



REGULAR MEETING OF THE MILPITAS CITY COUNCIL



AGENDA

TUESDAY, AUGUST 19, 2025

CITY COUNCIL CHAMBER, 455 E. CALAVERAS BLVD, MILPITAS, CA

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

** To access written translation during the meeting, scan the QR Code.*

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.

You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may only be provided live during the City Council meeting in person, unless the City Council approves remote public comment. 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. Members of the public may submit written comments by email to CityClerk@milpitas.gov

The meeting will be streamed via Zoom for viewing purposes only unless the City Council approves remote public comment. To watch via Zoom, please register at:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_Ei05_7aEQoSgeAtAscox7Q

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

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 (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency's Designated Representative(s): Rick Bolanos, Liebert Cassidy Whitmore

Employee Organization(s): Professional and Technical Employees, Mid-Management and Confidential Employees, Milpitas Employees Association, Unrepresented Employees

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 (Councilmember Lam)

PRESENTATIONS

- Women's Equality Day (Proclamation)

PUBLIC FORUM

Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR

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

C1. Receive City Council Calendar of Meetings (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for August and September 2025.

C2. Approve City Council Meeting Minutes (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Meeting minutes of June 26 and July 1, 2025.

C3. Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

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

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive the list of items that have been requested by City Councilmembers and received consensus in previous meetings to date.

C5. Adopt a Resolution Extending the Memoranda of Understanding Between the City of Milpitas and Milpitas Professional and Technical Group and the Milpitas Employees Association (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)

Recommendation: (1) Adopt a resolution extending the Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) from June 30, 2025 to June 30, 2026, with a 3% wage increase retroactive to the first full pay period in July, a one-time, lump sum, non-pensionable payment of \$2,450, and incorporating previous Side Letter Agreements regarding Holiday Break, Temporary Staffing Services and Compassionate Leave, as well as a Unit Modification Agreement regarding the Payroll Specialist classification; and (2) Adopt a resolution extending the Memorandum of Understanding between the City of Milpitas and Milpitas Employees Association (MEA) from June 30, 2025 to June 30, 2026, with a 3% increase wage increase retroactive to the first full pay period in July, a one-time, lump sum, non-pensionable payment of \$2,450, and incorporating previous Side Letter Agreements regarding Overtime, Temporary Staffing Services and Standby Assignment; and (3) Amend the All Job Classifications/Salary Table in Alignment with the proposed Extensions of Memoranda of Understanding.

C6. Approve the Final Map, Tract No. 10643; and Approve and Authorize the City Manager, or Designee, to Execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC for a Residential Project at 1905 Tarob Court (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)

Recommendation: (1) Approve the Final Map, Tract No. 10643, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager, or designee, to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC, which will be guaranteed by bonds or similar securities to be posted by the Toll West Coast LLC in the amount of \$2,718,000.

C7. Consider a Fee Waiver Request from Saint Elizabeth Church (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve a fee waiver request of \$1,083.67 for the St. Elizabeth Church Family Festival at the St. Elizabeth Church Parking Lot on September 21, 2025.

PUBLIC HEARINGS

Members of the public may be allotted up to three (3) minutes or less at the Mayor's discretion, to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of ten (10) minutes for opening statements and up to a total of five (5) minutes maximum for closing statements. Items requested/recommended for continuance are subject to Council's consent at the meeting.

8. Introduce Ordinance No. 65.155 to Adopt by Reference the 2025 California Building Codes with Amendments (Staff Contact: Bill Tott, Building Official, 408-586-3263)

Recommendation: Waive the first reading beyond the title and introduce Ordinance No.65.155 amending Chapters 3, 3.5, 4, 5, 6,7,10,11,14,16,19, and 150 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Mechanical Code, 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Green Building Standards Code, 2025 California

Wildland Urban Interface Code, 2025 California Existing Building Code, 2025 California Historical Building Code, 2025 Referenced Standards Code, 2024 International Property Maintenance Code, and 2024 International Swimming Pool and Spa Code, with amendments.

9. **Introduce Ordinance No. 113.27 to Adopt by Reference the 2025 Edition of the California Fire Code with Certain Local Amendments (Staff Contact: Arthur Belton, Deputy Chief/Fire Marshal, 408-586-3384)**

Recommendation: Waive the first reading beyond the title and introduce Ordinance No. 113.27 to adopt by reference the 2025 Edition of the California Fire Code, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code, with certain local amendments.

LEADERSHIP AND SUPPORT SERVICES

10. **Award a Contract and Authorize the City Manager, or Designee, to Negotiate and Execute an Agreement with MaintStar Inc. for a Land Management and Permitting Solution and Agreement with DATA CLIMB, LLC for Project Management Services in Support of the Land Management and Permitting Solution Implementation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Daniel Nam, Information Technology Director, 408-586-2712)**

Recommendation: Award a contract and authorize the City Manager, or designee, to negotiate and execute (1) a Software License and Professional Services Agreement with MaintStar Inc. for a Land Management and Permitting Solution, including related professional services, for an initial four-year term and up to two three-year options to extend the term of the Agreement for a total of 10 years, a maximum compensation of \$650,000 for the initial four-year term and an estimated \$1,571,000 for the full 10 years, and a 10% contingency, subject to the appropriation of funds; and (2) a Professional Services Agreement with DATA CLIMB LLC for Project Management Implementation Services for the Land Management and Permitting Solution for an initial term of two years, up to three one-year options to extend for a total of five years, and a maximum compensation of \$370,000 for the initial two-year term with total option year costs in amounts not to exceed \$200,000, subject to the appropriation of funds.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items. 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 whether to move the item forward. If a majority of the City Council agrees to move the item forward, the City Manager shall place the item on a future agenda.

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: ccreech@milpitas.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.milpitas.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.milpitas.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.milpitas.gov or at Milpitas City Hall.
Contact the City Clerk's Office at 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to CityClerk@milpitas.gov prior to the meeting. You may request a larger font agenda.

July 2025						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Milpitas City Council Calendar

August 2025

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7:00 PM -Parks, Recreation & Cultural Resources Commission (EC)	5	6 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 5:30 PM -Veterans Commission (GB) 7:00 PM -Community Housing Commission (EC)	7 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM)	8	9
10	11 4:30 PM -Economic Development and Trade Commission (WL)	12 5:30 PM -City Council Special Meeting	13 4:30 PM -City Council Finance Subcommittee (CM/EC) 7:00 PM -Silicon Valley Clean Energy Board of Directors (GB) (Cupertino) 7:00 PM -Planning Commission CANCELLED	14 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC (CM)	15	16
17	18 3:00 PM - Main Street Subcommittee 7:00 PM -Science, Technology, and Innovation Commission (WL)	19 6:00 PM -Closed Session 7:00 PM -City Council	20 12:00 PM -Santa Clara Valley Water District - Water Commission (CM) 6:00 PM -Energy and Environmental Sustainability Commission (EC)	21	22	23
24	25	26 1:30 PM -Senior Advisory Commission (HL)	27 5:30 PM -Cities Assoc. of SCC - Recycling and Waste Reduction Commission (CM) 7:00 PM -Planning Commission	28 1:30 PM -Santa Clara County Emergency Operational Area Council (CM)	29	30
31						

August 2025						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MILPITAS CITY COUNCIL CALENDAR

September 2025

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 CITY HOLIDAY City Hall Closed 	2 6:00 PM -Closed Session 7:00 PM -City Council	3 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 7:00 PM -Community Housing Commission (EC)	4 12:00 PM -Santa Clara County Library JPA Board Meeting (CM) (Campbell, CA) 5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (GB)	5	6
7	8 4:30 PM -Economic Development and Trade Commission (WL)	9	10 4:30 PM -City Council Finance Subcommittee (CM/EC) 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (GB) (Cupertino)	11 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC (CM)	12	13
14	15 7:00 PM -Science, Technology, and Innovation Commission (WL) 7:00 PM -Library and Education Commission (HL) (Milpitas Public Library)	16 6:00 PM -Closed Session 7:00 PM -City Council	17 6:00 PM -Energy and Environmental Sustainability Commission (EC)	18 6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library) 7:00 PM -Public Safety and Emergency Preparedness Commission (WL)	19	20
21	22 7:00 PM -Arts Commission (CM)	23	24 7:00 PM -Planning Commission	25 4:00 PM -Silicon Valley Regional Interoperability Authority (SVRIA) (GB)	26	27
28	29	30				



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
THURSDAY, JUNE 26, 2025

The City Council convened in a Special Meeting of the Milpitas City Council on June 26, 2025, in the City Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/Zoom webinar.

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

Mayor Montano called the Regular City Council meeting to order at 5:35 PM. Roll Call was taken by Deputy City Clerk Chen.

PRESENT: Mayor Montano, Vice Mayor Barbadillo, Councilmember Lam

ABSENT: Councilmember Chua, Councilmember Lien

PLEDGE OF ALLEGIANCE

Mayor Montano led the Pledge of Allegiance.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Acting City Attorney Christopher Creech asked the Mayor and Council Members to disclose any financial or personal conflicts of interest related to items on the agenda. No conflicts were reported.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the Milpitas City Council Code of Conduct.

AGENDA ITEMS

1. Presentation of State of the City Address

Interim City Manager Santana welcomed attendees to the 2025 State of the City event and introduced Mayor Montano. The Mayor welcomed attendees, acknowledged the dignitaries present, and delivered the State of the City Address.

ADJOURNMENT

Interim City Manager Deanna Santana adjourned the meeting at 5:59 PM and announced that refreshments and light snacks were available downstairs.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

MINUTES
TUESDAY, JULY 1, 2025

The City Council of the City of Milpitas convened in a Special Meeting of the Milpitas City Council on July 1, 2025, in the Krystall B Room at the Sonesta San Jose – Milpitas, 777 Bellew Drive, Milpitas, CA.

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

Mayor Montano called the Special City Council meeting to order at 10:01 AM. Roll Call was taken by Assistant City Manager Cano.

PRESENT: Mayor Montano, Vice Mayor Barbadillo, Councilmember Chua, Councilmember Lam, Councilmember Lien

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Montano led the pledge of allegiance.

PUBLIC FORUM

There were no public speakers.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

Acting City Attorney Creech asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the City Council Code of Conduct.

AGENDA ITEMS

1. City Council Strategy & Governance Planning Workshop

The Workshop began by Mayor Montano and Interim City Manager welcoming the City Council, Acting City Attorney Christopher Creech, Assistant City Manager Matt Cano, and Facilitator Shawn Spano.

Upon the Welcome, Facilitator Spano and Interim City Manager Santana discussed the purpose and context of the Workshop, stating that at this time the City faces three unprecedented events: vacant City Manager and City Attorney positions; structural budget deficit; and, resulting service and resource reductions to provide municipal services.

In addition to the context and purpose, discussion was had about areas of improvement for governance and best practices that can be further implemented by the City Council. The facilitator reviewed several slides from Bridging the Gap: Governing Together by The Novak Consulting Group which emphasize Council Roles (e.g., strategy, trustee, representative, community builder, decision maker, and oversight); Political – Administrative Gap that focuses on the “gray” area between political acceptability and administrative sustainability; and, Political – Administration Dichotomy which highlights the relationship between policy and administration in Board-Manager cities.

After this review, Facilitator Spano facilitated a robust discussion with the Council on scenario based exercises focused on governance. Specifically, scenarios focused on:

Governing vs. Managing	When Resources Don't Meet High Expectations
Policy Champion vs. Policy Analyst	Well Intentioned Councilmember
Governing Performance Data	When Data Does Not Make Sense
Influence vs. Process	A Politically Sensitive Case
Influence vs. Process	City Council Policy Decision

Path Forward / Future Planning

After these exercises, the Council discussed government alignment between the Council and City Manager's Office. The Council directed staff to develop a similar alignment graphic that included the City Attorney's role. Discussion was had about the Council's purpose/authority and intent, with the same on the City Manager's Office.

Interim City Manager Santana presented proposed changes to governance practices, including:

- Implementing a tracking report for council requests
- Moving to a biannual council priority process aligned with budget cycles, which the Council directed to keep the status quo.
- Strengthening the city manager's office's management of departmental communications

The City Council generally supported these proposals, with some discussion around ensuring timely responses to smaller requests.

Interim City Manager Santana also shared her expectations for department directors, emphasizing their responsibility for both departmental management and organizational leadership. Council members expressed support for strengthening performance management practices.

The meeting concluded with councilmembers sharing positive feedback about the workshop and expressing hope for improved governance and trust moving forward. Councilmember Chua suggested a follow-up session in six months to assess progress.

ADJOURNMENT

Mayor Montano adjourned the meeting at 2:28 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

as of 8/14/2025

September 2, 2025 – Regular Meeting (7:00 PM)

CLOSED SESSION

- Labor Update

INVOCATION (Councilmember Lien)

PRESENTATION

- IT Professionals Day (Proclamation)
- National Suicide Prevention Week (Proclamation)
- National Preparedness Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for September 2025 (City Clerk)
2. Approve City Council meeting minutes of August 12 and 19, 2025 (City Clerk)
3. Preview list of items for September 16, 2025 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Appointments (City Clerk)
6. Investment Policies – General and Section 115 (Finance)
7. 2nd Reading – Comprehensive Zoning Update (Planning)
8. Street Resurfacing CIP 4307 Design Agreement (Public Works / Engineering)
9. 255 N. McCarthy Blvd Initial Acceptance of Public Improvements (Public Works / Engineering)
10. HHW Funding Augmentation (Public Works)
11. PD Locker Room Construction Award (Public Works)
12. CALRecycle Grant Application (Public Works)

LEADERSHIP AND SUPPORT SERVICES

13. Code of Conduct - Electronic Device Use (City Clerk)
14. City Council Salaries (City Manager)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Exapnd the Milpitas SMART program to include service to the San Jose Airport	Lam	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
2	Staff explore a program similar to San Leandro's, which provides Ring doorbell cameras to residents	Chua	8/12/2025	An update on this item will be included in the next quarterly prioritization update.
3	Policy review on youth sport grant eligibility to address excluding homeschooled children	Mayor	6/17/2025	An update on this item will be included in the next quarterly prioritization update.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
4	Reinstate the posting of the colors by Boy Scouts at City Council Meetings	Chua	4/15/2025	An update on this item will be included in the next quarterly prioritization update.
5	Revise City Council Code of Conduct language regarding the use of electronic devices.	Lam	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
6	Develop a project management informational memo.	Barbadillo	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
7	Create a Milpitas Community Concert Choir with city support for marketing and rehearsal space.	Chua	4/1/2025	An update on this item will be included in the next quarterly prioritization update.
8	Look into adding an entertainment zone to Main Street.	Montano	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
9	Staff provide a detailed analysis of overtime expenditures by department.	Barbadillo	3/4/2025	An update on this item will be included in the next quarterly prioritization update.
10	Look into a policy to require a Super Majority vote by Council for any deductions to budget reserves.	Chua	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
11	Bring back a discussion regarding fentanyl-related issues	Barbadillo	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
12	Feasibility study regarding a police satellite office.	Montano	2/18/2025	An update on this item will be included in the next quarterly prioritization update.
13	Staff organize a job fair for City job openings	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
14	Bring back a study or analysis of the permit process	Chua	11/19/2024	An update on this item will be included in the next quarterly prioritization update.
15	Explore updating the city's business tax rate schedule	Chua	10/1/2024	An update on this item will be included in the next quarterly prioritization update.
16	Explore funding options for new signage following the decision to rename the Milpitas Library to the Milpitas Jose Esteves Library	Barbadillo	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
17	Update the animal control ordinance to include other animals such as horses and cats	Chua	9/3/2024	An update on this item will be included in the next quarterly prioritization update.
18	Look into adopting an ordinance similar to San Jose allowing ADUs (Accessory Dwelling Units) to have a separate title and be sold separately.	Chua	8/13/2024	An update on this item will be included in the next quarterly prioritization update.
19	Conduct a traffic study on Escuela Parkway to address circulation concerns	Montano	5/7/2024	An update on this item will be included in the next quarterly prioritization update.
20	Explore the possibility of augmenting the Planning Commission stipend	Barbadillo	4/16/2024	An update on this item will be included in the next quarterly prioritization update.
21	Consideration of the 20% Low Income Below Market Rate Housing	Montano	12/5/2023	An update on this item will be included in the next quarterly prioritization update.
22	Referral for utility infrastructure cost on Main Street from Carlo to Corning Streets	Montano	10/17/2023	An update on this item will be included in the next quarterly prioritization update.
23	Main Street International Festival	Lien	10/3/2023	An update on this item will be included in the next quarterly prioritization update.
24	Pickleball Pilot Project	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.

NOTE: Deferred and Completed Items are not listed

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
25	Main Street Infrastructure Projects	Montano	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
26	Main Street Flooding at Library	Chua	2/28/2023	An update on this item will be included in the next quarterly prioritization update.
27	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	An update on this item will be included in the next quarterly prioritization update.
28	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	An update on this item will be included in the next quarterly prioritization update.
29	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	An update on this item will be included in the next quarterly prioritization update.
30	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	An update on this item will be included in the next quarterly prioritization update.
31	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	An update on this item will be included in the next quarterly prioritization update.
32	Consider Community Museum and Park on Main St.	Phan	8/20/2019	Discussions with the property owner of this site are ongoing and staff is tracking returning to council by June 2025 with an update.

NOTE: Deferred and Completed Items are not listed



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Extending the Memoranda of Understanding Between the City of Milpitas and Milpitas Professional and Technical Group and the Milpitas Employees Association (Staff Contact: Kelli Parmley, Human Resources Director, 408-586-3086)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/19/2025
Recommendation:	(1) Adopt a resolution extending the Memorandum of Understanding between the City of Milpitas and Milpitas Professional and Technical Group (ProTech) from June 30, 2025 to June 30, 2026, with a 3% wage increase retroactive to the first full pay period in July, a one-time, lump sum, non-pensionable payment of \$2,450, and incorporating previous Side Letter Agreements regarding Holiday Break, Temporary Staffing Services and Compassionate Leave, as well as a Unit Modification Agreement regarding the Payroll Specialist classification; and (2) Adopt a resolution extending the Memorandum of Understanding between the City of Milpitas and Milpitas Employees Association (MEA) from June 30, 2025 to June 30, 2026, with a 3% increase wage increase retroactive to the first full pay period in July, a one-time, lump sum, non-pensionable payment of \$2,450, and incorporating previous Side Letter Agreements regarding Overtime, Temporary Staffing Services and Standby Assignment; and (3) Amend the All Job Classifications/Salary Table in Alignment with the proposed Extensions of Memoranda of Understanding.

BACKGROUND:

The Memoranda of Understanding between the City of Milpitas and the Milpitas Professional and Technical Group (ProTech), and Milpitas Employees Association (MEA), affiliates of LIUNA/UPEC, expired on June 30, 2025. Thus, the City needs to extend the current MOUs.

ANALYSIS:

Milpitas Professional and Technical Group (ProTech)

City representatives and representatives from ProTech met and conferred in good faith to negotiate an extension to the ProTech Memorandum of Understanding (MOU). The City and ProTech began negotiations on April 10, 2025 and met six (6) times. A tentative agreement has been reached with an extension of the expired MOU effective July 1, 2025 through June 30, 2026. The ProTech Bargaining Group voted in favor of the MOU Extension on June 3, 2025. The substantive items in the agreement are:

- 1) One-year contract extension with wage adjustments of 3% retroactive to the first full pay period in July and a one-time lump sum, non-pensionable payment of two thousand four hundred and fifty dollars (\$2,450); and
- 2) Incorporation of the following Side Letters (attached):
 - a. Side Letter Agreement Regarding the Holiday Break
 - b. Side Letter of Agreement Regarding Temporary Staffing Services
 - c. Side Letter of Understanding Regarding Compassionate Leave
 - d. Unit Modification Agreement Regarding Payroll Specialist

The Extension of the Memorandum of Understanding is included in the City Council agenda packet as Exhibit A to the Resolution to approve the MOU. The draft MOU document was available for public review for the 10-day period required by the City of Milpitas Open Government Ordinance on August 9, 2025.

Milpitas Employees Association (MEA)

City representatives and representatives from MEA met and conferred in good faith to negotiate an extension of the MOU. The City and MEA began negotiations on April 10, 2025 and met seven (7) times. A tentative agreement has been reached with an extension of the expired MOU effective date July 1, 2025 through June 30, 2026. The MEA Bargaining Group voted in favor of the MOU Extension on July 30, 2025. The substantive items of the agreement are:

- 1) One-year contract extension with wage adjustments of 3% retroactive to the first full pay period in July and a one-time lump sum, non-pensionable payment of two thousand four hundred and fifty dollars (\$2,450); and
- 2) Incorporation of the following attached Side Letters:
 - a. Section 17.00 – Overtime
 - b. Section 18.00 – Standby Assignment
 - c. Temporary Contracting Services

The Extension of The Memorandum of Understanding is included in the City Council agenda packet as Exhibit B to the Resolution to approve the MOU. The draft MOU document was available for public review for the 10-day period required by the City of Milpitas Open Government Ordinance on August 9, 2025.

POLICY ALTERNATIVE(S):

Alternative 1: Do not adopt the Resolutions in the Recommendation

Pros: The City would not incur additional salary and one-time expenses. However, the City negotiated these agreements and rejecting approval of this action could result in other costs from further negotiations and bargaining practice claims.

Cons: The City would not have current MOUs with these bargaining groups representing over 70 ProTech and over 50 MEA employees who provide essential services to the Milpitas community.

FISCAL IMPACT:

ProTech

The FY 2025-26 Adopted, Amended Operating Budget includes the 3% wage increase for ProTech. There is sufficient available funds in the FY 2025-26 Adopted, Amended Operating Budget to support the one-time lump sum, non-pensionable costs of approximately \$188,650.

MEA

The FY 2025-26 Adopted, Amended Operating Budget includes the 3% wage increase for MEA. There is sufficient available funds in the FY 2025-26 Adopted, Amended Operating Budget to support the one-time lump sum, non-pensionable costs of approximately \$144,550.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is a continuing administrative or personnel activity and is not a project pursuant to Cal. Code Regs., tit. 14, § 15378. The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

- (a) Resolution Approving the ProTech MOU Extension
- (b) Exhibit A – ProTech Extension of the Memorandum of Understanding
- (c) Resolution Approving the MEA MOU Extension
- (d) Exhibit B – MEA Extension of the Memorandum of Understanding
- (e) Exhibit C - All Job Classifications/Salary Table Effective 07/1/2025

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE
EXTENSION OF THE MEMORANDUM OF UNDERSTANDING WITH THE MILPITAS
PROFESSIONAL TECHNICAL UNIT, AN AFFILIATE OF LIUNA/UPEC LOCAL 792, FOR
THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026**

WHEREAS, the most recent Memorandum of Understanding (MOU) between the Professional Technical (ProTech) Unit, an affiliate of LIUNA/UPEC Local 792, and the City of Milpitas covered the period of July 1, 2023 through June 30, 2025; and

WHEREAS, representatives of ProTech and UPEC Local 792 and the City of Milpitas met in good faith and negotiated an extension and amendment of the MOU; and

WHEREAS, the Extension of the MOU between ProTech and the City of Milpitas shall be effective July 1, 2025, through June 30, 2026, a copy of which is attached as “**Exhibit A**.”

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 Extension of the MOU between the Professional Technical Unit and the City of Milpitas, attached hereto as **Exhibit A**, is hereby approved and the City Representatives are hereby authorized to execute it.
3. The City Council adopts and approves **Exhibit C**, the pay schedule “ALL JOB CLASSIFICATIONS/SALARY TABLE effective July 1, 2025”.

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

EXTENSION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MILPITAS AND THE PROFESSIONAL AND TECHNICAL EMPLOYEES' GROUP

The City of Milpitas and the Milpitas Professional and Technical Employees' Group ("Union"), through their designated bargaining representatives, hereby agree that the term of the parties' Memorandum of Understanding ("MOU"), presently in effect from July 1, 2023 through June 30, 2025, will be extended for a period of twelve months, from July 1, 2025 until June 30, 2026. Except as expressly revised below, all terms and conditions of the MOU shall remain in full force and effect for the term of the extension.

The following sections of the MOU are revised as follows:

PREAMBLE

The second paragraph of the Preamble of the MOU is revised to provide that the term of the MOU is extended by twelve months, to expire on June 30, 2026.

SECTION 26 – SALARY

26.06 July, 2025 Salary Schedule Increase: Effective the first full pay period in July, 2025, the July 2024 Salary Schedule will be increased by three percent (3%).

26.07 [NEW] As soon as administratively possible following adoption of this Extension Agreement by the City Council, the City will pay each bargaining unit member a one-time lump sum, non-pensionable payment of two thousand four hundred and fifty dollars (\$2,450.00).

SECTION 28 – WORK SCHEDULES

28.03 The City agrees to review requests for Alternate Work Schedules. Proposals for alternate work schedules shall be evaluated within each department and for each position. Alternate work schedules may not be appropriate for all departments or employees. In reviewing requests, the City shall take into consideration the City's desire to maintain a level of service, determined by the City, in addition to the employees' needs.

The Department Head shall make a decision based on the legitimate needs of the Department. In the event a Department Head decides to deny a request for alternate work schedules, they shall provide a written decision to the employee including specific reasons why the request is being denied.

The department's head decision may be appealed by the affected employee(s) to the city manager. The city manager's decision shall be final and binding.

AGREEMENTS

This extension includes the attached agreements, which are intended to be incorporated into the successor contract:

- Side Letter Agreement Regarding the Holiday Break
- Side Letter of Agreement Regarding Temporary Staffing Services
- Side Letter of Understanding Regarding Compassionate Leave
- Unit Modification Agreement Regarding Payroll Specialist

DATE: _____

BY THE CITY:

Richard C. Bolanos, LCW

Kelli Parmley

Deanna J. Santana

BY THE UNION:

Signed by: _____
Ryan Heron Aug-06-2025
2DB42134B6D3497...

Ryan Heron, UPEC Local 792

Signed by: _____
Jacob Stocke Aug-05-2025
0B0B5191928645C...

Jacob Stocke

Signed by: _____
Randy Baez Aug-05-2025
25862878B44B40B...

Randy Baez

Signed by: _____
Jaclyn Imbesi Aug-06-2025
FBC4E193DC3D46F...

Jaclyn Imbesi

Signed by: _____
Weston Gray Aug-06-2025
F83D0344451D406...

Weston Gray

Signed by: _____
Jessica Thiragirayuta Aug-06-2025
6C25E312316D4AD...

Jessica Thiragirayuta

DocuSigned by: _____
Tyler Nguyen Aug-05-2025
6ED0771E7A7E43D...

Tyler Nguyen

**City of Milpitas Side Letter Agreement
Between
Professional and Technical Group (Pro-Tech) and the City of Milpitas
Regarding the Holiday Break between Christmas Eve and New Year's Day**

In addition to the recognized holidays, City Hall and selected operation will be closed to the public during the period beginning from the Christmas Eve holiday through the New Year's Day holiday. 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. The MOU's provide that when a holiday falls on a Saturday, it is recognized on the preceding Friday, and when a holiday falls on a Sunday it is recognized on a Monday. When the recognized holidays of Christmas Eve and Christmas fall on New Year's Eve and New Year's Day fall on a Friday and Saturday, the holidays shall be recognized on Thursday and Friday of that week. When the recognized holidays of Christmas Eve and Christmas fall on New Year's Eve and New Year's Day fall on the Sunday and Monday, the holidays shall be recognized on the Monday and Tuesday of that week.

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.

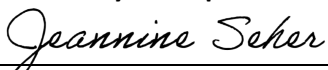
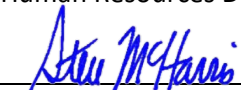
City employees may participate in the Holiday Break on a voluntary basis. If employees prefer to work, they are to notify their supervisor in advance to make arrangements for an assignment. Employees may be assigned to perform work outside of their usual assignment and possibly outside of their department.

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.

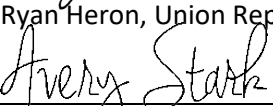
All requests to take time off will need to be approved by the Department Head as they will need to determine the business needs of the City.

The continuation of the holiday closure is subject to the sole discretion of the City Council. As City Council members change, the parties recognize the decision to continue the holiday closure period may also change. The City will give a 14-day notice of any such change.

For the City of Milpitas:

 Jeannine M. Seher Human Resources Director	12/8/2021 Date
 Steven McHarris City Manager	12/08/2021 Date

For the Union:

 Ryan Heron, Union Representative, LIUNA	11/4/2021 Date
 Avery Stark, ProTech President	10/25/2021 Date

SIDE LETTER OF AGREEMENT

between

City of Milpitas and LIUNA-UPEC 792/Pro-Tech

The City issued a Request for Proposal with the stated intent of contracting with one or more vendors to provide temporary staffing services to augment staffing during times of recruitment for vacancies, staff absences due to illness or injury, in times of peak workloads, or unanticipated increases in work volume. In an effort to reach an agreement on the parameters of such a contract, the parties have an interest in entering into a side letter agreement.

This Side Letter of Agreement is entered into by and between the City of Milpitas ("City") and the LIUNA-UPEC 792/Pro-Tech ("Union") collectively known as "The Parties." For purposes of this side letter agreement, a "Vendor" is the firm selected to provide temporary staffing services. An employee who works for the vendor to provide such temporary services is referred to as a Temporary Employee. Subject to the City of Milpitas City Council approval, the Parties agree to the following terms and conditions outside of the MOU:

The City shall enter into a contract with vendor(s) subject to the following parameters:

1. The list of classifications the City may fill with a temporary employee from a contract vendor shall be limited to those identified in the RFP. Should the City wish to expand the list of classifications, it shall notify the Union and provide the opportunity to meet and confer.
2. The vendor(s) selected as a result of the Temporary Services RFP shall not be used to provide staff to permanently replace regular budgeted City positions. Should the City wish to outsource a function, it shall notify the Union and provide the opportunity to meet and confer, as required by law.
3. Temporary work provided by vendor temporary employees through this agreement shall be limited as follows:
 - a. Peak Workload Periods: If hired to augment staff for "peak" workload periods, the position shall be limited to a total of 720 hours per calendar year.
 - b. Active Recruitment: If hired to backfill behind a staff vacancy, the position shall be limited to 959 hours per calendar year.
 - c. Employee Absence: If hired to backfill behind an employee's long-term absence, no more than the length of such absence. A position being contracted shall not be allowed to exceed 959 hours without the prior authorization of the Human Resources Director and the Union.
 - d. Projects: If hired to complete a special project, the time is limited to the duration to complete the project, and not to exceed 959 hours per calendar year.
4. The City agrees to provide invoices monthly to the Union showing the hours worked by temporary employees in a manner agreed upon as a result of the contract with the City.
 - a. The information provided to the Union shall include:
 - i. The total year-to-date hours worked by each contracted employee.
 - ii. The employee's hourly pay rate.

- iii. The hourly bill rate to the City.
- 5. Prior to any workload being given to a temporary contracted employee, when possible, the workload shall be first offered to bargaining unit employees in the appropriate classifications, including via overtime opportunities, out-of-class assignment, and/or special assignment, if it is feasible based on department needs. Employees shall not be obligated to accept out-of-class or special assignments.
- 6. Whenever a bargaining unit position is contracted through a temp agency pursuant to this agreement, The City shall notify LIUNA representatives of the decision to contract work via this agreement and include the following information:
 - a. The date the temporary employee started.
 - b. The scope of the work being contracted out.
 - c. The reason for contracting the work (Peak workload, active recruitment, employee absence, or special project).
 - d. The expected duration of the work.
- 7. The City shall issue LIUNA representatives a monthly "vacancy report" Following this monthly report, the City shall agree to meet with the Union upon request to discuss concerns stemming from the report.
- 8. The City recognizes the value of employees being gathered in the workplace to conduct City business but also understands the desire to have increased flexibility by providing teleworking options. The City does not expect to have temporary vendor staff working remotely for a significant portion or all of the workweek on a frequent basis. The City will notify the union when a temporary contract employee is teleworking a majority of the workweek. The City agrees to meet with the Union upon request to discuss any concerns.

For the City:

Jeannine Seher
 Jeannine M. Seher
 Human Resources Director

6/22/22
 Date

Steven McHarris
 Steven McHarris
 City Manager

06/21/2022
 Date

For the Union:

Ryan S. Heron
 Ryan Heron
 Union Representative, LIUNA

5/16/2022
 Date

Avery Stark
 Avery Stark
 ProTech President

05-16-2022
 Date

Unit Modification Agreement
Between the City of Milpitas,
the Professional and Technical Unit (ProTech),
and the Mid-Management and Confidential Unit (Mid-Con)
for Payroll Specialists

The City of Milpitas, hereby referred to as “City”, the Professional and Technical Unit, hereby referred to as “ProTech”, and the Mid-Management and Confidential Unit, hereby referred to as “Mid-Con”, execute this Unit Modification Agreement for the Payroll Specialist classification.

Per the City’s Personnel Rules and Regulations Section 15.09 – Appropriate Bargaining Unit:

15.09.1 The Municipal Employee Relations Officer, after reviewing the petition filed by an Employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such Employees. The following factors, among others, are to be considered in making such determinations:

- (a) Which unit will assure the Employees the fullest freedom in the exercise of rights set forth under this rule.
- (b) The history of Employee relations in the unit; or among other Employees of the City; or in similar public employment.
- (c) The effect of the unit on the efficient operation of the City and sound employer-employee relations.
- (d) The extent to which Employees have common skills, working conditions, job duties and/or similar educational requirements.

At the request of the authorized bargaining units (ProTech and Mid-Con), the Municipal Employee Relations Officer has conducted an analysis based on the factors above and agrees that Payroll Specialists would be more appropriately placed in Mid-Con rather than ProTech.

This unit modification is deemed appropriate and effective September 1, 2024. The impacted party, Mid-Con, through the normal process of meeting and conferring, will establish or amend any sections of the existing MOU in order to appropriately incorporate Payroll Specialists.

The signatures below acknowledge and agree to the terms set forth above.

For the City of Milpitas:

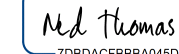
DocuSigned by:

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Kelli Parmley
Human Resources Director

oct-16-2024

Date

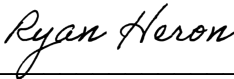
DocuSigned by:

7DBDACEBBA045D

Ned Thomas
City Manager

oct-17-2024

Date

For the Unions:



Ryan Heron, Union Representative
LIUNA/UPEC

10/10/2024

Date

Signed by:


6B0B5104028646C...
Jacob Stocke
ProTech President

oct-10-2024

Date

DocuSigned by:


915B0009EBF4E1...
Toni-Lynn Charlop
Mid-Con President

oct-16-2024

Date

**MILPITAS PROFESSIONAL AND
TECHNICAL GROUP (PROTECH)**

**AN AFFILIATE OF
LIUNA/UPEC LOCAL 792, AFL-CIO**

**MEMORANDUM

OF

UNDERSTANDING**

July 1, 2023 – June 30, 2025

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ProTech
July 1, 2023 through June 30, 2025

**CITY OF MILPITAS AND MILPITAS PROFESSIONAL AND TECHNICAL GROUP
(PROTECH), AN AFFILIATE OF LIUNA/UPEC LOCAL 792, AFL-CIO COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING ON SALARIES, FRINGE BENEFITS, AND
WORKING CONDITIONS**

July 1, 2023 – June 30, 2025

The authorized representatives of the City Council of the City of Milpitas, hereafter referred to as the "City" and the authorized representatives of the Milpitas Professional and Technical Group, hereafter referred to as the " Union" do jointly accept and agree to all the terms and conditions of employment set forth in this Comprehensive Memorandum of Understanding (MOU), pursuant to Section 15.13 of the Personnel Rules and Regulations of the City of Milpitas (as amended).

The term of this MOU is from July 1, 2023 through June 30, 2025. This Memorandum of Understanding shall apply to represented permanent and probationary employees hereafter referred to as "employee(s)" unless otherwise specifically indicated, assigned to those classes listed in the salary schedule set forth in Appendix "A" attached hereto. When classes are created which the City determines fall under the representation of the Union, this Understanding shall also apply.

Unless otherwise specifically amended by the terms of this MOU, any term or condition of employment previously known to and approved by the City (and not terminated by the City) remains as previously established.

SECTION 1.00 - EMPLOYEE RIGHTS

- 1.01 Any employee in the City's competitive service may join, organize or maintain membership in a labor organization if the employee so desires. The City neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employee's standing or right as a City employee. The right to join, organize or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization.

The right to join a labor union or any association of municipal employees also includes the right not to join. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise their right without undue influence, coercion, intimidation or pressure of any kind from any person.

- 1.02 Maintenance of Membership:
Employees who are dues paying union members at the time of the signing of this contract, or become dues paying members during the term of the contract, shall remain dues paying members for the duration of the contract. Should the contract be expired, there shall be an annual opt-out period during the month of June each year.

- 1.03 City employees participating in organizational or other labor union activities or similar activities of any employee association are required to conduct such activities on their own time and not during regularly assigned working hours, with the following exceptions:

- 1.03.1 A steward representing or assisting a fellow employee in the presentation of a grievance may utilize such time as is essential for the presentation of the grievance to

ProTech

July 1, 2023 through June 30, 2025

management during working hours; however, solicitation of grievances shall be on the steward and employee's own time.

- 1.03.2 Officials of any organization representing City employees may meet on City time with the City Manager or other City officials when such meeting times are approved by the City Manager.
- 1.03.3 Representatives of the Union, having business (other than recruiting of members) with the officers or individual members of the Union may meet and confer with such officers or members during the course of the working day for a reasonable period of time provided that permission is first obtained from the Department Head, and the employee's immediate supervisor, and further provided that the conduct of such business will in no way conflict with the performance of City business.
- 1.04 Use of work place or premises for organizational activities other than the presentation of a grievance or the conduct of business as provided for above, is permitted only after working hours, with the advance notice to the Department Head or City Manager and shall in no way interfere with the performance of official duties of on-duty personnel. Official bulletin boards may be used only for notice of meetings of any employee organizations and for no other organizational purpose. The City shall, however, provide space upon request at any City facility for a union or employee association furnished, installed and maintained bulletin board for posting of notices and bulletins and a magazine rack for the distribution of union or association literature.

1.05 Time off for Association Meetings/Trainings

The City shall provide annual paid release time for Association officers and members to conduct Association business such as negotiations, conventions, symposia, etc. excluding political activity, upon reasonable written notice to and prior approval by the appropriate department head. Release time shall not result in overtime by an employee. These events shall include but are not limited to:

<u>Event</u>	<u>Personnel</u>	<u>Time</u>
Labor Negotiations Training	2	5 days
Health Benefit Meetings	2	4 hours
CalPERS Meetings	2	1 day
Association Conferences	1	<u>5 days</u>
Total		144 hours

- 1.05.1 In accordance with A.B. 119 (2017), every one (1) month, the City shall remit all sums deducted to the Union. The City will share with ProTech the following information related to newly hired employees: the name, job title, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of all employees within their first pay period and will provide an accumulated total annual amount deducted per employee.
- 1.05.2 The City will notify the Labor Relations Representative of new hire orientations, so that the Union Representative may attend the orientation.
- 1.05.3 The City and Union agree to jointly identify current employees who previously worked in a limited-term capacity for more than 2,000 hours in any year prior to their full-time appointment.

ProTech

July 1, 2023 through June 30, 2025

The affected employees will be credited for their prior years of service for the purposes of calculating vacation accruals.

SECTION 2.00 - CITY RIGHTS

- 2.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e., resolution or ordinance). The City has the right and may exercise its discretion:
- 2.02.1 To determine the mission of all constituent departments, commissions and boards.
 - 2.02.2 To set standards of service.
 - 2.02.3 To determine the appropriate levels of City services, except where defined in the MOU;
 - 2.02.4 To take disciplinary action for just cause.
 - 2.02.5 To determine the procedures and standards of selection for employment and the content of job classifications.
 - 2.02.6 To organize and reorganize its departments and affairs, and to otherwise exercise complete control and discretion over its organization.
 - 2.02.7 To relieve its employees from duty because of lack of work or other legitimate reasons.
 - 2.02.8 To employ any appropriate means or method to maintain the efficiency of governmental operations and administration.
 - 2.02.9 To determine the methods, means and personnel by which government operations are to be conducted.
 - 2.02.10 To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime.
 - 2.02.11 To exercise complete control and discretion over its organization and technology.
 - 2.02.12 Except in case of emergency the City shall give written notice (30 days in advance of any contract with third parties which shall result in the lay-off, demotion, or transfer of any employee represented by the union) and shall meet and confer with the union regarding the same upon reasonable written notice.
 - 2.02.13 To direct employees, make assignments and require overtime work.
 - 2.02.14 To transfer or reassign employees, as outlined in the MOU.
 - 2.02.15 To layoff employees by position as result of: elimination of positions through City Council resolution; lack of work; budgetary considerations (including without

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limitation lack of funds or revenue downturn); reorganization; or other related reasons.

- 2.02.16 Any agreement between the City and the Union evidenced by a Memorandum of Understanding pursuant to Government Code Section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights; and that such a Memorandum of Understanding shall be honored in good faith during the life of this contract.
- 2.02.17 Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined by this MOU.
- 2.02.18 The parties acknowledge that the City shall have the right to amend its personnel rules and regulations, personnel ordinances and resolutions, and employer-employee relations resolution during the term of the Memorandum of Understanding such rules and policies may be implemented after meeting and consulting, as appropriate, under the Meyers-Milias-Brown Act.

SECTION 3.00 - ADVANCE NOTICE AND APPEALS PROCEDURE

Except in cases of emergency as provided in this section, the City shall give reasonable written notice to each recognized employee organization affected by an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation including actions taken under City Rights that affect wages, hours and other terms and conditions of employment proposed to be adopted by the City and shall give such recognized employee organizations the opportunity to meet with City representatives.

SECTION 4.00 - DISCIPLINARY ACTION

The City may take disciplinary action against any Employee for just cause. The City recognizes the practice of progressive discipline; however, depending on the severity of the offense, the City may immediately impose more severe discipline.

- 4.01 Grounds for Discipline: Discipline may be imposed for just cause, including without limitation for the following grounds:
 - 4.01.1 Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.
 - 4.01.2 Failure to perform satisfactorily the duties and responsibilities of an employee's position.
 - 4.01.3 Neglect of duty.
 - 4.01.4 Insubordination.
 - 4.01.5 Reporting for or performing duty under impairment as a result of alcohol and/or drug use.
 - 4.01.6 Dishonesty or misuse of, or misappropriation of City property and funds.
 - 4.01.7 Conviction of any crime involving moral turpitude, or substantially relating to the

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function of an employee's position.

- 4.01.8 Unauthorized absence.
- 4.01.9 Non-observance of work hours, including tardiness, and abuse of sick leave privileges.
- 4.01.10 Discourteous or non-cooperative treatment of the public or other employees.
- 4.01.11 Conduct, either during or outside of duty hours, which is of such a nature that it causes discredit to the employee's department or the City.
- 4.01.12 Failure to abide by any condition of employment stipulated in the: Municipal Code; Personnel Rules and Regulations; any City or department policies or procedures; or Memoranda of Understanding approved by formal action of the Council.
- 4.01.13 Knowingly filing or pursuing a false charge.
- 4.01.14 Threats of violence or acts of violence towards fellow employees or members of the public in the workplace.
- 4.01.15 Abuse of any City and/or Department policies and procedures.
- 4.02 Pre disciplinary Procedures
 - 4.02.1 Prior to taking any disciplinary action, as defined in Section 4.02.6, except for Section 4.03.1- Written Reprimand, against a permanent employee, the City shall notify the employee and Union in writing of the following:
 - (a) The proposed disciplinary action.
 - (b) The nature of the charges and/or violation of City ordinances, resolutions, written procedures, municipal code, or departmental regulations and policies.
 - (c) The reasons for the proposed action.
 - (d) The materials upon which the action is based.
 - (e) The opportunity of the employee to appear before a designated City representative and respond to the charges at a specified place and time.
 - (f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.
 - 4.02.2 If the City representative determines that he or she cannot be impartial, or upon timely written request by the employee or the Union, the Human Resources Director or designee may hear the employee's response.
 - 4.02.3 Any employee notified pursuant to 4.02.1 above who desires an opportunity to respond may do so by appearing at the appointed place and time. Said response may be oral or in writing. The employee is not entitled to an evidentiary hearing, and the sole purpose of the meeting shall be to hear the response of the employee to the

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charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary.

- 4.02.4 In the event that the employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the City may grant a continuance.
- 4.02.5 As soon as practical after the employee has had an opportunity to present a response, the City will notify the employee and the Union in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification will also advise the employee of any right of appeal.
- 4.02.6 For the purposes of the application of the procedures outlined in sections 4.02.1 through 4.02.5, a disciplinary action shall be defined as a suspension from work, or an equivalent reduction in salary, demotion or discharge.

4.03 Disciplinary Action

- 4.03.1 **Written Reprimand:** Repeated violations or more severe misbehavior may require a more formal response by the supervisor to the employee. In this case the employee is provided with a written memorandum which outlines the violations being addressed and the expected actions to be taken by the employee in response to the memorandum. The written reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the written reprimand shall be placed in the employee's official personnel record.
- 4.03.2 The Human Resources Director shall remove a letter of reprimand from a personnel file based upon a written request submitted by the employee provided there has been no additional disciplinary actions during the subsequent thirty-six (36) months.
- 4.03.3 **Suspension:** In the event of more severe or repeated violations, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days and shall be subject to the procedures outlined in sections 4.02.
- 4.03.4 **Reduction in Salary Range:** In the event of more severe or repeated violations, the employee's salary may be reduced by the City within the range for the position held. Such reduction in salary shall be subject to the procedure outlined in Section 4.02. Reduction shall be made on a permanent or temporary basis.
- 4.03.5 **Involuntary Demotion:** In the event of more severe or repeated violations, the employee may be reduced in rank and pay by the City. Such demotion shall be in conformance with Section 4.02. Demotions shall be made on a permanent or temporary basis.
- 4.03.6 **Termination of Employment:** The City may terminate the employment of an employee for more severe or repeated violations of the City or Department rules,

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regulations, policies or procedures. Such termination shall be in conformance with Section 4.02.

- 4.04 Appeal of Discipline: An employee subject to disciplinary action as defined in section 4.02.6 may appeal the discipline pursuant to the grievance and arbitration process outlined in Section 8.00 of this MOU.

SECTION 5.00 - LAYOFF

- 5.01 Any layoff shall be according to seniority and the procedures defined in Municipal Code Section VI-102.
- 5.01.1 The City Manager, after review with the Department Head and the Human Resources Director, may lay off an Employee because of material change in duties, organization, or shortage of work or funds in the department or the City.
- 5.01.2 The Human Resources Director shall notify the affected Employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.
- 5.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-Employment List in inverse order of displacement for an appropriate Class for three (3) years.

SECTION 6.00 - RESIGNATION

An Employee wishing to resign in good standing shall file with the Department Head a written resignation at least two calendar weeks before the effective date of termination, stating the reasons for leaving. The resignation shall be forwarded to the Human Resources Director. Failure to comply with this requirement shall be entered in the service record of the Employee and may be cause for denying future employment with the City.

SECTION 7.00 - OTHER EMPLOYMENT

- 7.01 Employees may engage in other employment or business activity that does not conflict with the Employee's duties.
- 7.02 An employee's outside employment, activity or enterprise may be prohibited if it:
- 7.02.1 Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.
- 7.02.2 Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
- 7.02.3 Involves the performance of an act, which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Employee of the City, or has the potential for creating a conflict of interest.

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- 7.02.4 Involves such time demands as would reduce the Employee's efficiency or safe operation of equipment, such as sleep deprivation or physical exhaustion prior to start of employees shift. In no case shall the employee conduct non city business during City work hours.
- 7.03 Employees must obtain approval from their Department Head and the Human Resources Director of other employment or business activities in writing prior to engaging in such activities. Disapproval of other employment may be appealed to the City Manager whose decision shall be final. Other employment notices shall be kept in the Employee's personnel file and maintained according to Personnel Rules Section 11.00.
- 7.04 Employees who engage in outside employment that is in conflict with their duties or who intentionally fail to submit a timely notice to engage in outside employment shall be subject to disciplinary action.

SECTION 8.00 – GRIEVANCE PROCEDURE

8.01. Definition

- 8.01.1 For the purposes of this section a “grievance” is any dispute which involves the interpretation or application of this Memorandum of Understanding (hereinafter “MOU”), or appeal of a formal disciplinary action. For the purposes of arbitration, a disciplinary action shall be defined in Section 4.02.6 of this MOU. Complaints or disputes in which a specific review is provided by law (i.e. OSHA, EEOC, DFEH) or by the City’s personnel rules, or reserved as city rights (except as provided in Personnel Rule Sections 15.05, 15.07) shall not be subject to the grievance procedure. If any party initiates litigation concerning a matter which is otherwise subject to the grievance process, the other party may (at their discretion) deem the litigating party as having elected court remedies and waived any rights under this grievance procedure. Performance appraisal reviews are not grievable.
- 8.01.2 A “grievant” is any Employee adversely affected by an alleged violation of the specific provisions of the MOU or a formal disciplinary action, or the Professional and Technical Group on behalf of more than one employee, adversely affected by an alleged violation of the specific provisions of the Memorandum of Understanding.
- 8.01.3 A “working day” is any day in which City Hall is open for business.
- 8.01.4 “Employee organization” is the Professional and Technical Group.

8.02 General Provisions

- 8.02.1 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 8.02.2 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant’s immediate supervisor.

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- 8.02.3 Documents dealing with the processing of a disciplinary grievance shall be filed in the personnel file of the grievant.
- 8.02.4 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 8.02.5 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is withdrawn. The grievant and the City may extend any time deadline by written mutual agreement. Furthermore, if there is a mutual written agreement, the grievant may skip a step in the grievance process. The employee concerned shall be personally present at all stages of the grievance procedure unless that employee specifically waives the right in writing.
- 8.02.6 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular working day of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses requested to testify by the City.
- 8.02.7 Either the City or the grievant may be represented at any step of the procedure by an individual of the party's choice.
- 8.02.8 Any employee may at any time present grievances to the City and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of this MOU or the Personnel Rules.
- 8.02.9 The City and the employee organization may agree to consolidate grievances at any level.
- 8.03 Procedure
 - 8.03.1 Employees must initiate a written grievance within twenty (20) working days following the occurrence, or knowledge of the events on which the grievance is based. Failure to do so will result in the employee being barred from advancing the grievance. A grievance, or a copy of the grievance, should be provided to the grievant's supervisor, Department Head, and the Director of Human Resources.
 - 8.03.2 Elements of a Grievance

The written grievance shall include:

 - (a) A description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance.
 - (b) A specific explanation of how the grievant has been adversely affected.
 - (c) Listing of the provisions of the MOU which are alleged to have been violated.

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- (d) A listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue, provided the employee has access to relevant financial data.
- (d) A statement declaring self-representation or the selection of representation by the Association for said grievance.
- (e) The printed name and signature of the grievant.
- (f) The name, address and telephone number of the person(s) to whom notices may be sent regarding the grievance; and
- (g) Date of grievance.

Grievances that fail to include these elements may not be considered or appealed unless the City waives this section.

8.03.3 Informal Resolution

It is the intent to deal with and settle grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible. An employee who has a grievance shall first try to settle it through discussions with the employee's immediate supervisor. The immediate supervisor shall respond within thirty (30) working days which may be extended ten (10) working days with notice to the grievant and/or the parties may by mutual agreement extend the time which is necessary to resolve the grievance. Any decisions rendered shall be consistent with the authority to do so. If the employee is not satisfied with the outcome of the informal resolution the employee may advance the grievance to Level I.

8.03.4 Level I – Department Head

If the employee is not in agreement with the informal decision rendered, he/she shall have the right to file a formal written appeal to the Department Head (with a copy to the Human Resources Director) within fifteen (15) working days after the date a decision has been rendered. The appeal shall include a copy of the written response(s) provided by the City during the informal step of this grievance procedure. The appeal shall contain an explanation why the grievant believes the decision at the informal grievance step was unsatisfactory. The Department Head shall consider the grievance and submit a written response within fifteen (15) working days.

8.03.5 Level II – Human Resources Director

If the employee is not in agreement with the decision rendered by the Department Head, he/she shall have the right to file a formal written appeal to the Human Resources Director within ten (10) working days after the date a decision has been rendered at Level I. This appeal shall include a copy of the written grievance, the grievant's appeal to Level I, and any written response(s) provided by the City during the prior steps of the grievance process. The appeal shall contain an explanation why the grievant believes the decision at Level I was unsatisfactory. The Human Resources Director shall consider the grievance and submit a written response within fifteen (15) working days.

8.03.6 Level III – City Manager

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If the employee is not in agreement with the decision rendered by the Human Resources Director, he/she shall have the right to file a formal written appeal to the City Manager within ten (10) working days after the date a decision has been rendered at Level II. This appeal shall include a copy of the written grievance, the grievant's appeal to Level II, and any written response(s) provided by the City during the prior steps of the grievance process. The appeal shall contain an explanation why the grievant believes the decision at Level II was unsatisfactory. The City Manager shall consider the grievance and submit a written response within fifteen (15) working days. Unless the grievance is subject to arbitration (as defined herein), the City Manager's decision is final.

8.03.7 Level IV– Arbitration

- (a) If the matter is subject to arbitration as defined herein, and the grievant is not satisfied with the decision of the City Manager, the grievant may within fifteen (15) working days of the date of the decision submit a request in writing to the Human Resources Director that the grievance be submitted to arbitration. The grievant and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances involving public employees. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.
- (b) If either the City or the grievant so requests, an arbitrator shall hear the merits of any issue raised regarding arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. If the issue of arbitrability is heard by an arbitrator and the arbitrator decides the underlying dispute is arbitrable, a different arbitrator shall hear the merits of the underlying grievance, if the City or the union so requests.
- (c) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues or issues. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. A certified court reporter shall record the entire arbitration hearing unless the parties mutually agree otherwise.
- (d) The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City to do an act prohibited by law.
- (e) Arbitrators shall have no authority to award back pay or other monetary relief extending more than forty (40) days prior to submission of the initial written grievance except in cases of grievance claims for incorrect pay.
- (f) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit written findings and a decision, which is final and binding on all parties.

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- (g) The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the grievant, or employee organization, if the employee organization represents the grievant at the arbitration. Financial responsibility shall be confirmed prior to selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. A party requesting a transcript shall bear the cost thereof; or if each party receives a copy the cost will be shared equally.
- (h) This grievance procedure is the exclusive remedy to resolve disputes as described herein.

SECTION 9.00 - ANNUAL VACATION LEAVE

- 9.01 All employees shall be entitled to paid annual vacation leave beginning at the end of the first six months of service with the City unless expressly authorized. However, vacation credits shall be accrued beginning with the date of initial appointment. Vacation is earned on an hourly basis. A day is defined as eight (8) work hours.
 - 9.01.1 During the first through fourth years of service, vacation shall be computed at the rate of 11 working days per year.
 - 9.01.2 From the fifth year of employment through the ninth year of employment, all covered employees shall accrue 16 prorated days of vacation leave for each year of service.
 - 9.01.3 From the tenth year of employment through the fourteenth year of employment, all covered employees shall accrue 21 prorated days of vacation leave credit for each year of service.
 - 9.01.4 From the fifteenth year of employment through the nineteenth year of employment, all covered employees shall accrue 26 prorated days of vacation leave credit for each year of service.
 - 9.01.5 From the twentieth year of employment, all covered employees shall accrue 31 prorated days of vacation leave credit for each year of service.
- 9.02 Employees who work less than full time shall earn vacation credits on a pro-rated basis.
- 9.03 Each employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for the employee's full annual vacation leave, provided however, that after six months of continuous service the employee may be permitted to take vacation leave not to exceed forty (40) work hours.
- 9.04 The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the municipal service. If the requirements of the municipal service are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to take such deferred vacation during the following calendar year or allow the employee to cash out said vacation at his/her option, to the extent of the deferred portion.

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- 9.05 No employee may accumulate and carry-over a vacation balance in excess of 300 work-hours, without the express approval of the City Manager or designee. On the first full pay period including June 1st, any hours above 300 will be cashed out in Pay Period 12. No employee shall be allowed to be on paid leave for a period of over three-hundred and twenty (320) consecutive work hours.
- 9.06 In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave.
- 9.07 Upon separation from the service for any reason, an employee shall be compensated for all accrued vacation leave.
- 9.08 On or about December 1 of each year, each Department Head may circulate a vacation roster for the forthcoming calendar year. Employees are then encouraged to indicate vacation choices. On or about January 1 of each calendar year, the Department Head shall notify employees of the approved vacation calendar for the year. Approval shall be granted after the supervisor and Department Head give consideration to the employee's wishes and the needs of the City. Employees may change vacation dates with the approval of the Department Head. In the event the needs of the City necessitate canceling of vacation scheduled for a minimum of 90 days in advance, which results in a financial loss to an employee, the City shall reimburse the employee the full amount of loss provided the employee demonstrates the impossibility of obtaining a refund and can document the amount of loss.

9.09

An employee may elect to cash out vacation leave accruals as either (1) a Future Vacation Leave Accrual Cash-out or (2) an Emergency Vacation Leave Cash-out, in accordance with the provisions below:

- a) An employee whose annual vacation leave accrual is 120 hours or less, may elect to cash out a maximum of a maximum of forty (40) hours of accrued vacation per calendar year.
- b) An employee whose annual vacation balance exceeds one hundred and twenty (120) hours, may elect to cash out a maximum of eighty (80) hours per calendar year
- c) An employee who cashes out the maximum vacation accruals under the Future Vacation Leave Accrual provisions shall not be eligible for Emergency Vacation Leave cash-out in the same calendar year.

9.09.1 Future Vacation Leave Accrual Cash Out Eligibility

- a) The employee uses at least one full workday of paid vacation leave in the calendar year the election request is submitted
- b) Between November 1st of each year through the end of the first full pay period in December, an employee wishing to cash out future vacation accruals in accordance with the provision above, may make a request by completing and submitting an Irrevocable Vacation Cash Out request form to the Director of Human Resources. Forms that are received after the first full pay period of December shall be ineligible for receiving the cash out the following calendar year.
- c) Once the election is made, it is irrevocable, meaning the employees must cash out the elected number of accrued vacation hours during that calendar year. If the employee does not select a date to receive the cash out, the employee will be paid with the paycheck coinciding with the last pay period of the calendar year.
- d) The employee will select either pay period 7, pay period 13, pay period 19 or pay period 24 to receive the cash-out; however, in no circumstances can an employee receive

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payment for future vacation accrual cash-out until the employee has actually accrued that number of vacation hours. For example, an employee earning 5 hours of vacation per pay period, who wishes to cash out 40 hours of vacation accruals, may receive their cash-out accrual any time after eight pay periods have passed.

- e) As a condition of applying for cash-out, an employee must consent to future payroll deductions (in accordance with Section 9.09.4 below) for necessary withholdings of required taxes.
- f) All cash-outs of future vacation accruals will be included in an employee's regular paycheck.

9.09.2 Emergency Vacation Accrual Cash-out

- (a) An employee may request to cash-out vacation due to an unanticipated emergency that is caused by an event beyond the control of the employee and when the employee can demonstrate that it would result in severe financial hardship to the employee if early withdrawal were not permitted. Severe financial hardship to the employee includes:
 - i. Losses resulting from a sudden and unexpected illness or accident of the employee or of a qualified family member.
 - ii. Losses of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.
 - iii. Losses that can be resolved through reimbursement or compensation by insurance or otherwise, liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of voluntary deferrals to a 457 plan shall disqualify an employee from being eligible to receive Emergency Vacation Accrual Cash-out.
 - iv. Or any other reason as allowable per the IRS.
- (b) Emergency Vacation Accrual Cash-out shall be limited to the amount of leave necessary to address the nature of the emergency and shall not exceed the maximums identified in section 9.09 (a) through (c).

9.09.3 Vacation leave may not be carried-over to cash-out in subsequent years, except upon separation from City service.

9.09.4 The Union understands and agrees that employees have a responsibility to pay their taxes in accordance with IRS regulations. Therefore, any adjustments for prior taxes shall be deducted from an employee's paycheck. The City shall provide the employee a fourteen (14) calendar day notice before taking any payroll deductions for this purpose. For amounts greater than \$100, the employee may request the deductions be taken over a period of sequential pay periods, not to exceed eight (8) pay periods.

SECTION 10.00 - SICK LEAVE

10.01 Employees shall be granted paid sick leave credits beginning with date of original employment at the prorated rate of 12 days for each year of service. Employees become eligible to take accrued sick leave upon completion of one full month of continuous service. Employees may use CTO in lieu of sick leave. Sick leave shall not be considered as a privilege, which an employee may use at the employee's discretion, but shall be allowed only in case of necessity and actual sickness or disability. Medical or dental appointments may be charged against sick leave, but shall be limited to a maximum of four (4) hours per appointment and should be scheduled and approved in

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advance. Approval of sick leave for appointments in excess of four (4) hours are subject to the discretion of the Division Head. The City Manager shall direct and enforce such administrative control as may be necessary to prevent abuse of sick leave privilege.

10.02 Employees who work less than full-time shall earn sick leave on a pro-rated basis.

10.03 For employees hired on or before July 17, 1999, the City agrees to pay an employee who is separating from the City in good standing with at least five (5) years of service an amount equal to 2-1/2% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued. Good standing shall be based on the employee's overall work record and the decision of the Human Resources Director. (See Sections 22.04 and 22.04.1.)

10.03.1 . Sick leave cash out for existing employee's "IRS Constructive Receipt": Employees hired on or before July 17, 1999, with five or more years of service wishing to cash out future sick leave accruals may make a request by completing and submitting an Irrevocable Sick Leave Cash Out request form to the Director of Human Resources. Forms will be accepted between November 1st of each year through the end of the first full pay period in December. Payout shall be in accordance with appropriate pay out formulas described in Section 10.03. However, the maximum annual amount shall not exceed 50% of employee's sick leave balance. Employees eligible for this benefit shall at all times maintain a sick leave balance of at least 240 hours.

10.04 The City agrees to provide PERS Credit for Unused Sick Leave provision (20965). See MOU Section 22.04.1.

SECTION 11.00 - FAMILY LEAVE

11.01 Employees having available sick leave to their credit may draw upon such sick leave for family medical purposes when a member in the employee's immediate family is involved.

11.01.1 As defined for the purpose of this section, family medical purposes shall be construed to mean illness, accident, medical appointments or other related occurrences.

11.01.2 Spouse shall include registered domestic partner.

11.01.3 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).

11.01.4 Each employee shall be allowed to use a maximum of eighty (80) hours of accrued sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.

11.01.5 In addition, each employee shall be allowed to use fourteen (14) days of accrued sick leave for birth or adoption of a child.

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SECTION 12.00 - COMPASSIONATE LEAVE

- 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.
- 12.02 Immediate family is defined to include: spouse, parent, child, sibling, grandparent, grandchild, domestic partner, and foster children (including step, adoptive, or in-law relatives).
- 12.03 Salary paid during this leave is not deducted from any leave balance. Additional leave may be granted in special circumstances by the City Manager or designee.
- 12.04 In special circumstances, the City Manager or designee may allow an employee to utilize compassionate leave for individuals who are not members of the employee's immediate family.

SECTION 13.00 - MILITARY LEAVE

- 13.01 Military leave shall be granted, in accordance with the provisions of State and Federal Law. Employees entitled to military leave shall give the City an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 14.00 - LEAVE OF ABSENCE

- 14.01 The Human Resources Director may grant a Permanent Employee a leave of absence one time per calendar year without pay not to exceed one year. Leave shall be considered upon written request of the Employee.
 - 14.01.1 Human Resources Director shall consider the recommendation of the Department Head, departmental workload, the best interests of the City, the Employee's duration of employment, the Employee's performance record, and the reason for the leave.
 - 14.01.2 Any Permanent Employee with a non-work-related injury or medical condition who has exhausted all sick leave may request a leave of absence with a doctor's certificate. At the City's discretion and expense, the City at any time may require a medical exam at a facility selected by the City.
 - 14.01.3 On leave without pay status, Employee shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement benefits, credit for time employed or seniority entitlements of any kind) for the period of such status. It is the intent of this subsection that one on leave without pay status is deemed unemployed for the period of such status in terms of earning benefits.
 - 14.01.4 The City Manager may authorize continuation of the employee's elected medical and/or dental coverage for all or part of the duration of leave without pay. This shall be done only in extraordinary circumstances and when it is deemed to be in the best interest of the City.

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- 14.02 A Department Head shall have the authority to approve an unpaid leave not to exceed 160 work hours per fiscal year.
- 14.03 Nothing herein shall preclude an employee from waiving in writing the right to reinstatement as a condition to approval for a leave of absence. Any employee who waives the right may be reinstated in accordance with the City's Personnel Rules & Regulations as if they had been subject to a reduction in force, except that they shall be placed at the bottom of a reemployment list for any position for which they qualify.

SECTION 15.00 - JURY LEAVE

- 15.01 When called to serve on a jury, an employee shall be given leave with pay to do so subject to these conditions:
- 15.01.1 The employee shall notify the Department Head immediately upon receipt of the notice to serve; and
- 15.01.2 Any payment received by the employee while on jury leave for serving on the jury shall be remitted to the City, except for mileage allowance and out-of-pocket expenses.

SECTION 16.00 – WORKERS’ COMPENSATION LEAVE

- 16.01 Employees unable to work because of a work-related illness or injury are eligible for workers’ compensation leave, provided that the Employee has notified superiors of the illness or injury and the claim has not been denied by the Human Resources Director or workers’ compensation insurance administrator authorized by the City.
- 16.02 For all Employees, workers’ compensation leave per incident, shall be paid up to a maximum of 320 hours according to the following table:

<u>HOURS</u>			<u>SALARY RATE</u>
First	80	@	100%
Next	240	@	80%

This leave shall cover all time off from work related to the injury, including doctor's appointments and therapy treatments, provided that said hours do not exceed available workers' compensation leave. Following a maximum of 320 hours of workers' compensation leave, the City shall discontinue direct workers' compensation payments to the employee. This benefit shall be prorated based on the budgeted position. An employee may apply separately for long-term disability insurance, which becomes effective after 320 hours of workers' compensation.

Any employee sustaining such injury or disability may be entitled to compensation to the extent provided by the State Workers' Compensation Insurance Act. An employee who is on an approved Workers' Compensation leave, may utilize their leave accruals to integrate pay so as to receive one hundred percent (100%) of their pay for the time they would have been normally scheduled to work. An employee who has exhausted eligible workers' compensation leave are required to utilize available leave accrual balances (such as sick, vacation, comp time, etc.) to cover any period of unpaid absences.

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- 16.03 An Employee returning from a work-related injury shall submit a medical release by a medical practitioner indicating the employee is able to perform the essential job functions with or without restrictions. If the employee is cleared to return to their position without restrictions, the employee shall return to their previously held position. If the employee has medical restrictions, the City shall schedule a meeting with the employee to engage in the interactive process to determine if the restrictions can be accommodated.
- 16.04 Injured Employees designated Maximum Medical Improvement (MMI) or accepted into a Supplemental Job Displacement Plan and unable to return to their prior occupations may be involuntarily terminated or retired.

SECTION 17.00 - OVERTIME

- 17.01 Employees who work more than a standard forty (40) hour workweek shall be compensated as follows:
 - 17.01.1 All overtime shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off (CTO) in lieu of overtime pay.
 - 17.01.2 In the event the City requires the employee to work overtime, overtime pay or accrual of CTO shall be at the discretion of the employee. However, the determination as to whether overtime pay or CTO shall be taken must be made by the employee at the time the "Request for Additional Pay" form is submitted to the supervisor for signature. Usage of CTO shall be scheduled at the convenience of the City and may be used in the same manner as vacation leave.
 - 17.01.3 A minimum of three hours pay or its equivalent in compensatory time off, at the rate of time and one-half, to be taken at the convenience of the city shall be guaranteed for any employee who, after leaving the employee's place of duty, is required to return to work.
 - 17.01.4 Employees who work less than eight (8) minutes beyond their normal work hours shall not receive overtime.
 - 17.01.5 Overtime occurring on a paid City holiday shall result in pay or CTO at the rate of time and one half in addition to base pay.
 - 17.01.6 CTO may be accrued by the employee throughout the year. However, the accrued hours may not exceed one hundred and sixty hours (160) as of the last day of the pay period including June 1st. Hours in excess of one hundred and sixty (160) hours on that date shall be cashed out in Pay period 12 so the employee's CTO accrual bank is reduced to one hundred and sixty (160) hours.
 - 17.01.7 Any paid accrued leave, specifically sick leave, vacation leave, compensation leave, or compensatory time off, taken by an employee during any work week shall be counted as hours worked for the purpose of calculating overtime.
 - 17.01.8 If a Building Inspector, Public Works Inspector or Housing and Neighborhood Specialist is required to work overtime which extends past 12:00 a.m., the employee

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will not be required to report to their next regular scheduled shift until eight (8) hours after the completion of the overtime. The employee shall be paid from the beginning of their regular scheduled shift.

SECTION 18.00 - HOLIDAYS

18.01 The following shall be paid holidays for the City of Milpitas employees:

1. January 1 (New Year's Day)
2. Third Monday in January (Observance of Dr. Martin Luther King Jr.'s Birthday)
3. Third Monday in February (Observance of President Washington's Birthday)
4. March 31 Cesar Chavez Day
5. Last Monday in May (Observance of Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. One Floating Holiday¹

18.01.1 In the event a holiday falls on a Sunday, the following Monday shall be the holiday instead.

18.01.2 In the event a holiday falls on a Saturday, the preceding Friday shall be the holiday instead.

18.01.3 A holiday is defined as eight (8) regular work hours.

18.01.4 Any other holiday declared by the City Council as a City Holiday for City employees.

18.01.5 For other than five (5) day workweeks, any workweek which includes one or more holidays shall be reduced in hours commensurately. The number of days worked during the workweek shall be subject to the approval of the Department Head.

18.02 Where one of these holidays falls on a working day, employees shall be granted the day off with pay and City offices shall be closed except for such municipal services that must be maintained on an around-the-clock basis seven days a week. Employees who work less than full time shall be entitled to credit for paid holidays on a pro-rated basis. Employees required to perform their regular duties on a holiday shall be granted pay or compensatory time off, at the rate of time and one-half in addition to base salary. For the purposes of this section a holiday shall be deemed to begin and end at 12 midnight.

18.03 Employees shall be permitted to take Good Friday as a vacation day by submitting a written request at least two weeks in advance to the supervisor.

¹ Each employee shall receive one "Floating Holiday" every calendar year. The Floating Holiday will become effective the first day of January or on the date of hire. Floating Holiday must be used during the calendar year accrued. Prior approval must be received in order to utilize the Floating Holiday.

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18.04 In addition to the recognized holidays, City Hall and selected operation will be closed to the public during the period beginning from the Christmas Eve holiday through the New Year's Day holiday. 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. The MOU's provide that when a holiday falls on a Saturday, it is recognized on the preceding Friday, and when a holiday falls on a Sunday it is recognized on a Monday. When the recognized holidays of Christmas Eve and Christmas fall or New Year's Eve and New Year's Day fall on a Friday and Saturday, the holidays shall be recognized on Thursday and Friday of that week. When the recognized holidays of Christmas Eve and Christmas fall or New Year's Eve and New Year's Day fall on the Sunday and Monday, the holidays shall be recognized on the Monday and Tuesday of that week.

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.

The continuation of the holiday closure is subject to the sole discretion of the City Council. As City Council members change, the parties recognize the decision to continue the holiday closure period may also change. The City will give a 14- day notice of any such change.

SECTION 19.00 – TRAINING

19.01 If an employee is directed to participate in a training program, which is related to their job, the City shall provide compensation for the following:

- 19.01.1 Regular wages for time away from the job (if during working hours);
- 19.01.2 Overtime or compensatory time off whenever an employee's combined training time and work time exceeds forty (40) hours in a workweek;
- 19.01.3 Cost of tuition and/or registration for the training;
- 19.01.4 Reimbursement for authorized transportation cost to and from the training. (i.e., mileage reimbursement if an employee uses their personal automobile as allowed by the City. However, if employees car-pool to a training session, only the employee who is the owner of the automobile shall be entitled to mileage reimbursement).

19.02 Participation in and successful completion of training course may be considered in making employment advancements and promotions.

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SECTION 20.00 - ATTENDANCE

20.01 General

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves.

20.02 Unauthorized Absence

20.02.1 An employee whose absence is not authorized shall not receive pay or benefits for the absent period and shall be subject to discipline. Failure on the part of the employee absent without leave to return to duty shall be grounds for discharge. It shall be the responsibility of an employee absent without leave to notify the Department Head of the reason the employee is absent and of the employee's availability for duty.

20.02.2 Except in emergency situations when an employee is physically unable to do so, an employee shall report absence at or prior to the beginning of shift to the supervisor or higher authority. Failure to do so may result in an unauthorized absence.

20.03 Breaks

Employees shall be entitled to the privilege of two 15-minute breaks during each standard workday.

20.04 Responsibility to Maintain Service

No employee shall schedule a break at such time as to leave the office in which the employee works unstaffed.

20.04.1 Persons whose responsibility includes public contacts shall advise a responsible person in their office before leaving for a break.

20.04.2 Persons alone in an office should leave a sign on the door, lock the door, and advise the receptionist before leaving for a break, in order to ease the handling of incoming phone calls and customers that call at the office.

20.05 Limitations for Breaks

20.05.1 For workdays from 8:00 a.m. to 5:00 p.m., the morning break shall be taken between 9:30 a.m. and 11:00 a.m., and the afternoon break shall be taken between 2:30 p.m. and 4:00 p.m.

20.05.2 For irregular workdays, breaks shall be taken after the first one- and-one-half hours and before the last hour of each half shift.

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SECTION 21.00 - PAY PLAN

- 21.01 Advancement shall be based on satisfactory performance and increased service value of an employee to the City as exemplified by the recommendations of the supervising official, length of service, performance record, special training undertaken or other pertinent evidence. No step advancement shall be made so as to exceed the maximum rate established in the pay plan for the class of to which the advanced employee's position is allocated.
- 21.02 In administering the Pay Plan, the following rules shall be observed:
- 21.02.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than Step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with prior approval of the City Manager.
 - 21.02.2 Step "B" represents an incentive adjustment. An employee shall be eligible for Step "B" only after completion of one year from the date of employment on recommendation from the Department Head and approval of the City Manager.
 - 21.02.3 Step "C" represents the rate at which a qualified and experienced employee should be paid after a reasonable period of service. An employee shall become eligible for Step "C" only after he/she has proven himself/herself satisfactory in the given classification for a period of at least one year after completion of his/her probationary period, upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.4 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall become eligible for Step "D" after completion of one year at Step "C" upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for Step "E" after completion of one year at Step "D" upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.6 Employees who have demonstrated outstanding ability may be advanced to the next higher step prior to completion of one year's service at the current step upon recommendation of the Department Head and approval of the City Manager.
 - 21.02.7 Merit increases shall be effective the first full pay period following an employee's eligibility for step increases.
- 21.03 Performance Appraisal Review - Performance appraisals are an important personnel tool, and the City should endeavor to make them promptly.
- 21.04 The City shall evaluate employee's annually from their date of hire or the date they entered their classification. The classification date shall supersede the hire date. In any case, an employee must be evaluated at the completion of probation, be it initial, or as a result of promotion. If an employee does not receive a performance appraisal on the date it is due and is not at the top step of the salary range for his/her classification, the Human Resources Department shall process the

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forms necessary to advance the employee to the next step in the pay range effective the first pay period following the anniversary date. Supervisors must complete a Performance Appraisal Review on a timely basis if they intend to withhold a step advancement for the employee.

If a supervisor subsequently finds that the employee was entitled to a step increase (under this Section) as of that due date, and did not receive it, the step increase shall become effective retroactively as of the due date of the performance appraisal.

If an employee does not receive a performance appraisal within 30 working days after it is due the employee shall have the right to file a grievance. The contents of the "PAR" are not grievable. Grievances are to be conducted under the rules of Section 8.00 of this MOU.

21.05 Salary Following Promotion

Employees receiving a promotion shall receive at least a 5% increase in salary unless limited by the maximum salary range.

21.06 In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment. Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred, and the City may obtain reimbursement by payroll deduction. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Finance Director.

21.07 "Y" Rate Policy: Whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit, without fault or inability on the part of the employee, the City Council shall adopt a "Y" rate to apply only to the employee so affected. A "Y" rate is defined as a monthly salary rate for an individual employee, which is greater than the established range for the employee's class. An employee for whom a "Y" rate is established shall not receive any increase in salary until such time as the employee's rate of compensation is within the established range for the employee's class. An employee who accepts a reassignment to a lower paid position in-lieu of layoff, shall not be "Y" rated.

SECTION 22.00 - RETIREMENT PLAN

22.01 The City will provide the 2% @ 62 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation, depending on the eligibility of the new hires, for employees hired on or after January 1, 2013. Employee shall be responsible for the employee portion of the contribution to PERS retirement.

22.02 The City will provide the 2% @ 60 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation to all new hires (Section 20475: Different Level of Benefits Provided for New Employees) hired on or after October 9, 2011 the date that the PERS ordinance was adopted by the City Council. Employees shall be responsible for the employee portion of the contribution to PERS retirement.

22.03 For employees hired before October 9, 2011, the City agrees to continue the 2.7% @ 55 Public Employees' Retirement System (PERS) retirement benefit for the term of this contract, including the final year compensation amendment and 1959 Survivors Benefit in full force and effect.

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Effective July 1, 1995, the City agrees, as allowed under Internal Revenue Code Section 414(h)(2), the implementation of the Public Employees' Retirement System (PERS) "Pick-Up" program (TDMC) as outlined in PERS Circular Letter 100-364. In completing the conversion to the IRS 414 (h) (2) program, the increase in salary was calculated on the employee's base salary.

Effective the first full pay period including July 1, 2016, in addition to paying the employee PERS contribution rate to the Miscellaneous Plan, employees will pay 1.0% of PERSable salary toward the employer PERS contribution rate on a pre-tax basis.

Effective the first full pay period including July 1, 2017, employees will no longer contribute toward the employer PERS contribution rate.

- 22.04 Upon retirement, disability retirement, or death, for those employees who were hired on or before July 17, 1999, and who had at least five (5) years of service, the City shall pay the separating employee or his or her estate, for unused accrued sick leave. The amount paid shall be equal to 2.5% per year of service for unused accrued sick leave. The pay-out formula shall be: 2.5% x years of service x highest hourly rate x sick leave hours accrued.

22.04.1 Upon retiring with PERS, all employees shall be eligible for the PERS Credit for Unused Sick Leave provision (20965) of the City's PERS Retirement plan. Employees hired on or before July 17, 1999, may elect either the payout formula in Section 10.03 or the PERS Credit for Unused Sick Leave plan.

- 22.05 For the purpose of this section, an employee who is retiring is one who has submitted an application for retirement to the Public Employees Retirement System (PERS).

22.06 Retiree Medical

22.06.1 For permanent employees hired before July 1, 1995, and retired between July 1, 1990 and September 1, 2002, who had at least five (5) years of service in the City of Milpitas, the City agrees to pay any single, medical premium rate, as long as the retiree maintains enrollment in one of the eligible health plans.

22.06.2 For permanent employees hired before July 1, 1995, and retired after September 1, 2002, who had at least five (5) years of service in the City of Milpitas, the City agrees to pay up to the single, medical premium rate (at a rate no higher than any single plan paid by City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.

22.06.3 For permanent employees hired on or after July 1, 1995, and retiring on or after September 1, 2002, the City agrees to pay up to the single, medical premium rate (at a rate no higher than any single plan paid by City of active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:

- (a) Upon completion of the fifth through the ninth year of service with the City of Milpitas, and upon retirement, the City shall provide 25% of the medical insurance premium payment for the employee only, as long as the employee remains in one of the City sponsored eligible health care programs.

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- (b) Upon completion of the ninth year, this payment of the retiree's medical insurance shall increase to 50%.
- (c) Upon completion of the fourteenth year, this payment of the retiree's medical insurance shall increase to 75%.
- (d) Upon completion of the nineteenth year, this payment of the retiree's medical insurance shall increase to 100%.
- (e) Once any retiree becomes Medicare eligible, City shall pay up to the appropriate Medicare rate per the above sections.
- (f) Retirees may elect to continue coverage for a dependent under the retiree dependent health care fund provided that the dependent is covered by the group plan at the time the employee retires and maintains enrollment as set forth in Section 22.06.2.

22.07 Retiree Dependent Health Care

22.07.1 The Retiree Dependent Health Care Fund

Each year, the City will contribute 1% of payroll with benefits to a fund to be used to help pay the medical premiums of retirees' dependents (the "Fund"). The City's annual 1% of payroll with benefits contribution shall be recalculated each year based on ProTech's payroll as of the last full pay period in June. The City will annually deposit this amount in the Fund by the end of August.

The City will annually present a report to the ProTech president indicating the City's annual contribution, the total dollars in the Fund, and a brief description of how and the extent to which the 1% was used in the previous fiscal year to pay for the medical premiums of retirees' dependents. The City will use this report to set retiree dependent contribution rates. The City will also prepare projections for the following fiscal year for contributions and expenditures. The Human Resources Director and ProTech president will meet to discuss corrective measures so the fund does not deplete or end with a negative balance before the next year's contributions is due.

22.07.2 Contributions From the Fund toward Retiree Dependent Premiums

Contributions from the Fund toward the medical premiums of retirees' dependents shall be as follows:

- (a) For permanent ProTech employees hired before July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas, the City agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans.
- (b) For permanent ProTech employees hired on or after July 1, 1995, and retired on or after December 5, 2006 (City Council adoption), who have at least five (5) years of full-time or equivalent service with the City of Milpitas; the City

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agrees to pay from the Fund up to the family medical premium rate (at a rate no higher than any family plan paid by the City for active employees), as long as the retiree maintains enrollment in one of the eligible health plans and shall be subject to the following provisions with respect to the retirement benefits:

- (1) Upon completion of the fifth through the ninth year of service, and upon retirement, the City agrees to provide 25% of the medical insurance premium payment from the Fund for the retiree dependent, as long as the employee remains in one of the City sponsored eligible health care programs.
- (2) Upon completion of the ninth year, this payment of the retiree's dependent medical insurance shall increase to 50%.
- (3) Upon completion of the fourteenth year, this payment of the retiree's dependent medical insurance shall increase to 75%.
- (4) Upon completion of the nineteenth year, this payment of the retiree's dependent medical insurance shall increase to 100%.
- (5) Once any dependent becomes Medicare eligible, the City agrees to pay from the Fund up to the appropriate Medicare rate per the above sections.

22.07.3 In no case will the City be required to place funds in the Fund above the 1% of payroll with benefits amount. If funds are depleted before the next year's City contribution is due, dependent medical premiums will be the responsibility of the retiree and/or dependent. If less than 1% of payroll with benefits is used in a given year for the medical premiums of retirees' dependents, the remainder shall remain in the Fund and may be used in future years to supplement the City's annual 1% of payroll with benefits contribution if this contribution is insufficient in a given year to make all the payments set forth in 22.06.2 above.

SECTION 23.00 - BENEFITS

23.01 The City shall provide active employees the CalPERS medical insurance for health benefits. The total monthly health benefit per employee shall be based on the Kaiser rates for employee, employee + 1, and family plan. Only employees who have eligible dependents shall be compensated above the single rate plans.

23.01.1 The City reserves the right to discontinue offering any of the medical plans due to any of the following:

- (a) The plan imposes exorbitant costs upon the City;
- (b) The health care carrier refuses to provide services to the City;
- (c) The health care provider no longer offers the services; or
- (d) The health plan is discontinued.

23.01.2 If the City discontinues use of CalPERS health care, to the extent possible, the City will provide similar services.

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- 23.01.3 The City will provide a life insurance policy in the amount of \$50,000.00 for each full-time member of the Association.
- 23.01.4 The City shall provide a Short Term Disability Plan with the current benefit level for the term of Agreement.
- 23.01.5 The City shall provide a Long Term disability with the current benefit level for the term of Agreement.
- 23.01.6 Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.
- 23.01.7 Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of two hundred and fifty dollars (\$250.00) per month, pro-rated over twenty-six (26) pay periods. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.
- 23.01.8 ProTech agrees to discuss a "cafeteria style" benefit plan upon request of the City.
- 23.01.9 Effective February 4, 2015, the City will pay seventy-five dollars (\$75) per month toward deferred compensation for each member. The City's payments will be pro-rated over twenty-six (26) pay periods per year.
- 23.02 Benefit Contribution – Regular Part-Time Employees: The City agrees to contribute monthly premiums for medical, dental and life insurance in an amount to reflect hours budgeted, pro-rated against the amount contributed for full time employees. For example, half-time employees may elect to take any or all of the benefits and the City and the employee will both pay 50% or half of the elected benefit cost(s). The City agrees to provide short-term disability and long-term disability insurance benefits, at the current benefit level for the term of Agreement.

SECTION 24.00 – TEMPORARY UPGRADE PAY/WORK OUT OF CLASS

- 24.01 The City agrees that upon specific written assignment by the Department Head, or the designated representative, an employee may be required to assume the duties, responsibilities, authority and accountability of a higher classification.
- 24.02 Employees assigned to duties of a higher class for at least sixteen (16) hours to work in an out-of-class capacity with fully upgraded duties or classification (100%) shall qualify for Temporary Upgrade Pay. Employee shall be compensated at least 5% more than their salary or at the entrance step of the range of the higher classification, whichever compensation pattern is greater except where such increase exceeds the pay range allocated to the assigned position. The employee shall be compensated at the appropriate rate retroactive to the start of the assignment.

If an individual is placed into an out of class position that is vacant and during a recruitment the hours in this position cannot exceed 960 hours.

Any employee who has satisfactorily served in a temporary capacity for a minimum of three months, and is selected for a permanent appointment to the same class by the appointing

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authority, with the Department Head with City Manager approval, may receive credit towards completion of the probationary period up to the duration of the temporary appointment.

- 24.03 An employee seeking additional training in another class may waive his/her right to work out of class pay in order to pursue desired training.

SECTION 25.00 - NO DISCRIMINATION

The City of Milpitas has a zero tolerance policy to discrimination and/or harassment in the workplace. Discrimination against or harassment of an applicant or employee by a supervisor, management employee, co-worker, contractor or other third party with whom the applicant or employee comes into contact with on any legally-protected basis (e.g., race, color, religion (including dress and religious grooming), religious creed, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity (including transgender identity), gender expression, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, victim of domestic violence, age, sexual orientation, denial of medical and family care leave, or military and veteran status) is strictly prohibited and will not be tolerated.

- 25.01 The Association shall not restrict its membership in regard to any legally-protected basis (e.g., race, color, religion (including dress and religious grooming), religious creed, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity (including transgender identity), gender expression, national origin, ancestry, physical and/or mental disability, medical condition, genetic information, marital status, victim of domestic violence, age, sexual orientation, denial of medical and family care leave, or military and veteran status) is strictly prohibited.

SECTION 26.00 - SALARY

- 26.03 July, 2023 Salary Schedule Increase: Effective July 1, 2023, the July 2023 Salary Schedule shall be increased by 4%. This shall be the July 2023 Salary Schedule.
- 26.04 July, 2024 Salary Schedule Increase: Effective with the first full pay period in July 2024, the July 2024 Salary Schedule shall be increased by 4%. This shall be the July 2024 Salary Schedule
- 26.05 The monthly salary schedules labeled Appendix "A" and attached hereto are hereby made a part of this Memorandum of Understanding.

SECTION 27.00 - BILINGUAL ASSIGNMENT

- 27.01 The City agrees to pay a premium of 2.5% of base pay to employees with bilingual skills in positions which the City has determined the use of bilingual skills are necessary or desired to serve the Milpitas community.
- 27.01.1 Bilingual assignment shall be recommended by the Department Head and approved by the City Manager. In order to receive bilingual assignment, the employee must undergo and pass the appropriate testing to be certified as bilingual. The Department Head with the approval of the City Manager shall have the authority to terminate bilingual assignments when either: (1) the need no longer exists; (2) the number of employees who are certified as bilingual is more than is needed for the department; or (3) employees certified as bilingual are only called upon periodically to translate.

ProTech

July 1, 2023 through June 30, 2025

27.01.2 Employees may request to be tested for bilingual certification at any time. Authorization for testing is subject to the needs of the department as determined by the Department Head and approved by the City Manager or designee. The method for such certification shall be the same for all bargaining units having bilingual assignment provisions.

SECTION 28.00 - WORK SCHEDULES

- 28.01 All employees shall work a standard bi-weekly schedule of eighty (80) hours. The Department Head shall have the authority to review and as necessary modify the work schedule provided employees are given 60 day notice. In establishing the schedule, consideration shall be given to the staffing needs of the department and the concerns of the employees. It is understood and agreed, that this shall not restrict or limit the ability of the City to modify schedules to respond to emergencies or immediate service needs of the City.
- 28.02 An employee may request consideration of a flexible work schedule to meet legitimate personal needs, such as childcare, transportation, etc. The Department Head shall consider each such request, and based on the needs of the City and the employee, make a final determination.
- 28.03 The City agrees to review requests for Alternate Work Schedules. Proposals for alternate work schedules shall be evaluated within each department and for each position. Alternate work schedules may not be appropriate for all departments or employees. In reviewing requests, the City shall take into consideration the City's desire to maintain a level of service, determined by the City, in addition to the employees' needs. The Department Head shall make a recommendation to the City Manager, whose decision is final and not grievable.
- 28.04 Employees who are temporarily assigned to shifts in which one-half of their hours fall between the hours of 6:00pm and 8:00am three or more times within an established work week shall receive a five percent (5%) premium for all hours worked. The 5% premium shall be calculated on the employee's base hourly rate of pay.

Alternate work schedules, which have been approved, shall be subject to Section 29.01.

SECTION 29.00 - HEALTH & SAFETY

- 29.01 The Risk Management & Safety Committee: The City is committed to the concept that the work place be a safe environment for all employees. In recognition of the City's and the Association's mutual interest in mitigating and/or eliminating present and future health hazards in the work place, the Risk Management & Safety Committee was created.
- 29.02 The City of Milpitas will assess the workstations of employees under the guidance of a specialist in Ergonomics. The Ergonomic specialist shall make recommendations and the City of Milpitas will act accordingly.
- 29.03 The City shall reimburse up to \$300 per employee per fiscal year towards the purchase of safety prescription eyeglasses provided that they are not fully covered by the employee's health plan. Replacement costs may be covered upon approval of the Human Resources Director if there has been a significant change in the employee's prescription or damage occurred as a result of a work-related accident.

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- 29.04 The City shall reimburse employee's up to \$300 per fiscal year for eyeglasses when prescribed by a physician for use at a video display terminal, provided the glasses are not fully covered by the employee's health care plan. The employee must apply for any available insurance coverage.
- 29.05 The City shall provide up to \$300 reimbursement per employee per fiscal year for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

For classifications in the Housing and Neighborhood Preservation Specialists, Plan Checkers, and Engineers series, the City shall provide up to \$300 reimbursement per employee bi-annually, on a fiscal year basis, for the purchase of safety shoes and accessories with the provision that said footwear meets safety guidelines set by the City.

- 29.06 It is understood that the wearing of said items is mandatory for field work when reimbursement is provided.

SECTION 30.00 - MISCELLANEOUS

- 30.01 Working Hours: Any modification of hours of employment, which are not diminimus, shall be subject to the rules and regulations of the Meyers-Milias-Brown Act ("MMBA").
- 30.02 Replacement of Personal Articles: City may replace, within reason, personal articles damaged or stolen during performance of duty upon recommendation of the individual's immediate supervisor and Department Head. The prior condition of the article, precautions taken to protect the article, and the exercise of proper judgment of wearing or using an expensive article on the job that has certain hazards connected with it shall be considered in determining the amount of replacement. An employee must obtain prior approval from his/her supervisor to bring in and use personal articles in the line of work.
- 30.03 Negotiations: Negotiations for a new Memorandum of Understanding shall commence three months before the end of the last contract year.
- 30.04 The City shall study the classifications and salaries of ProTech members during the term of this MOU and provide the information to ProTech upon receipt. The City agrees to meet with the Union to discuss implementation of the results.

SECTION 31.00 - EMPLOYEE FITNESS PROGRAM

- 31.01 The City of Milpitas agrees to provide to the employees a fitness program that allows employees the opportunity to participate in City-sponsored sports and fitness programs at no cost during the employee's non-working hours. All conditions and requirements regarding use of the Sports Center and/or Senior Center, as set by the Recreation Services Manager, must be followed to remain eligible for this program.

SECTION 32.00 - LATERAL TRANSFERS/PROMOTIONAL OPPORTUNITIES

- 32.01 Employees shall be considered for lateral transfer/promotional opportunities subject to the following conditions:

ProTech

July 1, 2023 through June 30, 2025

- 32.01.1 The transfer must be recommended by both the outgoing and incoming supervisor and approved by the Department Head.
- 32.01.2 The transfer must be approved by both the outgoing and incoming Department and/or Division Head.
- 32.01.4 Employees who are performing “below expectations” or “unsatisfactory” shall not be considered for lateral transfers. This shall be determined by examination of the most recent employee appraisal on file. If the appraisal on file is more than ten (10) months old, a new appraisal shall be done prior to the time the transfer is finalized.
- 32.01.5 Employees who are transferred by request between Departments or between different classifications shall be subject to a new six-month probationary period. Employees failing to complete probation following such a transfer shall be reinstated to the position from which transferred.
- 32.01.6 All vacant permanent positions shall be opened to lateral transfer within the same classification.
- 32.01.7 Written notice of a vacant permanent position shall be circulated by the Human Resources Department. The notice shall include the opening and closing dates for the acceptance of lateral transfer requests and promotional applications.
- 32.01.8 A period of ten (10) working days shall be allowed during which written requests for lateral transfer and/or promotion must be submitted by any interested employee.
- 32.01.9 Requests shall be reviewed and all applicants notified of their status and scheduled for an oral interview within five (5) working days of the closing date.
- 32.01.10 Oral interviews of eligible employees shall be conducted by the hiring supervisor.
- 32.01.11 Written notice of the results of the interview process shall be made by the hiring supervisor within five (5) working days of the last interview.
- 32.01.12 Exceptions to the above process due to working conditions and/or the needs of the City may be approved by the Department Head.
- 32.02 Permanent employees may have a reasonable amount of time, during normal work hours, without loss of pay or accrued leave for a City of Milpitas civil service interview (lateral or promotion). Employees are required to provide at least two (2) days notice to their supervisor.

A “reasonable” amount of time is defined as the time needed to participate in the interview by the Human Resources Department. Employees must report to work as soon as the interview ends in order to avoid charging the time in excess to accrued leave or unpaid leave.
- 32.03 To qualify for a department interview, an employee must meet the minimum qualifications listed on the job announcement, including passing any required testing, or be a lateral transfer to the position. All internal candidates who meet these requirements will be invited to participate in a departmental hiring interview.

ProTech
July 1, 2023 through June 30, 2025

SECTION 33.00 - MILEAGE REIMBURSEMENT

- 33.01 When available, the City shall furnish vehicles from the City's car pool to conduct official City business. In the event a pool car is unavailable, the employee shall use the employee's own vehicle on a temporary basis.
- 33.02 An employee shall receive authorization from their Department Head or their designee prior to using the employee's own vehicle.
- 33.03 Temporary basis shall be defined as no more than five (5) consecutive working days unless otherwise agreed to by the employee. Employees who use their car on a temporary basis shall be reimbursed by the City at the rate established by the IRS.
- 33.04 Any employee who drives their own vehicle on official City business must have a valid California driver's license and proof of valid insurance.

SECTION 34.00 - TUITION REIMBURSEMENT

- 34.01 The City of Milpitas will provide a tuition reimbursement program for educational activities which are job related to any classification within the City and approved in advance by the Department Head and the Human Resources Director. The amount of the fund shall not exceed the amount budgeted for this purpose. Subject to the availability of monies in the fund, individual employees are subject to a total reimbursement of \$2,000 per fiscal year. Reimbursement is subject to the guidelines outlined in the Tuition Reimbursement Standard Operating Procedure (S.O.P.) 16-13.

SECTION 35.00 – INCENTIVE PAY

- 35.01 Certification Pay

City will provide 1% certification pay on the following certifications for positions in the classification of Building Inspector and Sr. Building Inspector:
 - (a) 1% for Residential Plans Examiner Certification and
 - (b) 1% for Building Plans Examiner Certification
- 35.02 During the term of this agreement, the parties agree to revisit the topic of additional certification pay, which would be subject to Department Head approval.

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35.03 As part of the Tuition Reimbursement Program per Section 35.00 of the Pro-Tech MOU, the above certification tests will be reimbursed to full time regular employees. In addition full time regular employees will be permitted to take the certification tests during regular work hours. Employees will be compensated their regular wages if the test is taken during a regularly scheduled workday between regularly scheduled work hours, and employee is not eligible for overtime if the test exceeds the regular work day as this is a fringe benefit and not required.

35.04 Longevity Pay

Effective the first full pay period in July, 2023, employees shall be eligible for longevity pay as follows:

- (a) Effective the first full pay-period after the employee's 9th year of service, a longevity incentive of one percent (1%) over base pay.
- (b) Effective the first full pay-period after the employee's 14th year of service, a longevity incentive of two percent (2%) over base pay,
- (c) Effective the first full-pay period after the employee's 19th year of service, a longevity incentive of three percent (3%) over base pay,

SECTION 36.00 – NO STRIKE CLAUSE

36.01 The Union, on its own behalf and on behalf of the unit employees it represents, agrees that during the term of this MOU, and throughout all periods when there is any effort or procedure underway to arrive at a successor MOU and during any period when the law specifically prohibits strike activity, there will be no strikes, work stoppages, concerted unauthorized absences, slow-downs, or refusals to cross picket lines of any sort; and that the Local will not directly or indirectly encourage or condone such actions by unit employees, and will undertake all possible steps to cause any such actions to cease.

36.02 Any bargaining unit member violating this provision shall be subject to disciplinary action up to and including termination of employment.

36.03 This provision may be specifically enforced in any court of competent jurisdiction.

SECTION 37.00 – LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

37.01 ProTech members currently participate in the LIUNA National Pension Fund under terms set forth in Section 37.00 of the Memorandum of Understanding approved by City Council on February 19, 2013, and covering the period from January 1, 2013 through December 31, 2013, (hereafter "PRIOR MOU") and the Standard Form of Participation Agreement signed by the City and ProTech in 2001. It is agreed between the Parties that this section 37.00 shall replace that earlier Section 37.00 part of the PRIOR MOU until such time as ProTech, or its successor bargaining group or individual employee successors no longer participate in the LIUNA National Pension Fund and there exists no obligation on behalf of the City or ProTech or its successor bargaining group or individual employee successors to contribute funds to the LIUNA National Pension Fund, or this Section 37.00 is rescinded or modified by mutual agreement.

37.02 It is further agreed between the Parties that all obligation to make payments to the LIUNA National Pension Fund (including the \$.56 City contribution referred to in Section 37.01 of the

ProTech

July 1, 2023 through June 30, 2025

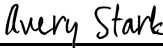
PRIOR MOU) for pension coverage for ProTech employees shall be paid by ProTech employees and the City will have the right to deduct the payment from ProTech employee wages and make such payments as are due directly to the LIUNA National Pension Fund. This shall include any obligation to make payments to the LIUNA National Pension Fund as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election for “preferred” benefits under the current Rehabilitation Plan or any other reason. It is further agreed that the City as employer shall elect, if such option is available, the “preferred” payment option, allowing ProTech employees enhanced benefits, payment for which ProTech employees will be responsible, as agreed and set forth above, but with the understanding that if payments are also due for past obligations under the “preferred” plan, then ProTech employees shall be responsible for such amounts which the City may also deduct in reasonable payment amounts from ProTech employee wages.

- 37.03 Employee liability for LIUNA pension payments as described in paragraph 37.02 above do not include any fund liability for the City’s unilateral withdrawal from the LIUNA National Pension Fund, were that to occur in the future. Responsibility for such liability, were it to occur, shall remain subject to future negotiations between the Parties.
- 37.04 Deductions from ProTech employee wages, as set forth in paragraph 37.02 above, shall be processed and deducted as pre-tax pension benefit payments from current and future ProTech employees and will include a pro rata share of the indebtedness owed for ProTech employees, including retirees, until such time as that indebtedness is satisfied.
- 37.05 To the extent this Section is inconsistent with the PRIOR MOU this Section shall prevail and constitute the intent and govern the rights of the Parties.
- 37.06 By inclusion of this section in this MOU, all parties agree that this matter has been fully discussed amongst the Parties and all meet and confer obligations under the law, including the Meyers-Milias-Brown Act, have been fully complied with.

ProTech
July 1, 2023 through June 30, 2025

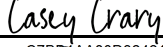
This comprehensive Memorandum of Understanding represents a complete and final understanding of all issues negotiated between the City representatives and the Association's representatives and is endorsed this __ Day of _____.

ASSOCIATION REPRESENTATIVES

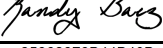
DocuSigned by:

Avery Stark

DocuSigned by:

Ruby General

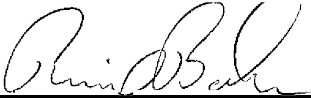
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Casey Cravy

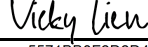
Lorin Preston

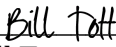
DocuSigned by:

Randy Baez


Ryan Heron, Local 792

CITY REPRESENTATIVES


Richard C. Bolanos

DocuSigned by:

Vicky Lien

DocuSigned by:

Bill Tott

ProTech

July 1, 2023 through June 30, 2025

Appendix A1– SALARY SCHEDULE			
4% Salary Increase			
Effective July 1, 2023			
Job Classification	Annual Salary		
Accountant	\$ 103,614.85	-	\$ 125,925.82
Accounting Technician I	\$ 67,479.40	-	\$ 82,022.32
Accounting Technician II	\$ 74,226.96	-	\$ 90,223.29
Assistant Engineer	\$ 112,264.94	-	\$ 136,459.79
Assistant Planner	\$ 107,647.32	-	\$ 130,827.90
Associate Civil Engineer	\$ 129,104.10	-	\$ 156,928.53
Associate Planner	\$ 123,774.79	-	\$ 150,454.35
Building Permit Technician	\$ 82,202.95	-	\$ 99,921.72
Building/NP Inspector	\$ 108,955.25	-	\$ 132,435.70
Case Manager	\$ 73,654.26	-	\$ 91,918.96
Code Enforcement Officer	\$ 95,267.33	-	\$ 115,819.08
Community Service Officer	\$ 91,149.68	-	\$ 110,793.70
Electrical/Building Inspector	\$ 114,403.81	-	\$ 139,057.80
Engineering Aide	\$ 89,279.32	-	\$ 108,518.82
Engineering Permit Technician	\$ 80,366.94	-	\$ 97,685.79
Environmental Inspector	\$ 114,403.81	-	\$ 139,057.80
GIS Technician	\$ 112,264.94	-	\$ 136,460.33
I T Technician	\$ 89,322.31	-	\$ 108,570.74
Junior Engineer	\$ 102,058.42	-	\$ 124,053.03
Junior Planner	\$ 92,402.98	-	\$ 112,316.59
Marketing Coordinator	\$ 86,736.21	-	\$ 105,428.15
Office Assistant I	\$ 58,679.77	-	\$ 71,324.76
Office Assistant II	\$ 64,544.75	-	\$ 78,453.59
Office Specialist	\$ 74,226.15	-	\$ 90,223.29
Payroll Specialist	\$ 79,275.33	-	\$ 96,358.39
Plan Check Engineer	\$ 132,118.52	-	\$ 160,673.30
Plan Checker	\$ 112,659.46	-	\$ 136,947.05
Planning Technician	\$ 82,202.95	-	\$ 99,921.72
Program Coordinator	\$ 80,888.81	-	\$ 106,473.79
Public Services Assistant I	\$ 67,479.40	-	\$ 82,022.32
Public Services Assistant II	\$ 74,226.96	-	\$ 90,223.29
Public Works Inspector	\$ 108,955.25	-	\$ 132,435.70
Recreation Svcs Assistant I	\$ 38,142.35	-	\$ 46,363.05
Recreation Svcs Assistant II	\$ 45,287.13	-	\$ 55,051.01
Recreation Svcs Assistant III	\$ 52,056.60	-	\$ 63,274.68
Recreation Svcs Assistant IV	\$ 61,076.33	-	\$ 74,238.05
Senior Accounting Technician	\$ 81,649.71	-	\$ 99,246.26
Senior Building Inspector	\$ 125,842.54	-	\$ 152,962.85
Senior Plan Check Engineer	\$ 145,330.00	-	\$ 176,636.37
Senior Public Works Inspector	\$ 125,843.35	-	\$ 152,962.85
Sr Code Enforcement Officer	\$ 111,800.67	-	\$ 135,882.76
Sr. Public Services Assistant	\$ 82,795.40	-	\$ 100,638.28

ProTech

July 1, 2023 through June 30, 2025

Appendix A2– SALARY SCHEDULE			
4% Salary Increase			
Effective first full pay period in July, 2024			
Job Classification	Annual Salary		
Accountant	\$ 107,759.44	-	\$ 130,962.85
Accounting Technician I	\$ 70,178.58	-	\$ 85,303.22
Accounting Technician II	\$ 77,196.04	-	\$ 93,832.22
Assistant Engineer	\$ 116,755.54	-	\$ 141,918.19
Assistant Planner	\$ 111,953.21	-	\$ 136,061.02
Associate Civil Engineer	\$ 134,268.27	-	\$ 163,205.67
Associate Planner	\$ 128,725.78	-	\$ 156,472.52
Building Permit Technician	\$ 85,491.07	-	\$ 103,918.59
Building/NP Inspector	\$ 113,313.46	-	\$ 137,733.13
Case Manager	\$ 76,600.43	-	\$ 95,595.72
Code Enforcement Officer	\$ 99,078.02	-	\$ 120,451.84
Community Service Officer	\$ 94,795.66	-	\$ 115,225.44
Electrical/Building Inspector	\$ 118,979.96	-	\$ 144,620.11
Engineering Aide	\$ 92,850.49	-	\$ 112,859.57
Engineering Permit Technician	\$ 83,581.61	-	\$ 101,593.22
Environmental Inspector	\$ 118,979.96	-	\$ 144,620.11
GIS Technician	\$ 116,755.54	-	\$ 141,918.75
I T Technician	\$ 92,895.21	-	\$ 112,913.57
Junior Engineer	\$ 106,140.76	-	\$ 129,015.15
Junior Planner	\$ 96,099.10	-	\$ 116,809.25
Marketing Coordinator	\$ 90,205.66	-	\$ 109,645.27
Office Assistant I	\$ 61,026.97	-	\$ 74,177.75
Office Assistant II	\$ 67,126.54	-	\$ 81,591.73
Office Specialist	\$ 77,195.20	-	\$ 93,832.22
Payroll Specialist	\$ 82,446.34	-	\$ 100,212.73
Plan Check Engineer	\$ 137,403.26	-	\$ 167,100.23
Plan Checker	\$ 117,165.83	-	\$ 142,424.94
Planning Technician	\$ 85,491.07	-	\$ 103,918.59
Program Coordinator	\$ 84,124.36	-	\$ 110,732.74
Public Services Assistant I	\$ 70,178.58	-	\$ 85,303.22
Public Services Assistant II	\$ 77,196.04	-	\$ 93,832.22
Public Works Inspector	\$ 113,313.46	-	\$ 137,733.13
Recreation Svcs Assistant I	\$ 39,668.05	-	\$ 48,217.58
Recreation Svcs Assistant II	\$ 47,098.62	-	\$ 57,253.05
Recreation Svcs Assistant III	\$ 54,138.86	-	\$ 65,805.67
Recreation Svcs Assistant IV	\$ 63,519.38	-	\$ 77,207.57
Senior Accounting Technician	\$ 84,915.70	-	\$ 103,216.11
Senior Building Inspector	\$ 130,876.24	-	\$ 159,081.36
Senior Plan Check Engineer	\$ 151,143.20	-	\$ 183,701.82
Senior Public Works Inspector	\$ 130,877.08	-	\$ 159,081.36
Sr Code Enforcement Officer	\$ 116,272.69	-	\$ 141,318.07
Sr. Public Services Assistant	\$ 86,107.21	-	\$ 104,663.81

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING THE
EXTENSION OF THE MEMORANDUM OF UNDERSTANDING WITH THE MILPITAS
EMPLOYEES ASSOCIATION, AN AFFILIATE OF LIUNA/UPEC LOCAL 792, FOR THE
PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026 AND APPROVE AND ADOPT THE PAY
SCHEDULE TITLED “ALL JOB CLASSIFICATIONS/SALARY TABLE”**

WHEREAS, the most recent Memorandum of Understanding (MOU) between the Milpitas Employees Association (MEA), an affiliate of LIUNA/UPEC Local 792, and the City of Milpitas covered the period of July 1, 2023 through June 30, 2025; and

WHEREAS, representatives of MEA and UPEC Local 792 and the City of Milpitas met in good faith and negotiated an extension and amendment of the MOU; and

WHEREAS, the Extension of the MOU between MEA and the City of Milpitas shall be effective July 1, 2025, through June 30, 2026, a copy of which is attached as “**Exhibit B**.”

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 Extension of the MOU between the Milpitas Employees Association and the City of Milpitas, attached hereto as **Exhibit B**, is hereby approved and the City Representatives are hereby authorized to execute it.
3. The City Council adopts and approves **Exhibit C**, the pay schedule “ALL JOB CLASSIFICATIONS/SALARY TABLE effective July 1, 2025”.

PASSED AND ADOPTED this ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

EXTENSION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MILPITAS AND THE MILPITAS CITY EMPLOYEES' ASSOCIATION

The City of Milpitas and the Milpitas City Employees' Association ("Union") through their designated bargaining representatives, hereby agree that the term of the parties' Memorandum of Understanding ("MOU"), presently in effect from July 1, 2023 through June 30, 2025, will be extended for a period of twelve months, from July 1, 2025 until June 30, 2026. Except as expressly revised below, all terms and conditions of the MOU shall remain in full force and effect for the term of the extension. The parties further agree that during the term of this Extension Agreement, that they will meet and confer as provided in the attached Reopener Clause.

The following sections of the MOU are revised as follows:

SECTION 1.00 - PREAMBLE

1.01 The term of the existing MOU expired on June 30, 2025. By this Extension Agreement, the term of the MOU is extended by twelve months, to expire on June 30, 2026.

SECTION 16.00 – SALARY

16.02 Effective the first full pay period in July, 2025, the monthly salary schedule labeled Appendix A to the MOU, shall be increased by three percent (3%).

16.03[NEW] As soon as administratively possible following adoption of this Extension Agreement by the City Council, the City will pay each bargaining unit member a one-time lump sum, non-pensionable payment of two thousand four hundred and fifty dollars (\$2,450.00).

Incorporation of the following attached Side Letters:

- I. SECTION 17.00 OVERTIME – Not fully executed
- II. SECTION 18.00 - STANDBY ASSIGNMENT – Fully executed 09/17/2024
- III. TEMPORARY CONTRACTING SERVICES – Fully executed 06/22/2022

DATE: _____

BY THE CITY:

Richard C. Bolanos, LCW

Kelli Parmley

Deanna J. Santana

BY THE UNION:

Signed by: *Ryan Heron* Aug-06-2025
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Ryan Heron, UPEC Local 792

DocuSigned by: *Martin Herrera* Aug-05-2025
54E32E28CB0E4B3
Martin Herrera

Signed by: *Paul Rubino* Aug-05-2025
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Paul Rubino

DocuSigned by: *Jorge Cortes* Aug-06-2025
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Jorge Cortes

Signed by: *Jimmy De Rosa* Aug-05-2025
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Jimmy De Rosa

DocuSigned by: *Eddie Clements* Aug-06-2025
FAA2A883E171482
Eddie Clements

DocuSigned by: *Ronnie Cruz* Aug-05-2025
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Ronnie Cruz

Signed by: *Christopher Blake* Aug-05-2025
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Christopher Blake

City of Milpitas and LIUNA Local 792 - Proposed Reopener Clause – Minimum Qualifications and Duties Discussion

The City of Milpitas (“City”) and the designated bargaining representative for the Milpitas Employees’ Association, LIUNA Local 792 (“Union”), having met and conferred over extension of the parties’ bargaining agreement (“MOU”), hereby agree that within thirty (30) days of the adoption of the Extension Agreement, there shall be a reopener to meet and confer on the topic of minimum qualifications and duties in the job descriptions for the following job classifications in the City’s Public Works Department:

Within the Utilities Division

- *Equipment Maintenance Worker II*
- Equipment Maintenance Worker III
- Maintenance Worker I
- Maintenance Worker II
- *Maintenance Worker III*
- *Senior Public Works Lead*

Within Facilities

- *Senior Public Works Lead*
- Maintenance Worker II

Within Parks/Trees and Landscape

- Maintenance Assistant

Within Streets and Signs

- *Equipment Maintenance Worker II*
- Equipment Maintenance Worker III

The City agrees that the Public Works Director will participate directly in these discussions.

*Classifications in italics indicates classifications proposed by the Union to be revised.

DATE: _____

BY THE CITY:

Richard C. Bolanos, LCW

Kelli Parmley

Deanna J. Santana

BY THE UNION:

Signed by:
Ryan Heron Aug-06-2025
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Ryan Heron, UPEC Local 792

DocuSigned by:
Martin Herrera Aug-05-2025
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Martin Herrera

Signed by:
Paul Rubino Aug-05-2025
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Paul Rubino

DocuSigned by:
Jorge Cortes Aug-06-2025
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Jorge Cortes

Signed by:
Jimmy De Rosa Aug-05-2025
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Jimmy De Rosa

DocuSigned by:
Eddie Clements Aug-06-2025
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Eddie Clements

DocuSigned by:
Ronnie Cruz Aug-05-2025
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Ronnie Cruz

Signed by:
Christopher Blake Aug-05-2025
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Christopher Blake

**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 17.00 provides terms related to overtime compensation when an employee is asked to return to work after leaving the worksite. During the negotiations process the parties tentatively agreed to eliminate outdated language, striking out section 17.03 of the 2017-2020 language as demonstrated below.

SECTION 17.00 OVERTIME

17.01 Where, in the course of performing their duties, it is necessary for an employee to work more than their standard 37.5 or 40 hour workweek, said employee shall be compensated as described in this section.

17.02 A minimum of three hours pay or its equivalent in compensatory time off at the option of the employees shall be guaranteed for any employee, at the rate of time and one-half, who after leaving their employee's place of duty is required without prior notice to return for emergency duties.

~~17.03 A minimum of three hours pay or its equivalent in compensatory time off at the option of the employee shall be guaranteed for any employee, at the rate of time and one-half, who after leaving their employee's place of duty is required without prior notice to return for emergency duties between the hours of 10 p.m. and 5 a.m.~~

The parties recognize that the language presented to the Council and subsequently adopted was made in error and correct the language as follows:

SECTION 17.00 - OVERTIME

17.01 Where, in the course of performing their duties, it is necessary for an employee to work more than their standard 40-hour workweek, said employee shall be compensated as described in this section.

~~17.02 A minimum of three hours pay or its equivalent in compensatory time off at the option of the employee shall be guaranteed for any employee, at the rate of time and one-half, who after leaving their employee's place of duty is required without prior notice to return for emergency duties between the hours of 10 p.m. and 5 a.m.~~ A minimum of three hours pay or its equivalent in compensatory time off at the option of the employees shall be guaranteed for any employee, at the rate of time and one-half, who after leaving their employee's place of duty is required without prior notice to return for emergency duties.

Sections 17.03 – 17.11 remain unchanged.

For the City of Milpitas:

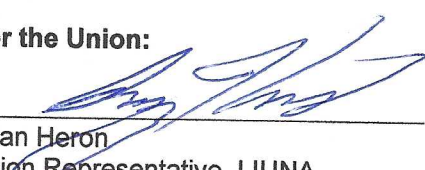
Jeannine M. Seher
Human Resources Director

Date

Steven McHarris
City Manager

Date

For the Union:



Ryan Heron
Union Representative, LIUNA

Date

12/21/2020

Robert DeLong
MEA President

Date

**Side Letter Agreement
By and Between
The City of Milpitas and the
United Public Employees of California (Local 792) –
Milpitas Association Employees (MEA)**

The City of Milpitas herein referred to as “City” and the United Public Employees of California (Local 792) LIUNA, Milpitas Employees Association (MEA) herein referred to as “Union,” collectively as “the parties” execute this Side Letter Agreement to modify Section 18.01.9 related to standby assignments in the Memorandum of Understanding between Milpitas Employees Association and the City of Milpitas (“MOU”) as adopted by the Milpitas City Council on March 5, 2024.

The parties agree to the following update:

SECTION 18.00 - STANDBY ASSIGNMENT

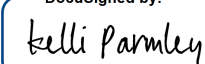
Section 18.01.9 shall be modified as follows:

18.01.9 Weekly sStandby shifts are Thursdays starting at immediately following the regular daily public works shift for the standby employee’s position to Thursdays at 5:00pm and 5:00pm Thursdays to the following Thursdays at 7:00am immediately proceeding the regular daily public works shift for the standby employee’s position for a total of 2 shifts per week. Employees will be compensated ~~\$240 for weekday shifts and \$360 for weekend shifts~~ \$600 per week. For each holiday which occurs an employee is on stand-by, the employee shall receive an additional \$100 dollars. During a Standby shift, the standby employee is responsible for his, her, or their standby duties each day immediately following the daily public works shift for the standby employee’s position until the next day immediately proceeding the regular daily public works shift for the standby employee’s position except on weekends or holidays during which no regular public works shift for the standby employee’s position occurs. On such weekends and holidays, the standby employee is responsible for his, her, or their standby duties for the entirety of the day.

Additionally, the parties agree that the new weekly standby pay rate of \$600 shall be retroactive to March 5, 2024, the date the MOU was adopted by the City Council. Employees who were on standby for less than 7 consecutive days will receive a prorated rate of \$85.71 per standby day for the period beginning March 5, 2024 and ending July 24, 2024.

All other terms and conditions set forth in the MOU, shall remain in full force and effect.

For the City of Milpitas:

DocuSigned by:

E9A0612298C740C...
Kelli Parmley
Human Resources Director

Sep-17-2024

Date

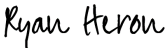
DocuSigned by:

7DBDACFBBBA045D...
Ned Thomas
City Manager

Sep-17-2024

Date

For the Union:

Signed by:

2DB42134B6D3497...
Ryan Heron, Union Representative
LIUNA/UPEC

Sep-12-2024

Date

DocuSigned by:

54F32E28CB0E4B3...
Martin Herrera
MEA Chapter President

Sep-17-2024

Date

SIDE LETTER OF AGREEMENT

between

City of Milpitas and LIUNA-UPEC 792/MEA

The City issued a Request for Proposal with the stated intent of contracting with one or more vendors to provide temporary staffing services to augment staffing during times of recruitment for vacancies, staff absences due to illness or injury, in times of peak workloads, or unanticipated increases in work volume. In an effort to reach an agreement on the parameters of such a contract, the parties have an interest in entering into a side letter agreement.

This Side Letter of Agreement is entered into by and between the City of Milpitas ("City") and the LIUNA-UPEC 792/MEA ("Union"), collectively known as "The Parties." For purposes of this side letter agreement, a "Vendor" is the firm selected to provide temporary staffing services. An employee who works for the vendor to provide such temporary services is referred to as a Temporary Employee. Subject to the City of Milpitas City Council approval, the Parties agree to the following terms and conditions outside of the MOU:

The City shall enter into a contract with vendor(s) subject to the following parameters:

1. The list of classifications the City may fill with a temporary employee from a contract vendor shall be limited to those identified in the RFP. Should the City wish to expand the list of classifications, it shall notify the Union and provide the opportunity to meet and confer.
2. The vendor(s) selected as a result of the Temporary Services RFP shall not be used to provide staff to permanently replace regular budgeted City positions. Should the City wish to outsource a function, it shall notify the Union and provide the opportunity to meet and confer, as required by law.
3. Temporary work provided by vendor temporary employees through this agreement shall be limited as follows:
 - a. Peak Workload Periods: If hired to augment staff for "peak" workload periods, the position shall be limited to a total of 720 hours per calendar year.
 - b. Active Recruitment: If hired to backfill behind a staff vacancy, the position shall be limited to 959 hours per calendar year.
 - c. Employee Absence: If hired to backfill behind an employee's long-term absence, no more than the length of such absence. A position being contracted shall not be allowed to exceed 959 hours without the prior authorization of the Human Resources Director and the Union.
 - d. Projects: If hired to complete a special project, the time is limited to the duration to complete the project, and not to exceed 959 hours per calendar year.
4. The City agrees to provide invoices monthly to the Union showing the hours worked by temporary employees in a manner agreed upon as a result of the contract with the City.
 - a. The information provided to the Union shall include:
 - i. The total year-to-date hours worked by each contracted employee.
 - ii. The employee's hourly pay rate.

- iii. The hourly bill rate to the City.
- 5. Prior to any workload being given to a temporary contracted employee, when possible, the workload shall be first offered to bargaining unit employees in the appropriate classifications, including via overtime opportunities, out-of-class assignment, and/or special assignment (MEA), if it is feasible based on department needs. Employees shall not be obligated to accept out-of-class or special assignments.
- 6. Whenever a bargaining unit position is contracted through a temp agency pursuant to this agreement, The City shall notify LIUNA representatives of the decision to contract work via this agreement and include the following information:
 - a. The date the temporary employee started.
 - b. The scope of the work being contracted out.
 - c. The reason for contracting the work (Peak workload, active recruitment, employee absence, or special project).
 - d. The expected duration of the work.
- 7. The City shall issue LIUNA representatives a monthly "vacancy report" Following this monthly report, the City shall agree to meet with the Union upon request to discuss concerns stemming from the report.
- 8. The City recognizes the value of employees being gathered in the workplace to conduct City business but also understands the desire to have increased flexibility by providing teleworking options. The City does not expect to have temporary vendor staff working remotely for a significant portion or all of the workweek on a frequent basis. The City will notify the union when a temporary contract employee is teleworking a majority of the workweek. The City agrees to meet with the Union upon request to discuss any concerns.

For the City:



Jeannine M. Seher
Human Resources Director

6/22/22

Date



Steven McHarris
City Manager

06/21/2022

Date

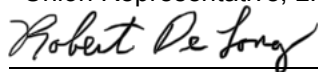
For the Union:



Ryan Heron
Union Representative, LIUNA

5/17/2022

Date



Robert DeLong
MEA President

5/17/2022

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

MILPITAS EMPLOYEES ASSOCIATION

*(An Affiliate of Laborers' International Union of North America
(LIUNA/UPEC))*

AND THE

CITY OF MILPITAS

July 1, 2023 – June 30, 2025

As Adopted by the Milpitas City Council on March 5, 2024

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**CITY OF MILPITAS AND MILPITAS EMPLOYEES' ASSOCIATION
COMPREHENSIVE MEMORANDUM OF UNDERSTANDING ON
SALARIES, FRINGE BENEFITS AND WORKING CONDITIONS**

July 1, 2023 through June 30, 2025

This Memorandum of Understanding (hereafter "Agreement") is made between the City of Milpitas ("the City") and the Milpitas Employees Association (hereafter "the Union"). The Union confirms that it is an affiliate of the Laborers' International Union of North America (LIUNA/UPEC), AFL-CIO, Local 792.

SECTION 1.00 PREAMBLE

- 1.01 The term of the prior MOU expired on June 30, 2023. This MOU is made and entered into on (TBD). The terms and provisions of the prior MOU and any amendments are continued in full force and effect in accord with law through the beginning date of this MOU of July 1, 2023.

The term of this Agreement shall commence at 12:01 a.m. on July 1, 2023 and terminate on June 30, 2025. The Agreement is subject to all ordinances, resolutions and personnel rules of the City, except as expressly provided to the contrary by this Agreement, and all applicable federal and state laws.

- 1.02 The Union and the City shall attempt to create a working environment free from hostility and intimidation. To that end, the Union and the City shall encourage all employees to treat their fellow employees with dignity and respect.
- 1.03 The terms and conditions of employment set forth in this Agreement have been discussed in good faith by the authorized representatives of the City and the authorized representatives of the Union. The authorized representatives of the Union agree to recommend acceptance by the employees of all terms and conditions set forth herein. Following said acceptance by the employees, authorized representatives of the City agree to recommend to the Milpitas City Council that all terms and conditions set forth herein be approved by resolution. Upon adoption of said resolution, all terms and conditions so incorporated shall become effective without further action by either party.

SECTION 2.00 - NO DISCRIMINATION

- 2.01 The City of Milpitas shall not discriminate in employment practice in regard to race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), physical or mental disability, marital status, or political opinion or affiliation or union activity, unless such factor shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.
- 2.02 The Union shall not discriminate based on race, color, ancestry, national origin, religious creed, sex, sexual orientation, age, medical condition (cured or rehabilitated cancer), physical or mental disability, marital status, or political opinion or affiliation or union activity, unless such factor shall be a bona fide occupational qualification for the position, or such action is required to comply with federal or state law.

SECTION 3.00 - EMPLOYEE RIGHTS

3.01 Union Membership and Dues Deduction

- 3.01.1 Any employee in the City's competitive service may join, organize or maintain membership in a labor organization if the employee so desires. The City neither encourages nor discourages these activities, nor does membership or non-membership in any labor organization affect the employee's standing or right as a City employee. The right to join, organize, or maintain membership in a labor organization is also extended to any association of municipal employees not identified with any labor organization.
- 3.01.2 The right to join a labor union or any association of municipal employees also includes the right not to join. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise their right without undue influence, coercion, intimidation, or pressure of any kind from any person. Any attempt by one City employee to unduly influence or pressure another employee regarding the employee's membership in any organization or association is contrary to this Memorandum of Understanding, and any offender shall be subject to disciplinary action. Undue influence or pressure for these purposes is an attempt to persuade an employee to change their mind by any means other than written or verbal discussion of the pros and cons of membership or non-membership.
- 3.01.3 For employees who may wish to belong to the employee's union, the City shall cause dues to be deducted from their paycheck based on written certification from the Union that it has and will maintain written authorization for the deduction from the employee. It is the responsibility of the Union to ensure that dues deductions have been authorized by the employees in writing. The employee may, for any reason, cancel his/her authorization for such a payroll deduction by providing written notice to the Union during the designated drop out period, which shall be June of each calendar year. The employee's cancellation of such authorized deductions shall in no way affect his/her job or standing as an employee. Any employee desiring to join, remain a member, or become independent of any such organization or association must be free to exercise their right without undue influence, coercion, intimidation or pressure of any kind from any person.
- 3.01.4 The Association, as defined in this Section, shall hold the City harmless, and shall fully and promptly reimburse the City for any fees, costs, charges, or penalties incurred in responding to or defending against claims, dispute, challenges which are actually brought against the City or any of its agents, in connection with the administration or enforcement of this subsection pertaining to Union dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the City.

3.02 New Employee Orientation

3.02.1 New employee orientation generally occurs once a month and is scheduled by the Human Resources Department. The Union will be provided not less than ten (10) calendar days' advanced notice of the time, date, and location of the Orientation. If a hire is made with less than ten (10) calendar days' notice, the Union will be notified as soon as the orientation is scheduled. The Union will be given no less than thirty (30) minutes as part of and at the end of the orientation to present Union membership information. An employee's attendance at the Union portion of the orientation is mandatory. Management and Human Resources representatives may excuse themselves during the Union portion of the orientation. Employee representatives conducting the orientation shall be granted up to thirty (30) minutes of paid release time to do so, including reasonable travel time, if needed.

3.02.2 The City will provide the Union a digital file via email to the Union President and Labor Relations Representative containing the following information for every employee:

- Name
- Job Title
- Department
- Work Location
- Work, home and personal cell phone numbers
- Personal email addresses on file with the employer
- Home address

The City shall not be required to supply information it does not have. Such information will be provided as follows:

1. For new hires, within thirty (30) days of the date of hire.
2. For existing bargaining unit employees, quarterly.

3.03 Union Activities

3.03.1 City employees participating in organizational or other labor union activities or similar activities of any employee association are required to conduct such activities on their own time and not during regularly assigned working hours, with the following exceptions:

3.03.2 A steward representing or assisting a fellow employee in the presentation of a grievance may utilize such time as is essential for the presentation of the grievance to management during working hours; however, solicitation of grievances shall be on the steward and employee's own time.

3.03.3 Officials of any organization representing City employees may meet on City time with the City Manager or other City officials when such meeting times are approved by the City Manager.

3.03.4 Business agents or representatives of the union or other association, or their affiliates, having business (other than recruiting of members) with the officers or individual members of the union or other recognized employee groups may meet and confer with such officers or members during the course of the working day for a reasonable period of time provided that permission is first obtained from the department head, if on duty, and the employee's immediate supervisor, and further provided that the conduct of such business shall in no way conflict with the performance of City business.

3.03.5 Use of the work place or premises for organizational activities other than the presentation of a grievance or the conduct of business as provided for above, is permitted before or after working hours only with the advance approval of the City Manager or designee; is subject to the availability of the desired facility, and shall in no way interfere with the performance of official duties of on-duty personnel. Official bulletin boards may be used only for notice of meetings of any employee organizations and for no other organizational purpose. The City shall, however, provide space upon request at any City facility for a union or employee association furnished, installed and maintained bulletin board for posting of notices and bulletins and a magazine rack for the distribution of union or association literature.

3.03.6 Time Off for Association Meeting/Training. The City shall provide annual paid release time for Association Business such as negotiations, conventions symposia, etc., excluding political activity, upon reasonable written notice to and prior approval by the appropriate department head. Release time shall not result in overtime by any employee. These events shall include but are not limited to:

Event	Personnel	Time
Labor Negotiations Training	2	5 days
LTD/Health Benefit Meetings	2	4 hours
PERS Meetings	2	1 day
Association Conferences	1	5 days
		Total 144 hours

SECTION 4.00 - CITY RIGHTS

4.01 The City continues to possess exclusively the rights listed below, plus all other rights to which by law the City is entitled. These rights may not be abridged or modified in any way, except by formal legislative action by the City Council (i.e. resolution or ordinance). The City has the right and may exercise its discretion:

1. To determine the mission of its constituent departments, commissions and boards;

2. To set standards of service;
3. To direct employees, make assignments, and require overtime work;
4. To take disciplinary action;
5. To relieve its employees from duty because of lack of work or other legitimate reasons;
6. To determine the methods, means, and personnel by which government operations are to be conducted;
7. To determine the procedure and standards for selection for employment and determine the content of job classifications;
8. To determine when an emergency exists and to take all necessary action to carry out its mission in emergencies, including recalling and deploying off-duty personnel and requiring that employees work overtime;
9. To exercise complete control and discretion over its organization and technology of performing its work;
10. To transfer or reassign employees, as outlined in the MOU;
11. To layoff employees by position as a result of: a material change in duties, organization, or shortage of work or funds in the Department or the City.

Any violation of the policies and procedures created by this MOU may be subject to disciplinary action as defined by this MOU. Any agreement between the City and the Association evidenced by a Memorandum of Understanding pursuant to Government Code section 3500 et. seq. shall take precedence over any of the above enumerated employee and management rights. Such a Memorandum of Understanding will be honored in good faith during the life of this contract.

Except in cases of emergency the City shall give written notice (30 days in advance of any contract with third parties) which shall result in the lay-off, demotion, or transfer of any employee represented by the Association and shall meet and confer with the Association regarding the same upon reasonable notice.

SECTION 5.00 - ADVANCE NOTICE

- 5.01 Except in cases of emergency as provided in this section, the City shall give reasonable written notice to each recognized employee organization affected by an ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation including actions taken under City Rights that affect wages, hours and other terms and conditions of employment proposed to be adopted by the City and shall give such recognized employee organizations the opportunity to meet with City representatives.

SECTION 6.00 - DISCIPLINARY ACTION/APPEALS PROCEDURE

- 6.01 The City may take disciplinary action against any Employee for just cause. The City recognizes the practice of progressive discipline; however, depending on the severity of the misconduct, the City may immediately impose more severe discipline.
- 6.02 Causes for Disciplinary Action:
 - 6.02.1 Grounds for Discipline: Discipline may be imposed for just cause, including without limitation for the following grounds:
 - (a) Fraud in securing appointment or falsification concerning records, fellow employees, or work performed.

- (b) Failure to satisfactorily perform the duties and responsibilities of an employee's position.
- (c) Neglect of Duty.
- (d) Insubordination.
- (e) Reporting for or performing duty under impairment as a result of alcohol and/or drug use.
- (f) Dishonesty or misuse of or misappropriation of City property and funds.
- (g) Conviction of any crime involving moral turpitude, or substantially relating to the function of an employee's position.
- (h) Unauthorized absence.
- (i) Non-observance of work hours, including tardiness, and abuse of sick leave privileges.
- (j) Discourteous or non-cooperative treatment of the public or other employees.
- (k) Conduct, either during or outside of duty hours, which is of such a nature that it causes discredit to the employee's department or the City.
- (l) Failure to abide by any condition of employment stipulated in the: Municipal Code; Personnel Rules and Regulations; any City or department policies or procedures; or Memoranda of Understanding approved by formal action of the Council;
- (m) Knowingly filing or pursuing a false charge;
- (n) Threats of violence or acts of violence towards fellow employees or members of the public in the workplace.
- (o) Abuse of any City and/or Department policies and procedures.
- (p) Abandonment of job (5 days absence without authorization).

6.03 Disciplinary Action:

- 6.03.1 Written Reprimand: Repeated and/or more severe misconduct may require a more formal response by the supervisor to the employee. In the event a Written Reprimand is warranted, the employee is provided with a written memorandum, which outlines the violation(s) and the expected actions to be taken by the employee in response to the memorandum. The Written

Reprimand contains an indication of subsequent disciplinary steps to be taken in the event that the employee fails to respond appropriately. A copy of the Written Reprimand shall be placed in the employee's official personnel record. A Written Reprimand is not subject to the procedures outlined in Section 6.05.

- 6.03.2 Suspension: In the event of more severe and/or repeated misconduct, the employee may be relieved of duty by the City for a specified period of time without pay. Such suspension shall not exceed thirty (30) calendar days. Suspensions shall be subject to the procedures outlined in Section 6.05.
- 6.03.3 Reduction in Salary Range: In the event of more severe and/or repeated misconduct, the employee's salary may be reduced by the City within the range for the position held. Such Reduction in Salary shall be subject to the procedures outlined in Section 6.05. Reduction in Salary shall be made on a permanent or temporary basis.
- 6.03.4 Involuntary Demotion: In the event of more severe and/or repeated misconduct, the employee may be reduced in rank and pay by the City. Such Involuntary Demotion shall be subject to the procedures outlined in Section 6.05. Involuntary Demotions shall be made on a permanent or temporary basis.
- 6.03.5 Termination of Employment: The City may terminate the employment of an employee for more severe and/or repeated misconduct. Termination shall be subject to the procedures outlined in Section 6.05.

6.04 Authority for Disciplinary Actions:

The Department Head, or designated representative, shall have authority to take disciplinary action.

6.05 Pre-Disciplinary Procedures:

- 6.05.1 Prior to taking any disciplinary action as defined in Section 6.03, except for Written Reprimand, against a permanent employee, the City shall notify the employee in writing of the following:
 - (a) The proposed disciplinary action;
 - (b) The nature of the charges and/or violation of Section 6.02 of this MOU, City ordinances, resolutions, written procedures, municipal code, or departmental regulations and policies;
 - (c) The reasons for the proposed action;
 - (d) The materials upon which the action is based;
 - (e) The opportunity of the employee to appear before a designated City representative and respond to the charges at a specified

place and time, or to respond to the charges in writing by a date certain;

(f) The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.

(g) The employee has the right to submit a written response within 10 days to the Human Resources Director. Responses will be attached to the Written Reprimand.

6.05.2 Any employee notified pursuant to 6.05.1 above who desires an opportunity to respond pre-discipline may do so orally or in writing. If the employee wishes to respond orally, the employee must appear at the appointed place and time. The employee is not entitled to an evidentiary hearing, and the sole purpose of the pre-discipline meeting shall be to hear the response of the employee to the charges. The employee shall be entitled to representation, but shall not be entitled to present witnesses, unless the City determines that the presentation of witnesses is necessary. If the City representative determines that he or she cannot be impartial, or upon timely written request by the employee, the Human Resources Director or designee may hear the employee's response.

In the event that the employee is unable to respond to the charges within the time permitted, and demonstrates the reasonableness of a continuance, the City may grant a continuance.

As soon as practical after the employee has had an opportunity to present a response, the City will notify the employee in writing of the nature and extent of the discipline, if any, and the date the discipline will commence. The notification will also advise the employee of any right of appeal.

6.06 Notification — Disciplinary Action: The City agrees that in any disciplinary action, except oral reprimand, taken against employees represented by the Association, the Association shall be notified by memorandum within forty-eight hours (48) hours following employees notification of pending disciplinary action, subject to employee's consent to such notification.

6.07 Right of Appeal:

6.07.1 Reprisals:

No party to the discipline process shall retaliate against any other party to the discipline process because the party participated in the discipline process.

6.07.2 Written Reprimand:

The Human Resources Director shall remove a Written Reprimand from a personnel file upon written request by the employee, provided there have

been no additional disciplinary actions of a similar nature during the subsequent twenty-four (24) months.

If the employee's performance appraisal review contains any reference to the Written Reprimand which has been removed from the employee's personnel file, that section or page of the employee's performance appraisal review shall be rewritten and any reference to the letter of reprimand shall be deleted at the written request of the employee.

Written Reprimands are not subject to the Discipline Appeal process covered in Arbitration (Section 6.07.3) and/or the Grievance Process (Section 10.00).

6.07.3 Appeals of Suspensions, Reduction in Salary, Demotion, Involuntary Termination: Arbitration

Within ten (10) working days of the receipt of notice of final disciplinary action, the disciplined employee may appeal the disciplinary action to arbitration by filing a written request to the Department Head with a copy sent to the Human Resources Director.

If either the City or the disciplined employee so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of the discipline appeal first. No hearing on the merits of the discipline appeal will be conducted until the issue of arbitrability has been decided.

The parties shall request a list of seven (7) arbitrators within ten (10) working days after receipt of the employee's request for arbitration from the California State Mediation and Conciliation Service.

The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the employee organization, if the employee organization represents the disciplined employee at the arbitration. The services of the certified court reporter are optional. However, both parties must agree if a certified court reporter is employed. Financial responsibility shall be established before the selection of an arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

The arbitrator's power and authority is limited to the issue of whether the grievant was disciplined for good or just cause, and if not, what the appropriate remedy should be. The arbitrator shall be without power or authority to make any decision or award that requires the City or the administration to do an act prohibited by law.

If, as a result of an arbitration award, an employee's disciplinary action is deleted or modified in any way and if the employee's performance appraisal review contains any reference to the disciplinary action, that section or page of the employee's performance appraisal review shall be rewritten and any reference to the disciplinary action shall be deleted.

Decision - Final and Binding: The decision of the arbitrator shall: (a) be made in writing within thirty (30) working days of the close of the hearing or submission of written briefs and (b) shall be final and binding upon both parties.

- 6.08 Every effort shall be made to schedule meetings for the processing of disciplinary actions/appeals procedure at times which will not interfere with the regular workday of the participants. If any disciplinary meeting or hearing must be scheduled during duty hours, any employee required by either party to participate in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses requested by the City.
- 6.09 Waiver of Steps or Time Limits: Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived or extended upon written consent of all parties.

SECTION 7.00 - LAYOFF

- 7.01 Any layoff shall be according to seniority and the procedures as defined and set forth in Municipal Code Section VI-102 et seq.
- 7.01.1 The City Manager, after review with the Department Head and the Human Resources Director, may lay off an employee because of material change in duties, organization, or shortage of work or funds in the department or the City.
- 7.01.2 The Human Resources Director shall notify the affected Employee(s) in writing at least thirty (30) days in advance of the intended layoff and of their option to accept a voluntary demotion in lieu of layoff.
- 7.01.3 Employees laid-off or accepting demotions in lieu of layoff shall be placed on a Re-Employment List in inverse order of displacement for an appropriate Class for three (3) years.

SECTION 8.00 - RESIGNATION

- 8.01 An employee wishing to resign in good standing shall file with the Department Head a written resignation at least two calendar weeks before the effective date of termination, stating the reasons for leaving. The resignation shall be forwarded to the Human Resources Director. Failure to comply with this requirement shall be entered in the service record of the Employee and may be cause for denying future employment with the City.

SECTION 9.00 - OTHER EMPLOYMENT

- 9.01 Employees may engage in other employment or business activity that does not conflict with the Employee's duties and which does not involve time demands that would reduce the Employee's efficiency or safe operation of equipment, such as sleep deprivation or physical exhaustion prior to start of employees' shift. In no case shall the employee conduct non-city business during city work hours.

9.02 An employee's outside employment, activity or enterprise may be prohibited if it:

- (a) Involves the use for private gain or advantage of City time, facilities, equipment and supplies; or the badge, uniform, prestige or influence of the City office or employment.
- (b) Involves receipt or acceptance by the Employee of any money or other consideration from anyone other than the City for the performance of an act which the Employee, if not performing such act, would be required or expected to render in the regular course of hours of City employment or as a part of regular duties.
- (c) Involves the performance of an act which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Employee of the City.
- (d) Involves such time demands as would reduce the Employee's efficiency or safety.

9.03 Employees must notify the Human Resources Director of other employment or business activities in writing prior to engaging in such activities. Disapproval of other employment may be appealed to the City Manager whose decision shall be final. Documents concerning other employment shall be kept in the employee's personnel file.

9.04 Employees who engage in outside employment that conflicts with duties or who intentionally fails to submit a timely notice to engage in outside employment shall be subject to disciplinary action.

SECTION 10.00 - GRIEVANCE PROCEDURE

10.01 Definitions:

- (a) A grievance is any dispute which involves the interpretation or application of any provision of this MOU. A grievance does not include disciplinary actions, as a different review procedure for disciplinary matters is otherwise provided in this MOU. Performance appraisal reviews are not grievable.
- (b) A "grievant" is any employee, or union representative on behalf of an employee adversely affected by an alleged violation of the specific provisions of a Memorandum of Understanding.
- (c) A "working day" is any day in which the City Hall is open for business.
- (d) "Employee organization" is the Milpitas Employees Association, an affiliate of LIUNA/UPEC, Local 792.

10.02 Representation:

At any step in the grievance procedure, the employee concerned may choose to represent himself/herself; or be represented by the certified employee organization which has been recognized by the City for that representation unit to which the employee's classification is assigned; or by legal counsel. The employee concerned shall be personally present at all stages of the grievance procedure unless that employee specifically waives the right in writing.

10.03 Scheduling/Attendance:

Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. Overtime is not provided for off-duty time except for witnesses requested by the City.

10.04 Informal Grievance

It is the intent to deal with and settle grievances informally, at the nearest practical organizational level, and as promptly and fairly as possible. In any instance of grievance, the Grievant shall first raise the issue with their immediate supervisor within thirty (30) calendar days following the occurrence, or knowledge of the events on which the grievance is based. Employees waive the right to grieve beyond this thirty (30) day period. Every effort shall be made to resolve such grievance at this level.

10.05 Formal Grievance--Level I

If a mutually satisfactory solution of a grievance as specified in the paragraph above is not reached, then within ten (10) working days of the immediate supervisor's decision, the grievant shall submit a grievance statement in writing. The written grievance shall set forth all of the issues involved; shall be dated and signed by the grievant; and shall be submitted to the Department Head. The grievance shall contain each of the following (providing the grievant possesses the knowledge required in order to comply):

- (a) A description of the specific facts and grounds upon which the grievance is based including names, dates, and places necessary for a complete understanding of the grievance;
- (b) A specific explanation of how the grievant has been adversely affected;
- (c) A listing of the provisions of the MOU which are alleged to have been violated;
- (d) A listing of specific actions requested by the grievant of the City which will remedy the grievance, including a specific dollar amount, and the basis for the dollar amount, of any alleged damages at issue;
- (e) An explanation why the grievant believes the decision at the informal grievance step was unsatisfactory;
- (f) A statement declaring self-representation; and
- (g) The name, address, and telephone number of the person(s) to whom notices may be sent regarding the grievance.

The Department Head, or designated representative, shall investigate the facts and issues and reach a conclusion at the earliest date consistent with the nature of the investigation and within normal conduct of the department's business. Upon reaching such conclusion, but in any event within ten (10) working days of the receipt of the grievance statement, the Department Head or designated representative shall reply in writing stating the department's view of the issue involved.

10.06 Formal Grievance--Level II

If the grievance has not been disposed of at Level I, the grievant, within ten (10) working days after receipt of the department's written reply at the completion of Level I, shall forward the said written grievance to the Human Resources Director or designated

representative. The Human Resources Director or designated representative shall review the facts and issues and further investigate as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and within normal conduct of the City's business. Upon reaching such conclusion, but in any event, within ten (10) working days of the receipt of the grievance statement, the Human Resources Director or designee shall issue a written decision on the grievance appeal.

10.07 Formal Grievance--Level III

If the grievance has not been disposed of at Level II, the grievant, within ten (10) working days after receipt of the Human Resources Director's written reply at the completion of Level II, shall forward the said written grievance to the City Manager or designated representative. The City Manager or designated representative shall review the facts and issues and further investigate as is necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and within normal conduct of the City's business. Upon reaching such conclusion, but in any event, within ten (10) working days of the receipt of the grievance statement, the City Manager or designee shall issue a written decision on the grievance appeal.

10.08 Arbitration

Within ten (10) working days of the receipt of City Manager's final decision, the Grievant may request arbitration by filing a written request to the Human Resources Director.

If either the City or the grievant so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided.

The parties shall request a list of seven (7) arbitrators within ten (10) working days after receipt of the employee's request for arbitration from the California State Mediation and Conciliation Service.

The fees and expenses of the arbitrator and the certified court reporter shall be shared equally by the City and the grievant, or employee organization, if the employee organization represents the grievant at the arbitration. The services of the certified court reporter are optional; however, if any party and/or the arbitrator desires a certified court reporter, a court reporter will be employed. The parties will share the cost of the Court Reporter, including the original transcript, and shall pay for their own copies of the transcript. However, if 1) the arbitrator does not desire a transcript or require a court reporter, and 2) a party states in writing before the beginning of the hearing both that the party (a) does not desire a court reporter and (b) will not order a transcript, that party shall not be responsible for paying any portion of the cost of the court reporter. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

The arbitrator's power and authority is limited to the interpretation of this Agreement. The arbitrator shall be without power or authority to render any decision or award that requires the City or the administration to do an act prohibited by law.

10.09 Decision - Final and Binding:

The decision of the arbitrator shall (a) be made in writing within thirty (30) working days of the close of the hearing or the submission of written briefs; and (b) shall be final and binding upon both parties.

10.10 Waiver of Steps or Time Limits:

Notwithstanding any provision in this section, any time limit or stage of the procedure specified in this section may be waived or extended upon written consent of all parties involved.

SECTION 11.00 - WORK SCHEDULES

11.01 Employees shall work a 40-hour workweek. The Department Head shall have the authority to review, and as necessary, modify the work schedule each April 1 and September 1. However, any such modification shall not include changing from a four-day work week to any alternative schedule without meeting and conferring on the specifics of the proposed change. Said schedule shall be circulated 30 calendar days prior to the beginning of each April 1 and September 1, respectively to all affected employees. In establishing the schedule, consideration shall be given to the staffing needs of the department and the concerns of the employees. It is understood and agreed, however, that this shall not restrict or limit the ability of the City to modify schedules to respond to emergencies or immediate service needs of the City. Management retains the sole right to determine scheduling needs.

Employees will work a 4-10 (four ten-hour shifts per work week) work schedule. The following conditions will apply for employees assigned to work the 4/10 work schedule:

- Employees on the same work crew will work the same work schedule.
- Employees will work ten-hour shifts on four consecutive days per week, unless both parties agree to exception(s).
- Standard work hours for the 4/10 work schedule will be:
 - Day Shift: 7:00AM – 5:30PM
 - Evening Shift: 2:00PM – 12:30AM
- Employees of a particular work crew with MEA consent may submit a request to their Manager for their start/end time to be adjusted for the entire work crew. The request will specify the crew(s) to be affected by the proposed adjustment. Upon the written approval of the Department Director, the start/end time of a crew's shifts may be adjusted for a specified duration and may be subject to change at any time based on operational needs
- Employees will have a 30-minute unpaid lunch break. Rest breaks will not be taken consecutively or combined with the lunch break, but shall be scheduled approximately midway between the lunch break and the beginning and end of each shift.
- An employee may request to change their day off on the regular schedule from Monday to Friday, or Friday to Monday, if approved by the Manager and/or Department Head. Intermittent trades of days off is discouraged. The Manager or Department Head must approve any change in advance and determine that the change will not disrupt workload or coverage.
- On a quarterly basis, the City and MEA will evaluate the efficiency of the 4/10 work schedule and identify areas for improvement during the regularly scheduled Labor-Management Meetings.

- 11.02 In all cases, employees who are assigned to shifts in which one-half of their hours fall between the hours of 6:00 p.m. and 8:00 a.m. three or more times within an established work week shall receive a five percent (5%) premium for all hours worked. The 5% premium shall be calculated on the employee's base hourly rate of pay.

SECTION 12.00 - WORKING TITLES

- 12.01 It is agreed that working titles may be adopted within established job classifications with approval of the Department head.

SECTION 13.00 - TEMPORARY APPOINTMENTS

- 13.01 Any employee receiving a temporary appointment to a vacant position shall serve in accordance with the City's Personnel Rules and Regulations. Any employee who has satisfactorily served in a temporary capacity for three months or longer and is selected for a permanent appointment to the same class by the appointing authority, shall receive credit towards completion of the probationary period for the duration of the temporary appointment from the first date of the assignment. A performance appraisal of the employee is required at the time of the permanent appointment.

SECTION 14.00 - ATTENDANCE

- 14.01 General:

Employees shall be in attendance at their work place in accordance with the rules regarding hours of work, holidays, and leaves.

- 14.02 Unauthorized Absence:

14.02.1 An employee whose absence is not authorized shall not receive pay or benefits for the absent period and may be subject to discipline. Failure on the part of the employee absent without leave to return to duty shall be grounds for discharge. It shall be the responsibility of an employee absent without leave to notify the Department Head of the reason the employee is absent and of the employee's availability for duty.

14.02.2 Any employee shall report his/her absence at or prior to the beginning of shift of the same day to the supervisor or higher authority. Failure to do so may result in unauthorized absence.

- 14.03 Breaks:

Employees shall be entitled to the privilege of two 15-minute breaks during each standard work day.

- 14.04 Responsibility to Maintain Service:

No employee shall schedule a break at such time as to leave the office in which the employee works unstaffed.

14.04.1 Persons whose responsibility includes public contact shall advise a responsible person in their office before leaving for a break.

- 14.04.2 Persons alone in an office should leave a sign on the door, lock the door, and advise the receptionist before leaving for a break, in order to ease the handling of incoming phone calls and customers that may call at the office.

14.05 Limitations for Breaks:

- 14.05.1 For work days from 8:00 a.m. to 5:00 p.m. or 7:00 a.m. to 5:30 p.m., the morning break shall be taken between 9:30 a.m. and 11:00 a.m., and the afternoon break shall be taken between 2:30 p.m. and 4:00 p.m.
- 14.05.2 For irregular work days, breaks shall be taken after the first one and one-half hours and before the last hour of each half shift.

SECTION 15.00 - PAY PLAN

- 15.01 Advancement shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by the recommendations of the supervising official, length of service, performance record, special training undertaken or other pertinent evidence. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated.

The following is the basis of compensation for Employees on a five-step range.

- 15.01.1 Step "A" is the minimum rate for a position and shall be the hiring rate for said position. Initial appointment at a rate higher than step "A" may be made in the case of an unusually well qualified person or where other special conditions warrant, but only with the approval of the City Manager.
- 15.01.2 Step "B" represents an incentive adjustment. An employee shall be eligible for step "B" only after completion of one year from the date of employment on recommendation from the Department Head and approval of the City Manager.
- 15.01.3 Step "C" represents the rate at which a qualified and experienced employee should be paid after a reasonable period of service. An employee shall become eligible for step "C" only after he/she has proven himself/herself satisfactory in the given classification for a period of at least one year after completion of his/her probationary period, upon recommendation of the Department Head and approval of the City Manager.
- 15.01.4 Step "D" represents an incentive adjustment for satisfactory performance and increased effectiveness. An employee shall become eligible for step "D" after completion of one year at step "C" upon recommendation of the Department Head and approval of the City Manager.
- 15.01.5 Step "E" represents an incentive adjustment for increasingly satisfactory performance. An employee shall be eligible for step "E" after completion of one year at step "D" upon recommendation of the Department Head and approval of the City Manager.
- 15.01.6 A merit increase prior to the normal anniversary date may be granted to a Permanent Employee for outstanding performance or unusual employment conditions at any time, on the recommendation of the Department Head and the approval of the Human Resources Director or City Manager.

15.02 Performance Appraisal Review - Performance appraisals are an important personnel tool, and the City should endeavor to conduct them in a timely manner.

15.03 The City shall evaluate employees annually, (1) from their date of hire, or (2) the date they entered their class (when promoted or demoted the classification date shall supersede the hire date). In any case, an employee shall be evaluated at the completion of probation, be it initial, or as a result of promotion. If an employee does not receive a performance appraisal on the date it is due and is not at top step of the salary range for his/her classification, the Human Resources Department shall process the forms necessary to advance the employee to the next step in the pay range effective with the nearest full pay period to eligibility. The nearest full pay period is defined in Section 15.06. Supervisors must complete a Performance Appraisal Review (PAR) on a timely basis if they intend to withhold a step advancement for the employee. If a supervisor subsequently finds that the employee would have been entitled to a step increase (under this Section) as of that due date, the step increase shall become effective retroactively as of the due date of the performance appraisal. If an employee does not receive a performance appraisal within at least 30 working days after it is due, the employee shall have the right to file a grievance under Section 10 of this Understanding.

15.04 Salary Following Promotion:

Employees receiving a promotion shall receive at least a 5% increase in salary unless limited by the maximum salary range.

15.05 In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment. Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Director of Financial Services.

15.06 All salary advancements specified within this section shall be effective with the nearest full pay period to eligibility. The nearest full pay period shall be defined as follows:

For eligibility dates which fall within the first seven (7) days of a pay period, any increase shall be effective at the beginning of that pay period.

For eligibility dates which fall within the second seven (7) days of a pay period, any increase shall be effective at the beginning of the following pay period.

15.07 "Y" Rate Policy - Whenever an employee would sustain an actual decrease in salary as a result of downward reclassification or reorganization within an existing department unit, without fault or inability on the part of the employee, the City Council shall adopt a "Y-Rate" to apply only to the employee so attached. A "Y-Rate" is defined as a monthly salary rate for an individual employee, which is greater than the established range for the employee's class. An employee for whom a "Y-rate" is established shall not receive an increase in salary until such time as the employee's rate of compensation is within the established range for the employee's class. An employee who accepts a reassignment to a lower paid position in lieu of layoff shall not be "Y-Rated."

SECTION 16.00 - SALARY

- 16.01 The monthly salary schedule labeled Appendix "A" and attached hereto is hereby made a part of this Memorandum of Understanding.
- 16.02 Retroactive to July 1, 2023, the salary schedule previously in effect shall be increased by 4%.
Effective the first pay period in July 2024, the salary schedule previously in effect shall be increased by 4%.

SECTION 17.00 - OVERTIME

- 17.01 Where, in the course of performing their duties, it is necessary for an employee to work more than their standard 40-hour workweek, said employee shall be compensated as described in this section.
- 17.02 A minimum of three hours pay or its equivalent in compensatory time off at the option of the employee shall be guaranteed for any employee, at the rate of time and one-half, who after leaving their employee's place of duty is required without prior notice to return for emergency duties between the hours of 10 p.m. and 5 a.m.
- 17.03 All other overtime, scheduled or unscheduled, shall be compensated at the rate of time and one-half pay or the equivalent in compensatory time off at the option of the employee, however, that employees required to work up to eight (8) minutes beyond their normal work hours shall not receive overtime. For purposes of computing overtime pursuant to this section the City will apply a rounding up policy to the nearest quarter hour
- 17.04 Overtime occurring on a paid City holiday shall result in pay, or compensatory time off, at the rate of time and one-half in addition to base pay.
- 17.05 Compensatory time off (CTO) credits may be accrued by employees, up to a maximum of 240 hours on the last day of the pay period that includes June 1st of any year. Employees shall receive pay for the hours of compensatory time off earned which exceeds the 240-hour limit in pay period 12.
- 17.06 In the event an employee is required to work overtime beyond his/her regular shift and does not receive at least four (4) hours off before the next day's shift, he/she shall be deemed not to have left work and shall receive overtime compensation, until a break of four (4) hours or greater is taken.
- 17.07 After working overtime and not having at least eight consecutive hours of off duty, an employee shall not be required to report to work until eight hours after the completion of the overtime assignment, or such amount as may be required by federal or State of California authorities for employees holding a Commercial Driver License. The employee shall be paid from the beginning of the employee's next regular shift.
- 17.08 Permanent MEA employees will be given the first priority in the assignment of scheduled and unscheduled overtime. Temporary employees will not be assigned to scheduled or unscheduled overtime if appropriate permanent employees are reasonably available or except in the case of an emergency and/or immediate service need of the City.

- 17.09 Paid accrued leave, specifically sick leave, vacation leave, workers' compensation leave, or compensatory time off, taken by an employee during any work week shall be counted as hours worked for the purpose of calculating overtime.
- 17.10 In the event an employee is assigned to work overtime that is not pre-arranged, the City will provide meal allowance stipends under the following conditions:
- 17.10.1. An employee required to begin work two or more hours prior to the start of their regular work shift is eligible to receive a \$15 meal allowance stipend.
- 17.10.2. An employee required to work two or more hours past the end of their regular work shift is eligible to receive a \$25 meal allowance stipend.
- 17.11 All overtime is subject to prior authorization from the supervisor.

SECTION 18.00 - STANDBY ASSIGNMENT

- 18.01 The City reserves the right to assign employees to standby status during non-work hours, including week nights, weekends and holidays. Employees assigned to this status shall be required to be available for immediate return to work upon notification by their supervisor or the Police Department Communications Dispatcher. No employee shall be required to respond to a call back via cell phone, pager or other electronic device provided by the City unless they are compensated for such time waiting or on Stand-by.

When assigned to standby status, the following conditions shall apply:

- 18.01.1 Standby assignments shall be made to Maintenance Worker II's or higher with a Class B license and tanker endorsement.
- 18.01.2 A City vehicle shall be provided for use by the employee.
- 18.01.3 Substitutions must be done in accordance with the Standby SOP Section 4d.
- 18.01.4 Travel precluding reasonable response time shall not be permitted.
- 18.01.5 Failure to respond shall automatically result in a loss of compensation for the shift of standby during which the failure to respond occurred and may cause further disciplinary action if warranted when taking the circumstances into consideration.
- 18.01.6 Preliminary standby schedules for a six-month period shall be prepared six weeks in advance. The schedule shall be distributed to standby eligible personnel for a two-week review for changes prior to release.
- 18.01.7 Employees shall have the right to refuse a stand-by assignment only in the case of a personal emergency defined as a time-sensitive and serious or life-threatening medical situation for the employee or the employee's immediate family member, or in the case of the death of an employee's immediate family member. Employees have the right to execute changes (trades), 7 days prior to their scheduled standby shift. In the event of a trade, the originally assigned standby employee shall bear the responsibility for finding their replacement per the Standby SOP Section 4d.

18.01.8 No employee shall be assigned mandatory stand-by when at least two volunteers are available for assignment.

18.01.9

Standby shifts are Mondays starting at 5:00pm to Thursdays at 5:00pm and 5:00pm Thursdays to Mondays at 7:00am for a total of 2 shifts per week. Employees will be compensated \$240 for weekday shifts and \$360 for weekend shifts per week. For each holiday which occurs an employee is on stand-by, the employee shall receive an additional \$100 dollars.

18.01.10 Employees on stand-by who are contacted and consulted by telephone about a City emergency between the hours of 10 p.m. and 5 a.m. and who provide advice, shall be paid at an overtime rate or the equivalent in compensatory time off for the actual time on the phone, or one hour or the equivalent in compensatory time off, whichever is more.

18.01.11 Employees must complete lateral cross-training within a year to be considered for the stand-by program in an area outside of their assigned area (e.g. utility, facilities, signal, pump station alarm, etc.).

18.01.12 Employees on light duty or with a performance below standard (2 or less) will not be eligible for standby duty.

18.01.13 This section shall be administered in conjunction with the Standby SOP.

SECTION 19.00 - BILINGUAL ASSIGNMENT

19.01 Effective February 3, 2015, bilingual pay was eliminated. Those employees receiving bilingual pay at the time of the elimination shall retain the pay.

SECTION 20.00 - WORK OUT OF CLASS

20.01 The City agrees that upon specific assignment by the Department Head, or the designated representative, an employee may be required to perform the duties of a higher classification. Such assignment shall be made only to existing authorized positions.

20.02 Employees assigned to duties of a higher class for at least one shift shall be compensated at a rate of 10% above the employee's current base salary while working out of class, except where such increase exceeds the pay range allocated of the assigned position. The employee shall be compensated at the appropriate rate commencing with completion of one shift. Assignments shall not be made for less than one shift. Should an assignment be made for less than one shift, the 10% rate shall be paid for the full shift.

20.03 General:

- (a) Work out of class assignments shall be given on a rotational basis, when practical.
- (b) Work out of class assignments shall not, as a matter of routine practice, be given to probationary employees or Maintenance Worker I's.

- (c) Work out of class assignments shall not, as a matter of routine practice, be given to employees performing at less than a competent level as determined by the last performance appraisal.
- 20.03.1 Out of class Supervisor assignments shall be made (a) when a supervisor is unavailable for one shift, (b) usually to the next lower classification in the section, (c) for specific assignment where a lower classification must serve in a capacity of a higher class, (d) when required to perform the duties of a classification with a higher pay range and outside the bargaining unit (i.e., inspection work in lieu of a Public Works Inspector). Should an assignment be made for less than one shift, the 10% rate shall be paid for the full shift.
- 20.03.2 Out of class Maintenance Worker III assignments shall be made (a) in the scheduled or unscheduled absence of the III normally assigned, (b) when assigned to operate certain heavy equipment. Exception: Work out of class assignments may not be made where permanent schedules exist without an assigned Maintenance Worker II on duty.
- 20.04 Exceptions to this policy due to working conditions and/or the needs of the City may be approved by the Department Head.
- 20.05 An employee seeking additional training in another class may waive his/her right to work out of class pay in order to pursue desired training.

SECTION 21.00 – VACANT POSITIONS AND LATERAL TRANSFERS

- 21.01 Employees shall be considered for lateral transfer subject to the following conditions:
 - 21.01.1 The transfer must be recommended by both the outgoing and incoming supervisor and approved by the Department Head.
 - 21.01.2 The transfer must be approved by both the outgoing and incoming Department and/or Division Head. Employees hired on or after January 1, 2007 must be within the same classification to be eligible for a lateral transfer. Any employee within the same classification who can clearly demonstrate knowledge and experience would be eligible to apply.
 - 21.01.3 Probationary employees shall not be eligible for lateral transfer.
 - 21.01.4 Employees who are transferred by request between Departments or between different Classifications shall be subject to a new six-month Probationary Period. Employees failing to complete Probation following such a transfer shall be reinstated to the Position from which transferred.
 - 21.01.5 Employees who are performing “below expectations” or “unsatisfactory” shall not be considered. This shall be determined by examination of the most recent employee appraisal on file. If the appraisal on file is more than twelve (12) months old, a new appraisal shall be done prior to the time the transfer is finalized.
- 21.02 The City will make reasonable effort to fill vacancies within six (6) months of a position becoming open. All vacant permanent positions shall be opened to lateral transfer and/or

internal promotional candidates prior to consideration for filling that position from an outside source. Recruitments that do not yield at least three internal candidates may be open to recruitment from an outside source.

- 21.02.1 Written notice of a vacant permanent position shall be circulated by the Human Resources Department to all employees of the bargaining unit. The notice shall include the opening and closing dates for the acceptance of lateral transfer requests.
- 21.02.2 A period of ten (10) working days shall be allowed during which written requests for lateral transfer must be submitted by any interested employee.
- 21.02.3 Requests shall be reviewed, and all applicants notified of their status and scheduled for an oral interview within five (5) working days of the closing date.
- 21.02.4 Oral interviews of eligible employees shall be conducted by the hiring supervisor. Lateral transfer applicants shall be rated using a rating form pre-approved by the Department Head.
- 21.02.5 Written notice of the results of the interview process shall be made by the incoming supervisor within five (5) working days of the last interview.
- 21.02.6 Exceptions to the above process due to working conditions and/or the needs of the City may be approved by the Department Head.

SECTION 22.00 - HOLIDAYS

22.01 The following shall be paid holidays for employees:

- 1. January 1 (New Year's Day)
- 2. Third Monday in January (Observance of Dr. Martin Luther King Jr's Birthday)
- 3. February 12 (President Lincoln's Birthday)
- 4. Third Monday in February (Observance of President Washington's Birthday)
- 5. Last Monday in May (Observance of Memorial Day)
- 6. July 4 (Independence Day)
- 7. First Monday in September (Labor Day)
- 8. November 11 (Veteran's Day)
- 9. Thanksgiving Day
- 10. Day after Thanksgiving
- 11. Christmas Eve
- 12. Christmas Day
- 13. Each employee shall be credited with one (1) floating holiday each calendar year, which must be used by December 31, or it is lost without compensation. Section 22.03 applies in the case of the floating holiday.
- 14. In the event a holiday falls on a Sunday, the following Monday will be observed as the holiday instead.
- 15. In the event a holiday falls on a Saturday, the preceding Friday will be observed as the holiday instead.
- 16. Any other holiday declared by the City Council as a City holiday for City employees.

17. For other than 5-day work weeks, any work week which includes one or more holidays shall be reduced in hours commensurately. The number of days worked during the work week shall be subject to the approval of the Department Head.
 18. Employees shall be permitted to take Good Friday as a vacation day by submitting a written request at least two weeks in advance to the Department Head.
- 22.02 Where one of these holidays falls on a working day, employees shall be granted the day off with eight-hours of pay and City offices shall be closed except for such municipal services that must be maintained on an around-the-clock basis seven days a week. Employees who work less than full-time shall be entitled to credit for paid holidays on a pro-rated basis. Employees required to perform their regular duties on a holiday shall be granted pay or compensatory time off, at the rate of time and one-half in addition to base salary. For the purposes of this section, a holiday shall be deemed to begin and end at 12 midnight.
- 22.03 When a holiday falls on a full-time employee's scheduled workday, the employee is entitled to be paid only eight (8) hours of holiday pay. If the workday is a ten (10) hour day, the employee may use two (2) hours of vacation or CTO to receive pay for the full shift. If the employee does not have any available balances, the employee may use two (2) hours of unpaid leave.
- 22.04 Employees who work less than full-time shall earn holiday leave on a pro-rated basis based on their regularly scheduled assignment.

22.05 Holiday Closures

In addition to the recognized holidays, City Hall and selected operation will be closed to the public during the period beginning from the Christmas Eve holiday through the New Year's Day holiday. 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. The MOU's provide that when a holiday falls on a Saturday, it is recognized on the preceding Friday, and when a holiday falls on a Sunday it is recognized on a Monday. When the recognized holidays of Christmas Eve and Christmas fall or New Year's Eve and New Year's Day fall on a Friday and Saturday, the holidays shall be recognized on Thursday and Friday of that week. When the recognized holidays of Christmas Eve and Christmas fall or New Year's Eve and New Year's Day fall on the Sunday and Monday, the holidays shall be recognized on the Monday and Tuesday of that week.

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.

The continuation of the holiday closure is subject to the sole discretion of the City Council. As City Council members change, the parties recognize the decision to continue the holiday closure period may also change. The City will give a 14- day notice of any such change.

SECTION 23.00 - VACATION LEAVE

- 23.01 All employees shall be entitled to paid annual vacation leave beginning at the end of the first six months of service with the City, unless expressly authorized. However, vacation credits shall be accrued beginning with the date of initial appointment. The accrual rates, in hours per pay period, are as follows:

	40 Hour Workweek <u>Hours/pay period</u>
From date of hire through the fourth year of employment	3.38
From fifth through ninth year of employment	4.92
From tenth through fourteenth year of employment	6.46
From fifteenth through nineteenth year of employment	8.00
From twentieth year of employment and on	9.53

- 23.02 Employees who work less than full time shall earn vacation credits on a pro-rated basis based on their regularly scheduled assignment.
- 23.03 Each employee shall be required to have served the equivalent of one year of continuous service in the City in order to be eligible for the employee's full annual vacation leave, provided however, that after six month of continuous service, the employee may be permitted to take vacation leave not to exceed 40 work hours, depending on the employee's regular work schedule.
- 23.04 The times during a calendar year at which an employee may take vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the municipal service. If the requirements of the municipal service are such that an employee must defer part or all of his/her annual vacation in a particular calendar year, the appointing power shall permit the employee to take such deferred vacation during the following calendar year or allow the employee to cash out said vacation at his/her option, to the extent of the deferred portion.
- 23.05 No employee may accumulate and carryover more than 300 hours of vacation as of the last day of the pay period that includes June 1st without the express written consent of the City Manager. All hours in excess of 300 hours will be cashed out in Pay Period 12. No employee shall be allowed to be on paid leave for a period of over 225 consecutive work hours.

- 23.06 In the event one or more municipal holidays fall within the annual vacation leave, such holidays shall not be charged as vacation leave.
- 23.07 Upon separation from the City for any reason, an employee shall be compensated for accrued vacation leave.
- 23.08 Approval shall be granted after the supervisor and department head give consideration to the employee's wishes and the needs of the City. Employees may change vacation dates with the approval of the department head. In the event, the needs of the City necessitate canceling of vacation scheduled for a minimum of 90 days in advance, which results in a financial loss to an employee, the City shall reimburse the employee the full amount of loss provided the employee demonstrates the impossibility of obtaining a refund and can document the amount of loss. At the time of making an expenditure, each employee shall advise the department head of the amount of said expenditure. In the event an employee fails to advise the department head, the employee may lose all rights to reimbursement.

An employee may elect to cash out vacation leave accruals as either (1) a Future Vacation Leave Accrual Cash-out or (2) an Emergency Vacation Leave Cash-out, in accordance with the provisions below:

1. An employee whose annual vacation leave accrual is 120 hours or less may elect to cash out a maximum of 40 hours of accrued annual vacation leave per calendar year.
2. An employee whose accrued annual vacation leave exceeds 120 hours may elect to cash out a maximum of 80 hours per calendar year.
3. An employee who cashes out the maximum vacation accruals under the Future Vacation Leave Accrual provisions shall not be eligible for Emergency Vacation Leave cash-out in the same calendar year.
4. Future Vacation Leave Accrual Cash-out Eligibility:
 - (a) The employee uses at least one full workday of paid vacation leave in the calendar year the election request is submitted.
 - (b) Between November 1st of each year through the end of the first full pay period in December, an employee wishing to cash out future vacation accruals in accordance with the provision above may make a request by completing and submitting an Irrevocable Vacation Cash Out request form to the Director of Human Resources. Forms that are received after the first full pay period of December shall be ineligible for receiving the cash out the following calendar year.
Once the election is made, it is irrevocable, meaning the employees must cash out the elected number of accrued vacation hours during that calendar year. If the employee does not select a date to receive the cash out, the employee will be paid with the paycheck coinciding with the last pay period of the calendar year.
 - (c) The employee will select either pay period 7, pay period 13, pay period 19 or pay period 24 to receive the cash-out; however, in no circumstances can an employee receive payment for future vacation accrual cash-out until the employee has actually accrued that number of vacation hours. For example, an employee earning 5 hours of vacation per pay period, who wishes to cash out 40 hours of vacation accruals, may receive their cash-out accrual any time after eight pay periods have passed.
 - (d) As a condition of applying for cash-out, an employee must consent to future payroll deductions (in accordance with Section 7 below) for necessary withholdings of required taxes.
 - (e) All cash-outs of future vacation accruals will be included in an employee's regular paycheck.
5. Emergency Vacation Accrual Cash-out
 - (a) An employee may request to cash-out vacation due to an unanticipated emergency that is caused by an event beyond the control of the employee and

when the employee can demonstrate that it would result in severe financial hardship to the employee if early withdrawal were not permitted. Severe financial hardship to the employee includes:

- i. Losses resulting from a sudden and unexpected illness or accident of the employee or of a qualified family member.
 - ii. Losses of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.
 - iii. Losses that can be resolved through reimbursement or compensation by insurance or otherwise, liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of voluntary deferrals to a 457 plan shall disqualify an employee from being eligible to receive Emergency Vacation Accrual Cash-out.
 - iv. Or any other reason as allowable per the IRS.
- (b) Emergency Vacation Accrual Cash-out shall be limited to the amount of leave necessary to address the nature of the emergency and shall not exceed the maximums identified in section 23.09 (1) through (3).
6. Vacation leave may not be carried-over to cash-out in subsequent years, except upon separation from City service.
7. The Union understands and agrees that employees have a responsibility to pay their taxes in accordance with IRS regulations. Therefore, any adjustments for prior taxes shall be deducted from an employee's paycheck. The City shall provide the employee a fourteen (14) calendar day notice before taking any payroll deductions for this purpose. For amounts greater than \$100, the employee may request the deductions be taken over a period of sequential pay periods, not to exceed eight (8) pay periods.

SECTION 24.00 - SICK LEAVE

24.01 Employees shall be granted paid sick leave credits beginning with the date of original employment at the rate of 3.69 hours for 40-hour employees on a bi-weekly basis. Employees become eligible to take accrued sick leave upon completion of one full month of continuous services. Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion but shall be allowed only in case of necessity and actual sickness or disability. Medical or dental appointments may be charged against sick leave but shall be limited to a maximum of four (4), hours per appointment and should be scheduled and approved in advance. Approval of sick leave for appointments in excess of four (4) hours are subject to the discretion of the Department/Division Head. The Human Resources Director shall direct and enforce such administrative control as may be necessary to prevent abuse of sick leave privilege.

24.02 Employees who work less than full-time shall earn sick leave on a pro-rated basis based on their regularly scheduled assignment.

24.03 The City agrees to provide CalPERS Credit for Unused Sick Leave (GC 20965) provision—see MOU section 31.0—for all employees retiring from the City through CalPERS.

24.04

Sick leave cash out for existing employee's "IRS Constructive Receipt": Employees hired on or before July 17, 1999, with five (5) or more years of service wishing to cash out

future sick leave accruals may make a request by completing and submitting an Irrevocable Sick Leave Cash Out request form to the Director of Human Resources. Forms will be accepted between November 1st of each year through the end of the first full pay period in December. Payout shall be in accordance with appropriate pay out formulas described in Section 24.05. However, the maximum annual amount shall not exceed 50% of employee's sick leave balance. Employees eligible for this benefit shall at all times maintain a sick leave balance of at least 240 hours.

- 24.05 For employees hired on or before July 17, 1999, the City agrees to provide CalPERS Credit for Unused Sick Leave (GC 20965) or pay an employee who is separating from the City in good standing with at least five (5) years of service an amount equal to 2.5% per year of service for unused accrued sick leave. The pay-out formula shall be $2.5\% \times \text{years of service} \times \text{highest hourly rate} \times \text{sick leave hours accrued}$. Good standing shall be based on the employee's overall work record and the decision of the Human Resources Director.

SECTION 25.00 - FAMILY LEAVE

- 25.01 Employees with available sick leave accruals may use such sick leave for family medical purposes when a member in the employee's immediate family is involved.
- 25.01.1 In this section, family medical purposes shall mean illness, accident, medical appointments or other related occurrences.
- 25.01.2 Immediate family is defined to include: mother, mother-in-law, father, father-in-law, spouse, domestic partner, brother, sister, son, daughter, grandparent, grandchild, adoptive parents or adoptive children, whether the immediate family is of the employee's or the employee's spouse's family.
- 25.01.3 Each employee shall be allowed to use a maximum of up to half (50%) of the employee's annual earned sick leave per calendar year for this purpose. Additional leave may be granted in unusual circumstances by the Human Resources Director.
- 25.01.4 Employees may use accrued sick leave up to fourteen (14) consecutive calendar days leave for birth or adoption of a child beginning with the day of adoption or birth.

SECTION 26.00 - COMPASSIONATE LEAVE

- 26.01 The City agrees to provide compassionate leave when death occurs due to the death of to 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.
- 26.02 Immediate family is defined to include: mother, mother-in-law, father, father-in-law, spouse, domestic partner, brother, sister, son, daughter, grandparent, grandchild, adoptive parents or adoptive children, whether the immediate family is of the employee's or the employee's spouse's family.

- 26.03 Salary paid during this leave is not deducted from any leave balance. Additional leave may be granted in special circumstances by the Human Resources Director.
- 26.04 In special circumstances, the Human Resources Director may allow an employee to utilize compassionate leave for individuals who are not members of the employee's immediate family.

SECTION 27.00 - MILITARY LEAVE

- 27.01 Military leave shall be granted in accordance with the provision of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken. An employee shall notify and provide applicable orders to the Department Head of the need for military leave as soon as possible after learning of the need.

SECTION 28.00 - WORKERS' COMPENSATION LEAVE

- 28.01 Employees unable to work because of a work-related illness or injury are eligible for workers' compensation leave, provided that the Employee has notified superiors of the illness or injury and the claim has not been denied by the Human Resources Director or worker's compensation insurance administrator authorized by the City.

Workers' Compensation leave shall be 100% of regular pay for two (2) calendar weeks (80 hours or 75 hours, depending on the employee's regular work schedule), followed by 80% of regular pay for six weeks (32 hours or 30 hours per week, depending on the employee's regular work schedule) to a maximum of sixty (60) calendar days. This leave shall cover all time off from work related to the injury, including doctor's appointments and therapy treatments, provided that said hours do not exceed available workers' compensation leave. Leave accruals shall be prorated accordingly.

In addition, any employee incurring such an injury or disability shall be entitled to compensation to the extent provided in the State Workers' Compensation Insurance Act. An employee who is on an approved Workers' Compensation leave, may utilize their leave accruals to integrate pay so as to receive one hundred percent (100%) of their pay for the time they would have been normally scheduled to work. An employees who has exhausted eligible workers' compensation leave are required to utilize available leave accrual balances (such as sick, vacation, comp time, etc.) to cover any period of unpaid absences.

- a) Upon expiration of available workers' compensation leave, all time lost (including doctors' appointments and therapy treatments less than one full workday) shall be charged to earned vacation and sick leave, if available.
 - b) When an employee chooses to integrate leave balances, upon expiration of available earned comp time, vacation and sick leave, the employee shall only be entitled to receive Workers' Compensation payments, as specified by law.
- 28.02 An employee returning from a work-related injury shall submit a medical release by a medical practitioner indicating the employee is able to perform the essential job functions with or without restrictions. If the employee is cleared to return to their position without restrictions, the employee shall return to their previously held position. If the employee has medical restrictions, the City shall schedule a meeting with the employee to engage in the interactive process to determine if the restrictions can be accommodated. .

- 28.03 Injured employees designated permanent and stationary or accepted into a qualified rehabilitation program and unable to return to their prior occupations may retire (if eligible) or involuntarily terminated.

SECTION 29.00 - LEAVE OF ABSENCE

- 29.01 The Human Resources Director may grant a Permanent employee leave of absence one time per calendar year without pay not to exceed one year. Leave shall be considered upon written request of the Employee.
- 29.01.1 In evaluating employee requests, the Human Resources Director shall consider the recommendation of the Department Head, departmental workload, the best interests of the City, the employee's duration of employment, the employee's performance record, and the reason for the leave.
- 29.01.2 Any Permanent employee with a non-work-related injury or medical condition who has exhausted all sick leave may request a leave of absence with a doctor's certificate. At the City's discretion and expense, the City at any time may require a medical exam at a facility selected by the City.
- 29.01.3 An employee who is on leave without pay status shall not earn any employment benefits (including, but not limited to, such benefits as vacation leave, medical benefits, sick leave, retirement benefits, credit for time employed or seniority entitlements of any kind) for the period of such status. It is the intent of this subsection that one on leave without pay status is deemed unemployed for the period of such status in terms of earning benefits.
- 29.01.4 The Human Resources Director may authorize continuation of the employee's elected medical and/or dental coverage for all or part of the duration of leave without pay. This shall be done only in extraordinary circumstances and when it is deemed to be in the best interest of the City.
- 29.02 A department head shall have the authority to approve an unpaid leave not to exceed 150 work hours each fiscal year.
- 29.03 Nothing herein shall preclude an employee from waiving in writing the right to reinstatement as a condition to approval for a leave of absence. Any employee who waives the right may be reinstated in accordance with the City's Personnel Rules & Regulations as if they had been subject to a reduction in workforce, except that they shall be placed at the bottom of a reemployment list for any position for which they qualify.
- 29.04 Failure on the part of an employee on leave to report to duty on the date and time that leave terminates may be cause for discharge.

SECTION 30.00 - LIGHT DUTY

- 30.01 The City recognizes the importance of providing support and encouragement to employees who are recovering from an injury or illness in an effort to assist in making a complete and healthy recovery. Therefore, the City agrees to make every reasonable effort to temporarily provide light duty as follows:
- 30.01.1 Any assignment of light duty shall be conditioned upon receipt of a statement from a physician which either recommends or requires light duty.

- 30.01.2 No employee assigned to light duty shall be required to return to their regular duties without a written release from a physician.
- 30.01.3 The temporary assignment of light duty may be in any department of the City provided that the assignment is compatible with the employee's ability, consistent with the written recommendations of the employee's physician, and is subject to the approval of the Department Head.
- 30.01.4 Said employee shall not be increased nor reduced in pay or benefit solely by virtue of said temporary transfer.
- 30.01.5 Provided that the City may verify said disability by having said employee examined by a physician of the City's choosing at the City's expense.
- 30.01.6 In the event of conflicting medical opinions, no employee shall be required to accept a light duty assignment.
- 30.01.7 The City is currently developing a policy on the subject of light duty. MEA agrees to meet and confer with the City during the term of the MOU regarding the policy.

SECTION 31.00 - RETIREMENT

- 31.01 The City will provide the 2% at 62 CalPERS retirement plan based on the highest 3 year annual average pensionable compensation depending on the eligibility of the new hires, hired on or after January 1, 2013. Employee shall be responsible for the member portion of the contribution to CalPERS retirement.

The City will provide the 2% at 60 CalPERS retirement plan based on the highest 3-year annual average pensionable compensation plan to all new hires (Section 20475: Different Level of Benefits Provided for New Employees) hired on or after October 9, 2011 the effective date of PERS ordinance adopted by the City Council. Employees shall be responsible for the 7% member contribution to CalPERS retirement.

For employees hired before October 9, 2011, the City shall continue, during the term of this Understanding, the present retirement plan, commonly referred to as the 2.7% at 55 plan, including the final year compensation amendment and 1959 Survivors Benefit in full force and effect. Employees shall be responsible for 8% member contribution to CalPERS retirement.

- 31.02 Upon retirement, disability retirement or death, for those employees who were hired on or before July 17, 1999 only, and who had at least five (5) years of service, the City shall pay the separating employee, or his or her estate, for unused accrued sick leave. The amount paid shall be equal to 2.5% per year of service for unused sick leave. The pay-out formula shall be: $2.5\% \times \text{years of service} \times \text{highest hourly rate} \times \text{sick leave hours accrued}$; or
 - 31.02.1 Upon retiring with CalPERS, all eligible employees may participate in the PERS Credit for Unused Sick Leave (GC 20965) provision of the City's CalPERS retirement plan.

31.03 For the purpose of this section, an employee who is retiring is one who has submitted an application for retirement to the California Public Employees Retirement System (CalPERS) and had it approved.

31.04 Retiree Medical

31.04.1 For employees hired before June 30, 1996, the City agrees to pay the premiums for employee-only health coverage for all employees, with at least five (5) years of service, who retire after July 17, 1999 and as long as the employee maintains enrollment in one of the City health plans. Employees receiving disability retirements shall be eligible for retiree health coverage until they are covered by another health plan (such as another employer or through a spouse). Retirees may elect to continue coverage for a spouse under the retiree group medical plan provided that the spouse is covered by the group plan at the time the employee retires and maintains enrollment. The retiree is responsible for the additional monthly premium.

31.04.2 When the City contributes toward retiree premiums, the maximum allowable shall be based on the lowest single rate for active employees. This maximum allowable City contribution shall not apply to persons who retire prior to the date this MOU is adopted by the Milpitas City Council.

31.04.3 Employees hired after June 30, 1996, shall be subject to the following provisions with respect to the retiree health plan benefits:

Upon completion of the first through the ninth year of service, and upon retirement, the City shall provide 25% of the lowest cost single medical insurance premium payment for the employee only (no more than any active employee's single lowest cost premium rate), as long as the employee remains in one of the City sponsored health care programs.

Upon completion of the ninth year, this payment of the retiree's medical insurance shall increase to 50%.

Upon completion of the fourteenth year, this payment of the retiree's medical insurance shall increase to 75%.

Upon completion of the nineteenth year, this payment of the retiree's medical insurance shall increase to 100%.

31.05 PERS Contract Amendment - Credit for Unused Sick Leave

31.05.1 Effective July 18, 1999, the City has amended its PERS contract to provide for the Credit for Unused Sick Leave as set forth in Government Code Section 20862.8.

31.05.2 All employees hired on or after July 18, 1999 shall not be entitled to sick leave cash out. Sections 24.03 and 31.02 of the MOU shall not apply to them.

SECTION 32.00 - BENEFITS

32.01 The City shall provide active employees the CalPERS medical insurance for health benefits. The total monthly health benefit per employee shall be based on the Kaiser rates for employee, employee +1, and family plan. Only employees who have eligible dependents shall be compensated above the single rate plans.

1. The aforementioned health care plan is currently being offered by the City of Milpitas. The City reserves the right to discontinue offering CalPERS due to the following:
 - a. The plan imposes exorbitant costs upon the City;
 - b. The health care carrier refuses to provide services to the City;
 - c. The health care provider no longer offers the services; or
 - d. The health plan is discontinued.
2. If the City discontinues use of CalPERS Health, they will provide a health care provider with similar services.
3. The City will provide a life insurance policy in the amount of \$50,000.00 for each employee.
4. The City shall continue to provide a Short-Term Disability Plan at the current benefit level.
5. The City shall continue to provide a Long-Term Disability Plan at the current benefit level.
6. The City will provide a vision plan for each employee and eligible dependents.
7. Payroll deductions for benefit costs above the City benefit contribution shall be permitted, provided that the City shall not assume unreasonable administrative costs.
8. Employees who are covered as an eligible dependent under another health insurance plan may waive health coverage and receive a total of one hundred and twenty-five dollars (\$125.00) per month, paid bi-weekly (\$57.70) over 26 pay periods. Employees who wish to waive health insurance coverage must complete the City of Milpitas' "Health Insurance Waiver" indicating they agree to abide by the terms and conditions of the waiver.

32.02 Benefit Contribution Part Time Employees: The City agrees to contribute monthly premiums for medical, dental and life insurance in an amount to reflect hours budgeted, pro-rated against the amount contributed for full time employees. For example, if an employee is budgeted to work twenty (20) hours per week, the City will contribute fifty percent (50%) of the benefit contribution for full time employees. Similarly, if a part-time employee is budgeted to work thirty (30) hours per week, the City will contribute seventy-five percent (75%) of the benefit contribution. The City agrees to provide short-term disability and long-term disability insurance benefits, with similar coverage to the coverage employees possess, at no cost to part-time employees.

32.03

SECTION 33.00 - TRAINING

33.01 If an employee is directed to participate in a training program, which is related to their job, the City shall provide compensation for the following:

- a. Regular wages for time away from the job (if during working hours);
- b. Overtime or compensatory time off whenever an employee's combined training time and work time exceeds the scheduled work day;
- c. Costs of tuition and/or registration for the training;
- d. Reimbursement for authorized transportation cost to and from the training. (i.e. Mileage reimbursement if an employee uses their personal automobile as allowed by the City. However, if employees car pool to a training session, only the employee who is the owner of the automobile shall be entitled to mileage reimbursement).

33.02 Participation in and successful completion of training course may be considered in making employment advancements and promotions.

33.03 The City of Milpitas provides a tuition reimbursement program for educational activities, which are job related and approved in advance by the Department Head and the Human Resources Director. The amount of the fund shall not exceed the amount budgeted for this purpose. Subject to the availability of monies in the fund, individual employees are subject to a total reimbursement of \$1,400 per fiscal year. Reimbursement is subject to the guidelines outlined in the Tuition Reimbursement Standard Operating Procedure (S.O.P. 6-13).

SECTION 34.00 - UNIFORMS

34.01 The City agrees to provide uniform work clothes for MEA employees who are required to wear such uniforms on an annual basis. Uniforms are to identify City employees. Shirts and hats shall have the city emblem, department name, and/or the words City of Milpitas.

34.02 The following laundered clothing shall be provided:

- (a) Nine (9) work pants
- (b) Nine (9) may be the tailored shirts.
- (c) Five (5) pair of coveralls

34.02.1 In the event a uniform becomes damaged in the course of work, the City shall replace the damaged item.

34.02.3 The City will provide one Gerber/Leatherman multi-tool to current members who have not been issued a multi-tool. In addition, all new members will receive a multi-tool as part of their uniform package. The City will replace multi-tools if needed, with Department Head approval.

34.02.1 The City agrees to provide a stipend of \$750 per employee for non-laundered uniform clothing. Employees shall purchase non-laundered uniform clothing from City approved vendor. Non-laundered uniform clothing will meet uniform and safety

requirements. The stipend will be included with the first pay period of the fiscal year for current employees and within the first pay period for new hires.

34.03 Exemption from wearing uniform:

34.03.1 If it is determined by a physician that there is a medical reason which prevents an employee from wearing a City uniform (i.e., fiber content), then such employee shall not be required to wear a uniform. To be eligible for this exemption, the employee must submit a physician's statement to his/her supervisor verifying the above. The City reserves the right to have the employee examined by the City physician (at the City's expense) at any time.

34.05 Uniform colors: All employees will wear same color uniforms, and the color and quality of uniforms shall be approved by the Department Head. The City is agreeable to two different colors to be determined by the Department Head.

SECTION 35.00 - HEALTH & SAFETY

35.01 The City shall reimburse up to \$300 (\$325 for bifocals) per employee per fiscal year towards the purchase of safety prescription eyeglasses provided that they are not covered by the employee's health plan. Replacement costs may be covered upon approval of the City Manager or his/her designee if there has been a significant change in the employee's prescription or damage occurred as a result of a work-related incident.

35.02 In addition, the City shall provide a maximum of \$300 reimbursement per employee per fiscal year for the purchase of safety shoes. If additional funds after the purchase of the shoes are available, the employee may use the funds for related footwear accessories or repairs. The wearing of said items is mandatory and said footwear must meet safety guidelines set by the City.

35.03 Employee Fitness Program:

35.03.1 Purpose: To provide employees the opportunity to voluntarily participate in City-sponsored recreation programs at no cost during non-work hours.

35.03.2 Scope of Services: This program shall allow employee participation in all adult fitness and sports related activities offered by the Recreation and Community Services Department. Employees shall be granted use of all sports facilities operated and/or maintained by the Recreation and Community Services Department at the Milpitas Sports Center.

35.03.3 Cost: Programs shall be offered at no cost to employees. Spouses shall be required to pay full registration and non-resident fees if applicable. Each non-employee participant in an organized team activity shall be required to pay a fee equal to the team registration fee divided by the number of participants. The City agrees to waive fees for use of City parks by employees for softball team practice, except for costs if field lights are used.

35.03.4 Restrictions:

(a) Each employee shall be required to complete a registration form, medical history card, and a contract and/or a participant waiver form limiting the

City's liability during the employee's participation in a particular program or activity.

- (b) Organized adult athletic programs and leagues, such as softball or basketball, require that employees register in advance. Employees choosing to participate in any of the drop-in programs shall either be issued a pass (for programs which utilize passes) or use their employee ID card (which is issued to all employees at the time of initial appointment) for admission purposes.
- (c) Employees shall not be afforded preferential treatment in instances where a program or activity has already reached its maximum enrollment and shall be added to an established waiting list as appropriate.
- (d) Participation in program requiring advanced registration shall follow the same time schedule as those established by the Department for local residents.
- (e) No limit shall be placed on the number of programs or activities in which an employee may participate except that the activity must be within the scope of services offered by the Recreation and Community Services Department.
- (f) Participation in the program is voluntary and must not conflict with normal work schedules and shall take place during off-duty periods.

35.04.5 These items are not meant to be an all-inclusive list of provisions and restrictions that shall otherwise need to be applied to this program, as it is likely that instances will arise that will require further adjustments. This program shall be evaluated annually with respect to its overall effectiveness and possible application to other Recreation Services programs outside of those offered at the Milpitas Sports Center.

SECTION 36.00 - MISCELLANEOUS

36.01 When available, the City shall furnish vehicles from the City's car pool to conduct official City business. In the event a pool car is unavailable, the employee shall use the employee's own vehicle on a temporary basis.

- (a) An employee shall receive authorization from their Department Head or their designee prior to using the employee's own vehicle.
- (b) Temporary basis shall be defined as no more than five (5) consecutive working days unless otherwise agreed to by the employee. Employees who use their car on a temporary basis shall be reimbursed by the City at the rate established by the IRS.
- (c) Any employee who drives their own vehicle on official City business must have a valid California driver's license and proof of valid insurance.

36.02 The City recognizes that air-conditioned City-owned/leased vehicles can contribute to a comfortable and productive working environment. When ordering new vehicles, the City intends within reason to order air-conditioning in said vehicles when said equipment is offered by the manufacturer as an option.

- 36.03 Experimentation, Working Hours - Any experimentation with hours of employment or other related criteria shall be subject to meeting and conferring.
- 36.04 Replacement of Personal Articles - The City shall replace, within reason, personal articles damaged during performance of duty upon recommendation of the individual's immediate supervisor and Department Head, and approval of the City Manager. The prior condition of the article, precautions taken to protect the article, and the exercise of proper judgment of wearing or using an expensive article on the job that has certain hazards connected with it shall be considered in determining the amount of replacement. An employee shall obtain approval from his/her supervisor to bring in and use personal articles in the line of work.
- 36.05 Seniority - The City agrees to recognize and consider seniority as a factor in approving requests for vacation leave, work schedules, work assignments, and lateral transfers, when all other factors for employees are equal. The needs of the City, however, shall also be considered, and may in some instances be the determining factor for approving such requests. If seniority is not the deciding factor, an employee not selected may within 10 days of the decision make a request in writing/email to the Human Resources Director for a meeting to discuss.
- 36.06 The City agrees to provide sick and vacation leave balances on employee's biweekly pay stubs.
- 36.07 Employees assigned as pesticide applicators shall be able to use required respirator equipment safely.
- 36.08 Copying Charges: The City agrees to waive copying charges for Association business that fall below \$10.00 per month providing that:
- (a) the Association shall not use City copying facilities or supplies to promote positions or causes which could be inflammatory or cause adverse reactions against the City;
 - (b) if the copying charge for any one month exceeds \$10.00, then the full amount shall be payable to the Accounting Office within 30 days of receipt of statement;
 - (c) the City shall have the right to withdraw this privilege for non-compliance with 1 and 2 above.
- 36.09 Special Equipment Operation: A field maintenance employee who is assigned to operate the ten- wheel dump truck or the hydraulic vacuum line cleaning truck shall be a Maintenance Worker III. In the event that an employee in a class with a lesser pay range is assigned to operate one of these pieces of equipment, that employee shall receive work out-of-class pay in accordance with Section 20.00 of the Memorandum of Understanding.
- 36.10 The Utilities Camera Truck (CCTV) and Sewer Truck will be operated by employees holding the classification of Equipment Maintenance Worker II or Equipment Maintenance Worker III.
- 36.11 The City shall provide for commercial drivers to obtain the required California Department of Motor Vehicles (DMV) medical examination through the City's health care provider. Employees who choose to obtain a DMV medical through their personal doctor

are eligible for reimbursement up to \$125 per employee per fiscal year towards the medical examination. Employees must submit receipts and Evidence of Benefit (EOB) coverage sheets to be eligible for reimbursement.

- 36.12 All employees shall be permitted release time to vote in public elections as provided for in Election Code 14000.
- 36.13 The City and MEA are aware that department heads and/or their designees do periodically promulgate SOPS. The City acknowledges that when the effect of any such SOP is a change regarding matters within the scope of representation, the SOP implementation shall be undertaken in accord with the Meyers-Milias-Brown-Act.
- 36.14. Insourcing of Work: During the term of the MOU, the City agrees to meet and confer upon request of the Union regarding insourcing Park and Landscape work that is currently being contracted out to a third party provider. The City agrees to meet with the Union within 30 days of the request.

SECTION 37.00 - NO LABOR ACTION

- 37.01 Neither the Association nor its agents or any employee, for any reason, shall authorize, institute, aid, condone, or engage in a work stoppage, slowdown, strike, sick-out, or any other interference with the work and statutory functions or obligations of the City while this Memorandum of Understanding is in effect. While this Memorandum is in effect, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Memorandum.

SECTION 38.00 - SEASONAL WORKERS

- 38.01 Seasonal workers shall be limited to nine hundred ninety-nine (999) hours of work per fiscal year. Seasonal workers shall be limited to the duties they may perform according to section. Seasonal workers may operate any class C vehicle that is not equipped for a special purpose. The only-power equipment they may operate is equipment in the 600 & 6000 series, with the exception of chain saws and augers.

SECTION 39.00 - RETIREE CONTRIBUTION FUND

- 39.01 Effective with the term of this MOU, the City shall contribute 1.11% of the bargaining unit's payroll with benefits figure for the MILPITAS EMPLOYEES TRUST fund.
- 39.02 The City's commitment to the fund will be determined as of the last full pay period of June of each year. At that time, the benefit figure will be recalculated. By approximately mid-August, the computed amount will be contributed to the MILPITAS EMPLOYEES TRUST fund.
- 39.04 This agreement does not guarantee or commit future City funding for retiree or retiree dependent health insurance premiums.

SECTION 40.00 - INCENTIVE PAY

- 40.01 Professional Certification Incentive Program

Employees shall be eligible for the Professional Certification Incentive Program when possessing an authorized license or certificate that reflects their achievement in attaining certification for professional excellence and experience as follows:

40.01.01 Qualifying License/Certification

The professional certificate or license must be of the highest measure and meet the following criteria:

- (a) The professional license or certification must be issued by either the State of California or a nationally recognized professional organization that administers a nationwide competency examination recognized by the City as a standard of excellence and professional competency.
- (b) The license or professional certification shall enhance the employee's ability to do their job and be over and above the basic job qualifications required for the position held.
- (c) The license or certification must be current and not expired.
- (d) All licenses or certifications must be evaluated and approved by the Public Works Director before they may be considered for this program. Decisions by the Public Works Director regarding eligibility are final.

40.01.02 Conditions and Exceptions

- (a) Employees possessing a license or certificate that meets the criteria established above, and that has been authorized by Public Works Director must submit a transmittal along with proof of license or certification.
- (b) In addition to proof of license or certification, an employee must maintain their certificate consistent with the certifying organization's criteria.
- (c) The qualified period for additional compensation under the Professional Certification Incentive Program is determined annually and is based on the month in which the license or certification is received. Once eligible, qualified employees will receive the incentive pay on the first pay period following the date that they were granted the license or certification.

40.01.03 Compensation

Incentive Pay shall be paid at a four percent (4%) base salary increase. At no time will an employee receive additional compensation for holding more than one qualifying license or certification.

40.02 Additional Pay Incentive

For the period of this Memorandum of Understanding, employees will be entitled to an additional 4% incentive pay if they hold the appropriate license or certificate listed under section 41.02.01 below. Employees are not eligible for the "Additional Pay Incentive" when the license or certification is required in the employee's existing job classification or if the license or certification is used to qualify for incentive pay under section 41.10 of this Memorandum of Understanding.

40.02.01 Grade D2 or higher Water Distribution Operation Certificate from California State Water Resources Board.

All employees receiving an Additional Pay Incentive under this section July 1, 2020, for obtaining and maintaining a California Water Distribution Operator certification under the terms and conditions of the 2017-2020 Memorandum of

Understanding, are considered grandfathered in terms of the minimum certification requirement listed in section 41.02.01.

40.03 Longevity Pay

Effective the first full pay period in July, 2023, employees shall be eligible for longevity pay as follows:

- (a) Effective the first full pay-period after the employee's 9th year of service, a longevity incentive of one percent (1%) over base pay.
- (b) Effective the first full pay-period after the employee's 14th year of service, a longevity incentive of two percent (2%) over base pay,
- (c) Effective the first full-pay period after the employee's 19th year of service, a longevity incentive of three percent (3%) over base pay,

SECTION 41.00 – LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

- 41.01 MEA members currently participate in the LIUNA National Pension Fund under terms set forth in former Section 42.00 of the Memorandum of Understanding approved by City Council on June 7, 2011, (hereafter "PRIOR MOU") and the Standard Form of Participation Agreement signed by the City and MEA in 2002. It is agreed between the Parties that this section 42.00 shall replace that earlier Section 42.00 part of the PRIOR MOU for now and in the future until such time as MEA, or its successor bargaining group or individual employee successors no longer participate in the LIUNA National Pension Fund and there exists no obligation on behalf of the City or MEA or its successor bargaining group or individual employee successors to contribute funds to the LIUNA National Pension Fund, or this Section 42.00 is rescinded or modified by mutual agreement.
- 41.02 It is further agreed between the Parties that all obligation to make payments to the LIUNA National Pension Fund (including the \$1.00 City contribution referred to in Section 42.01 of the PRIOR MOU) for pension coverage for MEA employees shall be paid by MEA employees and the City will have the right to deduct the payment from MEA employee wages and make such payments as are due directly to the LIUNA National Pension Fund. This shall include any obligation to make payments to the LIUNA National Pension Fund as now exist or increased amounts which may be imposed in the future for rehabilitation plans imposed, plan restructuring, election for "preferred" benefits under the current Rehabilitation Plan or any other reason. It is further agreed that the City as employer shall elect, if such option is available, the "preferred" payment option, allowing MEA employees enhanced benefits, payment for which MEA employees will be responsible, as agreed and set forth above, but with the understanding that if payments are also due for past obligations under the "preferred" plan, then MEA employees shall be responsible for such amounts which the City may also deduct in reasonable payment amounts from MEA employee wages.
- 41.03 Employee liability for LIUNA pension payments as described in paragraph 42.02 above do not include any fund liability for the City's unilateral withdrawal from the LIUNA National Pension Fund, were that to occur in the future. Responsibility for such liability, were it to occur, shall remain subject to future negotiations between the Parties.
- 41.04 Deductions from MEA employee wages, as set forth in paragraph 42.02 above, shall be processed and deducted as pre-tax pension benefit payments from current and future MEA employees and will include a pro rata share of the indebtedness owed for MEA

employees, including retirees, for the period from January 1, 2012, through the present time, until such time as that indebtedness is satisfied.

- 41.05 This section does not constitute a change in conditions from those set forth in the PRIOR MOU and any LOU incorporated therein, governing MEA and the City. To the extent this Section is inconsistent with the PRIOR MOU and any LOU incorporated therein, this Section shall constitute the intent and govern the rights of the Parties.
- 41.06 By inclusion of this section in this MOU, all parties agree that this matter has been fully discussed amongst the Parties and all meet and confer obligations under the law, including the Meyers-Milias Brown Act, have been fully complied with.

SECTION 42.00 - SAVINGS CLAUSE

- 42.01 If any section, subsection, sentence, or clause or phrase of this MOU is for any reason held illegal, invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 43.00 – LABOR MANAGEMENT COMMITTEE

- 43.01 During the term of this agreement the parties agree to create a Labor Management committee tasked with the development of discipline specific maintenance worker classifications and job descriptions.

Date: _____

City Representatives:



Richard C. Bolanos
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Vicky Lien
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Ned Thomas
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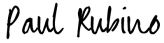
Union Representatives:

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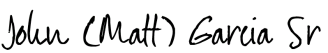

Robert DeLong
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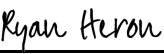

Martin Herrera
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Jorge Cortes
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Pete Scrempos
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Paul Rubino
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LaDondi Ceasar
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John (Matt) Garcia Sr.
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Ryan Heron, UPEC Local 792
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Appendix A**Effective July 1, 2023
4% Salary Increase**

Classification		Monthly
Assistant Water Operator	\$ 7,213.08	- \$ 8,767.56
Assistant Water Operator - 40	\$ 7,739.03	- \$ 9,409.29
Cross Connection Specialist	\$ 7,998.54	- \$ 9,820.12
Equip Maint Worker I - 40	\$ 7,038.04	- \$ 8,552.53
Equip Maint Worker II - 40	\$ 7,739.03	- \$ 9,409.29
Equip Maint Worker III - 40	\$ 8,719.12	- \$ 10,601.44
Equipment Maint. Worker I	\$ 6,557.31	- \$ 7,970.51
Equipment Maint. Worker II	\$ 7,213.08	- \$ 8,767.56
Equipment Maint. Worker III	\$ 8,127.19	- \$ 9,878.59
Fleet Maint Worker I -40	\$ 6,718.61	- \$ 8,167.36
Fleet Maint Worker II - 40	\$ 7,389.83	- \$ 8,982.55
Fleet Maint Worker III -40	\$ 8,499.60	- \$ 10,331.53
Fleet Maintenance Worker I	\$ 6,298.74	- \$ 7,656.04
Fleet Maintenance Worker II	\$ 6,928.64	- \$ 8,421.63
Fleet Maintenance Worker III	\$ 7,967.83	- \$ 9,684.98
Maint Worker III - 40	\$ 7,236.96	- \$ 8,797.22
Maintenance Assistant	\$ 4,412.93	- \$ 5,305.25
Maintenance Custodian I	\$ 4,832.81	- \$ 5,874.37
Maintenance Custodian I - 40	\$ 5,155.04	- \$ 6,265.93
Maintenance Custodian II	\$ 5,316.22	- \$ 6,461.77
Maintenance Custodian II - 40	\$ 5,670.63	- \$ 6,892.63
Maintenance Custodian III	\$ 6,113.52	- \$ 7,431.11
Maintenance Custodian III - 40	\$ 6,521.51	- \$ 7,925.87
Maintenance Worker I	\$ 5,316.22	- \$ 6,461.77
Maintenance Worker I-40	\$ 5,722.32	- \$ 6,954.89
Maintenance Worker II	\$ 5,847.76	- \$ 7,107.96
Maintenance Worker II-40	\$ 6,293.02	- \$ 7,649.26
Maintenance Worker III	\$ 6,724.83	- \$ 8,174.17
SCADA Technician	\$ 8,153.35	- \$ 10,010.19
Senior Public Works Lead	\$ 9,593.81	- \$ 11,661.63
Senior SCADA Technician	\$ 8,968.67	- \$ 11,011.21
Water Meter Technician I	\$ 5,316.00	- \$ 6,461.75
Water Meter Technician I -40	\$ 5,670.83	- \$ 6,893.65

Appendix A**Effective the first full pay period in July 2024****4% Salary Increase**

Classification		Monthly
Assistant Water Operator	\$ 7,501.60	- \$ 9,118.26
Assistant Water Operator - 40	\$ 8,048.59	- \$ 9,785.66
Cross Connection Specialist	\$ 8,318.49	- \$ 10,212.92
Equip Maint Worker I - 40	\$ 7,319.56	- \$ 8,894.63
Equip Maint Worker II - 40	\$ 8,048.59	- \$ 9,785.66
Equip Maint Worker III - 40	\$ 9,067.88	- \$ 11,025.50
Equipment Maint. Worker I	\$ 6,819.61	- \$ 8,289.33
Equipment Maint. Worker II	\$ 7,501.60	- \$ 9,118.26
Equipment Maint. Worker III	\$ 8,452.27	- \$ 10,273.73
Fleet Maint Worker I -40	\$ 6,987.35	- \$ 8,494.06
Fleet Maint Worker II - 40	\$ 7,685.42	- \$ 9,341.85
Fleet Maint Worker III -40	\$ 8,839.58	- \$ 10,744.79
Fleet Maintenance Worker I	\$ 6,550.69	- \$ 7,962.28
Fleet Maintenance Worker II	\$ 7,205.79	- \$ 8,758.50
Fleet Maintenance Worker III	\$ 8,286.55	- \$ 10,072.38
Maintenance Worker III - 40	\$ 7,526.44	- \$ 9,149.10
Maintenance Assistant	\$ 4,589.45	- \$ 5,517.46
Maintenance Custodian I	\$ 5,026.13	- \$ 6,109.35
Maintenance Custodian I - 40	\$ 5,361.24	- \$ 6,516.57
Maintenance Custodian II	\$ 5,528.87	- \$ 6,720.24
Maintenance Custodian II - 40	\$ 5,897.45	- \$ 7,168.34
Maintenance Custodian III	\$ 6,358.06	- \$ 7,728.35
Maintenance Custodian III - 40	\$ 6,782.37	- \$ 8,242.91
Maintenance Worker I	\$ 5,528.87	- \$ 6,720.24
Maintenance Worker I-40	\$ 5,951.21	- \$ 7,233.09
Maintenance Worker II	\$ 6,081.67	- \$ 7,392.28
Maintenance Worker II-40	\$ 6,544.74	- \$ 7,955.23
Maintenance Worker III	\$ 6,993.82	- \$ 8,501.14
SCADA Technician	\$ 8,479.48	- \$ 10,410.59
Senior Public Works Lead	\$ 9,977.57	- \$ 12,128.10
Senior SCADA Technician	\$ 9,327.42	- \$ 11,451.65
Water Meter Technician I	\$ 5,528.64	- \$ 6,720.22
Water Meter Technician I -40	\$ 5,897.66	- \$ 7,169.39

Appendix B

Special Equipment Operation

Pursuant to MEA MOU Article 36.09, a field maintenance employee who is assigned to operate the following equipment shall be a Maintenance Worker III. In the event that an employee in a class with a lesser pay range is assigned to operate one of these pieces of equipment, that employee shall receive work out-of-class pay in accordance with Section 20.00 of the Memorandum of Understanding. This list of equipment will be periodically reviewed and may be updated during Labor-Management Meetings with approval of both parties.

- Ten- wheel dump truck
- Ten-wheel hydraulic vacuum line cleaning truck

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 07/13/2025

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Accountant	50	2101	500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Technician I	50	6104	513	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Technician II	50	6105	514	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Analyst I	80	2102	801	43.28	3,462.67	90,029.42	-	-	-	-	-	-	-	-	-	56.98	4,558.39	118,518.14
Administrative Analyst II	80	2103	802	47.80	3,824.11	99,426.86	-	-	-	-	-	-	-	-	-	62.92	5,033.41	130,868.66
Administrative Assistant	80	6111	828	41.29	3,303.48	85,890.48	43.36	3,468.65	90,184.90	45.53	3,642.10	94,694.60	47.80	3,824.18	99,428.68	50.19	4,015.38	104,399.88
Assistant Chief of Police	60	1405	649	116.80	9,344.14	242,947.64	-	-	-	-	-	-	-	-	-	163.52	13,081.79	340,126.54
Assistant City Attorney	60	1113	645	80.82	6,465.24	168,096.24	-	-	-	-	-	-	-	-	-	109.40	8,751.75	227,545.50
Assistant City Manager	60	1104	666	101.41	8,112.63	210,928.38	-	-	-	-	-	-	-	-	-	141.97	11,357.69	295,299.94
Assistant Dir Recr & Comm Svcs	60	1121	659	69.20	5,535.95	143,934.70	-	-	-	-	-	-	-	-	-	96.88	7,750.33	201,508.58
Assistant Engineer	50	2201	502	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistant Finance Director	60	1109	669	72.98	5,838.26	151,794.76	-	-	-	-	-	-	-	-	-	102.17	8,173.76	212,517.76
Assistant Fire Marshal	60	2501	632	93.05	7,443.79	193,538.54	-	-	-	-	-	-	-	-	-	130.27	10,421.31	270,954.06
Assistant Planner	50	2801	503	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistant Pool Manager	70	5609	709	22.66	1,812.80	47,132.80	-	-	-	-	-	-	-	-	-	31.57	2,525.60	65,665.60
Assistant Water Operator	20	7212	221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assistant Water Operator - 40	20	8611	226	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Associate Civil Engineer	50	2202	504	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Associate Planner	50	2802	505	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Budget Manager	80	1115	839	63.09	5,047.51	131,235.26	-	-	-	-	-	-	-	-	-	83.05	6,643.99	172,743.74
Building & Housing Director	60	1802	658	88.20	7,055.63	183,446.38	-	-	-	-	-	-	-	-	-	123.47	9,877.89	256,825.14
Building Inspection Manager	80	3809	848	65.73	5,258.33	136,716.58	-	-	-	-	-	-	-	-	-	79.89	6,391.58	166,181.08
Building Inspector Apprentice	70	8610	770	28.00	2,240.00	58,240.00	-	-	-	-	-	-	-	-	-	35.00	2,800.00	72,800.00
Building Official	60	1804	676	77.58	6,206.24	161,362.24	-	-	-	-	-	-	-	-	-	108.61	8,688.74	225,907.24
Building Permit Technician	50	5801	508	43.50	3,479.61	90,469.81	45.65	3,651.83	94,947.68	47.94	3,834.76	99,703.81	50.34	4,027.27	104,708.99	52.86	4,228.37	109,937.52
Building/NP Inspector	50	3801	507	47.83	3,826.17	99,480.47	50.22	4,017.68	104,459.68	52.73	4,218.74	109,687.14	55.38	4,430.52	115,193.62	58.15	4,651.95	120,950.80
Business Systems Analyst/Dev	80	2119	853	57.70	4,615.99	120,015.74	-	-	-	-	-	-	-	-	-	75.95	6,076.05	157,977.30
Buyer	80	2106	803	42.89	3,431.28	89,213.28	-	-	-	-	-	-	-	-	-	56.46	4,516.63	117,432.38
Case Manager	50	5612	544	47.55	3,566.14	92,719.59	49.93	3,744.46	97,356.01	52.42	3,931.68	102,223.55	55.04	4,128.24	107,334.24	57.80	4,334.68	112,701.76
Chief Fire Enforcement Officer	60	1505	656	76.62	6,129.71	159,372.46	-	-	-	-	-	-	-	-	-	107.27	8,581.60	223,121.60
Chief of Police	60	1402	650	122.64	9,811.05	255,087.30	-	-	-	-	-	-	-	-	-	171.69	13,735.51	357,123.26
CIP Manager	60	2211	642	67.02	5,361.33	139,394.58	-	-	-	-	-	-	-	-	-	93.83	7,506.45	195,167.70
City Attorney	60	1112	644	99.96	7,997.00	207,922.00	-	-	-	-	-	-	-	-	-	124.95	9,996.27	259,903.02
City Clerk	60	1101	605	67.06	5,364.87	139,486.62	-	-	-	-	-	-	-	-	-	93.90	7,511.67	195,303.42
City Engineer	60	1201	606	78.23	6,258.32	162,716.32	-	-	-	-	-	-	-	-	-	109.52	8,761.65	227,802.90
City Manager	60	1102	697	182.21	14,576.92	378,999.92	-	-	-	-	-	-	-	-	-	182.21	14,576.92	378,999.92
Code Enforcement Officer	50	5804	515	44.73	3,577.96	93,027.04	46.96	3,757.13	97,685.41	49.31	3,944.87	102,566.59	51.78	4,142.28	107,699.25	54.37	4,349.34	113,082.84
Communications Dispatch Superv	40	6409	456	61.94	4,954.90	128,827.40	65.03	5,202.64	135,268.64	68.28	5,462.79	142,032.54	71.70	5,735.94	149,134.44	75.28	6,022.74	156,591.24
Communications Dispatcher	40	6408	455	53.63	4,290.14	111,543.64	56.31	4,504.62	117,120.12	59.12	4,729.84	122,975.84	62.08	4,966.29	129,123.54	65.18	5,214.61	135,579.86
Community Service Officer	40	6412	460	46.22	3,697.73	96,140.98	48.53	3,882.63	100,948.38	50.96	4,076.76	105,995.76	53.51	4,280.59	111,295.34	56.18	4,494.64	116,860.64
Councilmember	60	1107	699	20.87	417.40	10,852.40	-	-	-	-	-	-	-	-	-	20.87	417.40	10,852.40
Crime Analyst	80	2105	809	51.81	4,145.13	107,773.38	-	-	-	-	-	-	-	-	-	68.20	5,456.27	141,863.02
Cross Connection Specialist	20	8626	239	40.30	3,022.53	78,585.65	42.32	3,173.64	82,514.54	44.43	3,332.32	86,640.27	46.65	3,498.95	90,972.73	48.99	3,673.94	95,522.39
Customer Services Supervisor	80	2127	847	50.24	4,019.43	104,505.18	-	-	-	-	-	-	-	-	-	66.13	5,290.45	137,551.70
Deputy City Attorney	60	1114	646	63.14	5,050.96	131,324.96	-	-	-	-	-	-	-	-	-	87.52	7,001.35	182,035.10
Deputy City Clerk	80	6102	835	49.34	3,947.07	102,623.82	-	-	-	-	-	-	-	-	-	59.97	4,797.68	124,739.68
Deputy City Manager	60	1119	672	99.38	7,950.37	206,709.62	-	-	-	-	-	-	-	-	-	139.07	11,125.91	289,273.66
Deputy Director of IT	60	1123	679	80.31	6,424.82	167,045.32	-	-	-	-	-	-	-	-	-	102.85	8,227.82	213,923.32
Deputy Fire Chief	60	1504	633	117.25	9,379.84	243,875.84	-	-	-	-	-	-	-	-	-	164.15	13,131.77	341,426.02
Deputy Public Works Director	60	1207	654	78.23	6,258.32	162,716.32	-	-	-	-	-	-	-	-	-	109.52	8,761.65	227,802.90
Digital Media Specialist	80	2121	840	44.63	3,570.76	92,839.76	-	-	-	-	-	-	-	-	-	58.75	4,700.21	122,205.46
Dir of Recr & Community Svcs	60	1208	655	86.37	6,909.53	179,647.78	-	-	-	-	-	-	-	-	-	121.15	9,692.19	251,996.94
Econ Dev Dir & Strat Init	60	1206	653	86.37	6,909.53	179,647.78	-	-	-	-	-	-	-	-	-	121.15	9,692.19	251,996.94
Economic Development Coord	80	8623	852	54.45	4,355.63	113,246.38	-	-	-	-	-	-	-	-	-	67.51	5,400.93	140,424.18
Economic Development Spec	80	8606	850	51.85	4,147.86	107,844.36	-	-	-	-	-	-	-	-	-	62.59	5,006.89	130,179.14
Electrical/Building Inspector	50	3802	511	38.55	3,084.02	80,184.42	40.48	3,238.46	84,200.06	42.49	3,399.45	88,385.78	44.63	3,570.30	92,827.77	46.86	3,748.82	97,469.29
Emergency Services Coordinator	80	2502	836	57.28	4,582.72	119,150.72	-	-	-	-	-	-	-	-	-	75.39	6,031.47	156,818.22
Engineering Aide	50	3201	512	53.88	4,310.74	112,079.11	56.59	4,526.81	117,697.03	59.42	4,753.59	123,593.44	62.39	4,991.05	129,767.30	65.52	5,241.35	136,275.13

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 07/13/2025

				Step A			Step B			Step C			Step D			Step E		
Classification	Union Code	Occ Code	Pay Grade	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Engineering Permit Technician	50	2210	540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Entry Firefighter/EMT - 40	10	4512	115	58.36	4,668.57	121,382.82	61.28	4,902.01	127,452.26	-	-	-	-	-	-	-	-	-
Entry Firefighter/EMT - 56	10	4510	112	41.68	4,668.57	121,382.82	43.77	4,902.01	127,452.26	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-40	10	4513	116	65.36	5,228.81	135,949.06	68.63	5,490.25	142,746.50	-	-	-	-	-	-	-	-	-
Entry Firefighter/Paramedic-56	10	4511	113	46.69	5,228.81	135,949.06	49.02	5,490.25	142,746.50	-	-	-	-	-	-	-	-	-
Entry Level Fire Inspector	10	3508	114	50.39	4,031.53	104,819.78	52.91	4,233.11	110,060.86	55.56	4,444.77	115,564.02	58.34	4,667.01	121,342.26	61.25	4,900.36	127,409.36
Envir & Regulatory Comply Spec	80	8624	851	55.34	4,426.88	115,098.88	-	-	-	-	-	-	-	-	-	72.84	5,827.05	151,503.30
Environmental Inspector	50	2213	553	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equip Maint Worker I - 40	20	8612	227	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equip Maint Worker II - 40	20	8613	228	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equip Maint Worker III - 40	20	8614	229	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Maint. Worker I	20	7202	200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Maint. Worker II	20	7203	201	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Maint. Worker III	20	7204	202	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Executive Assistant	80	6117	812	45.42	3,633.30	94,465.80	47.69	3,815.00	99,190.00	50.07	4,005.74	104,149.24	52.58	4,206.02	109,356.52	55.20	4,416.32	114,824.32
FF/Paramedic Trainee - 40	10	4504	107	62.25	4,979.81	129,475.06	62.25	4,979.81	129,475.06	62.25	4,979.81	129,475.06	62.25	4,979.81	129,475.06	62.25	4,979.81	129,475.06
FF/Paramedic Trainee - 56	10	4514	155	44.46	4,979.81	129,475.06	44.46	4,979.81	129,475.06	44.46	4,979.81	129,475.06	44.46	4,979.81	129,475.06	44.46	4,979.81	129,475.06
Finance Director	60	1103	627	88.58	7,086.27	184,243.02	-	-	-	-	-	-	-	-	-	124.00	9,919.98	257,919.48
Finance Manager	60	1116	647	62.51	5,001.18	130,030.68	-	-	-	-	-	-	-	-	-	87.52	7,001.68	182,043.68
Financial Analyst I	80	2125	844	40.41	3,233.17	84,062.42	-	-	-	-	-	-	-	-	-	53.20	4,255.81	110,651.06
Financial Analyst II	80	2126	845	44.63	3,570.76	92,839.76	-	-	-	-	-	-	-	-	-	58.75	4,700.21	122,205.46
Fire Battalion Chief	10	2508	153	62.45	6,993.89	181,841.14	-	-	-	-	-	-	-	-	-	87.42	9,791.45	254,577.70
Fire Battalion Chief - 40	10	2509	154	87.42	6,993.89	181,841.14	-	-	-	-	-	-	-	-	-	122.39	9,791.45	254,577.70
Fire Captain	10	2504	100	54.65	6,120.86	159,142.36	57.38	6,426.90	167,099.40	60.25	6,748.26	175,454.76	63.27	7,085.68	184,227.68	66.43	7,439.97	193,439.22
Fire Captain - 40	10	2507	108	76.51	6,120.86	159,142.36	80.34	6,426.90	167,099.40	84.35	6,748.26	175,454.76	88.57	7,085.68	184,227.68	93.00	7,439.97	193,439.22
Fire Chief	60	1502	630	129.27	10,341.38	268,875.88	-	-	-	-	-	-	-	-	-	180.97	14,477.97	376,427.22
Fire Engineer/EMT	10	4501	102	48.19	5,397.38	140,331.88	50.60	5,667.26	147,348.76	53.13	5,950.62	154,716.12	55.79	6,248.16	162,452.16	58.58	6,560.57	170,574.82
Fire Engineer/EMT - 40	10	4515	156	67.47	5,397.38	140,331.88	70.84	5,667.26	147,348.76	74.38	5,950.62	154,716.12	78.10	6,248.16	162,452.16	82.01	6,560.57	170,574.82
Fire Engineer/Paramedic	10	4505	151	53.97	6,045.08	157,172.08	56.67	6,347.34	165,030.84	59.51	6,664.71	173,282.46	62.48	6,997.96	181,946.96	65.61	7,347.86	191,044.36
Fire Prevention Inspector	10	3501	106	77.26	6,180.56	160,694.56	81.12	6,489.60	168,729.60	85.18	6,814.09	177,166.34	89.43	7,154.79	186,024.54	93.91	7,512.54	195,326.04
Fire Protection Engineer	10	3507	110	77.26	6,180.56	160,694.56	81.12	6,489.60	168,729.60	85.18	6,814.09	177,166.34	89.43	7,154.79	186,024.54	93.91	7,512.54	195,326.04
Firefighter/EMT	10	4502	103	45.96	5,147.11	133,824.86	48.25	5,404.48	140,516.48	50.67	5,674.70	147,542.20	53.20	5,958.45	154,919.70	55.86	6,256.37	162,665.62
Firefighter/EMT - 40	10	4516	157	64.34	5,147.11	133,824.86	67.56	5,404.48	140,516.48	70.93	5,674.70	147,542.20	74.48	5,958.45	154,919.70	78.20	6,256.37	162,665.62
Firefighter/EMT Trainee - 40	10	4509	109	55.58	4,446.26	115,602.76	55.58	4,446.26	115,602.76	55.58	4,446.26	115,602.76	55.58	4,446.26	115,602.76	55.58	4,446.26	115,602.76
Firefighter/Paramedic	10	4503	104	51.47	5,764.76	149,883.76	54.04	6,053.01	157,378.26	56.75	6,355.66	165,247.16	59.58	6,673.45	173,509.70	62.56	7,007.13	182,185.38
Fitness Instructor	70	5620	713	35.00	2,800.00	72,800.00	-	-	-	-	-	-	-	-	-	75.00	6,000.00	156,000.00
Fleet Maint Worker I -40	20	8615	230	38.23	3,058.11	79,510.89	40.14	3,211.07	83,487.72	42.15	3,371.65	87,663.00	44.25	3,540.28	92,047.15	46.47	3,717.21	96,647.41
Fleet Maint Worker II - 40	20	8616	231	40.83	3,266.14	84,919.64	42.87	3,429.46	89,165.88	45.01	3,600.91	93,623.69	47.26	3,780.99	98,305.64	49.63	3,969.96	103,218.96
Fleet Maint Worker III -40	20	8617	232	68.04	5,443.28	141,525.33	71.44	5,714.87	148,586.70	75.01	6,001.02	156,026.44	78.76	6,300.57	163,814.87	82.75	6,619.74	172,113.19
Fleet Maintenance Worker I	20	7207	213	58.02	4,641.57	120,680.85	60.92	4,873.60	126,713.60	63.97	5,117.69	133,059.91	67.16	5,372.82	139,693.32	70.53	5,642.22	146,697.62
Fleet Maintenance Worker II	20	7208	214	42.34	3,386.76	88,055.86	44.46	3,556.47	92,468.12	46.69	3,734.89	97,107.22	49.01	3,920.93	101,944.23	51.46	4,116.78	107,036.18
Fleet Maintenance Worker III	20	7209	215	41.66	3,332.62	86,648.04	-	-	-	-	-	-	-	-	-	54.83	4,386.73	114,054.95
GIS Technician	50	2212	552	34.75	2,780.15	72,283.77	36.49	2,919.19	75,898.81	38.32	3,065.18	79,694.60	40.23	3,218.42	83,678.92	42.24	3,379.33	87,862.50
Hazardous Materials Inspector	10	3502	105	77.26	6,180.56	160,694.56	81.12	6,489.60	168,729.60	85.18	6,814.09	177,166.34	89.43	7,154.79	186,024.54	93.91	7,512.54	195,326.04
Housing Official	60	1120	673	72.98	5,838.26	151,794.76	-	-	-	-	-	-	-	-	-	102.17	8,173.76	212,517.76
Human Resources Analyst I	80	2124	843	43.28	3,462.67	90,029.42	-	-	-	-	-	-	-	-	-	56.98	4,558.39	118,518.14
Human Resources Analyst II	80	2123	842	47.80	3,824.11	99,426.86	-	-	-	-	-	-	-	-	-	62.92	5,033.41	130,868.66
Human Resources Assistant	80	2108	846	30.83	2,466.62	64,132.12	32.37	2,589.86	67,336.36	33.99	2,719.35	70,703.10	35.69	2,855.34	74,238.84	37.48	2,998.08	77,950.08
Human Resources Director	60	1105	613	88.08	7,046.40	183,206.40	-	-	-	-	-	-	-	-	-	123.31	9,864.99	256,489.74
Human Resources Manager	60	1209	677	67.22	5,377.53	139,815.78	-	-	-	-	-	-	-	-	-	94.11	7,528.53	195,741.78
Human Resources Technician	80	2107	816	37.40	2,991.70	77,784.20	39.27	3,141.93	81,690.18	41.23	3,298.33	85,756.58	43.30	3,463.89	90,061.14	45.46	3,636.63	94,552.38

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 07/13/2025

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
I T Director	60	2113	624	86.92	6,953.71	180,796.46	-	-	-	-	-	-	-	-	-	121.69	9,735.17	253,114.42
I T Manager	80	2116	819	65.16	5,212.88	135,534.88	-	-	-	-	-	-	-	-	-	85.78	6,862.06	178,413.56
I T Technician	50	3101	542	57.58	4,606.19	119,760.97	60.45	4,835.59	125,725.42	63.48	5,078.03	132,028.88	66.65	5,332.31	138,640.06	69.98	5,598.37	145,557.59
Information Technology Analyst	80	2118	831	54.81	4,385.16	114,014.16	-	-	-	-	-	-	-	-	-	72.15	5,772.16	150,076.16
Junior Engineer	50	2203	519	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Junior Planner	50	2804	520	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Assistant	60	1124	689	41.29	3,303.48	85,890.48	43.36	3,468.65	90,184.90	45.53	3,642.10	94,694.60	47.80	3,824.18	99,428.68	50.19	4,015.38	104,399.88
Lifeguard	70	5610	710	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	25.36	2,028.80	52,748.80
Maint Worker III - 40	20	8619	234	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Assistant	20	8625	238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian I	20	8101	203	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian I - 40	20	8107	222	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian II	20	8102	204	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian II - 40	20	8108	223	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian III	20	8103	205	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Custodian III - 40	20	8618	233	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Supervisor	80	6124	858	65.26	5,220.80	135,740.80	68.53	5,482.40	142,542.40	71.95	5,756.00	149,656.00	75.55	6,044.00	157,144.00	79.33	6,346.40	165,006.40
Maintenance Worker I	20	8202	206	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker I-40	20	8203	207	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker II	20	8204	208	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker II-40	20	8205	209	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker III	20	8206	210	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance Worker/Seasonal	70	8207	760	22.43	1,794.40	46,654.40	-	-	-	-	-	-	-	-	-	31.25	2,500.00	65,000.00
Management Analyst	80	2128	854	57.38	4,590.78	119,360.28	-	-	-	-	-	-	-	-	-	80.36	6,428.51	167,141.26
Marketing Coordinator	50	5614	548	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mayor	60	1118	696	26.09	521.88	13,568.88	-	-	-	-	-	-	-	-	-	26.09	521.88	13,568.88
Office Assistant I	50	6108	516	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Assistant II	50	6109	517	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Specialist	50	6110	518	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Patrol Officer	40	4401	404	58.45	4,675.95	121,574.70	61.37	4,909.75	127,653.50	64.44	5,155.20	134,035.20	67.66	5,412.97	140,737.22	71.04	5,683.59	147,773.34
Patrol Officer Trainee	40	4402	458	57.19	4,575.53	118,963.78	60.05	4,804.22	124,909.72	63.06	5,044.49	131,156.74	66.21	5,296.68	137,713.68	69.52	5,561.46	144,597.96
Payroll Specialist	50	5102	546	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plan Check Engineer	50	3807	521	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plan Checker	50	3803	522	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Plan Review Manager	60	1210	678	73.27	5,861.99	152,411.74	-	-	-	-	-	-	-	-	-	95.30	7,624.07	198,225.82
Planning Commissioners	70	1108	698	1.00	20.00	520.00	-	-	-	-	-	-	-	-	-	1.00	20.00	520.00
Planning Director	60	1803	607	88.20	7,055.63	183,446.38	-	-	-	-	-	-	-	-	-	123.47	9,877.89	256,825.14
Planning Manager	60	2803	602	67.22	5,377.53	139,815.78	-	-	-	-	-	-	-	-	-	94.11	7,528.53	195,741.78
Planning Technician	50	2813	554	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Police Assistant	40	6401	450	54.48	4,358.54	113,322.04	57.21	4,576.41	118,986.66	60.07	4,805.22	124,935.72	63.07	5,045.52	131,183.52	66.22	5,297.80	137,742.80
Police Captain	60	1401	651	111.24	8,898.85	231,370.10	-	-	-	-	-	-	-	-	-	155.73	12,458.34	323,916.84
Police Clerk I	40	6402	451	39.05	3,124.14	81,227.64	41.00	3,280.38	85,289.88	43.05	3,444.37	89,553.62	45.21	3,616.60	94,031.60	47.47	3,797.35	98,731.10
Police Clerk II	40	6403	452	42.96	3,436.49	89,348.74	45.11	3,608.41	93,818.66	47.36	3,788.81	98,509.06	49.73	3,978.28	103,435.28	52.21	4,177.11	108,604.86
Police Clerk Supervisor	40	6404	454	49.62	3,969.23	103,199.98	52.10	4,167.73	108,360.98	54.70	4,376.06	113,777.56	57.44	4,594.89	119,467.14	60.31	4,824.61	125,439.86
Police Evidence Technician	40	8607	459	45.56	3,644.48	94,756.48	47.83	3,826.68	99,493.68	50.23	4,018.04	104,469.04	52.74	4,218.97	109,693.22	55.37	4,429.90	115,177.40
Police Lieutenant	40	2402	400	89.65	7,172.22	186,477.72	94.14	7,530.84	195,801.84	98.84	7,907.41	205,592.66	103.79	8,302.80	215,872.80	108.97	8,717.92	226,665.92
Police Officer	40	4403	403	63.91	5,113.19	132,942.94	67.11	5,368.93	139,592.18	70.47	5,637.36	146,571.36	73.99	5,919.17	153,898.42	77.69	6,215.20	161,595.20
Police Officer Trainee	40	4404	457	62.54	5,003.38	130,087.88	65.67	5,253.60	136,593.60	68.95	5,516.33	143,424.58	72.40	5,792.09	150,594.34	76.02	6,081.71	158,124.46
Police Sergeant	40	4405	401	77.21	6,176.88	160,598.88	81.07	6,485.73	168,628.98	85.13	6,810.01	177,060.26	89.38	7,150.61	185,915.86	93.85	7,508.13	195,211.38
Police Support Services Mgr	60	1404	657	65.19	5,215.27	135,597.02	-	-	-	-	-	-	-	-	-	91.27	7,301.71	189,844.46
Pool Manager	70	5608	708	23.72	1,897.60	49,337.60	-	-	-	-	-	-	-	-	-	33.05	2,644.00	68,744.00

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 07/13/2025

Classification	Union Code	Occ Code	Pay Grade	Step A			Step B			Step C			Step D			Step E		
				Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual
Principal Civil Engineer	80	2204	822	68.48	5,478.50	142,441.00	-	-	-	-	-	-	-	-	-	89.07	7,125.29	185,257.54
Principal Planner	80	2811	823	70.61	5,648.47	146,860.22	-	-	-	-	-	-	-	-	-	85.51	6,841.17	177,870.42
Program Coordinator	50	5606	523	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Information Officer	60	1122	674	64.70	5,175.88	134,572.88	-	-	-	-	-	-	-	-	-	90.58	7,246.26	188,402.76
Public Services Assistant I	50	6601	524	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Services Assistant II	50	6602	525	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Works Director	60	1204	635	90.69	7,255.01	188,630.26	-	-	-	-	-	-	-	-	-	126.96	10,157.05	264,083.30
Public Works Inspector	50	3202	526	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Works Manager	60	1117	648	60.36	4,828.73	125,546.98	-	-	-	-	-	-	-	-	-	84.50	6,760.22	175,765.72
Purchasing Agent	80	1106	826	56.53	4,522.79	117,592.54	-	-	-	-	-	-	-	-	-	72.91	5,833.14	151,661.64
PW Division Mgr. - Eng.	60	1127	692	78.83	6,306.41	163,966.66	-	-	-	-	-	-	-	-	-	98.54	7,883.01	204,958.26
PW Division Mgr. - Opr.	60	1126	691	78.83	6,306.41	163,966.66	-	-	-	-	-	-	-	-	-	98.54	7,883.01	204,958.26
PW Division Mgr. - Util.	60	1128	693	78.83	6,306.41	163,966.66	-	-	-	-	-	-	-	-	-	98.54	7,883.01	204,958.26
Recreation Administrative Asst	70	5619	712	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	25.36	2,028.80	52,748.80
Recreation Attendant	70	5618	711	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	25.36	2,028.80	52,748.80
Recreation Instructors	70	5607	707	18.82	1,505.60	39,145.60	-	-	-	-	-	-	-	-	-	37.64	3,011.20	78,291.20
Recreation Leader	70	5617	706	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	25.36	2,028.80	52,748.80
Recreation Services Supervisor	80	2601	827	54.01	4,320.43	112,331.18	-	-	-	-	-	-	-	-	-	71.08	5,686.26	147,842.76
Recreation Svcs Assistant I	50	8601	527	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Svcs Assistant II	50	8602	528	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Svcs Assistant III	50	8603	529	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Recreation Svcs Assistant IV	50	8604	530	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retired Annuitant - Extra Help	70	5107	747	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Retired Annuitant - Interim	70	5108	748	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Risk Analyst	80	2130	857	44.63	3,570.76	92,839.76	-	-	-	-	-	-	-	-	-	58.75	4,700.21	122,205.46
SCADA Technician	20	8627	240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Accountant	80	2110	829	50.24	4,019.43	104,505.18	-	-	-	-	-	-	-	-	-	66.13	5,290.45	137,551.70
Senior Accounting Technician	50	6106	539	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Administrative Analyst	80	2112	834	55.50	4,439.60	115,429.60	-	-	-	-	-	-	-	-	-	73.05	5,844.08	151,946.08
Senior Building Inspector	50	3804	531	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Buyer	80	2129	856	53.33	4,266.36	110,925.36	-	-	-	-	-	-	-	-	-	64.93	5,194.15	135,047.90
Senior Executive Assistant	80	6123	855	47.80	3,824.11	99,426.86	-	-	-	-	-	-	-	-	-	62.92	5,033.41	130,868.66
Senior HR Analyst	80	2122	841	51.81	4,145.16	107,774.16	-	-	-	-	-	-	-	-	-	68.20	5,456.27	141,863.02
Senior Plan Check Engineer	50	3806	534	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Planner	80	2805	830	64.73	5,178.17	134,632.42	-	-	-	-	-	-	-	-	-	78.68	6,294.27	163,651.02
Senior Public Works Inspector	50	3203	535	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Public Works Lead	20	8609	225	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior SCADA Technician	20	8628	241	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Project Associate	70	5105	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Special Project Associate	70	8605	750	20.00	1,600.00	41,600.00	-	-	-	-	-	-	-	-	-	50.00	4,000.00	104,000.00
Sr Code Enforcement Officer	50	5806	545	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sr. City Manager Analyst	60	1125	694	64.90	5,192.31	135,000.06	-	-	-	-	-	-	-	-	-	84.13	6,730.77	175,000.02
Sr. Public Services Assistant	50	5615	549	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sr. Special Projects Associate	70	5106	749	50.00	4,000.00	104,000.00	-	-	-	-	-	-	-	-	-	125.00	10,000.00	260,000.00
Staff Assistant	70	5104	745	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	28.16	2,252.80	58,572.80
Student Intern	70	5103	740	18.20	1,456.00	37,856.00	-	-	-	-	-	-	-	-	-	30.00	2,400.00	62,400.00
Transporation & Traffic Mgr	60	1202	675	64.70	5,175.88	134,572.88	-	-	-	-	-	-	-	-	-	90.58	7,246.26	188,402.76
Water Meter Technician I	20	8104	216	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Meter Technician I -40	20	8620	235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Meter Technician II	20	8105	217	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Meter Technician II -40	20	8621	236	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Systems Operator	20	7211	219	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Systems Operator - 40	20	8622	237	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

				Step A			Step B			Step C			Step D			Step E		
Classification	Union Code	Occ Code	Pay Grade	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual	Hourly	BiWeekly	Annual

Union Code	Union Description
10	IAFF - International Association of Firefighters
20	MEA - Milpitas Employee Association
40	MPOA - Milpitas Police Officers Association
50	Pro-Tech - Milpitas Professional and Technical Group
60	Unrep - Unrepresented
70	Temps - Temporary
80	Mid-Con - UPEC Mid-Mgmt-Confidential Unit



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Final Map, Tract No. 10643; and Approve and Authorize the City Manager, or Designee, to Execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC for a Residential Project at 1905 Tarob Court (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602; and Michael Silveira, City Engineer, 408-586-3303)
Category:	Consent Calendar-Community Development
Meeting Date:	8/19/2025
Recommendation:	(1) Approve the Final Map, Tract No. 10643, including all offers of dedications as stated and depicted on the final map upon completion and acceptance of improvements; and (2) Approve and authorize the City Manager, or designee, to execute the Subdivision Improvement Agreement between the City of Milpitas and Toll West Coast, LLC, which will be guaranteed by bonds or similar securities to be posted by the Toll West Coast LLC in the amount of \$2,718,000.

BACKGROUND:

On [June 11, 2024](#), the City Council approved a Site Development Permit No. SD23-0011, Conditional Use Permit No. UP23-0007, Vesting Tentative Map No. MT23-0001, Density Bonus Permit DB23-0002, Tree Removal Permit TR23-0015 and Environmental Assessment No. EA23-0002 to construct a 43 unit townhome-style condominium subdivision (including 13 attached accessory dwelling units) consisting of eight multi-family residential buildings up to 39 feet in height (three stories), with 104 vehicle parking spaces and associated site improvements on a 2.3-acre site at 1905 Tarob Court (Project) by Toll West Coast, LLC (Developer).

ANALYSIS:

The Final Map, Tract No. 10643, for the Project is now complete and ready for approval by the City Council. The City Engineer has examined the Final Map and determined it is substantially in conformance with the approved Vesting Tentative Map and finds it conforms to all requirements of the State of California Subdivision Map Act and Milpitas Municipal Code, and the terms and conditions of the Vesting Tentative Map. The Developer has offered required dedications to the City for public use, including easements for streets, services and utilities, and emergency vehicle access purposes, as depicted on the Final Map. Staff recommends the City Council approve the Final Map and accept the dedications, subject to the Developer's completion and the City's acceptance of the required public improvements.

The Developer has agreed to enter into a Subdivision Improvement Agreement (SIA) with the City for the construction of off-site public improvements associated with the Project, which will be completed concurrently with the on-site work. The public improvements will be accepted by the City following Final Map approval and completion of construction. Off-site public improvements to be constructed and accepted by the City include asphalt concrete pavement improvements, concrete improvements including driveway approaches, curb and gutter and sidewalk, landscaping and irrigation, stormwater treatment devices, signage and striping, street lights, traffic calming devices, utility mains and services related to potable and recycled water, sewer and storm drain, and other miscellaneous items of work identified on the improvement plans. The improvements will be completed within one (1) year from the date of the SIA, and the work is guaranteed by bonds or similar securities to be posted by the Developer in the amount of \$2,718,000.

The City Engineer has reviewed the public improvement plans (2-1467) and is recommending the City Council approve the Subdivision Improvement Agreement to allow for the construction of public improvements after Final Map approval.

The parcels associated with the Final Map were annexed into the Community Facilities District No. 2008-1 (CFD 2008-1 Annexation No. 27) and recorded on November 5, 2024.

POLICY ALTERNATIVE(S):

Alternative: Do not approve of the Final Map and Subdivision Improvement Agreement.

Pros: None

Cons: The denial of approval of the Final Map and Subdivision Improvement Agreement will cause the parcels to remain vacant and undeveloped. The City would not benefit from the addition of 43 new townhome-style condominiums.

Reason for Not Recommending: Staff recommends approval of Final Map and Subdivision Improvement Agreement to allow the Development to move forward.

FISCAL IMPACT:

The Developer reimbursed the City for costs associated with plan review, permitting and construction inspection for off-site public improvements constructed by the Developer. The City will have perpetual ownership and maintenance responsibilities for the improvements following construction and acceptance, after the one-year warranty period of the Project. The Public Works Department provides funding for future maintenance of newly accepted City infrastructure through their operating budget.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The City prepared an environmental assessment in accordance with the requirements of the California Environmental Quality Act (CEQA), as amended, and state and local guidelines implementing CEQA. The proposed Project is exempt from further environmental review pursuant to CEQA Guidelines Section 15183.3(b) (Residential Infill). Exhibit 2 of Attachment A of the Resolution for the proposed Project is a memorandum demonstrating compliance with CEQA Guidelines Section 15183.3(b). As a separate and independent basis, the Project is also exempt from further CEQA review pursuant to CEQA Guidelines Section 15182 (Projects Consistent with a Specific Plan). The proposed Project is generally consistent with the Milpitas Transit Area Specific Plan.

ATTACHMENT(S):

- (a) Final Map, Tract No. 10643
- (b) Subdivision Improvement Agreement

OWNER'S/SUBDIVIDER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT IT IS THE OWNER OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY WITHIN THE SUBDIVISION SHOWN HEREON; THAT IT IS THE ONLY ENTITY WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT IT CONSENTS TO THE MAKING AND FILING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THE UNDERSIGNED HEREBY OFFER THE REAL PROPERTY DESCRIBED BELOW FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES: TO THE CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING:

1. LOT M (SANGO COURT) IS DEDICATED AS A PERPETUAL ROADWAY EASEMENT AND PERMANENT RIGHT OF WAY FOR PUBLIC STREET, SIDEWALK, AND PUBLIC UTILITIES PURPOSES OVER, ALONG, UPON AND ACROSS THE PROPERTY.
2. EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE). SAID EVAE ARE FOR ACCESS OF PUBLIC SAFETY VEHICLES AND EMERGENCY EQUIPMENT.
3. EASEMENTS FOR PUBLIC ACCESS PURPOSES (PAE). SAID PAE ARE FOR ACCESS OF PEDESTRIAN.
4. EASEMENTS FOR PUBLIC SERVICE UTILITY EASEMENT PURPOSES (PSUE). SAID PSUE ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS AND THEIR APPURTENANCES, AND LAWFUL FENCES.

AND THE UNDERSIGNED HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THE SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS, WITH MAINTENANCE THEREOF BY THEIR LOT OWNERS THE FOLLOWING:

1. EASEMENTS FOR PRIVATE STREET RESERVATIONS (LOT H THROUGH LOT L) ARE FOR PRIVATE STREET AND ACCESS PURPOSES FOR USE BY THE FUTURE CONDOMINIUM OWNERS, RESIDENTS, AND VISITORS. SAID PRIVATE STREETS ARE TO BE TRANSFERRED IN FEE (BY SEPARATE INSTRUMENT) TO THE HOMEOWNER'S ASSOCIATION AND MANAGED AND MAINTAINED IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CCR'S) OF THIS SUBDIVISION RECORDED CONCURRENTLY WITH THIS MAP.

OWNER:
TOLL WEST COAST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

OWNER'S 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 _____, 202__, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ AND _____ 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: SIGNATURE: _____
PRINT: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL PLACE OF BUSINESS: _____

TRACT 10643
PARKSIDE WEST II

FOR 43 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 4 AND PARCEL 5
OF PARCEL MAP PER BOOK 431 OF MAPS, PAGE 2
SANTA CLARA COUNTY RECORDS

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2025

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

MICHAEL SILVEIRA, P.E.
RCE NO. 83869
CITY ENGINEER
CITY OF MILPITAS
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

DATE: _____

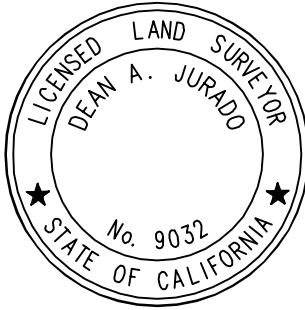


CITY SURVEYOR'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DEAN A. JURADO PLS 9032
ACTING CITY SURVEYOR, CITY OF MILPITAS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
KIER & WRIGHT

DATE: _____



GEOTECHNICAL/SOILS NOTE:

A REPORT ENTITLED "PRELIMINARY GEOTECHNICAL EXPLORATION" WAS PREPARED BY ENGEO INCORPORATED, DATED SEPTEMBER 30, 2021, PROJECT NO. 13944.000.006, SIGNED BY TERESA KLOTZBACK, PE NO. 91773 AND ROBERT BOECHE, GE NO. 2318. A COPY OF WHICH IS ON FILE WITH THE CITY OF MILPITAS.

CITY CLERK'S STATEMENT

I, SUZANNE GUZZETTA, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL, AS GOVERNING BODY OF SAID CITY, AT A REGULAR MEETING HELD ON _____, 20__, HAS TAKEN THE FOLLOWING ACTION:

1. APPROVED THIS TRACT MAP NO. 10643
2. ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, THOSE PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION:
 - A. 27' DEDICATION IN ROAD WAY EASEMENT OF SANGO COURT FOR STREET PURPOSES AND PUBLIC SERVICE UTILITY PURPOSES
 - B. EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, (EVAE) EMERGENCY VEHICLE ACCESS EASEMENT.
 - C. EASEMENT FOR PUBLIC ACCESS PURPOSES, (PAE) PUBLIC ACCESS EASEMENT.
 - D. EASEMENT FOR PUBLIC SERVICE UTILITY PURPOSES, (PSUE) PUBLIC SERVICE UTILITY EASEMENT.
3. PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:
 - A. EASEMENTS NOTED ON SHEET 2 OF THIS MAP.

SUZANNE GUZZETTA
CITY CLERK, CITY OF MILPITAS, CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TOLL WEST COAST, LLC, ON JANUARY 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 2026, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY).

SCOTT A. SHORTLIDGE, L.S. 6441

DATED: _____



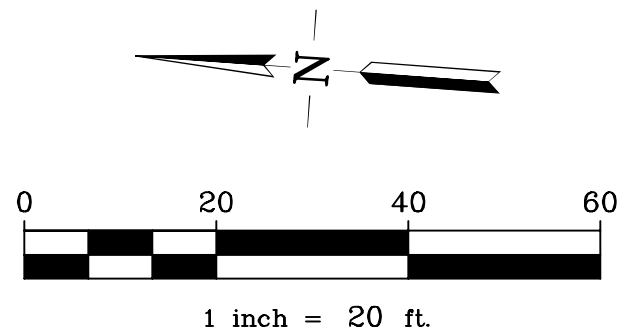
COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 202__, AT _____ M.,
IN BOOK _____ OF MAPS AT PAGES _____, SERIES NUMBER _____
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ _____

REGINA ALCOMENDRAS
COUNTY CLERK RECORDER,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

BY: _____
COUNTY CLERK RECORDER



Line Table		
Line	Bearing	Distance
L1	N47°15'49"E	2.80'
L2	N35°01'16"E	2.80'
L3	N49°48'57"E	3.00'
L4	N34°52'09"E	3.00'
L5	N38°11'45"W	4.70'
L6	N58°39'31"W	4.70'

Curve Table			
Curve	Radius	Delta	Length
C1	30.00'	65°10'13"	34.12'
C2	63.00'	50°59'46"	56.07'
C3	1.50'	90°00'00"	2.36'
C4	14.50'	90°00'00"	22.78'
C5	14.50'	38°31'49"	9.75'
C6	11.70'	12°14'34"	2.50'
C7	14.50'	39°13'38"	9.93'
C8	14.50'	66°29'10"	16.83'
C9	14.50'	12°27'50"	3.15'
C10	11.50'	14°56'48"	3.00'
C11	14.50'	39°04'31"	9.89'
C12	14.50'	90°00'00"	22.78'
C13	14.50'	33°59'23"	8.60'
C14	9.80'	20°27'46"	3.50'
C15	14.50'	35°32'51"	9.00'

Radial Bearing Table	
No.	Bearing
R1	N62°16'48"E

NOTES:

1. ALL MONUMENT TIES SHOWN ARE AT RIGHT ANGLES TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
2. ALL CURVE DIMENSIONS SHOWN ARE ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE GROUND DISTANCES AND ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. LOT NUMBERS 1-11 AND 20-21 ARE PURPOSELY LEFT OUT OF THIS MAP.

BASIS OF BEARINGS:

THE BEARING NORTH 04°12'22" WEST BETWEEN TWO FOUND MONUMENTS ALONG TAROB COURT WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES (RECORDS OF SANTA CLARA COUNTY)

- (1) TRACT MAP - 878 M 1

LEGEND

	DISTINCTIVE BOUNDARY LINE
	LOT LINE
	CITY LIMIT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	CENTERLINE/MONUMENT LINE
	TIE LINE
	EXISTING PROPERTY LINE
	EXISTING RELINQUISHMENT OF ABUTTER'S RIGHTS
	FOUND MONUMENT, AS NOTED
	STANDARD CITY MONUMENT WELL STAMPED LS 6441 SET PER THIS MAP
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSUE	PUBLIC SERVICE UTILITY EASEMENT
CL	CENTERLINE
INTX	INTERSECTION
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(DATA)(#)	RECORD DATA & REFERENCE
O.R.	OFFICIAL RECORDS

TRACT 10643 PARKSIDE WEST II

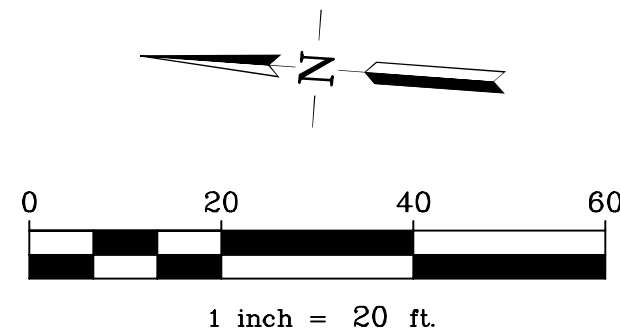
FOR 43 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 4 AND PARCEL 5
OF PARCEL MAP PER BOOK 431 OF MAPS, PAGE 2
SANTA CLARA COUNTY RECORDS

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2025

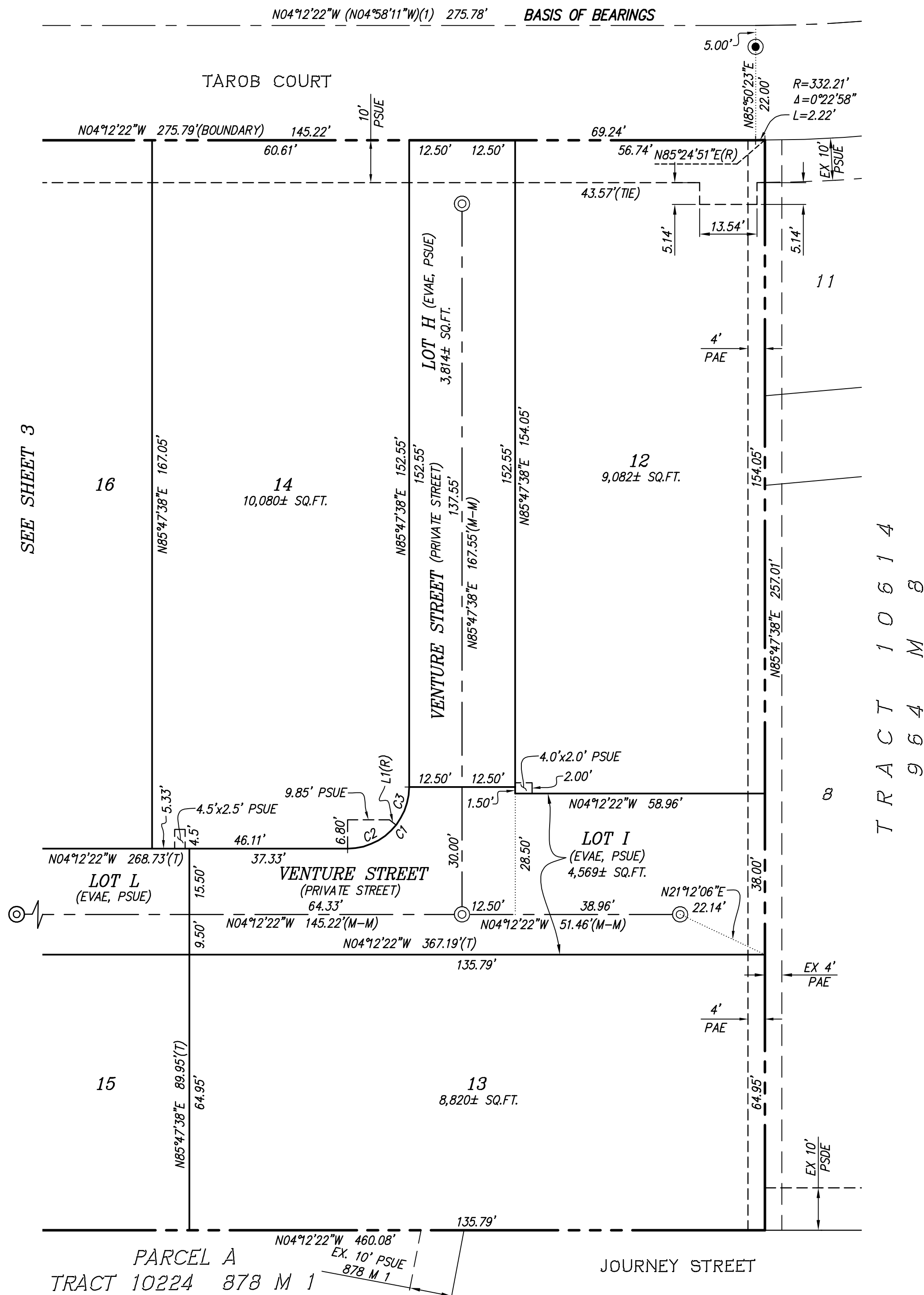
JOB NO. 221066

SHEET 3 OF 4 SHEETS



Line Table		
Line	Bearing	Distance
L1	N33°48'34"E	2.00'

Curve Table			
Curve	Radius	Delta	Length
C1	14.50'	90°00'00"	22.78'
C2	14.50'	51°59'04"	13.16'
C3	14.50'	38°00'56"	9.62'



NOTES:

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REFERENCES (RECORDS OF SANTA CLARA COUNTY)

- (1) TRACT MAP - 878 M 1

LEGEND

---	DISTINCTIVE BOUNDARY LINE
---	LOT LINE
---	CITY LIMIT LINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	CENTERLINE/MONUMENT LINE
---	TIE LINE
---	EXISTING PROPERTY LINE
---	EXISTING RELINQUISHMENT OF ABUTTER'S RIGHTS
●	FOUND MONUMENT, AS NOTED
⊙	STANDARD CITY MONUMENT WELL STAMPED LS 6441 SET PER THIS MAP
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PSUE	PUBLIC SERVICE UTILITY EASEMENT
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INTX	INTERSECTION
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL BEARING
(DATA)(#)	RECORD DATA & REFERENCE
O.R.	OFFICIAL RECORDS

TRACT 10643 PARKSIDE WEST II

FOR 43 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 4 AND PARCEL 5
OF PARCEL MAP PER BOOK 431 OF MAPS, PAGE 2
SANTA CLARA COUNTY RECORDS

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2025

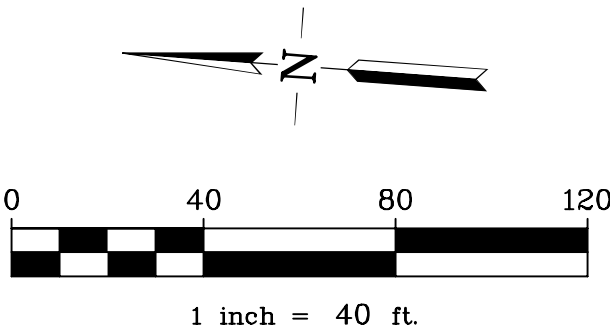
JOB NO. 221066

SHEET 4 OF 4 SHEETS

ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCEL BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. THE ADJOINING 7 FEET WIDE PORTION OF THE TAROB COURT STREET DEDICATION PER PARCEL MAP BK 431 PG 2.
2. THOSE PORTIONS OF THE PUBLIC SERVICE UTILITY EASEMENT, CREATED BY PARCEL MAP BK 431 PG 2, NOT SHOWN INSIDE THE BOUNDARY OF THIS TRACT MAP.



NOTES:

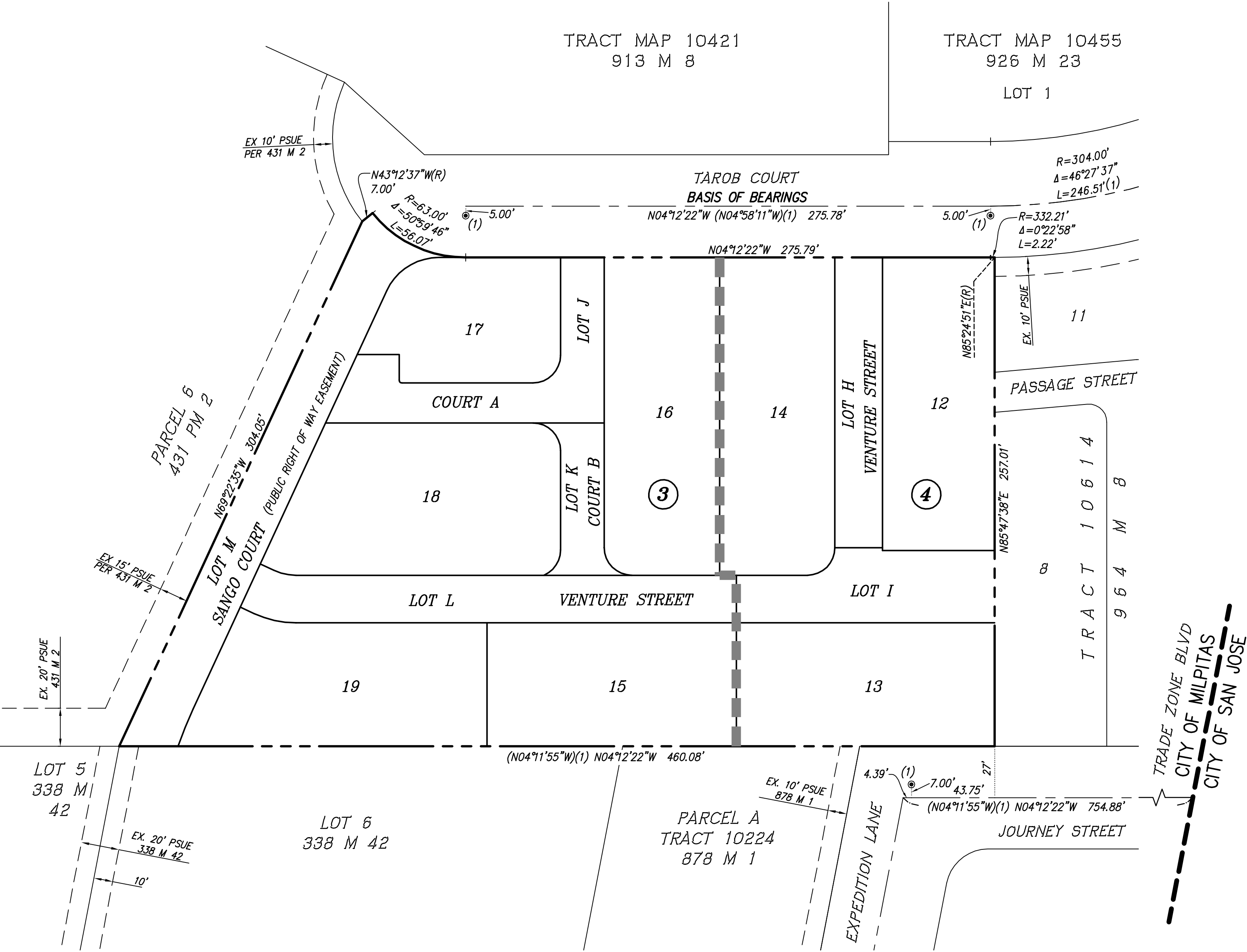
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REFERENCES (RECORDS OF SANTA CLARA COUNTY)

- (1) TRACT MAP - 878 M 1



LEGEND

- DISTINCTIVE BOUNDARY LINE
- LOT LINE
- CITY LIMIT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- CENTERLINE/MONUMENT LINE
- TIE LINE
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- PSUE PUBLIC SERVICE UTILITY EASEMENT
- CL CENTERLINE
- INTX INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (DATA)(#) RECORD DATA & REFERENCE
- O.R. OFFICIAL RECORDS
- SHEET COVERAGE
- SHEET NUMBER

TRACT 10643
PARKSIDE WEST II

FOR 43 RESIDENTIAL CONDOMINIUM UNITS
CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING A SUBDIVISION OF PARCEL 4 AND PARCEL 5
OF PARCEL MAP PER BOOK 431 OF MAPS, PAGE 2
SANTA CLARA COUNTY RECORDS

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
(925) 227-9100
MAY 2025

JOB NO. 221066

SHEET 2 OF 4 SHEETS

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt from recording fee, per Government Code
Section 6103

CITY OF MILPITAS, CALIFORNIA

By: _____
City Clerk

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

TRACT NO. 10643

between

CITY OF MILPITAS

a California municipal corporation

and

TOLL WEST COAST, LLC

a Delaware limited liability company

AGREEMENT FOR COMPLETION OF PUBLIC IMPROVEMENTS

I. PARTIES AND DATE.

This Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this 19 day of August, 2025 by and between the City of MILPITAS, a California municipal corporation ("City") and Toll West Coast, LLC, a Delaware limited liability company with its principal office located at 1140 Virginia Drive, Fort Washington, PA, 19034 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS.

A. On July 25, 2023, Developer submitted to City an application for approval of a vesting tentative tract map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"). The vesting tentative tract map was prepared on behalf of Developer by Ruggeri Jensen Azar, and is identified in City records as Vesting Tract Map No. 10643 ("Tract No. 10643").

B. Developer's application for a vesting tentative tract map for Tract No. 10643 was deemed complete on May 22, 2024. On June 11, 2024 the MILPITAS CITY COUNCIL conditionally approved Developer's application for a vesting tentative tract map for Tract No. 10643.

C. Developer has not completed all of the work or made all of the public improvements required by Title XI, Chapter 1, Section 7, the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tract No. 10643, or other ordinances, resolutions, or policies of City requiring construction of public improvements in conjunction with the subdivision of land.

D. Pursuant to Section XI, Chapter 1, Section 17 and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 10643.

E. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the final map for Tract No. 10643.

III. TERMS.

1.0 Effectiveness. This Agreement shall not be effective unless and until all three of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of SANTA CLARA and (c) the City Council of the City ("City Council") approves the final map for Tract No. 10643 . If the above described conditions are not satisfied within 60 days after the entry date of this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for Tract No. 10643.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of Tract No. 10643, including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for Tract No. 10643 ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

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

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

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

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

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

2.6 Alterations to Improvements. The Public Improvements in Exhibit "B" are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

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

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

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

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

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

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 10643 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Sections 11.0 and 13.0 et seq. of this Agreement.

6.0 Utilities. Developer shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No. 10643 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 10643.

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

9.0 Default; Notice; Remedies.

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

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

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

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

11.0 Acceptance of Improvements by City Council; As-Built or Record Drawings. If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete and reduce the requirement Security amount pursuant to Section 13.0 et seq., which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of SANTA CLARA a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor. If Tract No. 10643 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

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

13.0 Improvement Security; Surety Bonds. Prior to this Agreement taking effect as set forth in Section 1.0 above, Developer shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 13.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

13.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 9.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Two Million Seven Hundred Eighteen Thousand Dollars (\$2,718,000), which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as portions of the Public Improvements are completed and accepted by the City Council, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10643, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 12.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 10643.

13.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Million Seven Hundred Eighteen Thousand Dollars (\$2,718,000), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

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

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

14.0 Monument Security. Prior to this Agreement taking effect as set forth in Section 1.0 above, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 10643 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of One Thousand Five Hundred Dollars (\$1,500), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 10643.

15.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 13 et seq. and 14 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

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

16.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., including, without limitation S.B. 975,

which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

17.0 Insurance.

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

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

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

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

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

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

17.3 Additional Insured; Separation of Insureds. The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials,

parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

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

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

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

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

17.8 Completed Operations Coverage. For Construction contracts, Developer and its contractors shall maintain insurance as required by this contract 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 Developer and its contractors fail to obtain or maintain completed operations coverage as required by this contract, the City, at its sole discretion, may purchase the coverage required, and the Developer and its contractors shall pay the cost.

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

19.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 10643, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and

subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

20.0 General Provisions.

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

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

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

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

CITY OF MILPITAS
455 E. Calaveras Blvd
MILPITAS, CA 95035
Attn: Michael Silveira, PE
City Engineer

TOLL WEST COAST, LLC
1140 Virginia Drive
Fort Washington, PA 19034
Attn: Steve Savage
Vice President

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

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

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

resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

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

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

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

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

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

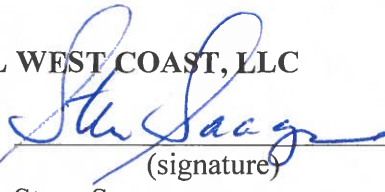
20.12 Counterparts. This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

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

CITY OF MILPITAS

By: _____
 (signature)
Deanna J Santana
 (print name)
Interim City Manager
City of MILPITAS

TOLL WEST COAST, LLC

By: 
 (signature)
Steve Savage
 (print name)
Vice President
 (title)

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
 (signature)
Luz Cofresi-Howe
 (print name)
Finance Director/Risk Manager
City of MILPITAS

APPROVED AS TO SUFFICIENCY:

By: _____
 (signature)
Christian Di Renzo
 (print name)
Public Works Director
City of MILPITAS

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

All Capacity Acknowledgment

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

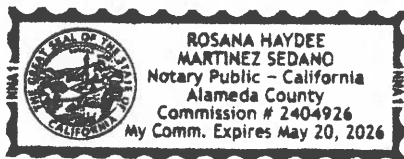
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On A July 10, 2025, before me, Rosana Haydee Martinez Sedano Notary Public, personally appeared STEVE SAUAGE, 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.



Rosana Haydee Martinez Sedano
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document
Number of Pages
Date of Document
Signer(s) Other Than Named Above

All Capacity Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner ☐ Limited
(s) ☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

TRACT NO. 10643

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

Parcels 4 and 5, as shown on that certain map entitled, "Parcel Map", which map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on November 28, 1978 in Book 431 of Maps, at Page(s) 2 and 3.

APN: 086-36-041

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 10643

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For Toll)

Apr 10, 2025
 Job No. 221066
 Page 1 of 3

SUMMARY

A. DEMOLITION/SITE WORK	\$269,050
B. ASPHALT PAVING	\$66,570
C. CONCRETE	\$138,140
D. SANITARY SEWER	\$262,300
E. STORM DRAIN	\$72,830
F. POTABLE WATER	\$599,100
G. RECYCLED WATER	\$136,000
H. MISCELLANEOUS	\$72,750
SUBTOTAL =	\$1,616,740
15% CONSTRUCTION CONTINGENCY =	\$242,510
10% MOBILIZATION COST =	\$161,670
10% TRAFFIC CONTROL COST =	\$161,670
TOTAL ESTIMATED CONSTRUCTION COST =	\$2,183,000

Notes:

1. All cost figures are given as estimates only. Actual cost will be dependent on the cost figures at bidding time; the general market situation, contractor's work load, seasonal factor, labor and cost, etc. This engineering firm cannot be responsible for fluctuations in cost factors.
2. This engineer's opinion is based on Parkside West Phase 2 Public Street Improvement Plans, dated February 28, 2025.



**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For Toll)**

Apr 10, 2025
Job No. 221066
Page 2 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A. DEMOLITION/SITWORK				
1.	Remove and Offhaul Existing Curb, Gutter	620 LF	\$35.00	\$21,700
2.	Remove and Offhaul Existing Driveway & Sidewalk	700 SF	\$4.00	\$2,800
3.	Remove Existing 12" Water Line	575 LF	\$150.00	\$86,250
4.	Remove Existing 8" Recycle Water Line	235 LF	\$150.00	\$35,250
5.	Remove Existing Storm Water Inlet	1 EA	\$1,000.00	\$1,000
6.	Remove of Existing Tree (Allowance Only)	1 EA	\$40,000.00	\$40,000
7.	Remove and Offhaul Existing AC Pavement	16,410 SF	\$5.00	\$82,050
SUBTOTAL =				\$269,050
B. ASPHALT PAVING				
1.	Fine Grading	19,000 SF	\$1.00	\$19,000
2.	12" Pavement (4"AC/12"AB)	6,760 SF	\$5.00	\$33,800
3.	Sawcut	335 LF	\$6.00	\$2,010
4.	2" Grind and Overlay	3,920 SF	\$3.00	\$11,760
SUBTOTAL =				\$66,570
C. CONCRETE				
1.	6" Curb & Gutter	675 LF	\$45.00	\$30,380
2.	Sidewalk	3,305 SF	\$12.00	\$39,660
3.	Stamped Concrete Pavement	1,815 SF	\$20.00	\$36,300
4.	Driveway/Project Entrance	1,290 SF	\$20.00	\$25,800
5.	Curb Ramp (including Truncated Domes)	1 EA	\$6,000.00	\$6,000
SUBTOTAL =				\$138,140
D. SANITARY SEWER				
1.	8" PVC	800 LF	\$180.00	\$144,000
2.	Manhole	7 EA	\$6,000.00	\$42,000
3.	Sanitary Sewer Flushing Inlet	2 EA	\$4,500.00	\$9,000
4.	4" Sewer Laterals	43 EA	\$850.00	\$36,550
5.	Cleanout	43 EA	\$715.00	\$30,750
SUBTOTAL =				\$262,300
E. STORM DRAIN				
1.	15" RCP CLASS III	120 LF	\$210.00	\$25,200
2.	18" RCP CLASS III	45 LF	\$225.00	\$10,130
3.	Manhole Structure	1 EA	\$6,000.00	\$6,000
5.	Drop Inlet (18"x18")	4 EA	\$2,500.00	\$10,000
6.	Storm Water Inlet	3 EA	\$2,500.00	\$7,500
7.	Connect to Existing Storm Drain	4 EA	\$3,500.00	\$14,000
SUBTOTAL =				\$72,830

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For Toll)**

Apr 10, 2025
Job No. 221066
Page 3 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F. POTABLE WATER</u>				
1.	12" PVC DR-18	660 LF	\$210.00	\$138,600
2.	8" PVC DR-18	720 LF	\$200.00	\$144,000
3.	Fire Hydrant (With Lateral and Valve)	6 EA	\$3,500.00	\$21,000
4.	Abandon Existing Water Service	3 EA	\$2,500.00	\$7,500
5.	Relocate Ex.Fire Hydrant	2 EA	\$3,000.00	\$6,000
6.	Connect to Ex. Water Line	4 EA	\$5,000.00	\$20,000
7.	2" water service with 2" Water Meter	8 EA	\$6,000.00	\$48,000
8.	2" Water Service Backflow	7 EA	\$12,000.00	\$84,000
9.	4" Fire Service Backflow	8 EA	\$12,000.00	\$96,000
10.	Post Indicator Valve	8 EA	\$2,000.00	\$16,000
11.	Fire Department Connection	8 EA	\$2,000.00	\$16,000
12.	1" Irrigation Water Service, 3/4" Meter	1 EA	\$2,000.00	\$2,000
SUBTOTAL =				\$599,100
<u>G. RECYCLED WATER</u>				
1.	8" PVC DR-18	600 LF	\$210.00	\$126,000
2.	Connect to EX.Recycled Water Line	2 EA	\$5,000.00	\$10,000
SUBTOTAL =				\$136,000
<u>H. MISCELLANEOUS</u>				
1.	Signing & Striping	1 LS	\$5,000.00	\$5,000
2.	Install New Street Monument	3 EA	\$500.00	\$1,500
3.	Bio-Retention	875 SF	\$30.00	\$26,250
4.	Street lights, including costs for the conduit, pole, pull box, and conductors	1 LS	\$20,000.00	\$20,000
5.	Rectangular Rapid Flashing Beacons and Assembly	2 LS	\$10,000.00	\$20,000
SUBTOTAL =				\$72,750

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For City)**

June 26, 2025
Job No. 221066
Page 1 of 3

SUMMARY

A.	DEMOLITION/SITE WORK	\$189,300
B.	ASPHALT PAVING	\$32,590
C.	CONCRETE	\$80,800
D.	SANITARY SEWER	\$6,650
E.	STORM DRAIN	\$43,100
F.	POTABLE WATER	\$44,500
G.	RECYCLED WATER	\$26,400
H.	MISCELLANEOUS	\$48,500
	SUBTOTAL =	\$471,840
	15% CONSTRUCTION CONTINGENCY =	\$70,780
	10% MOBILIZATION COST =	\$47,180
	10% PROJECT MANAGEMENT =	\$47,180
	10% TRAFFIC CONTROL COST =	\$47,180
	TOTAL ESTIMATED CONSTRUCTION COST =	\$684,000

Notes:

1. All cost figures are given as estimates only. Actual cost will be dependent on the cost figures at bidding time; the general market situation, contractor's work load, seasonal factor, labor and cost, etc. This engineering firm cannot be responsible for fluctuations in cost factors.
2. This engineer's opinion is based on Parkside West Phase 2 Public Street Improvement Plans, dated February 28, 2025.



**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For City)**

June 26, 2025
Job No. 221066
Page 2 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A. DEMOLITION/SITWORK				
1.	Remove and Offhaul Existing Curb, Gutter	520 LF	\$35.00	\$18,200
2.	Remove and Offhaul Existing Driveway & Sidewalk	200 SF	\$4.00	\$800
3.	Remove of Existing Tree (Allowance Only)	1 EA	\$40,000.00	\$40,000
4.	Remove and Offhaul Existing AC Pavement	9,560 SF	\$5.00	\$47,800
5.	Remove Ex 10" Storm Drain	50 SF	\$150.00	\$7,500
6.	Remove and Offhaul of Contaminated Soil (Assuming 2' Depth within ROW)	750 CY	\$100.00	\$75,000
SUBTOTAL =				\$189,300
B. ASPHALT PAVING				
1.	Fine Grading	11,610 SF	\$1.00	\$11,610
2.	12" Pavement (4"AC/12"AB)	4,160 SF	\$5.00	\$20,800
3.	Sawcut	30 LF	\$6.00	\$180
SUBTOTAL =				\$32,590
C. CONCRETE				
1.	6" Curb & Gutter	400 LF	\$45.00	\$18,000
2.	Sidewalk	1,925 SF	\$12.00	\$23,100
3.	Stamped Concrete Pavement	985 SF	\$20.00	\$19,700
4.	Driveway/Project Entrance	700 SF	\$20.00	\$14,000
5.	Curb Ramp (including Truncated Domes)	1 EA	\$6,000.00	\$6,000
SUBTOTAL =				\$80,800
D. SANITARY SEWER				
1.	4" PVC DR-18	35 LF	\$190.00	\$6,650
SUBTOTAL =				\$6,650
E. STORM DRAIN				
1.	10" RCP CLASS III	10 LF	\$210.00	\$2,100
2.	15" RCP CLASS III	60 LF	\$225.00	\$13,500
3.	Manhole Structure	1 EA	\$6,000.00	\$6,000
4.	Replace Ex.Grate with a Storm Drain Manhole Cover & Adjust to Finished Grade	3 EA	\$3,500.00	\$10,500
5.	Drop Inlet (18"x18")	2 EA	\$2,500.00	\$5,000
6.	Storm Water Inlet	1 EA	\$2,500.00	\$2,500
7.	Connect to Existing Storm Drain	1 EA	\$3,500.00	\$3,500
SUBTOTAL =				\$43,100

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PARKSIDE WEST II - PUBLIC STREET IMPROVEMENTS
CITY OF MILPITAS, CALIFORNIA
(For Public Street Improvements Bonding Purposes)
(For City)**

June 26, 2025
Job No. 221066
Page 3 of 3

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>F. POTABLE WATER</u>				
1.	12" PVC DR-18	50 LF	\$210.00	\$10,500
2.	2" Water Service with 2" Water Meter	1 EA	\$6,000.00	\$6,000
3.	2" Water Service Backflow	1 EA	\$12,000.00	\$12,000
4.	4" Fire Service Backflow	1 EA	\$12,000.00	\$12,000
5.	Post Indicator Valve	1 EA	\$2,000.00	\$2,000
6.	Fire Department Connection	1 EA	\$2,000.00	\$2,000
SUBTOTAL =				\$44,500
<u>G. RECYCLED WATER</u>				
1.	8" PVC DR-18	40 LF	\$210.00	\$8,400
2.	2" Recycled Water Service with 2" Water Meter	1 EA	\$6,000.00	\$6,000
3.	2" Water Service Backflow	1 EA	\$12,000.00	\$12,000
SUBTOTAL =				\$26,400
<u>G. MISCELLANEOUS</u>				
1.	Signing & Striping	1 LS	\$5,000.00	\$5,000
2.	Bio-Retention	450 SF	\$30.00	\$13,500
3.	Street lights, including costs for the conduit, pole, pull box, and conductors	1 LS	\$20,000.00	\$20,000
4.	Rectangular Rapid Flashing Beacons and Assembly	1 LS	\$10,000.00	\$10,000
SUBTOTAL =				\$48,500

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 10643

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

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 2,718,000 _____
Surety: Travelers Casualty and Surety Company
of America
Attorney-in-fact: Daniel P. Dunigan _____
Address: One Tower Square _____
Hartford, CT 06183 _____

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT: \$ 2,718,000 _____
Surety: Travelers Casualty and Surety Company
of America
Attorney-in-fact: Daniel P. Dunigan _____
Address: One Tower Square _____
Hartford, CT 06183 _____

CASH MONUMENT SECURITY: \$ 1,500.00 _____
Amount deposited per Cash Receipt No. R000565983 Date: 04/18/2025 _____

BOND NO. 108221324
INITIAL PREMIUM: \$13,590.00
SUBJECT TO RENEWAL

CITY OF MILPITAS
TRACT MAP NO. 10643 IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT- PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10643 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated August 19, 2025 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America ("Surety"), a corporation organized and existing under the laws of the State of , and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Two Million Seven Hundred Eighteen Thousand Dollars (\$2,718,000.00), said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

C-1

BBK:

as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn, PA, this 15th day of April, 2025.

TOLL WEST COAST, LLC

Principal

By:

Steve Savage
Vice President

Steve Savage
(print name)

Travelers Casualty and Surety Company of America
Surety

By:

Daniel P. Dunigan
Attorney-in-Fact

Daniel P. Dunigan
(print name)

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is
5.0 per thousand. The total amount of
premium charges is
\$ 13,590.00

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Travelers Casualty and Surety Company of America
ONE TOWER SQUARE, HARTFORD, CT 06183

C-2

BBK:

23152.06020\29191098.1

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 Alameda

On April 16, 2025 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



(Name and Address of Agent or
Representative for service of

Jared Scharton
655 North Central Avenue, Suite 1100 Glendale, CA 91203

Process in California, if different
from above)

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

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING
COMPANY MUST BE ATTACHED TO THIS BOND.**

BOND NO. 108221324
Premium is included with Performance Bond

CITY OF MILPITAS
TRACT MAP NO. 10643 IMPROVEMENTS
SUBDIVISION IMPROVEMENT AGREEMENT - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of MILPITAS, California ("City") and Toll West Coast, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Tract Map No. 10643 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement dated August 19, 2025 ("Improvement Agreement");

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

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

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America ("Surety"), a corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all contactors, subcontractors, laborers, material suppliers and other persons, companies or corporations employed in the performance of the Improvement Agreement or otherwise furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Two Million Seven Hundred Eighteen Thousand Dollars, (\$2,718,000), said sum being not less than 100% of

C-1

BBK:

the total cost of the Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

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

Should the condition of this bond be fully performed, the this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Berwyn, PA, this 15th day of April 2025.

TOLL WEST COAST, LLC

Travelers Casualty and Surety Company of America

Principal

Surety

By: Steve Savage

Vice President

By: Daniel P. Dunigan

Attorney-in-Fact

Steve Savage
(print name)

Daniel P. Dunigan
(print name)

(Attach Attorney-in-Fact Certificate)

The rate of premium on this bond is
5.0 per thousand. The total amount
of premium charges is
\$ 13,590.00.

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Travelers Casualty and Surety Company of America
ONE TOWER SQUARE, HARTFORD, CT 06183.

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

Jared Scharton
655 North Central Ave Suite 1100 Glendale CA 91203

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

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING
COMPANY MUST BE ATTACHED TO THIS BOND.**

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 Alameda

On April 16, 2025 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

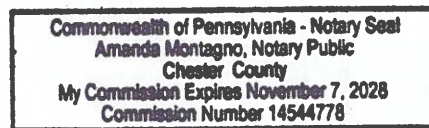
Civil Code § 1189

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 PA
County of Chester

On April 15th 2025 before me, Amanda Montagno, Notary Public
Date Name and Title of Notary
personally appeared Daniel P. Dunigan
Name and or Names of Signer(s)

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 [Handwritten Signature]
Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☒ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____
Travelers Casualty and Surety Company of
America

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Guardian or Conservator
☐ Attorney-in-Fact
☐ Trustee
☐ Other: _____
Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have
hereunto set my hand and caused my official seal to be affixed this 16th
day of June, 1997.

Fee 592.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 5/28/97

By
Certification

Victoria S. Sidbury
Deputy

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official
seal to be affixed this 31st day of December, 2007.

Steve Poizner
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Daniel P. Dunigan** of **BERWYN**, **Pennsylvania**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

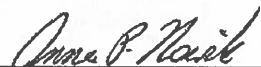
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **April**, 2025




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Principal: Toll West Coast, LLC
Project Name: 1905 Tarob Court

Tract No. 10643
Bond No. \$1,500 Cash Deposit

**CITY OF MILPITAS
SURVEY MONUMENTATION BOND**

WHEREAS, the Principal has entered into a contract with the City of Milpitas to install and complete certain designated public improvements, including setting of survey monuments by an engineer or surveyor prior to a certain date.

WHEREAS, said contract (and any City approved plans and specifications in connection therewith) is hereby referred to and made a part hereof, with like force and effect as it herein at length set forth:

NOW, THEREFORE, we the Principal and Toll West Coast, LLC, as surety, are held and firmly bound unto the City of Milpitas, California, and that Engineer or Surveyor, who set said survey monuments in the penal sum of **One Thousand Five Hundred & 0/100 Dollars (\$1,500.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, it heirs, executors, administrators, successors or assigns, shall well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof on his or their part, to be kept and performed, at the time and in the manner therein specified, and shall indemnify and save harmless the City of Milpitas, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named on July 16, 2025.

SUBDIVIDER: Toll West Coast, LLC. _____

SURETY: _____

BY: Steve Savage
(write name)

BY: _____
(write name)

BY: Steve Savage Vice President
(type name and office)

BY: _____
(type name and office)

Address: 6800 Koll Center Parkway #320
Pleasanton, CA 94566

Address of Surety: _____

VERIFICATION

I declare under the penalty of perjury that I have authority to execute this bond on behalf of the above-named surety.

Executed at _____, California, on the _____ day of _____, 2024.

(Name)

(Type Name)

Address: _____

Subscribed and sworn to before me, a)
Notary Public, this _____ day of)
_____, 2024.)

THIS JURAT MUST BE COMPLETED
) BY A NOTARY IF THE VERIFICATION
) IS EXECUTED OUTSIDE OF CALIFORNIA
)
)

(Sign)

(Type)

ACKNOWLEDGMENT

NOTE: A Notary acknowledgment must be completed for signatures of both principal and surety. Use correct form.
A power of attorney is not enough.

Form Approved:

_____, 2024, by _____

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 Alameda

On July 16, 2025 before me, Ingrid N Orozco Rizo, Notary Public
(insert name and title of the officer)

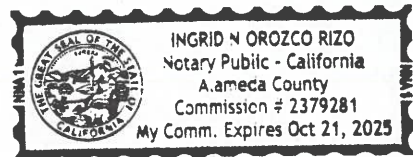
personally appeared Steve Savage,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature

(Seal)





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider a Fee Waiver Request from Saint Elizabeth Church (Staff Contact: Renée Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/19/2025
Recommendation:	Approve a fee waiver request of \$1,083.67 for the St. Elizabeth Church Family Festival at the St. Elizabeth Church Parking Lot on September 21, 2025.

BACKGROUND:

On July 30, 2025, staff received a Donation and Fee Waiver/Reduction Policy request from St. Elizabeth Church for their Parish Festival at the St. Elizabeth Church Parking Lot. The request is for \$1,083.67 fee waiver for the special event permit fees.

ANALYSIS:

One Donation and Fee Waiver/Reduction Policy request application was received by the Recreation and Community Services Department for a fee waiver for St. Elizabeth Church.

Fee Waiver Request

St. Elizabeth Church submitted the required application and documentation for their annual Church Family Festival:

- Special Event Permit Application Packet
- City Council Donation and Fee Waiver/Reduction Policy request
- Non-profit status letter

St. Elizabeth Church is requesting that City Council waive eligible fees for the special event permit fees in the amount of \$1,083.67. Fees ineligible for waiver are staff fees.

The Milpitas City Council adopted an updated "City Council Donation and Fee Waiver/Reduction Policy" on [June 21, 2022](#). Per the policy, eligible organizations can request City fees to be waived up to \$1,500 or a donation amount up to \$500 to be granted upon request. Eligible organizations are defined as "a non-profit organization as described by the Internal Revenue Section such as 501(c)(3) or an intergovernmental agency; Non-discriminatory, and non-political in nature." Fee Waiver or Donation requests for events must provide a community benefit within the City of Milpitas proper. Applying organizations must provide proof of non-profit status from the federal Internal Revenue Service or the state Franchise Tax Board.

As required, St. Elizabeth Church provided a copy of their determination letter from the Internal Revenue Service stating they are a tax-exempt organization. The applicant meets the requirements as outlined in the Council adopted Donation and Fee Waiver/Reduction Policy.

POLICY ALTERNATIVE(S):

Alternative: Do not approve any one or combination of received fee waivers and donation applications as requested.

Pros: The City's General Fund will not incur the costs of the fees waived.

Con: Denial of the request may not allow the non-profit organization to hold their events.

Reason not recommended: This request is consistent with the Council approved Policy.

FISCAL IMPACT:

\$25,000 was approved and included in the FY 2025-26 Adopted Budget for City Council's Unallocated Community Promotions with a current balance of \$25,000. If this request is approved by the City Council, a balance of \$23,916.33 would remain in the City Council's Unallocated Community Promotions.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

- (a) St. Elizabeth Church Application
- (b) St. Elizabeth Church Internal Revenue Service (IRS) non-profit letter

City of Milpitas City Council Non-Profit Donation/Fee Waiver Request Program Application Form #43

Name of Organization	St. Elizabeth Catholic Church
Is there a Milpitas Branch or Affiliation?	- Yes
Organization Address (as listed on your 501 (c) 3)	[REDACTED] United States
Organization Web Site	https://stelizabethmilpitas.org
Organization Contact Name	Jinky Peralta
Organization Contact Phone	[REDACTED]
Organization Contact Email	[REDACTED]
Request Type	- Fee Waiver (up to \$1,500)
Requested Amount (request types cannot be combined or exceed maximum listed amounts)	\$ 1083.67
Description of Use of Funds/Fees to be Waived	Regular Event Fee
Event Name	St. Elizabeth Church Family Festival
Event Date(s)	Sep 21, 2025
Event Location (Facility Name and Address)	St. Elizabeth Church's parking lot
Is your Event Open to the Public	Yes
What is you anticipated Event attendance?	St. Elizabeth Parishioners
What is the purpose of the Event?	St. Elizabeth families gathering
Is your event a Fundraiser	No
What percentage of your event fundraising proceeds will benefit the Milpitas Community?	None, this is not a fundraiser
How will the Milpitas Community Benefit from this Event?	St. Elizabeth parishioners are Milpitas resident , which they have an opportunity join and participate outdoor and gathering during summer time once a year
How will the City's contribution (if approved) be recognized in event media and publicity?	The waive amount from City of Milpitas will be posted on the weekly Church's bulletin , make an announcement after each weekend masses
Upload your Entity Status Letter (Entity Name listed on this application must match the Entity Status Letter Name)	Festival 2025 City of Milpitas.pdf

Within 60 days after completion of the event for which a donation was received or a fee waiver was granted by the City of Milpitas, your organization will provide a report to the Director of Recreation and Community Services to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Failure to abide by the rules and procedures set forth in the City Council Donation/Fee Waiver

Policy will result in the organization being denied for funding and/or fee waiver in the future.
Draw your signature into the box below.

Jinky Peralta

Date of This Notice

89243808

If you inquire about
your account, please
refer to this
number or attach a
copy of this notice

05-05-81
Employer Identification Number

ROMAN CATHOLIC BISHOP OF THE SAN
JOSE A CORPORATION SOLE
~~7600 Y ST JOSEPH AVE~~
LOS ALTOS CA 94022

575 B 04555555W
55555555

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your application for an employer identification number. The number above has been assigned to you. We will use it to identify your business tax returns and any other related documents, even if you have no employees.

Please keep this number in your permanent records. Use the number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number in all tax payments and in tax-related correspondence or documents. You may wish to make a record of the number for reference in case this notice is lost or destroyed.

Note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, How to Apply for and Retain Exempt Status for Your Organization, available at any IRS office.

We appreciate your cooperation.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 65.155 to Adopt by Reference the 2025 California Building Codes with Amendments (Staff Contact: Bill Tott, Building Official, 408-586-3263)
Category:	Public Hearings-Community Development
Meeting Date:	8/19/2025
Recommendation:	Waive the first reading beyond the title and introduce Ordinance No.65.155 amending Chapters 3, 3.5, 4, 5, 6,7,10,11,14,16,19, and 150 of Title II of the Milpitas Municipal Code relating to adopting by reference the 2025 California Building Code, 2025 California Residential Code, 2025 California Mechanical Code, 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Green Building Standards Code, 2025 California Wildland Urban Interface Code, 2025 California Existing Building Code, 2025 California Historical Building Code, 2025 Referenced Standards Code, 2024 International Property Maintenance Code, and 2024 International Swimming Pool and Spa Code, with amendments.

BACKGROUND:

Title 24 of the California Code of Regulations, also referred to as the California Building Standards Code, governs the design and construction of buildings and associated facilities and equipment throughout California. It is updated and published on a triennial basis by the California Building Standards Commission (CBSC) by order of the California legislature. Each code cycle update improves safety, sustainability, and resiliency, and incorporates new technology, design, and construction methods. Throughout each code adoption cycle, amendments to the codes are developed through an extensive public participation process. In July 2025, the CBSC published the 2025 edition of the California Building Standards Code, making this year a code adoption year.

The building regulations in the California Building Standards Code have the same force of law and take effect 180 days after their publication. On January 1, 2026, the 2025 California Building Standards Code will become effective statewide. This 2025 Code has prompted jurisdictions statewide to adopt the new code and complete local amendments as necessary.

In accordance with the California Health and Safety Code, a city may establish more restrictive building standards than those in the California Building Standards Code if the city makes an express finding that each amendment is reasonably necessary because of local climatic, geological, topographical or environmental conditions.

ANALYSIS:

As part of the triennial code adoption cycle, and pursuant to California Health and Safety Code Sections 17958 and 18941.5, staff recommend that the City of Milpitas adopt the 2025 California Building Standards Code. The 2025 California Building Standards Codes that are included in this proposed adoption ordinance are: The California Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, Green Building Standards Code, California Wildland Urban Interface Code, Existing Building Code, Historical Building Code, and Referenced Standards Code.

The Wildland-Urban Interface Code is a new code that was included to provide specific requirements for structure hardening against fire in areas designated as wildland-urban interface (WUI) zones. Currently, Milpitas does not have any areas identified as WUI zones.

Staff also propose several local amendments be included as part of the code adoption. These local amendments are the same as were incorporated into the current 2022 codes under ordinance 65.147. The

amendments along with the findings that support them are included in the proposed ordinance. If approved, the Building Official will file a copy of this ordinance with the California Building Standards Commission. The 2025 California Building Code is adopted by reference, with amendments.

In addition to the California codes, the 2024 International Swimming and Spa Code (ISPSC) and the 2024 International Property Maintenance Code (IPMC) are also included in this proposed adoption. The 2021 ISPSC and IPMC were previously adopted and will be replaced by the 2024 versions, with amendments.

Adoption of the new 2025 California Title 24 codes and the 2024 ISPC and IPMC will safeguard the health, safety, and welfare of Milpitas residents and the general public.

POLICY ALTERNATIVE(S):

Alternative : Adopt the new codes with amendments.

Pros: Would provide an increase over the baseline minimum safety standards while maintaining continuity by readopting ongoing amendments that are in consideration of local conditions.

Cons: Would not give full consideration for local conditions in Milpitas.

Reason for Not Recommending: Would not provide the complete code adoption or maintain continuity with amendments to address local conditions in Milpitas.

FISCAL IMPACT:

There is no cost to the City other than administrative staff time and expense. Staff training on the new codes is needed and has been planned for in the budget. Training has begun and will be ongoing.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

- (a) Ordinance No. 65.155 and Exhibit A Findings in Support of Amendments
- (b) Exhibit B Supplemental Findings in Support of Appendices

REGULAR

NUMBER: 65.155

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING CHAPTERS 3, 3.5, 4, 5, 6, 7, 10, 11, 14, 16, 19, AND 150 OF TITLE II OF THE MILPITAS MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE, 2025 CALIFORNIA RESIDENTIAL CODE, 2024 INTERNATIONAL PROPERTY MAINTAINANCE CODE, 2025 CALIFORNIA MECHANICAL CODE, 2025 CALIFORNIA ELECTRICAL CODE, 2025 CALIFORNIA PLUMBING CODE, 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, 2025 CALIFORNIA ENERGY CODE, 2025 CALIFORNIA EXISTING BUILDING CODE, 2025 CALIFORNIA WILDLAND URBAN INTERFACE CODE, 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND 2025 CALIFORNIA HISTORICAL BUILDING CODE, WITH AMENDMENTS.

HISTORY: This Ordinance was introduced (first reading) by the City Council at its meeting of August 19, 2025, upon motion by _____, and was adopted (second reading) by the City Council at its meeting of September 16, 2025 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:

Suzanne Guzzetta, City Clerk

Carmen Montano Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

RECITALS:

WHEREAS, the California Building Standards Commission has adopted and published an updated Title 24 of the California Code of Regulations, also referred to as the 2025 California Building Standards Code, that will become effective statewide on January 1, 2026; and

WHEREAS, the 2025 California Building Standards Code includes the following codes the City intends to adopt: The California Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Energy Code, Green Building Standards Code, California Wildland Urban Interface Code, Existing Building Code, Historical Building Code, and Referenced Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City of Milpitas has reviewed and intends to adopt the 2025 California Building Standards Code and the 2024 International Property Maintenance Code and 2024 International Swimming Pool and Spa Code; and

WHEREAS, the City Council wishes to amend portions of the California Building Standards Code to better address local conditions and makes express findings that such amendments are reasonably necessary because of local climatic, geological or topographical conditions as set forth in this Ordinance.

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 the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Building Standards Code within are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, storms, floods, high winds and fire, and therefore is exempt from CEQA. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 3

Title II, Chapter 3 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 3 – BUILDING CODE

Sections:

Section 1 – Adoption of the Building Code

Section 2 – Amendments to the Building Code

Section 1 Adoption of the Building Code

II-3-1.01

The 2025 California Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 2 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. This adoption includes Appendix I. The 2025 California Building Code shall be designated and referred to as the “Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Building Code

II-3-2.01 Amendments: Chapter 4

- Amend Section 402.5 of the California Building Code by deleting the exception.
- Amend Section 403.3 of the California Building Code by deleting all exceptions.
- Amend Section 404.3 of the California Building Code by deleting all exceptions.
- Amend Section 410.6 of the California Building Code by deleting all exceptions.

II-3-2.02 Amendment: Section 1505.1.3

Amend Section 1505 of the California Building Code by adding Section 1505.1.3 to read as follows:

1505.1.3 Roofing requirements for hillside construction. Class A or Class B roof covering shall be required for all hillside construction.

II-3-2.03 Amendment: Section 1705.3 Exception 1

Amend Section 1705.3 Exception 1 of the California Building Code to read as follows:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based upon a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 MPa).

II-3-2.04 Amendment: Section 1808.1

Amend Section 1808.1 of the California Building Code by adding the following:

All new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect.

II-3-2.05 Amendment: Table 2308.10.1

Amend Table 2308.10.1 title and footnotes to read as follows:

1. TABLE 2308.10.1^{a, f, g}
2. Footnotes “f” and “g” are added to Table 2308.10.1, to read:
 - f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Categories D or E.
 - g. Methods GB, DWB and PCP are not permitted in Seismic Design Category E.

SECTION 4. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 3.5

Title II, Chapter 3.5 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 3.5 – RESIDENTIAL CODE

Sections:

Section 1 – Adoption of the Residential Code

Section 2 – Amendments to the Residential Code

Section 1 Adoption of the Residential Code

II-3.5-1.01

The 2025 California Residential Code, published by the International Code Council, Inc. and the California Building Standards Commission in Part 2.5 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. This adoption includes Appendix BF and Appendix BG. The 2025 California Residential Code shall be designated and referred to as the “Residential Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Residential Code

II-3.5-2.01 Amendment: Section R902.1.3

Amend Section R902 of the California Residential Code by adding Section R902.1.3 to read as follows:

R902.1.3 Roofing requirements for hillside construction. Class A or Class B roof covering shall be required for all hillside construction.

II-3.5-2.02 Amendment: Table R602.10.3(3)

Amend Table R602.10.3(3) title and footnotes to read:

TABLE R602.10.3(3)^{i, j}

Footnotes:

- i. Methods PBS, HPS, SFB and CS-SFB are not permitted in Seismic Design Categories D₀, D₁, and D₂.
- j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D₀, D₁, and D₂ where S₁ is greater than or equal to 0.75.

II-3.5-2.03 Amendment: Section R403.1

Amend Section R403.1 of the California Residential Code by adding the following:

All new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect

SECTION 5. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 3

Title II, Chapter 4 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 4 – PROPERTY MAINTENANCE CODE

Sections:

Section 1 – Adoption of the Property Maintenance Code

Section 2 – Amendments to the Property Maintenance Code

Section 1 Adoption of the Property Maintenance Code

II-4-1.01

The 2024 International Property Maintenance Code, published by the International Code Council, Inc., is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2024 International Property Maintenance Code shall be designated and referred to as the “Property Maintenance Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 – Amendments to the Property Maintenance Code

II-4-1.02

Delete Section 404.5 of the International Property Maintenance Code.

Delete Table 404.5 of the International Property Maintenance Code.

Delete Section 404.5.1 of the International Property Maintenance Code.

Delete Section 404.5.2 of the International Property Maintenance Code.

SECTION 6. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 5

Title II, Chapter 5 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 5 – MECHANICAL CODE

Chapter 5 of Title II of the Milpitas Municipal Code is hereby repealed in its entirety and replaced with the text below to read as follows:

Sections:

Section 1 – Adoption of the Mechanical Code

Section 1 Adoption of the Mechanical Code

II-5-1.01

The 2025 California Mechanical Code, published and copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 4 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Mechanical Code shall be designated and referred to as the “Mechanical Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 7. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 6

Title II, Chapter 6 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 6 – ELECTRICAL CODE

Sections:

Section 1 – Adoption of the Electrical Code

Section 2 – Amendments to the Electrical Code

Section 1 Adoption of the Electrical Code

II-6-1.01

The 2025 California Electrical Code, published and copyrighted by the National Fire Protection Agency and the California Building Standards Commission in Part 3 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Annexes A, B, C, D, and F. The 2025 California Electrical Code shall be designated and referred to as the “Electrical Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

Section 2 Amendments to the Electrical Code

II-6-2.01

Amend Section 230.2 of the California Electrical Code by adding subsection (F) to read as follows:

230.2(F). Underground Service. All new electrical services shall be underground and installed per Section 230.30, Underground Service-Lateral Conductors.

Exception: Relocation or replacement of existing electrical services at existing buildings.

II-6-2.02

Amend Section 230.70(A) of the California Electrical Code by adding subsection (4) to read as follows:

(4) Main Service Disconnect Location. The building’s main service disconnect and/or disconnects shall be installed on the first floor level of the building, in accordance with 230.70(A)(1), (A)(2), and (A)(3).

II-6-2.03

Amend Section 250.50 of the California Electrical Code by adding subsection (A) to read as follows:

250.50(A). Grounding System in New Buildings. Grounding electrode systems in all new buildings shall be an electrode encased by at least 50 mm (two inches) of concrete, located horizontally near the bottom or vertically, and within that portion of a concrete foundation or footing that is in direct contact with earth. The electrode shall consist of at least 6.0 m (20 feet) of one or more steel reinforcing bars or rods, of not less than 13 mm (½ inch) diameter, or consisting of at least 6.0 m (20 feet) of bare copper conductor not smaller than 4 AWG. The connection side of this concrete-encased electrode shall be located remotely away from the main electrical service equipment.

SECTION 8. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 7

Title II, Chapter 7 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 7 – PLUMBING CODE

Sections:

Section 1 – Adoption of the Plumbing Code

Section 1 Adoption of the Plumbing Code

II-7-1.01

The 2025 California Plumbing Code, published and copyrighted by the International Association of Plumbing and Mechanical Officials and the California Building Standards Commission in Part 5 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The adoption includes Appendices A, B, C, D, I, and M. The 2025 California Plumbing Code shall be designated and referred to as the “Plumbing Code” for the City of Milpitas. There is one copy of said code on file in the office of the Building Official for use and examination by the public.

SECTION 9. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 10

Title II, Chapter 10 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 10 – SWIMMING POOL AND SPA CODE

Sections:

Section 1 – Adoption of the Swimming Pool and Spa Code

Section 1 Adoption of the Swimming Pool and Spa Code

II-10-1.01

The 2024 International Swimming Pool and Spa Code, published by the International Code Council, Inc., is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2024 International Swimming Pool and Spa Code shall be designated and referred to as the “Swimming Pool and Spa Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 10. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 11

Title II, Chapter 11 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 11 – ENERGY CODE

Sections:

Section 1 – Adoption of the Energy Code

Section 1 Adoption of the Energy Code

II-11-1.01

The 2025 California Energy Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 6 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Energy Code shall be designated and referred to as the “Energy Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 11. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 14

Title II, Chapter 14 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 14 – EXISTING BUILDING CODE

Sections:

Section 1 – Adoption of the Existing Building Code

Section 1 Adoption of the Existing Building Code

II-14-1.01

The 2025 California Existing Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 10 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though

fully set forth herein. The adoption includes Appendices A1, A2, A3, and A5. The 2025 California Existing Building Code shall be designated and referred to as the “Existing Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 12. ENACTING MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 16

Title II, Chapter 16 of the Milpitas Municipal Code is hereby enacted and added to read as follows:

Chapter 16 – WILDLAND URBAN INTERFACE CODE

Sections:

Section 1 – Adoption of the Wildland Urban Interface Code

Section 1 Adoption of the Wildland Urban Interface Code

II-16-1.01

The 2025 Wildland Urban Interface Code published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 7 is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 Wildland Urban Interface Code shall be designated and referred to as the “Wildland Urban Interface Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 13. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 19

Title II, Chapter 19 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 19 – GREEN BUILDING STANDARDS CODE

Sections:

Section 1 – Adoption of the Green Building Standards Code

Section 1 Adoption of the Green Building Standards Code

II-19-1.01

The 2025 Green Building Standards Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 11 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 Green Building Standards Code shall be designated and referred to as the “Green Building Standards Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 14. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE II, CHAPTER 150

Title II, Chapter 150 of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 150 – HISTORICAL BUILDING CODE

Sections:

Section 1 – Adoption of the Historical Building Code

Section 1 Adoption of the Historical Building Code

II-150-1.01

The 2025 California Historical Building Code, published and copyrighted by the International Code Council, Inc. and the California Building Standards Commission in Part 8 of Title 24 of the California Code of Regulations, is hereby adopted and referred to, and by this reference expressly incorporated and made a part of this Chapter as though fully set forth herein. The 2025 California Historical Building Code shall be designated and referred to as the “Historical Building Code” for the City of Milpitas. There is one copy of said Code on file in the office of the Building Official for use and examination by the public.

SECTION 15. EXPRESS FINDINGS

Pursuant to California Health and Safety Code Sections 17958.7 and 18941.5, the City Council hereby finds that the above amendments are necessary due to local climatic, geological or topographical conditions, including as set forth in the specific additional findings set forth in **Exhibit A**, and that the City Council has been presented with a sufficient factual basis to justify these findings.

SECTION 16. REPEAL OF CONFLICTING ORDINANCES

Upon adoption of each new California Building Standards Code and other codes adopted herein, the Ordinance(s) adopting the previously adopted versions of these codes are superseded entirely. This Ordinance does not repeal Ordinance No. 65.153, which adopts by reference and amends the 2022 California Energy Code, Ordinance No. 65.154, which adopts by reference and amends the 2022 California Green Building Standards Code, nor Ordinance No. 113.26, which adopts by reference and amends the 2019 California Fire Code.

SECTION 17. 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 18. 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 final adoption by the City Council, but no sooner than January 1, 2026. 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.

EXHIBIT A

FINDINGS IN SUPPORT OF AMENDMENTS TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS: LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

Chapter 3 – BUILDING CODE

The proposed substantive amendments to the Building Code involve the following:

- (1) Automatic sprinkler systems
- (2) Roofing cover requirement for hillside areas
- (3) Special inspection exception
- (4) Foundations and foundation reinforcement
- (5) Restrict use of bracing methods

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Automatic sprinkler systems

Amending the Code to remove exceptions where automatic sprinklers are not required is due to Milpitas being situated in an area of high seismic activities as indicated by the United States Geological Survey and the California Division of Mines and Geology. There is a higher level of risk for significant building damage and fire due to the higher incidence and magnitude of earthquakes in this area. Maintaining a higher level of life-safety of building occupants by providing removal of exceptions to installation of automatic fire sprinkler systems is therefore required.

(2) Roofing cover requirement for hillside areas

Amending the Code to require that the roof covering for structures in the hillside area is a minimum Class B is necessary due to the climatic conditions of the area. The hillside area has a long history of high winds, with an associated higher risk of accelerated and more significant structure damage and higher potential for related casualties.

(3) Special inspection exception

Amending the Code to require special inspection for isolated spread concrete footings of buildings of three stories or less where the structural design of the footing is based upon a specified compressive strength of concrete greater than 2,500 psi is necessary due to expansive (clay) soils and seismic activity common to this geological area.

(4) Foundations and foundation reinforcement

Amending the Code to require all new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided, and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect, is necessary due to expansive (clay) soils and seismic activity common to this geological area.

(5) Restrict use of bracing methods

Amending the Code Table 2308.6.1 with added footnotes f and g to prohibit the use of bracing methods PBS, HPS, and SFB in seismic design categories D or E, and prohibit the use of bracing methods GB, DWB and PCP in

Ordinance 65.155

seismic design category E due to their poor performance in earthquakes. Milpitas is in seismic design category D or E with potential for frequent and more intense seismic activity

Chapter 3.5 – RESIDENTIAL CODE

The proposed substantive amendments to the Residential Code involve the following:

- (1) Roofing cover requirement for hillside areas
- (2) Restrict use of bracing methods
- (3) Foundations and foundation reinforcement

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Roofing cover requirement for hillside areas

Amending the Code to require that the roof covering for structures in the hillside area is a minimum Class B is necessary due to the climatic conditions of the area. The hillside area has a long history of high winds, with an associated higher risk of accelerated and more significant structure damage and higher potential for related casualties.

(2) Restrict use of bracing methods

Amending the Code Table R602.10.3(3) and adding footnotes i and j to restrict the use of bracing methods PBS, HPS, SFB, CS-SFB, GB, DWB and PCP in Seismic Design Categories D0, D1 and D2 due to their poor performance in earthquakes. Milpitas is in seismic design category D2.

(3) Foundations and foundation reinforcement

Amending the Code to require all new foundations for building additions to R-3 occupancies shall be of the same type of foundation system as the existing structure, unless foundation design recommendation from a soils engineer is provided, and the foundation system is designed, and plans, calculations, and specifications are prepared, stamped and signed, by a California licensed engineer or architect, is necessary due to expansive (clay) soils and seismic activity common to this geological area.

Chapter 6 – ELECTRICAL CODE

The proposed substantive amendments to the Electrical Code involve the following:

- (1) Requirement for all new electrical services to be underground
- (2) Disconnects of electrical power for each building to be in a readily accessible location on the first floor
- (3) Grounding systems in new buildings shall be an electrode encased in concrete

The following findings support that the above amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions:

(1) Requirement for all new electrical services to be underground

Buildings in many areas of Milpitas are located in high wind areas and flood plains. Due to these local climatic conditions, amending the Code to provide for elimination of overhead services that are inherently less safe in the event of windstorms and floods will provide a higher level of safety.

(2) Disconnects of electrical power for each building to be in a readily accessible location on the first floor

Amending the Code provides for a quicker means of finding the location of the main power disconnects to buildings in the event of seismic events and related potential for fire and other emergencies. This is critical as Milpitas is located in an area of high seismic activities.

(3) Grounding systems in new buildings shall be an electrode encased in concrete

Amending the Code allows significantly higher assurances that the grounding of the building electrical system will not deteriorate and fail due to the acidic and expansive properties of local soils. Other types of grounding, such as rods, will be subject to deterioration in local soils, whereas an encased electrode will not be in contact with the soils.

Providing equipment grounding conductors enhances capability of keeping electrical systems grounded, which is important in high amperage electrical services common to the City of Milpitas.

EXHIBIT B

SUPPLEMENTAL FINDINGS IN SUPPORT OF APPENDICES TO TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS FOR LOCAL CLIMATIC, GEOLOGICAL OR TOPOGRAPHICAL CONDITIONS

The following findings are in support of the Appendices that are reasonably necessary because of local climatic, geological or topographical conditions:

2025 CALIFORNIA RESIDENTIAL CODE - Appendix BG Sound Transmission

Adopting Appendix BG for sound transmission is necessary due to topographic and climatic conditions. The hillside areas have sustained high winds that are heightened by the sloped hillsides and create a significantly higher noise level, which the requirements under this appendix will help mitigate. It will also help mitigate the effects of the topographical influences on wind generated noise for the lower areas as these areas form a valley that has the effect of heightening the wind noise levels as well.

2025 CALIFORNIA PLUMBING CODE – Appendix C Alternate Plumbing Systems

Adopting Appendix C for alternate plumbing systems is necessary due to climatic conditions. The State of California experiences numerous extreme drought conditions over great expanses of time, that trigger the imposition of severe water rationing. The City of Milpitas has had water use restrictions in place for extended periods of time due to these climatic conditions. The requirements under the appendix would help lower potable water usage through the design and implementation of engineered plumbing systems.

2025 CALIFORNIA PLUMBING CODE - Appendix M Peak Water Demand Calculation

Adopting Appendix M for use of the peak water demand calculator is necessary due to climatic conditions. The State of California experiences numerous extreme drought conditions over great expanses of time, that trigger the imposition of severe water rationing. The City of Milpitas has had water use restrictions in place for extended periods of time due to these climatic conditions. The requirements under the appendix would help lower potable water usage through the use of the peak water demand calculator which allows for smaller water supply pipes to serve more efficient plumbing fixtures.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Introduce Ordinance No. 113.27 to Adopt by Reference the 2025 Edition of the California Fire Code with Certain Local Amendments (Staff Contact: Arthur Belton, Deputy Chief/Fire Marshal, 408-586-3384)
Category:	Public Hearings-Public Safety
Meeting Date:	8/19/2025
Recommendation:	Waive the first reading beyond the title and introduce Ordinance No. 113.27 to adopt by reference the 2025 Edition of the California Fire Code, to be enacted as Chapter 300, Title V of the Milpitas Municipal Code, with certain local amendments.

BACKGROUND:

The California State Building Standards Commission adopted the 2024 International Fire Code with State Amendments, known as the 2025 California Fire Code, which becomes effective for all local jurisdictions on January 1, 2026. To maintain the current level of regulation without interruption, jurisdictions must adopt the code with local amendments. As with past code adoptions, the Santa Clara County Fire Marshals Association collaborates to develop standardized amendments for use throughout the County that maintain the existing level of regulation for the protection of public health and safety

The proposed Ordinance includes certain findings necessary to locally amend portions of the California Fire Code. Such findings shall be based on but not limited to Health and Safety Code Sections 18941.5, as well as 17958.5 and 17958.7, relative to local climatic, geographical, or topographical conditions.

ANALYSIS:

The California Fire Code and local amendments are typically adopted every three years. The 2022 Edition of the California Fire Code with certain local amendments was adopted by the Milpitas City Council on December 6, 2022 and became effective January 1, 2023. The proposed ordinance would replace the previous adoption and allow for seamless transition with regards to regulation and enforcement historically.

The California Fire Code is Part 9 of 13 parts of the official compilation and publication of adoptions, amendment, and repeal of building regulations to the California Code of Regulations, Title 24 which is also referred to as the California Building Standards Code. The California Building Standards Code incorporates by adoption the 2024 International Fire Code of the International Code Council with necessary California Amendments.

The purpose of the California Fire Code is to establish the minimum requirements consistent with nationally recognized best practices to safeguard public health, safety and general welfare from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures, and premises, and to provide safety and assistance to fire fighters and emergency responders during emergency operations.

The provisions of the California Fire Code shall apply to the construction, alterations, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building structures throughout the State of California.

POLICY ALTERNATIVE(S):

Alternative 1: Do Not Adopt Certain Local Amendments for the 2025 California Fire Code

Pros: None

Cons: Not adopting certain local amendments in conjunction with the 2025 California Fire Code, does not address some of the unique concerns and nuances relative to the residential, commercial, and industrial communities within the City of Milpitas.

Reason for Not Recommending: To further save lives and preserve property, as well as ensuring the highest level of public safety for the community of Milpitas, local amendments must be addressed.

FISCAL IMPACT:

Section 66014 of the California Government Code as referenced in the Health & Safety Code Section 13146, as well as the 2025 California Fire Code Sections 1.11.2.1.1, and Section 106.2, allows fire departments to charge fees for permit, inspection, and enforcement activities. The City of Milpitas Master Fee Schedule aligns with these Code Sections.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

(a) Draft Ordinance

REGULAR

NUMBER: 113.27

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILPITAS REPEALING AND REPLACING CHAPTER 300 OF TITLE V OF THE MILPITAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE WITH SPECIFIED LOCAL AMENDMENTS

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 Councilmember _____. The Ordinance was duly passed and ordered published in accordance with law by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Christopher Creech, Acting City Attorney

RECITALS AND FINDINGS:

WHEREAS, the City Council of the City of Milpitas intends to adopt by reference into the Milpitas Municipal Code the 2025 California Fire Code; and

WHEREAS, in doing so, the City Council wishes to amend portions of the California Fire Code to better address local concerns and to be consistent with amendments made by the other jurisdictions in Santa Clara County as well as neighboring counties in the Bay Area; and

WHEREAS, Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require such amendments to be reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council hereby makes the following findings with respect to the amendments to the 2025 California Fire Code and determines that there is a sufficient factual basis to justify these findings:

A. The local climatic conditions of the City of Milpitas can affect the acceleration, intensity, and size of fires. Average annual rainfall for the City of Milpitas (approximately 14.9 inches per year), and drought conditions in the State of California require water-use restrictions and may also limit access to water during emergencies. Prevailing winds from the Northwest have velocities ranging from 5-mph to 15-mph, but the region has experienced extreme winds up to 60 mph. Times of little rainfall and high winds can exacerbate and spread fires.

B. The local geological and topographical conditions of the City of Milpitas can affect the response time of emergency service providers. The San Francisco Bay area region is densely populated and located in an area of high seismic activities. In particular, the City of Milpitas is located near the San Andreas Fault zone, which is capable of producing major earthquakes. Should a significant seismic event occur, hazardous materials and gases may be leaked and expose members of the public to significant health risks. Severe seismic events could disrupt communications, damage gas mains, and cause extensive electrical hazards that may exacerbate the size and number of emergencies, and consequently hinder the Fire Department's ability to respond to emergencies effectively and in a timely manner.

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.

The City Council finds that the amendments to the 2025 California Fire Code herein adopted are reasonably necessary because of local climatic, geological, or topographical conditions, and the above-listed findings correspond with the following amendments to the 2025 California Fire Code:

Amendment	Finding(s)
101.1	Administrative
102.3	Administrative
102.4	Administrative
102.5	Administrative
103.2	Administrative
104.10	Administrative
105.1	Administrative
105.2	Administrative
105.5-105.5.67	Administrative
105.6-105.6.26	Administrative
108.2	Administrative

109.1-109.7	Administrative
112.1-112.3	Administrative
113.1.1-113.1.8	Administrative
202	Findings A & B
316.7	Finding A
503-503.1	Finding A
503.2.1	Finding A
503.2.4	Finding B
503.6	Finding B
503.7	Finding A
504.2	Finding B
504.3.1	Finding A
504.5	Finding A
504.6	Finding A
505.3	Finding A
507.5.1.1	Finding A
507.5.7	Finding A
508.1	Finding A
508.1.6	Finding A
510.1	Finding B
510.4	Finding B
510.5	Finding B
510.5.3	Finding B
604.1.1	Findings A & B
608.9	Finding A & B
901.6.3	Finding B
903.1.2	Findings A & B
903.2	Findings A & B
903.2.11.7	Finding B
903.3.1.1	Findings A & B
903.3.1.4	Findings A & B
903.3.5.3-903.3.5.7	Findings A & B
907.2.9.1	Findings A & B
913.7	Findings A & B
914.2.1	Findings A & B
914.3.1	Findings A & B
914.3.9-914.3.10	Findings A & B
914.4.1	Findings A & B
914.6.1	Findings A & B
916.8	Findings A & B
1103.2	Findings A & B
1207.6.1-1207.6.1.3	Findings A & B
1207.6.2-1207.6.2.1.2	Findings A & B
2807.6	Findings A & B
2808.11	Findings A & B
3307.1.2	Findings A & B

3307.1.3.1	Findings A & B
3306.5	Finding B
4103.1	Finding A
4103.1.1	Finding A
5001.2.2.2	Finding B
5001.5.1-5001.5.1.1	Finding B
5003.1.3.1	Finding B
5003.1.5	Finding B
5003.1.6	Finding B
5003.2.2.1-5003.2.2.2	Finding B
5003.2.9.1	Finding A & B
5003.3.1	Finding B
5003.5.2-5003.5.3	Finding B
5003.9.8	Finding B
5003.9.11	Finding B
5003.9.12	Finding B
5003.10.4.3	Finding B
5004.2.1	Findings A & B
5004.2.2	Findings A & B
5004.2.2.2	Findings A & B
5004.2.2.5	Findings A & B
5004.2.3	Findings A & B
5005.4.4	Findings A & B
5303.5.3	Finding B
5307.3.2	Finding A & B
5601.1.3	Findings A & B
5704.2.7.5.8-5704.2.7.5.9	Finding B
5707	Finding B
5707.3.3	Finding B
5707.3-5707.4	Finding B
5707.5.5	Finding B
5707.6.4-5707.6.7	Finding B
5809.3.3	Finding B
Chapter 60	Finding B
6004-6004.1.1.3	Finding B
6004.1.2-6004.1.14	Finding B
6004.2-6004.2.2.10.4	Finding B
6004.3-6004.3.3	Finding B
6405.3.1	Finding B
B105.2	Finding A & B
D101.1	Finding A
D103.1	Finding A
D103.2-D103.5	Finding A & B
D104.1-D104.2	Finding A
D105.2	Finding A
D106.1	Findings A & B
D106.2	Findings A & B
D107.1	Findings A & B

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council hereby finds and determines that this Ordinance has been assessed in accordance with the California Environmental Quality Act (Cal. Pub. Res. Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 et seq.) and is categorically exempt from CEQA under CEQA Guidelines, § 15061(b)(3), which exempts from CEQA any project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of the proposed Ordinance would not be an activity with potential to cause significant effect on the environment because the changes made to the California Building Standard Code within are enacted to mitigate the threats posed to public peace, health and safety from earthquakes, high winds and fire, and therefore is exempt from CEQA. Therefore, it can be seen with certainty that there is no possibility that the Ordinance in question may have a significant effect on the environment; accordingly, the Ordinance is categorically exempt from CEQA.

SECTION 3. AMENDMENT OF MILPITAS MUNICIPAL CODE TITLE V, CHAPTER 300

Chapter 300 of Title V of the Milpitas Municipal Code is hereby amended to read as follows:

Chapter 300

FIRE CODE

Sections:

V-300-1 Adoption of the California Fire Code, 2025 Edition

V-300-2 Amendments to the 2025 California Fire Code

V-300-1.01 Adoption of the California Fire Code, 2025 Edition

An Ordinance of the City of Milpitas adopting the 2025 edition of the *California Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City of Milpitas providing for the issuance of permits and collection of fees. That a certain document, except as herein amended, one (1) copy of which is on file in the office of the City Clerk, known as the California Fire Code, including Chapter 1, Chapter 4, and Appendices B, BB, C, CC, D, H and K as published by the International Code Council, based on the International Fire Code, 2024 Edition, is hereby adopted by reference as the Fire Code for the City of Milpitas in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions penalties, conditions and terms of said Fire Code on file in the office of the City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this Ordinance.

V-300-2.01 Amendments to the 2025 California Fire Code

Chapter 1, Scope and Administration, of the California Fire Code, 2025 Edition, is hereby adopted and amended as follows:

V-300-2.02

Section 101.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Milpitas, herein referred to as ‘this Code.’

V-300-2.03

Section 102.3 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

102.3 Changes in use or occupancy. No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this Code and the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for purposes in other groups without conforming to all of the requirements of this Code and the City of Milpitas Building Codes for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

V-300-2.04

Section 102.4 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

102.4 Application of Building Code. The design and construction of new structures shall comply with the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code, and any alterations, additions, changes in use or changes in structures required by this Code, which are within the scope of the City of Milpitas Building Codes, shall be made in accordance therewith.

V-300-2.05

Section 102.5 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

102.5 Application of Residential Code. Where structures are designed and constructed in accordance with the City of Milpitas Building Codes adopted under Title II of the Milpitas Municipal Code, the provisions of this Code shall apply as follows:

1. Construction and design provisions: Provisions of this Code pertaining to the exterior of the structure shall apply, including, but not limited to premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devise are installed, construction permits required by Section 105.7 of this Code shall also apply.
2. Administrative, operational and maintenance provisions: All such provision of this Code shall apply.

V-300-2.06

Section 103.2 of the California Fire Code, 2025 Edition, is deleted in its entirety.

V-300-2.07

Section 104.10 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

104.10 Fire Investigations. The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

The fire code official and authorized members of the fire department shall have the powers of a peace officer pursuant to Penal Code Section 830.37. Other members of the fire department, as designated by the Fire Chief, may issue citations for violations of fire-related laws and ordinances pursuant to Penal Code Section 836.5.

V-300-2.08

Section 105.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

105.1 General. Permits shall be in accordance with Sections 105.1.1 through 105.7.26.

V-300-2.09

Section 105.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

105.2 Application. Applications for a permit required by this Code shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official. Said application shall be accompanied by a fee in the amount set by Section 106.2 of this Code.

V-300-2.10

Section 105.5 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.5.63.

V-300-2.11

Table 105.5.9 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

**TABLE 105.5.9
PERMIT AMOUNTS FOR COMPRESSED GASES¹**

TYPE OF GAS	AMOUNT (cubic feet) ²
	X 0.0283 for m ³
Carbon dioxide used in carbon dioxide enrichment systems	875 (100lb)
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications	875 (100lb)
Corrosive	200
Flammable (except cryogenic and liquefied petroleum gases)	200
Highly toxic	Any amount
Inert and simple asphyxiant	200
Irritant	200
Moderately toxic	20
Other health hazards	200
Oxidizing (including oxygen)	200
Pyrophoric	Any amount
Radioactive	Any amount
Sensitizer	200
Toxic	Any Amount
Unstable (reactive)	Any amount

For SI: 1 cubic foot = 0.02832m³.

¹ Refer to Chapters 27, 30, 32, 35, 37, 40 and 41 for additional requirements and exceptions.

² Cubic feet measured at normal temperature and pressure.

V-300-2.12

Tab of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

**TABLE 105.5.11
PERMIT AMOUNTS FOR CRYOGENIC FLUIDS**

TYPE OF CRYOGENIC FLUID	INSIDE BUILDING (gallons)	OUTSIDE BUILDING (gallons)
Flammable	More than 1	55
Inert	55	55
Oxidizing (includes oxygen)	10	50
Physical or health hazard not indicated above	Any Amount	Any Amount

For SI: 1 gallon = 3.785 L

V-300-2.13

Section 105.5.18, subsections (3.), (10.) and (11.) of the California Fire Code, 2025 Edition, are amended to read as follows:

3. To store, handle or use Class II or Class IIIA liquids in excess of 25 gallons (95L) in a building or in excess of 55 gallons (227 L) outside a building, except for fuel oil used in connection with oil-burning equipment.
10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to engage in on-demand mobile fueling operations in accordance with Section 5707.
11. To utilize a site for the dispensing of liquid fuels from tank vehicle into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments in accordance with Section 5706.5.4 or to utilize a site for on-demand mobile fueling operations in accordance with Section 5707.

V-300-2.14

Table 105.5.22 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

**TABLE 105.5.22
PERMIT AMOUNTS FOR HAZARDOUS MATERIALS**

TYPE OF MATERIAL	AMOUNT
Carcinogens	10 pounds
Class II and IIIA Combustible liquids	
Inside	25 gallons
Outside	55 gallons
Class IIIB Combustible Liquids	55 Gallons
Corrosive materials:	
Gases	See Table 105.5.9
Liquids	55 gallons
Solids	500 pounds
Cryogens	See Table 105.5.11
Explosive materials	Any Amount
Flammable materials:	
Gases	See Table 105.5.9
Liquids	See Section 105.5.18
Solids	10 pounds
Highly toxic materials:	
Gases	Any amount
Liquids	Any amount
Solids	Any amount
Moderately toxic gas	20 cubic feet
Organic peroxides:	
Liquids: Class I-II	Any Amount
Liquids: Class III	1 gallon
Liquids: Class IV	2 gallons
Liquids: Class V	No Permit Required
Solids: Class I-II	Any Amount
Solids: Class III	10 pounds
Solids: Class IV	20 pounds
Solids: Class V	No Permit Required

TYPE OF MATERIAL	AMOUNT
Oxidizing materials: Gases Liquids: Class 4 Liquids: Class 3 Liquids: Class 2 Liquids: Class 1 Solids: Class 4 Solids: Class 3 Solids: Class 2 Solids: Class 1	See Table 105.5.9 Any amount 1 gallon 10 gallons 55 gallons Any amount 10 pounds 100 pounds 500 pounds
Other health hazards: Liquids Solids	55 gallons 500 pounds
Pyrophoric materials: Gases Liquids Solids	Any amount Any amount Any amount
Radioactive materials: Gases Liquids Solids	Any Amount See Section 105.5.61 See Section 105.5.61
Toxic materials: Gases Liquids Solids	Any amount 10 gallons 100 pounds
Unstable (reactive) materials: Liquids Class 4 & 3 Class 2 Class 1 Solids Class 4 & 3 Class 2 Class 1	Any Amount 5 gallons 10 gallons Any Amount 50 pounds 100 pounds
Water-reactive materials: Liquids Class 3 Class 2 Class 1 Solids Class 3 Class 2 Class 1	Any amount 5 gallons 55 gallons Any Amount 50 pounds 500 pounds

For SI: 1 gallon = 3.785 L, 1 pound = 0.454kg.

V-300-2.15

Section 105.5.51 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

105.5.51 Temporary membrane structures, tents and canopies. An operational permit is required to operate an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet (19 m²), or a canopy in excess of 400 square feet (37 m²). Smaller tents or canopies set side by side are considered as one, unless separated from each other by 10 feet on all sides.

Exceptions:

1. Tents used exclusively for recreational camping purposes.

V-300-2.16

Section 105.5.60 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.60 B Occupancy restaurants. An operational permit is required to operate a B Occupancy restaurant.

V-300-2.17

Section 105.5.61 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.61 Day care facility. An operational permit is required to operate a large family day care home facility, a Group E day care facility or a Group I-4 day care facility.

V-300-2.18

Section 105.5.62 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.62 Emergency responders radio coverage system. An operational permit is required to operate an emergency responders radio coverage system in accordance with Section 510.

V-300-2.19

Section 105.5.63 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.63 On-demand mobile fueling operations. An operational permit is required to conduct on-demand mobile fueling operations. An independent permit is required for the site and the vendor/mobile fuel operator.

V-300-2.20

Section 105.5.64 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.64 Private School. An operational permit is required to operate a private school Occupancy Group E or a heritage school (CA Education Code Section 33195.4).

V-300-2.21

Section 105.5.65 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.65 Radioactive materials. To store or handle at any installation more than one microcurie (37,000 becquerel) of radioactive material not contained in a sealed source or more than 1 millicurie (37,000,000 becquerel) of radioactive material in a sealed source or sources, or any amount of radioactive material for which a specific license(s) from the Nuclear Regulatory Commission is required.

V-300-2.22

Section 105.5.66 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.66 Water base fire protection systems. An operational permit is required to conduct inspections, testing and maintenance of a water base fire protection system in conformance with the CA Code of Regulations, Title 19, Division 1, Chapter 5.

V-300-2.23

Section 105.5.67 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.5.67 Woodworking. An operational permit is required to conduct woodworking operations involving mass production or involving more than one of each type of machine, or where machines are used continuously (as opposed to intermittently) or substantial products of sawdust may be a problem.

V-300-2.24

Section 105.6 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

105.6 Required construction permits. The fire code official is authorized to issue construction permits for work as set forth in Sections 105.6.1 through 105.6.25.

V-300-2.25

Section 105.6.4 of the California Fire Code, 2025 Edition, is amended to read as follows:

105.6.4 Cryogenic fluids. A construction permit is required for the installation of or alteration to stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.5.11. Maintenance performed in accordance with this Code is not considered to be an alteration and does not require a construction permit.

V-300-2.26

Section 105.6.26 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

105.6.26 Other building permits. The Building Department shall transmit to the Fire Department a copy of each plan submitted for construction, alteration, or change of use or occupancy for all occupancy classifications for review and approval for conformance to the fire code of the City of Milpitas. The fee for each permit shall be as set by Section 108.2 of this Code.

V-300-2.27

Section 106.1.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

106.1.1 Electronic documents. The fire code official may require electronic base documents for all construction documents, operational permits, and/or modified drawings for the need of Fire Department inspections and/or operations. The fire code official shall designate the software base format for the electronic documents.

V-300-2.28

Section 108.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

108.2 Schedule of permit fees. The fee for each permit shall be as set forth by resolution of the City of Milpitas City Council. The City Council may establish fees sufficient to recover its costs in administering this Code and no permit shall be issued until such fees have been paid. For work not disclosed in the fee schedule set by Council, the fire code official has the right to assess the necessary fees to recover the Fire Department's cost.

Operational Permits. All fees for annual operational fire permits under the provision of Section 105.5 of this Chapter shall be due and payable at the time of commencement of occupancy and said permit shall expire by December 31 of the same year. Fees for the renewal of such permit(s) shall be due and payable upon the expiration of the prior permit. No permit fee hereunder shall be refundable by reason of the cessation of occupancy during the permit period. Every annual permit fee that is not paid within a period of thirty (30) days from the time the same become due is hereby declared to be delinquent, and a penalty of 100% shall be added to say fee.

V-300-2.29

Section 109.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

109.1 Inspection authority. The fire code official is authorized to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the fire code official for the purposes of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, result in an unauthorized discharge of hazardous materials, or any violation of this Code or any other law or standard affecting fire and life safety. The fee for each inspection shall be as set forth by resolution of the City Council. The City may establish fees sufficient to recover its costs in administering this Chapter.

V-300-2.30

Section 109.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

109.5 Documents. Any person or party who prevents or attempts to prevent any fire code official from examining any relevant books or records in the conduct of his or her official duties under this Code shall be in violation of this Code.

V-300-2.31

Section 109.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

109.6 Evidence. Any person or party who prevents or interferes with the preservation of evidence of any violation of any of the provisions of this Code or of the rules and regulations promulgated pursuant to this Code or any other Federal, State, or local law, rule, or regulation shall be in violation of this Code.

V-300-2.32

Section 109.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

109.7 Interference. Any person or party who willfully prevents, interferes with, or attempts to hinder in any way the work of the fire code official in the lawful enforcement of any provision of this Code, or fails to promptly permit entry for the purpose of inspection and examination pursuant to this Code shall be in violation of this Code.

V-300-2.33

Section 112.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

112.1 Appeals. Whenever the Fire Chief or his or her designee disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of this Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the City Council or designee within ten (10) calendar days from the date of the decision appealed. Appeals shall be carried out pursuant to the provisions of Section 5 Appeals to Council of Chapter 20 Standard Procedures of Title I of the Milpitas Municipal Code. An appeal shall stay all proceedings in furtherance of the act or decision appealed unless the Fire Chief or his or her designee whose act is appealed shall certify in writing that a stay would, in his or her opinion, cause peril to life or property. Said certificate shall contain a detailed statement of the facts of which said peril arises and of the reasons for said opinion. The decision of the City Council or designee shall be final.

V-300-2.34

Section 112.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

112.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this Code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equivalent method of protection or safety is proposed.

V-300-2.35

Section 112.3 of the California Fire Code, 2025 Edition, is deleted in its entirety.

112.3 Qualifications. This section is deleted.

V-300-2.36

Section 113.1.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.1 Abatement of fire and life safety hazards by fire code official. If any person fails to comply with the orders of the fire code official, or if the fire code official is unable to locate the owner, operator, occupant or other person responsible within a reasonable time, the fire code official or any authorized representative may take such steps as are necessary to abate the hazard for the protection of the public safety. In no event is notice necessary before abatement, when the hazard is a clear and present danger to the public welfare. All costs related to such abatement shall become a lien or special assessment on the subject property.

V-300-2.37

Section 113.1.2 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.2 Criminal or civil penalty for violation; payment of funds to account. Pursuant to the City's prosecutorial discretion, the City may enforce violations of the provisions of this Code in any manner authorized by this section or by any other law, including but not limited to issuance of criminal citations, referral to the District Attorney, referral to the City Attorney, referral to other appropriate agencies, administrative actions and civil actions.

V-300-2.38

Section 113.1.3 hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.3 Misdemeanors – continuing violations. Any person who violates any of the provisions of this Code, any of the provisions of any written authority of the City Manager or his or her duly authorized agents and representatives or any provision of any permit issued pursuant to this Code shall be guilty of an infraction/misdemeanor. Each and every day, or any part thereof, during which any such violation is committed, continued or allowed shall be a separate offense. Penalties for violations shall be as set forth by resolution of the City Council.

V-300-2.39

Section 113.1.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.4 Prosecution. Every violation of this Code shall be a misdemeanor; provided, however, that where the City Attorney or his or her duly authorized agents has determined that such action would be in the best interest of justice, the City Attorney may specify in the accusatory pleading, citation or amendment thereto that the violation shall be prosecuted as an infraction.

V-300-2.40

Section 113.1.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.5 Penalty for infraction. Each and every violation of this Code, which is deemed an infraction, is punishable by:

- (1) A fine not exceeding one hundred dollars (\$100.00) for the first violation;
- (2) A fine not exceeding two hundred dollars (\$200.00) for the second violation of the same provision within one-year period; or,
- (3) A fine not exceeding five hundred dollars (\$500.00) for each additional violation, after the second, of the same provision of this Chapter within a one-year period of the first violation.

V-300-2.41

Section 113.1.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.6 Penalty for misdemeanor. Each and every violation of this Code, which is deemed a misdemeanor, is punishable by a penalty of not more than one thousand dollars (\$1,000.00) or by imprisonment in the City or County jail for a period not exceeding six (6) months, or, by both penalty and imprisonment.

V-300-2.42

Section 113.1.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.7 Enforcement authority. The following designated employee positions may enforce the provisions of this Code by issuance of citations. Peace officers and persons employed in such positions are authorized to exercise the authority provided in Penal Code Section 836.5 and are authorized to issue citations for violations of this Code. The designated employee positions are: the City Manager or his or her duly authorized agents and representatives.

V-300-2.43

Section 113.1.8 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

113.1.8 Civil penalties. Any person who intentionally, accidentally or negligently violates any provision of this Code, any written authority of the City Manager or his or her duly authorized agents and representatives, or any provision of any permit issued pursuant to this Code may be civilly liable to the City in the sum of not less than one hundred dollars (\$100.00) but not to exceed one thousand dollars (\$1,000.00) per day for each day in which such violation occurs or continues. The City may petition the municipal or superior court to impose, assess, and recover such sums. The civil penalty provided in this Section excludes inspection costs and abatement costs, is cumulative and not exclusive, and shall be in addition to all other remedies available to the City under state and federal law and local ordinances. Funds collected pursuant to this Section shall be paid to the City's Fire Prevention account, which shall be a holding account to be used solely for Fire Code enforcement, fire prevention and hazardous materials training, and for the purchase of equipment as needed for the performance of the fire code official duties.

V-300-2.44

Section 202 of the California Fire Code, 2025 Edition, is amended by adding the following definitions:

CARCINOGEN is a substance that causes the development of cancerous growths in living tissue. A chemical is considered a carcinogen if:

1. It has been evaluated by the International Agency for Research on Cancer and found to be a carcinogen or potential carcinogen,
2. It is listed as a carcinogen or potential carcinogen in the latest edition of the Annual Report on Carcinogens published by the National Toxicology program, or
3. It is regulated by OSHA as a carcinogen.

CORROSIVE LIQUID. Corrosive liquid is:

1. any liquid which, when in contact with living tissue, will cause destruction or irreversible alteration of such tissue by chemical action; or
2. any liquid having a pH of 2 or less or 12.5 or more; or
3. any liquid classified as corrosive by the U.S. Department of Transportation; or
4. any material exhibiting the characteristics of corrosivity in accordance with Title 22, California Code of Regulations §66261.22.

DEVICE is an appliance or piece of equipment that plays an active part in the proper functioning of the regulated systems. Examples include, but are not limited to the following: smoke detectors, heat detectors, flame detectors, manual pull stations, horns, alarms, bells, warning lights, hydrants, risers, FDCs, standpipes, strobes, control panels, transponders, and other such equipment used to detect, transmit, initiate, annunciate, alarm, or respond according to the system design criteria.

LARGE-SCALE FIRE TESTING. Testing a representative energy storage system that induces a significant fire into the device under test and evaluates whether the fire will spread to adjacent energy storage system units, surrounding equipment, or through an adjacent fire-resistance-rated barrier.

MAXIMUM THRESHOLD QUANTITY (MAX TQ). Maximum Threshold Quantity (Max TQ) is the maximum quantity of a moderately toxic or toxic gas, which may be stored in a single vessel before a more stringent category of regulation is applied.

MINIMUM THRESHOLD QUANTITY. Minimum threshold quantity is the aggregate quantity of highly toxic, toxic or moderately toxic gas in a control area which, due to the minimum aggregate quantities, need only comply with the requirements set forth in Section 6004.1.

MODERATELY TOXIC GAS. A chemical or substance that has a median lethal concentration (LC50) in air more than 2000 parts per million but not more than 5000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.

OTHER HEALTH HAZARD MATERIAL is a material which is an irritant, sensitizer, or carcinogen or a material which affects target organs of the body, including but not limited to, those materials which produce liver damage, kidney

damage, damage to the nervous system, act on the blood to decrease hemoglobin function, deprive the body tissue of oxygen or affect reproductive capabilities, including mutations (chromosomal damage) or teratogens (effect on fetuses).

SECONDARY CONTAINMENT. Secondary containment is that level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably necessary to ensure detection and remedy of the primary containment failure.

SENSITIZER is a chemical that causes a substantial proportion of exposed people or animals to develop an allergic reaction in normal tissue after repeated exposure to the chemical.

SPILL CONTROL. That level of containment that is external to and separate from the primary containment and is capable of safely and securely containing the contents of the largest container and prevents the materials from spreading to other parts of the room.

TEMPORARY shall not exceed one year.

WORKSTATION is a defined space or independent principal piece of equipment using hazardous materials with a hazard rating of 3 or 4 in accordance with NFPA 704 where a specific function, laboratory procedure or research activity occurs. Approved or listed hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, electrical devices, and other processing and scientific equipment.

V-300-2.45

Section 316.7 is hereby added to the California Fire Code, 2025 Edition, as follows:

316.7 Roof guardrails at interior courts. Roof openings into interior courts that are bounded on all sides by building walls shall be protected with guardrails. The top of the guardrail shall not be less than 42 inches in height above the adjacent roof surface that can be walked on. Intermediate rails shall be designed and spaced such that a 12-inch diameter sphere cannot pass through.

Exception: Where the roof opening is greater than 600 square feet in area.

V-300-2.46

Section 503 of the California Fire Code, 2025 Edition is adopted and Section 503.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.7, Appendix D of this Code, and or as directed by the fire code official.

V-300-2.47

Section 503.2.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) or as required by Appendix D, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4115 mm).

Exception: When there are not more than two Group R, Division 3 or Group U occupancies less than 3 stories, the access road width may be modified by the fire code official.

V-300-2.48

Section 503.2.4 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be a minimum of 28 feet (8534.4 mm) inside, and a minimum of 48 feet 6 inches (14782.8 mm) outside.

V-300-2.49

Section 503.6 the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200. The minimum width for commercial applications is 20 feet (6096 mm) , and 14 feet (4268 mm) for single-family dwellings.

V-300-2.50

Section 503.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

503.7 Adjacent access. No source of access from lands adjoining a property to be developed shall be considered fire apparatus access roads, unless there is obtained the irrevocable and unobstructed rights and recorded as an ingress/egress access easement with the County of Santa Clara.

V-300-2.51

Section 504.2 of the California Fire Code, 2025 Edition, is hereby adopted.

V-300-2.52

Section 504.3.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

504.3.1 Number of stairways. The fire code official shall determine the required number and location of stairway(s) to the roof.

V-300-2.53

Section 504.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

504.5 Enclosed courts. Buildings with enclosed courts shall be provided with readily accessible access for fire department personnel to bring in a 36 feet long ground ladder into the court. The access height and width shall be large enough to accommodate the ladder and the personnel carrying the ladder.

V-300-2.54

Section 504.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

504.6 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.

V-300-2.55

Section 505.3 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

505.3 Address illumination. All required address numbers shall be provided with illumination.

V-300-2.56

Section 507.5.1.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

507.5.1.1 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.

Exception: The distance shall be permitted to exceed 50 feet (30 m) where approved by the fire code official.

V-300-2.57

Section 507.5.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

507.5.7 Private hydrants. Private hydrants shall have the bottom 6 inches of the hydrant painted, with a weather resistive paint, white in color.

V-300-2.58

Section 508.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

508.1 General. Where required by other sections of this Code and in all R-1 buildings with more than 200 rooms, R-2 buildings with more than 100 dwellings, and buildings classified as high-rise buildings by the California Building Code and Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.7.

V-300-2.59

Section 508.1.6 of the California Fire Code, 2025 Edition, is amended by adding the following:

20. A locking key box, approved by the fire code official, large enough for ten (10) sets of master keys.
21. Ten (10) sets of master keys for the building.
22. A complete set of architectural, electrical, mechanical and plumbing plans for the building.

V-300-2.60

Section 510.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

510.1 Emergency responder communications enhancement systems in new buildings. Approved radio coverage for emergency responders shall be provided within all buildings meeting any one of the following conditions:

1. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);
2. The total building area is 30,000 square feet or more;
3. The total basement area is 5,000 square feet or more;
4. Where required by the fire code official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section 510.4.1

Exceptions:

1. Where approved by the fire code official, a wired communication system in accordance with Section 907.2.12.2 shall be permitted to be installed or maintained in lieu of an approved radio coverage system.
2. Where it is determined by the fire code official that the radio coverage system is not needed.
3. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
4. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Silicon Valley Regional Interoperability Authority (SVRIA) P25 Phase 2 700 MHz Digital Trunked Radio System within the building in accordance with Section 510.4.1 without the use of an indoor radio coverage system.

The radio coverage system shall be installed and maintained in accordance with Sections 510.4 through 510.6.4 of this Code and with the applicable provisions of NFPA 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems.

The coverage shall be based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

V-300-2.61

Section 510.4 of the California Fire Code, 2025 Edition, is amended to read as follows:

510.4 Technical requirements. Systems, components, and equipment required to provide emergency responder radio coverage systems shall comply with the current Emergency Responders Radio Coverage Systems Standard Details and Specifications enforced by the Milpitas Fire Department.

V-300-2.62

Section 510.5 of the California Fire Code, 2025 Edition, is amended to read as follows:

510.5 Installation requirements. The installation of the emergency responder radio coverage system shall be in accordance with NFPA 1221 and the current Emergency Responder Radio Coverage Systems Standard Details and Specification enforced by the Milpitas Fire Department.

V-300-2.63

Section 510.5.3 first paragraph of the California Fire Code, 2025 Edition, is amended to read as follows:

510.5.3 Acceptance test procedure and system certification. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. Final system acceptance will require ERRCS power level and DAQ testing with agency FCC license holder, systems administrators, or designee. The test procedure shall be conducted in accordance with NFPA 1221 and the current Emergency Responder Radio Coverage System Standard Details and Specification enforced by the Milpitas Fire Department.

V-300-2.64

Section 604.1.1 hereby added to the California Fire Code, 2025 Edition, to read as follows:

604.1.1 New elevators. All new passenger service elevators shall meet the medical service elevator requirements in the California Building Code, 2025 Edition, Chapter 30.

V-300-2.65

Section 608.9 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

608.9 Refrigerant detection. Machinery rooms, cold storage rooms, and refrigerator boxes having the circuit capacity of section 608.7 shall be provided with a refrigerant detector with an audible and visible alarm. Where ammonia is used as the refrigerant, detection shall comply with IIAR 2. For refrigerants other than ammonia, refrigerant detection shall comply with Section 608.9.1.

V-300-2.66

Section 901.6.3 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

901.6.3 Records. Records of all system inspections, tests, and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years and shall be electronically submitted to the fire code official by the company that performed the inspection, testing or maintenance in a manner prescribed by the fire code official.

V-300-2.67

Section 903.1.2 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.1.2 Fire Walls and Fire Barriers. Fire walls and fire barriers shall not be considered to create separate buildings for the purpose of automatic fire sprinkler requirements as set forth in Chapter 9 of this Code.

Exception: Buildings separated by continuous fire wall of 4-hour fire resistive construction without openings or penetrations. Buildings required to have automatic fire sprinkler protection as set forth in Section 13113 of Health and Safety Code are prohibited from using fire walls in lieu of automatic fire sprinkler protection.

V-300-2.68

Section 903.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

903.2 Where Required. Approved automatic fire sprinkler in new and existing buildings and structures shall be provided in the locations described in this Section or per the requirements set forth in Sections 903.2.1 through 903.2.20, whichever is the more restrictive:

1. In other than residential buildings which require the installation of fire sprinkler for all new buildings according to the California Residential Code, an automatic fire sprinkler shall be provided throughout all new buildings and structures greater than 1,000 square feet of building area.

Exception: Group S-2 or U occupancies used exclusively for vehicle parking and which meet all of the following:

- a. Noncombustible construction.
 - b. Maximum building area not to exceed 5,000 square feet. Structures with less than 10' horizontal separation are considered as one.
 - c. Structure is open on three (3) or more side.
 - d. Minimum of 10 feet separation from existing buildings unless area is separated by fire walls complying with California Building Code.
2. An automatic fire sprinkler shall be provided throughout existing Group A, B, E, F, L, M, S and U buildings and structures, when additions are made that increase the building area to more than 3,600 square feet or that create conditions described in Sections 903.2.1 through 903.2.21.
 3. An automatic fire sprinkler shall be provided throughout existing Group R occupancies when additions are made that increase the building area to more than 3,600 square feet, or when the Building Department determines that the home needs to comply with the current CA Building Codes due to extensive remodel/renovation.
 4. Any change in the character of occupancy or in use of any building with a building area equal to or greater than 3,600 square feet which, in the opinion of the fire code official or building official, would place the building into a more hazardous division of the same occupancy group or into a different group of occupancies and constitutes a greater degree of life safety¹ or increased fire risk², shall require the installation of an approved fire automatic fire sprinkler system.

1. Life Safety – Increased occupant load, public assembly areas, public meeting areas, churches, indoor amusement attractions, buildings with complex exiting systems due to increased occupant loads, large schools/day-care facilities, large residential care facilities with non-ambulatory

2. Fire Risks – High-piled combustible storage, woodworking operations, hazardous operations using hazardous materials, increased fuel loads (storage of moderate to highly combustible materials), increased sources of ignition (welding, automotive repair with the use of flammable liquids and open flames).

V-300-2.69

Section 903.2.11.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.2.11.7 Chemical Fume Hood Fire Protection.

NFPA 45, section 7.10.1 approved automatic fire extinguishing systems shall be provided in chemical fume hoods in the following cases:

3. Existing hoods having interiors with a flame spread index greater than 25 in which flammable liquids are handled
4. If a hazard assessment determines that an automatic extinguishing system is required for the chemical fume hood, then the applicable automatic fire protection system standard shall be followed.

V-300-2.70

Section 903.3.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this Code require that a building or portion thereof be equipped throughout with an automatic sprinkler system in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 as amended in Chapter 80 except as provided in Section 903.3.1.1.1 and 903.3.1.1.3.

For a new building having no designated use or tenant, the minimum sprinkler design density shall be Ordinary Hazard Group 2. Where future use or tenant is determined to require a higher density, the sprinkler system shall be augmented to meet the higher density.

V-300-2.71

Section 903.3.1.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.1.4 One sprinkler design. One sprinkler head design shall not be permitted.

V-300-2.72

Section 903.3.5.3 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.5.3. 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. The fire sprinkler system riser location shall be approved by the fire code official.

V-300-2.73

Section 903.3.5.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.5.4 Number of water supplies. For buildings and or structures over 200,000 square feet, the fire code official may require more than one source of water supply.

V-300-2.74

Section 903.3.5.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.5.5 Automatic fire sprinkler riser system. The automatic fire sprinkler riser system shall be a manifold type system and shall meet the design requirements of the NFPA 13 Standards.

V-300-2.75

Section 903.3.5.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.5.6 Water supply safety margin. Hydraulic design for the automatic fire sprinkler system shall provide a minimum 10% safety margin.

V-300-2.76

Section 903.3.5.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

903.3.5.7 Automatic fire sprinkler pipe velocity. The automatic fire sprinkler system shall be designed to a maximum 20 feet per second water flow.

Exception: The fire code official may grant higher water velocity for existing buildings when supported by mechanical engineering design done by a California registered engineer.

V-300-2.77

Section 907.2.9.1 of the California Fire Code, 2025 Edition, is amended to delete the following:

907.2.9.1 Manual fire alarm system. Exception 3. is deleted.

V-300-2.78

Section 913.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

913.7 Fire Pump standby power. Power supply from local utility provider is not considered a reliable source of power. Standby power is required for electrical or natural gas fire pumps.

V-300-2.79

Section 914.2.1 of the California Fire Code, 2025 Edition, is amended to delete the exception:

914.2.1 Automatic fire sprinkler system exception is deleted.

V-300-2.80

Section 914.3.1 of the California Fire Code, 2025 Edition, is amended to delete the exception:

914.3.1 Automatic fire sprinkler system exception is deleted.

V-300-2.81

Section 914.3.9 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

914.3.9 Anchor devices. Anchor repelling devices meeting the Fire department requirements shall be placed on the roof for Fire department use.

V-300-2.82

Section 914.3.10 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

914.3.10 Helicopter pad. High-rise buildings greater than 150' in height (above the lowest level of Fire department access) may be required to provide a helicopter pad, which meets the requirements of the Fire department.

V-300-2.83

Section 914.4.1 of the California Fire Code, 2025 Edition, is amended to delete the exceptions:

914.4.1 Automatic sprinkler systems exceptions 1 and 2 are deleted.

V-300-2.84

Section 914.6.1 of the California Fire Code, 2025 Edition, is amended to delete the exceptions:

914.6.1 Automatic Sprinkler Systems exceptions 1 and 2 are deleted.

V-300-2.85

Section 916.8 of the California Fire Code, 2025 Edition, is amended to read as follows:

916.8 System activation. A gas detection alarm shall be initiated where any sensor detects a concentration of gas exceeding the following thresholds:

1. For flammable gases, a gas concentration exceeding 25 percent of the lower flammability limit (LFL).
2. For nonflammable gases, a gas concentration exceeding one-half of the 1DLH, unless a different threshold is specified by the section of this code requiring a gas detection system.

Upon activation of a gas detection alarm, alarm signals or other required responses shall be as specified by the section of this code requiring a gas detection system. Audible and visible alarm signals associated with a gas detection alarm shall be distinct from fire alarm and carbon monoxide alarm signals.

The audible alarm signals shall be in accordance with 907.5.2.1.1 and 907.5.2.1.2. The visual alarm notification appliances shall be in accordance with 907.5.2.3.

V-300-2.86

Section 1103.2 of the California Fire Code, 2025 Edition, is hereby adopted.

V-300-2.87

Section 1207.6.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

1207.6.1 Exhaust ventilation. Where required by Table 1207.6 or elsewhere in this code, exhaust ventilation of rooms, areas and walk-in units containing electrochemical ESS shall be provided in accordance with the California Mechanical Code, Sections 1207.6.1.1 or 1207.6.1.2, and 1207.6.1.3.

1207.6.1.1 Ventilation based on LFL. The exhaust ventilation system shall be designed to limit the maximum concentration of flammable gas to 25 percent of the lower flammable limit (LFL) of the total volume of the room, area, or walk-in unit during the worst-case event of simultaneous charging of batteries at the maximum charge rate, in accordance with nationally recognized standards.

1207.6.1.2 Ventilation based on exhaust rate. Continuous ventilation shall be provided at a rate of not less than 1 cubic foot per minute (cfm) per square foot [$0.00508 \text{ m}^3 / (\text{s} \cdot \text{m}^2)$] of the floor area, but not less than 150 cfm (4 m^3/min). The exhaust system shall be designed to provide air movement across all parts of the floor for gases having a vapor density greater than air and across all parts of the vault ceiling for gases having a vapor density less than air.

1207.6.1.3 Exhaust ventilation failure. Failure of exhaust ventilation system shall automatically disengage the charging system.

V-300-2.88

Section 1207.6.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

1207.6.2 Spill control and neutralization. Where required by Table 1207.6 or elsewhere in this code, areas containing free-flowing liquid electrolyte or hazardous materials, shall be provided with spill control and neutralization in accordance with this section.

1. **1207.6.2.1 Spill Control.** Spill control shall be provided to prevent the flow of liquid electrolyte or hazardous materials to adjoining rooms or areas. The method shall be capable of containing a spill for the single largest battery or vessel.

1207.6.2.1.1 Spill control design. The spill control shall be designed and constructed in accordance with 5004.2.1.

1207.6.2.1.2 Spill control monitoring. Spill control systems shall be monitored in accordance with 5004.2.2.5.

V-300-2.89

Section 2807.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

2807.6 Fire protection water supply system. An approved fire protection water supply and hydrant system suitable for the fire hazard involved shall be provided for open storage yards and processing areas. Hydrant systems shall be installed in accordance with NFPA 24 adopted by this Code.

V-300-2.90

Section 2808.11 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

2808.11 Fire protection water supply system. An approved fire protection water supply and hydrant system suitable for the fire hazard involved shall be provided for open storage yards and processing areas. Hydrant systems shall be installed in accordance with NFPA 24 adopted by this Code.

V-300-2.91

Section 3307.1.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

3307.1.2 Stairways required. Each level above the first story in new multi-story buildings that requires two (2) exit stairways shall be provided with at least two (2) usable exit stairways after the floor decking is installed. The stairways shall be continuous and discharge to grade level. Stairways serving more than two (2) floor levels shall be enclosed (with openings adequately protected) after the exterior walls/windows are in place. Exit stairs in new and in existing, occupied buildings shall be lighted and maintained clear of debris and construction materials at all times.

Exception: For new multi-story buildings, one of the required exit stairs may be obstructed on not more than two (2) contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

V-300-2.92

Section 3307.1.3.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

3307.1.3.1 Required means of egress. All new buildings under construction shall have at least one unobstructed means of egress. All means of egress shall be identified in the prefire plan per Section 3308.2.

V-300-2.93

Section 3306.5 of the California Fire Code, 2025 Edition, is amended to read as follows:

3306.5 Completion before occupancy. In buildings where an automatic sprinkler system is required by this code or the California Building Code, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved, except as provided in Section 105.3.4.

In new buildings of combustible construction where, automatic fire sprinkler systems are required to be installed, the system shall be placed in service as soon as possible. Immediately upon the completion of sprinkler pipe installation on each complete wood framed floor level, the piping shall be hydrostatically tested and inspected. After inspection approval from the Fire department, each floor level of sprinkler piping shall be connected to the system supply riser and placed into service with all sprinkler heads uncovered. Protective caps may be installed on the active sprinklers during the installation of drywall, texturing and painting, but shall be removed immediately after this work is completed. For system activation notification, an exterior audible waterflow alarm shall bell can be installed and connected to the sprinkler waterflow device prior to installation of the monitoring system. For the purpose of this requirement, complete wood frame means the installation of a sub-floor, roof sheeting or any other horizontal material that covers the top of the subject floor level.

For buildings equipped with fire sprinkler systems that are undergoing alterations, the sprinkler system(s) shall remain in service at all times except when system modifications are necessary. Fire sprinkler systems undergoing modifications shall be returned to service at the end of each workday unless otherwise approved by the fire department. The General contractor or his/her designee shall check the sprinkler control valve(s) at the end of each workday to confirm that the system has been restored to service.

V-300-2.94

Section 4103.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

4103.1 Portable unvented heaters. Portable unvented fuel-fired heating equipment shall be prohibited in occupancies in Groups A, B, E, I, R-1, R-2, R2.1, R2.2, R-3, R3.1 and R-4 and ambulatory care facilities.

Exceptions:

1. Portable unvented fuel-fired heaters listed in accordance with UL 647 are permitted to be used in one and two-family dwellings, where operated and maintained in accordance with the manufacturer's instructions.
2. Portable outdoor gas-fired heating appliances in accordance with Section 605.5.2.

V-300-2.95

Section 4103.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

4103.1.2.1.1 Prohibited locations. The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations:

1. Inside of any occupancy where connected to the fuel gas container.
2. Inside of tents, canopies and membrane structures.
3. On exterior balconies, and rooftops.

V-300-2.96

Section 5001.2.2.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

5001.2.2.2 Health hazards. The material categories listed in this section are classified as health hazards. A material with a primary classification as a health hazard can also pose a physical hazard.

1. Highly toxic and toxic materials.
2. Corrosive materials.
3. Moderately toxic gas.
4. Other health hazards.

V-300-2.97

Section 5001.5.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

5001.5.1 Hazardous materials management plan (HMMP). Where required by the fire code official, an application for a hazardous materials permit in accordance with Section 105.6 of this code shall include a Hazardous Materials Management Plan (HMMP).

The HMMP shall include the following:

- a. Information consistent with that outlined in Sections H1, H2 and H3 of Appendix H of this code.
- b. A facility site plan designating the following:
 1. Access to each storage and use area.
 2. Location of emergency equipment.
 3. Location where liaison will meet emergency responders.
 4. Facility evacuation meeting point locations.
 5. The general purpose of other areas within the building.

6. Location of all above-ground and underground tanks and their appurtenances including, but not limited to, sumps, vaults, below-grade treatment systems and piping.
7. The hazard classes in each area.
8. Locations of all control areas and Group H occupancies.
9. Emergency exits.

The HMMP shall be readily available onsite.

[For SFM] The HMMP shall comply with Health and Safety Code, Chapter 6.95, Sections 25500 through 25545, and Title 19, Division 2, Chapter 4.

V-300-2.98

Section 5001.5.1.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5001.5.1.1 Submittal frequency. Facilities required to maintain a hazardous materials permit shall submit an updated or recertified HMMP within 12 months of the previous submittal, or within 30 days of a change, whichever occurs first.

Exceptions: The following facilities may submit an updated HMMP within 36 months of the previous submittal if no reportable changes have occurred:

1. Cell tower sites with no hazardous materials related permits other than a permit for a battery system.
2. Facilities with no hazardous materials related permits other than a permit for carbon dioxide used in an insulated liquid carbon dioxide beverage dispensing system.
3. Facilities with no other hazardous materials related permits other than a permit for a fixed medical gas system.

V-300-2.99

Section 5003.1.3.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.1.3.1 Highly toxic, toxic, moderately toxic gases and similarly used or handled materials. The storage, use and handling of highly toxic, toxic and moderately toxic gases in amounts exceeding Table 6004.1 shall be in accordance with this Chapter and Chapter 60. Any highly toxic, toxic or moderately toxic material that is used or handled as a gas or vapor shall be in accordance with the requirements for highly toxic, toxic or moderately toxic gases.

V-300-2.4100

Section 5003.1.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.1.5 Other health hazards. The storage, use and handling of materials classified as other health hazards in amounts exceeding 200 cubic feet for gases, 55 gallons for liquids and 500 pounds for solids shall be in accordance with Section 5003.

V-300-2.101

Section 5003.1.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.1.6 Additional spill control and secondary containment requirements. In addition to the requirements set forth in Section 5004.2, an approved spill control and containment system is required for any quantity of hazardous materials that are liquids or solids at normal temperature and pressure (NTP), where a spill is determined to be a plausible event and where such an event would endanger people, property or the environment. The approved containment system may be required to include a combination of spill control and secondary containment meeting the design and construction requirements set forth in Section 5004.2.

V-300-2.102

Section 5003.2.2.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

5003.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress, and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 and Santa Clara County Fire Chiefs Marking Requirements and Guidelines for Hazardous Materials and the Hazardous Waste to indicate the material conveyed.
3. Manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing, and provided with ready access at the following locations:
 - 3.1.1. The point of use.
 - 3.1.2. The tank, cylinder or bulk source.
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall have access clearly visible and indicated by means of a sign.
5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:
 - Health hazard Class 3 or 4
 - Flammability Class 4
 - Reactivity Class 4

in accordance with NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig) (103 Kpa), an approved means of leak detection, emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

Exceptions:

1. Piping for inlet connections designed to prevent backflow.
 2. Piping for pressure relief devices.
7. Secondary containment or equivalent protection from spills or leaks shall be provided for piping for liquid hazardous materials and for highly toxic and toxic corrosive gases above threshold quantities listed in Table 6004.1. Secondary containment includes, but is not limited to double walled piping.

Exceptions:

1. Secondary containment is not required for toxic corrosive gases if the piping is constructed of inert materials.
2. Piping under sub-atmospheric conditions if the piping is equipped with an alarm and fail-safe-to-close valve activated by a loss of vacuum.

V-300-2.103

Section 5003.2.2.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

5003.2.2.2 Additional regulation for supply piping for health hazard materials. Supply piping and tubing for gases and liquids having a health hazard ranking of 3 or 4 in accordance with NFPA 704 shall be in accordance with ASME B31.3 and the following:

1. Piping and tubing utilized for the transmission of highly toxic, toxic or highly volatile corrosive liquids and gases shall have welded or brazed connections throughout except for connections within an exhausted enclosure if the material is a gas, or an approved method of drainage or containment is provided for connections if the material is a liquid.
2. Piping and tubing shall not be located within corridors, within any portion of a means of egress required to be enclosed in fire-resistance-rated construction or in concealed spaces in areas not classified as Group H Occupancies.
3. All primary piping for highly toxic, toxic and moderately toxic gases shall pass a helium leak test of 1×10^{-9} cubic centimeters/second where practical, or shall pass testing in accordance with an approved, nationally recognized standard. Tests shall be conducted by a qualified "third party" not involved with the construction of the piping and control systems.

Exception: Piping and tubing within the space defined by the walls of corridors and the floor or roof above or in concealed space above other occupancies when installed in accordance with Section 415.11.7.4 of the California Building Code as required for Group H, Division 5 Occupancies.

V-300-2.104

Section 5003.2.9.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

5003.2.9.1 Equipment, devices and systems requiring testing. The following equipment, systems and devices shall be tested in accordance with Sections 5003.2.9 and 5003.2.9.2.

1. Gas detection systems, alarms and automatic emergency shutoff valves required by Section 6004.2.2.10 for highly toxic, toxic and moderately toxic gases.
2. Limited control systems from liquid level, temperature and pressure required by Section 5003.2.7, 5003.4.8 and 5005.1.4.
3. Emergency alarm systems and supervision required by Section 5004.9 and 5005.4.4.
4. Monitoring and supervisory systems required by Section 5004.10 and 5005.1.6.
5. Manually activated shutdown controls required by Section 6403.1.1.1 for compressed gas systems conveying pyrophoric gases.
6. Leak detection sensors required by sections 5003.1.6 (MMC V-300-2.101) and 5004.2.2.5.

V-300-2.105

Section 5003.3.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

5003.3.1 Unauthorized discharges. In the event hazardous materials are released in quantities reportable under state, federal or local regulations or when there is a release or a threatened release that presents a threat to health, property or the environment, the fire code official shall be notified immediately in an approved manner and the following procedures required in accordance with Sections 5003.3.1.1 through 5003.3.1.4.

V-300-2.106

Section 5003.5.2 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.5.2 Ventilation ducting. Ducts for venting hazardous materials operations shall be labeled with the hazard class of the material being vented and the direction of flow.

V-300-2.107

Section 5003.5.3 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.5.3 "H" Occupancies. In "H" occupancies, all piping and tubing may be required to be identified when there is any possibility of confusion with hazardous materials transport tubing or piping. Flow direction indicators are required.

V-300-2.108

Section 5003.9.8 of the California Fire Code, 2022 Edition, is amended to read as follows:

5003.9.8 Separation of incompatible materials. Incompatible materials in storage and storage of materials that are incompatible with materials in use shall be separated. When the stored materials are in containers having a capacity of more than 5 pounds (2 kg), 0.5 gallon (2 L), or any amount of compressed gases, separation shall be accomplished by:

1. Segregating incompatible materials in storage by a distance of not less than 20 feet (6096 mm) and in an independent containment system.
2. Isolating incompatible materials in storage by a noncombustible partition extending not less than 18 inches (457 mm) above and to the sides of the stored material.
3. Storing liquid and solid materials in hazardous material storage cabinets.
4. Storing compressed gases in gas cabinets or exhausted enclosures in accordance with Sections 5003.8.5 and 5003.8.6. Materials that are incompatible shall not be stored within the same cabinet or exhausted enclosure.

V-300-2.109

Section 5003.9.11 is hereby added to the California Fire Code, 2025 Edition to read as follows:

5003.9.11 Fire extinguishing systems for workstations dispensing, handling or using hazardous materials. Combustible and non-combustible workstations, which dispense, handle or use hazardous materials, shall be protected by an approved automatic fire extinguishing system in accordance with Section 2703.10.

Exception: Internal fire protection is not required for Biological Safety Cabinets that carry NSF/ANSI certification where quantities of flammable liquids in use or storage within the cabinet do not exceed 500 ml.

V-300-2.110

Section 5003.9.12 hereby added to the California Fire Code, 2025 Edition, to read as follows:

5003.9.12 Immersion heaters. All electrical immersion heaters used in dip tanks, sinks, vats and similar operations shall be provided with approved over-temperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.

V-300-2.111

Section 5003.10.4.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

5003.10.4.3 Highly toxic, toxic and moderately toxic, gases shall be limited to a container of a maximum water capacity of 1 lb.

V-300-2.112

Section 5004.2.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

5004.2.1 Spill control for hazardous material liquids. Rooms, buildings or areas used for storage of hazardous material liquids, shall be provided with spill control to prevent the flow of liquids to adjoining areas. Floors in indoor locations and similar surfaces in outdoor locations shall be constructed to contain a spill from the largest single vessel by one of the following methods:

1. Liquid-tight sloped or recessed floors in indoor locations or similar areas in outdoor locations.
2. Liquid-tight floors in indoor and/ or outdoor locations or similar areas provided with liquid-tight raised or recessed sills or dikes.
3. Sumps and collection systems, including containment pallets in accordance with Section 5004.2.3.
4. Other approved engineered systems.

Except for surfacing, the floors, sills, dikes, sumps and collection systems shall be constructed of noncombustible material, and the liquid-tight seal shall be compatible with the material stored. When liquid-tight sills or dikes are provided, they are not required at perimeter openings having an open-grate trench across the opening that connects to an approved collection system.

V-300-2.113

Section 5004.2.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

5004.2.2 Secondary containment for hazardous material liquids and solids. Buildings, rooms or areas used for the storage of hazardous materials liquids or solids shall be provided with secondary containment in accordance with this section.

V-300-2.114

Table 5004.2.2 of the California Fire Code, 2025 Edition is hereby deleted.

V-300-2.115

Section 5004.2.2.2 is hereby amended to the California Fire Code, 2025 Edition, to read as follows:

5004.2.2.2 Incompatible materials. Incompatible materials shall be separated from each other in independent secondary containment systems.

V-300-2.116

Section 5004.2.2.5 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

5004.2.2.5 Monitoring. An approved monitoring method shall be provided to detect hazardous materials in the spill control and secondary containment systems and to verify that the provisions of this Code for the storage and handling of hazardous materials are addressed. Monitoring shall be recorded at least once per week. The monitoring method is allowed to be visual inspection of the primary or secondary containment, or other approved means. Where secondary containment is subject to the instruction of water, a monitoring method for detecting water shall be provided. Where monitoring devices are provide, they shall be connected to approved visual or audible alarms.

V-300-2.117

Section 5004.2.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

5004.2.3 Containment pallets. Combustible containment pallets shall not be used inside buildings to comply with Section 5004.2 where the individual container capacity exceeds 55 gallons (208 L) or an aggregate capacity of multiple containers exceeds 1,000 gallons (3785 L) for liquids or where the individual container capacity exceeds 550 pounds (250 kg) or an aggregate of multiple containers exceeds 10,000 pounds (4540 kg) for solids.

Where used as an alternative to spill control and secondary containment for outdoor storage in accordance, with the exception in Section 5004.2, containment pallets shall comply with all of the following:

1. A liquid-tight sump accessible for visual inspection shall be provided;
2. The sump shall be designed to contain not less than 66 gallons (250L);
3. Exposed surfaces shall be compatible with material stored;
4. Containment pallets shall be protected to prevent collection of rainwater within the sump of the containment pallet.

V-300-2.118

Section 5005.4.4 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

5005.4.4 Dispensing, use and handling. When hazardous materials having a hazard ranking of 3 or 4 in accordance with NFPA 704, or toxic or moderately toxic gases exceeding 405 cu. ft. and any amount of highly toxic compressed gases are transported through corridors or exit enclosures, there shall be an emergency telephone system, a local manual alarm station or an approved alarm-initiating device at not more than 150-foot (45,720 mm) intervals and at each exit and exit-access doorway throughout the transport route. The signal shall be relayed to an approved central, proprietary or remote station service or constantly attended on-site location and shall also initiate a local audible alarm.

V-300-2.119

Section 5303.5.3, method 1. of the California Fire Code, 2025 Edition, is amended to read as follows:

1. Securing containers, cylinders and tanks to a fixed object with one or more noncombustible restraints.

V-300-2.120

Section 5307.3.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

5307.3.2 Gas detection system. Where ventilation is not provided in accordance with Section 5307.3.1, a gas detection system complying with Section 916 shall be provided in rooms or indoor areas and in below-grade outdoor locations with insulated carbon dioxide systems, and where the carbon dioxide tubing connects to the beverage dispensing system. Carbon dioxide sensors shall be provided within 12 inches (305 mm) of the floor in an area where the gas is expected to accumulate or other approved locations. The system shall be designed as follows:

1. Activates an audible and visible supervisory alarm at a normally attended location upon detection of a carbon dioxide concentration of 5,000 ppm (9000 mg/m³).

2. Activates an audible and visible alarm within the room or immediate area where the system is installed upon detection of carbon dioxide concentration of 30,000 ppm (54000 mg/m³).

V-300-2.121

Section 5601.1.3 of the California Fire Code 2025 Edition, is amended to read in its entirety as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks, including those fireworks classified as Safe and Sane by the California State Fire Marshal, are prohibited.

Exception: The use of fireworks for fireworks displays as allowed in Section 5608.

V-300-2.122

Section 5704.2.7.5.8 of the California Fire Code, 2025 Edition, is amended to read as follows:

5704.2.7.5.8 Overfill prevention. An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfill of all Class I, II and IIIA liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Sections 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350.

Exception: Outside aboveground tanks with a capacity of 1320 gallons (5000 L) or less need only comply with Section 5704.2.9.7.5, item 1, sub-item (1.1)

An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

V-300-2.123

Section 5704.2.7.5.9 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5704.2.7.5.9 Automatic filling of tanks. Systems that automatically fill flammable or combustible liquid tanks shall be equipped with overfill protection, approved by the fire code official that sends an alarm signal to a constantly attended location and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested on an annual basis and records of such testing shall be maintained on-site for a period of five (5) years.

V-300-2.124

Section 5707 of the California Fire Code, 2025 Edition, is hereby adopted and amended as follows:

V-300-2.125

Section 5707.3.3 of the California Fire Code, 2025 Edition, is amended as follows:

5707.3.3 Site plan.

A site plan shall be developed for each location or area at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate the following:

1. All buildings and structures.
2. Lot lines or property lines.
3. Electric car chargers.
4. Solar photovoltaic parking lot canopies.
5. Appurtenances on-site and their use or function.
6. All uses adjacent to the lot lines of the site.
7. Fueling locations.
8. Locations of all storm drain openings and adjacent waterways or wetlands.
9. Information regarding slope, natural drainage, curbing and impounding.
10. How a spill will be kept on the site property.
11. Scale of the site plan.

V-300-12.126

Section 5707.4 of the California Fire Code, 2025 Edition, is amended to read as follows:

5707.4 Mobile fueling areas. Mobile fueling shall not occur on public streets, public ways, any residential street, or inside buildings. Fueling on the roof level of parking structures or other buildings is prohibited.

V-300-2.127

Sections 5707.6.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

5707.6.7 Bonding. A means for bonding the mobile fueling vehicle to the motor vehicle shall be provided. Such bonding means shall be employed during fueling operations.

V-300-2.128

Section 5809.3.4 is hereby amended to the California Fire Code, 2025 Edition, to read as follows:

5809.3.3 Site plan. For other than emergency roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate:

1. All buildings and structures.
2. Lot lines and property lines.
3. Solar photovoltaic parking lot canopies.
4. Appurtenances on site and their use and function.
5. All uses adjacent to the lot lines of the site.
6. Hydrogen fueling locations.
7. The scale of the site plan.

V-300-2.129

Chapter 60 of the California Fire Code, 2025 Edition, is amended to read as follows:

HIGHLY TOXIC, TOXIC AND MODERATELY TOXIC GASES

6001.1 Scope. The storage and use of highly toxic, toxic and moderately toxic materials shall comply with this chapter. Compressed gases shall also comply with Chapter 53.

Exceptions:

1. Display and storage in Group M and storage in Group S occupancies complying with Section 5003.11.
2. Conditions involving pesticides or agricultural products as follows:
 - 2.1 Application and release of pesticide, agricultural products and materials intended for use in weed abatement, erosion control, soil amendment or similar applications when applied in accordance with the manufacturer's instruction and label directions.
 - 2.2 Transportation of pesticides in compliance with the Federal Hazardous Materials Transportation Act and regulations thereunder.
 - 2.3 Storage in dwellings or private garages of pesticides registered by the US Environmental Protection Agency to be utilized in and around the home, garden, pool, spa and patio.

V-300-2.130

Section 6004.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1 General. Materials stored or used as a gas whether or not the material meets the definition of a compressed gas, and meets the definition of a highly toxic, toxic and moderately toxic gas shall comply with Section 6004.

The minimum threshold quantity for highly toxic, toxic and moderately toxic gases, vapors and mists for indoor and exterior storage and use are set forth in Table 6004.1.

Table 6004.1	
Minimum Threshold Quantities for Highly Toxic, Toxic and Moderately Toxic Gases	
Highly Toxic	20
Toxic	405 cubic feet
Moderately Toxic	405 cubic feet

V-300-2.131

Section 6004.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.1 Special limitations for indoor storage and use by occupancy. The indoor storage and use of highly toxic, toxic and moderately toxic gases in certain occupancies shall be subject to the limitations contained in Sections 6004.1.1.1 through 6004.1.1.3.

V-300-2.132

Section 6004.1.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.1.1 Group A, E, I or U occupancies. Highly toxic, toxic and moderately toxic gases shall not be stored or used within Group A, E, I or U occupancies.

Exception: Cylinders not exceeding 20 cubic feet (0.556m³) at normal temperature and pressure (NTP) are allowed within gas cabinets or fume hoods.

V-300-2.133

Section 6004.1.1.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.1.2 Group R occupancies. Highly toxic, toxic and moderately toxic gases shall not be stored or used in Group R occupancies.

V-300-2.134

Section 6004.1.1.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.1.3 Offices, retail sales and classrooms. Highly toxic, toxic and moderately toxic gases shall not be stored or used in offices, retail sales or classroom portions of Group B, F, M or S occupancies.

Exception: In classrooms of Group B occupancies, cylinders with a capacity not exceeding 20 cubic feet (0.566 m³) at NTP are allowed in gas cabinets or fume hoods.

V-300-2.135

Section 6004.1.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.2 Gas cabinets. Gas cabinets containing highly toxic, toxic and moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

1. The average ventilation velocity at the face of gas cabinet access ports or windows shall not be less than 200 cubic feet per minute (1.02 m/s) with a minimum of 150 feet per minute (0.76 m/s) at any point of the access port or window.
2. Gas cabinets shall be connected to an exhaust system.
3. Gas cabinets shall not be used as the sole means of exhaust for any room or area.
4. The maximum number of cylinders located in a single gas cabinet shall not exceed three, except that cabinets containing cylinders not exceeding 1 pound (0.454 kg) net contents are allowed to contain up to 100 cylinders.

5. Gas cabinets required by Section 6004.2 or 6004.3 shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Alternative fire-extinguishing systems shall not be used.

V-300-2.136

Section 6004.1.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.1.3 Exhausted enclosures. Exhausted enclosures containing highly toxic, toxic or moderately toxic gases shall comply with Section 5003.8.6 and the following requirements:

1. The average ventilation velocity at the face of the enclosure shall not be less than 200 feet per minute (1.02 m/s) with a minimum of 150 feet per minute (0.76 m/s).
2. Exhausted enclosures shall be connected to an exhaust system.
3. Exhausted enclosures shall not be used as the sole means of exhaust for any room or area.

Exhausted enclosures required by Section 6004.2 or 6004.3 shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Alternative fire-extinguishing system shall not be used.

V-300-2.137

Section 6004.1.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.4 Automatic shut-off valve. If gas monitoring is not provided, an automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of toxic and moderately toxic gases upon failure of the required gas cabinet or exhausted enclosure ventilation.

An automatic shut-off valve, which is of a fail-safe to close design, shall be provided to shut off the supply of highly toxic gases for any of the following:

1. Activation of a manual fire alarm system.
2. Activation of the gas detection system.
3. Failure of emergency power.
4. Failure of primary containment.
5. Seismic activity.
6. Failure of required ventilation.
7. Manual activation at an approved remote location.

An automatic shutoff valve is not required if a manual shutoff valve at the source is readily accessible and the process is continuously attended and supervised by a qualified individual.

V-300-2.128

Section 6004.1.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.5 Emergency control station. Signals from emergency equipment used for highly toxic gases shall be transmitted to an approved location.

V-300-2.139

Section 6004.1.6 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.6 Maximum threshold quantity. Toxic gases stored or used in quantities exceeding the maximum threshold quantity in a single vessel per control area or outdoor control area shall comply with the additional requirements for highly toxic gases of Section 6004 of this Code.

Moderately toxic gases stored or used in quantities exceeding the maximum threshold quantity. in a single vessel per control area or outdoor control area shall comply with the additional requirements for toxic gases of Section 6004 of this Code.

The following formula shall be used to calculate the maximum threshold quantity:

$$\text{Max TQ (pounds)} = \text{LC}_{50} \text{ (ppm)} \times 2 \text{ lb.}$$

V-300-2.140

Section 6004.1.7 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.7 Reduced flow valve. All containers of highly toxic and toxic materials other than lecture bottles containing highly toxic material and having a vapor pressure exceeding 29 psia shall be equipped with a reduced flow valve when available. If a reduced flow valve is not available, the container shall be used with a flow-limiting device. All flow limiting devices shall be part of the valve assembly and visible to the eye when possible; otherwise, they shall be installed as close as possible to the cylinder source.

V-300-2.141

Section 6004.1.8 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.8 Fire extinguishing systems. Buildings and areas for the storage and use of materials regulated by this Chapter shall be protected by an automatic fire sprinkler system in accordance with NFPA 13. The design of the sprinkler system for any room or area where highly toxic, toxic and moderately toxic gases are stored, handled or used shall be in accordance with Section 5004.5.

V-300-2.142

Section 6004.1.9 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.9 Local gas shut off. Manual activation controls shall be provided for highly toxic and toxic gases at locations near the point of use and near the source, as approved by the fire code official. The fire code official may require additional controls at other places, including, but not limited to, the entry to the building, storage or use areas, and emergency control stations. Manual activated shut-off valves shall be of a fail-safe-to-close design.

V-300-2.143

Section 6004.1.10 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.10 Exhaust ventilation monitoring. For highly toxic and toxic gases exceeding threshold quantities, a continuous monitoring system shall be provided to assure that the required exhaust ventilation rate is maintained. The monitoring system shall initiate a local alarm. The alarm shall be both visual and audible and shall be designed to provide warning both inside and outside of the interior storage, use, or handling area.

V-300-2.144

Section 6004.1.11 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.11 Emergency response plan. If the preparation of an emergency response plan for the facility is not required by any other law, responsible persons shall prepare, or cause to be prepared, and filed with the fire code official, a written emergency response plan. If the preparation of an emergency response plan is required by other law, a responsible person shall file a copy of the plan with the fire code official.

V-300-2.145

Section 6004.1.12 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.12 Cylinder leak testing. Cylinders shall be tested for leaks immediately upon delivery and again immediately prior to departure. Testing shall be approved by the fire code official in accordance with appropriate nationally

recognized industry standards and practices, if any. Appropriate remedial action shall be immediately undertaken when leaks are detected.

V-300-2.146

Section 6004.1.13 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.13 Inert gas purge system. Gas systems shall be provided with dedicated inert gas purge systems. A dedicated inert gas purge system may be used to purge more than one gas, provided the gases are compatible. Purge gas systems shall be located in an approved gas cabinet unless the system operates by vacuum demand.

V-300-2.147

Section 6004.1.14 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.1.14 Seismic shutoff valve. An automatic seismic shut-off valve, which is of a fail-safe to close design, shall be provided to shutoff the supply of highly toxic, toxic and moderately toxic gases with an LC₅₀ less than or equal to 3000 parts per million upon a seismic event within 5 seconds of a horizontal sinusoidal oscillation having a peak acceleration of 0.3G (1.47 m/sec²) and a period of 0.4 seconds.

V-300-2.148

Section 6004.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2 Indoor storage and use. The indoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.2.1 through 6004.2.2.10.4.

V-300-2.149

Section 6004.2.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.1 Applicability. The applicability of regulations governing the indoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.2.1.1 through 6004.2.1.5.

V-300-2.150

Section 6004.2.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.1.1 Quantities not exceeding the maximum allowable quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the maximum allowable quantity per control area set forth in Table 5003.1.1(2) shall be in accordance with Sections 5001, 5003, 6001, 6004.2.1.4 and 6004.2.1.5.

V-300-2.151

Section 6004.2.1.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.2.1.4 Quantities not exceeding minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

V-300-2.152

Section 6004.2.1.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.2.1.5 Quantity exceeding the minimum threshold quantity per control area. The indoor storage or use of highly toxic, toxic and moderately toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.2 and Chapter 50.

V-300-2.153

Section 6004.2.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.2 General indoor requirements. The general requirements applicable to the indoor storage and use of highly toxic and toxic compressed gases shall be in accordance with Sections 6004.2.2.1 through 6004.2.2.10.4.

Moderately toxic gases with an LC₅₀ less than or equal to 3000 parts per million shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.10.3.

Moderately toxic gases with an LC₅₀ more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 6004.2.2.1 through 6004.2.2.7.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(2).

V-300-2.154

Section 6004.2.2.7 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.2.7 Treatment systems. The exhaust ventilation from gas cabinets, exhausted enclosures, gas rooms and local exhaust systems required in Section 6004.2.2.4 and 6004.2.2.5 shall be directed to a treatment system. The treatment system shall be utilized to handle the accidental release of gas and to process exhaust ventilation. The treatment system shall be designed in accordance with Sections 6004.2.2.7.1 through 6004.2.2.7.5 and Section 509 of the California Mechanical Code.

Exceptions:

1. Highly toxic, toxic and moderately toxic gases storage. A treatment system is not required for cylinders, containers and tanks in storage when all of the following are provided:
 - 1.1. Valve outlets are equipped with gas-tight outlet plug or caps.
 - 1.2. Hand wheel-operated valves have handles secured to prevent movement.
 - 1.3. Approved containment vessels or containment systems are provided in accordance with Section 6004.2.2.3.

V-300-2.155

Section 6004.2.2.8 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.2.8 Emergency power. For highly toxic and toxic gas systems, emergency power, in accordance with Section 1203, shall be provided for the following:

1. Exhaust ventilation system.
2. Treatment system.
3. Gas detection system.
4. Smoke detection system.
5. Temperature control system.
6. Fire alarm system.
7. Emergency alarm system.

V-300-2.156

Section 6004.2.2.10 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.2.10 Gas detection system. A gas detection system complying with Section 916 shall be provided to detect the presence of a highly toxic or toxic gas at or below the PEL or ceiling limit of the gas for which detection is provided. In occupied areas where gas cabinets or exhausted enclosures are not provided, the fire code official may require a cyclical basis at intervals not to exceed 5 minutes.

The system shall be capable of monitoring the discharge from the treatment system at or below one-half the IDLH limit and shall initiate a response in accordance with Sections 6004.2.2.10.1 through 6004.2.2.10.3 if the gas detection system is activated.

Exception: A gas detection system is not required for toxic gases when the physiological warning threshold level for the gas is at a level below the accepted PEL for the gas.

V-300-2.157

Section 6004.2.2.10.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.2.2.10.1 Alarms. The gas detection system shall initiate a local alarm and transmit a signal to an approved location when a short-term hazard condition is detected. The alarm shall be both visual and audible and shall provide warning both inside and outside the area where the gas is detected. The audible alarm shall be distinct from all other alarms.

Exception: Signal transmission to a constantly attended control station is not required where not more than one cylinder of highly toxic, toxic or moderately toxic gas is stored.

V-300-2.158

Section 6004.2.2.10.2 of the California Fire Code, 2025 Edition is amended to read as follows:

6004.2.2.10.2 Shut off of gas supply. The gas detection system shall automatically close the shutoff valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: An automatic shutdown is not required for reactors utilized for the production of highly toxic, toxic or moderately toxic compressed gases where such reactors are:

1. Operated at pressures less than 15 pounds per square inch gauge (psig) (103.4kPa).
2. Constantly attended.
3. Provided with emergency shutoff valves that have ready access.

V-300-2.159

Section 6004.2.2.10.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.2.2.10.4 Emergency alarm. The indoor storage or use of highly toxic or toxic gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall also comply with Sections 5004.9 and 5005.4.4.

V-300-2.160

Section 6004.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.3 Outdoor storage and use. The outdoor storage or use of highly toxic, toxic and moderately toxic compressed gases shall be in accordance with Sections 6004.3.1 through 6004.3.4.

V-300-2.161

Section 6004.3.1 of the California Fire Code, 2016 Edition, is amended to read as follows:

6004.3.1 Applicability. The applicability of regulations governing the outdoor storage and use of highly toxic, toxic, and moderately toxic gases shall be as set forth in Sections 6004.3.1.1 through 6004.3.1.5.

V-300-2.162

Section 6004.3.1.1 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.3.1.1 Quantities not exceeding the maximum allowable quantity per control area. The outdoor storage or use of highly toxic and toxic gases in amounts exceeding the threshold quantity per control area set forth in Table 5003.1.1(4) shall be in accordance with Sections 5001, 5003, 6001, 6004.1, and 6004.3.1.4 and 6004.3.1.5.

V-300-2.163

Section 6004.3.1.4 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.3.1.4 Quantities not exceeding minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately toxic gases in amounts not exceeding the minimum threshold quantity per control area set for in Table 6004.1 shall be in accordance with Sections 6001, 6004.1 and Chapter 50.

V-300-2.164

Section 6004.3.1.5 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6004.3.1.5 Quantity exceeding the minimum threshold quantity per control area. The outdoor storage or use of highly toxic, toxic and moderately gases in amounts exceeding the minimum threshold quantity per control area set forth in Table 6004.1 shall be in accordance with Sections 6001, 6004.1, 6004.3 and Chapter 50.

V-300-2.165

Section 6004.3.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.3.2 General outdoor requirements. The general requirements applicable to the outdoor storage and use of highly toxic, toxic and moderately toxic gases shall be in accordance with Sections 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases with an LC₅₀ equal to or less than 3000 parts per million shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.

Moderately toxic gases with an LC₅₀ more than 3000 parts per million but not greater than 5000 parts per million and exceeding the maximum threshold quantity, as determined by 6004.1.6, shall comply with the requirements for toxic gases in Sections 5001, 5003, 6001, 6004.1 and 6004.3.2.1 through 6004.3.2.4.

Moderately toxic gases shall not be considered as toxic gases for maximum allowable quantities determinations under Table 5003.1.1(4).

V-300-2.166

Section 6004.3.3 of the California Fire Code, 2025 Edition, is amended to read as follows:

6004.3.3 Outdoor storage weather protection for portable tanks and cylinders. Weather protection in accordance with Section 5004.13 and this section shall be provided for portable tanks and cylinders located outdoors and not within gas cabinets or exhausted enclosures. The storage area shall be equipped with an approved automatic sprinkler system in accordance with Section 903.3.1.1.

V-300-2.167

Section 6405.3.1 is hereby added to the California Fire Code, 2025 Edition, to read as follows:

6405.3.1 Silane distribution systems automatic shutdown. Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.

V-300-2.168

Appendix B105.2 of the California Fire Code, 2025 Edition, is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

Exceptions: [SFM] Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:

1. California State Parks buildings of an accessory nature (restrooms).

2. Safety roadside rest areas (SRRA), public restrooms.
3. Truck inspection facilities (TIF), CHP office space and vehicle inspection bays.
4. Sand/salt storage buildings, storage of sand and salt.

The maximum fire flow reduction for all commercial buildings greater than 30,000 square feet and residential podium buildings shall not exceed 25 percent of the fire flow specified in Table B105.1(2). The maximum fire flow reduction for all other buildings shall not exceed 50 percent of the fire flow specified in Table B105.1(2).

V-300-2.169

Section D101.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of this Code.

V-300-2.170

Section D103.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm). See Figure D103.1. Only conditions with 26 feet roads are applicable.

Exception: The fire code official may approve other condition that provides equivalent access.

V-300-2.171

Section D103.2 through D103.5 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D103.2 Grade. The maximum grade of a fire department apparatus access road shall not exceed 15-percent, unless approved by the fire code official.

D103.3 Turning radius. The required turning radius of a fire apparatus access roads shall be a minimum of 30 inside, and a minimum of 50 outside.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4, as approved by the fire code official.

**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

Length (Feet)	Width (feet)	Turnarounds Required
0-150	26	Not required, unless determined necessary by the fire code official
151-500	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
500-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required.	

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria: the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 20 feet (6096 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
6. Methods of locking shall be submitted for approval by the fire code official.
7. Electric gate operators, where provided, shall be listed in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

V-300-2.172

Section D104.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D104.1 Buildings with two or more fire apparatus access roads. Buildings or facilities exceeding 30 feet (9144 mm), or three stories in height, or 50,000 square feet (5760m²) shall be provided with at least two means of fire apparatus access for each structure.

V-300-2.173

Section D104.2 of the California Fire Code, 2025 Edition, is deleted in its entirety.

V-300-2.174

Section D105.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D105.2 Width. Fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm) in the immediate vicinity of any building or portion of building more than 30 feet (9144) in height.

Exception: The Fire Code Official may approve the use of other usable space/area that provides equivalent required width.

V-300-2.175

Section D106.1 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D106.1 Projects having more than 50 dwelling units. Multiple-family residential projects having more than 50 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

V-300-2.176

Section D106.2 of the California Fire Code, 2025 Edition, is amended to read in its entirety as follows:

D106.2 Projects having more than 200 dwelling units. For Multiple-family residential projects having more than 200 units, the fire code official may require more than two fire apparatus access roads.

V-300-2.177

Section D107.1 of the California Fire Code, 2025 Edition, exceptions No. 1 and No. 2 are deleted.

SECTION 4. SEVERABILITY

The provisions of this Ordinance are separable, and the invalidity of any phrase, clause, provision or part shall not affect the validity of the remainder.

SECTION 5. EFFECTIVE DATE AND POSTING

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Award a Contract and Authorize the City Manager to Negotiate and Execute an Agreement with MaintStar Inc. for a Land Management and Permitting Solution and Agreement with DATA CLIMB, LLC for Project Management Services in Support of the Land Management and Permitting Solution Implementation (Staff Contact: Luz Cofresí-Howe, Finance Director, 408-586-3111; and Daniel Nam, Information Technology Director, 408-586-2712)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	8/19/2025
Recommendation:	Award a contract and authorize the City Manager, or designee, to negotiate and execute (1) a Software License and Professional Services Agreement with MaintStar Inc. for a Land Management and Permitting Solution, including related professional services, for an initial four-year term and up to two three-year options to extend the term of the Agreement for a total of 10 years, a maximum compensation of \$650,000 for the initial four-year term and an estimated \$1,571,000 for the full 10 years, and a 10% contingency, subject to the appropriation of funds; and (2) a Professional Services Agreement with DATA CLIMB LLC for Project Management Implementation Services for the Land Management and Permitting Solution for an initial term of two years, up to three one-year options to extend for a total of five years, and a maximum compensation of \$370,000 for the initial two-year term with total option year costs in amounts not to exceed \$200,000, subject to the appropriation of funds.

BACKGROUND:

The Community Development Services Community Service Area (CSA) includes the Office Building Safety, Office of Housing, Office of Economic Development, Land Development division of Public Works, Fire Prevention Division of the Fire Department, and the Planning Department. These teams are responsible for overseeing zoning regulations, building codes, and land use planning. In coordination with the Finance Department, they are also responsible for issuing building and planning permits, conducting inspections, enforcing codes, administering permit fees, and guiding developers through the permitting and inspection processes.

To deliver high-quality customer service, these departments require modern technology systems that provide a seamless, user-friendly interface for the public while supporting efficient communication and workflow across departments.

Since 2006, the City has relied on TRAKiT to manage building, planning, and encroachment permits. Because TRAKiT did not meet Fire Prevention needs, the Fire Department continued to issue and track fire permits in FileMaker Pro. In 2019, an electronic plan submittal tool was implemented, which met the needs of the Office of Building, but other teams still relied on email for electronic submittals. Operating across multiple, disconnected systems has created inefficiencies and communication gaps, resulting in fee collection challenges, duplicate work, and difficulty locating permit records.

The existing TRAKiT system is built on outdated architecture and offers limited, often unreliable functionality that no longer aligns with the City's operational needs. Following multiple changes in ownership, product support has also declined significantly, and the vendor has announced it will discontinue support for the current version of TRAKiT. If the system were to malfunction, the City would be left without vendor support, posing a substantial risk to timely revenue collection and the ability to sustain service levels to the public.

Given the permitting system’s critical role in City operations and revenue collection, replacing the outdated platform with a modern, unified permit tracking system is essential. A centralized solution used by all development-related departments will improve efficiency, streamline workflow, enhance data integrity, and ensure high-quality customer service.

Permit revenue is a significant component of the City’s annual income. Below is a summary of Building, Planning, and Fire permit data for fiscal year 2025, including total fees collected of approximately \$9.5 million combined.

	Building	Planning	Fire
Permits Applied	2,904	473	2,022
Permits Issued	4,348	326	1,872
Total Fees Collected	\$6,437,482	\$661,331	\$2,364,080

ANALYSIS:

On October 23, 2024, the City released a Request for Proposal RFP 24-REQ945 (RFP) for a Land Management and Permitting Solution. The scope of work required a fully vendor-hosted, cloud-based, browser-agnostic, user-friendly solution to automate and streamline the City’s land management and permitting processes and functions, reduce paper usage, and improve data accuracy and communications to support the City’s current and future business initiatives with real-time information and enhanced data security.

The RFP was publicly noticed on the [City’s website](#) and [OpenGov](#), the City e-procurement website, in accordance with City Municipal Code. Upon release, 2,268 firms received notification of the RFP, and 111 firms downloaded the RFP documents. Thirteen vendors submitted proposal responses by the published closing date of January 7, 2025, two of which were disqualified.

The remaining 11 proposals were evaluated and scored in accordance with the evaluation criteria set forth in the RFP. Following initial scoring, the top six ranking vendors were invited to provide system demonstrations to the evaluation panel and City subject matter experts. One invited vendor withdrew their proposal and elected not to participate. After score adjustments based on information provided to the evaluation panel during the system demonstration, the top three ranking proposers participated in a follow-up oral interview and submitted written clarifications in a pre-interview questionnaire. Finalist scores, including the adjustments based on the interview, pre-interview questionnaire, and customer references, are as follows:

Evaluation Criteria	Evaluation Criteria Weight (%)	MaintStar, Inc.	Online Solutions, LLC (DBA Citizenserve)	Tyler Technologies, Inc
Cover Letter and RFP Compliance	5.0%	3.5	3.3	3.5
Vendor Viability	20.0%	16.0	17.3	13.3
Implementation Plan and Timeline	10.0%	7.0	7.7	8.0
Customer References	5.0%	4.0	3.3	4.0
Solution Technical Capabilities	35.0%	32.7	30.3	32.7
Service Capabilities	10.0%	9.3	9.7	7.7
Proposed Compensation	15.0%	15.0	8.4	4.4
Weighted Average Score	100.0%	87.5	80.0	73.6

Based on these results, MaintStar, Inc. was the best value proposer in accordance with the evaluation criteria set forth in this Land Management and Permitting Solution RFP. Upon Council approval and award, staff will negotiate and execute a Software License and Professional Services Agreement with the vendor substantially in accordance with the City’s standard terms and conditions. Additionally, the Agreement will limit any requested price increases by vendor for option terms to 3% per annum or an applicable industry index.

Estimated cost for Option One is \$440,000, and estimated cost for Option Two is \$481,000. Total costs for the potential 10-year term of the Agreement are estimated at \$1,571,000. Exercise of these options will be subject to the appropriation of funds.

To support the implementation efforts for the Solution, the City released a RFP (RFP 25-1092) for Project Management for Land Management and Permitting Solution Implementation on February 4, 2025. The scope of work required the selected vendor to coordinate with all stakeholders, manage risks, and ensure the Solution is implemented on time, within budget, and aligned with the City's organizational objectives and needs. These services include overseeing all phases of the Solution implementation, facilitating and ensuring effective communication among all involved parties, and applying best practices to manage resources and mitigate risks.

The RFP was publicly noticed on the [City's website](#) and [OpenGov](#), the City e-procurement website, in accordance with City Municipal Code. Upon release, 1,455 firms received notification of the RFP, and 72 firms downloaded the RFP documents. Eight vendors submitted proposal responses by the published closing date of March 20, 2025.

Proposals were evaluated and scored in accordance with the evaluation criteria set forth in the RFP. Following initial scoring, the top two ranking vendors participated in a Best and Final Offer (BAFO) to make clarifications and provide their most competitive pricing. The highest-ranking vendor then participated in a final interview, and staff conducted customer reference checks. Scores for the two finalists are as follows:

Evaluation Criteria	Evaluation Criteria Weight (%)	Berry, Dunn, McNeil & Parker, LLC	DATA CLIMB LLC
Cover Letter and RFP Requirements	10.0%	8.3	6.8
Company Profile	10.0%	8.3	7.0
Execution Plan	15.0%	12.8	12.0
Personnel Assigned	15.0%	12.4	12.4
Technical Knowledge, Expertise, & Experience	15.0%	12.0	11.6
Customer References	15.0%	12.0	12.0
Proposed Compensation	20.0%	9.9	20.0
Weighted Average Score	100.0%	75.7	81.8

Based on these results, DATA CLIMB LLC was the best value proposer in accordance with the evaluation criteria set forth in this Project Management for Land Management and Permitting Solution RFP. Upon Council approval and award, staff will negotiate and execute a two-year Professional Services Agreement with the vendor substantially in accordance with the City's standard terms and conditions. If the Agreement is extended for additional option terms, any requested price increases by the vendor will be limited to 3% per annum or an applicable industry index, and the total of option year costs will not exceed \$200,000, subject to the appropriation of funds.

POLICY ALTERNATIVE(S):

Alternative 1: Do not approve and award the software subscription and project management services contracts.

Pros: City will not incur approximately \$1,100,000 in total initial costs.

Cons: City will continue to rely on an obsolete Land Management/Permitting system.

Reason for Not Recommending: The City would continue to rely on its existing permitting system and manual processes, which are outdated, unsupported by the current vendor, fragmented, and labor-intensive. Current inefficiencies, such as obsolete and insecure online access systems, inconsistent workflows between

departments, and a lack of real-time visibility into permit status, would remain unaddressed. Staff would need to reassess project scope, vendors, and funding options before returning with a revised proposal, potentially delaying modernization efforts for 12-18 months or longer.

Alternative 2: Approve and award the software subscription contract only

Pros: City will not incur approximately \$370,000 in project management services costs.

Cons: The implementation of the system would proceed without the support of a project management firm and dedicated and experienced coordination support. City staff may face challenges in managing the highly complex system implementation, including vendor coordination, system configuration, interdepartmental alignment, data migration, and training. Internal staff do not have dedicated capacity to implement a system of this scope and would need to seek alternative support models before implementation could proceed effectively.

Reason for Not Recommending: The Land Management System (LMS) is a highly complex system that involves large volumes of data, cross-departmental coordination, and significant process evaluation and improvement. Engaging a project management firm with prior experience and a proven track record in public-sector LMS implementations provides critical expertise, practical insights, and lessons learned from similar deployments. Their involvement will help streamline implementation, mitigate risks, and ensure the system is configured to meet the City's operational needs. Without this specialized support, the City may miss opportunities to improve efficiency, fully leverage the system's capabilities, and achieve successful implementation.

FISCAL IMPACT:

The total contract amount for the initial 4 years of software subscription and 2 years of project management services will not exceed \$1,100,000. This project is funded by the Capital Improvement Program, CIP 3502 "Land Management System Replacement," which has a balance of \$1,500,000 as of March 31, 2025. Funding for CIP 3502 comes from the Information Technology Replacement Fund. Funding for optional years beyond the initial terms will be subject to the appropriation of funds.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and is not a project pursuant to Pub. Resources Code, § 21065 and Cal. Code Regs., tit. 14, § 15378. Even if a project, the action is exempt from further CEQA review pursuant to Cal. Code Regs., tit. 14, § 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENT(S):

N/A