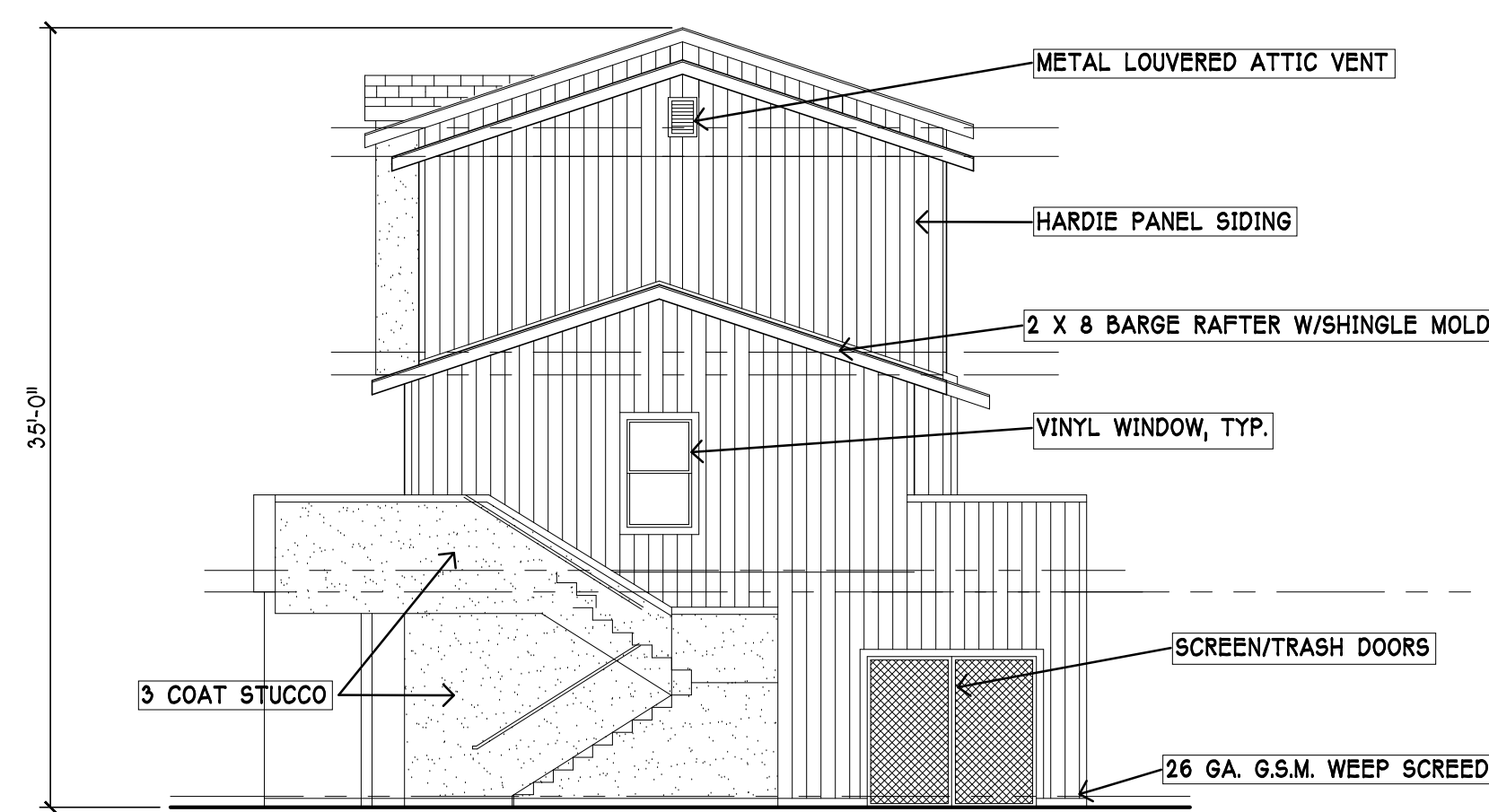
EXTERIOR
ELEVATIONS
BUILDING B

Sheet No:

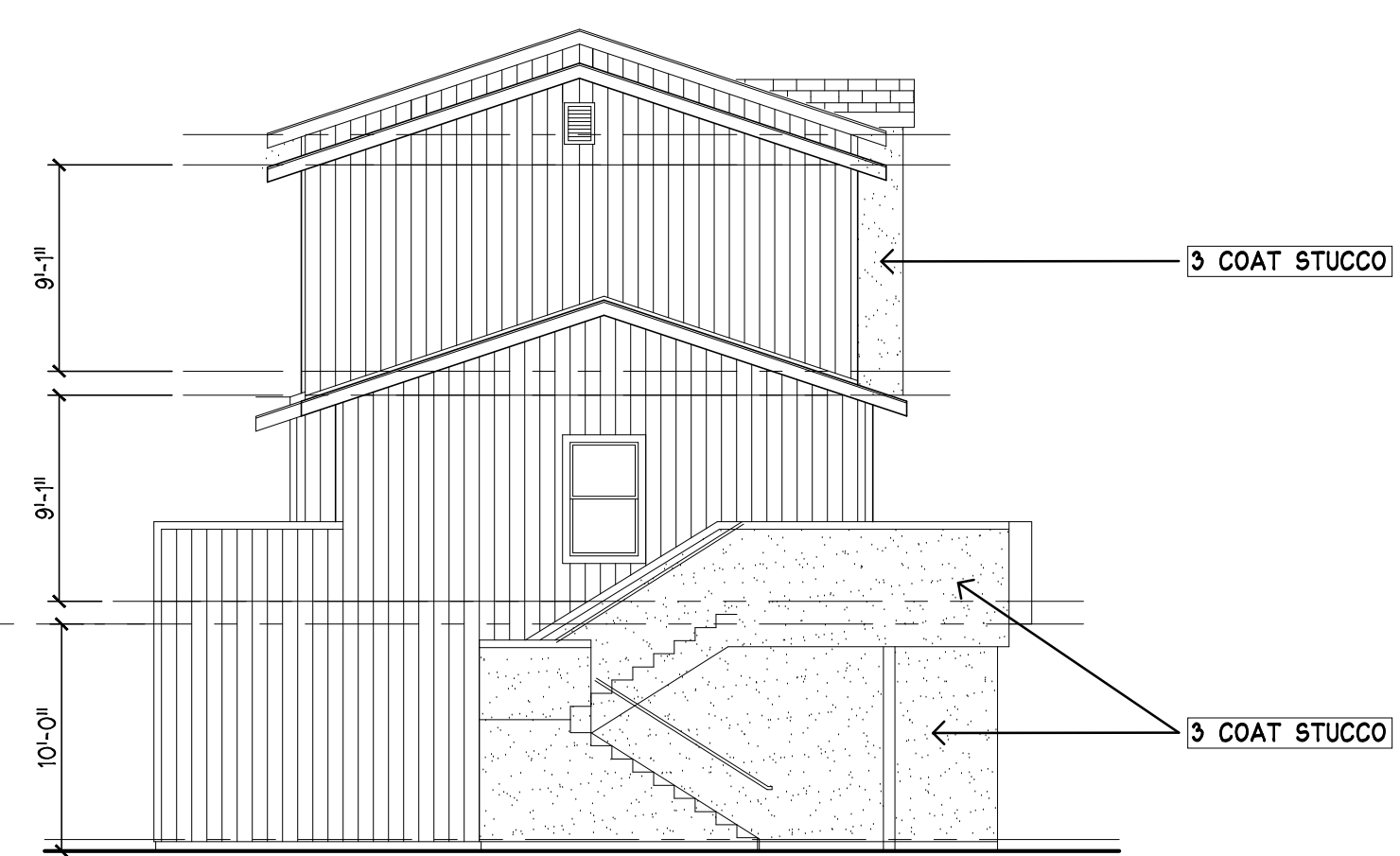
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3 SIDE ELEVATION
1/8" = 1'-0"



4 SIDE ELEVATION
1/8" = 1'-0"

MATERIALS AND COLOR SCHEME

3-COAT PLASTER FINISH (LIGHT BROWN TO MATCH EXISTING PROJECT PAINT SCHEME)
HARIDE PANEL/VERTICAL PATTERN (CREAM TO MATCH EXISTING PROJECT PAINT SCHEME)
ALL WOOD TRIM & G.S.M. FASCIA GUTTER (RUST TO MATCH EXISTING PROJECT PAINT SCHEME)
"GAF-TIMBERLINE/AMERICAN HARVEST" COMPOSTION SHINGLE ROOFING
(COMPATIBLE WITH EXISTING PROJECT STYLE)
ALL COMMON AND RESIDENTIAL WINDOWS TO BE "MILGARD" WHITE VINYL
ALL UNIT WOOD ENTRY DOORS TO BE PAINTED AN ACCENT COLOR "BURGANDY"



2 ELEVATION FACING COMMON AREAS PART 1 (PART 2 SIMILAR)
1/8" = 1'-0"



1 ELEVATION FACING PARKING PART 1 (PART 2 SIMILAR)
1/8" = 1'-0"

40 TUCK UNDER PARKING SPACES

BUILDING F

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Milpitas - California

Date: SEPT. 2018

Scale:

Revisions:

JULY 2019

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Drawing Title:

EXTERIOR
ELEVATIONS
BUILDING F

Sheet No:

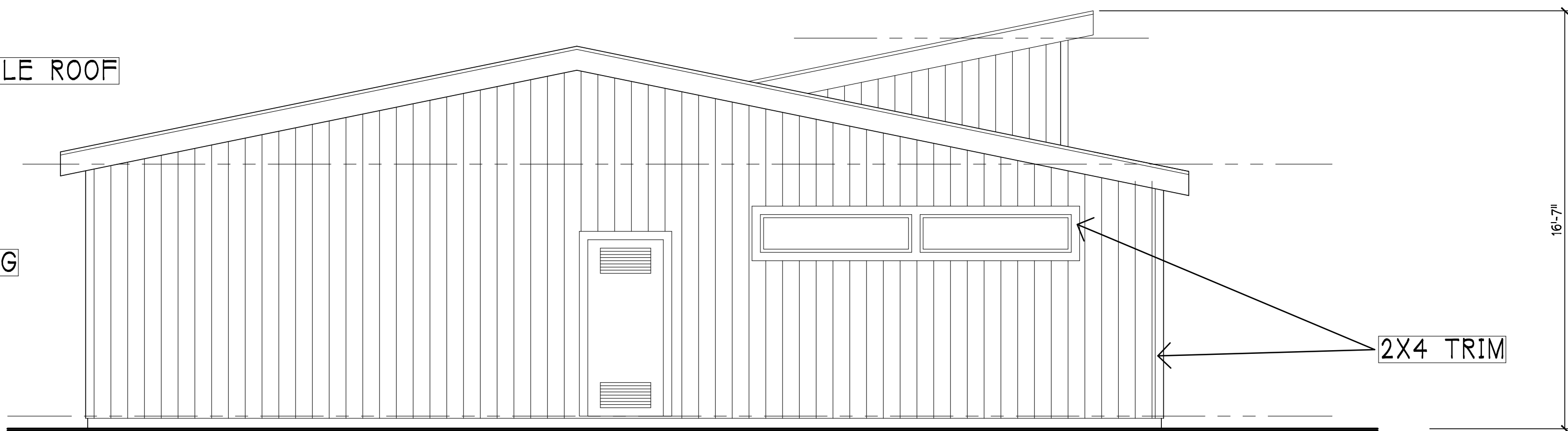
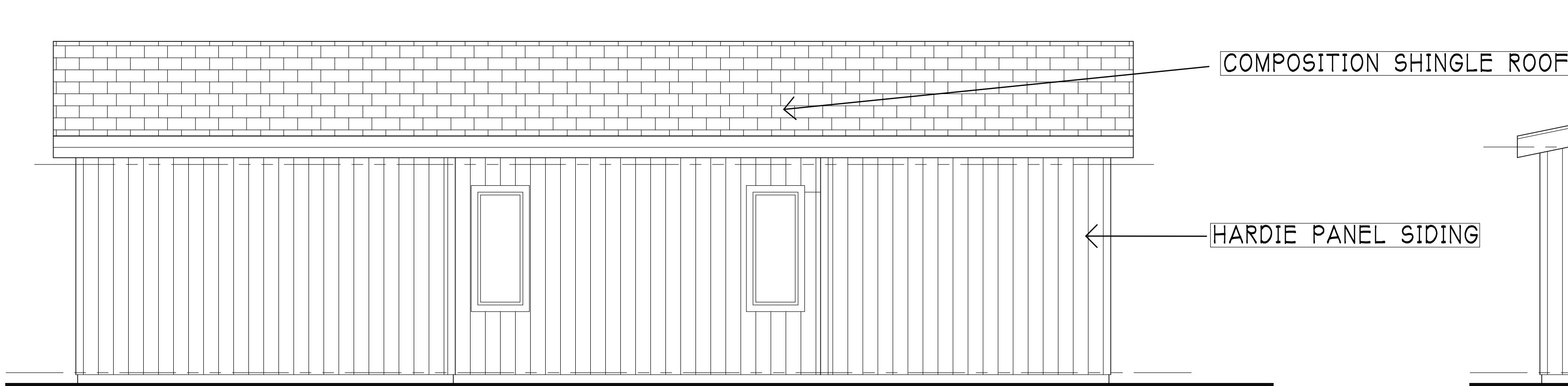
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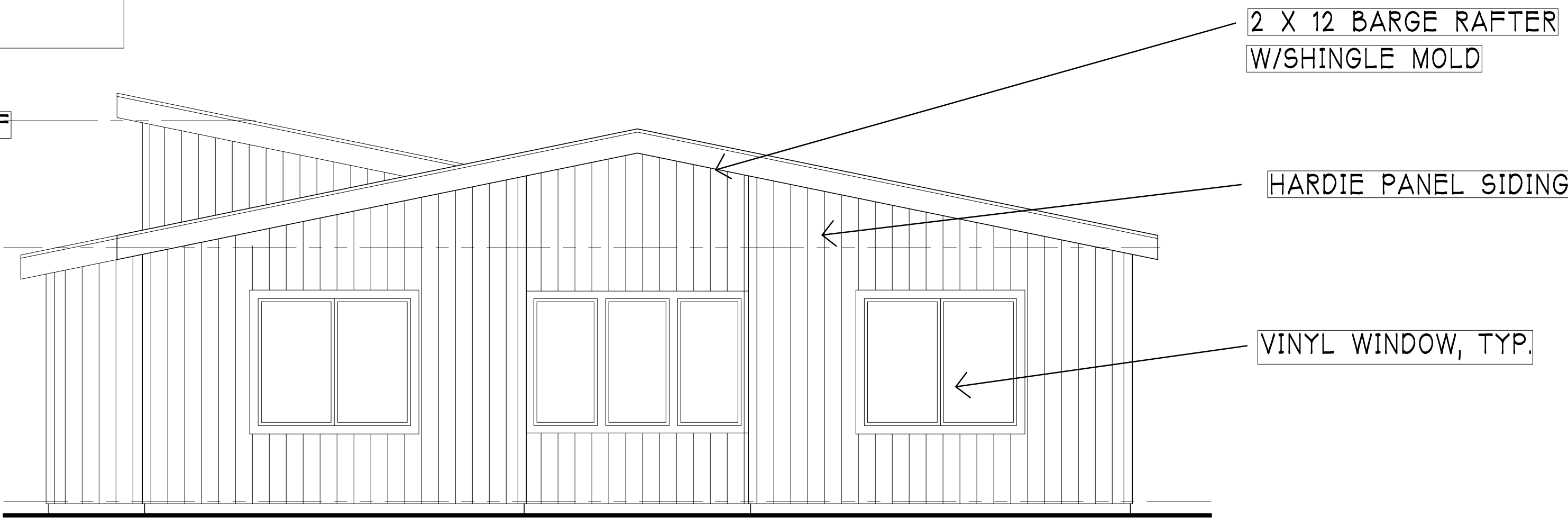
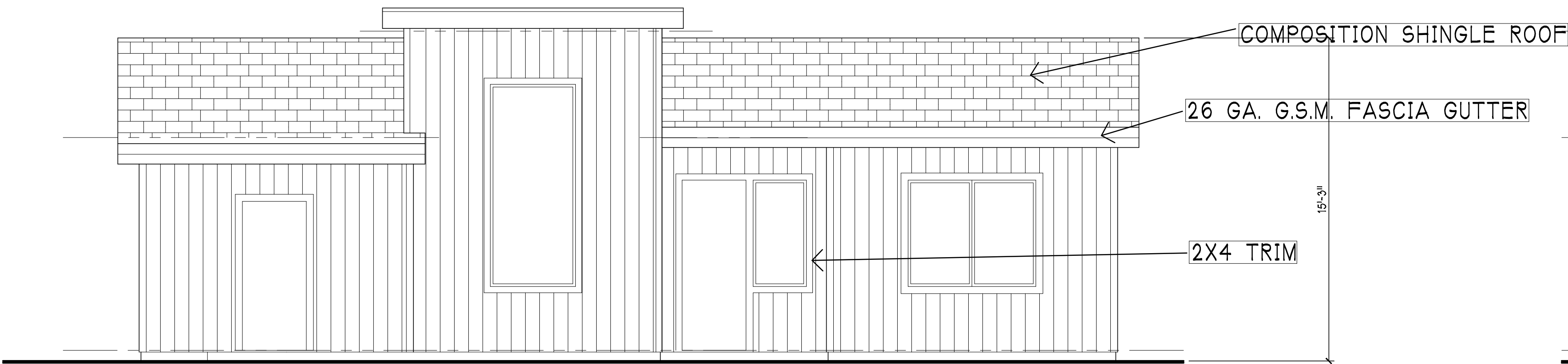
MATERIALS AND COLOR SCHEME

HARIDE PANEL/VERTICAL PATTERN (CREAM TO MATCH EXISTING PROJECT PAINT SCHEME)
ALL WOOD TRIM & G.S.M. FASCIA GUTTER (RUST TO MATCH EXISTING PROJECT PAINT SCHEME)
"GAF-TIMBERLINE/AMERICAN HARVEST" COMPOSITION SHINGLE ROOFING
[COMPATIBLE WITH EXISTING PROJECT STYLE]
ALL COMMON AND RESIDENTIAL WINDOWS TO BE "MILGARD" WHITE VINYL
ALL UNIT WOOD ENTRY DOORS TO BE PAINTED AN ACCENT COLOR "BURGANDY"



4 SIDE ELEVATION FACING EXISTING BUILDINGS
1/4" = 1'-0"

3 REAR ELEVATION FACING BUILDING F
1/4" = 1'-0"



2 SIDE ELEVATION FACING COMMON AREAS
1/4" = 1'-0"

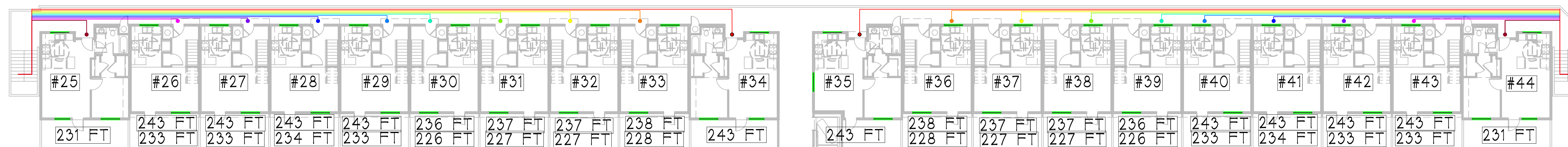
1 FRONT ELEVATION FACING STREET
1/4" = 1'-0"



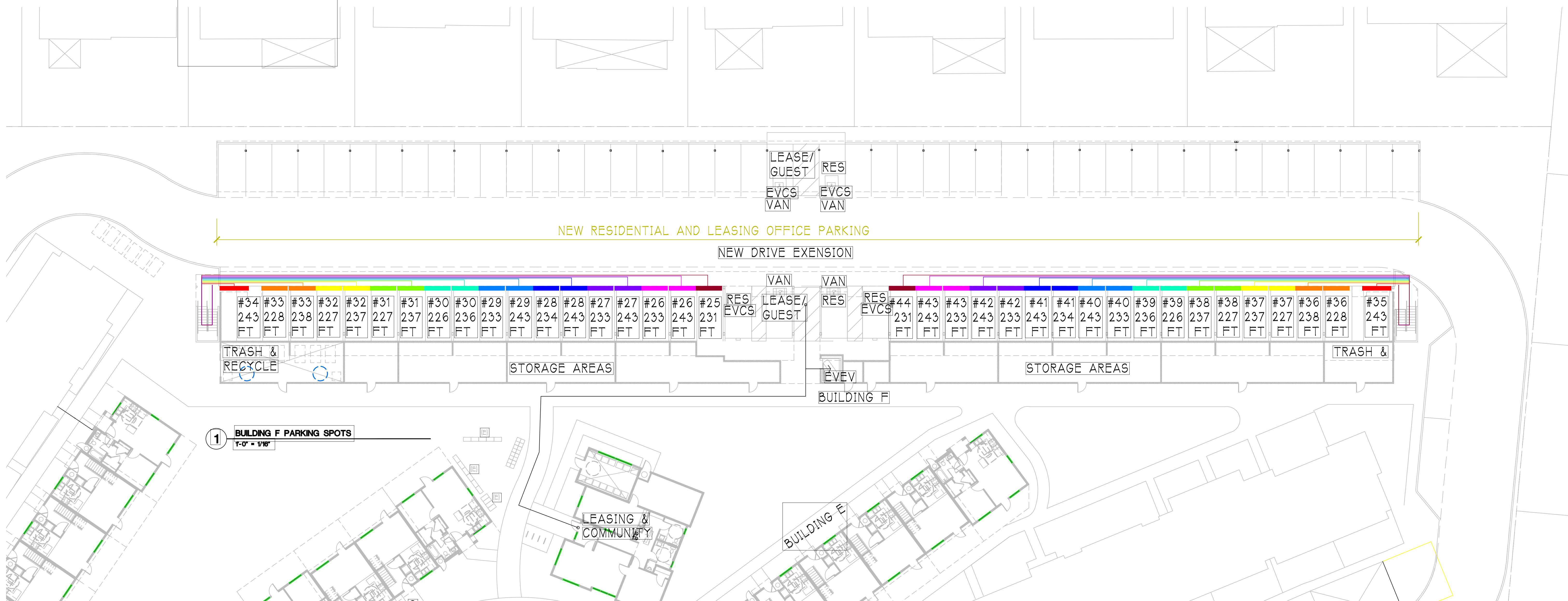
COLOR SCHEME & 3D MODEL OF TYPICAL PROPOSED BUILDING



COLOR SCHEME OF TYPICAL EXISTING BUILDING



2 SECOND FLOOR
1/16" = 1'-0"



1 BUILDING F PARKING SPOTS
1'-0" = 1/16"

SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
Milpitas - California

SUNNYHILLS INVESTORS, LLC
100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

Date: SEPT. 2018

Scale:

Revisions:

JULY 2019

October 2019

Drawing Title:

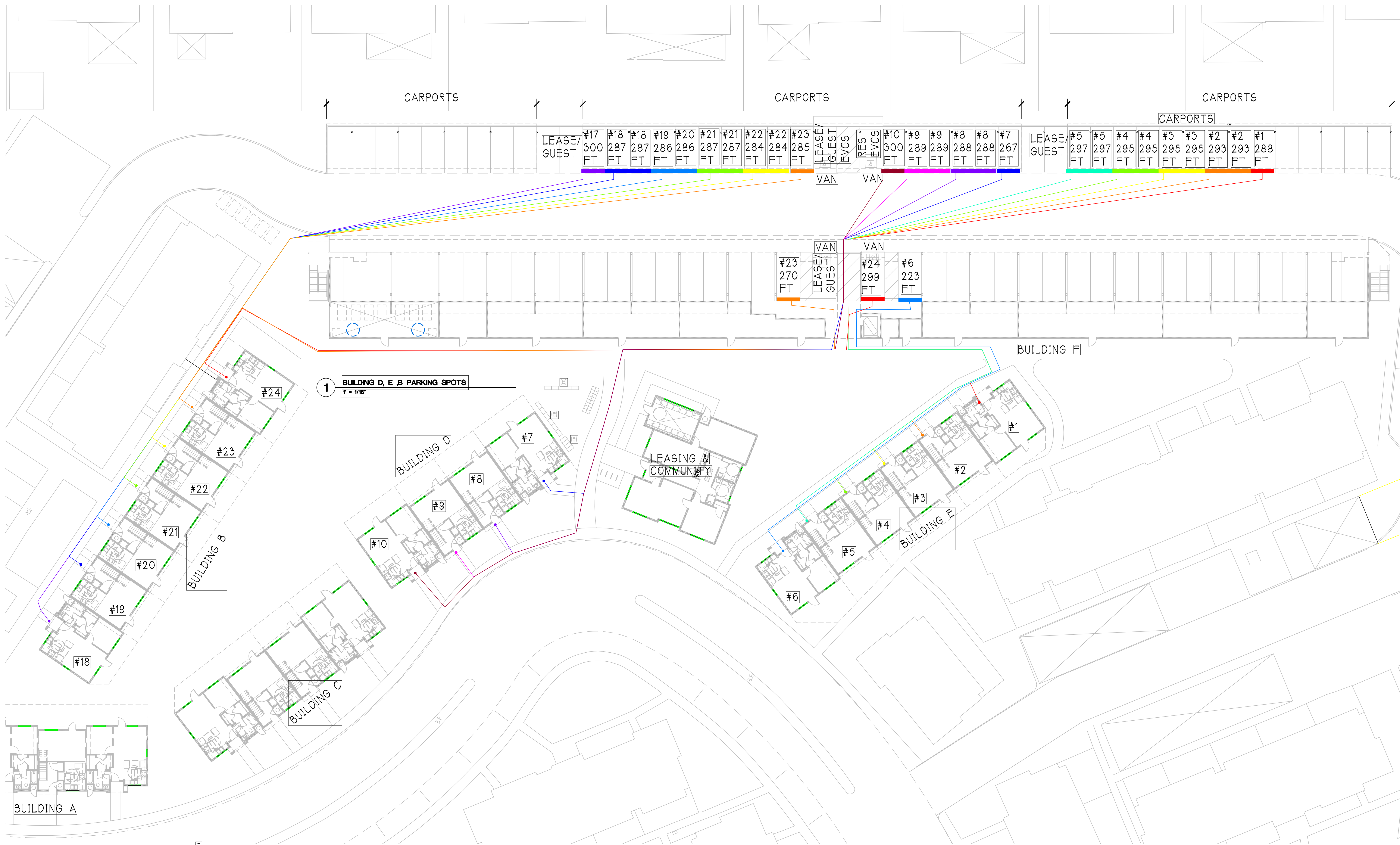
PARKING TO
UNIT DISTANCES

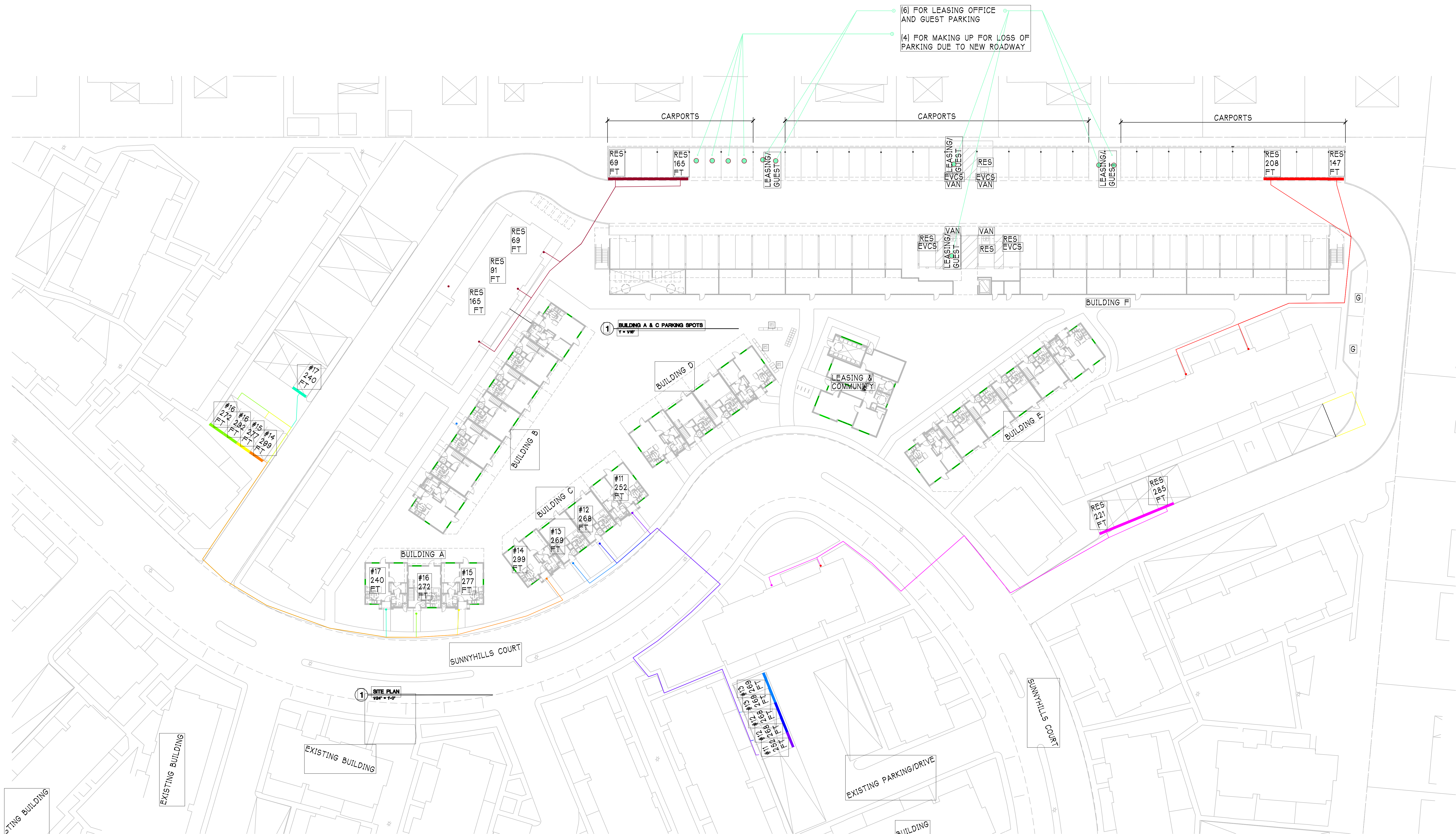
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4.1

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SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
Milpitas - California

Date: SEPT. 2018
Scale:
Revisions:
JULY 2019
October 2019
March 2020

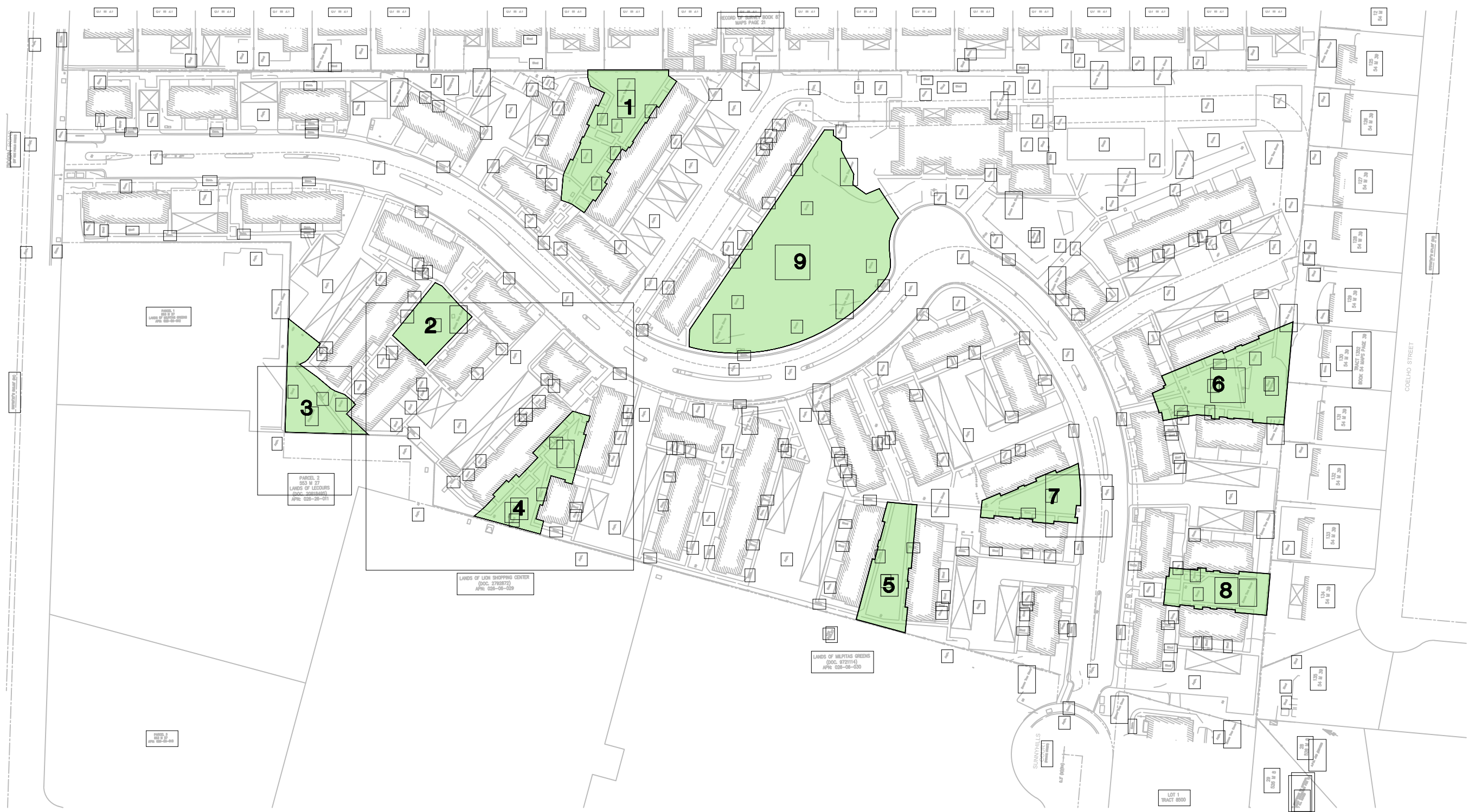
Drawing Title:
**PARKING TO
UNIT DISTANCES**
Sheet No.:
4.3

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COMMON OPEN SPACE BEFORE

OPEN SPACE 1	=	7,210 SF
OPEN SPACE 2	=	3,147 SF
OPEN SPACE 3	=	4,412 SF
OPEN SPACE 4	=	4,991 SF
OPEN SPACE 5	=	4,663 SF
OPEN SPACE 6	=	8,556 SF
OPEN SPACE 7	=	3,558 SF
OPEN SPACE 8	=	3,833 SF
OPEN SPACE 9	=	24,069 SF
TOTAL OPEN SPACE	=	64,439 SF
64,439	=	376 SF/UNIT
171 units		



1 COMMON OPEN SPACE BEFORE

OPEN SPACE 1	=	7,210 SF
OPEN SPACE 2	=	3,147 SF
OPEN SPACE 3	=	4,412 SF
OPEN SPACE 4	=	4,991 SF
OPEN SPACE 5	=	4,663 SF
OPEN SPACE 6	=	8,556 SF
OPEN SPACE 7	=	3,558 SF
OPEN SPACE 8	=	3,833 SF
OPEN SPACE 9	=	1,544 SF
OPEN SPACE 10	=	3,607 SF
OPEN SPACE 11	=	7,326 SF
TOTAL OPEN SPACE	=	52,847 SF
52,847	=	245 SF/UNIT
215 units		



2 COMMON OPEN SPACE AFTER

BUILDING TO OPEN SPACE RATIO BEFORE

TOTAL AREA OF BUILDINGS	114,515 SF	31%
TOTAL AREA OF OPEN SPACE	264,952 SF	69%
TOTAL AREA (ENTIRE SITE EXCLUDING PAVED DRIVING AND PARKING)	379,467 SF	100%



1 BUILDING TO OPEN SPACE RATIO BEFORE

BUILDING TO OPEN SPACE RATIO AFTER

TOTAL AREA OF BUILDINGS	137,212 SF	38%
TOTAL AREA OF OPEN SPACE	231,376 SF	62%
TOTAL AREA (ENTIRE SITE EXCLUDING PAVED DRIVING AND PARKING)	368,588 SF	100%



2 BUILDING TO OPEN SPACE RATIO AFTER



SUNNYHILLS INVESTORS, LLC
100 SARATOGA AVENUE, SUITE 300
SANTA CLARA, CA 95051

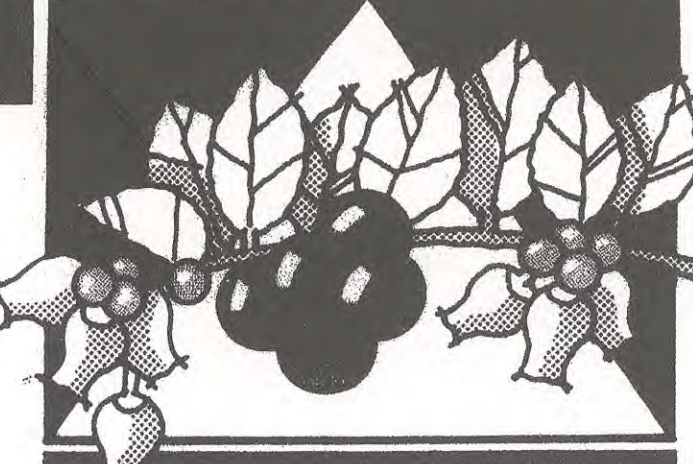
SUNNYHILLS APARTMENTS ADDITION

1724 SUNNYHILLS COURT
Milpitas - California

Date: SEPT. 2018
Scale:
Revisions:
JULY 2019
October 2019
March 2020

Drawing Title:
**PRIVATE OPEN
SPACE CALCS**
Sheet No.:
4.5

LPMD
Architects
1288 Kifer Road, Suite 206
Sunnyvale, CA 94086
Telephone : 408-992-0280
Fax : 408-992-0281



ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE

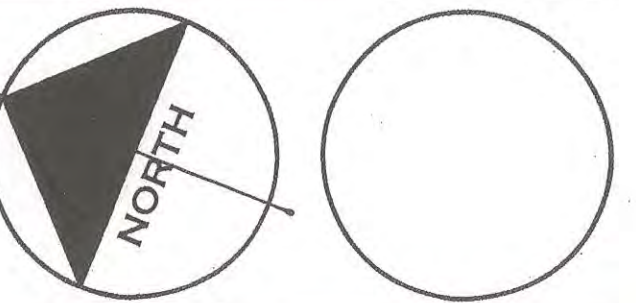
35802 HIBISCUS COURT, FREMONT, CA 94536
PHONE: (408) 838.2329
jw@isaacsonwood.com

**SUNNYHILLS APARTMENTS
ADDITION**
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
100 SARATOGA AVENUE, SUITE #300
SANTA CLARA, CA 95051

EXISTING TREE INVENTORY PLAN

JOB #	REVISIONS:
18012	6
DATE:	07.19.19
09.24.18	10.30.19
	03.10.20



SCALE: 1"=20'

SHEET
L2
OF

EXISTING TREE INVENTORY CHART PREPARED BY: RICHARD SMITH, CERTIFIED ARBORIST NO. WE-8745A BAY AREA TREE SPECIALISTS 541 WEST CAPITOL EXPRESSWAY PMB 287 SAN JOSE, CA 95136 408.466.3469 DATE OF INVENTORY: 06.01.18

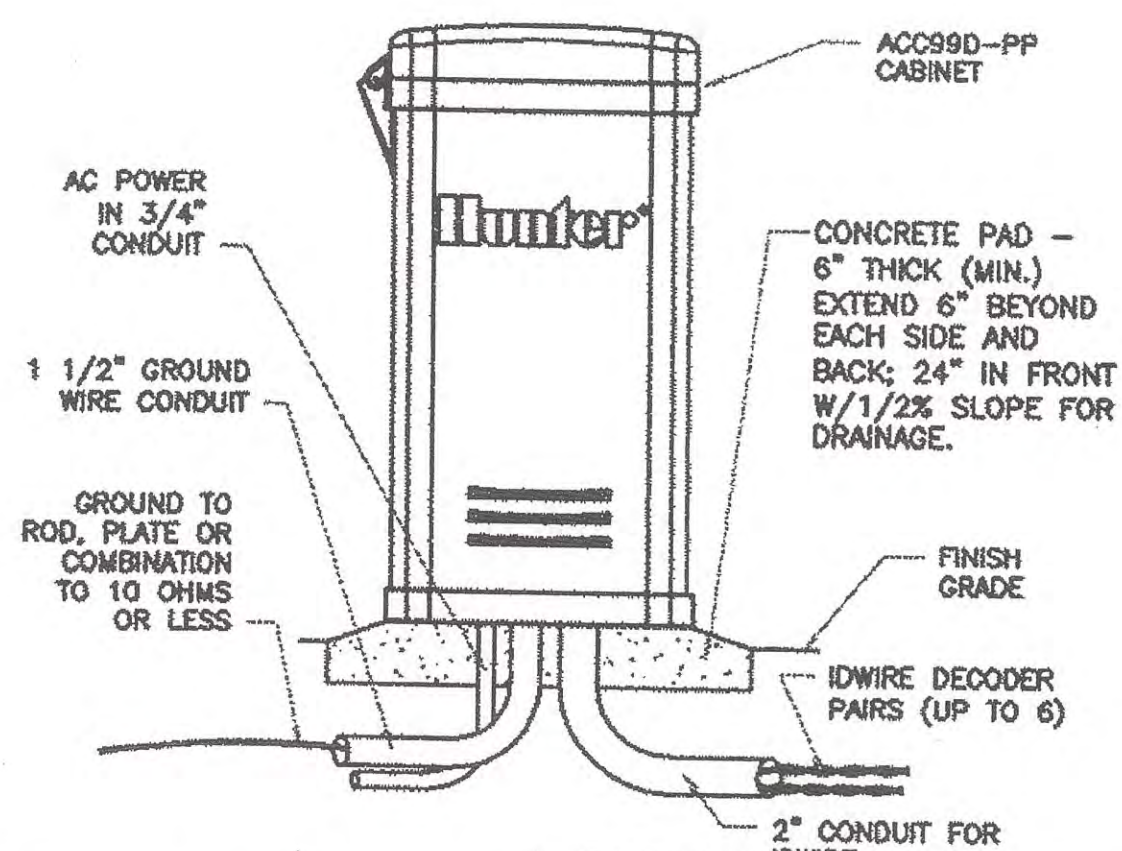
EXISTING TREE (TO BE REMOVED)

- Tree number 1) Sycamore, DBH 18 inches, height 30 feet, crown spread 16 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 2) Chinese Elm, DBH 20 inches, height 25 feet, crown spread 21 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 3) Liquid Ambar, DBH 18 inches, height 26 feet, crown spread 13 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 4) Liquid Ambar, DBH 17 inches, height 38 feet, crown spread 16 feet, good health, good structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 5) Liquid Ambar, DBH 19 inches, height 34 feet, crown spread 20 feet, good health, good structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 6) Chinese Elm, DBH 22 inches, height 24 feet, crown spread 21 feet, poor health, poor structure, decay at base into root buttress, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 7) Chinese Elm, DBH 18 inches, height 22 feet, crown spread 21 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.

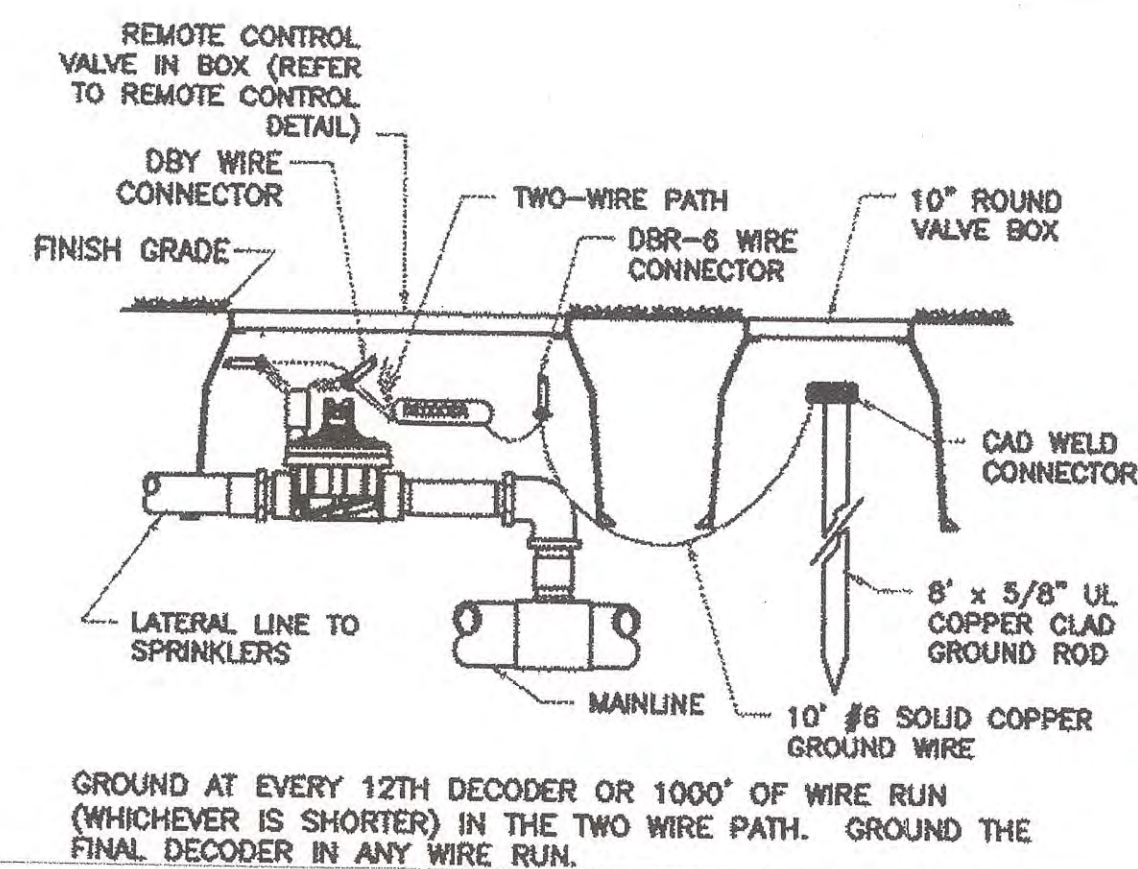
- Tree number 8) Chinese Elm, DBH 22 inches, height 24 feet, crown spread 22 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 9) Chinese Elm, DBH 18 inches, height 27 feet, crown spread 23 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 10) Chinese Elm, DBH 19 inches, height 21 feet, crown spread 18 feet, poor health, poor structure, decayed stems from topping cuts previously, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 11) Chinese Elm, DBH 19 inches, height 25 feet, crown spread 20 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 12) Sycamore, DBH 17 inches, height 27 feet, crown spread 20 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 13) Magnolia, DBH 16 inches, height 30 feet, crown spread 17 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 14) Sycamore, DBH 12 inches, height 20, crown spread 10 feet, poor health, poor structure, decayed stems in canopy, lean, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 15) Liquid Ambar, DBH 18 inches, height 25 feet, crown spread 16 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 16) Chinese Elm, DBH 25 inches, height 24 feet, crown spread 25 feet, fair health, fair structure, tree is too close to building, lifting porch 8 feet away, Recommendations: Removal and replacement, within footprint of construction.

NOTE:
TOTAL NUMBER OF EXISTING TREES
PROPOSED TO BE REMOVED: 31
(SEE CONCEPTUAL PLANTING PLAN;
SHEET #L1 FOR PROPOSED MITIGATION)

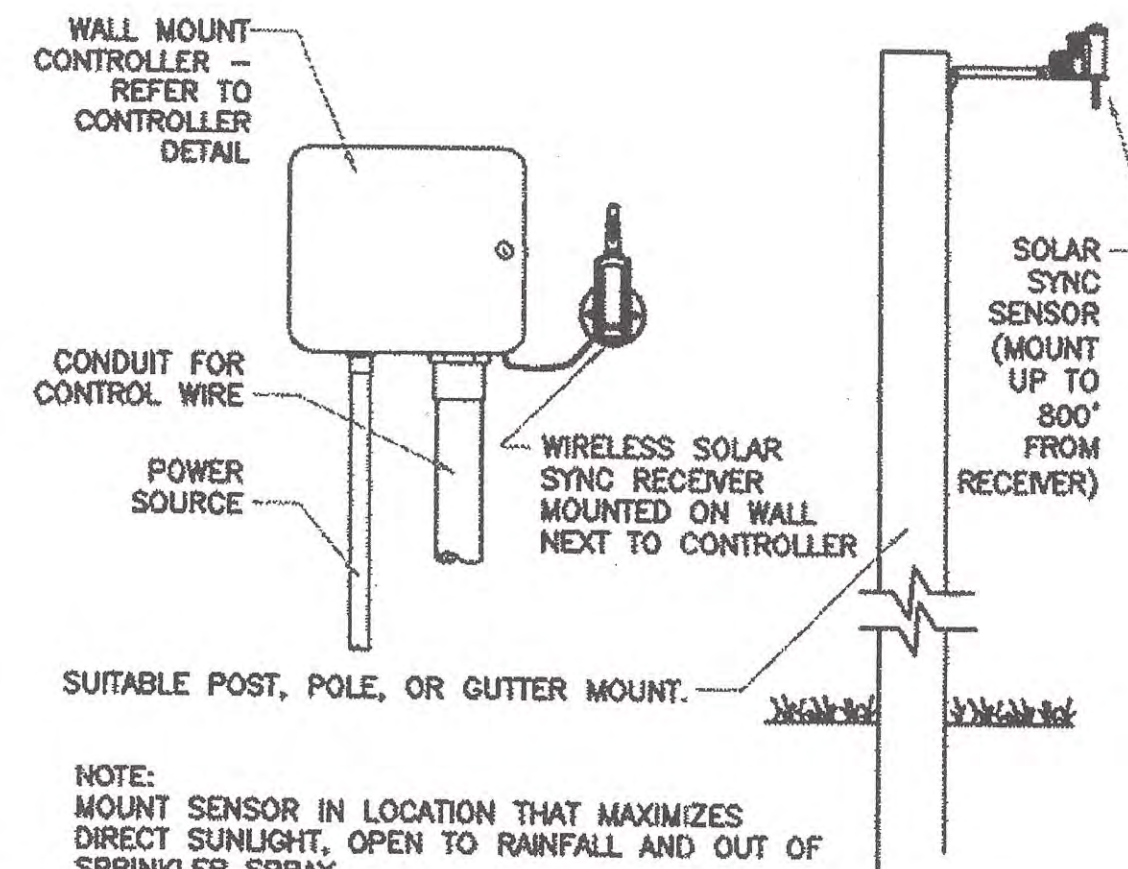
- Tree number 17) Hollywood Juniper, DBH 22 inches, height 16 feet, crown spread 10 feet, fair health, fair structure, Removal and replacement, within footprint of construction.
- Tree number 18) Sycamore, DBH 25 inches, height 32 feet, crown spread 20' feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 19) Sycamore, DBH 19 inches, height 40 feet, crown spread 25 feet, fair health, fair structure, close to building, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 21) Sycamore, DBH 17 inches, height 38 feet, crown spread 16 feet, fair health, fair structure, tree is 24 inches from foundation, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 22) Pepper, DBH 20 inches, height 24 feet, crown spread 30 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 23) Pepper, DBH 32 inches, height 28 feet, crown spread 27 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 24) Pepper, DBH 22 inches, height 20 feet, crown spread 23 feet, poor health, poor structure, tree is in decline 20% live canopy, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 25) Pepper, DBH 14 inches, height 19 feet, crown spread 18 feet, poor health, poor structure, poor history of topping decay stems, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 26) Chinese Elm, DBH 24 inches, height 34 feet, crown spread 35 feet, poor health, poor structure, decaying stem, unsafe, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 27) Chinese Elm, DBH 23 inches, height 34 feet, crown spread 30 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 28) Chinese Elm, DBH 22 inches, height 31 feet, crown spread 32 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 29) Chinese Elm, DBH 21 inches, height 27 feet, crown spread 28 feet, fair health, fair structure, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 30) Grape Myrtle, DBH 9 inches, height 18 feet, crown spread 8 feet, poor health, poor structure, tree is ½ dead, Recommendations: Removal and replacement, within footprint of construction.
- Tree number 31) Grape Myrtle, DBH 11 inches, height 20 feet, crown spread 8 feet, good health, good structure, Recommendations: Removal and replacement, within footprint of construction.



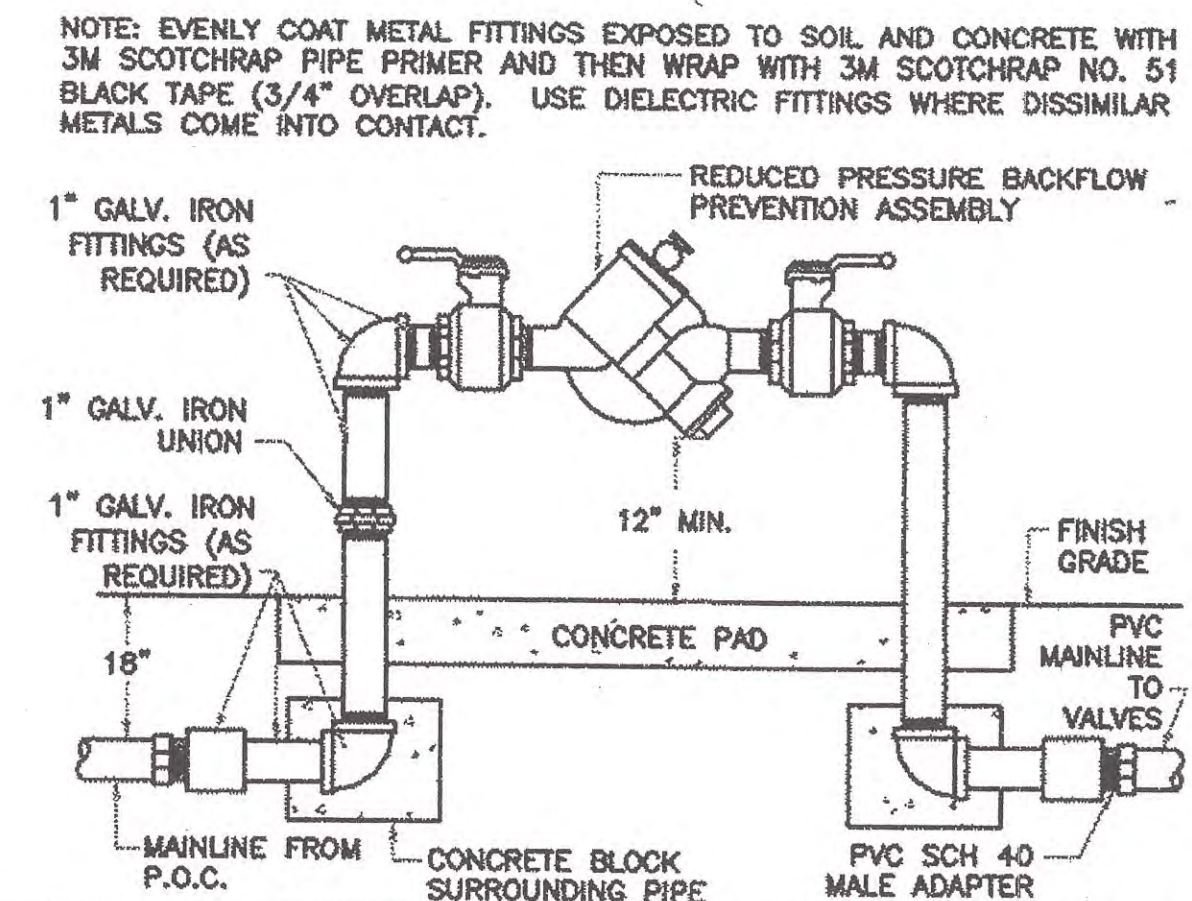
11 PEDESTAL MOUNT AUTOMATIC CONTROLLER



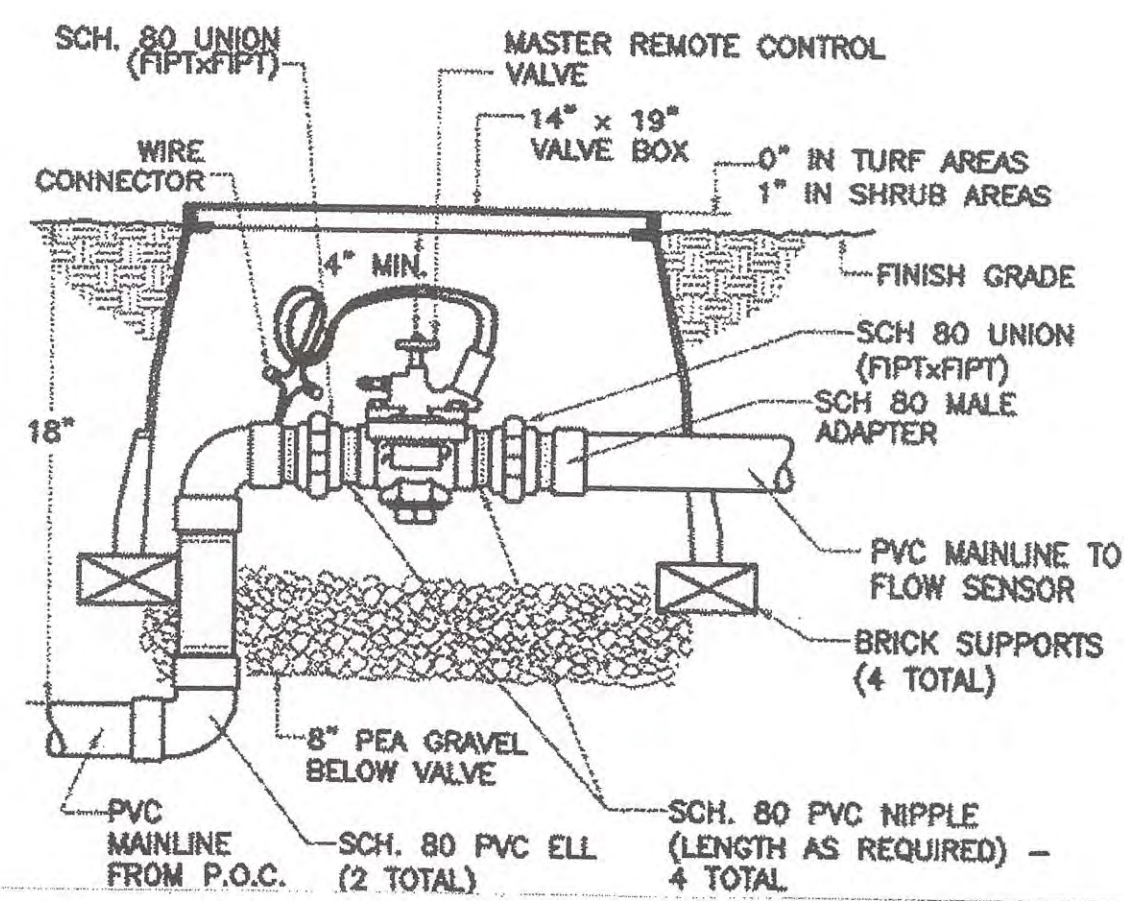
12 TWO WIRE DECODER GROUNDING



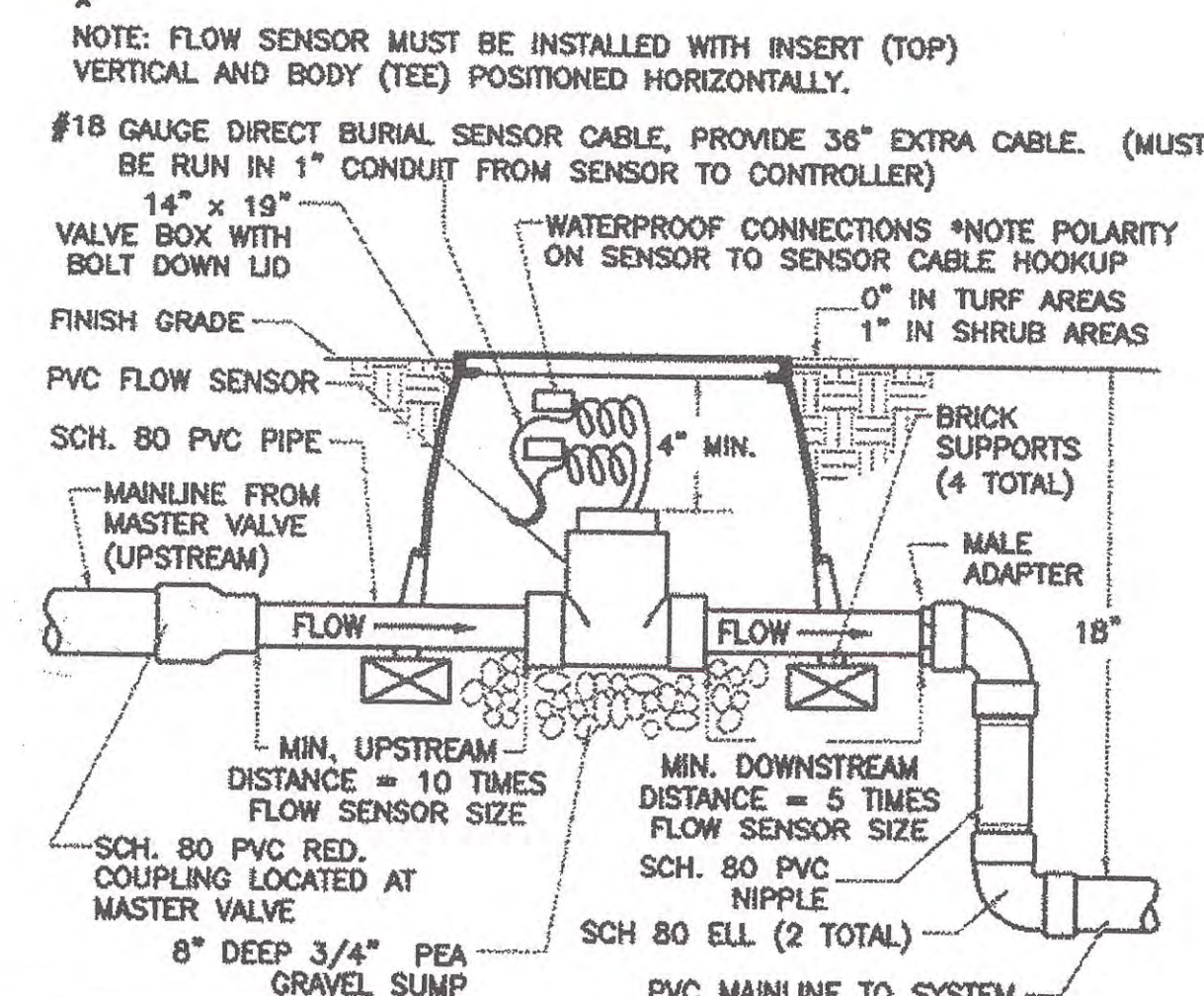
13 SOLAR SYNC WEATHER SENSOR



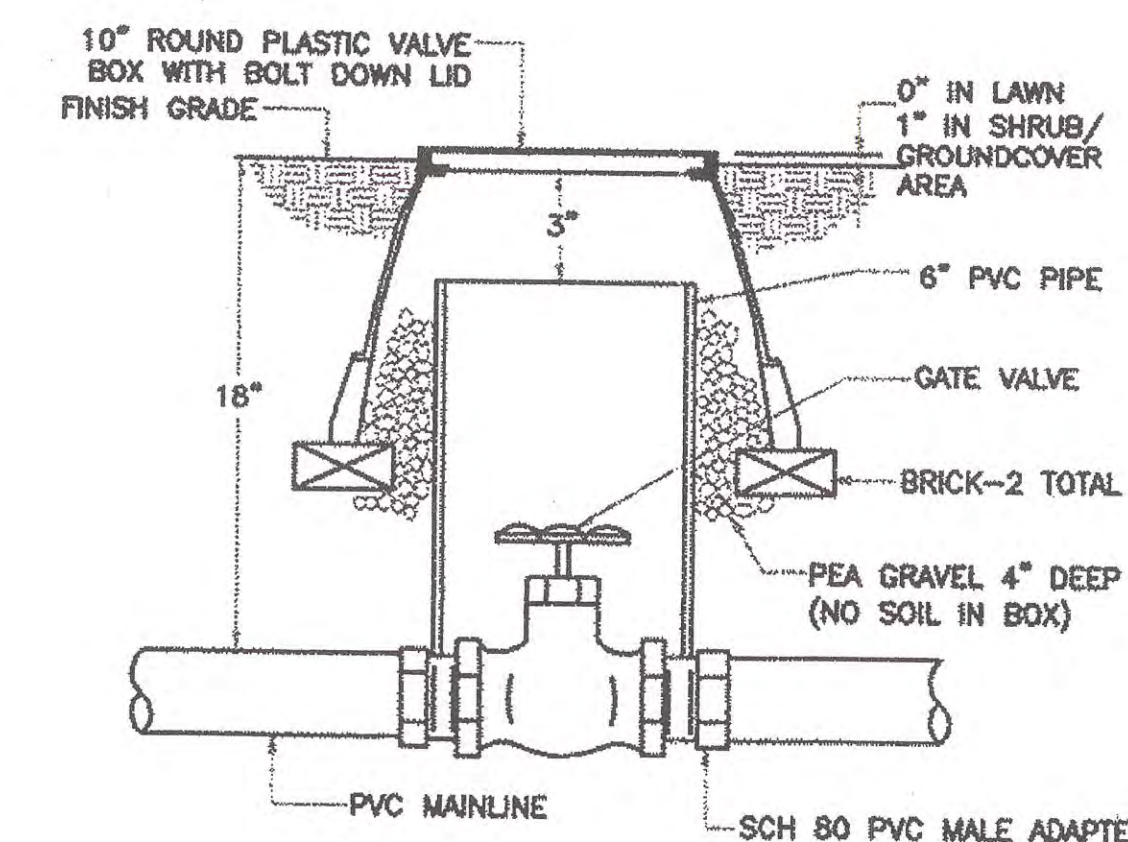
14 REDUCED PRESSURE BACKFLOW ASSEMBLY



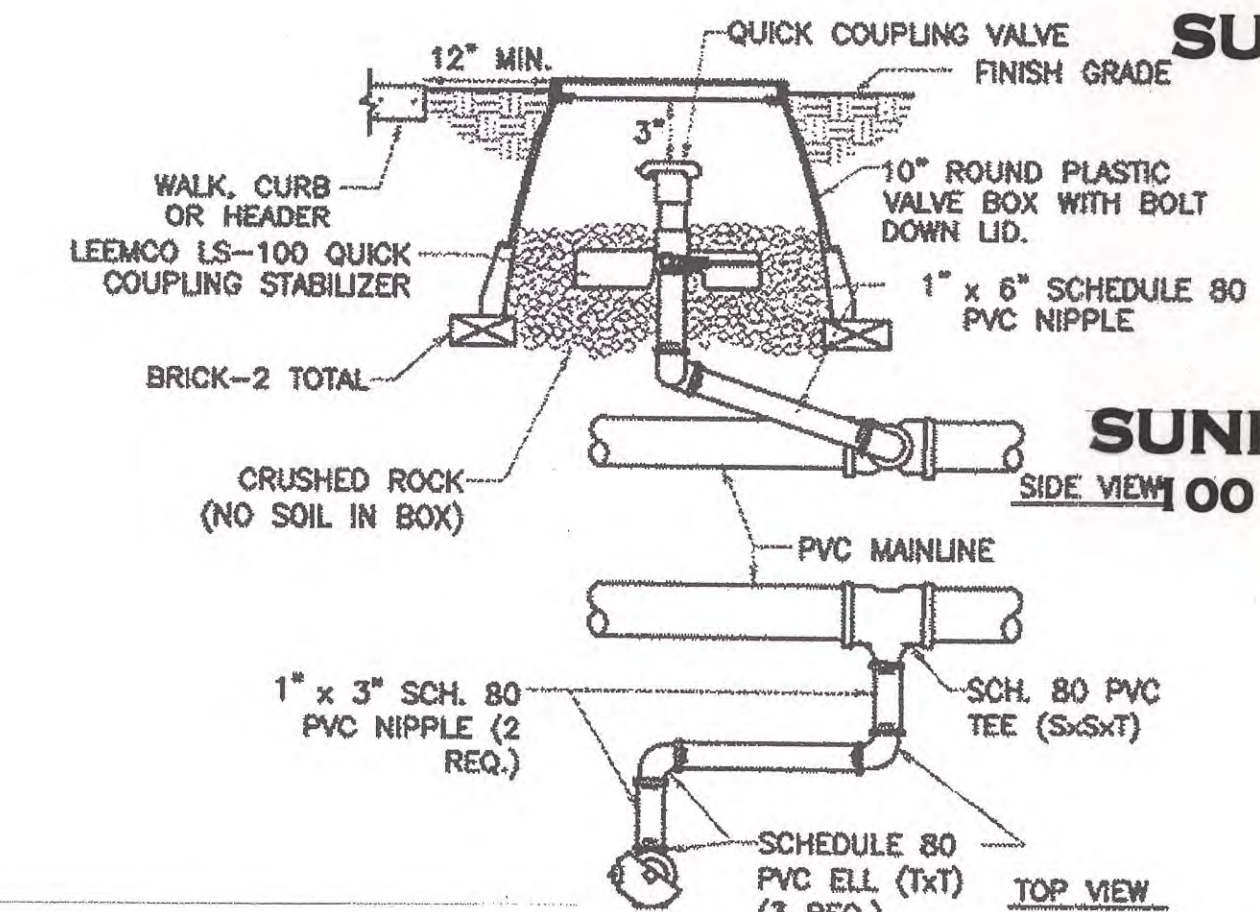
15 MASTER REMOTE CONTROL VALVE



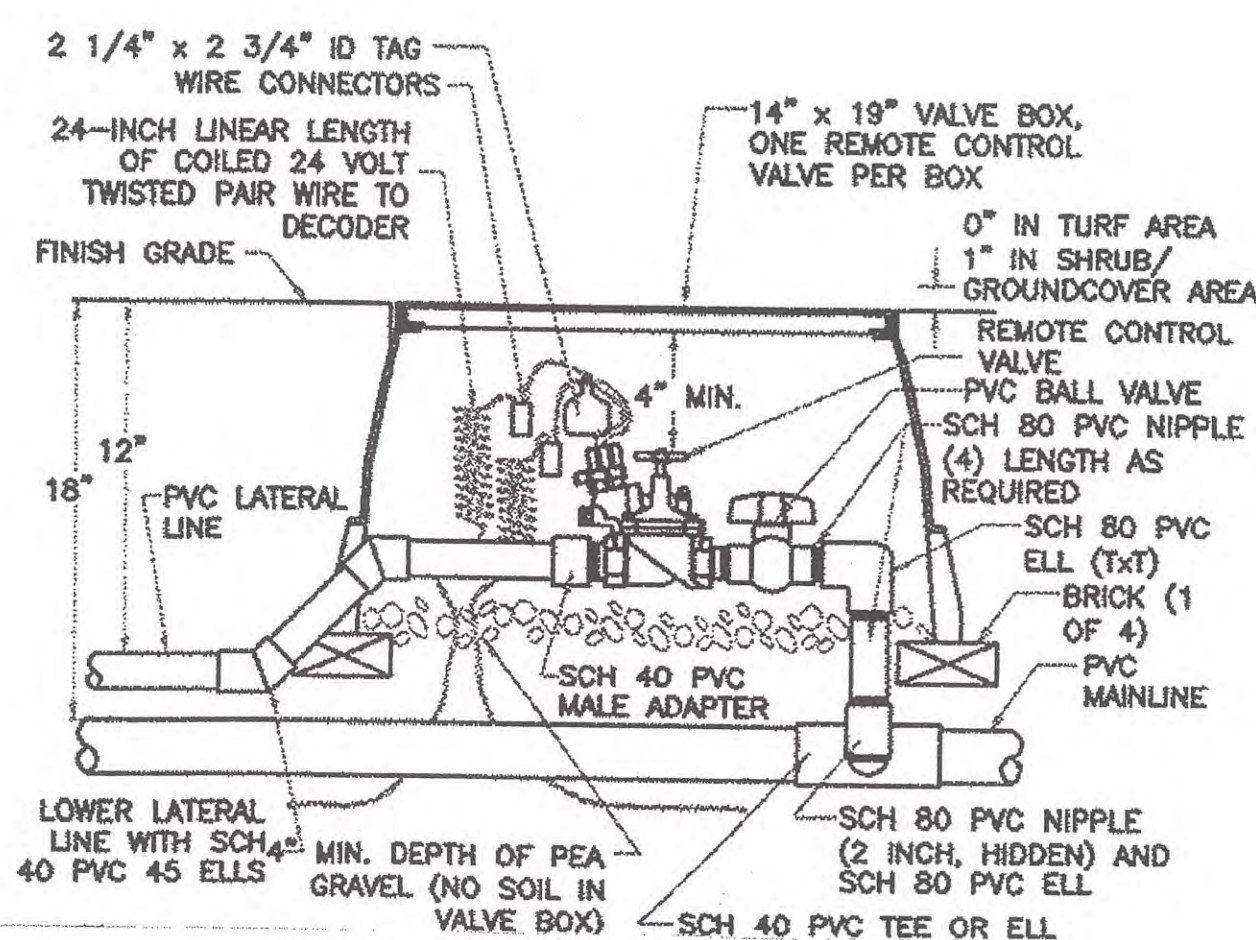
16 PVC FLOW SENSOR



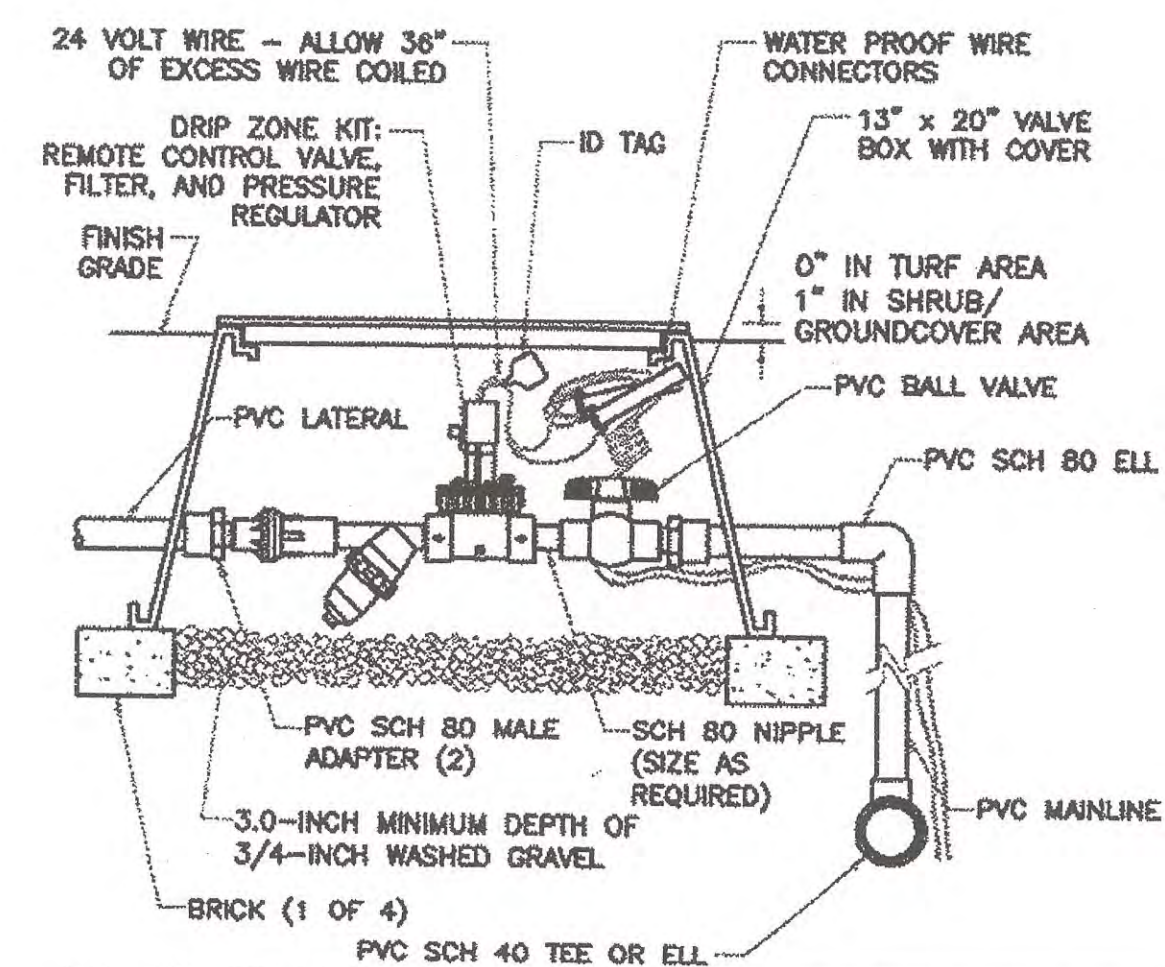
17 GATE VALVE



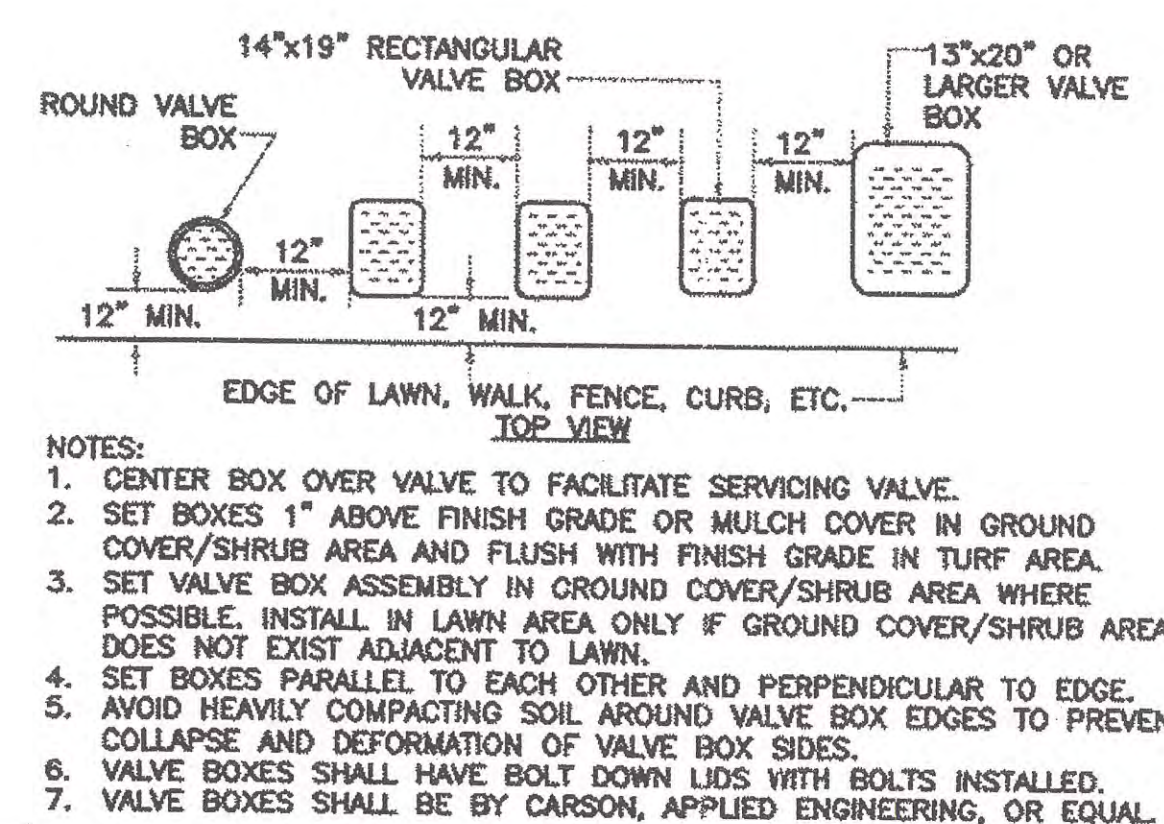
18 QUICK COUPLER VALVE



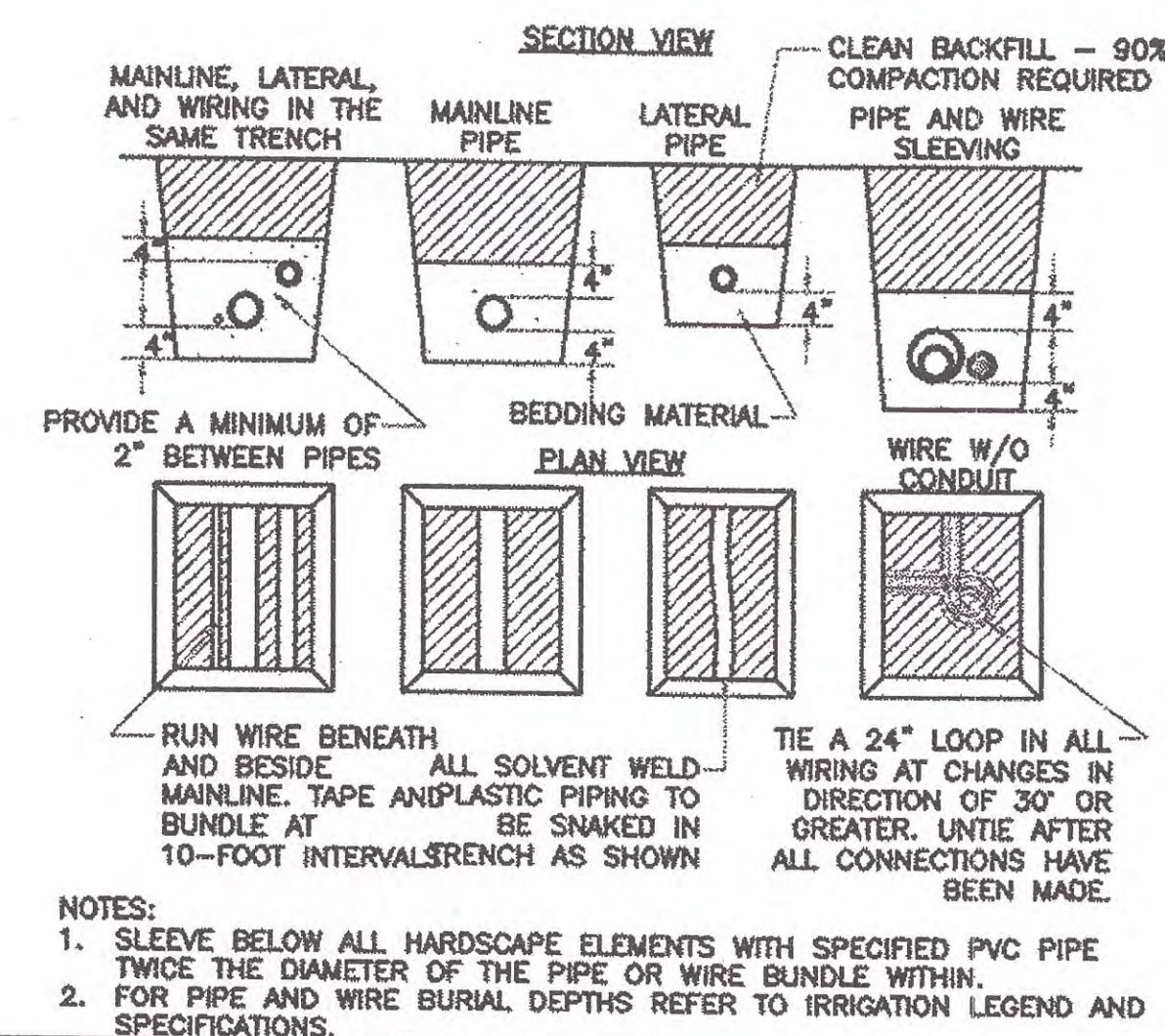
19 REMOTE CONTROL VALVE & BALL VALVE



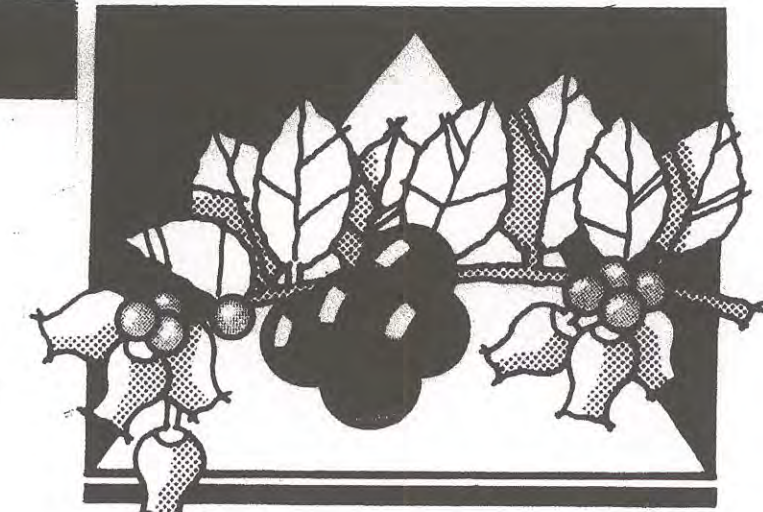
20 DRIP ZONE REMOTE CONTROL VALVE ASSEMBLY



21 MULTIPLE IRRIGATION BOX LAYOUT



22 PIPE & CONTROL WIRE TRENCHING



ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE

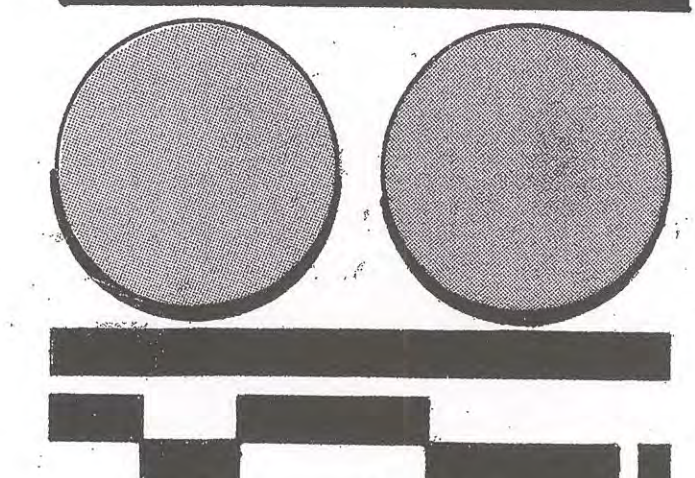
35802 HIBISCUS COURT, FREMONT, CA 94536
PHONE: (408) 838.2329
iaw@isaacsonwood.com

SUNNYHILLS APARTMENTS ADDITION
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
100 SARATOGA AVENUE, SUITE #300
SANTA CLARA, CA 95051

CONCEPTUAL IRRIGATION DETAILS

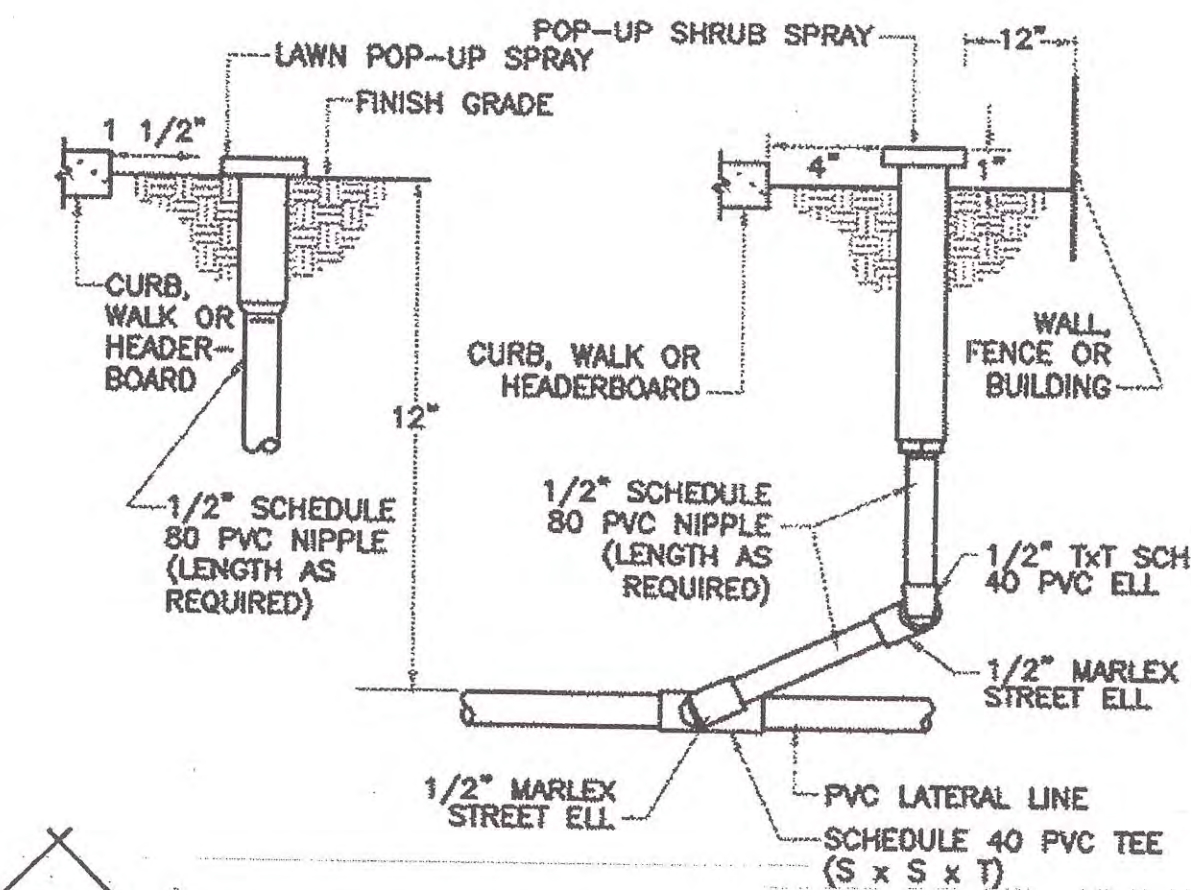
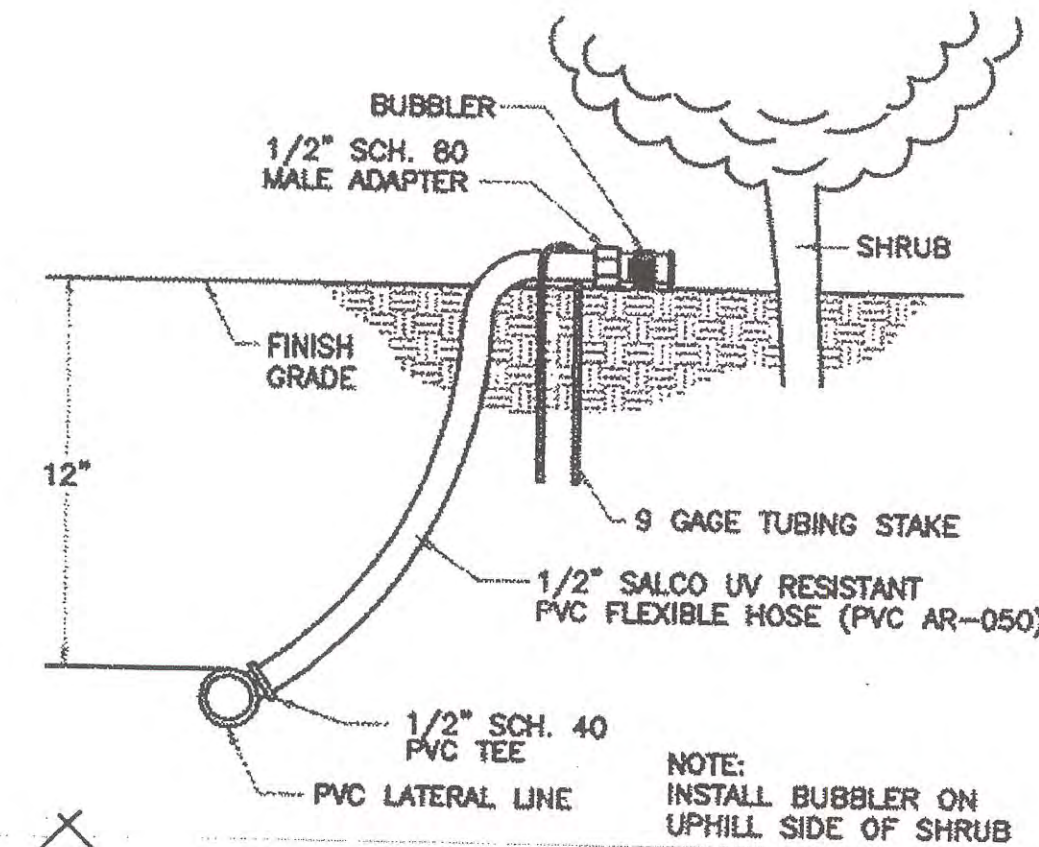
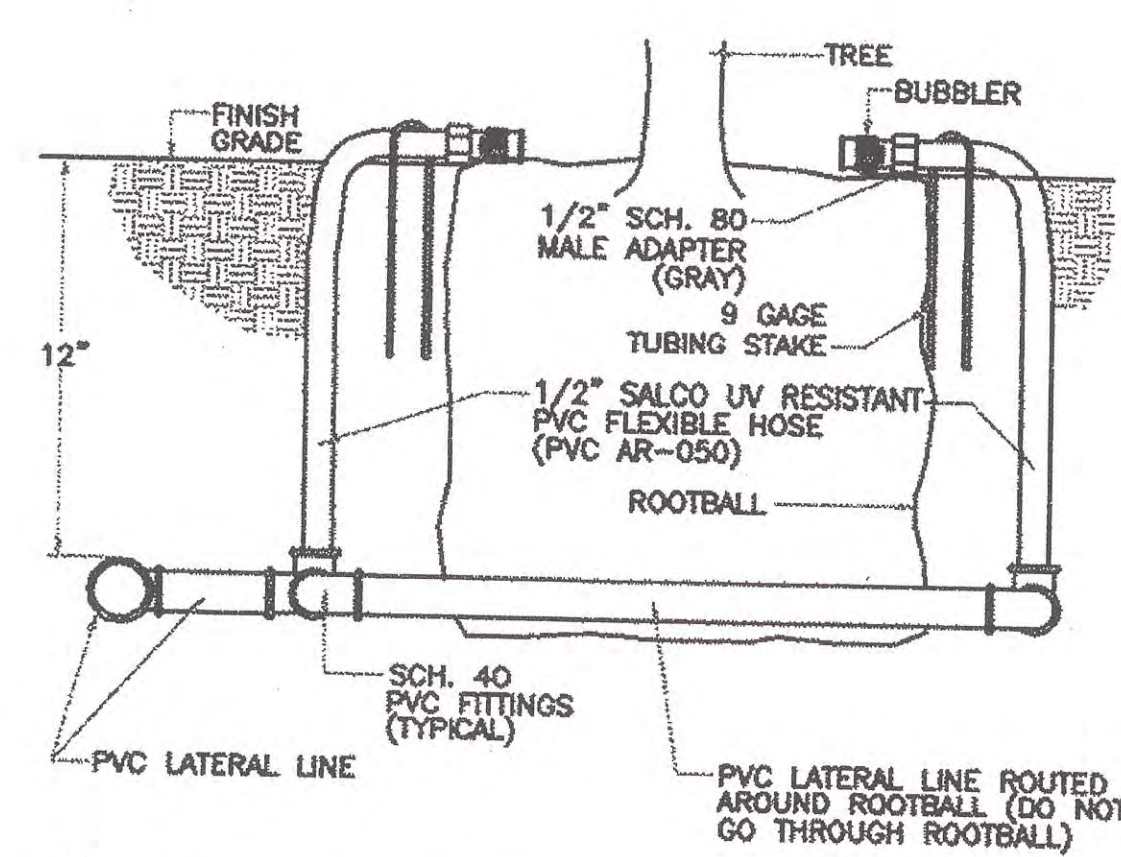
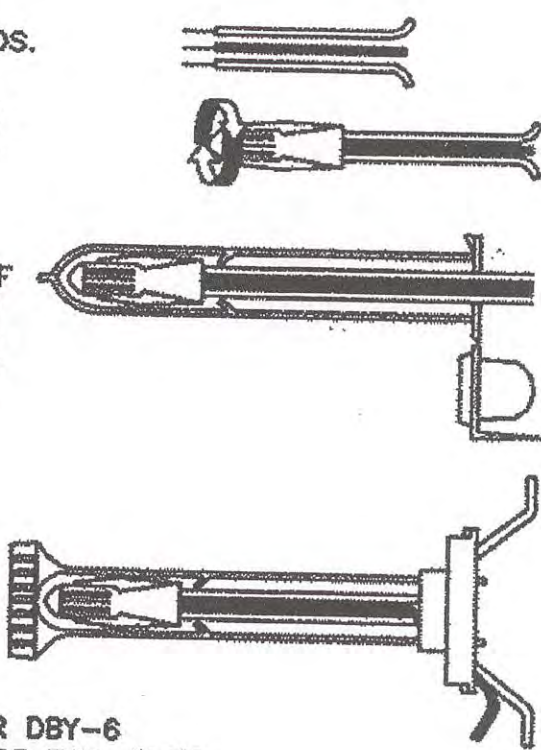
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DATE:	310.30.19
09.24.18	403.10.20



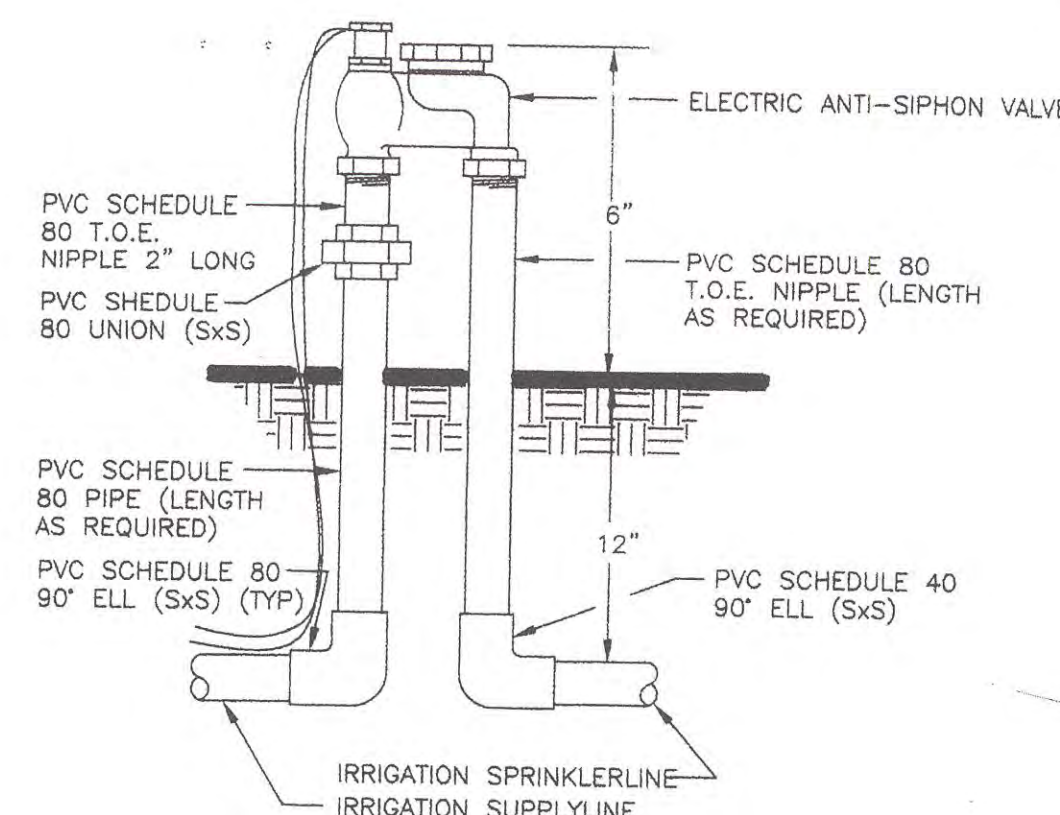
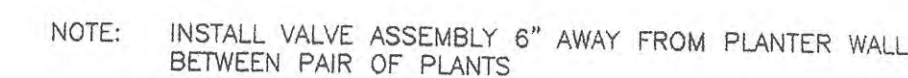
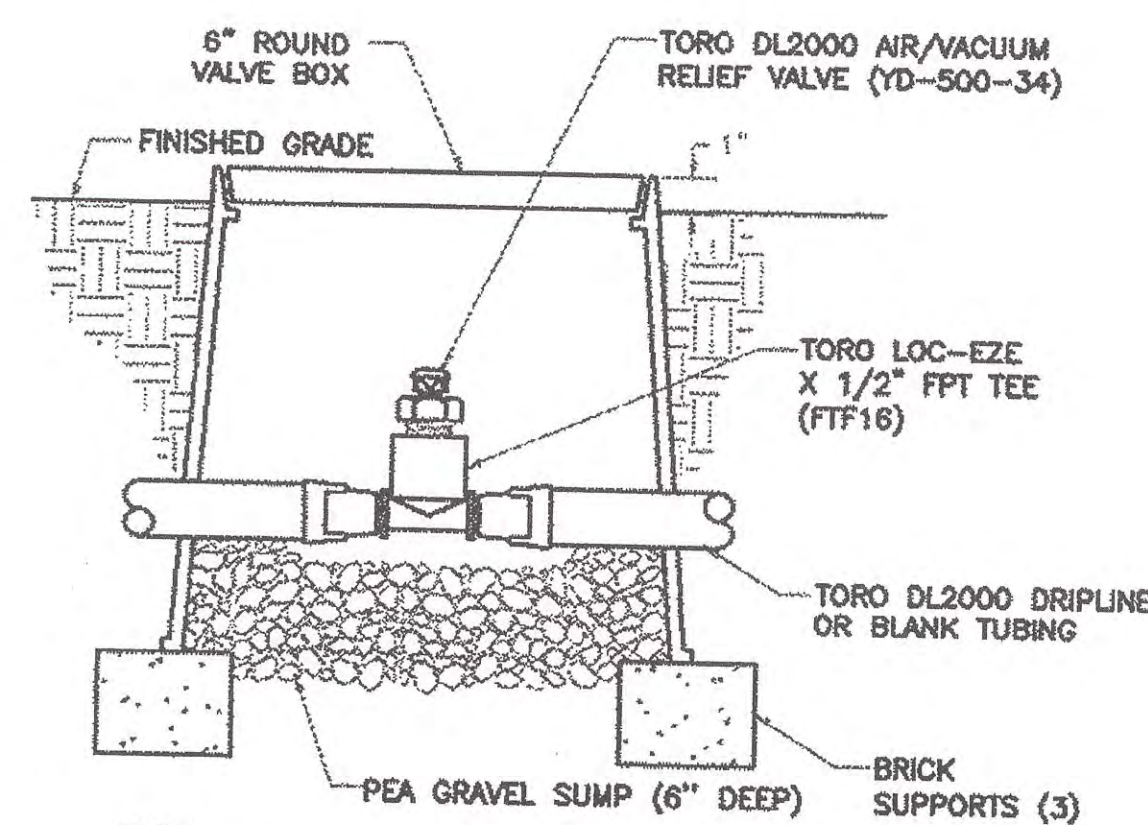
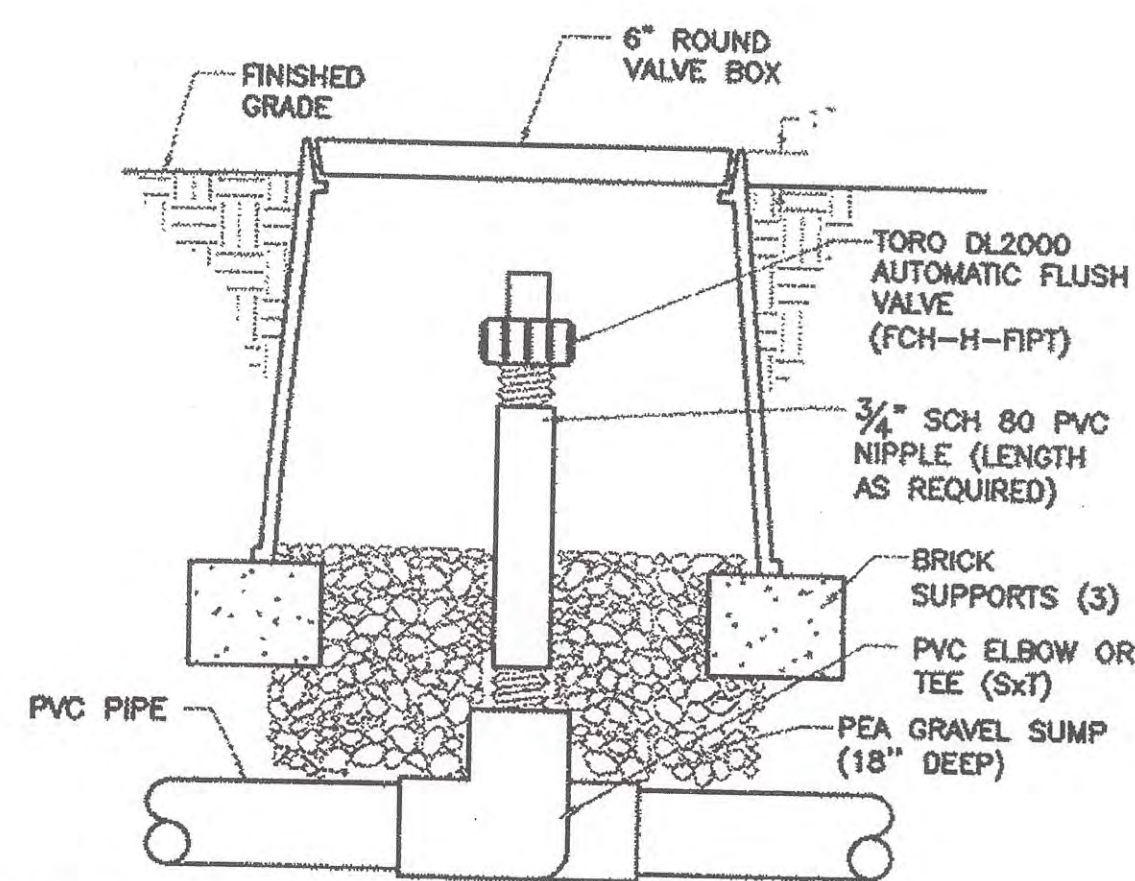
NOT TO SCALE

SHEET
L3
OF

NOTE: MAXIMUM WIRE SIZES PER DBY-6 CONNECTOR ARE THREE #14'S OR TWO #12'S AND PER DBR-6 CONNECTOR ARE FOUR #14'S OR THREE #12'S.



jay@isaacsonwood.com

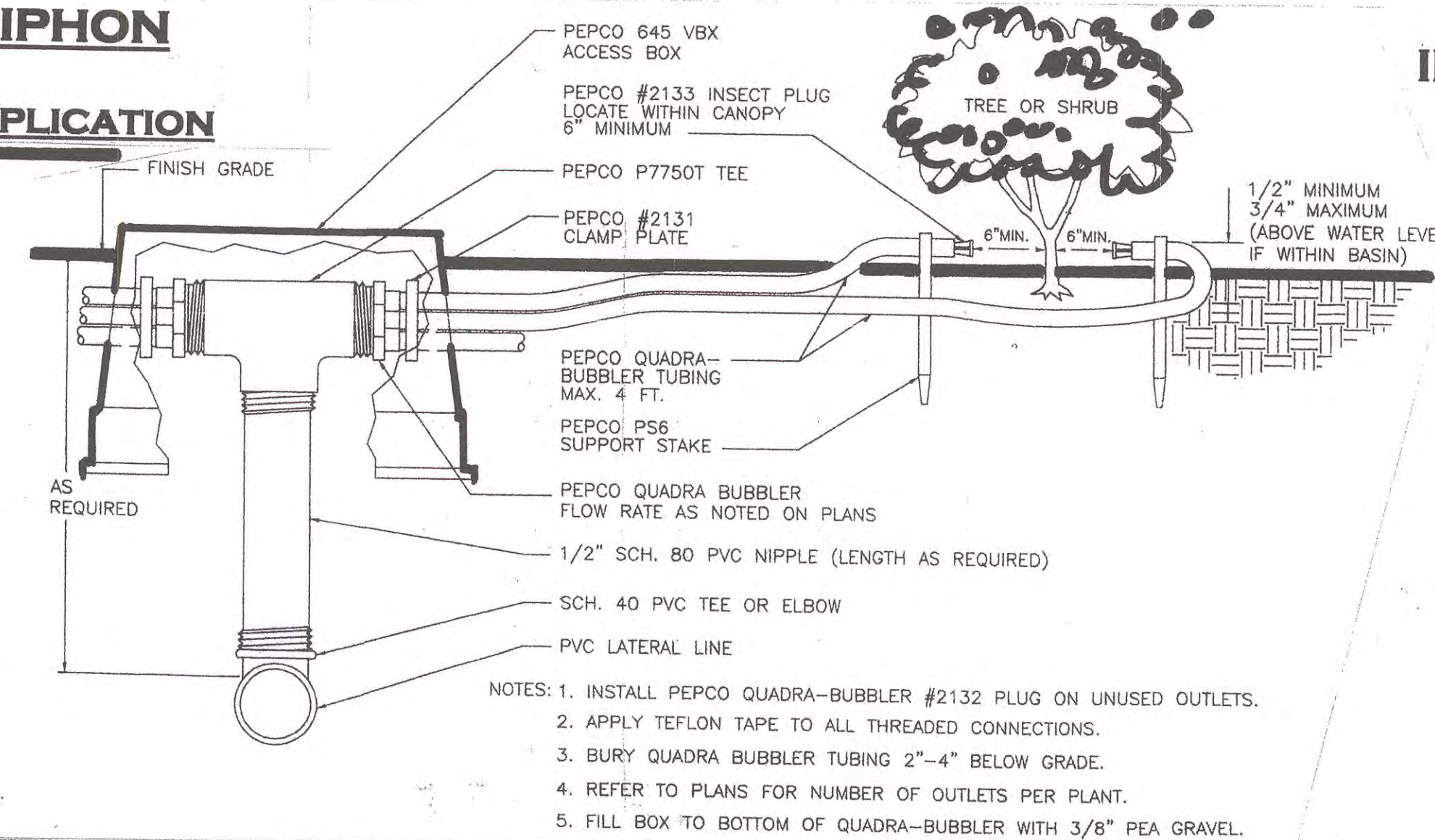
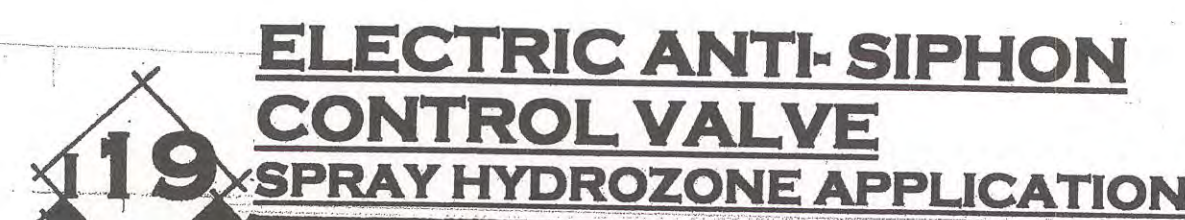
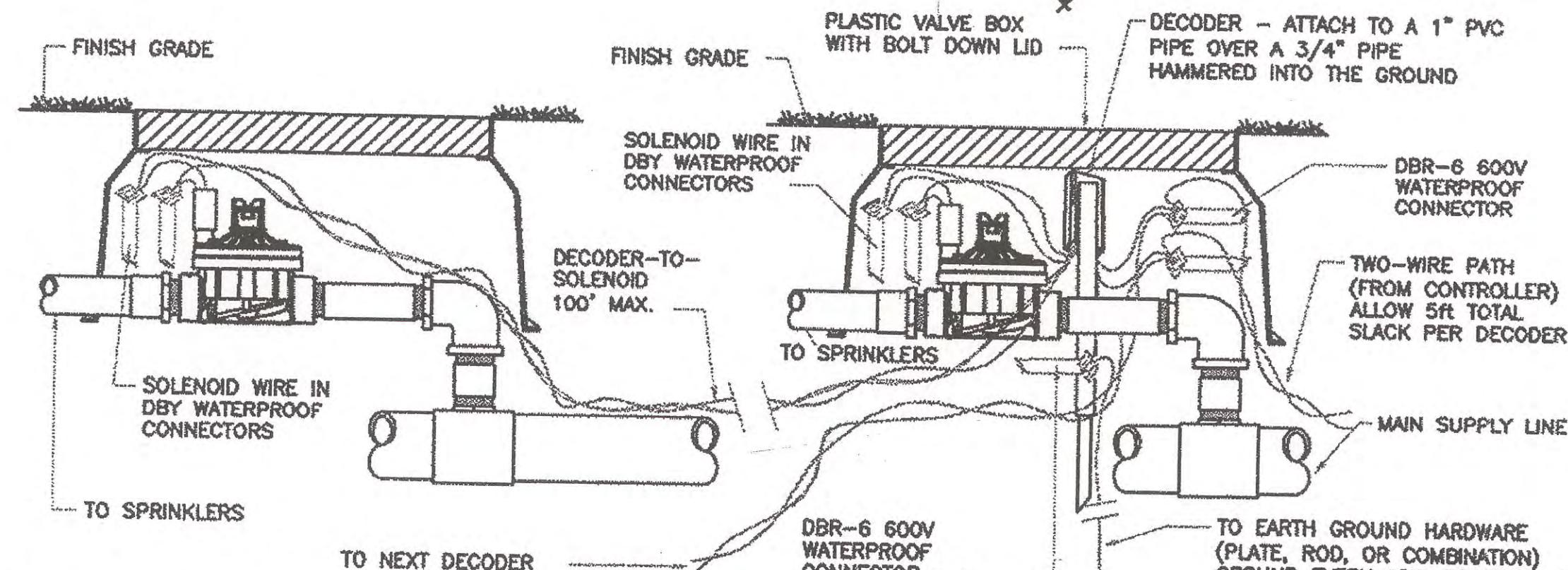
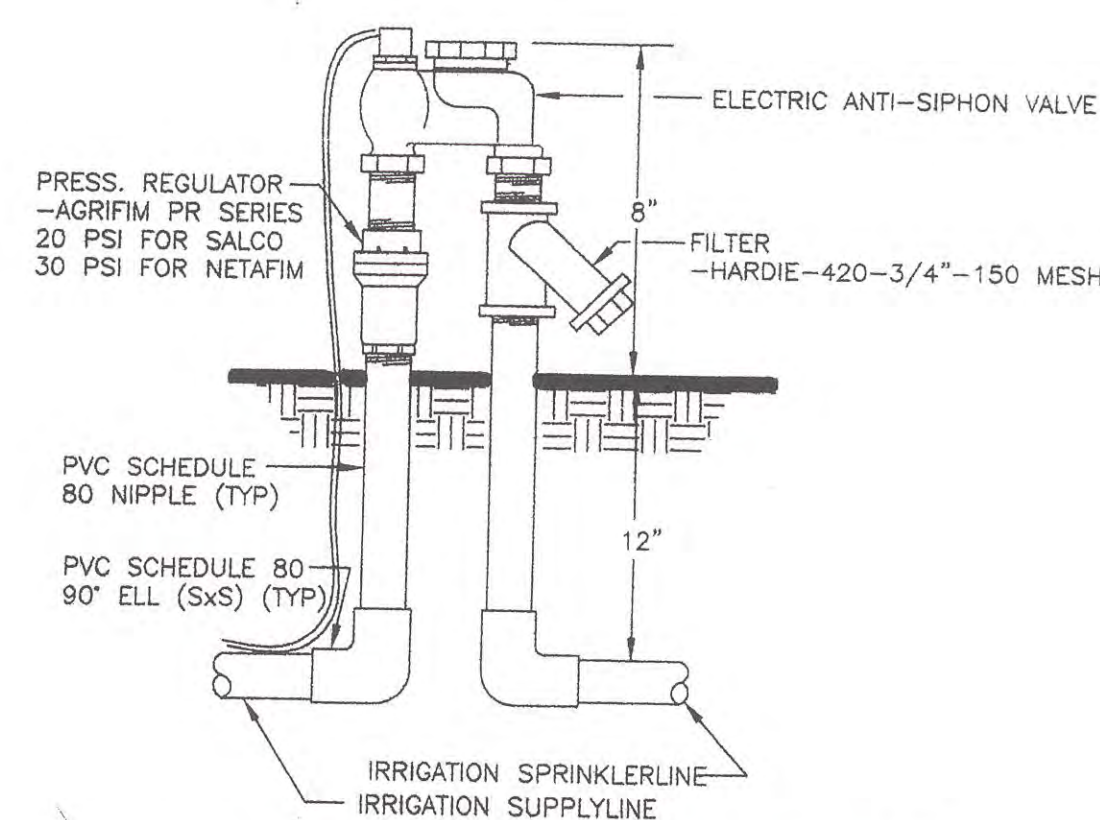


A cross-sectional diagram of a bridge pier. The pier is a trapezoidal structure with a wider base and a narrower top. At the top, there is a horizontal structure labeled 4, which appears to be a deck or a top slab. Above this, a horizontal line is labeled 9. The pier is supported by a foundation labeled 8. Inside the pier, there are several horizontal layers or beams labeled 3, 1, 2, and 6. A vertical structure labeled 5 is shown on the left side of the pier. A horizontal structure labeled 7 is shown at the base of the pier. The pier is surrounded by a material labeled 1, which could be concrete or a filling material. The pier is supported by a foundation labeled 8, which is shown as a series of horizontal lines. The pier is shown in a cross-section, with the top and bottom edges labeled 9 and 8 respectively. The pier is supported by a foundation labeled 8, which is shown as a series of horizontal lines. The pier is shown in a cross-section, with the top and bottom edges labeled 9 and 8 respectively.

- 1 — 3/4" PVC ball valve. (Salco WMP-75)
- 2 — PVC reducer.
- 3 — 3' coil of 1/2" Salco PVC-AR flexible hose.
IPS WELD-ON #795 solvent cement and primer on this hose.
- 4 — Plastic valve box.
- 5 — Brick - 2 total.
- 6 — 1/4" pea gravel 4" deep (no soil in box)
- 7 — Close box openings with PVC tape.
- 8 — 2" mulch.
- 9 — Finish grade.

NOTE: 1. This detail is typical for all principle emitter lateral ends.

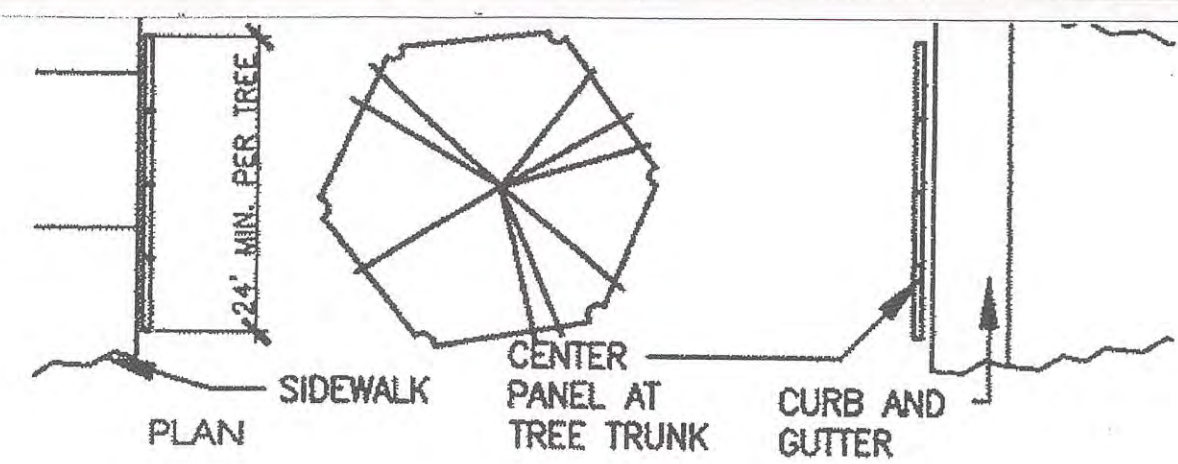
NOTES: 1. INSTALL VALVE ASSEMBLY 6" AWAY FROM PLANTER WALL
BETWEEN PAIR OF PLANTS
2. NO PRESSURE REGULATOR IS REQUIRED FOR
PEPCO QUADRA BUBBLER ZONES.



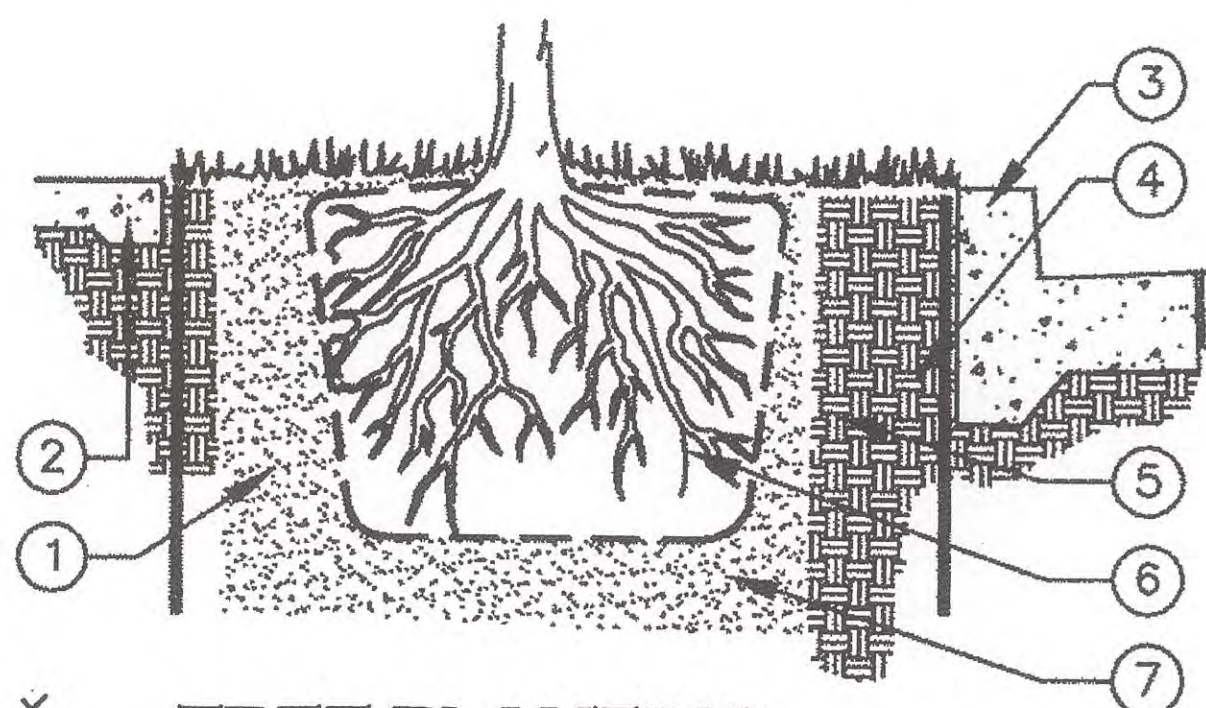
JOB #	REVISIONS:	
18012	1	6
DATE:	2 07.19.19	7
09.24.18	3 0.30.19	8
	4 03.10.20	9
	5	10

NOT TO SCALE

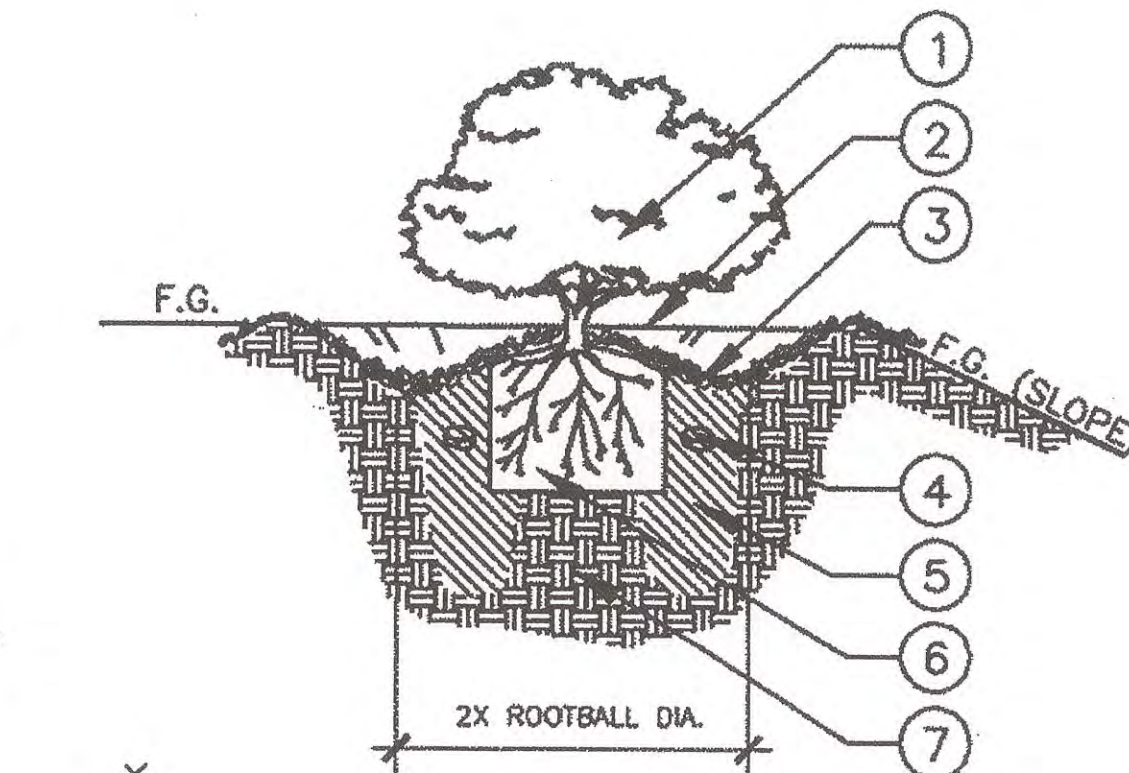
OF —



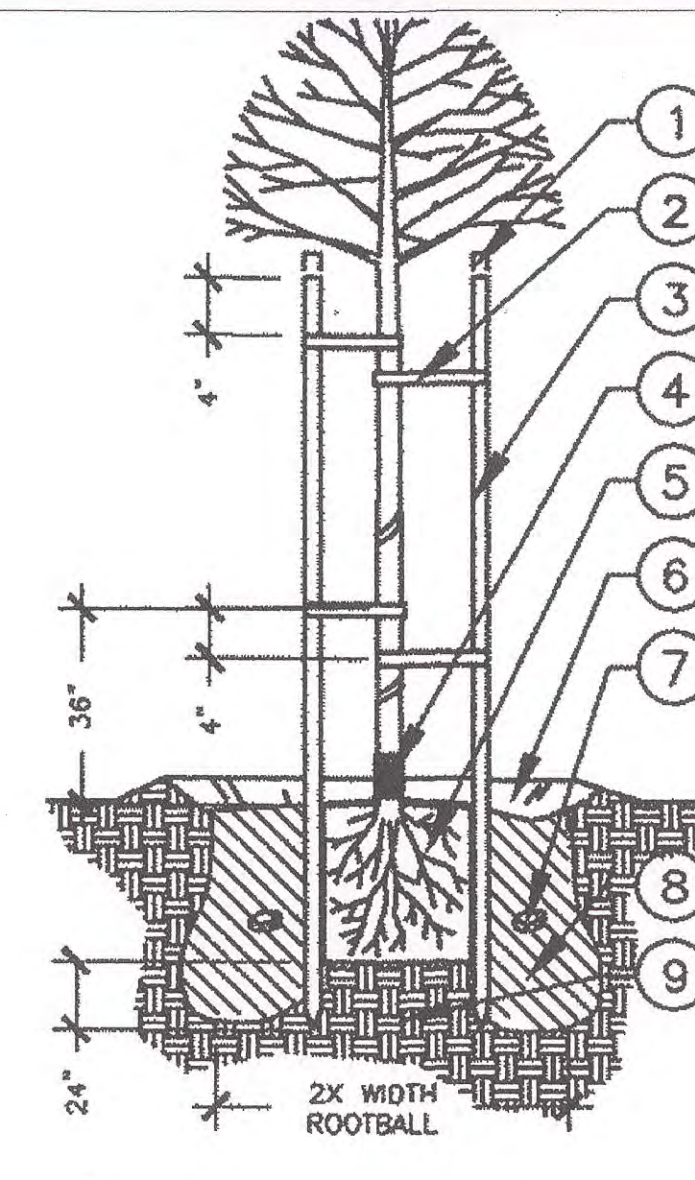
ROOT CONTROL BARRIER
DEPTH MINIMUM 50% POST
CONSUMER RECYCLED
POLYPROPYLENE PLASTIC WITH
ADDED ULTRAVIOLET
INHIBITORS WITH A MINIMUM
THICKNESS OF 0.085". PANELS
SHALL HAVE ROOT DEFLECTING
CHANNELS 6" O.C.. CENTER
PANELS ON TREE TRUNK AND
SET PANEL MIN. 1/2" ABOVE FIN.
GRADE.



2. FINISH GRADE OF SIDEWALK.
 3. CONCRETE CURB AND GUTTER.
 4. NATIVE SOIL.
 5. 3/4" GRAVEL BACKFILL.
 6. ROOTBALL. CROWN AT OR ABOVE FINISH GRADE.
 7. SEE TREE PLANTING DETAIL.
- NOTES:
A. PROVIDE ROOT BARRIERS AT ALL TREES PLANTED WITHIN 5' OF CURBS, STREETS, OR SIDEWALKS.



- LEGEND:
1. SHRUB PLANT MATERIAL. SEE PLANTING PLANS AND LEGEND.
 2. MINIMUM 2"-3" HIGH WATER BASIN.
 3. TOP DRESSING PER PLANTING PLANS AND LOCAL GOVERNING AGENCY STANDARDS AND SPECIFICATIONS.
 4. FERTILIZER PLANT TABLETS. SEE SPECIFICATIONS FOR SIZE AND QUANTITY.
 5. PLANTING BACKFILL MIX PER SPECIFICATIONS.
 6. SHRUB ROOTBALL, AT OR ABOVE FINISH GRADE.
 7. NATIVE SOIL (OR APPROVED IMPORT).

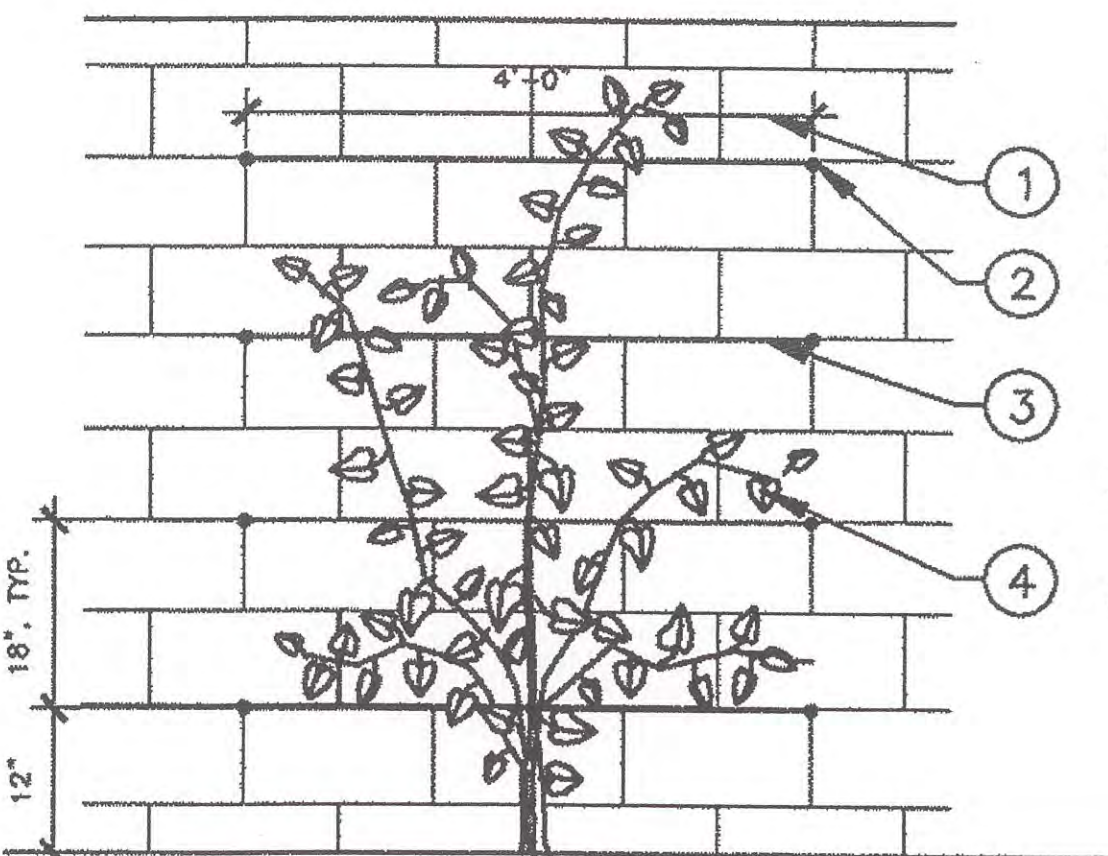


- LEGEND:
1. CUT OFF ENDS DAMAGED BY DRIVING.
 2. FOUR (4) "CINCH-TIE" RUBBER TREE STRAPS ATTACHED TO STAKES WITH 1-1/4" THREADED GALVANIZED NAILS.
 3. TWO (2) 2" DIA. LODGEPOLE STAKES. DO NOT DRIVE STAKE(S) INTO ROOT BALL AND AVOID CONTACT WITH BRANCHES WHEREVER POSSIBLE. SINGLE STAKE CONIFERS. IF TRUNK IS 4"6" OR LESS, ONLY ONE SUPPORT IS REQUIRED APPROX. 6" BELOW PRIMARY BRANCHES.
 4. APPROVED TRUNK PROTECTOR, ARBOR GUARD OR EQUAL, IN TURF AREAS ONLY.
 5. ROOT BALL.
 6. CONTINUOUS 3" HEIGHT WATERING BASIN, EXCEPT IN TURF AREAS. REMOVE BASIN AT END OF MAINTENANCE PERIOD. PROVIDE BARK MULCH PER SPECS (KEEP 6" AWAY FROM TRUNK).
 7. PLANT TABLETS PER SPECS.
 8. BACKFILL MIX - SEE DRAWINGS OR SPECS.
 9. NATIVE SOIL.

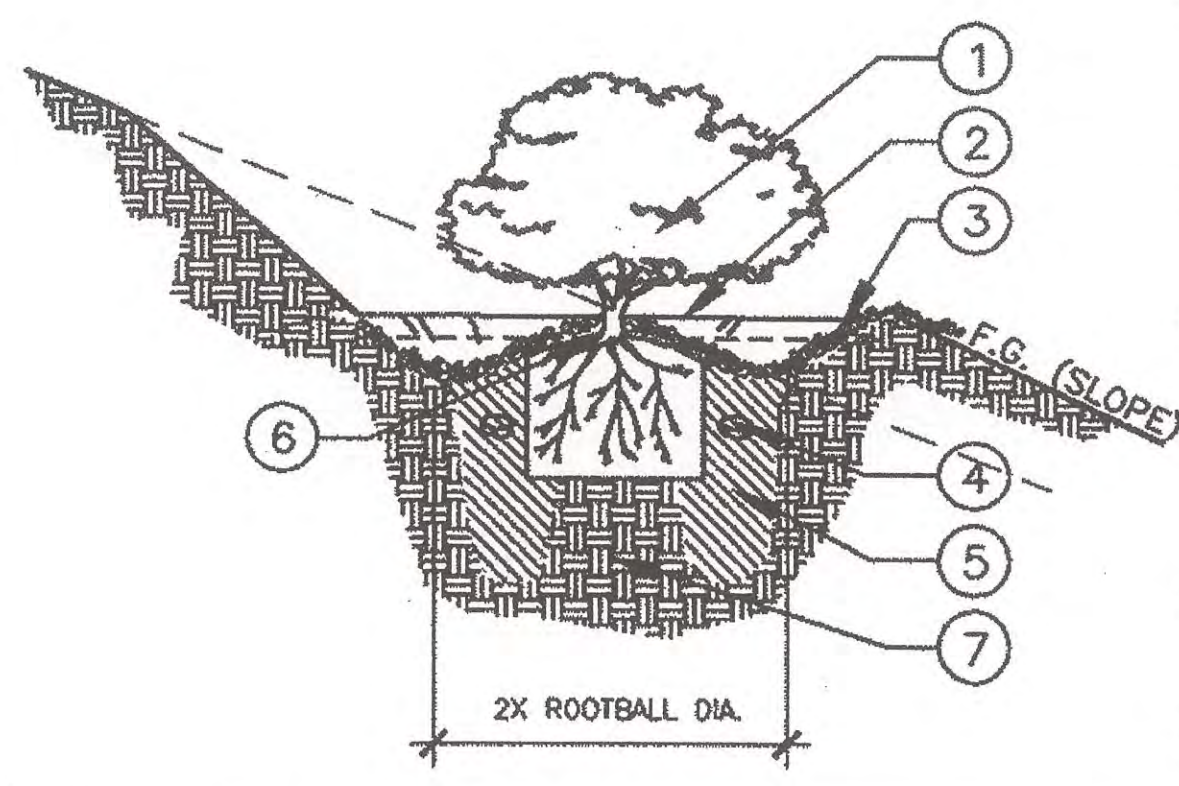
P1 TREE PLANTING W/ ROOT CONTROL BARRIER

P2 SHRUB PLANTING

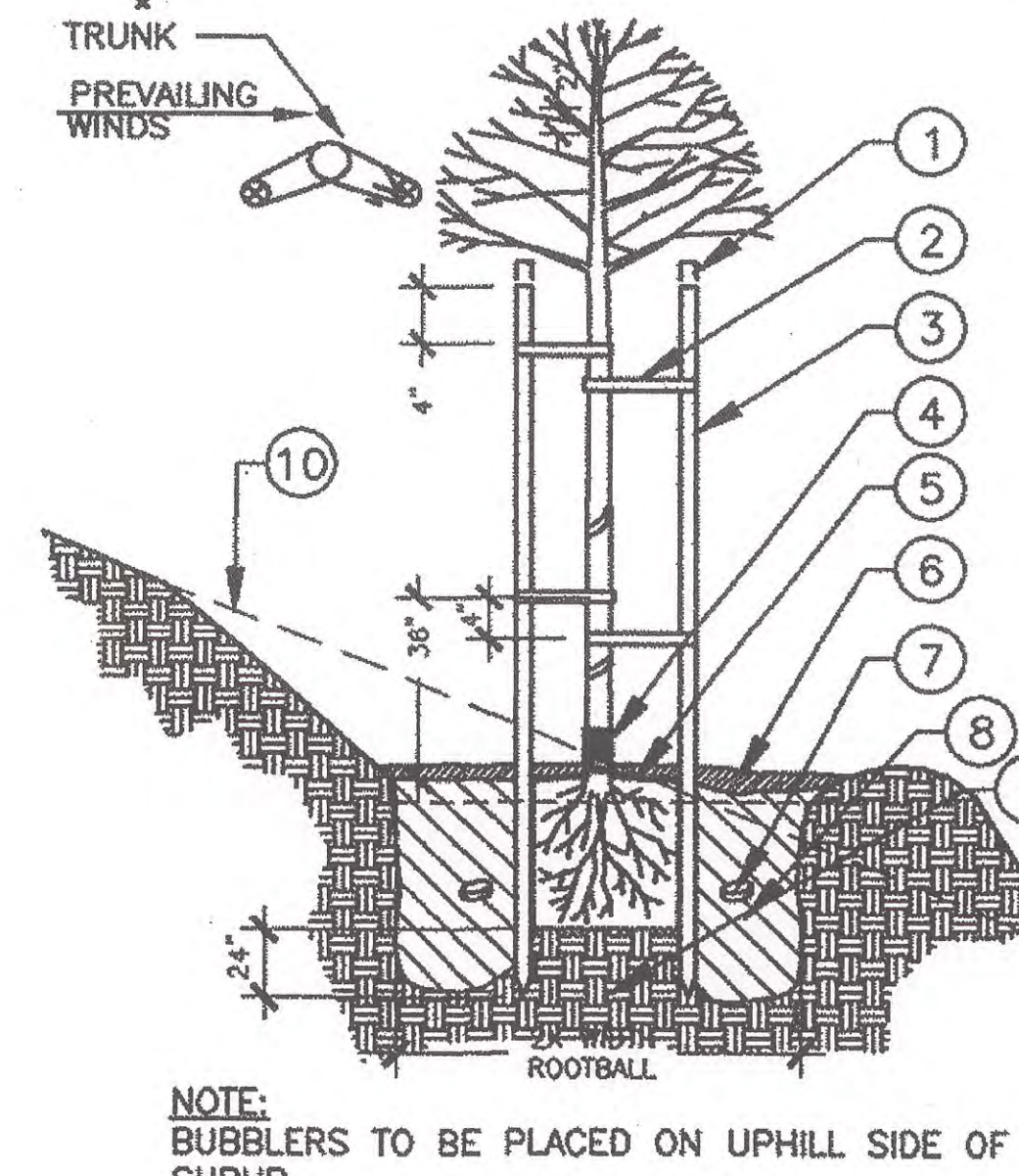
P3 TREE STAKING



- LEGEND:
1. MASONRY WALL.
 2. 1-1/2" X 3/8" STAINLESS STEEL EYE BOLT. FASTEN TO WALL IN PRE-DRILLED HOLE WITH LEAD EXPANSION SHIELD IN MORTAR JOINT.
 3. COLD DRAWN, STAINLESS STEEL, 18 GAUGE WIRE.
 4. VINE OR ESPALIER PER PLAN. ATTACH PLANT TO WIRE WITH GREEN NURSERY TAPE.



- LEGEND:
1. SHRUB PLANT MATERIAL. SEE PLANTING PLANS AND LEGEND.
 2. 4" HIGH X 2' DIAMETER PLANT BASIN. COVER WITH TOP DRESSING.
 3. TOP DRESSING PER PLANTING PLANS AND LOCAL GOVERNING AGENCY STANDARDS AND SPECIFICATIONS.
 4. FERTILIZER PLANT TABLETS. SEE SPECIFICATIONS FOR SIZE AND QUANTITY.
 5. PLANTING BACKFILL MIX PER SPECIFICATIONS.
 6. PLANTING DEPTH: TOP OF ROOTBALL 1" ABOVE FINISH GRADE.
 7. NATIVE SOIL (OR APPROVED IMPORT).
- NOTE: BUBBLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.

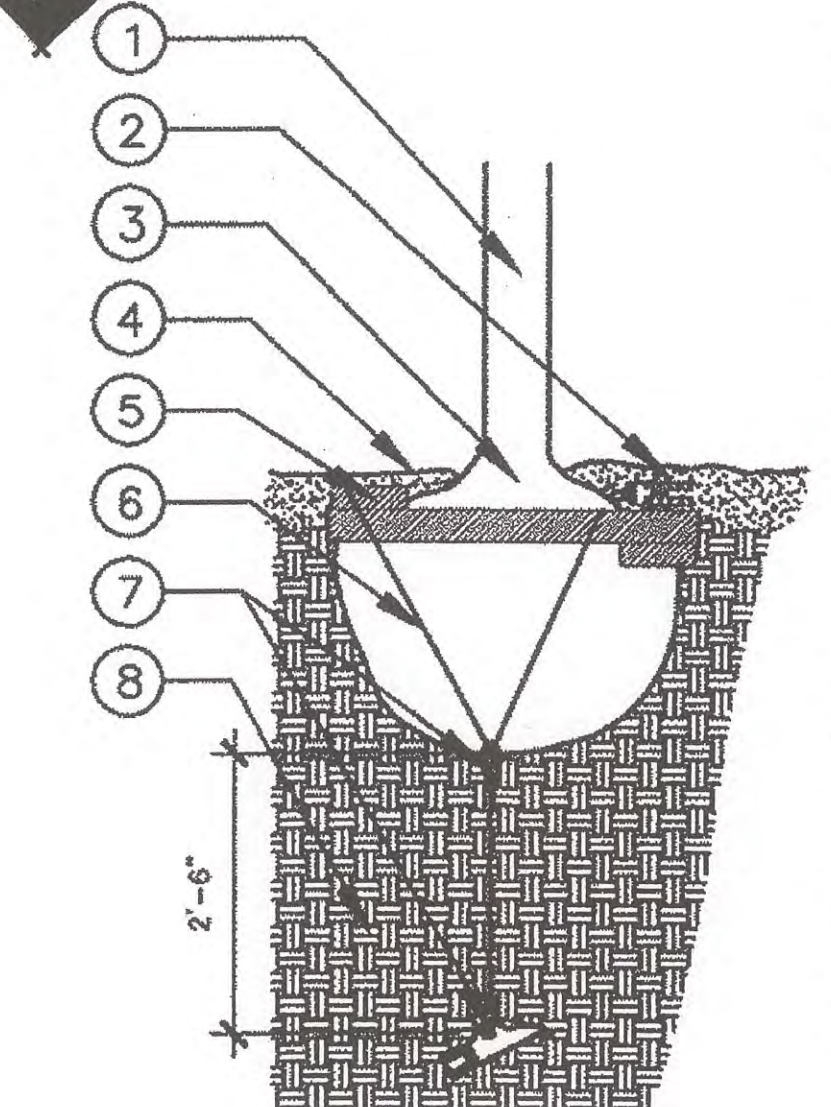


- LEGEND:
1. CUT OFF ENDS DAMAGED BY DRIVING.
 2. FOUR (4) "CINCH-TIE" RUBBER TREE STRAPS ATTACHED TO STAKES WITH 1-1/4" THREADED GALVANIZED NAILS.
 3. TWO (2) 2" DIA. LODGEPOLE STAKES. DO NOT DRIVE STAKE(S) INTO ROOT BALL AND AVOID CONTACT WITH BRANCHES WHEREVER POSSIBLE. SINGLE STAKE CONIFERS. IF TRUNK IS 4"6" OR LESS, ONLY ONE SUPPORT IS REQUIRED APPROX. 6" BELOW PRIMARY BRANCHES.
 4. APPROVED TRUNK PROTECTOR, ARBOR GUARD OR EQUAL, IN TURF AREAS ONLY.
 5. ROOT BALL PLANTING DEPTH: TOP OF ROOT BALL TO BE 1" ABOVE FINISH GRADE.
 6. 4" HIGH X 2' DIA. PLANT BASIN. PROVIDE BARK MULCH PER SPECS (KEEP 6" AWAY FROM TRUNK).
 7. PLANT TABLETS PER SPECS.
 8. BACKFILL MIX - SEE DRAWINGS OR SPECS.
 9. NATIVE SOIL.
 10. SLOPE TO BE 2:1 MAXIMUM. BLEND INTO EXISTING SLOPE.

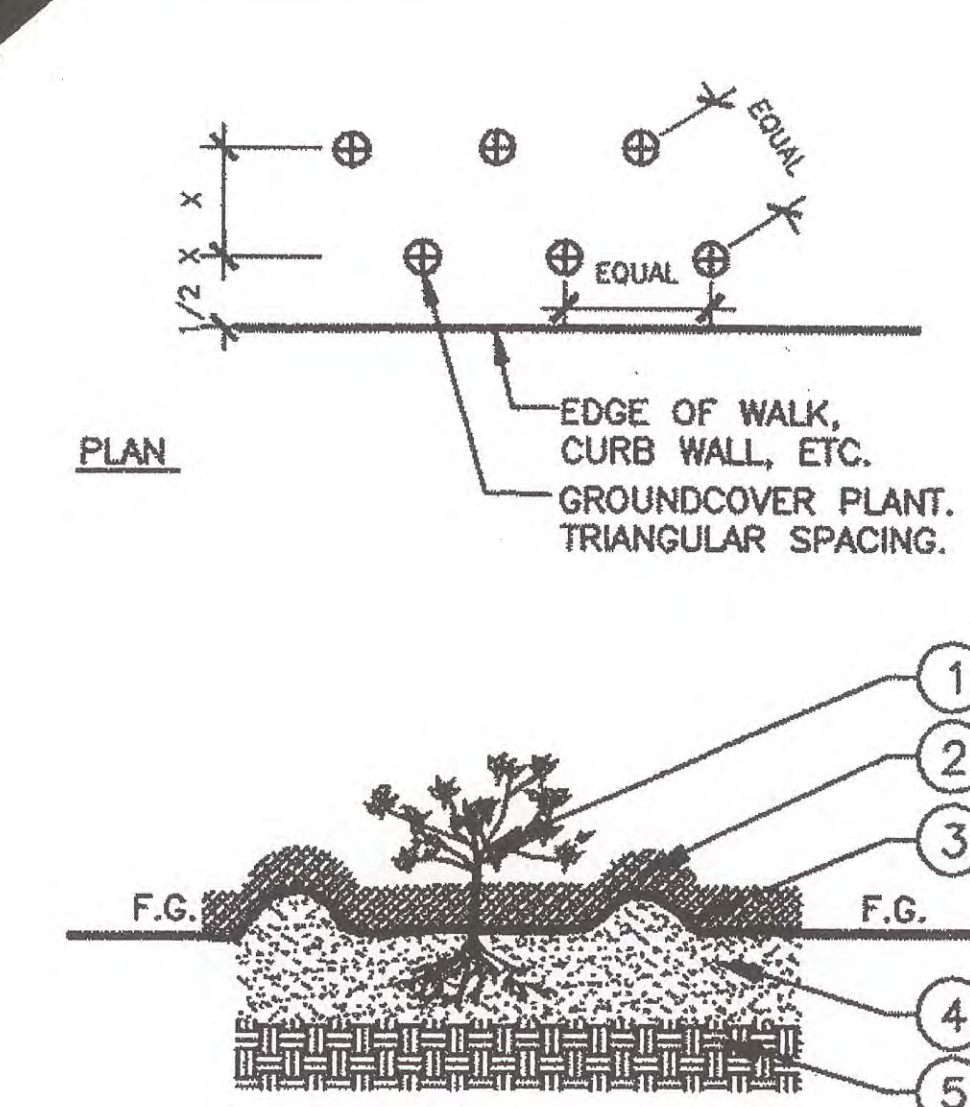
P4 VINE / ESPALIER ON HORIZONTAL WIRE SUPPORT

P5 SHRUB PLANTING SLOPE CONDITION

P6 TREE PLANTING SLOPE CONDITION



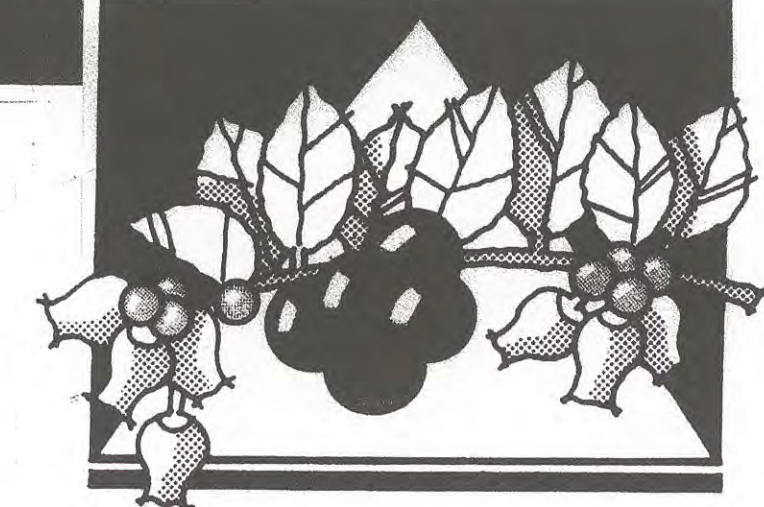
- LEGEND:
1. TREE, MAXIMUM 3" CALIPER.
 2. RACHET TENSIONER.
 3. ROOT BALL. CROWN TO BE AT OR ABOVE FINISHED GRADE. SET 1-1/2" ABOVE F.G. AND ALLOW FOR SETTLEMENT.
 4. 2" MINIMUM LAYER OF DECOMPOSED GRANITE.
 5. 2" X 4" TIMBER TRIANGLE.
 6. 18" GALV. STEEL TENSIONING CABLE 1/8 7 X 7.
 7. 68-DB1 DUCKBILL ANCHOR (INCLUDES ANCHOR AND 2-1/2" 7/8 7 X 7 GALV. STEEL CABLE). TYP. OF 3 PLACES.
 8. NATIVE SOIL.
- NOTES:
A. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
B. NOT FOR PERMANENT APPLICATION - FOR TEMPORARY USE ONLY.
C. USE ONLY ON FIRM ROOT BALLS - NOT FOR USE ON TREES GROWN IN SAWDUST MIX OR VERY LOOSE DIRT.
D. TREE CANOPY SHOULD BE KEPT CROPPED TO MINIMIZE WIND RESISTANCE.



- LEGEND:
1. GROUND COVER PLANT MATERIAL FROM 1 GALLON CONTAINER, FLAT, OR LINER. TRIANGULAR SPACING. SEE PLANTING PLANS AND LEGEND.
 2. TOP DRESSING PER PLANTING PLANS AND LOCAL GOVERNING AGENCY STANDARDS AND SPECIFICATIONS.
 3. MINIMUM 2"-3" HIGH WATER BASIN.
 4. AMENDED SOIL PER PLANTING PLANS AND SPECIFICATIONS.
 5. SCARIFIED SUB-GRADE. SEE SPECIFICATIONS.
- NOTES:
A. PLANT GROUND COVER AT EQUAL SPACING PER PLANT LEGEND.
B. PROVIDE GROUND COVER UP TO THE EDGE OF SOIL BERMS AT ALL TREES AND SHRUBS.

P7 TREE ROOTBALL STRAP

P8 GROUND COVER PLANTING



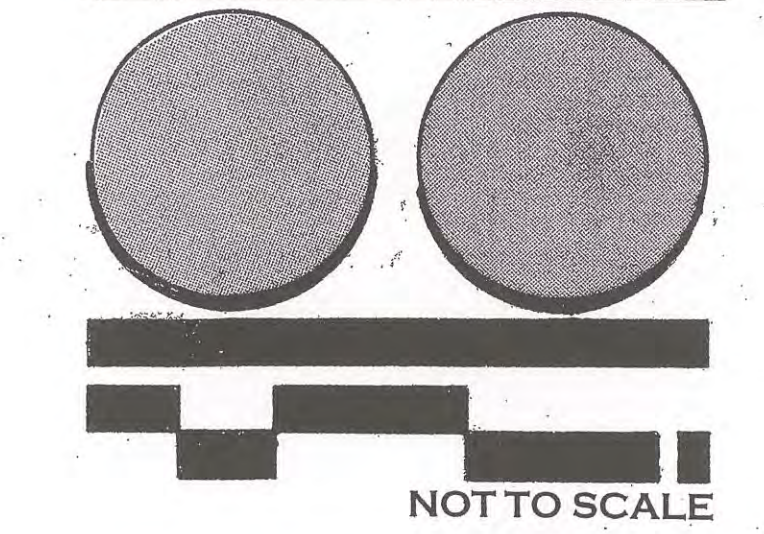
ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE
35802 HIBISCUS COURT, FREMONT, CA 94536
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jav@isaacsonwood.com

SUNNYHILLS APARTMENTS
ADDITION
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
100 SARATOGA AVENUE, SUITE #300
SANTA CLARA, CA 95051

CONCEPTUAL PLANTING DETAILS

JOB #	REVISIONS:
18012	1. 07.19.19
DATE: 09.24.18	2. 10.30.19
	3. 03.10.20
	4. 10.10.20



NOT TO SCALE

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L5
OF

GENERAL GRADING NOTES

- These notes are to be used for general referenced in conjunction with, and as a supplement to, the written specifications, approved agenda, and change orders associated with these Landscape Construction Documents.
- Existing grades are based on information directly from Civil Engineer's plans. Verify existing grades for accuracy prior to the start of grading and notify the Owner and Landscape Architect immediately should conflicts arise.
- The layout of piping and accessories is diagrammatic unless specifically dimensioned. Prior to grading, verify underground utility locations, existing drainage structures, and street improvements which may interfere with the work to be done. Contact the Underground Service Alert (USA) 800.642.2444 prior to digging. Notify the Owner and Landscape Architect immediately should conflicts arise.
- Proposed paving surfaces shall meet paved surfaces with a smooth and continuous transition. Low spots which hold standing water will not be permitted.
- Step tread surfaces shall be sloped at 1% for drainage, and shall have slip resistant finishes.
- Walkways shall be installed with a maximum cross slope of 2% and shall meet all local and county requirements.
- When utilized, care shall be taken to accurately center all deck drains within or between concrete expansion joint and score lines as shown on the plans.
- Planted areas shall be sloped at a minimum of 2% towards catch basins and swales as shown on plan. Low spots which hold standing water will not be permitted. Positive drainage away from building foundations, and property lines is imperative. Notify the Landscape Architect immediately should conflicts arise.
- Groundcover areas shall be 2" and lawn areas 1" below top of adjacent paving, headers or curbs, unless otherwise noted. Low spots which hold standing water will not be permitted.
- Drainlines shall drain at 2% minimum with a minimum with a smooth and continuous fall, unless otherwise noted.
- Verify existing drainline locations at walkway crossings. Daylight proposed drainlines through the face of existing curbs 1" above the flow line.
- Pools, spas and fountains shall be drained per local codes and requirements.
- When possible, clean topsoil shall be removed from areas to be paved and stockpiled to be used as backfill in planting areas.
- Refer to planting plans for slope stabilization and planting requirements should slopes exceed 3:1. Notify the Owner and Landscape Architect immediately should field conditions arise which increase the maximum proposed slope grades.

GENERAL LAYOUT NOTES

- These notes are to be used for general reference in conjunction with, and as a supplement to, the written specifications, approved addenda, and change orders associated with these Landscape Construction Documents.
- A qualified supervisor shall be present on site at all times during construction through the completion of clean-up work.
- It is the responsibility of the Contractor to coordinate all construction element locations with other trades prior to installation. The contractor shall familiarize himself with the locations of existing and future underground services and improvements, which may conflict with the work to be done. Contact the Underground Service Alert (USA) 800-642-2444 prior to initiating construction, and notify the Owner and Landscape Architect immediately should conflicts arise.
- These drawings and specifications represent the finished structures. Observation visits to the job site by the Landscape Architect do not include inspections of construction methods and safety conditions at the work site. These visits shall not be construed as continuous and detailed inspections.
- Verify critical dimensions, reference point locations and construction conditions prior to initiating construction and notify the Owner and Landscape Architect immediately should conflicts arise.
- Staking dimensions are referenced from curb face, building face or edge of paving unless otherwise noted. Written dimensions shall take precedence over scaled dimensions.
- Pavement thickness, concrete footing dimensions, reinforcing, and sub-base requirements shall conform to City standards and Soils and Structural Engineers' recommendations. Contact the Owner and Landscape Architect immediately should conflicts arise.
- Notify the Landscape Architect 48 hours minimum prior to pouring concrete for general review of formwork alignment. All form alignment shall be straight and even. Radii and curves are to have smooth, continuous transitions without abrupt changes or bends. Whenever possible expansion joints, deep score lines and pour joints shall follow within the joints of stamped pattern impressions. Joint locations not specifically indicated on the plans shall be evenly spaced, visually unobtrusive, and installed per local codes and City standards.
- The Contractor shall note and install all sleeving and drainlines as shown on the irrigation plans, grading plans, and construction details.
- Conditions not specifically noted or detailed on the plans shall be constructed similarly to the requirements and details for respective materials. Should questions arise, such conditions shall be called to the attention of the Landscape Architect for review prior to implementation.
- Construction detailing, materials, equipment and products other than those specified within these plans may be considered for use provided prior written approval is obtained from the Owner, the Landscape Architect or the applicable governing authority as required prior to implementation.

GENERAL IRRIGATION NOTES

- These notes are to be used for general reference in conjunction with, and as a supplement to, the written specifications, approved addenda, and change orders associated with these Landscape Construction Documents.
- The irrigation design is diagrammatic. Equipment, piping, valves, etc. shown within paved areas is shown for design clarification only and shall be installed within planting areas. Locate valves and B.P.U.'s within shrub areas to that they are visually unobtrusive.
- Do not install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in area dimensions exist that might not have been considered in the engineering. Such obstructions or conflicts should be brought to the attention of the Owner and Landscape Architect immediately. In the event this notification is not performed, the Contractor shall assume full responsibility for any revisions necessary.
- It is the responsibility of the Contractor to familiarize himself with grade differences, location or walls, retaining walls, structures and utilities, etc. The Contractor shall be responsible for the coordination of the repair or replacement of all items damaged by his work. He shall coordinate his work with other Contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc.
- The irrigation system design is based on a minimum operating pressure of _____ psi and a maximum flow demand of _____ gpm. The Contractor shall verify water pressure prior to construction and report any discrepancy between the water pressure indicated on the drawing and the actual pressure reading at the irrigation point of connection to the Landscape Architect immediately.
- Install backflow prevention unit(s) and piping between the point of connection and the B.P.U. per local codes. The final location of the B.P.U. shall be approved by the Owner's Authorized Representative.
- VAC electrical power source at controller locations shall be provided by others. The Contractor shall be responsible for coordinating the final connection from the electrical source to the controller with a licensed Electrical Contractor. The final controller location shall be approved by the Owner's Authorized Representative.
- Mainline piping and control wires under paving shall be installed separate sleeves. Mainline sleeve size shall be a minimum of 1-1/2 times the diameter of the pipe to be sleeved. Control wire sleeves shall be of sufficient size for the required number of wires under paving. See plan for size.
- Lateral line piping under paving shall be Schedule 40 P.V.C. pipe and shall be installed prior to paving. Refer to plans for sleeving requirements should they apply.
- Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved by the Landscape Architect.
- Lateral line sizing shall be 3/4" size unless otherwise noted.
- Irrigation heads, valves and controller timing shall be adjusted to provide optimum coverage with minimal overspray onto walks and streets. If necessary, the Contractor shall adjust head spacing, nozzle arc/trajectory, or install additional heads to ensure proper coverage.
- The Contractor shall provide check valves to each circuit throughout the irrigation system that is located within a sloped area to prevent low irrigation head drainage.
- Irrigation equipment not otherwise detailed or specified shall be installed per manufacturer's recommendations and specifications.
- Irrigation heads shall be set perpendicular to finish grade unless otherwise specified.

GENERAL RESIDENTIAL DRIP IRRIGATION NOTES

ATMOSPHERIC VACUUM BREAKER VALVE

- Install PVC from hose bib or water service line after meter, whichever is closer to the point of distribution manifold as shown on the details and as located on the plans, or as approved by Landscape Architect prior to installation.
- Group atmospheric valve manifold as close as practical. Atmospheric valves to be installed above ground a minimum of 6" above the highest irrigation head. Refer to local codes.
- Atmospheric valves are to be installed no further than 12" from fence, sidewalk, living structure, etc. unless alternate location is approved by Landscape Architect prior to installation.
- Thoroughly flush mainline before atmospheric valve installation.

PRESSURE REGULATOR

- Install where shown on valve detail.
- Pressure regulator to be installed on all valves that control drip or microspray circuits.
- Pressure of regulator to be as per plan (see Irrigation Key PSI).
- Thoroughly flush mainline before installing pressure regulator.

DRIPPERLINE INSTALLATION

- Bury dripperline below decorative bark mulch and above finish grade. Use jute netting stapler as necessary to hold tubing in place.
- Compression fittings must be UV inhibited with a pressure rating of 70 PSI minimum. Submit sample of compression fittings to the Landscape Architect for approval.
- Install flushing apparatus in areas easily accessible for maintenance. Install as per manufacturer's recommendations. Activate the system and thoroughly flush (20 minutes to one hour) before allowing the system to become fully operational.

ADJUSTING DRIP IRRIGATION SYSTEM

- With the system fully flushed and pressurized and before covering the tubing (before or after planting) test the system for operation. Contractor to check all connectors for leaks and check for proper discharge from emitter tubing and check end tubing for bug plug and stake.
- Additional costs associated with any changes or adjustments are to be born by the Contractor.
- The entire system shall be operating properly before any area is accepted into maintenance.
- The Contractor is responsible for periodically checking operation of the system and adjusting it as necessary for the duration of the Contract, including the maintenance period.

IN LINE FILTER

- Install where shown on valve detail.
- In-line filter to be installed on all valves that control drip or microspray circuits.
- Filter to have 150 to 200 mesh screen installed prior to installation.
- Thoroughly flush mainline prior to filter installation.

MICROSPRAY NOTES

VALVE

- Install where shown on plan and as per detail. Group anti-siphon as close as possible. Review planting plan to avoid conflict with tree and/or shrub locations. Notify the Landscape Architect of any conflicts prior to the placement of plant materials.
- Install valves no further than twelve inches (12") from wall, sidewalk, fence or other structure unless the Landscape Architect approves installation at a greater distance prior to installation.
- Thoroughly flush mainline prior to valve installation.
- Valve to be installed a minimum of six inches (6") above the highest sprinkler head (consult local codes).

SCREEN FILTER

- Install where shown on plans and as per detail.
- Screen filter to equal size of valve and have proper maximum flow rate to properly irrigate area specified. The filter is to have a flushing valve and be installed as per manufacturer's recommendations.

LATERAL LINE AND DRIP TUBING INSTALLATION

- Install PVC lateral line to point of emission distribution manifold (i.e. emitter) where shown on plan. Install as shown on details.
- Bury dripper line below bark mulch and above finish grade. Use jute netting staples as necessary to hold tubing in place.
- Install flushing apparatus, when required (see manufacturer's recommendations), in area easily accessible for maintenance. Activate the system and thoroughly flush (20 minutes to one hour) before allowing the system to become fully closed and pressurized.

ADJUSTING THE SYSTEM

- With the system fully flushed and pressurized, and before covering the tubing (before or after planting); test the system for operation.
- Additional costs associated with these changes or adjustments are to be born by the Contractor.
- The entire system shall be operating properly before any area is accepted into maintenance.
- The Contractor is responsible for periodically checking the operation of the system and making adjustments as necessary for the duration of the contract and including the maintenance period.

IRRIGATION PIPE SIZING CHART

PIPE SIZE MAXIMUM G.P.M. STATIC PRESSURE MAINLINE PIPING: SCH. 40 P.V.C.

3/4"	8.0
1"	15.0
1-1/4"	24.0
1-1/2"	35.0
2"	50.0
2-1/2"	75.0

LATERAL LINE PIPING: CLASS 200 P.V.C.

3/4"	6.0
1"	10.0
1-1/4"	20.0
1-1/2"	30.0
2"	50.0
2-1/2"	70.0

GENERAL PLANTING NOTES

- These notes are to be used for general reference in conjunction with, and as a supplement to, the written specifications, approved addenda, and change orders associated with these Landscape Construction Documents.
- A qualified supervisor shall be present on site at all times during planting and through completion of cleanup work.
- Plant trees and shrubs plumb and faced to give the best appearance or relationship to adjacent plant, structures or view.
- Plant locations are diagrammatic and may be adjusted in the field at the Landscape Architect's request prior to installation. Care shall be taken to spot plant material evenly to provide optimum growth condition and maximum aesthetics. Do not install plant material in an area that will cause harm to adjacent structures or improvements, landscape drainage or obstruct irrigation spray patterns.
- It is the responsibility of the Contractor to coordinate all plant material locations with other trades prior to installation. The Contractor shall familiarize himself with the locations of existing and future underground services and improvements that may conflict with the work to be done. Contact the Underground Service Alert (USA) 800-642-2444 prior to digging, and notify the Owner and Landscape Architect immediately should conflicts arise.
- Notify Owner and the Landscape Architect immediately should soil conditions be present which prevent proper soil drainage and allow water to stand in planting pits.
- Verify plant quantities prior to installation. Quantities are listed for convenience only; the actual number of symbols shall have priority over quantities designated. Notify the Landscape Architect of quantity discrepancies or unlabeled massings immediately.
- Unless otherwise specified, the Landscape Architect shall select and field spot specimen trees. Plant material placement shall be subject to approval by the Landscape Architect or Owner's Authorized Representative prior to installation.
- Vines specified shall be installed with vine runners espaliered to the adjacent structure, and nursery stakes removed. Contractor shall submit fastener information to Owner and the Landscape Architect for approval prior to installation.
- Ground covers, when utilized, shall be planted evenly and continuously under tree and shrub masses.
- Planting methods, soil amendment quantities, and preparation methods shall be installed according to the plant specifications and details.
- Plant material shall be fertilized at the rates and time intervals specified within the planting specifications.
- Refer to Detail _____, Sheet _____ for shrub planting.
- Refer to Detail _____, Sheet _____ for 5 and 15 gallon tree staking.
- Refer to Detail _____, Sheet _____ for boxed tree staking.
- Refer to Detail _____, Sheet _____ for tree guying.

STREET TREE NOTES:

- EXACT LOCATION OF STREET TREES ALONG PUBLIC STREETS SHALL BE DETERMINED AT THE STREET IMPROVEMENT STAGE.
- STREET TREES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED PER CURRENT APPLICABLE CITY STANDARDS.
- STREET TREE INSTALLATIONS ARE SUBJECT TO CITY ARBORIST APPROVAL.

POTTERY SCHEDULE

Pottery and saucers are to be provided by Owner.

Contractor shall be responsible to provide and install one (1) inch drain rock within bottom four (4) inches of each pot, provide and install potting soil mix ("Supersoil" or approved equal), and drill pot drain holes (if necessary).

Each pot shall be planted with seasonal annuals so as to completely fill the planting area. In addition, selected pottery shall be planted with plant material as indicated and specified on the planting plans.

All plant material within pottery shall be irrigated with a "drip" type of irrigation system, and shall meet the following basic requirements:

- Each lot shall be independent from one another.
- Each drip system shall be valued independently from other irrigation circuits.
- Each valve/circuit shall be fully automatic and be electrically connected to the automatic controller for that particular lot.
- All components shall be buried below finish grade.
- Valves, control wire cable, wire connectors, valve boxes, and the appropriate installation methods shall conform to the irrigation key and written specifications herein.
- Each drip system shall have a pressure regulator and a filter device installed on the "downstream" side of the control valve. Both components shall be installed in plastic valve boxes.
- Drip system piping/tubing shall be installed in appropriate PVC sleeving as necessary in order to reach selected pottery locations at hardscape areas, etc. The Contractor shall be responsible to coordinate sleeving with other trades.
- Drip systems shall meet applicable codes, rules, regulations, ordinances, etc.

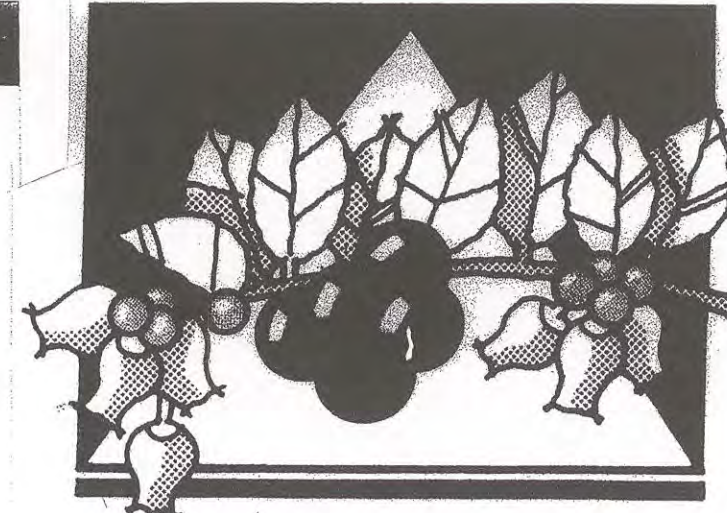
The Contractor shall submit shop drawings and material specifications to the landscape architect for approval prior to ordering.

POTTERY LEGEND

- 25- Designates house plan number.
1- Designates size (approximate) and style of pottery.

FINISH GRADING & DRAINAGE LEGEND

SYMBOL	DESCRIPTION
F.G.R.	FINISH GRADE SPOT ELEVATION
H.P.	ELEVATION HIGH POINT
T.C.	TOP OF CURB ELEVATION
F.F.	FINISH FLOOR ELEVATION
P.S.	PROTECTIVE SLOPE EVEVATION
225'	CONTOUR ELEVATION
	EXISTING CONTOUR
	PROPOSED CONTOUR
4:1	SLOPE RATIO
RIM	INLET GRATE (RIM) ELEVATION
INV.	STORM DRAIN INVERT ELEVATION
OUT.	OUTFALL ELEVATION
	DIRECTION OF SURFACE FLOW
	DRAINAGE SWALE
%	GRADIENT PERCENTAGE
--- --	STORM DRAIN PIPE (SCHEDULE 40 PVC, TYPE 1120)
S= %	SLOPE OF STORM DRAIN PIPE
	AREA DRAIN WITH FLAT GRATE (PLASTIC; N.D.S.)
	AREA DRAIN WITH ATRIUM GRATE (PLASTIC; N.D.S.)
	DECK DRAIN (BRONZE; ZURICH)
T.S.	TOP OF STEP ELEVATION
B.S.	BOTTOM OF STEP ELEVATION
T.W.	TOP OF WALL ELEVATION
B.W.	BOTTOM OF WALL ELEVATION
P.O.C.	POINT OF CONNECTION



ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE

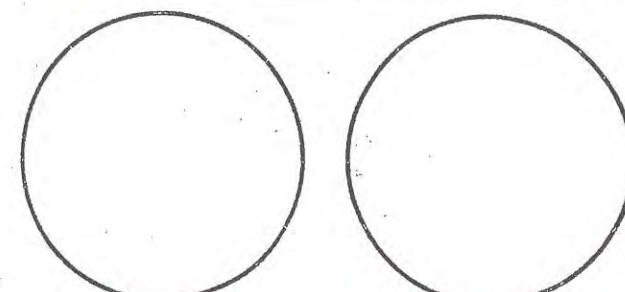
35802 HIBISCUS COURT, FREMONT, CA 94536
PHONE: (408) 838.2329
jay@isaacsonwood.com

**SUNNYHILLS APARTMENTS
ADDITION**
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
100 SARATOGA AVENUE, SUITE #300
SANTA CLARA, CA 95051

LANDSCAPE GENERAL NOTES

JOB #	REVISIONS:
18012	6
DATE: 09.24.18	07.19.18
	03.30.18
	03.10.20
	5
	10



SHEET

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OF



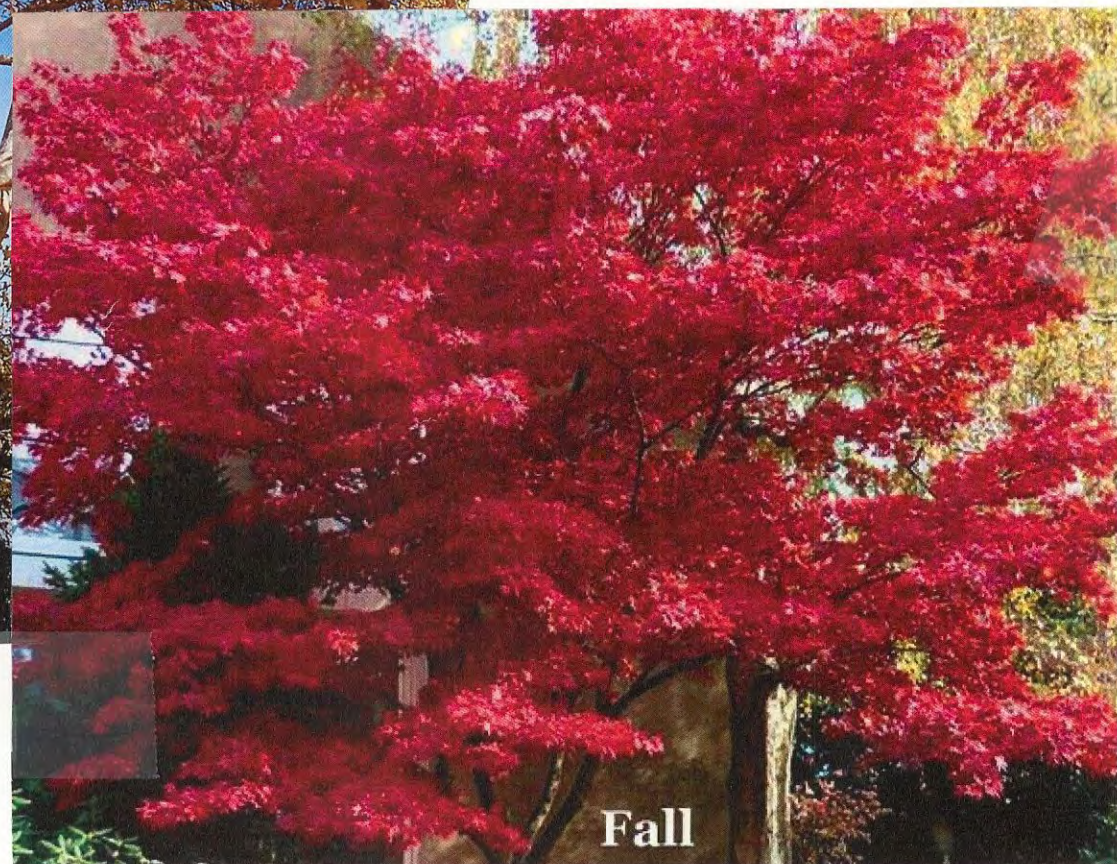
LAURUS



COLEONEMA



PLATANUS

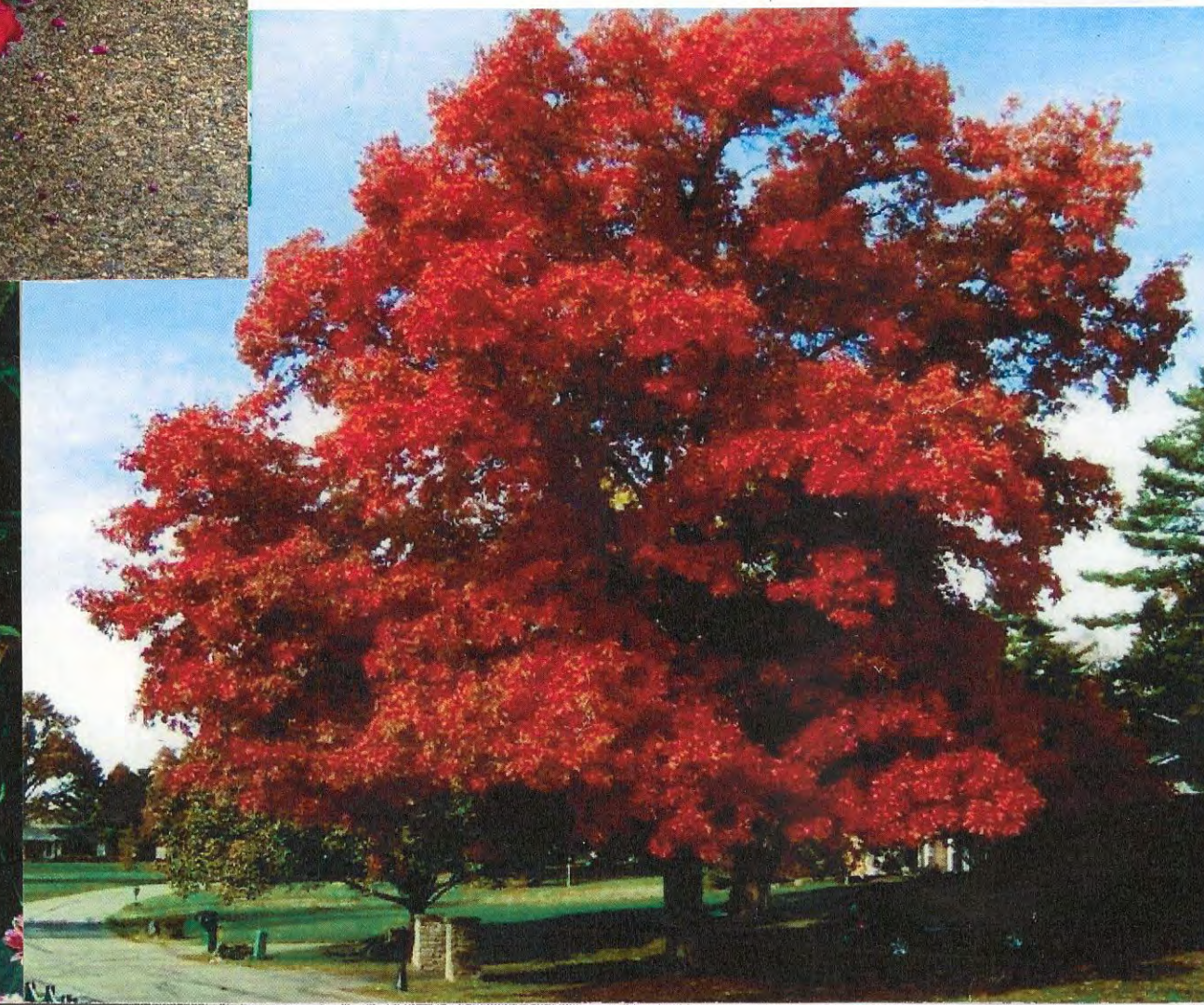


PISTACIA

ROSA



AGAPANTHUS



QUERCUS



PHORMIUM



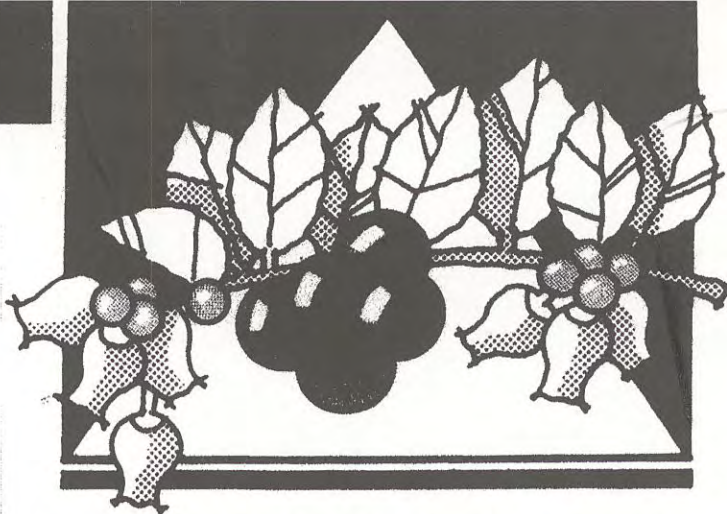
MYOPORUM



LAGERSTROEMIA



RHAPHIOLEPIS



ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE

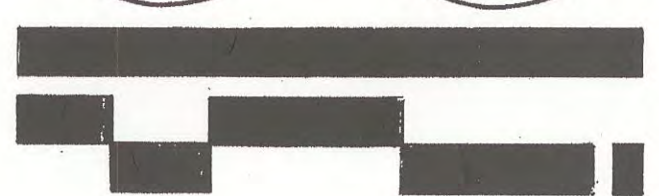
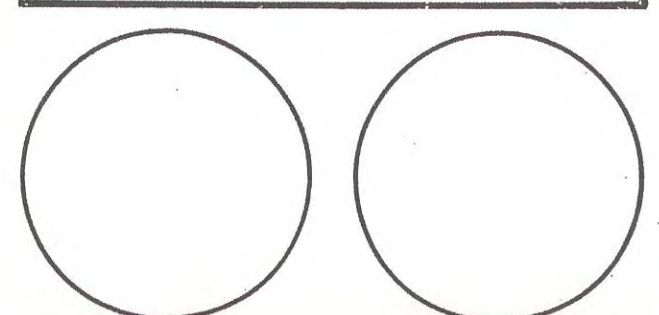
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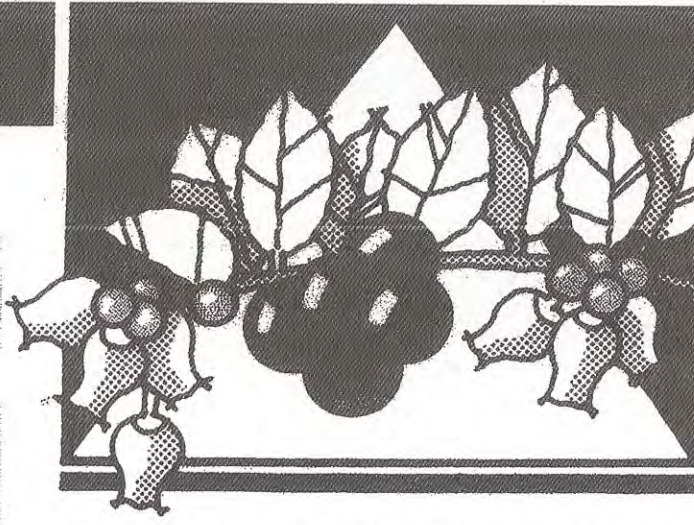
PLANT MATERIAL
PHOTOGRAPHIC
IMAGERY

JOB #	REVISIONS:
18012	1 07.19.19
DATE:	2 07.19.19
09.24.18	3 07.19.19
	4 03.10.20
	5 10.20.20



SHEET
L7

OF



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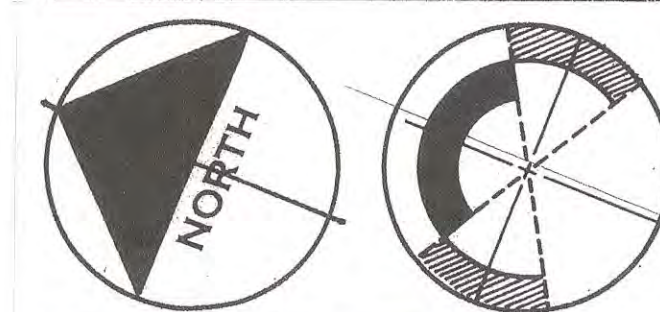
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS APARTMENTS
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1724 SUNNYHILLS DRIVE
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CONCEPTUAL IRRIGATION PLAN

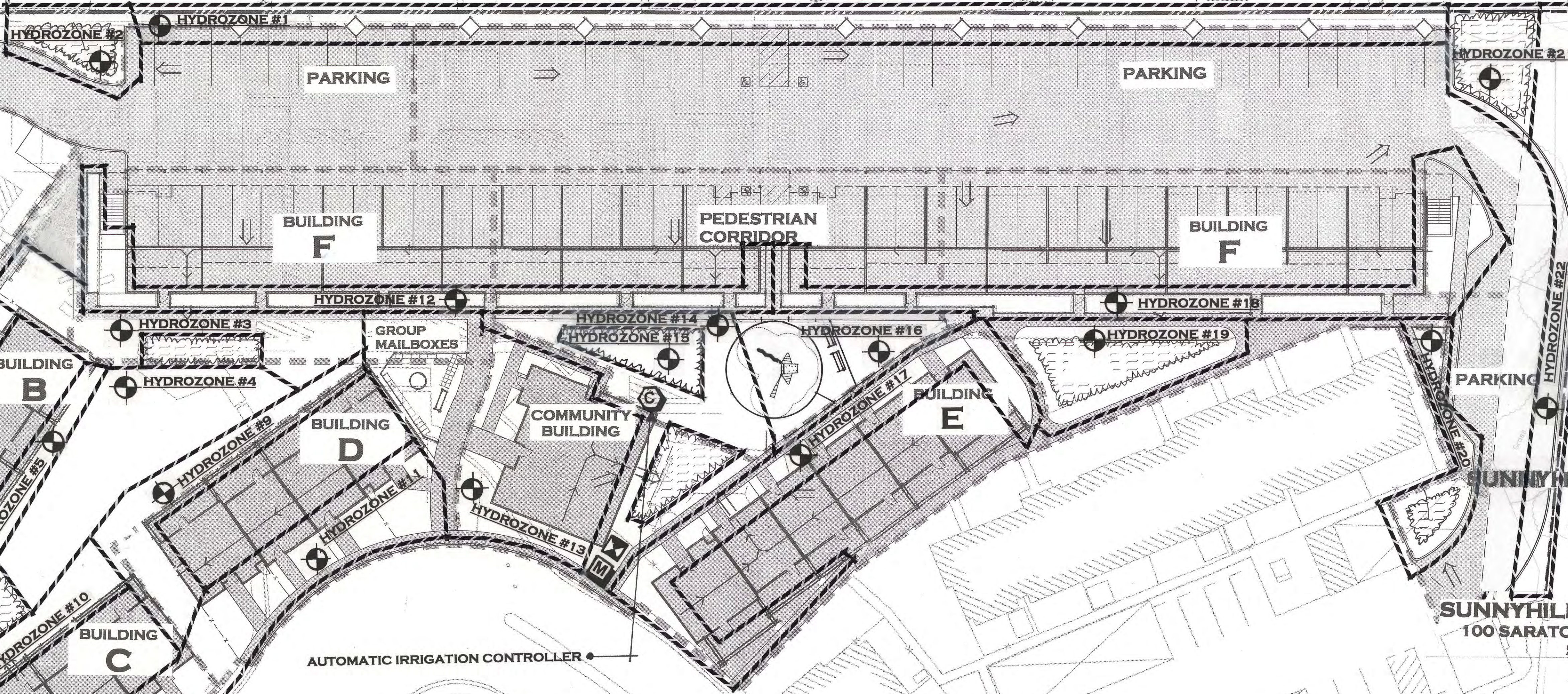
JOB #	REVISIONS:
18012	1. 07.19.19
DATE:	2. 10.30.19
09.24.18	3. 03.10.20



0 20 SCALE: 1"=20'

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OF

NOTE:
IRRIGATION HYDROZONES TO BE CIRCUITED TO IRRIGATE
PLANT MATERIAL WITH LIKE WATER USE RATINGS;
PER W.U.C.O.L.S.



IRRIGATION SYSTEM COMPONENT SPECIFICATION NOTE: OR APPROVED EQUAL

SYMBOL	MANUF.	MODEL #	NOZZLE	PSI	PAT.	RAD	GPM
SPRINKLERS:							
SPRAY HEADS (GRASS AREAS):							
RAIN BIRD	1806-SAM	15 Q	30	90 (MPR)	15'	0.92	30 TRAJ.
RAIN BIRD	1806-SAM	15H	30	180 (MPR)	15'	1.85	30 TRAJ.
RAIN BIRD	1806-SAM	15F	30	360 (MPR)	15'	3.70	30 TRAJ.
SPRAY HEADS (SHRUB & GROUND COVER AREAS):							
RAIN BIRD	1806-SAM	8Q	30	90 (MPR)	8'	0.26	10 TRAJ.
RAIN BIRD	1806-SAM	8H	30	180 (MPR)	8'	0.52	10 TRAJ.
RAIN BIRD	1806-SAM	10Q	30	90 (MPR)	10'	0.39	15 TRAJ.
RAIN BIRD	1806-SAM	10H	30	180 (MPR)	10'	0.79	15 TRAJ.
RAIN BIRD	1806-SAM	15F	30	360 (MPR)	15'	3.70	30 TRAJ.
RAIN BIRD	1806-SAM	15H	30	180 (MPR)	15'	1.85	30 TRAJ.
RAIN BIRD	1806-SAM	15-EST	30	4"x15'		0.61	30 TRAJ.
RAIN BIRD	1806-SAM	15-SST	30	4"x30'		1.21	30 TRAJ.
BUBBLER HEADS (TREES & VINES):							
RAIN BIRD PRESSURE COMPENSATING FULL CIRCLE BUBBLER; MODEL #1401 TRICKLE PATTERN; 0.25 G.P.M. NOTE: TWO BUBBLERS @ EACH TREE; INSTALLED IN GRAVEL FILLED PERFORATED AERATION TUBE. RAIN BIRD ROOT WATERING SYSTEM MODEL #RWS-B-C-1401 (WITH CHECK VALVE). SET GRATE FLUSH WITH FINISH GRADE.							
DRIP EMITTERS:							
PEPCO QUADRA-BUBBLER: 0.64 G.P.M. PEPCO OCTA-BUBBLER: 1.28 G.P.M. NOTE: 1 GAL. & 5 GAL. PLANTS TO HAVE TWO (2) DISTRIBUTION TUBE OUTLETS EACH. 15 GAL. PLANTS TO HAVE THREE (3) DISTRIBUTION TUBE OUTLETS EACH.							

AUTOMATIC IRRIGATION CONTROLLER:
HUNTER AUTOMATIC IRRIGATION CONTROLLER
WITH SEASONAL ADJUSTMENT AND SENSOR
PROGRAMMABILITY; MODEL #PCC-1200 (12-STATIONS)
WITH PC-SERIES STATION EXPANSION MODULE #PCM-300
INTERNAL 120 VAC TRANSFORMER; OUTDOOR MODEL.

WEATHER SENSOR DEVICE:
HUNTER SOLAR-SYNC SYSTEM (INCLUDES: WIRELESS
SOLAR-SYNC SENSOR, WIRELESS RECEIVER AND MODULE);
WITH AUTOMATED DAILY WEATHER ADJUSTMENT TO
PROGRAM RUN TIMES AND RAIN / FREEZE SHUTOFF
FEATURES. INSTALL PER MANUFACTURER'S
SPECIFICATIONS AND RECOMMENDATIONS

FLOW SENSOR
CREATIVE SENSOR TECHNOLOGY (CST) FLOW SENSOR;
MODEL FSI SERIES (SIZE: 1-1/2"). INSTALL IN AMETEK
GREEN PLASTIC VALVE BOX WITH LOCKING LID; PER
DETAIL.

MASTER REMOTE CONTROL VALVE
BUCKNER / SUPERIOR MASTER REMOTE CONTROL VALVE
MODEL #3200 (SIZE TO MATCH STATIC PRESSURE MAINLINE
PIPING). INSTALL IN AMETEK GREEN PLASTIC VALVE BOX
WITH LOCKING LID; PER DETAIL.

REMOTE CONTROL VALVES (DRIP HYDROZONES):
RAIN BIRD ELECTRIC REMOTE CONTROL VALVE
FOR DRIP & QUADRA-BUBBLER HYDROZONES;
MODEL #PEB-PRSD SERIES (SIZES: 1" #100 AND 1-1/2"
#150). INSTALL WITH BALL VALVE MODEL: KBI OR
APPROVED EQUAL. RAIN BIRD PRESSURE REGULATING
MODULE AND HARDIE #420 FILTER (150 MESH). BALL
VALVE AND FILTER SIZES TO MATCH REMOTE CONTROL
VALVE SIZE. INSTALL COMPONENTS WITHIN AMETEK
GREEN PLASTIC VALVE BOX; PER DETAIL.

**REMOTE CONTROL VALVES
(SPRAY, STREAM ROTOR & BUBBLER HYDROZONES):**
RAIN BIRD ELECTRIC REMOTE CONTROL VALVE
FOR SPRAY, STREAM ROTOR AND BUBBLER
HYDROZONES; MODEL #PEB-PRSD SERIES (SIZES:
3/4" #75, 1" #100, 1-1/2" #150 AND 2" #200). INSTALL
WITH BALL VALVE MODEL: KBI (SIZE TO MATCH REMOTE
CONTROL VALVE SIZE) AND PRESSURE REGULATING
MODULE. INSTALL COMPONENTS WITHIN AMETEK
GREEN PLASTIC VALVE BOX; PER DETAIL.

BACFLOW PREVENTION UNIT (B.P.U.):
FEBCO MODEL #825-Y REDUCED PRESSURE BACFLOW
PREVENTION DEVICE. SIZE TO BE 2" (UNLESS OTHERWISE
NOTED ON PLANS). B.P.U. TO BE INSTALLED WITH FREEZE
PROTECTION JACKET WITHIN VANDAL RESISTANT
ENCLOSURE (PER DETAIL). CONTRACTOR SHALL SUBMIT
MATERIAL SPECIFICATIONS FOR JACKET & ENCLOSURE
FOR APPROVAL, PRIOR TO INSTALLATION.

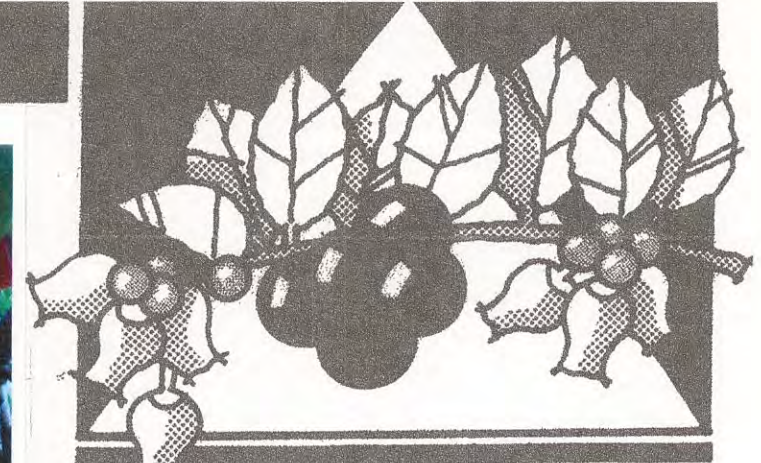
QUICK-COUPLER VALVE (Q.V.C.):
RAIN BIRD MODEL #44RC (SIZE: 1") QUICK-COUPLER
VALVE WITH YELLOW CAP; INSTALL WITHIN AMETEK
GREEN ROUND PLASTIC VALVE BOX (PER DETAIL).
Q.V.C. TO BE LOCATED @ APPROXIMATELY 100' O.C.
SPACING; AS SHOWN ON PLANS.

IRRIGATION SYSTEM PIPE:
LATERAL LINE PIPE TO BE CLASS 200 P.V.C.
TYPE 1120-1220. PIPE SIZE PER PIPE SIZING CHART
BASED ON G.P.M. DEMANDS (OR AS SHOWN ON PLANS).
TWELVE (12) INCH MINIMUM COVER FROM TOP OF
PIPE TO FINISH GRADE. INSTALL PER DETAIL.

**STATIC PRESSURE MAINLINE PIPE TO BE SCHEDULE 40
P.V.C. TYPE 1120-1220. PIPE SIZE TO BE TWO (2) INCH
MINIMUM UNLESS OTHERWISE DESIGNATED ON PLANS.
EIGHTEEN (18) INCH MINIMUM COVER FROM TOP OF
PIPE TO FINISH GRADE. INSTALL PER DETAIL.**

**IRRIGATION SYSTEM PIPE SLEEVES (FOR PLACEMENT
OF LATERAL LINE PIPING, STATIC PRESSURE MAINLINE
PIPING AND CONTROL WIRE CABLES). SLEEVE PIPE
TO BE SCHEDULE 40 P.V.C. TYPE 1120-1220. INSTALL
THREE (3) SLEEVES AT EACH LOCATION; SLEEVE SIZE TO
BE SIX (6) INCH. TWENTY-FOUR (24) INCH MINIMUM COVER
FROM TOP OF PIPE TO HARDSURFACE SLUG-GRADE. SLEEVES
TO EXTEND TWO (2) FEET BEYOND EDGE OF
HARDSURFACE.**

IRRIGATION SYSTEM WATER METER:
WATER METER (SIZE: 1-1/2"). WITH TWO (2) INCH
WATER SERVICE LATERAL LINE. SEE CIVIL ENGINEER'S
IMPROVEMENT PLANS; VERIFY EXACT LOCATION IN-FIELD.



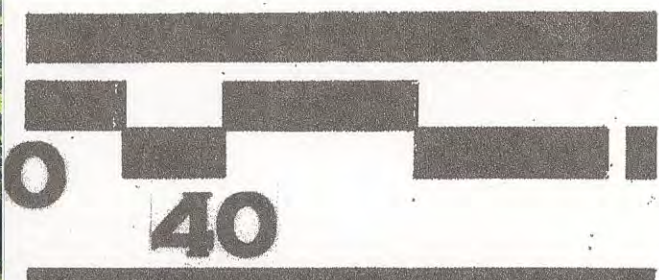
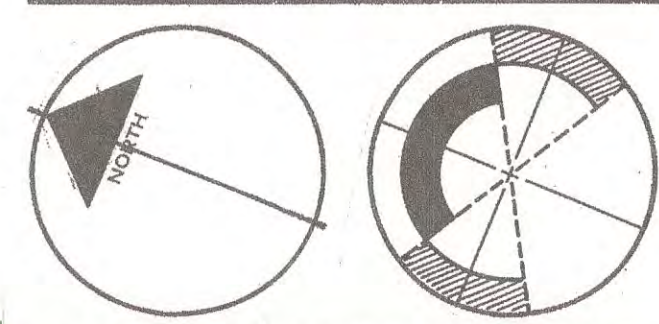
ISAACSON, WOOD & ASSOCIATES
 LANDSCAPE ARCHITECTURE
 35802 HIBISCUS COURT, FREMONT, CA 94536
 PHONE: (408) 838.2329
 jav@isaacsonwood.com

**SUNNYHILLS APARTMENTS
 ADDITION**
 1724 SUNNYHILLS DRIVE
 MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
 100 SARATOGA AVENUE, SUITE #300
 SANTA CLARA, CA 95051

**OPEN SPACE AREAS
 IDENTIFICATION OF PROPOSED
 LANDSCAPE ENHANCEMENT**

JOB #	REVISIONS:
DATE: 10.25.19	1 2 3 4 5 6 7 8 9 10





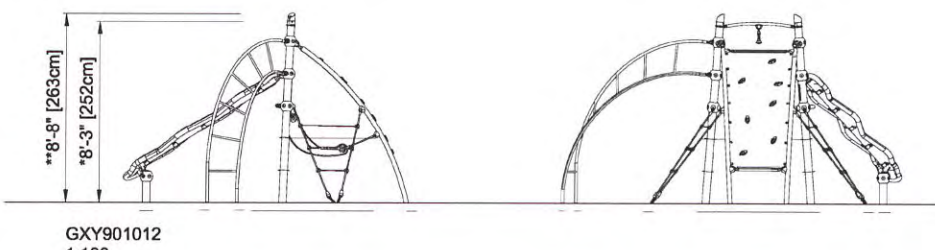
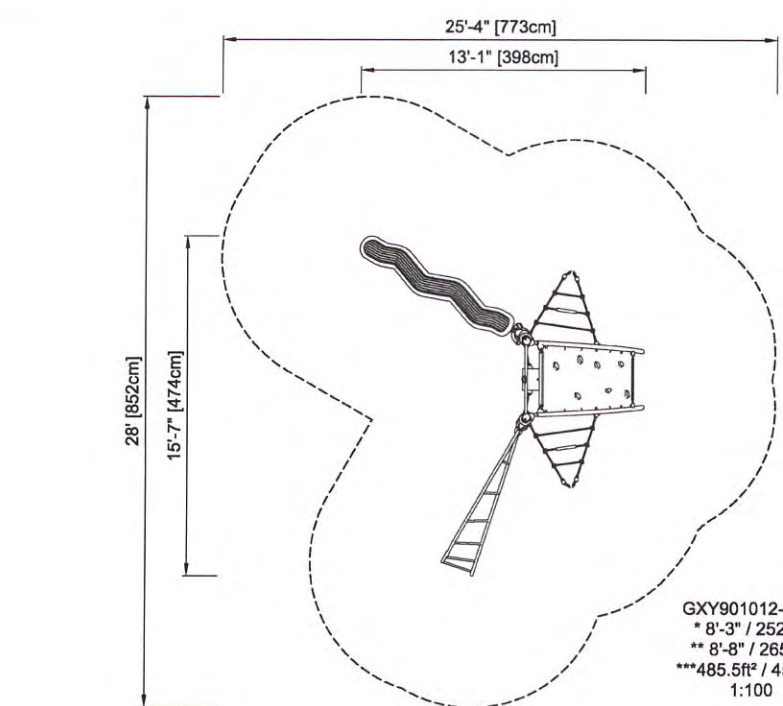
GX901
Pavo



Elevated Activities: 0	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	0	3	3
Required	0	3	3

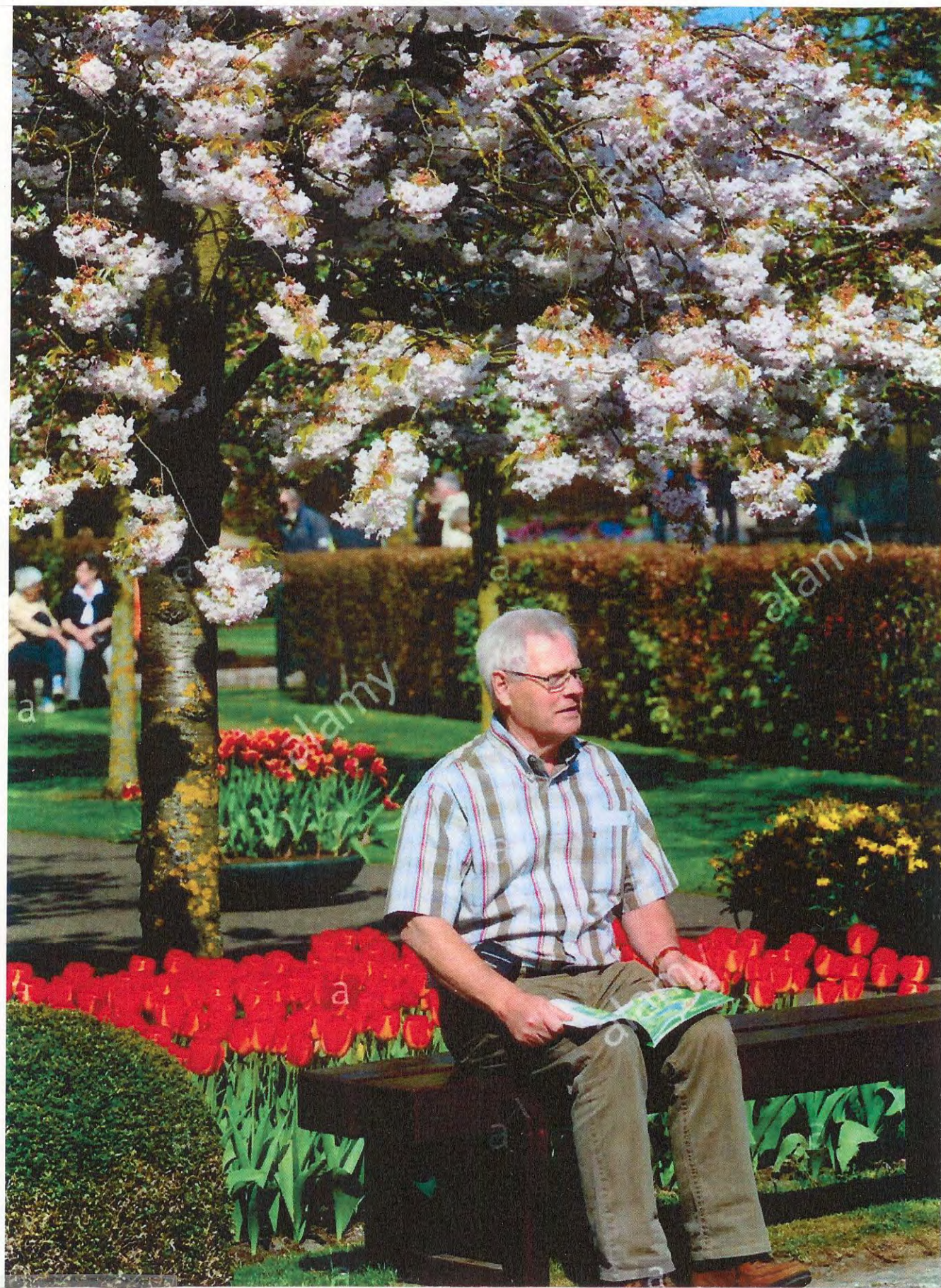
The Pavo offers the dual benefits of physical activity and social interaction - both of which are extremely important for 5-12 year olds. A Jacob's Ladder and a climbing wall with cleats encourage kids to test their upper-body strength and hone gross motor skills. In the center of the structure, a gently-rocking Playshell seat offers a place to gather and chat. Finally, a Rocking Tube is mounted to the side of this unit at an angle for interesting balancing games. It's a challenge to climb up, since the flattened tube tilts from side to side. If the challenger makes it to the top, he or she can choose to try and slide down the length of the tube, or access the rest of the play equipment.

Product Line	Play Systems
Category	GALAXY™
Age from	5 - 12
Max. fall height (CM)	252
Total height (CM)	265
Safety Zone	38.7 m2



* = Highest designated play surface.
** = Total height of product.

A CHILDREN'S PLAY AREA
CHILDREN'S PLAY STRUCTURE IS CONCEPTUAL ONLY. EQUIPMENT SHOWN SHALL BE OR APPROVED EQUAL.
NOTE:
PLAY STRUCTURE, PLAY AREA SURFACING, ADA ACCESSABILITY, ETC. SHALL MEET APPLICABLE CODES, RULES, REGULATIONS AND STANDARDS.



B SEATING AREA



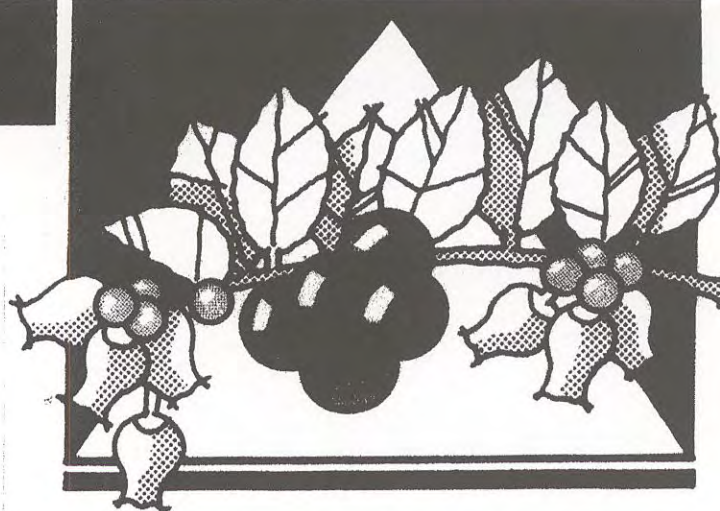
C 6' SOLID WOOD FENCE
@ PRIVATE PATIOS
COLOR: BEIGE TO COMPLIMENT ARCHITECTURE



D BICYCLE RACK



E 6' DECORATIVE MASONRY WALL
@ EAST & SOUTH PROPERTY BOUNDARIES
COLOR: BEIGE TO COMPLIMENT ARCHITECTURE



ISAACSON, WOOD & ASSOCIATES
LANDSCAPE ARCHITECTURE

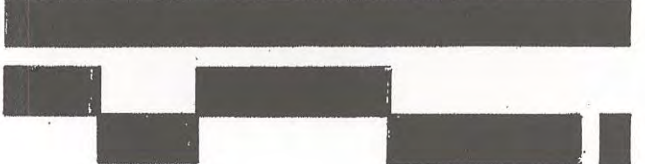
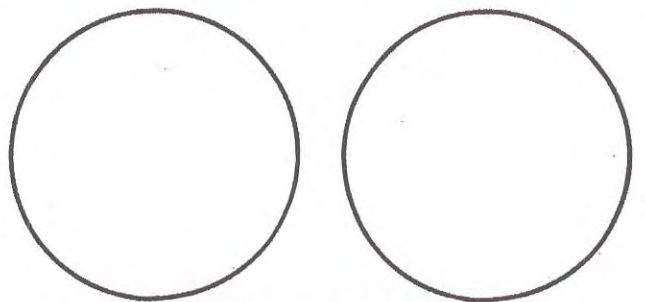
35802 HIBISCUS COURT, FREMONT, CA 94536
PHONE: (408) 838.2329
jw@isaacsonwood.com

**SUNNYHILLS APARTMENTS
ADDITION**
1724 SUNNYHILLS DRIVE
MILPITAS, CALIFORNIA

SUNNYHILLS INVESTORS LLC
100 SARATOGA AVENUE, SUITE #300
SANTA CLARA, CA 95051

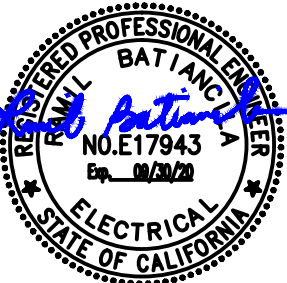
**CONCEPTUAL
LANDSCAPE DETAILS**

JOB #	REVISIONS:
DATE:	1 10.30.19
	2 03.10.20
	3 10



SHEET
L10
OF

Stamp:



1
E1.0

SITE PHOTOMETRICS PLAN

SCALE: 3/64"=1'-0"

GENERAL NOTES:

- MR ENGINEERING, INC. DISCLAIMER: CALCULATIONS ARE PERFORMED USING INDUSTRY-RECOGNIZED SOFTWARE, AND ARE PROVIDED FOR THE ESTIMATION PURPOSES ONLY. INPUT DATA FOR THE CALCULATIONS CORRESPONDS TO THE INFORMATION PROVIDED TO US (ASSUMPTIONS MAY BE MADE FOR INFORMATION THAT IS NOT PROVIDED). IT IS THE RESPONSIBILITY OF THOSE USING THIS SERVICE TO VERIFY THAT OUR INPUT DATA IS CONSISTENT WITH EXPECTED FIELD CONDITIONS. RESULTS OF THE LIGHTING CALCULATIONS ACCURATELY REFLECT THE INPUT DATA. HOWEVER, ACTUAL LIGHTING LEVELS WILL VARY DEPENDING ON FIELD CONDITIONS SUCH AS ROOM CHARACTERISTICS, TEMPERATURE, VOLTAGE, AND LAMP/BALLAST OUTPUT AND OTHER FACTORS. CALCULATIONS ARE ALSO SUBJECT TO THE LIMITATIONS OF THE SOFTWARE. DUE TO THE ABOVE CONSIDERATIONS, MR ENGINEERING, INC CANNOT GUARANTEE THAT ACTUAL LIGHT LEVELS MEASURED IN THE FIELD WILL MATCH OUR INITIAL CALCULATIONS.
- PHOTOMETRIC DATA USED AS INPUT FOR THERE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS. FIELD PERFORMANCE WILL DEPEND ON THE ACTUAL LAMP, BALLAST, ELECTRICAL AND SITE CHARACTERISTICS.

EXTERIOR LIGHTING FIXTURE SCHEDULE								
FIXTURE SYM.	COL	FIXTURE TYPE	DESCRIPTION	MANUFACTURER'S CATALOG NO.	LAMPS	VOLT	ATTN	MOUNTING
⬤		A	RESIDENTIAL OUTDOOR □ ALL LED LIGHT	LITHONIA LIGHTING OLCS 8 DD OR APPROVED EQUAL	LED	120	8.9	□ ALL MOUNTED
⌘		B	LED OUTDOOR □ ALL LUMINAIRE	LITHONIA LIGHTING DS□ 2 LED 30C 1000 50K T4M MVOLT OR APPROVED EQUAL	LED	120	73	□ ALL MOUNTED
—		C	LED VAPOR LIGHT	LITHONIA LIGHTING □VML L48 3500LM MVOLT 40K 80CRI OR APPROVED EQUAL	LED	120	33	SURFACE MOUNTED

CALCULATION SUMMARY						
LEVEL	CALCULATION TYPE	UNITS	AVG	MAX	MIN	u0
CALCULATION POINTS	ILLUMINANCE	fc	3.04	18.00	0.01	0.002

**SUNNYHILLS
APARTMENTS
ADDITION**

1724 SUNNYHILLS COURT,
MILPITAS, CALIFORNIA

Proj. #: A1906-AC421 Date: 07.01.2019

Sheet Title:

**SITE PHOTOMETRICS
PLAN**

Review by: ☐

Sheet No:

E1.0

**1724 SUNNYHILLS COURT PROJECT
INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

MILPITAS, CALIFORNIA

LSA

September 2020

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NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE 1724 SUNNYHILLS COURT PROJECT

NOTICE IS HEREBY GIVEN that the City of Milpitas (City) has completed an Initial Study/Mitigated Negative Declaration for the proposed 1724 Sunnyhills Court Project in accordance with the California Environmental Quality Act.

Project Location: The approximately 2.2-acre project site is located within the existing 12.66-acre Sunnyhills Apartment complex at 1724 Sunnyhills Court in the City of Milpitas in Santa Clara County. The project site is located in northern Milpitas, in an area consisting primarily of residential, commercial, and light industrial uses. The project site is bound by Dixon Road to the north, single-family residential uses to the east and south, and commercial uses to the west.

Proposed Project: The proposed project involves the demolition of an existing leasing/community building within the existing Sunnyhills Apartment complex and the construction of 44 two- to three-story multi-family residential units, a new leasing building, the addition of 87 parking spaces, and associated site improvements including a new driveway to connect an existing drive aisle to a new fire access road.

Findings: The Initial Study prepared by the City was undertaken for the purpose of deciding whether the proposed project may have a significant effect on the environment. On the basis of the Initial Study, City staff has concluded that the proposed project will not have a significant effect on the environment and, therefore, has prepared a Mitigated Negative Declaration. The project site is not on a list of hazardous waste sites compiled pursuant to Government Code Section 65962.5.

Public Review: The IS/MND is available for review online at: <http://www.ci.milpitas.ca.gov/milpitas/departments/38397-2/>. Written comments will be accepted from **September 17, 2020 to October 7, 2020**. Comments will also be accepted at the regularly scheduled **Planning Commission hearing on September 23, 2020**. Comments from all Responsible Agencies and interested parties are requested. Any person wishing to comment on the Draft IS/MND must either make verbal comments at the Planning Commission hearing or submit written comments to the following:

Rozalynne Thompson
455 East Calaveras Boulevard
Milpitas, CA 95035
408-586-3278
rthompson@ci.milpitas.ca.gov

In response to the ongoing COVID-19 pandemic, the Planning Department and City Offices are currently closed to the public. If you require additional accommodation to review the IS/MND, please contact Rozalynne Thompson at the email or phone number listed above.

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**1724 SUNNYHILLS COURT PROJECT
INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

MILPITAS, CALIFORNIA

Submitted to:

Rozalynne Thompson, Senior Planner
City of Milpitas
Planning Department
455 East Calaveras Boulevard
Milpitas, California 95035

Prepared by:

LSA
157 Park Place
Pt. Richmond, California 94801
510.236.6810

Project No. MLP1902.02



September 2020

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- E: GEOTECHNICAL INVESTIGATION
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- G: PHASE I ENVIRONMENTAL SITE ASSESSMENT
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LIST OF ABBREVIATIONS AND ACRONYMS

$\mu\text{g}/\text{m}^3$	micrograms per cubic meter
$\mu\text{in}/\text{sec}$	microinches per second
AB	Assembly Bill
APN	Assessor's Parcel Number
BAAQMD	Bay Area Air Quality Management District
Basin Plan	Water Quality Control Plan
BMP	Best Management Practices
CalEEMod	California Emissions Estimator Model
CALGreen	California Green Building Standards Code
CAP	Climate Action Plan
CARB	California Air Resource Board
CBC	California Building Code
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CH_4	Methane
City	City of Milpitas
Clean Air Plan	Bay Area Air Quality Management District 2017 Clean Air Plan
CMP	Congestion Management Program
CNEL	Community Noise Equivalent Level
CO	carbon monoxide
CO_2	Carbon dioxide

CO ₂ e	CO ₂ equivalents
dB	decibel
dBA	A-weighted (sound level) decibels
EOP	Santa Clara County Emergency Operations Plan
FHWA	Federal Highway Administration
Fire Department	City of Milpitas Fire Department
FTA	Federal Transit Administration
GHG	Greenhouse gas
GWh	gigawatt hours
GWP	Global Warming Potential
HCM	Highway Capacity Manual
HFCs	Hydrofluorocarbons
HQTC	High Quality Transit Corridor
HVAC	heating, ventilation, and air condition
I-680	Interstate 680
I-880	Interstate 880
in/sec	inches per second
IPCC	Intergovernmental Panel on Climate Change
IS/MND	Initial Study/Mitigated Negative Declaration
ITE	Institute of Transportation Engineers
kWh	kilowatt hours
L _{dn}	day-night average level
L _{eq}	equivalent continuous sound level
LID	Low Impact Development

L _{max}	Maximum instantaneous noise level
LOS	Level of Service
L _v	velocity in decibels
MERV	Minimum Efficiency Reporting Value
mgd	million gallons per day
MLD	Most Likely Descendant
mpg	miles per gallon
MRP	San Francisco Bay Regional Water Quality Control Board Municipal Regional Permit
MT	metric tons
MUSD	Milpitas Unified School District
N ₂ O	Nitrous oxide
NAHC	California Native American Heritage Commission
NO ₂	nitrogen dioxide
NO _x	Nitrogen oxide
NPDES	National Pollutant Discharge Elimination System
NWIC	Northwest Information Center
O ₃	ozone
OPR	Governor's Office of Planning and Research
Pb	lead
PFCs	Perfluorocarbons
PG&E	Pacific Gas & Electric
PM	particulate matter
PM ₁₀	respirable particulate matter
PM _{2.5}	fine particulate matter

Police Department	City of Milpitas Police Department
POTWs	publicly-owned treatment works
PPV	peak particle velocity
project	1724 Sunnyhills Court Project
RMS	root-mean-square
ROG	Reactive organic gases
SB	Senate Bill
SBWR	City of San José South Bay Water Recycling
SCP	Stormwater Control Plan
SCV HCP	Santa Clara Valley Habitat Plan
SCVURPPP	Santa Clara Valley Urban Runoff Pollution Prevention Program
SCVWD	Santa Clara Valley Water District
SF ₆	Sulfur Hexafluoride
SFPUC	San Francisco Public Utilities Commission
SO ₂	sulfur dioxide
SRA	State responsibility area
STC	Sound Transmission Class
SWITRS	Statewide Integrated Traffic Records System
SWPPP	Storm Water Pollution Prevention Plan
TACs	toxic air contaminants
Traffic Study	Traffic Operations Report
UCMP	University of California Museum of Paleontology
USGS	United States Geological Survey
UWMP	Urban Water Management Plan

VdB	vibration velocity in decibels
VMT	vehicle miles traveled
VTP	Santa Clara Valley Transportation Authority Countywide Valley Transportation Plan
Water Board	San Francisco Bay Regional Water Quality Control Board
WPCP	San José/Santa Clara Water Pollution Control Plant
ZE	zero emission

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1.0 PROJECT INFORMATION

1. Project Title:

1724 Sunnyhills Court Project

2. Lead Agency Name and Address:

City of Milpitas
Planning Department
455 East Calaveras Boulevard
Milpitas, California 95035

3. Contact Person and Phone Number:

Rozalynne Thompson, Senior Planner
Phone: (408) 586-3278

4. Project Location:

1724 Sunnyhills Court, Milpitas, CA 95035

5. Project Sponsor's Name and Address:

Sunnyhills Investors LLC
100 Saratoga Avenue, #300
Santa Clara, CA 95051

6. General Plan Designation: Multi-Family High Density (MFH)

7. Zoning: Multi-Family High Density Residential (R3)

8. Description of Project:

The proposed project involves the demolition of an existing leasing/community building within the existing Sunnyhills Apartment complex and the construction of 44 two- to three-story multi-family residential units, a new leasing building, the addition of 87 parking spaces, and associated site improvements including a new driveway to connect an existing drive aisle to a new fire access road. See Section 2.0, Project Description of this Initial Study, for a full project description.

9. Surrounding Land Uses and Setting:

The project site is located within the southeast corner of the existing Sunnyhills Apartments complex and is bound by existing apartment complex buildings to the north, west, and south, and by single-family residential uses to the east. The Sunnyhills Apartment complex is bound by Dixon Road to the north, residential uses to the east and south, and commercial uses to the west.

10. Other Public Agencies Whose Approval is Required (e.g., permits, financial approval, or participation agreements):

City of Milpitas Fire Department, Santa Clara Valley Water District

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resource Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.??

California Native American tribes traditionally and culturally affiliated with the project site and area were notified of the proposed project on July 24, 2020. The City did not receive any requests for consultation during the 30-day notification period. Therefore, the City considers the AB 52 consultation process to be concluded.

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2.0 PROJECT DESCRIPTION

The following describes the proposed 1724 Sunnyhills Court Project (project) that is the subject of this Initial Study/Mitigated Negative Declaration (IS/MND) prepared pursuant to the California Environmental Quality Act (CEQA). The proposed project would result in the demolition of an existing leasing/community building located within the Sunnyhills Apartment complex (apartment complex) and the construction of 44 new residential units within 6 buildings, construction of a new leasing/community building, addition of 87 parking spaces, and construction of associated site improvements including a new driveway to connect an existing drive aisle to a new fire access road. The proposed project would also include the removal of 31 protected trees from the project site. The City of Milpitas (City) is the Lead Agency for review of the proposed project under CEQA.

2.1 PROJECT SITE

The following section describes the project location, existing conditions, surrounding land uses, and the regulatory setting.

2.1.1 Project Location

The approximately 12.66-acre apartment complex is located at 1724 Sunnyhills Court in the City of Milpitas in Santa Clara County (Assessor's Parcel Number [APN] 026-06-009). The project site is located in northern Milpitas in an area consisting primarily of residential, commercial, and light industrial uses. The project site is bound by Dixon Road to the north, single-family residential uses to the east and south, and commercial uses to the west.

Regional vehicular access to the project site is provided by Interstate 880 (I-880), with on/off ramps located along Dixon Landing Road approximately 0.75 mile to the west. Interstate 680 (I-680) also provides regional access to the project site, with on/off ramps located approximately 1 mile northeast along Scott Creek Road. Bus stops located on Dixon Road and North Milpitas Boulevard provide transit access to the project site. Figure 2-1 shows the regional and local context of the project site. Figure 2-2 depicts an aerial photograph of the project site and surrounding land uses.

2.1.2 Existing Conditions

The project site is generally level and is located within the existing apartment complex. The apartment complex currently consists of 171 multi-family units grouped within 45 one- to two-story buildings, a leasing/community building, and common open space areas consisting of grass lawns, a playground, and a basketball court. Vegetation also includes mature trees located throughout. Access to the apartment complex is provided by Sunnyhills Court, which generally runs through the center of the complex and connects to Dixon Road and North Milpitas Boulevard. The apartment complex currently has 259 off-street parking spaces, 173 of which are covered and 86 of which are uncovered.

As shown in Figure 2-3, the project site itself consists of an approximately 2.2-acre area that is developed with the one-story, approximately 4,690-square-foot leasing/community building and

playground areas situated in the center of the site and at the southeast corner of the apartment complex. The community building currently serves as common recreational space for residents of the apartment complex as well as the leasing office and is not open to the public. A total of nine parking spaces are located in front of the existing leasing office for guest use and users of the community building. A large open lawn area is located at the northern end of the site. A total of 31 trees are located within the project site.

2.1.3 Surrounding Land Uses

As shown in Figure 2-2, the apartment complex is generally surrounded by residential, commercial, and light industrial uses. To the north the apartment complex is bound by Dixon Road, across which are commercial and residential uses. Single-family residential uses border the apartment complex to the east, as well as the Joseph Weller Elementary School. South of the apartment complex are additional single-family residential uses. The apartment complex is bound to the west by the City Square Center, which consists of various commercial uses, past which is North Milpitas Boulevard. As noted above, the project site is located within the southeast corner of the apartment complex. The project site itself is bound by existing apartment complex buildings to the north, west, and south, and by single-family residential uses to the east.

2.1.4 Regulatory Setting

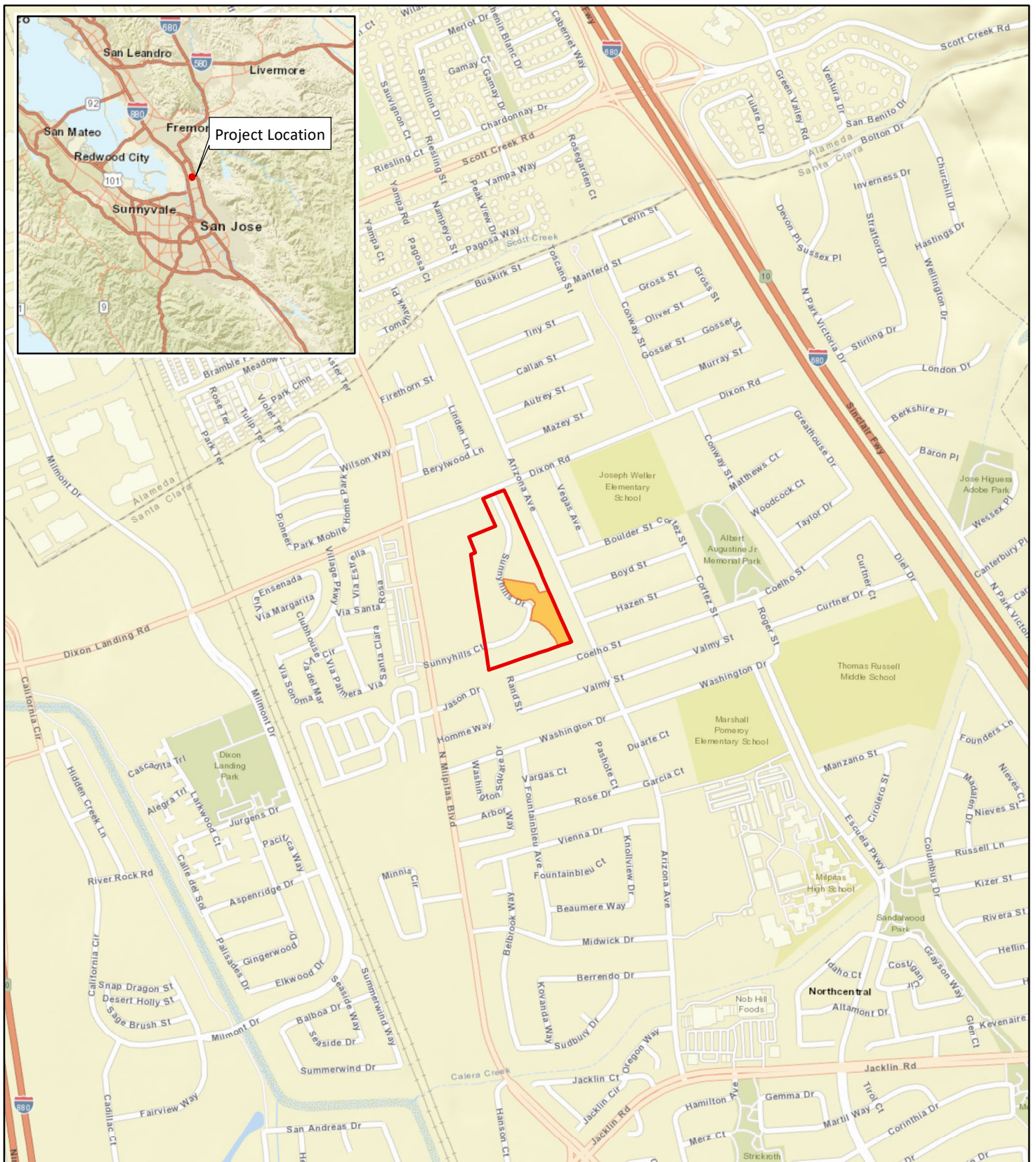
The City of Milpitas General Plan Land Use Map designates the project site as Multi-Family High Density (MFH).¹ This land use is intended to accommodate a variety of housing types, ranging from row houses to triplexes and fourplexes, stacked townhouses and walk-up garden apartments at a density of up to 40 units per acre. The City of Milpitas Zoning Map identifies the project site as Multi-Family High Density Residential (R3).² Multi-family dwellings are permitted with a density of 31 to 40 units per gross acre. Additionally, the project site is designated as a Planned Unit Development (PUD).

2.2 PROPOSED PROJECT

The proposed project involves the demolition of the existing leasing/community building on the project site and the construction of 44 two- to three-story multi-family residential units, a new leasing building, the addition of 87 parking spaces, and associated site improvements including a new driveway to connect an existing drive aisle to a new fire access road. The conceptual site plan for the proposed project is depicted in Figure 2-4 and individual components of the proposed project are discussed below.

¹ Milpitas, City of, 2012. General Plan Land Use Map, Figure 2-1. Available online at: www.ci.milpitas.ca.gov/pdfs/plans_map_general_plan_land_use.pdf

² Milpitas, City of, 2015. Zoning Map. January.



LSA

LEGEND

- Existing Sunnyhill Apartments
- Project Site



0 500 1000
FEET

SOURCE: ESRI World Maps (02/2020).

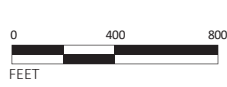
I:\MLP1902.02\GIS\Maps\Figure 2-1_Project Vicinity Map.mxd (4/20/2020)

FIGURE 2-1

1724 Sunnyhills Court Project IS/MND
Project Vicinity Map



LSA FIGURE 2-2



- Existing Sunnyhills Apartments
- Project Site

SOURCES: GOOGLE EARTH, 3/28/18; LSA, 2020.

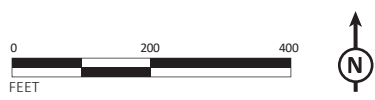
P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure 2-2.ai (4/20/2020).

1724 Sunnyhills Court Project IS/MND
Aerial Photograph of the Project Site and Surrounding Land Use



FIGURE 2-3

LSA



-  Photo Locations
-  Existing Sunnyhills Apartments
-  Project Site

SOURCES: GOOGLE EARTH, 3/28/18; LSA, 2020.

P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure 2-3.ai (6/4/2020).

1724 Sunnyhills Court Project IS/MND
Aerial Photograph of Existing Site Conditions and Photo Locations



Photo 1: Existing leasing/community building



Photo 2: Existing residential buildings along the northern boundary of the project site

LSA

FIGURE 2-4

1724 Sunnyhills Court Project IS/MND
Photos of Existing S



Photo 3: Northern portion of the project site, as seen from the leasing/community building



Photo 4: Southern portion of the project site and adjacent buildings

LSA

FIGURE 2-5

1724 Sunnyhills Court Project IS/MND
Photos of Existing S

440

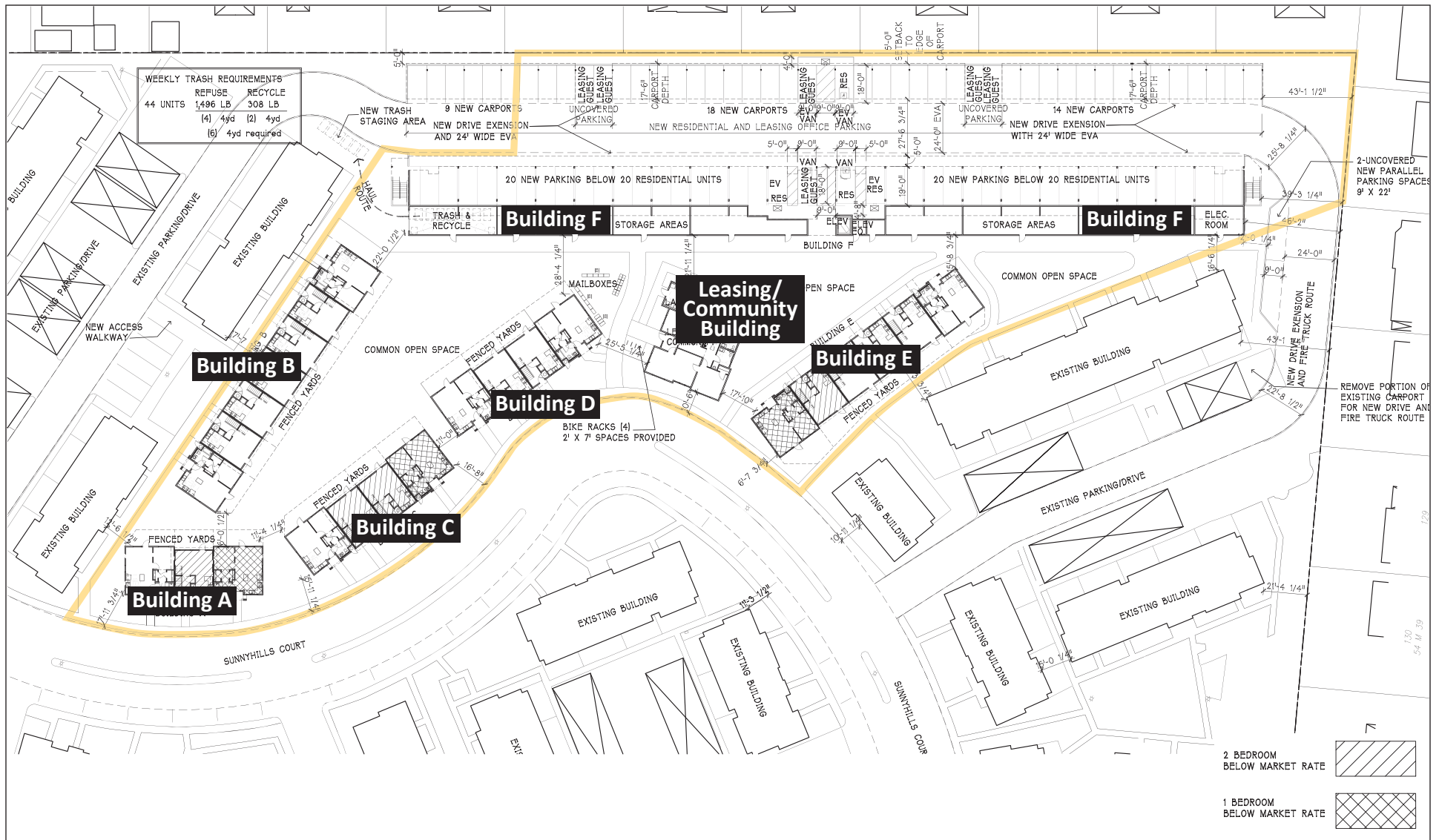
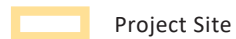


FIGURE 2-6

LSA



NOT TO SCALE



Project Site

1724 Sunnyhills Court Project IS/MND
 Conceptual Site

SOURCE: LPMD ARCHITECTS, MARCH 2020.

P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure 2-6.ai (6/4/2020).

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2.2.1 Building Program

As noted above, the proposed project would result in the demolition of the existing leasing and community building and the construction of 44 new multi-family residential units. The proposed project would include seven new buildings, five of which (Buildings A through E) would be two stories and a maximum of 26 feet in height and contain three to seven residential units each. The largest building (Building F) would be three stories and a maximum of 35 feet in height and would contain 20 residential units. Building F would include 20 new carports on the ground level above one- and two-story apartments. Table 2.A provides a summary of the number of units, maximum height, and size of each of the buildings included in the proposed project.

Table 2.A: Proposed Building Summary

Building Name	Size (square feet)	Total Units	1-Bedroom Units	2-Bedroom Units
Building A	2,089	3	2	1
Building B	5,801	7	2	5
Building C	3,017	4	2	2
Building D	3,017	4	2	2
Building E	4,873	6	2	4
Building F	30,386	20	4	16
Community/Leasing	1,791	N/A	N/A	N/A
Total	50,974	44	14	30

Source: LPMD Architects (2020), compiled by LSA.

As shown in Table 2.A, each building would include both 1- and 2-bedroom apartment units. The proposed 1-bedroom apartment units would consist of one level, while the 2-bedroom units would be two levels. Of the proposed 44 units, a total of 7 (15 percent) are proposed to be affordable at the Extremely Low Income level (approximately 30 percent of the area median income).

The proposed project would also include a new leasing and community building, which would be approximately 1,791 square feet in size and would include office space as well as laundry for use by current and new residents of the project site.

In total, the proposed project would increase the amount of gross building area on the project site from 114,515 square feet to 137,212 square feet. Conceptual elevations for Buildings B and F, which would be the two largest buildings included in the proposed project, are shown in Figures 2-5 and 2-6. A conceptual rendering of the typical design of the proposed buildings is shown in Figure 2-7.

2.2.2 Open Space and Landscaping

A total of approximately 64,439 square feet of common open space, approximately 376 square feet per unit, is currently provided throughout nine different common areas within the existing apartment complex. With development of the proposed project, the total amount of common open space would be reduced to approximately 53,049 square feet, or approximately 246 square feet per unit, among 11 different common open space areas. Three of these open space areas (a total of 12,679 square feet) would be located within the project site.

A total of approximately 32,797 square feet of private open space, or an approximate average of 191 square feet per unit, is currently provided adjacent to each existing building on the project site. With development of the proposed project, the total amount of private open space would increase to approximately 40,527 square feet, but be reduced to an average of approximately 188 square feet per unit, within open spaces adjacent to the proposed buildings.

In total, the proposed project would result in a slight decrease in overall common and private open space within the apartment complex from approximately 97,236 square feet to approximately 93,576 square feet.

In addition, the proposed project would include a total of 3,440 square feet of bio-retention space in 10 different areas adjacent to the proposed buildings. All of the 31 trees within the project site would be removed during construction of the proposed project, and a total of approximately 86 new trees would be planted.

2.2.3 Access, Circulation and Parking

As previously noted, direct access to the project site is provided by Sunnyhills Court, which is accessible from Dixon Road to the north and North Milpitas Boulevard to the west. Access to the existing apartment complex and the project site would remain the same with implementation of the proposed project. However, Sunnyhills Court would be modified to accommodate the proposed buildings. Specifically, the bulb-out and parking area that currently exists near the existing community building would be removed. Additionally, the existing alleyway located north of proposed Building B (as shown on Figure 2-4) would be modified to allow for vehicular access to the drive aisle adjacent to Building F, which would provide access to 81 covered carports and 6 uncovered parking spaces, for a total of 87 new parking spaces. As noted above, 40 of these carports would be located below Building F. Additionally, the existing driveway west of the proposed Building E would be extended to connect to the drive aisle adjacent to Building F. A total of four new bicycle parking spaces would also be installed adjacent to the proposed leasing/community building.

2.2.4 Utilities and Infrastructure

The project site is located in an urban area that is currently served by existing utilities, including water, sanitary sewer, storm drainage, electricity, gas, and telecommunications infrastructure. Existing and proposed utility connections are discussed below.

2.2.4.1 Water

Water service to the project site is provided by the City of Milpitas. The proposed project would include the installation of new water lines on the site that would connect to the existing 8-inch water main located within Sunnyhills Court.

2.2.4.2 Wastewater

The San José/Santa Clara Water Pollution Control Plant (WPCP) provides wastewater treatment for Milpitas. The City maintains existing sanitary sewer lines within the vicinity of the site, including an 8-inch line that generally runs along the southern border of the project site and 4-inch lines that

generally run throughout the project site. New 4-inch lines would be installed within the drive aisle adjacent to Building F and within Sunnyhills Court.

2.2.4.3 Stormwater

The existing buildings, paving, concrete and other impervious surfaces account for approximately 9.4 acres (74 percent) of the 12.66-acre apartment complex. The remaining 3.2 acres are covered by pervious surfaces consisting of landscaping. Stormwater infrastructure on the project site currently consists of storm drains and associated catch basins located within Sunnyhills Court and along the western, southern, and eastern boundaries. Storm drains on the project site vary in size, consisting of 8-inch drains located within Sunnyhills Court, increasing in size until they reach the 42-inch storm drain located along the southern boundary of the project site.

Upon construction of the proposed project, approximately 9.9 acres (78 percent) of the project site would be covered by impervious surfaces and approximately 2.76 acres (22 percent) would be covered by pervious surfaces, consisting of landscaped areas with lawns, shrubs, trees, and bioretention areas, as mentioned above. Stormwater drains, ranging from 6- to 8-inches, and catch basins would be installed throughout the site, connecting to the existing storm drains mentioned above.

2.2.4.4 Electricity, Natural Gas, and Telecommunications

Each of the buildings included in the proposed project would include connections to the existing electricity and telecommunications lines that currently run through the project site. Additionally, the new leasing and community building would include a natural gas connection.

2.2.5 Demolition and Construction

As noted above, the proposed project would result in the demolition of the existing leasing/community building and adjacent surface pavements on the project site. The maximum depth of excavation for building pads would be approximately 2.5 to 3 feet from the existing grade and the maximum depth of utility trenching would be approximately 11 feet. It is anticipated that a total of 7,000 cubic yards of soil would be excavated and 400 cubic yards would be used for fill, and therefore approximately 6,600 cubic yards of cut would be exported from the site in a total of 493 truck trips. Construction of the proposed project is anticipated to begin in early 2021 and would occur over an approximately 12-month period.

2.3 PROJECT APPROVALS

As noted above, the existing project site is subject to the conditions of a PUD. Therefore, the proposed project would require a PUD Amendment. In addition, Section XI-10-57.03 of the City's Municipal Code identifies the purpose and need for Site Development Permits. As noted in Section XI-10-57.03(A)(1), the Site Development Permit process provides for discretionary review of proposed physical improvements to a site that require special consideration due to the proposed scale, proximity to environmentally sensitive resource areas, or unique design features. Per Section XI-10-57.03(C)(1) of the City's Municipal Code, development of the proposed project would require a Site Development Permit because it involves the construction of a new building.

The proposed removal of 31 protected trees requires a Tree Removal Permit pursuant to Section X-2-4.02 of the City of Municipal Code. Section X-2-7.01 of the City's Municipal Code defines "protected trees" as (a) [a]ll trees which have a 56-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on developed residential property; (b) [a]ll trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on developed commercial or industrial property; (c) [a]ll trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground, when removal relates to any transaction for which zoning approval or subdivision approval is required; (d) [a]ny tree existing at the time of a zoning or subdivision approval and was a specific subject of such approval or otherwise covered by subsection (b) above; (e) [a]ll trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on a vacant, undeveloped or underdeveloped property; and (f) [a]ll heritage trees or groves of trees.

While the City is the CEQA Lead Agency for the proposed project, other public agencies and private entities also have discretionary authority related to the project and approvals, or serve as a responsible and/or trustee agency in connection to the proposed project. A list of these agencies and potential permits and approvals that may be required is provided in Table 2.B.

Table 2.B: Potential Permits and Approvals

Lead Agency	Permits/Approvals
City of Milpitas	• Adoption of the IS/MND for the 1724 Sunnyhills Court Project • Planned Unit Development Amendment • Site Development Permit • Tree Removal Permit
Other Agencies	
City of Milpitas Fire Department	• Review/Approve fire truck access and site fire flow design
Santa Clara Valley Water District	• Connection to water system • Connection to wastewater system
Pacific Gas & Electric (PG&E)	• Reconnection of electricity/natural gas service

Source: LSA (2020).



FIGURE 2-7

LSA

NOT TO SCALE

SOURCE: LPMD ARCHITECTS, OCTOBER 2019.

P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure 2-7.ai (6/4/2020).

1724 Sunnyhills Court Project IS/MND
Conceptual Building Elevations - Building



LSA

FIGURE 2-8

NOT TO SCALE

SOURCE: LPMD ARCHITECTS, OCTOBER 2019.

P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure 2-8.ai (6/4/2020).

1724 Sunnyhills Court Project IS/MND
Conceptual Building Elevations - Buildi



COLOR SCHEME & 3D MODEL OF TYPICAL PROPOSED BUILDING

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3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist in Chapter 3.0.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities/Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

3.1 DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “Potentially Significant Impact” or “Potentially Significant Unless Mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.


Signature

September 17, 2020

Date

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4.0 CEQA ENVIRONMENTAL CHECKLIST

4.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☒	☐	☐

a. *Would the project have a substantial effect on a scenic vista? (Less-Than-Significant Impact)*

Scenic vistas are generally defined as publicly-accessible viewpoints that provide expansive or panoramic views of scenic resources. Scenic vistas in Milpitas are generally available from the hills to the east, including Ed Levin Park and adjacent areas. These areas are generally accessed by East Calaveras Boulevard, which is designated as a scenic connector from the City limits to the west to Evans Road, at which point it is designated as a scenic corridor until it terminates in Ed Levin Park. Public views of scenic resources, including the southern part of San Francisco Bay and associated baylands, and urbanized areas, including all of Milpitas, Mountain View, and northern San José, are primarily available from this area. There is also a scenic area on the eastern border of Milpitas along the Coyote Creek corridor.

Views of the hills to the east are generally available throughout the City, including from the private vantage points from within the project site. However these views are narrow and largely obscured by existing development and mature trees on and adjacent to the project site. As noted in Section 2.0, Project Description, the proposed buildings would range from one- to three-stories and would be a maximum of 35 feet in height. Existing residential uses adjacent to the project site, including within the Sunnyhills Apartments complex and along Arizona Avenue and Coelho Street are generally one- to two-stories in height. As noted above, views of the hills are generally available to the east, and therefore the proposed project would not obscure any views along Arizona Avenue or Coelho Street. Proposed Building F would be one-story taller than the majority of the surrounding buildings, however because of the surrounding development (both existing and proposed), views of the hills would only be obscured from a small portion of Sunnyhills Court.

Therefore, development of the proposed project would not substantially obscure any views of scenic vistas from surrounding public vantage points, such as trails or designated viewing areas, as none are located within the vicinity of the project site. Therefore, the proposed project would not result in a substantial adverse effect on a scenic vista, and this impact would be less than significant.

b. Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (No Impact)

The proposed project is not located within the vicinity of any State scenic highways. Interstate 680 (I-680), from Mission Boulevard in the City of Fremont to the Contra Costa County line, is listed as an Eligible State Scenic Highway but is not an officially designated State scenic highway and is located approximately 7 miles north of the project site in the City of Fremont.³ Given this distance, the proposed project would not be visible from this scenic roadway. Interstate 880 (I-880) and I-680 both run north-south through Milpitas, and are designated Scenic Connectors in the City's General Plan, indicating that they provide access to Scenic Corridors or distant views but do not necessarily traverse an area of scenic value. Lands abutting Scenic Connectors are not subject to Scenic Corridor land use guidelines. As such, the proposed project would have no impact on scenic resources located within view of a State scenic highway.

c. In non-urbanized areas, would the project 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? (Less-Than-Significant Impact)

The project site is located within an urbanized area. As noted in Section 2.0, Project Description, the project site is located within the R3 zoning district. Multi-family residential units are a permitted use within the R3 district, which has a maximum density of 12 to 20 units per gross acre and a maximum height for principal buildings of 35 feet and 25 feet for accessory buildings. The proposed project would have a density of 17 dwelling units per gross acre, and a maximum building height of approximately 35 feet.

As also noted in Section 2.0, Project Description, a Site Development Permit would also be required for the proposed project, which would provide for the review of the physical improvements to the project site, including the overall building scale, massing, and design to ensure compatibility and compliance with City requirements governing scenic quality.

Therefore, because the proposed project would be consistent with the development standards set forth by the City's Zoning Ordinance and a Site Development Permit and site-specific review of the proposed building would be required as part of this process, the proposed project would not conflict

³ California, State of, 2011. Department of Transportation. Scenic Highways. Website: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways> (accessed April 2020).

with applicable zoning or other regulations governing scenic quality, and this impact would be less than significant.

d. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Less Than Significant with Mitigation Incorporated)

The project site is located in an urban area with a variety of existing light sources including street lights, interior and exterior building lighting, and light associated with traffic on nearby roadways, Dixon Road and North Milpitas Boulevard. Development of the proposed project would incrementally increase the amount of nighttime lighting in the surrounding area due to new interior and exterior lighting at townhome buildings and lighting associated with additional vehicular traffic to and from the project site. The City's Zoning Ordinance includes the following policies related to outdoor lighting that would be applicable to the proposed project:

- **Section XI-10-54.17 – Lighting Exterior.** Lighting shall be shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel, and shall be directed downward and away from adjoining properties and public rights-of-way. Fixtures shall be appropriate in terms of height, style, design, scale and wattage to the use of the property. Fixtures shall be spaced appropriately to maximize pedestrian safety.

To ensure that the proposed project complies with City requirements and that the proposed project's final design avoids all excess light and glare, implementation of Mitigation Measure AES-1, below, would be required to ensure that potentially significant light and glare impacts are reduced to less-than-significant levels.

Mitigation Measure AES-1: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The project design and building materials shall incorporate non-mirrored glass to minimize daylight glare. All lighting elements shall comply with Sections XI-10-45.15-3 of the City's Zoning Ordinance and the proposed lighting plan shall be reviewed and approved by the City's Planning Division prior to issuance of a building permit.

4.2 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.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☐	☒

a. *Would the project 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? (No Impact)*

The project site is currently developed with the existing community center and leasing office for the Sunnyhills Apartments complex. The project site is classified as "Urban and Built-Up Land" by the State Department of Conservation.⁴ Therefore, the proposed project would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to another use, and no impact would occur.

⁴ California Department of Conservation, 2016. Division of Land Use Resource Protection. California Important Farmland Finder. Website: <https://maps.conservation.ca.gov/dlrp/ciff/> (accessed April 2020).

b. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract? (No Impact)

The project site is designated as MFH on the City's General Plan Land Use Map⁵ and is within the R3 zoning district.⁶ The project site is not located within a locally-designated agricultural preserve, and is therefore not eligible for a Williamson Act contract.⁷ Therefore, development of the proposed project would not conflict with existing zoning for agricultural use or a Williamson Act contract and no impact would occur.

c. Would the project 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))? (No Impact)

The project site is currently developed with the existing community center and leasing office for the Sunnyhills Apartments complex and is surrounded by residential and commercial uses. The proposed project would not conflict with existing zoning for, or cause rezoning of, forest land or timberland, nor would it result in the loss of forest land or conversion of forest land to non-forest uses. As such, no impact to forest land or timberland would occur.

d. Would the project result in the loss of forest land or conversion of forestland to non-forest use? (No Impact)

Please refer to Section 4.2.c. The proposed project would not result in the loss of forest land or conversion of forest land to non-forest uses.

e. Would the project 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? (No Impact)

Please refer to Sections 4.2.a. and 4.2.c. The project site is located in an existing urban environment and would not involve other changes in the existing environment which, due to their location or nature, could result in the conversion of farmland to non-agricultural use or conversion of forest land to non-forest use. Therefore, no impact would occur.

⁵ Milpitas, City of, 2012, op. cit.

⁶ Milpitas, City of, 2015. Zoning Map. January.

⁷ California Department of Conservation, 2016. Division of Land Resource Protection, Williamson Act Contracts. Website: <https://www.conservation.ca.gov/dlrp/wa/Pages/contracts.aspx> (accessed April 2020).

4.3 AIR QUALITY

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

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

The project site is within the jurisdiction of the Bay Area Air Quality Management District (BAAQMD), which regulates air quality in the San Francisco Bay Area. Air quality conditions in the San Francisco Bay Area have improved significantly since the BAAQMD was created in 1955. Ambient concentrations of air pollutants and the number of days during which the region exceeds air quality standards have fallen substantially. In Milpitas, and the rest of the air basin, exceedances of air quality standards occur primarily during meteorological conditions conducive to high pollution levels, such as cold, windless winter nights or hot, sunny summer afternoons.

Within the BAAQMD, ambient air quality standards for ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), particulate matter (PM₁₀, PM_{2.5}), and lead (Pb) have been set by both the State of California and the federal government. The State has also set standards for sulfate and visibility. The BAAQMD is under State non-attainment status for ozone and particulate matter standards. The BAAQMD is classified as non-attainment for the federal ozone 8-hour standard and non-attainment for the federal PM_{2.5} 24-hour standard.

*a. Would the project conflict with or obstruct implementation of the applicable air quality plan?
(Less Than Significant with Mitigation Incorporated)*

The applicable air quality plan is the BAAQMD 2017 Clean Air Plan (Clean Air Plan),⁸ which was adopted on April 19, 2017. The Clean Air Plan is a comprehensive plan to improve Bay Area air quality and protect public health. The 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 health risk, with an emphasis on protecting the communities most heavily affected by air pollution; and reduce greenhouse gas emissions to protect the climate.

⁸ Bay Area Air Quality Management District, 2017. Clean Air Plan. April 19.

Consistency with the Clean Air Plan can be determined if the project: 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. As further detailed below, with implementation of Mitigation Measure AIR-1, the proposed project would not conflict with or obstruct implementation of the Clean Air Plan and this impact would be less than significant.

Clean Air Plan Goals. The primary goals of the Bay Area Clean Air Plan are to: attain air quality standards; reduce population exposure and protect public health in the Bay Area; and reduce greenhouse gas emissions and protect the climate.

The BAAQMD has established significance thresholds for project construction and operational impacts at a level at which the cumulative impact of exceeding these thresholds would have an adverse impact on the region's attainment of air quality standards. The health and hazards thresholds were established to help protect public health. As discussed in Section 4.3.b, implementation of the proposed project would result in less-than-significant operation-period emissions and, with implementation of Mitigation Measure AIR-1, the project would result in less-than-significant construction-period emissions. Therefore, the project would not conflict with the Clean Air Plan goals.

Clean Air Plan Control Measures. The control strategies of the Clean Air Plan include measures in the following categories: Stationary Source Measures, Transportation Measures, Energy Measures, Building Measures, Agriculture Measures, Natural and Working Lands Measures, Waste Management Measures, Water Measures, and Super-Greenhouse Gas (GHG) Pollutants Measures. The project's relationship to each of these measures is discussed below.

Stationary Source Control Measures. The stationary source measures, which are designed to reduce emissions from stationary sources such as metal melting facilities, cement kilns, refineries, and glass furnaces, are incorporated into rules adopted by the BAAQMD and then enforced by the BAAQMD's Permit and Inspection programs. Since the project would not include any stationary sources, the Stationary Source Measures of the Clean Air Plan are not applicable to the project.

Transportation Control Measures. The BAAQMD identifies Transportation Measures as part of the Clean Air Plan to decrease emissions of criteria pollutants, TACs, and GHGs by reducing demand for motor vehicle travel, promoting efficient vehicles and transit service, decarbonizing transportation fuels, and electrifying motor vehicles and equipment. The proposed project would develop new residences that would locate residents near existing residential and commercial uses, reducing the demand for travel by single occupancy vehicles. The proposed project would also provide pedestrian and bicyclist amenities, including sidewalks, bicycle parking, shading, and landscaping which would also help to reduce the demand for travel by single occupancy vehicles. Therefore, the project would promote the BAAQMD's initiatives to reduce vehicle trips and vehicle miles traveled and would increase the use of alternate means of transportation.

Energy Control Measures. The Clean Air Plan also includes Energy Measures, which are designed to reduce emissions of criteria air pollutants, TACs, and GHGs by decreasing the amount of electricity consumed in the Bay Area, as well as decreasing the carbon intensity of the electricity used by

switching to less GHG-intensive fuel sources for electricity generation. Since these measures apply to electrical utility providers and local government agencies (and not individual projects), the energy control measures of the Clean Air Plan are not applicable to the project.

Building Control Measures. The BAAQMD has authority to regulate emissions from certain sources in buildings such as boilers and water heaters, but has limited authority to regulate buildings themselves. Therefore, the strategies in the control measures for this sector focus on working with local governments that do have authority over local building codes, to facilitate adoption of best GHG control practices and policies. The proposed project would be required to comply with the 2019 California Green Building Standards Code (CALGreen) standards. Therefore, the Building Control Measures of the Clean Air Plan are not applicable to the project.

Agriculture Control Measures. The Agriculture Control Measures are designed to primarily reduce emissions of methane. Since the project does not include any agricultural activities, the Agriculture Control Measures of the Clean Air Plan are not applicable to the project.

Natural and Working Lands Control Measures. The Natural and Working Lands Control Measures focus on increasing carbon sequestration on rangelands and wetlands, as well as encouraging local governments to ordinances that promote urban-tree plantings. Since the project does not include the disturbance of any rangelands or wetlands, the Natural and Working Lands Control Measures of the Clean Air Plan are not applicable to the project.

Waste Management Control Measures. The Waste Management Measures focus on reducing or capturing methane emissions from landfills and composting facilities, diverting organic materials away from landfills, and increasing waste diversion rates through efforts to reduce, reuse, and recycle. The project would comply with local requirements for waste management (e.g., recycling and composting services). Therefore, the project would be consistent with the Waste Management Control Measures of the Clean Air Plan.

Water Control Measures. The Water Control Measures focus on reducing emissions of criteria pollutants, TACs, and GHGs by encouraging water conservation, limiting GHG emissions from publicly owned treatment works (POTWs), and promoting the use of biogas recovery systems. Since these measures apply to POTWs and local government agencies (and not individual projects), the Water Control Measures are not applicable to the project.

Super GHG Control Measures. The Super-GHG Control Measures are designed to facilitate the adoption of best GHG control practices and policies through the BAAQMD and local government agencies. Since these measures do not apply to individual projects, the Super-GHG Control Measures are not applicable to the project.

Clean Air Plan Implementation. As discussed above, with implementation of Mitigation Measure AIR-1, the proposed project would not conflict with the goals of the Clean Air Plan and would generally implement the applicable measures outlined in the Clean Air Plan, including Transportation Control Measures. Therefore, the project would not disrupt or hinder implementation of a control measure from the Clean Air Plan and this impact would be less than significant.

b. Would the project 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? (Less Than Significant with Mitigation Incorporated)

The BAAQMD is currently designated as a nonattainment area for State and national ozone standards and national particulate matter ambient air quality standards. The BAAQMD's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. The following analysis assesses the potential project-level construction- and operation-related air quality impacts and CO impacts.

Construction Emissions. During construction, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by demolition, grading, hauling, and other activities. Emissions from construction equipment are also anticipated and would include CO, NO_x, ROG, directly-emitted particulate matter (PM_{2.5} and PM₁₀), and toxic air contaminants (TACs) such as diesel exhaust particulate matter.

Site preparation and project construction would involve demolition, grading, paving, and other activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase due to the disturbance of soils. If not properly controlled, these activities would temporarily generate particulate emissions. Sources of fugitive dust would include disturbed soils at the construction site. Unless properly controlled, vehicles leaving the site would deposit dirt and mud on local streets, which could be an additional source of airborne dust after it dries. PM₁₀ emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. PM₁₀ emissions would depend on soil moisture, silt content of soil, wind speed, and the amount of operating equipment. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site.

Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. The BAAQMD has established standard measures for reducing fugitive dust emissions (PM₁₀). With the implementation of these Basic Construction Mitigation Measures, fugitive dust emissions from construction activities would not result in adverse air quality impacts.

In addition to dust-related PM₁₀ emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, SO₂, NO_x, ROG and some soot particulate (PM_{2.5}

and PM₁₀) in exhaust emissions. If construction activities were to increase traffic congestion in the area, CO and other emissions from traffic would increase slightly while those vehicles are delayed. These emissions would be temporary and limited to the immediate area surrounding the construction site.

Construction emissions were estimated for the project using the California Emissions Estimator Model (CalEEMod) version 2016.3.2, consistent with BAAQMD recommendations. The proposed project would result in the demolition of the existing leasing/community building and adjacent surface pavements on the project site and would include a total of 493 truck trips to export approximately 6,600 cubic yards of soil, which were added to the CalEEMod analysis. Construction of the proposed project is anticipated to begin in early 2021 and would occur over an approximately 12-month period. Construction-related emissions are presented in Table 4.A. CalEEMod output sheets are included in Appendix A.

Table 4.A: 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	2.9	17.3	0.6	0.4	0.6	0.2
BAAQMD Thresholds	54.0	54.0	54.0	BMP	82.0	BMP
Exceed Threshold?	No	No	No	No	No	No

BMP = best management practices

Source: LSA (May 2020).

As shown in Table 4.A, construction emissions associated with the project would be less than significant for ROG, NO_x, PM_{2.5}, and PM₁₀ exhaust emissions. The BAAQMD requires the implementation of the BAAQMD's Basic Construction Mitigation Measures (best management practices) to reduce construction fugitive dust impacts to a less-than-significant level as follows:

Mitigation Measure AIR-1: In order to meet the BAAQMD fugitive dust threshold, the following BAAQMD Basic Construction Mitigation Measures shall be implemented:

- 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.

Operational Emissions. Long-term air pollutant emission impacts are those associated with mobile sources (e.g., vehicle trips), energy sources (e.g., electricity and natural gas), and area sources (e.g., architectural coatings and the use of landscape maintenance equipment) related to the proposed project.

PM₁₀ emissions result from running exhaust, tire and brake wear, and the entrainment of dust into the atmosphere from vehicles traveling on paved roadways. Entrainment of PM₁₀ occurs when vehicle tires pulverize small rocks and pavement and the vehicle wakes generate airborne dust. The contribution of tire and brake wear is small compared to the other PM emission processes. Gasoline-powered engines have small rates of particulate matter emissions compared with diesel-powered vehicles.

Energy source emissions result from activities in buildings for which electricity and natural gas are used. The quantity of emissions is the product of usage intensity (i.e., the amount of electricity or natural gas) and the emission factor of the fuel source. Major sources of energy demand include building mechanical systems, such as heating and air conditioning, lighting, and plug-in electronics, such as refrigerators or computers. Greater building or appliance efficiency reduces the amount of energy for a given activity and thus lowers the resultant emissions. The emission factor is determined by the fuel source, with cleaner energy sources, like renewable energy, producing fewer emissions than conventional sources. The proposed project would comply with the 2019 CALGreen Code, which was accounted for in the analysis.

Typically, area source emissions consist of direct sources of air emissions located at the project site, including architectural coatings and the use of landscape maintenance equipment. Area source emissions associated with the project would include emissions from the use of landscaping equipment and the use of consumer products.

Emission estimates for operation of the project were calculated using CalEEMod. Model results are shown in Table 4.B. Trip generation rates for the project were based on the project's trip generation estimate, as identified in the Traffic Operations Analysis (Traffic Study).⁹ Based on the Traffic Study, the proposed project would generate approximately 322 average daily trips.

The primary emissions associated with the project are regional in nature, meaning that air pollutants are rapidly dispersed on release or, in the case of vehicle emissions associated with the project; emissions are released in other areas of the Air Basin. The daily and annual emissions associated with project operational trip generation, energy, and area sources are identified in Table 4.B for ROG, NO_x, PM₁₀, and PM_{2.5}. The results shown in Table 4.B indicate the project would not exceed the significance criteria for daily ROG, NO₂, PM₁₀ or PM_{2.5} emissions; therefore, the proposed project would not have a significant effect on regional air quality and mitigation would not be required. This impact would be less than significant.

Table 4.B: Project Operational Emissions

	ROG	NO _x	PM ₁₀	PM _{2.5}
Pounds Per Day				
Area Source Emissions	1.4	0.3	<0.1	<0.1
Energy Source Emissions	<0.1	0.2	<0.1	<0.1
Mobile Source Emissions	0.5	2.2	1.6	0.4
Total Emissions	2.0	2.7	1.7	0.5
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	0.4	0.3	0.1
Total Emissions	0.3	0.4	0.3	0.1
BAAQMD Thresholds	10.0	10.0	15.0	10.0
Exceed Threshold?	No	No	No	No

Source: LSA (May 2020).

Localized CO Impacts. Emissions and ambient concentrations of CO have decreased dramatically in the Bay Area with the introduction of the catalytic converter in 1975. No exceedances of the State or federal CO standards have been recorded at Bay Area monitoring stations since 1991. The BAAQMD's 2017 CEQA Guidelines include recommended methodologies for quantifying concentrations of localized CO levels for proposed transportation projects. A screening level analysis using guidance from the BAAQMD CEQA Guidelines was performed to determine the impacts of the

⁹ Hexagon Transportation Consultants, Inc., 2020. *Traffic Operations Analysis Report for the 1724 Sunnyhills Court Townhouse Project*. May 28.

project. The screening methodology provides a conservative indication of whether the implementation of a proposed project would result in significant CO emissions. According to the BAAQMD's CEQA Guidelines, a proposed project would result in a less-than-significant impact to localized CO concentrations if the following screening criteria are met:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, and the regional transportation plan and local congestion management agency plans.
- Project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour.
- The project would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, or below-grade roadway).

Implementation of the proposed project would not conflict with the Santa Clara Valley Transportation Authority's Countywide Valley Transportation Plan (VTP). The VTP is a countywide long-range transportation plan for Santa Clara County. According to the Traffic Study,¹⁰ the proposed project would generate approximately 20 AM peak hour trips and 25 PM peak hour trips; therefore, the project's contribution to peak hour traffic volumes at intersections in the vicinity of the project site would be well below 44,000 vehicles per hour. Therefore, the proposed project would not result in localized CO concentrations that exceed State or federal standards and this impact would be less than significant.

c. Would the project expose sensitive receptors to substantial pollutant concentrations? (Less Than Significant with Mitigation Incorporated)

Sensitive receptors are defined as residential uses, schools, daycare centers, nursing homes, and medical centers. Individuals particularly vulnerable to diesel particulate matter are children, whose lung tissue is still developing, and the elderly, who may have serious health problems that can be aggravated by exposure to diesel particulate matter. Exposure from diesel exhaust associated with construction activity contributes to both cancer and chronic non-cancer health risks.

According to the BAAQMD, a project would result in a significant impact if it would: individually expose sensitive receptors to TACs resulting in an increased cancer risk greater than 10.0 in one million, increased non-cancer risk of greater than 1.0 on the hazard index (chronic or acute), or an annual average ambient PM_{2.5} increase greater than 0.3 micrograms per cubic meter (µg/m³). A significant cumulative impact would occur if the project in combination with other projects located within a 1,000-foot radius of the project site would expose sensitive receptors to TACs resulting in an increased cancer risk greater than 100.0 in one million, an increased non-cancer risk of greater than 10.0 on the hazard index (chronic), or an ambient PM_{2.5} increase greater than 0.8 µg/m³ on an annual average basis. Impacts from substantial pollutant concentrations are discussed below.

¹⁰ Ibid.

The proposed project site is located in an urban area in close proximity to existing residential uses that could be exposed to diesel emission exhaust during the construction period. Existing residential uses are located within the immediate vicinity of the project site and within the existing apartment complex. To estimate the potential cancer risk from project construction equipment exhaust (including diesel particulate matter), a dispersion model was used to translate an emission rate from the source location to a concentration at the receptor location (i.e., a nearby residential land use). Dispersion modeling varies from a simpler, more conservative screening-level analysis to a more complex and refined detailed analysis. This refined assessment was conducted using CARB's exposure methodology, with the air dispersion modeling performed using the USEPA dispersion model AERMOD. The model provides a detailed estimate of exhaust concentrations based on site and source geometry, source emissions strength, distance from the source to the receptor, and site-specific meteorological data. Table 4.C, below, identifies the results of the analysis utilizing the CalEEMod assuming the use of Tier 2 construction equipment. Model snap shots of the sources are provided in Appendix B.

Table 4.C: Unmitigated Inhalation Health Risks from Project Construction to Off-Site Receptors

	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index	Annual PM_{2.5} Concentration (µg/m³)
Maximally Exposed Individual	33.10	0.04	0.21
Threshold	10.0	1.0	0.30

Source: LSA (May 2020).

PM_{2.5} = particulate matter less than 2.5 microns in size

µg/m³ = micrograms per cubic meter

As shown in Table 4.C, the risk associated with project construction at the maximally exposed individual (MEI) would be 33.10 in one million, which would exceed the BAAQMD cancer risk of 10 in one million. The total chronic hazard index would be 0.01, which would not exceed the threshold of 1.0. The results of the analysis indicate that the total PM_{2.5} concentration would be 0.03 µg/m³, which would not exceed the BAAQMD significance threshold of 0.30 µg/m³. As indicated above, the cancer risk of 33.10 in one million would exceed the BAAQMD's thresholds. Therefore, implementation of Mitigation Measure AIR-2 would be required to reduce substantial pollutant concentrations during project construction to a less-than-significant level.

Mitigation Measure AIR-2

During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project construction at a minimum meets the California Air Resources Board (CARB) Tier 2 emissions standards with Level 3 or higher diesel particulate control devices, or equivalent.

Table 4.D: Mitigated Inhalation Health Risks from Project Construction to Off-Site Receptors

	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index	Annual PM _{2.5} Concentration (µg/m ³)
Maximally Exposed Individual	5.15	0.01	0.03
Threshold	10.00	1.00	0.30

Source: LSA (May 2020).

PM_{2.5} = particulate matter less than 2.5 microns in size

µg/m³ = micrograms per cubic meter

As shown in Table 4.D, the mitigated cancer risk at the MEI would be 5.15 in one million, which would not exceed the BAAQMD cancer risk of 10 in one million. Therefore, with implementation of Mitigation Measure AIR-2, construction of the proposed project would not exceed BAAQMD thresholds and would not expose nearby sensitive receptors to substantial pollutant concentrations.

Once the project is constructed, the project would not be a source of substantial emissions. Therefore, sensitive receptors are not expected to be exposed to substantial pollutant concentrations during project construction or operation, and potential impacts would be considered less than significant with mitigation incorporated.

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? (Less-Than-Significant Impact)

During project construction, some odors may be present due to diesel exhaust. However, these odors would be temporary and limited to the construction period. The proposed 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, objectionable odors associated with the proposed project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. Therefore, this impact would be less than significant.

4.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. 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?	☐	☐	☐	☒
b. 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?	☐	☐	☐	☒
c. 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?	☐	☐	☐	☒
d. 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?	☐	☒	☐	☐
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

a. *Would the project 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? (No Impact)*

There are no special-status species that are known to occur on the project site.¹¹ Due to the developed nature of the project site and the presence of associated hardscape, it is unlikely that the project site would support any special-status species. Therefore, no impact to special-status species would occur as a result of the proposed project.

¹¹ Milpitas, City of, 2018. *Milpitas General Plan Update Existing Conditions Report*. June.

- b. Would the project 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? (No Impact)*

The project site is located in an urban area and does not support any riparian or other sensitive natural communities.¹² Therefore, no impact related to riparian habitat or other sensitive natural communities would occur with the proposed project.

- c. Would the project 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? (No Impact)*

The project site is within a developed area and is not located in an area that supports wetlands, drainages, or water bodies as defined by Section 404 of the Clean Water Act.¹³ The proposed project would not result in the direct removal, filling, or hydrological interruption of such wetlands. Therefore, no impact to federally protected wetlands would occur with the proposed project.

- d. Would the project 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? (Less Than Significant with Mitigation Incorporated)*

The project site is a developed, landscaped area that supports wildlife species typically associated with urban and suburban areas. Because the project site is located within a developed area, and is surrounded by residential and commercial uses, there are no major wildlife movement corridors that pass through or are adjacent to the project site. Existing trees are located throughout and around the project site. Trees and other landscape vegetation generally have the potential to support nests of common native bird species. All native birds, regardless of their regulatory status, are protected under the federal Migratory Bird Treaty Act and California Fish and Wildlife Code. The proposed project would result in the removal of 31 trees. If conducted during the breeding season (February through August), vegetation removal and construction activities could directly impact nesting birds by removing trees or vegetation that support active nests. Implementation of the following mitigation measure would reduce potential impacts to nesting birds to a less-than-significant level.

¹² U.S. Fish and Wildlife Service, 2020. National Wetlands Inventory (Map). Website: <https://www.fws.gov/wetlands/data/mapper.HTML> (accessed May 2020).

¹³ Ibid.

Mitigation Measure BIO-1: If feasible, all vegetation removal shall be conducted during the non-breeding season (i.e., September 1 to January 31) to avoid direct impacts to nesting birds. If such work is scheduled during the breeding season, a qualified biologist or ornithologist shall conduct a pre-construction survey to determine if any birds are nesting within the project site. The pre-construction survey shall be conducted within 15 days prior to the start of work from March through May (since there is a higher potential for birds to initiate nesting during this period), and within 30 days prior to the start of work from June through July. If active nests are found during the survey, the biologist or ornithologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the buffer shall be determined by the biologist or ornithologist in consultation with the California Department of Fish and Wildlife, and would be based on the nesting species, its sensitivity to disturbance, and the expected types of disturbance.

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Less-Than-Significant Impact)

As described in Section 2.0, Project Description, per Section X-2-7.01 of the Municipal Code, the City of Milpitas requires a Tree Removal Permit for the removal of any trees with the following characteristics:

- All trees which have a 56-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on developed residential property; or
- All trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on developed commercial or industrial property; or
- All trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground, when removal relates to any transaction for which zoning approval or subdivision approval is required; or
- Any tree existing at the time of a zoning or subdivision approval and was a specific subject of such approval or otherwise covered by subsection (b) above; or
- All trees which have a 37-inch or greater circumference of any trunk measured 4.5 feet from the ground and located on a vacant, undeveloped or underdeveloped property; or
- All heritage trees or groves of trees as defined in Section X-2-2.10.

A heritage tree is defined as:

- An outstanding specimen or grove of a desirable species;

- One of the largest or oldest trees or grove of trees in Milpitas; or
- A tree or grove of trees possessing distinctive form, size, age, location and/or historical significance.

Removed protected trees must be replaced at a ratio of 2 trees for every 1 removed protected tree pursuant to Section X-2-4.05 of the City's Municipal Code. The size of the replacement trees must be commensurate with the size of the removed trees, as determined by the Planning Director.

As noted above, all 31 trees on the project site are protected and would be removed during construction. The project applicant would be required to obtain a Tree Removal Permit prior to the removal of any trees pursuant to Section X-2-7.01 of the City's Municipal Code and must replace the removed trees with at least 62 trees. The proposed project includes a request for a Tree Removal Permit for 31 protected trees within the project site and would include a total of 86 new trees. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources, and this impact would be less than significant.

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Less-Than-Significant Impact)

The project site does not fall within the Covered Area for the Santa Clara Valley Habitat Plan,¹⁴ but it does fall within the Plan's Expanded Study Area and Permit Area for Burrowing Owl Conservation. Only activities pertinent to the conservation of burrowing owls are considered to be Covered Activities within this expanded study area. As such, the proposed project is not considered to be a Covered Activity under the Santa Clara Valley Habitat Plan. No other Habitat Conservation Plan, Natural Community Conservation Plan, or other approved habitat conservation plans apply to the project site. Therefore, the proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan, and this impact would be less than significant.

¹⁴ ICF International. 2012. *Final Santa Clara Valley Habitat Plan*. Website: <https://www.scv-habitatagency.org/DocumentCenter/View/123/Chapter-1-Introduction> (accessed May 2020). August.

4.5 CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? (Less Than Significant with Mitigation Incorporated)

For a cultural resource to be considered a historical resource (i.e., eligible for listing in the California Register of Historical Resources), it generally must be 50 years or older. Under CEQA, historical resources can include precontact (i.e., Native American) archaeological deposits, historic-period archaeological deposits, historic buildings, and historic districts.

To identify historical resources on the project site, the following tasks were completed: (1) a records search was conducted at the Northwest Information Center (NWIC) of the California Historical Resources Information System;¹⁵ and (2) a Historical Resources Evaluation (HRE) was prepared to determine whether any of the existing buildings on the project site would be eligible for listing in the California Register of Historical Resources (California Register).¹⁶ The HRE is included as Appendix C.

The HRE concluded that the existing leasing/community building, which would be demolished as part of the project, is a contributing element to a potential Sunnyhills Apartments Historic District (District) that appears to be eligible for inclusion on the California Register. However, the leasing/community building itself does not appear to be individually eligible for inclusion on the California Register. The potential District comprises the entirety of the Sunnyhills Apartments complex. The leasing/community building and the District to which it contributes appears to be eligible at the local level of significance based on its associations with: (1) joint public and private low-income rental housing development allowed under Section 236 of the Civil Rights Act of 1968; (2) the mid- to late-20th century growth of Milpitas; and (3) the work of Ethan Andrews Jennings Jr., a prominent architect who designed many multi-family residential projects. For these reasons, the leasing/community building, and the District to which it contributes, qualifies as a “historical resource” for the purposes of CEQA. However, the building does not appear individually eligible for inclusion in the California Register.

¹⁵ The NWIC is an affiliate of the State of California Office of Historic Preservation and is the official State repository of cultural resources records and reports for Santa Clara County.

¹⁶ LSA Associates, Inc. 2020. *Historical Resources Evaluation, 1724 Sunnyhills Court, City of Milpitas, Santa Clara County, California*. June.

As previously described, the proposed project would include the demolition of the existing leasing/community building, and the construction of a new community center/leasing office and six new multi-family residential buildings. To evaluate whether the proposed project would result in a substantial adverse change, as defined in Section 15064.5(b) of the CEQA Guidelines, a Historic Resources Impact Assessment (HRIA) was prepared (included as Appendix D).¹⁷

CEQA Guidelines Section 15064.5(b) states that a proposed project may have a significant effect on the environment if it would create "...an effect that may cause a substantial adverse change in the significance of a historical resource." Specifically, substantial adverse changes include "...physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be materially impaired." CEQA Guidelines Section 15064.5(b)(3) states that a project that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings can be considered to have a less-than-significant impact on historical resources.

Typically, one set of standards is selected for a proposed project based on its components. For the purposes of the proposed project, new construction would occur within the boundary of the potential District and the Rehabilitating Historic Properties Guidelines of the Secretary of the Interior's Standards for the Treatment of Historic Properties are most applicable. Rehabilitation allows for alterations and the construction of a new addition, if necessary, for a continuing or new use for a historic building or, in this case, a District. Some exterior and interior alterations are generally needed as part of a Rehabilitation project to ensure its continued use. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character defining, or outside of the building or District's period of significance.

The potential District contains 44 contributing elements comprised of 43 high-density residential buildings and one leasing/community building constructed in 1971 on a 12.66-acre site; all existing elements within the District contribute to its eligibility. The proposed project would result in the removal of the existing leasing/community building and alteration of open grassy common areas to the north, west, and south. The proposed project would affect approximately 2.2-acres of the 12.66-acre project site. Expressed as a percentage, this represents an alteration of approximately 17 percent of the total acreage contained within the potential District. Accordingly, project-related demolition activities would not irreparably diminish the integrity and significance of the District as a whole, and would not include the removal of a character-defining feature. The remaining 43 contributing elements of the District would remain in their historical locations with their original orientation and use. The remaining 10.46 acres within the District and Sunnyhills Drive would retain its general character-defining features that form the basis of their collective historical significance and remain comprehensible to residents and visitors.

¹⁷ LSA Associates, Inc. 2020. *Historic Resources Impact Assessment of the 1724 Sunnyhills Court Project, Milpitas, Santa Clara County, California*. August 4.

The five proposed two-story multi-family residential buildings would be of similar size and massing as the 43 existing apartment buildings and share a rectangular footprint. The façades of the existing residential buildings are asymmetrically arranged, with a two-story portion with one single-story wing or two, single-story wings of unequal length. The façades of the proposed construction would be arranged symmetrically, with a central two-story portion flanked by equal length single-story wings. This proposed design provides proper balance of compatibility and differentiation, as required by the Secretary of the Interior's Standards for Rehabilitation, which acknowledge the need to alter or add to a historic building to meet continuing new uses while retaining the building's historic character. The new construction would be easily differentiated from the contributing elements, especially since no single-story residential buildings are proposed.

Therefore, the HRIA determined that the proposed project appears to be compatible with, but clearly differentiated from, the historic fabric of the District surrounding it, and therefore would be consistent with the Rehabilitating Historic Properties Guidelines of the Secretary of the Interior's Standards for the Treatment of Historic Properties. Specifically, the proposed project would be consistent with the standards for rehabilitation, as it would include a use; visibility and spatial relationships; scale and massing; and materials, ornament, and style that would be compatible with, yet clearly differentiated from, the potential District. Therefore, the proposed project would not result in a substantial change in the District's historical significance, and this impact would be less than significant.

The HRIA also included suggested design improvements to further ensure that new construction is clearly differentiated from the original 1971 construction. Therefore, the following condition of approval is recommended to be incorporated into the proposed project design.

Project-Specific Recommended Condition of Approval CUL-1: The following modifications should be incorporated into the final design of the proposed project:

- A color palate incorporating slightly different paint colors than the existing buildings with the District should be incorporated.
- Vertical pattern cement siding (i.e. "Hardie panel") should be switched to a horizontal pattern.

No archaeological historical resources were identified at the project site. Although no archaeological deposits that qualify as historical resources are known to be present at the project site, the potential for such resources cannot be discounted. If significant archaeological deposits were unearthed during project construction, a substantial adverse change in the significance of a historical resource would occur from its demolition, destruction, relocation, or alteration such that the significance of the resource would be materially impaired pursuant to CEQA Guidelines Section 15064.5(b)(1). With implementation of the following mitigation measure, potential impacts to archaeological historical resources would be reduced to a less-than-significant level.

Mitigation Measure CUL-1:

Should an archaeological deposit be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology contacted to assess the situation, determine if the deposit qualifies as a historical resource, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If the deposit is found to be significant (i.e., eligible for listing in the California Register of Historical Resources), the applicant shall be responsible for funding and implementing appropriate mitigation measures. Mitigation measures may include recordation of the archaeological deposit, data recovery and analysis, and public outreach regarding the scientific and cultural importance of the discovery. Upon completion of the selected mitigations, a report documenting methods and findings shall be prepared and submitted to the City for review, and the final report shall be submitted to the Northwest Information Center at Sonoma State University. Significant archaeological materials shall be submitted to an appropriate curation facility and used for public interpretive displays, as appropriate and in coordination with a local Native American tribal representative.

The applicant shall inform its contractor(s) of the sensitivity of the project area for archaeological deposits and shall verify that the following directive has been included in the appropriate contract documents:

"The subsurface of the construction site may be sensitive for Native American archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist contacted to assess the situation, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include shellfish remains; bones; flakes of, and tools made from, obsidian, chert, and basalt; and mortars and pestles. Contractor acknowledges and understands that excavation or removal of archaeological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5."

Work stoppage in the event of an archaeological discovery would ensure that: (1) if archaeological cultural resources are identified during excavation, these would be evaluated, documented, and studied in accordance with standard archaeological practice; and (2) archaeological deposits and

human remains would be treated in accordance with appropriate State codes and regulations. As such, implementation of the above mitigation measures would reduce the project's potential impacts to archaeological historical resources to a less-than-significant level.

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (Less Than Significant with Mitigation Incorporated)

Pursuant to CEQA Guidelines Section 15064.5(c)(1), "When a project will impact an archaeological site, a lead agency shall first determine whether the site is an historical resource." Those archaeological sites that do not qualify as historical resources shall be assessed to determine if they qualify as "unique archaeological resources" pursuant to California Public Resource Code Section 21083.2. Archaeological deposits identified during project construction would be treated by the City and applicant—in consultation with a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology—in accordance with Mitigation Measure CUL-1. With implementation of this mitigation measure, the project's potential impacts on archaeological resources would be less than significant.

c. Would the project disturb any humans remains, including those interred outside of formal cemeteries? (Less-Than-Significant Impact)

There are no known human remains at the project site. In the event that human remains are identified during project construction, these remains would be treated in accordance with Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the Public Resources Code, as appropriate.

Section 7050.5 of the California Health and Safety Code states that, in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the remains are discovered has determined whether or not the remains are subject to the coroner's authority. If the human remains are of Native American origin, the coroner must notify the California Native American Heritage Commission (NAHC) within 24 hours of this identification. The NAHC will identify a Native American Most Likely Descendent (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Section 5097.98 of the Public Resources Code states that the NAHC, upon notification of the discovery of Native American human remains pursuant to Health and Safety Code Section 7050.5, shall immediately notify those persons (i.e., the MLD) it believes to be descended from the deceased. With permission of the landowner or a designated representative, the MLD may inspect the remains and any associated cultural materials and make recommendations for treatment or disposition of the remains and associated grave goods. The MLD shall provide recommendations or preferences for treatment of the remains and associated cultural materials within 48 hours of being granted access to the site. With these regulations in place, no impact on human remains is anticipated, and no mitigation is necessary.

4.6 ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

- a. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation? (Less-Than-Significant Impact)*

The proposed project would increase the demand for electricity, natural gas, and gasoline. The discussion and analysis provided below is based on data included in the CalEEMod output, which is included in Appendix A.

Construction-Period Energy Use. The anticipated construction schedule assumes that the proposed project would be built over a 12-month period. The proposed project would require grading, site preparation, and building activities during construction.

Construction of the proposed project would require energy for the manufacture and transportation of construction materials, preparation of the site for demolition and grading activities, and construction of the residential building and new leasing office/community building. 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 contractor would be required to restrict equipment idling times to 5 minutes or less and construction workers would be required to shut off idle equipment, as required by Mitigation Measure AIR-1. In addition, construction activities are not anticipated to result in an inefficient use of energy as gasoline and diesel fuel would be supplied by construction contractors who would conserve the use of their supplies to minimize their costs on the project. 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 period energy impacts would be less than significant.

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 for the project 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 inputs. Electricity and natural gas usage estimates associated with the proposed project are shown in Table 4.E.

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 743,878 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 2015.¹⁸ Therefore, using the USEPA fuel economy estimates for 2015, the proposed project would result in the consumption of approximately 33,813 gallons of gasoline per year. Table 4.E, below, shows the estimated potential increased electricity and natural gas demand associated with the proposed project.

Table 4.E: Estimated Annual Energy Use of Proposed Project

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline (gallons per year)
Condo/Townhouse	221,231	7,760	33,813
Parking Lot	12,040	0	0
Total	233,231	7,760	33,813

Source: LSA (May 2020).

As shown in Table 4.E, the estimated potential increased electricity demand associated with the proposed project is 233,231 kilowatt-hours (kWh) per year. In 2018, California consumed approximately 284,436 gigawatt-hours (GWh) or 284,436,261,624 kWh.¹⁹ Of this total, Santa Clara County consumed 16,708 GWh or 16,708,080,341 kWh.²⁰ 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 4.E, the estimated potential increased natural gas demand associated with the proposed project is 7,760 therms per year. In 2018, California consumed approximately 12.666 billion therms or 12,666,398,562 therms, while Santa Clara County consumed approximately 440 million therms or approximately 440,030,822 therms.²¹ 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 4.E, vehicle trips associated with the proposed project would consume approximately 33,813 gallons of gasoline per year. In 2015, vehicles in California consumed approximately 15.1 billion gallons of gasoline.²² Therefore, gasoline demand generated by

¹⁸ U.S. Department of Transportation. "Table 4-23: Average Fuel Efficiency of U.S. Light Duty Vehicles." Website: https://www.bts.gov/archive/publications/national_transportation_statistics/table_04_23/ (accessed May 2020).

¹⁹ California Energy Commission. 2017. Energy Consumption Data Management Service. Electricity Consumption by County. Available online at: <http://www.ecdms.energy.ca.gov/elecbycounty.aspx>. (accessed May 2020).

²⁰ Ibid.

²¹ California Energy Commission. 2017. Energy Consumption Data Management Service. Gas Consumption by County. Available online at: <http://www.ecdms.energy.ca.gov/gasbycounty.aspx>. (accessed May 2020).

²² California Energy Commission. 2017. California Gasoline Data, Facts, and Statistics. Available online at: http://www.energy.ca.gov/almanac/transportation_data/gasoline/ (accessed May 2020).

vehicle trips associated with the proposed project would be a minimal fraction of gasoline and diesel fuel consumption in California.

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. Therefore, construction and operation period impacts related to consumption of energy resources would be less than significant.

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (Less-Than-Significant Impact)

In 2002, the Legislature passed Senate Bill 1389, which required the California Energy Commission (CEC) to develop an integrated energy policy report for electricity, natural gas, and transportation fuels every two years. The plan calls for the State to assist in the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the lowest cost to the environment and energy sources. 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 vehicles and associated infrastructure needs, and encouraging urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The most recently CEC adopted energy report is the 2019 Integrated Energy Policy Report. The 2019 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 2019 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 2019 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 conflict with or obstruct a state or local plan for renewable energy or energy efficiency and this impact would be less than significant.

4.7 GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a. 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?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c. 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?	☐	☐	☒	☐
d. 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?	☐	☐	☒	☐
e. 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?	☐	☐	☒	☐
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Unless otherwise noted, the following analysis is based on the Geotechnical Investigation prepared for the proposed project.²³ The Geotechnical Investigation is included in Appendix E.

²³ Silicon Valley Soil Engineering, 2018. *Geotechnical Investigation for Proposed Townhomes, 1724 Sunnyhills Drive, Milpitas, California*. May 8.

- a. *Would the project 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? (No Impact)*

The California Supreme Court concluded in its CBIA vs. BAAQMD decision that “CEQA generally does not require an analysis of how existing environmental conditions will affect a project’s future users or residents.” With this ruling, CEQA no longer considers the impact of the environment on a project (such as the impact of existing seismic hazards on new project occupants) to be an environmental impact, unless the project could exacerbate an existing environmental hazard. The proposed project would not change existing seismic hazards and, therefore, would not exacerbate existing hazards related to surface fault rupture and seismic ground shaking. As such, the following discussions of seismic hazards related to surface fault rupture and seismic ground shaking are provided for informational purposes only.

Fault Rupture. There are no mapped faults within or adjacent to the project site, and the project site is not located within an Alquist-Priolo zone.²⁴ Therefore, the proposed project would not directly or indirectly cause substantial adverse effects related to fault rupture.

Strong Seismic Ground Shaking. The project site is located in the San Francisco Bay Area, a region of intense seismic activity. Ground shaking is likely to occur within the life of the project as a result of future earthquakes. Traces of the Crosey Fault are located approximately 0.75 miles east of the project site. Other active faults within the area that are likely to produce large earthquakes include the Calaveras Fault, located approximately 5.25 miles northeast, the San Andreas fault, located approximately 17 miles southwest, and the San Gregorio fault, located approximately 30 miles southwest. Due to the location of the project site in a seismically active area, strong seismic ground shaking at the site is highly probable during the life of the project. The intensity of ground shaking would depend on the characteristics of the fault, distance from the fault, the earthquake magnitude and duration, and site-specific geologic conditions. Conformance with the California Building Code (CBC) would ensure potential adverse effects associated with strong seismic ground shaking would be reduced to the extent feasible.

Seismic-related Ground Failure. Soil liquefaction is a phenomenon primarily associated with saturated soil layers located close to the ground surface. During ground shaking, these soils lose strength and acquire “mobility” sufficient to permit both horizontal and vertical movements. Soils that are most susceptible to liquefaction are clean, loose, uniformly graded, saturated, fine-grained sands that lie relatively close to the ground surface. However, loose sands that contain a significant amount of fines (i.e., silt and clay) may also liquefy. Soil testing on the project site determined that the potential for liquefaction is minimal, due to the absence of a liquefiable soil layer. Therefore, adverse effects associated with unstable soil conditions during a seismic event are not anticipated.

²⁴ California Geological Survey, 2019. Earthquake Zones of Required Investigation (map). Website: <https://maps.conservation.ca.gov/cgs/EQZApp/app/> (accessed May 2020).

Landslides. A landslide generally occurs on relatively steep slopes and/or on slopes underlain by weak materials. The project site is relatively level and is not located next to any slopes. Furthermore, the project site is not located within an area that would be subject to earthquake-induced landslides. Therefore, adverse effects associated with potential exposure of people or structures to landslides would not occur.

b. Would the project result in substantial soil erosion or the loss of topsoil? (Less-Than-Significant Impact)

Topsoil is defined as the upper part of the soil profile that is relatively rich in humus and is technically known as the A-horizon of the soil profile.²⁵ Grading and earthmoving during project construction has the potential to result in erosion and loss of topsoil. Exposed soils could be entrained in stormwater runoff and transported off the project site. However, this impact would be reduced to a less-than-significant level through compliance with water quality control measures, which include preparation of a Stormwater Pollution Prevention Plan (SWPPP) (refer to Section 4.10, Hydrology and Water Quality). Although designed primarily to protect stormwater quality, the SWPPP would incorporate Best Management Practices (BMPs) to minimize erosion. Additional details regarding the SWPPP are provided in Section 4.10, Hydrology and Water Quality of this Initial Study.

c. Would the project 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? (Less-Than-Significant Impact)

As discussed in Section 4.7.a, site soils would not be subject to lateral spreading, liquefaction, or landslides. Additionally, the proposed project would be required to comply with the CBC and recommendations within the Geotechnical Investigation, which would further ensure that potential risks to people and structures as a result of unstable soils would be less than significant.

d. Would the project 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? (Less-Than-Significant Impact)

Expansive soils are characterized by the potential for shrinking and swelling as the moisture content of the soil decreases and increases, respectively. Shrink-swell potential is influenced by the amount and type of clay minerals present and can be measured by the percent change of the soil volume. Testing at the project site indicates that soils on the project site have high expansion potential. The Geotechnical Investigation recommends that foundations should be underlain by 12 inches of non-expansive soil fill material and 5 inches of 3/4-inch wash crushed rock or 16 inches of wash crushed rock. In addition, adherence to the CBC requirements would further ensure that geotechnical design of the proposed project would further reduce potential impacts related to expansive soils to a less-than-significant level. Therefore, because the proposed project would implement the

²⁵ California State Mining and Geology Board, 2014. Surface Mining Reclamation Act Regulations. California Code of Regulations, Title 14, Division 2, Chapter 8, Subchapter 1.

recommendations of the Geotechnical Investigation and comply with CBC requirements, this impact would be less than significant.

- e. Would the project 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? (Less-Than-Significant Impact)*

The proposed project would connect to the City's wastewater conveyance system. On-site treatment and disposal of wastewater is not proposed for the project; therefore, the proposed project would have no impacts associated with soils incapable of supporting alternative wastewater disposal systems.

- f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Less Than Significant with Mitigation Incorporated)*

Although no paleontological resources or unique geological features are known to exist within or near the already disturbed project site, according to the locality search through the University of California Museum of Paleontology (UCMP) at the University of California, Berkeley, there are 191 known localities that have produced 319 specimens within Santa Clara County.²⁶ Therefore, the possibility of accidental discovery of paleontological resources during project construction cannot be discounted. Therefore, implementation of Mitigation Measure GEO-1, described below, would reduce potential impacts to paleontological resources to a less-than-significant level.

Mitigation Measure GEO-1: Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a "qualified paleontologist" shall be an individual with the following qualifications: (1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; (2) at least two years of professional experience related to paleontology; (3) proficiency in recognizing fossils in the field and determining their significance; (4) expertise in local geology, stratigraphy, and biostratigraphy; and (5) experience collecting vertebrate fossils in the field. If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource. Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a

²⁶ University of California Museum of Paleontology. *Databases*. Website: <https://ucmp.berkeley.edu/collections/databases/> (accessed May 2020).

paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate.

The project applicant shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract documents:

“The subsurface of the construction site may be sensitive for fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5.”

4.8 GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

- a. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Less Than Significant with Mitigation Incorporated)*

Greenhouse gases (GHGs) are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. The gases that are widely seen as the principal contributors to human-induced global climate change are:

- Carbon dioxide (CO₂);
- Methane (CH₄);
- Nitrous oxide (N₂O);
- Hydrofluorocarbons (HFCs);
- Perfluorocarbons (PFCs); and
- Sulfur Hexafluoride (SF₆).

Over the last 200 years, humans have caused substantial quantities of GHGs to be released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere and enhancing the natural greenhouse effect, believed to be causing global warming. While manmade GHGs include naturally-occurring GHGs such as CO₂, methane, and N₂O, some gases, like HFCs, PFCs, and SF₆ are completely new to the atmosphere.

Certain gases, such as water vapor, are short-lived in the atmosphere. Others remain in the atmosphere for significant periods of time, contributing to climate change in the long term. Water vapor is excluded from the list of GHGs above because it is short-lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

These gases vary considerably in terms of Global Warming Potential (GWP), a concept developed to compare the ability of each GHG to trap heat in the atmosphere relative to another gas. The GWP is

based on several factors, including the relative effectiveness of a gas to absorb infrared radiation and length of time that the gas remains in the atmosphere (“atmospheric lifetime”). The GWP of each gas is measured relative to CO₂, the most abundant GHG. The definition of GWP for a particular GHG is the ratio of heat trapped by one unit mass of the GHG to the ratio of heat trapped by one unit mass of CO₂ over a specified time period. GHG emissions are typically measured in terms of pounds or tons of “CO₂ equivalents” (CO₂e).

This section describes the proposed project’s construction- and operational-related GHG emissions and contribution to global climate change. The BAAQMD has not addressed emission thresholds for construction in their CEQA Guidelines; however, the BAAQMD encourages quantification and disclosure. Thus, construction emissions are discussed in this section.

Construction Activities. Construction activities associated with the proposed project would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO₂, CH₄, and N₂O. Furthermore, CH₄ is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

The BAAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are encouraged to quantify and disclose GHG emissions that would occur during construction. Using CalEEMod, it is estimated that construction of the proposed project would generate approximately 375.7 metric tons of CO₂e. Implementation of Mitigation Measure AIR-1 would reduce GHG emissions by reducing the amount of construction vehicle idling and by requiring the use of properly maintained equipment. Therefore, project construction impacts associated with GHG emissions would be less than significant.

Operational Emissions. Section 15064.4 of the CEQA Guidelines states that: “A lead agency should make a good-faith effort, based to the extent possible, on scientific and factual data, to describe, calculate or estimate the amount of GHG emissions resulting from a project.” In performing that analysis, the lead agency has discretion to determine whether to use a model or methodology to quantify GHG emissions, or to rely on a qualitative analysis or performance-based standards. In making a determination as to the significance of potential impacts, the lead agency then considers the extent to which the project may increase or reduce GHG emissions as compared to the existing environmental setting, whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project, and the extent to which the project complies with regulations or requirements adopted to implement a Statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

According to the BAAQMD CEQA Guidelines, if a project is consistent with an adopted qualified GHG Reduction Strategy that meets the standards, it can be presumed that the project will not have significant GHG emission impacts. This approach is consistent with the State CEQA Guidelines, Section 15183.5, and will be used in this analysis.

The City of Milpitas' Climate Action Plan (CAP) was adopted on May 7, 2013.²⁷ The City of Milpitas CAP meets the BAAQMD requirements for a Qualified GHG Reduction Strategy and is designed to streamline environmental review of future development projects in the City consistent with CEQA Guidelines Section 15183.5(b) and the BAAQMD CEQA Air Quality Guidelines. The CAP identifies measures to achieve a reduction of 93,940 metric tons (MT) per year of CO₂e, including a reduction of 13,950 MTCO₂e that would be achieved through State-mandated measures. With implementation of the CAP and existing measures, the City's GHG emissions are expected to be 16.2 percent below 2005 levels by the year 2020.

The CAP identifies six main Action Areas with specific GHG reductions, including energy, water, transportation and land use, solid waste, and off-road equipment. For each measure the CAP specifies GHG reductions, City departments responsible for implementation, performance metrics, regional partners, additional resources, and co-benefits.

Long-term operation of the proposed project would generate GHG emissions from area and mobile sources as well as indirect emissions from sources associated with energy consumption. Mobile-source GHG emissions would include project-generated vehicle trips associated with trips to the proposed project. Area-source emissions would be associated with activities such as landscaping and maintenance on the project site, and other sources. As identified above, the City of Milpitas' CAP meets the BAAQMD requirements for a Qualified GHG Reduction Strategy. Therefore, the project's GHG emissions would not be considered a significant impact if the project would be consistent with the City's CAP. "Appendix C: Development Checklist" of the City's CAP was developed to assist project applicants and City staff to determine whether a proposed project complies with the CAP and contains applicable measures that will be implemented as part of the proposed project to demonstrate consistency with the City's CAP. The proposed project's consistency with these measures is included in Table 4.F below.

As demonstrated in Table 4.F, the proposed project's consistency with many of the CAP measures would be determined by design decisions that are currently not evident from the conceptual plans evaluated for the environmental analysis in this report. Implementation of Mitigation Measure GHG-1 would require the proposed project to include the applicable measures, as identified in the City's Climate Action Plan Development Checklist for the project which is included in Appendix F.

²⁷ Milpitas, City of. 2013. *City of Milpitas Climate Action Plan. A Qualified Greenhouse Gas Reduction Strategy*. May 7.

Table 4.F: Consistency with the City's Climate Action Plan Measures

Measure	Action	Applicability	Compliance
Energy Measures			
Measure 1.3: Discretionary Project Review	Apply the City's Climate Action Plan Development Checklist (Appendix C) as part of the City's discretionary project review process.	The project applicant completed the City's Climate Action Plan Development Checklist (Appendix C), which is included in Appendix F.	Yes
Measure 1.5: Urban Cooling	Achieve urban cooling through voluntary and mandatory standards for new development and additions.	The proposed project would include approximately 53,049 square feet of common open space and approximately 40,527 square feet of private open space. The proposed project would also include a total of 3,440 square feet of bio-retention space in 10 different areas adjacent to the proposed buildings. A total of 86 trees would be planted as part of the proposed project.	Yes
Measure 1.8: Online Energy Monitoring	Encourage participation in online energy monitoring programs as utilities develop and deploy online systems.	With implementation of Mitigation Measure GHG-1, the proposed project would install Energy Star appliances.	Yes with Mitigation Measure GHG-1
Measure 2.1: Energy Efficiency in New Development	Encourage new development and remodels to exceed minimum building standards for energy efficiency and continue implementation of the adopted Green Building Ordinance.	The proposed project would be consistent with current CALGreen standards.	Yes
Measure 3.1: Renewable Energy in New Development	Adopt new standards to require renewable energy in new development and encourage renewable energy facilities through the discretionary process.	With implementation of Mitigation Measure GHG-1, the proposed project would install on-site renewable energy, such as solar panels.	Yes with Mitigation Measure GHG-1
Water			
Measure 4.1: Tiered Water Rates	Continue water conservation efforts outlined in the Urban Water Management Plan and expand tiered water rate structures to apply to nonresidential customers in addition to residential customers.	With implementation of Mitigation Measure GHG-1, the proposed project would use water-efficient irrigation systems and use reclaimed water, when available.	Yes with Mitigation Measure GHG-1
Measure 4.2: Recycled Water	Work with regional partners to encourage expansion of recycled water infrastructure.	With implementation of Mitigation Measure GHG-1, the proposed project would use water-efficient irrigation systems and use reclaimed water, when available.	Yes with Mitigation Measure GHG-1

Table 4.F: Consistency with the City's Climate Action Plan Measures

Measure	Action	Applicability	Compliance
Transportation and Land Use			
Measure 5.1: Increased Densities	Continue to promote the increase of density and mixed uses in key opportunity areas, including the Midtown Specific Plan, Transit Area Specific Plan, and Town Center areas.	The proposed project would develop new residences that would locate residents near existing residential, commercial, and light industrial uses, reducing the demand for travel by single occupancy vehicles.	Yes
Measure 5.3: Open Space	Expand City parks and open spaces.	The proposed project would include approximately 53,049 square feet of common open space and approximately 40,527 square feet of private open space. The proposed project would also include a total of 3,440 square feet of bio-retention space in 10 different areas adjacent to the proposed buildings. A total of 86 trees would be planted as part of the proposed project.	Yes
Measure 6.3: Dense and Centralized Development	Promote dense development in central locations and along transportation corridors.	The proposed project would develop new residences that would locate residents near existing residential, commercial, and industrial uses, reducing the demand for travel by single occupancy vehicles.	Yes
Measure 7.1: Expanded City Parks	Expand the City's park and open space system consistent with the General Plan.	The proposed project would include approximately 53,049 square feet of common open space and approximately 40,527 square feet of private open space. The proposed project would also include a total of 3,440 square feet of bio-retention space in 10 different areas adjacent to the proposed buildings. A total of 86 trees would be planted as part of the proposed project.	
Measure 7.2: Complete Streets	Initiate a rigorous Citywide complete streets program to foster pedestrian and bicycle activity throughout the community.	The proposed project would provide pedestrian and bicyclist amenities, including sidewalks, bicycle parking, shading, and landscaping.	Yes
Measure 7.3: Bikeways Master Plan Infrastructure	Implement and maintain the facilities and infrastructure improvements identified in the Bikeways Master Plan to achieve high levels of bicycle and pedestrian activity.	The proposed project would provide pedestrian and bicyclist amenities, including sidewalks, bicycle parking, shading, and landscaping.	Yes
Measure 8.1: Transportation Demand Management	Adopt and phase a Citywide transportation demand management (TDM) ordinance by 2015, building on recommendations of the transit area specific plan, and establish a funding mechanism to pay for the costs of the program.	The proposed project would develop new residences that would locate residents near existing residential, commercial, and light industrial uses, reducing the demand for travel by single occupancy vehicles. The proposed project would provide pedestrian and bicyclist amenities, including sidewalks, bicycle parking, shading, and landscaping which would also help to reduce the demand for travel by single occupancy vehicles.	Yes

Table 4.F: Consistency with the City's Climate Action Plan Measures

Measure	Action	Applicability	Compliance
Measure 10.4: Residential Electric Vehicle Charging	Facilitate plug-in hybrid and electric vehicle charging stations for homes by promoting funding opportunities and streamlining permit procedures, including establishing maximum time frames for permit processing and simplified permit procedures.	The proposed project would include pre-wiring for electric vehicle charging in 3 percent of new parking spaces.	Yes
Solid Waste			
Measure 11.1: Waste Diversion	Work with regional partners to increase the diversion of solid waste to 75 percent as required under Assembly Bill (AB) 341.	The proposed project would comply with AB 341.	Yes
Off-Road Equipment			
Measure 12.1: Lawn and Garden Equipment	Support a community-wide transition to cleaner outdoor lawn and garden equipment.	The proposed project would provide accessible exterior electrical outlets to charge electric-powered lawn and garden equipment.	Yes
Measure 12.2: Construction Best Management Practices	Encourage construction projects to comply with BAAQMD performance-based best management practices.	With implementation of Mitigation Measure AIR-1, the proposed project would implement the BAAQMD's Basic Construction Mitigation Measures.	Yes with Mitigation Measure AIR-1

Source: City of Milpitas (2013) and LSA (May 2020).

Mitigation Measure GHG-1: The project applicant shall demonstrate compliance with the applicable measures to the City of Milpitas prior to the issuance of a building permit. The following measures are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project:

- Install Energy Star appliances.
- Install on-site renewable energy, such as solar panels.
- Use water-efficient irrigation systems and use reclaimed water, when available.

Implementation of Mitigation Measure GHG-1 would implement applicable measures included in the CAP that are applicable to the project to reduce GHG emissions. Overall, the mitigated project would implement GHG reduction measures in compliance with the CAP and, therefore, would not be a significant source of GHG emissions. Therefore, the project's impacts would be less than significant with mitigation incorporated.

b. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Less-Than-Significant Impact)

Absent any other local or regional climate action plan, the proposed project was analyzed for consistency with the CARB Scoping Plan measures, including the following. The following discussion evaluates the proposed project according to the goals of AB 32, the AB 32 Scoping Plan, Executive Order B-30-15, SB 32, and AB 197.

AB 32 is aimed at reducing GHG emissions to 1990 levels by 2020. AB 32 requires the CARB to prepare a Scoping Plan that outlines the main State strategies for meeting the 2020 deadline and to reduce GHGs that contribute to global climate change. The AB 32 Scoping Plan has a range of GHG reduction actions, which include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, market-based mechanisms such as a cap-and-trade system, and an AB 32 implementation fee to fund the program.

Executive Order Executive Order B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. CARB released a second update to the Scoping Plan, the 2017 Scoping Plan,²⁸ to reflect the 2030 target set by Executive Order B-30-15 and codified by SB 32. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reductions target of at least 40 percent below 1990 levels by 2030 contained in Executive Order B-30-15. SB 32 builds on AB 32 and keeps us on the path toward achieving the State's 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, AB 197, provides additional direction to the CARB related to the adoption of strategies to reduce GHG

²⁸ California Air Resources Board. 2017. *California's 2017 Climate Change Scoping Plan*. November.

emissions. Additional direction in AB 197 intended to provide easier public access to air emissions data that are collected by CARB was posted in December 2016.

As identified above, the AB 32 Scoping Plan contains GHG reduction measures that work towards reducing GHG emissions, consistent with the targets set by AB 32, Executive Order B-30-15 and codified by SB 32 and AB 197. The measures applicable to the proposed project include energy efficiency measures, water conservation and efficiency measures, and transportation and motor vehicle measures, as discussed below.

Energy efficient measures are intended to maximize energy efficiency building and appliance standards, pursue additional efficiency efforts including new technologies and new policy and implementation mechanisms, and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, these measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. As identified above, the proposed project would comply with the latest Title 24 standards of the California Code of Regulations, regarding energy conservation and green building standards. Therefore, the proposed project would comply with applicable energy measures.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. As noted above, the project would be required to comply with the latest Title 24 standards of the California Code of Regulations, which includes a variety of different measures, including reduction of wastewater and water use. In addition, the proposed project would be required to comply with the California Model Water Efficient Landscape Ordinance and would include a total of 3,440 square feet of bio-retention space in 10 different areas adjacent to the proposed building. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures.

The goal of transportation and motor vehicle measures is to develop regional GHG emissions reduction targets for passenger vehicles. Specific regional emission targets for transportation emissions would not directly apply to the proposed project. However, vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. The second phase of Pavley standards will reduce GHG emissions from new cars by 34 percent from 2016 levels by 2025, resulting in a 3 percent decrease in average vehicle emissions for all vehicles by 2020. Vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. Therefore, the proposed project would not conflict with the identified transportation and motor vehicle measures.

The proposed project would develop new residences that would locate residents near existing residential, commercial, and light industrial uses, reducing the demand for travel by single occupancy vehicles. The proposed project would provide pedestrian and bicyclist amenities, including sidewalks, bicycle parking, shading, and landscaping which would also help to reduce the demand for travel by single occupancy vehicles.

The proposed project would comply with existing State regulations adopted to achieve the overall GHG emissions reduction goals identified in AB 32, the AB 32 Scoping Plan, Executive Order B-30-15,

SB 32, and AB 197 and would be consistent with applicable State plans and programs designed to reduce GHG emissions. Therefore, the proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. This impact would be less than significant.

4.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☐	☒

The following discussion is based on the findings from the Phase I Environmental Site Assessment (Phase I ESA) prepared for the proposed project.²⁹ The Phase I ESA is included in Appendix G.

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Less-Than-Significant Impact)

Although small quantities of commercially-available hazardous materials could be used during project construction activities (e.g., oil, gasoline, paint) and for landscape maintenance within the project site, these materials would not be used in sufficient quantities to pose a threat to human or environmental health. Therefore, development of the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and this impact would be less than significant.

²⁹ BASELINE Environmental Consulting, 2020. *Phase I Environmental Site Assessment, 1724 Sunnyhills Court Project, Milpitas, California*. May 28.

b. Would the project 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? (Less Than Significant with Mitigation Incorporated)

There are two main ways that the public and/or the environment could be affected by the release of hazardous materials from the project site into the environment, including: 1) exposing workers and/or the public to potentially contaminated soil and groundwater during construction and/or operation of the project; or 2) exposing workers and/or the public to hazardous building materials (e.g., lead paint, asbestos) during demolition of existing structures.

The Phase I ESA prepared for the proposed project did not identify any Recognized Environmental Conditions (REC) on the project site. However, the project site and surrounding areas were historically used for agriculture from at least 1939 through 1963, and therefore shallow site soils could be impacted with organochlorine pesticides (OCPs) and arsenic. Therefore, construction-related activities could result in the release of hazardous materials into the environment. Implementation of Mitigation Measure HAZ-1, described below, would ensure this impact would be reduced to a less-than-significant level.

Mitigation Measure HAZ-1: Prior to the issuance of a grading permit, shallow soil samples shall be collected at the project site by a qualified environmental professional to determine whether arsenic, other heavy metals, or OCPs are present in the site subsurface. Soil analytical results shall be screened against naturally-occurring concentrations for arsenic and other metals as well as the San Francisco Regional Water Quality Control Board's Environmental Screening Levels. Once the soil sampling analysis is complete, a report of the findings shall be submitted to the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department, or the appropriate designee, for review and approval. If contaminated soils are found in concentrations above established thresholds for construction worker safety or residential use, a Site Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant to establish management practices for handling contaminated soils or other materials encountered during construction activities. The SMP shall be submitted to, and approved by, the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department prior to the issuance of a grading permit.

Based on the age of the structures on the project site, hazardous building materials including asbestos-containing materials, lead-based paint, and polychlorinated biphenyls-containing materials and electrical equipment may be present. Therefore, demolition of these structures could result in the release of hazardous materials into the environment. Implementation of Mitigation Measure HAZ-2, described below, would ensure that this impact would be reduced to a less-than-significant level.

Mitigation Measure HAZ-2: Prior to the issuance of any demolition permits for existing structures on the project site, a comprehensive Hazardous Building Materials Survey (HBMS) for the project site shall be prepared and signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials, lead-based paint, polychlorinated biphenyls-containing materials and electrical equipment and any other hazardous building materials. The HBMS and abatement specifications shall be submitted to and approved by the City prior to the start of abatement activities. The HBMS shall include abatement specifications for the stabilization and/or removal of the identified hazardous building materials in accordance with all applicable laws and regulations. The demolition contractor(s) shall implement the abatement specifications and submit to the City evidence of completion of abatement activities prior to demolition of the existing structures.

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Less Than Significant with Mitigation Incorporated)

The Marshall Pomeroy Elementary School, a public elementary school within the Milpitas Unified School District, is located approximately 0.2 miles southeast of the project site. Additionally, the Thomas Russell Middle School, Milpitas High School, and various private schools are located within 0.5 miles of the project site. As noted in Section 4.9.a, the proposed project could require the use of small quantities of commercially-available hazardous materials during project construction activities (e.g., oil, gasoline, paint) and for landscape maintenance within the project site. However, these materials would not be used in sufficient quantities to pose a threat to human or environmental health.

As described in Section 4.9.b, construction of the proposed project could result in a release of hazardous materials into the environment. However, implementation of Mitigation Measures HAZ-1 and HAZ-2 would ensure that potentially significant impacts associated with the accidental release of hazardous materials into the environment are reduced to a less-than-significant level.

d. Would the project 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? (Less Than Significant with Mitigation Incorporated)

The project site is not included on any list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As discussed in Section 4.9.b, soils on the project site may be potentially impacted with OCPs or arsenic, and existing buildings on the project site may contain hazardous building materials. However, this impact would be reduced to a less-than-significant level with implementation of Mitigation Measures HAZ-1 and HAZ-2.

- e. Would the project be 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? (No Impact)*

Please refer to Section 4.13.c. The closest private airport to the project site is the Regional Medical Center heliport (88CA), located approximately 7 miles south of the project site. The project site is located approximately 5.7 miles northeast of the San José International Airport, the closest public airport. The project site is not located within the Airport Safety Zones or Airport Influence Area of the San José International Airport.³⁰ Therefore, the proposed project would not result in a safety hazard or excessive noise for people residing or working in the project area due to the proximity of an airport and no impact would occur.

- f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (No Impact)*

The City of Milpitas Fire Department (Fire Department) Office of Emergency Services coordinates the City's preparedness efforts to mitigate, plan for, respond to, and recover from natural and technological disasters. In addition, the County of Santa Clara Office of Emergency Services coordinates county-wide emergency response efforts including the preparation and implementation of the County of Santa Clara Emergency Operations Plan (EOP).³¹ However, the EOP does not address specific responses, scenarios, hazards, or threats, within Milpitas. In addition, the EOP does not indicate the emergency evacuation routes within Santa Clara County. Because the proposed project would result in the redevelopment of an existing site within a private apartment complex and would not alter existing travel lanes or block adjacent public roadways, implementation of the proposed project would not be expected to impair the function of nearby emergency evacuation routes. Therefore, the proposed project would have no impact on implementation of an adopted emergency response plan or emergency evacuation plan.

- g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (No Impact)*

The project site is in an urban area and is not within or adjacent to a wildland fire hazard area.³² Therefore, the proposed project would not expose people or structures to a significant loss, injury or death involving wildland fires.

³⁰ Santa Clara County Airport Land Use Commission, 2011. *Comprehensive Land Use Plan, Santa Clara County, Norma Y. Mineta San José International Airport*. May 25.

³¹ Santa Clara, County of, 2017. *Emergency Operations Plan*. January.

³² California Department of Forestry and Fire Protection, 2008. Santa Clara County, Very High Fire Hazard Severity Zones in Local Responsibility Area. October 8.

4.10 HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☒	☐	☐

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (Less Than Significant with Mitigation Incorporated)

The State Water Resources Control Board and nine Regional Water Quality Control Boards regulate water quality of surface water and groundwater bodies throughout California. In the Bay Area, including the project site, the San Francisco Bay Regional Water Quality Control Board (Water Board) is responsible for implementation the Water Quality Control Plan (Basin Plan). The Basin Plan establishes beneficial water uses for waterways and water bodies within the region.

Runoff water quality is regulated by the National Pollutant Discharge Elimination System (NPDES) Program (established through the federal Clean Water Act). The NPDES program objective is to control and reduce pollutant discharges to surface water bodies. Compliance with NPDES permits is mandated by State and federal statutes and regulations. Locally, the NPDES Program is administered by the Water Board. According to the water quality control plans of the Water Board, any construction activities, including grading, that would result in the disturbance of 1 acre or more would require

compliance with the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity (Construction General Permit). The proposed project would result in the disturbance of approximately 2.2 acres and, as such, would be required to comply with the Construction General Permit.

The proposed project would be subject to the Water Board's Municipal Regional Permit (MRP), implemented in November 2015 by Order R2-2015-0049. Provision C.3 of the MRP requires new development and redevelopment projects that would replace more than 10,000 square feet of existing impervious surfaces to include post-construction stormwater control in project designs. Under the C.3 requirements, the preparation and submittal of a Stormwater Control Plan (SCP) would be required for the project site. The purpose of an SCP is to detail the design elements and implementation measures necessary to meet the post-construction stormwater control requirements of the MRP. In particular, SCPs must include Low Impact Development (LID) design measures, which reduce water quality impacts by preserving and recreating natural landscape features, minimizing imperviousness, and using stormwater as a resource, rather than a waste product. The proposed project would also be required to prepare a Stormwater Facility Operation and Maintenance Plan to ensure that stormwater control measures are inspected, maintained, and funded for the life of the project.

The City of Milpitas is a member of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), which provides stormwater management for the area including the project site. As previously discussed, the project site is currently developed and implementation of the proposed project would result in an increase of approximately 0.5 acres of impervious surfaces. Construction activities associated with the proposed project would cause disturbance of soil during excavation work, which could adversely impact water quality. Contaminants from construction vehicles and equipment and sediment from soil erosion could increase the pollutant load in runoff being transported to receiving waters during development. Although surface runoff from the site would likely decrease with the proposed project (due to the proposed stormwater treatment measures), runoff from the proposed landscaped areas may contain residual pesticides and nutrients (associated with landscaping) and sediment and trace metals (associated with atmospheric deposition) during operation of the project. Operation of the proposed project could incrementally contribute to the long-term degradation of runoff water quality and as a result, adversely affect water quality in the receiving waters and San Francisco Bay. The proposed project would be considered a "regulated project" under the MRP, indicating that the State Water Resources Control Board has determined the size and nature of the project has the potential to discharge a significant pollutant load to stormwater runoff and receiving waters.

Implementation of the following two mitigation measures would ensure that the proposed project complies with the Water Board's water quality standards by reducing the potential construction- and operation-period impacts to water quality to a less-than-significant level.

Mitigation Measure HYD-1: Prior to construction, the project applicant shall prepare and implement a SWPPP, meeting Construction General Permit requirements (State Water Resources Control Board Order No. 2009-000–DWQ, as amended) designed to reduce potential adverse impacts to surface water quality through the project construction period. The SWPPP shall be submitted to the Planning Manager of the City of Milpitas Planning Department for review and approval prior to the issuance of any permits for ground disturbing activities.

The SWPPP shall be prepared by a Qualified SWPPP Developer in accordance with the requirements of the Construction General Permit. These include: BMPs for erosion and sediment control, site management/housekeeping/waste management, management of non-stormwater discharges, run-on and runoff controls, and BMP inspection/maintenance/repair activities. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction.

The SWPPP shall include a construction site monitoring program that identifies requirements for dry weather visual observations of pollutants at all discharge locations, and as appropriate (depending on the Risk Level), sampling of the site effluent and receiving waters. A Qualified SWPPP Practitioner shall be responsible for implementing the BMPs at the site and performing all required monitoring and inspection/maintenance/repair activities.

Mitigation Measure HYD-2: The project applicant shall fully comply with the Water Board stormwater permit requirements, including Provision C.3 of the MRP. The project applicant shall prepare and implement a SCP for the project. The SCP shall be submitted to the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department for review and approval prior to the issuance of any permits for ground disturbing activities. The SCP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project. At a minimum, the SCP for the project shall include:

- An inventory and accounting of existing and proposed impervious areas.

- Low Impact Development (LID) design details incorporated into the project. Specific LID design may include, but is not limited to: using pervious pavements and green roofs, dispersing runoff to landscaped areas, and/or routing runoff to rain gardens, cisterns, swales, and other small-scale facilities distributed throughout the site.
- Measures to address potential stormwater contaminants. These may include measures to cover or control potential sources of stormwater pollutants at the project site.
- A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which will include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan must be finalized prior to issuance of building permits for the project.

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (Less-Than-Significant Impact)

The proposed project would include the installation of new water lines on the project site that would connect to the existing 8-inch main located within Sunnyhills Court. Although no use of groundwater is proposed for the proposed project, some dewatering may be required during construction. Any dewatering activities would be expected to be temporary in nature. Therefore, the proposed project would not deplete groundwater supplies or interfere substantially with groundwater recharge and this impact would be less than significant.

c. Would the project 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 off-site; 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? (Less Than Significant with Mitigation Incorporated)

The proposed project would not alter the course of a stream or river. The project site is located in a developed area and would not substantially alter the existing drainage patterns in a manner that would result in substantial erosion or siltation on- or off-site. Furthermore, compliance with construction- and operation phase stormwater requirements (Mitigation Measures HYD-1 and HYD-2) would further ensure that development of the project would not result in substantial erosion or siltation on- or off-site. Therefore, this impact would be less than significant.

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation? (No Impact)

The project site is not located within a 100-year flood hazard zone as mapped by FEMA and is not located within a mapped dam failure inundation area.³³ There are no levees protecting the site from flooding and as a result, no risk of failure. The project site and surrounding areas are generally level and would not be subject to mudflows. The project site is not located within a mapped tsunami area for Milpitas³⁴ and no seismically induced seiche waves have been documented in the San Francisco Bay throughout history.³⁵ Therefore, the site is not at risk of inundation and no impacts related to pollutant releases as a result of inundation at the project site would occur.

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (Less Than Significant with Mitigation Incorporated)

As noted in Section 4.10.a, implementation of Mitigation Measures HYD-1 and HYD-2 would require preparation and implementation of both a SWPPP and SCP, and would ensure that the proposed project would have a less-than-significant impact related to stormwater runoff. Therefore, the proposed project would not obstruct implementation of a water quality control plan or sustainable groundwater management plan.

³³ Federal Emergency Management Agency, 2014. FEMA Flood Map Service Center (map). Website: <https://msc.fema.gov/portal/search?AddressQuery=1724%20Sunnyhills%20Court%2C%20Milpitas#searchresultsanchor> (accessed May 2020).

³⁴ California, State of, 2009. *California Emergency Management Agency. Tsunami Inundation Map for Emergency Planning: Milpitas Quadrangle*. July 31.

³⁵ Association of Bay Area Governments and Metropolitan Transportation Commission, 2013. *Plan Bay Area*. July 18.

4.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

a. Would the project physically divide an established community? (Less-Than-Significant Impact)

The physical division of an established community typically refers to the construction of a physical feature (such as an interstate highway or railroad tracks) or removal of a means of access (such as a local road or bridge) that would impair mobility within an existing community, or between a community and outlying area. For instance, the construction of an interstate highway through an existing community may constrain travel from one side of the community to another; similarly, such construction may also impair travel to areas outside the community.

The project site is located in an urban area in the City of Milpitas and is surrounded by residential and commercial uses. The proposed project would result in redevelopment of an existing leasing office/community building site within an existing apartment complex with additional residential units, a new leasing office/community building, and associated improvements. The proposed project would not require the construction of any new infrastructure that would divide an established community, and would not remove any means of access. The proposed project would not result in a physical division of an established community or adversely affect the continuity of land uses in the vicinity. This impact would be less than significant.

b. Would the project 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? (Less-Than-Significant Impact)

The City of Milpitas General Plan Land Use Map designates the project site as MFH and the City's Zoning Map identifies the project site as R3. Multi-family residential uses are permitted with a density of 12 to 20 units per gross acre. The proposed project would have a density of 17 units per acre, and therefore would be consistent with the City's Zoning Ordinance.

As noted in Section 2.0, Project Description, the project site is subject to the conditions of a PUD, and therefore the proposed project would require a PUD Amendment. The purpose of Planned Unit Development approval is to allow diversification in the relationships of various buildings, structures, and open spaces in planned building groups and the allowable heights of said buildings and structures, while insuring substantial compliance to the underlying zoning district regulations.

Pursuant to Section XI-10-54.07(b)(6), the following standard requirements must be met for the City to grant a Planned Unit Development permit: a) the proposed development will result in an intensity of land utilization no higher than, and standards of open spaces at least as high as, permitted or specified otherwise for such development in the General Plan, Zoning Ordinance, and Subdivision Ordinance; b) the development will not create traffic congestion pursuant to CEQA; and c) for residential development in the Valley Floor Planning Area, as defined in the Milpitas General Plan Land Use Element, the maximum dwelling unit density per gross acre shall be the upper limit of the corresponding General Plan density range within each zoning designation. In addition, the following specific findings pursuant to Section XI-10-54.07(B)(6)(d) must be met to grant a Planned Unit Development permit: i) development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts; ii) the proposed Planned Unit Development is consistent with the Milpitas General Plan; and iii) the proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction, or loss of privacy that are not mitigated to acceptable levels. These findings apply to amendments to an existing PUD as well.

The proposed project requires a PUD amendment because it would modify the site layout of an existing PUD with the construction of the new units; requests a reduction of parking stall dimensions; requests that 35 units be exempted from the 200 square-foot minimum private open space requirement; and would remove an existing common space area to accommodate the 44 new units.

As noted above, the project site has a General Plan Land Use designated of MFH and is located within the R3 zoning district which allows a density of 12 to 20 units per gross acre, and the proposed project would result in a density of 17 units per gross acre. Additionally, Section XI-10-4.05 requires 25 percent of the total lot area to be landscaped or recreational open space, and that an average of 200 square feet of useable open space be provided. As described in Section 2.0, Project Description, the proposed project would provide a total of 62 percent of the lot area for open space, and an average of 246 square feet of useable open space per unit. As noted in Section 4.17, Transportation, and Appendix I, the proposed project would generate less than 100 peak hour trips, and therefore would not result in new traffic congestion.

In addition to the standards above, the following findings must also be made: i) development of the site under the provisions of the Planned Unit Development will result in public benefit not otherwise attainable by application of the regulations of general zoning districts; ii) the proposed Planned Unit Development is consistent with the Milpitas General Plan; and iii) the proposed development will be in harmony with the character of the surrounding neighborhood and will have no adverse effects upon the adjacent or surrounding development, such as shadows, view obstruction, or loss of privacy that are not mitigated to acceptable levels.

It should be noted that according to CEQA, policy conflicts do not, in and of themselves, constitute a significant environmental impact. Policy conflicts are considered to be environmental impacts only when they would result in direct physical impacts or where those conflicts relate to avoiding or mitigating environmental impacts. As such, associated physical environmental impacts are discussed

in this Initial Study under specific topical sections. The proposed project would not result in any direct physical impacts that cannot be mitigated to a less-than-significant level.

Although the proposed project would require a PUD Amendment, the proposed project would not substantially conflict with the intent of the City's General Plan or zoning regulations. Therefore, the proposed project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect and this impact would be less than significant.

4.12 MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☐	☒

a. Would the project 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? (No Impact)

The project site is located within an urban area on a previously developed site and there are no known mineral resources within the vicinity of the project site that would be of value to the region or to the State. The City of Milpitas General Plan identifies four areas designated by the State Geologist as containing Regionally Significant Construction Aggregate Resources.³⁶ However, each of these mineral resource areas are located in the foothills outside City limits. As such, development of the proposed project would not result in the loss of availability of a known mineral resource of value to the region or residents of the State, and there would be no impact related to the availability of mineral resources.

b. Would the project 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? (No Impact)

Refer to Section 4.12.a. The proposed project would not result in the loss of availability of any known locally important mineral resource recovery site. Therefore, no impact related to the availability of a mineral resources recovery site would occur.

³⁶ Milpitas, City of, 2015. General Plan Open Space & Environmental Conservation Element. Available online at: www.ci.milpitas.ca.gov/pdfs/plan_plan_general_chapter4.pdf (accessed May 2020).

4.13 NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

The following provides an overview of the characteristics of sound and vibration as well as the regulatory framework that applies to noise within the vicinity of the project site. The existing noise environment in and around the project site is also described.

Characteristics of Sound. Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, or sleep. Several noise measurement scales exist that are used to describe noise in a particular location. A decibel (dB) is a unit of measurement that indicates the relative intensity of a sound. Sound levels in dB are calculated on a logarithmic basis. An increase of 10 dB represents a ten-fold increase in acoustic energy, while 20 dB is 100 times more intense and 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness; and similarly, each 10 dB decrease in sound level is perceived as half as loud. Sound intensity is normally measured through the A-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for 24-hour sound measurements which better represent how humans are more sensitive to sound at night. As noise spreads from a source, it loses energy so that the farther away the noise receiver is from the noise source, the lower the perceived noise level would be. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dB reduction in the noise level for each doubling of distance from a single point source of noise to the noise sensitive receptor of concern.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. Equivalent continuous sound level (L_{eq}) is the total sound energy of time varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq} , the community noise equivalent level (CNEL), and the day-night average level (L_{dn}) based on dBA. L_{dn} , sometimes denoted as DNL, represents the time varying noise over a 24-hour period, with a 10 dBA weighting factor applied to noise occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours).

L_{dn} is similar to the CNEL scale, but without the adjustment for events occurring during the evening relaxation hours of 7:00 p.m. to 10:00 p.m.

Characteristics of Vibration. Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernible. Typically, there is more adverse reaction to effects associated with the shaking of a building. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as the motion of building surfaces, the rattling of items on shelves or hanging on walls, or a low-frequency rumbling noise. The rumbling noise is caused by the vibration of walls, floors, and ceilings that radiate sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Problems with both ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet from the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet.³⁷ When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. It is assumed for most projects that the roadway surface will be smooth enough that ground-borne vibration from street traffic will not exceed the impact criteria; however, both the construction of the project could result in ground-borne vibration that may be damaging.

Ground-borne vibration has the potential to damage buildings. Although it is very rare for typical construction activities to cause even cosmetic building damage, it is not uncommon for construction processes such as blasting and pile driving to cause vibration of sufficient amplitudes to damage nearby buildings. Ground-borne vibration is usually measured in terms of vibration velocity, either the root-mean-square (RMS) velocity or peak particle velocity (PPV). The PPV is used to characterize potential for damage.

Regulatory Framework. The City addresses noise in the Noise Element of the General Plan³⁸ and in Chapter 213 of the City's Municipal Code (Noise Ordinance).³⁹ The Noise Element of the City's General Plan provides an understanding of existing and future noise conditions within the City, establishes a basis for evaluating potential noise impacts on future development, and includes policy statements to guide public and private planning to attain and maintain acceptable noise levels. The City's Noise Compatibility Standards are shown in Table 4.G. As shown in Table 4.G, the "normally acceptable" noise level for multi-family residential uses is 65 dBA L_{dn} , with a "conditionally

³⁷ California Department of Transportation, 2013. *Caltrans Transportation and Construction Vibration Guidance Manual*. September.

³⁸ Milpitas, City of, 2010. *Milpitas General Plan*. April.

³⁹ Milpitas, City of, 2020. *Milpitas Municipal Code*. Chapter 213.

acceptable” range between 60 dBA and 70 dBA. The “normally unacceptable” noise level is between 70 dBA and 75 dBA L_{dn} .

Table 4.G: City of Milpitas Noise Compatibility Standards

Land Use Category	Community Noise Exposure, L_{dn} or CNEL, dB						
	55	60	65	70	75	80	85
Residential – Low Density Single Family, Duplex, Mobile Homes							
Residential Multi-Family							
Transient Lodging Motels, Hotels							
Schools, Libraries, Churches, Hospitals, Nursing Homes							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arena, Outdoor Spectator Sports							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Business Commercial and Professional							
Industrial, Manufacturing, Utilities, Agriculture							

Normally Acceptable

Conditionally Acceptable

Normally Unacceptable

Clearly Unacceptable

Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements. Buildings are of conventional construction.

New construction or development should be undertaken only after a detailed analysis of noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

New construction or development should generally not be undertaken.

Source: *City of Milpitas General Plan* (2010).

Additionally, the following Implementation Policies from the City's General Plan would be applicable to the proposed project:

- 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 proposed use.
- 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-7: Avoid residential DNL exposure increases of more than 3 dB or more than 65 dB at the property line, whichever is more restrictive.
- Policy 6-I-12: New noise-producing facilities introduced near sensitive land uses which may increase noise levels in excess of “acceptable” levels will be evaluated for impact prior to approval; adequate mitigation at the noise source will be required to protect noise-sensitive land uses.
- 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.

Chapter 213 of the City's Municipal Code prohibits construction activities outside of the hours of 7:00 a.m. to 7:00 p.m. on weekdays and weekends, and on holidays except during emergencies. The noise ordinance also contains residential zone regulations in Section V-213-3(a). The residential zone regulations stipulate that it is unlawful for any person in any residential zone to make or cause any disturbing noise, such as amplified music, horns, or yelling, that increases the ambient noise level by 3 dB or to greater than 65 dB, whichever is more restrictive. The residential zone regulations also stipulate that it is unlawful for any person in a residential zone to make or cause 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 100 feet from any nonstationary noise source.

Because the City of Milpitas does not have established vibration thresholds related to potential damage, vibration standards included in the Federal Transit Administration's (FTA) Transit Noise and Vibration Impact Assessment⁴⁰ are used in this analysis. The criteria for environmental impact from groundborne vibration are based on the maximum levels for a single event. FTA guidelines show that a vibration level of up to 0.5 inches per second [in/sec] in peak particle velocity [PPV] is considered safe for buildings consisting of reinforced concrete, steel, or timber (no plaster), and

⁴⁰ Federal Transit Administration, 2018. Office of Planning and Environment. *Transit Noise and Vibration Impact Assessment*, FTA-VA-90-1003-06. September.

would not result in any construction vibration damage. For a non-engineered timber and masonry building, the construction building vibration damage criterion is 0.2 in/sec in PPV.

Existing Noise Conditions. Certain land uses are considered more sensitive to noise than others. Examples of these include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The project site is bound by existing apartment complex buildings to the north, west, and south, and by single-family residential uses to the east. The Sunnyhills Apartment complex is bound by Dixon Road to the north, residential uses to the east and south, and commercial uses including the City Square Center to the west.

Existing Ambient Noise Level Measurements. The ambient noise environment in the vicinity of the project site is affected by a variety of noise sources. While noise associated with aircraft flyovers and sporadic events such as trash pick-up activities occur in the project area, the major sources of noise are traffic on the roadways surrounding the project site and impacts from parking lot and loading activities from the City Square Center. One long-term (72-hour) noise measurement (LT-1) was conducted May 8, 2020 through May 11, 2020 on the project site to establish the existing ambient noise environment on the project site. While noise measurements were gathered during a potentially quieter time due to the shelter-in-place conditions in effect at the time pursuant to the Order of the Santa Clara County Health Officer (effective April 29, 2020), the results were compared to the noise contours within the City's General Plan and it appears that noise levels are generally consistent. Data collected during the noise measurements are summarized in Table 4.H. The noise measurements indicate that ambient noise at the project site approaches 54 dBA L_{dn} . The noise measurement location is shown in Figure 4-1 and noise measurement sheets are provided in Appendix H.

**Table 4.H: Long-Term Ambient Noise Level Measurements
(May 8- May 11, 2020)**

Location	Days	Daytime Noise Levels ¹ (dBA L_{eq})	Nighttime Noise Levels ² (dBA L_{eq})	Daily Noise Level (dBA L_{dn})	Maximum Daily Noise Level (dBA L_{dn})
LT-1: Along Sunnyhills Court in existing grass area, 150 feet west of the existing leasing office/community building	Friday and Monday	45.8 – 54.2	38.7 – 50.5	53.5	53.5
	Saturday and Sunday	42.8 – 53.4	38.3 – 47.8	52.5	

Source: Compiled by LSA. (May 8-11, 2020).

¹ Daytime Noise Levels = noise levels during the hours of 7:00 a.m. to 7:00 p.m.

² Nighttime Noise Levels = noise levels during the hours of 10:00 p.m. to 7:00 a.m.

dBA = A-weighted decibels

L_{dn} = day-night average noise level

L_{eq} = equivalent continuous sound level

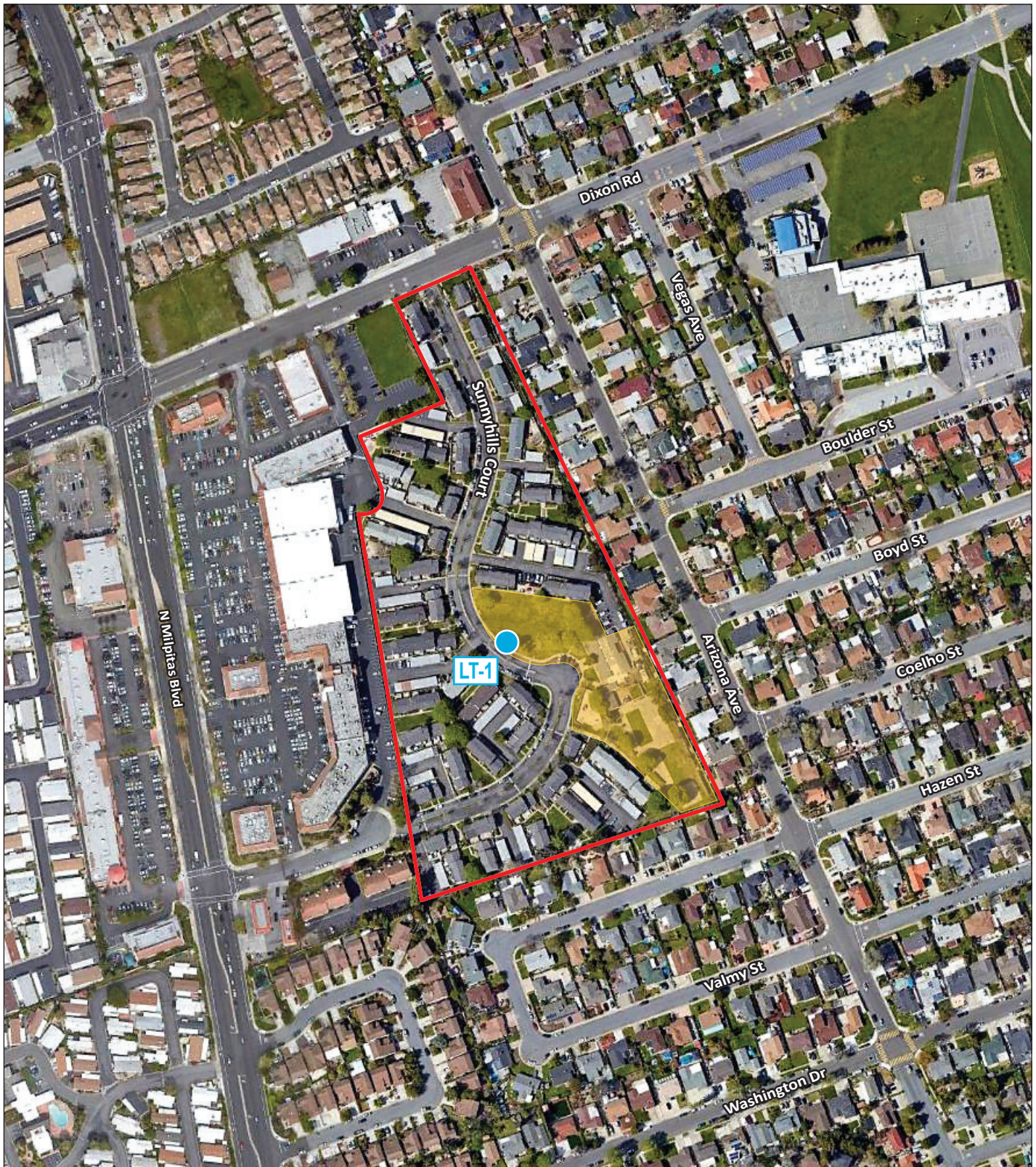
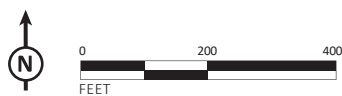


FIGURE 4-1

LSA



- LT1 Long-term Noise Monitoring Location (72 hours)
- Existing Sunnyhills Apartments
- Project Site

1724 Sunnyhills Court Project IS/MND
Noise Monitoring Location

SOURCES: GOOGLE EARTH, 3/28/18; LSA, 2020.

P:\MLP1902.02 1724 Sunnyhills\PRODUCTS\Graphics\Figure_3-1.ai (6/1/2020).

- a. *Would the project result in 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? (Less Than Significant with Mitigation Incorporated)*

Construction Noise Impacts. Implementation of the proposed project would include construction activities that would result in a substantial temporary increase in ambient noise levels in the vicinity of the project site.

The closest sensitive receptors would be the existing apartment buildings located within the Sunnyhills Complex to the north and single-family homes to the east and south with the closest existing façade approximately 12 feet away. Project construction would result in short-term noise impacts to these sensitive receptors. Maximum construction noise would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of noise impacts generally would be from one day to several days depending on the phase of construction. Project construction would occur for approximately 12 months. The level and types of noise impacts that would occur during construction are described below.

Short-term noise impacts would occur during grading and site preparation activities. Table 4.I lists maximum noise levels recommended for noise impact assessments for typical construction equipment, based on a distance of 50 feet between the equipment and a noise receptor. Construction-related short-term noise levels would be higher than existing ambient noise levels in the project area, but would no longer occur once construction of the proposed project is complete.

Table 4.I: Typical Construction Equipment Noise Levels

Equipment Description	Acoustical Usage Factor (%)	Maximum Noise Level (L _{max}) at 50 Feet ¹
Compressor	40	80
Cranes	16	85
Dozers	40	85
Drill Rig	20	84
Flat Bed Trucks	40	84
Forklift	20	85
Front-end Loaders	40	80
Generator	50	82
Man-lift	20	85
Rollers	20	85
Water Truck	40	84
Welder	40	73

Source: Roadway Construction Noise Model (FHWA 2006).

Note: Noise levels reported in this table are rounded to the nearest whole number.

¹ Maximum noise levels were developed based on Spec 721.560 from the Central Artery/Tunnel program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.

L_{max} = maximum instantaneous sound level

Two types of short-term noise impacts could occur during construction of the proposed project. The first type involves construction crew commutes and the transportation of construction equipment and materials to the site for the proposed project, which would incrementally increase noise levels on roads leading to the site. As shown in Table 4.I, there would be a relatively high single-event noise exposure potential at a maximum level of 85 dBA L_{max} with trucks passing at 50 feet.

The second type of short-term noise impact is related to noise generated during demolition, excavation, grading, and construction on the project site. Construction is performed in discrete steps, or phases, each with its own mix of equipment and, consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on site. Therefore, the noise levels vary as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase.

Table 4.I lists maximum noise levels recommended for noise impact assessments for typical construction equipment, based on a distance of 50 feet between the equipment and a noise receptor. Average maximum noise levels range up to 85 dBA L_{max} at 50 feet during the noisiest construction phases. The site preparation phase, including excavation and grading of the site, tends to generate the highest noise levels because earthmoving machinery is the noisiest construction equipment. Earthmoving equipment includes excavating machinery such as backfillers, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full-power operation followed by 3 or 4 minutes at lower power settings.

As identified above, the project site is immediately adjacent to existing apartment buildings to the north and single-family homes to the east with the closest existing façade approximately 12 feet away. While construction noise levels have the potential to exceed 97 dBA L_{max} when construction activities occur near the edge of construction, assuming a 6 dBA reduction for every doubling of distance, the average construction noise levels would be 79 dBA L_{max} based on a distance of 100 feet which is generally the center of the project site. This noise level would be higher than existing noise levels at the off-site residences. Construction noise is permitted by the Chapter 213 of the City's Municipal Code when activities occur between the hours of 7:00 a.m. and 7:00 p.m.

As discussed above, construction noise could result in a temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. Implementation of the following mitigation measure would reduce potential construction period noise impacts to sensitive receptors to less-than-significant levels.

Mitigation Measure NOI-1: The project contractor shall implement the following measures during construction of the project:

- Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.

- Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active project site.
- Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active project site during all project construction activities.
- Ensure that all construction related activities are restricted to the hours of 7:00 a.m. and 7:00 p.m.
- Designate an on-site "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and would determine and implement reasonable measures warranted to correct the problem.

Although there would be high intermittent noise generated during the temporary construction period, construction of the proposed project would not significantly affect land uses adjacent to the project sites. In addition, construction of the project would comply with the hourly limits specified by the City, as required by Mitigation Measure NOI-1. Therefore, project impacts related to temporary and periodic increases in ambient noise levels would be less than significant.

Long-Term Noise Impacts. The proposed project would generate long-term noise impacts from traffic noise sources, as discussed below.

In order to assess the potential traffic impacts related to the proposed project, information was utilized from the Traffic Operations Report⁴¹ for the proposed project. Based on the analysis results, it was determined that up to an additional 322 average daily trips (ADT) would be generated by the project. Of the 322 new trips generated by the proposed project, 64 percent of the trips, or 206 trips, would be added to Milpitas Boulevard while 36 percent, or 118 trips, would be added to Dixon Road. Based on traffic counts gathered in 2005 supporting the City's Traffic Volumes Map,⁴² the ADT along Dixon Road was determined to be 3,400 and the ADT along Milpitas Boulevard was determined to be 20,533. Assuming a 1 percent per year growth, the 2020 traffic volumes were estimated to be 3,950 along Dixon Road and 23,800 along Milpitas Boulevard. The following equation was used to determine potential noise impacts:

⁴¹ Hexagon Transportation Consultants, Inc. 2020. *Traffic Operations Analysis Report for 1724 Sunnyhills Court Townhouse Project*. May 28.

⁴² Milpitas, City of, 2007. *City of Milpitas Traffic Volumes Map*. Available online at: http://www.ci.milpitas.ca.gov/pdfs/trans_traffic_volume_map.pdf (accessed May 2020).

$$\text{Change in } L_{dn} = 10 \log_{10} [V_{e+p}/V_{\text{existing}}]$$

Where: V_{existing} = the existing daily volume

V_{e+p} = existing daily volumes plus project

Change in L_{dn} = the increase in noise level due to the project

The results of the calculations show that an increase of approximately 0.2 dBA L_{dn} is expected along Dixon Road and an increase of less than 0.1 dBA L_{dn} is expected along Milpitas Boulevard. A noise level increase of less than 1 dBA would not be perceptible to the human ear; therefore, the traffic noise increase along Dixon Road and Milpitas Boulevard would be less than significant.

Land Use Compatibility. The dominant sources of noise in the project vicinity are traffic noise from roadways in the project vicinity and the commercial center to the west.

Exterior Noise Assessment. As shown in Table 4.H, the existing measured noise levels on the project site, which include traffic on surrounding major roadways, traffic internal to the existing apartment complex, and operations at the commercial center to the west, approach 54 dBA L_{dn} . The City sets forth normally acceptable noise level standards for land use compatibility and interior noise exposure of new development. The normally acceptable exterior noise level for multi-family residential uses is 65 dBA L_{dn} which specifies that the land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction and would not need any special noise insulation requirements. The normally acceptable interior noise level for single-family homes is 45 dB L_{dn} , or less and mechanical ventilation is required where a windows-closed condition is required to obtain interior noise levels less than 45 dBA L_{dn} .

In order to calculate the future traffic noise levels for the Year 2040 conditions, the following equation was utilized:

$$(\Delta) = 10 \log \left(\frac{a}{b} \right)$$

where: (Δ) = change in noise level (dBA) due to traffic volume increase

a = future ADT volume assuming a 1% per year growth factor

b = existing ADT volume

The results of the calculation show an increase of 0.9 dBA L_{dn} for future conditions with future noise levels approaching 55 dBA L_{dn} . Therefore, noise levels would remain in the normally acceptable range and the proposed project would be a conforming land use.

Interior Noise Assessment. As discussed above, the City's interior noise level standard of 45 dBA L_{dn} or less is required for all noise-sensitive rooms. Based on the future expected noise level of 55 dBA L_{dn} , a minimum noise reduction of 10 dBA would be required.

The interior noise levels were calculated from the exterior noise levels and based on the United States Environmental Protection Agency's (EPA) Protective Noise Levels (1978),⁴³ with a combination of exterior walls, doors, and windows. Standard construction in California residential buildings would provide an exterior-to-interior noise reduction of 12 dBA or more with windows open (the national average is 15 dBA with windows open). Therefore, with standard building construction, interior noise levels would meet the City's noise standard and this impact would be less than significant.

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels? (Less Than Significant with Mitigation Incorporated)

Ground-borne vibration from construction activity has the potential to be high when activities occur near project boundaries but would be mostly low to moderate as activities are more central to the project site. While there is currently limited information regarding vibration source levels, the levels shown in Table 4.J are utilized in this analysis and are based on the FTA Manual.

Table 4.J: Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/ L_v at 25 Feet	
	PPV (in/sec)	L_v (VdB) ¹
Hoe Ram	0.089	87
Large Bulldozer	0.089	87
Caisson Drilling	0.089	87
Loaded Trucks	0.076	86
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Source: *Transit Noise and Vibration Impact Assessment* (FTA 2018).

¹ RMS VdB re 1 μ in/sec.

μ in/sec = microinches per second

FTA = Federal Transit Administration

in/sec = inches per second

L_v = velocity in decibels

PPV = peak particle velocity

RMS = root-mean-square

VdB = vibration velocity in decibels

The distance to the nearest buildings for vibration impact analysis is measured between the nearest off-site buildings and the project boundary (assuming the construction equipment would be used at or near the project boundary). The formula for vibration transmission is provided below.

$$PPV_{\text{equip}} = PPV_{\text{ref}} \times (25/D)^{1.5}$$

⁴³ United States Environmental Protection Agency (EPA). 1978. Protective Noise Levels, Condensed Version of EPA Levels Document, EPA 550/9-79-100. November.

As stated above, it would take a minimum of 0.2 in/sec PPV for damage to occur to a non-engineered timber and masonry building. The project site is bounded by immediately adjacent existing residential uses to the north, east, and south. The closest structures are approximately 12 feet from the project construction area limits. Utilizing the equation above, the operation of typical heavy construction equipment such as large bulldozers and jackhammers would generate ground-borne vibration levels of 0.27 in/sec PPV which would exceed the 0.2 in/sec PPV guideline that is considered safe for non-engineered timber and masonry buildings, and therefore would be potentially significant. Implementation of the following mitigation measure during project construction would reduce potential vibration impacts for receptors within 15 feet of project construction activities to a less-than-significant level.

Mitigation Measure NOI-2: During all construction activities the project construction contractor shall restrict the usage of large bulldozers or other similarly heavy construction equipment within 15 feet of the existing buildings to the north of proposed Buildings A and B and to the west of proposed Buildings E and F.

Implementation of Mitigation Measure NOI-2 would result in vibration levels of 0.19 in/sec PPV, which would be below the 0.2 in/sec PPV level considered safe. Therefore, with implementation of Mitigation Measure NOI-2, the project would not result in damage associated with construction vibration impacts.

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? (Less-Than-Significant Impact)

The project site is not located within the vicinity of a private airstrip. The closest private airport to the project site is the Regional Medical Center heliport (88CA), located approximately 7 miles south of the project site.

The proposed project site is not within an airport land use plan, or within 2 miles of a public airport or public use airport. The closest airport to the project site is the Norman Y. Mineta San José International Airport, located approximately 5.7 miles southwest of the project site. The project site is not within the 65 dBA CNEL noise contours of this or any other airport.⁴⁴ Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels and impacts would be less than significant.

⁴⁴ Santa Clara County Airport Land Use Commission, 2016. *Comprehensive Land Use Plan for Norman Y Mineta San José International Airport*. November 16.

4.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

- a. *Would the project 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)? (Less-Than-Significant Impact)*

The proposed project would include the construction of 44 townhome units within an existing apartment complex. Based on Section XI-1-9.05 of the City's Municipal Code, the proposed project would increase the local population by approximately 125 persons.⁴⁵ The current population of the City is estimated to be approximately 78,106.⁴⁶ The anticipated population growth associated with the proposed project represents a less than 1 percent increase to the City's current population. The City's population is projected to grow to a total of 103,790 by 2040.⁴⁷ The proposed project represents approximately 0.5 percent of the population growth anticipated through 2040. Therefore, the proposed project would not result in substantial unplanned population growth in the area, and this impact would be less-than-significant.

- b. *Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (Less-Than-Significant Impact)*

The project site is currently developed with the leasing office/community building and surrounding play areas within an existing apartment complex and does not contain any residential uses. Construction of the proposed project would not displace existing residents within the nearby apartment buildings. Therefore, the proposed project would not result in the displacement of people or housing and would not require the construction of replacement housing elsewhere, and there would be no impact.

⁴⁵ Milpitas, City of, 2019. *Milpitas Municipal Code*. Section XI-1-9.05. June 11.

⁴⁶ Milpitas, City of, 2019. Milpitas Economic Development. Website: www2.ci.milpitas.ca.gov/economicdev (accessed June 2020).

⁴⁷ Association of Bay Area Governments and Metropolitan Transportation Commission, 2017. *Projections 2040*. Website: projections.planbayarea.org (accessed June 2020).

4.15 PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

- a. *Would the project 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? (Less-Than-Significant Impact)*

Fire Protection. Fire suppression, emergency medical and rescue services, and other life safety services are provided to the project area and the site by the Fire Department. There are four fire stations within the City, with the closest to the project site being Fire Station 3 at 45 Midwick Drive, approximately 0.7 miles south of the project site.

As noted above, the proposed project would result in an incremental increase in the population of the City and therefore incrementally increase the demand for emergency fire services and emergency medical services. However, the proposed project would be required to comply with all applicable codes for fire safety and emergency access. In addition, the Fire Department would also review the site plans and Fire Access Plan for the proposed project to ensure that adequate emergency access is provided prior to issuance of a building permit.

The City's General Plan identifies an estimated population of approximately 106,000 by 2035, which is less than current population projections for the City by 2040, as described in Section 4.14.a. The General Plan does not identify a need for new or expanded fire services related to this population growth. Additionally, the City maintains mutual aid agreements with area municipal and County fire

departments through the Santa Clara County Local Mutual Aid Plan, with the California Department of Forestry and Fire Protection, and through the statewide mutual aid agreement.⁴⁸ Therefore, the Fire Department would continue providing services to the project site and would not require additional firefighters to serve the proposed project. The construction of a new or expanded fire station would also not be required. The proposed project would not result in a significant impact on the physical environment due to the incremental increase in demand for fire protection and life safety services, and the potential increase in demand for service is not expected to adversely affect existing response times to the site or within the City. Therefore, construction and operation of the proposed project would have a less-than-significant impact on fire protection and safety services and facilities.

Police Protection. The City of Milpitas Police Department (Police Department) provides police protection to the project area and project site. The Police Department headquarters are located at 1275 N. Milpitas Boulevard, approximately 0.6 miles south of the project site. Development of the proposed project would increase the population on the project site and incrementally increase demand for emergency police services to the project site. However, the Police Department would continue to provide service to the project site and would not require additional officers to serve the project site, as the City is meeting its goal for response times to in-progress emergencies (Priority 1 calls) and the proposed project represents only approximately 0.5 percent of the population growth anticipated through 2040. The construction of new or expanded police facilities would not be required. Therefore, the proposed project would not result in a substantial adverse impact associated with the provision of additional police facilities or services, and impacts to police services represent a less-than-significant impact.

Schools. The Milpitas Unified School District (MUSD) operates 16 schools, including a child development center, 10 elementary schools (grades K-5), 2 middle schools (grades 6-8), one high school (grades 9-12), one continuation high school, and one adult education school.⁴⁹

The estimated number of students the proposed project would generate is derived by multiplying the number of students per dwelling unit (the student yield factor) by the number of dwelling units in the proposed project (44 new units). MUSD has not developed student generation rates to estimate the number of students that might be anticipated with new development. However, the California State Allocation Board Office of Public School Instruction reports that the Statewide student yield factor of 0.7 students per dwelling unit is applicable for unified school districts. Applying the Statewide average student yield factor, the proposed project would generate up to 31 new students.

Senate Bill 50 (SB 50), which revised the existing limitation on developer fees for school facilities, was enacted as urgency legislation which became effective on November 4, 1998 as a result of the California voters approving a bond measure (Proposition 1A). SB 50 established a 1998 base amount of allowable developer fees (Level One fee) for residential construction (subject to adjustment) and

⁴⁸ Milpitas, City of, 2018. Op. cit.

⁴⁹ Milpitas Unified School District, 2018. Website: www.musd.org/about.html (accessed April 3, 2019).

prohibits school districts, cities, and counties from imposing school impact mitigation fees or other requirements in excess or in addition to those provided in the statute.

The MUSD requires payment of a school impact fee of \$4.34 per square foot of residential development. The project applicant would be required to pay this fee, prior to issuance of a certificate of occupancy. The MUSD is responsible for implementing the specific methods for mitigating school impacts under the Government Code. These fees would be directed towards maintaining adequate service levels, which would ensure that any impact to schools that could result from the proposed Project would be offset by development fees, and in effect, reduce potential impacts to a less-than-significant level.

Parks. Development of the proposed project could increase the use of parks within the vicinity of the project site, including Albert Augustine Jr. Memorial Park and Dixon Landing Park, and within the region, including Ed R. Levin County Park and the Mission Peak Regional Preserve. However, this increase in use is not expected to adversely affect the physical conditions of local and regional open space areas or recreational facilities, or require the provision of new parks or facilities. Specifically, the proposed project is anticipated to increase the City population by less than one half of one percent. The proposed project would not result in a substantial increase in demand for park or recreation services in the vicinity, such that new facilities would be required to serve the project. Therefore, the proposed project would have a less-than-significant impact related to the provision of park and recreational facilities.

Other Public Facilities. Development of the proposed project could also increase demand for other public services, including libraries, community centers, and public health care facilities. However, due to the minimal increase in population, the proposed project would not result in a substantially increase the use of these facilities, such that new facilities would be needed to maintain service standards, as these facilities are not currently overused and have capacity to serve new demand. Therefore, impacts to other public facilities would be less than significant.

4.16 RECREATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

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? (Less-Than-Significant Impact)

As discussed in Section 4.14, Public Services, residents of the proposed project would be expected to use local parks and community facilities within the City as well as regional recreational facilities. Although the proposed project would incrementally increase use of these facilities, this minor increase in use is not expected to result in substantial physical deterioration of local parks, trails, and community centers and this impact would be less than significant. Specifically, the proposed project is anticipated to increase the City's population by less than one half of one percent and these facilities are anticipated to have capacity to serve this minimal increase in demand.

As described in Section 2.0, Project Description, the project site includes a play area that would be removed as a result of implementation of the proposed project. The proposed project would result in an approximately 8 percent (33,576-square-foot) overall reduction in open space area. However, the proposed project would still provide approximately 231,376 square feet of open space, including 53,049 square feet of useable common open space and 40,527 square feet of useable private open space. Therefore, the proposed project would have a less-than-significant impact on existing parks or other recreational facilities.

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? (Less-Than-Significant Impact)

The proposed project would involve redevelopment of the project site with residential uses. The proposed project does not include or require the construction or expansion of existing public recreational facilities. Therefore, development of the proposed project and associated recreational opportunities for use by project residents would not result in additional environmental effects beyond those described in this document, and no impact would occur.

4.17 TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

The following section is based on information provided in the Traffic Operations Analysis⁵⁰ (TOA) and VMT Findings⁵¹ prepared for the proposed project by Hexagon Transportation Consultants. The TOA evaluates the transportation impacts that could result from the proposed project, including impacts associated with traffic congestion, transit services, and pedestrian and bicycle circulation. The TOA is included as Appendix I of this report, and the VMT Findings are included as Appendix J.

a. Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? (Less-Than-Significant Impact)

The TOA prepared for the proposed project was conducted according to the requirements and standards set forth by the City of Milpitas, the Valley Transportation Authority (VTA), and the County of Santa Clara. The VTA administers the Congestion Management Plan (CMP) of Santa Clara County.

Circulation System Analysis. 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 weekday 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 the project driveways.

⁵⁰ Hexagon Transportation Consultants, Inc. 2020. *Traffic Operations Analysis Report for 1724 Sunnyhills Court Townhouse Project*. May 28.

⁵¹ Hexagon Transportation Consultants, Inc. 2020. *VMT Findings for 1724 Sunnyhills Court Townhouse Project*. September 11.

Through empirical research, data have been collected that correlate common land uses to 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. Project trip generation was estimated by applying to the size and uses of the proposed development to the appropriate trip generation rates published by the Institute of Transportation Engineers (ITE) in the Trip Generation Manual, 10th Edition, as shown below in Table 4.K.

Table 4.K: Trip Generation

Land Use	Size	Daily Rate	Daily Trips	AM Peak Hour				PM Peak Hour			
				Rate	Total	In	Out	Rate	Total	In	Out
Townhouses ^a	44 units	7.23	322	0.46	20	5	15	0.56	25	16	9

Source: Hexagon Transportation Consultants (2020).

^a Rates based on ITE Trip Generation, 10th Edition for Multifamily Housing Low-Rise (ITE 220).

Based on trip generation rates applicable to the proposed low-rise multi-family housing use, it is estimated that the proposed project would generate 322 trips per day, with 20 trips occurring during the AM peak hour and 25 trips occurring during the PM peak hour. Therefore, because the proposed project would generate fewer than 100 net new trips during the AM and PM peak hours, a full traffic impact study is not necessary per VTA Transportation Impact Analysis Guidelines (VTA TIA Guidelines). Therefore, it can be assumed that the proposed project would not generate enough new trips such that a conflict with the CMP for Santa Clara County would occur, and this impact would be less than significant.

Pedestrian, Bicycle, and Transit Analysis. The potential impacts of the project on pedestrian, bicycle and transit are described below.

Pedestrian Facilities. According to the U.S. Census, pedestrian trips comprise approximately one percent of the total commute mode share in the City of Milpitas. For the proposed project, assuming one percent of total commute trips would be walking trips, there would be less than one pedestrian trip during each of the AM and PM peak hours. The proposed project also would generate pedestrian trips to/from transit stops, recreation areas, and employment centers. The volume of pedestrian trips generated by the project would not exceed the carrying capacity of the sidewalks and crosswalks nearby. Therefore, the proposed project would have a less-than-significant impact on pedestrian facilities.

Bicycle Facilities. U.S. Census data indicates 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 less than 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 existing bike lanes on North Milpitas Boulevard would be unaffected by the proposed project.

According to the 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 County's 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. Construction of the proposed project would not cause any of these criteria to be met. Therefore, the proposed project would have a less-than-significant impact related to bicycle facilities.

Transit Service. According to the U.S. Census, transit trips comprise approximately 3 percent of the total commute mode share in the City of Milpitas. For the proposed project, assuming 3 percent of total commute trips would be transit trips, there would be approximately one transit trip during each of the AM and PM peak hours. In addition to commute trips, there would be additional transit trips to nearby schools, parks, and shopping areas. The low volume of transit trips generated by the project would not exceed the carrying capacity of the existing transit service to the site.

According to the VTA TIA 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). The proposed project, by itself, would not require additional transit service to the area or improvements to existing transit service frequencies. The proposed project would not preclude, modify or otherwise affect existing or proposed transit projects or policies identified by the VTA. Therefore, the proposed project would have a less-than-significant impact related to transit service.

b. Would the project conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)? (Less-Than-Significant Impact)

CEQA Guidelines Section 15064.3(b)(1) states that lead agencies generally should presume that projects within 0.5 mile of an existing major transit stop or existing stop along a high quality transit corridor (HQTC) will have a less-than-significant impact related to vehicle miles traveled (VMT). The Governor's Office of Planning and Research (OPR) provided recommendations for project-specific or location-specific information that would indicate a project would still generate significant levels of VMT. For example, the presumption might not be appropriate if the project:

1. Includes more parking for use by residents, customers, or employees of the project than required by the jurisdiction (if the jurisdiction requires the project to supply parking);
2. Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the lead agency, with input from the Metropolitan Planning Organization);

3. Replaces affordable residential units with a smaller number of moderate- or high-income residential units; or
4. Has an FAR of less than 0.75

Lead agencies have discretion to develop and adopt their own thresholds, or rely on thresholds recommended by other agencies, “provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence.” Substantial evidence means “enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached.”⁵²

In this context, a discussion of OPR’s four-part criteria for the HQTC presumption are provided below.

Parking. The proposed project would not result in more parking spaces than required by the City. The apartment complex, of which the proposed project is a part of, currently provides approximately 27 fewer parking spaces than required. The proposed project itself would include 13 more parking spaces than required to serve the proposed project, and therefore the apartment complex as a whole would continue to be served by fewer than the required number of parking spaces.

Sustainable Communities Strategy. The project is consistent with the City’s General Plan and would be located adjacent to an “Opportunity Area” identified in the City’s General Plan Update. There are approximately 231,000 square feet of service retail and commercial services in the project vicinity, including a diverse mix of locally-serving businesses: pharmacy, bank, restaurants, beauty salon, bakeries, dental office, supermarket, educational facilities, self-storage, traditional retail, and religious facilities. The site is also located in pedestrian friendly area; all nearby streets include sidewalks and crosswalks at major intersections. Additionally, there is an existing bike lane (Class II) along Milpitas Boulevard and an existing bike route (Class III) along most of Dixon Landing Road, both of which are proposed in the Bikeways Master Plan for upgrades to low-stress (Class IV) facilities. In the future, the “Opportunity Area,” which the project is adjacent to, envisions increased pedestrian-oriented, mixed-use development to support a more vibrant neighborhood center.

Affordable Units. The existing apartment complex is comprised of 100 percent affordable housing. The proposed project would not result in the removal of any existing affordable units.

FAR. As previously described, the overall site on which the project is located includes 171 existing affordable housing units. The density of these existing units, and the proposed 44 new townhomes, would not meet the 0.75 FAR recommendation. However, 15 percent (7 units) of the new project units would be affordable at the extremely low income level.⁵³ Thus, the project site in aggregate would comprise 178 affordable units and 37 market rate units, resulting in a total affordable housing component of approximately 83 percent. OPR’s Technical Advisory on Evaluating Transportation

⁵² *Save Cuyama Valley v. County of Santa Barbara* (2013). 213 Cal.App.4th 1059, 1068.

⁵³ Extremely low income units are affordable to persons making up to 50 percent of the area median income.

Impact in CEQA⁵⁴ states that affordable, infill housing, may also meets the criteria for a “presumption of less than significant impact.” In addition, the number of units proposed to be added, and their design, is consistent with both the General Plan land use designation and the character of the surrounding neighborhood. If approved, the infill project would increase overall housing density from 13.5 units per acre to 17 units per acre, resulting in increased transit usage from the site. While the project does not meet the 0.75 FAR guidance in aggregate, the increase in density on the site, along with the increase in affordable housing, is consistent with OPR’s intent, which is to increase housing density in mixed use, pedestrian/bike supportive areas, with good access to transit facilities.

In summary, the proposed project is consistent with the City’s General Plan and affordable housing goals. The project would be located near a mixed-use opportunity area, in a high-quality transit corridor, with viable options for walking and biking. It would also both increase overall residential density and the number of affordable units on the existing site. Given these facts and consistent with the intent of OPR’s guidelines, the City of Milpitas as lead agency has discretion to make a finding that the proposed project would result in a less-than-significant impact related to VMT in accordance with CEQA guidelines.

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Less-Than-Significant with Mitigation Incorporated)

Access to the project site is currently provided by two existing driveways on Sunnyhills Court. The driveway to the north currently provides access to three residential buildings and the existing leasing/community building. As a part of the proposed project, this driveway would be extended south to serve the new residential buildings and connect to the south driveway, providing residents with two routes to access the project site. It is anticipated that the north driveway would serve approximately 7 AM peak hour trips and 9 PM peak hour trips, while the south driveway would serve approximately 13 AM peak hour trips and 16 PM peak hour trips.

Based on field observations, traffic at the site driveways was relatively light during the peak periods. It is anticipated that even with implementation of the proposed project, vehicles entering and exiting the site driveways would experience minimal delays and vehicle queues would rarely exceed one or two vehicles. The north and south driveways on Sunnyhills Court have throat depth of approximately 25 feet (or one vehicle) and 60 feet (or two vehicles), respectively, beyond which vehicle queues exiting the driveway would block accesses to the adjacent covered carports. However, the vehicles queuing at these locations would mostly be brief and the onsite queues would generally not interfere with traffic operations on Sunnyhills Court.

Multiple feeder driveways, serving existing residential buildings within the complex, are located on both sides of Sunnyhills Court. The north driveway does not align with the two existing driveways on the opposite side of Sunnyhills Court, but are both offset about 50 feet to the left and to the right, respectively. There is also another existing driveway beside the north driveway on Sunnyhills Court

⁵⁴ California, State of. 2018. Governor’s Office of Planning and Research. *Technical Advisory on Evaluating Transportation Impacts in CEQA*. December.

about 200 feet to the north. 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 Sunnyhills Court.

The corner sight distance at the project driveways was checked in the field and determined to be adequate. There are also multiple existing speed bumps spaced about 150 feet each on Sunnyhills Court which function as traffic calming devices that would slow down vehicular speeds. The slower vehicular speeds allow for shorter corner sight distance at the driveways. However, final design of the proposed project could result in shorter sight distances. Mitigation Measure TRA-1, described below, would reduce this impact to a less-than-significant level.

Mitigation Measure TRA-1: Prior to final design, the placement of any landscaping, monuments, signs, and on-street parking zones within the sight triangles of the site driveways shall be reviewed and approved by Public Works staff to ensure adequate corner sight distance is provided.

As part of the proposed project improvements, the existing cul-de-sac knuckle on Sunnyhills Court would be removed and the area reclaimed to accommodate the new community/leasing building. Currently, a few vehicles utilize the cul-de-sac for on-street parking and U-turn maneuvers since the roadway width of Sunnyhills Court does not accommodate U-turn movements. Based on field observations, there are between four and seven U-turn movements made during the AM and PM peak periods (about one U-turn every eight minutes max). The U-turns were mostly associated with vehicles parked on-street and at the cul-de-sac leaving and arriving at the apartment complex. It is anticipated that with the removal of the cul-de-sac, vehicles that typically make U-turns at the cul-de-sac during current conditions would use the project internal drive aisle loop to turn around within the apartment complex. In addition, because both ends of Sunnyhills Court provide good connectivity with Dixon Road and Milpitas Boulevard with full all-movement access, trucks and vehicles can effectively use either of these two access points and negate the need for U-turns.

With development of the proposed project, upon entering from Sunnyhills Court at the north driveway, vehicles would travel on the existing drive aisle that leads through some of the existing apartment buildings. After passing through the existing buildings, vehicles would make a 90-degree right turn and enter a new drive aisle for the proposed buildings. On both sides of the new drive aisle would be carports which would follow a standard 90-degree parking layout, serving the 44 new residential units. The width of the drive aisle would be 24 feet which meets the City's standards for 90-degree parking. The dimensions of the parking spaces would be 9 feet by 18 feet which meets the minimum City standards. After passing through the carports, the drive aisle would make two 90-degree right turns until it connects with another existing drive aisle which ties to the south driveway and exit back to Sunnyhills Court, completing a loop around the project parking area. The proposed project would not include any dead-end aisles.

Pedestrian access to the project site is provided at locations along the frontage on Sunnyhills Court. The proposed project would include walking paths connecting the townhouse units and carports with the existing sidewalks on Sunnyhills Court. Overall, the network of onsite pedestrian paths and existing sidewalks on the project frontages provide adequate access to the existing sidewalk network in the project vicinity.

The proposed project would include a trash collection area located adjacent to drive aisle at the north end of the parking area near to the north driveway. This location allows for efficient circulation of garbage trucks in and out of the project site. Garbage trucks and emergency vehicles could be accommodated onsite as demonstrated on the project site plans. The site plan does not show a designated loading area for delivery trucks.

Given the above, and with implementation of Mitigation Measure TRA-1, impacts associated with design hazards and site access would be less than significant. However, the TOA included a number of recommendations to further improve site access and circulation. Therefore, it is recommended that the following measures be included as conditions of approval.

Project-Specific Condition of Approval TRA-1: The proposed project should incorporate the following design measures:

- The project applicant should install ADA-compliant curb ramps at the existing north and south driveways.
- The project applicant should install yellow centerline stripes at the 90-degree turns on the drive aisle in order to enhance safety of internal two-way traffic flow.
- The project applicant should install a striped crosswalk to provide safe crossing for pedestrians using the accessible parking spaces located on the eastern side of the proposed carports.
- The project applicant should indicate where loading locations for delivery trucks would occur on the site plan.

d. Would the project result in inadequate emergency access? (Less-Than-Significant Impact)

The design, construction, and maintenance of project access locations and on-site roads would be in compliance with the City's Municipal Code and would meet all emergency access standards. The Milpitas Fire Department would also review the proposed site plan and Fire Access Plan and would provide input on final design in relation to emergency access prior to issuance of a building permit. As noted in Section 4.17.c, the proposed project would be able to accommodate emergency vehicles. Additionally, as noted in Section 4.17.a, the proposed project would not result in a significant increase in the amount of traffic volume on the local roadway network. Therefore, the project would have a less-than-significant impact on emergency access.

4.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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.	☐	☐	☒	☐

- a. *Would the project 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. (Less-Than-Significant Impact)*

Assembly Bill 52 (AB 52), which became law on January 1, 2015, provides for consultation with California Native American tribes during the CEQA environmental review process, and equates significant impacts to “tribal cultural resources” with significant environmental impacts. Public Resources Code (PRC) Section 21074 states that “tribal cultural resources” are:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe and are one of the following:
 - Included or determined to be eligible for inclusion in the California Register of Historical Resources.

- Included in a local register of historical resources as defined in subdivision (k) of PRC Section 5020.1.
- 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 PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

A “historical resource” (PRC Section 21084.1), a “unique archaeological resource” (PRC Section 21083.2(g)), or a “nonunique archaeological resource” (PRC Section 21083.2 (h)) may also be a tribal cultural resource if it is included or determined to be eligible for inclusion in the California Register.

The consultation provisions of the law require that a public agency consult with local Native American tribes that have requested placement on that agency’s notification list for CEQA projects. Within 14 days of determining that a project application is complete, or a decision by a public agency to undertake a project, the lead agency must notify tribes of the opportunity to consult on the project, should a tribe have previously requested to be on the agency’s notification list. California Native American tribes must be recognized by the California Native American Heritage Commission as traditionally and culturally affiliated with the project site, and must have previously requested that the lead agency notify them of projects. Tribes have 30 days following notification of a project to request consultation with the lead agency.

The purpose of consultation is to inform the lead agency in its identification and determination of the significance of tribal cultural resources. If a project is determined to result in a significant impact on an identified tribal cultural resource, the consultation process must occur and conclude prior to adoption of a Negative Declaration or Mitigated Negative Declaration, or certification of an Environmental Impact Report (PRC Sections 21080.3.1, 21080.3.2, 21082.3).

The City sent letters describing the project and maps depicting the project site via certified mail on July 24, 2020, to Native American contacts that had previously requested to be contacted by the City for potential consultation pursuant to AB 52. The City did not receive any requests for consultation during the 30-day notification period. Therefore, the City considers the AB 52 consultation process to be concluded.

As discussed in Section 4.5, Cultural Resources, of this Initial Study, the NWIC records search and the archaeological survey completed for the project did not identify evidence of Native American archaeological deposits or ancestral remains. The proposed project would have no impact on known tribal cultural resources that are listed or eligible for listing in the California Register of Historical Resources or a local register of historical resources, nor has the City identified a tribal cultural resource at the project site. With implementation of Mitigation Measure CUL-1, potential construction-period discovery of previously unidentified human remains, which may be of tribal origin, would be reduced to a less-than-significant level.

4.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

- a. *Would the project 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? (Less-Than-Significant Impact)*

The City of Milpitas maintains existing sanitary sewer lines within the vicinity of the site, including an 8-inch line that generally runs along the southern border of the project site and 4-inch lines that generally run throughout the project site. The proposed project includes the installation of a new 4-inch line that would be installed within the drive aisle adjacent to Building F and within Sunnyhills Court that would connect to the City's existing line. The new sanitary sewer line would be constructed in conformance with City standards, and its construction would not cause significant environmental effects.

The City's potable water supply is provided by the San Francisco Public Utilities Commission (SFPUC) and the SCVWD.⁵⁵ The project site is served by water provided by the SCVWD. Water distribution infrastructure within the project site is owned and maintained by the property owner. The City's potable water system has 245 miles of water mains, 5 water tanks, 5 pump stations, 16 pressure regulating valves, an emergency supply well and emergency interties. The City also operates and maintains a recycled water system owned by the City of San José South Bay Water Recycling (SBWR)

⁵⁵ Milpitas, City of, 2016. *2015 Urban Water Management Plan*. Available online at: www.ci.milpitas.ca.gov/wp-content/uploads/2015/07/Adopted-2015-Milpitas-UWMP-Revised-6-27-16.pdf (accessed June 2020). June.

program.⁵⁶ The current SCVWD water supply delivered to the City is limited to surface water largely purchased by SCVWD from the State Water Project and Central Valley Project, however, SCVWD's overall water supply comes from a variety of sources. Specifically, nearly half of SCVWD's water comes from local groundwater aquifers and more than half is imported from the Sierra Nevada through pumping stations in the Sacramento-San Joaquin River Delta.

The City updated its Urban Water Management Plan (UWMP) in 2015, which was adopted in 2016. According to the UWMP, the annual water use in 2015 was 8,774 acre-feet. As discussed in Section 4.19.b, the proposed project would not substantially increase demand for water and would therefore not exceed the capacity of existing water treatment facilities. The proposed project would not require the construction of new water treatment facilities, or the expansion of existing facilities, other than those already planned as part of the City's Water Master Plan. The proposed project would include the installation of new water lines connecting to the existing 8-inch water service line located within Sunnyhills Court. The proposed project would connect directly to existing mains, which have sufficient capacity to accommodate the proposed project. Therefore, the impact of the proposed project on water infrastructure would be less than significant.

The proposed storm drainage infrastructure would include catch basins and new 6- to 8-inch stormwater drains throughout the project site. Bioretention areas would also be incorporated into the landscape design of the proposed project to provide appropriate vegetation and water quality treatment in vegetated areas. In addition, on-site drainage would be designed consistent with the Santa Clara County National Pollutant Discharge Elimination System (NPDES) C.3 requirements for Low Impact Development (LID). Therefore, the impact of the proposed project on stormwater infrastructure would be less than significant.

Each of the buildings included in the proposed project would include connections to the existing electricity and telecommunications lines that currently run through the project site. Additionally, the new leasing and community building would include a natural gas connection.

Therefore, because the proposed project would connect to existing utility services within or adjacent to the project site, the relocation or reconstruction of new or expanded water, wastewater treatment or stormwater drainage, electric power, or telecommunications facilities would not be required, and this impact would be less than significant.

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? (Less-Than-Significant Impact)

As noted above, the City of Milpitas provides water to the project site, and on-site distribution infrastructure is owned and maintained by the property owner. Currently, the source of domestic water used in Milpitas includes the SFPUC and SCVWD. SFPUC water is primarily used for residential areas in the City and the SCVWD water is used to supply industrial areas, including the project site.

⁵⁶ Ibid.

The City's 2016 UWMP describes the existing and planned sources of water available in the water system service area over the next 20 years, in 5-year increments.

The City has determined that existing water supply entitlements are sufficient and no additional water supply entitlements are necessary. The UWMP, which identifies water system improvements necessary to meet future water demand, did not identify any deficiencies in the vicinity of the project site. The existing water system infrastructure has adequate capacity to serve the proposed project. In addition, the proposed project would be required to use recycled water to the maximum extent feasible and coordinate with the City of Milpitas Fire Department to assess fire flow requirements and comply with them as part of the project. Based on the above, the City would have sufficient water supply to support the proposed project and implementation of the project would not require new or expanded entitlements for water supplies, and impacts related to water supply would be less than significant.

c. Would the project 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? (Less-Than-Significant Impact)

The City of Milpitas owns and operates its municipal wastewater collection system containing of 175 miles of gravity pipe and 5 miles of force main. The system also includes two pump stations: the Venus Station which lifts wastewater from the low-lying Pines neighborhood and the Main Sewer Pump Station which pumps all City sewage through dual 2.5 mile force mains to the San José /Santa Clara Pollution Control Plant (WPCP) located in San José at 700 Los Esteros Road for treatment.⁵⁷ The WPCP treats an average of 110 million gallons of wastewater per day (mgd), about 65 percent of its 167 mgd capacity, which includes service to the project site.⁵⁸

The proposed project would generate domestic wastewater, treated by the WPCP. The City has sufficient capacity to serve the proposed project. The City requires project applicants to complete sewer system modeling to demonstrate adequate conveyance capacity based on the current discharge allocation, and this would need to be completed prior to project approval. The sewer demand calculations (available in Appendix K) prepared for the proposed project show that each of the three connections proposed would have sufficient capacity to serve the proposed project.⁵⁹ Therefore, wastewater generated from the proposed project would not cause the WPCP to violate any wastewater treatment requirements and this impact would be less than significant.

d. Would the project 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? (Less-Than-Significant Impact)

Solid waste and recycling pickup and disposal in the City of Milpitas is provided by Republic Services. The solid waste is disposed of at the Newby Island Landfill and recycling facility which is located

⁵⁷ Milpitas, City of, 2016. *Sewer System Management Plan 2016 Update*. June.

⁵⁸ San José, City of, 2016. *San José -Santa Clara Regional Wastewater Facility Fact Sheet*. Website: <https://www.sanjoseca.gov/home/showdocument?id=32061> (accessed June 2020). April 25.

⁵⁹ SANDIS, 2019. *Re: Sunnyhills Development – Sewer Demand Calculations*. June 20.

approximately 3 miles west of the project site on Dixon Landing Road. The facility recycled materials, operates a construction and demolition material processing facility, and a landfill that accepts industrial wastes, grit, screenings, wastewater treatment sludge, contaminated soils, clean soils, and municipal solid waste.⁶⁰ The Newby Island Landfill has a capacity of 57.5 million cubic yards and a remaining capacity of 21.2 million cubic yards, and can accept 4,000 tons per day.⁶¹

On average, multi-family residential uses generate approximately 12.23 pounds per day of solid waste per household. Based on these rates, the proposed residential use would generate approximately 244 pounds per day of solid waste. As noted above, the Newby Island Landfill has adequate capacity to serve the proposed project. As such, the project would be served by a landfill with sufficient capacity to accommodate the project's waste disposal needs, and impacts associated with the disposition of solid waste would be less than significant.

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (Less-Than-Significant Impact)

The proposed project would comply with all federal, State, and local solid waste statutes and/or regulations related to solid waste. Also refer to Section 4.19.d. Therefore, the proposed project would result in a less-than-significant impact related to solid waste regulations.

⁶⁰ Republic Services, 2017. Newby Island Resource Recovery Park. Website: <https://www.republicservices.com/municipality/newby-island> (accessed June 2020).

⁶¹ CalRecycle, 2019. SWIS Facility Detail. Newby Island Sanitary Landfill (43-AN-0003). Website: <https://www2.calrecycle.ca.gov/swfacilities/Directory/43-AN-0003> (accessed June 2020).

4.20 WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No 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?	☐	☐	☒	☐

a. Would the project substantially impair an adopted emergency response plan or emergency evacuation plan? (Less-Than-Significant Impact)

The project site is not located within any State responsibility areas (SRA) for fire service,⁶² and is not within a very high fire hazard severity zone.⁶³ In addition, as noted in Section 4.9.f, the proposed project would not impair the implementation of, or physically interfere with, and adopted emergency response plan. Therefore, this impact would be less than significant.

b. Would the project, 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? (Less-Than-Significant Impact)

Refer to Section 4.20.a. Additionally, as noted in Section 2.0, Project Description, the project is generally level, and is bound by existing development on all sides. Therefore, the proposed project would not exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire, and this impact would be less than significant.

⁶² California, State of, 2007. Santa Clara County Fire Hazard Severity Zones in SRA (map). Available at: https://osfm.fire.ca.gov/media/6766/fhszs_map43.pdf (accessed June 2020). November 7.

⁶³ Milpitas, City of, 2018, op. cit.

- c. *Would the project 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? (Less-Than-Significant Impact)*

Refer to Section 4.20.a. The proposed project is not located within an SRA for fire service and is not within a very high fire hazard severity zone. Therefore, the proposed project would not require the installation or maintenance of associated infrastructure, and this impact would be less than significant.

- d. *Would the project 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? (Less-Than-Significant Impact)*

Refer to Section 4.20.a and 4.20.b. The project site is generally level and is not located within an SRA for fire service or a very high fire hazard severity zone. Therefore, the proposed project would not expose people or structures to significant risks as a result of post-fire slope instability or drainage and runoff changes.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Less Than Significant with Mitigation Incorporated)

Implementation of Mitigation Measures CUL-1 and GEO-1 would ensure that potential impacts to historic, archaeological, tribal and paleontological resources that could be uncovered during construction activities would be reduced to a less-than-significant level. Implementation of Mitigation Measure BIO-1 would ensure that potential impacts to nesting birds are reduced to a less-than-significant level. Therefore, with the incorporation of mitigation measures, development of the proposed project would not: 1) degrade the quality of the environment; 2) substantially reduce the habitat of a fish or wildlife species; 3) cause a fish or wildlife species population to drop below self-sustaining levels; 4) threaten to eliminate a plant or animal community; 5) reduce the number or restrict the range of a rare or endangered plant or animal; or 6) eliminate important examples of the major periods of California history.

- b. *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Less Than Significant with Mitigation Incorporated)*

The proposed project's impacts would be individually limited and not cumulatively considerable. The potentially significant impacts that can be reduced to a less-than-significant level with implementation of recommended mitigation measures include the topics of aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, and hydrology and water quality, and noise. These impacts would primarily be related to construction-period activities, would be temporary in nature, and would not substantially contribute to any potential cumulative impacts associated with these topics. For the topic of aesthetics, potentially significant light and glare impacts would be reduced to less-than-significant levels with implementation of Mitigation Measure AES-1. For the topic of air quality, potentially significant impacts to air quality standards associated with project construction would be reduced to less-than-significant levels with implementation of Mitigation Measure AIR-1. For the topic of biological resources, implementation of Mitigation Measure BIO-1 would ensure that impacts to special status-species are reduced to a less-than-significant level. For the topic of cultural resources, potentially significant impacts to archaeological and tribal cultural resources would be reduced to less-than-significant levels with implementation of Mitigation Measure CUL-1. For the topic of geology and soils, potentially significant impacts related to paleontological resources would be reduced to less-than-significant levels with implementation of Mitigation Measure GEO-1. For the topic of hazards and hazardous materials, implementation of Mitigation Measure HAZ-1 and HAZ-2 would ensure that potential impacts associated with the release of hazardous materials, which could in turn degrade the quality of the environment, would be reduced to a less-than-significant level. For the topic of hydrology and water quality, implementation of Mitigation Measures HYD-1 and HYD-2 would ensure that potential water quality impacts are reduced to a less-than-significant level. For the topic of transportation, potentially significant impacts related to site access and circulation would be reduced to a less-than-significant impact with implementation of Mitigation Measure TRA-1.

For the topics of agricultural and forestry resources, greenhouse gas emissions, land use and planning, mineral resources, population and housing, public services, recreation, tribal cultural resources, utilities and service systems, and wildfire, the project would have no impacts or less-than-significant impacts, and therefore, the project would not substantially contribute to any potential cumulative impacts for these topics. All environmental impacts that could occur as a result of the proposed project would be reduced to a less-than-significant level through the implementation of the mitigation measures recommended in this document.

Implementation of these measures would ensure that the impacts of the project would be below established thresholds of significance and that these impacts would not combine with the impacts of other cumulative projects to result in a cumulatively considerable impact on the environment as a result of project development. Therefore, this impact would be less than significant.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (No Impact)

The proposed project would not result in any environmental effects that would cause substantial direct or indirect adverse effects to human beings.

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Agenda Item No. 15
(for City Council Meeting – November 17, 2020)

**Conduct a Public Hearing and Consider Adoption of a
Resolution Approving the Addition of 44 Residential Units to
an Existing Multi-Family Housing Complex at
1724 Sunnyhills Court**

Full document can be viewed online
by clicking on hyperlink below:

[Attachment E: Appendices to Initial Study](#)

MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) is formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the 1724 Sunnyhills Court (project). The MMRP, which is found in Table 1, lists mitigation measures recommended in the IS/MND prepared for the proposed project and identifies mitigation monitoring requirements. The Final MMRP must be adopted when the City of Milpitas (City) makes a final decision on the project.

This MMRP has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the Lead Agency to adopt an MMRP when mitigation measures are required to avoid significant impacts. The MMRP is intended to ensure compliance with the mitigation measures identified in the IS/MND during implementation of the project.

The MMRP is organized in a matrix format. The first two columns identify the potential impacts and corresponding mitigation measures. The third column, entitled "Timeframe for Implementation", refers to when monitoring will occur to ensure that the mitigating action is completed. The fourth column, entitled "Responsibility for Implementation", refers to the party responsible for implementing the mitigation measure. The fifth column, entitled, "Oversight of Implementation", refers to the party responsible for oversight or ensuring that the mitigation measure is implemented.

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Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.1 Aesthetics				
The proposed project could create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.	AES-1: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The project design and building materials shall incorporate non-mirrored glass to minimize daylight glare. All lighting elements shall comply with Sections XI-10-54-17 of the City's Zoning Ordinance and the proposed lighting plan shall be reviewed and approved by the City's Planning Division prior to issuance of a building permit.	Prior to issuance of a building permit	Project Applicant	City of Milpitas Planning Department
4.3 Air Quality				
The proposed project could violate air quality standards or contribute to an existing or projected air quality violation during construction.	AIR-1: In order to meet the BAAQMD fugitive dust threshold, the following BAAQMD Basic Construction Mitigation Measures shall be implemented: - 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.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
The proposed project could expose sensitive receptors to substantial pollutant concentrations during construction.	<u>AIR-2</u> : During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project construction at a minimum meets the California Air Resources Board (CARB) Tier 2 emissions standards with Level 3 or higher diesel particulate control devices, or equivalent.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
4.4 Biological Resources				
The proposed project could have a substantial adverse effect, either directly or through habitat modifications, on native birds protected under the Migratory Bird Treaty Act.	<u>BIO-1</u> : If feasible, all vegetation removal shall be conducted during the non-breeding season (i.e., September 1 to January 31) to avoid direct impacts to nesting birds. If such work is scheduled during the breeding season, a qualified biologist or ornithologist shall conduct a pre-construction survey to determine if any birds are nesting within the project site. The pre-construction survey shall be conducted within 15 days prior to the start of work from March through May (since there is a higher potential for birds to initiate nesting during this period), and within 30 days prior to the start of work from June through July. If active nests are found during the survey, the biologist or ornithologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the buffer shall be determined by the biologist or ornithologist in consultation with the California Department of Fish and Wildlife, and would be based on the nesting species, its sensitivity to disturbance, and the expected types of disturbance.	Prior to vegetation removal, vegetation trimming, or ground-disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
4.5 Cultural Resources				
The proposed project could cause a substantial adverse change in the significance of a historical archaeological resource if such resources are encountered during construction.	<u>CULT-1</u> : Should an archaeological deposit be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology contacted to assess the situation, determine if the deposit qualifies as a historical resource, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If the deposit is found to be significant (i.e., eligible for listing in the California Register of Historical Resources), the applicant shall be responsible for funding and implementing appropriate mitigation measures. Mitigation measures may include recordation of the archaeological deposit, data recovery and analysis, and public outreach regarding the scientific and cultural importance of the discovery. Upon completion of the selected mitigations, a report documenting methods and findings shall be prepared and submitted to the City for review, and the final report shall be submitted to the Northwest Information Center at Sonoma State University.	Prior to any ground disturbing activities During all ground disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>CUL-1 continued</i>	Significant archaeological materials shall be submitted to an appropriate curation facility and used for public interpretive displays, as appropriate and in coordination with a local Native American tribal representative. The applicant shall inform its contractor(s) of the sensitivity of the project area for archaeological deposits and shall verify that the following directive has been included in the appropriate contract documents: <i>“The subsurface of the construction site may be sensitive for Native American archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist contacted to assess the situation, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include shellfish remains; bones; flakes of, and tools made from, obsidian, chert, and basalt; and mortars and pestles. Contractor acknowledges and understands that excavation or removal of archaeological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5.”</i>			
4.7 Geology and Soils				
The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature if encountered during construction.	GEO-1: Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a “qualified paleontologist” shall be an individual with the following qualifications: (1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; (2) at least two years of professional experience related to paleontology; (3) proficiency in recognizing fossils in the field and determining their significance; (4) expertise in local geology, stratigraphy, and biostratigraphy; and (5) experience collecting vertebrate fossils in the field. If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource.	During all ground disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>GEO-1 continued</i>	Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate. The project applicant shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract documents: <i>“The subsurface of the construction site may be sensitive for fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5.”</i>			
4.8 Greenhouse Gas Emissions				
The proposed project may be inconsistent with the City’s adopted Climate Action Plan.	<u>GHG-1:</u> The project applicant shall demonstrate compliance with the applicable measures to the City Planning Division prior to the issuance of a building permit. The following measures are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project: • Install Energy Star appliances. • Install on-site renewable energy, such as solar panels. • Use water-efficient irrigation systems and use reclaimed water, when available.	Prior to issuance of a building permit	Project Applicant	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.9 Hazards and Hazardous Materials				
The proposed project could result in the release of hazardous materials into the environment as a result of ground disturbing activities.	HAZ-1: Prior to the issuance of a grading permit, shallow soil samples shall be collected at the project site by a qualified environmental professional to determine whether arsenic, other heavy metals, or OCPs are present in the site subsurface. Soil analytical results shall be screened against naturally-occurring concentrations for arsenic and other metals as well as the San Francisco Regional Water Quality Control Board's Environmental Screening Levels. Once the soil sampling analysis is complete, a report of the findings shall be submitted to the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department, or the appropriate designee, for review and approval. If contaminated soils are found in concentrations above established thresholds for construction worker safety or residential use, a Site Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant to establish management practices for handling contaminated soils or other materials encountered during construction activities. The SMP shall be submitted to, and approved by, the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department prior to the issuance of a grading permit.	Prior to the issuance of a grading permit	Project Applicant	City of Milpitas Planning Department
The proposed project could result in the release of hazardous materials into the environment as a result of building demolition activities.	HAZ-2: Prior to the issuance of any demolition permits for existing structures on the project site, a comprehensive Hazardous Building Materials Survey (HBMS) for the project site shall be prepared and signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials, lead-based paint, polychlorinated biphenyls-containing materials and electrical equipment and any other hazardous building materials. The HBMS and abatement specifications shall be submitted to and approved by the City prior to the start of abatement activities. The HBMS shall include abatement specifications for the stabilization and/or removal of the identified hazardous building materials in accordance with all applicable laws and regulations. The demolition contractor(s) shall implement the abatement specifications and submit to the City evidence of completion of abatement activities prior to demolition of the existing structures.	Prior to the issuance of a demolition permit	Project Applicant	City of Milpitas Planning Department
4.10 Hydrology and Water Quality				
The proposed project could violate water quality standards or waste discharge requirements during construction.	HYD-1: Prior to construction, the project applicant shall prepare and implement a SWPPP, meeting Construction General Permit requirements (State Water Resources Control Board Order No. 2009-000-DWQ, as amended) designed to reduce potential adverse impacts to surface water quality through the project construction period. The SWPPP shall be submitted to the City for review and	Prior to the issuance of grading permits	Project Applicant	City of Milpitas Engineering Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>HYD-1 continued</i>	approval prior to the issuance of any permits for ground disturbing activities. The SWPPP shall be prepared by a Qualified SWPPP Developer in accordance with the requirements of the Construction General Permit. These include: BMPs for erosion and sediment control, site management/housekeeping/waste management, management of non-stormwater discharges, run-on and runoff controls, and BMP inspection/maintenance/repair activities. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction. The SWPPP shall include a construction site monitoring program that identifies requirements for dry weather visual observations of pollutants at all discharge locations, and as appropriate (depending on the Risk Level), sampling of the site effluent and receiving waters. A Qualified SWPPP Practitioner shall be responsible for implementing the BMPs at the site and performing all required monitoring and inspection/maintenance/repair activities.			
The proposed project could violate water quality standards or waste discharge requirements during operation.	<u>HYD-2:</u> The project applicant shall fully comply with the Water Board stormwater permit requirements, including Provision C.3 of the MRP. The project applicant shall prepare and implement a SCP for the project. The SCP shall be submitted to the City for review and approval prior to the issuance of any permits for ground disturbing activities. The SCP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project. At a minimum, the SCP for the project shall include: • An inventory and accounting of existing and proposed impervious areas. • Low Impact Development (LID) design details incorporated into the project. Specific LID design may include, but is not limited to: using pervious pavements and green roofs, dispersing runoff to landscaped areas, and/or routing runoff to rain gardens, cisterns, swales, and other small-scale facilities distributed throughout the site. • Measures to address potential stormwater contaminants. These may include measures to cover or control potential sources of stormwater pollutants at the project site. • A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which will include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan must be finalized prior to issuance of building permits for the project.	Prior to the issuance of grading permits	Project Applicant	City of Milpitas Planning Department City of Milpitas Engineering Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.13 Noise				
The proposed project could expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies during construction.	NOI-1: The project contractor shall implement the following measures during construction of the project: - Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. - Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active project site. - Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active project site during all project construction. - Ensure that all general construction related activities are restricted to 7:00 a.m. and 7:00 p.m. - Designate a "disturbance coordinator" at the City of Milpitas who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and would determine and implement reasonable measures warranted to correct the problem.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
The proposed project could result in the generation of excessive groundborne vibration during construction.	NOI-2: During all construction activities the project construction contractor shall restrict the usage of large bulldozers or other similarly heavy construction equipment within 15 feet of the existing buildings to the north of proposed Buildings A and B and to the west of proposed Buildings E and F.	During all construction activities	Project Applicant	City of Milpitas Planning Department City of Milpitas Public Works Department
4.17 Transportation				
The proposed project could substantially increase hazards due to a geometric design feature.	TRA-1: Prior to final design, the placement of any landscaping, monuments, signs, and on-street parking zones within the sight triangles of the site driveways shall be reviewed and approved by Public Works staff to ensure adequate corner sight distance is provided.	Prior to the issuance of a building permit	Project Applicant	City of Milpitas Planning Department City of Milpitas Engineering Department

Source: LSA 2020.

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MEMORANDUM

DATE: November 12, 2020

To: Rozalynne Thompson, Senior Planner, City of Milpitas

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

SUBJECT: 1724 Sunnyhills Court Project Initial Study/Mitigated Negative Declaration –
Response to Comments

In accordance with Section 15074 of the CEQA Guidelines, prior to approving a project, the decision-making body of the lead agency shall consider the proposed environmental document together with any comments received during the public review process. Although there is no legal requirement to formally respond to comments on a proposed Mitigated Negative Declaration (MND) as there is for an Environmental Impact Report (EIR), this memorandum provides a response to the written comments received on the 1724 Sunnyhills Court Draft Initial Study/Mitigated Negative Declaration (IS/MND) to aid the City of Milpitas decision-makers in their review of the project.

The Draft IS/MND was available for public review and comment from September 17, 2020 to October 7, 2020. A public hearing was also held before the City of Milpitas Planning Commission on October 14, 2020. Nine comment letters were received on the Draft IS/MND during the public comment period. Copies of the comment letters are provided as an attachment to this memorandum and responses to the substantive issues raised by the commenters are provided on the following pages. The comments and responses are enumerated to allow for cross-referencing of CEQA-related comments. As noted above, CEQA does not require or provide guidance on responding to comments on MNDs; therefore, this memorandum follows CEQA Guidelines Section 15088, applicable to responses to comments on EIRs, which requires that agencies respond only to significant environmental issues raised in connection with the project. Therefore, this document focuses primarily on responding to comments that relate to the adequacy of the information and environmental analysis provided in the IS/MND.

COMMENT LETTERS

A reproduction of each comment letter received on the IS/MND is provided in the attachment to this memorandum. Each comment letter is assigned a letter (A, B, C, etc.), and individual comments within each letter are numbered consecutively. For instance, comment A-1 is the first numbered comment in Letter A.

The following comment letters on the IS/MND were submitted to the City:

LETTER A1

Dan Davis

September 16, 2020

LETTER A2

William Au and Sandy Perry

September 16, 2020

LETTER A3

Tine Lau

September 12, 2020

LETTER A4

Allysson McDonald

September 20, 2020

LETTER A5

Rob Means

September 21, 2020

LETTER A6

Sanae Alexander

September 23, 2020

LETTER A7

Johanna Beals

September 29, 2020

LETTER A8

Terry Naylor

September 23, 2020

LETTER A9

Teresa P.

September 23, 2020

RESPONSES

Written responses to all written comments on the IS/MND are provided in this section. Letters received on the IS/MND are provided in their entirety in Attachment A. Responses keyed to the specific comments in each letter are provided below. Please note that text that does not raise environmental issues or relate to the adequacy of the information or analysis within the IS/MND has not been enumerated as no response is required, per CEQA Guidelines Section 15132.

Letter A1

Dan Davis
September 16, 2020

- Response A1-1: This introductory comment is noted.
- Response A1-2: This comment states that a variance to allow less than the minimum required number of parking spaces on the project site should not be granted. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND or address a potential environmental impact as defined by CEQA. No further response is required.

Letter A2

William Au and Sandy Perry
September 16, 2020

- Response A2-1: This comment requests that the City conduct a special meeting on the project site and states that the commenter is concerned about potential rental increases for existing units within the apartment complex. In response to this comment, the City prepared and distributed a fact sheet about the infill project and the affordability covenant to all residential units in the Sunnyhills neighborhood. The City also hosted an on-site community meeting at the Sunnyhills Apartment complex on Tuesday, October 13, 2020, and approximately 30 residents attended the two-hour meeting. Vietnamese translation was provided. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A2-2: Please refer to Response A2-1 that addresses the commenter's request for a meeting on the project site.

Letter A3

Tina Lau
September 12, 2020

- Response A3-1: This introductory comment is noted.

Response A3-2: Section X-2-4.05 of the City's Municipal Code requires replacement planting of protected trees that are removed at a ratio of 2:1. As noted on page 4-19 of the Draft IS/MND, the proposed project would include the removal of 31 protected trees from the project site and the planting of 86 new trees, a ratio of approximately 2.7:1. As noted on page 4-19 of the Draft IS/MND the size of a replacement tree for any protected tree must be commensurate with the size of the removed tree, as determined by the Planning Director.

Response A3-4: This comment opposes granting an amendment to allow a reduction in the minimum landscaping or recreational open space required on the project site. As described by City staff during the October 14, 2020 Planning Commission hearing, the proposed project does not require this amendment, and this amendment is not a request of the proposed project. As stated on page 4-71 of the Draft IS/MND, even with the reduction in total landscape/open space area, the proposed project would not result in any significant impacts related to parks and recreation. Furthermore, residents of the project site would be expected to use local parks and community facilities within the City and the proposed project would still provide approximately 231,376 square feet of open space and landscaped area, including 53,049 square feet of useable common open space and 40,527 square feet of useable private open space.

Response A3-4: As described in the Notice of Intent published by the City for the proposed project, the IS/MND is available review online at: <http://www.ci.milpitas.ca.gov/milpitas/departments/38397-2/>. The mitigation measures identified to ensure the proposed project would have a less than significant impact on the environment are shown in each topical section of the Initial Study. For example, Mitigation Measure AES-1, which requires outdoor lighting to be designed such that it reduces glare and spillover, is described in Section 4.1, Aesthetics. Additionally, all mitigation measures are identified in the Mitigation Monitoring and Reporting Program (MMRP), which is attached to this memorandum (Attachment B).

Letter A4

Allysson McDonald
September 20, 2020

Response A4-1: This introductory comment is noted.

Response A4-2: Please refer to Response A3-4 that addresses the commenter's general concern related to open space. In addition, as noted on page 4-71 of the Draft IS/MND, the proposed project would result in an approximately 8 percent (33,576-square-foot) overall reduction in open space area.

Response A4-3: As noted on page 4-10 of the Draft IS/MND, emissions associated with construction of the proposed project would be far lower than the Bay Area Air Quality Management District's (BAAQMD) construction emission thresholds. Additionally, with implementation of Mitigation Measure AIR-1, described on pages 4-10 and 4-11 of the Draft IS/MND, construction fugitive dust impacts would be reduced to a less-than-significant level. These basic measures include standard best management practices applicable to all construction projects within the Bay Area and would reduce temporary construction period emissions to the extent feasible.

Additionally, with implementation of Mitigation Measure AIR-2, described on page 4-14 of the Draft IS/MND, the project applicant would be required to utilize construction equipment that at a minimum meets the California Air Resources Board Tier 2 emissions standards with Level 3 or higher diesel particulate control devices.

As described on page 4-62 of the Draft IS/MND, construction noise is permitted by Chapter 213 of the City's Municipal Code when activities occur between the hours of 7:00 a.m. and 7:00 p.m. In addition, the project applicant would be required to implement Mitigation Measure NOI-1, described on pages 4-62 and 4-63 of the Draft IS/MND, to reduce potential construction period noise impacts to sensitive receptors, which include the existing residents within the apartment complex.

Letter A5

Rob Means

September 21, 2020

Response A5-1: This comment points out potential typos within the staff report to the Planning Commission. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required, although it is noted that any errors or omissions in the Planning Commission staff report will be corrected in the staff report to the City Council, for the final project hearing.

Response A5-2: This comment requests clarifications regarding the open space calculations within the staff report to the Planning Commission for the proposed project, for the purposes of identifying dedicated open space on site and/or payment of in-lieu fees. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

Response A5-3: This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

Letter A6

Sanae Alexander
September 23, 2020

- Response A6-1: As described on page 4-43 of the Draft IS/MND, hazardous building materials may include asbestos-containing materials. Mitigation Measure HAZ-2, described on page 4-44 of the Draft IS/MND, requires the preparation of a Hazardous Building Materials Survey that includes abatement specifications prior to the demolition of any existing structures. Additionally, please refer to response A4-3 that addresses the commenter's general concern related to air quality.
- Response A6-2: This comment requests the location of the resident mailboxes. As shown on Figure 2-6 of the Draft IS/MND, mailboxes would be located between Buildings D, F, and the leasing/community building.
- Response A6-3: This comment expresses concern regarding the existing condition of the surface parking pavement. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A6-4: The proposed project does not specifically include a new playground. However, the proposed project would result in a total of 11 different common open space areas totaling approximately 53,049 square feet.
- Response A6-5: This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

Letter A7

Johanna Beals
September 29, 2020

- Response A7-1: As described on page 4-17 of the Draft IS/MND, there are no major wildlife movement corridors that pass through or are adjacent to the project site. However, trees and other vegetation generally have the potential to support nests of common native bird species. Mitigation Measure BIO-1, described on page 4-18 of the Draft IS/MND, requires pre-construction surveys for nesting birds to be conducted if vegetation removal occurs during the breeding season (i.e., February 1 through August 31). In the event that nests or young are observed during this period, trees and vegetation planned for removal would be excluded from the construction area until the young have fledged.

- Response A7-2: As described on page 4-73 of the Draft IS/MND, the proposed project is expected to generate 20 vehicle trips during the AM peak hour and 25 vehicle trips during the PM peak hour. Therefore, it can be assumed that the proposed project would not generate enough new trips to create or substantially contribute to existing congestion in the area, substantially increase vehicle miles traveled, or conflict with the Congestion Management Plan (CMP) for Santa Clara County.
- Response A7-3: This comment states a general concern for the amount of parking provided on the project site. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A7-4: Please refer to Response A3-2 which addresses the commenter's general concern regarding the amount of trees to be removed and replaced. Please refer to Response A7-1 which addresses the commenter's general concern related to wildlife that may utilize existing vegetation for habitat. Please refer to Response A4-3 which addresses the commenter's general concern related to air quality during construction. Additionally, as described on page 4-12 of the Draft IS/MND, the proposed project would be well below BAAQMD's thresholds for operational emissions.
- Response A7-5: This comment concerns the merits of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A7-6: Please refer to Response A4-3 which addresses the commenter's general concern related to air quality and noise during construction. Please refer to Response A6-1 which addresses the commenter's concern related to asbestos within existing buildings.
- Response A7-7: This comment concerns the merits and design of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A7-8: The project site includes the approximately 2.2-acre area shown in Figure 2-3 of the Draft IS/MND. The proposed project would not include alterations to any building outside of the project site.
- Response A7-9: This comment concerns the merits of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

Letter A8

Terry Naylor
September 23, 2020

- Response A8-1: This introductory comment is noted.
- Response A8-2: Please refer to Response A3-2 which addresses the commenter's general concern regarding the number of trees to be removed and replaced.
- Response A8-3: Please refer to Response A4-3 which addresses the commenter's general concern related to air quality and noise during construction.
- Response A8-4: This comment concerns the merits of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

Letter A9

Teresa P.
September 23, 2020

- Response A8-1: This comment expresses concern with the amount of parking currently provided within the Sunnyhills Apartments complex. This comment does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A8-2: Please refer to Response A3-2 which addresses the commenter's general concern regarding the number of trees to be removed and replaced.
- Response A8-3: This comment concerns the merits of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.
- Response A8-4: This comment concerns the merits of the project and does not relate to the adequacy of the information or analysis in the Draft IS/MND. No further response is required.

ATTACHMENT A

COMMENT LETTERS

From: Dan Davis [REDACTED]
Sent: Wednesday, September 16, 2020 12:21 PM
To: Planning Department
Subject: Attn Rozalynne Thompson COMMENT FOR SUNNYHILLS

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Rozalynne,

I am a property owner in Milpitas and received your Notice re Sunnyhills Apartments Addition.

I am a former Certified Property Manager (CPM) who professionally managed multi-family housing including Apartment Complex's and Condominium Associations so have direct experience with parking issues.

A1-1

My comments are as follows:

Do not allow a variance from current Parking Code and here is why:

1. RE Do not allow parking spaces smaller than 10 feet by 20 feet.

Huge SUVs and trucks are very popular. When narrow 9 foot wide parking spaces are used these large vehicles are so big that they frequently block the narrow 9 foot wide parking space next to them making the space unusable causing cars to be parked on the street in the surrounding neighborhood.

2. 86 additional parking spaces for 44 new units is not sufficient.

Even a one-bedroom apartment occupied by a couple will need two parking spaces.

A two bedroom apartment will often-times need three parking spaces due to parents (2 cars) with a driving-age child (3rd car) living with them.

Three bedroom apartments will often-times be occupied by three roommates (3 cars) or by parents with driving-age children (4 cars)

A1-2

My insurance agency specializes in insuring condominium homeowner associations (and apartment buildings) so I see first-hand the parking wars and lawsuits that occur when multi-family housing has small parking spaces and have an insufficient number of parking spaces.

In my life as a Certified Property Manager I also worked for real estate developers so saw first-hand their lobbying the Building Department to squeeze as few, small parking spaces as possible into their plans... even when they knew the under-parked site would result in serious parking problems for the community after the project was built.

Dan Davis

From: [REDACTED]
Sent: Wednesday, September 16, 2020 4:27 PM
To: Planning Department; Ned Thomas
Cc: [REDACTED]
Subject: Sunnyhills Project

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Ms. Rozalynne and Mr. Thomas:

Please see the letter below from William Au, co-chair of the Sunnyhills Tenants Association. The Tenants Association met last night at Sunnyhills, meeting outdoors and following the County guidelines for masks and social distance.

Of the 35 tenants who attended, not a single one has access to Zoom to be able to attend the September 23 hearing on the Sunnyhills project. As Mr. Au states in his letter, the tenants request a special meeting on the premises at Sunnyhills to hear the presentation on the project and to give their feedback.

In all of Milpitas, they will be the ones most affected by this project, so they feel they have a right to participate in the hearing process, but they cannot participate if the Zoom application is required.

Their primary concerns are about keeping the rents at the present Sunnyhills Apartments affordable to low-income people, and that the owner give a guarantee to renew the HUD contract on the property indefinitely into the future.

Please respond directly to Mr. Au. The tenants are flexible regarding the date of this special meeting. They request the 5:30 pm time to be late enough for working tenants to attend, but early enough to be able to finish before dark. The Sunnyhills Tenants Association practices social distancing and requires use of facemasks at its meetings..

Thank you!

Sandy Perry
Affordable Housing Network of Santa Clara County

-----Original Message-----
From: [REDACTED]
To: [REDACTED]
Sent: Wed, Sep 16, 2020 10:42 am
Subject: Re: Sunnyhills Meeting on 9/15/2020 for comments for Sunnyhills Project

In response to above meeting, Sunnyhills residents agree to send an invitation letter to Milpitas Council Planning Department for expressing their comments directly.
Hope you can help to send it to them Asap! Thanks.

.....
as below:

To: Milpitas Council Planning Department
9/16/2020
Dear Mr. Ned Thomas, Rozalynne Thompson,

So far as I know, you are asking the comments from Sunnyhills residents on Sunnyhills Project. I would like to invite you all to attend our resident meeting so they can have a chance to express their comments directly to you.

The date is when you are available, time will be starting at 5:30pm, location will be at the open yard in front of the rental office. We will follow the social distancing and wearing mask for health protection.

Your early reply is much appreciated!

Best Regards

William Au

Co-chair of Sunnyhills Tenants Association

A2-1

A2-2

From: T Lau
Sent: Saturday, September 12, 2020 1:45 PM
To: Planning Department
Subject: [BULK] Comments for Sunnyhills
Importance: Low

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hello,

I have some comments and questions about the Sunnyhills Apartment Addition project. I live in the neighborhood adjacent to this project, so would be impacted by the development. I am not opposed to building more housing (in fact, I am in favor of it). However, I do want to make sure that impacts are appropriately mitigated.

A3-1

1. The project calls for the removal of 31 protected trees. Will the project replace the trees and at what ratio? I would certainly hope the trees get replaced at a higher than 1:1 ratio, as there is a shortage of greenery in this area of Milpitas. Replacing the trees will also help balance the effects of climate change. As we've seen recently, climate change is making California more susceptible to fires. Trees can act as a carbon sink and reduce the impacts of climate change.

A3-2

2. If the trees are to be replaced, what will they be replaced with? If there are 31 mature trees removed, I would expect that the mitigation would involve something comparable and not just shrubs or saplings. The ecological benefits and functions of mature trees are significant, and can't be replaced with small plantings.

3. In the public notice I received, there was no mention of a request for an exemption from the requirement to provide for 25% of the total lot area in landscaping or recreational open space however it is in the website description of the project. Is this actually part of the project? If so, I strongly object to this exemption. As I noted above, this area of Milpitas has a shortage of green space. There are so many shops, gas stations, and pavement/concrete in this area, and I would love for my child to play and grow up in a neighborhood that is greener. This area needs greenery not just for aesthetics and recreation, but for ecological and climate change benefits too.

A3-3

4. I didn't see a link to the environmental assessment or the mitigation measures that are associated with the Mitigated Negative Declaration. Where is that available?

A3-4

Thank you, and I hope to get answers to my questions soon.

Tina Lau

From: Allysson McDonald [REDACTED]
Sent: Sunday, September 20, 2020 2:31 PM
To: Planning Department
Cc: Rob Means; Yolie Garcia; Barbara Jo Navarro; Voltaire Montemayor; Sandy Perry; Terri Naylor; William Au; Stacy Brobst; Ned Thomas; Sharon Goei
Subject: Comments for Sunnyhills

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Dear Planning Commission Members and City Staff,

I have been an advocate for the Sunnyhills Apartment residents for many years and have enjoyed many an afternoon sipping tea while meeting with them in the shade of the large trees near the rental office and mailboxes. I have eaten feasts provided by residents during National Night out on the patio there as well. There is no other onsite meeting space, so this patio area serves as a community room and social area for the residents, many of whom are elderly and some of whom don't drive or have a car. I've seen children playing on the grass. This area is a place of connection and is a great asset to the community. With this proposed project, all of that is gone. *The open space at the complex will be reduced by over 90% and 39 protected trees will be removed.* This will have a huge impact on the quality of life for the current residents of Sunnyhills. This is my primary concern regarding the long term impact of the proposed project. How can this loss be mitigated? How can you make up for the loss of this most precious asset to their quality of life?

A4-1

A4-2

My other concern, to echo the voices of the residents who spoke up at the public meeting last winter regarding the proposal, is regarding their health and safety during construction. The homes throughout the complex will be impacted by noise, dust, and traffic disruptions. Those closest to the construction will be bombarded by noise and dust throughout the construction period. You may not realise that these homes have single pane, aluminum frame windows and no air conditioning. Even if it is cool enough to close the windows during construction there will be little to keep out the noise. Residents, many of whom are elderly, disabled, or have long term health issues, will be impacted by breathing the dust, and by the stress of listening to the noise all day long for the duration of construction. I'm hoping that there will be adequate noise and dust mitigation measures put into place - one of which could be replacing their windows with ones that provide better protection.

A4-3

Please take these concerns into consideration when making your recommendations regarding the permit request for this proposed project.

Yours in Community,
Allysson McDonald

From: Robert Means (LoopWorks) [REDACTED]
Sent: Monday, September 21, 2020 5:53 PM
To: Planning Department
Subject: Planning Commission Agenda - SUNNYHILLS APARTMENTS –1724 SUNNYHILLS DRIVE
-P-SD18-0004, P-PA19-0002, P-TR19-0028, P-EA20-0005

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Planning Commission members,

My first issue with Staff's recommendation is a simply typo that causes confusion. In the 8th WHEREAS, it says "there is not a fair argument nor substantial evidence that the Project ... **will not have** a significant effect on the environment;", while in Section 2.2 it says the opposite: "there is not a fair argument nor substantial evidence that the Project **will have** a significant effect on the environment." (Emphasis added for clarity.) While this is likely just a typo, it is indicative of less than top-quality work.

A5-1

Section 3.1 says "... the total **existing** private and common open space is 97,236 square feet, or 452 square feet per unit". When I divide 97,236 by 171, I get 568. Which is correct, 452 or 568?

That number is important because this project, although not subdividing, should be subject to the requirements of XI-1-9.02 that "Every subdivider who subdivides land shall dedicate a portion of such land, pay a fee, or do both...". Specifically, according to XI-1-9.06 - Amount of Land to be Dedicated, "The amount of land required to be provided as park land pursuant to this section in the rest of the City shall be that figure which is the result of multiplying the project's estimated population (as calculated in Section 9.05) and 217.80 square feet (5 acres/1,000 people)." Since the Staff report on RESOLUTION NO. 20-019 did not seem to provide an estimate of the project's population, I am using a figure of 3 people per unit to estimate that only 145 square feet are allocated per person, not the 217.8 required. (93,576 sq. ft. / (215 * 3 people) = 145 sq. ft. / person). I saw no mention of an in-lieu fee being required of the developer/land owner to compensate for their shortcoming. Why not?

A5-2

While staff outlines what is lost with this plan (trees, open space, diminished parking spaces), no mention of the owner's integrity is mentioned. If staff is aware of difficulties in dealing with the property owner over past agreements with the City, those should be shared with the Commission.

A5-3

Like you, I want to see more housing - especially more affordable housing - built in Milpitas. However, let's do it right, not just maximize capitalist profits under current regulations.

--

Rob Means, LoopWorks PRT

From: Planning Department <planningdepartment@ci.milpitas.ca.gov>
Sent: Wednesday, September 23, 2020 5:37 PM
To: Ned Thomas; Jessica Garner; Rozalynne Thompson
Subject: FW: [BULK] Sunnyhills Apartments

Importance: Low

From: sanae alexander [REDACTED]
Sent: Wednesday, September 23, 2020 5:18 PM
To: Planning Department <planningdepartment@ci.milpitas.ca.gov>
Subject: [BULK] Sunnyhills Apartments
Importance: Low

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Questions in regards to Sunnyhills Apartments:

1. Do we know the asbestos level for the buildings being torn down? Some seniors and people have a difficulty of breathing living in the units, will you be placing them in a hotel while it is being demolished?

A6-1

2. Where are you putting the mailboxes? The plans are not very clear when it is enlarged.

A6-2

3. Will the investment company repave the parking lot, due to the number of heavy trucks going in and out of the apartments?

A6-3

4. Will they create a new playground area for the kids to play?

A6-4

5. What will happen in 3 years once the HUD contract has ended? Will the HUD contract be renewed? If not, will you help the residents find a new place to stay?

A6-5

5. Where will you place the seniors at the apartments, since they are on a fixed income?

Thank you,

Sanae Alexander

From: Johanna Beals [REDACTED]
Sent: Tuesday, September 29, 2020 11:55 AM
To: Planning Department <planningdepartment@ci.milpitas.ca.gov>
Subject: Comments for Sunnyhills

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Hello

I hope it's ok to send in another question regarding Sunnyhills, especially since the meeting had been postponed from the original date.

Has anyone looked into the migration pattern of any of the birds (that may be protected as well) that may be using any of the 31 protected trees on the Sunnyhills property that JMK wants to remove for the new addition?

A7-1

Thank you again for giving everyone a chance to express their thoughts, questions and concerns.

Johanna

On Wed, Sep 23, 2020, 11:19 AM Johanna Beals [REDACTED] wrote:

Hello

As a long time tenant at Sunnyhills, I want to thank you in advance for taking the time to read all of my concerns/questions/thoughts regarding the possibility of the new additions.

- Do we really want to add more traffic to an already congested area?

A7-2

- With very few parking areas designated for guests/visitors, how will adding 2 parking spots to most of the new apartments help the current parking problem? Where will their visitors/guests park? Looking at the layout of the new plans, it also looks as if they will take away some tenant/guest parking where the new driveway will be built. How will this change affect the current residents in that area? Also, by changing the layout of the main road within the complex, will it take away areas where guests/visitors (and even tenants) have parked previously? Parking has already been an issue for many years, how will this new layout solve this problem?

A7-3

- Do we want to give them permission to remove the 31 protected trees? Will they be planting 62 new trees or pay the fee to be allowed to remove these trees? How will planting fruit trees (that will not grow to the size of the current fully grown trees) make up for destroying the trees that are already there? Who will be responsible for those fruit trees? What will happen to all the animals that have called those big trees home for so many years? How will that affect the air quality?

A7-4

- It was great to see the dangerous metal play equipment removed, but new and safer equipment was never placed back in those area's. Because of the lack of play structures, the kids were left to either play in the sand (where cat's have turned some into litter boxes) or go to the bigger grass areas to kick/toss the ball around, run, and socialize with the other children in the complex. Parent's were still able to keep an eye on the kids when they were in the open area's. By allowing this new addition to take place, those area's will be taken away from them and they will be left with just a few small area's between buildings.. According to the plans, it looks like there will only be one play area built for the kids. Will this be the only one for the whole complex?

A7-5

- How will this affect those who live around the border of the construction zone if this is allowed to happen? What safety precautions will be taken to ensure the health and safety of everyone (people and animals) living close (or anywhere in the complex) to the construction area? What is being done about the possibility of asbestos found in any of the older buildings that will be demolished? How long do we have to listen to all the noise that comes with taking on such a big task of destroying and rebuilding in the designated area?

A7-6

- After looking at the attached plans, why is Building B being built so close to existing buildings? There will be just a sidewalk in between buildings which leads to the multiple short walkways to the front doors. Throughout the complex, there is open space left between the walkways/buildings. Why not in this location as well?

A7-7

- Will the rest of the complex have anything updated/improved with all this additional construction taking place? New roof? New windows (especially those that are just slats instead of solid glass)? New fences (to replace the termite infested ones)?

A7-8

- How will this affect the neighborhoods (homeowners/rentals) surrounding the apartment complex? Will it affect their property values?

A7-9

- Will this benefit the whole Sunnyhills area or just the property owners pockets?

Respectfully,

Johanna Beals

-----Original Message-----

From: Terry Naylor [REDACTED]
Sent: Wednesday, September 23, 2020 3:46 PM
To: Planning Department <planningdepartment@ci.milpitas.ca.gov>
Subject: Permit request for JMK Sunnyhills Apartments

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Sent from my iPhone

Dear planning commission members and city staff, Don't really know how to start and address the many things that need to be brought out on behalf of this permit for building. Well I have been a tenant here for 31 years and have raised 4 children here and now grand kids . This has been a beautiful place to do just that , but now for the past few years it hasn't been such a happy place. Worrying about losing the place and now having to accept putting in 44 places 86 parking places which we already have parking problems families having more then 2 cars per family and tearing down 31 protected trees and tearing down the grass area in front of the office. My concerns are the people like me that will be affected with all this construction going on dust , noise , windows are to thin and will not be able to up hold dust etc coming in and with my family and others having health issues like asthma and other things are not good how will this work ??? When I think about the other areas of apartments that have greenery in what will we be left with cement walls etc. there are so many things that really need to be thought through and look into . Like taken care of the many things that was needed to be upgraded in Sunnyhills apartments with money that was issued through City Hall about 3 years ago and nothing and yes I was one to agree at one time to say yes to this project only to be able to have a place to live , but yet he promise to take care of Sunnyhills with the funded money and nothing all he worried about putting in these money making places and we don't get what we need upgrades. The kids in here NEED a Playground put back we NEED things look at .

A8-1

A8-2

A8-3

A8-4

So please take these concerns into consideration when making your decision on this permit project request. Thank You so much for listening

Terri N

From: TPerezV. [REDACTED]
Sent: Wednesday, September 23, 2020 3:09 PM
To: Planning Department <planningdepartment@ci.milpitas.ca.gov>
Subject: [BULK] Comments regarding Sunnyhills
Importance: Low

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hello. I have been a resident at sunnyhills apartments for over 21 years.

My concern is this with the new apartments possibly being built. We difficulty with our parking here at the apartment complex regarding residents and guests. I can't imagine what another unit will bring to that.

A9-1

Also the removal of 31 trees that are protected?

That seems insane to me especially considering everything that we just went through regarding fire season. The trees are there to beautify our city and provide shade and relief from hot days and not only that but to give us Fresh Air.

A9-2

I'm wondering if the owners have the money to put up front for these new units. Why can't they put money to take care of the residents that are here presently?

A9-3

Our units are very outdated. We have outdated windows. During Fire season it was horrific especially experiencing the bad air quality when they were telling us we had to be indoors. Indoors during the Heatwave was just playing torturous.

It would have been wonderful if we had AC units in our homes along with double pane windows. To help keep the heat out and during the cold winter nights to help keep the cold air out as well.

Everyone deserves to be in a safe happy and comfortable home. We all deserve to come home and not have to worry about parking or congestion.

A9-4

I really hope the Planning Commission will take into consideration and take a look at our present residential units first before planning on expanding and putting in a new building.

I can see possibly putting in a new parking structure but we definitely do not need nor will sunnyhills benefit from having a new residential units. When the owner can't even take care of the units that he has presently.

Again I hope the Planning Commission will take into consideration to visit and see sunnyhills for yourselves and you could see how the residents are living and how this will impact not only the residents but the city.

**A9-4
cont.**

Thank you for your time and reading this.

A concern resident.

Warm regards,

Teresa P.

[Sent from Yahoo Mail on Android](#)

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) is formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the 1724 Sunnyhills Court (project). The MMRP, which is found in Table 1, lists mitigation measures recommended in the IS/MND prepared for the proposed project and identifies mitigation monitoring requirements. The Final MMRP must be adopted when the City of Milpitas (City) makes a final decision on the project.

This MMRP has been prepared to comply with the requirements of State law (Public Resources Code Section 21081.6). State law requires the Lead Agency to adopt an MMRP when mitigation measures are required to avoid significant impacts. The MMRP is intended to ensure compliance with the mitigation measures identified in the IS/MND during implementation of the project.

The MMRP is organized in a matrix format. The first two columns identify the potential impacts and corresponding mitigation measures. The third column, entitled "Timeframe for Implementation", refers to when monitoring will occur to ensure that the mitigating action is completed. The fourth column, entitled "Responsibility for Implementation", refers to the party responsible for implementing the mitigation measure. The fifth column, entitled, "Oversight of Implementation", refers to the party responsible for oversight or ensuring that the mitigation measure is implemented.

This page intentional left blank.

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.1 Aesthetics				
The proposed project could create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.	AES-1: Outdoor lighting shall be designed to minimize glare and spillover to surrounding properties. The project design and building materials shall incorporate non-mirrored glass to minimize daylight glare. All lighting elements shall comply with Sections XI-10-54-17 of the City's Zoning Ordinance and the proposed lighting plan shall be reviewed and approved by the City's Planning Division prior to issuance of a building permit.	Prior to issuance of a building permit	Project Applicant	City of Milpitas Planning Department
4.3 Air Quality				
The proposed project could violate air quality standards or contribute to an existing or projected air quality violation during construction.	AIR-1: In order to meet the BAAQMD fugitive dust threshold, the following BAAQMD Basic Construction Mitigation Measures shall be implemented: - 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.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
The proposed project could expose sensitive receptors to substantial pollutant concentrations during construction.	<u>AIR-2</u> : During construction of the proposed project, the project contractor shall ensure all off-road diesel-powered construction equipment of 50 horsepower or more used for the project construction at a minimum meets the California Air Resources Board (CARB) Tier 2 emissions standards with Level 3 or higher diesel particulate control devices, or equivalent.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
4.4 Biological Resources				
The proposed project could have a substantial adverse effect, either directly or through habitat modifications, on native birds protected under the Migratory Bird Treaty Act.	<u>BIO-1</u> : If feasible, all vegetation removal shall be conducted during the non-breeding season (i.e., September 1 to January 31) to avoid direct impacts to nesting birds. If such work is scheduled during the breeding season, a qualified biologist or ornithologist shall conduct a pre-construction survey to determine if any birds are nesting within the project site. The pre-construction survey shall be conducted within 15 days prior to the start of work from March through May (since there is a higher potential for birds to initiate nesting during this period), and within 30 days prior to the start of work from June through July. If active nests are found during the survey, the biologist or ornithologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the buffer shall be determined by the biologist or ornithologist in consultation with the California Department of Fish and Wildlife, and would be based on the nesting species, its sensitivity to disturbance, and the expected types of disturbance.	Prior to vegetation removal, vegetation trimming, or ground-disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
4.5 Cultural Resources				
The proposed project could cause a substantial adverse change in the significance of a historical archaeological resource if such resources are encountered during construction.	<u>CULT-1</u> : Should an archaeological deposit be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for Archeology contacted to assess the situation, determine if the deposit qualifies as a historical resource, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. If the deposit is found to be significant (i.e., eligible for listing in the California Register of Historical Resources), the applicant shall be responsible for funding and implementing appropriate mitigation measures. Mitigation measures may include recordation of the archaeological deposit, data recovery and analysis, and public outreach regarding the scientific and cultural importance of the discovery. Upon completion of the selected mitigations, a report documenting methods and findings shall be prepared and submitted to the City for review, and the final report shall be submitted to the Northwest Information Center at Sonoma State University.	Prior to any ground disturbing activities During all ground disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>CUL-1 continued</i>	Significant archaeological materials shall be submitted to an appropriate curation facility and used for public interpretive displays, as appropriate and in coordination with a local Native American tribal representative. The applicant shall inform its contractor(s) of the sensitivity of the project area for archaeological deposits and shall verify that the following directive has been included in the appropriate contract documents: <i>“The subsurface of the construction site may be sensitive for Native American archaeological deposits. If archaeological deposits are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified archaeologist contacted to assess the situation, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any archaeological materials. Archaeological deposits can include shellfish remains; bones; flakes of, and tools made from, obsidian, chert, and basalt; and mortars and pestles. Contractor acknowledges and understands that excavation or removal of archaeological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5.”</i>			
4.7 Geology and Soils				
The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature if encountered during construction.	GEO-1: Should paleontological resources be encountered during project subsurface construction activities, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a “qualified paleontologist” shall be an individual with the following qualifications: (1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; (2) at least two years of professional experience related to paleontology; (3) proficiency in recognizing fossils in the field and determining their significance; (4) expertise in local geology, stratigraphy, and biostratigraphy; and (5) experience collecting vertebrate fossils in the field. If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource.	During all ground disturbing activities	Project Applicant/ Construction Contractor	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>GEO-1 continued</i>	Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate. The project applicant shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract documents: <i>“The subsurface of the construction site may be sensitive for fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5.”</i>			
4.8 Greenhouse Gas Emissions				
The proposed project may be inconsistent with the City’s adopted Climate Action Plan.	<u>GHG-1:</u> The project applicant shall demonstrate compliance with the applicable measures to the City Planning Division prior to the issuance of a building permit. The following measures are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project: • Install Energy Star appliances. • Install on-site renewable energy, such as solar panels. • Use water-efficient irrigation systems and use reclaimed water, when available.	Prior to issuance of a building permit	Project Applicant	City of Milpitas Planning Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.9 Hazards and Hazardous Materials				
The proposed project could result in the release of hazardous materials into the environment as a result of ground disturbing activities.	HAZ-1: Prior to the issuance of a grading permit, shallow soil samples shall be collected at the project site by a qualified environmental professional to determine whether arsenic, other heavy metals, or OCPs are present in the site subsurface. Soil analytical results shall be screened against naturally-occurring concentrations for arsenic and other metals as well as the San Francisco Regional Water Quality Control Board's Environmental Screening Levels. Once the soil sampling analysis is complete, a report of the findings shall be submitted to the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department, or the appropriate designee, for review and approval. If contaminated soils are found in concentrations above established thresholds for construction worker safety or residential use, a Site Management Plan (SMP) shall be prepared by a qualified hazardous materials consultant to establish management practices for handling contaminated soils or other materials encountered during construction activities. The SMP shall be submitted to, and approved by, the Planning Manager of the City of Milpitas Planning and Neighborhood Services Department prior to the issuance of a grading permit.	Prior to the issuance of a grading permit	Project Applicant	City of Milpitas Planning Department
The proposed project could result in the release of hazardous materials into the environment as a result of building demolition activities.	HAZ-2: Prior to the issuance of any demolition permits for existing structures on the project site, a comprehensive Hazardous Building Materials Survey (HBMS) for the project site shall be prepared and signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials, lead-based paint, polychlorinated biphenyls-containing materials and electrical equipment and any other hazardous building materials. The HBMS and abatement specifications shall be submitted to and approved by the City prior to the start of abatement activities. The HBMS shall include abatement specifications for the stabilization and/or removal of the identified hazardous building materials in accordance with all applicable laws and regulations. The demolition contractor(s) shall implement the abatement specifications and submit to the City evidence of completion of abatement activities prior to demolition of the existing structures.	Prior to the issuance of a demolition permit	Project Applicant	City of Milpitas Planning Department
4.10 Hydrology and Water Quality				
The proposed project could violate water quality standards or waste discharge requirements during construction.	HYD-1: Prior to construction, the project applicant shall prepare and implement a SWPPP, meeting Construction General Permit requirements (State Water Resources Control Board Order No. 2009-000-DWQ, as amended) designed to reduce potential adverse impacts to surface water quality through the project construction period. The SWPPP shall be submitted to the City for review and	Prior to the issuance of grading permits	Project Applicant	City of Milpitas Engineering Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
<i>HYD-1 continued</i>	approval prior to the issuance of any permits for ground disturbing activities. The SWPPP shall be prepared by a Qualified SWPPP Developer in accordance with the requirements of the Construction General Permit. These include: BMPs for erosion and sediment control, site management/housekeeping/waste management, management of non-stormwater discharges, run-on and runoff controls, and BMP inspection/maintenance/repair activities. BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction. The SWPPP shall include a construction site monitoring program that identifies requirements for dry weather visual observations of pollutants at all discharge locations, and as appropriate (depending on the Risk Level), sampling of the site effluent and receiving waters. A Qualified SWPPP Practitioner shall be responsible for implementing the BMPs at the site and performing all required monitoring and inspection/maintenance/repair activities.			
The proposed project could violate water quality standards or waste discharge requirements during operation.	<u>HYD-2:</u> The project applicant shall fully comply with the Water Board stormwater permit requirements, including Provision C.3 of the MRP. The project applicant shall prepare and implement a SCP for the project. The SCP shall be submitted to the City for review and approval prior to the issuance of any permits for ground disturbing activities. The SCP would act as the overall program document designed to provide measures to mitigate potential water quality impacts associated with the operation of the proposed project. At a minimum, the SCP for the project shall include: • An inventory and accounting of existing and proposed impervious areas. • Low Impact Development (LID) design details incorporated into the project. Specific LID design may include, but is not limited to: using pervious pavements and green roofs, dispersing runoff to landscaped areas, and/or routing runoff to rain gardens, cisterns, swales, and other small-scale facilities distributed throughout the site. • Measures to address potential stormwater contaminants. These may include measures to cover or control potential sources of stormwater pollutants at the project site. • A Draft Stormwater Facility Operation and Maintenance Plan for the project site, which will include periodic inspection and maintenance of the storm drainage system. Persons responsible for performing and funding the requirements of this plan shall be identified. This plan must be finalized prior to issuance of building permits for the project.	Prior to the issuance of grading permits	Project Applicant	City of Milpitas Planning Department City of Milpitas Engineering Department

Table 1: Mitigation Monitoring and Reporting Program

Impact	Mitigation Measures	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
4.13 Noise				
The proposed project could expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies during construction.	NOI-1: The project contractor shall implement the following measures during construction of the project: - Equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards. - Place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the active project site. - Locate equipment staging in areas that would create the greatest possible distance between construction-related noise sources and noise-sensitive receptors nearest the active project site during all project construction. - Ensure that all general construction related activities are restricted to 7:00 a.m. and 7:00 p.m. - Designate a "disturbance coordinator" at the City of Milpitas who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and would determine and implement reasonable measures warranted to correct the problem.	During all phases of construction	Project Applicant/ Construction Contractor	City of Milpitas Planning Department
The proposed project could result in the generation of excessive groundborne vibration during construction.	NOI-2: During all construction activities the project construction contractor shall restrict the usage of large bulldozers or other similarly heavy construction equipment within 15 feet of the existing buildings to the north of proposed Buildings A and B and to the west of proposed Buildings E and F.	During all construction activities	Project Applicant	City of Milpitas Planning Department City of Milpitas Public Works Department
4.17 Transportation				
The proposed project could substantially increase hazards due to a geometric design feature.	TRA-1: Prior to final design, the placement of any landscaping, monuments, signs, and on-street parking zones within the sight triangles of the site driveways shall be reviewed and approved by Public Works staff to ensure adequate corner sight distance is provided.	Prior to the issuance of a building permit	Project Applicant	City of Milpitas Planning Department City of Milpitas Engineering Department

Source: LSA 2020.

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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Staff Report on Railroad Quiet Zone Process and Provide Direction to Staff
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	11/17/2020
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Receive staff report on Railroad Quiet Zone process and provide direction to staff.

Background:

During the August 4, 2020 City Council meeting, the Vice Mayor mentioned the City of San Jose's effort to establish railroad quiet zones and asked for a status on this effort in Milpitas since it was on the Council's list of agenda items. Direction at the meeting was for the Vice Mayor and the City Manager to research and track the issue before returning to the City Council for discussion.

Railroads are regulated under the Federal Railroad Administration (FRA), and the requirement for use of horns is regulated under Train Horn Rule (49 CFR Part 222), where locomotive engineers must begin to sound train horns at least 15 seconds in advance of all public grade railroad crossings. Train horns must be sounded in a standardized pattern to warn the public of an approaching locomotive that can require up to a mile to come to a stop once brakes are applied. The maximum volume level for the train horn is 110 decibels and the minimum sound level is 96 decibels. In comparison, normal human conversation is approximately 60 decibels and a lawn mower are approximately 90 decibels.

Under the requirements of the FRA, there is an ability for communities to establish a Railroad Quiet Zone where the use of train horns is limited or not required. A railroad quiet zone is defined as a section of rail line at least one-half mile in length that contains one or more consecutive public grade crossings or a single public grade crossing at which locomotive horns are not routinely sounded. Federal guidelines require local governments interested in establishing a quiet zone to work with the railroad, state transportation authority, and the California Public Utility Commission (CPUC) to assess the risk of locomotive-motor vehicle collisions at each grade crossing where a quiet zone is sought. Communities seeking to establish quiet zones are required to finance all necessary street and rail crossing safety improvements.

There are two types of Quiet Zones that may be established, a Partial-Day (10 pm to 7 am) or an All-Day Quiet Zone. The requirements to establish either type of quiet zone are the same, however the railroad and CPUC maybe more amendable to permit a partial-day quiet zone due to lower nighttime traffic volumes. For establishment of a quiet zone, the following criteria and requirements are to be evaluated by the community:

- a. Supplemental Safety Measures (SSM) are to be installed at every public highway-rail grade crossing within the Railroad Quiet Zone. These could include one or more of the following:
 - 1 - Temporary or permanent closure of the highway-rail crossing
 - 2 - Grade Separation of the highway-rail crossing
 - 3 - Installation of four-quadrant crossing gates, street medians, traffic channelizer devices, vehicle presence detection
 - 4 - Conversion of the street to One-Way with Crossing Gates
- b. The Quiet Zone Risk Index (QZRI) has been calculated and is already at or below the Nationwide Significant Risk Threshold (NSRT) without implementation of SSMs.

- c. Sufficient installations of SSMS to reduce the Quiet Zone Risk Index (QZRI) to a level at or below the Nationwide Significant Risk Threshold (NSRT).
- d. Sufficient installations of SSMS to reduce the Quiet Zone Risk Index (QZRI) to a level at or below the Risk Index with Horns (RIWH)

City of San Jose Quiet Zone Study

In July 2020, the City of San Jose completed a railroad quiet zone feasibility study evaluating 14 rail crossings within San Jose to determine if they can satisfy the requirements to establish a Railroad Quiet Zone. The study determined the Quiet Zone Risk index (QZRI) for the corridor within San Jose to be just below the Nationwide Significant Risk Threshold (NSRT), which meets the criteria to establish a partial Railroad Quiet Zone during the nighttime between 10PM to 7AM. However, the study warns that establishment of Railroad Quiet Zones may not be permanent and can revert as traffic volumes increase within the corridor. The study also recommend San Jose install significant and costly rail crossing improvements at the various crossings.

San Jose began the process to establish partial Railroad Quiet Zones from 10PM to 7AM at all 14 rail crossings. Their process and timeline are as follows:

- July: Submitted "Notice of Intent" to the Federal Railroad Administration (FRA), California Public Utilities Commission (CPUC), Union Pacific Railroad (UPRR), and Caltrans
- July - September: Anticipate receiving comments from stakeholders during a 60-day comment period
- October: If comments from CPUC and UPRR are addressed without requiring additional actions, a "Notice of Establishment" stating the date on which the Partial Quiet Zone will start will be issued
- The Partial Quiet Zone can start a minimum of 21 days after issuance of the Notice of Establishment

San Jose also desires to curtail the use of train horns along the rail corridor as a result of trespassing and homeless activity where train operators must regularly sound the horn to warn people observed within the rail corridor illegally. The City of San Jose and UPRR are developing a Memorandum of Understanding (MOU) to allow San Jose PD to perform law enforcement activities within UPRR'S right of way.

Analysis:

The City of Milpitas has 11 at-grade railroad crossings where the City has roadway easements from UPRR which owns and operates the rail facilities at the following locations:

1. Dixon Landing Road (Segment 1)
2. Railroad Avenue (Segment 1)
3. Curtis Avenue (Segment 1)
4. Great Mall Drive (Segment 1) (Private Drive)
5. Great Mall Parkway (Segment 1)
6. Montague Expressway (Segment 1) (County owned expressway)
7. Piper Drive (Segment 2)
8. South Milpitas Boulevard (Segment 2)
9. Ames Avenue west of Penitencia Creek (Segment 2)
10. Ames Avenue east of Penitencia Creek (Segment 2)
11. Yosemite Avenue (Segment 2)

Staff reviewed the Federal Railroad Administration's public database for gated railroad crossings to estimate the Quiet Zone Risk Index (QZRI) for each crossing:

1.	Dixon Landing Road (Segment 1)	17,252.23
2.	Railroad Avenue (Segment 1)	28,120.84
3.	Curtis Avenue (Segment 1)	14,911.74
4.	Great Mall Drive (Segment 1)	20,250.53
5.	Great Mall Parkway (Segment 1)	31,593.35
6.	Montague Expressway (Segment 1)	48,107.38
7.	Piper Drive (Segment 2)	1,499.02

8.	South Milpitas Boulevard (Segment 2)	Score Not Available, <u>currently not gated*</u>
9.	Ames Avenue west of Penitencia Creek (Segment 2)	Score Not Available, <u>currently not gated*</u>
10.	Ames Avenue east of Penitencia Creek (Segment 2)	Score Not Available, <u>currently not gated*</u>
11.	Yosemite Avenue (Segment 2)	Score Not Available, <u>currently not gated*</u>

*Crossings without gates do not qualify for Railroad Quiet Zone and calculation cannot be performed.

These risk index numbers listed above for each crossing were compared with the National Significant Risk Threshold number (NSRT) of 13,811 to determine if each crossing location would meet the requirement to establish a Quiet Zone. The requirement is the risk number at each crossing must be at or below the NSRT number of 13,811. The risk index numbers for 10 of the 11 crossing are above the national threshold. Without crossing improvements, the crossings within Milpitas do not qualify for establishment of a quiet zone.

- Segment 1 from Dixon Landing Road to Montague Expressway has an average QZRI of 26,706.01, which is greater than the threshold of 13,811. Therefore, this segment does not qualify for a Quiet Zone without crossing improvement.
- Segment 2 from South Milpitas Boulevard to Yosemite Drive does not have crossing gates so this segment does not qualify for a Quiet Zone without crossing improvement.
- Piper Drive crossing has an index that is below QZRI. However, this crossing alone cannot establish a quiet zone because the minimum ½ mile quiet zone distance encompasses other crossing that does not meet the quiet zone requirement.

The estimated average cost to fund installation of rail crossing Supplemental Safety Measures is \$2.4 million to \$4.1 million per crossing as discussed in the San Jose feasibility study. Installation of safety measures at each of the 10 crossings in Milpitas to reduce the risk safety number would be required for the crossings to be considered for establishment of a quiet zone. The City would be required to fund the crossing improvements, and the estimated cost to improve all 10 rail crossings in Milpitas is between \$24 million and \$41 million.

Staff researched state and federal grant opportunities that could be used to help offset the high cost of crossing improvements which may help in the establishment of quiet zones. While there are no grants specifically available for the establishment of quiet zones, there are grants available for the construction of rail crossing safety improvements. The Federal Railway-Highway Crossing (Section 130) Program does provide funds for the elimination of hazards at railway-highway crossings. There are high demands for the funding and limited State and County funding opportunities. Grant funding is usually reserved for high speed, high risk crossings or for locations where a roadway closure may be a component of the overall improvement. Staff is also reaching out to the Valley Transportation Authority and the Metropolitan Transportation Authority to gauge their interest in partnering with the City to fund crossing improvements.

Staff briefed the Vice Mayor on the rail quiet zone subject on September 25, 2020, and it was requested this item be brought to the full City Council for discussion.

The funding of a new Capital Improvement Program project would be required if Council direction was for staff to move forward with a plan and feasibility study for implementation of quiet zones within Milpitas. Staff anticipates the study would focus on 6 main rail crossings between Dixon Landing Road and Montague Expressway, where train traffic is more frequent to determine the extent, cost, and feasibility of quiet zone establishment at these crossings. The following are the 6 rail crossings that could be studied:

1. Dixon Landing Road (Segment 1)
2. Railroad Avenue (Segment 1)
3. Curtis Avenue (Segment 1)
4. Great Mall Drive (Segment 1)
5. Great Mall Parkway (Segment 1)
6. Montague Expressway (Segment 1)

Staff also contacted the engineering firm that prepared the San Jose Quiet Zone Feasibility Study, JMA Civil, Inc., to estimate the cost of such a feasibility study for Milpitas. The cost is estimated to be within the \$300,000 range due to the required data collection, engineering services, and field meetings with Union Pacific Railroad where their time would be charged. The following is a breakdown of feasibility study cost:

Administration	\$50K
Consultant engineering services	\$100K
UPRR consultation services	\$100K
Traffic data collection	\$50K
Total	\$300K

Fiscal Impact:

None at this time. However, if Council direction is for staff to proceed with a new project to study the establishment of quiet zones, initial project funding would require a \$300,000 budget appropriation from the General Government CIP Fund into a new Capital Improvement Project.

It is important to note that in response to the fiscal downturn caused by the Pandemic, the Council approved the deferral of various capital projects to increase the fund balance in the General Government CIP Fund by \$4.1 million. The intent of this fiscal strategy was to have sufficient funds available for unknown future urgent capital project improvements to address health and safety issues or to return a portion of the fund balance to the General Fund to address General Fund shortfalls.

California Environmental Quality Act:

None

Recommendation:

Receive a staff report on Railroad Quiet Zone Process and provide direction to staff.

Attachments:

- 1) San Jose Quiet Zone Study
- 2) Milpitas Rail Crossing Map



PREPARED FOR:



CITY OF SAN JOSE WARM SPRINGS SUB QUIET ZONE FEASIBILITY STUDY

PREPARED BY:

FINAL REPORT



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JULY 15, 2020

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1. Introduction

Home to over 1 million people, the City of San Jose is a major technology hub in the Bay Area and is the tenth most populous city in the United States. The City has several major transit and freight rail lines which form a transportation hub at the downtown Diridon Station. VTA, Caltrain, ACE and Amtrak all provide transit service to this station, with plans for future BART and High-Speed Rail. This hub creates an exciting opportunity for future City growth. The Union Pacific Railroad Warm Springs subdivision freight line also extends east from Diridon Station through downtown, traversing dense residential neighborhoods.

In October of 2018, UPRR adopted a new operating plan called “Unified Plan 2020”, which modified its operations on the Warm Spring Subdivision, including an increase in train operations at night. Currently, UPRR operates an average of six trains per day (three trains during the day and three trains during the night). The night trains pass through starting around 8pm and ending in the early hours of the morning. UPRR trains blow their horn as they approach the at-grade crossings as required by federal law, also known as the Train Horn Rule. Downtown residents impacted by night train horns have raised complaints to the City, and thus, prompted the City to evaluate a Quiet Zone on the Warm Springs Subdivision.

The purpose of the San Jose Warm Springs Quiet Zone Study is to determine the feasibility of a Quiet Zone on a portion of the Union Pacific Railroad (UPRR) Warm Springs Subdivision corridor in the City of San Jose (City). This study summarizes the quiet zone establishment process, existing conditions, stakeholder engagement, potential costs of improvements, quiet zone risk index calculations, and next steps for implementing a quiet zone.

A map of the quiet zone study area and existing at-grade crossings is shown in **Figure 1**.

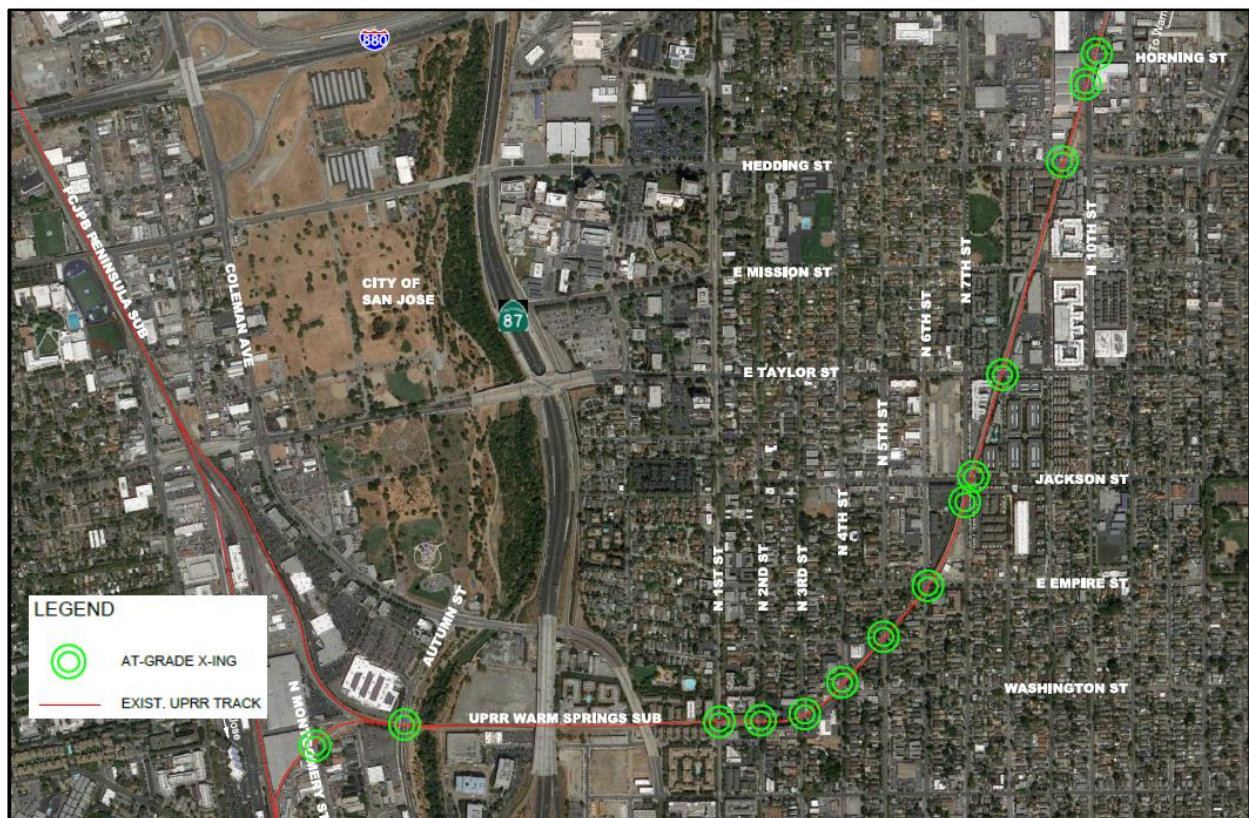


Figure 1 - At-Grade Crossing Location Map

2. Definitions

- Federal Railroad Administration (FRA): The FRA issues, implements, and enforces railroad safety regulations, including the Train Horn Rule.
- Train Horn Rule: regulations laid out in the Code of Federal Regulations (CFR) Title 49 Section 222. These regulations require locomotive horn use at public highway-rail grade crossings except in quiet zones.
- Public Authority: the public agency responsible for traffic control or law enforcement at the public highway-rail grade or pedestrian crossing (in this case the City of San Jose). Only the Public Authority may establish a quiet zone.
- Public highway-rail grade crossing: a location where a public highway, road, or street, including associated sidewalks or pathways, crosses one or more railroad tracks at grade.
- Quiet Zone: A segment of a rail line, within which is situated one or a number of consecutive public highway-rail crossings at which locomotive horns are not routinely sounded.
- Partial Quiet Zone: a section of the rail line where locomotive horns are routinely sounded in the day time hours and the horns sounding is restricted from 10:00 PM to 7:00 AM. The requirements and procedures to establish a Partial Quiet Zone are the same as for a 24-hour Quiet Zone.
- Risk Index With Horns (RIWH): a measure of risk to the motoring public at public highway-rail grade crossings where locomotive horns are routinely sounded.
- Quiet Zone Risk Index (QZRI): a measure of risk to the motoring public at public highway-rail grade crossings in a quiet zone, after adjustment to account for increased risk due to lack of locomotive horn use at the crossings (if horns are presently sounded at the crossings) and reduced risk due to implementation, if any, of SSMs and ASMs with the quiet zone.
- Nationwide Significant Risk Threshold (NSRT): a measure of risk, calculated on a nationwide basis, which reflects the average level of risk to the motoring public at public highway-rail grade crossings equipped with flashing lights and gates and at which locomotive horns are sounded.
- Supplementary Safety Measure (SSM): a safety measure approved by the FRA as an effective substitute for the locomotive horn in the prevention of highway-rail casualties. SSMs can be used to lower the QZRI in a proposed quiet zone. The Train Horn Rule lists the following SSMs:
 - i. Temporary Closure of a Public Highway-Rail Grade Crossing [i.e. closure during quiet zone periods]
 - ii. Four-Quadrant Gate System
 - iii. Gates with Medians or Channelization Devices
 - iv. One-Way Street with Gate(s)
 - v. Permanent Closure of a Public Highway-Rail Grade Crossing
- Alternative Safety Measure (ASM): a safety system or procedure, other than an SSM, which is provided by the appropriate traffic control authority or law enforcement authority and which, after individual review and analysis by the FRA, is determined to be an effective substitute for the locomotive horn in the prevention of highway-rail casualties at specific highway-rail grade crossings. The Train Horn Rule discusses types of ASMs.
- UPRR: Union Pacific Railroad Company. This is the railroad operating in the proposed quiet zone.

- Stakeholders: the Train Horn Rule requires that the Public Authority send required notices in the quiet zone process to stakeholders, which include the FRA, California Public Utilities Commission (CPUC), California Department of Transportation (Caltrans), railroads operating in the proposed quiet zone, and the traffic law enforcement unit.
- MUTCD: Manual on Uniform Traffic Control Devices.

3. Quiet Zone Establishment Process

The FRA is the federal government agency with jurisdiction over Quiet Zones. Under the Train Horn Rule, locomotive engineers are required to sound train horns for a minimum of 15 seconds, and a maximum of 20 seconds, in advance of all public highway-rail grade crossings.

The rule also provides opportunities for the Public Authority to mitigate the effects of the train horn noise by establishing Quiet Zones.

The Train Horn Rule specifies minimum requirements that must be met before a Quiet Zone can be established, including:

1. The Quiet Zone must be at least one-half mile long.
2. All grade crossings in the Quiet Zone must have crossing gates and flashing lights.
3. All approaches to grade crossings in the Quiet Zone must have MUTCD advance warning signs.
4. Bells at grade crossings with pedestrian traffic in the Quiet Zone must be in working condition.
5. All public grade crossings must be MUTCD compliant.

In addition to the minimum criteria requirements, the Train Horn Rule specifies two primary methods to establish a Quiet Zone:

1. **Public Authority Designation.** The Public Authority may designate a quiet zone without the need for formal application to, and approval by, FRA, if the proposed quiet zone complies with conditions a., b., c., or d. below. The Public Authority would have to issue required notices to the stakeholders before the quiet zone could begin.
 - a. Implement SSMs at every public highway-rail grade crossing within the quiet zone.
 - b. The Quiet Zone Risk Index (QZRI) is already at, or below, the Nationwide Significant Risk Threshold (NSRT) without being reduced by implementation of SSMs.
 - c. Implement enough SSMs to reduce the Quiet Zone Risk Index (QZRI) to a level at, or below, the Nationwide Significant Risk Threshold (NSRT).
 - d. Implement enough SSMs to reduce the Quiet Zone Risk Index (QZRI) to a level at, or below, the Risk Index With Horns (RIWH).
2. **Public Authority Application to FRA.** The Public Authority may apply to FRA for approval of a Quiet Zone on the basis of condition a. or b. below. The Public Authority would have to issue required notices and the application to the stakeholders. The FRA would review the application and any comments received from the stakeholders before issuing a decision.
 - a. Implement ASMs or a combination of ASMs and SSMs sufficient to reduce the Quiet Zone Risk Index (QZRI) to at or below the Risk Index With Horns (RIWH).
 - b. Implement ASMs or a combination of ASMs and SSMs sufficient to reduce the Quiet Zone Risk Index (QZRI) to at or below the Nationwide Significant Risk Threshold (NSRT).

4. Existing Conditions

The proposed Quiet Zone is 1.8 miles long and contains 14 public highway-rail grade crossings. There are no private or pedestrian grade crossings in the proposed corridor. A site visit to the crossings was performed on June 25, 2019 to assess existing conditions. Photos of the crossings from the site visit are included in Appendix A. A summary of the crossings is included in Table 1.

Table 1 - Existing At-Grade Crossing Characteristics

Street Name	FRA Crossing No.	Warm Springs Milepost	Surrounding Land Use	Previous AADT*	Revised AADT**	Roadway Functional Class	Roadway Posted Speed	Traveled Way (Lanes)
Horning St	750117C	15.46	Residential/Commercial	3,824	n/a	Local	25	2
N. 10th St	750118J	15.50	Industrial/Commercial	15,317	n/a	Minor Arterial	35	4, w/ Class 2 bike lanes
E. Hedding St	750121S	15.64	Residential/Commercial	14,958	15,539	Principal Arterial	30	2, w/ Class 2 bike lanes
E. Taylor St	750127H	16.00	Residential/Commercial	12,312	12,842	Minor Arterial	25	2
Jackson St	750128P	16.17	Residential	2,900	n/a	Major Collector	25	2
N. 7th St	750129W	16.19	Residential/Commercial	2,130	3,620	Major Collector	25	2, w/ Class 3 sharrows
N. 6th St/ E. Empire St	750131X	16.345	Residential/Commercial	2,035	3,100	Major Collector	25	2, w/ Class 2 bike lanes
N. 5th St	750132E	16.448	Residential	2,136	2,227	local	25	2
N. 4th St	750133L	16.546	Residential/Commercial	5,709	n/a	Minor Arterial	25	2, w/ Class 2 bike lanes
N. 3rd St	750134T	16.63	Residential/Commercial	4,077	3,992	Major Collector	25	2, w/ Class 2 bike lanes
N. 2nd St	750135A	16.702	Residential	2,951	5,974	Major Collector	25	2, w/ Class 2 bike lanes
N. 1st St	750136G	16.777	Residential	7,337	7,836	Principal Arterial	25	2
Autumn Pkwy	924191R	17.315	Open Space/Commercial/Recreational	5,000	11,430	Local	30	4, w/ Class 2 bike lanes
N. Montgomery St	750151J	17.464	Industrial/Commercial	1,792	n/a	Local	25	2
*AADT count based on 2016 data.								
**AADT count based on either 2016, 2017, or 2018 data.								

Comprehensive information about each crossing is recorded in FRA Crossing Inventory Reports, publicly available online. The data in these reports include traffic volumes, train volumes, and other variables that are used by FRA to generate the risk index at each crossing. It is important to have accurate data in the reports to generate accurate risk indices. **Table 1** indicates that AADT for several crossings was recently updated in the Crossing Inventory Reports in January 2020. The updated Crossing Inventory Reports are included in **Appendix B**.

A description of the warning devices at each of the grade crossings is provided in the sections below.

4.1 Horning Street and N. 10th Street

Horning and N. 10th are two separate crossings adjacent to each other. There are two UPRR tracks that cross each road at a skew, a main line and spur track. The spur track discontinues west of the 10th St crossing. Railroad advanced warning signage and pavement delineation are included on all approaches. The crossings are protected by four CPUC No. 9 gates with flashing lights (8") and bells. A commercial driveway is approximately 45 feet north of N. 10th Street crossing as measured from the crossing arm. There are sidewalks on both sides of Horning Street east of the crossing. There is sidewalk only along the east side of N. 10th Street to the south of the crossing. Bike lanes are present along both sides of N. 10th Street.

4.2 East Hedding Street

The UPRR main line crosses E. Hedding Street at a small skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9A cantilevers with crossing gates, warning bells, and flashing lights (8"). There are driveways near the crossing in all four quadrants. The driveway in the southwest quadrant is for emergency access only. Sidewalks and bike lanes are present on both sides of the road.

4.3 East Taylor Street

The UPRR main line crosses E. Taylor Street at a small skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9A cantilevers with crossing gates, warning bells, and flashing lights (8"). There are existing driveways within 60 feet of the crossing gates in all four quadrants. The driveways in the northwest and southwest quadrants are for emergency access only. There is a bus stop over 150 feet west of the crossing in the eastbound direction. Sidewalks are present on both sides of the road.

4.4 N 7 Street and Jackson Street

Jackson Street and N. 7th Street are two separate crossings adjacent to each other. The UPRR main line crosses both roads at a skew. Railroad advanced warning signage and pavement delineation are included on all approaches. The crossings are protected by four CPUC No. 9 crossing gates with flashing lights (8") and one CPUC No. 9A with cantilever and flashing lights. There are two residential driveways within 10' of the crossing arms on Jackson Street. There are sidewalks present along both sides of N. 7th Street and Jackson Street, except for a 60-foot sidewalk gap at the northeast corner of the intersection on N. 7th Street. Bike shared-lane markings (sharrows) are present in both directions of N. 7th Street.

4.5 N. 6th Street and E Empire Street

The UPRR main line crosses the intersection of N. 6th Street and E. Empire Street at a skew. Railroad advanced warning signage and pavement delineation are included on all approaches. The crossing is protected by two CPUC No. 9 crossing gates with flashing lights and two CPUC No. 9A with cantilever,

crossing gate, and flashing lights (12"). There are sidewalks present along both sides of N. 6th Street and E. Empire Street. Bike lanes are present on E. Empire Street.

4.6 N. 5th Street

The UPRR main line crosses N. 5th Street at a skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9A cantilever with crossing gates, warning bells, and flashing lights (12"). There is one residential driveway on the west side of the street and one residential driveway on the east side of the street, each of which are located in between the respective crossing gate and the track. Sidewalks are present on both sides of the road.

4.7 N. 4th Street

The UPRR main line crosses N. 4th Street at a skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9 crossing gates with warning bells and flashing lights (12") and two CPUC No 8 flashers in the medians. There is one driveway within 10 feet of the crossing gate along southbound N. 4th Street. Sidewalks and bike lanes are present on both sides of the road.

4.8 N. 3rd Street

The UPRR main line crosses N. 3rd Street at a small skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9 crossing gates with warning bells and flashing lights (12") and two CPUC No 8 flashers in the medians. There are two driveways within 60 feet of the crossing. Sidewalks and bike lanes are present on both sides of the road.

4.9 N. 2nd Street

The UPRR main line crosses N. 2nd Street at 90 degrees. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by one CPUC No. 9 crossing gates with warning bells and flashing lights (12") in the northbound direction and one CPUC No. 9A Cantilever with crossing gate, warning bells, and flashing lights in the southbound direction. There are two driveways within 60 feet of the crossing. Sidewalks and bike lanes are present on both sides of the road.

4.10 N. 1st Street

The UPRR main line crosses N 1st Street at 90 degrees. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by two CPUC No. 9 crossing gates with warning bells and flashing lights (12"). Concrete barriers exist along the centerline for over 100 feet on each approach. Sidewalks are present on both sides of the road.

4.11 Autumn Parkway

The UPRR main line crosses Autumn Parkway at 90 degrees. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by four CPUC No. 9 crossing gates with warning bells and flashing lights (12") and two CPUC pedestrian No. 9 crossing gates with warning bells and flashing lights. There is one driveway within 60 feet of the crossing gate. Bike lanes are present on both sides of the road. There is a sidewalk on the west side of the road and a multi-use path on the east side of the road.

4.12 N Montgomery Street

The UPRR main line crosses N. Montgomery Street at a small skew. Railroad advanced warning signage and pavement delineation are included on both approaches. The crossing is protected by one CPUC No. 9 crossing gate with warning bells and flashing lights (12") for southbound traffic and one CPUC No. 9A cantilever with crossing gate and flashing lights (12") for northbound traffic. There are three driveways within 60 feet of the crossing. Sidewalks are present on both sides of the road.

5. Stakeholder Engagement

The Train Horn Rule requires that the Public Authority engage particular stakeholders in the quiet zone establishment process. The City of San José engaged these stakeholders (CPUC, UPRR, and FRA) in order to understand concerns with a potential quiet zone on the corridor, and to anticipate potential safety improvements that may be conditioned on a quiet zone through the Public Authority Application process.

On October 22, 2019, a web meeting was conducted with the stakeholders. In the meeting, conceptual improvement plans for all 14 crossings were reviewed with the stakeholders and their preliminary input was solicited.

On February 25-27, 2020, a site diagnostic meeting was performed with the stakeholders. Conceptual improvement plans incorporating revisions based on comments from the October 2019 meeting were presented to the stakeholders during the site diagnostic meeting and input was solicited from the stakeholders. The conceptual improvement plans are shown in **Appendix C**.

General comments from the meetings that are common to all of the crossings are as follows:

1. Evaluate all CA MUTCD required warning signage and pavement delineation. Refresh faded markings. Replace non-compliant signs. Consider relocating signs and markings for optimal placement while maintaining CA MUTCD compliance.
2. Remove or maintain trees on the approaches to the crossings to ensure visibility of the crossing flashing lights and signs are not obstructed.
3. Channelize pedestrians along the back of sidewalk so that they cross the tracks safely and as close to 90 degrees as possible.
4. Provide R15-8 "Look" signs and tactile warning strips on sidewalk approaches to the crossings.
5. Evaluate closing driveways within 100 feet of the crossing.
6. Evaluate the illumination of each crossing to ensure that the approaches are sufficiently illuminated for visibility.
7. Provide R8-8 "Do Not Stop on Tracks" signs in all locations with observed queuing on the tracks.
8. Perform traffic studies in accordance with MUTCD 4C.01 to determine queueing probability and evaluate preventive measures to eliminate queueing on the tracks.
9. For any projects that modify the electrical components of a crossing, CPUC will require existing 8" incandescent / flashing lights be upgraded to 12" LED lights. UPRR noted that head upgrades cannot be accommodated on existing equipment and will trigger a replacement of the entire equipment.

In addition, the stakeholders recommended major improvements at several crossings. These are summarized in **Table 2** in the next section. All input solicited by the stakeholders for the crossings are noted in the meeting minutes, included in **Appendix D**.

6. Cost Estimate

An order of magnitude construction cost estimate was developed for each crossing based on improvements recommended by the stakeholders. The recommended improvements and cost estimates are summarized in **Table 2** below. Some locations reflect a higher improvement than was discussed in the field diagnostic; this was done where existing gates need full replacement due to undersized flashing lights and the cost of upgrading to a 4-quadrant vehicle gate system becomes economical.

Table 2 - Order-of-Magnitude Construction Cost Estimate Summary

Location	Stakeholder Recommended Improvements	Order of Magnitude Construction Cost Estimate	
		Low	High
Horning St and N. 10th St	- Cul-de-sac Horning St at 10th St - Cul-de-sac Santa Ana Ave at 10th St - Install sidewalk along east side of 10th St n/o crossing (550') - Install channelizers on north and south legs of 10th St - Remove vehicle gate system on Horning St - Install pedestrian crossing system across tracks on east side of 10th St - Replace vehicle gate system on 10th St (to upgrade flashers and optimize locations) - Upgrade railroad signal house - Install queue cutter signals on 10th to control NB/SB traffic over tracks	\$ 2.7M	\$4.3M
E. Hedding St	- Replace vehicle gate system with 4-quad vehicle gates - Install full pedestrian treatments on all (4) quadrants - Upgrade railroad signal house - Install advanced preemption for 10th/Hedding traffic signal or install queue cutter signal(s)	\$ 1.5M	\$2.9M
E. Taylor St	- Bulb out curb lines at the crossing - Replace vehicle gate system with 4-quad vehicle gates - Install full pedestrian treatments on all (4) quadrants - Install advanced preemption for Taylor/7th traffic signal or install queue cutter signal(s) - Upgrade railroad signal house	\$1.9M	\$3.5M
N. 7th St And Jackson St	- Bulb out curb lines at the intersection - Replace vehicle gate system (to accommodate new curb line, optimize locations, upgrade flashers) - Install traffic signal with pre-signal(s) - Install full pedestrian treatments on all (6) quadrants - Install channelizers on 7th north and south legs - Install channelizers on Jackson east leg - Upgrade railroad signal house	\$3.9M	\$6.4M

Table 2 - Order-of-Magnitude Construction Cost Estimate Summary

Location	Stakeholder Recommended Improvements	Order of Magnitude Construction Cost Estimate	
		Low	High
N. 6th St/ E. Empire St	- Bulb out curb lines at the intersection - Replace vehicle gate system (to accommodate new curb line, optimize locations) - Install traffic signal - Install full pedestrian treatments on all (4) quadrants - Install channelizers on all (4) legs - Upgrade railroad signal house	\$3.2M	\$5.1M
N. 5th St	- Extend median on south leg closer to track - Fill median gap on north leg - Cut new median gaps on north and south legs at least 60' away - Install No. 8 flashers in off-quads (2) - Install channelizers on top of median islands on north and south legs	\$0.1M	\$0.2M
N. 4th St	- Cul-de-sac Washington St at 4th - Extend medians closer to tracks - Install No. 8 flashers in off-quads (2) - Install channelizers on all (2) legs	\$0.5M	\$0.8M
N. 3rd St	- Install No. 8 flashers in off-quads (2) - Install channelizers on south leg	\$0.1M	\$0.2M
N. 2nd St	- Bulb out curb lines at the crossing - Replace vehicle gate system with 4-quad vehicle gates (to optimize locations and make space for ped treatments) - Install full pedestrian treatments on all (4) quadrants - Install channelizers on all (2) legs - Upgrade railroad signal house	\$1.8M	\$3.0M
N. 1st St	- Install full pedestrian treatments on all (4) quadrants - Relocate one streetlight pole at NW quad	\$0.4M	\$0.6M
Autumn Pkwy	- Replace vehicle gate system with 4-quad vehicle gates (to optimize locations and make space for ped treatments) - Replace and install full pedestrian treatments on all (4) quadrants - Upgrade railroad signal house - Install channelizers on all (2) legs	\$1.4M	\$2.4M
N. Montgomery St	- Bulb out curb lines at the crossing - Replace vehicle gate system with 4-quad vehicle gates (to optimize locations and make space for ped treatments) - Install full pedestrian treatments on all (4) quadrants - Install channelizers on all (2) legs - Upgrade railroad signal house	\$1.8M	\$3.0M
Total		\$ 19.3M	\$32.4M

7. Quiet Zone Risk Index Calculation

The QZRI is the average risk index for all grade crossings in a proposed Quiet Zone. This index takes into account the increased risk of collision caused by the absence of train horns and the decreased risk with the use of safety measures (SSMs and ASMs). Safety measures are used to decrease the QZRI so that it may qualify for a quiet zone; the QZRI must be equal to or less than the Risk Index With Horns (RIWH) or the Nationwide Significant Risk Threshold (NSRT).

Table 3 summarizes risk indices based on the FRA risk index calculator. The column “Risk Index without Horns” identifies the risk index at each crossing if no locomotive horns were sounded, assuming no safety measures are implemented on the corridor. The bottom of the column is the corridor-average risk if no locomotive horns are sounded, 12,721.41; this would be the QZRI if no additional safety measures are proposed. The last column “Risk Index without Horns, factoring in SSMs & ASMs” indicates the risk index at each crossing if safety measures are implemented and horns are not sounded. The second to last column indicates the amount of risk reduction credit that was used to calculate the last column; the risk reduction credit is based on the recommended improvements (**Table 2**).

Table 3 indicates that the “Risk Index without Horns”, i.e. the QZRI if no additional safety measures are proposed, is 12,721.41 which is less than the NSRT of 13,811.

Table 3 - QZRI Result Comparison

At Grade Crossing	Risk Index without Horns	Safety Measures*		Proposed Risk Reduction	Risk Index without Horns, factoring in SSMs & ASMs
		*SSM	supplementary safety measure		
		*ASM	alternative safety measure		
Horning St ¹	11,231.20	2	SSM: Permanent closure	1.00	0
10th ¹	19,589.95		Candidate ASM location.	TBD	TBD
Hedding St	17,646.57	6	SSM: 4-quadrant gates, with presence detection	0.77	4,058.71
Taylor St	15,097.25	6	SSM: 4-quadrant gates, with presence detection	0.77	3,472.37
Jackson St	10,472.88		Candidate ASM location.	TBD	TBD
7th St	11,077.36	12	SSM: Gates with channelizers	0.75	2,769.34
6th St	10,651.69		Candidate ASM location.	TBD	TBD
5th St	9,789.62		Candidate ASM location.	TBD	TBD
4th St	12,410.06		Candidate ASM location.	TBD	TBD
3rd St	11,353.09		Candidate ASM location.	TBD	TBD
2nd St	12,549.65	6	SSM: 4-quadrant gates, with presence detection	0.77	2,886.42
1st St	13,410.80	13	SSM: Gates with median	0.80	2,682.16
Autumn Pkwy	18,358.90	6	SSM: 4-quadrant gates, with presence detection	0.77	4,222.55
N. Montgomery St	4,460.67	6	SSM: 4-quadrant gates, with presence detection	0.77	1,025.95
QZRI with No Improvements	12,721.41				

1. Assumes spur track is removed by UPRR as part of surface crossing maintenance project.

8. Recommendations and Next Steps

The Quiet Zone Risk Index without Horns for the existing corridor was calculated to be less than the NSRT. Based on this information and the FRA Train Horn Rule quiet zone criteria outlined in Section 3, the City can currently establish a quiet zone through the Public Authority Designation process.

The process would include:

1. Immediate Maintenance – The City should review and update signage and pavement markings to ensure CA MUTCD compliance.
2. FRA Crossing Inventory Reports – The City should update traffic counts and other roadway data in the inventory forms and re-run the Quiet Zone risk index calculations to ensure that the Risk Index without Horns still falls below the NSRT.
3. Notice of Intent (NOI) – The City should issue an NOI to the stakeholders informing them of the City's intent to establish a quiet zone; the City should receive and consider comments in the subsequent 60-day comment period.
4. Notice of Establishment (NOE) – Following the 60-day comment period of the NOI, the City should issue a NOE to the stakeholders informing them of the date that the Quiet Zone will begin; the date must be a minimum of 21 days after the mailing of the NOE.

A quiet zone established on this basis might not last very long because the Risk Index Without Horns (12,721.41) is relatively close to the NSRT (13,811), and the difference is likely to narrow in future updates to either of these indices. The FRA recalculates and publishes the new NSRT annually. In the last few updates, the NSRT decreased from 14,723 in 2017 to 13,811 in 2019. The Risk Index Without Horns could increase in the future if traffic volumes increase, or if collisions occur between vehicles and trains at crossings. If the Risk Index Without Horns becomes greater than the NSRT, the FRA would issue a notice terminating the quiet zone within six months of its notice.

The City should plan to reduce its risk index through the implementation of improvements (SSMs and/or ASMs). The City should decide if it will reduce its risk index based on SSMs only, or if it will use ASMs. If the City has an existing quiet zone, and in the future uses only SSMs to decrease its risk index, the process would be relatively simple: The City would file a new Notice of Intent to the stakeholders to change the filing basis. This Notice would document the new SSMs that were implemented and show the calculation of the new Quiet Zone Risk Index.

SSMs are listed in Section 2. The most applicable type of SSM for crossings on the Warm Springs corridor is a 4-quadrant Vehicle Gate system; these are usually the costliest. The SSM: Gates with Medians or Channelization Devices is possible at one location (1st St), but not others since this SSM does not allow driveways and intersections within 60 feet of the crossing gates. The diagnostic team identified one location (Horning St) as a good candidate for the SSM: Permanent Closure of a Public Highway-rail Crossing, although street closure is typically unpopular in urban areas and faces additional municipal regulatory hurdles. The SSM: One-Way Street with Gates may also be unpopular at any location as it would require a two-way street to be converted to one-way.

ASMs can be less costly than SSMs, but they may not yield as much risk reduction credit, and they need approval from FRA. If the City decides to use ASMs to reduce its risk index, it will need to go through the Public Authority Application process in order to establish or re-establish a quiet zone. Crossings that are candidate for ASM risk reduction credit are noted in **Table 3**.

The Public Authority Application process would include:

1. 60% Design Drawings – The City should determine where it will invest in improvements and prepare approximately 60% design plans.
2. Site Diagnostic Meeting – The City should coordinate another site diagnostic at the grade crossings in the proposed quiet zone. The diagnostic team will evaluate the proposed improvements based on the 60% design plans and provide feedback.
3. Notice of Intent (NOI) – The City should issue an NOI to the stakeholders informing them of the City's intent to submit a Public Authority Application; the City should receive and consider comments in the subsequent 60-day comment period.
4. Public Authority Application – The City should submit its application to the stakeholders; the application should show the proposed improvements and address comments received in the site diagnostic and in the NOI comment period. A 60-day comment period on the application would follow.
5. FRA decision – The FRA would review the application and comments received, and then issue a decision. It may condition additional requirements/improvements in its approval.
6. Complete Improvements – If the City's application is approved, the City should complete design and construction of the improvements.
7. Notice of Establishment (NOE) – After the improvements are completed, the City should issue a NOE to the stakeholders informing them of the date that the Quiet Zone will begin; the date must be a minimum of 21 days after the mailing of the NOE.

Recommendation for the Near-Term: For near-term relief from nighttime train horns, it is recommended that the City designate a Partial Quiet Zone. This would silence routine train horns at crossings from 10 PM to 7 AM. Daytime train horns would still provide warning to the majority of crossing traffic. In addition to ensuring crossings comply with CA MUTCD requirements for signage and pavement markings, the City should perform key activities in advance of starting a quiet zone:

- Notification: The City should notify adjacent communities and users that routine train horns will cease and crossing users will need to pay special attention to other warning devices.
- Homeless Outreach: Homeless people camp and travel along the railroad corridor, and do not have the benefit of receiving mail notification about the quiet zone. Special outreach is needed to notify them. This outreach could include rail safety education (e.g. Operation Lifesaver), be paired with outreach on housing and other resources, etc.
- Trespasser Enforcement: The benefits of a quiet zone are negated if train operators have to regularly sound the horn to warn trespassers. Enforcement can help keep trespassers off the corridor. Currently the City and UPRR are developing a Memorandum of Understanding (MOU) that will allow City forces to enter UPRR property to perform enforcement activities. Ideally this MOU would be executed prior to the start of the quiet zone.

Recommendation for the Long-Term: The City should continue to work with FRA, CPUC, and UPRR to enhance safety and reduce the risk index through the implementation of improvements (SSMs and/or ASMs). SSMs may be more costly but are preferred over ASMs because they generally yield greater risk reduction credit. Also, if only SSMs are used to reduce the risk index, then FRA review and approval will not be required. Improvements will require funding, probably in the millions of dollars, and take time to design and construct, at least 1-3 years. Improvements to railroad crossings must go through a CPUC application process which requires UPRR concurrence and CPUC approval. If the City cannot fund

improvements at every crossing, a limited number of locations can be selected for improvement. The decision on which locations to improve should consider the following:

- **Risk Reduction Potential:** Installing SSMs/ASMs at the locations with the highest risk indices will yield the greatest reduction in the corridor risk index. For example, 10th St, Autumn Pkwy, Hedding St, and Taylor St are the top four locations in terms of risk index. The larger the risk reduction achieved, the longer the quiet zone will last without needing further improvements in the future to reduce the risk index below either the NSRT or the Risk Index With Horns.
- **Cost:** Improvement costs vary across locations; locations with lower cost improvements may be more attractive, especially if funding is limited.
- **Funding Sources:** Some locations may have funds available specifically for public improvements at that location (e.g. development fees).
- **Co-benefits:** Improvements at some locations might not yield the highest risk reduction credit but may have other desirable benefits. For example, improvements discussed at 7th/Jackson included significantly shrinking the intersection using bulbouts; while intersection reconfiguration is not an SSM, it would enhance safety among all users (pedestrians, bicyclists, vehicles, trains).
- **Stakeholder and Community Input:** The City should share ideas on prioritization of locations for improvement with FRA, CPUC, and UPRR and solicit their feedback, and in parallel work with the neighboring community.

List of Appendices

Appendix A: Photo Contact Sheets

Appendix B: FRA Crossing Inventory Report

Appendix C: Conceptual Improvement Plans

Appendix D: Meeting Minutes

Appendix E: FRA Risk Index Calculator for Existing Crossings



APPENDIX A

Photo Contact Sheets

City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

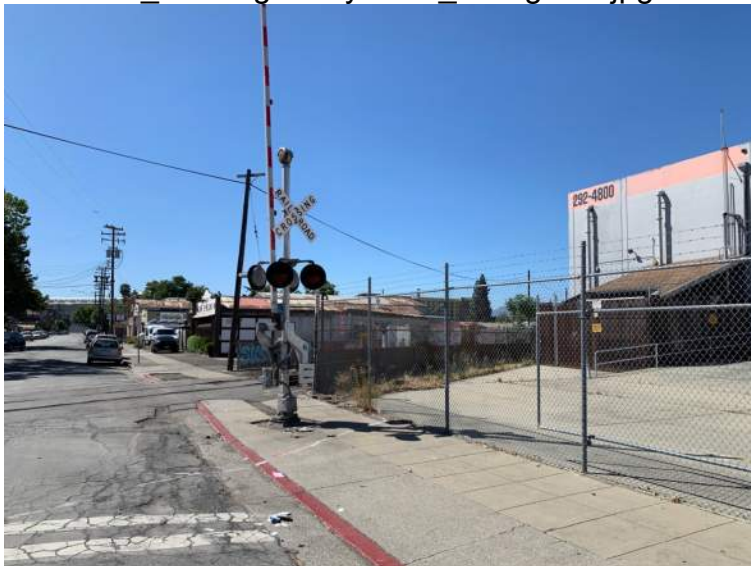
01_N Montgomery Gate_facing S.jpg



02_N Montgomery Sidewalk_facing SE.jpg



03_N Montgomery Gate_facing SW.jpg



04_N Montgomery UPRR Signal Department_facing NE.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

05_Autumn Pkwy Gate_facing E.jpg



06_Autumn Pkwy Gate_facing W.jpg



07_Autumn Pkwy Ped Gate_facing N.jpg



08_Autumn Pkwy Commercial Driveway facing E.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

09_N 1 St Northbound Gate_facing N.jpg



10_N 1 St Bridge_facing W.jpg



11_N 1 St Southbound Gate_facing S.jpg



12_N 1 St Railroad Sign_facing N.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

13_N 2 St Gate _facing S.jpg



14_N 2 St Gate 2 _facing N.jpg



15_N 2 St Railroad Sign _facing S.jpg



16_N 2 St W10-2Sign _facing S.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

17_N 3 St Gate_facing S.jpg



18_N 3 St Gate_facing N.jpg



19_N 4 St Gate_facing S.jpg



20_N 4 St Railroad sign&W10-2_facing S.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

21_N 5 St Gate_facing NW.jpg



22_N 5 St Gate_facing W.jpg



23_N 5 St Uti-box_facing E.jpg



24_N 5 St Crossing_facing N.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

25_N 6 St Gate_facing N.jpg



26_N 6 St Gate_facing S.jpg



27_Empire St Gate_facing W.jpg



28_N 6 St Signal Pole_facing S.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

29_N 7 St Gate_facing N.jpg



30_N 7 St Gate_facing W.jpg



31_N 7 St Light Pole_facing N.jpg



32_N 7 St Sidewalk_facing N.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

33_E Taylor St Gate_facing NE.jpg



34_E Taylor St Gate2_facing SW.jpg



35_E Taylor St XING_facing W.jpg



36_E Taylor St Pole&Track_facing NE.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
Photo Contact Sheets

37_Hedding St Gate_facing S.jpg



38_Hedding St Rsign&W10-2_facing NW.jpg



39_Hedding St XING_facing N.jpg



40_Hedding St_facing NE.jpg



City of San Jose Quiet Zone
Site Visit - June 25, 2019
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41_N 10 St Gate_facing N.jpg



42_N 10 St Gate_facing S.jpg



43_N 10 St 2nd Gate_facing W.jpg



44_Horning StGate_facing W.jpg





APPENDIX B

At-grade Crossing Inventory Report

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 25 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ Re-Open ☐ New Crossing ☐ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750151J
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number North Montgomery Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0017.464 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3368910		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.9050470		29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *			31.A. State Use * CPUC 001DA-17.40		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week? _____
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/25/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750151J	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
				2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No	
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0	3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 1 ☐ Incandescent Not Over Traffic Lane 0 ☒ LED		3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included	3.E. Total Count of Flashing Light Pairs 6
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	3.I. Bells (count) 2
3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No	4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☐ Yes ☒ No					
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 95		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit 25 _____ MPH ☐ Posted ☒ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2016 AADT 1792		8. Estimated Percent Trucks 20 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
				10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 25 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 924191R
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number Autumn Parkway (Street/Road Name) * (Block Number)		6. Highway Type & No. LS	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs		11. Branch or Line Name ☒ None	
12. RR Milepost 0017.315 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3382410		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.9029980	
29. Lat/Long Source ☒ Actual ☐ Estimated					
30.A. Railroad Use *			31.A. State Use *		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/25/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 924191R	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
				2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No	
2.J. Other MUTCD Signs Specify Type R8-8 Count 2 Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 4 Pedestrian 2	3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☒ Median Gates ☐ 4 Quad	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED		3.D. Mast Mounted Flashing Lights (count of masts) 6 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included	3.E. Total Count of Flashing Light Pairs 12
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	3.I. Bells (count) 4
3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None				3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☐ No	4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 4 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No					
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * 90 ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 40		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit 30 MPH ☒ Posted ☐ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2017 AADT 11430		8. Estimated Percent Trucks 00 %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
				10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750136G
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number North 1st Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.777 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3420610		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8949510	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-16.80			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750136G	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 4			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No			
4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance		5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic ☒ Two-way Traffic Number of Lanes 2 ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No					
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ Width * _____ Length * 100 ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 125		7. Smallest Crossing Angle ☐ 0° – 29° ☐ 30° – 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☒ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2017 AADT 7836			
8. Estimated Percent Trucks 15 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750135A
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number NORTH 2ND STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORNIA		10. Railroad Subdivision or District ☐ None Warm Springs		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.702 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3425670		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8938970	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-16.70			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750135A	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 1 ☒ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 6			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____					
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 147		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *					
7. Annual Average Daily Traffic (AADT) Year 2017 AADT 5974		8. Estimated Percent Trucks 10 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
10. Emergency Services Route ☐ Yes ☐ No					
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750134T
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number North 3rd Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.630 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3431668		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8929796	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-16.60			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 7501341	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
				3.D. Mast Mounted Flashing Lights (count of masts) 4 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included	
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____					
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
				5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	
				6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 54		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
				4. Highway Speed Limit 30 _____ MPH ☐ Posted ☒ Statutory	
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2017 AADT 3992		8. Estimated Percent Trucks 10 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
				10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 03 / 05 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ Re-Open ☐ New Crossing ☐ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750133L
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number North 4th Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.546 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3443190		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8923610		29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *			31.A. State Use * CPUC 001DA-16.40		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week? _____
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 03/05/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750133L	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☒ Median ☐ One Approach ☐ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 4 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 8			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____					
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 10		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal Aid		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 30 _____ MPH ☐ Posted ☒ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *					
7. Annual Average Daily Traffic (AADT) Year 2016 AADT 5709		8. Estimated Percent Trucks 05 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
10. Emergency Services Route ☐ Yes ☐ No					
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____ Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750132E
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number NORTH 5TH STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORNIA		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.448 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3457750		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8919900	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-16.30			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750132E	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☒ All Approaches ☐ Median ☐ One Approach ☐ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type W10-12 Count 2 Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 2 ☐ Incandescent Not Over Traffic Lane 0 ☒ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 4 ☐ Incandescent ☒ LED ☒ Back Lights Included ☒ Side Lights Included		3.E. Total Count of Flashing Light Pairs 10			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____					
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * 147 ☐ 1 Timber ☐ 2 Asphalt ☐ 3 Asphalt and Timber ☒ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 375		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *					
7. Annual Average Daily Traffic (AADT) Year 2016 AADT 2227		8. Estimated Percent Trucks 05 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____	
10. Emergency Services Route ☐ Yes ☐ No					
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750131X
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number North 6th Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.345 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3473550		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8916280	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-16.20			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750131X	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 4 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs ☐ Yes ☒ No Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____			2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 4 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 2 ☒ Incandescent Not Over Traffic Lane 0 ☒ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 5 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 13			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required			3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No
3.I. Bells (count) 5			3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None		
3.K. Other Flashing Lights or Warning Devices Count 1 Specify type CPUC#10			3.L. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____		
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
4.D. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None		4.E. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic ☒ Two-way Traffic Number of Lanes 2 ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No					
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____ Width * _____ Length * 157					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 1 _____			7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☐ Posted ☒ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2018 AADT 3100			
8. Estimated Percent Trucks 10 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ Re-Open ☐ New Crossing ☐ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750129W
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number NORTH 7TH STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORN		10. Railroad Subdivision or District ☐ None Warm Springs		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.190 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.349678		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.892007		29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *			31.A. State Use * CPUC 001DA-16.15		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week? _____
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750129W	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 1 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 1	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 1 ☒ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 3 ☒ Incandescent ☐ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 8			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 3		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No			
4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance		5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	
6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None		7. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad ☐ One-way Traffic ☒ Two-way Traffic Number of Lanes 2 ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 20		7. Smallest Crossing Angle ☒ 0° - 29° ☐ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2018 AADT 3620			
8. Estimated Percent Trucks 18 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ Re-Open ☐ New Crossing ☐ Date Change Only ☐ Closed ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750128P
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number Jackson Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None Northern California		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.172 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☒ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3499930		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8921300		29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *			31.A. State Use * CPUC 001DA-16.10		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week? _____
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750128P	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 3 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
				2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No	
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0	3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) ☐ 3 Quad Resistance ☐ 4 Quad Median Gates	3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED		3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included	3.E. Total Count of Flashing Light Pairs 4
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	3.I. Bells (count) 2
3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None				3.K. Other Flashing Lights or Warning Devices Count 1 Specify type No left turn blackout	
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No	4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs	4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None	
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No	3. Does Track Run Down a Street? ☐ Yes ☒ No	4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No	
5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 5		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☒ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	4. Highway Speed Limit 25 MPH ☒ Posted ☐ Statutory
				5. Linear Referencing System (LRS Route ID) *	
				6. LRS Milepost *	
7. Annual Average Daily Traffic (AADT) Year 2016 AADT 2900		8. Estimated Percent Trucks 18 %	9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750127H
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number East Taylor Street (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORNIA		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0016.000 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3525440		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8929860	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-15.90			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750127H	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 2 ☒ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☒ Incandescent ☐ LED ☒ Back Lights Included ☒ Side Lights Included		3.E. Total Count of Flashing Light Pairs 9			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		3.L. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____			
4.A. Does nearby Hwy Intersection have Traffic Signals? ☒ Yes ☐ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
4.D. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None		4.E. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 280		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2016 AADT 12842			
8. Estimated Percent Trucks 15 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750121S
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number HEDDING STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORNIA		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0015.640 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3576200		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8945190	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-15.60			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) *			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750121S	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 2 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 2 ☐ Incandescent Not Over Traffic Lane 0 ☒ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☐ Side Lights Included		3.E. Total Count of Flashing Light Pairs 8			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		4.A. Does nearby Hwy Intersection have Traffic Signals? ☒ Yes ☐ No			
4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☒ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☒ Simultaneous ☐ Advance		5. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____	
6. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None		7. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 3 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 125		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☒ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 30 _____ MPH ☒ Posted ☐ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2018 AADT 15539			
8. Estimated Percent Trucks 15 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750118J
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Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number NORTH 10TH STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORN		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0015.500 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private	18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.	19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	20. Public Access (if Private Crossing) ☐ Yes ☐ No	21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other	22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A	27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3595610		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8951970		29. Lat/Long Source ☒ Actual ☐ Estimated
30.A. Railroad Use *			31.A. State Use * CPUC 001DA-15.50		
30.B. Railroad Use *			31.B. State Use *		
30.C. Railroad Use *			31.C. State Use *		
30.D. Railroad Use *			31.D. State Use *		
32.A. Narrative (Railroad Use) * Ind track is Out of Service			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week? _____
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 1				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750118J	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 4 ☐ W10-3 _____ ☐ W10-11 _____ ☐ W10-2 _____ ☐ W10-4 _____ ☐ W10-12 _____	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type W10-12 Count 2 Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☒ Side Lights Included		3.E. Total Count of Flashing Light Pairs 5			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		3.L. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____			
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☒ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
4.D. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None		4.E. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☒ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 4 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 35		7. Smallest Crossing Angle ☐ 0° - 29° ☒ 30° - 59° ☐ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☒ (03) Federal AID, Not NHS ☐ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☒ (4) Minor Arterial ☐ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 35 _____ MPH ☐ Posted ☒ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2016 AADT 15317			
8. Estimated Percent Trucks 15 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☒ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					

U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

A. Revision Date (MM/DD/YYYY) 02 / 24 / 2020	B. Reporting Agency ☒ Railroad ☐ Transit ☐ State ☐ Other	C. Reason for Update (Select only one) ☒ Change in Data ☐ New Crossing ☐ Closed ☐ Re-Open ☐ Date Change Only ☐ Change in Primary Operating RR ☐ No Train Traffic ☐ Quiet Zone Update ☐ Admin. Correction	D. DOT Crossing Inventory Number 750117C
---	--	--	--

Part I: Location and Classification Information

1. Primary Operating Railroad Union Pacific Railroad Company [UP]		2. State CALIFORNIA		3. County SANTA CLARA	
4. City / Municipality ☒ In ☐ Near SAN JOSE		5. Street/Road Name & Block Number HORNING STREET (Street/Road Name) * (Block Number)		6. Highway Type & No. Is	
7. Do Other Railroads Operate a Separate Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR			8. Do Other Railroads Operate Over Your Track at Crossing? ☐ Yes ☒ No If Yes, Specify RR		
9. Railroad Division or Region ☐ None NORTHERN CALIFORNIA		10. Railroad Subdivision or District ☐ None Warm Springs Sub		11. Branch or Line Name ☒ None	
12. RR Milepost 0015.460 (prefix) (nnnn.nnn) (suffix)		13. Line Segment *			
14. Nearest RR Timetable Station *		15. Parent RR (if applicable) ☒ N/A		16. Crossing Owner (if applicable) ☐ N/A UP	
17. Crossing Type ☒ Public ☐ Private		18. Crossing Purpose ☒ Highway ☐ Pathway, Ped. ☐ Station, Ped.		19. Crossing Position ☒ At Grade ☐ RR Under ☐ RR Over	
20. Public Access (if Private Crossing) ☐ Yes ☒ No		21. Type of Train ☒ Freight ☐ Intercity Passenger ☐ Commuter ☐ Transit ☐ Shared Use Transit ☐ Tourist/Other		22. Average Passenger Train Count Per Day ☐ Less Than One Per Day ☐ Number Per Day 0	
23. Type of Land Use ☐ Open Space ☐ Farm ☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional ☐ Recreational ☐ RR Yard					
24. Is there an Adjacent Crossing with a Separate Number? ☐ Yes ☒ No If Yes, Provide Crossing Number			25. Quiet Zone (FRA provided) ☒ No ☐ 24 Hr ☐ Partial ☐ Chicago Excused Date Established		
26. HSR Corridor ID ☒ N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnnn) 37.3601050		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnnn) -121.8953040	
29. Lat/Long Source ☒ Actual ☐ Estimated		30.A. Railroad Use *			
30.B. Railroad Use *		31.A. State Use * CPUC 001DA-15.40			
30.C. Railroad Use *		31.B. State Use *			
30.D. Railroad Use *		31.C. State Use *			
30.E. Railroad Use *		31.D. State Use *			
32.A. Narrative (Railroad Use) * Ind track is Out of Service			32.B. Narrative (State Use) *		
33. Emergency Notification Telephone No. (posted) 800-848-8715		34. Railroad Contact (Telephone No.) 402-544-3721		35. State Contact (Telephone No.) 415-703-3722	

Part II: Railroad Information

1. Estimated Number of Daily Train Movements				
1.A. Total Day Thru Trains (6 AM to 6 PM) 4	1.B. Total Night Thru Trains (6 PM to 6 AM) 3	1.C. Total Switching Trains 0	1.D. Total Transit Trains 0	1.E. Check if Less Than One Movement Per Day ☐ How many trains per week?
2. Year of Train Count Data (YYYY) 2020		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 10 3.B. Typical Speed Range Over Crossing (mph) From 5 to 10		
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 1				
5. Train Detection (Main Track only) ☒ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None				
6. Is Track Signaled? ☒ Yes ☐ No		7.A. Event Recorder ☐ Yes ☒ No		7.B. Remote Health Monitoring ☐ Yes ☒ No

U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 02/24/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 750117C	
Part III: Highway or Pathway Traffic Control Device Information					
1. Are there Signs or Signals? ☒ Yes ☐ No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0	2.C. YIELD Signs (R1-2) (count) 0	2.D. Advance Warning Signs (Check all that apply; include count) ☐ None ☒ W10-1 1 ☐ W10-3 ☐ W10-11 ☐ W10-2 ☐ W10-4 ☐ W10-12	
2.E. Low Ground Clearance Sign (W10-5) ☐ Yes (count _____) ☒ No		2.F. Pavement Markings ☒ Stop Lines ☐ Dynamic Envelope ☒ RR Xing Symbols ☐ None		2.G. Channelization Devices/Medians ☐ All Approaches ☐ Median ☐ One Approach ☒ None	
2.H. EXEMPT Sign (R15-3) ☐ Yes ☒ No		2.I. ENS Sign (I-13) Displayed ☒ Yes ☐ No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) ☐ Yes ☐ No		2.L. LED Enhanced Signs (List types) 0	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian 0		3.B. Gate Configuration ☒ 2 Quad ☐ Full (Barrier) Resistance ☐ 3 Quad ☐ Median Gates ☐ 4 Quad		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 0 ☐ Incandescent Not Over Traffic Lane 0 ☐ LED	
3.D. Mast Mounted Flashing Lights (count of masts) 2 ☐ Incandescent ☒ LED ☒ Back Lights Included ☒ Side Lights Included		3.E. Total Count of Flashing Light Pairs 5			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) _____/_____/_____ ☒ Not Required		3.G. Wayside Horn ☐ Yes Installed on (MM/YYYY) ____/____/_____ ☒ No		3.H. Highway Traffic Signals Controlling Crossing ☐ Yes ☒ No	
3.I. Bells (count) 2		3.J. Non-Train Active Warning ☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☒ None			
3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____		3.L. Highway Traffic Pre-Signals ☐ Yes ☒ No Storage Distance * _____ Stop Line Distance * _____			
4.A. Does nearby Hwy Intersection have Traffic Signals? ☐ Yes ☒ No		4.B. Hwy Traffic Signal Interconnection ☐ Not Interconnected ☐ For Traffic Signals ☐ For Warning Signs		4.C. Hwy Traffic Signal Preemption ☐ Simultaneous ☐ Advance	
4.D. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None		4.E. Highway Monitoring Devices (Check all that apply) ☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection ☐ None			
Part IV: Physical Characteristics					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 ☐ One-way Traffic ☒ Two-way Traffic ☐ Divided Traffic		2. Is Roadway/Pathway Paved? ☒ Yes ☐ No		3. Does Track Run Down a Street? ☐ Yes ☒ No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) ☒ Yes ☐ No		5. Crossing Surface (on Main Track, multiple types allowed) Installation Date * (MM/YYYY) ____/____/_____ ☐ 1 Timber ☒ 2 Asphalt ☐ 3 Asphalt and Timber ☐ 4 Concrete ☐ 5 Concrete and Rubber ☐ 6 Rubber ☐ 7 Metal ☐ 8 Unconsolidated ☐ 9 Composite ☐ 10 Other (specify) _____			
6. Intersecting Roadway within 500 feet? ☒ Yes ☐ No If Yes, Approximate Distance (feet) 25		7. Smallest Crossing Angle ☐ 0° - 29° ☐ 30° - 59° ☒ 60° - 90°		8. Is Commercial Power Available? * ☒ Yes ☐ No	
Part V: Public Highway Information					
1. Highway System ☐ (01) Interstate Highway System ☐ (02) Other Nat Hwy System (NHS) ☐ (03) Federal AID, Not NHS ☒ (08) Non-Federal AID		2. Functional Classification of Road at Crossing ☐ (0) Rural ☒ (1) Urban ☐ (1) Interstate ☐ (5) Major Collector ☐ (2) Other Freeways and Expressways ☐ (3) Other Principal Arterial ☐ (6) Minor Collector ☐ (4) Minor Arterial ☒ (7) Local		3. Is Crossing on State Highway System? ☐ Yes ☒ No	
4. Highway Speed Limit 25 _____ MPH ☐ Posted ☒ Statutory		5. Linear Referencing System (LRS Route ID) *			
6. LRS Milepost *		7. Annual Average Daily Traffic (AADT) Year 2016 AADT 3824			
8. Estimated Percent Trucks 10 _____ %		9. Regularly Used by School Buses? ☐ Yes ☒ No Average Number per Day _____		10. Emergency Services Route ☐ Yes ☐ No	
Submission Information - This information is used for administrative purposes and is not available on the public website.					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					



APPENDIX C

Conceptual Improvement Plans

CITY OF SAN JOSE

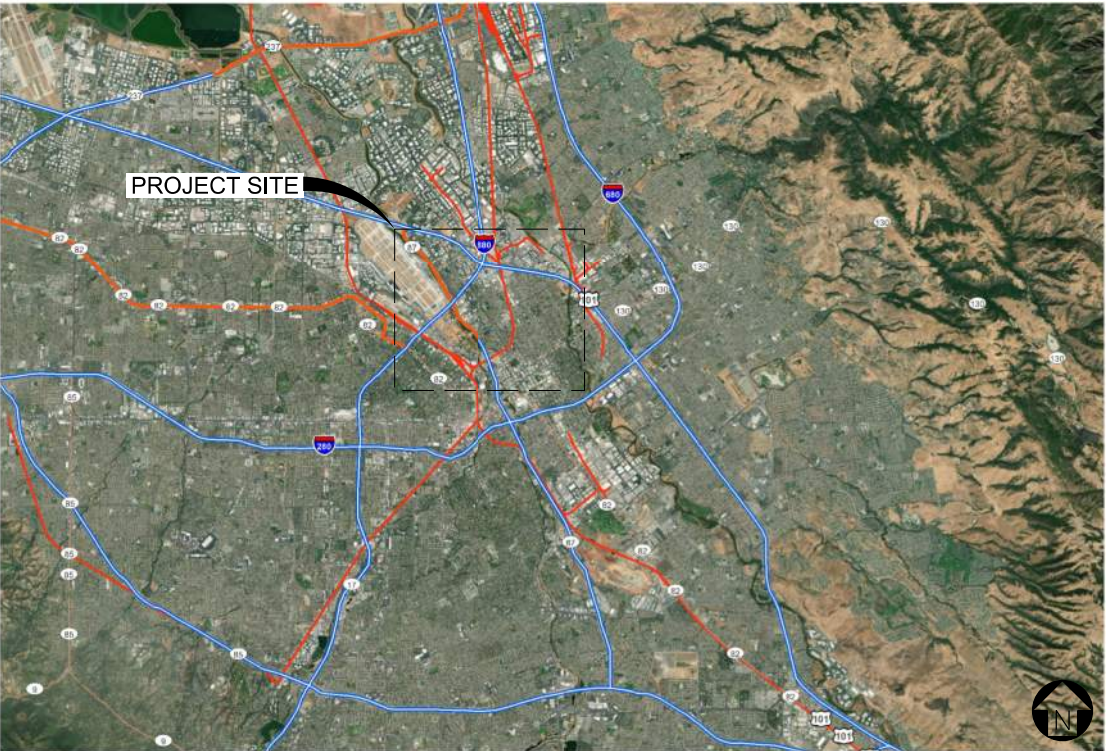
WARM SPRINGS SUBDIVISION QUIET ZONE EVALUATION

INDEX OF DRAWINGS

- 1 G-001 TITLE SHEET AND DRAWING INDEX
- 2 C-100 OVERALL MAP
- 3 C-101 N 10TH ST AT GRADE CROSSING OVERALL PLAN
- 4 C-102 N 10TH ST AT GRADE CROSSING EXISTING SITE PLAN
- 5 C-103 N 10TH ST AT GRADE CROSSING PROPOSED SITE PLAN
- 6 C-104 HEDDING ST AT GRADE CROSSING OVERALL PLAN
- 7 C-105 HEDDING ST AT GRADE CROSSING EXISTING SITE PLAN
- 8 C-106 HEDDING ST AT GRADE CROSSING PROPOSED SITE PLAN
- 9 C-107 E TAYLOR ST AT GRADE CROSSING OVERALL PLAN
- 10 C-108 E TAYLOR ST AT GRADE CROSSING EXISTING SITE PLAN
- 11 C-109 E TAYLOR ST AT GRADE CROSSING PROPOSED SITE PLAN
- 12 C-110 N 7TH ST & JACKSON ST AT GRADE CROSSING PROPOSED SITE PLAN
- 13 C-111 N 6TH ST AND EMPIRE ST AT GRADE CROSSING PROPOSED SITE PLAN
- 14 C-112 N 5TH ST AT GRADE CROSSING PROPOSED SITE PLAN
- 15 C-113 N 4TH ST AT GRADE CROSSING PROPOSED SITE PLAN
- 16 C-114 N 3RD ST AT GRADE CROSSING PROPOSED SITE PLAN
- 17 C-115 N 2ND ST AT GRADE CROSSING PROPOSED SITE PLAN
- 18 C-116 N 1ST ST AT GRADE CROSSING PROPOSED SITE PLAN
- 19 C-117 AUTUMN PKWY AT GRADE CROSSING OVERALL PLAN
- 20 C-118 AUTUMN PKWY AT GRADE CROSSING EXISTING SITE PLAN
- 21 C-119 AUTUMN PKWY AT GRADE CROSSING PROPOSED SITE PLAN
- 22 C-120 N MONTGOMERY ST AT GRADE CROSSING PROPOSED SITE PLAN



VICINITY MAP
SCALE: N.T.S.



LOCATION MAP
SCALE: N.T.S.

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		 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmacivil.com				CONCEPT - NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr><tr><td>MARK</td><td>DATE</td><td>DESCRIPTION</td></tr></table>		3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	MARK	DATE	DESCRIPTION	 CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: TITLE SHEET AND DRAWING INDEX	
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																							
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SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT:		PROFESSIONAL SEAL:		ISSUE:		<table><tr><td>PROJ NO: 19154</td><td>SHEET NO.</td></tr><tr><td>SCALE: AS NOTED</td><td>G-001 651</td></tr><tr><td>DATE: 04/09/2020</td><td></td></tr><tr><td>DESIGNED BY: MA/WH</td><td>SHEET 1 OF 22</td></tr></table>		PROJ NO: 19154	SHEET NO.	SCALE: AS NOTED	G-001 651	DATE: 04/09/2020		DESIGNED BY: MA/WH	SHEET 1 OF 22						
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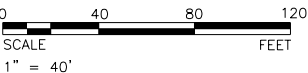
IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

1. EXISTING FEATURES SHOWN WERE DEVELOPED FROM AERIAL PHOTO DATA AND SUPPLEMENT FIELD MEASUREMENTS. TOPOGRAPHIC SURVEY WAS NOT PERFORMED.
2. PAINT OR EXTEND RED CURB LIMITS ON THE APPROACH AND EXIT OF EACH CROSSING TO PREVENT PARKED VEHICLES FROM OBSTRUCTING VISIBILITY OF THE WARNING DEVICES
3. TRIM OR REMOVE EXISTING TREES ON THE APPROACHES TO RAIL CROSSINGS. ENSURE NO NEW TREES ARE PLANTED ON APPROACHES AS PART OF ANY NEW DEVELOPMENTS
4. PROVIDE EDGE OF TRAVEL LANE STRIPING AND MEDIAN STRIPING UP TO THE EDGE OF THE CROSSING PANELS.

EXISTING INFRASTRUCTURE

- ### CIVIL IMPROVEMENTS

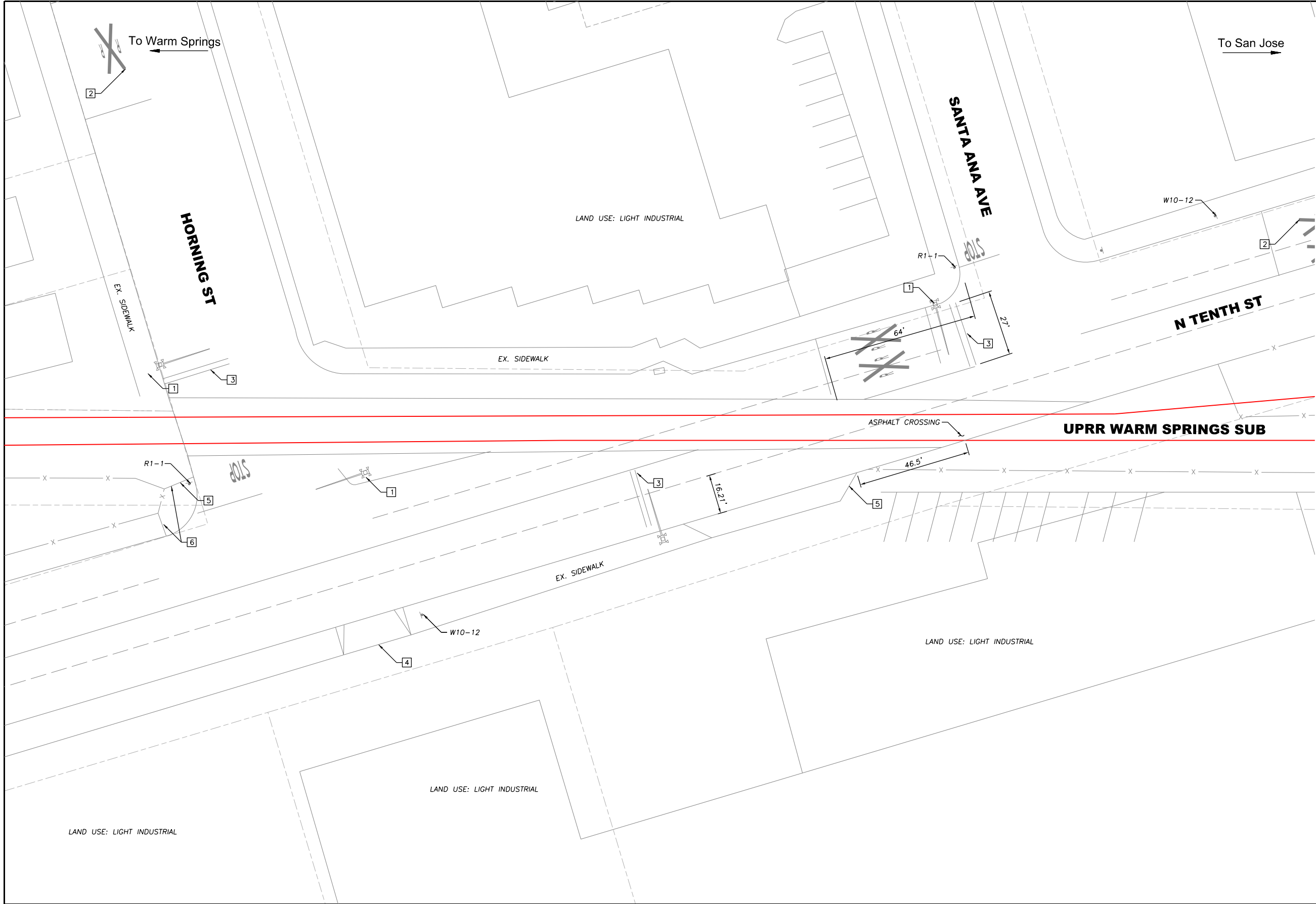
- ① INSTALL W10-9P (NO TRAIN HORN)
- ② INSTALL W10-1 (RAIL CROSSING WARNING)



		JMA CIVIL 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmadivil.com		CONCEPT - NOT FOR CONSTRUCTION 04/09/2020	REVISIONS: <table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr><tr><td>MARK</td><td>DATE</td><td>DESCRIPTION</td></tr></table>																3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	MARK	DATE	DESCRIPTION	CITY OF SAN JOSE CAPITAL OF SILICON VALLEY CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113	SHEET TITLE: WARM SPRINGS SUB, MP 15.50 N 10TH ST AT GRADE CROSSING OVERALL PLAN PROJ NO: 19154 SCALE: AS NOTED DATE: 04/09/2020 DESIGNED BY: MA/WH SHEET NO. C-10 653 SHEET 3 OF 22
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GENERAL NOTES

SEE SHEET C-101 FOR GENERAL NOTES.

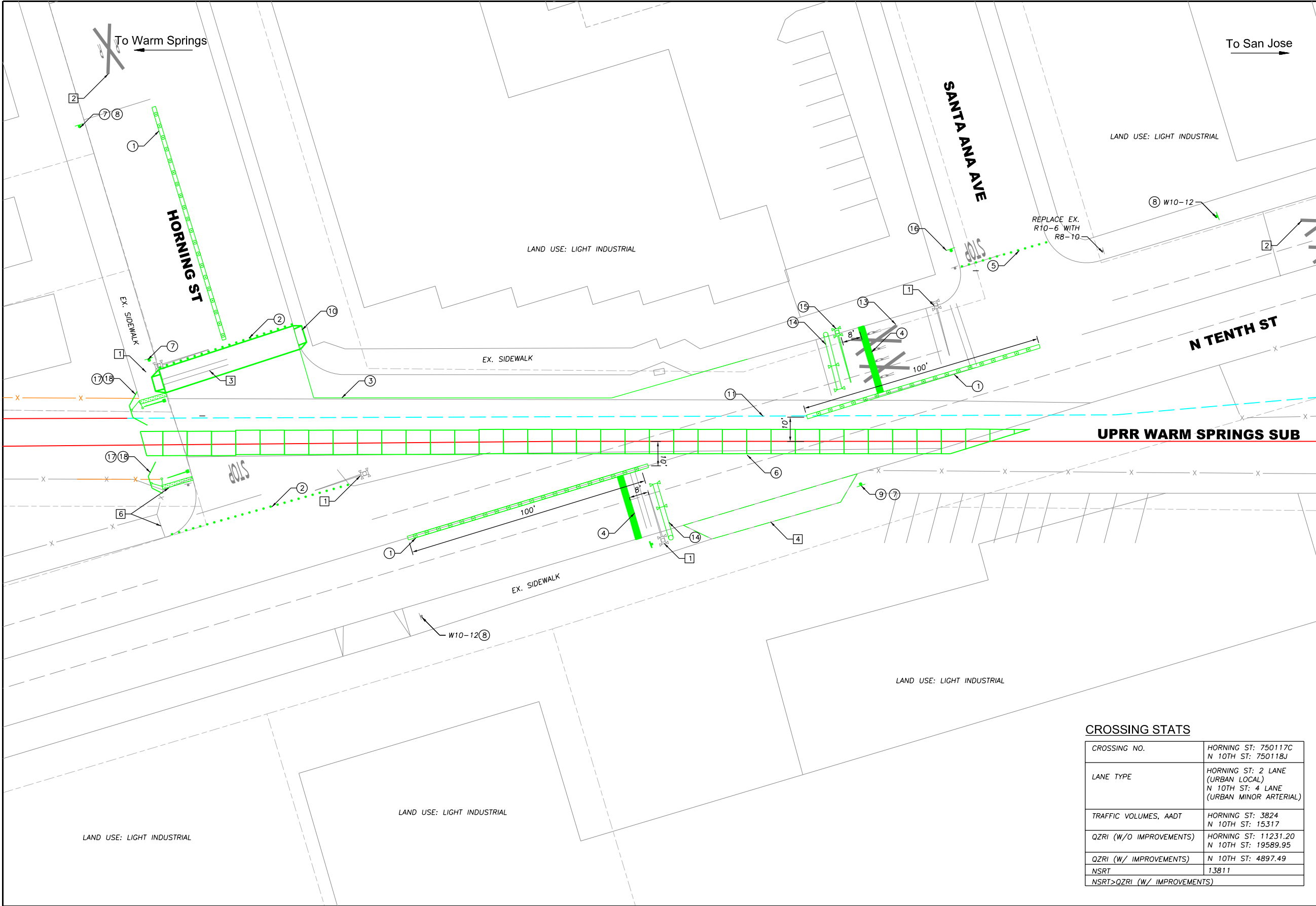
SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOLS
- 3 EXISTING STOP BARS
- 4 EXISTING DRIVEWAY
- 5 END OF EXISTING SIDEWALK
- 6 EXISTING PEDESTRIAN BARRIER



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SUBCONSULTANT:	SUBCONSULTANT:	PRIME CONSULTANT:	PROFESSIONAL SEAL:	ISSUE:																														



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

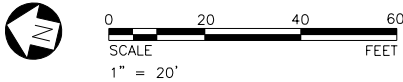
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- 2 EXISTING RAILROAD XING SYMBOL
- 3 EXISTING STOP BAR
- 4 EXISTING DRIVEWAY, WITHIN 60' DISTANCE FROM RAILROAD CROSSING. CITY SHALL COORDINATE WITH PROPERTY OWNER FOR DRIVEWAY RELOCATION
- 5 END OF EXISTING SIDEWALK
- 6 EXISTING PEDESTRIAN BARRIER

CIVIL IMPROVEMENTS

- 1 PROPOSED MOUNTABLE MEDIAN WITH REFLECTIVE TRAFFIC CHANNELIZATION DEVICES
- 2 ALTERNATIVE 1: PROPOSED BOLLARDS FOR HORNING ST FULL CLOSURE
- 3 PROPOSED CURB EXTENSION
- 4 PROPOSED 24" STOP BAR PER 2014 MUTCD STANDARDS
- 5 ALTERNATIVE 2: PROPOSED BOLLARDS FOR SANTA ANA AVENUE FULL CLOSURE
- 6 PROPOSED CONCRETE CROSSING PAD, APPROX. 340 LF BY UPRR.
- 7 INSTALL W10-9P (NO TRAIN HORN) AND REPLACE R10-6 (STOP HERE ON RED) WITH R8-10 (STOP HERE WHEN FLASHING)
- 8 INSTALL W10-1 (RAIL CROSSING WARNING)
- 9 INSTALL R3-5R (RIGHT TURN ONLY)
- 10 PROPOSED PEDESTRIAN CROSSWALK WITH ADA RAMP
- 11 REMOVE EXISTING SPUR TRACK FOR SURFACE IMPROVEMENT WORK BY UPRR.
- 12 PROPOSED PEDESTRIAN DETECTABLE WARNING STRIP
- 13 REMOVE EXISTING RAILROAD CROSSING MARKING
- 14 PROVIDE RAILROAD CANTILEVER FLASHER WITH A SET OF FLASHER FOR EACH TRAVEL LANE.
- 15 RELOCATE EXISTING GATE CLOSER TO THE TRACKS
- 16 INSTALL W10-4 (GRADE CROSSING ADVANCE WARNING)
- 17 ALTERNATIVE 2: PROPOSED FULL PEDESTRIAN TREATMENT INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- 18 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	HORNING ST: 750117C N 10TH ST: 750118J
LANE TYPE	HORNING ST: 2 LANE (URBAN LOCAL) N 10TH ST: 4 LANE (URBAN MINOR ARTERIAL)
TRAFFIC VOLUMES, AADT	HORNING ST: 3824 N 10TH ST: 15317
QZRI (W/O IMPROVEMENTS)	HORNING ST: 11231.20 N 10TH ST: 19589.95
QZRI (W/ IMPROVEMENTS)	N 10TH ST: 4897.49
NSRT	13811
NSRT>QZRI (W/ IMPROVEMENTS)	



whoong 4/9/2020 3:35:31 PM - P:\19154-S\Jules\Zone\Site\Sheets\Primary Design\C-103 N 10th St_Proposed.dgn

SUBCONSULTANT:

SUBCONSULTANT:



3930 Pacheco Blvd
Martinez, CA 94553
T: 925.400.4356
www.jmadivil.com

PRIME CONSULTANT:

PROFESSIONAL SEAL:

CONCEPT

NOT FOR CONSTRUCTION

04/09/2020

ISSUE:

REVISIONS:

MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW



CITY OF
SAN JOSE
CAPITAL OF SILICON VALLEY

CITY OF SAN JOSE

UPRR WARM SPRINGS SUBDIVISION

QUIET ZONE

CITY OF SAN JOSE TRANSPORTATION DEPARTMENT

200 EAST SANTA CLARA STREET

SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 15.50
N 10TH ST AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.

C-103

655

SHEET

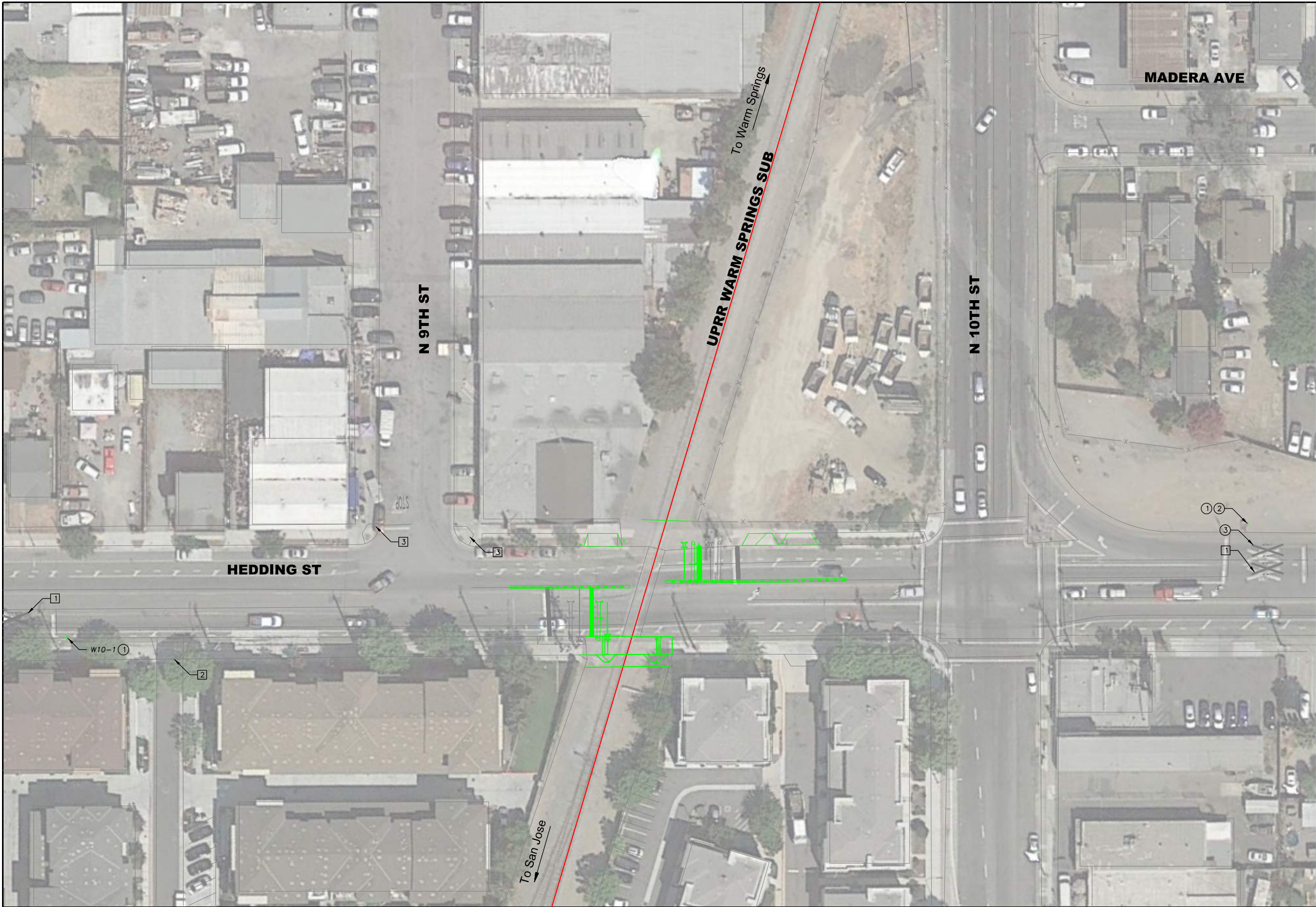
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OF

22

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

who000
4/9/2020 3:33:32 PM - P:\19154-SJ\04\Site\Sheets\Primary Design\104 Hedding St_Overall.dgn



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

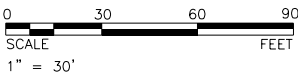
SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING RAILROAD XING SYMBOLS
- 2 EXISTING DRIVEWAY
- 3 EXISTING ADA RAMP

CIVIL IMPROVEMENTS

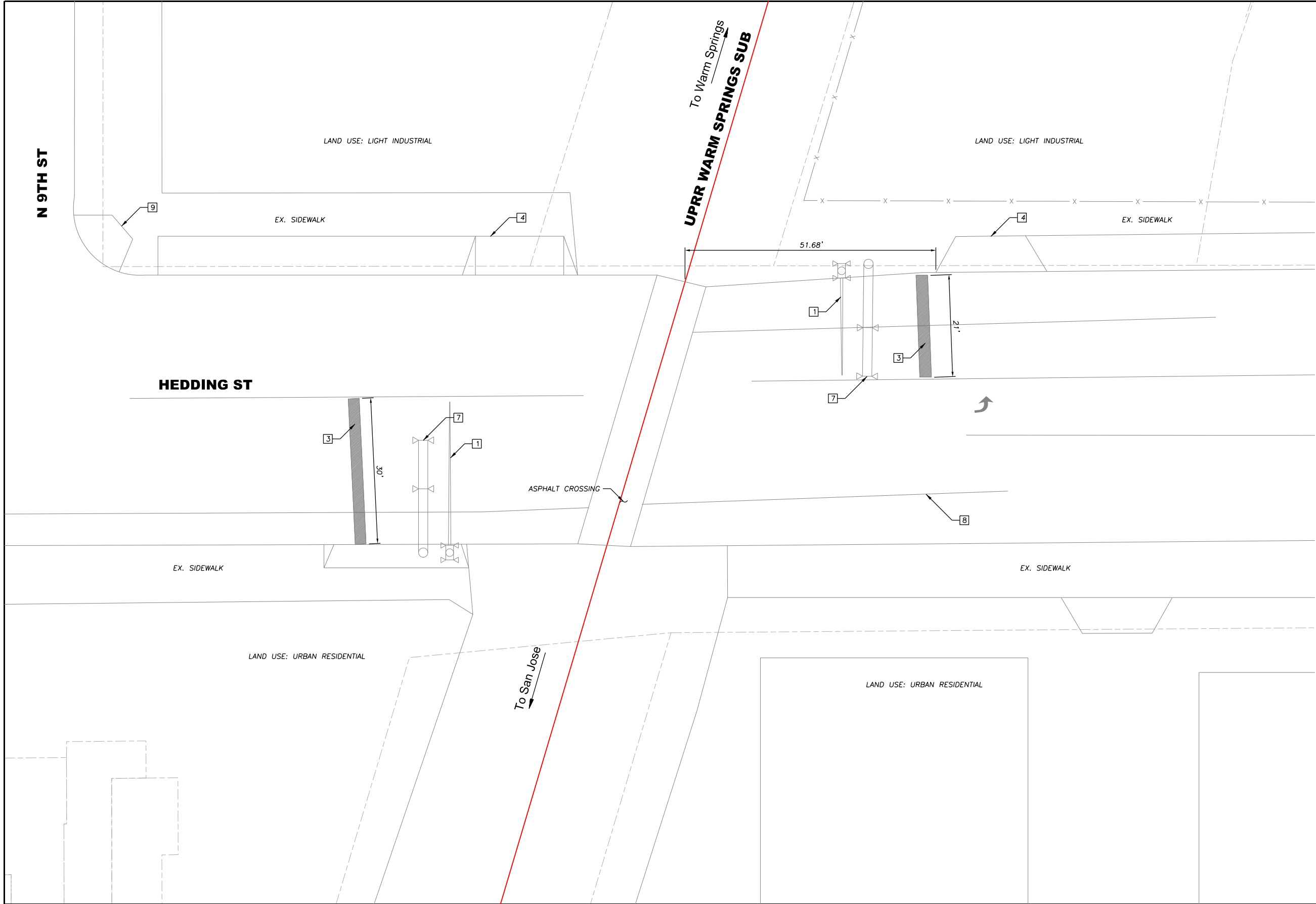
- 1 INSTALL W10-9P (NO TRAIN HORN)
- 2 INSTALL W10-1 (RAIL CROSSING WARNING)
- 3 REMOVE EXISTING RAILROAD CROSSING MARKING IN THE WESTBOUND RIGHT TURN LANE



SUBCONSULTANT:		PRIME CONSULTANT:		CONCEPT		CITY OF SAN JOSE		SHEET TITLE:	
SUBCONSULTANT:		PRIME CONSULTANT:		NOT FOR CONSTRUCTION		UPRR WARM SPRINGS SUBDIVISION		WARM SPRINGS SUB, MP 15.64	
SUBCONSULTANT:		PRIME CONSULTANT:		04/09/2020		QUIET ZONE		HEDDING ST AT GRADE CROSSING	
SUBCONSULTANT:		PRIME CONSULTANT:		ISSUE:		CITY OF SAN JOSE TRANSPORTATION DEPARTMENT		OVERALL PLAN	
SUBCONSULTANT:		PRIME CONSULTANT:		REVISIONS:		200 EAST SANTA CLARA STREET		PROJ NO: 19154	
SUBCONSULTANT:		PRIME CONSULTANT:		MARK		SAN JOSE, CA 95113		SCALE: AS NOTED	
SUBCONSULTANT:		PRIME CONSULTANT:		DATE				DATE: 04/09/2020	
SUBCONSULTANT:		PRIME CONSULTANT:		DESCRIPTION				DESIGNED BY: MA/WH	
SUBCONSULTANT:		PRIME CONSULTANT:						SHEET NO.	
SUBCONSULTANT:		PRIME CONSULTANT:						C-10	
SUBCONSULTANT:		PRIME CONSULTANT:						656	
SUBCONSULTANT:		PRIME CONSULTANT:						SHEET 6 OF 22	

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

4/9/2020 3:33:35 PM - P:\19154-SJ\SubArea\Site\Sheets\Primary Design\C-105 Hedding St_Existing.dgn



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOLS
- 3 EXISTING STOP BARS
- 4 EXISTING DRIVEWAY
- 5 END OF EXISTING SIDEWALK
- 6 EXISTING PEDESTRIAN BARRIER
- 7 EXISTING SIGNAL CANTILEVER WITH R15-1
- 8 EXISTING BIKE PATH
- 9 EXISTING ADA RAMP



SUBCONSULTANT:		SUBCONSULTANT:		 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmacivil.com		PROFESSIONAL SEAL:		CONCEPT - NOT FOR CONSTRUCTION 04/09/2020		<table><tr><th colspan="3">REVISIONS:</th></tr><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		REVISIONS:			MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 15.64 HEDDING ST AT GRADE CROSSING EXISTING SITE PLAN	
REVISIONS:																														
MARK	DATE	DESCRIPTION																												
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1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW																												
DESIGNED BY: MA/WH		DATE: 04/09/2020		SCALE: AS NOTED		PROJ NO: 19154		SHEET NO. C-105		657																				
SHEET 7		OF		22																										

4/9/2020 3:33:35 PM - P:\19154-SJ\PublicZone\Site\Sheets\Primary Design\106 Hedding St\Proposed.dgn

N 9TH ST

LAND USE: LIGHT INDUSTRIAL

LAND USE: LIGHT INDUSTRIAL

HEDDING ST

LAND USE: URBAN RESIDENTIAL

LAND USE: URBAN RESIDENTIAL

UPRR WARM SPRINGS SUB
To San Jose

To Warm Springs

GENERAL NOTES

SEE SHEET C-101 FOR GENERAL NOTES

SHEET NOTES:

EXISTING INFRASTRUCTURE

- EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- EXISTING RAILROAD XING SYMBOL
- EXISTING STOP BAR
- EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- EXISTING WALL
- EXISTING PEDESTRIAN BARRIER
- EXISTING SIGNAL CANTILEVER WITH R15-1
- EXISTING BIKE PATH
- EXISTING ADA RAMP
- EXISTING RIGHT OF WAY FENCE
- EXISTING EMERGENCY ONLY DRIVEWAY

CIVIL IMPROVEMENTS

- PROPOSED MOUNTABLE MEDIAN WITH REFLECTIVE TRAFFIC CHANNELIZATION DEVICES
- RELOCATE EXISTING DRIVEWAY TO PROVIDE 60' DISTANCE FROM GATE
- PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- PROPOSED SIDEWALK IMPROVEMENT
- INSTALL W10-9P (NO TRAIN HORN) AND R8-8 (DO NOT STOP ON TRACKS)
- INSTALL W10-1 (RAIL CROSSING WARNING)
- INSTALL R3-5R (RIGHT TURN ONLY)
- RELOCATE EXISTING QUADRANT GATE AND CANTILEVER CLOSER TO THE TRACK.
- PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	750121S
LANE TYPE	3 LANE (URBAN OTHER PRINCIPAL ARTERIAL)
TRAFFIC VOLUMES, AADT	15539
OZRI (W/O IMPROVEMENTS)	17646.57
OZRI (W/ IMPROVEMENTS)	4411.64
NSRT	13811
NSRT>OZRI (W/ IMPROVEMENTS)	



0 10 20 30
SCALE
1" = 10'
FEET



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CONCEPT

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REVISIONS:

MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW



CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

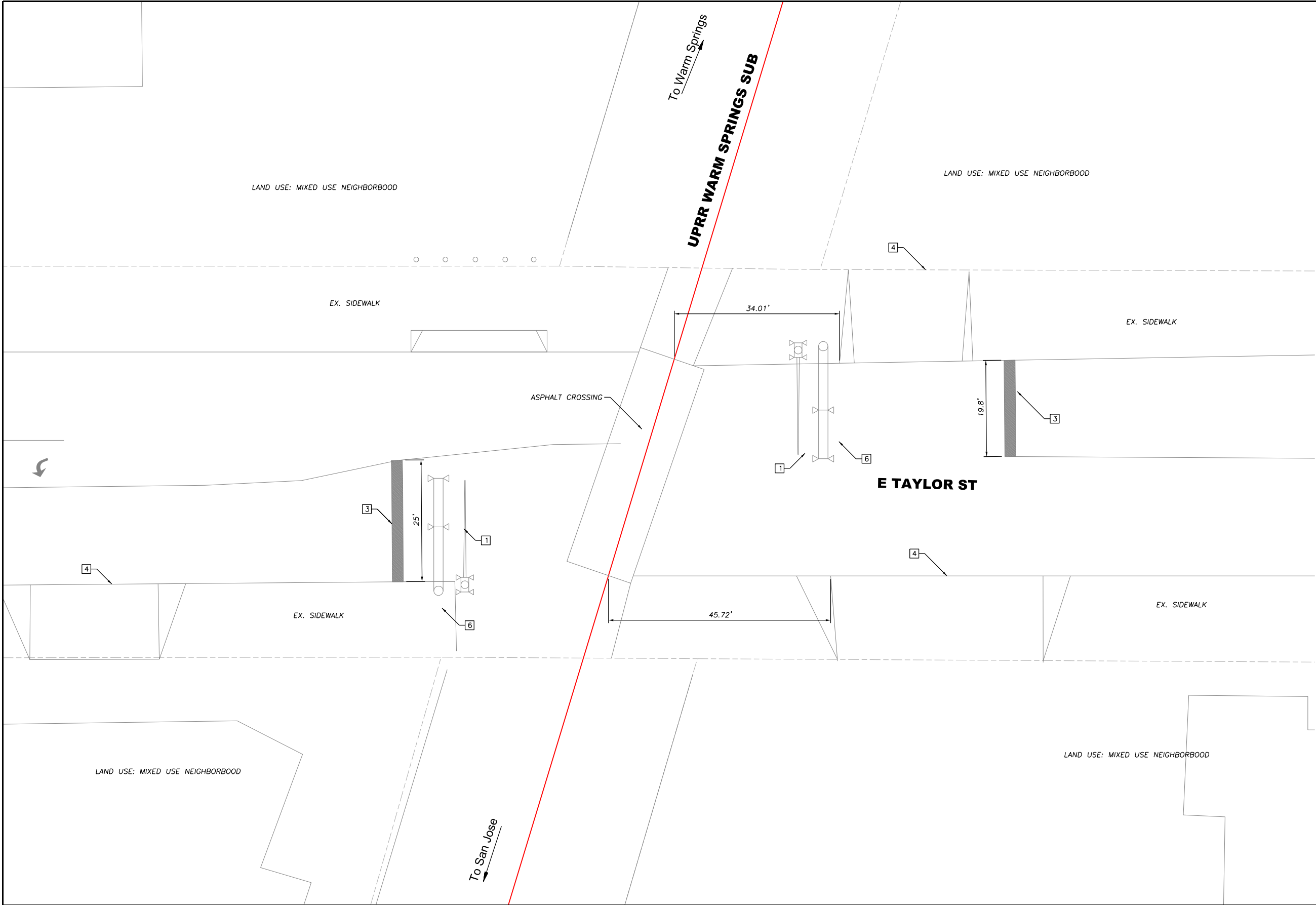
WARM SPRINGS SUB, MP 15.64
HEDDING ST AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.
C-10 658
SHEET 8 OF 22

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

4/9/2020 3:33:42 PM - P:\19154-SJ\Subdivisions\Sheets\Primary Design\108 E Taylor St_Existing.dgn



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

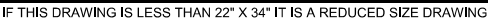
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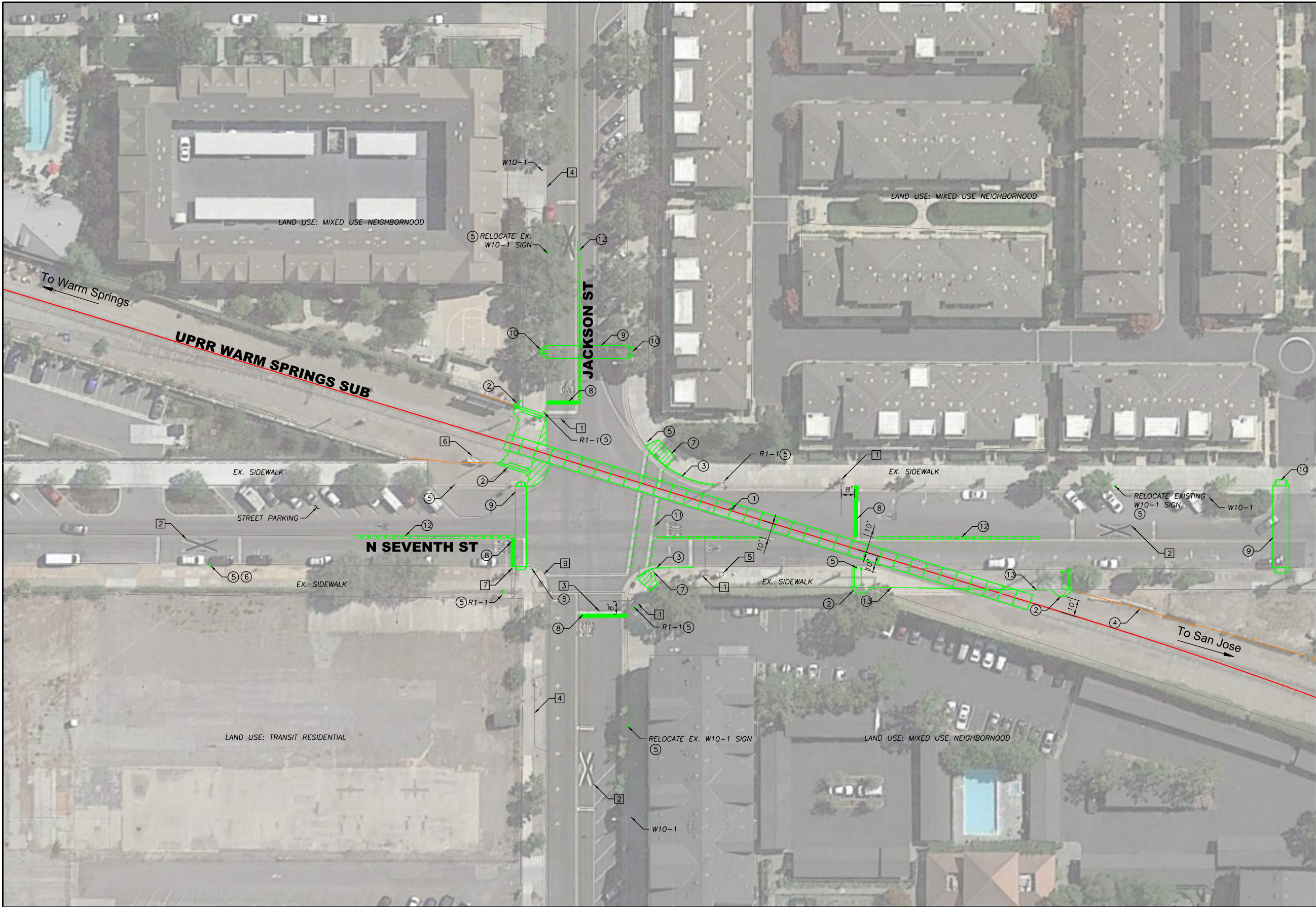
EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOLS
- 3 EXISTING STOP BARS
- 4 EXISTING DRIVEWAY
- 5 END OF EXISTING SIDEWALK
- 6 EXISTING SIGNAL CANTILEVER WITH R15-1



SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT: JMA CIVIL 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmacivil.com		PROFESSIONAL SEAL:		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 16.00 E TAYLOR ST AT GRADE CROSSING EXISTING PLAN	
MARK	DATE	DESCRIPTION																									
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																									
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SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT:		PROFESSIONAL SEAL:		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 16.00 E TAYLOR ST AT GRADE CROSSING EXISTING PLAN	
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SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT:		PROFESSIONAL SEAL:		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 16.00 E TAYLOR ST AT GRADE CROSSING EXISTING PLAN	
MARK	DATE	DESCRIPTION																									
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																									
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING																									
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW																									





GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

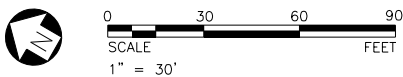
- EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- EXISTING RAILROAD XING SYMBOL
- EXISTING STOP BAR
- EXISTING DRIVEWAY
- EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- UPRR SIGNAL HOUSE
- EXISTING SIGNAL CANTILEVER WITH R15-1
- EXISTING LIGHT SIGNAL
- EXISTING ADA RAMP
- ASPHALT CROSSING

CIVIL IMPROVEMENTS

- PROPOSED CONCRETE CROSSING PANEL, APPROX. 280 LF BY UPRR.
- PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- INSTALL R9-3 (NO PEDESTRIAN CROSSING) AND R9-3bP (USE CROSSWALK) ON PROPOSED BARRICADE
- PROPOSED 8' HIGH RIGHT OF WAY FENCE BY DEVELOPER
- INSTALL W10-9 (NO TRAIN HORN)
- INSTALL W10-1 (RAIL CROSSING WARNING)
- REMOVE ADA RAMP
- PROPOSED STOP BAR PER 2014 MUTCD STANDARDS
- PROPOSED CROSSWALK STRIPING
- PROPOSED ADA RAMP
- REMOVE EXISTING CROSSWALK STRIPING
- PROPOSED MOUNTABLE MEDIAN WITH REFLECTIVE TRAFFIC CHANNELIZATION DEVICES
- PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

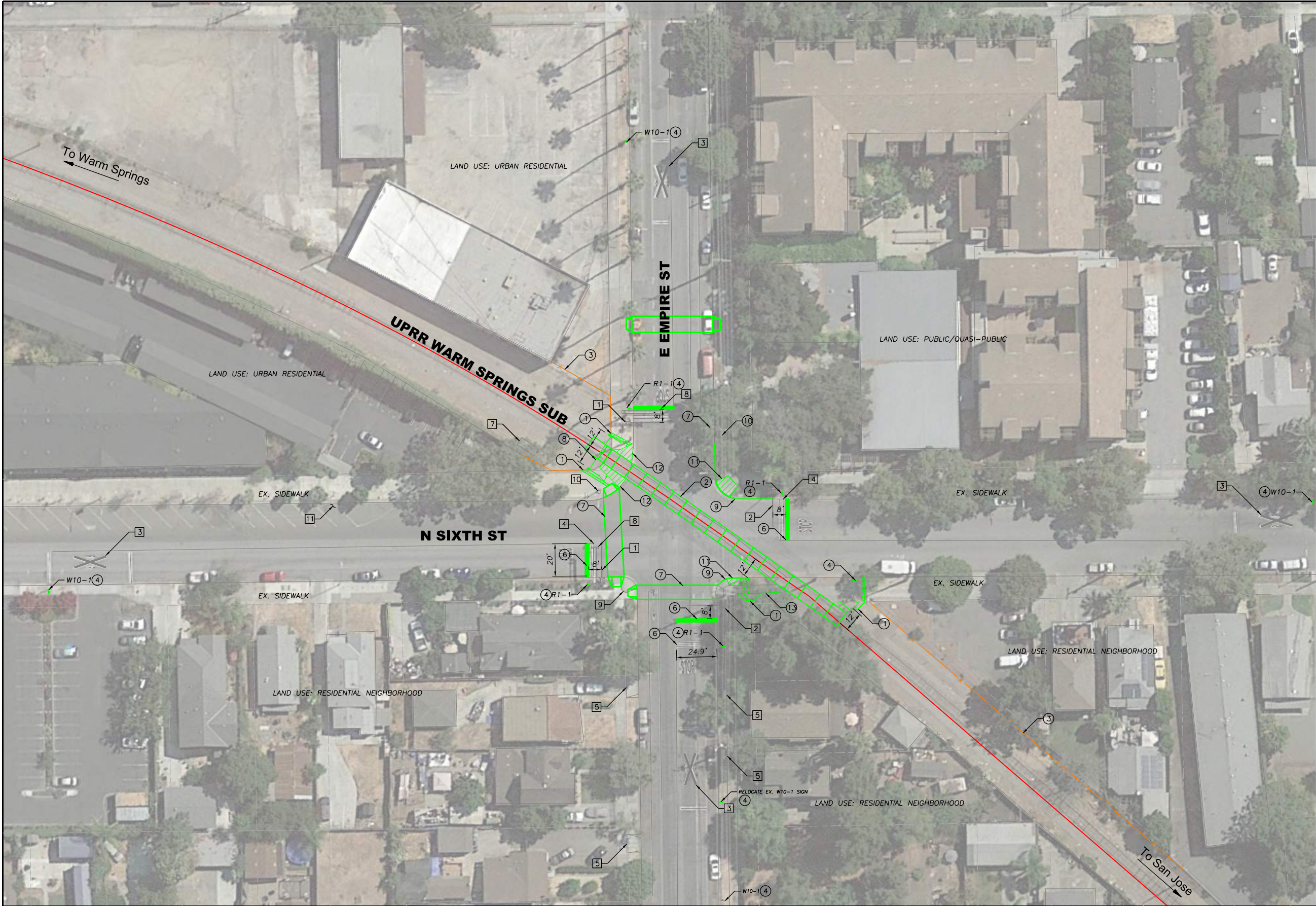
CROSSING NO.	JACKSON ST: 750128P N 7TH ST: 750129W
LANE TYPE	2 LANE (URBAN MAJOR COLLECTOR)
TRAFFIC VOLUMES, AADT	JACKSON ST: 2900 N 7TH ST: 3620
OZRI (W/O IMPROVEMENTS)	JACKSON ST: 10472.88 N 7T ST: 11077.36
NSRT	13811
NSRT>OZRI (W/O IMPROVEMENTS)	



4/9/2020 3:33:47 PM - P:\19154-S\Jules\Zone\Site\Sheets\Primary Design\C-110 7th St and Jackson St.dgn

SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT: JMA CIVIL 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmadivil.com		PROFESSIONAL SEAL:		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE CAPITAL OF SILICON VALLEY		CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 16.18 N 7TH ST & JACKSON ST AT GRADE CROSSING PROPOSED SITE PLAN		PROJ NO: 19154 SCALE: AS NOTED DATE: 04/09/2020 DESIGNED BY: MA/WH		SHEET NO. C-11 662 SHEET 12 OF 22	
MARK	DATE	DESCRIPTION																															
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IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

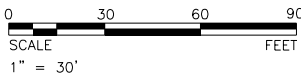
- 1 EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 3 EXISTING RAILROAD XING SYMBOL
- 4 EXISTING STOP BAR
- 5 EXISTING DRIVEWAY
- 6 EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- 7 UPRR CONTROL HOUSE
- 8 EXISTING SIGNAL CANTILEVER WITH R15-1
- 9 EXISTING ADA RAMP
- 10 EXISTING POLE
- 11 EXISTING STREET PARKING

CIVIL IMPROVEMENTS

- 1 PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- 2 PROPOSED CONCRETE CROSSING PANNEL, APPROX. 150 LF BY UPRR
- 3 PROPOSED 8' HIGH RIGHT OF WAY FENCE BY DEVELOPER
- 4 INSTALL W10-9P (NO TRAIN HORN)
- 5 INSTALL W10-1 (RAIL CROSSING WARNING)
- 6 PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- 7 PROPOSED CROSSWALK STRIPING
- 8 PROPOSED PEDESTRIAN SIDEWALK
- 9 INSTALL R9-3 (NO PEDESTRIAN CROSSING) AND R9-3bP (USE CROSSWALK) ON PROPOSED BARRICADE
- 10 PROPOSED ADA RAMP
- 11 REMOVE EXISTING ADA RAMP
- 12 REMOVE EXISTING SIDEWALK
- 13 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	750131X
LANE TYPE	2 LANE (URBAN LOCAL)
TRAFFIC VOLUMES, AADT	3100
QZRI (W/O IMPROVEMENTS)	10651.69
NSRT	13811
NSRT>QZRI (W/O IMPROVEMENTS)	



SUBCONSULTANT:

SUBCONSULTANT:



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CONCEPT

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REVISIONS:

MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW



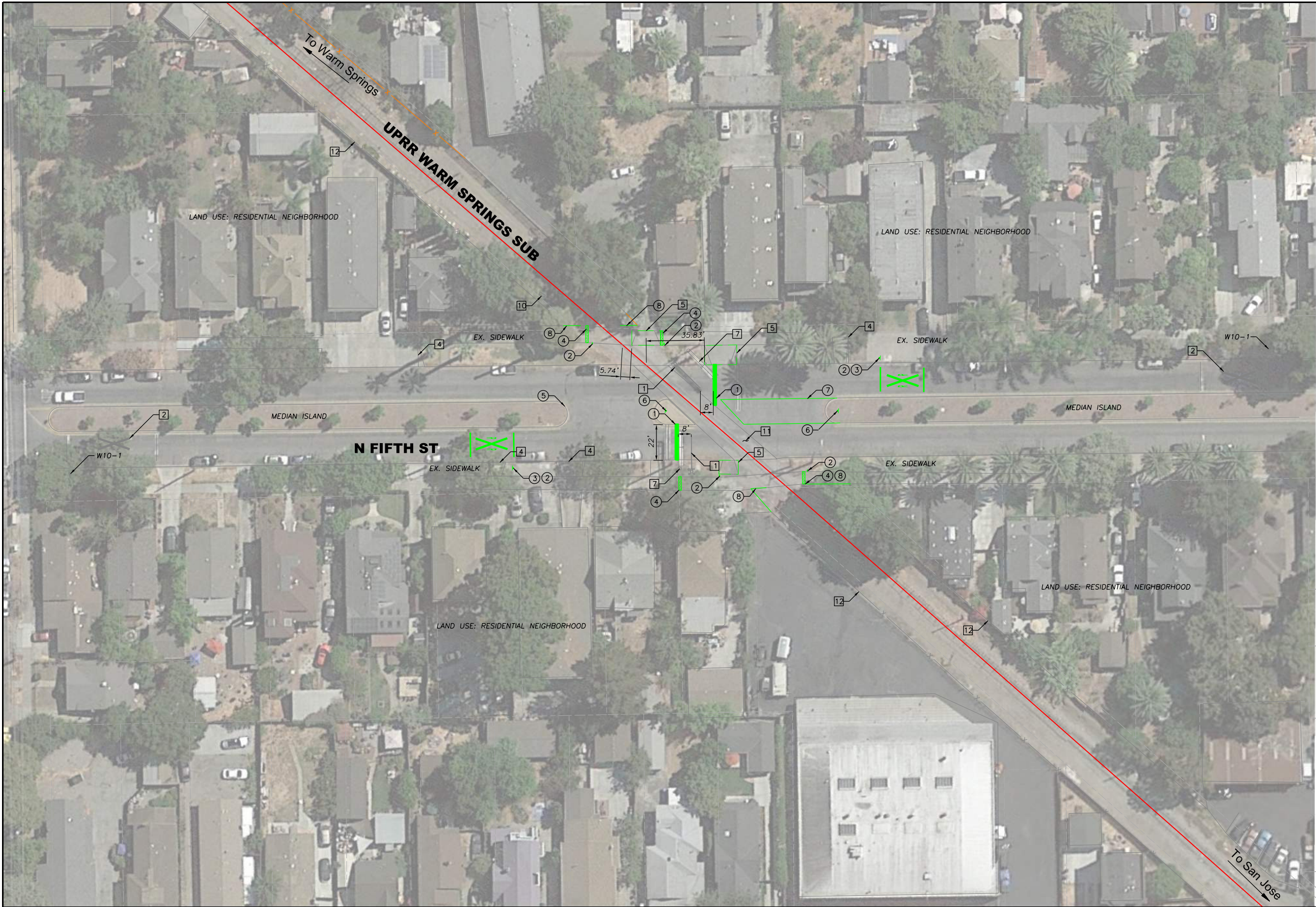
CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 16.35
N 6TH ST AND EMPIRE ST
AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.
C-11 663
SHEET 13 OF 22



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

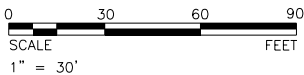
- 1 EXISTING NO. 9A QUADRANT GATE WITH R15-1
- 2 EXISTING RAILROAD XING SYMBOL
- 3 EXISTING STOP BAR
- 4 EXISTING DRIVEWAY
- 5 EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- 6 EXISTING PEDESTRIAN BARRIER
- 7 EXISTING SIGNAL CANTILEVER WITH R15-1
- 8 EXISTING BIKE PATH
- 9 EXISTING ADA RAMP
- 10 UPRR CONTROL HOUSE
- 11 EXISTING ASPHALT CROSSING
- 12 EXISTING FENCE

CIVIL IMPROVEMENTS

- 1 PROPOSED STOP BAR PER MUTCD STANDARDS
- 2 INSTALL W10-9P (NO TRAIN HORN) AND R15-8 (LOOK) FOR PEDESTRIAN
- 3 RELOCATE EXISTING RAILROAD CROSSING SIGNS WITH 100' DISTANCE TO THE STOP BAR
- 4 PROPOSED PEDESTRIAN DETECTABLE WARNING STRIPS
- 5 RELOCATE MEDIAN GAP FURTHER AWAY FROM THE RAILROAD CROSSING
- 6 INSTALL R8-8 (DO NOT STOP ON TRACKS)
- 7 PROPOSED MEDIAN ISLAND TO ASSIST CROSSING GATE COVER 90% OF TRAVEL APPROACH WIDTH.
- 8 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	750132E
LANE TYPE	2 LANE (URBAN LOCAL)
TRAFFIC VOLUMES, AADT	2227
OZRI (W/O IMPROVEMENTS)	9789.62
NSRT	1.3811
NSRT>OZRI (W/O IMPROVEMENTS)	



whoong 4/9/2020 3:33:56 PM - P:\19154-S\Julia\Zone\Site\Sheets\Primary Design\C-112 5th St.dgn

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ISSUE:

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MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW

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CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 16.45
N 5TH ST AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.

C-11

664

SHEET 14 OF 22

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOL
- 3 EXISTING STOP BAR
- 4 EXISTING DRIVEWAY
- 5 EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- 6 EXISTING PEDESTRIAN BARRIER
- 7 EXISTING SIGNAL CANTILEVER WITH R15-1
- 8 EXISTING BIKE PATH
- 9 EXISTING ADA RAMP
- 10 UPRR CONTROL HOUSE
- 11 EXISTING SIGNAL LIGHT
- 12 EXISTING MEDIAN ISLAND
- 13 PCC PAD AT GRADE CROSSING
- 14 EXISTING FENCE

CIVIL IMPROVEMENTS

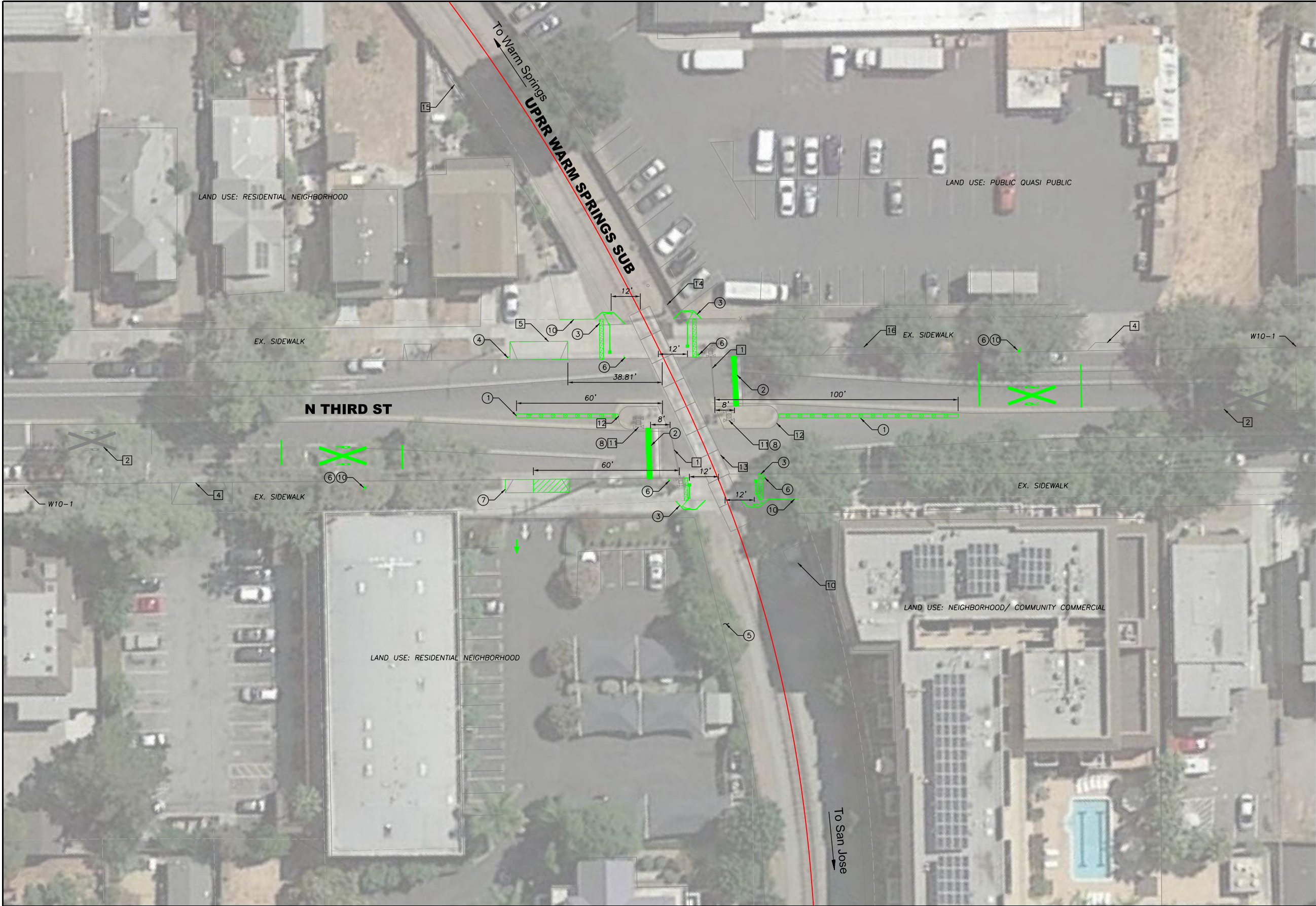
- 1 PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- 2 INSTALL W10-9P (NO TRAIN HORN) AND R15-8 (LOOK)
- 3 INSTALL R3-5R (RIGHT TURN ONLY)
- 4 PROPOSED BOLLARDS FOR WASHINGTON ST FULL CLOSURE
- 5 INSTALL R3-1 (NO RIGHT TURN)
- 6 PROPOSED PEDESTRIAN DETECTABLE WARNING STRIPS
- 7 STRIPING UP MEDIAN TO THE EDGE OF CONCRETE PANEL WITH REFLECTIVE MARKERS
- 8 INSTALL W10-4 (GRADE CROSSING ADVANCE WARNING)
- 9 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	750133L
LANE TYPE	2 LANE (URBAN MINOR ARTERIAL)
TRAFFIC VOLUMES, AADT	5709
QZRI (W/O IMPROVEMENTS)	12410.06
NSRT	13811
NSRT>QZRI (W/O IMPROVEMENTS)	



 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmacivil.com		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 16.55 N 4TH ST AT GRADE CROSSING PROPOSED SITE PLAN	
MARK	DATE	DESCRIPTION																			
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																			
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING																			
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW																			
SUBCONSULTANT:		PRIME CONSULTANT:		ISSUE:		DESIGNED BY: MA/WH		SHEET NO. C-11 665													
								SHEET 15 OF 22													



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

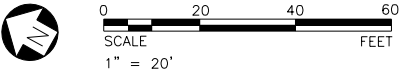
- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOL
- 3 EXISTING STOP BAR
- 4 EXISTING DRIVEWAY
- 5 EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- 6 EXISTING PEDESTRIAN BARRIER
- 7 EXISTING SIGNAL CANTILEVER WITH R15-1
- 8 EXISTING BIKE PATH
- 9 EXISTING ADA RAMP
- 10 UPRR CONTROL HOUSE
- 11 EXISTING SIGNAL LIGHT
- 12 EXISTING MEDIAN ISLAND
- 13 EXISTING PCC PAD AT GRADE CROSSING
- 14 EXISTING UTILITY POLE
- 15 EXISTING FENCE
- 16 EXISTING CLOSED DRIVEWAY

CIVIL IMPROVEMENTS

- 1 PROPOSED MOUNTABLE MEDIAN WITH REFLECTIVE TRAFFIC CHANNELIZATION DEVICES
- 2 PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- 3 PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- 4 INSTALL R3-5R (RIGHT TURN ONLY)
- 5 PROPERTY OWNERS TO REMOVE VEGETATION WITHIN UPRR RIGHT OF WAY
- 6 INSTALL W10-9P (NO TRAIN HORN)
- 7 REDUCE THE WIDTH OF RESIDENTIAL DRIVEWAY FOR ONE WAY ENTER ONLY
- 8 ADD BELL ON EXISTING NO. 8 FLASHER
- 9 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK
- 10 RELOCATE EXISTING RAILROAD CROSSING MARKING AND W10-1 SIGN WITH 100' DISTANCE FROM STOP BAR

CROSSING STATS

CROSSING NO.	750134T
LANE TYPE	2 LANE (URBAN MAJOR COLLECTOR)
TRAFFIC VOLUMES, AADT	3992
QZRI (W/O IMPROVEMENTS)	11353.09
QZRI (W/ IMPROVEMENTS)	2838.27
NSRT	13811
NSRT>QZRI (W/O IMPROVEMENTS)	



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MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW

CITY OF SAN JOSE
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CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 16.63
N 3RD ST AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.

C-11

666

SHEET

16

OF

22

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GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

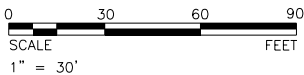
- EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- EXISTING RAILROAD XING SYMBOL
- EXISTING STOP BAR
- EXISTING DRIVEWAY
- EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- EXISTING PEDESTRIAN BARRIER
- EXISTING SIGNAL CANTILEVER WITH R15-1
- EXISTING BIKE PATH
- EXISTING ADA RAMP
- UPRR CONTROL HOUSE
- EXISTING SIGNAL LIGHT
- EXISTING MEDIAN ISLAND
- EXISTING BARRIER
- PCC PAD AT GRADE CROSSING

CIVIL IMPROVEMENTS

- PROPOSED MOUNTABLE MEDIAN WITH REFLECTIVE TRAFFIC CHANNELIZATION DEVICES
- PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION
- CITY WILL COORDINATE WITH PROPERTY OWNER TO RELOCATE TRASH PICKUP LOCATION TO SOUTH SIDE OF DRIVEWAY
- INSTALL W10-9P (NO TRAIN HORN)
- RELOCATE EXISTING RAILROAD CROSSING MARKING AND W10-1 SIGN WITH 100' DISTANCE TO STOP BAR
- INSTALL R3-5R (RIGHT TURN ONLY)
- INSTALL R4-1 (DO NOT PASS)
- PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

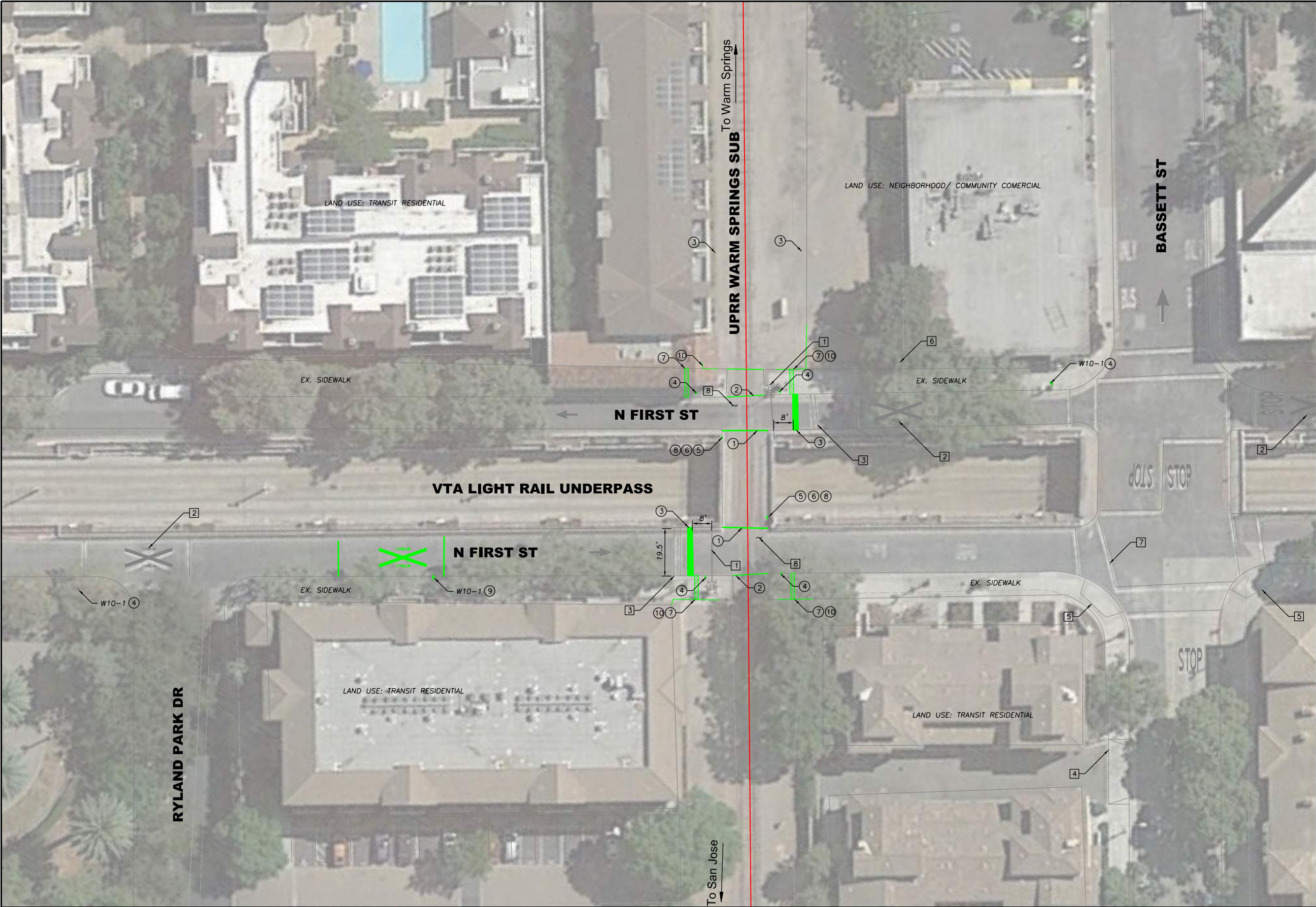
CROSSING NO.	750135A
LANE TYPE	2 LANE (URBAN MAJOR COLLECTOR)
TRAFFIC VOLUMES, AADT	5974
QZRI (W/O IMPROVEMENTS)	12549.65
QZRI (W/ IMPROVEMENTS)	3137.41
NSRT	13811
NSRT>QZRI (W/O IMPROVEMENTS)	



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MARK	DATE	DESCRIPTION																									
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																									
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING																									
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW																									
										PROJ NO: 19154 SCALE: AS NOTED DATE: 04/09/2020 DESIGNED BY: MA/WH		SHEET NO. C-115 667 SHEET 17 OF 22															

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GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

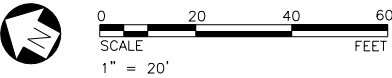
- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING RAILROAD XING SYMBOL
- 3 EXISTING STOP BAR
- 4 EXISTING DRIVEWAY
- 5 EXISTING ADA RAMP
- 6 EXISTING BARRIER
- 7 EXISTING CROSSWALK
- 8 EXISTING ASPHALT CROSSING

CIVIL IMPROVEMENTS

- 1 PROPOSED DOUBLE YELLOW LINE ROAD STRIPING TO THE EDGE OF CONCRETE PANEL
- 2 POTENTIAL CROSSING IMPROVEMENT BY UPRR
- 3 PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- 4 INSTALL W10-9P (NO TRAIN HORN) AND R15-8 (LOOK)
- 5 INSTALL R5-1 (DO NOT ENTER) SIGN PERPENDICULAR TO THE ROADWAY
- 6 INSTALL R3-2 (NO LEFT TURN)
- 7 PROPOSED PEDESTRIAN DETECTABLE WARNING STRIPS
- 8 INSTALL R15-1 (GRADE CROSSING) AND R9-3 (NO PEDESTRIAN CROSSING)
- 9 RELOCATE EXISTING RAILROAD CROSSING MARKING AND W10-1 SIGN WITH DISTANCE 100' TO STOP BAR
- 10 PROPOSED FENCE AND FENCE GATE ALONG BACK OF SIDEWALK

CROSSING STATS

CROSSING NO.	750136G
LANE TYPE	2 LANE (URBAN OTHER PRINCIPAL ARTERIAL)
TRAFFIC VOLUMES, AADT	7836
OZRI (W/O IMPROVEMENTS)	13410.8
NSRT	13811
NSRT>OZRI (W/O IMPROVEMENTS)	



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3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 16.78
N 1ST ST AT GRADE CROSSING
PROPOSED SITE PLAN

PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

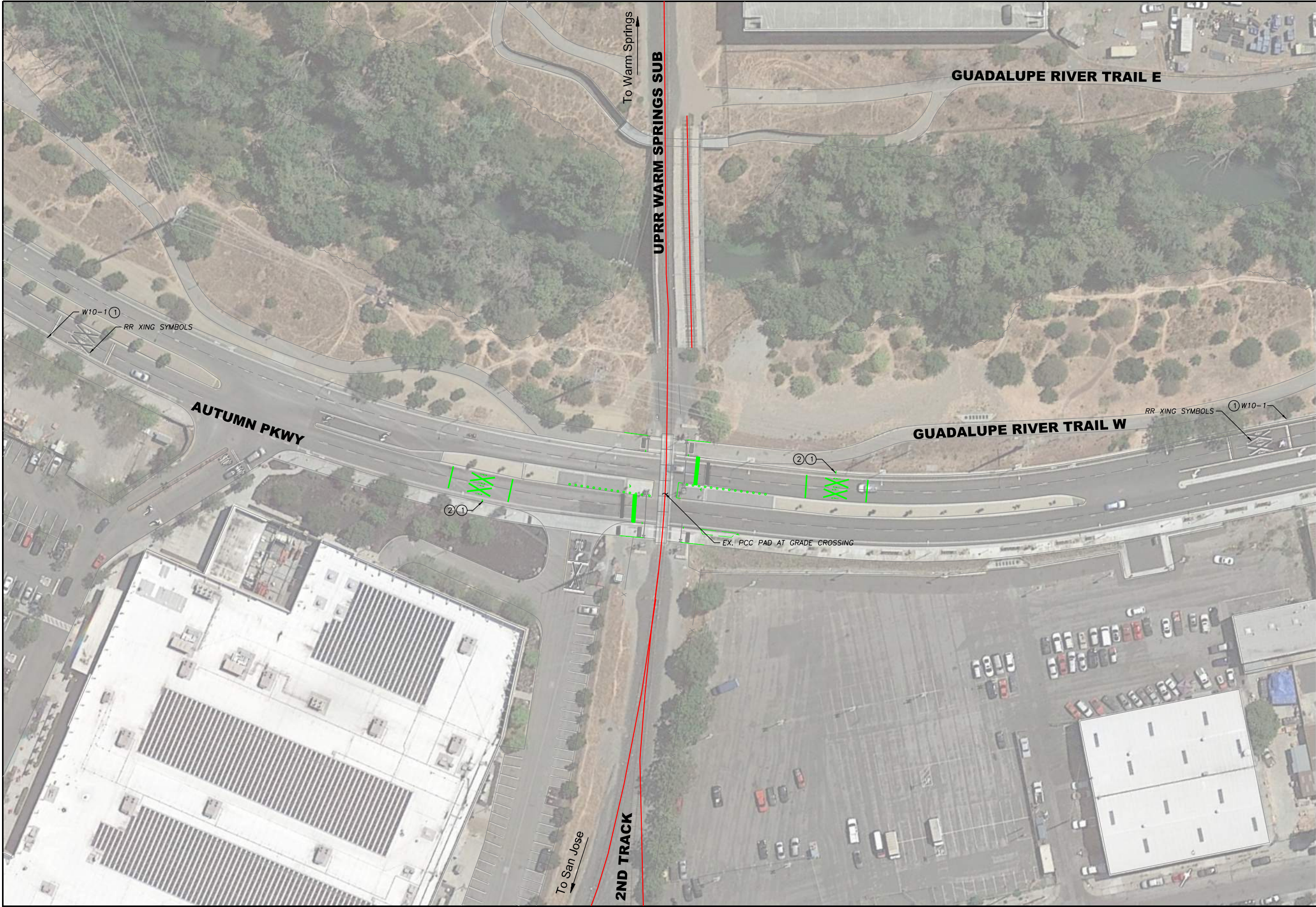
SHEET NO.

C-116 668

SHEET 18 OF 22

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GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

- ① INSTALL W10-9P (NO TRAIN HORN)
- ② RELOCATE EXISTING RAILROAD CROSSING MARKING AND W10-1 SIGN WITH 100' DISTANCE TO STOP BAR



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1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW

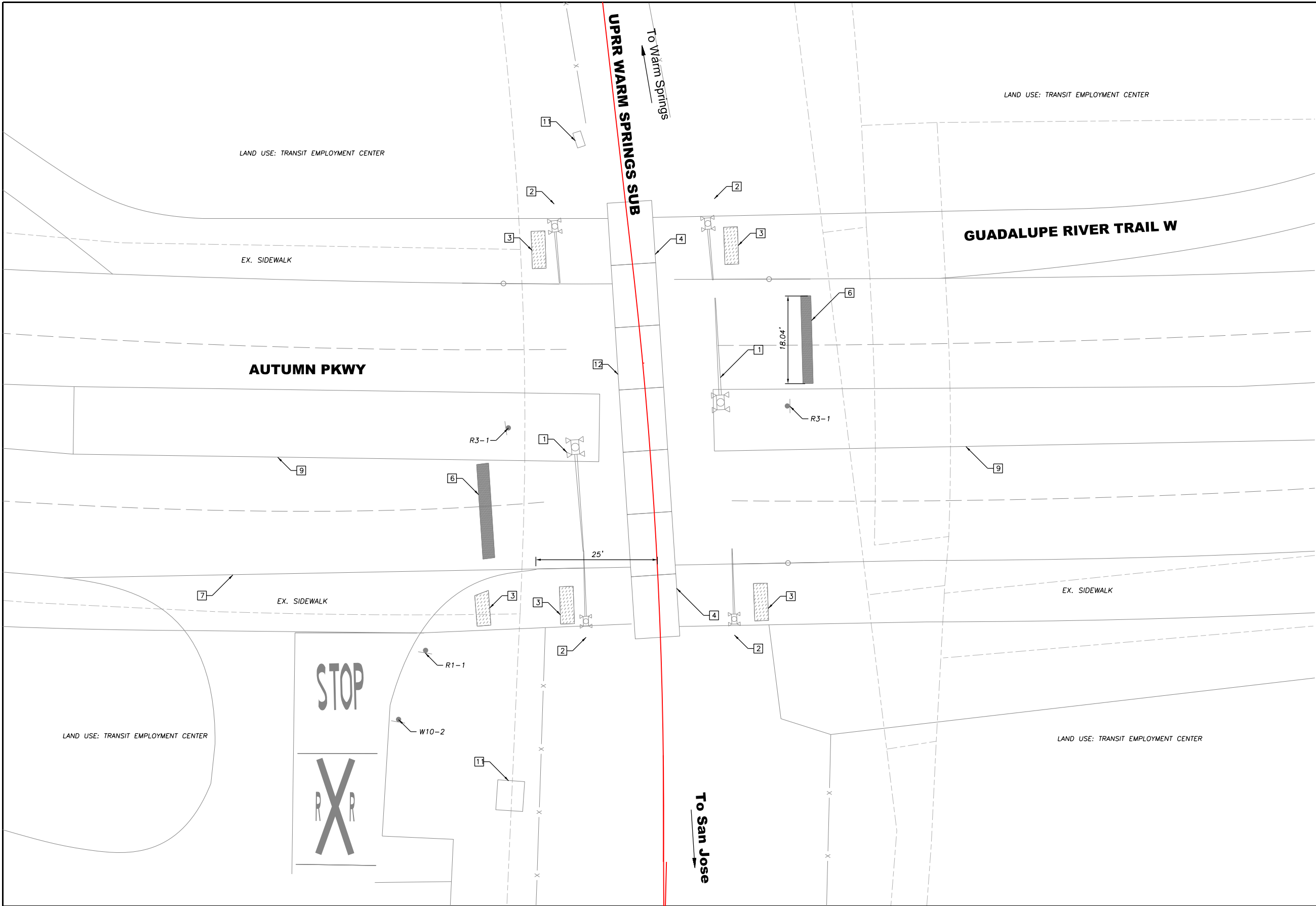


CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:
**WARM SPRINGS SUB, MP 17.32
AUTUMN PKWY AT GRADE CROSSING
OVERALL PLAN**

PROJ NO: 19154	SHEET NO.
SCALE: AS NOTED	C-117 669
DATE: 04/09/2020	
DESIGNED BY: MA/WH	SHEET 19 OF 22

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GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

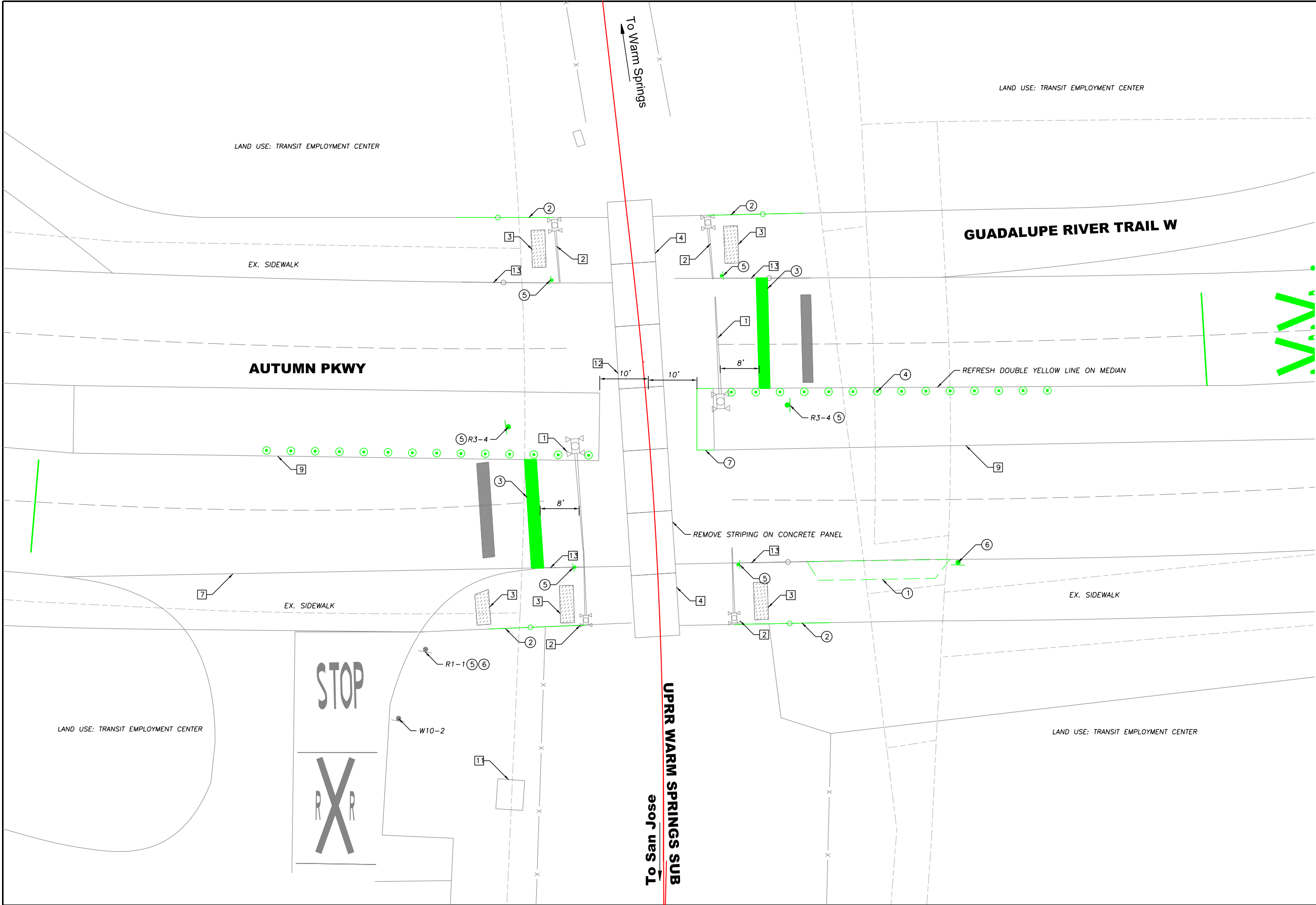
EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING NO. 9 PEDESTRIAN GATE TO REMAIN
- 3 EXISTING DETECTABLE WARNING STRIP TO REMAIN
- 4 EXISTING PEDESTRIAN CROSSING TO REMAIN
- 5 EXISTING RAILROAD XING SYMBOLS
- 6 EXISTING STOP BARS
- 7 EXISTING DRIVEWAY
- 8 END OF EXISTING SIDEWALK
- 9 EXISTING MEDIAN ISLAND
- 10 EXISTING SIGNAL CANTILEVER WITH R15-1
- 11 UPRR CONTROL HOUSE
- 12 EXISTING PCC PAD AT GRADE CROSSING



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SUBCONSULTANT:	SUBCONSULTANT:					PRIME CONSULTANT:	MARK	DATE		DESCRIPTION	PROJ NO: 19154 SCALE: AS NOTED DATE: 04/09/2020 DESIGNED BY: MA/WH

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GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING NO. 9 PEDESTRIAN GATE TO REMAIN
- 3 EXISTING DETECTABLE WARNING STRIP TO REMAIN
- 4 EXISTING PEDESTRIAN CROSSING TO REMAIN
- 5 EXISTING RAILROAD XING SYMBOL
- 6 EXISTING STOP BAR
- 7 EXISTING DRIVEWAY
- 8 END OF EXISTING SIDEWALK
- 9 EXISTING MEDIAN ISLAND
- 10 EXISTING SIGNAL CANTILEVER WITH R15-1
- 11 EXISTING UPRR CONTROL HOUSE
- 12 EXISTING PCC PAD AT GRADE CROSSING
- 13 EXISTING TUBULAR RAILING

CIVIL IMPROVEMENTS

- 1 PROPOSED DRIVEWAY CONSTRUCTED BY DEVELOPER, NEW PG&E ACCESS EASEMENT, PRIVATE USE AND GATED. WORK IN PROGRESS
- 2 PROPOSED PEDESTRIAN CHANNELIZATION WITH 20" TUBULAR RAILING AT BACK OF WALK
- 3 PROPOSED 24" STOP BAR PER MUTCD STANDARDS
- 4 PROPOSED REFLECTIVE TRAFFIC CHANNELIZATION DEVICES ON TOP OF EXISTING MEDIAN
- 5 INSTALL W10-9P (NO TRAIN HORN) AND R8-8 (DO NOT STOP ON TRACK)
- 6 INSTALL R3-5R (RIGHT TURN ONLY)
- 7 EXTEND EXISTING MEDIAN TO 10' FROM TRACK CENTERLINE
- 8 RELOCATE EXISTING BUS STOP FURTHER AWAY FROM THE CROSSING

CROSSING STATS

CROSSING NO.	924191R
LANE TYPE	4 LANE (URBAN LOCAL)
TRAFFIC VOLUMES, AADT	11430
QZRI (W/O IMPROVEMENTS)	18358.90
QZRI (W/ IMPROVEMENTS)	3671.78
NSRT	13811
NSRT>QZRI (W/ IMPROVEMENTS)	



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PRIME CONSULTANT:

PROFESSIONAL SEAL:

CONCEPT

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04/09/2020

ISSUE:

REVISIONS:

MARK	DATE	DESCRIPTION
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING
2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING
1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

CITY OF SAN JOSE
UPRR WARM SPRINGS SUBDIVISION
QUIET ZONE
CITY OF SAN JOSE TRANSPORTATION DEPARTMENT
200 EAST SANTA CLARA STREET
SAN JOSE, CA 95113

SHEET TITLE:

WARM SPRINGS SUB, MP 17.32
AUTUMN PKWY AT GRADE CROSSING
PROPOSED SITE PLAN

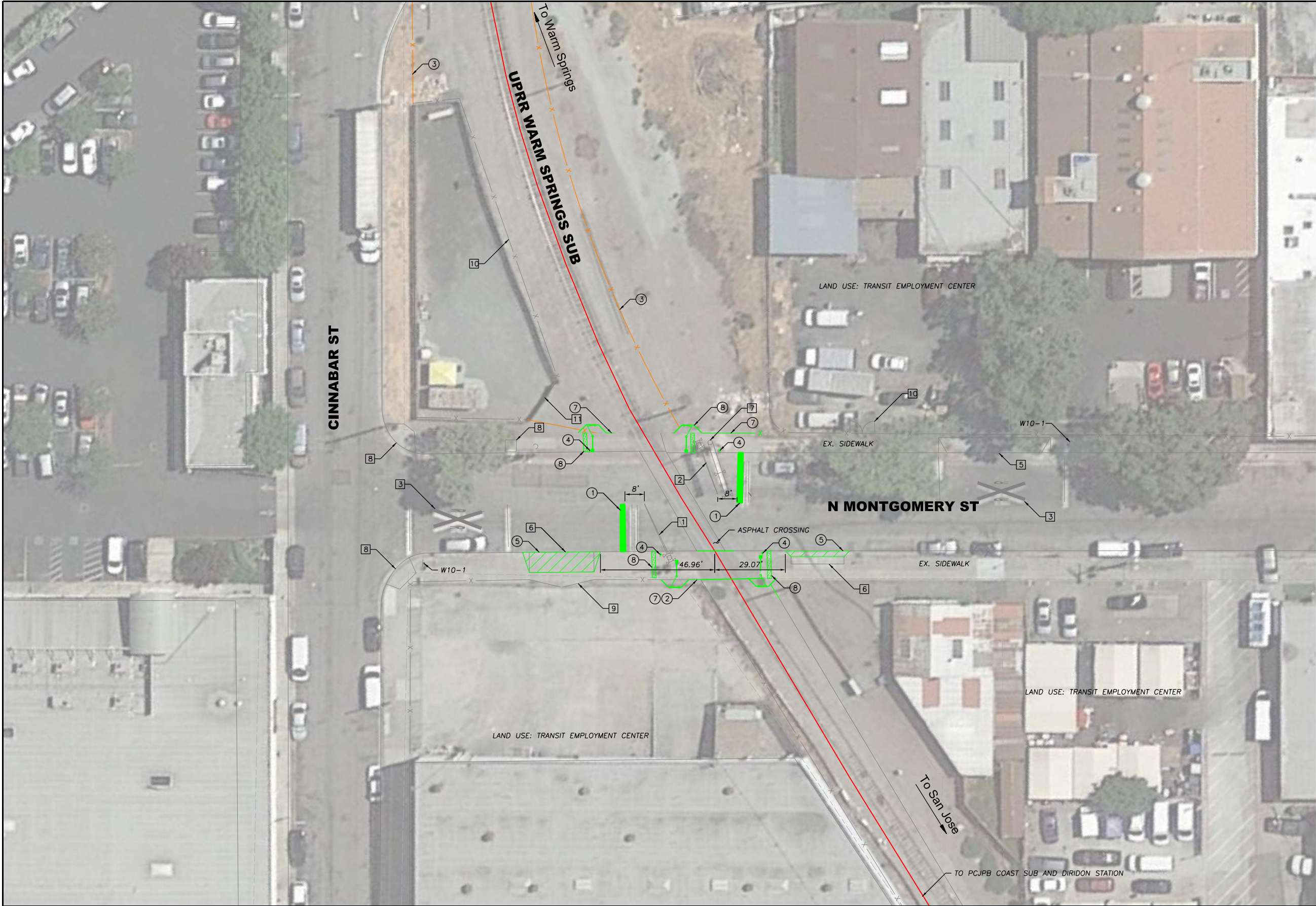
PROJ NO: 19154
SCALE: AS NOTED
DATE: 04/09/2020
DESIGNED BY: MA/WH

SHEET NO.

C-119 671

SHEET 21 OF 22

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING



GENERAL NOTES:

SEE SHEET C-101 FOR GENERAL NOTES.

SHEET NOTES:

EXISTING INFRASTRUCTURE

- 1 EXISTING NO. 9 QUADRANT GATE WITH R15-1 TO REMAIN
- 2 EXISTING NO. 9A QUADRANT GATE WITH R15-1 TO REMAIN
- 3 EXISTING RAILROAD XING SYMBOL
- 4 EXISTING STOP BAR
- 5 EXISTING DRIVEWAY
- 6 EXISTING DRIVEWAY WITHIN 60' DISTANCE FROM RAILROAD CROSSING
- 7 EXISTING SIGNAL CANTILEVER WITH R15-1
- 8 EXISTING ADA RAMP
- 9 UPRR CONTROL HOUSE
- 10 EXISTING FENCE & FENCE GATE
- 11 UPRR SIGNAL YARD GATE

CIVIL IMPROVEMENT

- 1 PROPOSED STOP BAR PER 2014 MUTCD STANDARDS
- 2 PROPOSED PEDESTRIAN SIDEWALK IMPROVEMENT
- 3 POTENTIAL PROPOSED 8' HIGH RIGHT OF WAY FENCE VERIFY DURING SITE DIAGNOSTIC MEETING
- 4 INSTALL W10-9P (NO TRAIN HORN) AND R15-8 (LOOK)
- 5 RELOCATE EXISTING DRIVEWAY BY DEVELOPER, EXTEND RED CURB LIMIT THROUGH DRIVEWAYS
- 6 THE PARCEL WEST OF THIS CROSSING WILL BE DEMOLISHED AND REDEVELOPED BY DEVELOPER
- 7 PROPOSED PEDESTRIAN CHANNELIZATION FENCE AND FENCE GATE AT BACK OF WALK
- 8 PROPOSED FULL PEDESTRIAN TREATMENTS INCLUDE AUTOMATIC PEDESTRIAN GATE, EXIT SWING GATE, DETECTABLE WARNING STRIP AND CHANNELIZATION.

CROSSING STATS

CROSSING NO.	750151J
LANE TYPE	2 LANE (URBAN LOCAL)
TRAFFIC VOLUMES, AADT	1792
OZRI (W/O IMPROVEMENTS)	4460.67
NSRT	13811
NSRT>OZRI (W/O IMPROVEMENTS)	



4/9/2020 3:34:15 PM - P:\19154-S\001\Zone\Site\Sheets\Primary Design\C-120 N Montgomery St.dgn

SUBCONSULTANT:		SUBCONSULTANT:		PRIME CONSULTANT: JMA CIVIL 3930 Pacheco Blvd Martinez, CA 94553 T: 925.400.4356 www.jmacivil.com		PROFESSIONAL SEAL:		CONCEPT NOT FOR CONSTRUCTION 04/09/2020		REVISIONS: <table><tr><th>MARK</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>3</td><td>04/09/20</td><td>QUIET ZONE FEASIBILITY STUDY DRAWING</td></tr><tr><td>2</td><td>02/25/20</td><td>ISSUED FOR SITE DIAGNOSTIC MEETING</td></tr><tr><td>1</td><td>10/18/19</td><td>ISSUED FOR STAKEHOLDER REVIEW</td></tr></table>		MARK	DATE	DESCRIPTION	3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING	2	02/25/20	ISSUED FOR SITE DIAGNOSTIC MEETING	1	10/18/19	ISSUED FOR STAKEHOLDER REVIEW	 CITY OF SAN JOSE UPRR WARM SPRINGS SUBDIVISION QUIET ZONE CITY OF SAN JOSE TRANSPORTATION DEPARTMENT 200 EAST SANTA CLARA STREET SAN JOSE, CA 95113		SHEET TITLE: WARM SPRINGS SUB, MP 17.46 N MONTGOMERY ST AT GRADE CROSSING PROPOSED SITE PLAN	
MARK	DATE	DESCRIPTION																									
3	04/09/20	QUIET ZONE FEASIBILITY STUDY DRAWING																									
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										PROJ NO: 19154 SCALE: AS NOTED DATE: 04/09/2020 DESIGNED BY: MA/WH		SHEET NO. C-12 672															
												SHEET 22 OF 22															

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APPENDIX D

Meeting Minutes



APPENDIX D.1

Stakeholders Design Review Minutes

San Jose Quiet Zone Study

200 East Santa Clara St
San Jose, CA 95113

Tuesday October 22, 2019

Part 1: 9:00 a.m. – 2:30 p.m. PDT

Railroad Stakeholder Feasibility Review Meeting

Dial-in: (669) 224-3412

Access Code: 232-139-341

Weblink: <https://global.gotomeeting.com/join/232139341>

If attending in person:

City of San Jose
200 East Santa Clara St
San Jose, CA 95113
8th Floor, Room 847

Meeting Objective: Review the project work to-date with UPRR, FRA and CPUC and solicit preliminary input.

Agenda

1. Introductions

2. Project Overview

- a. City Objectives
- b. Scope of Work and Limits of Study Area

3. Crossing Analysis

- a. Site Visit & Inventory Update
- b. Comparative Risk Evaluation
 - i) SSMs
 - ii) ASMs
- c. Preliminary Design

4. Crossing Improvements Walk-Through

- a. North Crossings with SSMs
- b. South Crossings

5. Project Phasing

- a. Site Visit & Inventory Update
- b. Comparative Risk Evaluation
 - iii) SSMs
 - iv) ASMs
- c. Preliminary (30%) Design

6. Next Steps

- a. Quiet Zone Study Report

Minutes

Item No.	Description	Action
1. Overview		
a.	City Noted that the consideration of City future development is a focus for this project	
2. General Comments		
a.	FRA noted that the AADT data needs to be updated in the FRA database based on the latest numbers. This will affect the NSRT. JMA will coordinate with DOT and CPUC to update traffic information in FRA Inventory Forms for each crossing.	JMA
b.	FRA and City DOT Director received multiple complaints from residents weekly FRA very familiar with the Subdivision	
c.	FRA noted: - Application A3 should be filed. It's a risk to the City if SSM will not be installed at all crossings because risk indices change over time. - City can lose the Quiet Zone designation if improvements are not made at all crossings in the corridor - In A1 filing – SSMs at all crossings is preferred - Trespassing and homelessness are an issue. Need to be addressed. One encampment can compromise the QZ. - Locomotive engineer has full control over blowing horn if unsafe condition is noted. - Significant developments from Planning in the QZ can put the QZ at risk.	
d.	Eliminate driveways within 60' distance from gate is required for the SSM: Gates with Medians or Channelization Devices.	
e.	Anti-trespassing panels violate CPUC GO-118A for walkways and will be removed from the plans. Per FRA, studies show that anti-trespassing panels are not very effective. We can table this for future discussion.	
f.	UPRR noted all crossings are Tier 3. The tier level is determined by UPRR based on a system-wide crossing assessment process and regression model Statistically significant crossings have certain characteristics. Tier 1 has the most significant characteristics associated with incidents; Tier 3 has the least number of these characteristics	
g.	Even if a quiet zone becomes cost-prohibitive and the City doesn't pursue it, safety recommendations made here are still worthwhile to implement as much as possible	

h.	UPRR asked if a closure study was done. City doesn't want to close streets or convert 2-way to one-way.	
i.	City will discuss internally and review possible closure options	CSJ
j.	City to evaluate operation life-saver outreach.	
k.	FRA recommended that the City look at high-risk areas and do outreach and education. Perform a proximity analysis.	CSJ
l.	Look at stop bar placement. FRA recommended that the City refresh these before the QZ work. - Single stop bar is the new standard 8' placement in advance of closest equipment	
m.	Posted speeds need to be added in proximity to all crossings.	
n.	Peggy referenced MUTCD 8A.01 for the crossing modification process.	
o.	Peggy encouraged City to look at pedestrian grade separation options. Pedestrians will always take the path of least resistance and will not walk out of their way.	
p.	FRA said that field diagnostic by end of the year is ambitious. Recommend Jan 2020 timeframe	
q.	FRA looking at tightening up Rule Section 222 requirements.	
3. City Trespass		
a.	FRA wants to know what the City is doing for trespassing.	CSJ
b.	City is working with UPRR on an MOU for removal of the homelessness Agreement in process.	CSJ
c.	Mindy said that the agreement with UPRR will be executed by Dec 2019	
d.	FRA wants to know what prevention measures are in place. For example: - Enforcement of Law - Engineering, Education and Enforcement	CSJ
e.	Joe offered to send supporting documents and grant program information	FRA
f.	Per FRA, the Counties are organizing a summit to work together as a community to address trespassing and homelessness. FRA will send City information on the summit.	FRA
4. City Incident Data		
a.	City has incident data for the crossings. No RR incident data within 10 years.	
b.	UPRR (Peggy) asked that the City look again and specifically look for non-railroad incidents.	CSJ

c.	UPRR (Peggy) also asked the City to investigate incidents at adjacent intersections. Peggy noted that not all rail incidents specifically mention rail.	CSJ
5. N. Tenth St		
a.	UPRR confirmed the spur track will be removed as part of the crossing surface improvement work. JMA will note on plans.	JMA
b.	Stop bars need to be reinstalled for all crossings to match MUTCD (2014 versus and 2009 requirement)	
c.	UPRR: A new cantilever over the road will be required for N 10 th St. UPRR (Peggy) noted UPRR pole placement might cause site distance issues. CPUC: consider median mounted gate because electrical poles on sidewalk may prevent installation of cantilever	
d.	Santa Ana Ave – since the Santa Ana Ave intersects 10 th St. close to the crossing and is adjacent to the gate, FRA suggested considering allowing northbound right-turn into Santa Ana Ave only and eliminating westbound out of Santa Ana Ave.	
e.	CPUC noted that they receive complaints from bicyclists about the pavement condition across the tracks here. UPRR noted that they would like to complete the panel replacement project.	
f.	UPRR noted one flasher for each lane of travel is required per AREMA. CPUC noted that multiple travel lanes require flashers cantilevered over the road, or in the median. Asked if City plans to reduce lanes and add bike lanes.	
g.	UPRR noted that location of existing gate on the east sidewalk is questionable and it probably should be relocated.	
h.	JMA will revise preliminary design to bring median island to within 10' from remaining track and will square up median nose.	
i.	UPRR requested information on school bus and passenger bus routes	CSJ
j.	UPRR: ensure striping conforms to latest MUTCD, e.g. 24" stop bar	
6. Hedding St.		
a.	2013 – Review of interconnected crossings study for pre-emption. - UPRR asked City to provide comments on the recommendations that were presented for consideration. Peggy will provide the study. - Peggy asked if City implemented the track clearance green time that was recommended in report?	UPRR & CSJ
b.	FRA noted that this is the worst crossing in terms of trespassing and witnessed a near-miss. City needs to be proactive. Engineering, enforcement, and education are the three pillars to address the issue.	

	California has 6 of the top 10 counties with highest railroad fatalities. FRA is putting together safety summit and wants San Jose there. There is also a new federal grant for funding enforcement efforts on railroad corridors.	
c.	CPUC and UPRR asked if lane configuration was changed. Cantilevers are usually for 2 lanes each way, but this is only 1 lane each direction. - City noted 4-lane to 3-lane conversion and bike lanes installed in 2013. - CPUC has no record of approval to reduce lanes and add bike lanes. GO-88B CPUC application was not filed by the City.	
d.	CPUC ask the City to confirm if the asphalt from the sidewalk being replaced.	CSJ
e.	FRA noted setbacks from gates look too far. JMA to evaluate.	JMA
f.	FRA recommended full pedestrian treatment (pedestrian gate, swing gate, detectable warning strips. - CPUC (Felix) described full pedestrian treatment includes automatic ped gate, with exit swing gate and channelization. - Detectable warning strips will be required for all sidewalks. - Sidewalk should meet all ADA requirements.	JMA
g.	UPRR noted City should consider rerouting school bus path near this new quiet zone.	CSJ
h.	UPRR suggested City study incidents at adjacent signalized intersection; some accidents don't involve a train but happen because of driver behavior near the crossing, queueing affected by the crossing, etc.	
i.	FRA recommended full pedestrian treatment (pedestrian gate, swing gate, detectable warning strips. - CPUC (Felix) described full pedestrian treatment includes automatic ped gate, with exit swing gate and channelization. - Detectable warning strips will be required for all sidewalks. Sidewalk should meet ADA requirements.	JMA
7. E. Taylor		
a.	FRA noted that SSM: medians with gates does not allow for driveways within 60' from gate arm (not crossing). Quad gates are the only SSM when existing driveways cannot be moved. This location is a good example of the City allowing driveways too close to crossings.	
b.	FRA recommended using quad gates and install full pedestrian treatments for this crossing.	
c.	UPRR noted road work happened at this crossing in 2015 per Google Street view. Reminder that Right-of-Entry and a UPRR flagger is required for work that could cause queueing or work within 25' from railroad. Also, traffic detours and lane shifts need to conform to MUTCD standards.	

d.	FRA noted Taylor St & Hedding St crossings were evaluated as high-risk crossing. There is an existing siding with switch moves that needs to be considered	
e.	2016 Site Diagnostic Meeting. CPUC (Felix) noted there was \$150k conditioned for railroad improvements. Where did that money go? - CPUC (Felix) has minutes and can share the minutes for diagnostic meeting. - City: the money is allocated towards the panel replacement work planned with UP	CPUC
8. Jackson/7th		
a.	City noted \$400k City has been earmarked for crossing improvement.	
b.	FRA suggested eliminating ped crossing within the limits of the warning devices. Add pedestrian fencing or channelization devices to direct access path. Control pedestrian crossing to the southwest.	JMA
c.	At northwest corner of intersection, UPRR noted railroad warning devices cannot be inside the construction fencing; City to inform developer. Also noted cantilever device does not have a gate.	CSJ
d.	City noted new 600 residential unit development is being constructed in the northwest corner of intersection. UPRR recommended that for developments of this nature that a site diagnostic meeting should have been performed with the developer as part of the EIR process. Traffic impact study was prepared for the development. UPRR requested a copy of the EIR. City will provide.	CSJ
e.	FRA: having the tracks cross in the middle of the crosswalk is a problem because pedestrians could be in the crosswalk with no direction as to where to go when the warning devices are activated and a train is approaching CPUC: signaling the intersection would allow for preemption which would protect pedestrian (and vehicular) movements from entering the intersection when a train is approaching	
f.	FRA: need channelization (fencing) along sidewalk on south leg around the crossing	
g.	FRA: at northeast corner of intersection, extend UP fence to edge of sidewalk; swing gate might be required for UP access to railroad.	
h.	FRA: what is the circulation in this area? Suggest shifting south leg crosswalk to north leg to avoid pedestrian crossing the tracks outside of the controls of the warning devices. City should evaluate proper placement of crosswalk to maximize pedestrian access while minimizing uncontrolled pedestrian exposure to the crossing.	JMA

9. N 6th and Empire		
a.	UPRR observed motorist confusion with vehicles stopping on the tracks at this crossing.	
b.	This crossing is included on the planned UPRR/City cost-share for crossing improvement with new concrete crossing panel.	
c.	FRA noted there is no pedestrian visibility in the southwest of 6 th St. Pedestrian treatment needed here	
d.	CPUC does not recommend mid-block crossings near the tracks. Cars can queue on track.	
e.	CPUC: the problem with trying to prevent pedestrians from crossing on east leg is that you can't fully prevent pedestrians from going where they want to go; you could potentially install pedestrian treatments at the northeast corner to facilitate pedestrian east-west travel; the pedestrian path could be oriented to be perpendicular to the tracks; may need UPRR ROW UPRR: as long as it conforms with diagnostic recommendations, UP is amenable to entering into an agreement with the City for sidewalk easement in order to fit in safety improvements	
f.	UPRR (Peggy) wants to observe behavior during train movement.	UPRR
g.	Mid high-rise residential development under construction. UPRR requested copy of EIR.	CSJ
h.	UPRR: stop signs are awkwardly placed and don't control vehicles after they enter the intersection; consider a traffic signal	
i.	Development should fence along railroad ROW	
j.	Curb ramps on the south corners of the intersection facilitate pedestrian crossing across the south leg which is not ideal because the tracks cross the middle of the path. FRA recommended to eliminate these ramps and City evaluate proper placement of crosswalks at other legs	
10. N 5th		
a.	City needs to investigate driveways and close unpermitted driveways.	CSJ
b.	Necessity and legality of business driveway on the west side of 5 th questioned seeing that the business has access on 4 th .	
c.	There is a gap in the median on the north leg; provides access for residential driveways; consider whether this gap makes the crossing overall safer, or if closing the gap would be safer	JMA, CSJ
d.	Where do residents place trash bins? In limits of track area – problem; evaluate this for 451 and 452 N 5 th St	
e.	UPRR: check need for tree trimming, especially southbound	

f.	UPRR noted W10-1 placement may be too far away; consider adding supplemental W10-1, maybe in median	
g.	FRA requested the City also review pavement marking distance, and fix signs and striping	
h.	JMA will investigate the cantilever installation requirement per MUTCD.	JMA
11. N 4th		
a.	UPRR recommended possibly closing Washington St at N 5 th St • Make 4th NB and 5th SB. • Alternative, make Washington St. one-way NB City: our practice is to keep 2-way streets; we have been converting one-way streets to 2-way. FRA: Quiet Zones are unique enough to consider exceptions to this policy.	CSJ
b.	Investigate SE section next to track, Google Earth showed a parked car next to track. Who installed bollards?	CSJ
c.	FRA: what is the use of the building on the northwest quadrant? If it is for homeless resources, we suggest City do ongoing outreach here, e.g. Operation Lifesaver. In general, City can look at a radius around the crossing (e.g. 1 mile), and target critical populations including transit users, PD, homeless centers, etc. throughout life of quiet zone	
12. N 3rd		
a.	FRA noted this crossing may need pedestrian treatments due to visibility on curves • May require property acquisition for pedestrian bump outs.	
b.	Residential driveway on northeast corner does not invalidate SSM Gates with medians if there are 4 units or less	
c.	FRA recommended extend medians to 100' per SSM standard, by that way the driveway in the northbound side do not need to remove.	
d.	FRA asked that vegetation be removed within UPRR right-of-way that is blocking site distance.	
e.	FRA noted pedestrian visibility will be impact by existing tree.	
f.	UPRR suggested adding bells to the median mounted flashers	
g.	Salmon colored building residences have contacted FRA (Joe) to discuss homelessness	
h.	FRA suggested to change the residential driveway to entrance only in southbound direction and reduce the width of driveway to have 60' clearance from gate.	
i.	FRA: trim trees on sidewalk	

13. N 2nd		
a.	FRA: trash containers cause backup in the street. Cars circumvent trash trucks and can pull into crossing with limited visibility. Consider 4-quadrant gate system for this reason	
b.	FRA: consider full ped treatments on north quadrants due to reduced visibility for pedestrian.	
c.	FRA: short blocks between 1 st , 2 nd , 3 rd ; people walk the rail corridor as an east-west short cut; even if you have a quiet zone, the train operators will sound the horns due to these pedestrians	
14. N 1st		
a.	CPUC: does the barriers along the street count towards the SSM gates with medians since they are non-traversable? FRA: not sure if this crossing should be considered 2 crossings; need to confirm If it is considered as 2 crossings, each crossing could potentially be considered as one-way street with gates. If two crossings, all data need to be considered separately.	FRA
b.	FRA recommended enlarging the existing “do not enter” sign on the bridge.	
c.	FRA: check stop bar distance; should be 8’ from downed gate or cantilever	
d.	UPRR: we have had some vehicles stopped on the tracks here; suggest checking lighting across the crossing. FRA: maybe drivers get confused and turn left onto tracks; consider adding no turn signs, extend edge of road striping across tracks; consider thermoplastic, retroreflective	
15. Autumn Parkway		
a.	CPUC: the existing pedestrian treatments reflect old design and do not meet current CPUC practice. For example, at the southeast quadrant the vehicular gate is located behind the sidewalk to serve both vehicles and pedestrians; however today CPUC would require the vehicle gate to be placed closer to the curb and a pedestrian treatment (automated gate and swing gate) to be placed to the right of it. At the northeast quadrant there is an automated pedestrian gate; today, CPUC would require this to be accompanied by an exit swing gate so that e.g. a wheelchair user could exit the crossing. The reason this crossing has an outdated design even though it was constructed relatively recently is because it was delayed in construction by 15 years due to an adjacent Army Corps rail bridge replacement project. The City had no control over that, so CPUC granted the City the extensions on its design approval. FRA: also the ped path is lacking channelization. It’s easy for pedestrians to walk behind the gates.	

b.	Medians look short. Minimum of 6" height is required for a median to be considered non-traversable. FRA recommends new construction be min 8" to account for overlays.	
c.	UPRR: the pedestrian path on the east side of this crossing is one side of the Guadalupe River Trail. The other side of the trail is on the east side of the River, and that goes under the rail in a pedestrian tunnel. Trails imply a higher pedestrian volume which is of concern to UPRR.	
d.	Ped underpass east of Autumn Parkway: - FRA noted that the trail undercrossing washed away; UPRR forces came to abate and were attacked - No FRA DOT number per UPRR. - UPRR assigned a DOT number. - CPUC confirmed that this crossing was approved in 2006. - UPRR is interested in the City's trail maintenance plans for the underpass and if MOU includes this bridge - SCVWD was the lead agency. - UPRR asked if City can provide underpass maintenance information.	CSJ
e.	CPUC confirmed that Autumn Parkway was a City project.	
f.	CPUC said that the pedestrian underpass was processed as a separate application from Autumn Parkway.	
g.	UPRR: check the W10-1 sign placement on the south side – looks far. The warning devices need to be visible.	JMA
h.	FRA: what is the speed limit? Need to post speed limits at approaches to quiet zone crossings.	CSJ
i.	UPRR: the driveway in the northwest corner used to have northbound access through the median, but now the median gap is closed; wonder when this change happened. CPUC: it may have been closed due to left-turn pocket length issue; but continuous median now is better	CSJ
j.	FRA: City can't claim SSM: gates with medians due to the driveway at the northwest quadrant unless the driveway is relocated.	JMA
k.	City: PG&E requested easement along rail corridor between Autumn St. and Autumn Pkwy including a new driveway on the SW quadrant as part of a new proposed development. FRA: what does PG&E want to use the access for? If they have access to Autumn St, why do they need a driveway here on Autumn Pkwy? City: we can check on their access need and if one driveway on Autumn St would be adequate	CSJ

16. Montgomery		
a.	City: this area surrounding Montgomery St. is proposed for high density office and mixed use development. Early stages only. UPRR: reminder to see CA MUTCD requirements for modifying a crossing. CPUC: we need local agency help to engage us early on, way in advance of CEQA comment period UPRR: pedestrians will desire to cross between the new high density development and the restaurants and shopping plaza on the north side of the tracks; need to provide a pedestrian undercrossing, otherwise pedestrians will cut through the fence	
b.	FRA: need fencing along the rail corridor from Autumn Pkwy to here	
c.	City noted N Montgomery St. can't be closed since it's the only entrance to the land uses just north of the crossing.	
17. Site Diagnostic Meeting		
a.	UPRR: suggest a pre-review meeting in office before we go out to the field	
b.	UPRR: suggest 3 days to cover the 14 crossings	
c.	UPRR: encourage City staff to drive all the crossings during peak am, pm and nighttime to experience conditions first-hand and see how they change across different times of day.	
d.	FRA: please include an SJPd rep in the field diagnostic	
18. Next Steps		
a.	Submit updated Inventory Form to CPUC. Need to consider future traffic volumes for construction underway.	JMA
b.	Schedule 3-day field diagnostic, FRA is available in Jan 2020.	JMA

SIGN-IN SHEET



City of San Jose Quiet Zone Project

City of San Jose

Tuesday October 22, 2019

San Jose Quiet Zone Feasibility Study

Web Meeting

200 East Santa Clara Street

San Jose, CA 95113

8th Floor, Conference Room 847

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SIGN-IN SHEET



City of San Jose Quiet Zone Project
City of San Jose

Tuesday October 22, 2019

San Jose Quiet Zone Feasibility Study

Web Meeting

200 East Santa Clara Street

San Jose, CA 95113

8th Floor, Conference Room 847

Name	Title	Agency/ Company	Address	Telephone	Email	Initial
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Shu Su		City of San Jose			shu.su@sanjoseca.gov	✓
David Tran		City of San Jose			david.tran@sanjoseca.gov	✓
Lam Cruz		City of San Jose			lam.cruz@sanjoseca.gov	
Jon Marshall, PE	Principal Engineer	JMA Civil, Inc.	3930 Pacheco Blvd. Martinez, CA 94553	925.400.4356 xt. 101	jmarshall@jmacivil.com	<i>JM</i>

SIGN-IN SHEET



City of San Jose Quiet Zone Project
City of San Jose

Tuesday October 22, 2019

San Jose Quiet Zone Feasibility Study
Web Meeting
200 East Santa Clara Street
San Jose, CA 95113
8th Floor, Conference Room 847

Name	Title	Agency/ Company	Address	Telephone	Email	Initial
Mohammed Abushaban	Civil Engineer	JMA Civil, Inc.	3930 Pacheco Blvd. Martinez, CA 94553	925.400.4356 xt. 103	mabushaban@jmacivil.com	
Weisheng Hong	Senior Project Engineer	JMA Civil, Inc.	383 4 th St, Suite 201. Oakland, CA 94607	925.400.4356 xt. 109	whong@jmacivil.com	BY PHONE
TIM OSTGIL	CTC	CONSULTANT				BY PHONE



APPENDIX D.2

Site Diagnostic Meeting Minutes

/San Jose Warm Springs Quiet Zone Study

200 East Santa Clara St
San Jose, CA 95113

Tuesday-Thursday February 25-27, 2020

Warm Springs Quiet Zone Site Diagnostic Meeting

Meeting Objective: Review the project work to-date with UPRR, FRA and CPUC and solicit preliminary input.

Minutes

Item No.	Description	Action
1. General Comments: Overview		
a.	The diagnostic team have included the FRA-Region 7 “Diagnostic Meeting Opening Statement” and CAMUTCD 8A.01.05a as attachments to these minutes.	
b.	Site diagnostic meetings and CPUC applications are required for any railroad crossing improvements. Any developments or roadway improvements in the vicinity of the railroad crossings should be evaluated for their impacts to the railroad crossings.	
c.	The goal of this quiet zone study is to define the scope and programmatic cost to implement the quiet zone so the City of San Jose (City) can determine the feasibility of the project. City is mainly concerned with nighttime train horns. FRA noted that the City may apply for a partial quiet zone that limits that train horns to just the day times. The process and application requirements for a partial quiet zone is the same as for a full quiet zone.	
d.	Proposed quiet zone is 1.8 miles long and spans 14 at-grade crossings. This corridor has an average of 4 train movements per day (2 in the daytime, 2 in the night hours). Train speed is 10 mph. Train speed limit on this corridor is 20 mph.	
e.	Existing corridor quiet zone risk index is below the National Risk Index Threshold. Per the Train Horn Rule, the City could designate a quiet zone on this basis. FRA noted that the current crossing standards were written in 1999 and are outdated. The National Risk Index is a minimum threshold and we should strive for safety improvements that exceed far above the minimum. FRA noted that safety improvements for the existing crossings may be required regardless of the disposition of the Quiet Zone project.	

f.	FRA re-evaluates quiet zones that are established through the Public Authority Application Process every 3 years. Quiet zones may be terminated if a City's quiet zone treatments are modified or fall into a state of disrepair or otherwise fails to meet the requirements stipulated by the Quiet Zone application.	
g.	The diagnostic team noted that safety improvements for the existing crossings may be required regardless of the disposition of the Quiet Zone project.	
h.	The FRA noted that the current Quiet Zone standards were written in 1999. The National Risk Index is a minimum threshold and we should strive for safety improvements that exceed far above the minimum.	
i.	The diagnostic team is a strong endorser for eliminating or consolidating at-grade crossing, as well as constructing grade separations. The diagnostic team acknowledges Federal regulation (23 CFR 646.214(c)) that specifies that "all crossings of railroads and highways at grade shall be eliminated where there is full control of access on the highway (a freeway) regardless of the volume of railroad or highway traffic". In addition, the team acknowledges MUTCD, Section 8A.05 Grade Crossing Elimination Guidance: 01 Because grade crossings are a potential source of crashes and congestion, agencies should conduct engineering studies to determine the cost and benefits of eliminating these crossings.	
j.	School buses were observed travelling through all crossings except for Montgomery. FRA Inventory Forms shall be updated with this data.	City/CPUC/ JMA
k.	City reported there are 19 school districts in San Jose who determine their own school bus routes with no coordination or approval required from the City. City will reach out to the relevant school districts to: (1) Outreach for feedback on study as they are a Stakeholder; (2) Determine Educational or additional educational needs as it pertains to the Quiet Zone; and (3) Work with the school districts to determine if re-routing to avoid railroad at-grade crossings is possible	City
l.	Pursuant to CA MUTCD 8A.01.05a Site diagnostic meetings and CPUC authorizations are required for any railroad crossing improvements. Any developments or roadway improvements in the vicinity of the railroad crossings or improvements that have the potential to effect adjacent railroad crossings should be evaluated for their impacts to the railroad crossings under CA MUTCD 8A.01.05a and CPUC General Order 88B. City acknowledges new developments should be carefully evaluated to determine impacts under CA MUTCD 8A.01.05a and CPUC General Order 88B.	City

m.	The diagnostic team recommends the City's law enforcement to improve safety of the crossings by performing enforcement activities, including providing warnings to trespassers inappropriately using the UPRR ROW and monitor UPRR ROW to help keep trespassers off the UPRR ROW. The diagnostic team recognizes homelessness is a national issue. The issue is very evident in San Jose, not only on the rail corridor, but in creeks, highway ramps, overpasses, etc. City of San Jose is directing significant resources at housing and homelessness to address the issue. City and UPRR are in the midst of executing a Memorandum of Understanding (MOU) to allow City law enforcement to enter UPRR ROW. FRA noted that there has been significant clean-up of the corridor by UPRR forces. Currently, City law enforcement prioritizes traffic enforcement at locations with reported injuries and fatalities. City DOT can work with PD to target enforcement at rail crossings as well.	City
n.	FRA requested City personnel, including law enforcement to join the FRA Rail Crossing Safety Summit planned this summer for additional information and education about railroad crossing safety and trespass mitigation strategies	City
o.	From 2015 to 2020, UPRR documented the following incidents reported to its Response Management Communication Center: There have been 363 events through this proposed quiet zone, but the events have mainly been trespassing or illegal dumping. The peak period of reports are from 11 AM to 5 PM; there are not a lot of reports from 9 PM to 11 AM. Site specific information provided in further detail below.	UPRR
p.	UPRR doesn't have any plans to increase speed above 20 mph at this time.	
q.	UPRR doesn't have any plans to increase train volumes at this time, but shippers drive this aspect and conditions could always change in the future.	
r.	UPRR informed the diagnostic team that locomotive horns must be sounded when: -Employees are working on or near the track -Meeting or passing the head end or rear end of a train in the vicinity of a grade crossing -Notified that automatic warning devices are malfunctioning -Horn may be sounded to provide a warning to animals, vehicle operators, peds, trespassers or crews on other trains	
s.	Diagnostic team recommended everyone drive and walk all approaches to all crossings in the corridor.	

Definitions		
Full Pedestrian Treatments: Pedestrian gate with flashing lights (CPUC Standard No.8), emergency exit swing gate, detectable warning strip, and channelization RRTCD: Railroad traffic control devices. Diagnostic Team: Pursuant to CAMUTCD 8A.01.05a, the diagnostic team needs to include at a minimum, representatives of the highway agency or authority with jurisdiction over the roadway, the railroad with responsibility of the track and signals, and the California Public Utilities Commission with statutory authority over grade crossings.		
CPUC Standard Warning Devices: Per GO-75D • CPUC Standard No. 8: An automatic flashing light signal assembly which, by alternately flashing red lights facing each approach, provides a warning of an approaching train. A Crossbuck sign shall be installed on the mast. • CPUC Standard No. 8-A: A Standard 8 with additional flashing signals over the roadway on a cantilever arm. • Standard No. 9: An automatic gate arm used in combination with a Standard 8. The gate mechanism may be mounted on the Standard 8 mast or separately on an adjacent pedestal. The automatic gate shall be designed to fail in the down position. A Crossbuck sign shall be installed on the mast • Standard No. 9-A: A Standard 9 with additional flashing light signals over the roadway on a cantilever arm. • Standard No. 9-E: A Standard 9 installed on the departure side of the at-grade crossing (also known as an exit gate) in addition to the typical approach side of the at-grade crossing (also known as an entrance gate).		
2. General Comments: Standards		
a.	For the purposes of SSM credit, medians and median separators are measured from the gate arm locations.	
b.	Driveways and intersections within 100' of crossings are encouraged to be closed because of the risk that queues and vehicle conflicts on the tracks could coincide with a train approaching.	
c.	12" LED lights are the current MUTCD standard for railroad traffic control device flashing lights; many crossings still have 8" incandescent / flashing lights. For any crossings modified as part of the Quiet Zone, CPUC will require 8" heads be upgraded to 12" LED's UPRR noted that head upgrades cannot be accommodated on existing equipment and will trigger a replacement of the entire equipment.	UPRR
d.	Any new exit gates will require back flashers per CPUC requirements.	
e.	Channelize pedestrian to cross track at or as close to 90 degrees as possible	
f.	Detectable warning strips should be no closer than 12' from nearest rail And/or 2' in front of the RRTCD. The detectable warning should be placed across the entire width of the sidewalk. See CAMUTCD 8D.04.	

g.	UPRR is now requiring minimum 5'3" clearance from center of mast to face of curb in new designs	UPRR
h.	Provide double sided R15-8 signs upstream and downstream of the crossing along with detectable warning strips on sidewalk approaches to crossings. The R15-8 Look sign is the appropriate supplemental sign on sidewalk approaches. The W82-1(CA) sign is not appropriate since that is for LRT and has a picture of a trolley. Signs with images are beneficial for people who don't read or speak English. Members on the National Committee of Uniform Traffic Control Devices to address at next committee meeting.	
i.	Evaluate placement of all crossing stop bars, RXR markings, and W10 series signs to meet CAMUTCD standards, taking into consideration optimization for visibility and user legibility. Don't locate signs where they will block RRTCD. Likewise, for all other markings and signs including the addition of R8-8 (do not stop on tracks) and R8-10 sign (stop here when flashing). Current CAMUTCD standard for W10-1 signs is 36" diameter pursuant to CAMUTCD 2A.11/Table TC-4 Per CAMUTCD 8B.28, stop bars should be placed 8 feet in advance of the gate but no closer than 15 feet in advance of the nearest rail.	
j.	Per MUTCD 8B.28, stop bars should be placed 8ft in advance of the gate but no closer than 15ft in advance of the nearest rail.	
k.	Current MUTCD standard for W10-1 signs is 36" diameter.	
3. General Comments: All Crossings		
a.	FRA inventory report should reflect existing ADT. The City and JMA will collect new ADT plus add in projected development trips for all crossings, rerun the quiet zone calculator, and report back to the diagnostic team	JMA/City
b.	Paint or extend red curb limits on the approach and exit of each crossing to prevent parked vehicles from obstructing visibility of the warning devices.	City
c.	Ideally there wouldn't be any trees on the approaches to rail crossings because they can obstruct visibility of warning devices. Ensure that no new trees are planted on approaches for example as part of new developments. Also consider removal of existing trees on approaches where it would improve visibility and eliminate maintenance burden. Any trees that remain should be monitored and trimmed regularly to ensure that visibility of the warning devices is never compromised. FRA can require removal of trees where they feel they jeopardize safety and/or terminate a quiet zone for that reason.	City
d.	Due to maintenance needs, RRTCD shall be placed in a dirt/gravel patch rather than concrete.	City
e.	UPRR to share right-of way maps for all crossings. Right of way will be updated in the next rendition of the drawings.	UPRR

f.	Channelization elements along the back of side walks/sidewalks, such as fencing or vegetation, help channelize pedestrians towards pedestrian treatments; they can also help deter pedestrians from turning into the railroad corridor because of the limited space to enter. Note that tactile detectable warning strips should be minimum no closer than 12' from nearest rail track center line. And/or 2' in front of the RRTCD. The detectable warning should be placed across the entire width of the sidewalk. See CAMUTCD 8D.04.	
g.	UPRR prefers to eliminate cantilevers at locations not needed; not typical to have cantilever over 1 lane.	
h.	Traffic, queuing, closure, pedestrian, truck turning radius and other studies regarding traffic, pedestrian, multi-modal needs provide necessary information to the design of railroad intersections	City
i.	Provide edge of travel lane striping and centerline striping up to the edge of the crossing panels.	City
j.	Provide a signage and striping schedule sheet that all drawings may reference.	City
k.	Use of detectable warning surfaces/truncated domes should be place close enough to railroad bell so that a visibly-impaired user can hear the bell when they are standing at the dome.	
l.	UPRR proposes a maintenance project programmed at all 20 Warm Springs crossings in San Jose, in addition to crossings in Milipitas. At locations with existing asphalt crossing surfaces around the tracks, the asphalt will be replaced with concrete panels if all necessary permits are obtained in cooperation with the City. At locations with existing concrete panels, UPRR will shuffle the concrete panels within the crossing. UPRR's project would repave the asphalt 2 feet wide along the outside of the panels, but that will not resolve large grade changes in the roadway/sidewalk profile. Concrete panels will extend a minimum of 3 feet behind the back of sidewalk. City and UPRR are coordinating location of the back of walk. City to advise of any City plans to extend the back of walk into the railroad corridor, e.g. to accommodate pedestrian treatments, so that UPRR can put in the appropriate length of crossing surface with their project. UPRR advises that track resurfacing could raise tracks up to 2" higher than what it is today. The work is planned to be done this year. These improvements should be shown on the drawings. A GO88-B application is not required for the UPRR maintenance project.	UPRR/City
m.	Providing sight triangles at the crossings will help to determine visibility between pedestrians and trains in the rail corridor and RRTCD.	City
n.	Where pedestrian travel is allowed but there are no existing sidewalks, an ADA path should be provided. City policy to be updated to be in accordance with CA MUTCD 8A.01.05a. Currently City requires new development to install and upgrade sidewalks.	

o. The diagnostic team acknowledges benefits to the addition of traffic control devices in addition to RRTCD at certain intersections.	
p. Diagnostic team acknowledges new RRTCD have a longer gate keeper with a dimension of 3'3" from CL of gate mast to nearest obstruction. CAMUTCD Figure 8C-6. As such, there is now a minimum of 5'3" clearance from center of gate mast to face of curb.	
q. Illumination should be evaluated all crossings to make sure that approaches and crossing itself are all sufficiently illuminated for visibility per CAMUTCD 8A.05.	
r. Diagnostic team to determine design of any new exit gates and what would be required for pedestrian treatments	
s. Show all proposed developments on next rendition of the drawings with description of development and occupancy.	
t. There is a balance between planning improvements for future traffic and future train volumes versus the significant investment that improvements cost and the potential that future development may never come, or may not come for decades, and that those costs can be leveraged on those future developments rather than on public dollars that are spread thin across many city needs including homelessness. Everyone agrees that in an ideal world, the best safety improvements should be implemented at all crossings. However, with limited City resources and the relatively lower risk that this corridor poses with its low train volume and low train speed, the cost of improvements needs to be balanced with the incident risks.	
4. Horning St.	
a. General Comments:	
i. UPRR's Reported Incidents: • 1 Unsafe Motorist • 4 Vehicle on Track • 4 Broken Gate	
ii. City's Reported Accidents - Cited Violations: • 1 Improper turn • 2 Speeding • 1 Unsafe turn movement • 2 Failure to yield	

iii.	UPRR Pre-diagnostic Meeting Observations: • Vehicles turning onto Tenth Street from Horning St stop on the tracks before making the turn movement. • Observed several pedestrians using the area between the tracks to move from Tenth Street to Horning St • Cars parked in close proximity the railroad crossing	
iv.	City is open to considering vehicular closure of either Horning St. at 10 th St or Santa Ana Ave at 10 th St. Either option would need to be fully vetted with City staff and go through City Council process.	
v.	Suggest closing Santa Ana Ave and converting Horning Street into a one-way road. City staff generally prefer full closures over partial closures because partial closures do not fully prevent vehicles from illegally using the opening in both directions. One way westbound option: Right-Out-only out of Horning does not solve the problem of vehicles queueing over the tracks when they stop at the stop sign. May also result in motorists using Santa Ana Ave to travel eastbound over the tracks which will cause queueing onto the 10th St crossing. One Way eastbound option: May result in increased northbound traffic traveling over the 10th St crossing.	
vi.	If Horning St is closed without closing Santa Ana, more vehicles will use Santa Ana. Southbound vehicles waiting to turn left onto Santa Ana will likely cause queues over the tracks. Traffic study will address traffic flow and additional modifications to include median to channelize motorists.	
vii.	If Horning St remain open, evaluate reducing the width of Horning St at the crossing and its implications to trucks turning through the crossing.	
viii.	Road closures on the drawings are shown as bollards, but the City is open to other closure details. Diagnostic team agreed that road closure should be performed using a cul de sac or an impenetrable barrier.	
ix.	Train movement observed.	

x. UPRR will find out if its surface replacement project plans to eliminate the second track at this crossing if program proceeds as planned If UPRR removes the second track, design can incorporate additional modifications and can include extending the curb line on the east side of 10th St towards the remaining track to tighten up the railroad corridor. It also brings the sidewalk in closer and could facilitate a perpendicular pedestrian crossing across the tracks near the south side of Horning St with good visibility sight lines.	UPRR
xi. This crossing's flashers have 8" incandescent lights.	
a. NE Quad Comments:	
i. Diagnostic team recommends a pedestrian sidewalk barricade on the east side of the tracks to deter pedestrians from crossing the tracks on the north side of Horning St.	City
a. NW Quad Comments:	
i. Stopping at the existing stop sign on Horning Stat 10th Street puts vehicles in conflict with the Uniform Vehicle Code which prohibits vehicles from stopping on tracks. Closing the road would be an improvement for the crossing and in compliance with federal regulation (23 CFR 646.214(c)	
ii. The recycling center on east side of 10th Street north of this crossing generates pedestrian traffic. This was especially observed on Monday. There is no sidewalk on the east side of 10th St to the north of the crossing, so pedestrians use the bike lane. Some of the pedestrian traffic turns down Horning St, possibly to encampments down this street. City should investigate potential to reduce pedestrian traffic across the tracks.	
iii. Full sidewalk should be provided along the east side of N Tenth Street if pedestrians are allowed to cross the tracks at this quad CPUC Standard No. 8in the off quadrant will be required.	
iv. Existing sidewalk barrier is inadequate. As barriers shall be placed on each approach to a closed sidewalk.	
b. SW and SE Quad Comments:	
i. The vehicle gate arm might not meet the required length over the roadway. Consider a striped or vertical median on Horning Street in order to bridge the gap between the gate ends and meet compliance. Lowered horizontal gate is required to be within one foot of the median striping to comply with CPUC General Order 75-D. This is an immediate action.	City

ii. A northbound vehicle turning right onto Horning could cause a queue over the tracks at the 10 th St crossing if the crossings are activated, the motorist stops for a lowered vehicle gate arm at Horning and other vehicles queue up behind it back to the 10 th St crossing.	
5. N. 10th St	
a. General Comments:	
i. UPRR Reported Incidents: • 1 Unsafe Pedestrian • 5 Vehicle on Track • 18 Broken Gates	
ii. City Accident Report - Cited Violations: • 1 Improper turn • 11 Speeding • 2 Unsafe turn movement • 4 Failure to yield • 1 Unsafe Lane Change • 2 Vehicles going wrong way	
iii. UPRR Pre-diagnostic Meeting Observations: • SB queueing onto the Tenth St railroad crossing from the intersection of Tenth St and Hedding St • Observed SB vehicles stopping on the tracks to make a left turn onto Santa Ana Ave • Observed NB vehicles stop on tracks to make a left turn into commercial driveway on the west side of the street.	
iv. Median separators are proposed on both sides of the crossing.	
v. Recommended practice per AREMA Part 3.1.1 / D.2.vi is to provide one set of flashers for each lane of vehicle travel to provide visibility for each approaching lane under all traffic conditions.	
vi. 10 th St crossing railroad signals and Horning St crossing railroad signals are controlled by the Horning St crossing signal bungalow. Circuitry changes will be required if Horning is closed.	
vii. This crossing's flashers have 8" incandescent lights	
viii. Diagnostic team discussed observed queuing. UPRR to provide video of observed queuing to the diagnostic team. See general observations above.	UPRR
b. SE Quad Comments:	

i.	Replace R10-6 sign (stop here on red) with R8-10 sign (stop here when flashing) in line with railroad traffic control device – i.e. flashing lights. This is an immediate action.	City
ii.	Eliminate southbound left turn access into Santa Ana e.g. with closure or median separators. Diagnostic team to review alternative designs if closure or median separators are not implemented.	City
iii.	Replace W10-12 sign (skewed tracks crossing road), should be yellow, not orange. Refer to CAMUTCD TC-4 for placement.	City
iv.	Diagnostic team to consider traffic study for installation of traffic signal and other design elements to address traffic flow, queuing and other vehicle code violations by motoring public.	City
v.	Visibility of the existing flashers facing northbound 10 th St is obstructed by the PG&E pole. Replacing the Standard 9 with a cantilever (No. 9A) would address this. Alternatively, a queue cutter signal instead of a cantilever might be preferable; it would provide visibility and prevent northbound queues over the tracks. Diagnostic team to incorporate traffic study for final crossing configuration.	
vi.	Remove RXR marking downstream of the crossing gate on northbound N Tenth Street.	City
vii.	Add W10-4R sign on Santa Ana Ave. This is an immediate action.	City
viii.	Consider a CPUC Standard No. 8 on this since the track skew makes this a long crossing to cross, especially for a pedestrian or bicyclist; the CPUC Standard No. 8, downstream of proposed CPUC Standard No. 9 would provide additional warning to a pedestrian or bicyclist that has already passed the first railroad traffic control device prior to crossing activation	
c.	SW Quad	
i.	Diagnostic team recommended a dedicated southbound left turn lane at 10 th /Hedding signal if it would alleviate queuing back to tracks. Traffic study to provide additional information regarding ultimate design and configuration of crossing to address queues over the tracks.	
d.	NE Quad Comments:	
i.	A northbound vehicle turning right onto Horning from 10 th Street could cause a queue over the tracks at 10 th Street upon crossing activation.	
e.	NW Quad Comments:	

i.	Diagnostic team observed unsafe truck maneuver turning left out of the commercial driveway on the NW quadrant onto northbound 10 th . City can install a “Right Turn only” sign for the driveway exit, outreach to the property so that they are aware, and coordinate with SJPd for enforcement as needed. Driveway should not be located downstream of RRTCD.	
ii.	Diagnostic team recommended relocating the commercial driveway to the north side of the vehicle gate (upstream of RRTCD). Driveway is currently located in the center of the crossing and does not have any automatic warning devices.	City
iii.	If commercial driveway at northwest quad cannot be located upstream of the vehicle gate, consider a CPUC No. 8 downstream of the driveway to serve the driveway	UPRR/City
iv.	Relocate railroad traffic control device closer to the tracks and ensure there is sufficient clearance between counterweight and private fencing.	City
6. Hedding St.		
a.	General Comments:	
i.	UPRR Reported Incidents:: • 2 unsafe motorists • 2 unsafe pedestrians • 3 cars on tracks • 3 broken crossing gates. ii. UP observation: iii. Eastbound Queuing PM iv. Westbound Queuing AM	
v.	City Accident Report - Cited Violations: • 9 Speeding • 3 Run red light • 1 Unsafe lane change • 1 Failure to yield • 1 Unsafe turn movement	

vi.	UPRR Pre-diagnostic Meeting Observations: • Eastbound Queuing PM • Westbound Queuing AM • Pedestrians observed using the sidewalks on both sides of the railroad crossing. • Road lanes at this intersection were reduced to one through lane and the addition of a bike lane without CPUC approval or UPRR coordination. • Vehicles observed prematurely using the center lane prior to the start of the dedicated left turn lane at Tenth St and Hedding St	
vii.	Diagnostic team recommended evaluation of traffic signal operation with railroad activation including evaluation of preemption timing, new configuration and design vehicle elements	City
viii.	RRTCD should be moved closer to the tracks to provide more vehicle storage space outside of the track area and reduce preemption timing which will reduce the potential for queuing on the tracks.	City
ix.	The adjacent traffic signal has simultaneous preemption. Advanced preemption would help address queuing issues over tracks and reduce the potential for gate breaks. Advanced preemption would require a new bungalow and other improvements. Preemption calculation should be re-run to determine whether advance preemption would benefit crossing.	
x.	Hedding street was previously a two-lane road in each direction but a few years ago one vehicle lane in each direction was converted into a bicycle lane. This was done without going through the GO-88B process and not approved by the CPUC nor coordinated with UPRR.	
xi.	Consider converting Hedding back to 2-vehicle lanes in each direction in order to alleviate queuing over the tracks.	
xii.	Diagnostic team discussed the possibility of treating pedestrian sidewalk on the south side and not treating the pedestrian on the north side. Pedestrian treatments should be placed and operated in a uniform and consistent manner.	
xiii.	Consider a sidewalk closure on the north side of Hedding including R8-8 sign. If the City doesn't plan to close the sidewalk on the north side of Hedding, then at a minimum, an ADA path should be provided across the tracks, detectable warning strips, and R15-8 signs. Sidewalk width may need to be expanded at the back of the counterweight for the vehicle crossing gate for ADA clearance.	

xiv.	UPRR sent the interconnect assessment report prepared by CTC in January 2013 to the diagnostic team prior to the on-site meeting. The Diagnostic Team discussed that there are outstanding recommendations including increasing track clearance green time from 8 seconds to 28 seconds. When assessed by CTC in 2013, the road configuration was not modified as is shown today. City Traffic Engineer and UP Consultant to review the CTC report, current configuration, track clearance green time and preemption calculations. This is an immediate action item.	
b.	NW Quad Comments:	
i.	Pedestrians were observed walking on both sides of Hedding by Diagnostic Team.	
c.	NE Quad Comments:	
i.	Diagnostic team recommended adding a R8-8 sign (Do Not Stop On Tracks).	City
ii.	RXR marking in the westbound right turning lane for 10 th St. on Hedding east of the traffic signalized intersection should be removed.	City
iii.	Relocate the driveway away from the crossing if possible.	City
d.	SE Quad Comments:	
i.	Drivers observed driving down the bike lane on the right side of the through/right turn lane.	
e.	SW Quad Comments:	
i.	Motorist were observed by the diagnostic team driving in the center lane across the tracks. TWLTL are not allowed on crossing approaches per CAMUTCD.	
i.	Add R8-8 (Do Not Stop On Tracks) sign. to be placed in a location where it is not blocking the flashing lights and is most visible to the motorist stopped at the stop bar.	
ii.	Remove crossing stop bar from center lane and apply hatched median area. This is an immediate action item.	City
iii.	Evaluate length of left turn queueing onto N 10 th Street.	City
iv.	Look into an alternative where the RRTCD remain in place and the corners of the intersection are bulbed out.	City
7. E. Taylor		
a.	General Comments:	

i. UPRR Incident Report:	
• 4 Vehicle on track • 1 Broken Gate	
ii. City Accident Report - Cited Violations:	
• 2 Failure to Yield • 3 Speeding	
iii. UPRR Pre-diagnostic Meeting Observations:	
• Queueing observed in AM and PM from 7th Street intersection	
iv. The driveways on the west side of the crossing are emergency only access. The driveways on the east side of the crossing probably cannot be relocated from the City's perspective.	
v. Full pedestrian treatment and CPUC Standard No. 9E are proposed at this crossing.	
vi. During the field meeting, the south leg of 7 th /Taylor was closed. The westbound left turn pocket at the signal was closed. AM and PM Peak hour queueing over the tracks was observed. Evaluate queueing over tracks. Consider traffic signal preemption to reduce queueing over the tracks, see CAMUTCD 8C.09.05. This is an immediate action item.	City
vii. Consider bulbing out the curb line on both sides of the street and moving the RRTCD closer to the roadway to improve visibility. Would allow additional space to install complete pedestrian treatments.	
viii. New equipment should include provisions for existing driveways, e.g. flashers facing those driveways	
ix. This crossing's flashers have 8" incandescent lights	
b. NW Quad Comments:	
i. Paint curb red through the driveway.	City
ii. Current RRTCD have 8" flashers and must be replaced with 12" LED as part of any upgrades at this crossing. New CPUC Standard No. 9-E may be placed parallel to the track. Diagnostic team to evaluate.	
c. SW Quad Comments:	
i. W10-1 sign should be relocated adjacent to the RXR marking.	City
ii. Trim or remove trees along Taylor Street to make RRTCD visible. Evaluate full bloom condition.	City

iii.	If design iteration provides a plan where this quadrant is bulbed out the CPUC Standard No. 9-A may become a CPUC Standard No. 9 and be placed parallel to the tracks to mirror device in NW quadrant. Diagnostic Team to evaluate.	
d.	SE Quad Comments:	
i.	Proposed CPUC Standard No. 9-E may be placed parallel to the track Gate arms are required to be within 2 feet of each other when lowered. Gates parallel to the tracks allows warning devices to be placed closer to the tracks as well.	
ii.	Bushes should be trimmed in this quadrant to increase visibility of the RRTCD.	City
iii.	Railroad signal box, where replaced, will be larger than the existing. Approximate dimension is 8'x8'. The new signal box for this crossing would probably be installed in the NW quad and fenced off.	UPRR
iv.	Consider limiting driveway exit to right turn out only.	
e.	NE Quad Comments:	
i.	If the sidewalk is bulbed out, evaluate vehicular turning radius from adjacent driveway to ensure equipment is not hit by vehicles.	City
ii.	City to determine if driveway is entrance only, the diagnostic team observed vehicles using it as an exit. The diagnostic team recommended this driveway be used as entrance only.	
iii.	If design iteration provides a plan where this quadrant is bulbed out the CPUC Standard No. 9-A may become a CPUC Standard No. 9 and be placed parallel to the tracks to mirror device in SE quadrant. Diagnostic team to evaluate.	
iv.	Railroad stop bar for the RRTCD is in an incorrect location. The diagnostic team recommended that it be moved in accordance with CAMUTCD, 8ft from nearest railroad traffic control device.	City
8. Jackson/7th		
a.	General Comments:	
i.	UPRR Incident Report: 1 Unsafe motorist maneuver 1 Vehicle on track 1 Broken gate	
ii.	City Accident Report - Cited Violations: 2 Failure to yield 1 Unsafe turn movement	

iii.	UPRR Pre-diagnostic Meeting Observations - Heavy pedestrian traffic through this intersection headed NB - Vehicles stop twice while traveling NB on 7th St, first at the stop bar near the railroad traffic control device and second at the stop sign while they are on the tracks.	
iv.	Approved development under construction at NE quadrant. Show development on the next rendition of the drawings.	
v.	The diagnostic team agreed that the sidewalk bulb out geometric layout option is appealing because it separates 7 th St and Jackson St into two distinct railroad crossings and avoids pedestrians crossing the tracks within the intersection.	
vi.	Diagnostic Team agrees that the bulb out design needs to include sufficient space for RRTCD and pedestrian treatments. Placement to be determined in subsequent design iterations.	
vii.	For the bulb out design, the pedestrian crossing may become its own crossing depending on its location relative to the other two crossings. While it may have it's own railroad warning devices, the CPUC would consider the crossing as a sidewalk of 1 of the existing crossings and not a new crossing.	
viii.	With the new bulb out design, consider eliminating the southbound CPUC Standard No. 8a on 7 th St and relocating the eastbound gate on Jackson St downstream closer to the tracks. Crossing layout to be determined in subsequent design iterations.	
ix.	Pedestrian moves through these two crossings must be analyzed thoroughly to determine best method for channelizing pedestrian across the tracks.	
x.	Diagnostic Team recommend the intersection of Jackson and N. Seventh Street be signalized and interconnected with RRTCD and circuitry. Also consider a pre-signal on northbound 7 th with a clearance green to keep vehicles off track and allow them to clear the intersection. Crossing layout to be determined in subsequent design iterations.	
xi.	Consider a pedestrian scramble at the intersection. Alternatively, the bulb out design does not require pedestrians to cross any tracks within the intersection. This design iteration would require a fully signalized intersection interconnected with RRTCD and circuitry.	
xii.	A midblock pedestrian crossing should include pedestrian devices and be interconnected with railroad signals. Crossing layout to be determined in subsequent design iterations.	
xiii.	This crossing's flashers are 8" incandescent.	
b.	Jackson NE and NW Quad Comments:	

i.	Show existing driveway in this quadrant on the plans. Find out what this driveway is used for and determine if it can be closed.	City
ii.	Trees don't pose visibility issues currently since there are no leaves; however, in full bloom, they may obstruct visibility of the crossing warning devices and must be maintained.	
iii.	City can lower signs and trim bottom of trees to provide better visibility of the signs and RRTCD.	
iv.	W10-1 sign should be relocated next to or closer to the RXR marking in a location where it will be visible.	City
v.	Flashers located on the CPUC Standard No. 9 are offset into the sidewalk, probably to avoid being blocked by the adjacent stop sign. Stop sign location should be evaluated and flashers should be positioned closer to the roadway for better visibility. Crossing layout to be determined in subsequent design iterations.	
vi.	Westbound vehicles roll over the stop bar or stop over the tracks in order to see cross traffic on N. 7 th Street.	
c.	Jackson SW Quad Comments:	
i.	Consider limiting the driveway servicing the apartment community in this corner be a right in and left out only.	City
ii.	Crossing gate must be relocated if the sidewalk is bulbed out.	
iii.	Proposed median separators in this quadrant should be removed in order to allow driveway vehicles to turn left out (away from the crossing) instead of forcing them to turn right (into the crossing)	City
iv.	Consider supplementary devices for the driveway.	City
d.	Jackson SE Quad Comments:	
i.	With the new bulb out design, there is potential for a northbound vehicle turning right onto Jackson to be stopped at a down gate arm (if it's relocated to this location) and cause following vehicles to queue on the tracks at 7 th St. A traffic signal with a pre-signal on 7 th would help address this issue. Crossing layout to be determined in subsequent design iterations.	City
ii.	Diagnostic Team needs to see proposed pedestrian treatments on top of the geometric layout with the bulb outs in order to provide better feedback. Crossing layout to be determined in subsequent design iterations.	City
e.	7 th SE Quad Comments:	
i.	Crossing stop bar should be 8 feet upstream of the gate arm. Check distance.	

ii.	Relocate W10-1 sign closer to RXR marking. Reference Sec. 2. General Comments for all Crossings. Immediate Action.	City
iii.	Extend red striping on curb in this quadrant.	City
iv.	Pre-signal may be placed downstream of tracks or upstream of tracks but will require a stop bar at least 40' upstream of the pre-signal indications. Crossing layout to be determined in subsequent design iterations.	
v.	Consider "Keep Clear" markings to help keep vehicles from queueing over tracks.	City
f.	7 th NW Quad Comments:	
i.	If this crossing is modified and a larger signal house becomes required, it may be relocated to this quadrant.	UPRR
ii.	Evaluate truck turns with the proposed bulb out design.	
iii.	Evaluate eliminating the sidewalk along southbound N. 7 th Street to limit number of locations that pedestrians cross the tracks within vicinity of this crossing.	City
iv.	Remove Antique "no left turn" blank out sign.	
g.	7 th SW Quad Comments:	
i.	Full pedestrian channelization should start right at the end of the development fencing.	City
ii.	Provide full pedestrian treatment on both sides of the track.	City
9. N 6th and Empire		
a.	General Comments:	
i.	UPRR Incident Report includes: • 1 unsafe motorist maneuver • 1 illegal u-turn • 2 unsafe motorists • 3 Broken gates	
ii.	City Accident Report - Cited Violations: • 2 Failure to yield • 1 Failure to stop • 2 Unsafe turn movement	
iii.	UPRR Pre-Diagnostic Meeting Observations: • Several vehicles failed to stop • Several vehicles made U-turns in this intersection • Pedestrians including Parents and children headed northbound	

iv.	Stop bars on all legs are set back far from the intersection due to the locations of the vehicle gates. Vehicles creep over the tracks and into the intersection to see cross traffic. A traffic signal would address this issue. The diagnostic team recommends a fully signalized intersection interconnected with RRTCD and circuitry.	
v.	The diagnostic team agreed that it would be beneficial to see a geometric layout prepared for this intersection with a bulb out design like that prepared for 7 th /Jackson. City staff are working on this. Crossing layout to be determined in subsequent design iterations.	
vi.	Evaluate channelizing the pedestrian so they are more inclined to follow safe paths for crossing the roadway and tracks.	
vii.	The tracks run through the middle of the south leg crosswalk. The problem with this is that there are no pedestrian treatments or warning devices such as gates or signage close to the tracks to guide the pedestrian to a place of safety when the railroad crossing is activated. Consider signalizing this intersection and crossing. Signalization would be coordinated with the railroad so that pedestrians are not given the walk signal when a train is approaching.	
viii.	Existing RRTCD have 12" incandescent flashers.	
ix.	There is a community center on the southeast corner of the intersection. Diagnostic team observed that this center generates pedestrians from the surrounding neighborhood.	
b.	NE Quad Comments:	
i.	Bulbouts would help provide more space for pedestrian treatments; otherwise expanding sidewalk into railroad corridor may be needed to fit in pedestrian treatments. Crossing layout to be determined in subsequent design iterations.	City
ii.	If the curb line is bulbed out into the roadway, railroad traffic control device can be located closer to the roadway for better visibility. Crossing layout to be determined in subsequent design iterations.	City
c.	NW Quad Comments:	
i.	For the proposed design, the crosswalk on the north leg of 6 th St needs to be shifted further north in order to provide enough space for a pedestrian landing in between the ADA ramp and the pedestrian crossing gates. Crossing layout to be determined in subsequent design iterations.	City
ii.	Full pedestrian treatment proposed on both sides of the tracks.	
iii.	Additional ROW may be required for the proposed pedestrian treatments to cross pedestrians at a 90-degree angle.	

iv.	Look into increasing visibility of approaching trains for southbound N. 6 th Street.	City
d.	SW Quad Comments:	
i.	The stop sign for EB traffic on Empire St is obscuring the flashers located on the railroad traffic control device and needs to be relocated. This is an immediate action.	
ii.	On the west leg of Empire St, relocate W10-1 closer to RXR marking.	
iii.	If proposed crosswalk removal south of Empire is implemented it may be an issue. A pedestrian study should be prepared.	
iv.	If the crosswalk remains, then the intersection should be signalized. The diagnostic team recommends a fully signalized intersection interconnected with RRTCD and circuitry so that pedestrians are not given the walk signal when a train is approaching.	
v.	Full pedestrian treatment proposed on both sides of the tracks. It was noted to try and channelize pedestrians to cross tracks close to 90 degrees	
vi.	Visibility concern from corner house landscaping (236 Empire St), need to maintain vegetation.	City
e.	SE Quad Comments:	
i.	Evaluate truck turns for this crossing if the sidewalk is bulbed out. The diagnostic team recommends a fully signalized intersection interconnected with RRTCD and circuitry so that pedestrians are not given the walk signal when a train is approaching.	City
ii.	There is a handicap parking space on the east side of 6 th Street where a VTA paratransit shuttle was observed doing drop off or pick up in front of the community center. Check on the types of vehicles that use this curb space and consider relocation if e.g. tall buses obstruct visibility of the downstream warning devices.	
10. N 5th		
a.	General Comments:	
i.	UPRR Incident Report includes: 1 Vehicle on tracks	
ii.	City accidents report includes no accidents for this crossing.	
iii.	UPRR Pre-Diagnostic Meeting Observations: U-turns observed on the south side of the tracks; potentially fouling the track area.	
iv.	UPRR incident report reflects that a train had to stop to prevent striking a parked car at this crossing.	

v.	There is one residential unit on the east side of 5 th Street and one residential unit on the west side of 5 th Street, each of which crosses through the crossing (downstream of the vehicle gate) in order to access their respective driveways. To date, City has not been able to identify any records for these properties that would indicate whether these driveway locations were legally permitted by the City. There are no other feasible driveway locations for these properties. There is a pair of flashers aimed at each of these driveways.	
vi.	UPRR will research respective ROW maps to determine if any of the properties that are using the crossing for driveway access are encroaching on to UPRR private ROW versus the public right of way that UPRR shares with the City (roadway, sidewalk).	
vii.	The City to investigate whether these properties' driveways can be closed to vehicle access to eliminate the risk of a vehicle driving onto the tracks when a train is crossing. The City to also find out where the residents place trash bins and ensure that it is as far away from the crossing as possible to reduce the risk that a garbage pick-up vehicle is on the crossing or is blocking visibility of warning devices when a train is approaching.	
viii.	Existing flashers are all 12" LEDs.	
ix.	On the north leg of 5 th St, there is a short section of median island on the north side of the tracks followed by a 50-foot long gap before the median starts again. On the south side of the crossing, there is approximately 75 feet between the rail and the median island nose. The gaps may be provided to allow drivers from nearby residences to U-turn., Allowing drivers to U-turn ahead of the crossing could be beneficial in that it doesn't force more vehicles to cross the tracks unnecessarily. Although it increases the risk of a vehicle-vehicle conflict, e.g. a u-turning vehicle could crash with a through vehicle in the opposite lane. Extending the medians to eliminate the gaps would reduce the risk of these incidents but would force more vehicles in the direction across the tracks. Closing the median gap may also unintentionally result in more vehicles using the gap in the median at the track crossing to illegally u-turn over the tracks, which does not eliminate risk of vehicle-vehicle incident and increases the risk of vehicle-train incident. The Diagnostic team recommends providing new gaps in the medians farther away from the crossing could provide a safe alternative location for drivers to u-turn rather than at the tracks. Two uber pick-ups were observed parking in this median area to pick up scheduled passengers.	
x.	This crossing would not qualify as an SSM in its existing condition due to the gaps in the median islands, the median islands not meeting the minimum 6" height requirement, and commercial driveways within 60' of vehicle crossing gate.	

xi.	Add R8-8 "Do Not Stop On Tracks" sign in median together with UPRR crossing surface improvement work	UPRR/City
b.	NW Quad Comments (southbound approach on west side of 5 th St):	
i.	Relocate RXR marking and W10-1 sign closer to the crossing.	City
ii.	Detectable warning strip should be close enough to railroad bell so that a visibly-impaired user can hear the bell when they are standing at the dome. Add R15-8 "Look" sign in with truncated domes.	City
iii.	The back of a commercial property also fronts the crossing here. The back of the property is fenced and gated off. While the property has a main access driveway on a parallel street (4 th St), it is suspected that the property sometimes uses the railroad crossing here for access. UPRR will verify the right of way and reach out to the property about their illegal use of the tracks. UPRR may consider extending their fence line to the back of walk to prevent this vehicular movement.	UPRR/ City
c.	SW Quad Comments:	
i.	Recommend double-sided R15-8 "Look" sign upstream and downstream of the crossing with CPUC Standard No. 8 flasher in addition to detectable warning strip to provide warning to pedestrians. This would benefit a pedestrian traveling southbound in the sidewalk that already passed the vehicle gate and flashers before the crossing is activated in addition to mitigating impaired sightlines for northbound pedestrians.	City
d.	SE Quad Comments:	
i.	Relocate W10-1 and RXR marking closer to the crossing.	City
ii.	Add R8-8 "Do Not Stop On Tracks" sign in median.	City
iii.	Detectable warning strip should be place close enough to railroad bell so that a visibly impaired user can hear the bell when they are standing at the dome. Add R15-8 "Look" sign with truncated domes.	City
iv.	UPRR will evaluate if driveway access of 452 5 th Street is within the UPRR ROW.	UPRR
v.	The vehicle gate arm may not meet the required length over the roadway. Consider a striped or vertical median on Horning Street in order to bridge the gap between the gate ends and meet compliance. This is an immediate action item.	
e.	NE Quad Comments:	

i.	Recommend double-sided R15-8 “Look” sign upstream and downstream of the crossing with CPUC Standard No. 8 in addition to detectable warning strip to provide warning to pedestrians. This would benefit a pedestrian traveling northbound in the sidewalk that passes the vehicle gate and flashers before the crossing is activated.	
11. N 4th		
a.	General Comments:	
i.	UPRR Incident Report: • 3 vehicle collisions non-train related • 2 gate breaks	
ii.	City Accident Report - Cited Violations: • 1 Driving on sidewalk • 1 Unsafe lane change • 2 Speeding	
iii.	UPRR Pre-diagnostic Meeting Observations • Observed vehicle northbound on 4th street turn in between the medians and across the tracks to get into the Emmanuel House driveway. • High levels of pedestrian movement through this crossing to get to the Emmanuel House	
iv.	Add R8-8 “Do Not Stop On Tracks” sign in median. City can coordinate with UPRR to have them install this in their ROW while they perform the crossing surface improvement work	UPRR/City
v.	It was measured that the existing median is father than 10’ from CL of track. Diagnostic team recommend additional median separators.	
b.	NW Quad Comments:	
i.	W10-1 sign is not per standard. It should be 36” in diameter.	City
ii.	City to reach out to the Emmanuel House on legal and safe turning movements out of their driveway. In the field visit, a driver was observed to drive from their driveway, along the sidewalk, and from the tracks into the roadway. This is illegal and unsafe. They should have exited from the driveway cut upstream of the vehicle gate. Adding pedestrian channelization at the back of walk will also help restrict vehicles from driving along the sidewalk into the rail crossing. Diagnostic Team determined this driveway should operate as a right in and right out.	City

iii.	Diagnostic team recommends median striping up to the edge of the concrete panels in order to discourage vehicles from turning through the median gap at the rail crossing. Consider reflective markers on top of the striping as well.	City
iv.	Diagnostic team recommend adding bells on top of the CPUC Standard No. 8's in the medians for additional audible warnings, e.g. to school bus drivers.	
v.	Diagnostic team recommends double sided R15-8 "Look" sign upstream and downstream of the crossing with CPUC Standard No. 8 in the off quadrant.	City
vi.	Diagnostic team recommends R8-8 "Do not stop on tracks" signs in medians.	
c.	SE Quad Comments:	
i.	City is open to consider a vehicular closure on the east leg at Washington and 4 th but would maintain the pedestrian crosswalks.	
ii.	Recommend tree trimming in front of railroad signal.	City
iii.	W10-4R required on W. Washington Street. This is an Immediate action item.	City
iv.	City to investigate queueing potential due to pedestrian crosswalk.	
v.	UPRR will investigate car parking adjacent to the track in this quadrant. Parking area appears to encroach on UPRR's ROW and is not a safe place to park because the vehicle must enter and exit the roadway using the tracks (downstream of the vehicle gate).	UPRR
d.	NE Quad Comments:	
i.	Diagnostic team recommends double sided R15-8 "Look" sign upstream and downstream of the crossing and detectable warning strip.	City
ii.	Diagnostic team recommend CPUC Standard No. 8 flasher in the off quadrant.	City
iii.	Suggest considering "Keep Clear" markings upstream and downstream of the crossing.	City
12. N 3rd		
a.	General comments:	
i.	UPRR Incident Report includes no incident reports for this crossing.	
ii.	City accidents report includes no accidents for this crossing.	
iii.	UPRR Pre-Diagnostic Meeting Observations: High pedestrian traffic to Emmanuel House and to nearby apartment complex	

iv. Add bells to CPUC Standard No. 8's in the medians.	City
v. Full pedestrian treatment will not fit in the right of way. Consider CPUC No. 8 flasher, R15-8 "look" sign and truncated domes at all quadrants.	
b. SE Quad Comments:	
i. Full pedestrian treatment will likely not fit in the ROW. Diagnostic team recommends a CPUC Standard No. 8 double sided R15-8 upstream and downstream of the crossing and detectable warning strip.	
c. NE Quad Comments:	
i. Increase length of median past driveways adjacent to the crossing in order to force right in and right out.	City
d. NW Quad Comments:	
i. City is working with parcel management company to: - consider converting the existing driveway to right-in only or adding sign for no left turn out of the driveway. - trim or remove the vegetation for the purpose of improving line of sight between pedestrians and the rail corridor.	City
ii. Full pedestrian treatment will likely not fit in the ROW. Diagnostic team recommends a CPUC Standard No. 8 double sided R15-8 upstream and downstream of the crossing and detectable warning strip.	
e. SW Quad Comments:	
i. Diagnostic team recommends adding pipe gate per UP Standard Drawing number 0076B along back of walk to channelize pedestrians towards the sidewalk and discourage trespassing onto the rail corridor.	City
13. N 2nd	
a. General Comments:	
i. UPRR Incident Report include no incidents for this crossing.	
ii. City accidents report includes no accidents for this crossing.	
iii. UPRR Pre-Diagnostic Meeting Observations: • Pedestrian traffic to nearby apartment complexes and across ROW to 1st and 3rd St. • Parking observed in close proximity to crossing	
iv. Existing flashers are 12" LED	

v.	Due to the density of the crossings, the distance between 2 nd St and 3 rd St, and between 2 nd St and 1 st St is relatively short and line of sight between adjacent streets is fairly clear along the railroad corridor. The diagnostic team observed at least two individuals trespassing along this corridor to get to an adjacent street. At least two pedestrians were observed to do this while the team was at this crossing. Pedestrian treatments such as channelization at the back of walk influences correct pedestrian behavior and reduces trespassing. Public agencies have purchased right of way, obtained easements and/or licenses for trails parallel to the track for pedestrians in California (e.g., Los Gatos, SMART). It was acknowledged that UPRR does not allow trails parallel to the track on Railroad right of way.	
vi.	Median separators and full pedestrian treatment are proposed at this crossing.	
b.	SE Quad Comments:	
i.	Relocate RXR marking and W10-1 closer to the crossing, just north of Bassett St; otherwise Bassett St will need its own signage (W10-4L). W10-1 sign is too small and should be replaced with a 36" sign per CAMUTCD.	City
ii.	The City to also find out where the residents place trash bins and ensure that it is as far away from the crossing as possible to reduce the risk that a garbage pick-up vehicle is on the crossing or is blocking visibility of warning devices when a train is approaching. This is an immediate action item.	City
iii.	Extend the median separators past the driveway and show driveway in this quadrant to force a right in and right out. Work with property management to consider converting the driveway in this quadrant as right in and right out.	City
iv.	Add no trespassing signs on proposed fencing along back of sidewalk.	UPRR
v.	Proposed Full pedestrian treatment would be difficult to fit in the existing ROW unless the curb line is bulbed out. Crossing layout to be determined in subsequent design iterations.	
vi.	Evidence of a sag in the track alignment observed.	
c.	NE Quad Comments:	
i.	Extend red curb at this quadrant.	City
ii.	Full pedestrian treatment proposed at this crossing.	
d.	NW Quad Comments:	
i.	Relocate RXR marking and W10-1 sign closer to the crossing.	City

ii.	Proposed Full pedestrian treatment would be difficult to fit in the existing ROW unless the sidewalk is bulbed out and cantilever is replaced with a vehicle gate closer to the roadway. Crossing layout to be determined in subsequent design iterations.	City
e.	SW Quad Comments:	
i.	Full ped treatment could potentially fit in existing sidewalk. Crossing layout to be determined in subsequent design iterations.	
14. N 1st		
a.	General Comments	
i.	UPRR Incident Report include: 1 Vehicle on track	
ii.	City accidents report includes no accidents for this crossing.	
iii.	UPRR Pre-Diagnostic Meeting Observations: - Limited visibility for drivers "No Pedestrian Crosswalk" sign on east side of crossing needs to be replaced. This is an immediate action item.	
iv.	Add single yellow median lines up to edge of concrete panels along both road lanes to discourage drivers from left-turning into the rail corridor.	
v.	City could potentially provide roadway signs (R5-1) to UPRR to install during track resurfacing project with instructions on where to install signs. This would avoid City having to go through UPRR right of entry process at this crossing.	
vi.	Truncated domes proposed at this crossing. Add R15-8 "Look "signs with the truncated domes for pedestrian treatment.	
b.	SE Quad Comments:	
i.	Concrete barriers along centerline would qualify as SSM "gates with medians".	
ii.	Add R5-1 "Do not enter" sign facing perpendicular to the road and fix R9-3 and R9-3bP sign (No Ped Crossing, Use Crosswalk).	City
iii.	Add detectable warning strip and double sided R15-8 sign placed upstream and downstream of the crossing for pedestrian treatment.	
iv.	Consider bulbing out back of walk into rail corridor to provide more space for pedestrian sidewalk across the track. Crossing layout to be determined in subsequent design iterations.	UPRR/City
v.	Add supplemental R15-1 signs along left hand side of the roadway.	
c.	NE Quad Comments:	

i.	Install detectable warning strip and double sided R15-8 on light pole.	City
d.	NW Quad Comments:	
i.	Relocate light pole obstructing visibility to railroad signal or replace vehicle gate with cantilever.	City
ii.	Supplement crossing with R15-1 on the left side of the road.	
iii.	Relocate W10-1 sign and RXR marking closer to the crossing.	City
iv.	Evaluate trees and visibility. Also consider potential for tree growth to extend into the catenary system in the VTA tunnel below this crossing; Concern with leaning tree.	City
v.	Consider bulbing out back of walk into rail corridor to provide more space for pedestrian sidewalk across the track. Crossing layout to be determined in subsequent design iterations.	City
vi.	Add "Do not enter" (R5-1) sign facing perpendicular to the road and supplemental Crossbuck R15-1 "Railroad Crossing". Add R49 (No Ped Crossing, Use Crosswalk) sign along lefthand side of the roadway.	City
vii.	Evaluate traffic queue due to pedestrian crossing downstream of the rail crossing	
viii.	Evaluate adjacent building emergency egress path and need for channelization to prevent people from spilling directly into the railroad corridor.	City
e.	SW Quad Comments:	
i.	UPRR will only install concrete panels along the roadway limits. No concrete panels on the bridge over VTA would be installed as a continuous surface would potentially promote use of the bridge as a u-turn area.	
ii.	Move existing R5-1 sign further to the left along the UPRR track.	City
15. Autumn Parkway		
a.	General Comments:	
i.	UPRR Incident Report include: 1 Unsafe motorist 1 Vehicle on track	
ii.	City accidents report includes no accidents for this crossing.	

iii.	UPRR Pre-Diagnostic Meeting Observations: - Two U-turns made over the tracks and through the median. One by a FedEx truck and one by a regular vehicle. - Pedestrians, and observed crossing from the west side of the crossing over to the east side through the median area of the railroad crossing to get to the San Jose Market center. - Pedestrians are using UPRR ROW to access the East Guadalupe River Trail	
iv.	City has performed a traffic study for Autumn with new development and will provide the report to the diagnostic team for review.	City
v.	City will provide new development plans for K&W to the diagnostic team for review.	City
vi.	Proposed development will be overlaid on improvement drawings with description of the development and occupancy levels.	
vii.	Diagnostic team recommends full pedestrian treatment.	
viii.	No SSM credits can be obtained at this crossing because of the driveway within 60' of the crossing gates.	
b.	NW Quad Comments:	
i.	Relocate RXR marking closer to the tracks.	City
ii.	Remove bush blocking RRTCD.	City
iii.	Replace W10-1 sign with a 36" diameter sign.	City
iv.	There are no dedicated crosswalks for pedestrians to cross between the east side of the street and the west side (Target, etc.). Some pedestrians were observed jaywalking at or near the crossing. Consider new pedestrian crosswalk to provide access to Target.	
v.	Replace R8-8 sign with a new one downstream of the crossing and two located in the median facing approaching traffic.	City
vi.	Existing configuration of vehicle gates over sidewalk is no longer design practice except for extenuating circumstances, in which case an exit pedestrian route is provided behind the vehicle gate.	
vii.	Recommend channelizing pedestrians behind crossing gate.	City
viii.	City to work with Law enforcement to enforce no U-turn over the tracks.	City
ix.	Refresh single yellow along both sides of median.	City
x.	Extend median to 10' from track center line.	City
c.	SW Quad Comments:	

i.	Show development on next plan set including - new traffic signal 400 feet south of the crossing - new driveway	JMA
ii.	What is the proposed use of the new adjacent driveway? Driveways near crossings are considered modifications to the crossing and are required to be approved by CPUC through a GO88b application. The new driveway was thought to be a PG&E easement access driveway. Now, we are hearing it may serve shuttle access as well. While a PG&E easement access driveway may be acceptable, a driveway for shuttle buses needs to be evaluated for safety impacts. If the driveway is approved, it should be exit-only to minimize risk of conflicts with the tracks.	
iii.	Tripping hazard from bioretention was brought to the public works department attention.	
d.	NE and SE Quad Comments:	
i.	City will provide new development plans for to the diagnostic team for review.	City
ii.	Existing trees may block visibility of railroad signals and should be evaluated.	City
iii.	Concern with queueing over tracks for people turning left towards Target. Queue analysis should be performed.	City
iv.	Move crossing gates closer to the road and channelize pedestrians behind the crossing equipment.	City
v.	Add "Keep Clear" marking and split them across the railroad crossing	City
vi.	Relocate RXR marking and W10-1 closer to the crossing.	City
vii.	Remove striping on concrete panels. UP's maintenance work will move the panels in different locations and will cause discontinuity the striping.	
viii.	Follow up with the Water District on whether they required access to their facility by means of the mountable curb, else, replace the mountable with a standard curb.	City

16. Guadalupe River Pedestrian Undercrossing		
a.	City will provide UPRR with the crossing agreement for the pedestrian trail crossing underneath the UPRR bridge. This has been completed.	CPUC
b.	City to provide copy of Maintenance Agreement for the pedestrian undercrossing	City
c.	Existing fence along UPRR's ROW was vandalized. Opening in fence is allowing people access to trespass onto UPRR's ROW. Requested the City to mitigate the trespassing issue. Consider removing existing pathway leading up to the UPRR ROW and channelize pedestrian to use the trail.	City
d.	Homeless encampment was observed along the pedestrian trail.	City
e.	UPRR does not have any plans at this time to expand a second track on the existing bridge.	UPRR
17. Montgomery		
a.	General Comments:	
i.	UPRR Incident Report: • 1 vehicle on track	
ii.	City Accident Report - Cited Violations: • 1 Failure to yield from driveways • 1 Unsafe backing • 1Unsafe turning maneuvers.	
iii.	UPRR Pre-Diagnostic Meeting Observations: • High levels of pedestrians in PM. Traffic generated by Pitco Foods • High levels of semi-trucks using this crossing • Crossing is not illuminated	
iv.	City explained that there is a proposed high density development on the triangular parcels inside the wye (Pitco Foods and Storage Solutions). However, the development timeline is uncertain; it may not come for a decade or more, and it may just choose not to develop here. Because of this uncertainty, the City suggested that the diagnostic team provide comments separately (1) assuming today's existing land uses and crossing, and (2) assuming a high density development on the north side of the crossing. That way, City can scope improvements for today's condition, and require additional improvements on the developer.	

v. It's important to note that Montgomery St is the only existing public access into the proposed development area. High density development presumably will generate increased traffic across the tracks and should be studied for queuing potential on the tracks. If no other accesses are introduced, a grade separation at this crossing and/or at other new access points to the site should be seriously considered. Trains can block an at-grade crossing for hours, days... and government cannot force them to move. People in the site could be trapped and/or unable to have emergency personnel access them. This happened in Richmond and the City ended up having to build a grade separation Currently there is not enough information on the proposed development, including site layout, land use, occupancy, points of access, and projected volumes using the crossing. A Draft EIR is expected to be published in April 2020. When more specific information is provided, the diagnostic team can provide more specific recommended treatments to accommodate the new development.	
vi. City, VTA, HSR and Caltrain formed a public agency partnership to develop a vision for a new and expanded Diridon Station call Diridon Integrated Station Concept (DISC) Plan. The City recently approved the elevated station platforms concept layout that would raise the tracks at Diridon station approximately 25' and elevate tracks on the station approaches. This would result in a grade separation at this crossing. Since it is only a concept plan at this point and there is no identified funding yet, expect project construction to be more than a decade out. Project website: https://www.diridonsj.org/disc	

vii.	Diagnostic team recommended evaluation for grade separating this crossing due to the proposed Google improvements. Development inside a wye track area is discouraged given the extreme limitation to access. Rail operations through wye tracks occupy significant amounts of time given the speed and switching operations. Team is concerned with future ADT count. Any increase in traffic expected at this crossing presents considerable public safety, traffic functionality and circulation concerns, particularly as presented, is the only public access. Limited access is also an issue for emergency situations, i.e. emergency vehicles or in an event of a necessary evacuation. In addition, the United States Department of Transportation has a goal of reducing the number of at-grade crossings through consolidation, grade separation , elimination, and restriction on the number of new crossings constructed. In line with this goal, UP, other railroads, the Federal Railroad Administration and most states encourage communities to carefully consider all alternatives, including grade separations, as opposed to simply adding additional vehicles through existing at-grade rail crossings that were not designed for that type of volume.	
viii.	Consider bulb outs, with railroad gate moved closer to the roadway, and roadway width is reduced. Bulb-out will also provide clear visibility of the gate arms, provide more space on the sidewalk for pedestrian access and treatments and provide traffic calming. Bulb out does not receive SSM credit. City noted that Fire trucks require minimum 20' clear roadway width to operate in an emergency.	
ix.	Existing RRTCD are 12" LEDs.	
x.	City noted that Montgomery may include a shared bike lane in the future. Design iterations to be evaluated by diagnostic team.	
xi.	There are no planned signalization of Cinnabar and Montgomery.	
xii.	City to evaluate Pitco permit and entitlement regarding their main access for their facility	
xiii.	City to count pedestrian traffic across the crossing to determine best treatments for pedestrians and median.	
xiv.	City would like to prioritize costs for crossings needing pedestrian improvements.	
b.	NW Quad Comments:	
i.	Diagnostic team recommended this quadrant is bulbed out, railroad gate is moved in, and crossing width is reduced.	City
ii.	Existing intersection will become 4 legs instead of 3 legs as it exists.	

iii.	Evaluate placing railroad signals either parallel to track or perpendicular to road. Perpendicular to roadway is preferred for this intersection.	
iv.	Replace W10-1 sign with larger sign.	
c.	SW Quad Comments:	
i.	Provide full pedestrian treatment along the sidewalk in this quadrant.	City
d.	SE Quad Comments:	
i.	Pavement marking and signage are placed correctly in this quadrant.	
ii.	Existing tree should be trimmed to not obscure the RRTCD.	City
iii.	Bulb out sidewalk and move RRTCD closer to the road.	City
iv.	There is a driveway cut with a concrete barrier at the back of walk. Even if the driveway is not being used, it's better to replace driveway cuts with sidewalk when possible to eliminate possibility of the driveway becoming an access point. Extend red curb limits through the existing driveway.	City
e.	NE Quad Comments:	
i.	Add detectable warning strip with R15-8 (Look) sign if pedestrian supports the design. Sight visibility is good in this quadrant.	City
ii.	UPRR vehicles jump the curb to access their maintenance facilities. Sidewalk appears deteriorated. By City ordinance, property owners are responsible for sidewalk maintenance in front of their property. Recommend UPRR vehicles access the site from Cinnabar where there is no existing sidewalk so that they don't deteriorate the sidewalk on Montgomery.	UPRR

PART 8

TRAFFIC CONTROL FOR RAILROAD AND LIGHT RAIL TRANSIT GRADE CROSSINGS

CHAPTER 8A. GENERAL

Section 8A.01 Introduction

Support:

⁰¹ Whenever the acronym “LRT” is used in Part 8, it refers to “light rail transit.”

⁰² Part 8 describes the traffic control devices that are used at highway-rail and highway-LRT grade crossings. Unless otherwise provided in the text or on a figure or table, the provisions of Part 8 are applicable to both highway-rail and highway-LRT grade crossings. When the phrase “grade crossing” is used by itself without the prefix “highway-rail” or “highway-LRT,” it refers to both highway-rail and highway-LRT grade crossings.

⁰³ Traffic control for grade crossings includes all signs, signals, markings, other warning devices, and their supports along highways approaching and at grade crossings. The function of this traffic control is to promote safety and provide effective operation of rail and/or LRT and highway traffic at grade crossings.

⁰⁴ For purposes of design, installation, operation, and maintenance of traffic control devices at grade crossings, it is recognized that the crossing of the highway and rail tracks is situated on a right-of-way available for the joint use of both highway traffic and railroad or LRT traffic.

~~⁰⁵ The highway agency or authority with jurisdiction and the regulatory agency with statutory authority, if applicable, jointly determine the need and selection of devices at a grade crossing.~~

^{05a} A diagnostic team, consisting of knowledgeable representatives of parties of interest in a highway-rail or highway-LRT grade crossing, using crossing safety management principles, evaluates conditions at a grade crossing to make determinations or recommendations concerning safety needs at the grade crossing. The diagnostic team needs to, at a minimum, include representatives of the highway agency or authority with jurisdiction over the roadway, the railroad or LRT agency with responsibility for the track and signals, and the California Public Utilities Commission (CPUC), which is the state regulatory agency with statutory authority over grade crossings. The removal, reduction, addition, or change in the type of warning devices at each public grade crossing, or publicly-used private grade crossing (as determined by CPUC or a court competent jurisdiction), must be authorized by CPUC. This includes any changes that can affect interconnections with adjacent traffic signals, or any other modification that may impact the safety of the grade crossing. Refer to Public Utilities Code Sections 1201 through 1205, 7537, 99152 and CPUC General Orders 75 and 88, as amended.

⁰⁶ In Part 8, the combination of devices selected or installed at a specific grade crossing is referred to as a “traffic control system.”

Standard:

⁰⁷ **The traffic control devices, systems, and practices described in this Manual shall be used at all grade crossings open to public travel (see definition in Section 1A.13), consistent with Federal, State, and local laws and regulations.**

Support:

⁰⁸ Part 8 also describes the traffic control devices that are used in locations where light rail LRT vehicles are operating along streets and highways in mixed traffic with automotive vehicles.

⁰⁹ LRT is a mode of metropolitan transportation that employs LRT vehicles (commonly known as light rail vehicles, streetcars, or trolleys) that operate on rails in streets in mixed traffic, and LRT traffic that operates in semi-exclusive rights-of-way, or in exclusive rights-of-way. Grade crossings with LRT can occur at intersections or at midblock locations, including public and private driveways.

¹⁰ An initial educational campaign along with an ongoing program to continue to educate new drivers is beneficial when introducing LRT operations to an area and, hence, new traffic control devices.

¹¹ LRT alignments can be grouped into one of the following three types:

A. Exclusive: An LRT right-of-way that is grade-separated or protected by a fence or traffic barrier. Motor vehicles, pedestrians, and bicycles are prohibited within the right-of-way. Subways and aerial structures are



U.S. Department
of Transportation

Federal Railroad
Administration

Region VII

801 I Street, Suite 466
Sacramento, California 95814-255

FRA – Region 7

Diagnostic Meeting Opening Statement

(to be included in meeting minutes.)

The FRA Region 7 opinion, in general, provides a **strong** endorsement of the practice of crossing closures and consolidations where feasible, while maintaining essential, alternate and safe access for local communities. The optimal safety improvement for an at-grade highway-rail crossing is the complete separation of the railroad tracks from the roadway through construction of a grade-separation structure or closure. We encourage ALL local Authorities, Railroads and Stakeholders work together to provide good planning to achieve this goal.

Exceptions to the proposed federal rule mandating whistle sounding at all highway rail-grade crossings can only be made by showing that appropriate safety measures have been taken to mitigate the additional risk otherwise presented by trains not sounding their horns.

FRA Region 7 strongly recommends that any public authority desiring to establish quiet zones take the opportunity to review all aspects of safety along its rail corridor. Particular attention should be given to measures that prevent trespassing on railroad Right-of-way since investments made to establish a quiet zone may be negated if the horn has to be routinely sounded to warn trespassers.

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City of San Jose Warm Spring Quiet Zone Project
City of San Jose

Tuesday February 25, 2020

Warm Springs Quiet Zone Site Diagnostic Meeting

Name	Title	Agency/ Company	Address	Telephone	Email	Initial
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City of San Jose

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Robert Mendoza MEM

UPRR

Ronnie Cremons

FRA

SRTC, SDC

209-471-3123

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City of San Jose Warm Spring Quiet Zone Project
City of San Jose

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City of San Jose

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City of San Jose Warm Spring Quiet Zone Project
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Tim Barr						TB

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City of San Jose Warm Spring Quiet Zone Project
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Jonathan Turner						JT

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City of San Jose Warm Spring Quiet Zone Project
City of San Jose

Thursday February 27, 2020

Warm Springs Quiet Zone Site Diagnostic Meeting

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Gabbie Sefton						GS
Mark Forsius						MF
TIM BARRON						TB
Ade Sogbesan	Engg	CPUC	505 Van Ness			AS
TIFFANY PONG						TP
TISON TANO						TT
MARLA WEINSTEIN						MW
Florin Lapustea						FL



APPENDIX E

FRA Risk Index Calculator for Existing Crossings

Risk Calculation Without SSM Improvements

[Home](#) | [Help](#) | [Contact](#) | [logoff](#) whong@jmacivil.com[Cancel](#)

Change Scenario: SanJose_WA_60516 ▼

[Continue](#)[Create New Zone](#)[Manage Existing Zones](#)[Log Off](#)**Step by Step Instructions:**

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the [MODIFY](#) Button

Step 2: Select proposed warning device or SSM. Then click the [UPDATE](#) button. To generate a spreadsheet of the values on this page, click on [ASM](#) button—This spreadsheet can then be used for ASM calculations.

Step 3: Repeat Step (2) until the SELECT button is shown at the bottom right side of this page. Note that the SELECT button is shown ONLY when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horn.

Step 4: To save the scenario and continue, click the SELECT button

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
750117C	HORNING STREET	3824	Gates	0	0	11,231.20	MODIFY
750118J	NORTH 10TH STREET	15317	Gates	0	0	19,589.95	MODIFY
750121S	HEDDING STREET	15539	Gates	0	0	17,646.57	MODIFY
750127H	East Taylor Street	12842	Gates	0	0	15,097.25	MODIFY
750128P	Jackson Street	2900	Gates	0	0	10,472.88	MODIFY
750129W	NORTH 7TH STREET	3620	Gates	0	0	11,077.36	MODIFY
750131X	North 6th Street	3100	Gates	0	0	10,651.69	MODIFY
750132E	NORTH 5TH STREET	2227	Gates	0	0	9,789.62	MODIFY
750133L	North 4th Street	5709	Gates	0	0	12,410.06	MODIFY
750134T	North 3rd Street	3992	Gates	0	0	11,353.09	MODIFY
750135A	NORTH 2ND STREET	5974	Gates	0	0	12,549.65	MODIFY
750136G	North 1st Street	7836	Gates	0	0	13,410.80	MODIFY
750151J	North Montgomery Street	1792	Gates	0	0	4,460.67	MODIFY
924191R	Autumn Parkway	11430	Gates	0	0	18,358.90	MODIFY

* Only Public At Grade Crossings are listed.

[Click](#) for [Supplementary Safety Measures \[SSM\]](#)

[Click](#) for ASM spreadsheet: [ASM](#) * Note: The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	SanJose_WA
Type:	New 24-hour QZ
Scenario:	SanJose_WA_60516
Estimated Total Cost:	\$0.00
Nationwide Significant Risk Threshold:	13811 .00
Risk Index with Horns:	7626.74
Quiet Zone Risk Index:	12721.41
Select	



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CONTACT

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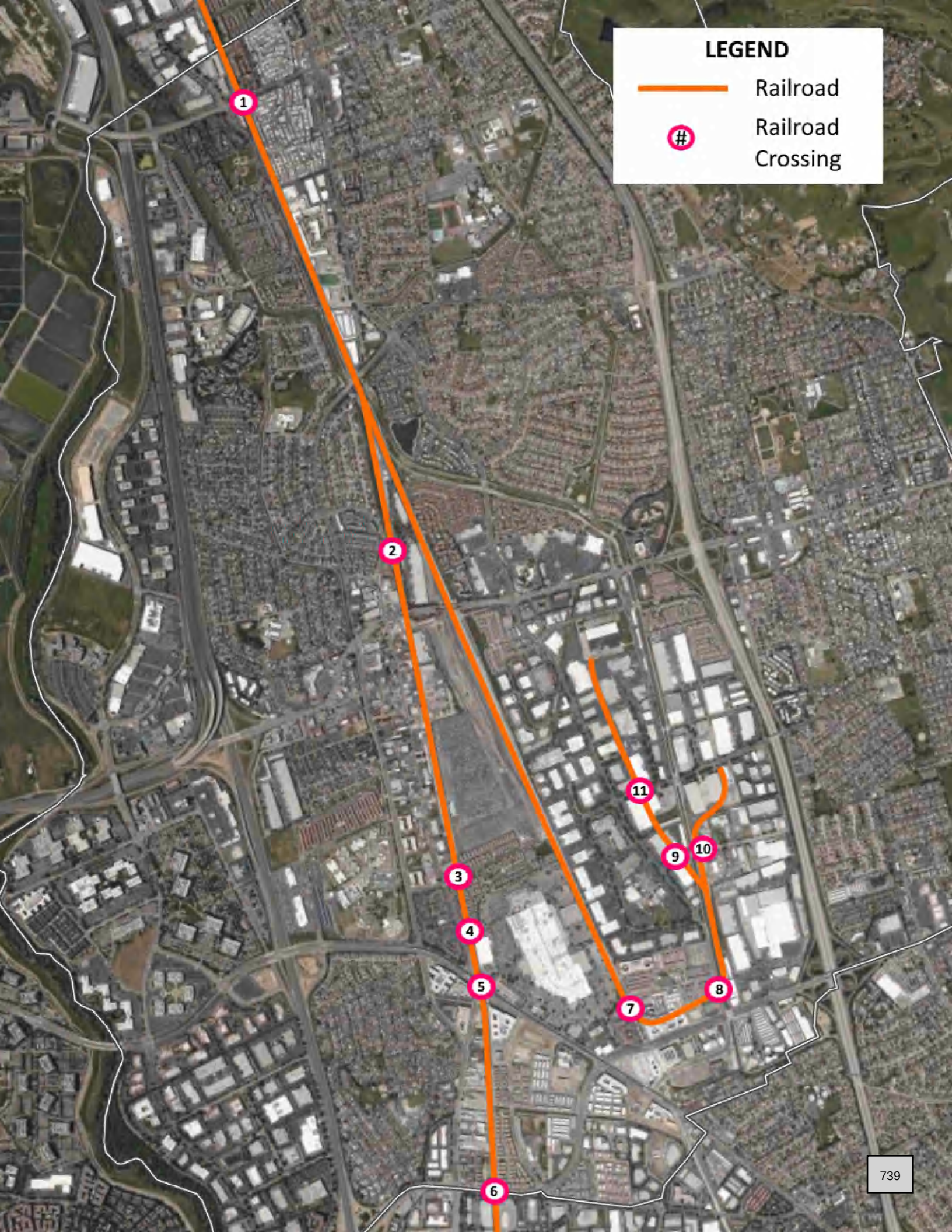
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Sacramento, CA 95814

JMA Civil

1087 Beacon Street, Ste. 303.
Newton, MA 02459

LEGEND

-  Railroad
-  Railroad Crossing





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive and Accept the City of Milpitas Emergency Management Program Assessment and Implementation Plan and authorize the City Manager to approve an amendment to the Professional Services Agreement with Witt O'Brien's, LLC, extending the time of performance to June 30, 2021
Category:	Public Safety
Meeting Date:	11/17/2020
Staff Contact:	Geoff Maloon, Battalion Chief, 408-586-2818
Recommendations:	1. Receive and accept the City of Milpitas Emergency Management Program Assessment and Implementation Plan. 2. Authorize the City Manager to approve an amendment to the Professional Services Agreement with Witt O'Brien's, LLC extending the time of performance to June 30, 2021.

Background:

Providing for public safety is a core responsibility of government in the City of Milpitas. As such, emergency preparedness for disasters is an ongoing process requiring constant attention. In order to be best positioned to remain as resilient as possible when faced with crisis, organizational leadership must ensure each of the components of a comprehensive emergency management program will address challenges sparked in disaster scenarios. A prime example would be the current COVID-19 pandemic.

The Milpitas Municipal Code establishes an Office of Emergency Services with the responsibility to maintain the Emergency Operations Plan (EOP) and training program. The Municipal Code further provides authority to execute the program on behalf of the jurisdiction to the City Manager who serves as the Director of Emergency Services. The Municipal Code further delegates day to day program management to the Emergency Services Coordinator. The Office of Emergency Services implements disaster preparedness and response programs, outreach and education, and regional collaboration planning; ensures citywide disaster readiness by performing Emergency Operations Center training and maintenance, community volunteer training, and care-and-shelter cache maintenance; and provides risk reduction efforts for the community by coordinating with allied agencies and non-governmental organizations. The FY 2020-21 budget for the Office of Emergency Services is \$246,886 with 1.0 Emergency Services Coordinator overseen by a Battalion Chief.

As part of efforts to improve organizational resilience and preparedness, the City of Milpitas initiated an independent review of its emergency management program through Witt O'Brien's. Witt O'Brien's is a leader in emergency preparedness, crisis management, disaster response, and recovery with the depth of experience and capability to provide services across all phases of emergency management. The Milpitas Fire Department initiated this report to ensure a comprehensive review of our program with the goal of system enhancement and resource allocation. This study was initiated by the City Manager's Office in 2018 and the contract was initiated in the summer of 2019 with anticipated completion in early 2020, but the study was delayed due to staff focusing on the pandemic response.

Analysis:

The Witt O'Brien's report contains an analysis of program information that was collected and analyzed mostly in 2019 using a proprietary assessment tool based on identified industry standards. A number of recognized national and state guidance documents and standards were used as part of the analysis, including but not limited to the National Preparedness Goal (NPG), Emergency Management Standards by EMAP, 2016 (EMAP Standard), National Incident Management System (NIMS), National Fire Protection Association (NFPA) 1600, and SEMS. Primarily, due to the COVID-19 pandemic, the finalization of this report was delayed.

As noted in the report, the City has a strong foundation for its emergency management program in its departments and a dedicated workforce that is committed to emergency preparedness. Additionally, the pandemic, combined with the catastrophic California fire season has allowed for a real world assessment of the capabilities, resilience and functionality of the City emergency management program and has also resulted in the development and enhancement of some of the recommendations in the initial draft report. This includes the development of a draft Continuity of Operation Plan (COOP), a pandemic response plan, heat emergency annex, Public Safety Power Shutdown (PSPS) annex and revisions to the draft Emergency Operations Plan (EOP). While these annexes were not a component of the EOP prior to the pandemic, they have been developed and utilized to guide the emergency response. Additionally, nearly all employees who have staffed the potential EOC, while carrying out their regular duties, have benefitted from the extended operations in a hands-on actual activation instead of training evolutions.

The report does note areas in which the City's work should focus and offers 105 recommendations to assist the City in addressing issues identified in the following 13 program areas: (1) Program Administration, Organization, and Stakeholder Outreach; (2) Administration and Finance; (3) Hazard Identification and Risk Assessment; (4) Hazard Mitigation; (5) Prevention; (6) Emergency Planning; (7) Incident Management; (8) Resource Management, Logistics, and Mutual Aid; (9) Communications and Warning; (10) Operational Procedures; (11) Emergency Operations Center / Facilities; (12) Emergency Public Information, Disaster Public Education, and Outreach; and (13) Training and Exercises. About 50% of the recommendations are focused on Emergency Planning (21 recommendations), Emergency Operations Center (17 recommendations) and Training and Exercises (14 recommendations). To implement the recommendations, the consultant estimates a one-time development effort between 5,250 and 9,800 hours and ongoing maintenance activities equivalent to 1.00 to 2.00 positions.

The primary areas of concern include the lack of critical emergency plans (annexes) and procedures that complement the Milpitas Emergency Operations Plan (EOP), the need to enhance training and exercise capabilities, a dedicated inclusion of at-risk population considerations into program initiatives, and enhancements to the capabilities of the Emergency Operations Center (EOC). Implementation of the program priorities will be completed in accordance with the recommendations classified as follows:

Recommendation Priority	Recommendation Priority Description	Number of Recommendations
Critical	The most critical priorities demanding immediate attention	3
High	Essential priorities demanding attention within the first 12 months	43
Moderate	Mission essential findings that should be addressed within 12-36 months	57
Low	Findings that should be addressed within and incorporated into a five-year strategic plan	2
Total		105

Staff has started to work on the three recommendations classified as 'critical.' These recommendations focus on community collaboration that includes at-risk populations in the development of the Emergency Operations Plan. The one-time effort of development and implementation of the EOP with community collaboration is estimated to require between 400 and 600 hours and ongoing annual maintenance of 75 to 150 hours. It is anticipated that the EOP should be ready for adoption in the second quarter of 2021. While completing these three critical recommendations with existing staff, who continues to staff an activated Emergency Operations Center for the foreseeable future, staff plans to assess resources it may need to implement recommendations

classified as 'high.' Per the consultant's report, for the 43 recommendations classified as 'high', the one-time development effort is estimated between 3,950 and 7,990 hours and the ongoing maintenance effort is estimated between 1,450 and 2,920 hours.

The current fiscal crisis resulting from the global pandemic must be considered when deciding which recommendations in the report can be implemented, at what pace and with existing, additional one-time resources, and/or additional ongoing resources as summarized by the options below. Each option provides the City with different advantages and disadvantages in addition to differing costs and timelines. Policy and practical considerations should also be used to determine the appropriate approaches and timeline to address the recommendations.

- Option A – Maintain existing staffing complement and funding allocations to the Office of Emergency Services in administering the emergency management program with refocusing existing staff capacity to implement the recommendations. This option will result in significant delays in the implementation of the report findings. The EOP revision could be completed in the first quarter of 2021. The finalization of the COOP annex could probably be completed by the end of 2021, but this assumes that the current pandemic EOC activation ends in early 2021. The remaining annex development would probably take 3-5 additional years and improvements to the EOC and backup EOC at Fire Station 1 or through a Mobile Command Center would not be possible without additional funding.
- Option B – Maintain existing staffing, complement with refocusing existing staff capacity and allocate additional one-time funding for contract services and facility improvements to implement recommendations. Contract services and capital funding could be utilized for the development of many of the annexes to the EOP, improved EOC training program implementation, and investment in a backup EOC. Contract services, unless the contracts were long-term, could not effectively assist with day-to-day management of the City Emergency Management Program.
- Option C – Provide additional ongoing staffing resources and contractual services to the Office of Emergency Services and one-time funding for physical improvements sufficient to engage in shortfall corrections and implementation of recommendations. Additional full-time staff and some one-time contractual services would allow for the implementation of most of the report findings in approximately one year (assuming the EOC activation resulting from the pandemic is ended). Additionally, this option would best ensure ongoing program maintenance.

Next Steps

The next steps in order of priority will include the development and implementation of the three findings listed as critical as well as the recommendations that are relatively simple, such as rebranding the program as the Office of Emergency Management. The three critical recommendations will be implemented concurrently and tied directly to the update of the existing Emergency Operations Plan and include collaborative development of communications and operational guidelines that will be included in the EOP through stakeholder participation that ensures at-risk populations are well-served by the City in the event of a disaster. This will be accomplished by cooperating with non-governmental organizations, community groups, faith based organizations and community organizers through the Public Safety and Emergency Preparedness Commission (PSEPC). As stated above, the finalization and adoption of the Emergency Operations Plan and the currently available annexes (heat related emergencies, pandemic response) are most critical. Then, recommendations classified as 'high' are planned for implementation and will include the Continuity of Operations Plan as an annex to the EOP.

Further, starting in June 2021, staff will bring semi-annual updates regarding the implementation of recommendations to Council.

Contract Extension

Witt O'Brien's and the City experienced delays in the completion of the full scope of work in the contract resulting from the pandemic. The original contract required completion of the services within 6 months, or November 1, 2019. In order to complete any study revisions and complete the training plan development in the original scope of work, Staff recommends extension of the contract pursuant to the attached contract amendment through June 30, 2021.

Policy Alternatives:

Alternative 1: Council may choose to not receive and accept this report.

Pros: The recommendations of the report would not inform required program enhancements and the training program would not be developed and implemented.

Cons: The report outlines strengths and weakness of the City's Emergency Management Program and an implementation plan to address challenges.

Reason not recommended: Council's acceptance of the report supports the implementation of the many recommendations outlined in the Emergency Management Program Assessment Report.

Alternative 2: Council may choose to not accept the consultant's contract amendment.

Pros: If Council chooses not to approve the contract extension, the consultant will not complete the original scope of work resulting in a cost savings of approximately \$24,000.

Cons: If Council chooses not to approve the contract amendment, the consultant will not be able to complete the scope of work.

Reason not recommended: This will result in an incomplete report without the training roadmap needed to augment the skills of staff assigned to the EOC.

Fiscal Impact:

The fiscal impact is under further analysis. As stated above, while completing the three critical recommendations with existing resources, staff plans to assess resources it may need to implement recommendations classified as 'high' in preparation for the FY 2021-22 Preliminary Budget Priority Session scheduled for the end of January.

California Environmental Quality Act:

N/A

Recommendations:

1. Receive and accept the City of Milpitas Emergency Management Program Assessment and Implementation Plan completed by Witt O'Brien's.
2. Authorize the City Manager to approve an amendment to the Professional Services Agreement with Witt O'Brien's, LLC extending the time of performance to June 30, 2021.

Attachments:

1. City of Milpitas Emergency Management Program Assessment and Implementation Plan
2. Amendment No. 1 to the Professional Services Agreement with Witt O'Brien's
3. Original Professional Services Agreement with Witt O'Brien's

City of Milpitas

Emergency Management Program Assessment and Implementation Plan



Prepared for:

City of Milpitas Fire Department
Office of Emergency Services
777 South Main Street
Milpitas, California 95035

November 2020



Disclaimer

This report, prepared by Witt O'Brien's, was requested by the City of Milpitas. The findings, conclusions, and recommendations are provided solely for the use and benefit of the City. Any warranties (expressed and/or implied) are specifically waived. Any statements, allegations, and recommendations in this report should not be construed as a governing policy, or decision, unless so designated by other documentation. While this assessment uses standards from the Federal Emergency Management Agency, the Emergency Management Assessment Program (EMAP) from the National Emergency Management Association, and the National Fire Protection Association (NFPA) as baseline measurements to evaluate program performance, this assessment does not in any way suggest accreditation conformance, compliance, or non-compliance to these programs. The report is based on the most accurate data available to Witt O'Brien's at the time of publication and, therefore, is subject to change without notice.

About Witt O'Brien's

Witt O'Brien's is a global leader in emergency preparedness, crisis management, disaster response and recovery with the depth of experience and capability to provide services across all phases of emergency management. Witt O'Brien's is uniquely positioned to bring together policy architects and technical experts in public safety with leaders from all levels of government and private sector partners to forge solutions to emergency management challenges. Witt O'Brien's approach to crisis and emergency management combines extensive direct experience with innovative planning, training, exercise, and technology solutions focused on controlling disaster outcomes.

Witt O'Brien's has worked with public and private sector organizations throughout the U.S. to enhance, improve, and implement their emergency planning, training, and exercise programs, as well as assist and assess prevention, protection, mitigation, preparedness, response, and recovery operations. Witt O'Brien's strives to work in partnership with its clients to promote continued improvement in their crisis and emergency management programs.



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Executive Summary

Providing for public safety remains a core responsibility of government. Jurisdictional preparedness for disasters is an ongoing process requiring constant attention. In order to best be positioned to remain as resilient as possible when faced with crisis, organizational leadership must ensure each of the components of a comprehensive emergency management program are capable to respond to constituent needs. As part of efforts to improve organizational and jurisdiction resilience and preparedness, the City of Milpitas has proactively chosen to initiate an independent review of its emergency management program. This is especially important in a time that local jurisdictions throughout the state have been struck by catastrophic incidents exposing significant emergency management deficiencies. This City of Milpitas Emergency Management Program Assessment Report and Implementation Plan provides an independent assessment of the city's emergency management program, which is defined broadly to include all aspects of city government that have a role in the City of Milpitas Emergency Operations Plan or may have a role in dealing with a disaster in the city, led by the Office of Emergency Services. The review focuses on plans, procedures, incident management processes, facilities, training, and public education and information about hazards. It is not an evaluation of departmental or individual performance.

As a fundamental theme of the government emergency management program; preparedness activities, including planning, training, exercises, and resource management, are essential to build and enhance capabilities in each of these areas to best ensure the jurisdiction can successfully navigate the challenges posed by complexities of a disaster.

Currently, there are many jurisdictions that are conducting assessments of their emergency management programs following post-incident after action reviews as required by California's Standardized Emergency Management System (SEMS)¹. These standard assessments follow incidents where the jurisdictions experienced significant difficulties and had findings of inadequate emergency management performance, defined as the collection of activities that support field response to an emergency and support of the local population.

Addressing programmatic deficiencies and building upon organizational successes will best ensure successful emergency operational performance and instill a greater sense of confidence in the community. Making these organizational investments and improvements is typically much more successful and effective during times of calm rather than in the middle of stressful and chaotic conditions that emergencies present. This assessment conducted for the City of Milpitas

¹ California Code of Regulations, Title 19 § 2450



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will provide opportunities to benefit from those lessons learned elsewhere, guiding improvements ahead of emergencies that may face the City. As the evaluation and program assessment occurred prior to the response actions taken for COVID-19, lessons learned, and observations captured during after-action reporting will provide valuable insight of progress made or other program changes.

The Spring of 2020 presented unprecedented challenges for governments across the nation including the City of Milpitas. The pandemic response generated by the COVID-19 outbreak stressed the response capabilities of the City and forced the City to respond using rather unconventional strategies. The use of a virtual Emergency Operations Center, incorporating social distancing, and operating day-to-day in a business continuity environment dominated City operations. This assessment completed the fact finding and research phase prior to the outbreak. The response needs generated by COVID-19 continue and will likely continue for months. The City shifted focus to response actions in March and made adjustments to emergency management operations in the course of managing the response. In addition to responding to COVID-19, the City simultaneously responded to wildfire fire incidents, smoke induced air quality events, severe heat, and power shutoff incidents. While not a part of this specific analysis, it is recognized the City adjusted operational practices during the COVID-19 response.

The following demonstrates some examples of emergency management achievements achieved during the COVID-19 response to date. It will be important to ensure these successes are included in formal plans, procedures, or policies where appropriate to maintain consistency in response efforts in future responses and to provide a basis for future trainings and exercises.

- Initiated continuity planning and procedure development to highlight delegations of authority, essential functions, virtual operations, succession planning, and employee health and screening.
- Established two EOC shifts with assigned personnel.
- Established a virtual EOC using Zoom as a communication platform for coordination.
- Utilized scheduled EOC forms and tracking.
- Developed a Pandemic Response Plan and Activation Matrix.
- Established a Crisis Communications Team.
- Ensured routine participation with the County Office of Emergency Management and the Operational Area.
- Established mobile COVID-19 testing capabilities.
- Identified and established isolation housing for exposed employees.
- Provided mass feeding to over 200,000 individuals.
- Provided incident management for simultaneous incidents during COVID-19 including for wildfires, severe heat, diminished air quality, and power shutoff events.



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Information gathered in this report is based on a review of documents and interviews with City personnel conducted in September through December of 2019. The program information that was collected was analyzed using a proprietary assessment tool based on identified industry standards. A number of recognized national and state guidance and standards, including but not limited to the National Preparedness Goal (NPG), Emergency Management Standards by EMAP, 2016 (EMAP Standard), National Incident Management System (NIMS), National Fire Protection Association (NFPA) 1600, and SEMS. These tools among others in addition to team experience guided the development of the assessment tool that was used in the course of this program review. The team used the tool's 191 standard elements and 129 sub-standard elements to measure the emergency management program performance.

The City has a strong foundation for its emergency management program in its departments and dedicated workforce as well as through its commitment to constituent emergency preparedness. It is not uncommon for complacency to develop in organizations regarding the potential impacts and response capabilities needed in a disaster when the organization has not been impacted recently. While distance in time from a disaster may offer challenges in terms of motivation, it offers an opportunity to prepare the community to better withstand impacts from future hazards through prevention, protection, preparedness, and mitigation. This past year and the numerous challenges facing jurisdictions from pandemic to civil unrest to fires have provided valuable lessons learned and best practices. Milpitas has also faced recent challenges in COVID-19, wildland fires, and Public Safety Power Shutoffs. It is essential, that the City benefit from and use the experiences of these events to ensure program improvements before the distance in time clouds memories. These activities will yield benefits in human lives saved as well as reductions in disaster costs. Several crosscutting themes are recognizable in this review:

- A focus on community engagement and outreach,
- Local hazard and risk analysis that informs prevention, protection, preparedness, and mitigation activities,
- Community-based resiliency enhancement,
- Ongoing and coordinated communication with the public about hazards and protective measures,
- A desire to find ways to best serve the citizens.

Much of the work in a strong emergency management program is accomplished in preparedness and the benefit seen in the subsequent response and recovery. It can be noted that city departments and personnel may already carry out some activities included in recommendations on an informal or ad hoc basis. One use of this type of review is to identify where good practices used informally can be documented so that those practices are implemented consistently. This can be particularly relevant in emergency response and recovery, when normal communications,



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staffing, and operations may be disrupted, altered and stressed. City departments and personnel carry out day-to-day functions and must be expected to regularly dedicate a small amount of their work time toward preparedness and resilience-building activities. Resilience and the response to community needs in times of crisis is a citywide responsibility.

This report notes areas in which the City's work should focus and offers 105 recommendations to assist the city in addressing issues identified. The recommendations provided are described in the following sections (Section 3) and summarized in tabular format at the end of this report in Section 4.2. The emergency management program categories provided in this report align to the proprietary assessment tool categories. These categories are consistent with national standards such as EMAP and NFPA providing an organized approach to recommendation placement. The following table displays the number of recommendations that are provided per assessment category.

Section	Assessment Category	No.
3.1	Program Administration	6
3.2	Administration and Finance	4
3.3	Hazard Identification	8
3.4	Hazard Mitigation	2
3.5	Prevention	2
3.6	Emergency Planning	21
3.7	Incident Management	3
3.8	Resource Management	11
3.9	Communications and Warning	4
3.10	Operational Procedures	6
3.11	Emergency Operations Center	17
3.12	Public Information and Outreach	7
3.13	Training and Exercises	14
Total		105

The primary areas of concern include the lack of critical emergency plans and procedures that complement the Milpitas Emergency Operations Plan (EOP), the need to enhance training and exercise capabilities, a dedicated inclusion of at-risk population² considerations into program

² For the purposes of this assessment, the term "At-Risk Populations" should be considered to include populations with access and functional needs, cultural barriers, and other vulnerabilities requiring additional assistance and planning considerations.



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initiatives, and enhancements to the capabilities of the Emergency Operations Center (EOC). Key areas for improvement identified in the review include:

- The City has not developed a strategic plan that will guide the emergency management program in developing a roadmap for program goals and objectives. See section 3.1.
- Need to implement a process for ongoing engagement of emergency management program stakeholders across city departments and external community partners. Working groups and committees created in support of the emergency management program should be more effectively utilized to add a broader program perspective representing the community served. See section 3.1.
- The existing Milpitas EOP is lacking in many fundamental elements of emergency planning. The City has developed an updated draft version from 2018 that better addresses emergency operations guidance. However, this plan also needs review, update, and additions to address gaps and changes in the emergency management program and state law. See section 3.6.
- The EOP is missing functional annexes that would give EOC staff and City leadership guidance in addressing specific emergency functional activities requiring detailed pre-event planning and procedure development. These functions would include examples such as alert and warning, evacuation, sheltering, and others that present complex response and logistical challenges, oftentimes across city departments and involving external cooperators. See section 3.6.
- The development of a range of EOC and incident management procedures are needed to effectively guide response personnel in carrying out incident objectives. See section 3.6 and 3.10.
- The City has not adopted a draft continuity of operations plan that was produced after this plan assessment that will guide its efforts in maintaining essential services and ensuring a continuity of government services during a significant disaster altering government's ability to operate. See section 3.6.
- The City has not developed a disaster recovery plan that will guide its activities with short-term and long-term recovery from a significant disaster. See section 3.6.
- The City has not developed a debris management plan. The City should develop a debris management plan that provides guidance in debris management operations as a result of a disaster. See section 3.6.
- Staffing of the EOC during incidents should be identified and reviewed to streamline where possible while providing for extended operations. See section 3.11.
- The EOC facility is limited in capacity and supporting equipment capabilities in events requiring a multi-agency response when multiple emergency functions would be implemented. See section 3.11.



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- The City would benefit from a coordinated, strategic, and ongoing approach to training and exercise. Immediate identification of training needs and tracking of training received across city departments is needed to address appropriate position-specific training and refresher training for personnel with roles in the program. The on-going multi-year training and exercise program (MYTEP) planning process will address much of these concerns. See section 3.13.
- The City provides information about hazards that could impact the jurisdiction and its residents, but it does not have an organized ongoing public outreach and education program for the management of emergency public information. A continuing and consistent program of disaster public awareness messaging is vital in helping residents understand risks in their communities and prepare to take protective action. Furthermore, in a multi-jurisdictional event, information is best shared jointly through a 'Joint Information Center' to ensure consistency of information and to reduce conflicting messaging. This requires significant leadership. See section 3.12.

This report is organized to address key elements in the City's emergency management program, beginning with program organization and stakeholder input and working through key components involving preparedness as well as communication, coordination, and collaboration. Each of the subsections in 3.0, Program Elements, includes a description of the current status of a given programmatic element with a focus on challenges, and recommended steps to address areas where improvements can be made. A complete table of recommendations is found in section 4.0. Because this report is focused on areas where improvements can benefit the city and its residents, it does not attempt to catalog or discuss all of the plans, procedures, and practices that are part of the City's emergency management program. It does not provide a comprehensive review against the EMAP Standard, although EMAP standards are used as a reference.

This report is designed to provide an independent review of the City's emergency management program and offer options for improving key areas that may not have received adequate recent attention or coordination. Some of the issues presented are perceived by personnel in individual City departments but have not been captured or acted upon. This report is intended to serve as a guide for discussion and action by City leaders, City departments, and stakeholders toward a strong and more disaster-resilient Milpitas.



City of Milpitas Emergency Management Program Assessment Report

1.0 Introduction

The Federal Emergency Management Agency identified in 2015 that “there is a connection between evaluation and learning.”³ These lessons are all too often discovered following the impact of a major emergency that results in significant consequences and tests our capabilities beyond their limits. Optimally, these programmatic gaps should be addressed prior to facing the stresses of disasters. California has been witness to catastrophic events in recent years resulting in after-action findings driving significant demands for organizational change.

Self-evaluation is oftentimes uncomfortable and results in findings that we are unprepared for. However, engaging in this effort to better understand our true readiness and capabilities prior to crisis best enables us to drive a more resilient model and do it in a more efficient manner. Disaster preparedness activities are in competition with the numerous day-to-day demands placed on government leaders. Due to the nature of these events, high consequence yet low probability, it is common for this competition to result in the delay of disaster preparation or some reduction of priority. While the self-evaluation process may present findings that drive difficult policy decisions, the City of Milpitas should be commended for engaging in this assessment to determine needs prior to chaos striking.

It is important to note that program assessments prior to a disaster will not prevent findings in future disasters. Systems are reflections of the people that operate them and there will be issues that require address. However, reviews like this are forward leaning and contribute to reducing those future findings and demonstrate that the City is actively managing its emergency management program in a self-reflective manner.

Like most jurisdictions, the City of Milpitas emergency management program has demonstrated significant strengths in certain areas while at the same time has identified capabilities that need improvement. The City has demonstrated an expertise and commitment among City personnel and administration, a sincere willingness to adopt improvements, and resources to apply toward disaster resilience goals and objectives.

The City sought a review of its program and capabilities that address emergencies and disasters. The emergency management program of a jurisdiction or organization must be viewed broadly, encompassing all aspects of the organization that may be needed to deal with the jurisdiction’s hazards, across all mission areas (prevention, protection, mitigation, preparedness, response,

³ Federal Emergency Management Agency (FEMA), “Operational Lessons Learned in Disaster Response,” 2015, https://www.usfa.fema.gov/downloads/pdf/publications/operational_lessons_learned.pdf, 35.



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and recovery). As part of the emergency management program, preparedness activities, including planning, training, exercises, and resource management, are needed to build and improve capabilities in each of these areas to best ensure the jurisdiction can successfully navigate the challenges that a disaster will present.

This City of Milpitas Emergency Management Program Assessment Report and Implementation Plan provides an independent assessment of the City's emergency management program. The assessment serves to provide a neutral vantage point to provide the program and decision makers observations and recommendations of successes and gaps to aid in forming informed decisions. The review focuses on administrative practices, plans, procedures, incident management systems, facilities, resource management, training, and public education and information about hazards. This assessment is not meant to serve as an evaluation of departmental or individual performance.

1.1 City of Milpitas

The City of Milpitas is a full-service municipality in the San Francisco Bay area of the State of California. The City encompasses about 14 square miles in northern Santa Clara County and has an estimated population of 84,196.⁴ The U.S. Census Bureau estimates this represents a 20.4% increase from 2010 to 2018. The U.S. Census Bureau calculated the 2010 population of 66,790 representing a 6.5-percent increase from the 2000 Census. The substantial population growth demonstrates the increased demand on public services. Milpitas lies on the northern border of Santa Clara County adjacent to the Alameda County line and the City of Fremont; the southern boundaries of Milpitas are bordered with the City of San Jose; to the east of Milpitas lies unincorporated hilly terrain. Major transportation routes through the City of Milpitas include Interstate 680, Interstate 880 (both traveling in a north-south direction) and rail lines including passenger service. Milpitas is laid out in a suburban residential configuration in the eastern portions of town and industrial/commercial zones largely in the west. Milpitas is home to major employers in the technology and other sectors.

The City is a general law City administered by a Council-Manager form of government. The City Manager oversees 12 operational and support departments in addition to other offices. The Fire Department is currently responsible for the oversight of the emergency management program. The City further has established the Public Safety and Emergency Preparedness Commission as an advisory commission to the City Council. The Commission

⁴ US Census Bureau, "Population Estimates, July 1, 2019, (V2019)," <https://www.census.gov/quickfacts/milpitascitycalifornia>



is tasked with advising the City Council on emergency preparedness and disaster planning. Commissioners are residents that are appointed to three-year terms by the City Council.

2.0 Scope and Methodology

The scope of this report is limited to the City of Milpitas emergency management program. The emergency management program is unique as it is not just one single department. The term emergency management program is defined more broadly to reflect the collection of activities that support field response to an emergency and support of the local population and requires some or all of the City's departments and functions as organized in the City of Milpitas EOP and related plans, procedures, and capabilities. By nature, the analysis within this report represents a snapshot of the information that was collected and reviewed from August through December 2019. This report addresses systems, plans, procedures, and capabilities and does not address or reflect individual performance of staff.

Organizationally, the office responsible for implementing the City of Milpitas emergency management program is the Office of Emergency Services (OES) housed within the Fire Department. This assessment uses national standards that review both the broader emergency management program and also the procedures and plans carried out by the office responsible for implementation and oversight of the program.

The City of Milpitas emergency management program assessment used a process evaluation and improvement approach based on on-site inspections, interviews, document review, and data collection. The project team reviewed the EOP as well as department and other procedures that were provided. The project team used accepted state and national emergency management program and emergency planning guidance including:

- Comprehensive Preparedness Guide (CPG)-101
- National Incident Management System (NIMS)
- National Incident Management System Training Program
- National Preparedness Goal
- National Response Framework,
- National Disaster Recovery Framework (NDRF)
- Robert T. Stafford Act
- Emergency Management Standard by the Emergency Management Accreditation Program (EMAP Standard)
- National Fire Protection Association Standard (NFPA) 1600 Standard on Continuity, Emergency, and Crisis Management



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- California Standardized Emergency Management System (SEMS)
- State of California emergency plans
- State of California emergency management training standards
- Recent Large-Scale Incident After-Action Reports
- Emergency Management Best Practices and Lessons Learned
- Consultant Team Experience and Expertise

Ultimately, this assessment reviewed 191 emergency management standards in addition to 129 sub-standards as they relate to emergency management program performance.

This report is organized to address broad organizational issues and most of the program areas or elements as discussed in the EMAP standards. While EMAP standards are used as a reference, this report does not represent a comprehensive assessment against all EMAP standards in terms of accreditation compliance.



3.0 Program Assessment Elements and Areas for Improvement

This section addresses major emergency management program areas and discusses their current status, areas for improvement identified in this review, and recommendations for improvement. Because of the nature of this review and report, the narrative does not attempt to describe in detail a comprehensive description of the positive practices, plans, or capabilities in each program element, which are considerable. Areas of success and positive performance will be highlighted when ongoing program management can benefit from identifying practices that are beneficial to maintain.

Congruently, this assessment focuses on areas for improvement to help the organization with prioritizing a path forward in the attempt to mitigate potential exposures. Where possible, recommendations are written as action items for specific functional areas, City departments, or decision makers. In cases where the appropriate location of responsibility is not clear to the review team for areas of improvement, no recommended responsibility assignment is included in a recommendation. Implementation of recommendations and the determination of responsible staff for each recommendation rests with the City of Milpitas.

The following provides initial insight into the findings of selected functional areas within the emergency management program. It is important to keep in mind that an emergency management program extends beyond that of OES; it is reflective of the statutory authority of the City government as an enterprise as well as its departments. It also includes the roles, responsibilities, and capabilities of the whole organization. Further, it is recognized that the OES is responsible for identifying those City functions and capabilities, systemizing them to respond to major emergencies and disasters, and coordinating the related activities when they are needed. OES is staffed with a single Emergency Services Coordinator (ESC) with tremendous demands placed on programmatic focus. A Fire Battalion Chief (BC) is assigned general oversight duties and acts as the direct report for the ESC, however the BC has oversight of numerous programs in the Fire Department in addition to OES, limiting the work capacity dedicated to emergency management.



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3.1 Program Administration, Organization, and Stakeholder Involvement

One of the hallmark features of an effective emergency management program is establishing and maintaining visible recognition, endorsement, engagement, and support from agency leadership and program stakeholders. A number of administrative and organizational factors can either promote or challenge the emergency management program's effectiveness:

- Is there an established organizational strategy recognizing the critical nature of the emergency management program and its place in the organization?
- Is the emergency management program's administering agency able to effectively coordinate with other entities and has the program been given authority to administer emergency management activities?
- Is there a method for stakeholders including organizational leadership to provide input into the implementation and review of the program?

3.1.1 Current Status

The emergency management program is identified within the City of Milpitas annual budget: "Office of Emergency Services: The Office of Emergency Services implements disaster preparedness and response programs, outreach and education, and regional collaboration planning. Ensures citywide disaster readiness by performing Emergency Operations Center training and maintenance, community volunteer training, and care-and-shelter cache maintenance. Provides risk reduction efforts for the community by coordinating with allied agencies and non-governmental organizations."⁵ The budget document identifies the Office of Emergency Services as a division within the fire department. The Milpitas Municipal Code of Ordinances establishes an Office of Emergency Services with the responsibility to maintain EOP and training program.⁶ The Municipal Code further provides authority to execute the program on behalf of the jurisdiction to the Director of Emergency Services; the City Manager is appointed to this function. The Municipal Code further delegates day to day program management to the ESC.

As stated above, the emergency management program is administered by OES and is staffed with a single full time equivalent (FTE) organizationally contained within the Fire Department. The ESC reports to the BC (Training) who reports to the Deputy Fire Chief

⁵ City of Milpitas, "2019-2020 Budget & Financial Plan: Adopted Budget," http://www.ci.milpitas.ca.gov/_pdfs/FY19_20AdoptedBudget.pdf, p.219

⁶ City of Milpitas, "City of Milpitas Municipal Code of Ordinances," Chapter 1 § 4.06.



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(Suppression) who reports to the Fire Chief who reports to the City Manager. The BC overseeing the ESC is also tasked with overseeing additional elements of the Fire Department including training and the emergency medical services program. The City of Milpitas Municipal Code establishes an Emergency Services Coordinator position responsible for the day to day operation of OES.⁷ The FY19/20 budget allocated to OES was \$270,720, the FY20/21 budget allocates \$246,886.⁸ This allocation supports the one FTE and services/supplies. The emergency management program's dedicated single FTE (Emergency Services Coordinator) is currently funded through general funds identified in the annual operating budget.⁹ The City of Milpitas job specification for the ESC position requires a related bachelor's degree and one year of emergency planning experience. Additional experience may substitute the educational requirement on a year for year basis.

The emergency management program administered by OES is reviewed and evaluated using traditional or historic methods and metrics. The recommendation is to utilize best practices in the emergency management discipline in combination with local characteristics to identify goals, objectives, priorities, and strategic direction. Review and evaluation will then be based on functional elements of a comprehensive emergency management program. The City incorporates performance metrics, accomplishments, and program goals in the annual budget process. These performance considerations are included in the Fire Department budget metrics.¹⁰ FY18/19 goals for the emergency management program are limited to public education and the training of City staff. Past performance metrics for the EM program include just a public outreach database. It is recognized that performance metrics are likely a part of the job performance evaluation of the Emergency Services Coordinator. It is recommended that the EM program engage in an enhanced program based strategic planning effort evaluating goals, objectives, performance metrics, and accomplishments based on a comprehensive emergency management perspective. Section 3.6 of this document highlights one example not included in performance metrics that has resulted in significant programmatic gaps, specifically, the development and maintenance of necessary emergency plans and implementing procedures.

⁷ City of Milpitas, "City of Milpitas Municipal Code of Ordinances," Chapter 1 § 4.05.

⁸ City of Milpitas, "2020-2021 Adopted Budget & Financial Plan," http://www.ci.milpitas.ca.gov/wp-content/uploads/2020/08/COM_Adopted_Budget.pdf, p.244.

⁹ City of Milpitas, "2019-2020 Budget & Financial Plan: Adopted Budget," http://www.ci.milpitas.ca.gov/_pdfs/FY19_20AdoptedBudget.pdf, p.221.

¹⁰ City of Milpitas, "2019-2020 Budget & Financial Plan: Adopted Budget," http://www.ci.milpitas.ca.gov/_pdfs/FY19_20AdoptedBudget.pdf, p.220.



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OES provided limited examples of policies and procedures to support the program objectives and delivery of a comprehensive suite of emergency management services. This assessment has identified numerous cases where the development of procedures or policies will enhance operational effectiveness. The City is missing key planning documents such as Continuity of Operations, Disaster Recovery, and multiple emergency functions. Further explanation will be provided in Sections 3.6 and 3.10. The development of a program strategic plan and establishment of performance metrics tied to emergency management standards will help highlight these gaps and create a corresponding production schedule.

The administering office of the emergency management program is titled the "Office of Emergency Services," which is consistent with naming conventions throughout the State of California. In many jurisdictions, the use of the program naming "Office of Emergency Management" has become a preferred title due to a closer reflection of actual roles. As titles and perception have true meaning, this may be an area for future discussion. The program has been well understood throughout the City organization to be responsible for public education, training, and maintaining the EOC. Work volume in these areas has limited staff availability to engage in emergency plan development, more routine training and exercises, recovery program development, etc. The limited exposure of these other elements of a comprehensive emergency management program to end-users create a perception that these services are not a part of OES and not a priority of the organization.

The demands of a comprehensive emergency management program exceed the capacity of a single FTE. This staffing capacity limitation has been further challenged with the majority of existing staff time being dedicated to primarily public education activities. It appears the allocation of time spent in support of outreach and education efforts has evolved over the past number of years to becoming a normal expected service among community groups and members of City leadership. Evaluating staffing capacity, level of effort, current responsibilities, incident generated changes, and City priorities annually as a part of a strategic planning process or through monitoring budget performance measures will better enable visibility into resource and program needs. The re-allocation of time spent on planning, training, exercises, and program development will provide benefits to addressing gaps and program improvements, but it should be noted that demands will still exceed a single position.

However, the staffing compliment is generally consistent with similar jurisdictions in the region. Regionally and extending to statewide comparisons demonstrate that jurisdictions of similar size and hazard profile have 1-2 dedicated emergency management positions. However, there is considerable diversity in staffing strategies throughout the nation. It should be recognized that the volume of roles and



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responsibilities placed on an emergency management program is substantial, as will be illustrated throughout this report. Regardless of regional consistency in staffing compliments, the volume of critical functions needing attention far exceeds the available FTE count to carry out the mission. The Fire Battalion Chief overseeing the emergency management program due to other oversight responsibilities has limited to no capacity for deeper engagement. It should be highlighted that recent emergency events throughout California have resulted in after-action findings of limitations in emergency management staffing (either full-time and/or contracted support) resulting in program gaps that caused significant response deficiencies.

The findings contained within this assessment provide several programmatic gaps that if addressed will require additional staff attention and/or contracted assistance. There are key program responsibilities that are essential and can vary in needed investments in time but in general demand significant focus and attention. An example is inter-organization coordination and collaboration as it is imperative to develop and maintain relationships and keep constant situational awareness with resource providers, changes in the emergency management landscape, regulatory demands, inter-jurisdictional planning, among numerous other considerations. In addition to simply using a level of effort assessment, it should be noted that it is optimal to ensure continuity of a key function exists so that organizational reliance on a critical mission such as jurisdictional emergency management is not reliant on just one individual.

The estimated level of effort to accomplish some of the representative examples of key findings in this report is illustrated below (depending on the experience of the individual assigned, these estimates may likely be less than actual time needed to accomplish the task):

- Disaster Recovery Plan (Initial Draft Development) – 500 to 550 hours emergency management program staff time. (Includes research, document review/deconfliction, regulation reviews, stakeholder engagement, department roles analysis, recovery functional assessments, plan writing, plan editing, annex development, project administration)
- Continuity of Operations Plan (Initial Draft Development) – 475 to 525 hours emergency management program staff time. (Includes research, essential services evaluation, departmental coordination, planning meetings, business impact analyses, organizational structure development, plan drafting, plan editing, plan administration)
- Debris Management Plan (Initial Draft Development) – 550 – 625 hours emergency management program staff time.



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- Emergency Operations Plan Annex Development – multiple annex gaps. Each annex will require a varying level of effort depending on the complexity of function. Functional annexes such as Mass Care and Shelter and Evacuation alone would each require investments of time similar to the above level of efforts.
- Plan Maintenance – 40 – 60 hours per month as each of the necessary planning documents are developed, they will need ongoing attention to maintain currency, effectiveness, and consistency with the whole emergency management strategy.
- Whole Community Inclusion – 10 – 40 hours per month to ensure the City is adequately inclusive of and supporting the most vulnerable to emergencies and maintaining legal compliance.
- Organizational Continuity – 10 – 40 hours per month to develop and maintain processes and strategies to ensure business and government continuity throughout a disaster.
- Inter-organizational Coordination – 20 - 60 hours per month to maintain ongoing situational awareness, access to resources, awareness of changes to emergency management requirements and regulations, and awareness to other inter-agency dependencies. This should be considered a core responsibility of the program.

The above demonstrates just a few planning projects and other examples and the amount of time a single emergency management staff member would be dedicated to managing each planning process or activity. The day to day demands of an emergency management program in community outreach, training, exercising, inter-agency coordination, resource coordination, volunteer management, mitigation, EOC maintenance, response readiness, incident response/recovery, and general administrative activities would still be ongoing requiring substantial investments in time. The plans above (in addition to the additional plans identified in Section 3.6) will also need ongoing attention to maintain relevancy, adhere to changing regulations, recognizing changes to demographics or the geography of the community, or changes to the hazard profile. Table 4.4 at the end of this document provides an estimate of one-time development and on-going maintenance time estimates required for each recommendation.

The City of Milpitas Municipal Code of Ordinances creates the Disaster Council to include the Mayor, City Manager, Police Chief, Fire Chief, and Public Works Director.¹¹ This Disaster Council is tasked with providing guidance and recommendations for adoption of emergency plan development and agreements consistent with SEMS. The Disaster Council is further tasked with overseeing the Citizen Corps and citizen volunteer programs. The council has no required frequency of meetings, strategic objectives, or

¹¹ City of Milpitas, "City of Milpitas Municipal Code of Ordinances," Chapter 1 § 3.



outcomes. The council rarely meets and is not well understood among its members. Regular emergency management program input by OES is not identified as a role of the council and has not been a standard practice. To aid in informed decision making for programmatic recommendations, the emergency management program should have access to provide input on discipline specific knowledge, practices, and requirements. For a comprehensive program input, membership of the council would need to be expanded to ensure all emergency functions are represented. When structured and implemented effectively, this Disaster Council has the potential to enhance inter-departmental planning, identify enterprise-wide gaps and shortfalls, and enhance disaster-based coordination efforts. The City's EOP (page 8) titles a paragraph as "Disaster Council (City Council)." The EOP is blending these two bodies in description causing confusion of the role and membership of the Disaster Council and not implementing the Municipal Code as intended.

The City created a citizen's commission appointed by the City Council and Milpitas School District titled the Public Safety and Emergency Preparedness Commission. This nine-member commission provides advice to the City Council and the emergency management program regarding emergency preparedness and disaster planning. The ESC serves as the staff liaison to the City Council appointed Public Safety and Emergency Preparedness Commission. OES has the opportunity to provide input to the commission to aid in the development of informed guidance and increase the level of stakeholder engagement and inclusive participation. This panel represents a best practice in adding value and community/stakeholder engagement into the emergency management program.

The City's commitment to engage in self-reflection to identify program deficiencies and strengths is reflected in investing in this program assessment. Support for and commitment to the program will need to continue to address areas of improvement identified in this assessment.

3.1.2 Recommendations

The emergency management program implemented by OES should be guided by a strategic plan that identifies the program mission, intermediate and long-term goals, and objectives for the disaster management program. An emergency management program strategic plan can help provide long-term vision and direction across departments and organizations involved in prevention, protection, mitigation, preparedness, response, and recovery activities.



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Recommendation 1: It is recommended that OES engage in an enhanced program-based strategic planning effort evaluating goals, objectives, performance metrics, and accomplishments based on a comprehensive emergency management perspective. This multi-year strategic plan should examine the programs objectives in relation to coordinated efforts of stakeholders and citywide strategic planning processes. The strategic plan should incorporate the best practices and lessons learned from local government entities with similar emergency management portfolios. Performance metrics should be inclusive of the broad range of responsibilities, not just public education and training.

Recommendation 2: It is recommended that the City re-designate the Office of Emergency Services to be re-titled as the “Office of Emergency Management”. While the current naming convention is consistent with jurisdictions throughout the State of California, the proposed name would provide greater descriptive understanding of the essential mission of the office. The use of the naming the emergency management program as the “Office of Emergency Management” has become a preferred organization title in many locations due to a closer reflection of actual roles. Titles and perception have true meaning in organizational dynamics. The existing program has been well understood throughout the City organization to be responsible for a variety of preparedness activities while less so for more comprehensive emergency management responsibilities. This nomenclature change better lends itself to describing the part of the organization that is charged with leading and managing the jurisdiction’s comprehensive emergency management program.

Recommendation 3: The ordinance reflecting the Disaster Council¹² should be reviewed and updated. The City Council should provide direction that the Disaster Council meet regularly -- at least quarterly -- to review plans, procedures, training and exercise opportunities, and to evaluate progress against strategic objectives and address problems/conflicts regarding emergency management policy, practices, resources and capabilities. The ordinance should be revised to specifically include the Emergency Services Coordinator as a member of the Disaster Council. The Disaster Council membership should further be expanded to include each of the departments representing oversight of emergency functions. The Council should serve as an executive management level panel providing insight into the condition of the City’s emergency management capabilities and assist with ensuring the city-wide priorities are included in emergency management objectives and recognition of program needs to accomplish those objectives.

¹² City of Milpitas, “City of Milpitas Municipal Code of Ordinances,” Chapter 1 § 3



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Recommendation 4: OES should continue to leverage the value of the Public Safety and Emergency Preparedness Commission to increase opportunities to receive community input into the program mission. This input should encourage input into each of the phases of emergency management service delivery.

Recommendation 5: It is recommended that the City identify available resources to augment staffing capacity in OES with an additional FTE to address the planning, training, exercising, response, recovery, agreement management, community outreach, public education, interagency coordination, volunteer management demands. This will assist in providing staff resources to correct program gaps and maintain program successes. The existing demand to implement the recommendations contained within this report far exceeds the current staffing model illustrated through level of effort examples provided on pages 8-9.

Recommendation 6: It is recommended that the City look to outside sources such as contracting to aid in filling planning, exercise, and training gaps in the short term to best ensure the fundamental emergency management tools are available. The gaps that exist present substantial exposure and liability to the City promoting the need to catch up on priority gaps as rapidly as possible. Even with an additional FTE, the existing gaps and resulting volume of level of effort required to correct these gaps in comparison to existing staff capacity will require additional assistance to complete these goals in a timely fashion.



3.2 Administration and Finance

It is crucial for an effective emergency management program to have the systems policies, and procedures built into the organization's business operations that comport to state and federal disaster reimbursement programs. These systems, policies, and procedures should ensure that the jurisdiction activities meet the eligibility requirements of these programs. These include:

- Timekeeping
- Force account equipment usage
- Debris management
- Contracting
- Procurement
 - Disaster-specific purchases related to one-time use items
 - Capital equipment
 - Rental equipment
- Repairs
 - Emergency
 - Temporary
 - Permanent
- Insurance
 - Mandatory coverage to meet FEMA Obtain & Maintain requirements
 - Access to policies

3.2.1 Current Status

The City has established purchasing rules within the Municipal Code of Ordinances.¹³ This ordinance covers all types of purchasing. Chapter 4 of the Municipal Code addresses contracting. Chapter 12 addresses payroll. Further, City policies provide greater detail in specific elements of financial, human resources, payroll, etc. However, these procedures that are relevant to EOC operations are not referenced in the EOP or other EOC procedures accessible to EOC staff.

The finance and administrative framework identified through Municipal Ordinance and procedures provided allow for a great deal of flexibility to manage and apply funds. The considerations that should be highlighted are ensuring the flexibility provided still remains within requirements set forth through state and federal requirements. However,

¹³ City of Milpitas, "City of Milpitas Municipal Code of Ordinances," Chapter 1 § 3.



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flexibility is somewhat constrained in gaining approvals for requesting of resources in the EOC. The approvals as defined by EOC Section Binders limit the approvals only to the Fire Chief in the Fire Branch and the Police Chief in the Law Enforcement Branch. The Resource Request Form (213-RR) allows for greater flexibility by designating approval authorities to "Section Chiefs" and "EOC Director" which could include anyone assigned to those roles and not one single individual. Updating the EOC Section Binder would mitigate the language variance.

Milpitas Municipal Code Title 1 Chapter 2 § 3.10 provides the purchasing agent authorization to suspend competitive bids and purchasing allowance exceeding \$20,000 upon a finding that such purchases are required for the immediate preservation of the public health, safety, or welfare and that there is an immediate or imminent emergency. City Council is required to review and approve these procurements at the succeeding meeting. In March 2020, the City's Purchasing Agent promulgated the Federal Emergency and Federal Grant Procedures, which conform to the procurement standards in the Uniform Guidance, codified at 2 CFR Sections 200.317-200.326. These procedures were subsequently adopted by the City Council by Resolution. Since promulgation, staff follows the federal and local procedures depending which procedures are more restrictive. Regulation and doctrine that provides guidance in developing an effective disaster cost recovery program includes 2 CFR 200, the Public Assistance Policy and Program Guide, the California Disaster Assistance Act (Government Code [GC] §§ 8680-8692), and Title 19 of the California Code of Regulations.

OES provides EOC Section Binder content guiding EOC staff in the performance of their duties during EOC activations. The Finance Chief is tasked with ensuring finance staff obtain and maintains documentation for purchases, time keeping, costs, claims, and other financial documents. The subunits in Finance are directed in similar tasks of collecting and managing of documentation related to disaster costs. However, the procedures do not provide details describing how to store the material (electronic, scanned, physical), the location of document storage (EOC server, WebEOC, file boxes, cabinets), records management (access to records, file name management, numbering), ownership of records retention and management, back up and security of records, etc. Procedures should be updated to ensure staff has direction in how to manage these documents to ensure availability supporting future scrutiny and audits.

The EOP does not address expedited fiscal decisions. CPG-101 doctrine recommends incorporating into the Basic Plan portion of an EOP a section titled Administration, Finance, and Logistics. This would contain a list of relevant City policies to ensure EOC



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staff are aware of their application in a disaster. The EOP does follow the CPG-101 framework although missing this component.

The *California Emergency Services Act* (ESA – GC §§ 8550 et seq.) addresses emergency management matters. This act provides the legal framework for emergency management for both state government and local government. *Section 8610* addresses plans, powers, rules and regulations for local emergencies. *Section 8615* provides for local government mutual aid procedures.

Milpitas Code of Ordinances Chapter 1 establishes the “emergency organization” in Milpitas. Chapter 1 Section 4.01 appoints the City Manager to serve as the Director of Emergency Services. The ordinance further establishes the role of Assistant Director of Emergency Services and the Emergency Services Coordinator, both appointed by the Director of Emergency Services. Roles and responsibilities of these positions are identified in ordinance.

Procedures or policies have not been identified that would guide OES in monitoring legislative or regulatory change. It is likely, the City is monitoring legislation affecting the City however OES should ensure awareness of emergency management related changes. Recent statutory requirements in inclusive emergency planning demonstrate the need to maintain ongoing awareness of new demands on the emergency management program. Specifically, one recent example, AB 477 amended the ESA in 2019 via GC § 8593.3 requiring access and functional needs considerations in future plan updates. Recent ADA lawsuits have challenged jurisdictions across the country in accessible alert and notification, mass care, shelter, evacuation, and planning. Currently, the EM program uses informal methods to monitor for regulatory and legislative changes.

3.2.2 Recommendations

Recommendation 7: It is recommended that the City ensure department level procedures are consistent with those of the City and requirements. Furthermore, this analysis should evaluate City disaster cost recovery policies and practices to ensure consistency with state and federal requirements. Non-compliance with state and federal reimbursement program eligibility requirements can result in denial of reimbursement or repayment of advanced reimbursement funds. It is recommended that the City consider utilizing subject matter experts with experience in submitting cost recovery claims / project worksheets in all FEMA Public Assistance Categories and from multiple disaster events to provide



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guidance. The financial recovery process routinely challenges jurisdictions across the nation often resulting in reimbursement denials.

Recommendation 8: It is recommended that OES, in coordination with the Finance Department, research to ensure department level procedures are consistent with those of the City. Additionally, this analysis should evaluate City disaster cost recovery policies and practices to ensure consistency with state and federal requirements. Non-compliance will result in denials of State and Federal reimbursement or repayment of advanced reimbursement funds.

Recommendation 9: It is recommended that Finance Department staff dedicated to EOC or incident support roles be provided disaster cost recovery training.

Recommendation 10: It is recommended that OES and the Finance Department ensure purchasing manuals, procedures, and any guideline be consolidated and made available in printed and electronic format in the EOC for immediate accessibility to EOC staff, and state and FEMA representatives.



3.3 Hazard Identification and Risk Assessment

Hazard identification and risk assessment form the basis for prevention, protection, mitigation, and response preparedness activities. Risk assessment considers probability of hazard occurrence, vulnerability to the harm presented, and possible consequences should the hazard occur. The Operational Area local hazard mitigation plan (LHMP) is multi-hazard, identifying a broad list of potential hazards and vulnerabilities facing Milpitas. This is a countywide, multi-jurisdictional plan that includes the City of Milpitas, providing a coordinated approach to a collective understanding to hazard analysis.

3.3.1 Current Status

The City of Milpitas is subject to a range of natural and human-caused hazards. Earthquakes, landslides, flooding, infectious disease, and severe weather pose the greatest threats to Milpitas. The majority of Milpitas has at least a moderate susceptibility to liquefaction including areas traversed by major transportation corridors with western portions of the City experiencing high to very high liquefaction risks.

The City participates in the Santa Clara Operational Area Hazard Mitigation Plan. This LHMP is a multi-jurisdiction collaboration examining hazards and mitigation opportunities from both the regional and local levels. The LHMP includes a comprehensive risk assessment facing the jurisdiction. The mitigation plan is updated every five years in compliance with the Disaster Mitigation Act of 2000 and FEMA regulations and guidance. In addition to the hazard analysis contained within the mitigation plan, the second half of the 2012 EOP is dedicated to a threat assessment specific to Milpitas.

The LHMP is where a jurisdiction conducts and compiles a detailed analysis of the hazards that could impact its communities and infrastructure.

Figure 1. Hazards of Concern for the City of Milpitas, Alphabetical order by type¹⁴

Natural Hazards	Human-caused Hazards
Drought	Cyber
Earthquake	Dam and Levee Failure
Flood	Hazardous Material Incident
Landslide	Infectious Disease
Severe Weather	Terrorism
Wildfire	

¹⁴ Santa Clara County, "Santa Clara Operational Area Hazard Mitigation Plan, Volume 2," September 2017.



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Milpitas is considered susceptible to all the hazards in Figure 1. The highest profile hazard facing Milpitas is earthquake (the recent global impacts due to COVID-19 have presented a clear hazard to the City, see next page). This is largely due to the proximity and exposure to multiple faults running through Santa Clara County and surrounding Milpitas. The Hayward Fault running south to north just east of Milpitas is a hazard priority throughout the San Francisco Bay Area due to its increased chance for seismic activity in combination with its overlap with heavily populated areas. Other significant faults posing a threat to Milpitas include the Calaveras Fault, San Andreas Fault, Silver Creek Fault, and the Mission Fault. Additionally, severe weather has demonstrated a history of creating complex incidents in the region in recent years, including the historic rainfall amounts in 2017. These threats have been well documented and studied as a part of a comprehensive review of natural hazards facing Milpitas in the Operational Area mitigation plan.

Figure 2. Bay Area Significant Faults¹⁵



While Milpitas is not on the coast, given its proximity to the coast and the San Francisco Bay, its elevation, the effects and consequences of sea level rise cannot be ignored in ongoing hazard analyses. The climatic adaptations have been noted in the Santa Clara

¹⁵ Santa Clara County, "Santa Clara Operational Area Hazard Mitigation Plan, Volume 1," September 2017



Operational Area Mitigation Plan but still need to be considered as to how these effects will influence vulnerabilities and consequences. Potential impacts to the City's domestic water, underground utilities, and other key infrastructure all may require additional planning consideration. Other climate adaptations may generate potential impacts such as changing precipitation patterns that will likely impact demands on stormwater management.

The cascading effects from neighboring jurisdictions or larger regional events additionally pose threats to Milpitas. The City is located near Levi Stadium, a sports venue, and could see secondary or related impacts from an incident at these facilities. High occupancy events with many attendees that may not be local could add complexity to a response that is already impacting residents. Threats and hazards resulting in actual incidents in other jurisdictions may create secondary or support demands on Milpitas such as the reception of evacuees.

The threat posed by large-scale pandemics has been demonstrated firsthand and deserves greater attention in planning and emergency management program development. COVID-19 has shown to be an extended duration incident that has occurred simultaneous to other emergencies and has resulted in substantial consequences to the community and the City organization. The cascading socio-economic impacts to the community alone will have repercussions that will remain for years. While the focus in emergency planning and response preparations have been aimed at hazards listed previously, it is clear that an elevated threat awareness and dedication to planning be focused on threats generating regional, national, and global impacts. COVID-19 has proven that coordinated planning across multiple disciplines and emergency management concepts are necessary to address the complexities of infectious disease events and the economic and community consequences that result. These shared challenges were experienced among jurisdictions across the nation as the nature and scope of the threat was unprecedented. The City should be commended for the just-in-time efforts made to ensure an effective delivery of service was provided to the community and will benefit further with the inclusion of lessons learned and best practices into ongoing emergency planning.

3.3.2 Recommendations

While demographic and community factors are considered in the Santa Clara Operational Area Mitigation Plan for the purpose of hazard mitigation planning, there is no regular city-wide review of hazard risk that leverages the expertise and community knowledge of City departments and partnering agencies. The mitigation plan operates on a five-year cycle and primarily focuses on natural hazards. Engaging



in a maintenance cycle of hazard analysis specific to the jurisdiction will better enable planning considerations for EOP, Continuity, and Recovery planning. It can also help formulate solutions for capital expenditures that include mitigation measures where a hazard or threat might later undermine that investment without them.

Recommendation 11: The emergency management program should consider incorporating the threat assessment principles contained within Community Preparedness Guide (CPG) 201 to ensure the hazard analysis in the EOP adequately addresses the necessary elements of threats, hazards, risk, vulnerabilities, and consequence. The use of a Threat and Hazard Identification Assessment (THIRA) was not identified. THIRAs are another form of threat and hazard assessment frequently used to understand risk and demonstrate capabilities or gaps in a jurisdiction's response capabilities to address those risks. THIRAs tend to address threats beyond the natural hazards identified in the mitigation planning hazard assessment. Coordination and collaboration with regional bodies such as the Northern California Regional Intelligence Center (NCRIC) or the Bay Area Urban Area Security Initiative (UASI) will likely result in added THIRA value.

Recommendation 12: The LHMP process included a hazard analysis to include consequences that address multiple disaster related issues. The threat assessment in the EOP and that of the LHMP should be coordinated in future EOP updates. The existing threat assessments provide valuable information in identifying hazards and vulnerabilities. There are areas for future analysis that will aid in decision making in disaster events such as health and safety of the community, continuity of operations, supply chain management, critical infrastructure, and public confidence.

Recommendation 13: OES should leverage the findings discovered as a result of a city-based local hazard analyses and threat assessment to incorporate vulnerabilities and potential consequences into continuity planning. The threat assessments and hazard analyses should be used to make informed planning decisions regarding how specific hazards may drive continuity of operations and continuity of government activities.

Recommendation 14: OES should leverage the findings discovered as a result of local hazard analyses and threat assessments to incorporate vulnerabilities and potential consequences into pre-disaster recovery planning. The review should address changes to the hazards list as well as demographic, property and infrastructure, economic/business, and environmental changes that could affect the likelihood of hazard occurrence and vulnerability to identified hazards. The local hazard analysis should address potential impacts and relationships to the delivery of services; impact to infrastructure; impact to the environment; economic condition of the City, social



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service needs, organizational financial integrity, and public confidence in City government.

Recommendation 15: OES should include in the City's local hazard analysis the consideration of potential impacts resulting from climatic changes on hazards, natural resources, and infrastructure in the City. Findings from this analysis should be made available to inform City development, mitigation, response, and recovery planning activities.

Recommendation 16: The City clearly understands the threat that earthquakes pose to Milpitas. Hazard analyses and threat assessments have been included in the EOP and hazard mitigation plan. The gap between the assessment and operational procedures needs to be bridged. OES should ensure hazard specific appendices are added to the EOP identifying operational and strategic considerations necessary to effectively manage an earthquake event.

Recommendation 17: With the absence of an independent THIRA, OES should ensure communication pathways are open and maintained with regional agencies maintaining threat assessments in technological and human caused events. These assessments are routinely managed by regional fusion centers or law enforcement entities as these assessments are often protected information.

Recommendation 18: OES should ensure staff is designated to gain and maintain authorization as an "Authorized User" in the Protected Critical Infrastructure Information (PCII) program through the US Department of Homeland Security. This will better ensure sharing of critical infrastructure information in relation to local threats and hazards by eliminating access to information barriers.



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3.4 Hazard Mitigation

Hazard mitigation is the process used to reduce the loss of life and property by implementing actions aimed at lessening the impacts caused by disasters. A comprehensive and focused planning effort is necessary to address the understanding of the hazards that pose risk and the specific actions needed to reduce the vulnerability to those hazards. The ultimate product is the multi-hazard mitigation plan. Locally, this is captured in the Santa Clara Operational Area Mitigation Plan.

The development of the mitigation plan further provides for the use of intentional strategies to protect people and property from future events. Specific mitigation projects are identified and inventoried in the plan with set objectives of how these projects will improve risk reduction. When FEMA approved, the plan is a condition for receiving specific non-emergency disaster assistance funding in support of mitigation project implementation. The effort placed into the mitigation planning process has the potential to draw substantial federal hazard mitigation funding into local projects.

3.4.1 Current Status

As referenced in Section 3.3, the City of Milpitas is a participating agency in the county-wide multi-hazard mitigation plan. The Santa Clara OA Mitigation Plan serves to provide a robust hazard analysis for the county and municipalities in addition to identifying mitigation projects that could be carried out to minimize or eliminate the impact of future disasters. The plan was last updated for FEMA submittal in 2017 and scheduled for the next update by 2022. The plan is reviewed annually with updated mitigation projects and plan elements. The City of Milpitas provided active representation throughout the planning process and actively engaged in project identification.

The City's inclusion and active participation in the county-wide mitigation planning process results in tremendous benefit to the City. The regional partnership provides better access to threat and hazard analysis information regionally. Disasters, and the consequences generated by disasters, do not adhere to jurisdictional lines. The regional approach allows for better understanding of events as they impact and overlap one another in addition to how they impact our home jurisdiction. Additionally, there is a maximizing of cost-effective planning by leveraging the resources of the collective group of agencies rather than independently developing overlapping planning processes.

The project team found the City of Milpitas to have addressed each of the elements identified in 3.4 Hazard Mitigation. Considerations in relation to threat and hazard



analysis were identified in the previous section 3.3 Hazard Identification and Risk Assessment. Among the specific successes found include:

- Santa Clara Operational Area Mitigation Plan Vol 2 Sec 8 - City of Milpitas - identifies jurisdiction specific considerations in the mitigation strategy, inclusion of repetitive loss considerations, specific mitigation action planning, and identification of development trends.
- Santa Clara Operational Area Mitigation Plan Vol 2 Sec 8 - City of Milpitas - identifies jurisdiction specific mitigation projects in Milpitas that are prioritized and organized by hazard.
- Santa Clara Operational Area Mitigation Plan Vol 2 Sec 8 (table 8-4) - City of Milpitas – identifies the internal and contract staffing resources available to provide administrative and technical assistance to mitigation objectives.
- The Santa Clara Operational Area Mitigation Plan effectively utilizes the threats, hazards, and vulnerabilities identified in the hazard assessment conducted as a part of the 2017 LHMP planning process. The mitigation strategies and actions are tied to the hazards as a part of their categorization.
- The planning process in the development of the Santa Clara OA Mitigation Plan included active City representation. The planning process incorporated a thorough research and collaboration-based approach to drive plan development.

3.4.2 Recommendations

The City's active participation in the county-wide mitigation planning effort has demonstrated a coordinated approach to ensuring the City's mitigation strategies are consistent regionally. At the same time, the City's active engagement in this on-going activity has placed focus on mitigation strategies and projects that are designed to minimize the effect of future disaster events. The City has committed to this effort and demonstrated a track record of mitigation needs analysis, mitigation project planning, and hazard assessment/vulnerability assessments.

Recommendation 19: The City should continue to actively participate in the county-wide approach to mitigation planning. These planning efforts should be made available to benefit the production of other emergency plans in a consistent and well-coordinated manner.

Recommendation 20: The City should place an emphasis on ensuring OES dedicates effort in coordinating the various hazard analyses on-going to ensure consistency of information and deconflict the findings that are inconsistent.



3.5 Prevention

The prevention of identified threats and risk utilizing documented strategies, procedures, and plans are a critical element of an effective emergency management program. This component relies on the coordination of activities occurring in the other program elements to ensure critical information is made available to assist in pre-response and response actions. Prevention activities include the inclusion of threat assessment information, incorporation of intelligence and surveillance, effective exchange of information (frequently this information is secured), and stakeholder relationship building. The challenge for many emergency management programs is to develop standard procedures and stakeholder buy-in that effectively incorporate sensitive information into the decision-making process for EOC activation and response management needs.

3.5.1 Current Status

The City of Milpitas utilizes multiple methods in the prevention of incidents. The City participates with the Bay Area UASI and tools administered by the UASI such as the California Common Operating Picture known by its acronym, CalCOP. CalCOP provides for a multi-jurisdictional platform for data sharing that is utilized by UASI programs statewide and coordinate on a statewide basis. The City additionally coordinates with the Northern California Regional Intelligence Center (NCRIC) in intelligence sharing and prevention activities. The NCRIC serves as the regional fusion center to receive information, investigate, validate, and disseminate to appropriate agencies, primarily with a terrorism focus.

The City has access to hazard and risk analysis information from multiple sources that add to overall prevention capabilities. These include the Bay Area UASI THIRA, Operational Area LHMP, and City EOP. However, procedures have not been identified demonstrating the connection of creating or implementing processes in the prevention of incidents. Procedures have not been found in support of the exchange of information related to prevention activities addressing specific threats or the sharing and handling of intelligence prior to or during EOC operations. These activities are often contained in law enforcement agencies and fire departments. To ensure a comprehensive hazard analysis supporting assessing resource needs, public messaging preparation, EOC support requirements, training development, and other operational support elements, it is crucial that the emergency management program be included in procedures and coordination efforts of prevention actions.

Internal department policies provide operational guidance in prevention measures. Tracking of information tends to reside in proprietary systems not readily available to



emergency management applications. Considerations include the utilization of relevant information in the course of planning, response, and recovery activities. The coordination of prevention activities and ultimate response needs are not clear among departments with prevention roles. Interviews indicated that this information is not readily available and shared due to system constraints, lack of procedures, and the evolution of this being a normal manner of conducting business.

3.5.2 Recommendations

Organizational responsibilities and actions involving incidents addressed in the prevention element are typically focused in terrorism or other intentional threat-based incidents. Preparing for these types of incidents often demand a higher level of sensitivity and protection of information shared. However, these limitations of sharing information among response partners can lead to incident management challenges when the incident becomes multi-organizational, multi-functional, or multi-discipline. Collaborating within legal allowances with the emergency management program will better enable the City to activate an EOC in a manner best equipped to support these sensitive incidents.

Recommendation 21: The City should develop procedures or policy to ensure that OES is included in coordination efforts regarding prevention activities occurring in City departments. This coordination will better inform OES to develop relevant training and exercises, ensure appropriate resources are made available during disaster operations, and plan for incident management scenarios involving terrorism or other human-caused events.

Recommendation 22: The City should develop procedures or policy to ensure that agencies responsible for intelligence-sharing and prevention activities routinely coordinate with OES to best position EOC capabilities to support all types of incidents.



3.6 Emergency Planning

Establishing and maintaining current and comprehensive emergency plans is critical to ensuring the organization is best positioned to address the various complexities that will ultimately arise during large-scale or complex emergencies. Emergency plans provide for the foundation for which the emergency management program is built. Maintaining plans that have been developed and updated using a robust planning process inclusive of relevant threats, community considerations, stakeholder engagement, resiliency factors, geographic features, organizational capabilities, among others is critical to developing strategies and courses of action in preparation for disaster. Having updated and relevant plans allows for:

- The effective utilization of the incident management system
- Forming the basis to which staff are trained
- Identifies capabilities that are tested
- Providing guidance for the development of incident strategy
- Establishing a framework to evaluate organizational performance
- Developing confidence that organization performance will address the needs of constituents.

The jurisdiction's emergency plans provide strategies, courses of action, and consistency of approach. The process utilized in developing the plans will aid in gaining a better understanding of participant roles, capabilities, limitations, and resources that may be accessed. When effectively introduced into the organization, plans create the foundation of the emergency organization and a basis for socializing emergency functions throughout the entirety of the organization.

3.6.1 Current Status

The City of Milpitas has demonstrated the development of one of the key plans built in support of its emergency management program. This plan is the jurisdiction's EOP dated August 18, 2012. The program further demonstrated an EOP rewrite dated September 4, 2018 has been drafted but has not been moved any further beyond a draft plan. The 2012 plan is currently the adopted plan officially serving as the City's EOP. The 2018 EOP is in draft form and not approved or adopted by the City for use as the jurisdiction's EOP. Emergency function annexes are not included in the EOP. OES has acknowledged that the jurisdiction lacks a Continuity of Operations Plan and a Pre-Disaster Recovery Plan. As



noted above, the City does not have a strategic plan that addresses the emergency management program.¹⁶

3.6.1.1 Emergency Operations Plan

The existing EOP was completed in 2012. This document is the City Council approved plan that guides City response efforts during large-scale or complex incidents. The plan is a 49-page emergency plan with half of the document dedicated to a City hazard assessment. This document is missing numerous critical elements to effectively guide EOC staff and incident responders in disaster operations. The City has completed a more recent update to the 2012 document however, this has not been adopted. Gaps in the updated version include missing planning actions for the various emergency functions that will be required in emergency operations. The EOP provides a basis for which training serves to build organizational capacity. The hazard assessment provided demonstrates core threats facing the City including earthquake that would benefit from a focused hazard specific appendix included in the EOP to address response considerations to this specific hazard; other hazards would equally benefit such consideration. Gaps in EOP development further compromise the ability to gauge organizational effectiveness and consistency during exercises.

EOP Functional Annexes: The existing EOP does not contain references to organizational response strategies to specific emergency functions requiring independent and focused planning. The 2018 draft EOP establishes placeholder locations in Appendix A for the inclusion of future development of emergency functions. Content supporting these emergency functions have not yet been developed. These functions require different response strategies, resources, capabilities, and coordination needs demanding focused EOP Annexes to address these specific considerations. The 2018 draft EOP includes a list of 12 functional annexes (undeveloped) including:

- Annex A Animal and Pet Care
- Annex B Construction, Engineering, and Infrastructure
- Annex C Crisis Communication
- Annex D Debris Management
- Annex E Emergency Management
- Annex F Evacuation
- Annex G Financial Management and Cost Recovery

¹⁶ See EMAP Standard 3.1.1.



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Annex H	Logistics and Resource Management
Annex I	Mass Care and Shelter
Annex J	Public/Private Partnership
Annex K	Recovery
Annex L	Volunteer and Donations and Volunteer Management

The EMAP standard related to emergency response planning (Standard 4.4.3) lists 29 issues or functions that should be considered in an EOP. The Milpitas EOP functional annexes should include significant concept of operations appropriate detail plus job aides such as checklists and forms that can enhance City personnel's ability to fulfill roles in the specific emergency functions during emergency response and recovery. The following is a complete list emergency functions that deserve specific planning attention to effectively carry out emergency objectives:¹⁷

- Administration and finance
- Agriculture and natural resources
- Alert and notification
- Communications
- Critical infrastructure and key resources (CIKR) restoration
- Damage assessment
- Debris management
- Detection and monitoring
- Direction, control, and coordination
- Donation management
- Emergency public information
- Energy and utilities services
- Evacuation and shelter in place
- Fatality management and mortuary services
- Fire protection
- Food, water, and commodities distribution
- Hazardous materials
- Information collection, analysis, and dissemination
- Law enforcement
- Mass care and sheltering
- Mutual aid
- Private sector coordination
- Public health and medical services

¹⁷ See EMAP Standard 4.4.3.



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- Public works and engineering
- Resource management and logistics
- Search and rescue
- Transportation systems and resources
- Volunteer management
- Warning¹⁸

Neither the official Milpitas EOP (2012) nor the draft 2018 EOP addresses administration and finance in detail. The Finance Department has departmental procedures that address finance responsibilities during an emergency and will depend on support from other functional areas and departments to keep appropriate records and handle resources appropriately. The EOP does not include or reference procedures for emergency purchasing but does have some capability through purchasing cards (P-cards).

While the City of Milpitas does not have significant agricultural production, it has natural resources in terms of water, open spaces including recreational areas, and vegetation that offers aesthetic, temperature modulation, and environmental benefits. The EOP does not address agricultural and natural resources.

Neither the official Milpitas EOP (2012) nor the draft 2018 EOP addresses communications in detail. The development of a communications plan is critical to best plan for communication capabilities in disaster operations.

Protection and restoration of critical infrastructure is not noted in the existing EOP and only included in the draft 2018 EOP as a listed future emergency function to be developed.

Coordination with the private sector is not mentioned in the EOP basic plan or other documents. On a day-to-day basis, the emergency management program is expected to engage all stakeholders, including private sector organizations and non-governmental organizations (NGOs) in the emergency management program.

The EOP, in most cases, assigns responsibilities for functions that may be needed and engages the resources of City departments. In some instances, annexes could be more specific or clear with regard to responsibilities. With a functional approach to the EOP, particularly given the large number of functional areas addressed in the EOP, coordination across departments and functions is needed and is likely dependent on regular coordination meetings or training sessions.

¹⁸ See EMAP Standard 4.4.3.



The existence of mutual aid agreements is referenced generally in a few locations within the EOP and EOC documentation. Mutual aid agreements may be in place to address a variety of specific response capabilities (e.g., firefighting, hazmat response, medical surge). No catalog of agreements is included or referenced nor is responsibility for maintaining mutual aid agreements. This will be discussed in section 3.8.

3.6.1.2 Continuity of Operations Plan

The City of Milpitas does not currently have or maintain an adopted and socialized Continuity of Operations Plan/ Continuity of Government (COOP/COG) plan.¹⁹ The continuation of essential services, prioritization of services, business continuity practices, and the reconstitution of services are essential to identify and understand prior to the chaos of an incident. The lack of a COOP/COG presents tremendous potential for organizational challenges for the City should disaster strike and alter the capability to provide services or conduct operations. Issuing payroll, paying vendors, maintaining City electronic networks, addressing alternative work locations, and clear delegation of responsibility are just a few examples of potential problems that would cause difficulty in the City to maintain organizational integrity absent a plan of action.

COOP/COG are expected to identify and describe how essential City essential functions will be continued and recovered in an emergency or disaster. According to EMAP standards and federal guidance, COOP plans should identify lines of succession and delegation of authority for positions that support essential functions, and identify critical applications, communications resources, vital records/databases, processes, and functions that must be maintained or recovered to continue essential functions. A COOP should address alternate operating capabilities and facilities which can be combined in one plan or separate for each department. In addition, a COG plan, or COG elements of a COOP, identify how the jurisdiction's constitutional responsibilities will be preserved, maintained, and reconstituted. COG elements include identification of succession of leadership, delegation of emergency authority, and command and control.²⁰ City

¹⁹ The City drafted a COOP during the period of COVID-19 response efforts. This plan was not available during the plan review and assessment during this review. Assuming the COOP meets the essential requirements established in this assessment and/or doctrine such as FEMA's Continuity Plan Template for Non-Federal Governments, 2013, the missing COOP plan may be deemed complete.

²⁰ EMAP, "2016 Emergency Management Standard," Standards 4.4.5 and 4.4.6.



personnel should periodically train and exercise using COOP and COG plans as well as other emergency plans.

3.6.1.3 Pre-Disaster Recovery Plan

The City does not have or maintain a Disaster Recovery Plan. The recovery phase of a disaster has tremendous potential to present extensive and complex challenges that must be thoughtfully planned for and relevant strategies developed. These pre-event planning activities require tremendous amounts of time and effort to effectively accomplish a useful recovery plan. Examples of functions that require experienced and focused planning include short and long-term post-disaster housing, maintaining the economic integrity of the business sector, ensuring supply chains are maintained, conducting damage assessments, community rebuilding, infrastructure restoration, constituent support, and managing disaster finance activities. This is a key plan all jurisdictions should develop and maintain.

While the federal declaration process is a vital part of recovery from a large-scale disaster, the City can expect to be faced with issues that cross departments and sectors and that will be best decided and implemented with input from the broad community.²¹ The City does not have a recovery plan that broadly addresses how the City will organize to manage long-term community recovery from a significant disaster.²² The activities required of the City during disaster recovery are complex demanding processes to be taken not typically encountered by City staff and are surrounded by complex requirements. The need to dedicate focused plan and procedure development in preparation for disaster recovery should not be underestimated.

The Recovery Plan is intended to address short and long-term recovery from a significant incident. It outlines processes to gather damage assessment information for a request of a State of Emergency proclamation or federal Declaration of Emergency or Disaster declaration request and responsibility for designated personnel for key recovery assistance roles (e.g., Individual Assistance and Public Assistance). It includes forms for collection of damage assessment information. The recovery annex does not include a

²¹ See National Disaster Recovery Framework, FEMA, 2016.

²² EMAP Standard, Standard 4.4.4.



structure for guiding long-term community recovery with or without federal recovery assistance funding.²³

The lack of a Disaster Recovery Plan limits the findings of this assessment in this section to recommending the City engage in a collaborative and comprehensive recovery planning effort.

3.6.1.4 Debris Management Plan

The City does not have or maintain a Debris Management Plan. This assessment specifically highlights the need for a debris management plan as debris operations tend to demand significant levels of effort and knowledge in addition to encompassing substantial costs (on average 45-50% of total disaster costs).²⁴ The requirements for debris management are complex and frequently change. A comprehensive debris plan is tailored to the specific local considerations related to Milpitas and reflect the criteria that the City must follow that will better enable the City to fully leverage the assistance made available by the state and federal government post-disaster.²⁵

A Debris Management Plan should include details addressing roles and responsibilities of internal personnel and contract resources or locations for debris storage. Additional detail is needed to guide conduct of disaster debris operations. The plan should provide for locations for local landfills and/or possible Temporary Debris Storage and Reduction (TDSR) locations, and monitoring procedures. Debris management guidance and best practices further suggest the inclusion of:

²³ EMAP Standard, Standard 4.4.4.

²⁴ CalOES, "Debris Management," caloes.ca.gov.

²⁵ FEMA, "Public Assistance – Debris Management Guide," 2007



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- Policies regarding local responsibilities for post-disaster debris management,
- Position with responsibility for management/coordination of debris management operations in the City,
- Public information strategies,
- Facility from which debris operations will be coordinated, staffed, and where communications will be facilitated,
- Arrangements and procedures for collection and removal of disaster generated debris,
- Debris removal from private versus public property,
- Debris reduction and recycling,
- Procedures to ensure compliance with federal eligibility requirements,
- Priority roadways for clearance of debris,
- Locations suitable for debris storage,
- Sorting of debris materials,
- Contracted services,
- Procedures for monitoring debris management process and coordinating with county Debris Management Center.²⁶

Debris management planning needs to further include details addressing roles and responsibilities of internal personnel and contract resources or locations for debris storage. Additional detail is needed to guide conduct of disaster debris operations. The plan should identify locations and capacities for local landfills and/or possible Temporary Debris Storage and Reduction (TDSR) locations.

3.6.1.5 Whole Community and At-Risk Population Planning

Emergency planning must be inclusive of the entirety of the population served. Response and recovery actions must consider and identify strategies, response actions, resources, and information methodologies to maximize successful outcomes for the whole community. The whole community definition will include a wide variety of diverse populations and needs. Members of the community with disabilities, language barriers, cognitive impairments, homelessness, transportation dependent, cultural considerations, or other issues will each require inclusion in community wide emergency planning. Specific considerations need to be planned for such as alert and notification, evacuation, and sheltering will require focused and inclusive planning and procedure development to address these specific needs. In addition to the fundamental responsibility to inclusively serve the community in times of emergency, numerous state and federal laws, post

²⁶ FEMA, "Public Assistance – Debris Management Guide," 2007.



incident findings, state audits, and litigation against local agencies demonstrate the need to ensure an appropriate level of effort and collaboration is employed in at-risk population planning.

The existing EOP (2012) does not address whole community principles. The 2018 draft EOP also lacks access and function needs (AFN) considerations in emergency operations and planning. Considerations for individuals with various access and functional needs, cultural sensitivity, language barriers, older populations, and other segments of the community are not identified. Emergency planning must adhere to the American Disabilities Act and recent state law regarding inclusive planning and equal access.²⁷

The inclusion of AFN considerations in addition to specific cultural competency²⁸ need to be included throughout the plan within each of the operational elements. Additionally, throughout the planning process stakeholders representing AFN and whole community needs should be included in a collaborative manner to best ensure specific needs are addressed and identified.

3.6.2 Recommendations

- **Emergency Operations Plan**

Recommendation 23: It is recommended that OES engage in a comprehensive planning process to develop an updated EOP adhering to guidance provided by federal planning doctrine (CPG-101) to ensure the City is best situated to respond to large-scale and complex incidents. The 2018 draft EOP may serve as a base document as it better adheres to the CPG-101 formatting and methodology. However, the 2018 draft plan is lacking in emergency function planning, stakeholder engagement, and inclusion of AFN and cultural competency. The planning process leading up to the development of the emergency plan must include all the steps identified in the planning process described within CPG-101 Chapter 4. In particular, the formation of a collaborative planning team is crucial in stakeholder inclusion and buy-in including representatives of City departments, partnering government entities, community groups, private sector, faith based, and AFN organizations.

Recommendation 24: It is recommended OES engage in a comprehensive and collaborative planning process to ensure the emergency functions identified in EMAP standard 4.4.3 are developed and included in the Milpitas EOP.

²⁷ GC § 8593.3

²⁸ GC § 8593.3.5



Recommendation 25: In developing emergency functional annexes, it is recommended that priority be placed on: Alert & Warning, Communications, Donations Management, Emergency Public Information, Evacuation, Mass Care & Shelter, and Volunteer Management.

- **Continuity of Operations Plan**

Recommendation 26: It is recommended that OES engage in a comprehensive planning process to develop a Continuity of Operations Plan (COOP) to best ensure the City is best situated to maintain essential services and continue operations in the midst of chaos and crisis. Business continuity planning principles should be incorporated into this process.

Recommendation 27: It is recommended OES identify and review designated alternate operating locations to address the need for alternate operating capabilities in the case of an incident that significantly damages or disrupts access to all of parts of City Hall and other City facilities.

Recommendation 28: OES should develop a training and exercise program focused on continuity of operations and continuity of government based on findings of the completed COOP Plan. The training program should establish that City departments would regularly train and exercise personnel regarding continuity roles and responsibilities and test alternate facilities.²⁹

- **Disaster Recovery Plan**

Recommendation 29: Through an inclusive planning process, the City should develop a comprehensive Disaster Recovery Plan that identifies recovery planning roles and priorities, a structure that provides for broad stakeholder and community involvement and input, and transition from short-term recovery into intermediate and long-term recovery. It is recommended that the plan adhere to guidance provided within the National Disaster Recovery Framework (NDRF).

Recommendation 30: OES should ensure recovery functional elements defined within the NDRF are included and developed through a collaborative and comprehensive

²⁹ Continuity Guidance Circular (CGC), FEMA, 2018.



planning process. At a minimum, the functional elements should include specific planning for short- and long-term recovery planning, public information and messaging, operational coordination, organizational and community economic recovery, health and social services demands encountered during disaster recovery, post disaster housing, infrastructure systems repair and restoration, and recovery of natural and cultural resources.

Recommendation 31: OES should develop procedures to support the activation, management, and de-activation of recovery support activities to include Local Assistance Center operation and extended Family/Victim Assistance Centers.

Recommendation 32: OES should coordinate with Building Safety and Housing and community partners to develop a Disaster Housing Strategy including locations within the City that will be most appropriate and efficient for disaster relocation housing, including consideration of access to water and utility services and sanitation infrastructure. This strategy should include considerations of transition from emergency shelters to short- and long-term housing and inclusion of at-risk populations (including homeless populations).

- **Debris Management Planning**

Recommendation 33: OES should develop a comprehensive Debris Management Plan.

Recommendation 34: OES should initiate procurement actions to identify and select debris contractors in advance of a disaster to ensure adequate and cost-effective resources are available in events requiring disaster generated debris clearance and management.

Recommendation 35: Convene a working group led by OES or Public Works to develop the City's Debris Management Plan in coordination with the Santa Clara County Debris Management Plan and incorporate state and federal guidance. Areas of additional information that should be addressed in the Debris Management Plan include:

- Organizational structure of debris operations, including designation of a debris manager
- Health and safety strategy and procedures
- Identification of priority roadways, facilities, etc., within the City for response operations



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- Identification of contract resources
- The process for Identifying of TDSR locations consistent the California Environmental Quality Act (CEQA)
- Documentation requirements
- Procedures aligned with eligibility requirements specific to the FEMA Public Assistance Program and Policy Guide³⁰
- Procedures that address monitoring of debris management process

- **Whole Community and At-Risk Population Planning**

Recommendation 36: OES should incorporate AFN and whole community considerations within the body of each of the emergency plans developed and maintained by the emergency management program.

Recommendation 37: OES should include in the plan methodology and in procedure to identify AFN and whole community stakeholders, develop contact lists, and routinely include AFN stakeholders in the emergency planning process for each of the plans maintained by the City.

Recommendation 38: OES should implement a private sector working group with representatives from key private sector organizations, privately owned critical infrastructure, and relevant City departments (e.g., OES, Economic Development, Public Works, Planning) to discuss and recommend options for integration of private sector needs in preparedness, response, and recovery into City plans, procedures, and situational awareness.

- **Additional Planning Recommendations**

Recommendation 39: Donations and volunteer management are best coordinated by non-governmental organizations that address these issues in their day-to-day activities, but no agreements are referenced that indicate organizations that would be appropriate and available to coordinate these activities in the City of Milpitas. It is a good practice to identify and establish responsibilities of such organizations in

³⁰ FEMA 9500 Series Policy Publications, <https://www.fema.gov/media-library/assets/documents/111781>.



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advance of an emergency/disaster. Establishing the coordinated relationship with the County in these efforts as well will be important.

Recommendation 40: OES should identify and establish agreements with local volunteer and community organizations to assist with or manage volunteers and donations in a disaster. These should be identified in the preparedness phase and regularly reviewed and reaffirmed or updated.³¹

Recommendation 41: The City and OES should identify and establish a mechanism to include private utilities in City preparedness and response activities, including but not limited to participation in EOC functional area and a liaison representative in the EOC. Regularly update contact information for utility providers in plans and procedures.

Recommendation 42: OES should work with the County of Santa Clara to clarify and document plans and processes for standing up sufficient emergency shelter capacity, including facilities, supplies, and staffing, based on City of Milpitas hazards and population.

Recommendation 43: OES should develop a power vulnerability plan to identify actions that would be taken in the event of long duration or large geographic service disruption. In light of recent fire mitigation based power disruptions, issues of disseminating public information, alerting, traffic signals/management, water pumping, business continuity, inter-organizational coordination, and vulnerable populations have demonstrated to have presented unique challenges agencies have had to respond to. Recent after-action reports have identified the need for specific planning in this area to address response demands and gaps.

³¹ See EMAP Standard, standard 4.8.6.



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3.7 Incident Management

Generally speaking, an essential part of an effective emergency management program is the use and socialization of an incident management system. This system provides the structure and process needed to analyze emergency situations and support clear and effective response and recovery actions. The system used should adhere to basic principles that will best facilitate incident management and coordination activities such as using a modular organizational structure, multi-agency coordination, manageable span of control, and common terminology. The use of this system needs to be supported with procedures developed aiding personnel in carrying out their responsibilities consistently and in compliance to system design.

In California, “[t]he Standardized Emergency Management System (SEMS) is the cornerstone of California’s emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act³² for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California’s emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational Area (OA) concept and Multi-Agency Coordination (MAC) process. State agencies are required to use SEMS, and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the State’s disaster assistance programs.”³³

Moreover, “[i]n addition to the Standardized Emergency Management System (SEMS), the State and its political subdivisions are responsible for compliance with the requirements of the National Incident Management System (NIMS) as defined in the Homeland Security Presidential Directives. The State promotes and encourages NIMS adoption by associations, utilities, non- governmental organizations (NGO), private sector emergency management, and incident response organizations to enhance emergency management effectiveness. SEMS and NIMS are designed to be compatible and are based on similar organizational principles.”³⁴

³² Government code § 8607(a)

³³ California *State Emergency Plan* (2017), pp 21

³⁴ California *State Emergency Plan* (2017), pp. 24-5



3.7.1 Current Status

The Emergency Operations Plan establishes that ICS, the Standardized Emergency Management System (SEMS), and NIMS are applied in Milpitas as the adopted systems used to manage incidents. The EOC organizational structure and identified positions displayed in the EOP conveys a construct based on ICS. EOC positions are based on ICS and adapted to fit the needs and organizational features of the City.

The 2012 EOP identifies that Milpitas utilizes ICS in the field setting and that SEMS and NIMS are utilized to manage incidents at the EOC level. Milpitas Municipal Code of Ordinances establishes the program will develop plans and mutual aid agreements in compliance with SEMS.³⁵ Emergency plans that have been developed embrace the utilization of SEMS and NIMS, which, again, include ICS. Plans that have not been developed or remain incomplete, including addressing specific emergency functions, continuity of operations, disaster recovery, and supporting procedures, compromise the City's capabilities to perform effective incident management.

As stated previously in Section 3.0 and, in more detail, in Section 3.1.1, the City has established an FTE classification titled Emergency Services Coordinator (ESC). The ESC position description states the position is responsible for managing the EOC and coordinates the disaster response and crisis management activities. Milpitas Municipal Code provides that the ESC is responsible for the day to day operation of OES. The EOP is silent on the role of the ESC. Specific reference to having responsibility for and maintaining the implementation of SEMS and NIMS is not identified. It is assumed, but not specifically stated that these responsibilities include the maintenance of SEMS and NIMS and that plans, procedures, and response actions are consistent with their precepts.

OES has developed EOC section specific procedures contained within section binders. Included are roles and responsibilities of the positions contained within the EOC section. The response organizational structure and EOC positions are developed in a manner that are supportive of utilizing SEMS and NIMS. OES has successfully integrated SEMS and NIMS into the training and exercise events conducted in addition to the plans that have been developed to date.

The EOP provides general description of SEMS and NIMS coordination in the course of incident management. EOC section checklists establish general tasks establishing communications with some field and department staffing resources. The lack of EOP Functional Annexes and associated procedures allow for a greater potential for

³⁵ City of Milpitas, "City of Milpitas Municipal Code of Ordinances," Chapter 1 § 3.02.



communication challenges and limit the awareness of situational coordination activities required of EOC staff to support incident operations.

EOC procedures including the Planning Section checklists establish that the development of an EOC Emergency Action Plan (EAP) as a core responsibility. OES has developed EAP templates for use in EOC activations that contain core forms and content modeled from standard ICS forms 201, 202, 203, 204, 209, 211. Additionally, WebEOC contains EAP document building capabilities made available to EOC staff.

Conflicting EOC procedures within the Operations Section were observed. The Law Branch Checklist tasks the section chief with confirming communications between the EOC and law enforcement field personnel is established. The Fire Branch checklist contains the same tasks. No identical procedures are found for other City departments and functions. Public Works, Care and Shelter, Damage Assessment, Debris, and other roles will have field assets requiring communications for operational effectiveness, mission control, and personnel safety.

3.7.2 Recommendations

Recommendation 44: OES should inventory existing procedures related to emergency management and EOC activities. This should include coordinated review of departmental emergency procedures citywide to identify gaps, conflicts, and needed updates. All relevant procedures should be made available both within the department, at the EOC, and electronically in WebEOC.

Recommendation 45: OES should update EOC procedures addressing the communication and coordination between field assets and the EOC function to ensure all functions are included in communication methods. Procedures for functions and departments outside of law enforcement and fire such as shelter operations, debris management, and damage assessment will need procedures that establish effective coordination with the EOC. This is critical for mission management, common operating picture, and situational awareness.

Recommendation 46: OES should engage in plan development of emergency function annexes to the EOP (as provided for in Section 3.6) which will build a basis for specific operational procedures. These procedures will provide detailed guidance and expectations of EOC staff in carrying out objectives during emergency operations. The



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success of implementing the incident management system will depend on procedures to ensure consistent operational approaches, a foundation to train and exercise, and metrics to evaluate performance.



3.8 Resource Management, Logistics, & Mutual Aid

Resource management includes activities that are carried out prior to, during, and following the impact of a complex incident. In order to best ensure that people, supplies, equipment, and services are on hand when needed, OES needs to incorporate a number of critical actions into planning activities. The program must identify the resource requirements expected based on the hazard analysis conducted and the consequences that would likely occur. Existing inventories of internal resources and resources accessible via contract or agreement need to be conducted and maintained. These inventories should be analyzed to determine shortfalls and developing an understanding of where to plan for alternative resource acquisition methods.

Pre-event planning for resource management is crucial to developing strategies and methods to meet the logistical needs of responders to accomplish their emergency response objectives. While managing inventories and actively supporting emergency operations, having a system in place is important to maintain control and promote meaningful situational awareness. The system should be able to support the mobilization, dispatching, ordering, tracking, and demobilizing of resources prior to, during, and following an event. It should also be able to address the management and tracking of donated resources.

Just like other elements of emergency planning, resource management demands an on-going maintenance posture. OES must continually monitor for changes in inventory, contract status, partner agreements (including mutual aid and mutual assistance agreements, fee-for-service agreements, etc.), key contacts, hazard analysis, among other factors. Change is a constant that, when ignored, will lead to a lack of awareness of unanticipated shortfalls when those resources are most needed. The maintenance of resource management requirements demands the program dedicate time and effort to ensuring visibility of conditions of logistical support to emergencies.

3.8.1 Current Status

The City does not have or maintain a Resources Annex to the EOP that includes procedures that direct comprehensive resource inventories and routine reviews/updates. EOC position checklists provide guidance to individuals in the performance of their roles within the Logistics Section of the EOC. Logistics processes and systems are included in the EOP in limited detail. An assessment has not been conducted to identify needed procedures to support obtaining internal or external resources. Processes for obtaining resources currently are managed through multiple independent efforts by departments, which is not optimal and can lead to disconnects, confusion, and duplication of efforts.



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The City provides position guidance to EOC staff in their roles relative to situation analysis, damage assessment, and advanced planning. These are guides to ensure that tasks are identified so that staff do not miss critical functions. Response actions and current conditions are captured as a part of the EOC Action Planning process. Procedures have not been identified that extend to how information is collected from the field, Department Operations Centers (DOCs), Incident Command Posts (ICPs), dispatch centers, etc. including the status or anticipated need for resources. Procedures have also not been identified that describe how information and tasking is disseminated to the field, DOCs, ICPs, and dispatch centers.

OES demonstrated that the City uses and maintains a resource management system. The City is a partner agency with the County of Santa Clara for the use of WebEOC, a crisis management software package that provides a common operating picture for end-users during an emergency. WebEOC contains resource management applications to order, track, document, prioritize, and schedule disaster logistics. The partnered use with the County allows for timely resource requesting and coordinated logistics management consistent with SEMS. However, departments are managing independent day-to-day resource tracking methods that must be coordinated when the EOC is activated. The independent departmental inventories are not routinely tracked in a centralized method such as WebEOC limiting enterprise-wide situational awareness of true resource inventories, gaps, duplication of resources, conflicting agreements, competition for resources, and other resource management considerations. Equipment and resource lists are maintained by each department but not accessible across departments. Departments have a range of equipment, supplies, and expertise that may not be documented or known to other departments. Limited EOC staffing will be challenged and delayed having to filter through multiple sources of resource information. Comprehensive resource planning needs to be completed to ensure the EOC has centralized access to vendors, types of resources, and contact information. In some of the cases, departments are tracking their resources using paper-based or a range of electronic methods. When the EOC is activated and resource management activities are required, significant time and effort must be redirected from direct incident support responsibilities to data entry and consolidating these disparate systems into a single resource inventory.

The primary system used at the time of an incident supported by an EOC activation is WebEOC. WebEOC relies on populated data to be effective. The City maintains internal resource inventories through multiple independent department efforts. There is no linkage between these inventories and WebEOC. The process of activating and deactivating resources is accomplished through communications with dispatch centers



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and direct communications from the EOC to resource owners. WebEOC is not used for dispatching but can be used to allocate resources and make assignments to those staff that have access to and are trained in WebEOC. This multiple mode process is tracked using WebEOC or via paper-based ICS forms (EAP). The lack of comprehensive resource planning and a dedicated Resources Annex limits the identification and development of needed procedures to guide staff in activating, dispatching, and deactivating resources.

EOC section binders provide guidelines in the use of WebEOC. These binders provide crucial assistance to EOC staff in navigating WebEOC. Interviews identified gaps in training and culturalization of WebEOC use. Applications such as WebEOC require routine use to best ensure user comfort levels. The added stress of incidents adds greater difficulty for EOC staff to effectively navigate a software platform they don't use on a regular basis. Increased opportunities to add familiarity among EOC staff would prove beneficial in successful usage of the system dedicated to maintaining situational awareness, developing incident action planning, managing resources, and coordination of incident objectives.

Related to the need for response to the recent threats of extended power shutoffs, the City should examine its vulnerability in terms of an extended power outage or disruption in fuel supplies. The City maintains fuel stocks at several locations in the City and a current inventory of fuel supplies. While ongoing contracts for additional or supplemental fuel supplies can be costly, collaboration among Public Works and Purchasing Division staff might identify means to quickly access additional supplies, which could be needed in instances in which multiple facilities rely on generator power.

Emergency functions such as Evacuation, Mass Care & Shelter, Critical Infrastructure Restoration, Debris Management, etc., require significant resources specific to the respective function. Resource needs analyses must be carried out to best ensure disaster operations are adequately supported with specific emergency function needs in mind. The development of a resource management plan and the development of specific functional annexes to the EOP will address these limitations.

Currently, resource gaps or shortfalls assessments occur at the department level independent of EOC strategic or operational planning. There is a lack of enterprise-wide situational awareness of true resource capabilities from internal City assets. Additionally, no assessment has been conducted to evaluate resources available to the City from outside the agency including community partners and the private sector. The City does not have or maintain a Resources Annex to the EOP which would provide a basis for



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analysis of resource needs in the course of disaster operations with consideration to specific hazards.

The City has contractual relationships with vendors and participates in mutual aid agreements. The City provided a spreadsheet containing 12 vendors with contact info. The list provided does not represent a collective inventory of necessary vendors to support the variety of goods, equipment, and services that would be required in addressing the threats presented in City sanctioned hazard analyses. Furthermore, there are no listings from the Procurement Division referencing competitively procured blanket purchase agreements (BPAs) better ensuring that disaster-related purchases take advantage of best-pricing under procurements more likely to meet the requirements of 2 CFR 200 when seeking federal reimbursement. There are wide gaps in identification of resources in all emergency functions. Assessments of resource gaps and shortfalls are necessary to fully determine needs and sources to aid in identifying needed agreements and contracting methods.

The City participates in a variety of mutual aid agreements (MAA) with partners for services and resources. The City is a signatory to the California Master Mutual Aid Agreement (CMMAA) and support and practice these agreements frequently. Local jurisdictions can benefit from establishing localized relationships to share resources under the aegis of the CMMAA. Lessons learned have demonstrated the City would benefit from completing a comprehensive citywide assessment to determine department specific local agreements. An assessment should also be completed to analyze resource gaps, resource needs due to threats/hazards, sources, partners capabilities, etc. to identify and initiate gaps in local agreements. The development of a comprehensive Resources Annex will provide a basis for initiating these efforts.

The City does not have or maintain a Resources Annex to the EOP or a Continuity of Operations Plan where facilities inventories would be located. A separate inventory of facilities has not been identified. During an event, the City will realize the need for a variety of facilities in support of disaster operations. This might include facilities for the use of shelters, staging areas, evacuation transfer points, commodities points of distribution, continuity of operations-based office relocations, debris sorting sites, warehousing, and incident management sites. Facilities need to be identified and evaluated to determine potential usage, capabilities, access, hazards, size, etc.

The City does not have or maintain a Donations Management Plan. The lack of planning efforts and development of procedures regarding donated goods limits the effective strategy development and operational capability of determining the decision to accept,



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criteria for acceptance, public messaging, reception/collection, inventorying, sanitizing, assessment for public health/safety, distribution, warehousing, disposal, coordination actions with partner agencies, service agreements, and other commodity management considerations. Donations present tremendous potential for immense challenges during the course of disaster operations. These challenges have proven to cause a significant distraction, a drain on resources, and an added level of effort during emergency operations in numerous events. At the same time, donations, when managed properly, can bring great relief to those affected. The Donations Management Plan should additionally address, supported by policy, the strategy of financial donations. The City currently has partnered with the County for the receiving for donated funds using community-based partners.

The City does not have or maintain a Volunteer Management Plan. Both affiliated and spontaneous volunteers will arrive and assist in emergency operations, and, despite a verified need for volunteer labor, there could be an operational and political cost if this energy is not successfully channeled. It will be critical to effectively validate, verify the credentials of, deploy, manage, logistically support, ensure the safety of, communicate with, track, resource, and oversee these volunteers. Management of volunteers traditionally turns into a massive operation that requires the coordination with community-based partners. OES provided media release templates addressing the opening of an Emergency Volunteer Center (EVC). However, there is a lack of procedures into the creation, build, management, logistics, operation, and closure of an EVC. It is critical that processes and procedures are developed to effectively incorporate volunteers into the objectives established by the EOC to ensure these resources are utilized in a coordinated manner. Careful tracking and documentation of donated resources will be essential in operational deployments and maintaining a focus on volunteer safety in addition to aiding the jurisdiction in accounting for its local share of the disaster costs for reimbursement.

The Resource Request Form (213-RR) specifies resource request limitations and authorities based on cost. Requests under \$5,000 can be approved by the EOC Section Chief. Requests greater than \$5,000 must be approved by the EOC Director. The EOC Operations Section Law Enforcement Unit, Fire Unit Checklist specifies that resource requests and mutual aid be administered with Police Chief approval. Single point of authority for resource acquisition presents single point of failure in absence of that specific individual. Ordering outside of identified procedure presents risk to withstanding future audits or disaster cost-recovery funding approvals. If someone other than the Chief is serving in the Section Chief role or is otherwise unavailable, wording may be better to indicate the Section Chief has the approval authority.



3.8.2 Recommendations

Recommendation 47: OES should develop a Resource Management Plan or Annex to the EOP addressing the management of resources. This plan should address the necessary activities required in preparation of an incident including but not limited to needs assessments, development of agreements, training, exercising, inventories, and storage. Response actions should be included in the acquisition, ordering, distribution, supply chain, tracking, and management of resources in support of operations. Further the plan should address demobilizing resources following disaster operations.

Recommendation 48: OES in coordination with department representatives responsible for EOC resource management functional areas should conduct an enterprise-wide inventory of assets that would be likely needed in support of disaster operations. This inventory should include internal City assets, existing agreements for resources, existing contracts, and other inter-organizational relationships for the acquisition of resource support. This inventory should be scheduled for routine evaluation and maintenance, it should further be made immediately available to EOC Logistics personnel in support of disaster operations.

Recommendation 49: OES, in coordination with department representatives responsible for EOC resource management functional areas, should review established hazard analyses to develop resource needs to address threats facing Milpitas. An ongoing schedule of evaluation of threats and resource needs should be scheduled for review and evaluation.

Recommendation 50: OES or the resource management functional area should review equipment and supplies needed for emergency response based on the resource needs assessment described above and prepare and maintain a priority matrix for consideration in budgeting, grant proposals, and contracting.

Recommendation 51: OES should establish an enterprise-wide resource management database that could be easily utilized in the EOC environment. This data set should be maintained in WebEOC or in a format easily uploaded into WebEOC. The dataset should be coordinated with departments citywide and maintained following a scheduled evaluation process.



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Recommendation 52: OES should increase the frequency of opportunities for EOC staff to become familiar with WebEOC through on-site and remote training deliveries. The City should establish a culture of importance for staff engagement in learning and skills development with WebEOC and other EOC related tasks as complementary or an extension of their normal duties.

Recommendation 53: OES should develop an inventory of facilities and available sites that could be used for disaster operations purposes. The inventory should include site capacities, contact methods, site limitations, access considerations, agreement specifications, and anticipated disaster role.

Recommendation 54: OES should develop a Donations Management Plan or Annex to the EOP addressing the management of donated goods and services.

Recommendation 55: OES should develop a Volunteer Management Plan or Annex to the EOP addressing the management of volunteers in disaster operations. This should include but not limited to the utilization of volunteers, the use of an EVC or processes to provide for the services of an EVC, the public messaging in support of volunteer operations, the coordination with volunteer organizations, and the tracking of volunteer service hours.

Recommendation 56: The City should develop a matrix for delegations of authority to approve expenses during disaster operations. The policy and procedures should ensure that a single point of failure does not exist in the approval chain forcing EOC staff to work outside of policy to acquire needed resources. The EOC procedures should not be solely reliant on the Police Chief or Fire Chief to make approvals unless appropriate delegation exists when these individuals are incapacitated or otherwise unavailable.

Recommendation 57: The City should examine its vulnerability in terms of an extended power outage or disruption in fuel supplies. This vulnerability analysis should include power disruptions to communications, water service, AFN impacts, traffic control, public information, coordination with utility, access to fuel supplies, vendor agreements in emergency situations, cooperative purchasing with other entities, facilities at risk of service disruptions due to de-energization and lack of generator capacity due to fuel shortage.



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3.9 Communications and Warning

This section assesses the jurisdiction's capabilities and resources in providing two distinct emergency functions – communications and community alert and warning. An effective emergency management program has plans and procedures in place to address community alert and warning, internal notification, communication systems and communication processes. This includes ensuring staff is capable of using and managing equipment and systems that allow agency personnel to communicate during emergency operations, establish interoperable capabilities, and develop redundant systems.

Recent emergency events throughout California have clearly illustrated the necessity to disseminate community alerts and warnings rapidly and with great precision. Immediate evacuations and other public safety alerts in response to no-notice emergency incidents require well planned procedures and clarity regarding roles and responsibilities. OES needs to have access to multiple methods of alerting residents to ensure maximum outreach is accomplished to the broadest population possible. This includes the applications and systems to mechanically deploy an alert, redundancy to ensure back-ups exist, policies governing use, testing of the system, and public outreach providing pre-event awareness of methods used to alert the public during emergencies.

3.9.1 Current Status

The City of Milpitas has partnered with Santa Clara County in establishing and maintaining a community alert and warning system. The emergency management program has demonstrated processes that exist to maintain a variety of warning, notification, and communications methods. Included in this inventory are the County's Everbridge based AlertSCC, authorized access to the federal Integrated Public Alert and Warning System (IPAWS), access to Nixle, and social media messaging using applications such as Nextdoor. MOUs are in place for access governed use to AlertSCC with the County and to IPAWS with the federal government. This multi-modal approach has developed over time with efforts independent from one another. There has been no comprehensive assessment or evaluation to drive a communications strategy or plan to be developed. The City does not have or maintain an Alert & Warning Annex to EOP or stand-alone Alert & Warning Plan. The lack of a comprehensive plan and associated procedures compromise consistent alerting, development of a strategic alerting program, and the absence of a frame to use in training and testing.

The City does not have or maintain a comprehensive Communications Annex to the EOP, a Communications Plan, or any procedures guiding the usage and maintenance of communications equipment. The emergency management program addresses using,



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maintaining, and augmenting communications processes and equipment through non-scheduled and non-documented informal practices. City departments maintain independent procedures and processes related to communications. No comprehensive strategy or plan exists guiding the communications function in emergencies including the management of communications equipment. The amateur radio organization Radio Amateur Civil Emergency Service (RACES) maintains an internal communications plan internal to their specific operations.

The communications systems used by City personnel are tested through a variety of methods. These tests are administered by various agencies and departments independent of one another. There are no known schedules or comprehensive notifications when these tests occur. Tracking and recording of test results are documented and retained in numerous formats depending on department or agency conducting the tests. The social media platforms are tested informally as a result of routine usage through regular community outreach efforts. IPAWS was tested once in 2018. The lack of a comprehensive communications plan and associated policies limit the coordinated communications strategy and approach. Following the development of a comprehensive communications plan, procedures can better be established to promote an effective communications capability in response and recovery operations.

The communications systems utilized by the City have demonstrated to be reliable. It is important to employ a comprehensive communications strategy to ensure the systems used and processes to implement the systems are coordinated and integrated to ensure redundancy is effective. The EOC demonstrated multiple methods of communication platforms used including radio, multiple frequencies, telephone, and electronic provide examples of redundant capabilities.

As the City does not have or maintain a comprehensive Communications Plan or Alert & Warning Plan, there are no guidance documents or independent plans/procedures addressing organizational notifications. No City policy or EOC procedures were found guiding internal notification processes. Notifications from OES are routed through the fire department chain of command through the Chief and to the recipients identified by fire department command. Absent a policy or procedure, this notification distribution method risks notification inconsistencies as changes occur in the chain of command. The police dispatch center maintains a list of EOC staff for notification from dispatch using Everbridge when requested. The development of EOP planning, procedures, and internal policies will better enable the City and OES to notify emergency management program stakeholders of emergency conditions and strategies vertically, laterally, and with other external partners. The recipients of notifications include jurisdiction elected officials and



executive staff that ultimately need to have accurate and timely information in order to make informed decisions. Prompt and coordinated notifications in coordination with OES is critical to initiating the information sharing with decision makers.

The City does not have or maintain a comprehensive Communications Plan or Alert & Warning Plan that allows for focused planning to ensure communication and alerting is designed for the threats and hazards of Milpitas. The EOP and the LHMP both provide extensive discussion in hazard analysis content. OES has developed “groups” built in Everbridge focusing on flood prone areas and fire hazard zones for specific targeted alerting in those areas. However, the lack of a comprehensive communications plan creates a void in connecting the hazard analysis with strategic communication planning needs.

The alerting and notification of the public employs AlertSCC, Nixle, IPAWS, media releases, social media, and manual methods. The lack of a comprehensive alert and warning plan limits the integration of hazard analysis findings to target at risk populations. Specific procedures have not been identified that guide geographic or demographic based alerting/notification methodologies. Additionally, procedures or plans have not been identified that specifically target the alerting and notification of populations with access or functional needs or populations with specific cultural considerations.

OES has engaged in partnerships adding redundancy and capacity to effectively issue and maintain a variety of warning, notification, and communications methods. The use of multiple methods provides a redundant environment for backup systems in the event of a system failure. The lack of a comprehensive communications plan and associated procedures limit the seamless integration of these independent back-up systems/processes.

3.9.2 Recommendations

Recommendation 57: OES should develop a Communications Plan or Annex to the EOP addressing the management of communication systems, equipment, and processes. The plan should further ensure that communication capabilities are designed for the threats and hazards identified in the hazard vulnerability analysis.

Recommendation 58: OES should develop an Alert & Warning Plan or Annex to the EOP addressing the management of community alert and warning systems,



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equipment, and processes. The plan should further ensure that alert and warning capabilities are designed for the threats and hazards identified in the hazard vulnerability analysis.

Recommendation 59: OES should conduct a coordinated review of emergency procedures addressing communications and community alert & warning to identify gaps, conflicts, and needed updates. All procedures should be provided to EOC staff, available within the EOC, and electronically in WebEOC. Procedures should ensure that OES is facilitating the coordination of activities and included in information sharing. Procedures should include but not limited to:

- Testing of Communications Equipment
- Testing of Alert and Warning Systems
- Maintenance of Communications Equipment
- Authorization for Launching of Community Alerts
- Notification of Elected and Executive Officials
- Management of Interoperable Communication Systems

Recommendation 60: OES should collaborate with community groups and subject matter experts to ensure the needs of at-risk populations and populations from different cultural backgrounds represented in the City that experience challenges in receiving alert and warning. The communications plan and alert & warning plan must incorporate the findings of a collaborative planning process.



3.10 Operational Procedures

Operational procedures, sometimes referred to as standard operating procedures (SOPs) or standard operating guidelines (SOGs), provide details about how an organizational or position function or role will be carried out. SOGs are gaining in popularity with emergency managers as they are inherently less prescriptive and, therefore, are adaptable to the nuances that characterize every major emergency and disaster. SOGs typically offer specifics and “how to” guidance that plans do not, and are a vital part of emergency operations since personnel may be asked to carry out functions that are more urgent or modified from normal operations or responsibilities and, most importantly, performed less frequently. It is critically important to ensure SOGs guiding EOC activities are developed and maintained as EOC positions and roles are practiced infrequently. SOGs go beyond simple position checklists and must also be developed to address functional processes and systems used in the course of incident support activities.

3.10.1 Current Status

OES has developed procedures in EOC position tasks, the activation of the EOC, demobilizing the EOC, EOC set up, social media usage, and WebEOC usage. Procedures or SOGs have not been identified that would support the management and operation of the necessary emergency functions that would be necessary during various disaster events. Examples (but not limited to) include procedures for alert and warning of the population, evacuation of large numbers of people, activation of mass care and shelter operations, damage assessment, situational intelligence information dissemination, etc. There is a lack in recovery-based procedures or guidance. The development of a disaster recovery plan will support the development of SOGs to aid recovery operations and management of longer-term disasters. Transition from shelter to housing, aiding businesses with permitting, provision of social and health services, creation of Local Assistance Centers (LACs) are just a few examples of recovery based SOGs that are lacking.

The procedures provided and identified for this assessment reflect operational priorities including life, safety, property protection. However, the missing priorities supporting emergency functions defined in CPG101 that are typically utilized in the EOP planning process limit the availability to procedural guidelines to response and recovery personnel. An update to the EOP with planning time spent developing emergency functions will provide a baseline to build SOGs to better support the corresponding operational priorities.

Damage assessment, debris management situation reporting procedures not identified. An Emergency Action Plan (EAP) template used in EOC activations was provided that is used to build the EOC Action Plan. EOC position checklists indicate responsible positions



for completion of the EAP and those that are tasked with providing input into the EAP development process. Procedures were not identified that provide instruction and methodology for EAP development using the template.

The procedures available for review do not make mention of operations or offer guidance towards supporting activities that address the Whole Community. SOGs (along with emergency plans) must ensure the Whole Community is included and the recent changes to the ESA as discussed earlier (GC § 8593.3 and GC § 8593.3.5, respectively). Comprehensive planning and operational guidelines along with integrated demonstrations of cultural competency will meet FEMA's Whole Community doctrine, comply with the recent changes to the ESA described previously, and drive better inclusivity in Milpitas as both intended.

City of Milpitas departments are responsible for developing and maintaining operational guidelines to carry out emergency/disaster-related responsibilities that address department mission activities; most departments maintain department standard operating procedures. Department procedures are maintained in hard copy; some departmental procedures also are available electronically. Department procedures are not necessarily shared or coordinated across departments. The potential for duplication of services, conflict, or inefficiencies exist when coordination of efforts is not maintained.

3.10.2 Recommendations

The EOC has a limited number of policies and operational guidance to guide staff in carrying out the mission of the EOC when activated. City departments have and maintain emergency operational procedures; however, procedures may not be coordinated across departments, and current complete versions may not be available in WebEOC. Maintained operational guidance are critical in guiding staff implement roles that are not routinely performed, ensure consistency in operational methods, provide a basis to evaluate performance, and maintains organizational and strategy integrity.

Recommendation 61: OES should inventory existing procedures related to emergency management and EOC activities. This should include coordinated review of departmental emergency guidelines to identify gaps, conflicts, and needed updates. Consideration should be made to adjust from "procedures" to "guidelines" to better infuse the flexibility and judgement EOC staff need to exercise in an emergency. All relevant operational guidelines should be made available both within the department, at the EOC, and electronically in WebEOC.



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Recommendation 62: OES should engage in plan development of emergency function annexes to the EOP (as provided for in Section 3.6) that will build a basis for specific operational guidelines. These guidelines will provide detailed yet flexible guidance and expectations of EOC staff in carrying out objectives during emergency operations. The success of implementing the incident management system will depend on guidelines to ensure consistent operational approaches with the flexibility to apply judgement as needed to address the nuances of the event. This will provide a foundation for training and exercises, along with metrics to evaluate the performance of the system (not people).

Recommendation 63: OES should engage in plan development of a disaster recovery plan and COOP (as provided for in Section 3.6), which will build a basis for specific operational guidelines in recovery operations and continuity actions. These guidelines will provide detailed direction and expectations of EOC staff in carrying out objectives during emergency operations. The success of implementing the incident management objectives will depend on guidelines that ensure consistent operational approaches, a foundation to train and exercise, and metrics to evaluate system performance.

Recommendation 64: OES should review all existing SOG to evaluate the inclusiveness of at-risk populations and populations representing cultural diversity to ensure the Whole Community is adequately represented in emergency operations and the City complies with the new provisions of the ESA.

Recommendation 65: OES should include the stakeholder participation of those representing the interests of at-risk populations when developing emergency plans and procedures. The program should further ensure these findings are incorporated into emergency plans, operational guidelines, and job aids.

Recommendation 66: The emergency management program should conduct a coordinated review of departmental emergency guidelines to identify gaps, conflicts, and needed updates. All departmental guidelines should be available both within the department, at the relevant Department Operations Center (DOC), if applicable, and electronically in WebEOC.



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3.11 Emergency Operations Center / Facilities

An effective emergency management program establishes and maintains facilities to conduct and facilitate communication, coordination, and collaboration that support complex sustained multi-disciplinary activities. The EOC serves as this physical location and is responsible for synthesizing and sharing information internally between City departments and externally with cooperators and stakeholders and coordinating resources to support field incident operations. This centralized facility becomes a coordination center that supports multi-agency and/or multi-jurisdiction response and recovery activities. In addition to the primary EOC location, best practices provide that jurisdictions further identify alternate locations that can support EOC operations to ensure a continuity of incident management should the primary facility be rendered incapacitated.

3.11.1 Current Status

OES maintains facilities that can effectively manage response and recovery activities for most incidents. Larger more complex incidents will likely require more capacity than is currently provided. The EOC configuration allows for 30 seated positions that would need to include space for any partnered agencies present for liaison/coordination purposes. The EOP identifies 15 primary positions for Management and General Staff positions plus select functional branches/and groups; however, this does not take into account for positions at the unit level. OES maintains independent position checklists for 32 EOC positions that better reflect the assignments to the unit level that would be necessary to manage functions such as situation status, cost recovery, resources tracking, procurement, etc. The needed update of the EOP will likely identify additional emergency functions that are not currently represented in the EOC structure.

Each incident will result in different demands and varied staffing considerations. The space allocated for the EOC will likely be sufficient for most incidents that are smaller, less complex, and involve fewer agencies. The layout of workstations and equipment limits the amount of open floor space. A large-scale activation would likely create environments in which multiple staff members on phones, radios, and conversation would generate significant noise levels. Larger more complex incidents will likely require more capacity than is currently provided. After action reports from multiple recent incidents have described smaller EOC staff compliments resulting in tasks not being completed, coordination less effective, and information not managed. The ability for expansion in the EOC is limited if expansion is necessary.

OES has developed procedures for the activation, operation, and deactivation of the EOC. OES provided a demobilization checklist to guide EOC deactivation. This checklist should



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be updated to include processes for WebEOC archiving, specific cost reimbursement document library activities, consolidation of individual electronic communications, etc.

Exercises have been conducted in 2017 and 2018. Exercises tested EOC check in/check out but no other activation or deactivation elements.

OES has identified facilities at the Police Department headquarters for the primary EOC and an alternate location at the Fire Department headquarters. The EOC is located within a critical public safety facility. The primary facility was built prior to a series of building codes resulting from earthquake events starting from the 1994 Northridge event and beyond. The location of the EOC and alternate EOC is in close proximity to both the Hayward and Calaveras Faults.

The emergency management program has identified the threat, hazards, and risks that exist throughout the jurisdiction in both the EOP and in the LHMP. The LHMP further examines the locations of critical facilities including the EOC in relation to risks. The EM program has not identified mitigation measures taken or planned for risks that threaten the EOC or other critical facilities. The LHMP does not contain a mitigation project dedicated to mitigation activities for facility improvements that would lessen the risk to the EOC being rendered unusable in an event that could undermine its habitability.

As stated previously, the EOC is co-located within the Police Department headquarters facility. Because this facility primarily serves routine law enforcement activities, it is consistently secured using physical, electronic, and human barriers. Entrances into the building and into the secured rear parking lot have physical security built into electronic access, locked doors, cameras, access-controlled gates. Law enforcement personnel are assigned at this facility. The physical location of the EOC provides a basis of security and the ability to further enhance security as needed.

The EOP does not reference an EOC staff position dedicated to a security function. There are no SOGs or position checklists found that guide security or assign the role of security. Consequently, there are also no operational guidelines found that address elevating security in situations that pose a higher threat. General Orders or other guidance may exist internal to the Police Department and should be used for reference and consistency. OES should coordinate with the Police Department to develop EOC operational guidelines that balance the need for security and the need for partner access.



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The EOC and alternate EOC can be accessed via numerous transportation routes. The EOC is located in close proximity to I-680 and I-880. Freeway access is within 1.5 miles, and can be reached using a variety of primary and secondary surface streets.

Parking availability is limited for the augmented staffing required to operate an EOC. The Police Department facility has 20 spaces open to the public and limited parking behind secure gates. The Public Works facility immediately to the south of the EOC has 39 accessible parking spaces (availability subject to public works staff usage). Parking challenges would likely occur in large-scale activations to support partner agencies, media, and support equipment. Additionally, it is likely in expanding incidents that additional Police Department personnel would be called back to duty placing added demand for limited parking.

In situations demanding expansion of EOC capabilities and facility space, there is limited space that could be made available to add to EOC capacity. The EOC, being located within the Police Department headquarters facility, is in competition for space with critical Police functions. Police staff including the dispatch center reside on the same floor and immediate proximity to the EOC. Dispatch is a critical function in an emergency, not conducive for shared use or displacement. There is limited available square footage that could support EOC expansion when larger incidents demand greater EOC capability. There are some small offices and meeting room space that could become available for expanded operations but would displace staff supporting daily Police Department operations or supporting disaster-related activities. Locating the City EOC at the Police Department headquarters also limits the department from activating a DOC for events requiring significant focus on law enforcement field operations.

The EOC is dedicated to the mission of EOC activities. The rooms assigned to EOC operations are equipped full-time with supplies, furniture, and equipment to facilitate EOC operations. The EOC is a single large room with access to a few adjoining rooms used for storage, amateur radio, and potential limited breakout space. The use of either radio or breakout limits additional breakout needs. The Police Department has a few rooms that could be used for breakout space. These areas would create a physical separation from the EOC and breakout activity compromising effective coordination and communication. The coordination and management of multiple simultaneous emergency functions during a complex event will require areas for appropriate staff to work through issues away from the busy EOC floor. Breakout space is often crucial to facilitate incident operations and planning activities for specific complex functions such as evacuation.



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The EOC has set aside dedicated space during the course of EOC activations for amateur radio services. The space is in a separate room immediately adjacent to the EOC main room. Staffing and equipment is provided by Milpitas ARES/RACES. EOP identifies roles of amateur radio volunteers to add communications capabilities and relieve City staff for pressing duties. Lessons learned nationally have demonstrated in numerous disasters, amateur radio served as primary communication method as all other communication platforms became disabled. The support of this capability in the EOC is essential.

The EOC has limited space available to support liaison activities required when incidents demand multi-organizational response efforts. The EOC has two desktop spaces dedicated for “guests”. Incidents involving activities such as large-scale evacuations, mass care & shelter, or debris operations will involve multiple agencies requiring effective coordination. Agencies will include other government entities, community based & non-profit organizations, and others. Space will be needed to ensure agencies can function while providing on-site coordination activities.

The EOC support areas are primarily contained within the EOC room. There are no dedicated rooms for the use of administrative support. EOC activations of complex nature requiring expanded staffing will likely result in congestion at the sites of administrative support such as printer locations.

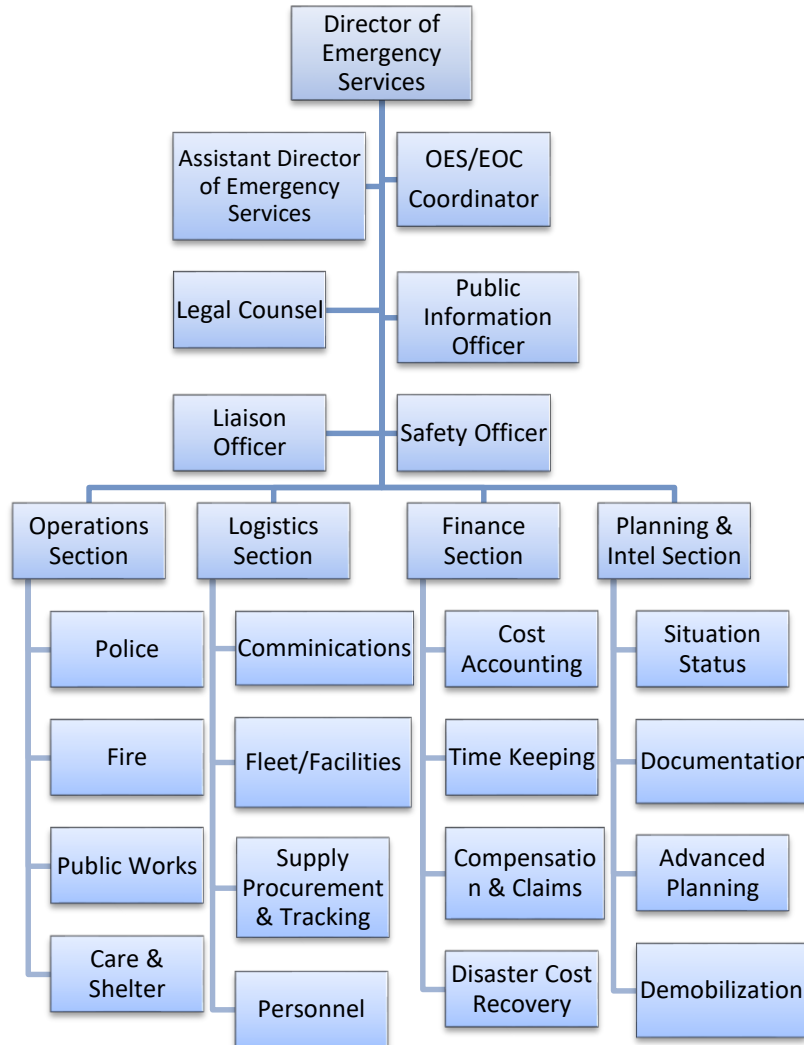
The facility should be considered a “hot” EOC. However, the EOC is located entirely within the Police Department headquarters with immediate access to police personnel. OES staff responsible for EOC management and maintenance are located 2.5 miles off site limiting operational control of facility. Potential for EOC capabilities including equipment and materials to be compromised is greater in this location configuration. Regular equipment familiarization and training opportunities limited with distance.

The emergency management program provided the EOC Contact List with individual City staff assigned to their respective EOC roles. In many key EOC roles only one individual is assigned with no back up for extended operations. Contact methods are limited to a single mobile phone and their City email account. Some of the EOC staff have no phone number listed. Best practices suggest that each position in the EOC be filled at-least two deep while three deep is optimal. It is recommended to add additional contact methods to better ensure EOC are able to be reached when activated.



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Figure 3. EOC Staffing Configuration



The Police Department community room has been identified as being made available to serve as an area accessible to the media including for press briefings. The community room is removed from the EOC and inaccessible to individuals without security access. Press briefings would additionally be conducted outdoors when appropriate. Procedures for the set up and use of the community room in role of media activities has not been identified. The City does not have or maintain a Joint Information Systems plan or Emergency Public Information plan. The development of this plan would facilitate



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procedures enabling the set up and management of facilities responsible for media activities. The PIO is provided a single space in the EOC. Joint Information Center functions do not have a dedicated space with JIC functionality.

The EOC maintains VOIP phone capacity to meet the basic needs of the positions assigned to seats. Two phones per section have been established. The EOC also maintains analog phone capabilities as a back up to the VOIP system. Any expansion of EOC would require additional phone capacity. With the current capacity of available phones there would be a reliance upon individual cellular phones. Best practices show it is optimal to ensure adequate phone capacity to ensure positions are each equipped. The reliance on individual cellular phones presents risks of communication disruption when shifts transition to relief personnel using entirely different phones.

The EOC has limited capabilities in providing secure communications. Fax is available to EOC staff. Video Teleconference (VTC) is not included in EOC communications capabilities. The EOC has the ability to use additional web-based communications platforms for virtual audiences such as MS-Teams and Zoom. The EOC maintains and has access to radio equipment used by Milpitas public safety agencies. This equipment is located within the EOC.

The EOC maintains 10 computers for use of EOC staff. The computers are networked to access the dedicated EOC server. The EOP identifies up to 30 possible positions that could be filled. The remaining staff can bring outside computers into the EOC; however, access to dedicated EOC server would not be available. The inventory of computers is adequate for smaller, less complex incidents. In events that require additional staffing, it will likely become difficult to ensure electronic coordination is occurring, consistent records retention, access to current situational information, tracking of resources, etc.

OES has created and maintains email accounts for each assigned position in the EOC. This ensures email communication continuity allowing staff transition, secured email retention, better situational awareness, and consistent methodology of accessing email. The email accounts are City owned accounts. The emergency management program disallows staff to utilize personal email accounts ensuring documents will be accessible following closing of incident for cost recovery or auditing capabilities.

The EOC is supported by a single data server. EOC staff that are City employees have access to City servers and their day to day files. The single server allows for no redundancy and continuity of operations for EOC activities. The EOC server and other City servers are maintained by City Information Technology staff.



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The EOC server is supported by UPS. UPS power back up has not been incorporated in other electronic systems in the EOC. Even though the facility has generator back up, there may exist times that an interruption or delay may occur. Critical work being conducted by EOC staff should be supported to ensure uninterrupted power supplies continue and data/records are not lost.

The EOC is equipped with an AV Smartboard at the front of the room. There are two additional televisions available for monitoring media broadcasts. The smartboard is capable of demonstrating a variety of situational based sources such as WebEOC, maps, and EAP materials. Additionally, the smartboard is capable of connecting to iPads adding situational awareness value to EOC staff. The AV capabilities are able to minimally maintain adequate situational awareness for EOC staff. WebEOC alone produces various boards that demonstrate value in displaying to the entire EOC so ensure all staff are seeing the same information at the same time. Additional monitors would better enable sufficient information sources in addition to media broadcasts are available to EOC staff.

The EOC contains two small capacity printers on the EOC floor. Printing capabilities in the EOC are likely to be sufficient for small scale incidents. Larger more complex incidents will generate the need for printing and copying of EAPs, situational reports, logistics orders, maps, situational graphics etc. Multiple positions in the EOC will have routine needs to access printing.

The City maintains one FTE GIS Manager position. The EOC Contact List does not include GIS. The EOP does not include GIS in the EOC floor diagram or in the EOC organization chart. Lessons learned throughout the nation have demonstrated the overwhelming value of geographic based analysis and presentation to aid decision makers during disaster operations.

The EOC is able to support extended operations for most activities. OES identified specific efforts made in addressing logistics and processes to support extended operations. One example being the Kids Care program allowing for childcare concerns among staff and improves staff availability. The program did not identify documented logistics inventories or pre-event contracts with vendors necessary to support staff needs in long duration events.

The EOC is provided back up power by the generator serving the Police Department facility. The generator has capacity to support the EOC in addition to other critical circuits within the building.



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Procedures have not been identified to provide situational information and incident reporting from the field or ICPs to OES or the EOC. The EOP on page 6 describes five pre-emergency tasks. Providing situational intelligence into OES or the EOC is not listed among those. OES has provided a Live CAD (computer aided dispatch) link through the Apple TV smartboard. This gives EOC staff the ability to monitor calls and unit status.

Procedures have not been identified to provide situational information and incident reporting from the field or ICPs to the EM program prior to an EOC activation. EOP page 6 describes five pre-emergency tasks. Situational intelligence into the EM program is not listed.

The alternate EOC has been identified to be located in the Fire Department headquarters facility. Services are duplicated but with limited capacity to ensure transition and mission continuity. Procedures have not been identified addressing the transition of staffing the primary EOC and moving to the alternate EOC. Procedures for the activation and set up of the alternate EOC have not been identified. Specific tasks to set up elements of the alternate EOC have been found in various procedures and checklists, however no consolidated document addressing the alternate EOC has been identified.

Parking availability is limited for larger incidents requiring added staffing necessary to fully staff an EOC. The Fire Department facility has 11 spaces open to the public and 28 dedicated parking spaces behind secure gates. However, the area behind the gates also serves as a working area for the Fire Department and parking for Fire Department equipment. This area will likely be a critical staging area and operations base for Fire Department activities during disaster operations. Parking from EOC staff will likely create a point of congestion in this area. Parking challenges would likely occur in large scale activations requiring partner agencies, media, and support equipment.

The alternate EOC maintains most of the same capabilities as the primary EOC. Communications and IT based systems are duplicated or utilize shared access points. AV capabilities at the alternate location are similar to those in the primary facility. The limitations in utilizing the alternate facility versus the primary EOC are mostly in usable space and parking. The room in the Fire Department identified as the alternate EOC has less usable space further compressing an already tight EOC staffing configuration in larger incidents. The Fire Department does provide areas in the building that could potentially be used for expansion or breakout options. These activities would need to be considered against Fire Department needs for tactical disaster operations and management. The



alternate facility is a secured facility however has less barriers between the street and the EOC space.

COVID-19 has clearly demonstrated the necessity to ensure that the emergency management program provides for additional alternate emergency operations center strategies in addition to an alternate facility. The use of remote platforms for communication and coordination is required in social distancing environments. In addition to the platforms used, having documented procedures and inclusion in emergency plans will be essential to ensure these practices remain consistent from incident to incident and to incorporate into the training and exercise program. These procedures should incorporate the use of WebEOC remotely in addition to Zoom or other remote communication platform.

3.11.2 Recommendations

Recommendation 67: OES should establish operational guidelines addressing the security and access of the EOC. Procedures should be developed in coordination with any existing Police Department procedures regarding the security of their headquarters facility. The operational guidelines for the EOC should be coordinated with those of the Police Department to balance the need for securing the facility with the need to provide access to EOC staff and partnering agencies.

Recommendation 68: OES should coordinate with the Police Department to identify a parking strategy for EOC activations that would require augmented staffing. This strategy should be incorporated into EOC SOGs and provided to EOC staff to ensure staff are aware of parking expectations.

Recommendation 69: It is recommended the City inventory and evaluate existing City facilities to identify if space exists that can accommodate an EOC with the capabilities of expansion, break-out and meeting rooms, JIC and media briefing capabilities, access to communications and networks, and space for assigned staff plus partner agencies arriving to conduct coordination activities.

Recommendation 70: It is recommended that OES staff be provided office space at the site of the EOC or program regular scheduled times during the workweek dedicated to conducting day-to-day functions from the EOC. This will better enable awareness of EOC condition, maintain greater opportunities for staff to maintain familiarity to EOC equipment and capabilities, and maintain EOC readiness.



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Recommendation 71: It is recommended that the City provide OES control over the rooms dedicated to the EOC. These rooms and equipment contained within support the immediate and no-notice incident management of complex emergencies. OES is responsible for the readiness of these operations and should have operational control of these facilities.

Recommendation 72: It is recommended that telephones be provided for each dedicated EOC position. Phone numbers should remain consistent to the position reducing confusion of contact information from incident to incident and continuity from shift to shift with continuous access to telephonic communications.

Recommendation 73: It is recommended that computers with access to tools such as WebEOC be made available at each dedicated EOC position. Network access or access to Wifi should be provided to each workstation.

Recommendation 74: It is recommended that the City continue to ensure email accounts are made available dedicated to the specific EOC position. This better enables continuity from shift to shift with continuous access to email communications, a consistent and known contact point for staff and partners, and the ability to better archive email communications for documentation and auditing purposes.

Recommendation 75: It is recommended that that each position in the EOC be filled two deep while three deep is optimal. It is recommended to add additional contact methods to better ensure EOC are able to be reached when activated.

Recommendation 76: It is recommended that the City continue to foster and encourage the relationship with RACES/ARES for amateur radio capabilities within the EOC during activations. An agreement should be maintained identifying roles, responsibilities, technical support, and access control.

Recommendation 77: It is recommended that OES identify space in the EOC for the use of partnering agencies coordinating agency efforts.

Recommendation 78: It is recommended that OES ensure amateur radio equipment is acquired, stored, and maintained at the EOC to ensure radio capabilities exist on site. Operators without owning personal equipment would be able to be utilized to support radio communications.



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Recommendation 79: It is recommended that additional television monitors be placed into the EOC to add viewing capabilities for EOC staff to see media and television programs, access to WebEOC boards, maps, and other computer products supporting incident operations.

Recommendation 80: It is recommended that OES include the GIS role in the EOC staffing chart and ensure GIS has a dedicated space in the EOC. As only one dedicated City GIS FTE position exists, the GIS role should be supported with alternative City staff able to perform GIS operations or mutual aid staffing among neighboring agencies.

Recommendation 81: It is recommended that policy be developed providing direction and guidance in the providing of situational information from the field in events with potential for expanding complexities to OES and ultimately the EOC. This best enables the emergency management program to be forward leaning and limit delays in activating the EOC and capabilities provided by the EOC.

Recommendation 82: It is recommended that guidance be developed in identifying the steps necessary for EOC staff to relocate from the primary to the alternate EOC.

Recommendation 83: It is recommended that the City evaluate the office space currently dedicated to OES for day-to-day administrative activities. Currently, staff is located in a portable office space at the rear of the back parking area of the Fire Department. The office space has been identified as needing repair.



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3.12 Emergency Public Information, Disaster Public Education, and Outreach

The ability for a jurisdiction to disseminate accurate, timely, and informative messaging to the public through the use of an effective crisis communications process is critical to supporting the protection of public health and safety. Among these critical activities include management of information provided to the media, inclusion of social media strategies, communication with at-risk populations, use of joint information systems, and controlling of rumors.

Pre-disaster public education and community outreach efforts provide opportunities to enhance community resiliency through improved community access to knowledge and services. These efforts add community capacity to improve personal preparedness, understanding of threats facing the community, and methods to mitigate the effects of these hazards.

3.12.1 Current Status

The City does not currently have or maintain a plan supporting the EOP focused on the emergency function of emergency public information. The lack of a comprehensive emergency public information plan further results in a gap in procedures that would provide clear direction for individuals serving in public information roles during emergencies. The current EOP (2012) does not provide any reference to the emergency public information function including the roles and responsibilities of the public information officer during emergency events. The proposed 2018 EOP document identifies the crisis communications element but only provides a brief high-level description with no supporting guidance to individuals assigned to these roles. The emergency management program has developed position checklists included in EOC position support binders. Two different position checklists provided contains 10 and 22 tasks respectively that the PIO should be conducting. The tasks are general in nature requiring specific crisis communications training and supporting operational guidelines to ensure effective results. SOGs have been provided to PIOs for the process of developing and delivering press releases.

Procedures have not been identified demonstrating a central communications hub for incoming information. It is not clearly identified how information from media sources, social media, and other information sources are collected in the EOC and then evaluated, validated, and included in situational awareness. OES produced for this review pre-scripted messages for information bulletins regarding the establishment of a disaster volunteer center. Pre-scripted messages for the support of the other emergency functions should be created and inventoried in a "PIO toolbox." The City does not have or maintain an AFN Annex to the EOP or includes AFN considerations in the current EOP. Future



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planning efforts need to incorporate needs of diverse populations in information dissemination and methods of accessible outreach and crisis communications.

One position in the City Manager's Office has been identified that may function as a Public Information Officer (PIO) in a City of Milpitas emergency event. Additional staffing resources have been utilized to support the emergency public information role during emergency events from other City departments. These additional staffing resources are individuals who provide public information support as a secondary role. Plans do not indicate a protocol for assigning people to serve as field-level PIOs to be deployed for an incident which could delay or complicate providing a clear and consistent message to the public and the media. The methods of coordination and communication between the EOC PIO and field PIOs (or field-level responders providing information to media sources representing their agency) have not been identified, compromising a common operating picture and consistency of messaging for the jurisdiction.

Many jurisdictions form "PIO Teams" to address the need to provide surge staffing for a major event. Cross-training is offered to staff in other departments that may serve as department PIOs as primary or collateral duties, and often train senior managers as PIO team members as a primary "disaster duty."

While the EOP notes a City joint information center (JIC) as a support element, the City does not have procedures for setting up a JIC to manage the media. A multi-jurisdictional emergency would likely generate a need for message coordination by all of the affected jurisdictions. The primary EOC has limited capabilities to host a media briefing room.

OES has demonstrated a strong dedication and commitment to developing and delivering disaster public education to the community. The ESC attends numerous public education events and programs throughout the community in addition to providing education to staff within the City organization. OES maintains a public education web presence with current materials and information related to the threats and hazards facing Milpitas. Personal preparedness information is provided aiding residents and businesses to better prepare for future disasters and improve community resiliency. Links on the website directing to viewers to preparedness materials developed by the State of California, the federal government, and community-based organizations is also provided adding value to community preparedness.

OES dedicates a significant percentage of program time and resources to public education activities. The FY 2018/19 Adopted Budget identifies among the 2017/18 office's accomplishments two new emergency preparedness programs established and an



increase of public education by 300%. The ESC attends numerous public education events and programs throughout the community and within the City organization.

The emergency management program incorporates public education materials to include disaster-based information to the disabled populations, seniors, and children. A sizable percentage of the population falls within one or more of the Access and Functional Needs categories and other segments of our diverse communities. A best practice is to place additional focus on enabling greater personal capacity to at risk populations due to potential for greater response needs required during events. The emergency management program should include in future EOP updates inclusion of diverse populations in the planning process and development of procedures including pre-event disaster preparedness and outreach.

3.12.2 Recommendations

Recommendation 84: OES should initiate the development of a Crisis Communications Plan or Emergency Public Information Annex to the EOP. This plan will form the basis for a coordinated and consistent approach to the management of public information in the course of emergencies.

Recommendation 85: The City should evaluate current available staffing resources to determine existing capacity and shortfalls to adequately support the needs of managing a crisis communications operation. Staff underutilized in emergency events in various departments should be identified for potential public information support roles in EOC activations. This could form core staffing for a PIO Team, which is a separate initiative.

Recommendation 86: OES should continue to develop and implement an ongoing, coordinated hazard public awareness and education campaign to provide consistent preparedness messages and resources for information and assistance to the public. Public awareness and education efforts should utilize all available media with content tailored for format and audience.³⁶

³⁶ EMAP Standard, standard 4.11.4.



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Recommendation 87: OES should coordinate with City PIO to create and maintain procedures for activation, setup, and operation of a JIC.³⁷

Recommendation 88: While the dedication to providing a robust public education program to the community establishes a relationship between the jurisdiction and constituents and can boost community preparedness levels, it is recommended that redirecting some of that level of effort towards maintenance of emergency planning efforts such as the Emergency Public Information Annex or Plan is essential to fill gaps in plans and procedures.

Recommendation 89: To comply with changes in the ESA, OES should include Whole Community considerations with focus on at-risk populations and culturally diverse populations into plans and procedures guiding the management of emergency public information. Messaging should be provided in accessible formats and demonstrate cultural competence. A multi-lingual approach needs to be adopted in message/information dissemination.

Recommendation 90: OES should survey City staff to determine who is bilingual and consider disaster-related assignments where their language skills may be needed. OES should also establish agreements with foreign language interpreters and sign language interpreters to support JIC operations in EOC activations.

³⁷ EMAP Standard, standard 4.11.3.



3.13 Training and Exercises

Training and exercising emergency management programs to include all parts of the organization that help implement our emergency plans and processes is one component necessary for an effective program. It is important to maintain a training program that includes assessing, identifying external training solutions, developing in-house customized curriculum, and delivering useful courses to personnel in the emergency organization. Beyond just providing our personnel with the information they need to be successful, it is critical to assess and evaluate the effectiveness of our plans and procedures in addition to testing our skills, abilities, and knowledge provided through our training program. Conducting drills and exercises provides a forum to test systems and evaluate our readiness and capabilities. Conventionally, readiness is the ability to perform an action skillfully and capability is having the “stuff” to accomplish that action.

Training organizational staff in incident operations and emergency management concepts is addressed using two methodologies. One is to ensure the organization is provided the knowledge and the opportunity to develop the skillsets to effectively perform their functional responsibilities in response to an emergency. The second is maintaining training that agencies are required to adhere to for various state and federal compliance standards. This assessment kept both concepts in-mind when evaluating the City’s training and exercise efforts. Further assessment of training and exercise capabilities and effectiveness will continue through the development of the MYTEP.

The foundation of training knowledge and skillset enhancement often resides in established emergency management curriculum. Additionally, locally specific knowledge and skills will be required to be developed and instructed. However, it is essential that policies, plans, and guidelines are present and maintained to incorporate into training instruction and exercise development to ensure staff familiarity and consistent emergency operations. This assessment further recognizes that training and exercising emergency operations concepts requires participation across the entire organization and that these activities are in addition to primary job duties placing added demands on time and scheduling.

Further assessment of training and exercise capabilities and effectiveness will continue through the development of the MYTEP. Further refinement of the assessment of the City’s training and exercise program will be performed as a part of the Multi-Year Training and Exercise Plan development process.



3.13.1 Current Status

The City is currently faced with decisions regarding the direction of the emergency management training program. The emergency management program has to date conducted training aimed at enhancing personnel functional readiness. The City is obligated to monitor and adhere to the compliance standards set forth in the National Incident Management System (NIMS). The State of California has recently initiated voluntary credentialing standards for EOC personnel. Each of these training considerations require time to be invested by each City employee assigned to the EOC to establish and maintain compliance and, more importantly, to develop confidence in performing the role when called. The MYTEP will need to establish a path forward taking these training considerations into mind and develop a roadmap to meet the requirements while maximizing personnel capabilities.

Administering the jurisdiction's emergency management training program requires systems and staff time to track emergency management-related training of City personnel. Typically, this is accomplished through establishing and maintaining a database. Many City employees with responsibilities in an emergency have participated in ICS training while others have built on that foundation and participated in various EOC related trainings or trainings adding to functional capabilities. Tracking this training occurs in a de-centralized manner with departments individually tracking their activities. To meet training standards, it is essential for this tracking of training activities related to ICS, NIMS, SEMS, EOC, and other emergency management topics be maintained in a centralized location managed by OES. Maintaining a central tracking mechanism better allows for monitoring of compliance, organization functional capabilities, and immediate access in audit situations. As NIMS training standards extend deep into the staffing compliment of the City, it is additionally crucial that OES have awareness of staff changes to monitor for training compliance and functional capabilities.

NIMS/SEMS Compliance Training: In order to adhere to federal NIMS training compliance³⁸, the City must be able to demonstrate participation in a training program that provides instruction in a prescribed series of courses. Some of which can be delivered remotely/on-line while others are in person courses. The standards identify personnel roles (such as staff assigned to EOC roles versus field-based roles) in relation to the expected courses completed in order to achieve compliance. Training records must be maintained and staffing compliments need to be continually monitored to ensure staffing

³⁸ Note: Meeting the training standards identified in the NIMS Training Program is only a portion of NIMS compliance. NIMS compliance requires additional standards beyond the prescribed training schedules.



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changes have been reflected in training program.³⁹ Further discussion and evaluation regarding training and exercise considerations including the following recommendation will be included in the upcoming MYTEP phase of this project.

NIMS compliance is not a requirement for state and local government. NIMS provides a consistent nationwide approach to emergency management activities. To be “compliant” with NIMS, agencies must adhere to a set of standards, practices, and minimum criteria prescribed in NIMS guidance documents. This includes training standards. However, while not specifically mandated, NIMS compliance is a condition for federal preparedness assistance through grants, contracts, and other activities.

Minimum NIMS Compliance Courses for EOC staff include:⁴⁰

- ICS-100 *Intro to ICS* 2 Hours – Online
- IS-700 *NIMS Intro* 4 Hours – Online
- IS-2200 *Basic EOC Functions* 3 Hours – Online
- IS-800 *National Response Framework* 3 Hours – Online
- G-191 *ICS/EOC Interface* 8 Hours - In Person
- E/L/G-2300 *Intermediate EOC Functions* 24 Hours – In Person
 - *E/L/G-2300 to be taken by EOC personnel with leadership or supervisory responsibilities and jurisdictional emergency managers.*

At the time of this report, the City has achieved 70% of EOC staff completing NIMS compliant training. On-going maintenance will continue to be needed to address staff turn over and the May update to the NIMS Training Program. The revised NIMS training standards are reflected in the table above.

State of California EOC Credentialing: Cal OES has implemented a series of standards for EOC personnel to gain credentialing and recognition of EOC position competency. This includes a robust training regimen required to qualify at the three progressive levels of credential. Further, this system provides confidence in mutual aid scenarios that arriving EOC staff with credentials are arriving with qualifications and capabilities. This is a voluntary program for local jurisdictions. Local governments surrounding Milpitas are currently taking steps to begin the process to meet the training standards defined in the state EOC credentialing program.

³⁹ NIMS Training Program, 2020

⁴⁰ NIMS Training Program, 2020



EOC and Incident Functional Training: OES has engaged in a training regimen aimed at enhancing organizational readiness building in EOC operations. OES has identified and incorporated locally centric concerns into training concepts. However, this is made more difficult by not incorporating plans, policies, and guidelines that staff would be expected to adhere to and ensure organizational consistency and integrity. Further, having these guiding documents developed and used provides consistent benchmarks to evaluate organizational performance during exercise activities.

Additional Training: There are specific training and exercise needs outside of response roles that should be highlighted. Recovery activities identified in a future Disaster Recovery Plan and related procedures should note that the individuals assigned to responsibilities for recovery functions will attend disaster recovery training, although the specific training requirements are not yet specified. Individuals who serve in support of Individual Assistance (IA) and Public Assistance (PA) officers should also attend training appropriate to those duties. The Damage Assessment roles should be afforded to attend appropriate training for local damage assessment teams. While these training needs are carried out in a random fashion, they are not reflected in City practices or tracked through a centralized system.

EOC and Incident Exercises: OES has developed exercises aimed at evaluating EOC performance. These exercises have included both tabletop and EOC functional exercises. OES has identified and incorporated locally focused concerns into training and exercise concepts. However, this is challenging when not incorporating plans, policies, and guidelines that staff would be expected to follow as well as ensuring organizational consistency and integrity. Furthermore, having these guiding documents developed and utilized provide consistent benchmarks to evaluate organizational performance during the exercise process.

3.13.2 Recommendations

While City personnel receive training for their emergency roles, a complete and current picture of the status of training across all departments compared to training needs is not yet available. It is anticipated the MYTEP process will further address additional recommendations and additionally provide the City with a path forward for a methodical approach to training and exercising.

Recommendation 91: The City should support OES in the development of a centralized training tracking database. This will be used for monitoring of NIMS



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training compliance, training gaps, attrition related adjustments, inclusion of changes in training requirements and other considerations. It would be expected that departments provide support in providing records or populating relevant courses into the database.⁴¹

Recommendation 92: As part of the training needs assessment described above, OES and the Finance Department should determine training needs for financial and administrative staff to be able guide City personnel in required recordkeeping to maximize compliance with federal regulations and requirements for reimbursement if a disaster receives a federally declaration.

Recommendation 93: It is recommended that the City consider and adopt a policy requiring all new employees to complete the “baseline” NIMS courses within 90 days of hire date. FEMA provides these courses online and they require minimal investments in time. As established in the California Government Code, all public employees in California are determined to be disaster service workers and may be called upon to perform roles in support of disaster response.⁴²

Recommendation 94: It is recommended that the City consider and adopt a policy requiring all existing employees to complete the “Baseline” NIMS courses within a reasonable timeline defined by the emergency management program in coordination with Human Resources and City leadership. Employees having defined roles beyond the baseline will require additional training. As established in the California Government Code, all public employees in California are determined to be disaster service workers and may be called upon to perform roles in support of disaster response.⁴³

NIMS/SEMS Compliance Training

Recommendation 95: It is recommended that the City engage in a multi-year training and exercise planning process to develop a MYTEP plan to develop a strategic approach to emergency operations capacity building (Currently On-going).

Recommendation 96: It is recommended that OES ensure emergency plans, procedures, and guidelines are incorporated into training and exercise opportunities.

⁴¹ EMAP Standard, section 4.9.1 & 4.9.4.

⁴² GC § 3100-3109

⁴³ GC § 3100-3109



Recommendation 97: It is recommended that OES embrace training and exercising of emergency functions as an organizational priority and encourage active participation among staff assigned to emergency roles.

Recommendation 98: It is recommended that OES provide opportunities for elected and appointed officials to meet the recommended NIMS training including G-402 *Incident Command System (ICS) for Executive/Senior Officials* and G-191 *Incident Command System/Emergency Operations Center Interface*.

EOC and Incident Functional Training

Recommendation 99: It is recommended that OES ensure emergency plans, procedures, and policies are incorporated into training and exercise opportunities.

Recommendation 100: It is recommended that OES include recovery operations into training and exercise scheduling and development.

Recommendation 101: It is recommended that OES include continuity of operations into training and exercise scheduling and development.

Recommendation 102: It is recommended that OES ensure completion and incorporation of emergency function-based planning linking planning objectives with expectations of staff performance.

EOC and Incident Exercises

Recommendation 103: It is recommended that OES establish an exercise schedule requiring for EOC personnel perform in their roles in simulated environments with a frequency that promotes increasing role confidence and skills evaluation (Currently On-going).

Recommendation 104: It is recommended that OES establish an exercise methodology that incorporates threats and hazards identified in hazard analyses and emergency functions included in a revised EOP.



4.0 Conclusion and Implementation

This report is intended for the internal use of the City of Milpitas. Its findings and recommendations do not connote a lack of preparedness or accountability on the part of any component of the City or its departments. Areas for improvement and recommendations included in this report are part of the City's ongoing effort to improve preparedness and resilience.

It is suggested that findings and recommendations from this review be used, particularly by OES and City leadership to refocus City components and capabilities to best serve the residents of the City of Milpitas, in this case, to strengthen the City's ability support the response to a major emergency or disaster. Recommendations can be implemented in whole or in part. Policy, budgetary, and practical considerations should be used to determine the appropriate approaches and timeline to address recommendations. Because of relationships between and among program elements, implementation of some elements may improve status of others, or it may be advantageous to work on several at the same time.

The multi-year approach to addressing gaps and shortfalls identified in this report will ultimately be determined by City leadership. The recommendations identified represent a considerable level of effort demanding extensive amounts of time and resources from the Emergency Services Coordinator in the Office of Emergency Services. Additionally, substantial amounts of time and resources will be needed cooperatively from other City departments and outside agency partners. The timeline for corrective actions and program improvements will be greatly influenced by a number of factors, in particular deciding on which recommendations to act and the resources that would be provided to the emergency management program to accomplish addressing the recommendations.

Implementing the recommendations contained within this report can be carried out using different options. Each option providing the City different advantages and disadvantages in addition to differing costs and timelines.

- Option A – Maintain existing staffing complement and funding allocations to the Office of Emergency Services in administering the emergency management program.
- Option B – Maintain existing staffing. Provide additional funding support to utilize contract services to perform some planning, training, and exercise activities. Depending on funding available, modest staff additions should be considered to absorb some of the coordination workload and ensure institutional memory and continuity with contracts support activities.



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- Option C – Provide additional staffing resources to the Office of Emergency Services sufficient to engage in shortfall corrections and implementation of recommendations.



4.1 Implementation Overview

This Emergency Management Program Review Report offers 105 recommendations, some of which will be appropriate for immediate implementation and others of which may suggest or require longer-term action.

The table in 4.2 below, or a similar tool, should be used as a guide for the City, Fire Department, and OES to use to prioritize assignments and target dates for completion. Table 4.2 provides responsibility assignment recommendations but may be revised or updated by the City as appropriate. The table also provides recommended prioritizations of activities allowing the City insight into a strategic and efficient allocation of resources to address the findings. The priority levels are classified as:

- **Critical** – The most pressing priorities demanding immediate attention.
- **High** – Essential priorities demanding attention within the first 12 months.
- **Moderate** – Mission essential findings that should be addressed within 12-36 months.
- **Low** – Findings that should be addressed within and incorporated into a five-year strategic plan.

The breakdown of recommendations in Table 4.2 by priority level is summarized below.

Recommendation Priority	No.
Critical	3
High	43
Moderate	57
Low	2

Table 4.3 provides a tabular summary of the standards used as a part of this assessment and the status of each finding. Regular review by the City, the Fire Department, and OES of progress against action items will be helpful in tracking and encouraging completion using findings in both tables.



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4.2 Table of Recommendations

	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
1	It is recommended that OES engage in an enhanced program-based strategic planning effort evaluating goals, objectives, performance metrics, and accomplishments based on a comprehensive emergency management perspective. This multi-year strategic plan should examine the programs objectives in relation to coordinated efforts of stakeholders and citywide strategic planning processes. The strategic plan should incorporate the best practices and lessons learned from local government entities with similar emergency management portfolios. Performance metrics should be inclusive of the broad range of responsibilities, not just public education and training.	3.1 - Program Administration, Organization, and Stakeholder Outreach	High	OES
2	It is recommended that the City re-designate the Office of Emergency Services to be re-titled as the "Office of Emergency Management". While the current naming convention is consistent with jurisdictions throughout the State of California, the proposed name would provide greater descriptive understanding of the essential mission of the office. The use of the naming the emergency management program as the "Office of Emergency Management" has become a preferred organization title in many locations due to a closer reflection of actual roles. Titles and perception have true meaning in organizational dynamics. The existing program has been well understood throughout the City organization to be responsible for a variety of preparedness activities while less so for more comprehensive emergency management responsibilities. This nomenclature change better lends itself to describing the part of the organization that is charged with leading and managing the jurisdiction's <u>comprehensive emergency management</u> program.	3.1 - Program Administration, Organization, and Stakeholder Outreach	High	City Manager, Fire, OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
3	The ordinance reflecting the Disaster Council should be reviewed and updated. The Disaster Council should meet regularly -- at least quarterly -- to review plans, procedures, training and exercise opportunities, and to evaluate progress against strategic objectives and address problems/conflicts regarding emergency management policy, practices, resources and capabilities. The ordinance should be revised to specifically include the Emergency Services Coordinator as a member of the Disaster Council. The Disaster Council membership should be expanded to include each of the departments representing oversight of emergency functions. The Council should serve as an executive management level panel providing insight into the condition of the City's emergency management capabilities and assist with ensuring the city-wide priorities are included in emergency management objectives and recognition of program needs to accomplish those objectives.	3.1 - Program Administration, Organization, and Stakeholder Outreach	High	OES, City Manager, City Attorney
4	OES should continue to leverage the value of the Public Safety and Emergency Preparedness Commission to increase opportunities to receive community input into the program mission. This input should encourage input into each of the phases of emergency management service delivery.	3.1 - Program Administration, Organization, and Stakeholder Outreach	Moderate	OES
5	It is recommended that the City identify available resources to augment staffing capacity in OES with an additional FTE to address the planning, training, exercising, response, recovery, agreement management, community outreach, public education, interagency coordination, volunteer management demands. This will assist in providing staff resources to correct program gaps and maintain program successes. The existing capacity to implement the recommendations contained within this report far exceeds the current staffing model.	3.1 - Program Administration, Organization, and Stakeholder Outreach	High	Fire, City Manager



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
6	It is recommended that the City look to outside sources such as contracting to aid in filling planning, exercise, and training gaps in the short term to best ensure the fundamental emergency management tools are available. The gaps that exist present substantial exposure and liability to the City promoting the need to catch up on priority gaps as rapidly as possible. Even with an additional FTE, the existing gaps and resulting volume of level of effort required to correct these gaps in comparison to existing staff capacity will require additional assistance to complete these goals in a timely fashion.	3.1 - Program Administration, Organization, and Stakeholder Outreach	High	Fire, OES, City Manager
7	It is recommended that the City procure a contractor with experience in disaster finance to conduct a detailed analysis examining the ordinances and policies to ensure compliance with state and federal requirements. Additional research should be completed to ensure department level procedures are consistent with those of the City and requirements. Furthermore, this analysis should evaluate City disaster cost recovery policies and practices to ensure consistency with state and federal requirements. Non-compliance with state and federal reimbursement program eligibility requirements can result in denial of reimbursement or repayment of advanced reimbursement funds.	3.2 – Administration and Finance	High	OES
8	It is recommended that OES, in coordination with the Finance Department, research to ensure department level procedures are consistent with those of the City. Additionally, this analysis should evaluate City disaster cost recovery policies and practices to ensure consistency with state and federal requirements. Non-compliance will result in denials of State and Federal reimbursement or repayment of advanced reimbursement funds.	3.2 – Administration and Finance	Moderate	OES, Finance



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
9	It is recommended that Finance Department staff dedicated to EOC or incident support roles be provided disaster cost recovery training.	3.2 – Administration and Finance	Moderate	OES, Finance
10	It is recommended that OES and the Finance Department ensure purchasing manuals, procedures, and any guideline be consolidated and made available in printed and electronic format in the EOC for immediate accessibility to EOC staff, and state and FEMA representatives.	3.2 – Administration and Finance	Moderate	OES, Finance
11	The emergency management program should consider incorporating the threat assessment principles contained within Community Preparedness Guide (CPG) 201 to ensure the hazard analysis in the EOP adequately addresses the necessary elements of threats, hazards, risk, vulnerabilities, and consequence. The use of a Threat and Hazard Identification Assessment (THIRA) was not identified. THIRAs are another form of threat and hazard assessment frequently used to understand risk and demonstrate capabilities or gaps in a jurisdiction's response capabilities to address those risks. THIRAs tend to address threats beyond the natural hazards identified in the mitigation planning hazard assessment. Coordination and collaboration with regional bodies such as the Northern California Regional Intelligence Center (NCRIC) or the Bay Area Urban Area Security Initiative (UASI) will likely result in added THIRA value.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
12	The LHMP process included a hazard analysis to include consequences that address multiple disaster related issues. The threat assessment in the EOP and that of the LHMP should be coordinated in future EOP updates. The existing threat assessments provide valuable information in identifying hazards and vulnerabilities. There are areas for future analysis that will aid in decision making in disaster events such as health and safety of the community, continuity of operations, supply chain management, critical infrastructure, and public confidence.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES
13	OES should leverage the findings discovered as a result of a city-based local hazard analyses and threat assessment to incorporate vulnerabilities and potential consequences into continuity planning. The threat assessments and hazard analyses should be used to make informed planning decisions regarding how specific hazards may drive continuity of operations and continuity of government activities.	3.3 – Hazard Identification and Risk Assessment	High	OES
14	OES should leverage the findings discovered as a result of local hazard analyses and threat assessments to incorporate vulnerabilities and potential consequences into pre-disaster recovery planning. The review should address changes to the hazards list as well as demographic, property and infrastructure, economic/business, and environmental changes that could affect the likelihood of hazard occurrence and vulnerability to identified hazards. The local hazard analysis should address potential impacts and relationships to the delivery of services; impact to infrastructure; impact to the environment; economic condition of the City, social service needs, organizational financial integrity, and public confidence in City government.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
15	OES should include in the City's local hazard analysis the consideration of potential impacts resulting from climatic changes on hazards, natural resources, and infrastructure in the City. Findings from this analysis should be made available to inform City development, mitigation, response, and recovery planning activities.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES
16	The City clearly understands the threat that earthquakes pose to Milpitas. Hazard analyses and threat assessments have been included in the EOP and hazard mitigation plan. The gap between the assessment and operational procedures needs to be bridged. OES should ensure hazard specific appendices are added to the EOP identifying operational and strategic considerations necessary to effectively manage an earthquake event.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES
17	With the absence of an independent THIRA, OES should ensure communication pathways are open and maintained with regional agencies maintaining threat assessments in technological and human caused events. These assessments are routinely managed by regional fusion centers or law enforcement entities as these assessments are often protected information.	3.3 – Hazard Identification and Risk Assessment	High	OES
18	OES should ensure staff is designated to gain and maintain authorization as an "Authorized User" in the Protected Critical Infrastructure Information (PCII) program through the US Department of Homeland Security. This will better ensure sharing of critical infrastructure information in relation to local threats and hazards by eliminating access to information barriers.	3.3 – Hazard Identification and Risk Assessment	Moderate	OES
19	The City should continue to actively participate in the county-wide approach to mitigation planning. These planning efforts should be made available to benefit the production of other emergency plans in a consistent and well-coordinated manner.	3.4 – Hazard Mitigation	High	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
20	The City should place an emphasis on ensuring OES dedicates effort in coordinating the various hazard analyses on-going to ensure consistency of information and deconflict the findings that are inconsistent.	3.4 – Hazard Mitigation	Moderate	Fire, City Manager, OES
21	The City should develop procedures or policy to ensure that OES is included in coordination efforts regarding prevention activities occurring in City departments. This coordination will better inform OES to develop relevant training and exercises, ensure appropriate resources are made available during disaster operations, and plan for incident management scenarios involving terrorism or other human-caused events.	3.5 - Prevention	High	City Manager
22	The City should develop procedures or policy to ensure that agencies responsible for intelligence-sharing and prevention activities routinely coordinate with OES to best position EOC capabilities to support all types of incidents.	3.5 - Prevention	High	City Manager
23	It is recommended that OES engage in a comprehensive planning process to develop an updated EOP adhering to guidance provided by federal planning doctrine (CPG-101) to ensure the City is best situated to respond to large-scale and complex incidents. The 2018 draft EOP may serve as a base document as it better adheres to the CPG-101 formatting and methodology. However, the 2018 draft plan is lacking in emergency function planning, stakeholder engagement, and inclusion of AFN and cultural competency. The planning process leading up to the development of the emergency plan must include all the steps identified in the planning process described within CPG-101 Chapter 4. In particular, the formation of a collaborative planning team is crucial in stakeholder inclusion and buy-in including representatives of City departments, partnering government entities, community groups, private sector, faith based, and AFN organizations.	3.6 – Emergency Planning	Critical	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
24	It is recommended OES engage in a comprehensive and collaborative planning process to ensure the emergency functions identified in EMAP standard 4.4.3 are developed and included in the Milpitas EOP.	3.6 – Emergency Planning	High	OES
25	In developing emergency functional annexes, it is recommended that priority be placed on: Alert & Warning, Communications, Donations Management, Emergency Public Information, Evacuation, Mass Care & Shelter, and Volunteer Management.	3.6 – Emergency Planning	High	OES
26	It is recommended that OES engage in a comprehensive planning process to develop a Continuity of Operations Plan (COOP) to best ensure the City is best situated to maintain essential services and continue operations in the midst of chaos and crisis. Business continuity planning principles should be incorporated into this process.	3.6 – Emergency Planning	High	OES
27	It is recommended OES identify and review designated alternate operating locations to address the need for alternate operating capabilities in the case of an incident that significantly damages or disrupts access to all of parts of City Hall and other City facilities.	3.6 – Emergency Planning	High	OES
28	OES should develop a training and exercise program focused on continuity of operations and continuity of government based on findings of the completed COOP Plan. The training program should establish that City departments would regularly train and exercise personnel regarding continuity roles and responsibilities and test alternate facilities.	3.6 – Emergency Planning	Moderate	OES
29	Through an inclusive planning process, the City should develop a comprehensive Disaster Recovery Plan that identifies recovery planning roles and priorities, a structure that provides for broad stakeholder and community involvement and input, and transition from short-term recovery into intermediate and long-term recovery. It is recommended that the plan adhere to guidance provided within the National Disaster Recovery Framework (NDRF).	3.6 – Emergency Planning	High	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
30	OES should ensure recovery functional elements defined within the NDRF are included and developed through a collaborative and comprehensive planning process. At a minimum, the functional elements should include specific planning for short- and long-term recovery planning, public information and messaging, operational coordination, organizational and community economic recovery, health and social services demands encountered during disaster recovery, post disaster housing, infrastructure systems repair and restoration, and recovery of natural and cultural resources.	3.6 – Emergency Planning	High	OES
31	OES should develop procedures to support the activation, management, and de-activation of recovery support activities to include Local Assistance Center operation and extended Family/Victim Assistance Centers.	3.6 – Emergency Planning	Moderate	OES
32	OES should coordinate with Building Safety and Housing and community partners to develop a Disaster Housing Strategy including locations within the City that will be most appropriate and efficient for disaster relocation housing, including consideration of access to water and utility services and sanitation infrastructure. This strategy should include considerations of transition from emergency shelters to short- and long-term housing and inclusion of at-risk populations (including homeless populations).	3.6 – Emergency Planning	High	OES
33	OES should develop a comprehensive Debris Management Plan.	3.6 – Emergency Planning	Moderate	OES, Public Works
34	OES should initiate procurement actions to identify and select debris contractors in advance of a disaster to ensure adequate and cost-effective resources are available in events requiring disaster generated debris clearance and management.	3.6 – Emergency Planning	Moderate	OES, Public Works



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
35	Convene a working group led by OES or Public Works to develop the City's Debris Management Plan in coordination with the Santa Clara County Debris Management Plan and incorporate state and federal guidance. Areas of additional information that should be addressed in Plan include: • Organizational structure of debris operations, including designation of a debris manager • Health and safety strategy and procedures • Identification of priority roadways, facilities, etc., within the City for response operations • Identification of contract resources • The process for Identifying of TDSR locations consistent the California Environmental Quality Act (CEQA) • Documentation requirements • Procedures aligned with eligibility requirements specific to the FEMA Public Assistance Program and Policy Guide • Procedures that address monitoring of debris management process	3.6 – Emergency Planning	Moderate	OES, Public Works
36	OES should incorporate AFN and whole community considerations within the body of each of the emergency plans developed and maintained by the emergency management program.	3.6 – Emergency Planning	High	OES
37	OES should include in the plan methodology and in procedure to identify AFN and whole community stakeholders, develop contact lists, and routinely include AFN stakeholders in the emergency planning process for each of the plans maintained by the City.	3.6 – Emergency Planning	High	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
38	OES should implement a private sector working group with representatives from key private sector organizations, privately owned critical infrastructure, and relevant City departments (e.g., OES, Economic Development, Public Works, Planning) to discuss and recommend options for integration of private sector needs in preparedness, response, and recovery into City plans, procedures, and situational awareness.	3.6 – Emergency Planning	Moderate	OES, Economic Development
39	Donations and volunteer management are best coordinated by non-governmental organizations that address these issues in their day-to-day activities, but no agreements are referenced that indicate organizations that would be appropriate and available to coordinate these activities in the City of Milpitas. It is recommended and a good practice to identify and establish responsibilities of such organizations in advance of an emergency/disaster. Establishing the coordinated relationship with the County in these efforts as well will be important.	3.6 – Emergency Planning	Moderate	OES
40	OES should identify and establish agreements with local volunteer and community organizations to assist with or manage volunteers and donations in a disaster. These should be identified in the preparedness phase and regularly reviewed and reaffirmed or updated.	3.6 – Emergency Planning	Moderate	OES
41	The City and OES should identify and establish a mechanism to include private utilities in City preparedness and response activities, including but not limited to participation in EOC functional area and a liaison representative in the EOC. Regularly update contact information for utility providers in plans and procedures.	3.6 – Emergency Planning	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
42	OES should work with the County of Santa Clara to clarify and document plans and processes for standing up sufficient emergency shelter capacity, including facilities, supplies, and staffing, based on City of Milpitas hazards and population.	3.6 – Emergency Planning	Moderate	OES, Recreation
43	OES should develop a power vulnerability plan to identify actions that would be taken in the event of long duration or large geographic service disruption. In light of recent fire mitigation based power disruptions, issues of disseminating public information, alerting, traffic signals/management, water pumping, business continuity, inter-organizational coordination, and vulnerable populations have demonstrated to have presented unique challenges agencies have had to respond to. Recent after-action reports have identified the need for specific planning in this area to address response demands and gaps.	3.6 – Emergency Planning	Moderate	OES
44	OES should inventory existing procedures related to emergency management and EOC activities. This should include coordinated review of departmental emergency procedures citywide to identify gaps, conflicts, and needed updates. All relevant procedures should be made available both within the department, at the EOC, and electronically in WebEOC.	3.7 – Incident Management	Moderate	OES
45	OES should update EOC procedures addressing the communication and coordination between field assets and the EOC function to ensure all functions are included in communication methods. Procedures for functions and departments outside of law enforcement and fire such as shelter operations, debris management, and damage assessment will need procedures that establish effective coordination with the EOC. This is critical for mission management, common operating picture, and situational awareness.	3.7 – Incident Management	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
46	OES should engage in plan development of emergency function annexes to the EOP (as provided for in Section 3.6) which will build a basis for specific operational procedures. These procedures will provide detailed guidance and expectations of EOC staff in carrying out objectives during emergency operations. The success of implementing the incident management system will depend on procedures to ensure consistent operational approaches, a foundation to train and exercise, and metrics to evaluate performance.	3.7 – Incident Management	Moderate	OES, Citywide Depts
47	OES should develop a Resource Management Plan or Annex to the EOP addressing the management of resources. This plan should address the necessary activities required in preparation of an incident including but not limited to needs assessments, development of agreements, training, exercising, inventories, and storage. Response actions should be included in the acquisition, ordering, distribution, supply chain, tracking, and management of resources in support of operations. Further the plan should address demobilizing resources following disaster operations.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES, Citywide Depts
48	OES in coordination with department representatives responsible for EOC resource management functional areas should conduct an enterprise-wide inventory of assets that would be likely needed in support of disaster operations. This inventory should include internal City assets, existing agreements for resources, existing contracts, and other inter-organizational relationships for the acquisition of resource support. This inventory should be scheduled for routine evaluation and maintenance and should be made immediately available to EOC Logistics personnel in support of disaster operations.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES, Citywide Depts



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
49	OES, in coordination with department representatives responsible for EOC resource management functional areas, should review established hazard analyses to develop resource needs to address threats facing Milpitas. An ongoing schedule of evaluation of threats and resource needs should be scheduled for review and evaluation.	3.8 – Resource Management, Logistics, and Mutual Aid	Low	OES, Citywide Depts
50	OES or the resource management functional area should review equipment and supplies needed for emergency response based on the resource needs assessment described above and prepare and maintain a priority matrix for consideration in budgeting, grant proposals, and contracting.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES, Citywide Depts
51	OES should establish an enterprise-wide resource management database that could be easily utilized in the EOC environment. This data set should be maintained in WebEOC or in a format easily uploaded into WebEOC. The dataset should be coordinated with departments citywide and maintained following a scheduled evaluation process.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES, Citywide Depts
52	OES should increase the frequency of opportunities for EOC staff to become familiar with WebEOC through on-site and remote training deliveries. The City should establish a culture of importance for staff engagement in learning and skills development with WebEOC and other EOC related tasks as complementary or an extension of their normal duties.	3.8 – Resource Management, Logistics, and Mutual Aid	High	OES, Citywide Depts
53	OES should develop an inventory of facilities and available sites that could be used for disaster operations purposes. The inventory should include site capacities, contact methods, site limitations, access considerations, agreement specifications, and anticipated disaster role.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES, Citywide Depts
54	OES should develop a Donations Management Plan or Annex to the EOP addressing the management of donated goods and services.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
55	OES should develop a Volunteer Management Plan or Annex to the EOP addressing the management of volunteers in disaster operations. This should include but not limited to the utilization of volunteers, the use of an EVC or processes to provide for the services of an EVC, the public messaging in support of volunteer operations, the coordination with volunteer organizations, and the tracking of volunteer service hours.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES
56	The City should develop a matrix for delegations of authority to approve expenses during disaster operations. The policy and procedures should ensure that a single point of failure does not exist in the approval chain forcing EOC staff to work outside of policy to acquire needed resources. The EOC procedures should not be solely reliant on the Police Chief or Fire Chief to make approvals unless appropriate delegation exists when these individuals are incapacitated or otherwise unavailable.	3.8 – Resource Management, Logistics, and Mutual Aid	High	OES, Finance, City Manager
57	The City should examine its vulnerability in terms of an extended power outage or disruption in fuel supplies. This vulnerability analysis should include power disruptions to communications, water service, AFN impacts, traffic control, public information, coordination with utility, access to fuel supplies, vendor agreements in emergency situations, cooperative purchasing with other entities, facilities at risk of service disruptions due to de-energization and lack of generator capacity due to fuel shortage.	3.8 – Resource Management, Logistics, and Mutual Aid	Moderate	OES
58	OES should develop a Communications Plan or Annex to the EOP addressing the management of communication systems, equipment, and processes. The plan should further ensure that communication capabilities are designed for the threats and hazards identified in the hazard vulnerability analysis.	3.9 – Communications and Warning	Moderate	OES, Citywide Depts



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
59	OES should develop an Alert & Warning Plan or Annex to the EOP addressing the management of community alert and warning systems, equipment, and processes. The plan should further ensure that alert and warning capabilities are designed for the threats and hazards identified in the hazard vulnerability analysis.	3.9 – Communications and Warning	High	OES, Police
60	OES should conduct a coordinated review of emergency procedures addressing communications and community alert & warning to identify gaps, conflicts, and needed updates. All procedures should be provided to EOC staff, available within the EOC, and electronically in WebEOC. Procedures should ensure that OES is facilitating the coordination of activities and included in information sharing. Procedures should include but not limited to: • Testing of Communications Equipment • Testing of Alert and Warning Systems • Maintenance of Communications Equipment • Authorization for Launching of Community Alerts • Notification of Elected and Executive Officials • Management of Interoperable Communication Systems	3.9 – Communications and Warning	High	OES
61	OES should collaborate with community groups and subject matter experts to ensure the needs of at-risk populations and populations from different cultural backgrounds represented in the City that experience challenges in receiving alert and warning. The communications plan and alert & warning plan must incorporate the findings of a collaborative planning process.	3.9 – Communications and Warning	Critical	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
62	OES should inventory existing procedures related to emergency management and EOC activities. This should include coordinated review of departmental emergency guidelines to identify gaps, conflicts, and needed updates. Consideration should be made to adjust from “procedures” to “guidelines” to better infuse the flexibility and judgement EOC staff need to exercise in an emergency. All relevant operational guidelines should be made available both within the department, at the EOC, and electronically in WebEOC.	3.10 – Operational Procedures	High	OES, Citywide Depts
63	OES should engage in plan development of emergency function annexes to the EOP (as provided for in Section 3.6) that will build a basis for specific operational guidelines. These guidelines will provide detailed yet flexible guidance and expectations of EOC staff in carrying out objectives during emergency operations. The success of implementing the incident management system will depend on guidelines to ensure consistent operational approaches with the flexibility to apply judgement as needed to address the nuances of the event. This will provide a foundation for training and exercises, along with metrics to evaluate the performance of the system (not people).	3.10 – Operational Procedures	Moderate	OES, Citywide Depts
64	OES should engage in plan development of a disaster recovery plan and COOP (as provided for in Section 3.6), which will build a basis for specific operational guidelines in recovery operations and continuity actions. These guidelines will provide detailed direction and expectations of EOC staff in carrying out objectives during emergency operations. The success of implementing the incident management objectives will depend on guidelines that ensure consistent operational approaches, a foundation to train and exercise, and metrics to evaluate system performance.	3.10 – Operational Procedures	Moderate	OES, Citywide Depts



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
65	OES should review all existing SOG to evaluate the inclusiveness of at-risk populations and populations representing cultural diversity to ensure the Whole Community is adequately represented in emergency operations and the City complies with the new provisions of the ESA.	3.10 – Operational Procedures	High	OES
66	OES should include the stakeholder participation of those representing the interests of at-risk populations when developing emergency plans and procedures. The program should further ensure these findings are incorporated into emergency plans, operational guidelines, and job aids.	3.10 – Operational Procedures	Critical	OES
67	The emergency management program should conduct a coordinated review of departmental emergency guidelines to identify gaps, conflicts, and needed updates. All departmental guidelines should be available both within the department, at the relevant Department Operations Center (DOC), if applicable, and electronically in WebEOC.	3.10 – Operational Procedures	Moderate	OES, Citywide Depts
68	OES should establish operational guidelines addressing the security and access of the EOC. Procedures should be developed in coordination with any existing Police Department procedures regarding the security of their headquarters facility. The operational guidelines for the EOC should be coordinated with those of the Police Department to balance the need for securing the facility with the need to provide access to EOC staff and partnering agencies.	3.11 – Emergency Operations Center / Facilities	Moderate	OES, Police
69	OES should coordinate with the Police Department to identify a parking strategy for EOC activations that would require augmented staffing. This strategy should be incorporated into EOC SOGs and provided to EOC staff to ensure staff are aware of parking expectations.	3.11 – Emergency Operations Center / Facilities	Moderate	OES, Police



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
70	It is recommended for the City to inventory and evaluate existing City facilities to identify if space exists that can accommodate an EOC with the capabilities of expansion, break-out and meeting rooms, JIC and media briefing capabilities, access to communications and networks, and space for assigned staff plus partner agencies arriving to conduct coordination activities.	3.11 – Emergency Operations Center / Facilities	Moderate	OES
71	It is recommended that OES staff be provided office space at the site of the EOC or program regular scheduled times during the workweek dedicated to conducting day-to-day functions from the EOC. This will better enable awareness of EOC condition, maintain greater opportunities for staff to maintain familiarity to EOC equipment and capabilities, and maintain EOC readiness.	3.11 – Emergency Operations Center / Facilities	High	OES, Fire, Police
72	It is recommended that the City provide OES control over the rooms dedicated to the EOC. These rooms and equipment contained within support the immediate and no-notice incident management of complex emergencies. OES is responsible for the readiness of these operations and should have operational control of these facilities.	3.11 – Emergency Operations Center / Facilities	High	OES, Fire, Police, City Manager
73	It is recommended that telephones be provided for each dedicated EOC position. Phone numbers should remain consistent to the position reducing confusion of contact information from incident to incident and continuity from shift to shift with continuous access to telephonic communications.	3.11 – Emergency Operations Center / Facilities	High	OES, IT
74	It is recommended that computers with access to tools such as WebEOC be made available at each dedicated EOC position. Network access or access to Wifi should be provided to each workstation.	3.11 – Emergency Operations Center / Facilities	Moderate	OES, IT



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
75	It is recommended that the City continue to ensure email accounts are made available dedicated to the specific EOC position. This better enables continuity from shift to shift with continuous access to email communications, a consistent and known contact point for staff and partners, and the ability to better archive email communications for documentation and auditing purposes.	3.11 – Emergency Operations Center / Facilities	High	OES, IT
76	It is recommended that that each position in the EOC be filled two deep while three deep is optimal. It is recommended to add additional contact methods to better ensure EOC are able to be reached when activated.	3.11 – Emergency Operations Center / Facilities	High	OES
77	It is recommended that the City continue to foster and encourage the relationship with RACES/ARES for amateur radio capabilities within the EOC during activations. An agreement should be maintained identifying roles, responsibilities, technical support, and access control.	3.11 – Emergency Operations Center / Facilities	Moderate	OES
78	It is recommended that OES identify space in the EOC for the use of partnering agencies coordinating agency efforts.	3.11 – Emergency Operations Center / Facilities	Moderate	OES
79	It is recommended that OES ensure amateur radio equipment is acquired, stored, and maintained at the EOC to ensure radio capabilities exist on site. Operators without owning personal equipment would be able to be utilized to support radio communications.	3.11 – Emergency Operations Center / Facilities	Low	OES, IT
80	It is recommended that additional television monitors be placed into the EOC to add viewing capabilities for EOC staff to see media and television programs, access to WebEOC boards, maps, and other computer products supporting incident operations.	3.11 – Emergency Operations Center / Facilities	Moderate	OES, IT
81	It is recommended that OES include the GIS role in the EOC staffing chart and ensure GIS has a dedicated space in the EOC. As only one City GIS position exists, the GIS role should be supported with alternative City staff able to perform GIS operations or mutual aid staffing among neighboring agencies.	3.11 – Emergency Operations Center / Facilities	High	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
82	It is recommended that policy be developed providing direction and guidance in the provision of situational information from the field in events with potential for expanding complexities to OES and ultimately the EOC. This best enables the emergency management program to be forward leaning and limit delays in activating the EOC and capabilities provided by the EOC.	3.11 – Emergency Operations Center / Facilities	High	OES, Fire, Police
83	It is recommended that guidance be developed in identifying the steps necessary for EOC staff to relocate from the primary to the alternate EOC.	3.11 – Emergency Operations Center / Facilities	Moderate	OES
84	It is recommended that the City evaluate the office space currently dedicated to OES for day-to-day administrative activities. Currently, staff is located in a portable office space at the rear of the back parking area of the Fire Department. The office space has been identified as needing repair.	3.11 – Emergency Operations Center / Facilities	High	Fire, OES
85	OES should initiate the development of a Crisis Communications Plan or Emergency Public Information Annex to the EOP. This plan will form the basis for a coordinated and consistent approach to the management of public information in the course of emergencies.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	Moderate	OES
86	The City should evaluate current available staffing resources to determine existing capacity and shortfalls to adequately support the needs of managing a crisis communications operation. Staff underutilized in emergency events in various departments should be identified for potential public information support roles in EOC activations. This could form core staffing for a PIO Team, which is a separate initiative.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	Moderate	OES, Fire, City Manager



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
87	OES should continue to develop and implement an ongoing, coordinated hazard public awareness and education campaign to provide consistent preparedness messages and resources for information and assistance to the public. Public awareness and education efforts should utilize all available media with content tailored for format and audience	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	Moderate	OES
88	OES should coordinate with City PIO to create and maintain procedures for activation, setup, and operation of a JIC.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	Moderate	OES
89	While the dedication to providing a robust public education program to the community establishes a relationship between the jurisdiction and constituents and can boost community preparedness levels, it is recommended that redirecting some of that level of effort towards maintenance of emergency planning efforts such as the Emergency Public Information Annex or Plan is essential to fill gaps in plans and procedures	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	High	OES, Fire
90	To comply with changes in the ESA, OES should include Whole Community considerations with focus on at-risk populations and culturally diverse populations into plans and procedures guiding the management of emergency public information. Messaging should be provided in accessible formats and demonstrate cultural competence. A multi-lingual approach needs to be adopted in message/information dissemination	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	High	OES
91	OES should survey City staff to determine who is bilingual and consider disaster-related assignments where their language skills may be needed. OES should also establish agreements with foreign language interpreters and sign language interpreters to support JIC operations in EOC activations	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	Moderate	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
92	The City should support OES in the development of a centralized training tracking database. This will be used for monitoring of NIMS training compliance, training gaps, attrition related adjustments, inclusion of changes in training requirements and other considerations. It would be expected that departments provide support in providing records or populating relevant courses into the database.	3.13 – Training and Exercises	High	OES, Human Resources, City Manager
93	As part of the training needs assessment describe above, OES and the Finance Department should determine training needs for financial and administrative staff to be able guide City personnel in required recordkeeping to maximize compliance with federal regulations and requirements for reimbursement if a disaster receives a federally declaration.	3.13 – Training and Exercises	Moderate	OES, Finance
94	It is recommended that the City consider and adopt a policy requiring all new employees to complete the “baseline” NIMS courses within 90 days of hire date. FEMA provides these courses online and they require minimal investments in time. As established in the California Government Code, all public employees in California are determined to be disaster service workers and may be called upon to perform roles in support of disaster response.	3.13 – Training and Exercises	Moderate	OES, Human Resources, City Manager
95	It is recommended that the City consider and adopt a policy requiring all existing employees to complete the “Baseline” NIMS courses within a reasonable timeline defined by the emergency management program in coordination with Human Resources and City leadership. Employees having defined roles beyond the baseline will require additional training. As established in the California Government Code, all public employees in California are determined to be disaster service workers and may be called upon to perform roles in support of disaster response.	3.13 – Training and Exercises	Moderate	OES, Human Resources, City Manager



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
96	It is recommended that the City engage in a multi-year training and exercise planning process to develop a MYTEP plan to develop a strategic approach to emergency operations capacity building (Currently On-going).	3.13 – Training and Exercises	High	OES
97	It is recommended that OES ensure emergency plans, procedures, and guidelines are incorporated into training and exercise opportunities.	3.13 – Training and Exercises	Moderate	OES
98	It is recommended that OES embrace training and exercising of emergency functions as an organizational priority and encourage active participation among staff assigned to emergency roles.	3.13 – Training and Exercises	High	OES
99	It is recommended that OES provide opportunities for elected and appointed officials to meet the recommended NIMS training including G-402 <i>Incident Command System (ICS) for Executive/Senior Officials</i> and G-191 <i>Incident Command System/Emergency Operations Center Interface</i> .	3.13 – Training and Exercises	High	OES, City Manager
100	It is recommended that OES ensure emergency plans, procedures, and policies are incorporated into training and exercise opportunities.	3.13 – Training and Exercises	High	OES
101	It is recommended that OES include recovery operations into training and exercise scheduling and development.	3.13 – Training and Exercises	Moderate	OES
102	It is recommended that OES include continuity of operations into training and exercise scheduling and development.	3.13 – Training and Exercises	Moderate	OES
103	It is recommended that OES ensure completion and incorporation of emergency function-based planning linking planning objectives with expectations of staff performance.	3.13 – Training and Exercises	High	OES
104	It is recommended that OES establish an exercise schedule allowing for EOC personnel to perform in their roles in simulated environments with a frequency that promotes increasing role confidence and skills evaluation (Currently On-going).	3.13 – Training and Exercises	High	OES



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	Recommendation	Program Area	Priority/ Timeframe	Responsibility Assignment
105	It is recommended that OES establish an exercise methodology that incorporates threats and hazards identified in hazard analyses and emergency functions included in a revised EOP.	3.13 – Training and Exercises	Moderate	OES



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4.3 Table of Program Review Findings

The following table provides a summarized view of the current status of City actions taken to meet the standards used in this assessment. This assessment uses national standards from emergency management industry-based codes and standards oversight bodies such as EMAP and NFPA as a foundation. This assessment does not indicate compliance or non-compliance with accreditation, as these findings are exclusive to EMAP or other oversight body. This assessment uses this foundation as industry best practices to gauge program effectiveness. The table identifies whether the City has adequately met (addressed), partially addressed, or has yet to address the standard. Based on the information provided by the City, program efforts were analyzed and assigned the appropriate classification.

#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Management Program Administration and Organization				
1-1	The program is identified within the jurisdictional organizational structure dedicated to the emergency management mission.	X		
1-2	The program has dedicated staff resources focused on the emergency management mission with access to executive officials.		X	
1-3	The program has sufficient staffing with applicable and appropriate skillsets to manage a comprehensive emergency management program.		X	
1-4	Leadership demonstrates commitment to the emergency management program to prevent, mitigate the consequences of, prepare for, respond to, maintain continuity during, and recover from incidents. (NFPA 4.1.1)		X	
1-5	The leadership commitment includes the following: 1. Support the development, implementation, and maintenance of the program. 2. Provide necessary resources to support the program. 3. Ensure the program is reviewed and evaluated as needed to ensure program effectiveness. 4. Support corrective actions to address program deficiencies. (NFPA 4.1.2)		X	
1-6	The program adheres to policies, executes plans, and follows procedures developed to support the program.			X
1-7	The program utilizes strategic planning defining the program's vision, mission, goals, objectives, and milestones.			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Management Program Administration and Organization				
1-9	The program has established performance objectives addressing both short-term and long-term needs. (NFPA 5.5.3)		X	
1-10	The program has a documented method and schedule for evaluation, maintenance, revision, and corrective actions of the program. (EMAP 3.1.1)			X
1-11	There is a designated emergency management department or office established with the authority to administer the program on behalf of the jurisdiction. (EMAP 3.2.1)	X		
1-12	There is a designated individual empowered with the authority to execute the program on behalf of the jurisdiction. (EMAP 3.2.2)	X		
1-13	The program incorporates the concepts and principles of the National Incident Management System (NIMS), including the use of the Incident Command System (ICS) for response.	X		
1-14	The program has been appropriately branded and is recognized by the organization regarding its mission and services.		X	
1-15	There is a documented, ongoing process utilizing one or more committees that provides for coordinated input by program stakeholders in the preparation, implementation, evaluation, and revision of the program. (EMAP 3.3.1)		X	
1-16	The advisory committee(s) meet with a frequency determined by the program coordinator to provide for regular input. (EMAP 3.3.2)		X	
1-17	The advisory committee(s) includes the program staff and others who have the expertise, knowledge, and capability to identify resources from all key functional areas within the organization.			X

#	Standard	Addressed	Partially Addressed	Needs Improvement
Administration and Finance				
2-1	The program has financial and administrative procedures or follows existing jurisdiction procedures for use before, during, and after an emergency or disaster. (EMAP 3.4.2)		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Administration and Finance				
2-2	The program includes a responsive finance and administrative framework that does the following: 1. Complies with the jurisdiction's policies/regulations. 2. Specifically addresses response, continuity, and recovery operations. 3. Provides for maximum flexibility to expeditiously request, receive, manage, and apply funds in emergency situations to ensure the timely delivery of assistance. (NFPA 4.6.2)		X	
2-3	Finance and administrative procedures for the program include the following: 1. Responsibilities for program finance authority, including emergency finance/procurement policies 2. Program procurement procedures 3. Payroll 4. Accounting systems to track and document costs 5. Management of funding from external sources 6. Crisis management procedures that coordinate authorization levels and appropriate control measures 7. Documenting financial expenditures incurred as a result of an incident and for compiling claims for future cost recovery 8. Identifying and accessing alternative funding source 9. Managing budgeted and specially appropriated funds (NFPA 4.6.4)		X	
2-4	Leadership demonstrates commitment to the emergency management program to prevent, mitigate the consequences of, prepare for, respond to, maintain continuity during, and recover from incidents. (NFPA 4.1.1)		X	
2-5	Procedures and policies have been developed and approved for expediting fiscal decisions in accordance with appropriate laws and regulations.			X
2-6	The authority and responsibilities of the program are established and executed in accordance with statutes, regulations, or policies. (EMAP 3.5.1)	X		
2-7	The program monitors for and maintains a process for identifying and addressing legislative and regulatory changes impacting program mission. (EMAP 3.5.2)			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Hazard Identification, Risk Assessment, and Consequence Analysis				
3-1	The program considers all threats and hazards (i.e., takes an “all hazards” approach).	X		
3-2	The program has conducted a Threat and Hazard Identification, Risk Assessment (THIRA) and consequence analysis. They include responsibilities and activities associated with the identification of hazards and assessment of risks to persons, public and private property, and structures.	X		
3-3	The program has identified the natural and human-caused hazards that potentially have an impact on the jurisdiction using a broad range of sources. The emergency management program has assessed the risk and vulnerability of people, property, the environment, and its own operations from these hazards. (EMAP 4.1.1)	X		
3-4	The program has conducted an analysis of the impacts of the hazards identified on the following: 1. Health and safety of the community 2. Health and safety of responders 3. Continuity of operations/government 4. Property, facilities, assets, and critical infrastructure 5. Supply chain 6. Environment 7. Economic and financial condition 8. Regulatory and contractual obligations 9. Public confidence (NFPA 5.2.3) (EMAP 4.1.2)		X	
3-5	The analysis evaluates the potential effects of regional, national, or international incidents that could have cascading impacts on jurisdiction. (NFPA 5.2.4)		X	
3-6	The consequence analysis identifies dependencies and interdependencies across functions, processes, and applications for potential compounding impacts. (NFPA 5.3.4)		X	

#	Standard	Addressed	Partially Addressed	Needs Improvement
Hazard Mitigation				
4-1	The program maintains a multi-hazard mitigation plan.	X		



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Hazard Mitigation				
4-2	The emergency management program includes a mitigation strategy to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. The mitigation strategy identifies ongoing opportunities and tracks repetitive loss. (EMAP 4.2)	X		
4-3	The program has identified the natural and human-caused hazards that potentially have an impact on the jurisdiction using a broad range of sources. The emergency management program has assessed the risk and vulnerability of people, property, the environment, and its own operations from these hazards. (EMAP 4.1.1)	X		
4-4	The program has conducted an analysis of the impacts of the hazards identified on the following: 1. Health and safety of the community 2. Health and safety of responders 3. Continuity of operations/government 4. Property, facilities, assets, and critical infrastructure 5. Supply chain 6. Environment 7. Economic and financial condition 8. Regulatory and contractual obligations 9. Public confidence (NFPA 5.2.3) (EMAP 4.1.2)	X		
4-5	The mitigation strategy is based on the natural and human-caused hazards identified by the program and the risk and consequences of those hazards. (NFPA 6.3.2)	X		
4-6	The jurisdiction mitigation plan was developed through a formal planning processes involving emergency management program stakeholders and establishes interim and long-term strategies, goals, objectives, and actions to reduce risk to the hazards identified. The emergency management program implements a process and documents project ranking based upon the greatest opportunity for loss reduction and documents how specific mitigation actions contribute to overall risk reduction. (EMAP 4.2.1) (NFPA 6.3.3)	X		
4-7	The mitigation program is in coordination with applicable jurisdictional, inter-jurisdictional, multi-jurisdictional mitigation efforts. (EMAP 4.2.4)	X		



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Prevention				
5-1	The jurisdiction has processes to prevent incidents. (EMAP 4.3.1)		X	
5-2	The program has used its hazard analysis and risk assessment to develop and implement processes to prevent incidents.		X	
5-3	The program accesses and utilizes intelligence activities, threat assessments, surveillance programs and other sources coordinated among stakeholders. (EMAP 4.3.1)		X	
5-4	The program coordinates prevention activities among disciplines, monitors identified threats, and adjusts level of prevention activity according to risk. (EMAP 4.3.1)		X	
5-5	The program maintains procedures to exchange information among stakeholders to prevent incidents. (EMAP 4.3.2)			X

#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Planning				
6-1	The program maintains plans that are reviewed, updated, and distributed to emergency management team members on a scheduled basis.		X	
6-2	Sections of the plans are available to those assigned specific tasks and responsibilities therein and to key stakeholders, as required.		X	
6-3	Plans are individual, integrated into a single plan, or a combination of the two.			X
6-4	The program includes key stakeholders in the planning process. (NFPA 5.1.6) (CPG-101)			X
6-5	The program integrates the needs of the whole community, including persons with access and functional needs. (CPG-101)			X
6-6	The program, through formal planning processes involving stakeholders, has developed the following plans: 1. Emergency Operations; 2. Recovery; and 3. Continuity of Operations 4. Continuity of Government The process addresses all hazards identified by the jurisdiction and provides for regular review and update of plans. (EMAP 4.4.1)			X
6-7	The plan documents are well organized, sequential in progression, and is easy for the reader to follow. (CPG-101)	X		



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Planning				
6-8	The emergency operations plan, recovery plan, and continuity of operations plans address the following: 1. Purpose, scope and/or goals and objectives; 2. Authority; 3. Situation and assumptions; 4. Functional roles and responsibilities for internal and external agencies, organizations, departments and positions; 5. Logistics support and resource requirements necessary to implement plan; 6. Concept of operations; and 7. Plan maintenance. (EMAP 4.4.2) (CPG-101)			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Planning				
6-9	The emergency operations plan (EOP) identifies and assigns specific areas of responsibility for performing functions in response to an emergency or disaster. Areas of responsibility needing further attention using specific annexes or individual plans may be addressed within the following: 1. Administration and finance; 2. Agriculture and natural resources; 3. Alert and notification; 4. Communications; 5. Critical infrastructure and key resource restoration; 6. Damage assessment; 7. Debris management; 8. Detection and monitoring; 9. Direction, control and coordination; 10. Donation management; 11. Emergency public information; 12. Energy and utilities services; 13. Fatality management and mortuary services; 14. Firefighting/fire protection; 15. Hazardous materials; 16. Human services (including food, water and commodities distribution) 17. Incident and needs assessment 18. Information collection, analysis, and dissemination; 19. Law enforcement; 20. Mass care and sheltering; 21. Mutual aid; 22. Population protection (evacuation and shelter-in-place); 23. Private sector coordination; 24. Public Health and medical; 25. Public works and engineering; 26. Resource management and logistics; 27. Search and rescue; 28. Transportation systems and resources; 29. Volunteer management; and 30. Warning. (EMAP 4.4.3)			X
6-10	The program incorporated the EOP consistent with CPG-101 guidance.			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Planning				
6-11	The EOP's Basic Plan includes the components contained within CPG-101 recommended formatting including: 1. Introductory Material A. Promulgation Document B. Approval and Implementation C. Record of Changes D. Record of Distribution E. Table of Contents 2. Purpose, Scope, Situation, Overview, and Assumptions A. Purpose B. Scope C. Situation Overview - Hazard Analysis Summary - Capability Assessment - Mitigation Overview D. Planning Assumptions 3. Concept of Operations 4. Organization and Assignment of Responsibilities 5. Direction, Control, and Coordination 6. Information Collection, Analysis, and Dissemination 7. Communications 8. Administration, Finance, and Logistics 9. Plan Development and Maintenance 10. Authorities and References (CPG-101)			X
6-12	The planning efforts are flexible enough to address both traditional and catastrophic incidents. (CPG-101)		X	
6-13	Plans identify tasks roles/responsibilities, tasks, and establish accountability. (CPG-101)		X	
6-14	The planning process depicts the anticipated environment for action. (CPG-101)		X	
6-15	The plans incorporate NIMS including the use of ICS/multi-agency coordination, integrates response agencies into single seamless system. (CPG-101)	X		
6-16	The plan integrates key private sector and non-governmental elements. (CPG-101)			X
6-17	The plan includes provisions for vertical integration for effective coordination with agencies up and down levels of government. (CPG-101)	X		
6-18	The plan includes provisions for horizontal integration for effective coordination across internal departments and among neighboring/partnering agencies. (CPG-101)		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Emergency Planning				
6-19	The program maintains a pre-disaster recovery plan.			X
6-20	The recovery plan addresses short- and long-term recovery priorities and provides guidance for restoration of critical community functions, services, vital resources, facilities, programs, and infrastructure to the affected area. (EMAP 4.4.4) (NFPA 6.9.3)			X
6-21	The recovery plan addresses the functions established within the National Disaster Recovery Framework.			X
6-22	The program maintains a continuity of operations (COOP) plan.			X
6-23	The COOP identifies those functions, processes, infrastructure, systems, and applications that are critical to the jurisdiction. (NFPA 6.9.1)			X
6-24	The continuity of operations (COOP) plan identifies and describes how essential functions will be continued and recovered in an emergency or disaster. The plan(s) identify essential positions and lines of succession and provide for the protection or safeguarding of critical applications, communications resources, vital records/databases, and process and functions that must be maintained during response activities. The plan(s) identify and prioritize applications, records, processes and functions to be recovered if lost. Plan(s) have been developed for each department performing essential functions. The plan(s) also address alternate operating capability and facilities. (EMAP 4.4.5)			X
6-25	The COOP plan identifies how the jurisdiction's responsibilities will be preserved, maintained, or reconstructed. The plan includes identification of succession of leadership, delegation of emergency authority, and command and control. (EMAP 4.4.6)			X
6-26	The COOP identifies dependencies and interdependencies across functions to determine the potential for compounding impacts in the event of an interruption or disruption. (NFPA 5.3.4)			X
6-27	The COOP identifies stakeholders that need to be notified, contact lists, COOP coordinators, critical and time sensitive applications during events causing disruption. (NFPA 6.9.2)			X
6-28	The program maintains a continuity of government (COG) plan/procedures.		X	
6-29	The program has established and maintains procedure(s) to comply with applicable legislation, policies, regulatory requirements, and directives.		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Incident Management				
7-1	The program has an incident management system in place to analyze emergency situations and provide for clear and effective response and recovery. (EMAP 4.5) (NFPA 6.7.1)	X		
7-2	The jurisdiction has formally adopted an incident management system. The system includes, but is not limited to, the following concepts: modular organization, unified command, multi-agency coordination, span of control, common terminology, action planning process, comprehensive resource management, integrated communications, and pre-designated facilities. (EMAP 4.5.1)		X	
7-3	The program has designated a single point of contact to serve as the coordinator for the incident management system implementation. (EMAP 4.5.2)		X	
7-4	The incident management system includes specific organizational roles and responsibilities for each incident management function. (EMAP 4.5.4)	X		
7-5	All personnel with an emergency response role have received training on the incident management system. (EMAP 4.5.6)		X	
7-6	The emergency management program ensures that procedures address coordination activities with all personnel with an emergency response role including superior, subordinate, and lateral elements as well as external partners and neighboring jurisdictions. (EMAP 4.5.3)			X
7-7	Emergency operations and response are guided by an incident action plan or managed by objectives. (NFPA 6.7.6)	X		
7-8	On activation of the EOC, communications and coordination are established between incident command and the EOC. (NFPA 6.7.1.1.3)		X	

#	Standard	Addressed	Partially Addressed	Needs Improvement
Resource Management, Logistics, and Mutual Aid				
8-1	The program has a resource management system that includes objectives and procedures that address the identification, location, acquisition, storage, maintenance and testing, timely distribution, and accounting for services and materials to address the hazards identified by the program. (EMAP 4.6.1)		X	
8-2	The program incorporates the hazard assessment into identifying resources needs. (NFPA 5.4.1)			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Resource Management, Logistics, and Mutual Aid				
8-3	The resource management objectives are established by conducting a periodic gap analysis. (EMAP 4.6.3)			X
8-4	The program has developed procedures for continuous situation analysis incorporating damage assessments, needs assessments, response actions, and current conditions. (NFPA 6.7.5)			X
8-5	The program has implemented a resource management process that addresses acceptance and management of donated goods, materials, services, personnel, financial resources, and facilities whether solicited and/or unsolicited. (EMAP 4.6.4)			X
8-6	Resource needs are assessed periodically and include the following: 1. Human resources, equipment, training, facilities, funding, expert knowledge, materials, technology, information, intelligence, and the time frames within which they will be needed. 2. Quantity, response time, capability, limitations, cost and liabilities. (NFPA 5.4.2)		X	
8-7	The resource management system includes procedures that address the following: 1. Activating those processes prior to and during an emergency; 2. Dispatching resources prior to and during an emergency; and 3. Deactivating or recalling resources during or after an emergency. (EMAP 4.6.2)		X	
8-8	Resources necessary to implement an effective response and recovery have been inventoried.			X
8-9	Procedures have been developed to specify methods of resource acquisition including sources, contact information, acquisition, storing, distribution, and other special considerations.		X	
8-10	Facilities capable of supporting response, continuity, and recovery operations have been identified. (NFPA 5.4.4)			X
8-11	The program maintains planning and procedures for obtaining internal and external resources.		X	
8-12	The need for mutual aid/assistance or partnership agreements have been determined. (NFPA 5.4.5)		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Resource Management, Logistics, and Mutual Aid				
8-13	Mutual aid agreements, contractual service agreements, memoranda of understanding, and other arrangements that provide additional equipment, supplies, facilities, and/or personnel are in place. (EMAP 4.6.5)		X	
8-14	Mutual aid agreements, memoranda of understanding, contractual service agreements and other resource arrangements have been inventoried and are regularly reviewed.			X

#	Standard	Addressed	Partially Addressed	Needs Improvement
Communications and Warning				
9-1	The program has assessed and evaluated its warning, notification, and communication needs. (NFPA 6.5.1)			X
9-2	The jurisdiction has a communications plan that provides for using, maintaining, and augmenting all of the equipment necessary for efficient preparation for, response to, and recovery from emergencies.			X
9-3	Communications systems are tested on an established schedule and results are documented and corrective actions are addressed. (EMAP 4.7.4) (NFPA 6.5.3)		X	
9-4	The program maintains communication systems that are reliable, redundant, and interoperable. (NFPA 6.5.2)		X	
9-5	There is a comprehensive communications and notification plan to communicate both internally and externally with all emergency management program stakeholders (higher, laterally, and subordinate) and emergency personnel; system interoperability has been addressed in the development process. (EMAP 4.7.2)			X
9-6	Communications have been designed for the specific hazards and requirements of the program's potential operating environments, are able to support all components of the response and recovery plans, and includes redundancy to provide alternative means of communications in case of failure in primary system(s). (EMAP 4.7.2)		X	
9-7	The program maintains a system(s) to alert and notify the public at risk of impending incidents. (NFPA 6.5.3)		X	
9-8	The program maintains redundancy in the emergency alert and notification systems		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Communications and Warning				
9-9	The program has developed and maintains a plan to disseminate emergency alerts and warnings to the public potentially impacted by an actual or impending emergency and to communicate with the jurisdiction population. Communications have been designed for the specific hazards and requirements of the program's potential operating environments and include redundancy to provide alternative means of warning in case of failure in primary system(s). These procedures address the specific hazards and requirements of the jurisdiction's potential operating environments, clearly delineate any decision-making processes or triggering events, and are reviewed and updated on an established schedule. The plan addresses dissemination of alerts and warnings to vulnerable populations as defined by the jurisdiction. The review/update process for the plan is recorded and documented. (EMAP 4.7.3)			X

#	Standard	Addressed	Partially Addressed	Needs Improvement
Operational Procedures				
10-1	The program has procedures in place that implement emergency plans and response/recovery actions. (EMAP 4.4.7)		X	
10-2	Procedures reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, restoration of essential program functions, and coordination among appropriate stakeholders. (EMAP 4.4.7)			X
10-3	Procedures include the following: 1. Control of access to the area affected by the incident 2. Identification of personnel engaged in activities at the incident 3. Accounting for personnel engaged in incident activities 4. Mobilization and demobilization of resources (NFPA 6.6.4)			X
10-4	Procedures have been developed to guide situation and damage assessment, situation reporting, and incident action planning. (EMAP 4.4.7)		X	
10-5	Procedures have been developed to guide emergency operations ensuring response and recovery actions are inclusive of the whole community.			X



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Prevention				
11-1	The jurisdiction has facilities capable of adequately supporting response and recovery activities. (EMAP 4.8)		X	
11-2	The program has established and tested procedures for activation, operation, and deactivation of primary and alternate facilities. (EMAP 4.8.2)		X	
11-3	The program has identified primary and alternate EOCs capable of managing response, continuity, and recovery operations. (NFPA 6.7.1.1.1) (EMAP 4.8.1)	X		
11-4	The EOC is located in a facility that has structural integrity and can survive relevant risks.		X	
11-5	The EOC can be quickly secured.	X		
11-6	Security measures are used at the EOC such as barriers, security cameras, access controls.	X		
11-7	The program maintains procedures to further enhance security measures commensurate with higher threat levels.			X
11-8	The EOC has adequate parking.		X	
11-9	The EOC is served by adequate transportation routes to ensure accessibility of staff and supplies.	X		
11-10	The EOC is capable of expansion for additional staffing should escalation be required.		X	
11-11	The program has identified known risks that threaten the EOC and identified mitigation actions.		X	
11-12	Is the EOC a dedicated facility, shared use facility, shared with other agencies?		X	
11-13	The EOC space is of sufficient square footage to conduct emergency operations.		X	
11-14	Is the EOC space configuration dedicated to EOC use, multi-use?		X	
11-16	The program has developed EOC activation procedures including actions that must occur for the building of EOC operations in multi-use facilities.	X		
11-17	The program has developed procedures to activate the EOC in a scalable manner based on incident complexity.	X		
11-19	The program has developed EOC contact lists, rosters, EOC job aids		X	
11-20	The EOC operations space is adequate to support response coordination and EOC staff needs.		X	
11-21	The EOC has adequate breakout room space.		X	
11-22	The EOC contains an area for media activities including press briefings. Press conference rooms are adequate in size, physically separated from operations.		X	



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#	Standard	Addressed	Partially Addressed	Needs Improvement
Prevention				
11-23	The EOC contains an area for joint information center activities.			X
11-24	The EOC contains capacity to support communications capabilities		X	
11-25	The EOC has adequate telephone capacity. VOIP, commercial carrier, in-house vs local PBX.		X	
11-26	The EOC has the capability to provide secure communications (Secure voice, fax, VTC).		X	
11-27	The EOC has radio communications readily available	X		
11-29	The EOC incorporates the use of amateur radio services. The EOC has identified space and equipment necessary for amateur radio capabilities.	X		
11-30	The EOC maintains an adequate number of computers to support emergency response operations.		X	
11-31	EOC staff have access to e-mail communication capabilities. Email services are archived.	X		
11-32	EOC activities are managed using a system to ensure incident information incorporated into common operating picture and stored.	X		
11-33	The EOC is served by an adequate number of servers		X	
11-34	The networks supporting the EOC LAN/WAN have adequate protection against cyber-attack.		X	
11-35	The EOC maintains adequate audio/visual capabilities to effectively promote situational awareness/common operating picture.	X		
11-36	The EOC has the capability to provide public (intercom) announcements.			X
11-37	The EOC can support additional staff from outside agencies in expanding incidents.			X
11-38	The EOCs can support operations for an extended period of time.		X	
11-39	The EOCs have backup power/generator power.	X		
11-40	The EOCs have uninterruptible power supply (UPS) of a duration capable to support EOC systems until back up power is on line.		X	
11-41	The EOCs have adequate heating, ventilation, and air conditioning. Centrally or locally managed?	X		
11-42	EOCs are equipped with support areas such as file rooms, copy/work rooms, server sites etc.		X	
11-43	EOCs have adequate number of printers and copiers to conduct EOC operations.		X	
11-44	EOC maintains GIS capacity including staffing, data, computers, printers, servers, supplies.			X



City of Milpitas
Emergency Management Program Assessment

#	Standard	Addressed	Partially Addressed	Needs Improvement
Prevention				
11-45	EOC staff are regularly trained in EOC activation, operations, procedures, and communications.		X	
11-46	Jurisdiction departments have procedures in place to provide situational information and incident reporting to EOC during activation.			X
11-47	Jurisdictional departments have procedures in place to provide situational information to EM program prior to EOC activation in incidents with potential for expansion.			X
11-48	The program has identified an alternate EOC to assure continuity of emergency operations.	X		
11-49	Procedures are in place addressing the transition from primary EOC to the alternate EOC, activation of alternate EOC capabilities, notification of staff.			X
11-50	EOC staff have rapid access to alternate EOC.	X		
11-51	The alternate EOC is located in a facility that has structural integrity.	X		
11-52	The alternate EOC has adequate parking and adequate road network for access.		X	
11-53	The alternate EOC has the same capabilities as the primary location.		X	

#	Standard	Addressed	Partially Addressed	Needs Improvement
Crisis Communications and Emergency Public Information				
12-1	The program has established and maintains a crisis communications or public information capability that includes the following: 1. Central contact facility or communications hub 2. Physical or virtual information center 3. System for gathering, monitoring, and disseminating information 4. Procedures for developing and delivering coordinated messages 5. Pre-scripted information bulletins or templates 6. Protocol to clear information for release 7. Capability to communicate with special needs populations 8. Protective measures guidelines (NFPA 6.4.2) (EMAP 4.11.2)		X	



City of Milpitas
Emergency Management Program Assessment

#	Standard	Addressed	Partially Addressed	Needs Improvement
Crisis Communications and Emergency Public Information				
12-2	The program maintains a documented plan and procedures for its public information function. The public information plan is designed to inform and educate the public about hazards, threats to public safety, and risk reduction through various media. The public information plan provides for timely and effective dissemination of information to protect public health and safety, including public officials and VIPs. Procedures include a process for obtaining and disseminating public information materials in alternative methods. (EMAP 4.11.1)			X
12-3	Procedures are in place and tested to support a joint information system and center. (EMAP 4.11.3)			X
12-4	The program has designated and trained spokespersons qualified to deliver the emergency management program's message, appropriate to the hazard and audience. (EMAP 4.11.2)		X	
12-5	The program provides for information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, and actions to mitigate the threats including protective actions. Public outreach activities are initiated to ensure that diverse populations are appropriately advised.		X	
12-6	The program is capable of monitoring for and correcting rumors and false narratives.			X
12-7	The program utilizes multiple forums of message delivery.			X

#	Standard	Addressed	Partially Addressed	Needs Improvement
Disaster Public Education and Outreach				
13-1	The program has implemented a public education program to communicate to the community: 1. Potential hazard impacts 2. Preparedness measures & information 3. Actions to mitigate threats 4. Information needed to develop a preparedness plan (NFPA 7.7)	X		
13-2	The program maintains an education and outreach program for emergency preparedness that strives to build a culture of preparedness throughout the whole community and inclusive of diverse populations. (EMAP 4.11.4)		X	



City of Milpitas
Emergency Management Program Assessment

#	Standard	Addressed	Partially Addressed	Needs Improvement
Disaster Public Education and Outreach				
13-3	The program has a strategy for assisting and supporting its community members that includes the following: 1. Communications procedures 2. Contact information, including emergency contact outside the anticipated hazard area 3. Accounting for persons affected, displaced, or injured by the incident 4. Temporary, short-term, or long-term housing, and feeding and care of those displaced by an incident 5. Mental health and physical well-being of individuals affected by the incident Pre-incident and post-incident awareness		X	
13-4	The strategy is flexible for use in all incidents.			X
13-5	The program takes into account the need/expectation for individual preparedness among agency staff and provides training/education enhancing staff personal preparedness.			X



City of Milpitas
Emergency Management Program Assessment

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4.4 Estimated Level of Effort Table

The following table provides a tabular reference tool to aid decision makers in evaluating the level of effort that would be required to complete the findings contained within this assessment. The estimates provided are based from the experience of subject matter experts who have served managing local emergency management and government programs. These estimates further may be influenced by a variety of factors that would ultimately create additional unanticipated time requirements. It is impossible to fully anticipate the numerous variables that risk altering the expected hours that will be necessary to achieve many of the following objectives. Many of the findings are functions that are ongoing activities that will not have an end point such as inter-organization coordination due to relationship maintenance and inter-agency cooperation does not end. The table provides both estimates of the time required to complete the recommendation and the time that would be required to maintain the activity and ensure the capability continues.

Example: The development of a Continuity of Operations Plan would likely require an investment of 475 – 525 hours to initially draft and 30 – 40 hours annually to maintain.

*The table provides only estimates that would be required of staff assigned to OES and does reflect the hours that other departments might contribute such as participating in planning efforts or emergency operations training. Additionally, this table only assesses level of effort within the scope of this assessment and does not account for a comprehensive examination of job duties and time OES staff currently are engaged in day-to-day such as general administrative activities and time spent supporting activities outside of emergency management roles.

The recommendations below are numbered consistently with the recommendations contained in the assessment and in Table 4.2.

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
1	Emergency management program strategic plan	3.1 - Program Administration, Organization, and Stakeholder Outreach	320 – 400	20
2	Re-designate the Office of Emergency Services to be re-titled as the “Office of Emergency Management”	3.1 - Program Administration, Organization, and Stakeholder Outreach	0 - 5	NA
3	Updating City Ordinance reflecting changes to the Disaster Council	3.1 - Program Administration, Organization, and Stakeholder Outreach	0 - 5	NA



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
4	Public Safety and Emergency Preparedness Commission	3.1 - Program Administration, Organization, and Stakeholder Outreach	10 - 20	60 - 80
5	Augment staffing capacity in OES with an additional FTE	3.1 - Program Administration, Organization, and Stakeholder Outreach	0 - 5	NA
6	Look to outside sources such as contracting to aid in filling planning, exercise, and training gaps	3.1 - Program Administration, Organization, and Stakeholder Outreach	20 - 40	20 - 40
7	Procure a contractor with experience in disaster finance and cost recovery.	3.2 – Administration and Finance	0 - 10	10 - 30
8	Evaluate City disaster cost recovery policies and practices	3.2 – Administration and Finance	30-50	10 - 20
9	Finance Department staff dedicated to EOC provided disaster cost recovery training.	3.2 – Administration and Finance	10 - 20	10 - 20
10	Ensure purchasing manuals, procedures, and guidelines be consolidated and available in printed and electronic format in the EOC.	3.2 – Administration and Finance	20 - 30	10 - 20
11	Incorporating the threat assessment principles contained within Community Preparedness Guide (CPG) 201 in planning efforts.	3.3 – Hazard Identification and Risk Assessment	20 - 40	10 - 20
12	Ensure consistency among threat assessments in the EOP and the LHMP should be coordinated in future EOP updates.	3.3 – Hazard Identification and Risk Assessment	10 - 20	5 - 10
13	Leverage the findings from local hazard analyses and threat assessment to incorporate into continuity planning.	3.3 – Hazard Identification and Risk Assessment	10 - 20	5 - 10



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
14	Leverage local hazard analyses and threat assessments to incorporate vulnerabilities and consequences into pre-disaster recovery planning.	3.3 – Hazard Identification and Risk Assessment	20 - 40	10 - 20
15	Include in hazard analyses consideration of potential impacts resulting from climatic changes on hazards, resources, and infrastructure in the City.	3.3 – Hazard Identification and Risk Assessment	40 - 80	15 - 30
16	Ensure hazard specific appendices are added to the EOP.	3.3 – Hazard Identification and Risk Assessment	350 - 700	40 - 80
17	Ensure communication pathways are open and maintained with regional agencies maintaining threat assessments.	3.3 – Hazard Identification and Risk Assessment	5 - 10	10 - 20
18	Ensure staff is designated to gain and maintain “Authorized User” in the Protected Critical Infrastructure Information (PCII) program.	3.3 – Hazard Identification and Risk Assessment	8 - 12	5 - 10
19	Continue to actively participate in the county-wide approach to mitigation planning.	3.4 – Hazard Mitigation	40 – 80 (At 5 Year Update Cycles)	15 - 30
20	Ensure OES dedicates effort in coordinating the various hazard analyses on-going to ensure consistency of information.	3.4 – Hazard Mitigation	20 - 40	10 - 20
21	Establish procedures or policy to ensure that OES is included in coordination in prevention activities in City departments.	3.5 - Prevention	2 - 10	4 - 8



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
22	Develop procedures or policy to ensure agencies responsible for intelligence sharing and prevention activities coordinate with OES.	3.5 - Prevention	2 - 10	4 - 8
23	Develop an updated EOP adhering to guidance provided by federal doctrine (CPG-101)	3.6 – Emergency Planning	150 - 350	20 - 40
24	Engage in a comprehensive and collaborative planning process to ensure EMAP standard 4.4.3 are included in EOP.	3.6 – Emergency Planning	40 - 60	15 - 30
25	Emergency Plan Annex priority be placed on: Alert & Warning, Donations & Volunteer Management, Emergency Public Information, Evacuation, Mass Care & Shelter, Communications.	3.6 – Emergency Planning	350 - 800	80 - 120
26	Engage in a comprehensive planning process to develop a Continuity of Operations Plan (COOP).	3.6 – Emergency Planning	300 - 400	40 - 80
27	Identify and assess alternate locations for incident that significantly damages or disrupts all of parts of City Hall and other City facilities.	3.6 – Emergency Planning	60 - 80	15 - 30
28	Develop a training and exercise program focused on COOP and COG based on findings of the completed COOP Plan.	3.6 – Emergency Planning	60 - 100	40 - 60
29	Develop a comprehensive Disaster Recovery Plan.	3.6 – Emergency Planning	250 - 350	40 - 80
30	Ensure recovery functional elements defined within the NDRF are included in the planning process.	3.6 – Emergency Planning	80 - 120	10 - 20



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
31	Develop procedures for activation, management, and de-activation of Local Assistance Center and Family/Victim Assistance Centers.	3.6 – Emergency Planning	150 - 350	20 - 40
32	OES should coordinate with Building Safety and Housing and community partners to develop a Disaster Housing Strategy.	3.6 – Emergency Planning	150 - 350	30 - 60
33	Develop a comprehensive Debris Management Plan.	3.6 – Emergency Planning	250 - 350	20 - 40
34	Initiate procurement actions to identify and select debris contractors for pre-event contract for disaster generated debris clearance & management.	3.6 – Emergency Planning	40 - 80	10 - 20
35	Convene a working group to develop the Debris Management Plan in coordination with the Santa Clara County Debris Management Plan.	3.6 – Emergency Planning	40 - 80	20 - 40
36	Incorporate AFN and whole community considerations within the body of all emergency plans.	3.6 – Emergency Planning	80 - 140	60 - 80
37	Develop contact lists, and routinely include AFN stakeholders in emergency planning process.	3.6 – Emergency Planning	20 - 40	15 - 30
38	Implement a private sector working group with representatives from the private sector, for integration into City plans, procedures, and situational awareness.	3.6 – Emergency Planning	60 - 80	60 - 80
39	Identify and establish responsibilities of non-government organizations in advance of an emergency/disaster.	3.6 – Emergency Planning	40 - 80	20 - 40



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
40	Identify and establish agreements with local volunteer and community organizations to assist with or manage volunteers and donations in a disaster.	3.6 – Emergency Planning	60 - 100	20 - 40
41	Identify and establish a relationship with private utilities in preparedness and response roles, including liaison in the EOC.	3.6 – Emergency Planning	40 - 80	10 - 20
42	Coordinate with Santa Clara County to clarify and document plans and processes for standing up emergency shelters.	3.6 – Emergency Planning	40 - 60	20 - 40
43	Develop a power vulnerability plan to respond to power disruption.	3.6 – Emergency Planning	150 - 300	20 - 40
44	Inventory, document, and provide procedures city-wide related to emergency management and EOC activities.	3.7 – Incident Management	60 - 100	20 - 40
45	Review, update, draft EOC procedures addressing the communication between field assets and the EOC to ensure all functions are included in communication	3.7 – Incident Management	40 - 80	10 - 20
46	Engage in development of emergency function annexes to the EOP to build a basis for specific operational procedures.	3.7 – Incident Management	40 – 80 (Procedure identification only, plan development in Rec # 25)	20 - 40
47	Develop a Resource Management Plan or Annex to the EOP	3.8 – Resource Management, Logistics, and Mutual Aid	150 - 300	20 - 40
48	Conduct an enterprise-wide inventory of resource assets and maintain regularly.	3.8 – Resource Management, Logistics, and Mutual Aid	60 - 100	20 - 40



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
49	Review established hazard analyses to develop resource needs to address threats facing Milpitas.	3.8 – Resource Management, Logistics, and Mutual Aid	40 - 80	10 - 15
50	Review equipment and supplies needed for emergency response based on the resource needs assessment described in Rec 49 above.	3.8 – Resource Management, Logistics, and Mutual Aid	40 - 80	10 - 20
51	Establish a city-wide resource management database that could be utilized in the EOC.	3.8 – Resource Management, Logistics, and Mutual Aid	50 - 100	20 - 40
52	Increase the frequency of opportunities for EOC staff to become familiar with WebEOC.	3.8 – Resource Management, Logistics, and Mutual Aid	60 - 100	60 - 80
53	Develop an inventory of facilities and available sites that could be used for disaster operations purposes.	3.8 – Resource Management, Logistics, and Mutual Aid	40 - 80	15 - 30
54	Develop a Donations Management Plan or EOP Annex addressing management of donated goods and services.	3.8 – Resource Management, Logistics, and Mutual Aid	NA (Plan development in Rec # 25)	15 - 30
55	Develop a Volunteer Management Plan or Annex addressing the utilization of volunteer resources, tracking hours, and EVC support.	3.8 – Resource Management, Logistics, and Mutual Aid	40 – 80 (Resource identification only, plan development in Rec # 25)	10 - 20
56	Develop a matrix for delegations of authority to approve expenses during disasters to avoid a single point of failure.	3.8 – Resource Management, Logistics, and Mutual Aid	15 - 30	5 - 10
57	Evaluate vulnerability and inventory during power disruption for generators, fuel, communications, other resources.	3.8 – Resource Management, Logistics, and Mutual Aid	60 - 80	20 - 40



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
58	Develop a Communications Plan or Annex to the EOP	3.9 – Communications and Warning	150 - 300	20 - 40
59	Develop an Alert & Warning Plan or Annex to the EOP	3.9 – Communications and Warning	150 - 300	20 - 40
60	Conduct a review of emergency procedures addressing communications and community alert & warning	3.9 – Communications and Warning	10 – 30 (Review only)	4 - 10
61	Collaborate with community groups and SMEs to ensure the needs of at-risk populations in receiving alert and warning.	3.9 – Communications and Warning	40 - 80	20 - 40
62	Inventory, update, fill gaps, and provide existing procedures related to emergency management and EOC activities.	3.10 – Operational Procedures	80 - 200	20 - 40
63	Engage in plan development of emergency function annexes to the EOP building a basis for specific operational guidelines and procedures.	3.10 – Operational Procedures	25 – 50 (Procedure identification only, plan development in Rec # 25)	10 - 20
64	Engage in plan development of a disaster recovery plan and COOP building a basis for specific operational guidelines and procedures.	3.10 – Operational Procedures	25 – 50 (Procedure identification only, plan development in Rec # 26 & 29)	10 - 20
65	Review all existing SOG to evaluate the inclusiveness of at-risk populations and populations representing cultural diversity.	3.10 – Operational Procedures	40 - 80	12 - 24
66	Include stakeholder participation representing the interests of at-risk populations in developing plans/procedures.	3.10 – Operational Procedures	30 - 60	20 - 40



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
67	Conduct a coordinated review of departmental emergency guidelines to identify gaps, conflicts, and needed updates.	3.10 – Operational Procedures	60 - 100	20 - 40
68	OES should establish operational guidelines addressing the security and access of the EOC.	3.11 – Emergency Operations Center / Facilities	4 - 10	1 - 2
69	OES should coordinate with the Police Department to identify a parking strategy for EOC activations.	3.11 – Emergency Operations Center / Facilities	4 - 10	1 - 2
70	Inventory and evaluate City facilities to identify if space exists to accommodate an expanded EOC.	3.11 – Emergency Operations Center / Facilities	10 - 40	10 - 20
71	OES staff provided office space at the EOC or program routine scheduled times for day-to-day functions from the EOC.	3.11 – Emergency Operations Center / Facilities	2 - 10	1 - 2
72	OES control over the rooms dedicated to the EOC.	3.11 – Emergency Operations Center / Facilities	4 - 10	2 - 8
73	Provide dedicated telephones and numbers for each EOC position.	3.11 – Emergency Operations Center / Facilities	5 - 15	6 - 12
74	Provide computers with network access to tools such as WebEOC for each dedicated EOC position.	3.11 – Emergency Operations Center / Facilities	10 - 40	4 - 10
75	Continue to ensure email accounts are made available dedicated to the specific EOC position.	3.11 – Emergency Operations Center / Facilities	5 - 15	6 - 12
76	Each EOC position be filled two deep while three deep is optimal.	3.11 – Emergency Operations Center / Facilities	5 - 15	8 - 16
77	Foster and encourage the relationship with RACES/ARES for amateur radio capabilities.	3.11 – Emergency Operations Center / Facilities	5 - 15	20 - 30



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
78	Identify space in the EOC for the use of partnering agencies coordinating agency efforts.	3.11 – Emergency Operations Center / Facilities	5 - 10	1 - 2
79	Ensure amateur radio equipment is acquired, stored, and maintained at the EOC.	3.11 – Emergency Operations Center / Facilities	15 - 30	20 - 30
80	Obtain and install additional television monitors to be placed in the EOC.	3.11 – Emergency Operations Center / Facilities	10 - 20	4 - 10
81	Include the GIS role in the EOC staffing chart and ensure GIS has a dedicated space in the EOC.	3.11 – Emergency Operations Center / Facilities	4 - 10	1 - 2
82	Establish policy providing direction and guidance in providing situational information from the field to OES and EOC.	3.11 – Emergency Operations Center / Facilities	4 - 10	1 - 2
83	Develop guidance to identify the steps necessary for EOC staff to relocate the alternate EOC.	3.11 – Emergency Operations Center / Facilities	20 - 40	5 - 10
84	Evaluate the office space currently dedicated to OES for day-to-day administrative activities.	3.11 – Emergency Operations Center / Facilities	4 - 10	NA (unless adjustments need to be made)
85	Development of a Crisis Communications Plan or Emergency Public Information Annex to the EOP.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	120 - 240	10 - 20
86	Evaluate current staffing resources to determine existing capacity and gaps to staff PIO/JIC.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	10 - 20	5 - 10
87	Develop and implement an ongoing, coordinated hazard public awareness and education campaign to the public.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	50 - 100	150 - 300



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
88	Create and maintain procedures for activation, setup, and operation of a JIC.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	40 - 60	5 - 10
89	Redirect some level of effort from public education to maintenance of emergency planning efforts and fill gaps in plans and procedures	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	NA	NA
90	Include Whole Community considerations into plans and procedures guiding emergency public information management.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	30 - 60	10 - 20
91	Survey City staff to determine bilingual capabilities and consider disaster assignments where language skills may be needed.	3.12 – Emergency Public Information, Disaster Public Education, and Outreach	6 - 12	5 - 10
92	Develop a centralized training tracking database for monitoring of NIMS compliance, training gaps, attrition adjustments, training requirements.	3.13 – Training and Exercises	40 - 80	30 - 60
93	Determine training needs for financial staff to maximize compliance with federal requirements for cost reimbursement	3.13 – Training and Exercises	10 - 20	5 - 10
94	Adopt a policy requiring all new employees to complete the “baseline” NIMS courses within 90 days of hire date.	3.13 – Training and Exercises	10 - 20	10 - 20
95	Adopt policy requiring all existing employees to complete the “Baseline” NIMS courses within a reasonable timeline.	3.13 – Training and Exercises	10 - 20	10 - 20



City of Milpitas
Emergency Management Program Assessment

	Recommendation	Program Area	Development Hours Required	On-Going Annual Hours Required
96	Engage in a multi-year training and exercise planning process to develop a MYTEP (Currently On-going).	3.13 – Training and Exercises	40 – 60 (Plan development hours built into consultant contract)	20 - 40
97	Ensure emergency plans, procedures, and guidelines are incorporated into training and exercise.	3.13 – Training and Exercises	20 - 40	20 - 40
98	Embrace training and exercising of emergency functions as an organizational priority.	3.13 – Training and Exercises	NA	NA
99	Provide training for elected and appointed officials to meet the recommended NIMS Compliance.	3.13 – Training and Exercises	12 - 24	6 - 12
100	Ensure emergency plans, procedures, and policies are incorporated into training and exercise.	3.13 – Training and Exercises	15 - 30	15 - 30
101	Include recovery operations into training and exercise scheduling and development.	3.13 – Training and Exercises	15 - 30	15 - 30
102	Include continuity of operations into training and exercise scheduling and development.	3.13 – Training and Exercises	15 - 30	15 - 30
103	Ensure incorporation of emergency function-based planning linking planning objectives with staff performance.	3.13 – Training and Exercises	15 - 30	15 - 30
104	Establish an exercise schedule allowing for EOC personnel to perform in their roles in simulated (Currently On-going).	3.13 – Training and Exercises	20 - 40	10 - 20
105	Establish an exercise strategy that incorporates threats and hazards identified in HVAs.	3.13 – Training and Exercises	10 - 20	10 - 20
		Total Estimates	5250 - 9800	1725 - 3200



City of Milpitas
Emergency Management Program Assessment

Appendix B. City of Milpitas EOC Activation Levels

Levels of EOC Response

Normal	• Emergency Planning • Situational Awareness • Continuity Planning • Support to City Departments	• Day to day operations
Monitored	• Elevated or specific situational awareness • Potential for EOC warning, NOT activation • Community notifications • Mitigation efforts as available • May be requested by Dept. Heads	<u>To include, but not limited to:</u> • Weather events • Special events • Boil water orders • Activation of VOADs, surrounding agencies • Credible terrorism warning • Civil unrest/protest • Minor earthquake • National Security Events
Partial Activation	• Select EOC staff response as applicable to situation • Incident/Event planning • Operational Area notification	• Flood warning • Utility loss (< 3 hours) • Confirmed/Specific Terrorism threat • Special events • Boil water order • Active shooter • Mass transit incident • Hi-density fire
Full Activation	• Full EOC staff response • Full City Staff response • Operational Area notification • Incident management • Recovery Planning	• Catastrophic earthquakes • Terrorist event • Utility loss (> 3 hours) • Flooding • Hi-Density fire • Public Health Incident • Confirmed Active Shooter • Mass transit incident



City of Milpitas
Emergency Management Program Assessment

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
WITH WITT O'BRIEN'S, LLC
FOR
CITY OF MILPITAS EMERGENCY MANAGEMENT
PROGRAM ASSESSMENT SERVICES**

This Amendment No. 1 is entered into this ____ day of _____, 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **Witt O'Brien's, LLC**, a Delaware Corporation (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 1.

RECITALS

WHEREAS, on May 1, 2019, the Parties entered into a Professional Services Agreement for City of Milpitas Emergency Management Program Assessment Services (the "Agreement") in an amount not to exceed \$49,960.00; and

WHEREAS, the Parties now desire to amend the Agreement by extending the time of performance for an additional 19 months to June 30, 2021; and

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

1. Section 5 (Time of Performance) is amended to read as follows:

Section 5. Term.

The term of this Agreement shall be from **May 1, 2019 to June 30, 2021**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

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

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

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann,
Risk Manager/Director of Finance

Approved As To Content:

Brian Sherrard, Fire Chief

WITT O'BRIEN'S, LLC

Signature

Name

Title

Date

DIR Registration Number (if Applicable)

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of **May 1, 2019** ("Effective Date") by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 ("City"), and **Witt 'O Brien's, LLC** a Delaware corporation with its principal place of business at **818 Town and Country Blvd., Suite 200, Houston, TX 77024** (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 Emergency Management Program Assessment Services (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 **Forty-Nine Thousand, Nine Hundred Sixty Dollars and Zero Cents (\$49,960.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter

outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

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

5. 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 within six months following Agreement execution. 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 to the extent 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. Notwithstanding anything to the contrary, Consultant's indemnification obligations shall not extend to the City's sole negligence or willful misconduct.

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

13. California Labor Code Requirements

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall

defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Milpitas
777 S. Main Street
Milpitas, California 95035
Attn: Battalion Chief Maloon

CONSULTANT:

Witt | O'Brien's
818 Town & Country Blvd., Suite 200
Houston, TX 77024
Attn: Cheryl Joiner, Director of Contracts & Compliance
Phone: 281-606-4721 / 202-207-2935
Email: contractrequests@wittobriens.com with a copy to
cjoiner@wittobriens.com

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

30. Wage Theft Prevention

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

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

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

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

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

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

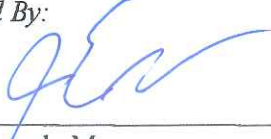
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND WITT O' BRIEN'S**

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

CITY OF MILPITAS

Approved By:

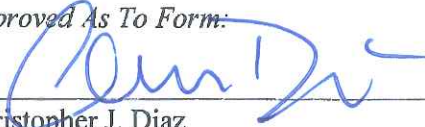


Julie Edmonds-Mares
City Manager

5/23/19

Date

Approved As To Form:



Christopher J. Diaz
City Attorney

Approved As To Scope:

for Jane Corpus

Jane Corpus
Acting Director of Finance

Approved As To Content:



Geoff Maloon
Battalion Chief

WITT O' BRIEN'S



Signature

Cheryl Joiner

Name

Director of Contracts & Compliance

Title

05/08/2019

Date

Not Applicable

DIR Registration Number (If Applicable)

EXHIBIT A

Scope of Services

The Scope of Services includes the following:

Conduct an evaluation and assessment of the City's emergency management program. Conduct an analysis of the City's emergency management program based on key program elements found in national standards and guidance.

1. Conduct an analysis of the current Emergency Operations Plan, including evaluating the plan against standards and doctrine:

- A. NFPA 1600 – Standard on Continuity, Emergency, and Crisis Management. National Fire Protection Association (NFPA), 2019
- B. Emergency Management Accreditation Program (EMAP) Emergency Management Standard, 2016
- C. Comprehensive Preparedness Guide (CPG) 101, Version 2.0, FEMA, 2010
- D. National Incident Management System (NIMS) Core Document, Federal Emergency Management Agency, 2008.
- E. Standardized Emergency Management System (SEMS) Approved Course of Instruction, California Specialized Training Institute, 2009

2. Conduct an analysis of the current training and exercise program

3. Review of recent After-Action Reports, an analysis of a percent complete of suggestions, and prioritization of next steps.

4. Review and analysis of the current continuity of operations plan, especially the interface between emergency management operations and business continuity management.

5. Analyze City's Emergency Operations Centers (EOCs) and Supporting Facilities as well as Staffing and EOC Support Materials, Tools and Equipment, and Training.

6. Develop Master Training and Exercise Program for City Staff

7. Develop Three-Year Implementation Plan for Improving Overall Preparedness with Priorities

Deliverables: A written report provided in electronic format including analysis, findings, and recommendations will be incorporated into a Final Report with Exhibits in Microsoft Word.

Final Report shall include the four tasks: 1. Conduct an Analysis of the City's Emergency Management Program, 2. Analyze City's Emergency Operations Centers (EOCs) and Supporting Facilities as well as Staffing and EOC Support Materials, Tools and Equipment, and Training, 3. Develop Master Training and Exercise Program for City Staff, and 4. Develop Three-Year Implementation Plan for Improving Overall Preparedness with Priorities.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement that shall not exceed the sum of **Forty-Nine Thousand, Nine Hundred Sixty Dollars and Zero Cents (\$49,960.00)**.

EXHIBIT C

Activity Schedule

Task No.	Task Name	Specific Task	Month 1 - 2019	Month 2 - 2019	Month 3 - 2019	Month 4 - 2019	Month 5 - 2019	Month 6 - 2019
1	Kickoff and Gap Analysis	Meet with City Project Manager						
		Review of Plans and Analysis						
2	EOC Assessments	Review and Develop Tools						
3	Multiyear Training & Exercise Plan	MYTEP Meeting						
		Develop the MYTEP						
4	Implementation Plan	Develop with City Project Team						

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 \$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:

____ 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 Contract 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 Contractor. Contractor shall provide thirty (30) days written notice to the City prior to cancelling any of the required insurance policies.

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 three (3) 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:	Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending September 30, 2020 and Approve Related Budget Amendments due to COVID-19 Pandemic Anticipated Revenue Losses
Category:	Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Walter C. Rossmann, Deputy City Manager/Finance Director, 408-586-3111
Recommendation:	Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending September 30, 2020 and Approve Budget Amendments to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 Pandemic anticipated revenue losses

Background:

On June 2, 2020, the City Council approved the Fiscal Year (FY) 2020-21 Adopted Operating Budget in the amount of \$220.3 million and the General Fund Budget in the amount of \$117.1 million. After adoption of the budget, staff monitors and tracks revenues and expenditures for all funds within an emphasis on the General Fund and Enterprise Funds.

On September 1, 2020, City staff presented an update of the FY 2021-2030 Ten-Year General Fund Financial Forecast. With the receipt of actual revenues for the quarter ending June 30, 2020, which covers the majority of time since the Shelter-in-Place order from mid-March, and updated revenue projections, which became available after completion of this staff report, staff updated the revenue projections. Additionally, staff updated expenditure information related to the City's Retiree Medical benefit as discussed below. The updated Forecast projects a decline of approximately \$13.2 million of revenues versus budget for Fiscal Year 2020-21 primarily attributable to Transient Occupancy Tax (-\$8.9 million) and Sales Tax (-\$3.6 million) offset with savings for the Retiree Medical benefit (-\$2.5 million) resulting in an increase of the deficit in the amount of \$10.7 million from the prior deficit of \$4.5 million to \$15.2 million. Additionally, staff presented that the Forecast indicates a structural deficit of about \$9 million. The updated Forecast slightly decreased the Property Tax projection eliminating any projected Education Revenue Augmentation Fund (ERAF) receipts mostly offset with higher property tax estimates as provided and advised by the County of Santa Clara.

Based on Council direction, staff has actively been managing the worst economic downturn since the Great Depression. Staff has implemented several major budget strategies such as non-personnel expenditure reductions, deferral of capital projects, a managed hiring freeze and educating voters about Measure F, a ballot measure for a ¼ Cent Sales Tax Measure. Additionally, staff has discussed service and related position reductions and engaging with its bargaining units to achieve wage and benefits reductions as additional budget strategies. During the past years, the City Council has set aside reserves to help mitigate the fiscal impact of the inevitable recession.

Analysis:

This staff report provides a quarterly update on budget versus actual expenditures and revenues of the General, Water and Sewer Funds, the City's major operating funds, based on unaudited financial reports for FY 2020-21 as of September 30, 2020. Further, this staff report includes recommendations to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 Pandemic anticipated net revenue losses in the amount of \$12.9 million as well as a reduction in Transfers-In from the Community Facilities District (CFD) 2008 in the amount of \$0.4 million.

The summary information below as well as the attachments comprise the FY 2020-21 Quarterly Financial Status Report for the Quarter ending September 30, 2020 for the General Fund and Enterprise Funds. Major revenue sources and expenditures for these funds are discussed below. The attachments provide a variance analysis of budget versus actual expenditures and revenues for the first quarter of FY 2020-21 as well as prior year actual expenditures and revenues for the first quarter of FY 2019-20 for comparison purposes.

General Fund

On June 2, 2020, the City Council approved the Fiscal Year (FY) 2020-21 Adopted Operating General Fund Budget in the amount of \$117.1 million. The budget comprised of \$112.6 million of ongoing revenues with \$4.48 million from reserves offsetting ongoing expenditures of \$117.1 million.

Revenues

For the three months ending September 30, 2020, the General Fund has received \$8.77 million, or 8.83% of the FY 20-21 forecast budget of \$99.3 million as presented to the City Council on Sept. 1, 2020. The updated forecast budget was revised down from \$112.57 million to \$99.33 million, a decrease of 13.5 million. An update on major revenue sources is provided below.

- **Property Taxes and Redevelopment Property Tax Trust Fund:** For the three months ending September 30, 2020, \$0.12 million, or 0.34%, of the \$36.56 million of the Sept. 1 updated revenue forecast has been received. Most property tax revenue is received in the second half of the fiscal year, so it is normal to see low revenues for the first quarter. COVID-19 reached California in February 2020, after the roll for FY20-21 was closed. The Sept. 1 revenue forecast estimates \$36.56 million in total property tax revenue for the City of Milpitas based on the County of Santa Clara (County) projections, which is net \$0.3 million lower than the adopted budget of \$36.87 million. The County projected an increase of \$1.7 million in Property Tax receipts offset by a reduction of \$2.0 million in ERAF (Educational Revenue Augmentation Fund). A 1992 legislation shifted City, County and Special District property tax to schools with the provision that if schools are funded at the minimum level excess ERAF is returned to local jurisdictions. This return of ERAF funds is currently in dispute and the County advised cities not to count on receiving these funds and removed it from its property tax forecast. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Property Tax by \$0.3 million, or 1%.
- **Sales & Use Tax:** For the three months ending September 30, 2020, \$1.93 million, or 7.80% of the \$24.72 million of the Sept. 1 updated revenue forecast has been received. If compared to the FY 2020-21 Adopted Budget of \$28.37 million, 6.80% has been received. Revenues are 13% less than last year at the same time, due to the effects of COVID-19 and shelter-in-place orders, which resulted in less consumption overall. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Sales Tax by \$3.6 million, or 13%, based on the latest projection from the City's sales tax consultant and tax receipts received in the first quarter.

At the time of writing this staff report, the Registrar of Voters (ROV) was still counting ballots related to Measure F; however, based on initial results, the voters appeared to have approved the tax measure. As discussed, once the election results are certified by the ROV and the City Council, staff will work with the California Department of Tax and Fee Administration to implement the tax measure by April 1, 2021.

- **Franchise Fees:** For the three months ending September 30, 2020, \$0.21 million, or 3.85%, of the \$5.51 million FY 2020-21 Adopted Budget has been received. Revenues are 60% less than last year at the same time. This is due to the timing of receipt as franchise fees are typically received a month in arrears. Sanitation franchise fees attributed to August were late and received in October 2020 instead of September 2020. By including the fees in the amount of \$0.61 million for August and September, then total fees received for the first quarter period is \$.82 million, or 15%, of the \$5.51 million budget, which is on track with the budget.

- Hotel/Motel (TOT) Tax: For the three months ending September 30, 2020, \$0.62 million, or 13.51%, of the \$4.56 million of the Sept. 1 updated revenue forecast has been received. TOT receipts are one month in arrears. The receipts for the first quarter are in line with the Sept. 1 revenue forecast. If compared to the FY 2020-21 Adopted Budget of 13.45 million, 4.58% has been received. Revenues are 78% less than last year at the same time, due to effects of COVID-19. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Hotel/Motel (TOT) Tax by \$8.9 million, or 66%.
- License and Permits: For three months ending September 30, 2020, \$2.55 million, or 25.78%, of the \$9.91 million FY 2020-21 Adopted Budget has been received. Revenues are 52% greater than last year at the same time, which is mainly due to one Building Permit in the amount of \$0.78 million issued in in July 2020.
- Charges for Services: For the three months ending September 30, 2020, \$0.66 million, or 8.5%, of the \$7.81 million budget has been received. Revenues are 57% less than last year at the same time, due to the effects of COVID-19. The significant decrease can be attributed to the Recreation department, where refunds were issued and revenue was lost, as classes and programs could not take place during the shelter-in-place lockdown and mandated social distancing requirements. Staff will monitor this revenue source and may bring adjustments to the budgeted estimates and related expenditure savings as part of the mid-year budget review.

Expenditures

For the three months ending September 30, 2020, the General Fund has utilized \$34.6 million, or 28.9%, of the FY 20-21 amended operating budget of \$120.2 million. The amended budget is comprised of \$117.1 million of the adopted budget, \$2.8 million of carryover encumbrances, \$0.07 million carryover grants from the previous fiscal year for goods and services as well as \$0.3 million of increased department appropriations as approved by Council during the first quarter of the fiscal year. At the end of the first quarter, total expenditures plus encumbrances are above the par of 25% by 3.9 percentage points, or \$4.6 million, primarily due to purchases of goods and contractual services related to carryover encumbrances. Without encumbrances, General Fund has utilized \$28.8 million, or 24% of the operating budget. Staff will monitor expenditures to ensure that departments will not exceed their appropriations.

Unanticipated Expenditure Reserve

In accordance with the City Council approved Budget Guidelines, as part of the quarterly financial status reports, staff is reporting on the use of the Unanticipated Expenditure Reserve for the first quarter. All expenditures are related to COVID-19.

Table 1: Unanticipated Expenditure Reserve Uses

Description	Amount
Additional Cleaning Services and Supplies	\$ 45,007
Personal Protective Equipment (Isolation Suits/Face Shields, Nitrile Gloves and Masks, Sanitizing Wipes, Disinfectants)	21,130
First Responder UV Sterilizer	14,680
Legal Services (Best, Best and Krieger)	12,491
Mobile and County Testing Sites	8,969
Employee Quarantine Housing and Testing	4,345
Emergency Operations Center (EOC) Staffing	3,059
Miscellaneous COVID-19 Expenditures	12,142
TOTAL for the Quarter Ending September 30, 2020	\$ 121,823

Water Maintenance & Operation (M&O) Fund Financial Status

Revenues: For the three months ending September 30, 2020, \$8.3 million of charges for services, or 26.6%, of the \$31.2 million budgeted has been received. Total revenue received amounts to \$8.3 million, or 26.0%, of the \$31.9 million budgeted.

Expenditures: For the three months ending September 30, 2020, \$6.2 million, or 22.0%, of the \$28.6 million amended budgeted has been spent.

Sewer Maintenance & Operation (M&O) Fund Financial Status

Revenues: For the three months ending September 30, 2020, \$4.6 million of charges for services, or 22.1%, of the \$20.9 million budgeted has been received. Total revenue received amounts to \$4.6 million, or 21.9%, of the \$20.9 million budgeted.

Expenditures: For the three months ending September 30, 2020, \$4.2 million, or 23.2%, of the \$18.3 million amended budgeted has been spent.

Recommended Budget Amendments

Consistent with the Sept. 1 Updated FY 2021-2030 General Fund Financial Forecast and as discussed above, staff recommends decreasing revenues by \$12.8 million and Operating Transfers-In by \$0.4 million offset with reductions in expenditures in the amount of \$2.6 million resulting in a shortfall of \$10.6 million. Staff recommends offsetting this shortfall with the repayment of a loan from the Transit Area Specific Plan (TASP) plus interest in the amount of \$5.4 million and use of funds from the Budget Stabilization Reserve (BSR) in the amount of \$5.2 million.

The FY2020-21 Adopted Budget assumed \$2.6 million in Operating Transfers-In from the 2008 Community Facility District. After the adoption of the budget, as discussed during the Sept. 1 City Council meeting, the City's consultant adjusted the transfer amount by \$0.4 million based on the assessed valuation for FY 2020-21.

In June 2014, the General Fund advanced \$5,000,000 to the Transit Area Impact Fee Capital Projects Fund consistent with the City's Interfund Loan Policy revised and memorialized by Council through the adoption by Resolution (see attached) on June 17, 2014. Per the policy, interfund loans shall be payable on demand within thirty (30) days after demand is made. In the FY 2013-14 Comprehensive Annual Financial Report it states that, "the advance or loan will be repaid when the TASP fund collects sufficient impact fees from developers." As of June 30, 2020, the fund balance in the TASP Fund is \$62.2 million. Therefore, staff recommends repaying the loan plus interest in the amount of \$5,417,916 to offset the anticipated loss in revenue in the General Fund.

The BSR was established to provide budget stability when there are fluctuations that result in lower than projected revenues and or higher than projected expenditures that cannot be re/balanced within existing budget resources in any given fiscal year. Based on June 30, 2020 unaudited numbers, the BSR amounts to \$16.7 million. The FY 2020-21 Adopted Budget assumed use of \$4.48 million. Staff recommends to further draw down the reserve by \$5.2 million from \$12.2 million to \$7.0 million.

The City provides two distinct post-retirement health care benefits through its Retiree Medical Benefits Plan and its Dependent Fund Post Employment Benefit (OPEB) Plan to employees who retire in good standing from the City after attaining the age of 50 and to certain employees who retire due to disability and dependent care funds. The liability and resulting annual actuarial determined contribution for the dependents of City retirees were previously combined for both benefits. However, the City was also contributing directly toward the cost of these dependent benefits by making negotiated contributions determined as a percentage of payroll for active employees in each bargaining group, effectively paying twice. Beginning with fiscal year 2020, the total OPEB liability for these dependent fund benefits is now being determined and reported separately. This change in

accounting and reporting treatment resulted assets being sufficient, as actuarially determined, to pay for all future retiree medical benefits. As discussed at the Sept. 1 City Council meeting, based on staff discussion with the City's actuary for the retiree medical benefits and the City's external financial auditor, the budgeted amounts for actuarial determined annual contribution is recommended to be reduced by \$2.8 million from \$3.5 million to \$0.7 million for all funds and by \$2.5 from \$3.1 to \$0.6 million for the General Fund.

The FY 2020-21 Adopted Budget included one-time funding for Housing Element consultant services in the Building Safety and Housing (BSH) Department's operating budget. California State Law requires cities and counties to conduct a Housing Element Update on a regular basis. This study is to produce a Housing Element that demonstrates Milpitas' ability to accommodate the housing need that will be identified in its 2022 - 2030 Regional Housing Needs Allocation (RHNA). After adoption of the budget, staff realized that funds from the Affordable Housing Fund can be used for this study. Therefore, staff recommends appropriating \$80,000 from the Affordable Housing Community Benefit fund balance to fund the study and return \$80,000 from the BSH budget to the General Fund BSR.

Table 2: General Fund Rebalancing Recommendations

<u>Description</u>	<u>Recommended Adjustment</u>
Revenues	
Property Tax	(\$308,241)
Sales Tax	(3,649,551)
Hotel/Motel Tax	(8,895,180)
Total Revenue Decreases	(12,852,972)
Other Sources	
Transfers-In (CFD-2008)	(395,000)
Transfer-In (TASP Loan Repayment)	5,417,916
Use of Budget Stabilization Reserve	5,205,915
Total Adjustments to Other Sources	10,228,831
Total Adjustments to Revenues and Other Sources	(2,624,141)
Expenditures	
Retiree Medical	(2,544,141)
Housing Element Study	(80,000)
Expenditures Total	(2,624,141)
Total Budget Rebalancing Recommendations	\$0

Policy Alternative:

Alternative: Do not adopt approve a budget amendment to repay the General Fund loan of \$5 million plus interest from the TASP fund.

Pros: None.

Cons: The loan would accrue interest in the TASP fund; thereby increasing the amount owed to the General Fund.

Reason not recommended: There are sufficient funds in the TASP Fund (fund balance as of 6/30/2020 amounts to \$62.2 million) to pay off the loan. Further, the loan repayment offsets the General Fund revenue shortfall and preserves the Budget Stabilization Reserve balance at \$7 million.

Fiscal Impact:

Based on updated revenue estimates for the current fiscal year, which project a revenue shortfall in the amount of \$12.8 million, and a reduction in the CFD 2008 payment to the General Fund for services provided in the amount of \$0.4 million, staff recommends various budget actions to rebalance the FY 2020-21 budget. These

actions include the payment of the TASP loan (\$5.4 million), expenditure reductions (\$2.6 million), and use of reserves (\$5.2 million from the Budget Stabilization Reserve).

California Environmental Quality Act:

Not applicable.

Recommendation:

Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending September 30, 2020 and Approve Budget Amendments to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 Pandemic anticipated revenue losses.

Attachments:

1. FY 2020-21 Revenue Report for Fiscal Year-To-Date September 30, 2020
2. FY 2020-21 General Fund Expenditures by Department September 30, 2020
3. FY 2020-21 Water and Sewer Funds Financial Status for Fiscal Year-To-Date September 30, 2020
4. Resolution 8387 Interfund Loan Policy
5. Budget change form

CITY OF MILPITAS

General Fund Revenues

For Fiscal Year-To-Date September 30, 2020

General Fund Revenues	FY21 Adopted Budget	FY21 Mid-Year Budget Changes As of 9/30/20	FY21 Amended Budget	FY21 Revenue As of 9/30/20	FY21 Percent of Amended Budget	FY20 Revenue As of 9/30/19	Percentage Inc (Dec) FY21 / FY20
Property Taxes	\$ 36,872,241	\$ -	\$ 36,872,241	\$ 124,569	0.34%	\$ 76,411	63.02%
Sales Taxes	28,371,951	-	28,371,951	1,928,223 (a)	6.80%	2,223,374	-13.27%
Transient Occupancy Tax	13,452,683	-	13,452,683	615,548 (b)	4.58%	2,779,752	-77.86%
Licenses, Permits & Fines	9,907,120	-	9,907,120	2,554,150	25.78%	1,681,461	51.90%
Charges for Services	7,814,500	-	7,814,500	664,553 (c)	8.50%	1,540,547	-56.86%
Franchise Fees	5,514,787	-	5,514,787	212,241 (d)	3.85%	532,868	-60.17%
Use of Money & Property	1,364,000	-	1,364,000	322,281	23.63%	399,428	-19.31%
Other Taxes	1,196,860	-	1,196,860	153,375 (e)	12.81%	238,358	-35.65%
Intergovernmental Revenue	808,597	612,000	1,420,597	544,374 (f)	38.32%	75,294	623.00%
Other Revenue	258,000	2,500	260,500	52,071	19.99%	114,055	-54.35%
Operating Transfers In	7,013,990	-	7,013,990	1,110,998	15.84%	1,104,148	0.62%
Total General Fund Revenue	\$112,574,729	\$614,500	\$113,189,229	\$8,282,381	7.32%	\$10,765,696	-23.07%

(a) Due to the restrictive opening requirements related to COVID-19, consumption has been significantly lower.

(b) Due to the restrictive travel guidelines related to COVID-19, hotel occupancy rates were significantly lower.

(c) Due to the effects of COVID-19, the Recreation department issued refunds for classes and lost revenues on programs that could not be held due to social distancing requirements

(d) Discrepancy is due to late receipt of August franchise fees. It was received in October instead of September.

(e) Discrepancy is due to the difference in level of activity in real estate transfers. In the previous fiscal year, August had an unusually high number of real estate transfers, resulting in significantly higher transfer tax.

(f) Intergovernmental revenues include the Coronavirus Relief Funds and Planning grants which were not included in the adopted budget.

General Fund Expenditures by Department

For Fiscal Year-To-Date September 30, 2020

Percent of Year: 25%

	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2020-21	FY 2019-20	Percent	
Department/Office	Adopted Budget	Mid-Year Appropriation	Carryover Grants	Carryover Encumbrances	Amended Budget	Exp. incl. Encumbr. As of 09/30/2020	Percent of Amended Budget	Exp. incl. Encumbr. As of 09/30/2019	Exp & Enc Inc (dec.) FY21/FY20	
City Council	546,979				546,979	98,270	17.97%	(a)	103,824	-5.35%
City Manager	2,436,753			59,935	2,496,688	538,966	21.59%		470,642	14.52%
City Clerk	615,270				615,270	153,858	25.01%		147,855	4.06%
Economic Developm	914,119		50,000	47,127	1,011,246	256,343	25.35%		336,851	-23.90%
Policy Planning	4,513,121	-	50,000	107,062	4,670,183	1,047,437	22.43%		1,059,172	-1.11%
Building, Safety, and	6,948,858	734		213,810	7,163,402	1,865,403	26.04%		5,350,287	-65.13%
City Attorney	1,340,303	-		16,611	1,356,914	129,000	9.51%	(b)	1,055,243	-87.78%
Finance	4,377,990	15,000		167,508	4,560,498	1,319,160	28.93%		1,297,955	1.63%
Public Works	9,155,208	(20,499)		572,586	9,707,295	4,115,131	42.39%	(c)	3,115,506	32.09%
Engineering	4,154,817	-		177,600	4,332,417	1,101,509	25.42%		1,009,133	9.15%
Planning	1,931,383	300,000		40,919	2,272,302	596,716	26.26%		540,018	10.50%
Police	38,296,018	-	17,979	298,483	38,612,480	9,513,750	24.64%		8,702,291	9.32%
Fire	28,280,291	-		272,430	28,552,721	8,204,125	28.73%		6,432,969	27.53%
Information Technol	3,721,547	-		28,054	3,749,601	827,527	22.07%		979,656	-15.53%
Human Resources	2,101,658	-		107,020	2,208,678	685,665	31.04%		587,917	16.63%
Recreation	6,304,108	4,500		9,845	6,318,453	931,868	14.75%	(d)	2,111,490	-55.87%
Non-Departmental	5,624,683	-		775,912	6,400,595	3,967,039	61.98%	(e)	3,768,430	5.27%
Transfers Out	300,000				300,000	300,000	100.00%		6,800,000	4.41%
Total	117,049,985	299,735	67,979	2,787,840	120,205,539	34,604,330	28.79%		42,810,067	-19.17%

(a) Vacancy Savings from Intern positions.

(b) Reflects one month of invoices paid.

(c) Includes \$2.1 million of encumbrances.

(d) Reflects salary and contractual services savings due to Covid-19.

(e) Full year prepayment of liability and cyber insurance; retiree medical benefits payments; and use of the Unanticipated Expenditure Reserve for COVID-19 related expenditures.

City of Milpitas
Water and Sewer Financial Status
For Fiscal Year-To-Date September 30, 2020

Percent of Year		25%					
Revenue	FY 2020-21 Adopted Budget	FY 2020-21 Budget Amendments As of 09/30/2020	FY 2020-21 Amended Budget	FY 2020-21 Revenue As of 09/30/2020	FY 2020-21 Percent of Amended Budget	FY 2019-20 Revenue As of 06/30/2019	Percent Revenue (dec.) FY21/FY20
Water Fund							
Revenue:							
Revenue from Investments	473,000		473,000	18,547	3.92%	19,321	-4.01%
Intergovernmental Revenue	0		0	0			
Charges for Services	31,192,091		31,192,091	8,290,374	26.58%	9,530,903	-13.02%
Miscellaneous Revenue	250,000		250,000	0	0.00%	6,510	-100.00%
Operating Transfer In	0		0	0	0.00%	3,089	-100.00%
Total Water Fund Revenue	31,915,091	0	31,915,091	8,308,921	26.03%	9,559,823	-13.08%

Expense	FY 2020-21 Adopted Budget	FY 2020-21 Budget Amendments As of 09/30/2020	FY 2019-20 Carryover Encumbrances	FY 2020-21 Amended Budget	FY 2020-21 Exp. incl. Encumbr. As of 09/30/2020	FY 2020-21 Percent of Amended Budget	FY 2020-21 Exp. incl. Encumbr. As of 06/30/2019	Percent Exp & Enc Inc (dec.) FY21/FY20
Water Fund								
Expenses:								
Personnel Services	3,789,646		0	3,789,646	1,075,143	28.37%	1,041,360	3.24%
Services and Supplies	2,390,086	-7,778	458,263	2,840,571	1,091,708	38.43%	928,660	17.56%
Wholesale Water Purchase	18,424,037		214,395	18,638,432	3,402,395	18.25%	3,515,661	-3.22%
Capital Outlay	540,000		282	540,282	18,967	3.51%	539,491	-96.48%
Operating Transfer Out	2,748,779		0	2,748,779	687,195	25.00%	685,463	0.25%
Total Water Fund Expenses	27,892,548	-7,778	672,940	28,557,710	6,275,408	21.97%	6,710,635	-6.49%

Percent of Year		25%					
Revenue	FY 2020-21 Adopted Budget	FY 2020-21 Budget Amendments As of 09/30/2020	FY 2020-21 Amended Budget	FY 2020-21 Revenue As of 09/30/2020	FY 2020-21 Percent of Amended Budget	FY 2019-20 Revenue As of 06/30/2019	Percent Revenue (dec.) FY21/FY20
Sewer Fund							
Revenue:							
Revenue from Investments	202,000		202,000	4,282	2.12%	6,110	-29.92%
Charges for Services	20,691,985		20,691,985	4,565,496	22.06%	4,643,846	-1.69%
Miscellaneous Revenue	0		0	0	0.00%	(8,428)	0.00%
Operating Transfer In	0		0	0	0.00%	19,878	-100.00%
Total Sewer Fund Revenue	20,893,985	0	20,893,985	4,569,778	21.87%	4,661,406	-1.97%

Expense	FY 2020-21 Adopted Budget	FY 2020-21 Budget Amendments As of 09/30/2020	FY 2019-20 Carryover Encumbrances	FY 2020-21 Amended Budget	FY 2020-21 Exp. incl. Encumbr. As of 09/30/2020	FY 2020-21 Percent of Amended Budget	FY 2020-21 Exp. incl. Encumbr. As of 06/30/2019	Percent Exp & Enc Inc (dec.) FY21/FY20
Sewer Fund								
Expenses:								
Personnel Services	2,711,569		0	2,711,569	592,272	21.84%	594,576	-0.39%
Services and Supplies	1,587,387	-3,053	325,849	1,910,183	889,932	46.59%	1,012,874	-12.14%
Treatment Plant	9,429,908		0	9,429,908	2,357,477	25.00%	1,723,365	36.79%
Debt Service	2,447,400		0	2,447,400	0	0.00%	-	0.00%
Capital Outlay	200,000		282	200,282	282	0.14%	47,292	0.60%
Operating Transfer Out	1,585,433		0	1,585,433	396,358	25.00%	392,121	101.08%
Total Sewer Fund Expenses	17,961,697	-3,053	326,131	18,284,775	4,236,321	23.17%	3,770,228	12.36%

RESOLUTION NO. 8387

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS REVISING AND
MEMORIALIZING THE INTERFUND ADVANCE OR LOAN POLICY**

WHEREAS, the City of Milpitas ("City") and the Redevelopment Agency ("Agency") adopted Joint Resolution No. RA327/7852 on April 7, 2009, to formally memorialize the policy for the terms, conditions and requirements for advances or loans made between different City and Agency funds; and

WHEREAS, the Agency has since been dissolved pursuant to State law and the City wishes to amend Joint Resolution No. RA327/7852 as it relates to any City interfund advances or loans.

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. Interfund loan or advance transactions shall be subject to the following terms and conditions:
 - a. The amount of the advanced or borrowed principal shall be kept on file by the Director of Finance or designee.
 - b. The term of the interfund advance or loan shall be a maximum of twenty (20) years from the effective date of the authorized transaction, unless otherwise approved by City Council.
 - c. The outstanding principal balance of the advance or loan shall accrue simple interest at the monthly investment return of the City's portfolio. Interest shall not compound from month to month.
 - d. Principal and accrued interest shall be payable on demand within thirty (30) days after demand is made, or if no demand is made, on the maturity date (i.e., after the end of the twenty-year period).
 - e. Payment may be made, without premium or penalty, at any time and from time to time prepay all or any portion of the outstanding principal balance due. Any partial prepayments shall be applied first to accrued but unpaid interest and then to principal.

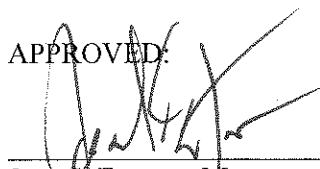
PASSED AND ADOPTED this 17th day of June, 2014, by the following vote:

AYES: (5) Mayor Esteves, Vice Mayor Polanski, Councilmembers Giordano, Gomez, and Montano
NOES: (0) None
ABSENT: (0) None
ABSTAIN: (0) None

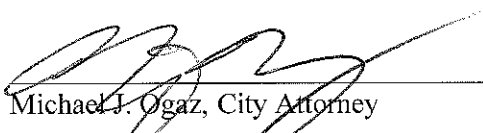
ATTEST:


Mary Lavelle, City Clerk

APPROVED:


Jose S. Esteves, Mayor

APPROVED AS TO FORM:


Michael J. Ogaz, City Attorney

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	Various Departments	\$2,544,141	100-2933	\$2,544,141
☒ Budget Appropriation	100-536-4237	\$80,000	100-2933	\$80,000
	216-2909	\$80,000	216-536-4237	\$80,000
☐ Budget Transfer	100-1400	\$5,394,208	100-2933	\$5,394,208
	100-3433	\$23,708	100-2933	\$23,708
	350-2800	\$5,394,208	350-2931	\$5,394,208
	350-920-4711	\$23,708	350-2931	\$23,708
	100-2933	\$3,649,551	100-3110	\$3,649,551
	100-2933	\$8,895,180	100-3150	\$8,895,180
	100-2933	\$308,241	100-3011	\$308,241
	100-2933	\$395,000	100-3819	\$395,000

Background:

On June 2, 2020, the City Council approved the Fiscal Year (FY) 2020-21 Adopted Operating Budget in the amount of \$220.3 million and the General Fund Budget in the amount of \$117.1 million. After adoption of the budget, staff monitors and tracks revenues and expenditures for all funds within an emphasis on the General Fund and Enterprise Funds.

On September 1, 2020, City staff presented an update of the FY 2021-2030 Ten-Year General Fund Financial Forecast. With the receipt of actual revenues for the quarter ending June 30, 2020, which covers the majority of time since the Shelter-in-Place order from mid-March, and updated revenue projections, which became available after completion of this staff report, staff updated the revenue projections. Additionally, staff updated expenditure information related to the City's Retiree Medical benefit as discussed below. The updated Forecast projects a decline of approximately \$13.2 million of revenues versus budget for Fiscal Year 2020-21 primarily attributable to Transient Occupancy Tax (-\$8.9 million) and Sales Tax (-\$3.6 million) offset with savings for the Retiree Medical benefit (-\$2.5 million) resulting in an increase of the deficit in the amount of \$10.7 million from the prior deficit of \$4.5 million to \$15.2 million. Additionally, staff presented that the Forecast indicates a structural deficit of about \$9 million. The updated Forecast slightly decreased the Property Tax projection eliminating any projected Education Revenue Augmentation Fund (ERAF) receipts mostly offset with higher property tax estimates as provided and advised by the County of Santa Clara.

Based on Council direction, staff has actively been managing the worst economic downturn since the Great Depression. Staff has implemented several major budget strategies such as non-personnel expenditure reductions, deferral of capital projects, a managed hiring freeze and educating voters about Measure F, a ballot measure for a ¼ Cent Sales Tax Measure. Additionally, staff has discussed service and related position reductions and engaging with its bargaining units to achieve wage and benefits reductions as additional budget strategies. During the past years, the City Council has set aside reserves to help mitigate the fiscal impact of the inevitable recession.

Analysis:

This staff report provides a quarterly update on budget versus actual expenditures and revenues of the General, Water and Sewer Funds, the City's major operating funds, based on unaudited financial reports for FY 2020-21 as of September 30, 2020. Further, this staff report includes recommendations to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 Pandemic anticipated net revenue losses in the amount of \$12.9 million as well as a reduction in Transfers-In from the Community Facilities District (CFD) 2008 in the amount of \$0.4 million.

The summary information below as well as the attachments comprise the FY 2020-21 Quarterly Financial Status Report for the Quarter ending September 30, 2020 for the General Fund and Enterprise Funds. Major revenue sources and expenditures for these funds are discussed below. The attachments provide a variance analysis of budget versus actual

expenditures and revenues for the first quarter of FY 2020-21 as well as prior year actual expenditures and revenues for the first quarter of FY 2019-20 for comparison purposes.

General Fund Revenues

On June 2, 2020, the City Council approved the Fiscal Year (FY) 2020-21 Adopted Operating General Fund Budget in the amount of \$117.1 million. The budget comprised of \$112.6 million of ongoing revenues with \$4.48 million from reserves offsetting ongoing expenditures of \$117.1 million.

For the three months ending September 30, 2020, the General Fund has received \$8.77 million, or 8.83% of the FY 20-21 forecast budget of \$99.3 million as presented to the City Council on Sept. 1, 2020. The updated forecast budget was revised down from \$112.57 million to \$99.33 million, a decrease of 13.5 million. An update on major revenue sources is provided below.

- Property Taxes and Redevelopment Property Tax Trust Fund: For the three months ending September 30, 2020, \$0.12 million, or 0.34%, of the \$36.56 million of the Sept. 1 updated revenue forecast has been received. Most property tax revenue is received in the second half of the fiscal year, so it is normal to see low revenues for the first quarter. Revenues are 63% more than last year at the same time. COVID-19 reached California in February 2020, after the roll for FY20-21 was closed. The Sept. 1 revenue forecast estimates \$36.56 million in total property tax revenue for the City of Milpitas based on the County of Santa Clara (County) projections, which is net \$0.3 million lower than the adopted budget of \$36.87 million. The County projected an increase of \$1.7 million in Property Tax receipts offset by a reduction of \$2.0 million in ERAF (Educational Revenue Augmentation Fund). A 1992 legislation shifted City, County and Special District property tax to schools with the provision that if schools are funded at the minimum level excess ERAF is returned to local jurisdictions. This return of ERAF funds is currently in dispute and the County advised cities not to count on receiving these funds. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Property Tax by \$0.3 million, or 1%.
- Sales & Use Tax: For the three months ending September 30, 2020, \$1.93 million, or 7.80% of the \$24.72 million of the Sept. 1 updated revenue forecast has been received. If compared to the FY 2020-21 Adopted Budget of \$28.37 million, 6.80% has been received. Revenues are 13% less than last year at the same time, due to the effects of COVID-19 and shelter-in-place orders, which resulted in less consumption overall. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Sales Tax by \$3.6 million, or 13%, based on the latest projection from the City's sales tax consultant and tax receipts received in the first quarter.

At the time of writing this staff report, the Registrar of Voters (ROV) was still counting ballots related to Measure F; however, based on initial results, the voters appeared to have approved the tax measure. As discussed, once the election results are certified by the ROV and the City Council, staff will work with the California Department of Tax and Fee Administration to implement the tax measure by April 1, 2021.

- Franchise Fees: For the three months ending September 30, 2020, \$0.21 million, or 3.85%, of the \$5.51 million FY 2020-21 Adopted Budget has been received. Revenues are 60% less than last year at the same time. This is due to the timing of receipt as franchise fees are typically received a month in arrears. Sanitation franchise fees attributed to August were late and received in October 2020 instead of September 2020. Fees attributed to September were received in October 2020 as well. If we include the fees in the amount of \$0.61 million for August and September, then total fees received for the first quarter period is \$.82 million, or 15%, of the \$5.51 million budget, which is on track with the budget.
- Hotel/Motel (TOT) Tax: For the three months ending September 30, 2020, \$0.62 million, or 13.51%, of the \$4.56 million of the Sept. 1 updated revenue forecast has been received. TOT receipts are one month in arrears. The receipts for the first quarter are in line with the Sept. 1 revenue forecast. If compared to the FY 2020-21 Adopted Budget of 13.45 million, 4.58% has been received. Revenues are 78% less than last year at the same time, due to effects of COVID-19. Therefore, staff is recommending a budget amendment to decrease budgeted estimates for Hotel/Motel (TOT) Tax by \$8.9 million, or 66%.
- License and Permits: For three months ending September 30, 2020, \$2.55 million, or 25.78%, of the \$9.91 million FY 2020-21 Adopted Budget has been received. Revenues are 52% greater than last year at the same time, which is mainly due to one Building Permit in the amount of \$0.78 million issued in July 2020.

- **Charges for Services:** For the three months ending September 30, 2020, \$0.66 million, or 8.5%, of the \$7.81 million budget has been received. Revenues are 57% less than last year at the same time, due to the effects of COVID-19. The significant decrease can be attributed to the Recreation department, where refunds were issued and revenue was lost, as classes and programs could not take place during the shelter-in-place lockdown and mandated social distancing requirements. Staff will monitor this revenue source and may bring adjustments to the budgeted estimates and related expenditure savings as part of the mid-year budget review.

Policy Alternative:

1. Not applicable.

Fiscal Impact:

Based on updated revenue estimates for the current fiscal year, which project a revenue shortfall in the amount of \$12.8 million, and a reduction in the CFD 2008 payment to the General Fund for services provided in the amount of \$0.4 million, staff recommends various budget actions to rebalance the FY 2020-21 budget. These actions include the payment of the TASP loan (\$5.4 million), expenditure reductions (\$2.6 million), and use of reserves (\$5.2 million from the Budget Stabilization Reserve).

California Environmental Quality Act:

Not applicable.

Recommendation:

Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending September 30, 2020 and Approve Budget Amendments to rebalance the FY 2020-21 Amended General Fund Budget due to COVID-19 Pandemic anticipated revenue losses.

Attachments:

1. FY 2020-21 Revenue Report for Fiscal Year-To-Date September 30, 2020
2. FY 2020-21 General Fund Expenditures by Department September 30, 2020
3. FY 2020-21 Water and Sewer Funds Financial Status for Fiscal Year-To-Date September 30, 2020
4. Resolution 8387 Interfund Loan Policy
5. Budget amendments form

☒ **Check if City Council Approval required.**

Meeting Date: November 17, 2020

Requested by:	Department Head: Walter C. Rossmann	Date: November 17, 2020
Reviewed by:	Finance Director: Walter C. Rossmann	Date: November 17, 2020
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept the Initial Preliminary FY 2022-31 General Fund Financial Forecast and FY 2021-22 Budget Calendar
Category:	Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contact:	Walter C. Rossmann, 408-586-3111
Recommendation:	Accept the Initial Preliminary FY 2022-31 General Fund Financial Forecast and FY 2021-22 Budget Calendar.

Background:

On March 12, 2020, in response to the growing Coronavirus threat and the State of California's declaration of a state of emergency, City Manager Steve McHarris declared a local emergency. On March 13, the President of the United States declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19) Outbreak. On Monday, March 16, 2020, the County of Santa Clara, and six of the most populous counties in the region, announced a shelter-in-place (SIP) order in light of the increased number of cases of COVID-19 that have been confirmed in Santa Clara County.

Since the onset of the pandemic economic activity has been suppressed, which has significantly impacted General Fund revenues. For example, in comparison to actual revenues received in FY 2018-19, the FY 2019-20 actual unaudited revenues decreased by \$8.4 million, or 7.80%, from \$108.1 million to \$99.7 million.

On September 1, 2020, staff updated the FY 2021-2030 Ten-Year General Fund Financial Forecast. The updated forecast based on actual revenues received for the quarter ending June 30, 2020, which covers the four months the SIP order from mid-March, projects a structural deficit of \$9 million. Based on the updated projections, General Fund revenues are projected to decline by \$7 million, or 7.00%, from \$99.7 million (FY 2019-20 Unaudited) to \$92.7 million (FY 2020-21 as of Sept. 1, 2020). The cumulative decline in actual and projected revenues from FY 2018-19 to FY 2020-21 are expected to be \$15 million or nearly 15%.

One of the strategies to address the projected \$9 million structural deficit included voter approval of a ¼ Cent Sales Tax measure increase (Measure F). Per the Santa Clara County Registrar of Voter's webpage as of November 10, 2020, the measure's approval level has been consistently at about 60% with 92% of votes counted, which significantly reduced the structural deficit as discussed below.

Per the Council approved budget guidelines, the Finance Director is required to publish a budget preparation calendar to the Department Heads and to the City Council at the beginning of the budget process each year. Consistent with these guidelines, the Calendar is transmitted with this staff report.

Analysis:

As discussed above, on September 1, staff presented an update to the FY 2021-2030 Ten-Year General Fund Financial Forecast based on actual revenues received during the first three months of the SIP order. The Initial Preliminary FY 2022-2031 Ten-Year General Fund Financial Forecast (Forecast) is based on up to six months of revenue data since the onset of the economic crisis brought about by the pandemic. It assumes an economic recovery by the end of calendar year 2021 with a permanent reduction in Transient Occupancy Tax receipts due to an assumed long-lasting change in business travel behavior and the additional sales tax revenue from Measure F. Additionally, staff rolled over the FY 2020-21 service level as approved in the FY

2020-21 Adopted Budget with updated costs. Based on these assumptions, staff will present the Forecast at the November 17 City Council meeting.

FY 2021-22 Budget Calendar

Consistent with the Council approved Budget Guidelines, the FY 2021-22 Budget Calendar outlines the components and planned dates for the development, presentation and approval of the FY 2021-22 budget.

Table 2: FY 2021-22 Budget Calendar

Date	Milestone
November through June	Engagement and Outreach to City Employees
January 2021	Statistically-valid Community Survey
January 26, 2021	Preliminary City Council Budget Study Session (review of service level priorities)
March and April 2021	Open Town Hall Budget Survey and Community Engagement Meetings
February 11, 2021	Capital Improvement Program Study Session
April 14, 2021	Master Fee Schedule Study Session (tentative)
May 4, 2021	Master Fee Schedule Adoption
May 11, 2021	Operating Budget Study Session
June 1, 2021	Public Hearing and Budget Adoption

Fiscal Impact:

Not applicable

Recommendation:

Accept the Initial Preliminary FY 2022-31 General Fund Financial Forecast and FY 2021-22 Budget Calendar.

Attachment:

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 23.15 for Updates to Milpitas Municipal Code on Purchasing
Category:	Leadership and Support Services
Meeting Date:	11/10/2020
Staff Contact:	Walter C. Rossmann, Deputy City Manager, 408-586-3111
Recommendations:	1. Receive presentation from staff. 2. Following the City Attorney reading the title, move to waive the first reading beyond the title of Ordinance No. 23.15. 3. Introduce Ordinance No. 23.15 to update the municipal code section on purchasing.

Background:

The City's Purchasing Division (Division), housed in the Finance Department, is responsible for the centralized purchasing of goods and services governed by City's Purchasing Ordinance (Ordinance) except for capital improvement related contracting which is handled by the Engineering Department as well as small dollar purchases which are delegated to City Departments consistent with the Municipal Code.

The Division is headed by the Purchasing Agent, who is responsible for implementing the Ordinance, and supported by 1.0 Buyer and 0.5 Temporary Buyer. Annually, the Purchasing Division develops and processes over 200 contracts in support of City operations consistent with the Ordinance.

In FY 2019-20, the City substantially completed the implementation of ProcureNow, its e-procurement and contract management system and underwent a procurement study involving stakeholders across all departments. The study identified 39 recommendations. During the last six months, staff completed 11 recommendations and has been working on addressing the remaining recommendations.

The County of Santa Clara Shelter-in-Place order in response to the COVID-19 Pandemic accelerated the implementation of identified recommendations and forced streamlining operations through online approval of contracts using DocuSign, implementation of the contract management database for Purchasing originated contracts including automatic notification for renewal of contracts and insurance, and online payment for Procurement Card (P-Card) purchases. Further streamlining while ensuring fair and open competition and competitive pricing is dependent on updating the Ordinance.

On September 1, 2020, the City Council approved the COVID-19 Fiscal Response Strategies and Guidelines to be implemented by the City Manager. These fiscal strategies and guidelines were designed to ensure an effective response to the economic crisis and related impact on the City's finances caused by COVID-19, while minimizing service cuts to our community. One of these fiscal strategies and guidelines directs the City Manager to identify and bring forward for the Council's consideration City policy and ordinance changes, as applicable, that would enable/facilitate service delivery improvements.

Analysis:

The recommended changes to the Ordinance are based on a thorough review by the City Attorney, staff, and the consultant who studied the City's procurement function. The primary recommended changes include updates to Procurement Methods and Procedures, increased bidding thresholds and related contract

amendment authority, annual reporting requirements and deadlines for sole source purchases and standardization of equipment, changes of definitions, and alignment to existing practices.

Procurement Methods and Procedures

This section of the Ordinance was primarily restructured for better understanding and transparency. For example, a new paragraph providing an overview of the section was added which outlines the various procurement methods and bidding thresholds, the public agency procurement paragraph was simplified, common procurement procedures of various solicitation methods were made consistent, and the requirements for bonds and insurance was expanded. Additionally, staff recommends adding the Request for Qualifications solicitation method, an "or equals" process, and criteria for standardization of supplies, material or equipment.

The current ordinance defines the Request for Quotes, the Invitation for Bids, and the Request for Proposals solicitation methods. Staff recommends adding the Request for Qualifications (RFQ) solicitation method which may be used only for competitively selecting professional services under one or more of the following considerations:

1. For establishing a pool of qualified bidders;
2. The ability of the firms to provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the firm;
4. The quality of performance of previous services;
5. Quality, availability, or capability is overriding in relation to price in procurement of research, development, technical services;
6. The sufficiency of the financial resources and ability of the firm to provide the service;
7. The need to evaluate whether the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussions of them before entering the contract;
8. The number and scope of conditions attached to the Solicitation.

With the RFQ method price is not a consideration initially. However, price will be determined through a competitive Best and Final Offer process and/or negotiations with finalists.

With the acquisition of supplies, material and equipment, staff may develop specifications. With the "or equals" process, staff may reference a product by its brand name in solicitation documents and add the words "or equals." Any reference to a specific brand name followed by the term "or equal" in specifications is illustrative only and describes a product best meeting the specific operational, design, performance, maintenance, quality, and reliability requirements of the City. A bidder may offer an equivalent ("or equal") in response to a brand name or equal reference.

When an "or equal" is offered, the City may test and evaluate the product prior to award of the contract and the City determines if "an equal" offered meets the specification. At bidder's expense, bidder bears sole responsibility for providing any information, test data or document required by the City to fully evaluate the acceptability of the "or equal." at bidder's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities. If the City rejects a response or part of a response containing any "or equal," the Purchasing Agent shall determine the decision in writing.

The current ordinance provides guidance for standardizing supplies, material or equipment including technology products and services. However, such guidance is not based on quantifying cost savings. Standardization shall be considered if the Purchasing Agent has determined that it is required for the health, safety or welfare of the people or employees of the City, or that repair or maintenance costs would be minimized; training of user and/or repair and maintenance personnel would be simplified; supplies or spare parts would be readily available; modifications to existing equipment would not be necessary; or matching existing supplies, materials or equipment is required for proper operation of a particular piece of equipment or City program. The City Council currently approves standardizations for supplies, material or equipment including technology products and services.

In contrast, the recommended changes to the standardization section of the Ordinance outlines more detailed criteria requiring staff to quantify cost savings for the Purchasing Agent's review and approval of standardizing on supplies, material, equipment or technology products and services with a focus on cost savings. These criteria are as follows:

1. In order to acquire a specific product(s) for the purpose of conducting a field test or experiment to determine the product's suitability for use by the City.
2. When it is required for proper operation or function to match other products with respect to the repair or expansion or completion of a system or program already in use by the City, including, but not limited to, technology purchases required to achieve interoperability with existing hardware, software, systems or programs.
3. In order to achieve significant cost savings based upon consideration of the following cost factors:
 - a. Timeliness and quality of installation, repair and maintenance;
 - b. Quality of user training;
 - c. Supplies and replacement parts;
 - d. Modification of existing equipment, materials or systems;
 - e. Future upgrades and updates;
 - f. Estimated amount and cost of reasonably foreseeable future purchases of equipment that would be required to be compatible or functional with the product which is the subject of the standardization determination.
 - g. Administrative costs.

Based on the detailed criteria focusing on cost savings related to standardization, staff recommends that, consistent with sole source purchase approvals, the Purchasing Agent is authorized to review and approve standardizations and submit annually a report to the City Council listing all standardizations approved during the past fiscal year including the product, manufacturer, and reasons for the standardization as authorized in the Ordinance and detailed above.

Bidding thresholds and related contract amendment authority

Consistent with the Council approved COVID-19 Fiscal Response Strategies and Guidelines, staff recommends increasing the thresholds for informal to formal competition based on estimated pricing. As the table below shows, currently for purchases of \$5,000 or less, the Ordinance requires for staff to obtain three quotations whenever possible; for purchases over \$5,000 and less than \$20,000, the Ordinance requires staff to get at least three quotations in writing; and for purchases above \$20,000 to engage in a formal competitive process such as an Invitation for Bid or a Request for Proposals process.

Staff recommends increasing the solicitation method thresholds based on the estimated cost of purchase as outlined in the table below. For estimated purchases not to exceed \$10,000, the updated Ordinance would require staff to obtain three quotations whenever possible. Increasing this threshold from \$5,000 to \$10,000 is consistent with similar sized cities in Santa Clara County. The cities of Mountain View and Palo Alto require that quotes be obtained for estimated purchases of \$10,000 and higher. For the City of Santa Clara, the threshold is \$15,000 and for the City of Cupertino the threshold is \$60,000. Only the City of Sunnyvale requires quotes for estimated purchases of \$5,000 or higher.

For an estimated cost of purchase of more than \$10,000 and less than \$50,000, the Ordinance would require staff to issue a Request for Quotes indicating the basis of award through the City's e-procurement system and vendors known to be able to provide the supplies and services and base the award of the contract, whenever possible, on at least three quotations. For an estimated cost of purchase of more than \$50,000, the updated ordinance requires formal solicitation methods such as Invitation for Bid, Request for Proposals, etc. unless exempted by the Ordinance. This change increases the requirement for a formal solicitation method from \$20,000 to \$50,000 which is consistent with similar sized cities in our county. For the cities of Mountain View and Palo Alto the formal solicitation threshold starts with estimated purchases of more than \$50,000. For the City of Santa Clara and Mountain View the threshold is \$100,000 and for the City of Cupertino the threshold is \$200,000.

Solicitation Method	Current Thresholds (Based on actual cost of purchase)	Recommended Thresholds (Based on estimated cost of purchase)
No mandatory competition	\$5,000 or less	Not to exceed \$10,000
Informal Solicitation Method - Request for Quotes (supplies and services)	Over \$5,000 and less than \$20,000	More than \$10,000 and no more than \$50,000
Formal Solicitation Method - Invitation for Bid (primarily for supplies, material and equipment) - Request for Proposal (primarily for services) - Request for Qualifications (professional services only)	\$20,000 or more	More than \$50,000

The City Manager is authorized to award contracts up to a contract amount of \$100,000 and any contract with a value greater than \$100,000 requires Council approval. This Ordinance clarifies that the City Manager is authorized to award California Uniform Public Construction Cost Accounting Act (CUPCCA) up to a contract amount of \$100,000.

Per the current Ordinance, the Purchasing Agent has certain contract amendment authority which is based on the previous City Manager contract approval authority of \$50,000 and to extend a contract without increase in compensation for up to six months. As shown in the table below, the Purchasing Agent may amend a contract based on certain conditions and up to a certain amount for individual amendments and cumulative contract amendments.

Contract Amount	Individual Contract Amendment Authority	Cumulative Contract Amendment Authority
No more than \$50,000	10% of Award or \$5,000 whichever is less	15% of Award or \$7,500 whichever is less
More than \$50,000	10% of Award or \$10,000 whichever is less	15% of Award or \$20,000 whichever is less

Staff recommends aligning the contract amounts from \$50,000 to \$100,000 with the City Manager contract authority with similar conditions as shown in the table below. Additionally, staff recommends changing the Purchasing Agent's authority to extend a contract without increase in compensation from up to six months to up to 12 months. These changes in authority will streamline City operations.

Contract Amount	Individual Contract Amendment Authority	Cumulative Contract Amendment Authority
No more than \$100,000	10% of Award or \$10,000 whichever is less	15% of Award or \$15,000 whichever is less
More than \$100,000	10% of Award or \$20,000 whichever is less	15% of Award or \$40,000 whichever is less

Annual reporting requirements and deadlines for sole source purchases and standardization of supplies, material or equipment

Currently, Municipal Code section I-310-3.70 (c) (4) requires that not later than July 15th annually, each City department shall provide to the City Council a list of all sole source contracts entered into or renewed during the past fiscal year. In praxis, this reporting requirement has been assumed by the Purchasing Agent because the Purchasing Agent per the Ordinance (Section I-2-3.09, titled "Sole Source Procurement"), prior to award of a sole source contract, is required to determine in writing, after conducting a good faith review of available

sources, that only one viable source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source. Since the deadline for reporting all sole source purchases occurs during the annual Council recess, staff is required to submit the report twice. First, the report is provided as an Information Memorandum to the City Council by July 15 and then as a staff report after the recess on an August Council agenda so that the public can review the information as well.

With this ordinance change, staff recommends moving the reporting requirement from the current Chapter to the Ordinance, requiring the Purchasing Agent to submit the annual report, and extending the reporting deadline to August 31 to provide additional time to compile the data after the end of the fiscal year and avoid having to submit the report twice.

Additionally, with the annual sole source report, staff recommends adding the requirement to report on approved standardizations of supplies, material or equipment by August 31 for prior fiscal year actions.

Changes of definitions

Changes of definitions include clarifying additions such as including Purchase Orders (POs) in the definition of contracts. A PO has potentially two functions. It serves as a payment vehicle and as a contract. Unlike an agreement, a PO does not have to be signed by a vendor. Therefore, purchases of goods, supplies, and equipment, governmental agencies can be expedited by attaching standard terms and conditions to a PO.

The definition for professional services is recommended to be expanded to include information technology services such as installation and implementation of information technology projects, software licensing and maintenance, and Software as a Service (SaaS). Currently, contracts for information technology are not addressed in the ordinance. With this change, the exception for not issuing Purchase Orders related to technology services is recommended to be removed.

The definition of Purchasing Agent is clarified to include the Purchasing Agent, the Director of Finance or his or her designee, or such position designated by the City Manager to administer this Chapter. This change provides clarity in the absence of the Purchasing Agent.

The definition of Signature is aligned with electronic signatures as established by law and current practice of accepting scanned signatures.

The overarching term of Solicitation is introduced which includes an invitation for bids or request for proposals, qualifications, quotes, or other document including all documents, whether attached or incorporated by reference, utilized in furtherance of a City procurement of goods or services.

Alignment to existing practices

In addition to aligning the sole source reporting requirement, staff recommends authorizing the disposition of firearms in the Municipal Code consistent with the current Memorandum of Understanding (MOU) with the Milpitas Police Officer Association. Per MOU, a sworn officer who has served satisfactorily in the Department for at least five years may purchase a service weapon based on its depreciated value upon satisfactory separation from City service. Further upon retirement, the City shall give an officer his/her service weapon and holsters without charge under certain conditions.

Other alignments to existing practices include adding contract management to the Department Heads' list of responsibilities.

Policy Alternative:

Alternative: Do not approve the Ordinance changes.

Pros: Staff will continue procuring goods and services within the existing framework of rules and regulations.

Cons: The Ordinance changes are modernizing the existing Ordinance consistent with best practices.

Reason not recommended: Our City would not streamline the City's purchasing system to reduce the administrative burden and cost while ensuring open and fair competition and competitive pricing.

Fiscal Impact:

With Council approval of the recommended Ordinance amendments, the citywide purchasing system will be streamlined freeing up staff time to work on other high priority projects.

California Environmental Quality Act:

Not applicable

Recommendations:

1. Receive presentation from staff.
2. Following the City Attorney reading the title, move to waive the first reading beyond the title of Ordinance No. 23.15.
3. Introduce Ordinance No. 23.15 to update the municipal code section on purchasing.

Attachment:

Draft Ordinance No. 23.15

PLEASE NOTE:

This copy of Ordinance No. 23.15 is a “redlined” version for your convenience. Text additions are designated by an underline and text deletions are designated with a strikethrough.

REGULAR

NUMBER: 23.15

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTERS 2 (PURCHASING) AND 310 (OPEN GOVERNMENT ORDINANCE) OF TITLE I (ADMINISTRATION) OF THE MILPITAS MUNICIPAL CODE RELATING TO PURCHASING

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City’s Purchasing Division in the Finance Department supports all City Departments to procure and contract for goods and services while ensuring fair and open competition consistent with the Municipal Code; and

WHEREAS, the City studied its procurement function including process mapping to streamline procurement processes and reducing administrative costs while ensuring competitive pricing; and

WHEREAS, on March 16, 2020, the County of Santa Clara ordered residents to shelter-in-place (“Shelter-In-Place Order”) in response to the COVID-19 pandemic; and

WHEREAS, the Shelter-in-Place Order accelerated the streamlining of operations through online approval of contracts using DocuSign, implementation of the contract management database for contracts originating from the Purchasing Division including automatic notification for renewal of contracts and insurance, and online payment for Procurement Card (P-Card) purchases; and

WHEREAS, further streamlining while ensuring fair and open competition and competitive pricing is dependent on updating the Purchasing Ordinance; and

WHEREAS, on September 1, 2020, the City Council approved the COVID-19 Fiscal Response Strategies and Guidelines; and

WHEREAS, the City Manager was directed to follow these fiscal strategies and guidelines to ensure an effective response to the economic crisis and related impact on the City’s finances caused by COVID-19, while minimizing service cuts to our community; and

WHEREAS, one of these fiscal strategies and guidelines directs the City Manager to identify and bring forward for Council consideration City policy and ordinance changes, as applicable, that would enable/facilitate service delivery improvements; and

WHEREAS, the primary recommended changes to the City’s Purchasing Ordinance include updating procurement methods and procedures, increasing bidding thresholds and related contract amendment authority, establishing annual reporting requirements and deadlines for sole source purchases and standardization of equipment, changing definitions, and aligning the Purchasing Ordinance with existing practices.

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 I, CHAPTER 310

Title I (Administration), Chapter 310 (Open Government Ordinance), Section 3.70 (Public Information that Must be Disclosed) of the Milpitas Municipal Code is hereby amended to read as follows:

I-310-3.70 - Public Information that Must be Disclosed

Notwithstanding a department's legal discretion to withhold certain information under the California Public Records Act, the following policies shall govern specific types of documents and information and shall provide enhanced rights of public access to information and records:

- (a) Drafts and Memoranda. No preliminary draft or memorandum shall be exempt from disclosure under Government Code section 6254, subdivision (a) if it is normally kept on file. Preliminary drafts and memoranda concerning contracts, memoranda of understanding, or other matters subject to negotiation or pending Council approval shall not be subject to disclosure to this provision until final action has been taken.
- (b) Litigation Material.
 - (1) Notwithstanding any exemptions otherwise provided by law, the following are public records subject to disclosure under this chapter:
 - (i) A pre-litigation claim against the City;
 - (ii) A record previously received or created by a department in the ordinary course of business that was not attorney/client privileged when it was previously received or created;
 - (iii) Advice on compliance with, analysis of, an opinion concerning liability under, or any communication otherwise concerning the California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, any Milpitas governmental ethics code, or this [Chapter](#).
 - (2) Unless otherwise privileged under California law, when litigation is adjudicated or otherwise settled, records of all communications between the department and the adverse party shall be subject to disclosure, including the text and terms of any settlement.
- (c) Contracts, Bids and Proposals.
 - (1) All initial City Requests for Proposals ("RFP's") shall be kept in a central repository and shall be made available for public inspection. In addition, RFP's shall be placed on the City's website for a period from the date the RFP was issued to the date that the RFP is due.
 - (2) Contracts, contractors' bids, responses to requests for proposals and all other records of communication between the department and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit. All bidders and contractors shall be advised that information provided which is covered by this subdivision will be made available to the public upon request. Immediately after any review or evaluation or rating of responses to an RFP has been completed, evaluation forms and score sheets and any other documents used by persons in the RFP evaluation or contractor selection process shall be available for public inspection. The names of scorers, graders or evaluators, along with their individual ratings, comments, and score sheets or comments on related documents, shall be made immediately available after the review or evaluation of an RFP has been completed.
 - (3) During the course of negotiations for:
 - (i) Personal, professional, or other contractual services not subject to a competitive process or where such a process has arrived at a stage where there is only one qualified or responsive bidder;
 - (ii) Leases or permits having total anticipated revenue or expense to the City;
 - (iii) Any franchise agreements, all documents exchanged and related to the position of the parties, including draft contracts, shall be made available for public inspection and copying upon request. In the event that no records are prepared or exchanged during negotiations in the above-mentioned categories, or the records exchanged do not provide a meaningful representation of the respective positions, the City Attorney or city representative familiar with the negotiations shall, upon a written request by a member of the public, prepare written summaries of the respective positions within five (5) working days following the final day of negotiation of any given week. The summaries will be available for public inspection and copying. Upon completion of negotiations, the executed contract, including the dollar amount of said contract, shall be made available for inspection and copying.

~~(4) — Not later than July 15th annually, each City department shall provide to the City Council a list of all sole source contracts entered into or renewed during the past fiscal year. This list shall be made available for inspection and copying as provided for elsewhere in this Section.~~

(d) Budgets and Other Financial Information. Budgets, whether tentative, proposed or adopted, for the City or any of its departments, programs, projects or other categories, and all bills, claims, invoices, vouchers or other records of payment obligations as well as records of actual disbursements showing the amount paid, the payee and the purpose for which payment is made, other than payments for social or other services whose records are confidential by law, shall not be exempt from disclosure under any circumstances.

(e) Appraisals, offers and counteroffers relating to the City's purchase of real property are exempt until an agreement is executed. If an agreement for purchase is not submitted to the Council for approval then this exemption expires 1 year after negotiations are terminated.

(f) ~~—Reserved.~~

~~(g) —~~Neither the City nor any officer, employee, or agent thereof may assert an exemption for withholding for any document or information based on a "deliberative process" exemption, either as provided by California Public Records Act Section 6255 or any other provision of law that does not prohibit disclosure.

~~(h) —Reserved.~~

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE I, CHAPTER 2

Title I (Administration), Chapter 2 (Purchasing) of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 2 - PURCHASING

Sections:

Section 1 - Purpose and Application: Definitions

I-2-1.01 - Purpose

The purpose of this Purchasing Ordinance is to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

I-2-1.02 - Application

Except as otherwise provided herein, this ~~C~~chapter applies to contracts for the procurement of supplies and services; entered into by the City. When the procurement involves the expenditure of federal assistance, contract, or grant funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. Nothing in this ~~e~~Chapter shall prevent ~~the City and any public~~City affiliated agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

I-2-1.03 - Definitions

The words defined in this section shall have the meanings set forth below whenever they appear in the Purchasing Ordinance, unless the context in which they are used clearly requires a different meaning; or, a different definition is prescribed for a particular section or provision.

1. ~~BIDDER. Any person who submits a response to a competitive City solicitation—~~~~BRAND NAME OR EQUAL SPECIFICATION. A specification limited to one (1) or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet City requirements, and which provides for the submission of equivalent products.~~

~~2. 2—BIDDER. Any person who submits a response to a competitive City solicitation.~~

3. BUSINESS. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

~~43.~~ CITY. The City of Milpitas—~~and City affiliated agency.~~

54. CONTRACT. All types of City contracts ~~or~~ agreements, or purchase orders with the exception of public works contracts ~~which shall be governed by 1-2-3-20~~, for the procurement of supplies and services or the disposal of surplus supplies.
65. CONTRACT MODIFICATION. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract ~~accomplished by mutual action of the parties to the contract.~~
76. CONTRACTOR. Any person having a contract with ~~a governmental body~~ the City.
87. DATA. Any recorded information, regardless of form or characteristic.
98. ELECTRONIC. Any electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.
109. ELIGIBLE LOCAL PROVIDER. Any local provider who is an otherwise responsible bidder and otherwise responsive to ~~the~~ a City's ~~invitation for bids~~ competitive solicitation.
11. ~~10.~~ ENVIRONMENTALLY PREFERABLE PRODUCTS OR MATERIALS. Any products or materials contained in the products that have a reduced negative effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials' acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product.
1211. GENERAL SERVICES. The furnishing of goods and services by a vendor that does not typically require a license, certification or other professional criteria to perform the work. This includes services such as equipment maintenance, janitorial, printing, landscaping and refuse disposal. ~~This term shall not include employment agreements or collective bargaining agreements.~~
1312. GRANT. Any furnishing of funds by an outside agency or other organization to support a program authorized by law.
14. ~~INVITATION FOR BIDS. All documents, whether attached or incorporated by reference, utilized for soliciting bids.~~
1513. LOCAL PROVIDER. A supplier or provider of equipment, materials, supplies or services which has an established place of business within the City of Milpitas, which has a City of Milpitas business license, which has paid all currently due business license fees and taxes, and which began doing business within the City of Milpitas at least one (1) year prior to the City's inviting bids or quotations for the respective purchase.
1614. PERSON. Any business, individual, union, committee, club, other organization, or group of individuals.
1715. POST-CONSUMER MATERIAL OR PRODUCT. Any material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item, including any waste material and by-products which have been recovered or diverted from solid waste.
1816. PROCUREMENT. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies or services. It also includes all functions that pertain to the obtaining of any supply or service, including description of requirements, selection, and solicitation of sources, preparation and award of contract and contract administration.
1917. PROFESSIONAL SERVICES. ~~Those services~~ Services, generally of an intangible nature that typically require a license, certification, and/or other professional criteria to perform the work as defined by the laws of the State of California including, but not limited to, Architect, Engineer, Land Surveyor, Attorney, Public Accountant, ~~as well as information technology services such as installation and implementation of information technology projects, software licensing and maintenance, and Software as a Service (SaaS).~~
2018. PROVIDER. The terms bidder, supplier, contractor, vendor or provider, may be used interchangeably and shall refer to the person, company, or corporation from whom the City of Milpitas purchases supplies or services or with whom the City enters into a contract.
2119. PUBLIC AGENCY. A public agency is defined as any school district, ~~city~~ City, state, federal agency, U.S. Communities program or other nonprofit association or group consisting of governmental entities.
2220. PUBLIC NOTICE. The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods shall often include, but are not limited to, publication in newspapers of general circulation, posting in public places, electronic or paper notices to prospective bidders, and posting on web pages designated by the City for that purpose.
2321. PUBLIC WORKS CONTRACT. Any City contract for the performance of a "public project" as defined in Public Contract Code ~~Section~~ section 22002, as it may be amended from time to time.
24. ~~RECYCLED PRODUCT PREFERENCE. A price preference, equal to ten percent (10%) of the lowest cost bid, given to bidders offering recycled products over those offering nonrecycled products.~~

- ~~25.~~ 22. PURCHASING AGENT. The Purchasing Agent, the Director of Finance or his or her designee, or such position designated by the City Manager to administer this Chapter.
23. ~~REQUESTING DEPARTMENT.~~ Any organizational unit of the City of Milpitas that utilizes any supplies or services procured under this Ordinance.
- ~~24.~~ ~~26~~ RESPONSE. means a bid, proposal, quote, statement of qualification or other communication offered in response to a competitive City solicitation.
25. RESPONSIBLE BIDDER. A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work.
- ~~27~~ 26. RESPONSIVE BIDDER. A bidder who has complied with the instructions and requirements established by the City and set forth in the ~~contract, purchase order or request for quotations~~ City's solicitation documents.
- ~~28~~ 27. SIGNATURE. Shall be defined as a manual signature affixed in ink, ~~or provided through other acceptable means established by law.~~ A faxed or scanned signature is acceptable ~~so long as it is followed up within ten (10) calendar days by the original document.~~
- ~~29~~ 28. SPECIFICATION. Any description of the physical or functional characteristics or of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery.
- ~~30~~ 29. SOLICITATION. An invitation for bids or request for proposals, qualifications, quotes, or other document including all documents, whether attached or incorporated by reference, utilized in furtherance of a City procurement of goods or services.
30. SUPPLIES. All property (including, but not limited to, equipment, goods and materials) except as otherwise provided herein.
31. SURPLUS SUPPLIES. Supplies which are worn out, obsolete or unsuitable for City use.
32. WRITING OR IN WRITING. The product of any method of forming characters on paper, or other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

Section 2 - Division of Purchasing

I-2-2.01 - Establishment

There is hereby established for the City a Division of Purchasing, headed by a Purchasing Agent, who shall report to the Director of the ~~Financial Services~~ Finance Department.

I-2-2.02 - Responsibilities

In accordance with this Cchapter, the Purchasing Agent shall:

1. Procure or supervise the procurement of all supplies and services needed by the City, except as otherwise provided herein;
- ~~2. Exercise direct supervision over the City central stores and general supervision over all other inventories of supplies belonging to the City;~~ Award contracts for Fifty Thousand Dollars (\$50,000) or less;
- ~~3. Amend contracts or purchase orders awarded for amounts of Fifty Thousand Dollars (\$50,000) or less as necessary, as long as the total amount of the amended contract does not exceed Fifty Thousand Dollars (\$50,000).~~
4. Sell, trade or otherwise dispose of surplus supplies belonging to the City;
- ~~45.~~ Establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the departments using the supplies and services;
- ~~56.~~ Provide ongoing training and support to the City departments pertaining to procurement of supplies or services ~~under Five Thousand Dollars (\$5,000);~~
- ~~6. Execute and administer~~ 7. Administer contracts with vendors for the purchase of citywide services and supplies such as paper, office supplies, janitorial services and office equipment;
- ~~78.~~ Establish and maintain a central vendor database categorized by goods and services;
- ~~89.~~ Provide management of the Procurement Card and Single Merchant Credit Card Programs;
- ~~910.~~ Adopt operational procedures relating to the execution of any of the above duties and responsibilities.

I-2-2.03 - Purchases made by Departments

Each Department has the authority to purchase supplies, materials, equipment and services not to exceed Ten Thousand Dollars (\$10,000) or less. For supplies, materials, and equipment, the department shall use a Procurement Card or submit a Purchase Requisition to Finance for issuance of a Purchase Order. For services with a value greater than One Thousand Dollars (\$1,000), the department shall submit a Purchase Requisition to Finance for issuance of a contract and ensure compliance with insurance requirements as promulgated by the Risk Manager.

I-2-2.04 - Delegation

The Purchasing Agent may delegate authority to purchase supplies, or services, and to dispose of surplus supplies, to other City officials, if such delegation is deemed necessary for the effective procurement or disposal of those items.

Section 3 - Procurement ~~Authority~~—Methods and Procedures

~~I-2-3.01 —Purchases—~~ Selection of Five Thousand Dollars (\$5,000) or Less Solicitation Method

~~Each Requesting Department has the authority to purchase supplies and services for Five Thousand Dollars (\$5,000) or less, but must obtain three (3) quotations whenever possible to determine the best value. The Purchasing Agent shall be available to provide ongoing training and support for purchases at the Five Thousand Dollars (\$5,000) or less dollar level.~~

~~I-2-3.02 —Purchases Over Five Thousand Dollars (\$5,000) and Less Than Twenty Thousand Dollars (\$20,000)~~

~~The purchase of supplies and services in an amount over Five Thousand Dollars (\$5,000) and less than Twenty Thousand Dollars (\$20,000) may be made by the Purchasing Agent through competitive bid, using the following procedures:~~

- ~~(a) —Whenever possible, competitive bid in the open market shall be based on at least three (3) quotations.~~
- ~~(b) —The Purchasing Agent may solicit quotations from prospective vendors both on and off the vendor database. Quotations must be written and may include facsimile and electronic mail.~~
- ~~(c) —The Purchasing Agent shall keep a record of all open market orders and quotes for a period of one (1) year after the submission of quotes or placing of orders.~~
- ~~(d) —The Purchasing Agent is authorized to award a contract for less than Twenty Thousand Dollars (\$20,000) to the lowest responsive and responsible bidder.~~
- ~~(e) —If no responsive bid is received after soliciting quotations, the Purchasing Agent may proceed to purchase the supplies, hire or have services performed in the open market.~~
- ~~(f) —The provisions of Section I-2-3.02 shall not apply to purchases that do not exceed Five Thousand Dollars (\$5,000).~~
- ~~(g) —The Purchasing Agent may amend contracts or purchase orders awarded for amounts under Twenty Thousand Dollars (\$20,000) as necessary, as long as the total amount of the amended contract does not exceed Twenty Thousand Dollars (\$20,000).~~

~~I-2-3.03 —Purchases of \$20,000.00 or More~~

~~3.03-1 Formal Bid Procedures. The Purchasing Agent shall solicit bids for supplies, equipment or services of a value of \$20,000.00 or more using the following formal sealed bid procedures. The purchase of supplies, equipment or services for a value less than or equal to \$100,000.00 may be approved by the City Manager. The purchase of supplies, equipment or services for a value in excess of \$100,000.00 must be approved by the City Council.~~

- ~~(a) —A notice of invitation for bid shall include a general description of the supplies, equipment or services to be purchased, state where the bid forms and specifications may be secured, and state the final deadline and method for submitting bids. Notice shall be given as provided in Section I-2-3.05. The Purchasing Agent may also solicit sealed bids from responsible prospective suppliers and contractors whose names are not in the vendor database.~~
- ~~(b) —Bidders shall submit electronic bids through the City's eProcurement System per the instructions in the bid documents.~~

~~The Bids shall be opened at the time and date indicated in the bid document. A tabulation of all bids received shall be delivered by electronic mail to all registered bidders via the eProcurement System within 72 hours after the bid opening. A tabulation of all bids received shall be posted on the City's website for a period of not less than 30 calendar days after the bid opening.~~

~~(c) The Purchasing Agent or City Council shall have the discretion to reject any and all bids presented, and readvertise for bids.~~

~~(d) The bid shall be awarded to the lowest responsive and responsible bidder.~~

~~(e) If no responsive bid is received after soliciting bids under this section, the Purchasing Agent may proceed to purchase the supplies, equipment hire or have services performed in the open market.~~

~~3.03-2 Exceptions. The bidding procedures under Sections I-2-3.02 and I-2-3.03 may be dispensed with:~~

~~(a) In an emergency as defined in Section I-2-3.10;~~

~~(b) Where it is determined that the supply or service is available from only one source, as defined in Section I-2-3.09, Sole source procurement. The basis upon which this determination is made shall be in writing;~~

~~(c) Where supplies and services are purchased through a piggyback arrangement pursuant to Section I-2-3.07 or a cooperative purchasing arrangement pursuant to Section I-2-3.08;~~

~~(d) Where, in the best interests of the City, supplies and services are purchased through the Request for Sealed Proposals method pursuant to Section I-2-3.06.~~

~~3.03-3~~ City shall where practicable engage in competitive procurement. The Purchasing Agent shall use the following solicitation methods under the circumstances described below:

(a) Purchases which are estimated not to exceed ten thousand dollars may be made without a competitive procurement method.

(b) Request for quotes process shall be used for purchases with an estimated value of more than ten thousand dollars and no more than fifty thousand dollars.

(c) Request for proposals process shall be used for purchases of services with an estimated value of more than fifty thousand dollars and for supplies, materials and equipment when the Purchasing Agent determines that it is in the best interest of the City to do so.

(d) Request for qualifications process may only be used for purchases of professional services with an estimated value of more than fifty thousand dollars.

(e) Formal bidding process shall be used for purchases of supplies, materials and equipment with an estimated value of more than fifty thousand dollars or for services when the Purchasing Agent determines that it is in the best interest of the City to do so.

I-2-3.02 - Split Orders-

It is a violation of the Ordinance to divide the purchase of supplies or general services ~~in the amount of \$20,000.00 or more~~ into smaller orders for the purpose of evading the competitive ~~bidding~~ solicitation requirements of this ~~section~~ Chapter.

~~I-2-3.04 - Competitive Bids~~

~~Where~~

I-2-3.03 - Procurements where competitive methods are not practicable-

The City is not required to engage in competitive procurement under the following circumstances:

(a) Emergency authority of Purchasing Agent pursuant to Section I-2-3.04

(b) Public agency purchases pursuant to Section I-2-3.05

(c) Sole source procurements pursuant to Section I-2-3.06

(d) As authorized by the City Council to be in the best interest of the City

I-2-3.04 - Emergency Authority of Purchasing Agent

3.04-1 Precluding action by the City Council, the Purchasing Agent may authorize emergency purchases without observing the bidding procedures set forth in this Chapter upon a finding that such purchases are required to prevent or mitigate the loss or impairment of life, health, property, or essential public services and that there is sudden, unexpected occurrence that poses a clear and imminent danger. The Purchasing Agent may purchase supplies or services, even though the amount thereof may exceed Fifty Thousand Dollars (\$50,000), without competitive bids upon notice.

3.04-2 Not later than seven (7) days after the emergency action, or at the next succeeding City Council meeting if that meeting will occur not later than 14 days after the action, the Purchasing Agent shall submit to the City Council a written statement of the circumstances of such emergency purchase over Fifty Thousand Dollars (\$50,000), a description of the supplies or services purchased, and the prices thereof.

3.04-3 The City Council shall continue to review the emergency action at every subsequent regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the Purchasing Agent has terminated the action prior to the City Council reviewing the emergency action.

I-2-3.05 – Public Agency Purchases

The Purchasing Agent may without observing the competitive procurement requirements prescribed by this Chapter:

- (a) Purchase or acquire any supplies, materials or equipment or services from any public or governmental body or agency; or
- (b) Joint purchasing agreements entered into by the City and one or more public agencies wherein the City is included as a potential purchaser under a competitive procurement process engaged in pursuant to the joint agreement; or
- (c) The Purchasing Agent may arrange for the City to enter into purchase contracts with a supplier or contractor for the purchase of supplies or general services, the pricing and terms of which have been previously established by another public agency or improved pricing and terms, provided that the Purchasing Agent determines that such purchase contracts are in the City's best interest; or
- (d) The Purchasing Agent may purchase supplies and services without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an agreement or entered into by any public agency or cooperative purchasing program utilizing public agency procurements as the basis for contracts offered, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that:
 - i. The underlying purchase was made using competitive negotiation or procurement procedures, and may include a nationally bid cooperative contract; and
 - ii. The public agency is a "public agency" as defined in Government Code section 6500.

I-2-3.06 - Sole Source Procurement

A contract may be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of available sources, that only one viable source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. A written statement of the basis for the sole source determination and the period of the sole source approval shall be placed in the contract file.

Not later than August 31st annually, the Purchasing Agent shall provide to the City Council a list of all sole source contracts entered into or renewed during the past fiscal year including the name of the department, description of the product or general service, vendor, and dollar amount.

~~are required, they shall be submitted electronically~~

I-2-3.07 – Request for Quotes (RFQ) Procedure

- (a) The Purchasing Agent shall issue a Request for Quotes indicating the basis of award through the City's e-procurement system and vendors known to be able to provide the supplies and services and base the award of the contract, whenever possible, on at least three (3) quotations.
- (b) Responses must be in writing as instructed in the Request for Quotes.
- (c) If no responsive quote is received after issuance of a Request for Quotes, the Purchasing Agent may proceed to purchase the supplies, hire or have services performed in the open market provided that negotiations are conducted as appropriate as to price, terms and conditions of contract award.

I-2-3.08 - Formal Bid Procedures:

- (a) A notice of invitation for bid shall include a general description of the supplies, equipment or services to be purchased, state where the bid forms and specifications may be secured and state the final deadline and method for submitting bids. Notice shall be given as provided in Section I-2-3.10.
- (b) Bidders shall submit electronic bids through the City's eProcurement System per the instructions in the bid documents. Any bid may be withdrawn by a written request signed by the bidder and received by the Purchasing Agent prior to the final time and date for the receipt of bids. ~~City's eProcurement System per the instructions in the bid documents.~~
- (c) Bids shall be opened at the time and date indicated in the bid document. A tabulation of all bids received shall be delivered by electronic mail to all registered bidders via the eProcurement System within 72 business hours after the bid opening. A tabulation of all bids received shall be made available on the City's eProcurement System or website for a period of not less than 30 calendar days after the award of the bid.
~~Where competitive bids are required, the purchase or disposal shall be made on the basis of three or more of said bids, unless the Purchasing Agent shall certify in writing that less than three prospective bidders have submitted bids or that, to the best of the Agent's knowledge, there are less than three prospective vendors from whom the supplies or services are available and that bids were invited from all of said vendors. Any bid may be withdrawn by a written request signed by the bidder and received by the Purchasing Agent prior to the final time and date for the receipt of bids.~~
- (d) The Purchasing Agent or City Council shall have the discretion to reject any and all bids presented and re-advertise for bids.
- (e) The bid shall be awarded to the lowest responsive and responsible bidder.
- (f) If no responsive bid is received after soliciting bids under this section, the Purchasing Agent may proceed to purchase the supplies, hire, or have services performed in the open market provided that negotiations are conducted as appropriate as to price, terms and conditions of contract award.

~~I-2-3.05 Competitive Bids (Notice)~~

~~For purchases under Sections I-2-3.03, Purchases of \$20,000.00 or More, and I-2-3.06,09 - Request for Sealed Proposals (RFP), where notice is required, notice shall be given by one or more of the following methods:~~

- ~~(1) Publishing notice in a newspaper of general circulation within the City on at least one occasion at least five days prior to the date set for the final receipt of bids. Provided, that publication may be made in any newspaper of general circulation in Santa Clara County which the Purchasing Agent shall select if the publication schedule of all newspapers of general circulation in the City are such that notice by publication cannot be given in time.~~
- ~~(2) Posting on the City of Milpitas website at least five days prior to the date set for the final receipt of bids.~~
- ~~(3) Through direct electronic notification via the City's eProcurement System.~~
- ~~(4) Any other manner of notice required by law for the particular goods or services to be purchased.~~

~~Nothing in this subsection shall prohibit the City from notifying suppliers and contractors of solicitations by electronic means, and nothing in this subsection shall prohibit the City from notifying suppliers and contractors who are not in the City's Vendor Database.~~

~~The notice shall include a general description of the supplies or services to be purchased or City property to be disposed; date, time and place of bid opening; and whether bonds will be required. The notice shall also include such information as to the proposed purchase or disposal as the Purchasing Agent deems sufficient to comply with relevant State law, regulation or City ordinance.~~

~~(Ord. No. 289.1, § 2, 11/7/17; Ord. No. 23.12, § 2, 5/5/09; Ord. 23.10 (part), 1/3/06)~~

~~I-2-3.06 Request for Sealed Proposals (RFP)~~

3.06) Procedure

3.09-1 The Purchasing Agent shall be authorized to utilize the request for ~~sealed~~ proposal method for purchase of supplies or services upon a determination by the Purchasing Agent that the use of competitive bidding is not practical or advantageous to the City because of one (1) or more of the following considerations:

- (a) Price is not a primary consideration;
- (b) The ability of the bidder to perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) Quality, availability, or capability is overriding in relation to price in procurement of research, development, technical supplies or services;

- (f) Delivery and installation, post-sale service or maintenance, reliability, warranties or availability of replacements, are overriding in relation to price or need to be evaluated in relation to prices;
- (g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (h) The need to evaluate the utilization of a fixed-price or cost-type contract;
- (i) The need to evaluate whether the ~~market place~~ marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussions of them before entering the contract;
- (j) The number and scope of conditions attached to the Solicitation.

3.0609-2 Receipt of Proposals.

No proposals shall be handled so as to permit disclosure of ~~the identity of any bidder or~~ the contents of any proposal to competing bidders during the process of negotiation. A register of proposals shall be prepared containing the name of each bidder ~~and a description sufficient to identify the item offered.~~ The register of proposals shall be open for public inspection only after contract award.

3.0609-3 Evaluation Factors.

The request for proposals shall state evaluation factors, which shall be considered the primary basis for evaluating the proposals.

3.0609-4 Discussion with Responsible Bidders and Revisions to Proposals.

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably possible of being selected for award, for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. All bidders shall be accorded equal treatment. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of the bidder or any information contained in competing offers.

3.0609-5 Award.

Award shall be made to the responsible bidder whose proposal is determined in writing to be the most advantageous to the City, taking into consideration, price, value and the evaluation factors set forth in the request for proposals.

3.0609-6 Rejection.

Without limitation to the applicability of any other provisions of this Cchapter, the Purchasing Agent or City Council may reject any and all proposals.

I-2-3.07 ~~Piggyback Procurement~~ 10 - Request for Qualifications (RFQa) Procedure

3.10-1 The Purchasing Agent ~~may arrange for the City to enter into purchase contracts with a supplier or contractor~~ shall be authorized to utilize the request for the qualification method for purchase of supplies or general professional services, the pricing and terms of which have been previously established upon a determination by another public agency, provided that the Purchasing Agent ~~determines that a "piggyback" purchase is in the City's best interest. The Purchasing Agent is required to determine and apply all of the following, prior to entering into the purchase:~~

- (1) ~~There are no local suppliers or contractors who could provide the product or service at~~ that the use of competitive rates;
- (2) ~~A copy of the solicitation has been obtained from the originating agency and reviewed for compliance with the City's Purchasing Ordinance;~~
- (3) ~~The specifications of the item or service required by the City are not materially different from those specified in the originating agency's solicitation;~~
- (4) ~~The price of the purchase is lower than that estimated for the purchase if made directly by the City pursuant to this Ordinance;~~
- (5) ~~The contract resulting from the original solicitation is current or the solicitation is within two (2) years from the date of the City's order, or written justification is provided justifying use of an older solicitation;~~

- (6) ~~No more than a ten percent (10%) variation is allowed for customizing the order or for desirable options. In addition, a cost of living adjustment (using San Francisco Oakland San Jose Consumer Price Index—All Urban Consumers) can be added for up to two (2) years; and~~
- (7) ~~The City enters into a separate contract with the vendor selected by the originating agency, and incorporates by reference the original solicitation, terms, conditions and prices.~~

~~1-2 3.08 Cooperative Procurement~~

~~3.08 1 The Purchasing Agent may purchase supplies and general services without complying with the quotation or bidding requirements of this Chapter, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that~~is not practical or advantageous to the City because of one (1) or more of the following considerations:

- (a) ~~The underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City's, and may include a nationally bid cooperative contract; and~~
- (b) ~~The public agency is a "public agency" as defined in Government Code section 6500.~~

~~3.08 2 In all such cases, the supplies or general~~(a) Price is not part of the scoring criteria;

(b) For establishing a pool of qualified bidders;

(c) The ability of the bidder to provide the service promptly, or within the time specified, without delay or interference;

(d) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(e) The quality of performance of previous services;

(f) Quality, availability, or capability is overriding in relation to price in procurement of research, development, technical ~~services~~ purchased must;

(g) The sufficiency of the financial resources and ability of the bidder to provide the service;

(h) The need to evaluate whether the marketplace will respond better to a solicitation permitting a range of alternative proposals or evaluation and discussions of them before entering the contract;

(j) The number and scope of conditions attached to the Solicitation.

3.10-2 Receipt of Statements of Qualifications.

No statements of qualifications ("SOQs") shall be ~~the same~~ handled so as to permit disclosure of the contents of any SOQs to competing bidders during the process of negotiation. A register of SOQs shall be prepared containing the name of each bidder. The register of SOQs shall be open for public inspection only after contract award.

3.10-3 Evaluation Factors.

The request for qualifications shall state evaluation factors, which shall be considered the primary basis for evaluating the SOQs.

3.10-4 Discussion with Responsible Bidders and Revisions to SOQs.

Discussions may be conducted with responsible bidders who submit SOQs determined to be reasonably possible of being selected for award, for the purpose of cost, clarification to assure full understanding of, and conformance to, the solicitation requirements. All bidders shall be accorded equal treatment. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of the bidder or any information contained in competing offers.

3.10-5 Award.

Award shall be made to the responsible bidder whose SOQ is determined in writing to be the most advantageous to the City, taking into consideration value and the evaluation factors set forth in the request for qualifications.

3.10-6 Rejection.

Without limitation to the applicability of any other provisions of this Chapter, the Purchasing Agent or City Council may reject any and all SOQs.

I-2-3.11 – Noticing of Solicitations for estimated Purchase of more than \$50,000

For purchases with an estimated value of more than \$50,000, where notice is required, notice shall be given by one or more of the following methods:

- (1) Publishing notice in a newspaper of general circulation within the City on at least one occasion at least five days prior to the date set for the final receipt of bids. Provided, that publication may be made in any newspaper of general circulation in Santa Clara County which the Purchasing Agent shall select if the publication schedule of all newspapers of general circulation in the City are such that notice by publication cannot be given in time.
- (2) Posting on the City of Milpitas website at least five days prior to the date set for the final receipt of bids.
- (3) Through direct electronic notification via the City's eProcurement System.
- (4) Any other manner of notice required by law for the particular goods or services to be purchased.

~~be offered at the same price as the supplies~~Nothing in this section shall prohibit the City from notifying prospective firms of solicitations by electronic means, and nothing in this section shall prohibit the City from notifying prospective firms who are not in the City's Vendor Database.

The notice shall include a general description of the goods or services to be purchased or City property to be disposed; date, time and place of bid opening; and whether bonds will be required. The notice shall also include such information as to the proposed purchase or disposal as the Purchasing Agent deems sufficient to comply with relevant State law, regulation or City ordinance.

~~services subject to the agreement or program.~~

I-2-3.12 – Use of "or equals" in specifications and testing of "equals:"

- (a) Any reference to a specific brand name followed by the term "or equal" in specifications is illustrative only. A reference to a brand name or equal describes a component best meeting the specific operational, design, performance, maintenance, quality, and reliability requirements of the City.
- (b) A bidder may offer an equivalent ("or equal") in response to a brand name or equal reference. When an "or equal" is offered, the City may test and evaluate the product prior to award of the contract and the City determines if "an equal" offered meets the specification.
- (c) At bidder's expense, bidder bears sole responsibility for providing any information, test data or document required by the City to fully evaluate the acceptability of the "or equal;" at bidder's expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities.
- (d) If the City rejects a response or part of a response containing any "or equal," the Purchasing Agent shall determine the decision in writing.

~~I-2-3.09 – Sole Source Procurement~~

~~A contract may be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of available sources, that there is only one (1) source for the required supply or service. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. A written statement of the basis for the sole source determination shall be placed in the contract file. The sole source designation shall remain effective for five (5) years unless the Purchasing Agent determines the classification is no longer warranted.~~

~~I-2-3.10 – Emergency Authority of Purchasing Agent~~

~~3.10-1 Precluding action by the City Council, the Purchasing Agent may authorize emergency purchases without observing the bidding procedures set forth in this chapter upon a finding that such purchases are required for the immediate preservation of the public health, safety, or welfare and that there is an immediate or imminent emergency. The Purchasing Agent may purchase supplies or services, even though the amount thereof may exceed Twenty Thousand Dollars (\$20,000), without competitive bids upon notice.~~

~~3.10-2 At the next succeeding City Council meeting, the Purchasing Agent shall submit to the City Council a written statement of the circumstances of such emergency purchase over Twenty Thousand Dollars (\$20,000), a description of the supplies or services purchased, and the prices thereof.~~

~~I-2-3.11 – Authority to Modify Contracts Awarded by City Council~~

The Purchasing Agent is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Council, any amendment or change order to a supply or general service contract previously approved by the Council within the following guidelines:

- (1) To extend the term of the contract, at the recommendation of the Requesting Department, for a period not to exceed six (6) consecutive months from the last Council approved expiration date;
- (a) (2) To make minor revisions to the scope of services or schedule;
- (b) (3) To make clerical corrections; or
- (c) (4) The Purchasing Agent may also approve and sign assignments of contracts previously approved by the City Council when he or she has determined that the proposed assignee has the ability, capacity, experience and skill and is otherwise qualified to perform the contract.

All modifications to contracts, including, but not limited to, changes to the scope of the work, quantity of goods, price or term shall be made in writing and approved by the Requesting Department. Amendments or change orders are permitted only if the modification would not cause the contract to exceed the monetary limits defined below:

Individual Change Order Authority	Cumulative Change Order Authority
10% of Award or \$5,000 whichever is less	15% of Award or \$7,500 whichever is less
10% of Award or \$10,000 whichever is less	15% of Award or \$20,000 whichever is less

All contract changes must be reflected on the Purchase Order and/or contract amendment. All other changes outside the parameters defined in this section must be approved by the City Council.

- (5) This subsection does not apply to contracts for professional services.

I-2-3.12 - Contracting for Consultants

~~3.12-1 The City Council finds and declares that the competitive bid process is ill suited for the selection of consultants.~~ 3.12-1 Consultants are required for professional or technical expertise and for matters requiring specialized abilities or a high degree of skill. Their numbers (in relation to a particular skill or expertise required) are comparatively limited. Where consultants are involved, the bidding process is not likely to result in a lower price to the City or eliminate unnecessary expense or delay. However, the request for proposals (RFP) process established in I-2-3.08, the request for qualifications (RFQa) process established in I-2-3.09, or a similar process based on evaluating consultant qualifications, is better suited.

~~3.12-2 The requesting department shall be empowered to engage a consultant (including, but not limited to, material testing services and construction inspection services) without the necessity of competitive bidding or notice thereof:~~

- ~~(a) Without City Council approval if the consultant's total fee for materials and services under the contract by which the consultant is engaged does not exceed \$100,000.00.~~
- ~~(b) With City Council approval if the consultant's total fee for materials and services under the contract by which the consultant is engaged exceeds \$100,000.00.~~

~~3.12-3~~ Architects, Engineers and Land Surveyors.

In addition to the provisions of ~~paragraphs~~paragraph ~~3.12-1 and 3.12-2~~ of this ~~subsection~~section, the following requirements shall be applicable to the selection of architects, engineers and land surveyors.

- (a) The requesting department or division head shall negotiate a contract with the ~~best qualified firm for~~firm that possesses the demonstrated competence and professional qualifications for the required architectural, engineering and land-surveying services.
- (b) Should the requesting department or division head be unable to negotiate a satisfactory contract with the firm considered to be ~~the most~~competent and qualified, at a price determined to be fair and reasonable, negotiations with that firm shall be formally terminated. The requesting department or division head shall then undertake negotiations with the second most qualified firm. Failing accord with the second

most qualified firm, the requesting department or division head shall formally terminate negotiations. The requesting department or division head shall then undertake negotiations with the third most qualified firm.

- (c) Should the requesting department or division head be unable to negotiate a satisfactory contract with any of the selected firms, the requesting department or division head shall select additional firms in order of their competence and ~~qualification~~, qualifications and continue negotiation until an agreement is reached.

I-2-3.13 - Standardization

3.13-1 Where the Purchasing Agent has determined that it is required for the health, safety or welfare of the people or employees of the ~~city~~City, or that ~~significant~~ cost savings have been demonstrated, standardization of supplies, materials or equipment, including information and communication technology products and services, for purchase or to be used in a public works project, shall be considered. The specifications may stipulate a single brand or trade name. Among the factors that may be considered in determining to standardize on a single brand or trade name are that:

- ~~i. (a) — Repair or maintenance costs would be minimized;~~
- ~~(a) (b) — Training of user~~ In order to acquire a specific product(s) for the purpose of conducting a field test or experiment to determine the product's suitability for use by the City.
- ~~(b) When it is required for proper operation or function to match other products with respect to the repair or expansion or completion of a system or program already in use by the City, including, but not limited to, technology purchases required to achieve interoperability with existing hardware, software, systems or programs.~~
- ~~(c) In order to achieve significant cost savings based upon consideration of the following cost factors:~~
 - ~~1. Timeliness and/or quality of installation, repair and maintenance personnel would be simplified; ;~~
 - ~~2. (e) — Quality of user training;~~
 - ~~2.3. Supplies or spare and replacement parts would be readily available; ;~~
 - ~~4. (d) — Modifications to Modification of existing equipment would not, materials or systems;~~
 - ~~5. Future upgrades and updates;~~
 - ~~6. Estimated amount and cost of reasonably foreseeable future purchases of equipment that would be required to be compatible or functional with the product which is the subject of the standardization determination.~~
 - ~~7. Administrative costs.~~

3.13-2 The Purchasing Agent's written decision shall state the facts reviewed in arriving at the decision, the reasons for the decision, the period of time for which it is valid for making purchases and under what conditions it must be reviewed for possible revision. A copy of the Purchasing Agent's decision shall be ~~necessary~~; attached to any report to the City council seeking approval of a purchase under this section.

- ~~(e) — Matching existing supplies, materials or equipment is required for proper operation of a particular piece of equipment or City program.~~

3.13-~~23~~ Available Competition.

When there is more than one (1) source for the standardized supply or service, competitive ~~bidding~~procurement in accordance with Sections I-2-3.~~02 Purchases of Over Five Thousand Dollars (\$5,000) and Less than Twenty Thousand Dollars (\$20,000) and~~06, I-2-3.~~03 Purchases of Twenty Thousand Dollars (\$20,000) or More~~07 and I-2-3.08 is required.

3.13-~~3~~ Approval. ~~The 4 Annual Report.~~

Not later than August 31st annually, the Purchasing Agent shall provide to the City Council ~~has the final authority to approve~~ a list of all standardizations approved during the past fiscal year including the product, manufacturer, and reasons for the standardization of supplies or services based on the recommendation of staff. ~~The standardization shall be valid for no more than ten (10) years, but may be revised sooner if the Purchasing Agent or requesting department can show substantial justification for an earlier revision. (Ord. 23.10 (part), 1/3/06)~~ as authorized in this section.

I-2-3.14 - Local Purchasing Preference

3.14-1 Application of Local Preference.

The provisions of this section and the local preference established pursuant to this section shall be applicable to the following types of purchases or contracts executed in excess of ~~Five~~Ten Thousand Dollars (\$~~5~~10,000) and pursuant to either a formal or an informal bid:

- (a) Purchases or contracts for the purchase of supplies, materials and equipment; and
- (b) Purchases or contracts for ~~nonprofessional~~ services that are not otherwise of the kind contemplated by Section I-2-3.~~12~~11.

3.14-2 Exceptions to the Application of Local Preference.

The provisions of this section and the local preference established pursuant to this section shall not be applicable to the following types of purchases or contracts:

- (a) Purchases or contracts for professional services of the kind contemplated by Section I-2-3.~~12~~11;
- (b) Public works contracts;
- (c) Emergency purchases made pursuant to Section I-2-3.~~10~~03;
- (d) Sole source purchases made by the Purchasing Agent pursuant to Section I-2-3.~~09~~05;
- (e) ~~Piggyback~~Public Agency purchases made by the Purchasing Agent pursuant to Section I-2-3.~~07~~04;
- ~~(f) Cooperative purchases made by the Purchasing Agent pursuant to Section I-2-3.08;~~
- ~~(g)~~ Purchases or contracts where legal constraints on the expenditure of funds prohibit the application of the local preference or those contracts funded by the federal or state government, including federal or state grant funding, when such funding would be jeopardized by application of the local preference.

3.14-3 Reduction of Bid by Eligible Local Provider; Procedure for Applying the Local Preference.

In contracting for ~~equipment, materials~~, supplies or services as specifically set forth in this section, the City shall grant preference to a local provider who submits a bid within ten percent (10%) of the lowest responsible bidder and who is otherwise responsive and responsible to the invitation for bids, which preference shall allow the local provider the opportunity to reduce its bid to an amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than an Eligible Local Provider. In the event an Eligible Local Provider reduces its bid to the amount of the lowest responsible bid, the Eligible Local Provider shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

- (a) The preference and opportunity to reduce the amount of the bid shall be provided first to the lowest Eligible Local Provider and, if not accepted by such Eligible Local Provider within five (5) business days of the opening of the bids, then to each successive Eligible Local Provider who is within ten percent (10%) of the lowest responsible bid, in ascending order of the amount of the bids.
- (b) The local provider shall certify under penalty of perjury, as a part of its bid and in a form and manner as required by the City, that the bidder qualifies as a local provider. The preference established in this section shall be waived if the certification does not appear on the respective bid.

3.14-4 No Exemption from Local Sales Tax.

The application of a local preference as set forth in this section shall not exempt any Eligible Local Provider to which a contract is executed or awarded from having to pay all applicable federal, state or local sales tax.

I-2-3.15 - Recycled Product Procurement

3.15-1 The City of Milpitas is committed to the conservation and protection of state and local resources; therefore, bidders able to supply recycled products and products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. The Purchasing Agent shall purchase recycled products whenever they are available at the same total cost and the fitness and quality are equal to or better than that of ~~nonrecycled~~non-recycled products.

- ~~(a) The City shall require all businesses doing business with the City to certify in writing the minimum, if not exact, percentage of postconsumer materials in the products or supplies offered or sold to the City. All contract provisions impeding the consideration of recycled products shall be deleted in favor of performance standards.~~

~~(b) With respect to printer or duplication cartridges, a certification from the vendor is required to specify that the cartridges are remanufactured and are in compliance with the requirements of Section 12156 (e) of the Public Contract Code.~~

~~(e)(a)~~ The City shall require contractors and consultants to use environmentally preferable products, and use products manufactured with the maximum practicable amount of post-consumer material, whenever cost effective and to the extent practicable.

~~(d) The City shall ensure that they and their contractors use recycled paper in printed material that bears an imprint identifying the recycled content of the paper, whenever practicable.~~

~~(e)(b)~~ The City shall ensure that they and their contractors use both sides of paper sheets whenever practicable.

~~(f)(c)~~ To the extent possible, the recycled product preference cost shall apply to the bids where the City has made multiple awards, so as to maximize the dollar participation of firms offering recycled products.

~~(b)(d) (g) All~~ To the extent possible, all printing contracts made by the City shall specify that the paper used shall meet the recycled content requirement of thirty percent (30%) postconsumer fiber ~~as specified in Section 12209 of the Public Contract Code.~~

~~(h)(e)~~ The City may specify recycled content at levels higher than the minimum content standards.

3.15-2 ~~The~~ Where the use of recycled products is designated, the Purchasing Agent ~~s~~ shall:

(a) Maintain a list of designated recycled products that contain ~~the maximum~~ a practicable amount of recovered material and are consistent with State and Federal guidelines and ~~shall~~ coordinate with all departments to purchase environmentally preferable products whenever practicable.

(b) ~~Grant~~ Where the contract is competitively solicited, grant the supplier of recycled products with a minimum of 10% recycled content in its product(s) a preference of ten percent (10%) based on the bid or price quoted by supplier of recycled products when determining the lowest responsive and responsible ~~bidder~~ or highest ranked bidder depending upon procurement process used.

~~(e)(b)~~ Inform Departments of processes and procedures that are environmentally preferable in order to facilitate their evaluation and use by the Departments whenever practicable.

~~(e)(c)~~ Monitor contracting procedures to ensure that they do not discriminate against recycled products without justification, and that they maximize the specification of designated recycled products whenever practicable.

I-2-3.15 – Testing and Inspection of Samples

3.15-1 The Purchasing Agent may require vendors to provide samples to be tested and inspected as part of the applicable procurement process. The Purchasing Agent shall have the authority to require chemical, physical, or other tests of samples submitted with bids which are necessary to determine quality and conformance to the specifications. In the performance of such tests, the Purchasing Agent shall have the authority to make use of laboratory facilities of any department of the City or any outside laboratory at the bidder's expense.

I-2-3.16 - Brand Names or Equal Specification

~~3.16 1 Purpose and Use. Brand name or equal specifications may be used when the Purchasing Agent determines that:~~

~~(a) No other design or performance specification or qualified products list is available;~~

~~(b) Time does not permit the preparation of another form of purchase description, not including a brand name specification;~~

~~(c) The nature of the product or the nature of the City's requirements makes use of a brand name or equal specification suitable for the procurement; or~~

~~(d) Use of a brand name or equal specification is in the City's best interests.~~

~~3.16 2 Designation of Brand Names.~~

~~(a) Brand name or equal specifications shall state that substantially equivalent products to those designated will be considered for award.~~

~~(b) Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.~~

I-2-3.17 – Waiver of Informalities: Rejection of Bids Responses

Where the Purchasing Agent or City Council are required to make purchases upon competitive ~~bids~~solicitations, said Purchasing Agent or City Council may waive any informalities or minor irregularities related to the procurement process, solicitation documents or responses or may reject any and all ~~bids~~responses (anything herein contained to the contrary notwithstanding) if said Purchasing Agent or City Council deems said rejection to be in the best interests of the City. Said rejection shall be at the sole discretion of the Purchasing Agent or City Council, as the case may be. Upon rejection of ~~bids~~responses, the Purchasing Agent or the City Council, as the case may be, may:

- (1) Give subsequent notice for a new competitive ~~bids~~solicitation;
- (2) Postpone said purchase or disposal definitely or indefinitely; or
- (3) Elect to make the purchase without competitive ~~bids~~solicitation, upon notice (and as if a competitive ~~bids~~solicitation, upon notice, had not been required in the first instance) in accordance with the authority granted by the various subsections of this sSection.

I-2-3.17 – Insurance and Bonds

- (a) The Purchasing Agent is authorized to require vendors to provide insurance and surety bonds for contracts. Where required, the bidder shall submit insurance or surety bonds, or both, acceptable to the City.
- (b) Where required by the Purchasing Agent, all responses to solicitations shall include such bidders' security as is required by the solicitation documents and shall be presented under sealed cover. If the successful bidder fails to execute the contract within the time specified in the notice inviting bids or in the specifications referred to therein, the bidders' security may be declared forfeited by the Purchasing Agent to the City, and any bonds so forfeited may be prosecuted and collected and the amount of the security paid into the general fund. Unsuccessful bidders shall be entitled to return of their bidders' security. The form and amount of such security shall be described in the notice inviting responses or in the specifications referred to therein.
- (c) To secure faithful performance of the contract, the Purchasing Agent is authorized to require security in the form of cash, cashier's check, certified checks, or corporate faithful performance bonds, in such amount as the Purchasing Agent shall deem reasonably necessary to protect the best interests of the City. If the Purchasing Agent requires such security, the form and amount thereof shall be described in the notice inviting responses or in the specifications referred to therein. Unless otherwise required by law or the funding source, the Purchasing Agent need not require such security if the Purchasing Agent does not deem such to be reasonably necessary to protect the best interest of the City, or if the Purchasing Agent believes the interests of the City are best served by not requiring the same.

I-2-3.18 –~~Bonds~~

~~When deemed necessary by the Purchasing Agent or City Attorney, any person entering into a contract with the City may be required to furnish bid, labor and materials, and/or performance bonds for supply or service contracts as required by law or as deemed advisable to protect the City's interests. All bond requirements shall be set forth in the solicitation. Bonds shall not be used as a substitute for a determination of a bidder's responsibility. Said person (and his surety, if a bond is furnished) shall be liable for any damages upon said bidder's failure to faithfully perform the terms of his contract.~~

I-2-3.19 –~~Bid~~ Protest Procedure

~~3.19~~18-1 Any interested party may file a protest to ~~an~~ a proposed award of ~~bid~~a contract in an amount over Five~~Ten~~ Thousand Dollars (\$5~~10~~,000). The protest shall be filed with the Purchasing Agent in writing no later than ~~ten~~(10~~seven~~ 7) calendar days after the posting of the intent to award and shall set forth the basis for the protest and any proposed remedy. ~~The time to file a protest shall commence when the award is posted on the City's website.~~

~~3.19~~ 2 If a protest is filed, the award shall be suspended until the Purchasing Agent determines the validity of the protest, unless the Purchasing Agent determines that the purchase or services of the award must proceed prior to the protest hearing in order to protect the public health, safety and welfare.

~~3.19-3 The Purchasing Agent shall hear~~3.21-2 The Purchasing Agent will review the protest as soon as possible and ~~shall notify interested parties of the date, time and place for the protest hearing. Notice may be provided in writing by fax, email, or mail.~~

~~3.19-4 The Purchasing Agent shall hear such evidence as the Purchasing Agent deems relevant. The protest hearing shall be voice recorded. The decision of the Purchasing Agent shall be made as soon as possible. Notice of the decision shall be provided in any manner that the original notice of hearing may be given.~~will provide a written response to the protestor. The Purchasing Agent's decision on a bid protest for a procurement in an amount ~~lessno more~~ than ~~TwentyFifty~~ Thousand Dollars (\$~~2050~~,000) shall be final.

~~3.19-518-3 For procurements having a value of Twenty~~more than Fifty Thousand Dollars (\$~~2050~~,000) ~~or more, an appeal of the Purchasing Agent's decision may be filed with~~, the City Council.~~All such appeals must be in writing, and shall be filed with the City Clerk within ten (10) calendar days of serving the Purchasing Agent's decision~~will consider the protest and take action thereupon, which action shall be final.

I-2-3.2019 - Public Works Contract Purchasing Procedures

3.2019-1 Definitions.

For the purposes of this Section I-2-3.2019 the following words and phrases shall have the following meanings:

1. Act means the Uniform Public Construction Cost Accounting Act (California Public Contracts Code ~~Section~~section 22000 et seq.).
2. Commission means the California Uniform Construction Cost Accounting Commission.
3. Facility means any plant, building, structure, ground facility, utility system, subject to the limitation of subsection 4 of the definition for public project below, real property, streets and highways, or other public works improvement.
4. Public project has the meaning assigned to it under Public Contract Code ~~Section~~section 22002, as it may be amended from time to time.

3.2019-2 Public Project Contracting Procedures.

The City shall follow the contracting procedures set forth in Article 3 of Act (Public Contract Code ~~Section~~section 22030 et seq.). The City shall procure public projects by force account, negotiated contract, purchase order, informal bidding or formal bidding as required in accordance with the applicable dollar amount limitations under Section 22032 of the Act, as it may be amended from time to time.

3.2019-3 Contractors List.

The Directors of Engineering and Public Works, in coordination with the City's Purchasing Agent, shall compile and maintain a list of qualified contractors identified according to categories of work. This list shall comply with the requirements of Section 22034 of the Act and the criteria promulgated, from time to time, by the Commission.

3.2019-4 Informal Bidding - Notice.

- (a) When a public project is to be performed which qualifies for informal bidding, notice of such project shall be given as follows unless an exception to competitive bidding applies:
 - (1) Mailed notice shall be sent to all contractors on the contractors list for the category of work being bid; and
 - (2) Mailed notice shall be given to all construction trade journals specified by the Commission for the receipt of such notice for Santa Clara County; and
 - (3) Additional notice to other contractors and/or trade journals may, in the discretion of the City, be given.
- (b) If the product or service to be acquired is proprietary in nature such that it can only be obtained from a certain contractor or contractors, notice inviting bids may be sent only to such contractor or contractors.

- (c) All mailing of notices to contractors and construction trade journals shall be completed not less than ten days before bids are due.
- (d) The notice shall describe the project in general terms, how to obtain more detailed information about the project and shall state the time and place for submission of bids.

3.2019-5 Formal Bidding—Notice.

- (a) When a public project is to be performed that requires formal bidding, notice of such project shall be given as follows unless an exception to competitive bidding applies:
 - (1) The notice shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
 - (2) The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the City; or, if there is no newspaper printed and published within the jurisdiction of the City, in a newspaper of general circulation which is circulated within the City.
 - (3) The notice inviting formal bids shall also be mailed to all construction trade journals specified by the Commission for the receipt of such notice for Santa Clara County. The notice shall be mailed at least 15 calendar days before the date of opening the bids.

3.2019-6 Award of Contracts.

The City Manager is authorized to award contracts for public projects ~~consistent with the contract authority under I-4 2.00:~~ of less than or equal to one-hundred thousand dollars.

3.2019-7 Rejection of Bids.

The City Manager or the City Council, as the case may be, may, in the Manager's or Council's discretion, reject all bids and proceed as authorized by the Act.

3.2019-8 Approval of Plans and Designs.

The City Engineer, or designee, is authorized to approve plans and designs, and all amendments and addenda thereto, for performance of a public project of the City.

I-2-3.20 - Authority to Modify Contracts Awarded by City Council

The Purchasing Agent is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Council, any amendment or change order to a supply or service contract previously approved by the Council within the following guidelines:

- (a) To extend the term of the contract, at the recommendation of the Requesting Department, for a period not to exceed twelve (12) consecutive months from the last Council-approved expiration date;
- (b) To make minor revisions to the scope of services or schedule;
- (c) To make clerical corrections; or
- (d) The Purchasing Agent may also approve and sign assignments of contracts previously approved by the City Council when he or she has determined that the proposed assignee has the ability, capacity, experience and skill and is otherwise qualified to perform the contract.

All modifications to contracts, including, but not limited to, changes to the scope of the work, quantity of goods, price or term shall be made in writing and approved by the Requesting Department. Amendments or change orders are permitted only if the modification would not cause the contract to exceed the monetary limits defined below:

<u>Contract Amount</u>	<u>Individual Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
<u>Under \$100,000</u>	<u>10% of Award or \$10,000 whichever is less</u>	<u>15% of Award or \$15,000 whichever is less</u>
<u>Over \$100,000</u>	<u>10% of Award or \$20,000 whichever is less</u>	<u>15% of Award or \$40,000 whichever is less</u>

All contract changes must be reflected on the Purchase Order and/or contract amendment. All other changes outside the parameters defined in this section must be approved by the City Council.

Section 4 - Purchase Orders

~~I-2-4.01 - Purchases Over Five Thousand Dollars (\$5,000) Must Be in Writing~~ No I-2-4.01 – Purchase Order Requirement.

Except as otherwise approved by the Purchasing Agent or pursuant to Section I-2-2.03, no contract award for supplies or services ~~or the disposal of City property where the total expenditure or value is over Five Thousand Dollars (\$5,000)~~ shall be deemed to be an ~~acceptance of any offer or bid unless and until the same is reduced to writing and signed by the Purchasing Agent and dispatched~~ authorization to the vendor or purchaser. ~~It is a violation of the ordinance to divide the purchase of~~ proceed with provision of the supplies or ~~general services or the disposal of City property in an amount over Five Thousand Dollars (\$5,000) into smaller orders for the purpose of evading the~~ until a purchase order requirements of this section is appropriately authorized and issued.

~~I-2-4.02 - Preparation~~ Issuance of Purchase Orders.

Upon ascertaining the price to be paid for supplies or services, the Purchasing Agent shall ~~prepare~~ issue a purchase order. The Purchasing Agent shall forward the original purchase order to the vendor, retaining one (1) copy for his purchase order file. He shall likewise forward one (1) copy of the purchase order to the requesting department to be used as a receiving report.

~~I-2-4.03 - Sufficient Funds Must be Available.~~

No purchase order shall be issued until it has been ascertained that there is to the credit of the requesting department a sufficient unencumbered appropriated balance in excess of all unpaid obligations to defray the amount of such order.

~~I-2-4.04 - Exceptions to Purchase Orders~~

~~Payments for annual maintenance, upgrades or subscriptions for computer hardware and/or software that has already been purchased pursuant to this chapter shall not require a purchase order for the payment to be issued.~~

Section 5 - Receipt of Goods and Services

~~I-2-5.01 - Department Head Responsible for Checking Quality~~ and Contract Management.

Upon receipt by any Department of supplies or services, the Department head or designee, shall be responsible for the making of a careful check of the quality, condition, and quantity of goods received against a copy of the purchase order and the packing list, when applicable, or services rendered as specified in the contract.

~~I-2-5.02 - Department Head Responsible for Checking Invoice.~~

The Department head or designee, upon receipt of a vendor's invoice, shall check the invoice for correctness of quantities, unit prices, price extensions, discounts, transportation, allowances, ~~etc.~~ services rendered, hourly rates etc. When applicable, the Department head or designee shall compare the same with the purchase order and packing list. Approved invoices shall be forwarded to Accounts Payable for payment processing.

Section 6 - Inspections

~~I-2-6.01 - Department Head's Inspection.~~

The Department head or designee shall inspect, or cause to be inspected, all deliveries of supplies or services to determine their conformance to specifications. The Department head or designee shall have the authority to require chemical, physical, or other tests of samples ~~submitted with bids and samples~~ of deliveries which are necessary to determine quality and conformance to the specifications. In the performance of such tests, the Department head or designee shall have the authority to make use of laboratory facilities of any department of the City or any outside laboratory at the vendor's expense.

Section 7 - ~~Storing of Materials~~

~~I-2-7.01—Storerooms and Warehouses~~

~~The Purchasing Agent shall control and supervise the Purchasing warehouses of the City of Milpitas. The Purchasing Agent shall be responsible and accountable for all supplies in his or her custody and shall maintain a suitable inventory record thereof. (Ord. 23.10 (part), 1/3/06)~~

~~Section 8—Disposal of City Property~~

~~I-2-87.01 - Disposal of Property with an Estimated Value of Five Thousand Dollars (\$5,000) or Less.~~

Except as otherwise provided by State law or City ordinance, the Purchasing Agent or designee shall be empowered to dispose of property of the City, including abandoned property, which cannot be used by any department of the City, at public or private sale or by renting or destroying the same, (all with or without notice, competitive bid or necessity of posting bid bonds, at the Purchasing ~~Agent's~~Agent or designee's discretion, and upon such terms as he or she deems best) provided any single item of property involved does not exceed Five Thousand Dollars (\$5,000) in estimated current market value.

~~I-2-87.02 — Deposit.~~

The Purchasing Agent or designee may, in his or her discretion, require that a deposit in the amount of the bid or any fraction thereof accompany each bid upon the disposal of City property.

~~I-2-87.03 - Disposal of Property with an Estimated Value of More Than Five Thousand Dollars \$5,000.~~

In the event that the estimated value of any single item of property exceeds Five Thousand Dollars (\$5,000) in current market value, the City Council may, upon notice, empower the Purchasing Agent to dispose of it (in accordance with the same terms and conditions and subject to the same discretion and limitations as if it were estimated at Five Thousand Dollars (\$5,000) or less in value). Alternatively, the City Council may elect to sell, rent or destroy the same in accordance with whatever provisions, terms and conditions the City Council may elect.

~~I-2-87.04 - Retired K-9 Units and Firearms.~~

~~Council finds that retired police dogs of the Police Department's K-9 unit have no value to the City of Milpitas and are a financial liability and detriment. Accordingly, said police dogs may be returned to the original supplier, the animal's handler or former handler without compensation. This subsection constitutes an exception to this Section.~~

Notwithstanding the other provisions of this Chapter, the City Manager or designee is authorized to determine the disposition of:

(a) police service dogs including:

- (1) sale or donation of the police service dog to the assigned police officer when the officer leaves the canine unit or if the police service dog can no longer perform its required duties;
- (2) the original supplier; or
- (3) any other method that best serves the interests of the City; and

(b) surplus firearms including:

- (1) sale or donation to a law enforcement agency;
- (2) sale to an authorized firearms retailer;
- (3) sale or donation to an active or retired sworn member of the police department consistent with the Memorandum of Understanding between the City and the Milpitas Police Officers Association; or
- (4) destruction if no safe alternative is available.

Section ~~98~~ – Claims

~~I-2-98.01 - Filing of Claims.~~

Claims for loss, damage, breakage, shortage or otherwise, claims for refund, claims for adjustment, and claims for insurance or other indemnity shall be made promptly by the Purchasing Agent.

Section ~~109~~ - Ethics in Public Purchasing

I-2-~~109~~.01 - Ethics in Public Purchasing.

Every employee participating in the procurement, management, storage, and use of supplies or services purchased by the City for its benefit shall adhere to the following principles:

- (1) ~~___~~ — City employees shall not obligate the City, financially or otherwise, by any means, including, but not limited to, purchase orders and contracts, when the employee has a personal, material, financial, or other interest in the obligation.
- (2) ~~___~~ — City employees shall not accept any form of gratuities.
- (3) ~~___~~ — City employees may not accept discounts, reward points, sales, reduced prices, or other benefits offered for personal purchases by suppliers because of employee's relationship with the City.
- (4) ~~___~~ — City employees shall be personally liable for any unauthorized procurements.

Section ~~110~~ - Severability

I-2-~~110~~.01 ~~—~~ Severability.

If any provisions of this ~~C~~chapter or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this ~~C~~chapter that can be given effect without the invalid provisions or application, and to this end, the provisions of this ~~C~~chapter are declared to be severable.

Section ~~1211~~ - Exclusions from Chapter

I-2-~~1211~~.01 - Exclusions from Chapter.

The provisions of this Chapter shall not apply to items that typically cannot be bid or that the City Council has chosen to exclude from bidding. The following list is exemplary of these types of items and/or services, but is not intended to be all inclusive.

~~12.01-1 To public projects (separately governed by the provisions of the California Public Contract Code);~~

~~12.01-2~~11.01-1 To franchises governed by the provisions of the California Public Utilities Code or other statute of the State of California;

~~1211.01-3~~2 Where State or Federal law requires a different procedure;

~~1211.01-4~~3 To franchises, rights, privileges, licenses and permits granted by the City of Milpitas (including, but not limited to, franchises, rights and privileges granted for refuse disposal under Title V, Chapter 200 of the Milpitas Municipal Code and the Cable Franchise under Title III, Chapter 22 of the Milpitas Municipal Code;

~~1211.01-4~~ To the purchase of insurance;

11.01-5 To the purchase of ~~insurance~~art;

~~1211.01-6~~ To the ~~purchase of art~~;

~~12.01-7~~ ~~To the~~ leasing, purchase or sale of land or any interest therein;

~~1211.01-8~~7 To the hiring of or contracting for personnel (whether as temporary, seasonal or permanent employees, agents or independent contractors);

~~1211.01-9~~8 To the purchase of utilities, including, but not limited to telephone service, gas, electricity or water;

~~1211.01-10~~9 To the purchase of securities for the City's investment portfolio subject to the City's investment policy.

~~1211.01-1110~~ To the payments of debt service and bond indebtedness; arbitrage compliance; refunds of deposits; payments and/or pass through of collections on behalf of other governmental agencies; budget approved memberships and dues; authorized Community Development Block Grants (CDBG); memorandum of understanding obligations; budget approved contributions to not-for-profit organizations; United States Postal Service postage; City Council approved ~~recreation grants~~grant programs; employee travel expenses.

SECTION 4. EFFECTIVE DATE AND POSTING

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Discuss and provide direction to staff on negotiating a citywide Project Labor Agreement and/or adopt a resolution committing to negotiate and execute a Project Labor Agreement per project
Category:	Leadership and Support Services
Meeting Date:	11/10/2020
Staff Contact:	Christopher J. Diaz, 408-586-3040 Steve McHarris, 408-586-3059
<u>Recommendation:</u>	Discuss and provide direction to staff on negotiating a citywide Project Labor Agreement with the Building and Construction Trades Council and/or consider adopting a resolution committing to negotiate and execute a Project Labor Agreement per project.

Background:

At the August 4, 2020 City Council meeting, the City Council directed the City Attorney to return to Council with more information on a Project Labor Agreement or Community Workforce Agreement. Specifically, the City Attorney was asked to come back with more information on where such an agreement would work, either on one project or for a list of potential projects, as determined by staff. The City Attorney was to develop a draft agreement and begin negotiations with construction labor organizations.

A project labor agreement ("PLA") ensures that City projects covered by the PLA are performed by union-represented workers. A PLA requires that all contractors performing work typically within the jurisdiction of the trade unions on the covered projects, whether they are normally signatories to a collective bargaining agreement or not, submit to union representation, at least for the duration of the PLA projects.

Analysis:

As a general matter, a PLA is an agreement entered prior to the beginning of a project or group of construction projects that (1) necessitates worker representation by labor unions determined per trade on the covered projects and (2) sets forth basic terms and conditions of employment by relevant contractors. PLAs typically require workers membership in certain trade unions, at least for the time relevant to the project. Therefore, by requiring adherence to various union collective bargaining agreements, PLAs also specify wages, fringe benefits, and overtime pay, as well as working conditions and work rules for the workers employed on the relevant construction project(s). A PLA may also include no-strike and no lock out provisions and procedures for resolving disputes. These agreements also sometimes include local hiring goals and targets for hiring disadvantaged demographic groups and those traditionally underrepresented in the construction industry.

California Public Contract Code section 2500, *et seq.*, governs a public entity's use of PLAs. A public entity may only utilize such an agreement if it includes all of the taxpayer protection provisions set forth in Section 2500(a). A public agency enters into a PLA with local labor unions before seeking bids from contractors. While both union and non-union contractors may bid on projects governed by a PLA, all workers covered by the PLA are dispatched through local union hiring halls and subject to the various requirements of the collective bargaining agreements associated with those various trade unions.

Pursuant to Public Contract Code section 2500, the PLA must include, at a minimum, all of the following:

- Prohibition on discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.
- Permission for all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements (i.e., whether they are union or non-union).
- Agreed-upon protocol concerning drug testing for workers who will be employed on the project.
- Guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project
- Requirement that disputes arising from the PLA shall be resolved by a neutral arbitrator.

A PLA may cover one project, a particular classification of projects or all projects in the City's discretion. The City Council must adopt the PLA by majority vote and must also act by majority vote in each instance it wishes to allocate funding for any project covered by the PLA. (Pub. Contract Code, § 2501.)

Benchmarking Analysis

Staff reached out to other cities, counties, and school districts with current PLAs or CWAs and gathered information about agreement terms, eligible projects, administrative and construction costs, construction bids, and availability of labor. Detailed information is included in Attachment C.

1. Term of Agreement – Although this varied across jurisdictions, several cities and districts had 3 year terms, some had 5 year terms and only one entity that has a ten-year term with a five-year off-ramp. Some agreements were specific to projects and thus lasted through the completion of each specific project.
2. Eligible projects – All agreements included exclusions for certain types of projects. Several agreements have a dollar threshold of \$1 million for eligible projects, the County of Santa Clara has a threshold of \$2 million, while San Jose and certain projects in the County of Alameda have a dollar threshold of \$3 million.
3. Costs – Almost all jurisdictions indicated that they have incurred additional administrative costs. These ranged from 3%-15% of the project construction costs. The County of Alameda has a consultant contract of \$1.2 million for 3 years while the City of Anaheim has two on-call consultants with administrative costs being about 2%-3% of the engineer's estimate for each project. Some jurisdictions use in-house staff however, they were unable to quantify the additional costs. There was no specific information about any changes to the construction costs.
4. Construction bids – Most entities did not notice a significant impact in the number of bids; however, some did note that the smaller construction firms were not submitting bids.
5. Labor- In tight labor markets the availability of labor through union halls was noted as a common issue. With regards to meeting goals of local labor, many jurisdictions were unable to meet their goals, however the City of Anaheim has been able to meet and exceed their 35% local hire goal.

Stakeholder Outreach

Staff has been working with the Executive Director of the Santa Clara and San Benito Building and Construction Trades Council on the draft agreement. The Executive Director had provided the City with their preferred template agreement. Staff has made some revisions to the template agreement and is seeking Council feedback on the agreement terms. The Executive Director has asked expressed concerns about three key areas – term of agreement, dollar threshold of eligible projects, and project exclusions. Although staff understand the concerns from the Executive Director, since this is the City's first citywide PLA, staff recommendations are based on input from other agencies with experience in implementing PLAs, the City's prior experience in implementing a PLA for the Library project, as well as on the analysis of the types of projects in the City's CIP and existing staff capacity and expertise.

Staff has shared the draft PLA with the developer and construction community; however, additional outreach is envisioned to occur after preliminary feedback from the Council.

Key Terms of draft PLA

Staff is seeking input from the City Council on the draft PLA. The draft PLA is intended to be an agreement between the City of Milpitas and the Santa Clara and San Benito Building and Construction Trades Councils

(Building Trades Council) and its affiliated Unions. The purpose of this Agreement is to promote the efficiency of construction operations through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement

Term of agreement

Staff is proposing an Agreement term of three years. Council approval will be required to continue the agreement after the three-year term.

Eligible Projects

Eligible projects include all projects for which the City sends out the initial solicitation of a bid or proposal after the effective date of the Agreement, and that meets all three of the following requirements:

1. It is a public works project (subject to certain exemptions) for construction awarded by the City,
2. It is paid for in whole or in part out of City funds, and
3. The City's engineer's estimate of the total cost of the Construction Contract(s) to construct it exceeds three million dollars.

In determining the \$3 million threshold, the City will consider all Construction Contracts required to complete an integrated construction project and will include design costs for a design-build Construction Contract but will not include costs covered by design consultants or other technical consultants.

Each year on the anniversary date of the day this Agreement became effective, the parties will adjust up or down the \$3 million threshold based on the Consumer Price Index for All Urban Consumers — U.S. city average. The adjusted threshold amount will apply to Construction Contracts in which the City solicits bids or proposals after the effective date of the adjusted amount.

This Agreement does not apply to the following:

1. Any Project in which a federal, state, or other public entity with jurisdiction over, or with authority to approve, all or some portion of the Project prohibits the use of project labor agreements on the Project.
2. Renovation, assessment, repair, and rehabilitation projects and programs such as projects for street resurfacing and re-striping; bridge and soundwall repair and renovation; curb, gutter, & sidewalk repair program; park renovations; building repairs; water meter replacement program; hydrant replacement program; sewer pump station rehabilitation program; and sanitary sewer assessment program.
3. Work required to complete emergency repairs such as water, storm, and sanitary sewer pipeline brakes.
4. On-call contracts for various repairs and minor projects.

Based on an evaluation of recently completed, current, and upcoming capital projects, the City anticipates that approximately 39 projects in the City's Capital Improvement Program (CIP) will be subject to the proposed PLA. It is important to note that not all of these projects are currently fully funded.

Pre-Job Conferences

The City's Project Manager shall convene and conduct, at a location and time mutually agreeable to the Building Trades Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues, at least fourteen (14) calendar days prior to the commencement of any Project work, and the commencement of Project work on any subsequently awarded Construction Contract. The pre-job conference shall include but not be limited to the following subjects: a listing of each Contractor's scope of work; the craft assignments; the estimated number of craft workers required to perform the work; transportation arrangements; the estimated start and completion dates of the work; and discussion of pre-fabricated materials.

Referral

Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to the PLA.

a. Core Workers

Core Workers are defined as a worker who the Contractor proposes to use for Project work who the Contractor has employed for at least ninety (90) out of the one hundred and twenty (120) working days prior to award of a construction contract and meets the minimum experience and licensure requirements to do the work in question. Core Workers will be dispatched in the following manner: The first one (1) worker will be referred from the applicable Union hiring hall out-of-work list, then one (1) Core Worker shall be selected and referred from the hiring hall, followed by one (1) worker from the hiring hall out-of-work list, and this process shall repeat until such Contractor/Employer's requirements are met or until such Contractor/Employer has hired five (5) such Core Workers for that trade or craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. In the event the Contractor/Employer reduces the workforce, such reduction will take place in the reverse order starting with a Core Worker and in the same ratios as was applied in hiring. In addition, at the request of the Building Trades Council or Union, Contractor/Employer shall submit a Core Worker list to the requesting party and shall provide payroll records evidencing the worker's qualifications as a Core Worker.

b. Local Area Preference

The Agreement strives to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty percent (20%) of all hours worked on the Project will be worked by residents of the Local Area, defined as the City of Milpitas. However, if a Contractor/Employer does not have a sufficient number of City of Milpitas residents to satisfy the goal, the Contractor/Employer may count residents of Santa Clara County toward the goal. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons to fulfill the referral requirements of the Contractor(s)/Employer(s). To the extent allowed by law, and consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

Apprenticeships

Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured. In order to increase apprenticeship opportunities for traditionally underrepresented and targeted workers, the parties shall comply with the Targeted Hire Addendum (Addendum B) in the Agreement.

Compliance

It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement.

Dispute Resolution

All disputes involving the application or interpretation of the proposed Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be subject to resolution by the grievance arbitration procedures set forth in Article XIII of the Agreement.

All jurisdictional disputes on this Project between or among the Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

Joint Administrative Committee

In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Building Trades Council shall establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least semi-annually, to assess the implementation of this Agreement, review the progress of the Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the Joint Administrative Committee

Next Steps

Based on Council input and direction, staff will negotiate Agreement with the Building Trades Council and bring back to Council for approval.

Policy Alternative:

Alternative: Adopt a Resolution committing the City to negotiate and enter into PLAs for specific future projects, as outlined in the draft Resolution.

Pros: Enables the City to focus staff time and effort towards a limited number of large projects that would benefit from PLAs. This policy alternative could also result in a higher number of competitive bids and lower construction costs for projects not subject to PLAs.

Cons: Does not align with prior Council direction.

Reason not recommended: Does not align with prior Council direction, but Council could provide new direction through adoption of a resolution.

Fiscal Impact:

At this time, although staff anticipates the need for additional resources and staff training to implement and enforce the PLA as well as potential additional construction and project administration costs to account for the additional time, consultants, and effort required from contractors, staff is unable to accurately determine the potential fiscal impacts of this policy at this time. If Council provides direction to move forward with the policy, staff will need to evaluate the impact of the policy on staff and/or consultant costs, number of competitive bids, and construction costs and return to Council with the information.

California Environmental Quality Act:

This action(s), and any potential adoption of a resolution, is not a project subject to the California Environmental Quality Act (CEQA) as it can be seen with certainty that the project does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is more akin to a administrative activity of the government intended to working conditions on public projects in the City pursuant to CEQA Guideline 15378.

Recommendation:

Discuss and provide direction to staff on negotiating a citywide Project Labor Agreement with the Building and Construction Trades Council or consider adopting a resolution committing to negotiate and execute a Project Labor Agreement per project.

Attachments:

Draft Agreement

Draft Resolution

Benchmarking Data

PROJECT LABOR AGREEMENT FOR THE CITY OF MILPITAS

INTRODUCTION/FINDINGS

This Project Labor Agreement is entered into this ____ day of _____, 20____, by and between the City of Milpitas (hereinafter the “City”), together with its contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (hereinafter the “Contractor(s)/ Employer(s)”), and the Santa Clara & San Benito Counties Building and Construction Trades Council (hereinafter the “Council”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the “Union(s)”).

WHEREAS, the City's purpose in entering this Agreement is to efficiently procure public works contracts awarded by the City where the City engineer's estimate of the total cost of the contract to construct the project exceeds \$3 million, as adjusted for inflation;

WHEREAS, this Agreement applies only to those qualifying public works contracts in which the initial bid or proposal solicitation occurs during the term of the Agreement;

WHEREAS, the purpose of this Agreement is to promote the efficiency of construction operations through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, the City's applicable ordinances, and all state, local and federal laws; and

WHEREAS, the City has the right to select the lowest responsive and responsible bidder for the award of public works contracts to which this Agreement is applicable; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES
HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

1.1 "Agreement" means this City-wide Project Labor Agreement .

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Milpitas, California and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon

final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 “Construction Contract” means a public works contract awarded by the City for the construction of the Project, as defined in Section 1.9. It includes design-build contracts, lease-leaseback contracts or other contracts for construction work on a Project. Construction Contracts do not include design, engineering, or other design related professional services agreements separately entered into by the City.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 “Core Worker” means a worker who the Contractor proposes to use for Project Work pursuant to Section 8.5 below, who has been employed by the Contractor for at least ninety (90) out of the one hundred and twenty (120) working days prior to award of a Construction Contract and meets the minimum experience and licensure requirements described in Section 8.5(a)-(c).

1.8 “Council” means the Santa Clara & San Benito Counties Building and Construction Trades Council.

1.9 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.10 “Project” means a project for which the City sends out the initial solicitation of a bid or proposal after the effective date of the Agreement, and that meets all three of the following requirements: (1) it is a public works project for construction awarded by the City (subject to section (c) below), (2) it is paid for in whole or in part out of City funds, and (3) the City's engineer's estimate of the total cost of the Construction Contract(s) to construct it exceeds three million dollars (\$3,000,000).

- (a) In determining the three million-dollar (\$3,000,000) threshold, the City will consider all Construction Contracts required to complete an integrated construction project and will include design costs for a design-build Construction Contract.
- (b) Each year on the anniversary date of the day this Agreement became effective, the parties will adjust up or down the three million-dollar (\$3,000,000) threshold based on the Consumer Price Index for All Urban Consumers — U.S. city average. The adjusted threshold amount will apply to Construction Contracts in which the City solicits bids or proposals after the effective date of the adjusted amount.

- (c) The City and the Building Trades Council may mutually agree in writing to add additional projects to be covered by this Agreement. The term Project applies to all projects as defined in this section, whether used in the singular or plural herein.

1.11 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.12 “Rehabilitation Work” means rehabilitation projects and programs undertaken by the City to maintain and update existing public improvements, such as projects for street resurfacing program; bridge rehabilitation; street pavement re-striping; Americans with Disabilities (ADA) transition program; soundwall & barrier repair and renovation program; curb, gutter, & sidewalk repair program; park renovation and rehabilitation programs sports field and sports court rehabilitation and renovation programs; building repairs, replacement, renovation, and rehabilitation projects; water meter replacement program; hydrant replacement program; sewer pump station rehabilitation program; sanitary sewer assessment program

1.13 “Union” or “Unions” means the Santa Clara & San Benito Counties Building and Construction Trades Council and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing work under a Construction Contract on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Building Trades Council, and its affiliated Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers all construction work, not including design phase work, performed under the Project Construction Contract(s), without limitation, all site preparation, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project Construction Contract(s), including, without limitation to the following examples, landscaping and temporary HVAC, exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement covers work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established solely for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.2 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all Project related construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records in accordance with applicable law, within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by applicable law.

2.4.2 This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the City that are not included in the Project and/or excluded from this Agreement by this section, including Rehabilitation Work as defined in Section 1.11 above.

2.4.3 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman, unless covered by a Master Agreement.

2.4.4 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.5 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.6 The City is not limited or restricted on the choice of material or the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The City has the right to purchase material and equipment from any source, and craft persons covered by this Agreement will handle and install such material and equipment.

2.4.7 This Agreement does not apply to work performed by employees of a manufacturer or vendor that is necessary to maintain such manufacturer's or vendor's warranty or guaranty provided that if the work can be performed by craft workers covered by this Agreement without voiding or limiting such warranty or guaranty, such work will be performed by such qualified craft workers. All such work shall be identified and discussed at the Pre-Job Conferences as provided in Article V of this Agreement.

2.4.8 This Agreement shall not apply to any start-up, calibration, commissioning, testing, integration, repair, maintenance, and operational revisions to systems and/or subsystems, unless such work is covered by a Master Agreement and is done pursuant to the Construction Contract.

2.4.9 This Agreement shall not apply to any emergency work which requires the City to enter into any contract to address an emergency or Act of God endangering public health or safety.

2.4.10 This Agreement does not apply to any Project in which a federal, state, or other public entity with jurisdiction over, or with authority to approve, all or some portion of the Project prohibits the use of project labor agreements on the Project.

2.4.11 This Agreement does not apply to any Project funded in whole or in part by a federal, state or local grant if a condition of that grant prohibits the use of project labor agreements.

2.5 Award/Administration of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of a Construction Contract under this Agreement in accordance with applicable law. The City shall at all times maintain the sole right to administer all such contracts, including, terminating and/or suspending any bid, contract, and/or Project if the City determines such contract action is appropriate. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. The City shall provide a copy of all such invitations to bid to the Building Trades Council at the time of issuance.

2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites;

and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of any Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this Section.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Building Trades Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other City facility because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Building Trades Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Building Trades Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Building Trades Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Building Trades Council shall mutually agree to a replacement.

ARTICLE V

PRE-JOB CONFERENCES

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Building Trades Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Building Trades Council and City may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 **Joint Administrative Committee:** In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Building Trades Council shall establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the Building Trades Council. The Joint Administrative Committee shall meet on a periodic basis during the term of construction, at least semi-annually, to assess the implementation of this Agreement, review the progress of the Projects,

and facilitate harmonious relations between the parties. Both the City and the Building Trades Council shall have the right to call a meeting of the Joint Administrative Committee.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII

UNION SECURITY

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractors/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before eight (8) days of consecutive or cumulative employment on the Project. Membership shall be satisfied by the tendering of periodic dues and fees that are uniformly required, to the extent allowed by law.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII

REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty percent (20%) of all hours worked on the Project will be worked by residents of the Local Area, defined as the City of Milpitas. However, if a Contractor/Employer does not have a sufficient number of City of Milpitas residents to satisfy the goal, the Contractor/Employer may count residents of Santa Clara County toward the goal. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons to fulfill the referral requirements of the Contractor(s)/Employer(s). To the extent allowed by law, and consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

8.5 Core Workers. A Contractor may request by name, and the Union shall honor, referral of Core Workers who have applied to the Union for Project Work and who demonstrate to the Union dispatcher and provide satisfactory proof (with a copy of such proof provided to the Project Manager) that the worker meets all the following qualifications:

- (a) Appearance on the Contractor/Employer's active payroll for at least the last ninety (90) out of the one hundred and twenty (120) working days prior to award of a Construction Contract;
- (b) Possession of all licenses and certifications required by applicable state and federal law for the Project Work; and
- (c) Has worked at least two thousand (2,000) hours in the appropriate construction craft during the past two years.

8.5.1 The following procedure shall apply for dispatch of Core Workers: The first one (1) worker will be referred from the applicable Union hiring hall out-of-work list, then one (1) Core Worker shall be selected and referred from the hiring hall, followed by one (1) worker from the hiring hall out-of-work list, and this process shall repeat until such Contractor/Employer's requirements are met or until such Contractor/Employer has hired five (5) such Core Workers for that trade or craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. In the event the Contractor/Employer reduces the workforce, such reduction will take place in the reverse order starting with a Core Worker and in the same ratios as was applied in hiring. In addition, at the request of the Building Trades Council or Union, Contractor/Employer shall submit a Core Worker list to the requesting party and shall provide payroll records evidencing the worker's qualifications as a Core Worker.

8.5.2 This provision applies only to employers not currently working under a current Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures and appropriate fringe benefit fund coverage, all Contractor(s)/Employer(s) shall require their Core Workers to register with the appropriate Union hiring hall prior to the first day of employment on the Project and to comply with Union security on or before the eighth [8th] day of consecutive or cumulative employment on the Project.

8.5.3 Prior to each Contractor performing any Project Work, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Building Trades Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement and also include any City holidays established by the City.

ARTICLE X

APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.4 In order to increase apprenticeship opportunities for traditionally underrepresented and targeted workers, the parties shall comply with the Targeted Hire Addendum attached hereto as **Addendum B**.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City shall ensure that all required state prevailing wage requirements as well as those of this Agreement are incorporated into and enforced through the City's bid and contract documents.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or Building Trades Council on its own behalf, or on behalf of an employee whom it represents, or a

Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or Building Trades Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Building Trades Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Building Trades Council shall mutually agree to a replacement.

ARTICLE XIV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Building Trades Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV **MANAGEMENT RIGHTS**

15.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX **TERM**

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

18.3 This Agreement shall become effective on the day it is executed by the City and the Building Trades Council. Prior to each three (3) year anniversary of the effective date of this Agreement, the City and the Building Trades Council shall meet to discuss proposed changes, if any, to the Agreement. Upon mutual written agreement, and subject to the approval of the City Council, the Agreement may be amended to for an additional three (3) years.

ARTICLE XVII **MISCELLANEOUS PROVISIONS**

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first herein above written.

CITY OF MILPITAS

By: _____

Name/Title: _____

Date: _____

SANTA CLARA & SAN BENITO COUNTIES
BUILDING AND CONSTRUCTION TRADES
COUNCIL

By: _____

Date: _____

Name/Title: _____

DRAFT

[UNION SIGNATURES]

DRAFT

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: City of Milpitas Project Labor Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the City of Milpitas Project Labor Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B

TARGETED HIRE ADDENDUM

Purpose. The Parties to the City of Milpitas Project Labor Agreement (“Agreement”) recognize the need to increase training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs, and to develop a pipeline to ensure the continued availability of skilled, qualified, and readily available construction workers for future construction projects.

Additionally, the Santa Clara and San Benito Counties Building and Construction Trades Council (“Council”) is signatory, with other parties, to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding (“MOU”), which established a pre-apprenticeship program in Santa Clara County that serves as a pipeline into the construction trades for youth and job-seekers.

Additionally, in order to increase construction career opportunities for individuals presently underrepresented in the building trades, the Parties to the Agreement agree to exert their best efforts to recruit, refer, and employ Targeted Workers as apprentices, and to cooperate with the Community Workforce Coordinator to maximize the employment of Targeted Workers on projects covered by the Agreement (“Covered Projects”).

The Parties to the Agreement therefore enter into this Targeted Hire Agreement to participate in the community workforce pipeline as set forth in the MOU, in furtherance of the above-stated purpose.

I. Definitions.

All capitalized terms not defined in this Targeted Hire Agreement are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified career training and placement program or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by a Building Trades Council-approved community-based organization, a Building Trades Council affiliate, the Building Trades Council itself, the California State Building & Construction Trades Council, or North America’s Building Trades Unions (“NABTU”).

Community Workforce Coordinator. Community Workforce Coordinator means the Santa Clara County Trades Orientation Program, or another entity as determined by mutual written agreement between the Building Trades Council and the City. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted Workers who are available for work and their current contact information, and will provide this list to any of the Parties upon request.

Participating Contractor. Participating Contractor means a contractor of any tier that performs \$250,000.00 or more of Covered Work (as that term is defined in Section 2.3 of the Agreement) on a Covered Project. A Participating Contractor is subject to the

Workforce Goal set forth in Section II below. If a contractor performs less than \$250,000 of Covered Work on a Covered Project, that contractor is not subject to the Workforce Goal, but may nonetheless participate voluntarily in the Workforce Goal.

Targeted Worker. Targeted Worker means an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Covered Project, has at least one of the following barriers to employment:

- Veteran of the U.S. military;
- Currently receiving public assistance;
- Emancipated from the foster care system;
- Participating in a re-entry program or formerly incarcerated;
- Homeless, recently housed (within the past twelve months), or at risk of losing their housing;
- Continuously unemployed for the previous one year;
- Has family or household income below the current HUD threshold for Low Income Households in Santa Clara County;
- A survivor of labor trafficking; or
- An At-Risk Youth.

At-Risk Youth means a person between 18 and 24 years old that is either: 1) disconnected from school and/or work; 2) currently or formerly justice engaged; 3) in the foster care system; 4) pregnant/parenting; or 5) homeless.

II. Workforce Goal. The Parties have a goal of employing Targeted Worker(s) as Apprentices on all Covered Projects to the maximum extent allowable under applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, for at least twenty-five percent (25%) of each Participating Contractor's apprentice hours on a Covered Project. In meeting this goal, priority shall be given to the employment of First Year Apprentices, subject to the needs of the Project.

- a) Nothing herein requires a Participating Contractor either to hire a particular individual or to retain a particular individual in employment. Any individual referred to a Covered Contractor shall be hired and employed at the Participating Contractor's discretion.
- b) A Participating Contractor will receive credit toward the Workforce Goal for hours performed by a Targeted Worker assigned to work on a Covered Project or on another jobsite at the employer's discretion, provided the worker is assigned to the same job classification that would apply to the Targeted Worker on a Covered Project.
- c) Participating Contractors shall properly supervise and pay all apprentices in accordance with the Master Agreements.

- d) Participating Contractors will provide, upon request, certified payroll records and/or records of hours worked by Targeted Workers to the General Contractor (or equivalent), the City, the Building Trades Council, the Unions, or the Community Workforce Coordinator.
- e) Participating Contractors will retain documentation sufficient to demonstrate that they requested a sufficient number of Targeted Worker apprentices to satisfy the Workforce Goal.
- f) **Community Workforce Coordinator Obligations.** The Community Workforce Coordinator will, upon request, refer the names of qualified, available, and willing Targeted Workers to the City, the Building Trades Council, the Unions and Participating Contractors. The Community Workforce Coordinator will also work with City to facilitate outreach events.
- g) **Union Obligations.** To the maximum extent allowable, consistent with the applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, the Unions shall:
- Refer Targeted Workers as apprentices to Participating Contractors;
 - Cooperate with the City and community-based organizations designated by mutual agreement of the City and the Building Trades Council in conducting outreach to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable;
 - Cooperate with the Community Workforce Coordinator and Participating Contractors in order to satisfy the requirements of this Targeted Hire Agreement; and
 - Facilitate, encourage, and assist Targeted Worker apprentices in their progress and success in joint labor/management apprenticeship programs.
- h) **City Obligations.** The City shall have a designated person or persons responsible for liaising with the Community Workforce Coordinator and conducting at least the following activities, to maximize the employment of Targeted Workers on Covered Projects:
- Notify the Community Workforce Coordinator on a quarterly basis of upcoming Covered Projects;
 - Communicate with the Community Workforce Coordinator regarding Covered Project work schedules, delays, major changes in scope, or other updates affecting labor demand in order to facilitate timely referral of Targeted Workers;
 - Host or coordinate outreach events with Participating Contractors or prospective contractors on Covered Projects;
 - Monitor compliance with this Targeted Hire Agreement via reporting requirements in its Construction Contracts.

III. Satisfying Workforce Goal. A Participating Contractor meets its obligations under this Targeted Hire Agreement by complying with both of the following:

- (a) Prior to commencing work on the Covered Project, submitting a Targeted Hiring Form to the Community Workforce Coordinator and the Santa Clara & San Benito Counties Building and Construction Trades Council;
- (b) Making best efforts to employ Targeted Workers on all Covered Projects for a least twenty-five percent (25%) of apprentice hours (or equivalent work on another jobsite, provided the apprentice is assigned to the same job classification the apprentice would have been assigned to on the Covered Project). Best faith efforts shall include, at a minimum:
 - 1) Requesting a list of available and qualified Targeted Workers from the Community Workforce Coordinator prior to hiring for Covered Project work;
 - 2) Sponsoring a Targeted Worker into a Union apprenticeship program and employing that Targeted Worker on a Covered Project, if sponsorship is available; or
 - 3) Requesting that the applicable Union(s) provide qualified and available Targeted Workers for employment consideration in a number sufficient to meet the Workforce Goal under Section II.

IV. Consequences of Non-Compliance. The Joint Administrative Committee (“JAC”) established by the Agreement shall consider allegations of non-compliance with this Targeted Hire Agreement. If there is a determination by the JAC that a Party failed to meet its obligations hereunder, the issue will be referred to the grievance procedure as provided in Article 13 of the Agreement. At any time during the process of compliance review, the JAC shall have the authority to reach a resolution with the Participating Contractor.

V. Reporting. The Building Trades Council and Community Workforce Coordinator shall report to the City on an annual basis regarding the goals of this Targeted Hire Agreement. Such reports will be discussed and approved at JAC meetings before provision to the City. Participating Contractors agree to provide information upon request to the Building Trades Council, the Community Workforce Coordinator, or the City, as needed to assess the effectiveness of this Targeted Hire Agreement.

The City and the Building Trades Council may request to meet and confer regarding additional or revised terms and/or procedures in order to improve the employment of Targeted Worker apprentices on Covered Projects.

Nothing in this Targeted Hire Agreement is intended to conflict with or supersede the reporting requirements imposed by the City on its contractors.

VI. Implementation. The JAC shall help monitor and implement this Targeted Hire Agreement.

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DRAFT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS COMMITTING TO NEGOTIATE
AND EXECUTE A PROJECT LABOR AGREEMENT PER PUBLIC PROJECT FOR SPECIFIED PROJECTS**

WHEREAS, at the August 4, 2020 City Council meeting, the City Council directed staff to return with a draft Project Labor Agreement or Community Workforce Agreement; and

WHEREAS, a project labor agreement (“PLA”) ensures that City projects covered by the PLA are performed by union-represented workers; and

WHEREAS, a PLA requires that all contractors performing work typically within the jurisdiction of the trade unions on the covered projects, whether they are normally signatories to a collective bargaining agreement or not, submit to union representation, at least for the duration of the PLA projects; and

WHEREAS, although staff has been working on drafting and negotiating a citywide PLA, the City Council may in addition to, or in the alternative, seek to express its commitment to ensuring that a PLA is negotiated and executed per public project for specified projects as discussed in this Resolution; and

WHEREAS, the commitment expressed by the City Council in this resolution shall only control in the event a citywide PLA is abandoned or cannot be successfully negotiated and executed.

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 expresses its commitment to ensuring that a PLA is negotiated and executed per public project for specified projects to be discussed and decided upon annually by the City Council at the time the budget is reviewed and discussed prior to adoption.
3. The City Council hereby directs staff to provide a list of all upcoming public projects to be bid for the financial year at the time the budget is reviewed and discussed prior to adoption so that the City Council and staff can determine which public projects shall be subject to a PLA.

PASSED AND ADOPTED this ____ day of _____, 2020, 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 Alameda	County of Alameda	City of Anaheim	City of Berkeley	City of Hayward	City of San Leandro	San Leandro Unified School District	City of San Jose	County of Santa Clara
1. Term of the Agreement	3 years between the trades and the city. Each contractor entering the PSA is bound for the duration of the project.	10 years with a 5 year off-ramp. At the 5 year mark, either party (County or Trades) may choose to renegotiate a new agreement.	Adopted last Dec., 5 year Term	The previous Community Workforce Agreement (CWA) which is our PLA, had a two year term and went from July 1, 2018 to June 30, 2020. During COVID and due to my predecessor and the PW Director retiring in June of 2020, we are a bit delayed in renewing the agreement, but it is scheduled to go to our Council in Dec. and we are proposing a three year extension through June 30, 2023. The Alameda County Building trades Council is in agreement with the term extension.	For our library project, it has been the term of the construction contract. For our other general projects, it has been three years.	3 years with an additional 3 year extension.	3 years	5 year term	Initial term of five years including a provision for automatic rollover of the Agreement if neither party requests to change the Agreement at the end of the five-year term.
2. Project Thresholds: Cost value of projects under PLA	\$1M for construction contracts	Ours is a countywide agreement, across multiple agencies. Our Project Stabilization/Community Benefits Agreement (PS/CBA) covers projects \$1M+, with the exception of projects lead by the Public Works Agency (PWA) whose projects are covered for all trades at the \$3M+ threshold and projects \$1M+ are covered for Trucking (Teamsters) ONLY.	\$1M	\$500,000	Any project over \$1M	Community Workforce Agreement (CWA) applies to City construction projects whose value meets or exceeds \$1,000,000.	The way we arranged this agreement is by project. We listed our major projects as subject to the PLA. Not by threshold. Our past one here had a threshold of \$500K. In my previous district it was 1M.	Applies to public works projects with engineer estimates of \$3M or more.	Projects with an engineer's estimate of \$2 million or more.
3. Project Cost Implications: Increased bid prices? Staff costs?	Hard to measure, as we include the PSA requirements in the bid documents for projects expected to meet the \$1 million threshold, so only contractors that will agree to be bound to the agreement will bid.	Project costs implications: Hard to ascertain with market fluctuations. Our sense is that project costs, particularly for PWA (most of their prime contractors are signatory), have not been significantly impacted. Staff costs: There are additional costs for staff time to implement the agreement. Alameda County has not done a full analysis on this.	Not seeing a bid increase at this time, but project costs are 2.5% to 3% higher due to cost of consultant assistance required to manage the many requirements of the PLA.	Unknown	Typically we anticipate increases of 5% minimum. City had hired a Sr. Management Analyst to help with coordination. He left for outside opportunities and hasn't been rehired yet. There are some early project coordination efforts and follow up quarterly meetings if other labor issues arise.	Yes, there has been a slight project cost implication with the main portion being staff time to monitor compliance. (Regarding bid prices) this is difficult to judge. It is possible that non-union bidders may not be bidding on our projects and we may have less competition and subsequently higher costs.	There is about a 15% increase in cost associated with our past PLA. There is a lot more paperwork. There are some associated staff costs as there will be more meetings to attend and track.		We have no evidence of bid price increases and no staff costs.
4. Reduction in number of contractors bidding since PLA?	The City of Alameda has longstanding relationships with contractors who bid on our major recurring projects, such as street resurfacing and sewer rehabilitation; these have continued after the PSA was approved.	Not that we can see. We are concerned about small and diverse subcontractor participation, and have built in a tool to assess the impacts on these contractors at the 3 year mark. At that time, parties will meet and confer to make any mutually agreed upon adjustments.	Not seeing a lack of bidders on projects since PLA adoption, however the PLA does have restrictions on how many of the contractors in house staff can be used on a project, which requires the contractor to obtain labor from Union Halls.	Unknown	This is hard to prove, but we believe so. For a private development RFP, it has affected the number of developers willing to respond.	There is the potential that we may have less bidders. We suspect that we have less bidders for our street slurry seal projects.	There certainly was when we were bidding out our modular buildings. Only two contractors could comply with the PLA.		We don't think there has been a significant change but have not analyzed the data.
5. Labor shortage problems?	I have heard anecdotal evidence of problems finding local labor, especially apprentices and specialty subcontractors. Many contractors for major projects already employ union labor.	This may have been the case during full employment, but Alameda is experiencing upwards of 14% unemployment right now, so we don't see this as a problem.	Contractors are restricted in using the number internals staff	Maybe at times, but is also common for contractors to have their own employee pool and these people would join the local craft union for the duration that they are working on the project.	Yes, there has been no special benefit to our contractors to hire out of local union halls.	In general there is difficulty finding City local labor at the Union Hall; however, there is sufficient labor within the County.	Yes, there has been a labor shortage in the past few years.		Not as of yet, and actually the Santa Clara and San Benito Counties Building and Construction Trades Council (SBTC) has facilitated our general contractors with introductions to union subs.
6. Does PLA establish local hiring goals and have they been met?	Local workforce development requirements are on pages 17-18 (goal of up to 25% by trade). I do not have data on the actual percentages overall.	Yes and yes.		Yes, the local hire goal is 20% Berkeley residents for each craft based on the total number of hours that each craft works.	Yes, there are goals. Those goals are not often met.	Yes, however, the local hiring goals have never been met.	Not in the past PLA.	Provision for employers not currently working under a Master Agreement to hire five core workers. Includes a Targeted Hire Agreement	No
7. Who manages requirements of PLA? Agency staff or consultant? If consultant, can they share costs?	Agency staff manage the requirements, mostly ensuring that the PSA is included in the bid documents for projects that meet the threshold, and that the selected contractor signs the agreement to be bound. At that point, the contractor is responsible for meeting the requirements. Agency staff also meet about once per quarter to review upcoming projects.	Both (agency staff and consultant manage the PLA requirements). Consultant cost sharing: Current is \$1.2M for 3 years of service. This includes PS/CBA coordination, as well as labor compliance services.	Consultant is used to help manage the PLA projects, consultant cost is 2.5-3% of the project engineers estimate. The PLA requires a large amount of paperwork and other tasks to be completed ahead of the project start of work. Coordinating the preconstruction conferences has been time consuming and the consultant has helped in this area. The amount of work required additional city staff, and the consultants also assist with required labor compliance items.	Community Development Project Coordinator administers the CWA as part of his role administering Berkeley Labor Standards and Employee programs.	Agency staff	Kurly Foley of our staff manages the requirements of the PLA in conjunction with our Project Managers.	This has been done in house with the aid of our Construction Management Team.		The SBTC Compliance manager meets with the construction contractor and our project management team at the beginning of the project. SBTC also offers training to the team. The Targeted Hiring Agreement portion of the PLA is supported by Louise Auerhahn - Community Workforce Coordinator for Working Partnerships USA
8. Covered work?	Section 2.3 Covered work: "Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement painting or repair of buildings, structures and other works, and related activities for the Project, including geotechnical and exploratory drilling, temporary HVAC, and landscaping and temporary fencing that is within the craft jurisdiction of one of the Union(s) and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all on-site soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published."	Section 3.6 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Covered Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Covered Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Covered Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement covers work done for the Covered Project in temporary yards, dedicated sites, or areas adjacent to the Covered Project, and at any on-site or off-site batch plant constructed to supply materials to the Covered Project.	Section 2.4 Applicability: This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.		Section 2.3.1 "This Agreement covers without limitation, all construction Projects with a construction cost estimate of more than one million dollars (\$1,000,000). For these Projects, the Agreement covers all Contractor performed on-site site preparation, on-site surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture that is covered by the State of California Prevailing Wage determinations. On-site work includes work done for the Project in temporary yards, dedicated sites or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. The scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by City employees.	All on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other related activities for the projects that is within the craft jurisdictions of one of the signatory unions and that is part of the projects, including, pipelines, site preparations, survey work, and demolition.	Design/build and design/bid public works projects are covered;	Covers without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and installation of modular furniture. On-site work includes work done for the Project in temporary yards, dedicated sites or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. The scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after completion unless it is performed by County employees.	
	Section 2.4.2: This agreement covers all on-site fabrication work over which the City, Contractor/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication work necessary for the Project defined herein, that is covered by a current MUA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.	Section 3.9 This Agreement covers all on-site fabrication work over the County or Contractors possess the right of control (including work done for Covered Projects in any temporary yard or area established for a Covered Project). Additionally, any offsite work, including fabrication, necessary for Covered Projects defined herein, that is lawfully covered by a current MUA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement.			Section 2.3.2 except "This Agreement covers all on-site fabrication work over which the City or Contractor(s) possesses the right of control (including work done for the Project in any temporary yard or area established for the Project(s). Additionally, it is agreed hereby that off-site work, including fabrication work necessary for the projects defined herein that is covered by a provision of a current Master Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the Effective Date of this Agreement shall be considered covered work under this Agreement.				
		Section 3.19.3 Excerpt "All electrical utility, voice-data-voice and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides the access to the building via a conduit or series of conduits shall be Covered Work.							

8. Work not covered?	Not covered: Any private development project, furnishing of supplies, equipment or materials which are stockpiled for later use, public work contracts by the City which are not included in the project, no contractor/employee(s) non-construction craft employees, work performed on or near leading to the Site of work, off-site maintenance of leased equipment and on-site supervision of such work.	Not covered: factory built modular construction, operation of equipment and machinery owned or controlled by the County and its subcontractors and not directly related to construction of Covered Projects, all employees of any Contractor or any other consultant of the County not performing Covered Work, any work performed on or near or leading to or on the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the County or its contractors, in each case for work that is not Covered Work, work performed by public or private utilities, off-site maintenance of leased equipment and on-site supervision of such work, non-construction support services contracted by the County or any Contractors in connection with Covered Projects, all work by employees of the County, all warranty functions/work, corrective work, repair and maintenance work on purchase equipment performed by manufacturers' representatives or vendors after Acceptance of any Covered Projects by the County pursuant to a contract for Covered Work on a Covered Project, All Post-Disaster and Emergency Work and work privately contracted by owners of property that the County is leasing.	Excludes specialty utility work, high voltage work, or work requiring special contractor licenses. It also excludes commissioning, inspection, and maintenance work where use of manufacturer personnel is required so as not to void equipment warranties.		Not covered: public works contracts, any work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county or other governmental bodies or their contractors, or by public or private utilities or their contractors, or by the City or its contractors for work not part of the scope of the Projects, off-site maintenance of leased equipment or the on-site supervision of such work.	Agreement does not apply to projects for which there is a prohibition, exclusion or other limitation imposed because of a grant requirement, funding source agreement, or other agreement that creates a risk to the City of any repayment or return to source of any funds received.			Furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, city or other governmental bodies or their contractors; or by public or private utilities or their contractors. Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.
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CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 65.150 Regarding Responsible Construction
Category:	Leadership and Support Services
Meeting Date:	11/17/2020
Staff Contacts:	Christopher J. Diaz, City Attorney 408-586-3040 Steve McHarris, City Manager 408-586-3059
Recommendation:	Following the reading of the title by the City Attorney, move to waive the first reading beyond the title and introduce Ordinance No. 65.150, adding Chapter 32 (Responsible Construction) to Title III of the Milpitas Municipal Code.

Background:

At the August 4, 2020, City Council meeting, the City Council unanimously agreed to direct staff to return with a draft Responsible Construction Ordinance as requested by Mayor Rich Tran and Councilmember Anthony Phan. In general, the draft Responsible Construction Ordinance would impose certain provisions requiring private developers receiving financial assistance from the City involved in construction, alteration, and/or demolition work within the City, valued in excess of \$500,000, to file disclosure forms with the City confirming their contractors and subcontractors have no unpaid wage theft or other judgments or outstanding violations.

Analysis:

The Responsible Construction Ordinance would impose on any "Covered Party," as defined in the Ordinance to include any private developer or building permit holder receiving financial assistance from the City (with the exception of any owner working on their own residence), the requirement that it ensure that any contractor or subcontractor performing work in excess of \$500,000 on a "Major Construction Project," as defined in the Ordinance, disclose:

- any wage theft violations in the five years prior;
- any citations or penalties imposed by the U.S. Department of Labor, the California Department of Industrial Relations, the California Labor Commissioner's Office, or the California Division of Occupational Safety and Health in the five years prior;
- any cause findings by the California Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission for the laws enforced by those agencies during the five years prior;
- any liability for failing to maintain worker's compensation insurance, or any fraudulent activity related to worker's compensation insurance, in the five years prior;
- any liability for retaliating or discriminating against a worker for making a complaint about a violation of laws enforced by the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Fair Employment and Housing, or the U.S. Equal Employment Opportunity Commission during the five years prior;
- any liability for failing to pay any payroll taxes during the five years prior;
- any liability for violating any laws relating to human trafficking during the five years prior;
- whether the contractor or subcontractor has been found by the Contractors State License Board to have performed covered work without a contractor's license or to have performed work without the appropriate license for the classification of work during the five years prior;

- whether any judgments, decisions, determinations, orders, or citations have been issued against the contractor or subcontractor by a court of law, an administrative agency authorized to enforce applicable federal, state and local labor standards laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the City of Milpitas minimum wage ordinance or prevailing wage requirements, an arbitrator, or an arbitration panel that a) require the payment of money by the contractor or subcontractor, b) have not been fully satisfied, and c) are no longer subject to appeal; and
- whether enforcement of any unsatisfied judgments, decisions, determinations, orders, or citations issued against the contractor or subcontractor have been stayed by court order or operation of law.

In addition to the disclosure requirements detailed above, a “Covered Party” and its contractors are also required to provide access to the project site, project records, and the workers to ensure compliance with the Ordinance.

In order to enforce the Ordinance, it imposes a fine of up to \$1,000 for each violation. The City could also enforce the Ordinance through the existing Administrative Citation provisions in the City’s Municipal Code. Finally, the City has the right to require the Covered Party to re-pay any City financial assistance provided if they are found to have an unsatisfied judgment.

It is important to note that staff is currently not trained in investigating potential complaints of non-compliance and the disclosure requirements outlined in the ordinance nor is staff time dedicated to handle potential complaints. It would require extensive resources to learn and understand the body of work related to the Ordinance. Therefore, prior to adoption of the Ordinance, staff had intended to contract with the City of San Jose for responding to complaints of non-compliance, which may require funding. The City of San Jose Office of Equality Assurance has over 20 years of experience with various construction-related wage compliance issues. However, at this time San Jose has not adopted a similar ordinance nor does it have an anticipated date of adoption so staff will need to explore other contractual options for enforcement. Staff has also not conducted robust outreach on this ordinance. Thus, staff is recommending bringing back additional information related to enforcement program and costs and community outreach, prior to ordinance adoption.

Policy Alternatives:

Alternative 1: The City Council could choose not to introduce the Ordinance.

Pros: The City will not need to develop an enforcement program and incur associated costs for enforcement.

Cons: If the City Council does not introduce the Ordinance, the Responsible Construction Ordinance provisions will not become law in Milpitas in the future.

Reason not recommended: The City Council directed that the Ordinance return at a future City Council meeting, and staff is bringing this Ordinance forward per the City Council’s request.

Alternative 2: Do not require additional information about enforcement and outreach efforts prior to adoption of the Ordinance.

Pros: The City will be able to move forward on this Ordinance in an expeditious manner.

Cons: The enforcement program and associated costs have not been determined. The City has also not engaged in stakeholder outreach.

Reason not recommended: Staff still needs to explore enforcement options, determine associated costs as well as conduct stakeholder outreach which may inform the Ordinance as currently written and prompt additional staff recommendations for effective enforcement of the Ordinance upon adoption.

Fiscal Impact:

Introduction and adoption of the Ordinance in itself would not lead to any financial impact; however, enforcement of the Ordinance would lead to a financial impact on the City in terms of staff time or other costs if the City opts to delegate enforcement to a neighboring agency pursuant to a contractual arrangement.

California Environmental Quality Act:

The introduction and adoption of this Ordinance is not a project subject to the California Environmental Quality Act (CEQA) as it can be seen with certainty that the project does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and is more akin to a administrative activity of the government intended to ensure wage laws are followed in the City pursuant to CEQA Guideline 15378.

Recommendation:

Following the reading of the title by the City Attorney, move to waive the first reading beyond the title and introduce Ordinance No. 65.150 adding Chapter 32 (Responsible Construction) to Title III of the Milpitas Municipal Code.

Attachment:

Ordinance No. 65.150 for introduction

REGULAR

NUMBER: 65.150

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADDING CHAPTER 32 (RESPONSIBLE CONSTRUCTION) TO TITLE III OF THE MILPITAS MUNICIPAL CODE

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of _____, 2020, upon motion by _____ and was adopted (second reading) by the City Council at its meeting of _____, upon motion by _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

RECITALS AND FINDINGS:

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of Milpitas may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council of the City of Milpitas desires to adopt certain provisions requiring certain types of private developers receiving financial assistance from the City and involved in construction, alteration, and/or demolition work within the City, valued in excess of \$500,000, to file disclosure forms with the City confirming their contractors and subcontractors have no unpaid judgments or outstanding violations; and

WHEREAS, the City Council finds that such provisions shall serve the best interests of the citizens of Milpitas by requiring that any work being performed on certain private construction projects in the City be made by responsible construction contractors; and

WHEREAS, this Ordinance is intended to combat wage theft and protect vulnerable worker populations in the City by establishing safeguards for responsible construction practices.

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 ADDING A NEW CHAPTER 32 TO TITLE III

Title III of the Milpitas Municipal Code is hereby amended by adding a new Chapter 32, “Responsible Construction,” to read as follows:

Chapter 32 - RESPONSIBLE CONSTRUCTION

III-32-1.00 - Title

This Chapter shall be known as the “Responsible Construction Ordinance.”

III-32-2.00 - Authority

This Chapter is adopted pursuant to the powers vested in the City of Milpitas under the laws and Constitution of the State of California, including, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution.

III-32-3.00 - Definitions

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

- (a) “Building permit holder” means a person or entity that has obtained a building permit from the City to undertake a major construction project that has been granted any Financial Assistance. A building permit holder does not include an owner self-performing work on the owner’s residence.
- (b) “City” means the City of Milpitas, California or any agency designated by the City to administer the terms of this Chapter.
- (c) “Covered party” means a developer or building permit holder as defined in this Chapter.

- (d) “Developer” means an entity or person who owns or controls a major construction project that has been granted any Financial Assistance. Developer does not include an owner undertaking work on the owner’s residence.
- (e) “Final judgment” means a judgment, decision, determination, order, or citation, for which there is no pending appeal and the time for filing an appeal has passed, that was issued by:
 - (1) a court of law, an administrative agency authorized to enforce applicable federal, state and local labor standards laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the City of Milpitas minimum wage ordinance, and prevailing wage requirements, or
 - (2) an arbitrator, or an arbitration panel.
- (f) “Financial Assistance” means any financial incentive or investment provided by the City or a City-controlled entity or political subdivision to facilitate or support a major construction project, including:
 - (1) Taxes, fees, costs, rents, insurance or bond premiums, loans, interest rates, inclusionary housing obligations, inclusionary housing in-lieu fees, or other obligations that would normally be required, that are paid, reduced, charged at less than fair market value, waived, rebated, granted an exception to, or forgiven by the City, as well as any other City tax or fee break programs available to new developments or to a particular sub-category of developments, unless required by state law.
 - (2) The payment of money or the equivalent of money for the design, development, construction, financing or any other component related to development of the project, including, but not limited to, infrastructure costs, preconstruction costs, demolition costs, construction costs, financing costs, equipment costs, design costs, environmental review costs, and environmental mitigation costs; and
 - (3) Any loan or loan guarantee.
- (g) “Major construction project” means a project that will involve construction, alteration, and/or demolition work in excess of \$500,000 within the City.

III-32-4.00 - Bidding and Contracting Requirements

(a) A covered party shall require, in all solicitations or invitations for bids to perform work on a major construction project that has been granted or will be granted Financial Assistance, and prior to awarding any contract to perform work on a major construction project that has been granted or will be granted Financial Assistance, that every contractor and subcontractor performing work on the project in excess of \$50,000 complete and return to the covered party the disclosure form required by this Chapter.

(b) A covered party shall disqualify a contractor or subcontractor from entering into a contract to perform work, and from performing such work for a covered party, if the required disclosure form has not been submitted, if the disclosure form is materially false or incomplete, or if the disclosure form reports that the contractor or subcontractor has an unsatisfied final judgment. Nothing in this Chapter shall preclude a covered party from disqualifying the contractor or subcontractor for additional reasons.

(c) A covered party shall file a copy of the completed disclosure form required by this Chapter with the City prior to the contractor or subcontractor performing work on the project.

(d) A contractor or subcontractor performing work for a covered party for which a disclosure form is required must complete the disclosure form prior to entering into a contract to perform the work.

(e) Upon notification from the City to a covered party that a contractor or subcontractor performing work for a covered party for which a disclosure form is required has not completed a disclosure form, or has submitted a

disclosure form that is incomplete, the covered party shall remove the contractor or subcontractor from the project within 48 hours and bar the contractor or subcontractor from performing further work on the project until such time the contractor submits a complete disclosure form.

(f) Upon notification from the City to a covered party that a contractor or subcontractor performing work for a covered party for which a disclosure form is required has submitted a disclosure form that is materially false, or has submitted a disclosure form that reports an unsatisfied final judgment, the covered party shall remove the contractor or subcontractor from the project within 48 hours and bar the contractor or subcontractor from performing further work on the project.

III-32-5.00 - Disclosure Form

(a) The disclosure form required by this Chapter shall be completed by each contractor and subcontractor, as specified in Section III-32-4.00(a), on a form provided by the City. The completed disclosure form shall be verified by a representative of the contractor or subcontractor under penalty of perjury.

(b) In the disclosure form, the contractor or subcontractor shall confirm the following facts regarding its past performance and work history and its current qualifications:

- (1) Name, address, and telephone number
- (2) Responsible managing officer
- (3) Contractor state license number
- (4) Name and location of the project
- (5) Project owner or developer
- (6) Party who retained the contractor or subcontractor to perform work on the project
- (7) Approximate date the contractor or subcontractor is scheduled to commence work on the project
- (8) Whether the contractor or subcontractor has been found liable by any court or administrative agency for failing to pay wages or benefits to an employee or for violating any wage and hour provisions of the California Labor Code or the Fair Labor Standards Act during the five years prior to completion of the disclosure form.
- (9) Whether the contractor or subcontractor has been subject to any citations or penalties imposed by the U.S. Department of Labor, the California Department of Industrial Relations, the California Labor Commissioner's Office, or the California Division of Occupational Safety and Health during the five years prior to completion of the disclosure form.
- (10) Whether the contractor or subcontractor has been subject to any cause findings by the California Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission for the laws enforced by those agencies during the five years prior to completion of the disclosure form.
- (11) Whether the contractor or subcontractor has been found liable for failing to maintain worker's compensation insurance or for engaging in fraudulent activity related to worker's compensation insurance during the five years prior to completion of the disclosure form.
- (12) Whether the contractor or subcontractor has been found liable by any court or administrative agency for retaliating or discriminating against a worker for making a complaint about a violation of laws enforced by the U.S. Department of Labor, the California Department of Industrial Relations, the California Department of Fair Employment and Housing, or the U.S. Equal

Employment Opportunity Commission during the five years prior to completion of the disclosure form.

- (13) Whether the contractor or subcontractor has been found liable by any court or administrative agency for failing to pay any payroll taxes during the five years prior to completion of the disclosure form.
- (14) Whether the contractor or subcontractor has been found liable, admitted guilt, or been found guilty by any court or administrative agency for violating any laws relating to human trafficking during the five years prior to completion of the disclosure form.
- (15) Whether the contractor or subcontractor has been found by the Contractors State License Board to have performed covered work without a contractor's license or to have performed work without the appropriate license for the classification of work during the five years prior to completion of the disclosure form.
- (16) Whether any judgments, decisions, determinations, orders, or citations, that a) require the payment of money by the contractor or subcontractor, b) have not been fully satisfied, and c) are no longer subject to appeal, have been issued against the contractor or subcontractor by:
 - (1) a court of law, an administrative agency authorized to enforce applicable federal, state and local labor standards laws, including but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, the City of Milpitas minimum wage ordinance, and prevailing wage requirements, or
 - (2) an arbitrator, or an arbitration panel.
- (17) Whether enforcement of any unsatisfied judgments, decisions, determinations, orders, or citations issued against the contractor or subcontractor have been stayed by court order or operation of law.

III-32-6.00 - Access Requirements

- (a) A covered party shall provide investigators for the City with access to the project jobsite upon request, and with the right to inspect payroll records and interview workers upon request, for the purpose of verifying compliance with any labor standards laws applicable to workers on the project.
- (b) A covered party shall require its contractors and subcontractors to provide investigators for the City with access to the project jobsite upon request, and with the right to inspect payroll records and interview workers upon request, for the purpose of verifying compliance with any labor standards laws applicable to workers on the project.
- (c) A contractor or subcontractor performing work on a project subject to this Chapter shall provide investigators for the City with access to the project jobsite upon request, and with the right to inspect payroll records and interview workers upon request, for the purpose of verifying compliance with any labor standards laws applicable to workers on the project.
- (d) The City may contract with a non-profit organization to conduct investigations on behalf of the City for purposes of this Chapter and such investigators shall be provided with jobsite access and the right to inspect payroll records and interview workers upon request, for the purpose of verifying compliance with any labor standards laws applicable to workers on the project.
- (e) Upon notification from the City to a covered party that a contractor or subcontractor refuses to provide the City with jobsite access and the right to inspect payroll records and interview workers that are required by this Chapter, the covered party shall remove the contractor or subcontractor from the project within 48 hours and bar the contractor or subcontractor from performing further work on the project.

III-32-7.00 - Retaliation Prohibited

No covered party, or contractor or subcontractor performing work for a covered party, shall discriminate or retaliate against any person or entity for cooperating with an investigation under this Chapter or for making a complaint concerning an alleged violation of this Chapter.

III-32-8.00 - Guarantee Against Wage Theft

(a) A covered party shall be jointly responsible for satisfying any final judgment issued against a contractor or subcontractor on its project to the extent it awards wages, benefits, penalties, interest, and attorneys' fees to a worker on account of the worker's performance of work on the project.

(b) Upon notice from the City of an unsatisfied final judgment, the covered party shall provide the City, within 30 days of the City's notice, with proof that the final judgment has been satisfied. If the covered party fails to provide such proof, the City may, in addition to pursuing any other remedies, and after first consulting with the City Attorney's Office, suspend or revoke any building permit issued to the covered party, pursuant to, and in compliance with, Section II-1-8.05 of the Milpitas Municipal Code.

(c) A covered party whose building permit has been suspended or revoked due to failure to satisfy a final judgment may request an appeal pursuant to the provisions of Section 5 of Chapter 20 of Title I (Standard Procedures) of the Milpitas Municipal Code.

III-32-9.00 - Enforcement

(a) A covered party, or contractor or subcontractor performing work for a covered party, shall be subject to a civil fine payable to the City of up to \$1,000 for each violation of this Chapter.

(b) Any person injured by a violation of this Chapter may bring a civil action against a covered party, or contractor or subcontractor performing work for a covered party, for damages in any court of competent jurisdiction.

(c) Any person who contends that a contractor or subcontractor is performing work for a covered party for which a disclosure form is required by this Chapter and that no such disclosure form was filed with the City may file a complaint with the City supported by evidence to show the violation. The City shall promptly provide a copy of the complaint to the contractor or subcontractor and to the covered party and request a response within seven days. Unless the contractor or subcontractor provides a completed disclosure form within seven days, or establishes to the satisfaction of the City that no violation occurred, the City shall give notice to the covered party that the contractor or subcontractor must be removed from the project within 48 hours and barred from performing further work on the project.

(d) Any person who contends that a contractor or subcontractor performing work for a covered party for which a disclosure form is required by this Chapter has provided a disclosure form that is materially false or incomplete may file a complaint with the City supported by evidence to show the violation. The City shall promptly provide a copy of the complaint to the contractor or subcontractor and to the covered party and request a response within seven days. Unless the contractor or subcontractor establishes to the satisfaction of the City that no violation occurred, the City shall give notice to the covered party that the contractor or subcontractor must be removed from the project within 48 hours and barred from performing further work on the project.

(f) If a covered party is found to have an unsatisfied final judgment, then in addition to any other penalties, the City may require the covered party to repay the full amount of the Financial Assistance provided for that project, including but not limited to the full amount of any tax and fees that were reduced, suspended, or waived as part of an economic incentive program. Any such repayments shall be deposited in the fund which was the source of the incentive, or in the case of tax and fee breaks, in the fund to which the tax or fee would have been directed.

SECTION 3. 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 4. 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.

MEMORANDUM

City Manager's Office



DATE: September 9, 2020

TO: Mayor and Council

THROUGH: Steve McHarris, City Manager *Steve McHarris*

FROM: Ashwini Kantak, Assistant City Manager *Ashwini Kantak*

SUBJECT: **2020 Census Update**

This Information Memorandum is in response to a request initiated by Councilmember Dominguez and supported by the full Council at the September 1, 2020 Council meeting. It is intended to provide an update of 2020 Census outreach activities and several factors that impact overall participation including COVID-19 and the recent California Wildfires.

BACKGROUND

The 2020 Census goal is to count everyone once, only once, and in the right place. Each decade the Census takes a count of America's population. Census data provides vital information that helps determine political representation in every State and allocation of more than \$675 billion in federal funding that support creating jobs, providing housing, preparing for emergencies and building schools, roads and hospitals. The 2020 Census is considered to be the most accessible survey in census history. For the very first time, an internet self-response option makes it easier for anyone, anywhere to respond at any time.

The 2020 Census has been confronted with a number of setbacks that could lead to a significant undercount, which can translate to Congressional underrepresentation and reapportionment of California dollars. These challenges include increased government distrust with attempts to include a citizenship question, general concerns about data privacy and confidentiality, inadequate language accessibility, Presidential order to exclude undocumented immigrants in the apportionment process, limited federal budget for advertising and outreach, and the impact of COVID-19 and California Wildfires that threaten overall participation.

SIGNIFICANT IMPACT OF COVID-19 ON REACHING THE HARD-TO-COUNT

Due to the statewide shelter-in-place order, Census Bureau operations as well as state, county and local government outreach initiatives have been suspended because of restrictions on public gatherings. Most previously developed strategies to reach the hard-to-count were in-person meetings and events including access to public library computers to complete the form. Unfortunately, changes in tactics have greatly impacted effective outreach to historically undercounted and low-response groups such as individuals experiencing homelessness, immigrant populations and in-language dependent households, renters, students and children under the age of five.

CENSUS OUTREACH EFFORTS

City staff has conducted and will continue to implement and support the following activities through the remainder of the Census operation.

- Inclusion of information resources on the City Website;
- Inclusion of messaging around Census takers who will start knocking on doors for the month of September on the City Website and social media platforms;
- Partnership with the County of Santa Clara Complete Count Committee on Non-response Follow-Up outreach;
- Collaboration with United Way of the Bay Area and Homebase to help enumerate people experiencing homelessness (especially first-time homeless due to COVID-19 and California Wildfires);
- Outreach activities during scheduled food distribution City events.

UPDATED CENSUS DEADLINE

During the second quarter of 2020, the Census Bureau shared plans to extend the Census deadline to October 31 from July 31 to address operational delays brought forth by COVID-19. However, the Bureau provided an update regarding the end to all of its counting efforts on September 30, a month sooner than previously announced. This includes critical door-knocking efforts and response collection online, phone and mail. The latest move is part of the Bureau's efforts to accelerate the completion of data collection and apportionment counts by the statutory deadline of December 31, 2020, as required by law.

NON-RESPONSE FOLLOW-UP (NRFU)

Census takers have started visiting homes that have not responded to the Census on August 11. All Census takers are required to wear masks, regardless of state and local guidelines. They will knock on doors and immediately step back six feet to create appropriate space between themselves and the respondents. Census takers will be given additional masks to provide residents should they need one, as well as a hand sanitizer. They will be using an app to collect information, which means they will no longer pass paperwork back and forth with respondents.

CENSUS TIMELINE

Noted below are the schedule modifications across the various Census operational phases.

Activity	Original Schedule	Updated Schedule
Self-Response Phase	March 12 – July 31	March 12 – September 30
Mobile Census Questionnaire	March 30 – July 31	Started in July
Non-Response Follow-Up (NRFU): In-person enumeration by Census taker.	May 13 – July 31	August 11 – September 30
Service-Based Enumeration & Homeless/Displaced Count	March 30 – April 1	September 22 - 24
Deliver Apportionment Count to the President	December 31, 2020	December 31, 2020*
Deliver Redistricting Count to States	April 1, 2021	April 1, 2021*

*Pending Census Bureau confirmation

PUBLIC INFORMATION

The City will continue to share information on its [2020 Census webpage](#), which has been created to provide accurate reports on Census operations. Additionally, regular public updates will be provided through the City's social media accounts on Facebook, Twitter, and Nextdoor.

MEMORANDUM

Office of the City Manager



DATE: September 10, 2020

TO: Mayor and Council

THROUGH: Steve McHarris, City Manager *Steve McHarris*

FROM: Ashwini Kantak, Assistant City Manager *Ashwini Kantak*

SUBJECT: City Council Sponsored Events

This Information Memorandum is in response to a request initiated by Councilmember Dominguez and supported by the full Council at the September 1, 2020 Council meeting, to agendize a discussion about City Council sponsored events at the September 15 Council meeting.

Background:

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 needed to be brought forward for Council consideration to enable use of City facilities by individual Councilmembers.

A draft policy for Council sponsored events (a policy for City Council training was also part of the same agenda item) and related draft Facility Use Manual update were both brought forward for Council consideration on August 20, 2019. Both items were deferred multiple times and were finally discussed at the November 19, 2019 City Council meeting. Although no formal action was taken by Council, staff was directed to bring back both items at a later date. The discussion related to use of facilities by the City Council, the subsequent Facility Use Manual update to capture those uses, as well as the policy on City Council sponsored events has not occurred to date.

Analysis:

The draft Council policy for events, presented to Council in late 2019, was intended to establish 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 were to support the City Council's priorities and not be related to campaigning or any other political advocacy efforts and shall generally serve a public purpose.

The Approved Fiscal Year 2020-2021 Budget includes funding in the amount of \$25,000 for the City Council (\$5,000 for each member of the 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 information about Council donations and fee waivers, when this item was brought forward for Council discussion in 2019, staff had recommended 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 draft policy outlined general conditions as described below:

Any events hosted or sponsored by an individual Councilmember were intended to be for a wide-reaching public purpose serving the Milpitas community at-large, and supporting the priorities of the full Council. Events were to be open to the public and to any other Councilmembers who may wish to attend. Councilmember hosted events were not to be related to a campaign event. To ensure the integrity of the events, the draft policy stated that no hosted events would take place six months preceding a municipal election.

The draft policy provided guidance about type of staff support and number of staff hours. The draft policy also described the responsibilities of the City Councilmembers and the City Manager and outlines the procedures for reimbursement of expenses.

Key items that were noted for Council consideration and input included:

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 facilities
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

As noted earlier, Council did not take action on the draft policy or the Facility Use Manual update but provided input on the item and asked staff to return at a future date.

Links to the prior Agenda Report, draft policy, and meeting minutes are included below for reference.

Links to documents:

[November 19, 2019 Agenda Report and Draft Policies](#)

[November 19, 2019 Agenda Report and Draft Facility Manual](#)

[November 19, 2019 Council Meeting Minutes, Pages 6-8](#)



MEMORANDUM

Date: 09/15/2020

To: City Manager Steve McHarris, City Attorney Chris Diaz

CC: City Clerk Mary Lavelle

Subject: City Council Events

From: Councilmember, Karina Dominguez

Background:

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 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, faith base organizations, Neighborhood Associations, non-profit organizations and other agencies providing a free service in Milpitas and are 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.

On November 5, 2019 a draft policy came before Council and feedback was provide to staff in order to bring back a policy with modifications. The final proposal for council consideration and approval can be found in attachment 1 of this memo.

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:

The Approved Fiscal Year 2020-2021 Budget includes funding in the amount of \$25,000 for the City Council (\$5,000 for each member of the 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 organizations providing a public service in Milpitas shall continue to be brought forward for Council consideration.

Based on prior council direction and feedback we are proposing the following council policy for city sponsored events, please see attachment 1:

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 how the event aligns with a city priority and 4) select a date that is not currently reserved by another group or departments. 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 agendaized 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 or if the use is inconsistent with the Councilmember's written request.

The final language to update the City of Milpitas Facility Use Manual can be found in attachment 2 of this memo.

Fiscal Impact No additional funding is needed at this time.

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 three months preceding a municipal election. 4. Staff support for any individual Councilmember hosted events shall be limited to 5 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. 6. Events that are approved by the council would be able to use the city logo for marketing and communication purposes. 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.

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 3. No staff fee 2. No rental 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

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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 an



MEMORANDUM

Date: 09/15/2020

To: City Manager Steve McHarris, City Attorney Chris Diaz

CC: City Clerk Mary Lavelle

Subject: City Council Events

From: Councilmember, Karina Dominguez 

Background:

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Fiscal Impact No additional funding is needed at this time.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Request No.	Topic	Submitted by:	A, F, or CM	Date requested or Rec'd Form	STATUS and/or DATE scheduled on City Council meeting agenda:
2020					
6	Revisit contract provisions of executive staff (CM + CA), for best working environ-ment. For Closed Session	Phan	A	11/10/2020	
5	Discussion of Minute Man as City's image, when City branding comes back	Phan	A	8/18/2020	
4	Consider adding state certification NEC for electrical work done in the City (safety)	Dominguez	A	6/30/2020	
3	Establish a Day Worker Program	Montano	A	6/16/2020	
2	Form a Historical Commission	Montano	A	6/2/2020	
1	Consider satellite consular offices	Montano	A	6/2/2020	

2020	TOPICS SCHEDULED OR COMPLETED				
	Revisit CC Housing Subcommittee, consider dismantling it; housing to City Council	Dominguez	A	11/10/2020	11/17/2020
	Discuss a "safety first" or other event in lieu of National Night Out (per CAC)	Nuñez	A	10/20/2020	11/10/2020, to 11/17/2020
	Emergency request to cap rents on small businesses (tenants) in Milpitas	Dominguez	A	10/6/2020	Resched from 10/20 to 11/10 to 11/17
	Opportunity to share ideas for US census & on City "sponsored" events	Dominguez	A	9/1/2020	Resched from 9/15, to 10/06, to 10/20, to 11/10 to 11/17
	Bring back update report & discuss status of playing fields for girls' softball in Milp.	Dominguez	A	10/20/2020	To City/Schools Subcomm. then CC. See C. Montano 10/14 Bobby Sox softball memo to Econ. Dev. Commission first.
	Consider naming "Milpitas Hills"	Dominguez	A	10/20/2020	Return later to City Council
	Discuss budget reductions in next FY with input from residents, employees	Nuñez	A	10/6/2020	on 10/20/2020, to 11/10, 11/17

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Discuss potential litigation - re: govts' action on Jamboree-Project Homekey	Tran	A	10/6/2020	multiple Closed Sessions - Oct. 2020	
Resolution on financial status of the City, steps to be taken	Nuñez	A	8/18/2020	Resolution adopted 9/01/2020	
Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020	
Read "Code of Conduct" aloud prior to each City Council meeting	Montano	A	6/2/2020	approved 8/18/2020. City Attorney began this practice 9/01/20	
Discussion/staff report on Beautify Milpitas, graffiti abatement, resources	Montano	A	6/30/2020	8/18/20: Directed staff to develop a program requiring min. staff resources & bring back to Council	
Celebrate Mexican Independence Day annually on September 16	Montano	A	6/2/2020	approved on consent 8/18/2020	
Consider change in term limits for Mayor + Councilmembers	Montano	A	6/16/2020	8/4/2020	Voted 3 -2 to pursue
Discussion of campaign finance reform and/or Open Government Ordinance	Phan	A	6/30/2020		withdrawn @8/4/2020 CC meeting
Community Workforce Agreement	Nuñez	A	2/18/2020		8/4/2020: directed staff to draft agreement, find CIP projects to apply to, then work with Labor org.
Responsible Construction Ordinance	Phan	A	2/4/2020		8/4/2020: City Atty shall return with draft Ord.
List of city charges/costs that could be waived for small businesses	Dominguez	A	6/16/2020		6/30/2020 info memo
Emergency item for next agenda: extend tenant eviction protections	Dominguez	A	6/16/2020		withdrawn, covered by other govt
Discussion on possible tax measures	Tran, Phan	A	4/21/2020		5/15/2020
Support for Laura's Law	Phan	A	2/4/2020		5/19/2020
(possible ban on vaping - no) Restrict smoking in multi-unit bldgs - yes	Montano	A	1/7/2020	Ordinance pending. Discussed 3/03/2020 Affirmed 6/02/2020	
Resolution in support of elimination of discrimination v. women	Dominguez	A	1/7/2020		5/19/20 Reso. adopted. 8/04/20 Ord. adopted
Request for Dumpster Days	Tran	A	1/7/2020		5/12/2020 in FY 2020-21 budget

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	Adopt Resolution similar to County's re: xenophobia, discrimination	Dominguez	A	4/21/2020		5/5/2020
	Support community distribution of masks	Dominguez	A	4/7/2020		4/21/2020
	Proclamation and support for face coverings	Montano	A	4/7/2020		4/21/2020. CC directed City Manager to issue regs
	Establish Milpitas coronavirus testing site	Phan	A	4/7/2020		done
	Consider Community Museum and Park on Main St.	Nuñez, Phan	F	8/20/2019	to Rules 8/23/2019	3/24 and 6/02/2020. Pending
	Discuss having 4th of July parade	Nuñez	A	2/18/2020		not under discussion
	Parade for MHS Trojans Football	Tran, City Manager	A	1/21/2020		1/28/2020
	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	A	1/7/2020		1/28/2020, 3/24/2020, 4/14/2020
	Street/traffic calming update	Nuñez	A	1/7/2020		3/3/2020
	Report on parking in The Pines	Nuñez	A	1/7/2020		2/18/2020
	Info. on new SB 50 (housing, transit bill)	Phan	A	1/7/2020		by memo to City Council

2019	TOPICS SCHEDULED OR COMPLETED				To Rules Subcom	
	Establish Railroad quiet zone	Tran, Montano	F	9/17/2019		report from City Engineer on 11/17/2020
	Have "Dumpster Days"	Tran, Montano	F	9/17/2019	9/20/2019	5/12/2020 in FY 2020-21 budget
	Rename portion of Dixon Landing Rd. as Barack Obama Blvd	Nuñez, Phan	F	8/20/2019	8/23/2019	deferred indefinitely
	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	F	9/17/2019	9/20/2019	12/17/2019
	Add Green Bike Lanes	Tran, Montano	F	9/17/2019	9/20/2019	done - in CIP
	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	F	9/17/2019	9/20/2019	2/4/2020
	Community Theater, perhaps with MUSD	Nuñez, Phan	F	8/20/2019	8/23/2019	5/14/2020 @CIP Study Session
	policy for Proclamations and Commendations	Nuñez, Phan	F	8/20/2019	8/23/2019	withdrawn 6/02/2020

MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS

	policy for Social Media	Nuñez, Phan	F	8/20/2019	8/23/2019	withdrawn 6/02/2020
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A: @Announcements

F: on a Form

CM: to/from City Manager

PREVIEW LIST OF ITEMS

CITY COUNCIL MEETING

DECEMBER 1, 2020

CONSENT CALENDAR

- 1) Receive City Council calendar for December 2020 (City Clerk)
- 2) Approve City Council meeting minutes of November 17, 2020 (City Clerk)
- 3) Adopt a Resolution Granting Acceptance of City Improvements on Lower Berryessa Creek by Valley Water District as Part of its Flood Protection Work, Project No. 3452, authorize Reimbursement for Improvements (Steve Erickson)
- 4) Adopt a Resolution Granting Acceptance of City Improvements Constructed by Valley Water District as part of the Lower Berryessa Creek Flood Protection Work, and Authorize Reimbursement to District for Construction Cost of City Improvements Completed, Project No. 3452 (Steve Erickson)
- 5) Adopt a Resolution Certifying Election Results and Adding Tract No. 10533 to CFD 2005-1 (Annexation No. 21); Approve Final Tract Map No. 10533; and Approve and Authorize City Manager to Execute SIA for Residential Development at 1005 N Park Victoria Drive (Steve Erickson)
- 6) Adopt a Resolution Certifying Election Results and Adding Parcel 5 to CFD 2008-1 for Residential Development at 355 Sango Ct. (Annexation No. 20) (Steve Erickson)
- 7) Adopt a resolution authorizing City Manager to execute Amendment to agreement with Santa Clara County to accept 2019 State Homeland Security Grant Program Funding – for Milpitas Police Dept. (John Torrez)
- 8) Adopt a Resolution approving update to List of Form 700 filers – Code of Conflict of Interest (Mary Lavelle)
- 9) Approve Annual AB1600 report on development fees (Jane Corpus)
- 10) Accept Consolidated Annual Financial Report (CAFR) on FY 2019-20 (Walter Rossmann)
- 11) Approve and Authorize City Manager to Execute an Agreement with Raimi + Associates to Provide Consulting Services for of Objective Design Standards for Residential Developmt per SB 35 (Jay Lee)
- 12) Authorize City Manager to Execute Fee Reimbursement Agreement Amendment for TASP Public Improvements at 730-750 E. Authorize Capitol Avenue by Anton Milpitas 730 LLC and Anton Milpitas 750 LLC (Steve Erickson)
- 13) Authorize City Manager to Execute Master Project Agreement with Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek and Authorize Reimbursement to the Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452 (Steve Erickson)
- 14) Authorize City Manager to Execute Fee Credit Agreement Amendment for TASP Public Improvements at 1425 S. Milpitas Blvd by Pulte Home Corp (Steve Erickson)

COMMUNITY SERVICES

- 15) Report back on possible direct services for homeless in Milpitas (Sharon Goei)

LEADERSHIP

- 16) 1st reading/Introduce Ordinance for general updates to MMC (Ashwini Kantak, Chris Diaz)

REPORT

- 17) Review list of Future Agenda Items Requested by City Councilmembers (Mayor & City Council/City Clerk)

PREVIEW NEXT AGENDA

- 18) Preview list of items for December 15, 2020 (City Clerk)